

City of Kingsville, Texas

AGENDA
CITY COMMISSION
MONDAY, MAY 13, 2024
REGULAR MEETING
CITY HALL
HELEN KLEBERG GROVES COMMUNITY ROOM
400 WEST KING AVENUE
5:00 P.M.

Live Videostream: <https://www.facebook.com/cityofkingsvilletx>

I. Preliminary Proceedings.

OPEN MEETING

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

MINUTES OF PREVIOUS MEETING(S)

Regular Meeting – April 8, 2024

Special Meeting – April 11, 2024

Special Meeting – April 18, 2024

APPROVED BY:

Mark McLaughlin, by TW

Mark McLaughlin
City Manager

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

1. Public hearing on condemnation of structure at 219 E. Richard, Kingsville, Texas. (Director of Planning and Development Services).
2. Public hearing on condemnation of structure at 223 E. Richard, Kingsville, Texas. (Director of Planning and Development Services).
3. Public hearing on condemnation of structure at 301 E. Richard, Kingsville, Texas. (Director of Planning and Development Services).
4. Public hearing on condemnation of structure at 721 Alexander, Kingsville, Texas. (Director of Planning and Development Services).
5. Public hearing on condemnation of structure at 608 E. Mesquite, Kingsville, Texas. (Director of Planning and Development Services).
6. Public hearing on condemnation of structure at 614 W. Ave. F, Kingsville, Texas. (Director of Planning and Development Services).
7. Public hearing on condemnation of structure at 529 E. Johnston, Kingsville, Texas. (Director of Planning and 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 Services - Information, Investment Report, Quarterly Budget Report, Monthly Financial Reports; Police & Fire Department – Grant Update, Police & Fire Reports; Street Updates; Public Works-Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, Administration –Workshop Schedule, Interlocal Agreements, Public Information, Hotel Occupancy Report, Quiet Zone, Proclamations, Health Plan Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project, Financial Advisor, Water And Wastewater Rate Study Presentation. No formal action can be taken on these items at this time.”

IV. Public Comment on Agenda Items.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 reappointment of Maggie Salinas, Daniel Burt, Lucia Perez, and David Thibodeaux to the Historical Development Board each for a three-year term. (Director of Planning and Development Services).
2. Motion to approve a resolution authorizing the City Manager and the Chief of Police to enter into a Memorandum of Understanding between the City of Kingsville Police Department and the Coastal Bend College Police Department. (to update signatories; no cost). (Police Chief).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

3. Consideration and approval of an ordinance authorizing the issuance of “City of Kingsville, Texas Certificates of Obligation, Series 2024”; entering into a Bond Purchase Agreement and a Paying Agent/Registrar Agreement; and approving all other matters related thereto. (Finance Director).
4. Consider accepting the Annual Comprehensive Financial Report (ACFR) of the City of Kingsville for Fiscal Year 2022-2023. (Finance Director).
5. Consider appointment of Daniel Morales to the Historical Development Board for a three-year term. (Director of Planning and Development Services).

6. Consider condemnation of structure located at 219 E. Richard, Kingsville, Texas. (Director of Planning and Development Services).
7. Consider condemnation of structure located at 223 E. Richard, Kingsville, Texas. (Director of Planning and Development Services).
8. Consider condemnation of structure located at 301 E. Richard, Kingsville, Texas. (Director of Planning and Development Services).
9. Consider condemnation of structure located at 721 Alexander, Kingsville, Texas. (Director of Planning and Development Services).
10. Consider condemnation of structure located at 608 E. Mesquite, Kingsville, Texas. (Director of Planning and Development Services).
11. Consider condemnation of structure located at 614 W. Ave. F, Kingsville, Texas. (Director of Planning and Development Services).
12. Consider condemnation of structure located at 529 E. Johnston, Kingsville, Texas. (Director of Planning and Development Services).
13. Consider a resolution authorizing the City to submit an application to the U.S. Department of Homeland Security's Federal Emergency Management Agency for the purpose of requesting grant funding on behalf of the City for the 2024 Staffing For Adequate Fire and Emergency Response (SAFER) Grant Program for additional firefighters for the Kingsville Fire Department with no anticipated cash match. (Fire Chief).
14. Consider accepting grant funds from the Occidental Petroleum Corporation for the Kingsville Fire Department and the Kingsville Police Department. (Fire Chief).
15. Consider introduction of an ordinance amending the Fiscal Year 2023-2024 Budget to accept and expend the donation from the Occidental Petroleum Corporation for radio system upgrades. (for Kingsville Fire & Police Departments). (Fire Chief).
16. Consider introduction of an ordinance amending the Fiscal Year 2023-2024 Budget to appropriate additional funding for medical supplies for the Fire Department. (Fire Chief).
17. Consider a resolution authorizing the Police Chief to enter into an Operating Agreement between Navy Region Southeast Regional Dispatch Center, Commanding Officer Naval Air Station Kingsville, Kingsville Police Department, and Kleberg County Sheriff Office for Managing Emergency "911" Calls for Service at Naval Air Station Kingsville. (Police Chief).
18. Consider a resolution authorizing the Police Chief to enter into a Memorandum of Understanding Between the Kingsville Police Department and the Kleberg County Sheriff's Office for Law Enforcement Firearms Range Agreement. (Police Chief).
19. Consider introduction of an ordinance amending the Fiscal Year 2023-2024 Budget to accept and expend grant proceeds from the Coastal Bend Bays & Estuaries for a Parks outdoor classroom. (Parks Director).
20. Consider introduction of an ordinance amending the Fiscal Year 2023-2024 Budget to appropriate funding for the purchase, painting, and delivery of 5 javelina statues. (Finance Director).
21. Consider introduction of an ordinance amending the Fiscal Year 2023-2024 Budget to appropriate additional funding for City Commission group health insurance. (Finance Director).
22. Consider a resolution authorizing the City Manager to enter into an Engagement Letter Agreement between the City of Kingsville, Texas and John Womack & Co., P.C. for the 2023-2024 Fiscal Year Audit. (Finance Director).
23. Consider rescinding award to and construction contract with Texas Pride Utilities LLC for Bid No. 24-04 for GLO CDBG-MIT Contract No.22-082-016-D218 for Project 6: 10th

Street Sanitary Sewer Improvement Project as per recommendation of outside engineer and staff. (City Engineer/ Purchasing Manager).

24. Consider awarding Bid No. 24-04 for GLO CDBG-MIT Contract No.22-082-016-D218 for Project 6: 10th Street Sanitary Sewer Improvement Project to PM Construction & Rehab, LLC as per recommendation of outside engineer and staff. (City Engineer/ Purchasing Manager).

25. Consider awarding Bid No. 24-12 for Miscellaneous Services, as per staff recommendation. (Purchasing Manager).

26. Consider introduction of an ordinance amending the Fiscal Year 2023-2024 Budget to appropriate additional funding for various line items for the Facilities Division. (Purchasing Manager).

27. Consider introduction of an ordinance amending the Fiscal Year 2023-2024 Budget to appropriate funding for new City Commission dais. (Purchasing Manager).

28. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances Chapter XV, Land Use, Article 3, Subdivisions, Sections 15-3-19, & 45; to add clarifying regulation references to the Model Subdivision Rules. (City Engineer/City Attorney).

29. Consider a resolution authorizing the City Manager to execute an Utility Easement from King Carlos Retail Partners, LTD to place, construct, operate, repair, maintain, inspect, and replace underground utility lines and systems. (SE corner US77 bypass access road and East Sen. Carlos Truan Blvd.) (City Engineer/City Attorney).

30. Consider a resolution and order canvassing the election returns and declare the results of the City of Kingsville's General Election conducted on May 4, 2024. (City Secretary).
CONSIDERE UNA RESOLUCIÓN Y ORDEN DE ESCRUTINIO DE LOS VOTOS DE LAS ELECCIONES, EN QUE SE DECLARAN LOS RESULTADOS DE LAS ELECCIONES GENERALES DE LA CIUDAD DE KINGSVILLE, LLEVADAS A CABO EL 4 DE MAYO DE 2024. (SECRETARIA MUNICIPAL).

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 Commission Chambers are wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at 361/595-8002 or FAX 361/595-8024 or E-Mail mvalenzuela@cityofkingsville.com 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 at City Hall, City of Kingsville, 400 West King Avenue, 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:

May 9, 2024, at 10:00 A.M. and remained so posted continuously for at least 72 hours proceeding the scheduled 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)**

APRIL 8, 2024

A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, APRIL 8, 2024, 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, Director of Information & Technology
Derek Williams, IT
Bill Donnell, Public Works Director
Kwabena Agyekum, Senior Planner/HPO
Rudy Mora, Engineer
Susan Ivy, Parks Director
Emilio Garcia, Health Director
Deborah Balli, Finance Director
Janine Reyes, Tourism Director
John Blair, Chief of Police
Diana Gonzalez, Human Resources Director
Erik Spitzer, Director of Planning & Development Services
Mike Mora, Capital Improvement Manager
Michael Krueger, Municipal Court Judge
Juan J. Adame, Fire Chief
Ruben Chapa, Golf Course Manager
Charlie Sosa, Purchasing Manager
George Flores, KPD Commander
Monica Flores, KPD Dispatch Supervisor
Brad Allen, KPD Police Officer
Connie Allen, Health Department Inspector

I. Preliminary Proceedings.

OPEN MEETING

Mayor Fugate opened the meeting at 5:00 P.M. with four commission members present. Commissioner Alvarez was 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 – March 25, 2024

Motion made by Commissioner Lopez to approve the minutes of March 25, 2024 as presented, seconded by Commissioner Torres. 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. None.

III. Reports from Commission & Staff.²

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

Mr. Michael Krueger, Municipal Court Judge swears-in the new Police Chief, Mr. John Blair.

Mayor Fugate presents the Leadership Service Award to Mr. Bradley Lile for serving as Interim Police Chief. Mayor Fugate also read and presented a proclamation for Month of the Military Child.

Commissioner Torres reported that the 1st Veteran's bull riding Event took place this past weekend. She further stated that the event was well attended and thanked everyone who took part in putting this event together.

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)

Motion made by Commissioner Alvarez 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 Fiscal Year 2023-2024 Budget to accept and expend Law Enforcement Officer Standards & Education (LEOSE) Grant funds for training costs. (Police Chief).

2. 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 of abuse and neglect of children. (Police Chief).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

3. Consider approval of design for Fire Station No. 3 as per staff recommendation. (City Manager/ Fire Chief).

Mr. Juan J. Adame, Fire Chief gave a brief update on the design and specifications for the new Fire Station No. 3.

Commissioner Lopez commented that this has been something that had been discussed for some time and further stated that the need for a new Fire Station will be needed as the community continues to grow. Commissioner Lopez further asked if the new fire station would be suitable for female fire fighters as well. Chief Adame responded yes, the architect included in the latest designs both female and male accommodations.

Motion made by Commissioner Lopez to approve the design for Fire Station No. 3 as per staff recommendation, seconded by Commissioner Torres. The motion was passed and approved by the following vote: Lopez, Torres, Hinojosa, Alvarez, Fugate voting "FOR".

4. Consider introduction of an ordinance amending the Fiscal Year 2023-2024 Budget to appropriate funding for Fire Department ladder truck repairs. (Fire Chief).

Chief Adame stated that his year the Fire Department budgeted \$46,000 for vehicle maintenance. Additional funding is requested to cover the repairs for Unit #11. Additional funding is requested to cover vehicle repair costs for the remainder of the fiscal year. The Fire Department recommends a budget transfer in the amount of \$68,000.

Introduction item.

5. Consider a resolution authorizing the City Manager to execute a Letter of Engagement between Water Finance Exchange and the City of Kingsville. (City Engineer).

Mr. Rudy Mora, City Engineer stated that approving the letter of engagement will help the city in pursuing funds for water, wastewater, and flood infrastructure projects. The Engineering Department is currently pursuing funding with the Texas Water Development Board for Wastewater Treatment Plant improvements. Step 1 of the application process was submitted in March 2024. If invited to apply, then Step 2 of the application would be submitted. It is staffs recommendation to approve the letter of engagement between Water Finance Exchange and the City o Kingsville and to authorize the City Manager to sign the letter of engagement.

Motion made by Commissioner Torres to approve the resolution authorizing the City Manager to execute a Letter of Engagement between Water Finance Exchange and the City of Kingsville, seconded by Commissioner Alvarez. The motion was passed

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

6. Consider awarding bid for RFP#24-06 for Hot Mix Asphalt Overlay Services to JN Sanford and Son as per staff recommendation. (Purchasing Manager).

Mr. Charlie Sosa, Purchasing Manager stated that this item authorizes the City to enter into a contract with HN Sanford and Son of Kingsville, TX for the Annual Hot Overlay Asphalt Services Contract for the city. Staff published a Request for Proposal #24-06 in the newspaper on February 8, 2024, and February 15, 2024. Request for Proposals were accepted until 2:00 p.m. on February 27, 2024. One response was received from JN Sanford and Son of Kingsville, TX. Staff reviewed RFP #24-06 and found the information received to be responsive for JN Sanford and Son.

Motion made by Commissioner Lopez to approve the award for bid for RFP#24-06 for Hot Mix Asphalt Overlay Services to JN Sanford and Son as per staff recommendation, seconded by Commissioner Torres. The motion was passed and approved by the following vote: Hinojosa, Alvarez, Lopez, Torres, Fugate voting "FOR".

7. Consider awarding RFP#24-07 for Hot Mix Asphalt Services to Berry Contracting LP, dba Bay LTD, as per staff recommendation. (Purchasing Manager).

Mr. Sosa stated that this item authorizes the city to enter into a contract with Berry Contracting LP, dba Bay LTD for the Annual Hot Mix Asphalt Services Contract. A requestion for proposal was in the newspaper on March 7, 2024 and March 14, 2024. Proposals were accepted until 2:00 p.m. on March 26, 2024. One response was received from Berry Contracting LP, dba Bay LTD of Corpus Christi. It is staffs recommendation to enter into a contract with Berry Contracting LP dba Bay LTD.

Motion made by Commissioner Lopez to award RFP#24-07 for Hot Mix Asphalt Services to Berry Contracting LP, dba Bay LTD, as per staff recommendation, seconded by Commissioner Torres. The motion was passed and approved by the following vote: Alvarez, Lopez, Torres, Hinojosa, Fugate voting "FOR".

8. Consider a resolution authorizing the City Manager to enter into a Professional Services Agreement between Hanson Professional Services, Inc. and the City of Kingsville for the Landfill. (Landfill MSW Type I Drainage Improvements, Access Road Alignment, Construction, and Permitting Engineering Services RFQ#23-06) (Purchasing Manager).

Mr. Sosa stated that this item authorizes the city to enter into a professional services agreement with Hanson Engineering for Landfill MSW Type I Drainage Improvements, Access Road Alignment, Construction, and Permitting Engineering Services for the city. Requests for Qualifications#23-06 were published in the newspaper on June 1, 2023 and June 8, 2023. Three responses were received from Hanson Engineering, CEC Engineering, and Mendez Engineering. Staff reviewed the responses and a selection committee scored the three firms based on experience, capacity to perform, and familiarity with Landfill Drainage Projects. It is staffs recommendation to enter into a Professional Services Agreement with Hanson Engineering of Corpus Christi, TX.

Motion made by Commissioner Lopez to approve the resolution authorizing the City Manager to enter into a Professional Services Agreement between Hanson Professional Services, Inc. and the City of Kingsville for the Landfill. (Landfill MSW Type I Drainage Improvements, Access Road Alignment, Construction, and Permitting Engineering Services, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Lopez, Torres, Hinojosa, Alvarez, Fugate voting "FOR".

9. Consider a resolution authorizing the Chief of Police to enter into a Memorandum of Understanding with Houston High Intensity Drug Trafficking Area (HIDTA) for Law Enforcement Data Sharing. (Police Chief).

Mr. John Blair, Chief of Police stated that this item is to allow the Kingsville Police Department to enter into an MOU with the Houston High Intensity Drug Trafficking Area (HIDTA). The collaborative effort between the Kingsville Police Department and Houston HIDTA will assist our officers with various types of criminal investigations that include but are not limited to the trafficking of illegal narcotics, the identification, and the dismantling of drug trafficking organizations and/or money laundering organizations and the prosecution of those cases. As a member agency, the Kingsville Police Department could secure access to numerous databases which will assist in its endeavor to make Kingsville a safer place. These databases may include Records Management Systems, Computer Aided Dispatch Systems, Automated License Plate Readers, Intelligence Management Systems, Jail Management Systems, and other Law Enforcement Data Sharing Systems. No cost is associated with the MOU with Houston HIDTA.

Motion made by Commissioner Torres to approve the resolution authorizing the Chief of Police to enter into a Memorandum of Understanding with Houston High Intensity Drug Trafficking Area (HIDTA) for Law Enforcement Data Sharing, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Torres, Hinojosa, Alvarez, Lopez, Fugate voting "FOR".

10. Consider a resolution authorizing the City Manager to enter an Intergovernmental Support Agreement between Naval Air Station Kingsville and the City of Kingsville for road maintenance and repair, lift station maintenance and repair, and solid waste services. (City Manager/City Attorney).

Mr. McLaughlin commented that this is something that has been done before. Some changes were made therefore the need to bring back to Commission for approval.

Motion made by Commissioner Hinojosa to approve the resolution authorizing the City Manager to enter an Intergovernmental Support Agreement between Naval Air Station Kingsville and the City of Kingsville for road maintenance and repair, lift station maintenance and repair, and solid waste services, seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Hinojosa, Alvarez, Lopez, Torres, Fugate voting "FOR".

11. Consider accepting proposal to lease 45 new Electric Golf Carts and 1 Utility Vehicle (for the driving range) from E-Z-GO Division Textron Inc., via Buy Board Purchasing Cooperative for the L.E. Ramey Golf Course, as per staff recommendation; and, a resolution authorizing the City Manager to enter into lease agreements and related documents with Wells Fargo Leasing, Inc. for Golf Course Carts and a Utility Vehicle for the L.E. Ramey Golf Course. (Purchasing Manager).

Mr. Sosa stated that this is for the leasing of 45 new electric golf carts and one service cart for the driving range from E-Z-Go Division of Textron Inc., through Buy Board Purchasing Cooperative Contract #706-23 for the L.E. Ramey Golf Course. Total annual expected lease of 45 golf carts and 1 utility cart is \$69,474.24. The five-month lease for the remainder of the budget year is \$28,947.60.

Motion made by Commissioner Alvarez to approve accept proposal to lease 45 new Electric Golf Carts and 1 Utility Vehicle (for the driving range) from E-Z-GO Division Textron Inc., via Buy Board Purchasing Cooperative for the L.E. Ramey Golf Course, as per staff recommendation; and, a resolution authorizing the City Manager to enter into lease agreements and related documents with Wells Fargo Leasing, Inc. for Golf Course Carts and a Utility Vehicle for the L.E. Ramey Golf Course, seconded by Commissioner Torres. The motion was passed and approved by the following vote: Alvarez, Lopez, Torres, Hinojosa, Fugate voting "FOR".

VI. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 5:45 P.M.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APRIL 11, 2024

A SPECIAL MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON THURSDAY, APRIL 11, 2024, IN THE HELEN KLEBERG GROVES COMMUNITY ROOM, 400 WEST KING AVENUE, KINGSVILLE, TEXAS AT 4:30 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:

Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
Kyle Benson, Director of Information & Technology
Derek Williams, IT
Bill Donnell, Public Works Director
Kwabena Agyekum, Senior Planner/HPO
Rudy Mora, Engineer
Susan Ivy, Parks Director
Emilio Garcia, Health Director
Deborah Balli, Finance Director
Janine Reyes, Tourism Director
John Blair, Chief of Police
Diana Gonzalez, Human Resources Director
Erik Spitzer, Director of Planning & Development Services
Mike Mora, Capital Improvement Manager

I. Preliminary Proceedings.

OPEN MEETING

Mayor Fugate opened the meeting at 4:30 P.M. with all five commission members present.

INVOCATION / PLEDGE OF ALLEGIANCE

The invocation was delivered by Ms. Courtney Alvarez, City Attorney, followed by the Pledge of Allegiance and the Texas Pledge.

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

1. None.

III. Reports from Commission & Staff.²

"At this time, the City Commission and Staff will report/update on all committee assignments which may include but is not limited to the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board, Library Board, Health Board, Tourism, Chamber of Commerce, Coastal Bend Council of Governments, Conner Museum, Keep Kingsville Beautiful, and Texas Municipal League. Staff reports include the following: Building & Development, Code Enforcement, Proposed Development Report; Accounting & Finance – Financial Services - Information, Investment Report, Quarterly Budget Report, Monthly Financial Reports; Police & Fire Department – Grant Update, Police & Fire Reports; Street Updates; Public Works-Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, Administration –Workshop Schedule, Interlocal Agreements, Public Information, Hotel Occupancy Report, Quiet Zone, Proclamations, Health Plan Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project,

Financial Advisor, Water And Wastewater Rate Study Presentation. No formal action can be taken on these items at this time."

Ms. Courtney Alvarez reported that a special meeting is scheduled for April 18, 2024 at 4:00 p.m.

IV. Public Comment on Agenda Items.³

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

No public comments were made.

V.

Consent Agenda

Notice to the Public

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

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

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

None.

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

1. **Review and discuss proposed fiscal year 2024-2025 budget for departments and funds of the City of Kingsville. (City Manager).**

Mr. Mark McLaughlin, City Manager stated that the reason for this special meeting is for goal setting and review of the current fiscal year budget. Mr. McLaughlin went over his PowerPoint presentation to discuss Commission desires for the FY 24-25 budget year and to share known or highly expected budget items for the upcoming fiscal year. What FY 23-24 numbers show, the original budget with all amendments has a projected fund balance of 24.95%, but in real-time, the fund balance sits at 38.68%. Each percentage point above 25% equates to roughly \$250,000. Utility Fund, Original Budget with all amendments has a projected Fund Balance of 24.98%. In real-time, the Fund Balance sits at 31.02%. Each percentage point above 25% equates to roughly \$120,000. General Fund Worst Case, Projected Budget Expenditures with no supplementals is \$25,716,889.78. Projected ending Fund Balance on Sep 30, 2024: \$6,391,000.99 (24.95%). Add in projected FY24-25 Revenues to FB: \$22,882,272.83 (this number still needs work). Subtract from FB projected FY 24-25 Expenses: \$25,716,889.78. Projected FY 24-25 (Sep 30, 2025) Fund Balance: \$3,556,384.04 (13.83%) General Fund Optimistic Case, Projected Budget Expenditures with no supplementals is \$25,716,889.78. Projected ending Fund Balance on Sep 30, 2024: \$9,908,097.86 (38.68%). Add in projected FY24-25 Revenues to FB: \$22,882,272.83 (number needs work). Subtract from FB projected FY 24-25 Expenses: \$25,716,889.78. Projected FY 24-25 (Sep 30, 2025) Fund Balance: \$7,073,480.91 (27.51%). What still needs to be addressed in projections in general fund: Assumes no changes to ad valorem revenue; expecting an increase of some sort; Ending FB does not include salary savings for the rest

of this year; As we get closer to July, more savings in expense line items will be realized; Does not address an inflationary increase in transfer from the Utility Fund; Sales Tax for DR's adjusted lower but could reverse in the next five months; Does not have the Public Information Officer added; Does not have the three requested firefighter positions added; Golf cart lease increase needs to be added; and Match for Fire Grant (~\$100,000) needs to be added. What the FY 24-25 projections showing in utility fund worst case: Projected Budget Expenditures with no supplementals is: \$11,711,969.10; Projected ending Fund Balance on Sep 30, 2024: \$2,981,027.92 (24.98%); Add in projected FY24-25 Revenues to FB: \$10,734,911.00; Subtract from FB projected FY 24-25 Expenses: \$11,711,969.10. Projected FY 24-25 (Sep 30, 2025) Fund Balance: \$2,003,969.82 (17.11%). Utility Fund Optimistic Case: Projected Budget Expenditures with no supplementals is: \$11,711,969.10; Projected ending Fund Balance on Sep 30, 2024: \$3,701,785.27 (31.02%); Add in projected FY24-25 Revenues to FB: \$ 10,734,911.00; Subtract from FB projected FY 24-25 Expenses: \$ 11,711,969.10; Projected FY 24-25 (Sep 30, 2025) Fund Balance: \$2,724,727.17 (23.27%). What still needs to be addressed in projections: Assume no changes to water and sewer revenue from new meters; ending fund balance does not include salary savings for the rest of this year; and as we get closer to July, more savings in expense line items will be realized. FY 24-25 compensation plan changes: Implement Phase 2 of the updated Comp Plan rolled out last year. Continues Anniversary Program; Police will get year two of their two-year CBA – 6% increase; Police will receive their CBA approved anniversary program; Fire is up for a new CBA in FY 24-25: no negotiations have started yet; No COLA; Change TMRS match of 1.5-to-1 up to a 2.0-to-1; and Total cost to GF approximately \$1.1M; UF approximately \$225k.

Mr. McLaughlin further stated that there has been several budget requests made, for certain departments.

Commissioner Hinojosa commented that he would like to balance the taxpayers and employees. He is not against giving COLA's but need to think about the taxpayers as well.

Commissioner Torres commented that she would like to see more focus on streets and parking lots at the parks.

VII. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 6:07 P.M.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APRIL 18, 2024

A SPECIAL MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON THURSDAY, APRIL 18, 2024, IN THE HELEN KLEBERG GROVES COMMUNITY ROOM, 400 WEST KING AVENUE, KINGSVILLE, TEXAS AT 4:00 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, Director of Information & Technology
Derek Williams, IT
Bill Donnell, Public Works Director
Emilio Garcia, Health Director
Deborah Balli, Finance Director
Janine Reyes, Tourism Director
John Blair, Chief of Police
Diana Gonzalez, Human Resources Director
Erik Spitzer, Director of Planning & Development Services
Charlie Sosa, Purchasing Manager

I. Preliminary Proceedings.

OPEN MEETING

Mayor Fugate opened the meeting at 4:00 P.M. with all five commission members present.

INVOCATION / PLEDGE OF ALLEGIANCE

The invocation was delivered by Ms. Courtney Alvarez, City Attorney, followed by the Pledge of Allegiance and the Texas Pledge.

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

1. None.

III. Reports from Commission & Staff.²

"At this time, the City Commission and Staff will report/update on all committee assignments which may include but is not limited to the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board, Library Board, Health Board, Tourism, Chamber of Commerce, Coastal Bend Council of Governments, Conner Museum, Keep Kingsville Beautiful, and Texas Municipal League. Staff reports include the following: Building & Development, Code Enforcement, Proposed Development Report; Accounting & Finance – Financial Services - Information, Investment Report, Quarterly Budget Report, Monthly Financial Reports; Police & Fire Department – Grant Update, Police & Fire Reports; Street Updates; Public Works-Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, Administration –Workshop Schedule, Interlocal Agreements, Public Information, Hotel Occupancy Report, Quiet Zone, Proclamations, Health Plan Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project,

Financial Advisor, Water And Wastewater Rate Study Presentation. No formal action can be taken on these items at this time."

IV. Public Comment on Agenda Items.³

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

The following public comment was received from Corrie Mosqueda, 630 Francis St., Kingsville, TX: Kingsville is in dire need of new restaurants with healthier options. We have so much of the same: pizza, fried fast food, and Mexican food. It would be fantastic if options for fresh salads, poke bowls, or even like Jason's deli were available.

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

1. **Motion to approve final passage of an ordinance amending the Fiscal Year 2023-2024 Budget to appropriate funding for Fire Department ladder truck repairs. (Fire Chief).**

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

2. **Consider awarding City's All-Risk Property Insurance, as per staff recommendation. (Human Resources Director).**

Mrs. Diana Gonzales, Human Resources Director stated that this item authorizes the city to enter into a contract with Texas Municipal League Intergovernmental Risk Pool (TMLIRP) for all-risk property insurance coverage with the exception of windstorm for May 1, 2024, to April 30, 2025. This policy covers fire, flood, earthquake, lightning, and equipment breakdowns. The City's total insured value is \$62,825,721.00. The cost of all-risk property insurance with the exception of windstorm is \$117,008 minus 2% discount of \$2,340.16 equals to \$114,667.84 annual premium. The deductibles for the following are: Real & Personal Property \$10,000; Flood & Earthquake \$25,000; and Boiler & Machinery is \$10,000. After reviewing options available to the city, the

recommendation is for TMLIRP to provide All Risk Property Insurance Coverage, except for windstorm coverage, for policy year May 1, 2024, through April 30, 2025. TMLIRP is offering the best value in both property coverage and premium costs.

Motion made by Commissioner Hinojosa to approve awarding City's All-Risk Property Insurance, as per staff recommendation, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Alvarez, Lopez, Torres, Hinojosa, Fugate voting "FOR".

3. Consider awarding City's Windstorm Insurance, as per staff recommendation. (Human Resources Director).

Motion made by Commissioner Hinojosa to approve awarding the City's Windstorm Insurance, 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".

VII. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 4:17 P.M.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

PUBLIC HEARING(S)

PUBLIC HEARING #1

Planning and Development Services
410 W King
Kingsville, TX 78363
PH: 361-595-8055



MEMO

Date: April 25th, 2024

To: Mark McLaughlin (City Manager)

From: Erik Spitzer (Director of Planning and Development Services)

Subject: **The City of Kingsville Planning and Development Services Department is seeking approval from the City Commissioners and Mayor to demolish 8 existing residences that have been determined to be in a “condemned” status by the Building Official**

Summary: The Department of Planning and Development Services has identified eight (8) properties that exist in a condemned status and seeks City Commission’s approval for their subsequent demolition on 13 May 2024. Required Public Notice of such desire was completed on 11 April 2024 and 25 April 2024.

Background: The City of Kingsville Code of Ordinances defines the building condemnation process in Section 15-1-165: “Condemned Building or structure; specifications.” The Planning and Development Services Department completed detailed inspections that revealed the unsafe and dilapidated state of the identified eight properties listed below; consequently, these buildings have been declared uninhabitable. In addition, those properties residing in the Historic District were approved for demolition by the Historical Development Board on 20 March 2024. The relevant owners have been duly notified and nothing has been accomplished to improve or remove the dilapidated structures.

Financial Impact: Cost of demolition incurred will be billed to owners.

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

1. 721 Alexander Ave
2. 608 E Mesquite Ave
3. 614 W Ave F
4. 219 E Richard Ave
5. 223 E Richard Ave
6. ~~227 E Richard Ave~~
7. 301 E Richard Ave
8. 529 E Johnston Ave

Erik Spitzer
Director of Planning and Development Services

KISD recognizes top district teachers, students



Pictured are all the KISD staff that worked with the students to succeed in the UIL competition and other competitive events. (Photos by Gloria Biggen-Cantu)



KISD district teachers were recognized at the March 26 school board meeting. Pictured from left, are Supt. Dr. Clasy Reynolds-Perez, Patricia Mendietta, Elementary School Teacher of the Year, Perez Principal Dr. Esperanza De Leon, Rebecca Perkins, Secondary Teacher of the Year, Gillett Principal Tanya Williams. School board members pictured in the back from left, are Joe Mirales, Martin Chapo, Brian Conjal, Dalma Salinas, James Glesing and Joseph Ruiz.



KISD Elementary and Secondary Coosper Teachers of the Year were recognized at the March 26 school board meeting. Pictured from left are Susana Estler for HMK High School, HMKHS Principal Dr. Elys Williams, Patricia Mendietta for Perez Elementary School, Perez Principal Dr. Esperanza De Leon, Yessenia Nieto for Harrel Elementary School, Harrel Principal Dalma Salinas, Raul Enrique Castellano for Harvey Elementary School, Anahita Faruk, Executive Director for Elementary Instruction representing Harvey Principal Yamasia Trevino who was ill; Rebecca Perkins for Gillett Middle School, Gillett Principal Tanya Williams.



HMK High School music students are Texas All State members. Pictured from left are Supt. Dr. Clasy Reynolds-Perez, Emily De Santos, string bass, and Ducart Malone, Bass Clarinet.



HMK High School Jazz Band members received straight superior ratings at the Houston Jazz Festival, the UIL Region Solo and Ensemble and the TAMUK Jazz Festival. Pictured from left are Supt. Dr. Clasy Reynolds-Perez, Isabella Mendez, Randall Medina, Michael Rosales, Juan Cantu, Emily De Santos and Julian Mendez.

U.S. Department of Energy to Hold Tribal-Only Listening Sessions on the Draft Environmental Impact Statement for Activities in Support of Commercial HALEU Production

DOE released a draft Environmental Impact Statement (EIS) evaluating the potential impacts of the Department's proposed action to acquire high-assay low-enriched uranium (HALEU) for commercial nuclear energy uses and demonstration projects and to establish domestic commercial HALEU production. DOE is hosting two virtual and one in-person Tribal-only listening sessions to explain the process used to analyze the proposed action and alternatives and seek oral comments and feedback from Tribes on the draft EIS.

Please see below for information on the tribal-only listening sessions. For anyone unable to attend, the virtual sessions will be recorded and made available on the project website.

All attendees must register to attend these tribal-only listening sessions. Please visit <https://www.energy.gov/haleu-environmental-impact-statement> to register.

Tribal-Only Virtual Listening Sessions:

1. Wednesday, April 10, 2024, at 6:00 pm ET via Zoom.
2. Thursday, April 11, 2024, at 9:00 pm ET via Zoom.

In-Person Tribal-Only Listening Session:

1. Tuesday, April 16, 2024, in Chandler, AZ at 5:30 p.m. MST
- * Upon registration, you will receive additional logistics and meeting details.

In addition to comments provided during the listening sessions, written comments may be submitted by mail or email now through April 22, 2024.

Written comments received through the mail must be postmarked by April 22, 2024, to ensure consideration.

Comments can be submitted to the following addresses:


Mail:

Mr. James Lovejoy
DOE EIS Document Manager
U.S. Department of Energy,
Idaho Operations Office,
1955 Fremont Avenue, MS 1235,
Idaho Falls, Idaho 83415

E-mail: HALEU-EIS@weclcr.energy.gov

Tribal comments and feedback will help DOE further refine its analysis, identify new information, and consider additional alternatives in preparation of the final EIS. Responses to comments and any associated revisions will be included in the final EIS.

For more information on the virtual hearings and registration, and to access the draft EIS



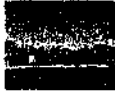


KEEP AMERICA BEAUTIFUL GREAT AMERICAN CLEANUP

TRASH-OFF

The City of Kingsville will be hosting a TRASH-OFF
Citizens can dump their Trash for FREE!

Saturday, April 20, 2024 from 8:30 a.m. - 12 p.m.

Weather Permitting
Located at 6th Street & East Ave. B
Two blocks north of Kleberg Elementary School
You must provide proof of residency and utility bill.
No Contractors Allowed! Kingsville Residents Only!

We WILL Accept:

- Appliances (no refrigerators or freezers)
- Brush
- Furniture
- Tires (2 per vehicle)

ONLY standard automobile tires

We WILL NOT Accept:

- Hazardous Waste
- Refrigerators or Freezers
- Concrete
- Household Garbage
- Sheds or Roofing Shingles

KEEP AMERICA BEAUTIFUL GREAT AMERICAN CLEANUP

VOUNTEERS NEEDED!

Contact Code Compliance for more information at (361) 595-0888

PUBLIC NOTICE

The City Commission will meet on Monday May 13, 2024, 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:

219 E RICHARD
223 E RICHARD
227 E RICHARD
301 E RICHARD
404 W RICHARD
529 E JOHNSTON
608 E MESQUITE
614 W AVE F
721 ALEXANDER

If you are the property owner, holder of mortgage(s), or anyone having a substantial interest in any of 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 the agenda, please contact the Building Department at (361) 595-8019 or (361)

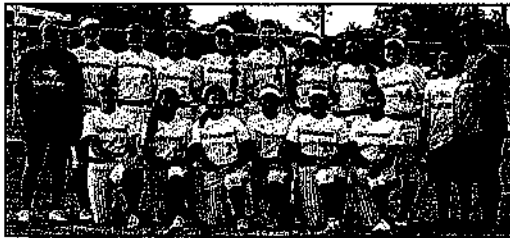
Lady Badgers reach playoffs



The Bishop Lady Badgers will play in the Class 4A softball Bi-District playoffs against Port Isabel. It is a best-of-three series with Game One at 6 p.m. Thursday, April 25 at Port Isabel. Game Two will be at 6 p.m. in Bishop on Friday, April 26. Game Three, if necessary, will be at 3 p.m. Saturday, April 27 with place to be determined. For the Bishop game, all tickets are online only. No outside food or drinks allowed. (Contributed photo)



The Lady Lions captured the District Championship and now turn their sights to the Class 3A playoffs, where they look to return to the State finals once again. (Contributed photo)



The Riviera Lady Seabawk captured the District Championship and now turn their sights to the Class 2A playoffs, where they look to make a deep playoff run. (Contributed photo)

SGA ready for playoffs

By JT Strasser
Editor

The SGA Lady Lions (28-5 10-0) just completed the regular season with an undefeated District title, and now turn their sights to a bigger prize. "It wasn't easy, but we made it look easy," Head Coach Thomas de los Santos said. "Our district has some tough teams. In fact, I wouldn't be at all surprised to look up and see all four of the teams from our district making runs in the playoffs. You look at London, Hebbroville, San Diego, they all have teams that can get on a run."

The Lady Lions will face Odem in a best-of-3 series beginning with a double header

in Robstown.

The first game will be held at 5 p.m., with Game Two set for 30 minutes after the first game ends.

Game Three, if necessary, will be held Saturday at 2 p.m. "Odem has a good team and we will definitely not be looking past them," De los Santos said.

De los Santos said the Lady Lions, who finished as Class 3A runner-up last year, set an initial goal to win district. Up next is the second part: getting back to Austin and winning it all this time.

Teams in SGA's region who the Lady Lions could meet if they continue to advance include Hallettsville and Jourdanton, squads they defeated

last season in the playoffs.

"As a team, our girls aren't looking past anyone," De los Santos said. "But my job as coach is to do some advanced scouting and have us prepared for any potential opponents."

SGA fields a deep and talented roster of batters.

They are also led by a trio of sophomore pitchers, each with the ability to shut down opponents.

D'Andra Fernandez headlines the group, after pitching most of the post-season games a year ago.

However, Lexi Ruiz and Nathalia Escobedo have also proven their mettle in the first 33 games this season as well.

Riviera wins district title

By Ted Figueroa
Reporter

Call it a decade of dominance.

The Riviera Seabawk softball team captured their 10th consecutive district championship at the conclusion of the regular season.

The team went 10-0 in district play this year and are headed back to the playoffs as the No. 1 seed in Bi-District.

The final game of the season was played last

week with a 14-0 victory over La Villa.

Pitcher Skyler Ramos had 10 strikeouts, Haley Alegre went 2 for 2 with 4 RBIs, and Angelica Ortega went 2 for 3 with 3 RBIs.

Riviera's playoff run is set to start this week with the best of three series beginning on Friday in Fort Aransas at 7 p.m. Game two will be played in Riviera at noon on Saturday. Game three, if necessary, will be 30 minutes afterwards.



Regional dominance

HM King's Isiah Rivera qualified for State with a pair of individual Regional Championships and one runner-up finish during the meet held at TAMUK over the weekend. Rivera won the 110 meter hurdles in a time of 14.02 seconds, as well as a win in the 300m hurdles (37.90), and second place in the long jump (24-2). Rivera will next compete at the State meet in Austin. (Contributed photo).

PUBLIC NOTICE

The City Commission will meet on Monday May 13, 2024, 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:

- 219 E RICHARD
- 223 E RICHARD
- 227 E RICHARD
- 301 E RICHARD
- 404 W RICHARD
- 529 E JOHNSTON
- 608 E MESQUITE
- 614 W AVE F
- 721 ALEXANDER

If you are the property owner, holder of mortgage(s), or anyone having a substantial interest in any of 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 the agenda, please contact the Building Department at (361) 595-8019 or (361)

Driscoll ISD

Accepting Transfer Applications

Driscoll ISD is now accepting

K - 8th STUDENT TRANSFER APPLICATIONS

for the 2024 - 2025 SCHOOL YEAR

Driscoll Independent School District, home of Driscoll Elementary and Middle School, a PK - 8th grade is now accepting transfer students in Kindergarten - 8th grades for the 2024-2025 school year. Students accepted for transfer will be on a TUITION FREE basis.



Space is limited! APPLY TODAY.

and your child(ren) will have exceptional teachers, one-to-one instructional technology, a state-of-the-art facility, and a challenging curriculum all in the comforts of a small class size environment. DISD offers a variety of extracurricular opportunities including Afterschool Clubs for all ages & Middle School cross-country, football, volleyball, basketball, track, baseball, softball and UIL Academics, enhance the overall academic program.

Applications may be picked up at the campus office or downloaded from the district website at www.driscollisd.us. Please contact the campus principal,

Ms. Lynn Landenberg (landenberg@driscollisd.us) at 387-7349 ext. 8106 or the school Superintendent,

Dr. Cynthia M. Garcia (cgarcia@driscollisd.us) at ext. 8009 for more information.

Driscoll ISD



CITY OF KINGSVILLE

P.O. BOX 1458
KINGSVILLE, TX 78364

REPORT ADDRESS 219 E Richard		INITIATED BY Maryann Trejo	BUILDING OFFICIAL
LEGAL DESCRIPTION Orig Town	BLOCK 12	LOT 11	
OWNER NAME Felipe M Garza	OWNER'S ADDRESS 627 W B Ave	CITY/STATE/ZIP Kingsville, TX 78364-3613	

PROPERTY CONDITION REPORT

PICTURES TAKEN:	Y OR N Y	ACCEPTABLE			REASON CODE	COMMENT CODES
		YES	NO	N/A		
Building			X		AB,B,D,H	1
Condition			X			
Yard			X			
Condition			X			
Utilities			X			
Electric			X			
Gas			X			
Water			X			
Roof			X		D	
Covering			X			
Walls			X		D,H	
Exterior			X			
Interior				X		
Ceilings			X		D,H	
Windows/Doors			X		D,H	
Secured			X			
Condition			X		D,H	
Foundation				X		
Exterior				X		
Interior				X		
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 NUCIANCE TO CHILDREN
2. A HARBOR FOR VAGRANTS, CRIMINAL AND IMMORAL PEOPLE
3. EVIDENCE OF ROACH, RAT, MOUSE, OR OTHER VERMIN FOUND
4. PARTIAL
5. UNCOVERED ROOF
6. GRAFFITI

BUILDING OFFICIAL COMMENTS:

HAS BEEN WITHOUT WATER SINCE No such address in sy AND ELECTRICAL SINCE No records

SIGNATURE: DATE: 08/14/23
CITY OF KINGSVILLE BUILDING OFFICIAL

CONDEMNATION CHECKLIST

Property Address: 219 E Richard Phone: _____
 Property Owner: Felipe M Garza Phone: _____
 Owner's Address: 629 W Ave B Fax: _____
Kingsville, TX 78363

PLANNED DATE	ACTUAL DATE	ACTION
<input type="checkbox"/> <u>7-31-2023</u>	<u>7-31-2023</u>	1. Identify structure unfit for human habitation.
<input type="checkbox"/> <u>7-31-2023</u>	<u>7-31-2023</u>	2. Inspect Property. (Building Official) <input type="checkbox"/> a. Prepare inspection report and date. <input type="checkbox"/> b. Photograph property with date stamp.
<input type="checkbox"/> <u>8-14-2023</u>	<u>8-14-2023</u>	3. Determine ownership from county assessment & tax collection record.
<input type="checkbox"/> <u>8-14-2023</u>	<u>8-14-2023</u>	4. Obtain legal description.
<input type="checkbox"/> <u>8-14-2023</u>	<u>8-14-2023</u>	5. Obtain or complete title report to verify ownership & other vested interests, such as mortgage holders, trustees, etc.
<input type="checkbox"/> <u>8-15-2023</u>	<u>8-15-2023</u>	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.
<input type="checkbox"/> _____	_____	7. 2 nd Notice Sent. (10 day response) (Optional)
<input type="checkbox"/> _____	_____	8. If response is not received or is not adequate, proceed as follows:
<input type="checkbox"/> <u>3-1-24</u>	<u>3-1-24</u>	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.
<input type="checkbox"/> <u>3-12-24</u>	<u>3-12-24</u>	<input type="checkbox"/> a. Owner unknown or whereabouts not known or such owner is a nonresident of Texas. 1) Post affidavit in newspaper twice a week for one week
<input type="checkbox"/> <u>3-12-24</u>	<u>3-12-24</u>	10. Post sign on property advising date the City

3/20/24
 3-12-24
 3-11-24

3/20/24
3-12-24
3-11-24

- Council will consider condemnation of structure.
- 11. Within the Historical District. Meeting date to be heard by the Historical Development Board.
- 12. Photograph posted sign with date stamp.
- 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.

PROPERTY 12696 R
 Description
 TOWN, BLOCK 12, LOT 11

OWNER ID 12242
 627 W B AVE
 KINGSVILLE, TX 78363-3613

OWNERSHIP 100.00%

IMPROVEMENTS 2,960
 LAND MARKET + 3,750
 MARKET VALUE = 6,710
 PRODUCTIVITY LOSS - 0
 APPRAISED VALUE = 6,710
 HS CAP LOSS - 0
 ASSESSED VALUE = 6,710

CAUD 100%
 CKI 100%
 GKLL 100%
 SKI 100%
 WST 100%

Ref ID: R12696
 Map ID C1

ACRES:
 EFF. ACRES:

APPR VAL METHOD: Cost
 SKETCH for Improvement #1 (COMMERCIAL)

GENERAL
 LAST APPR. IE
 LAST APPR. YR 2023
 LAST INSP. DATE 04/12/2023
 NEXT INSP. DATE

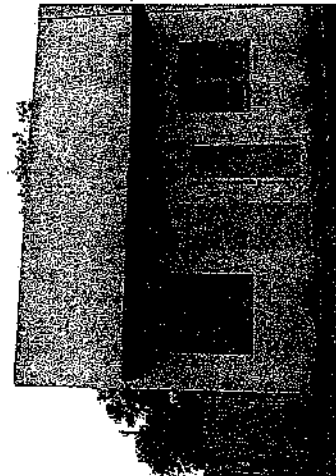
FOR 2023 CHG LAND TABLE TO FF150D140 PER
 IE 4/12/23 5/5/23 JO - FOR 2022 UPDATE ACCT
 BY SCHEDULES PER CT 3/1/22 3/3/22 JO - FOR
 '19 UPDATE APPRAISAL CHGS PER SITE INSP.

BUILDING PERMITS
 E DT PERMIT TYPE PERMIT AREA ST PERMIT VAL

DEED PRICE GRANTOR DEED INFO
 UNKNOWN OT / /



PICTURE



IMPROVEMENT FEATURES

UNIT	PRICE	UNITS	BUILT	EE	YR	COND.	VALUE	DEPR	PHYS	ECON	FUNG	COMP	ADJ	ADJ VALUE
4	720.0	1	1945	1981	1981	20%	24,890	20%	10%	100%	100%	100%	0.02	500
			1945	1981	1981	20%	1,470	100%	100%	100%	100%	100%	0.02	30
			1945	1981	1981	100%		100%	100%	100%	100%	100%	1.00	0
Homestead: N														
Total Value: 26,360														

D: S001 100.00% NBHD:
 MTHD CLASS/SUBCL AREA UNIT PRICE UNITS BUILT EE YR COND. VALUE DEPR PHYS ECON FUNG COMP ADJ ADJ VALUE
 C R63L 528.0 1 720.0 1 1945 1981 20% 24,890 20% 10% 100% 100% 100% 0.02 500
 C 104.0 1 14.12 1 1945 1981 20% 1,470 100% 100% 100% 100% 100% 0.02 30
 F NV/ 88.0 1 0.00 1 1945 1981 100% 100% 100% 100% 100% 100% 1.00 0
 COMMERCIAL STCD: F1
 ADJ RATE IS INCLUDED IN RS3L RATE

LAND INFORMATION IRR Wells: 0 Capacity: 0 Oil Wells: 0
 DIMENSIONS UNIT PRICE GROSS VALUE ADJ MASS ADJ VAL SRC MKT VAL AG APPLY AG CLASS AG TABLE AG UNIT PRG AG VALUE
 25X140 150.00 3,750 1.00 1.00 A NO 3,750 0.00
 ent: F: 25.0 R: 25.0 FF 3,750 0

PROPERTY 12696 R
 Description
 TOWN, BLOCK 12, LOT 11

OWNER ID
 12242
 OWNERSHIP
 100.00%

GARZA FELIPE M
 627 W B AVE
 KINGSVILLE, TX 78363-3613

IMPROVEMENTS 2,960
 LAND MARKET + 3,750
 MARKET VALUE = 6,710
 PRODUCTIVITY LOSS - 0
 APPRAISED VALUE = 6,710
 HS CAP LOSS - 0
 ASSESSED VALUE = 6,710

Ref ID: R12696
 Map ID: C1

ACRES:
 EFF. ACRES:

211000192
 219 E RICHARD TX
 APPR VAL METHOD: Cost
 SKETCH for Improvement #2 (RESIDENTIAL)

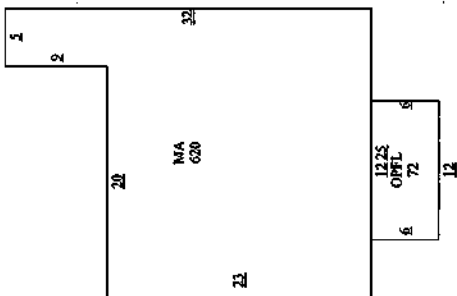
GENERAL

LAST APPR. IE
 LAST APPR. YR 2023
 LAST INSP. DATE 04/12/2023
 NEXT INSP. DATE

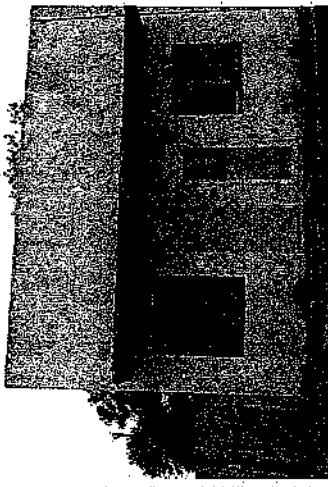
FOR 2023 CHG LAND TABLE TO FF-150D140 PER
 IE 4/12/23 5/5/23 JO -- FOR 2022 UPDATE ACCT
 BY SCHEDULES PER CT 3/1/22 3/3/22 JO -- FOR
 '19 UPDATE APPRAISAL CHGS PER SITE INSP -

BUILDING PERMITS
 PERMIT AREA ST PERMIT VAL

GRANTOR UNKNOWN
 DEED INFO OT / /



PICTURE



IMPROVEMENT INFORMATION

UNIT PRICE	UNITS	BUILT	EFF YR	COND. VALUE	DEPR	PHYS	ECON	FUNC	COMP	ADJ	ADJ VALUE
38,500	1	1945	1961	23,870	20%	50%	100%	100%	100%	0.10	2,390
5,781	1	1945	1961	420	20%	50%	100%	100%	100%	0.10	40

Homestead: N											
24,290											

IMPROVEMENT FEATURES

Foundation	1	FD1	0
Exterior Wall	1	EW3	0
Interior Finish	1	IN1	0
Roof Style	1	RT3.RM2	0
Flooring	1	FL2	0
Heating/Cooling	1	HA5	0
Plumbing	1	1	1
			0

100.00% - NBHD:
 CLS TABLE SC HS METH DIMENSIONS UNIT PRICE GROSS VALUE ADJ MASS ADJ VAL SRC IRR Acres: 0 Capacity: 0 Oil Wells: 0
 MKT VAL AG APPLY AG CLASS AG TABLE AG UNIT PRC AG VALUE

PROPERTY 12696 R
 12242
 OWNERSHIP 100.00%
 GARZA FELIPE M
 627 W B AVE
 KINGSVILLE, TX 78363-3613

IMPROVEMENTS 2,960
 LAND MARKET + 3,750
 MARKET VALUE = 6,710
 PRODUCTIVITY LOSS - 0
 APPRAISED VALUE = 6,710
 HS CAP LOSS - 0
 ASSESSED VALUE = 6,710

100% CAD
 100% CKI
 100% GKJ
 100% SKI
 100% WST

ACRES:
 APPR VAL METHOD: Cost
 SKETCH for Improvement #2 (RESIDENTIAL)

US 219 E RICHARD TX
 GENERAL
 LAST APPR. IE
 LAST APPR. YR 2023
 LAST INSP. DATE 04/12/2023
 NEXT INSP. DATE

FOR 2023 CHG LAND TABLE TO FF150D140 PER
 IE 4/12/23 5/5/23 JO -- FOR 2022 UPDATE ACCT
 BY SCHEDULES PER CT 3/1/22 3/3/22 JO - FOR
 '19 UPDATE APPRAISAL CHGS PER SITE INSP -

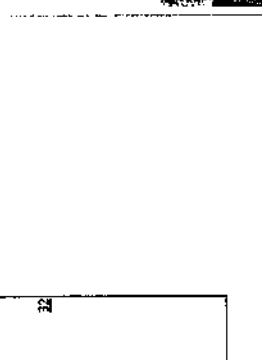
SKETCH for Improvement #2 (RESIDENTIAL)

BUILDING PERMITS
 SUE DT PERMIT TYPE PERMIT AREA ST PERMIT VAL

LE:DT PRICE GRANITOR DEED INFO
 UNKNOWN OT / I

JBD: S001 100.00% NBHD:
 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/ 620.0 38.50 1 1945 1961 * 23,870 20% 50% 100% 100% 100% 0.10 2,390
 OPFL OPEN PORCH F R 72.0 5.78 1 1945 1961 * 420 20% 50% 100% 100% 100% 0.10
 RESIDENTIAL STCD: A1 692.0
 Homestead: N

IMPROVEMENT FEATURES
 Foundation 1 FD1 0
 Exterior Wall 1 EW3 0
 Interior Finish 1 IN1 0
 Roof Style RT3,RM2 0
 Flooring 1 FL2 0
 Heating/Cooling 1 HA5 0
 Plumbing 1 1 0



LAND INFORMATION
 IRR Wells: 0 Capacity: 0
 OIL Wells: 0
 DIMENSIONS UNIT PRICE GROSS VALUE ADJ MASS ADJ VAL SRC MKT VAL AG APPLY AG CLASS AG TABLE AG UNIT PRC AG VALUE

JBD: S001 100.00% NBHD:
 CLASS 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: 02/13/2024 04:08:03PM by VICKI

2023 PRELIMINARY ROLL
CKI - CITY OF KINGSVILLE

Geo ID Order

07/31/2023 20:29PM

Table with columns: Prop ID, Owner, % Legal Description, Values. Row 1: 10354, 71019, 100.00 R Geo: 100101205000192, Effective Acres: 0.000000, Imp HS: 0, Market: 11,250.

Table with columns: Entity, Description, Xref Id, Freeze: (Year) Ceiling, Assessed, Exemptions, Taxable, Tax Rate, Est. Tax. Row 1: CKI, CITY OF KINGSVILLE, 11,250, 0, 11,250, 0.825000, 92.81.

Table with columns: Prop ID, Owner, % Legal Description, Values. Row 1: 19622, 61344, 100.00 R Geo: 100101208000192, Effective Acres: 0.000000, Imp HS: 19,070, Market: 26,570.

Table with columns: Entity, Description, Xref Id, Freeze: (Year) Ceiling, Assessed, Exemptions, Taxable, Tax Rate, Est. Tax. Row 1: CKI, CITY OF KINGSVILLE, 23,450, 0, 23,450, 0.825000, 193.46.

Table with columns: Prop ID, Owner, % Legal Description, Values. Row 1: 20414, 15581, 100.00 R Geo: 100101210000192, Effective Acres: 0.000000, Imp HS: 0, Market: 3,750.

Table with columns: Entity, Description, Xref Id, Freeze: (Year) Ceiling, Assessed, Exemptions, Taxable, Tax Rate, Est. Tax. Row 1: CKI, CITY OF KINGSVILLE, 3,750, 0, 3,750, 0.825000, 30.94.

Table with columns: Prop ID, Owner, % Legal Description, Values. Row 1: 12696, 12242, 100.00 R Geo: 100101211000192, Effective Acres: 0.000000, Imp HS: 0, Market: 6,710.

Table with columns: Entity, Description, Xref Id, Freeze: (Year) Ceiling, Assessed, Exemptions, Taxable, Tax Rate, Est. Tax. Row 1: CKI, CITY OF KINGSVILLE, 6,710, 0, 6,710, 0.825000, 55.36.

Table with columns: Prop ID, Owner, % Legal Description, Values. Row 1: 21171, 12859, 100.00 R Geo: 100101212000192, Effective Acres: 0.000000, Imp HS: 0, Market: 14,100.

Table with columns: Entity, Description, Xref Id, Freeze: (Year) Ceiling, Assessed, Exemptions, Taxable, Tax Rate, Est. Tax. Row 1: CKI, CITY OF KINGSVILLE, 14,100, 0, 14,100, 0.825000, 116.33.

Table with columns: Prop ID, Owner, % Legal Description, Values. Row 1: 14194, 13350, 100.00 R Geo: 100101213001192, Effective Acres: 0.000000, Imp HS: 0, Market: 61,650.

Table with columns: Entity, Description, Xref Id, Freeze: (Year) Ceiling, Assessed, Exemptions, Taxable, Tax Rate, Est. Tax. Row 1: CKI, CITY OF KINGSVILLE, 61,650, 0, 61,650, 0.825000, 508.61.

Table with columns: Prop ID, Owner, % Legal Description, Values. Row 1: 14836, 13350, 100.00 R Geo: 100101213002192, Effective Acres: 0.000000, Imp HS: 0, Market: 80,780.

Table with columns: Entity, Description, Xref Id, Freeze: (Year) Ceiling, Assessed, Exemptions, Taxable, Tax Rate, Est. Tax. Row 1: CKI, CITY OF KINGSVILLE, 80,780, 0, 80,780, 0.825000, 666.44.

DELINQUENT TAX STATEMENT SUMMARY



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

Certified Owner:

**GARZA FELIPE M
627 W B AVE
KINGSVILLE, TX 78363-3613**

Legal Description:

ORIG TOWN, BLOCK 12, LOT 11

Account No: 100101211000192

**2022 Value: \$5,250
Appr. Dist. No.: 12696**

**Legal Acres: .0803
Parcel Address: 219 E RICHARD**

As of Date: 08/10/2023 Cause No: 8290-C

Print Date: 08/10/2023 Printed By: JLARA

Year	Tax Units	Remaining Levy	IF PAID BY August 31, 2023		IF PAID BY October 2, 2023		IF PAID BY October 31, 2023	
			Penalty Interest	Total	Penalty Interest	Total	Penalty Interest	Total
2007	137 900 901 905	\$164.42	\$425.52	\$589.94	\$427.49	\$591.91	\$429.46	\$593.88
2008	137 900 901 905	\$207.39	\$506.85	\$714.24	\$509.36	\$716.75	\$511.85	\$719.24
2009	137 900 901 905	\$206.23	\$474.35	\$680.58	\$476.81	\$683.04	\$479.27	\$685.50
2010	137 900 901 905	\$179.05	\$386.03	\$565.08	\$388.17	\$567.22	\$390.33	\$569.38
2011	137 900 901 905	\$217.38	\$437.37	\$654.75	\$439.97	\$657.35	\$442.58	\$659.96
2012	137 900 901 905	\$219.06	\$409.19	\$628.25	\$411.84	\$630.90	\$414.47	\$633.53
2013	137 900 901 905	\$222.41	\$383.43	\$605.84	\$386.10	\$608.51	\$388.76	\$611.17
2014	137 900 901 905	\$222.43	\$351.44	\$573.87	\$354.12	\$576.55	\$356.78	\$579.21
2015	137 900 901 905	\$227.18	\$326.21	\$553.39	\$328.95	\$556.13	\$331.69	\$558.87
2017	137 900 901 905	\$111.18	\$127.63	\$238.81	\$128.98	\$240.16	\$130.31	\$241.49
2018	137 900 901 905	\$110.34	\$110.78	\$221.12	\$112.11	\$222.45	\$113.42	\$223.76
2019	137 900 901 905	\$169.48	\$145.75	\$315.23	\$147.77	\$317.25	\$149.82	\$319.30
2020	137 900 901 905	\$170.27	\$121.90	\$292.17	\$123.97	\$294.24	\$125.99	\$296.26
2021	137 900 901 905	\$173.83	\$99.44	\$273.27	\$101.51	\$275.34	\$103.62	\$277.45
2022	137 900 901 905	\$167.69	\$71.77	\$239.46	\$73.77	\$241.46	\$75.82	\$243.51

TOTAL AMOUNT DUE: \$7,146.00 \$7,179.26 \$7,212.51

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



Print Date: 08/10/2023

Appr. Dist. No.: 12696

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**



100101211000192

**GARZA FELIPE M
627 W B AVE
KINGSVILLE, TX 78363-3613**

If Paid By	Amount Due
August 31, 2023	\$7,146.00
October 2, 2023	\$7,179.26
October 31, 2023	\$7,212.51
Amount Paid:	\$ _____

DELINQUENT TAX STATEMENT SUMMARY



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

Certified Owner:
GARZA FELIPE M
627 W B AVE
KINGSVILLE, TX 78363-3613

Legal Description:
ORIG TOWN, BLOCK 12, LOT 11

Account No: 100101211000192 **2022 Value: \$5,250** **Legal Acres: .0803**
As of Date: 08/10/2023 **Appr. Dist. No.: 12696** **Parcel Address: 219 E RICHARD**
Cause No: 8290-C **Print Date: 08/10/2023** **Printed By: JLARA**

Year	Tax Units	Remaining Levy	IF PAID BY August 31, 2023		IF PAID BY October 2, 2023		IF PAID BY October 31, 2023	
			Penalty Interest	Total	Penalty Interest	Total	Penalty Interest	Total

TOTAL AMOUNT DUE: **\$7,146.00** **\$7,179.26** **\$7,212.51**

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 THE KLEBERG COUNTY TAX OFFICE REGARDING A RIGHT YOU MAY HAVE TO ENTER INTO AN INSTALLMENT AGREEMENT DIRECTLY WITH THE TAX COLLECTOR FOR THE KLEBERG COUNTY TAX OFFICE 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

Print Date: 08/10/2023

Appr. Dist. No.: 12696

31.E.52

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



100101211000192

GARZA FELIPE M
627 W B AVE
KINGSVILLE, TX 78363-3613

If Paid By	Amount Due
August 31, 2023	\$7,146.00
October 2, 2023	\$7,179.26
October 31, 2023	\$7,212.51
Amount Paid:	\$ _____

DELINQUENT TAX STATEMENT SUMMARY



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

Certified Owner:

GARZA FELIPE M
627 W B AVE
KINGSVILLE, TX 78363-3613

Legal Description:

ORIG TOWN, BLOCK 12, LOT 11

Account No: 100101211000192

2023 Value: \$6,710
 Appr. Dist. No.: 12696

Legal Acres: .0803
 Parcel Address: 219 E RICHARD

As of Date: 02/13/2024

Print Date: 02/13/2024 Printed By: JLARA

Year	Tax Units	Remaining Levy	IF PAID BY February 29, 2024		IF PAID BY April 1, 2024		IF PAID BY April 30, 2024	
			Penalty Interest	Total	Penalty Interest	Total	Penalty Interest	Total
2007	137 900 901 905	\$164.42	\$437.36	\$601.78	\$439.34	\$603.76	\$441.31	\$605.73
2008	137 900 901 905	\$207.39	\$321.80	\$729.19	\$524.29	\$731.68	\$526.78	\$734.17
2009	137 900 901 905	\$206.23	\$489.18	\$695.41	\$491.65	\$697.88	\$494.13	\$700.36
2010	137 900 901 905	\$179.05	\$398.93	\$577.98	\$401.09	\$580.14	\$403.21	\$582.26
2011	137 900 901 905	\$217.38	\$453.02	\$670.40	\$455.64	\$673.02	\$458.23	\$675.61
2012	137 900 901 905	\$219.06	\$424.98	\$644.04	\$427.60	\$646.66	\$430.25	\$649.31
2013	137 900 901 905	\$222.41	\$399.45	\$621.86	\$402.13	\$624.54	\$404.80	\$627.21
2014	137 900 901 905	\$222.43	\$367.45	\$589.88	\$370.12	\$592.55	\$372.79	\$595.22
2015	137 900 901 905	\$227.18	\$342.58	\$569.76	\$345.32	\$572.50	\$348.05	\$575.23
2017	137 900 901 905	\$111.18	\$135.65	\$246.83	\$136.98	\$248.16	\$138.30	\$249.48
2018	137 900 901 905	\$110.34	\$118.72	\$229.06	\$120.05	\$230.39	\$121.38	\$231.72
2019	137 900 901 905	\$169.48	\$157.96	\$327.44	\$160.00	\$329.48	\$162.03	\$331.51
2020	137 900 901 905	\$170.27	\$134.17	\$304.44	\$136.22	\$306.49	\$138.26	\$308.53
2021	137 900 901 905	\$173.83	\$111.93	\$285.76	\$114.03	\$287.86	\$116.12	\$289.95
2022	137 900 901 905	\$167.69	\$83.86	\$251.55	\$85.85	\$253.54	\$87.86	\$255.55
2023	137 900 901 905	\$202.15	\$14.15	\$216.30	\$18.19	\$220.34	\$22.24	\$224.39

TOTAL AMOUNT DUE: **\$7,561.68** **\$7,598.99** **\$7,636.23**

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

Print Date: 02/13/2024

Appr. Dist. No.: 12696

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

100101211000192

GARZA FELIPE M
627 W B AVE
KINGSVILLE, TX 78363-3613

If Paid By	Amount Due
February 29, 2024	\$7,561.68
April 1, 2024	\$7,598.99
April 30, 2024	\$7,636.23
Amount Paid:	\$ _____

DELINQUENT TAX STATEMENT SUMMARY



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

Certified Owner:
**GARZA FELIPE M
627 W B AVE
KINGSVILLE, TX 78363-3613**

Legal Description:
ORIG TOWN, BLOCK 12, LOT 11

Account No: 100101211000192
As of Date: 02/13/2024

2023 Value: \$6,710
Appr. Dist. No.: 12696

Legal Acres: .0803
Parcel Address: 219 E RICHARD
Eprint Date: 02/13/2024 Printed By: JLARA

Year	Tax Units	Remaining Levy	IF PAID BY February 29, 2024		IF PAID BY April 1, 2024		IF PAID BY April 30, 2024	
			Penalty Interest	Total	Penalty Interest	Total	Penalty Interest	Total
TOTAL AMOUNT DUE:				\$7,561.68		\$7,598.99		\$7,636.23

Tax Unit Codes:

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

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



Print Date: 02/13/2024

Appr. Dist. No.: 12696

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**



100101211000192

If Paid By	Amount Due
February 29, 2024	\$7,561.68
April 1, 2024	\$7,598.99
April 30, 2024	\$7,636.23
Amount Paid:	\$ _____

**GARZA FELIPE M
627 W B AVE
KINGSVILLE, TX 78363-3613**

CITY OF KINGSVILLE



P. O. BOX 1458 - KINGSVILLE, TEXAS 78364

AUGUST 15, 2023

FELIPE M GARZA
627 W AVE B
KINGSVILLE, TX, 78363

Re: ORIG TOWN, BLOCK 12, LOT 11 219 E RICHARD KINGSVILLE TX

Dear Sir or Madam:

It has been determined that the structure at **219 E Richard 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,



Belinda Tarver
Building Official



BUILDING DEPARTMENT

City of Kingsville
Phone: 361-595-8019

CERTIFIED MAIL – RETURN RECEIPT #7021 0950 0000 4793 9040

MARCH 1, 2024

FELIPE M GARZA
627 W AVE B
KINGSVILLE, TX 78363

Re: HEARING FOR PROPERTY AT 219 E RICHARD KINGSVILLE TX

Dear Sir or Madam:

On AUGUST 15, 2023, a letter was sent from the City of Kingsville stating that your property located at **219 E RICHARD** 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, MAY 13, 2024, 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 **MAY 13, 2024.**

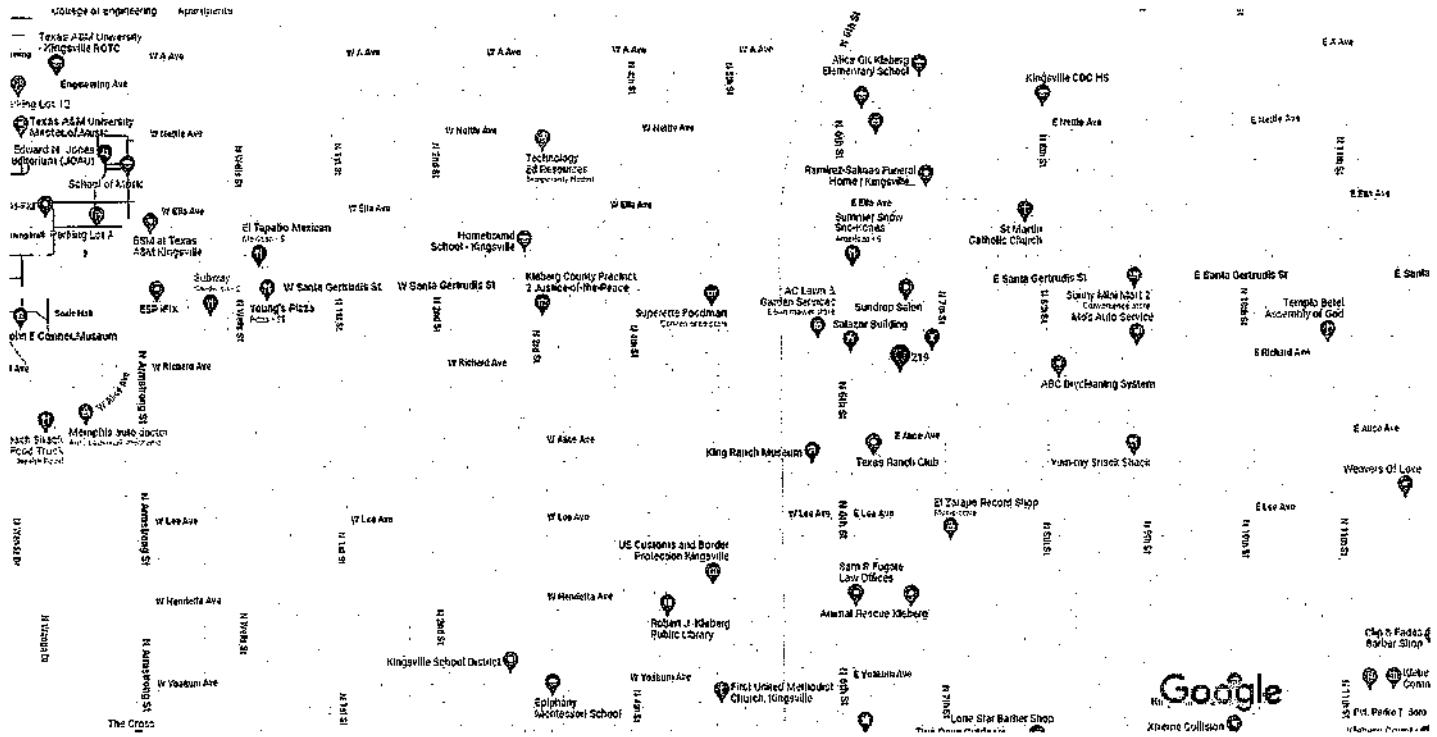
The hearing will take place at the Helen Kleberg Groves Community Room located on the first floor of City Hall, 400 West King, Kingsville, Texas, during a regularly scheduled meeting of the City Commission.

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,

Belinda Tarver
Building Official

Google Maps 219 E Richard Ave



Map data ©2023 Google 200 ft



219 E Richard Ave Building



Directions



Save



Nearby



Send to phone



Share



219 E Richard Ave, Kingsville, TX 78363

PUBLIC NOTICE

The City Commission will meet on Monday May 13, 2024, 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:

219 E RICHARD
223 E RICHARD
227 E RICHARD
301 E RICHARD
404 W RICHARD
529 E JOHNSTON
608 E MESQUITE
614 W AVE F
721 ALEXANDER

If you are the property owner, holder of mortgage(s), or anyone having a substantial interest in any of 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 the agenda, please contact the Building Department at (361) 595-8019 or (361) 595-8020.

1002



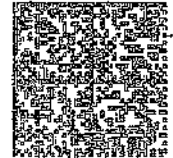
7021 0950 0000 4793 8547

VILLE, TEXAS 78364

9333120544450446

UNC
13 0003

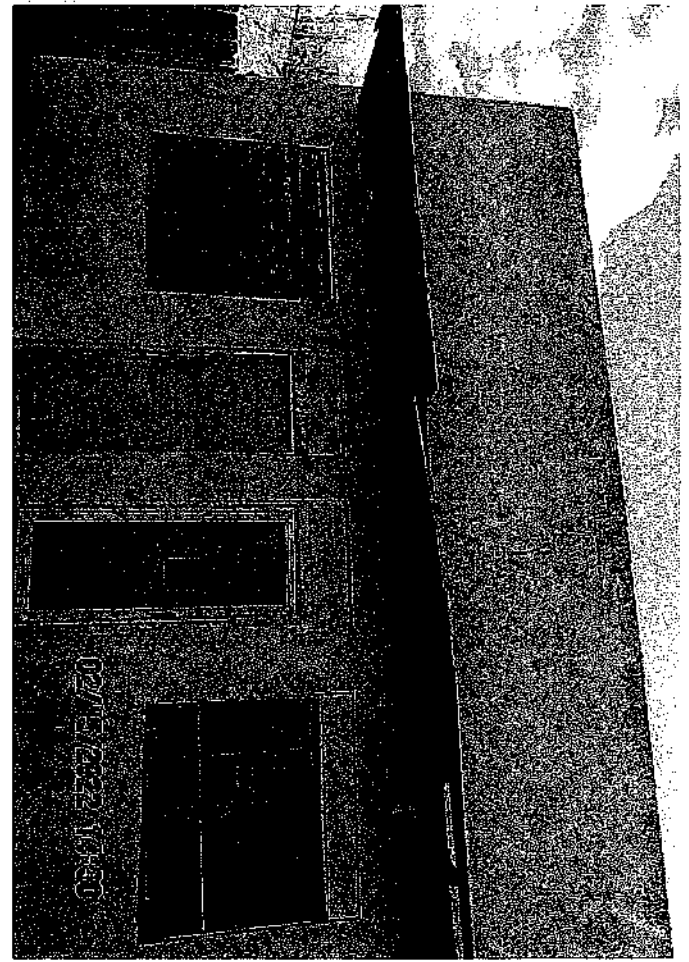
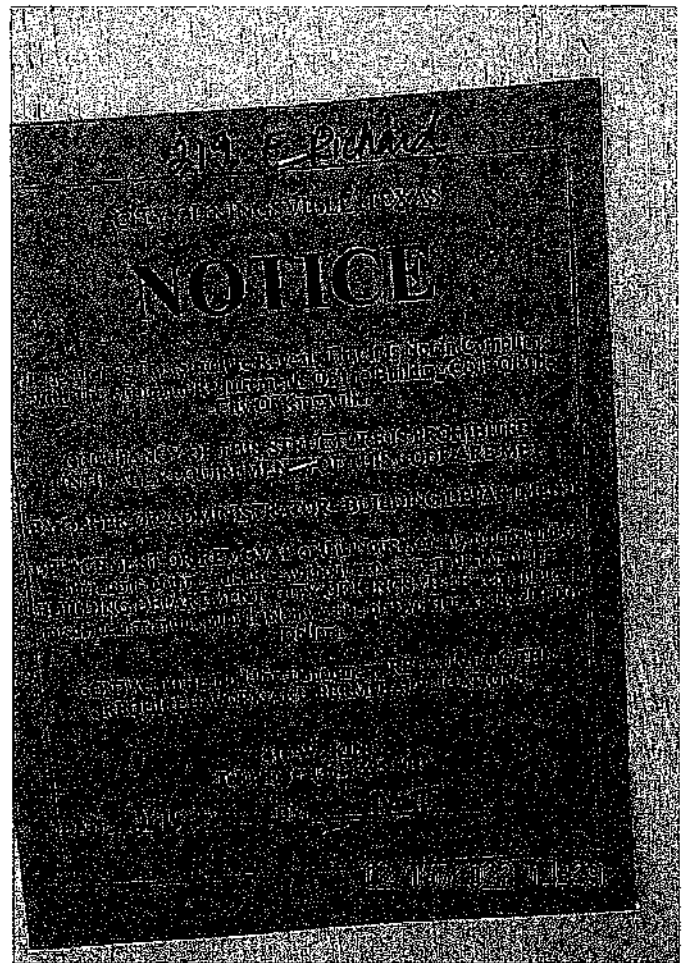
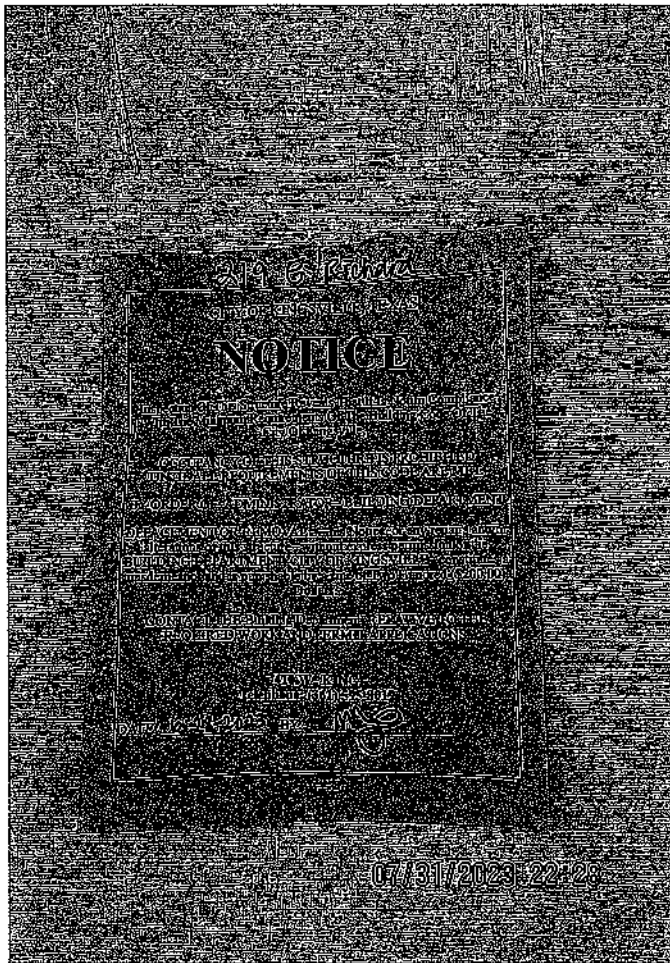
FIRST-CLASS

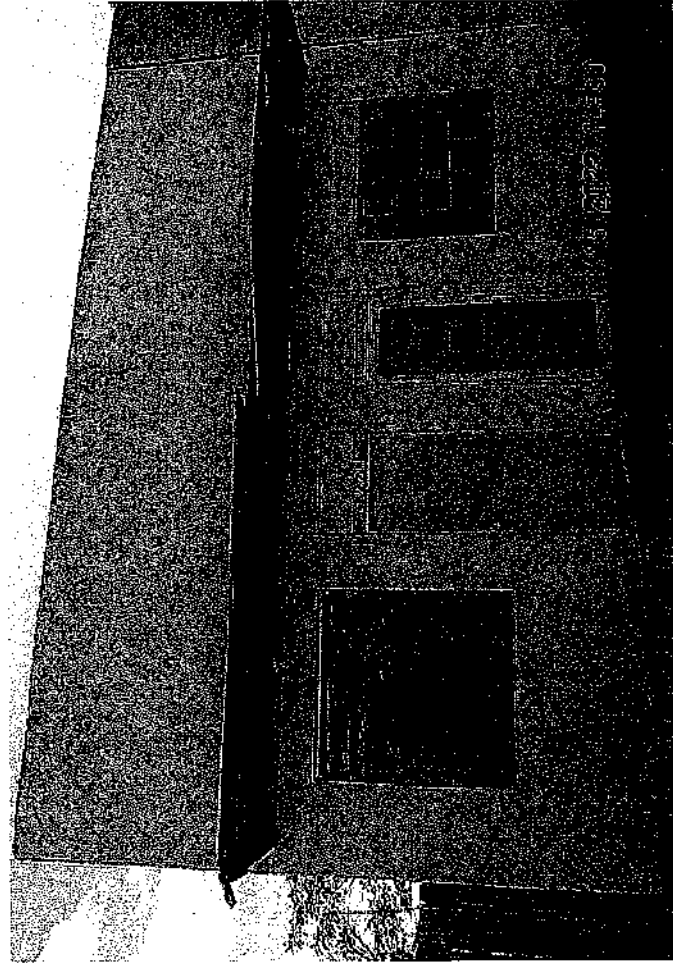
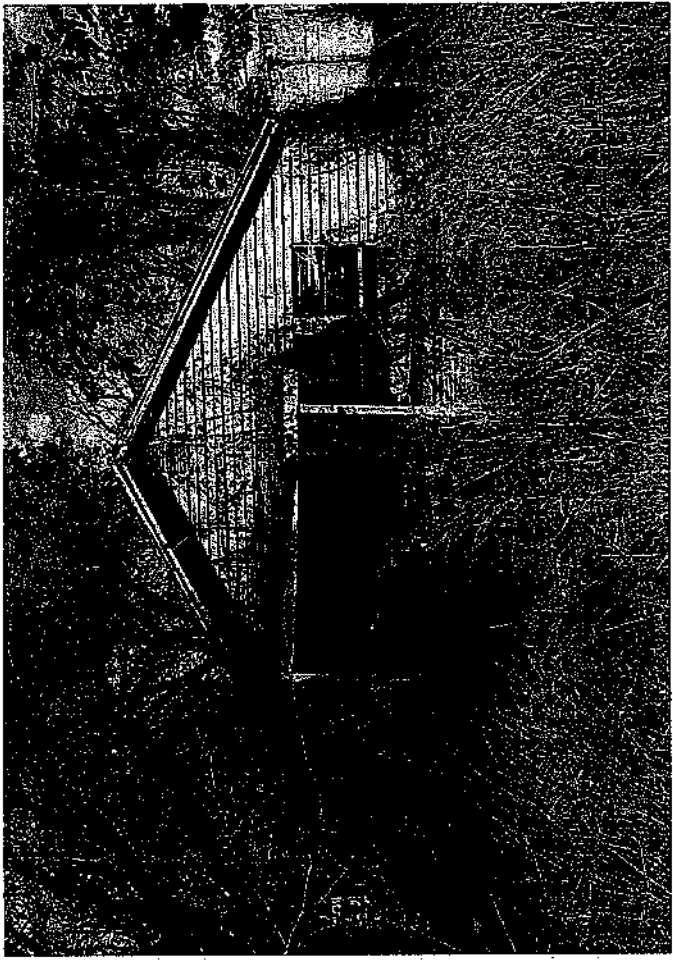


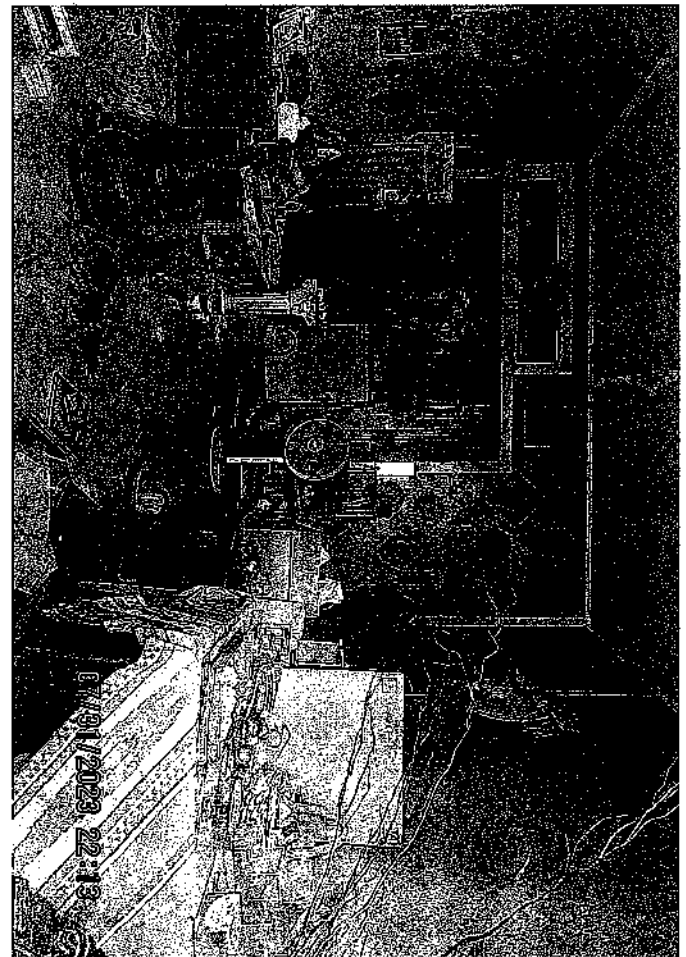
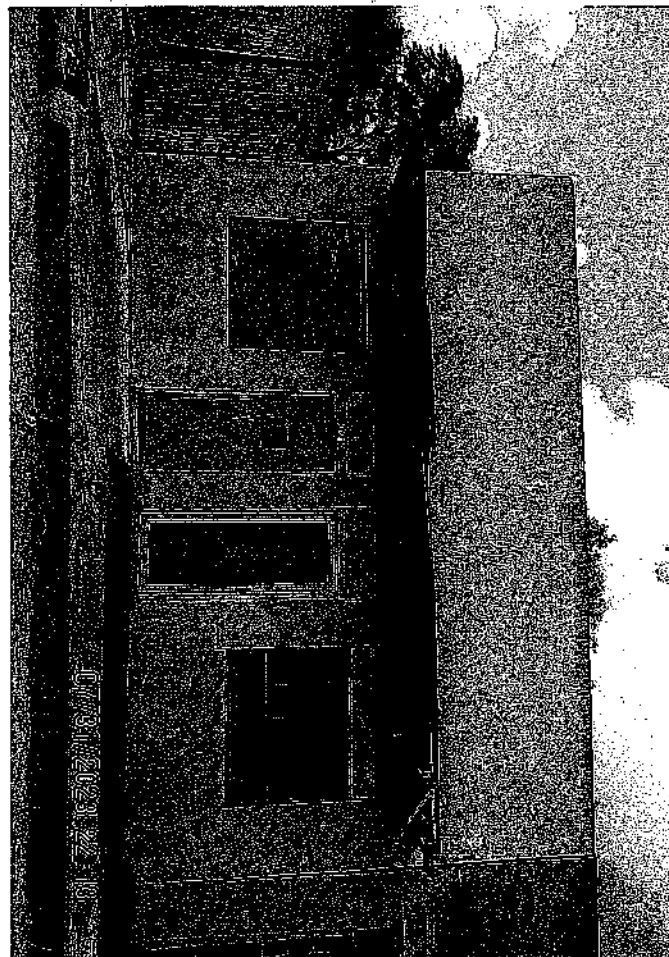
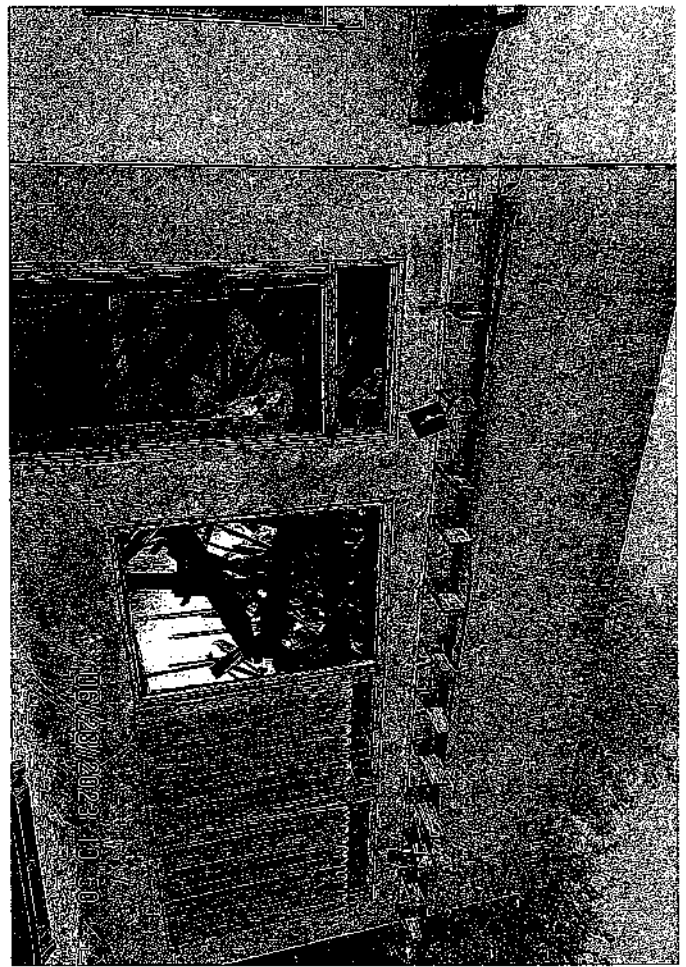
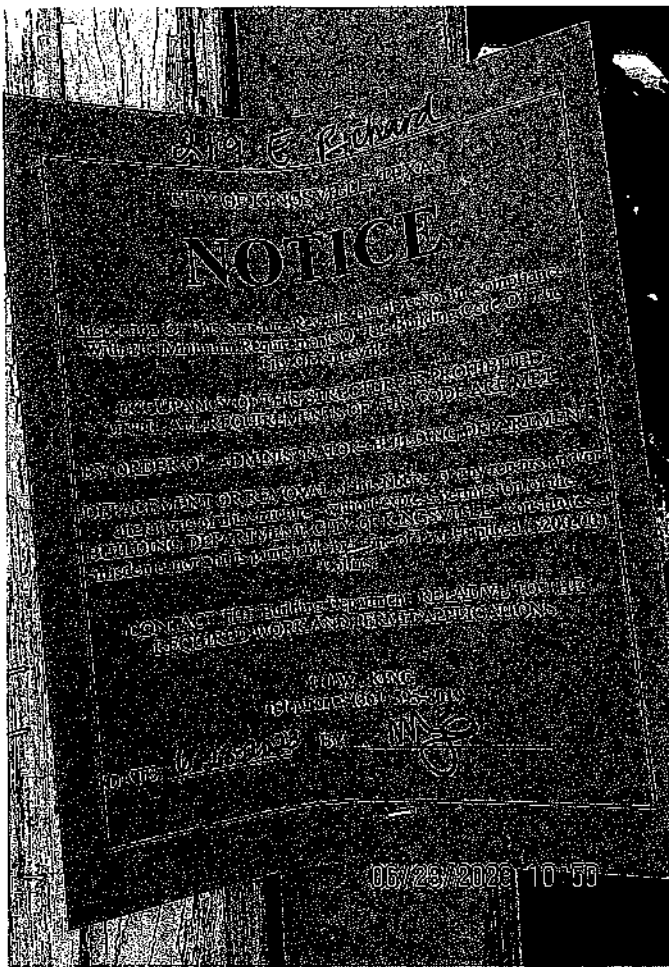
US POSTAGE
ZIP 78363 \$ 008.53
02 7H
0008055151 AUG 17 2023

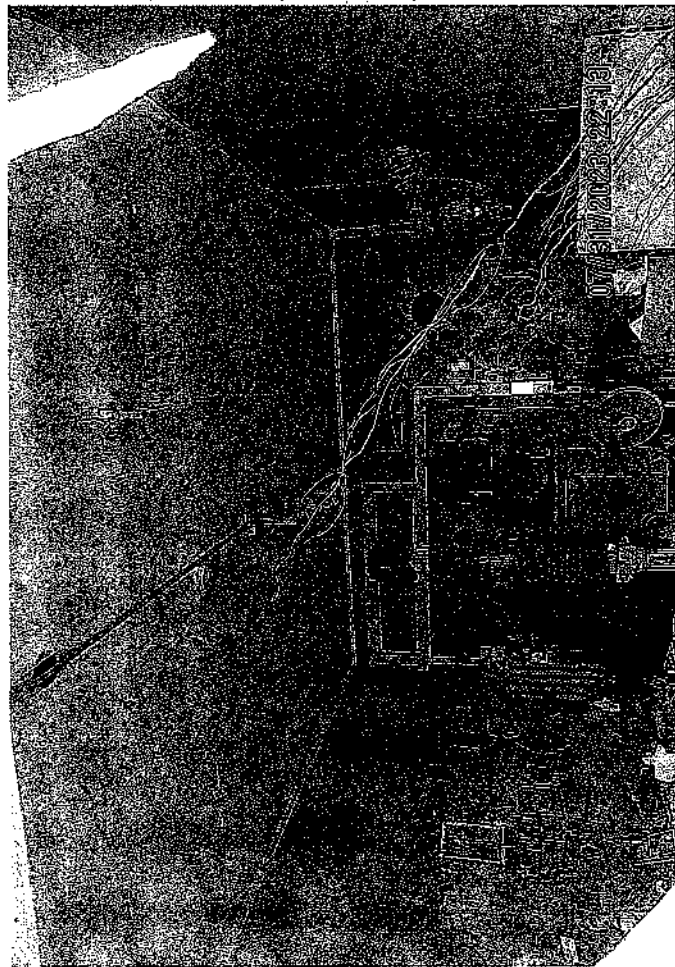
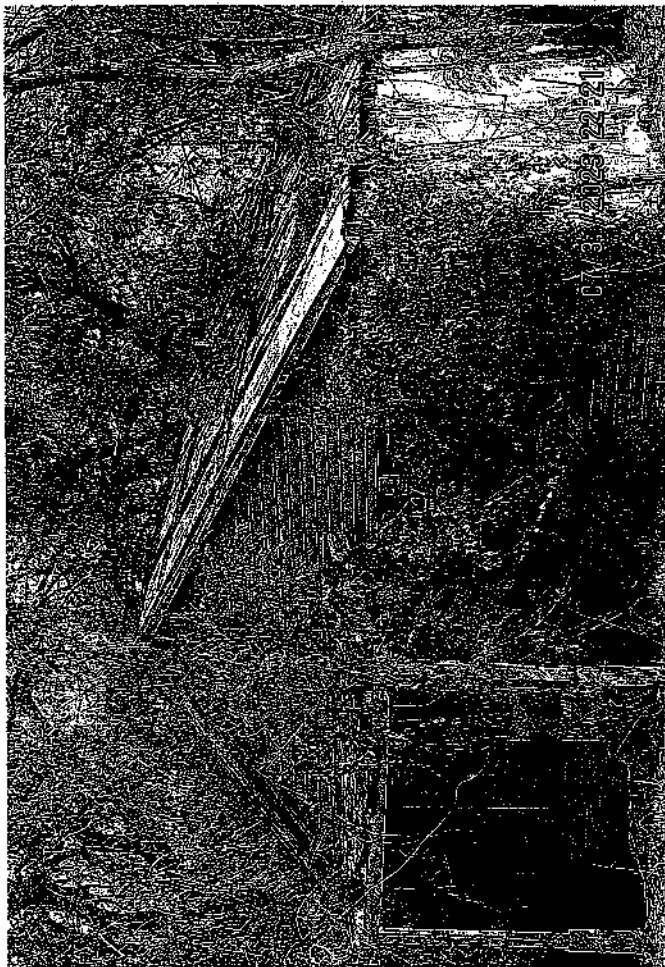
~~ADDRESSEE~~
1029 US HWY B
Missouri MO 64003
8/8
8/5
12/8/00

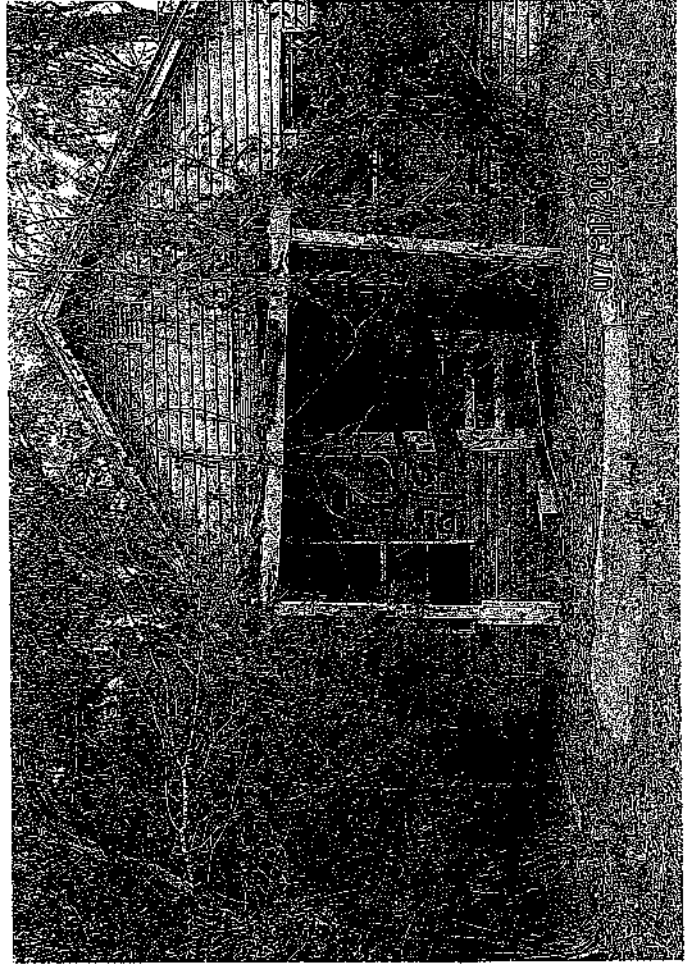
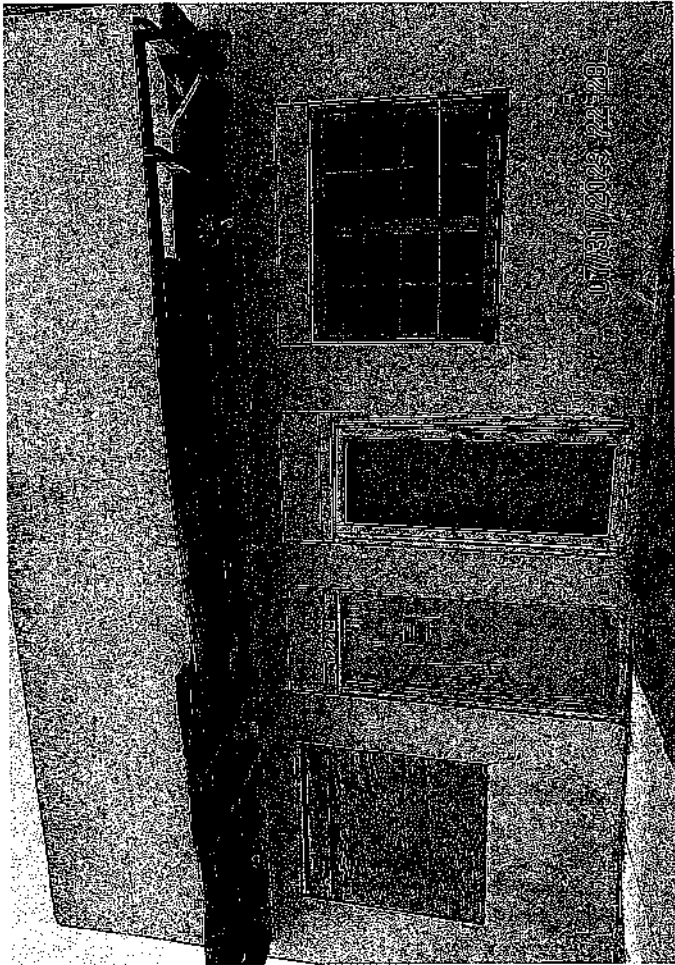


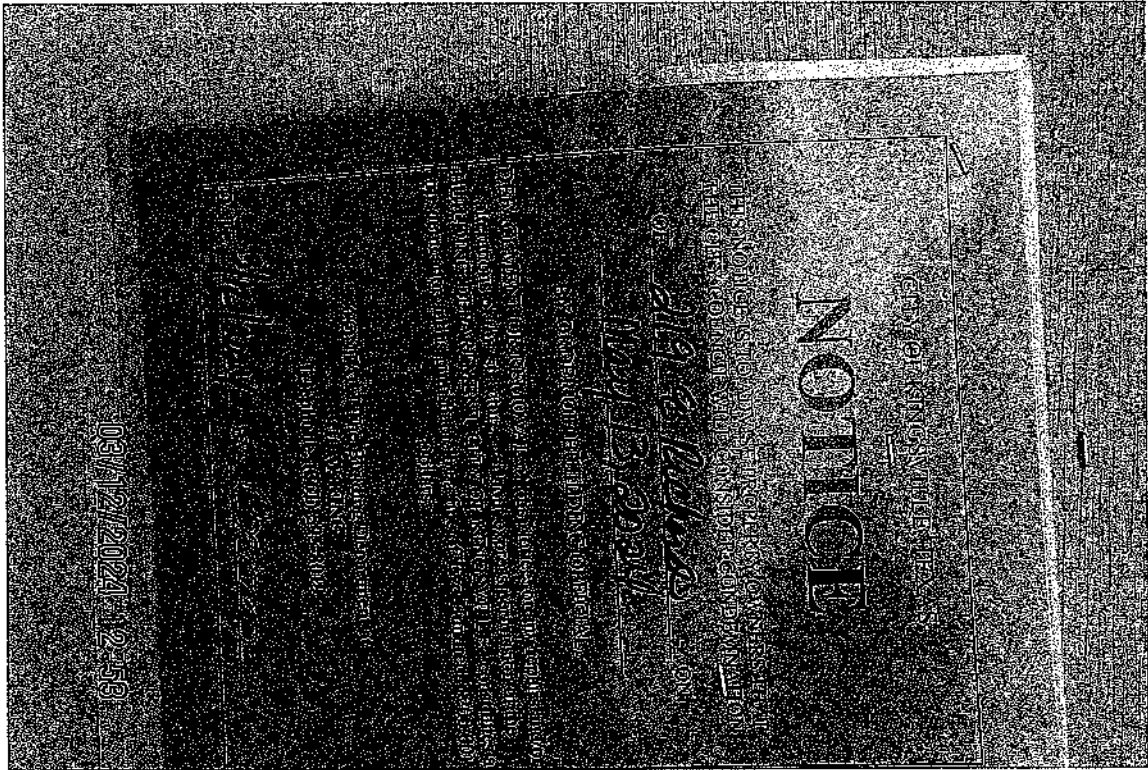












PUBLIC HEARING #2



MEMO

Date: April 25th, 2024

To: Mark McLaughlin (City Manager)

From: Erik Spitzer (Director of Planning and Development Services)

Subject: **The City of Kingsville Planning and Development Services Department is seeking approval from the City Commissioners and Mayor to demolish 8 existing residences that have been determined to be in a “condemned” status by the Building Official**

Summary: The Department of Planning and Development Services has identified eight (8) properties that exist in a condemned status and seeks City Commission’s approval for their subsequent demolition on 13 May 2024. Required Public Notice of such desire was completed on 11 April 2024 and 25 April 2024.

Background: The City of Kingsville Code of Ordinances defines the building condemnation process in Section 15-1-165: “Condemned Building or structure; specifications.” The Planning and Development Services Department completed detailed inspections that revealed the unsafe and dilapidated state of the identified eight properties listed below; consequently, these buildings have been declared uninhabitable. In addition, those properties residing in the Historic District were approved for demolition by the Historical Development Board on 20 March 2024. The relevant owners have been duly notified and nothing has been accomplished to improve or remove the dilapidated structures.

Financial Impact: Cost of demolition incurred will be billed to owners.

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

1. 721 Alexander Ave
2. 608 E Mesquite Ave
3. 614 W Ave F
4. 219 E Richard Ave
- 5. 223 E Richard Ave
6. ~~227 E Richard Ave~~
7. 301 E Richard Ave
8. 529 E Johnston Ave

Erik Spitzer
Director of Planning and Development Services

KISD recognizes top district teachers, students



Pictured are all the KISD staff that worked with the students to succeed in the UIL competition and other competitive meets. (Photos by Gloria Biggen-Cantu)



KISD district teachers were recognized at the March 26 school board meeting. Pictured from left, are Supt. Dr. Cissy Reynolds-Perez, Patricia Mendietta, Elementary School Teacher of the Year, Perez Principal Dr. Esperanza De Leon, Rebecca Perkins, Secondary Teacher of the Year, Gillett Principal Tanya Williams. School board members pictured in the back from left are Joe Morales, Martin Chapa, Brian Conley, Delma Salinas, James Gluskey and Joseph Ruiz.



KISD Elementary and Secondary Campus Teachers of the Year were recognized at the March 26 school board meeting. Pictured from left are Suzan Eteler for HMK High School, HMKHS Principal Dr. Elys Williams, Patricia Mendietta for Perez Elementary School, Perez Principal Dr. Esperanza DeLeon, Yessenia Nieto for Harrel Elementary School, Harrel Principal Delma Yzaguirre, Roni Enrique Castellano for Harvey Elementary School, Anallisa Farah, Executive Director for Elementary Instruction representing Harvey Principal Tommaso Terviso who was ill; Rebecca Perkins for Gillett Middle School, Gillett Principal Tanya Williams.



HMK High School music students are Texas All State members. Pictured from left are Supt. Dr. Cissy Reynolds-Perez, Emily De Santos, string bass, and Ducari Malone, Bass Clarinet.



HMK High School Jazz Band members received straight superior ratings at the Houston Jazz Festival, the UIL Region Solo and Ensemble and the TAMUK Jazz Festival. Pictured from left are Supt. Dr. Cissy Reynolds-Perez, Isabella Mendez, Randall Medina, Michael Rosales, Juan Cantu, Emily De Santos and Julian Mendez.

U.S. Department of Energy to Hold Tribal-Only Listening Sessions on the Draft Environmental Impact Statement for Activities in Support of Commercial HALEU Production

DOE released a draft Environmental Impact Statement (EIS) evaluating the potential impacts of the Department's proposed action to acquire high-assay low-enriched uranium (HALEU) for commercial nuclear energy use and demonstration projects and to establish domestic commercial HALEU production. DOE is hosting two virtual and one in-person Tribal-Only Listening sessions to explain the process used to analyze the proposed action and alternatives and seek oral comments and feedback from Tribes on the draft EIS.

Please see below for information on the tribal-only listening sessions. For anyone unable to attend, the virtual sessions will be recorded and made available on the project website.

All attendees must register to attend these tribal-only listening sessions. Please visit <https://www.energy.gov/hafe/hafe-environmental-impact-statement> to register.

Tribal-Only Virtual Listening Sessions:

1. Wednesday, April 10, 2024, at 6:00 pm ET via Zoom.
2. Thursday, April 11, 2024, at 9:00 pm ET via Zoom.

In-Person Tribal-Only Listening Session:

1. Tuesday, April 16, 2024, in Chandler, AZ at 5:30 p.m. MST
- * Upon registration, you will receive additional logistics and meeting details.

In addition to comments provided during the listening sessions, written comments may be submitted by mail or email now through April 22, 2024.

Written comments received through the mail must be postmarked by April 22, 2024, to ensure consideration.

Comments can be submitted to the following addresses:


Mail:

Mr. James Lovejoy
DOE EIS Document Manager
U.S. Department of Energy
Nuclear Operations Office,
1955 Fremont Avenue, MS 1235,
Idaho Falls, Idaho 83415

E-mail: HALEU-EIS@nuclear.energy.gov

Tribal comments and feedback will help DOE further refine its analysis, identify new information, and consider additional alternatives in preparation of the final EIS. Responses to comments and any associated revisions will be included in the final EIS.

For more information on the virtual hearings and registration, visit the draft EIS



KEEP AMERICA BEAUTIFUL GREAT AMERICAN CLEANUP

TRASH-OFF

The City of Kingsville will be hosting a TRASH-OFF
Citizens can dump their Trash for FREE!

Saturday, April 20, 2024 from 8:30 a.m. - 12 p.m.

*** Weather Permitting ***

Located at 6th Street & East Ave. B
Two blocks north of Kleberg Elementary School
You must provide proof of residency and utility bill.
No Contractors Allowed! Kingsville Residents Only!

We WILL Accept

- Appliances (no refrigerators or freezers)
- Brush
- Furniture
- Tires (8 per vehicle)

ONLY standard automobiles tires

We WILL NOT Accept

- Hazardous Waste
- Refrigerators or Freezers
- Concrete
- Household Garbage
- Shingles or Roofing Scraps

VOLUNTEERS NEEDED!

Contact Code Compliance for more information at (361) 605-0663

PUBLIC NOTICE

The City Commission will meet on Monday May 13, 2024, 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:

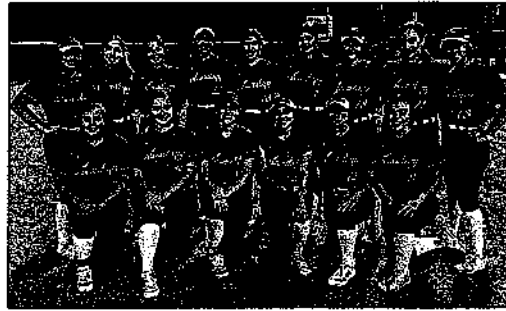
219 E RICHARD
223 E RICHARD
227 E RICHARD
301 E RICHARD
404 W RICHARD
529 E JOHNSTON
608 E MESQUITE
614 W AVE F
721 ALEXANDER

If you are the property owner, holder of mortgage(s), or anyone having a substantial interest in any of 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 the agenda, please contact the Building Department at (361) 595-8019 or (361)

Lady Badgers reach playoffs



The Bishop Lady Badgers will play in the Class 4A softball Bi-District playoffs against Fort Hood. It is a best-of-three series with Game One at 6 p.m. Thursday, April 25 at Fort Hood. Game Two will be at 6 p.m. in Bishop on Friday, April 26. Game Three, if necessary, will be at 3 p.m. Saturday, April 27 with place to be determined. For the Bishop game, all tickets are online only. No outside food or drinks allowed. (Contributed photo)



The Lady Lions captured the District Championship and now turn their sights to the Class 3A playoffs, where they look to return to the State finals once again. (Contributed photo)



The Riviera Lady Seabrook captured the District Championship and now turn their sights to the Class 2A playoffs, where they look to make a deep playoff run. (Contributed photo)

Riviera wins district title

By Ted Figueroa
Reporter

Call it a decade of dominance. The Riviera Seabrook softball team captured their 10th consecutive district championship at the conclusion of the regular season. The team went 10-0 in district play this year and are headed back to the playoffs as the No. 1 seed in Bi-District. The final game of the season was played last

week with a 14-0 victory over La Villa. Pitcher Skyler Ramos had 10 strikeouts. Haley Alegria went 2 for 2 with 4 RBIs, and Angelica Ortega went 2 for 3 with 3 RBIs. Riviera's playoff run is set to start this week with the best of three series beginning on Friday in Port Aransas at 7 p.m. Game two will be played in Riviera at noon on Saturday. Game three, if necessary, will be 30 minutes afterwards.



Regional dominance

HM King's Jasiah Rivera qualified for State with a pair of individual Regional Championships and one runner-up finish during the meet held at TAMUK over the weekend. Rivera won the 110 meter hurdles in a time of 14.02 seconds, as well as a win in the 300m hurdles (37.90), and second place in the long jump (24-2). Rivera will next compete at the State meet in Austin. (Contributed photo)

SGA ready for playoffs

By JT Swanson
Editor

The SGA Lady Lions (28-5 10-0) just completed the regular season with an undefeated District title, and now turn their sights to a bigger prize. "It wasn't easy, but we made it look easy," Head Coach Thomas de los Santos said. "Our district has some tough teams. In fact, I wouldn't be at all surprised to look up and see all four of the teams from our district making runs in the playoffs. You look at London, Hedgesville, San Diego, they all have teams that can get on a run." The Lady Lions will face Odem in a best-of-3 series beginning with a double header

in Robotown. The first game will be held at 5 p.m., with Game Two set for 30 minutes after the first game ends. Game Three, if necessary, will be held Saturday at 2 p.m. "Odem has a good team and we will definitely not be looking past them," De los Santos said. De los Santos said the Lady Lions, who finished as Class 3A runner-up last year, set an initial goal to win district. Up next is the second part: getting back to Austin and winning it all this time. "Teams in SGA's region who the Lady Lions could meet if they continue to advance include Hallettsville and Jourdanton, squads they defeated

last season in the playoffs. "As a team, our girls aren't looking past anyone," De los Santos said. "But my job as coach is to do some advanced scouting and have us prepared for any potential opponents." SGA fields a deep and talented roster of batters. They are also led by a trio of sophomore pitchers, such with the ability to shut down opponents. D'Andra Fernandez headlines the group, after pitching most of the post-season games a year ago. However, Lexi Ruiz and Nathalia Escobedo have also proven their mettle in the first 33 games this season as well.

Driscoll ISD

Accepting Transfer Applications

Driscoll ISD is now accepting
K - 8th STUDENT TRANSFER APPLICATIONS
for the 2024 - 2025 SCHOOL YEAR

Driscoll Independent School District, home of Driscoll Elementary and Middle School, a PK - 8th grade is now accepting transfer students in Kindergarten - 8th grades for the 2024-2025 school year. Students accepted for transfer will be on a TUITION FREE basis.



Space is limited! APPLY TODAY.

and your child(ren) will have exceptional teachers, one-to-one instructional technology, a state-of-the-art facility, and a challenging curriculum all in the comforts of a small class size environment. DISD offers a variety of extracurricular opportunities including Afterschool Clubs for all ages & Middle School cross-country, football, volleyball, basketball, track, baseball, softball and UIL Academics, enhance the overall academic program.

Applications may be picked up at the campus office or downloaded from the district website at www.driscollisd.us. Please contact the campus principal, Ms. Lynn Landenberg (landenberg@driscollisd.us) at 387-7349 ext. 8106 or the school Superintendent, Dr. Cynthia M. Garcia (garcia@driscollisd.us) at ext. 8009 for more information.

Driscoll ISD

PUBLIC NOTICE

The City Commission will meet on Monday May 13, 2024, 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:

- 219 E RICHARD
- 223 E RICHARD
- 227 E RICHARD
- 301 E RICHARD
- 404 W RICHARD
- 529 E JOHNSTON
- 608 E MESQUITE
- 614 W AVE F
- 721 ALEXANDER

If you are the property owner, holder of mortgage(s), or anyone having a substantial interest in any of 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 the agenda, please contact the Building Department at (361) 595-8019 or (361)



CITY OF KINGSVILLE

P.O. BOX 1458
KINGSVILLE, TX 78364

REPORT ADDRESS 223 E Richard		INITIATED BY Maryann Trejo	BUILDING OFFICIAL
LEGAL DESCRIPTION Orig Town	BLOCK 12	LOT 12,N72' 13-16	
OWNER NAME Ernesto Solis Estate% Eli Solis	OWNER'S ADDRESS PO Box 671	CITY/STATE/ZIP Kingsville, TX 78364-0671	

PROPERTY CONDITION REPORT

PICTURES TAKEN:	Y OR N	ACCEPTABLE			REASON CODE	COMMENT CODES
	Y	YES	NO	N/A		
Building			X		AB,C,D,H,I	1,5
Condition		X				
Yard						
Condition		X				
Utilities						
Electric			X			
Gas			X			
Water			X			
Roof						
Covering			X		C,D,H	
Walls						
Exterior			X		C,D	
Interior				X		
Ceilings			X		B,C,H	
Windows/Doors						
Secured			X		D	
Condition			X		D	
Foundation						
Exterior				X		
Interior				X		
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 NUCIANCE TO CHILDREN
2. A HARBOR FOR VAGRANTS, CRIMINAL AND IMMORAL PEOPLE
3. EVIDENCE OF ROACH, RAT, MOUSE, OR OTHER VERMIN FOUND
4. PARTIAL
5. UNCOVERED ROOF
6. GRAFFITI

BUILDING OFFICIAL COMMENTS:

HAS BEEN WITHOUT WATER SINCE No such address in sy AND ELECTRICAL SINCE No records

SIGNATURE: _____

Maryann Trejo
CITY OF KINGSVILLE BUILDING OFFICIAL

DATE: _____

02/14/23

CONDEMNATION CHECKLIST

Property Address: 223 E Richard Phone: _____
 Property Owner: Ernesto Esteban Solis 90 Phone: _____
 Owner's Address: Eli Solis Fax: _____
P.O. Box 671, Kingsville TX 78364

PLANNED DATE	ACTUAL DATE	ACTION
<input type="checkbox"/> <u>7-31-2023</u>	<u>7-31-2023</u>	1. Identify structure unfit for human habitation.
<input type="checkbox"/> <u>7-31-2023</u>	<u>7-31-2023</u>	2. Inspect Property. (Building Official) <input type="checkbox"/> a. Prepare inspection report and date. <input type="checkbox"/> b. Photograph property with date stamp.
<input type="checkbox"/> <u>8-14-2023</u>	<u>8-14-2023</u>	3. Determine ownership from county assessment & tax collection record.
<input type="checkbox"/> <u>8-14-2023</u>	<u>8-14-2023</u>	4. Obtain legal description.
<input type="checkbox"/> <u>8-14-2023</u>	<u>8-14-2023</u>	5. Obtain or complete title report to verify ownership & other vested interests, such as mortgage holders, trustees, etc.
<input type="checkbox"/> <u>8-15-2023</u>	<u>8-15-2023</u>	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.
<input type="checkbox"/> _____	_____	7. 2 nd Notice Sent. (10 day response) (Optional)
<input type="checkbox"/> _____	_____	8. If response is not received or is not adequate, proceed as follows:
<input type="checkbox"/> <u>3-1-24</u>	<u>3-1-24</u>	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.
<input type="checkbox"/> <u>3-12-24</u>	<u>3-12-24</u>	<input type="checkbox"/> a. Owner unknown or whereabouts not known or such owner is a nonresident of Texas. 1) Post affidavit in newspaper twice a week for one week
<input type="checkbox"/> <u>3-12-24</u>	<u>3-12-24</u>	10. Post sign on property advising date the City

<input type="checkbox"/> <u>3/20/24</u>	<u>3/20/24</u>
<input type="checkbox"/> <u>3/12/24</u>	<u>3/12/2024</u>
<input type="checkbox"/> <u>3-11-24</u>	<u>3-11-24</u>

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

- Council will consider condemnation of structure.
- 11. Within the Historical District. Meeting date to be heard by the Historical Development Board.
- 12. Photograph posted sign with date stamp.
- 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.

IMPROVEMENTS 0
 LAND MARKET + 14,100
 MARKET VALUE = 14,100
 PRODUCTIVITY LOSS 0
 APPRAISED VALUE = 14,100
 HS CAP LOSS - 0
 ASSESSED VALUE = 14,100
 EXEMPTIONS

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

SOLIS ERNESTO ESTATE
 % ELI SOLIS
 PO BOX 671
 KINGSVILLE, TX 78364-0671

OWNER ID 12859
 OWNERSHIP 100.00%

Ref ID: R21171
 Map ID: C1

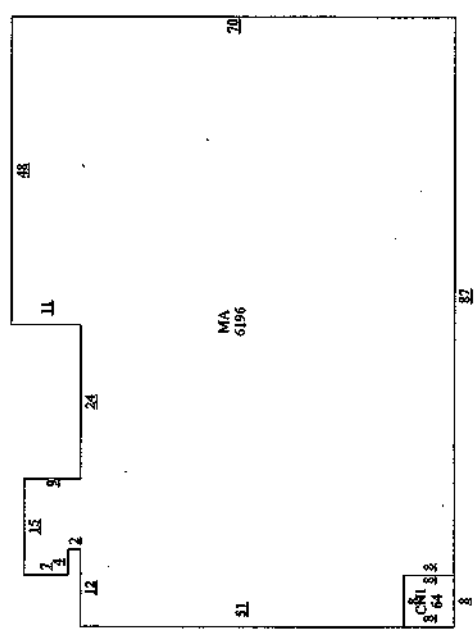
US 223 E RICHARD TX
 GENERAL

LAST APPR. IE
 LAST APPR. YR 2023
 LAST INSP. DATE 04/12/2023
 NEXT INSP. DATE

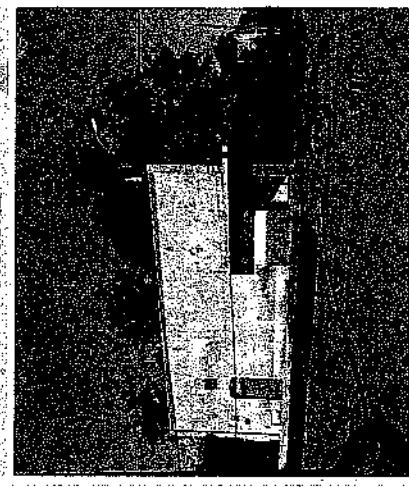
FOR 2023 CHG LAND TABLE TO FF150D140 PER
 IE 4/12/23 5/5/23 JO -- FOR 2022 UPDATE ACCT
 BY SCHEDULES PER CT 3/1/22 3/3/22 JO -- FOR
 2021 UPDATE PER NEW SCHEDULES - APPR

BUILDING PERMITS
 SUE DT PERMIT TYPE PERMIT AREA ST PERMIT VAL

LE DT PRICE GRANTOR DEED INFO
 /01/1990 VILLASENOR FELIP OT /35/685
 /01/1988 UNKNOWN OT /9/486



PICTURE



IMPROVEMENT INFORMATION

TYPE	DESCRIPTION	MTHD	GLASS	SUBCL	AREA	UNIT PRICE	UNITS	BUILT	EFF YR	COND.	VALUE	DEPR	PHYS	ECON	FUNC	COMP	ADJ	ADJ VALUE
MA	MAIN AREA	C	RS2L		6,196.0	43.54	1	1955	1955	21%	0.01%	100%	100%	100%	100%	100%	0.00	0
CV1	CANOPY BASIC	C			64.0	8.71	1	1955	1955	20%	0.01%	100%	100%	100%	100%	100%	0.00	0
COMMERCIAL	(E MARTINEZ STORE/CLOSED)				6,260.0						0							0

IMPROVEMENT FEATURES

Foundation	1	FD1	0
Exterior Wall	1	EW3	0
Interior Finish	1	INI	0
Roof Style	1	RT3-RM3	0
Flooring	1	FL3	0
Heating/Cooling	1	HA2	0
Plumbing	1	1	0

LAND INFORMATION

DESCRIPTION	UNIT PRICE	GROSS VALUE	ADJ MASS ADJ	VAL SRC	IRR Wells: 0	Capacity: 0	Oil Wells: 0
F1	150.00	3,750	1.00	1.00 A	3,750	NO	0.00
F1	103.50	10,350	1.00	1.00 A	10,350	NO	0.00
oment: F: 25.0 R: 25.0 D: 140.0 FF							
oment: F: 100.0 R: 100.0 D: 72.0 FF							
							14,100

2022 TAX STATEMENT



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

Certified Owner:
 SOLIS ERNESTO ESTATE
 % ELI SOLIS
 PO BOX 671
 KINGSVILLE, TX 78364-0671

Legal Description:
 ORIG TOWN, BLOCK 12, LOT 12, N72' 13-16

Account No: 100101212000192

Appr. Dist. No.: 21171

As of Date: 08/10/2023

Legal Acres: .2456

Parcel Address: 223 E RICHARD

Print Date: 08/10/2023 Print By: JLARA

Market Value		Appraised Value	Assessed Value	Capped Value	Homesite Value	Agricultural Market Value	Non-Qualifying Value
Land	Improvement						
\$6,580	\$0	\$6,580	\$6,580	\$0	\$0	\$0	\$6,580

Taxing Unit	Assessed Value (100%)	Exemptions		Taxable Value	Tax Rate	Tax
		Code	Amount			
KLEBERG COUNTY SALES TAX SAVINGS IS \$9.18	\$6,580		\$0.00	\$6,580	0.7718700	\$50.79
CITY OF KINGSVILLE SALES TAX SAVINGS IS \$12.23	\$6,580		\$0.00	\$6,580	0.8250900	\$54.29
KINGSVILLE ISD	\$6,580		\$0.00	\$6,580	1.5189000	\$99.94
SOUTH TX WATER AUTH	\$6,580		\$0.00	\$6,580	0.0784890	\$5.16

Total Tax: \$210.18
 Total Tax Paid to date: \$210.18
 Total Tax Remaining: \$0.00

Exemptions:

AMOUNT DUE IF PAID BY:

08/31/2023 19%	10/02/2023 20%	10/31/2023 21%	11/30/2023 22%	01/01/2024 23%	01/31/2024 24%
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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.

School Information:

KINGSVILLE ISD 2022 M&O .99980000 I&S .51910000 Total 1.5189000 2021 M&O 1.0265000 I&S .49240000 Total 1.5189000

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

4.174

Print Date: 08/10/2023

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

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



100101212000192
 SOLIS ERNESTO ESTATE
 % ELI SOLIS
 PO BOX 671
 KINGSVILLE, TX 78364-0671

AMOUNT PAID:
 \$ _____

2023 TAX STATEMENT



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

Certified Owner:
 SOLIS ERNESTO ESTATE
 % ELI SOLIS
 PO BOX 671
 KINGSVILLE, TX 78364-0671

Legal Description:
 ORIG TOWN, BLOCK 12, LOT 12, N72' 13-16

Account No: 100101212000192
 As of Date: 02/13/2024

Appr. Dist. No.: 21171

Legal Acres: .2456
 Parcel Address: 223 E RICHARD
 Print Date: 02/13/2024 Print By: JLARA

Market Value		Appraised Value	Assessed Value	Capped Value	Homesite Value	Agricultural Market Value	Non-Qualifying Value
Land	Improvement						
\$14,100	\$0	\$14,100	\$14,100	\$0	\$0	\$0	\$14,100

Taxing Unit	Assessed Value (100%)	Exemptions		Taxable Value	Tax Rate	Tax
		Code	Amount			
KLEBERG COUNTY SALES TAX SAVINGS IS \$19.68	\$14,100		\$0.00	\$14,100	0.7718700	\$108.83
CITY OF KINGSVILLE SALES TAX SAVINGS IS \$26.21	\$14,100		\$0.00	\$14,100	0.7600000	\$107.16
KINGSVILLE ISD	\$14,100		\$0.00	\$14,100	1.4104000	\$198.87
SOUTH TX WATER AUTH	\$14,100		\$0.00	\$14,100	0.0703740	\$9.92

Total Tax: \$424.78
 Total Tax Paid to date: \$424.78
 Total Tax Remaining: \$0.00

Exemptions:

AMOUNT DUE IF PAID BY:

02/29/2024 7%	04/01/2024 9%	04/30/2024 11%	05/31/2024 13%	07/01/2024 15%	07/31/2024 18 + up to 20%
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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.

School Information:

KINGSVILLE ISD 2023 M&O .78290000 I&S .62750000 Total 1.4104000 2022 M&O .99980000 I&S .51910000 Total 1.5189000

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

4.1.74

Print Date: 02/13/2024

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

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



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

100101212000192
 SOLIS ERNESTO ESTATE
 % ELI SOLIS
 PO BOX 671
 KINGSVILLE, TX 78364-0671

AMOUNT PAID:

\$

2023 PRELIMINARY ROLL
CKI - CITY OF KINGSVILLE

Geo ID Order

07/31/2023 20:29PM

Prop ID	Owner	%	Legal Description	Values
10354	71019	100.00	R Geo: 100101205000192 ELDAKROURY MOHAMED 4714 PRESCOTT ST CORPUS CHRISTI, TX 78416	Effective Acres: 0.000000 Acres: 0.0000 Map ID: Mtg Cd: DBA:
			ORIG TOWN, BLOCK 12, LOT 5, 6, 7	Imp HS: 0 Imp NHS: 0 Land HS: 0 Land NHS: 11,250 C1 Prod Use: 0 Prod Mkt: 0
			State Codes: C1 Situs: 207 E RICHARD	Market: 11,250 Prod Loss: 0 Appraised: 11,250 Cap: 0 Assessed: 11,250 Exemptions: 0

Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				11,250	0	11,250	0.825000	92.81

19622	61344	100.00	R Geo: 100101208000192 SANCHEZ ELIZAR ETUX ROSA MARIA 217 E RICHARD AVE KINGSVILLE, TX 78363-4525	Effective Acres: 0.000000 Acres: 0.0000 Map ID: Mtg Cd: DBA:
			ORIG TOWN, BLOCK 12, LOT 8, 9	Imp HS: 19,070 Imp NHS: 0 Land HS: 7,500 Land NHS: 0 C1 Prod Use: 0 Prod Mkt: 0
			State Codes: A Situs: 217 E RICHARD	Market: 26,570 Prod Loss: 0 Appraised: 26,570 Cap: 3,120 Assessed: 23,450 Exemptions: HS

Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				23,450	0	23,450	0.825000	193.46

20414	15581	100.00	R Geo: 100101210000192 SOLIZ ARMELA L PO BOX 1826 KINGSVILLE, TX 78364-1826	Effective Acres: 0.000000 Acres: 0.0000 Map ID: Mtg Cd: DBA:
			ORIG TOWN, BLOCK 12, LOT 10	Imp HS: 0 Imp NHS: 0 Land HS: 0 Land NHS: 3,750 C1 Prod Use: 0 Prod Mkt: 0
			State Codes: F1 Situs: 227 E RICHARD TX	Market: 3,750 Prod Loss: 0 Appraised: 3,750 Cap: 0 Assessed: 3,750 Exemptions: 0

Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				3,750	0	3,750	0.825000	30.94

12696	12242	100.00	R Geo: 100101211000192 GARZA FELIPE M 627 W B AVE KINGSVILLE, TX 78363-3613	Effective Acres: 0.000000 Acres: 0.0000 Map ID: Mtg Cd: DBA:
			ORIG TOWN, BLOCK 12, LOT 11	Imp HS: 0 Imp NHS: 2,960 Land HS: 0 Land NHS: 3,750 C1 Prod Use: 0 Prod Mkt: 0
			State Codes: A, F1 Situs: 219 E RICHARD TX	Market: 6,710 Prod Loss: 0 Appraised: 6,710 Cap: 0 Assessed: 6,710 Exemptions: 0

Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				6,710	0	6,710	0.825000	55.36

21171	12859	100.00	R Geo: 100101212000192 SOLIS ERNESTO ESTATE % ELI SOLIS PO BOX 671 KINGSVILLE, TX 78364-0671	Effective Acres: 0.000000 Acres: 0.0000 Map ID: Mtg Cd: DBA:
			ORIG TOWN, BLOCK 12, LOT 12, N72' 13-16	Imp HS: 0 Imp NHS: 0 Land HS: 0 Land NHS: 14,100 C1 Prod Use: 0 Prod Mkt: 0
			State Codes: F1 Situs: 223 E RICHARD TX	Market: 14,100 Prod Loss: 0 Appraised: 14,100 Cap: 0 Assessed: 14,100 Exemptions: 0

Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				14,100	0	14,100	0.825000	116.33

14194	13350	100.00	R Geo: 100101213001192 RODRIGUEZ MARIO ETUX NORA 517 N 7TH ST KINGSVILLE, TX 78363-4509	Effective Acres: 0.000000 Acres: 0.0000 Map ID: Mtg Cd: DBA:
			ORIG TOWN, BLOCK 12, LOT S68' 13-16	Imp HS: 0 Imp NHS: 51,750 Land HS: 0 Land NHS: 9,900 C1 Prod Use: 0 Prod Mkt: 0
			State Codes: A Situs: 517 N 7TH ST TX	Market: 61,650 Prod Loss: 0 Appraised: 61,650 Cap: 0 Assessed: 61,650 Exemptions: 0

Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				61,650	0	61,650	0.825000	508.61

14836	13350	100.00	R Geo: 100101213002192 RODRIGUEZ MARIO ETUX NORA 517 N 7TH ST KINGSVILLE, TX 78363-4509	Effective Acres: 0.000000 Acres: 0.0000 Map ID: Mtg Cd: DBA:
			ORIG TOWN, BLOCK 12, LOT S68' 13-16, (IMP ONLY) (EL PASTEL BAKERY)	Imp HS: 0 Imp NHS: 80,780 Land HS: 0 Land NHS: 0 C1 Prod Use: 0 Prod Mkt: 0
			State Codes: F1 Situs: 517 N 7TH ST TX	Market: 80,780 Prod Loss: 0 Appraised: 80,780 Cap: 0 Assessed: 80,780 Exemptions: 0

Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				80,780	0	80,780	0.825000	668.44

CITY OF KINGSVILLE



P. O. BOX 1458 - KINGSVILLE, TEXAS 78364

AUGUST 15, 2023

ERNESTO SOLIS ESTATE AND ELI SOLIS
P.O. BOX 671
KINGSVILLE, TX, 78364

Re: ORIG TOWN, BLOCK 12, LOT 12, N72' 13-16 223 E RICHARD KINGSVILLE TX

Dear Sir or Madam:

It has been determined that the structure at **223 E Richard 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.

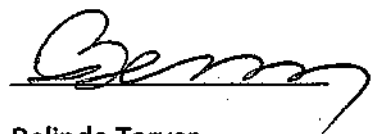
WE MUST RECEIVE WRITTEN RESPONSE FROM YOU WITHIN TEN (10) DAYS FROM THIS NOTICE INDICATING THE ACTION YOU INTEND TO TAKE WITHIN THE NEXT THIRTY (30) DAYS TO CORRECT SUBSTANDARD CONDITIONS.

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,



Belinda Tarver
Building Official



BUILDING DEPARTMENT

City of Kingsville
Phone: 361-595-8019

CERTIFIED MAIL – RETURN RECEIPT #7021 0950 0000 4793 9071

MARCH 1, 2024

ERNESTO SOLIS ESTATE% ELI SOLIS
P.O. BOX 671
KINGSVILLE, TX 78364

Re: **HEARING FOR PROPERTY AT 223 E RICHARD KINGSVILLE TX**

Dear Sir or Madam:

On AUGUST 15, 2023, a letter was sent from the City of Kingsville stating that your property located at **223 E RICHARD** 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.

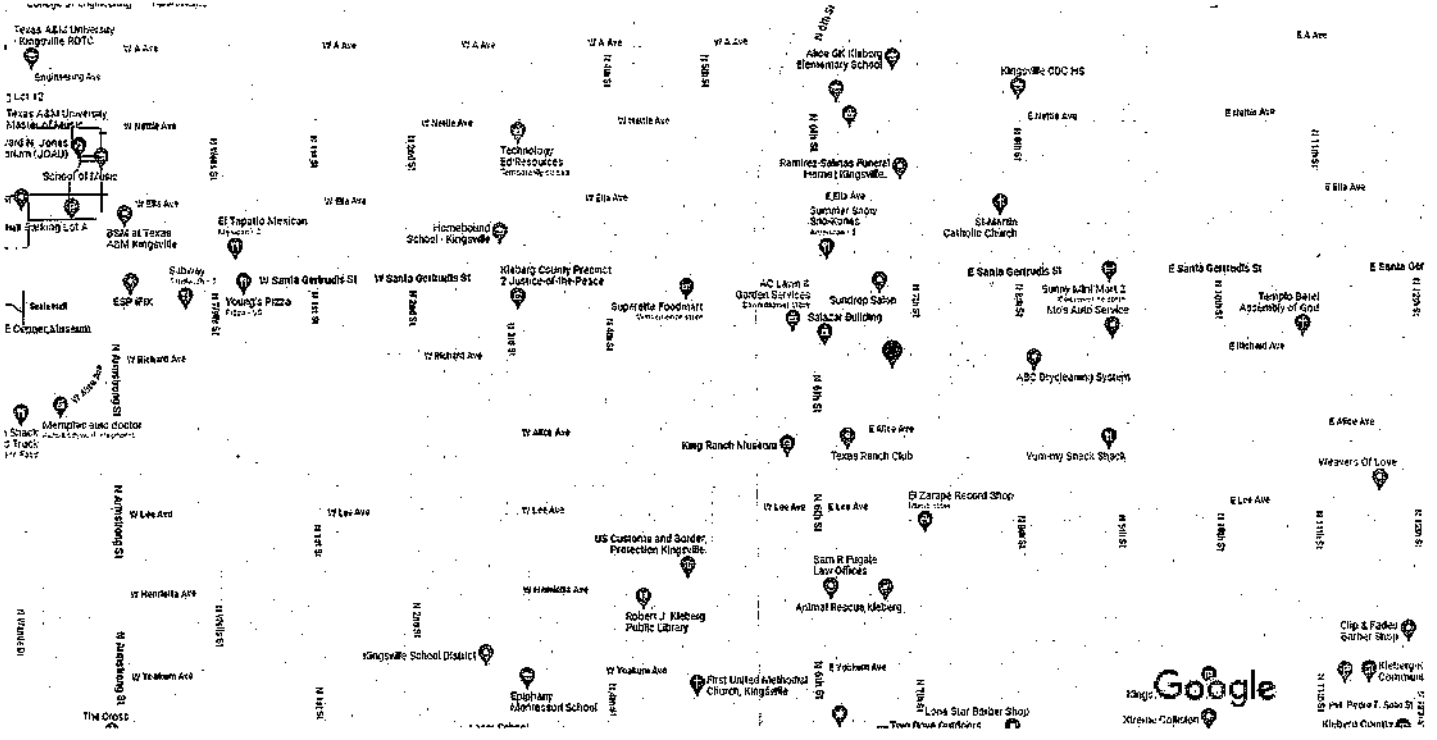
You are hereby cited to appear before the City Commission at a public hearing on **Monday, MAY 13, 2024, at 5:00 p.m.** to show cause why such structures should not be condemned. You may appear in person, by agent or by counsel at the hearing. You will need to submit at the hearing proof of the scope 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 **MAY 13, 2024.**

The hearing will take place at the Helen Kleberg Groves Community Room located on the first floor of City Hall, 400 West King, Kingsville, Texas, during a regularly scheduled meeting of the City Commission.

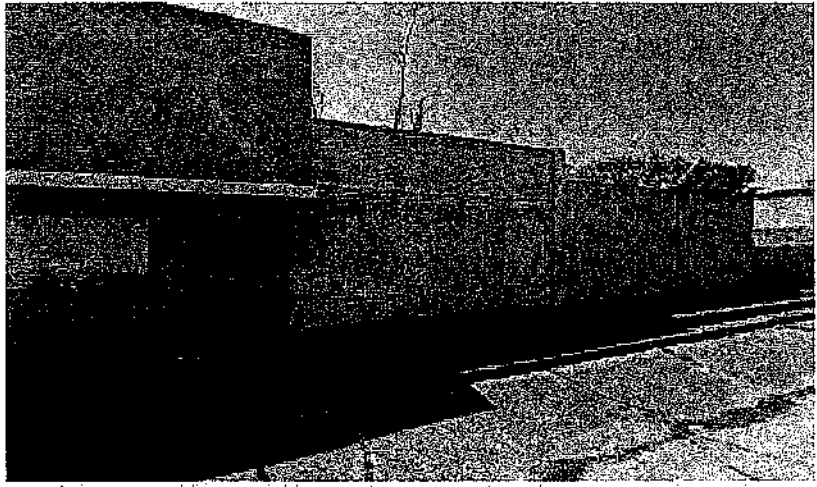
If you have any questions about the condemnation process or how to get a building permit to fix the structures, please contact me at (361) 595-8019.

Sincerely,







Belinda Tarver
Building Official



Map data ©2023 Google 200 ft



223 E Richard Ave

- 
Directions
- 
Save
- 
Nearby
- 
Send to phone
- 
Share

 223 E Richard Ave, Kingsville, TX 78363

G4CM+J9 Kingsville, Texas

PUBLIC NOTICE

The City Commission will meet on Monday May 13, 2024, 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:

219 E RICHARD
223 E RICHARD
227 E RICHARD
301 E RICHARD
404 W RICHARD
529 E JOHNSTON
608 E MESQUITE
614 W AVE F
721 ALEXANDER

If you are the property owner, holder of mortgage(s), or anyone having a substantial interest in any of 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 the agenda, please contact the Building Department at (361) 595-8019 or (361) 595-8020.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece or on the front if space permits.

Article Addressed to
 Ernesto Solis Eche
 96 Solis
 P.O. Box 471
 Kingsville TX 78364



9596 9402 7855 2234 1272 31

Article Number (transfer from service label)

7021 0950 0000 4793 8654

PS Form 3817 July 2020 PSN 7530-02-000-9053

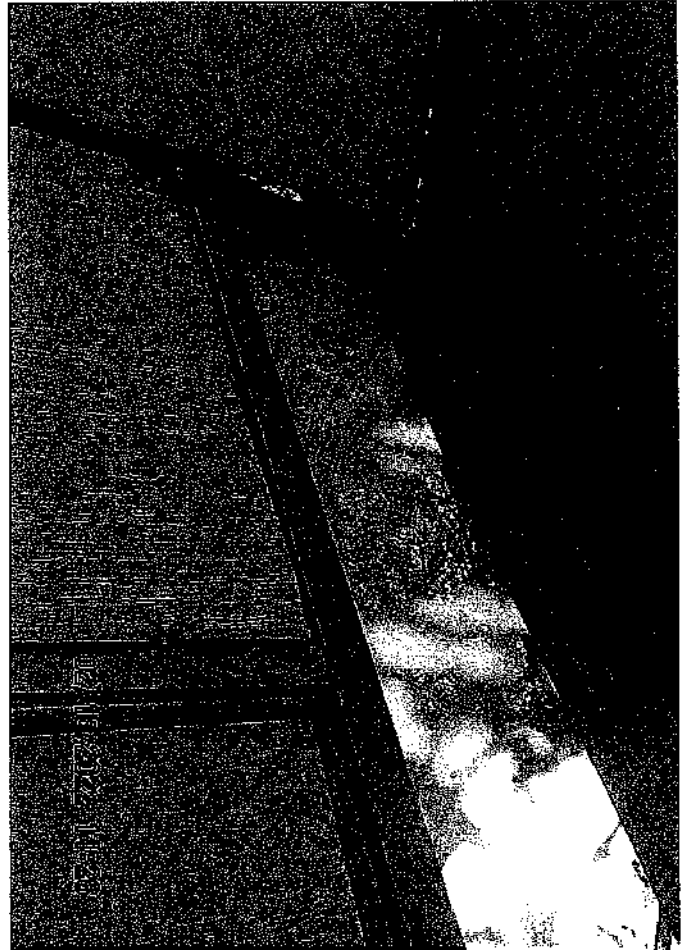
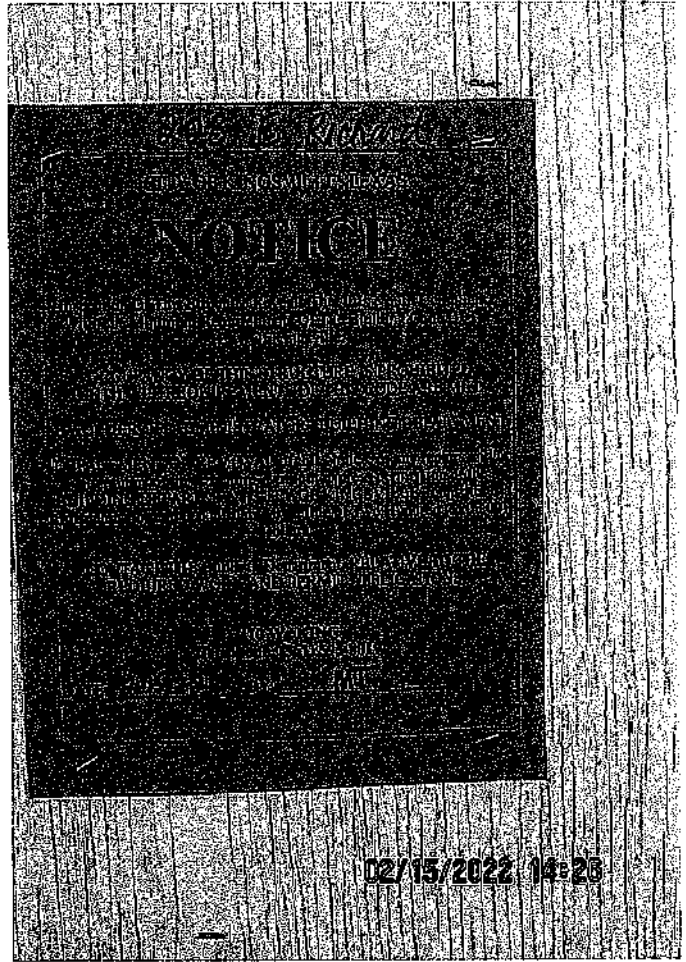
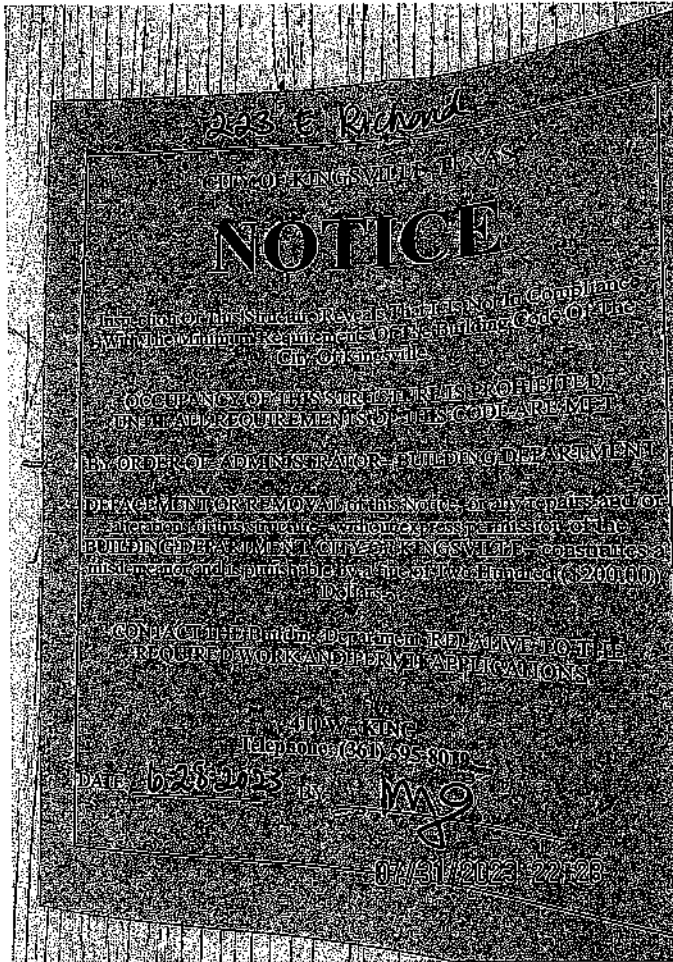
COMPLETE THIS SECTION ON DELIVERY

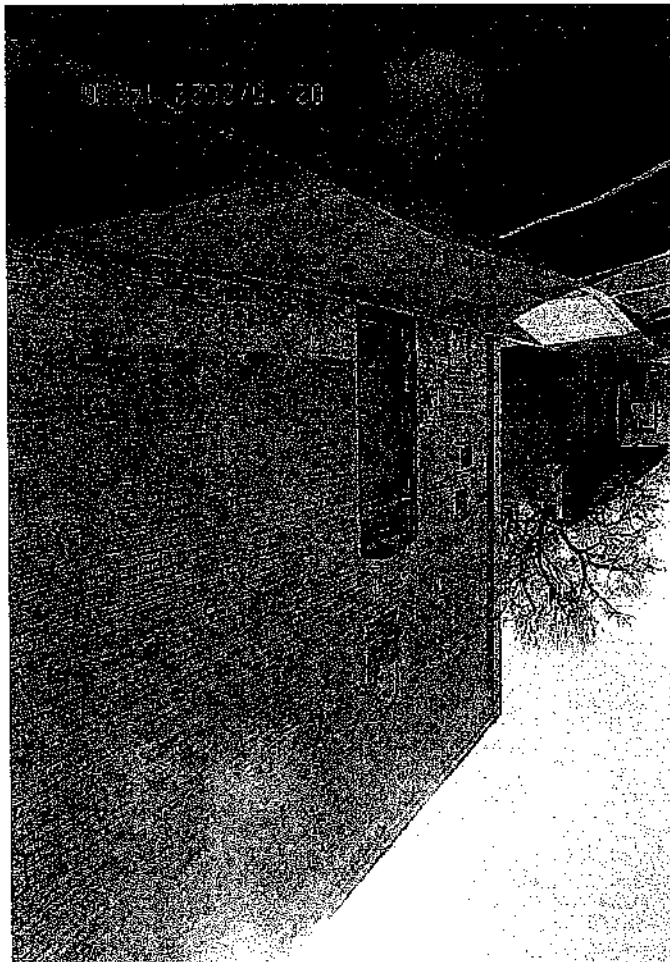
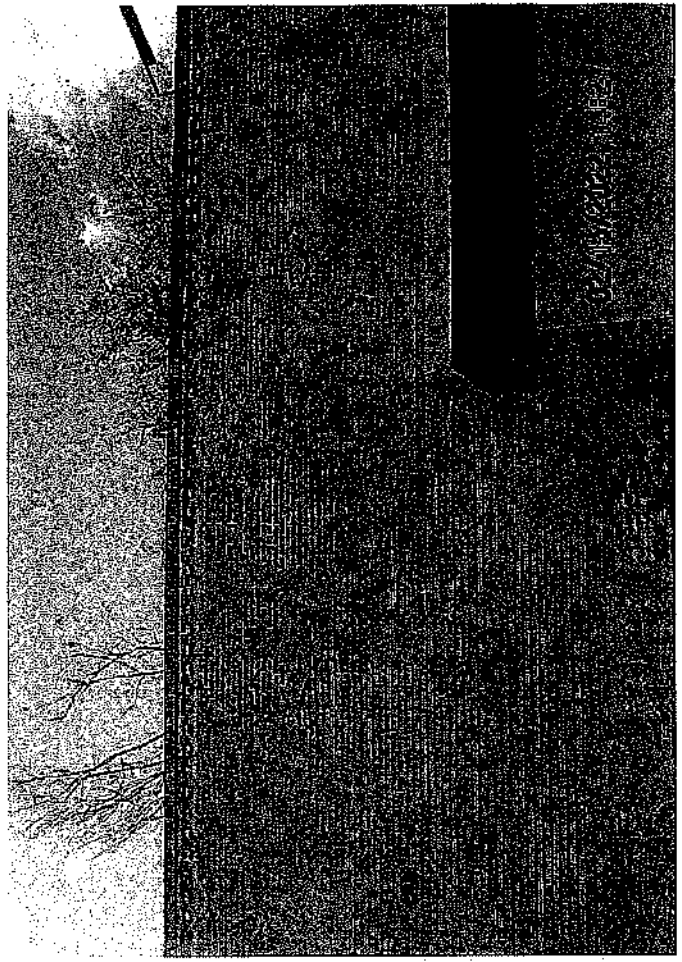
1. Service type
 Adult Signature
 Registered Mail™
 Registered Mail Restricted
 Certified Mail™
 Signature Confirmation™
 Signature Confirmation Restricted Delivery
 Collect on Delivery
 Collect on Delivery Restricted Delivery
 Mail Restricted Delivery

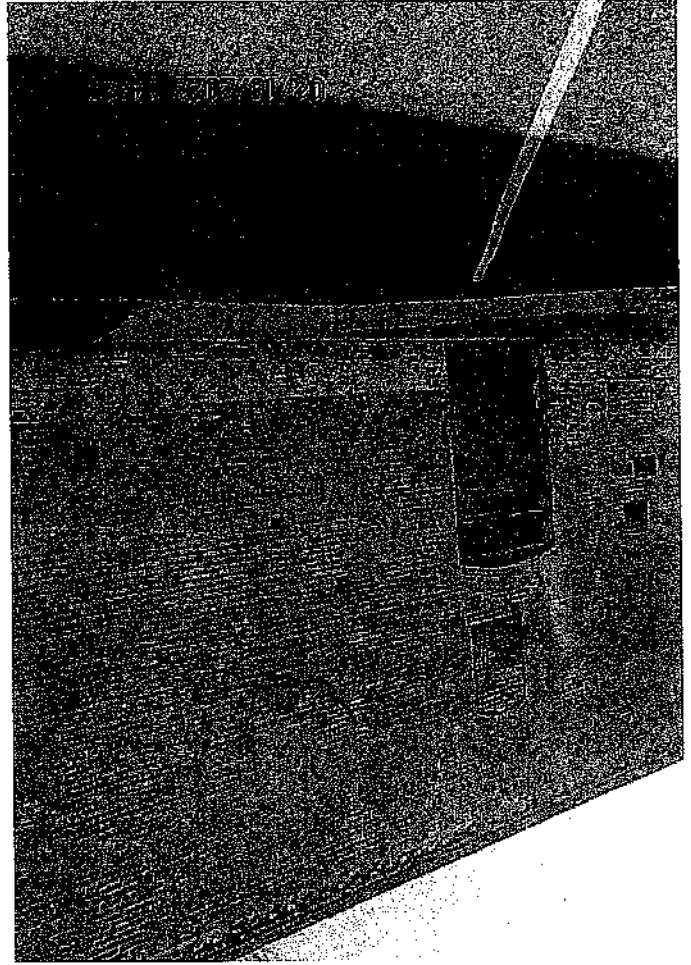
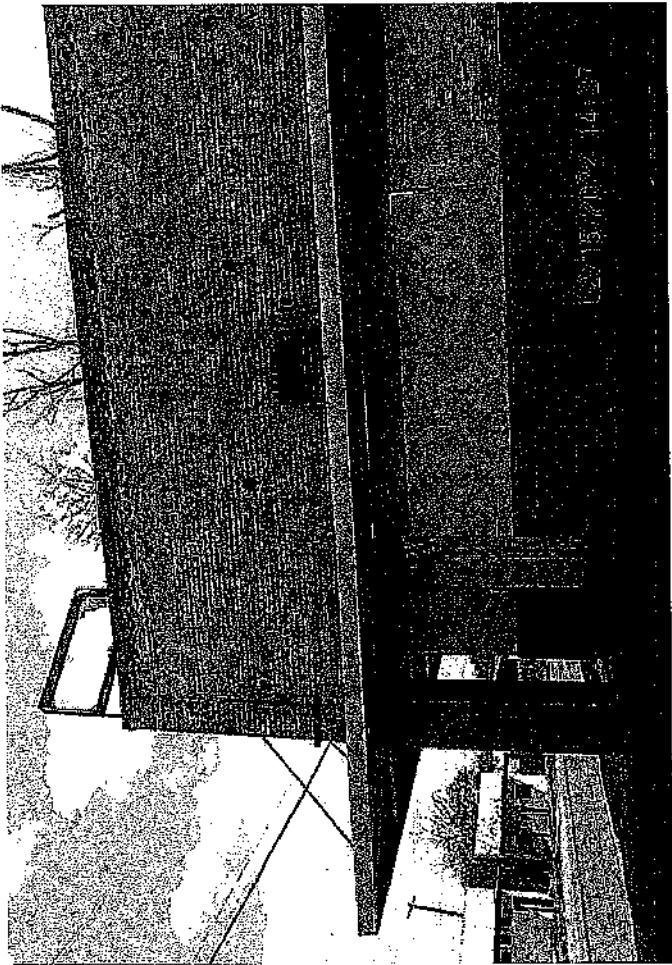
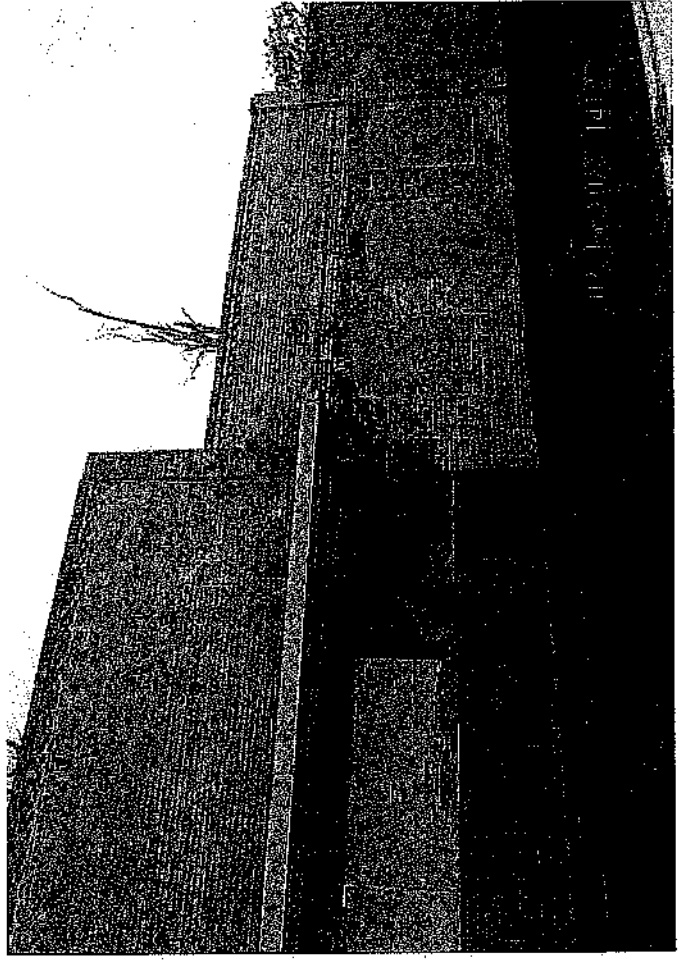
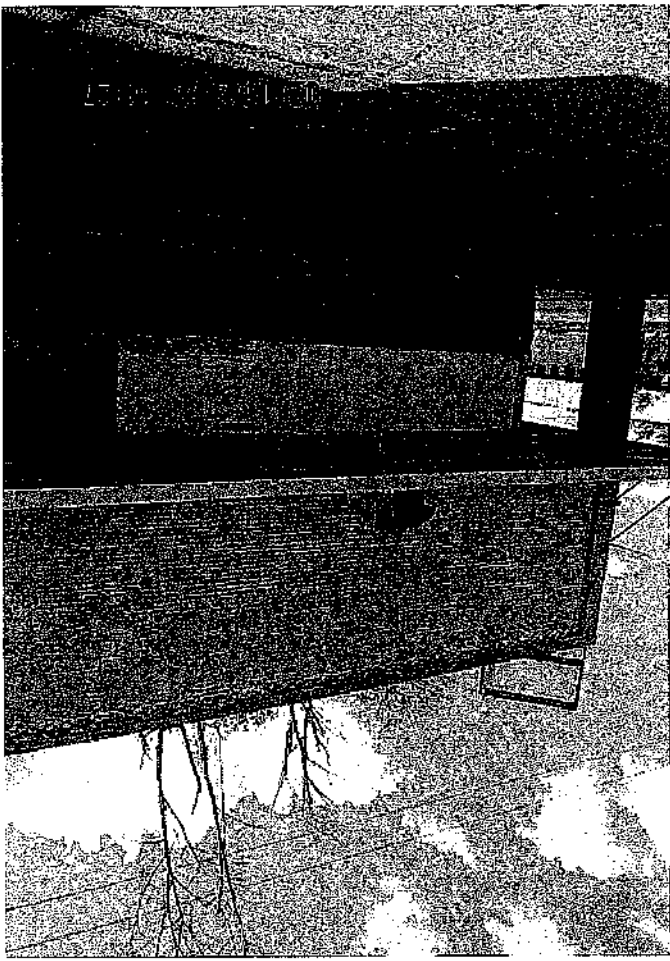
2. Is delivery address different from item 1? Yes
 No
 If YES, enter delivery address below.

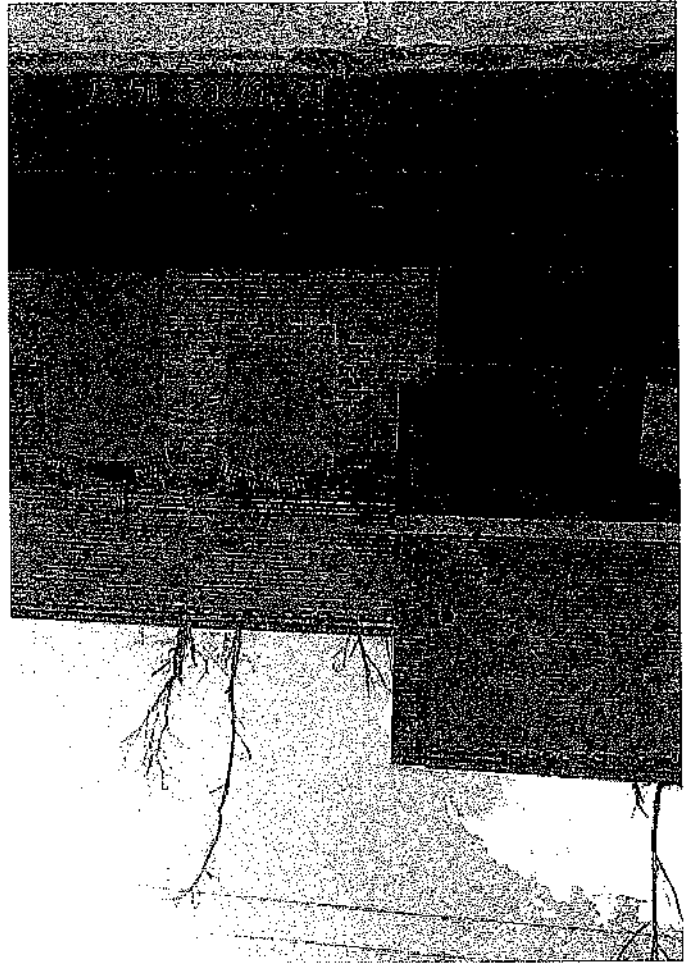
3. Recipient's name and address
 Recipient's name
 Recipient's address
 Recipient's city, state, and ZIP+4®
 Recipient's telephone number (optional)

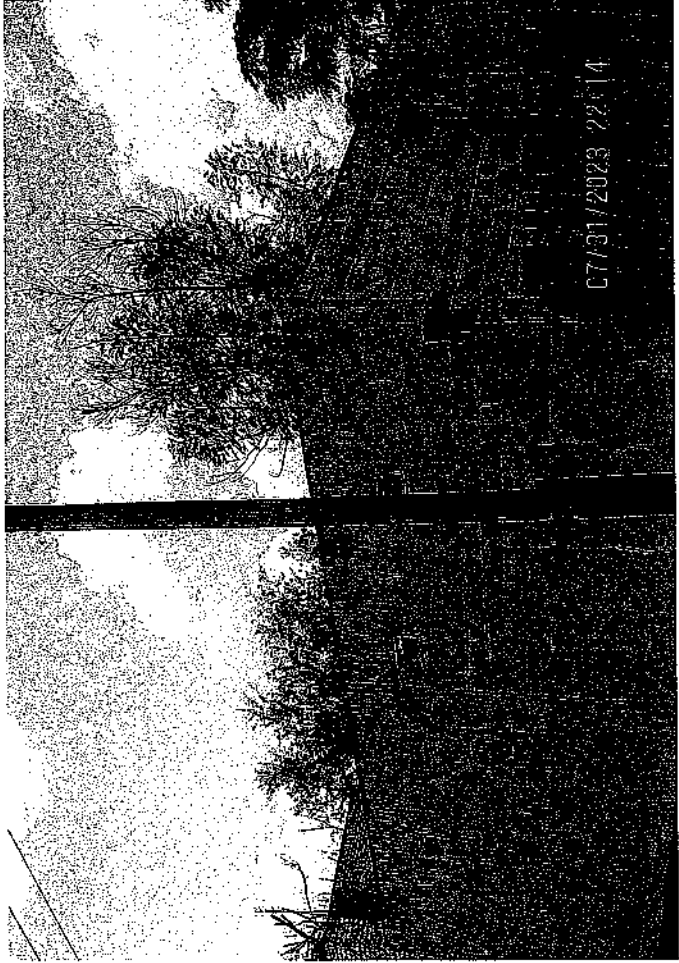
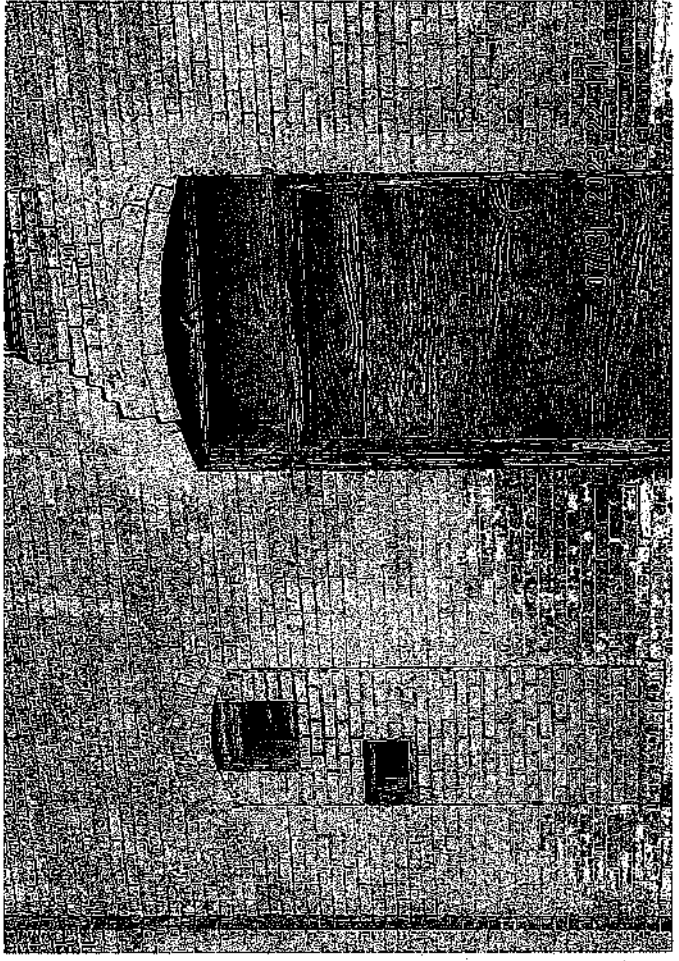
Domestic Return Receipt

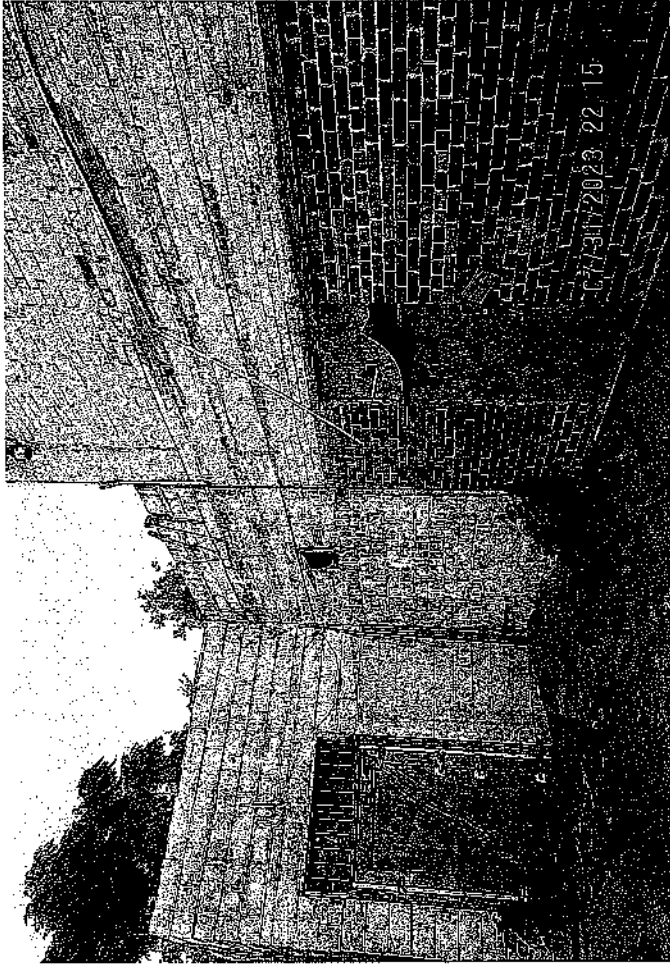


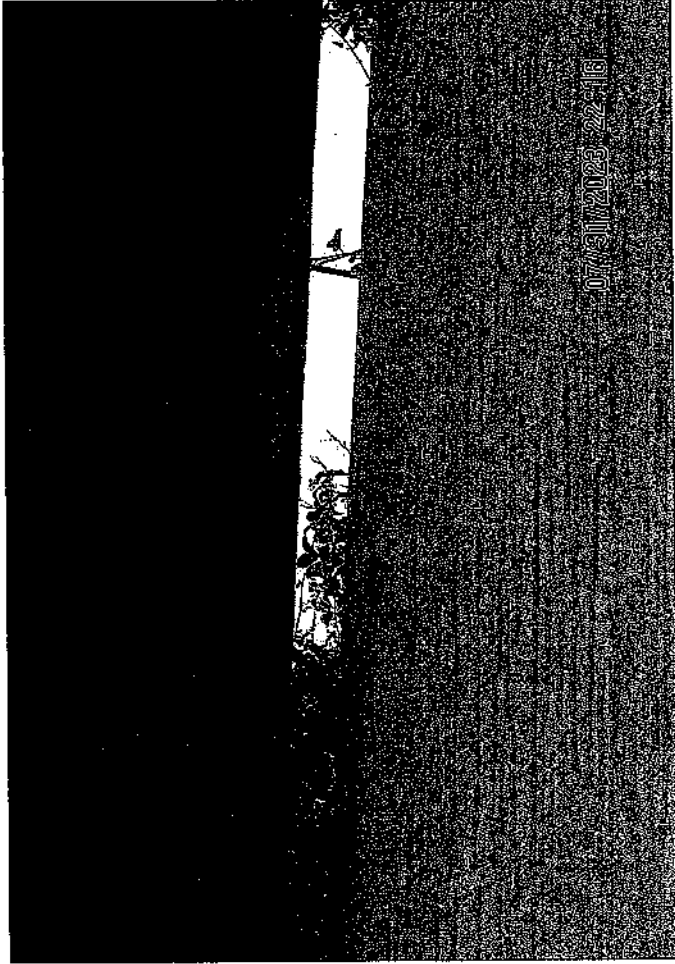
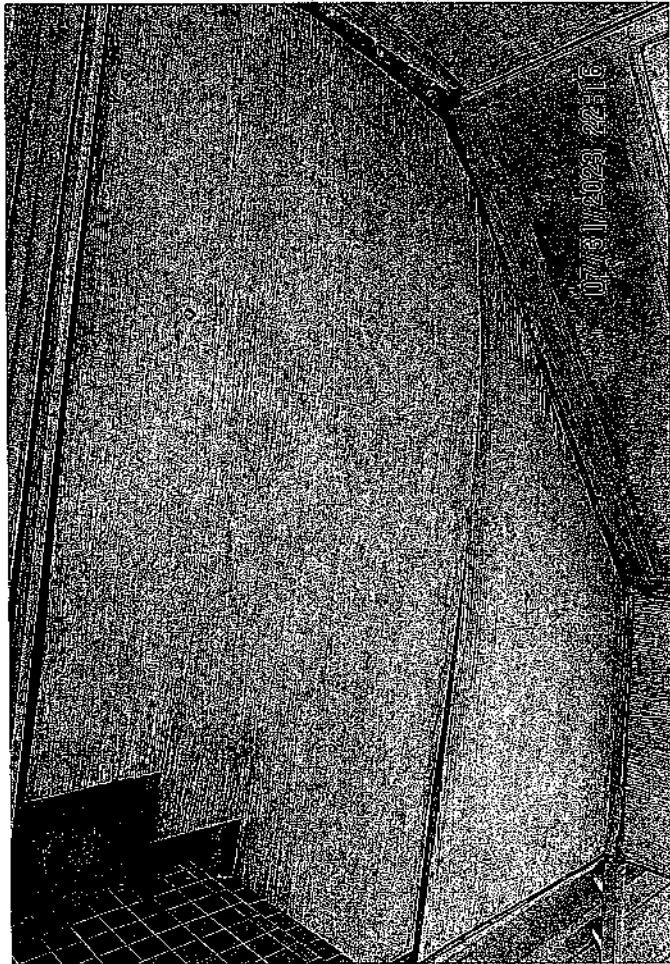
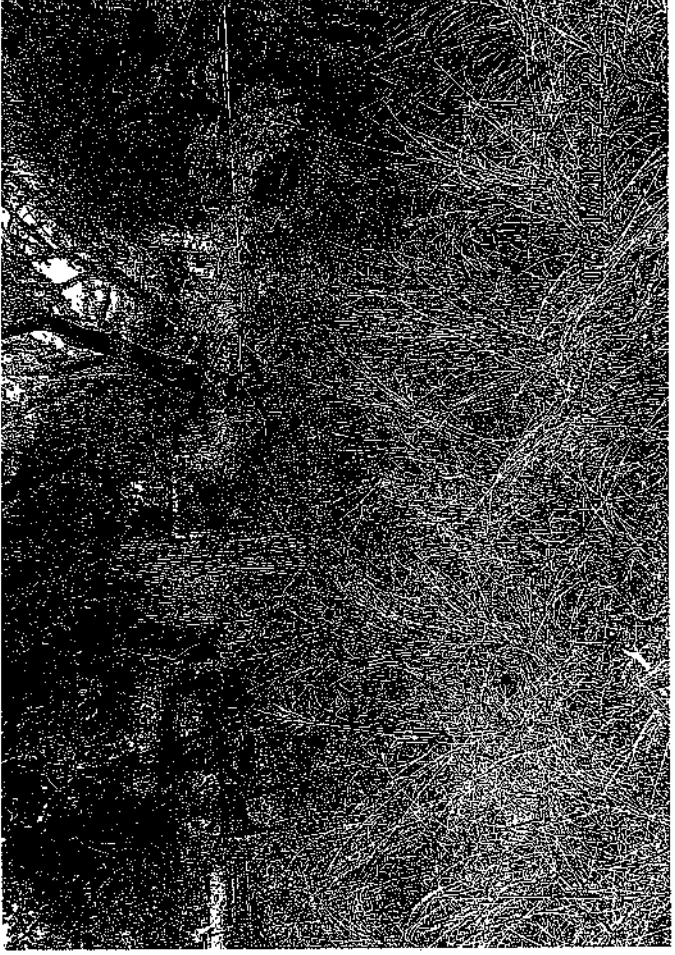
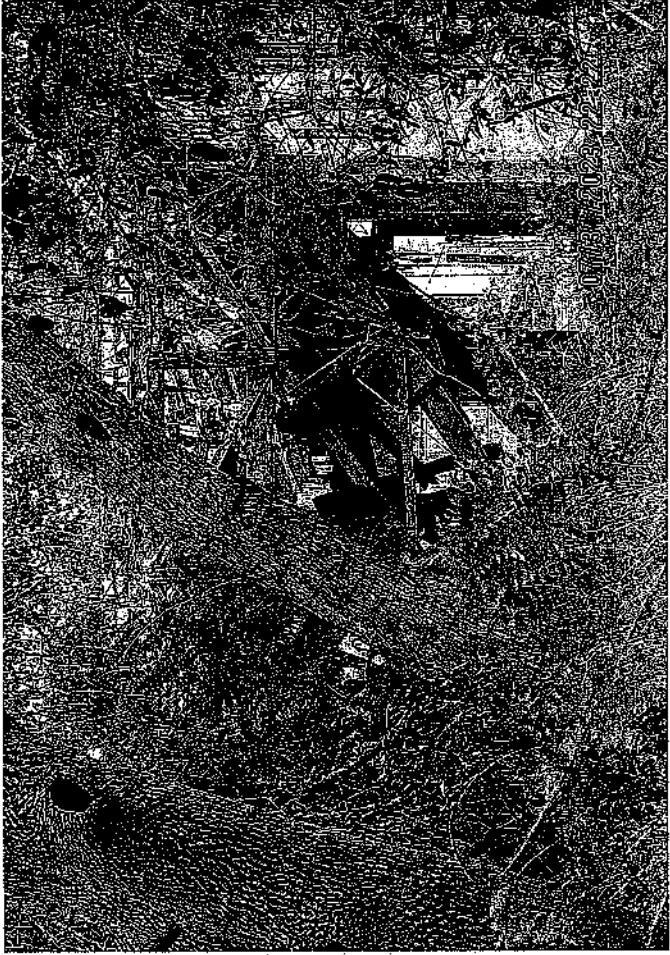


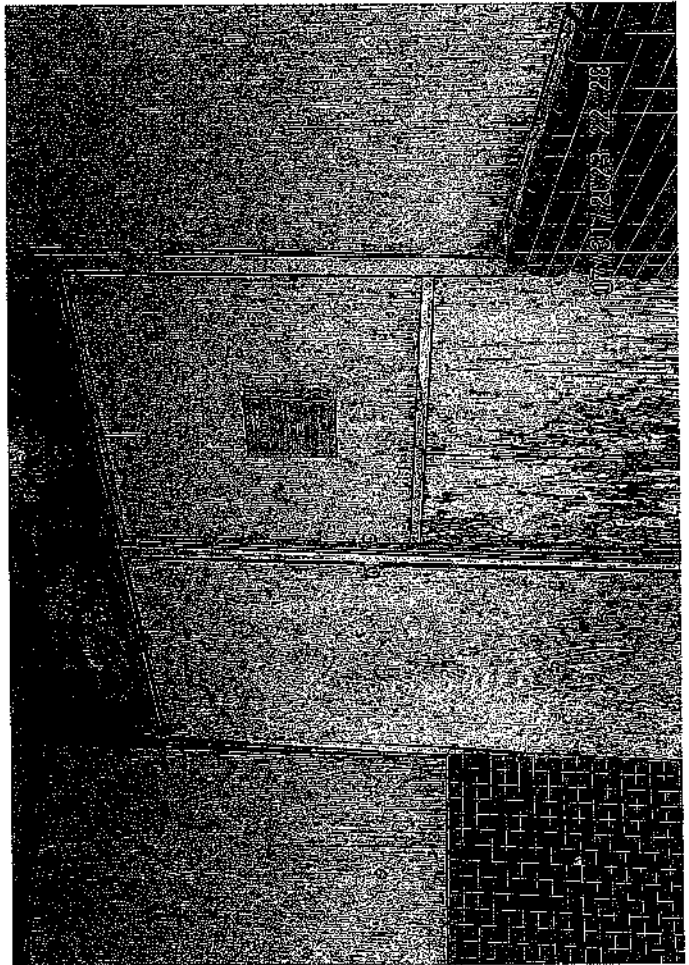


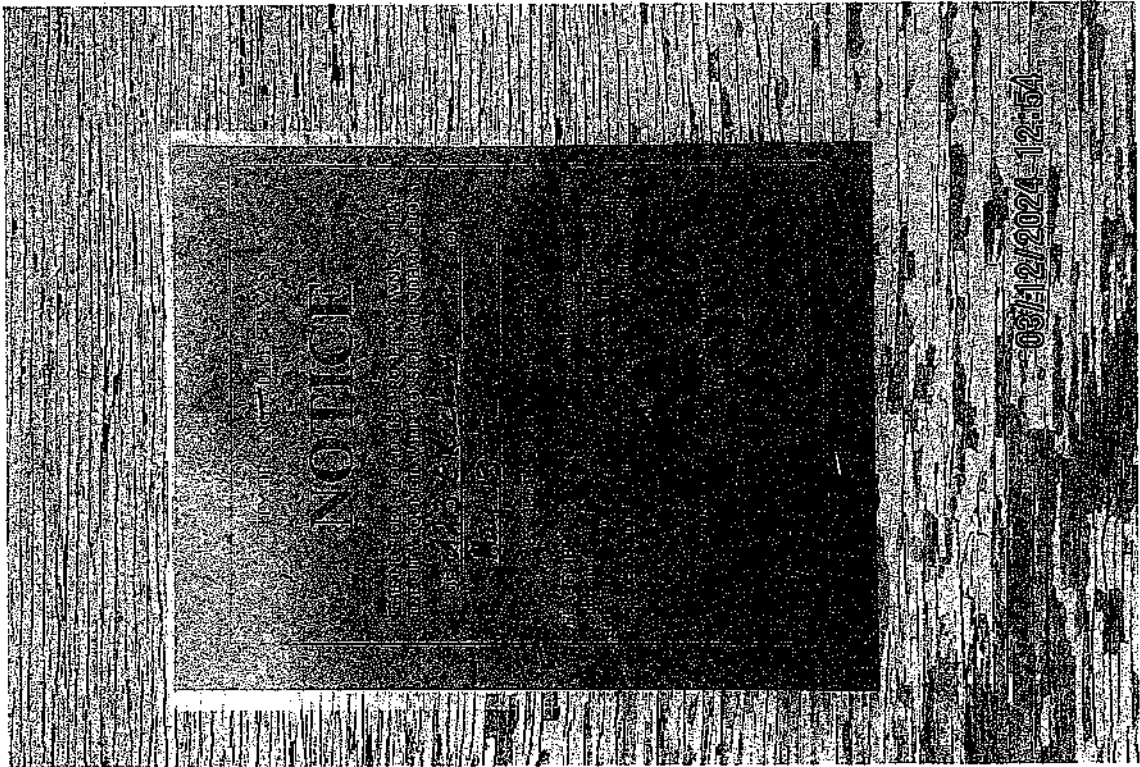
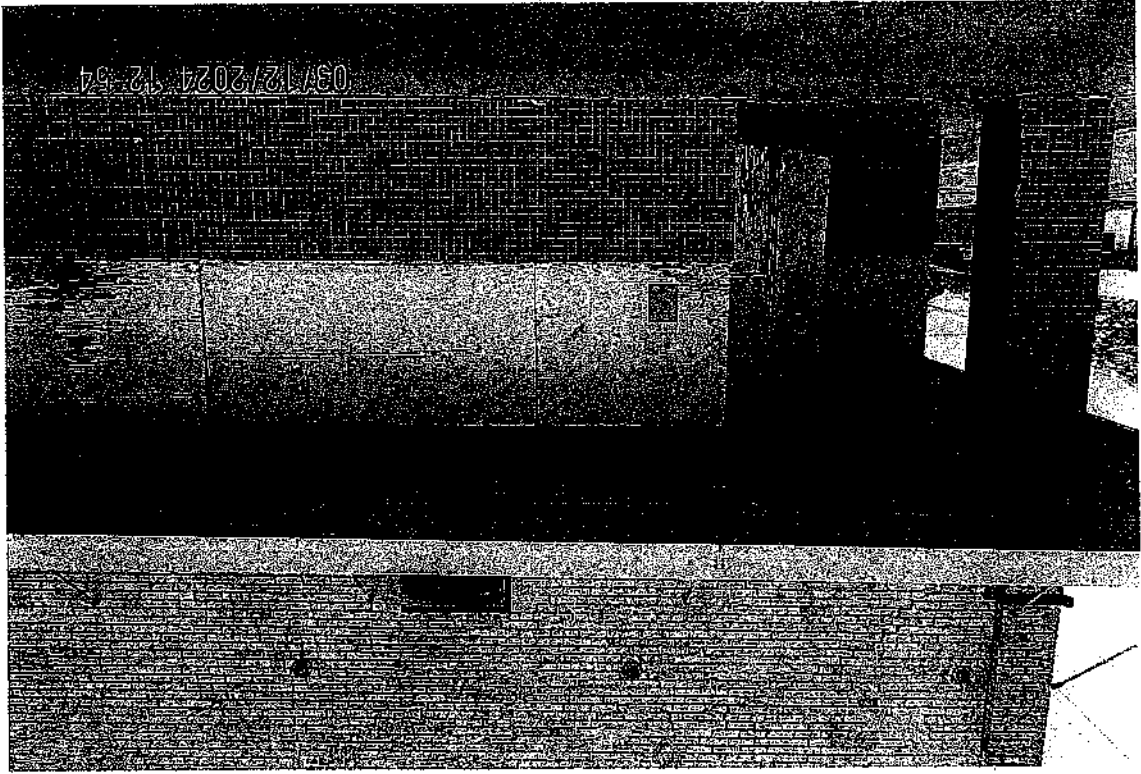












PUBLIC HEARING #3



MEMO

Date: April 25th, 2024

To: Mark McLaughlin (City Manager)

From: Erik Spitzer (Director of Planning and Development Services)

Subject: **The City of Kingsville Planning and Development Services Department is seeking approval from the City Commissioners and Mayor to demolish 8 existing residences that have been determined to be in a "condemned" status by the Building Official**

Summary: The Department of Planning and Development Services has identified eight (8) properties that exist in a condemned status and seeks City Commission's approval for their subsequent demolition on 13 May 2024. Required Public Notice of such desire was completed on 11 April 2024 and 25 April 2024.

Background: The City of Kingsville Code of Ordinances defines the building condemnation process in Section 15-1-165: "Condemned Building or structure; specifications." The Planning and Development Services Department completed detailed inspections that revealed the unsafe and dilapidated state of the identified eight properties listed below; consequently, these buildings have been declared uninhabitable. In addition, those properties residing in the Historic District were approved for demolition by the Historical Development Board on 20 March 2024. The relevant owners have been duly notified and nothing has been accomplished to improve or remove the dilapidated structures.

Financial Impact: Cost of demolition incurred will be billed to owners.

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

1. 721 Alexander Ave
2. 608 E Mesquite Ave
3. 614 W Ave F
4. 219 E Richard Ave
5. 223 E Richard Ave
6. ~~227 E Richard Ave~~
7. 301 E Richard Ave
8. 529 E Johnston Ave

Erik Spitzer
Director of Planning and Development Services

KISD recognizes top district teachers, students



Pictured are all the KISD staff that worked with the students to succeed in the UIL competition and other competitive events. (Photos by Gloria Biggar-Cantu)



KISD district teachers were recognized at the March 26 school board meeting. Pictured from left, are Supt. Dr. Cissy Reynolds-Perez, Patricia Mendietta, Elementary School Teacher of the Year, Perez Principal Dr. Esperanza De Leon, Rebecca Perkins, Secondary Teacher of the Year, Gillett Principal Tonya Williams. School board members pictured in the back from left, are Joe Mirales, Martin Chapa, Brian Confol, Delma Salinas, James Glasing and Joseph Ruiz.



KISD Elementary and Secondary Campus Teachers of the Year were recognized at the March 26 school board meeting. Pictured from left are Susan Estler for HMK High School, HMKHS Principal Dr. Elys Williams, Patricia Mendietta for Perez Elementary School, Perez Principal Dr. Esperanza De Leon, Yesenia Nieto for Harrel Elementary School, Harrel Principal Delma Yzaguirre, Raul Enrique Castellano for Harvey Elementary School, Anaisa Farah, Executive Director for Elementary Instruction (representing Harvey Principal) Yousmie Trevino who was ill; Rebecca Perkins for Gillett Middle School, Gillett Principal Tonya Williams.



HMK High School music students are Texas All State members. Pictured from left are Supt. Dr. Cissy Reynolds-Perez, Emily De Santos, string bass, and Daqari Malone, Bass Clarinet.



HMK High School Jazz Band members received straight superior ratings at the Houston Jazz Festival, the UIL Region Solo and Ensemble and the TAMUK Jazz Festival. Pictured from left are Supt. Dr. Cissy Reynolds-Perez, Isabella Mendez, Randolph Medina, Michael Rosales, Juan Cantu, Emily De Santos and Julian Mendez.

U.S. Department of Energy to Hold Tribal-Only Listening Sessions on the Draft Environmental Impact Statement for Activities in Support of Commercial HALEU Production

DOE released a draft Environmental Impact Statement (EIS) evaluating the potential impacts of the Department's proposed action to acquire high-assay low-enriched uranium (HALEU) for commercial nuclear energy use and demonstration projects and to establish domestic commercial HALEU production. DOE is holding two virtual and one in-person Tribal-only listening sessions to explain the process used to analyze the proposed action and alternatives and seek oral comments and feedback from Tribes on the draft EIS.

Please see below for information on the tribal-only listening sessions. For anyone unable to attend, the virtual sessions will be recorded and made available on the project website.

All attendees must register to attend (best tribal-only) listening sessions. Please visit <https://www.energy.gov/haeu-environmental-impact-statement> to register.

Tribal-Only Virtual Listening Sessions:

1. Wednesday, April 10, 2024, at 6:00 pm ET via Zoom.
2. Thursday, April 11, 2024, at 9:00 pm ET via Zoom.

In-Person Tribal-Only Listening Session:

1. Tuesday, April 16, 2024, in Chandler, AZ at 5:30 p.m. MST
- Upon registration, you will receive additional logistics and meeting details.

In addition to comments provided during the listening sessions, written comments may be submitted by mail or email now through April 22, 2024.

Written comments received through the mail must be postmarked by April 22, 2024, to ensure consideration.

Comments can be submitted to the following addresses:


Mail:

Mr. James Lovejoy
DOE EIS Document Manager
U.S. Department of Energy
Idaho Operations Office
1955 Fremont Avenue, MS 1234,
Idaho Falls, Idaho 83415

E-mail: HALEU-EIS@oecis.energy.gov

Tribal comments and feedback will help DOE further refine its analysis, identify new information, and consider additional alternatives in preparation of the final EIS. Responses to comments and any associated revisions will be included in the final EIS.

For more information on the virtual hearings and registration, and to review the draft EIS



**KEEP AMERICA BEAUTIFUL
GREAT AMERICAN CLEANUP**

TRASH-OFF

The City of Kingsville will be hosting a TRASH-OFF
Citizens can dump their Trash for FREE!

Saturday, April 20, 2024 from 8:30 a.m. - 12 p.m.

---Weather Permitting---

Located at 6th Street & East Ave. B
Two blocks north of Kleberg Elementary School
You must provide proof of residency and utility bill.
No Contractors Allowed! Kingsville Residents Only!

We WILL Accept:

- Appliances (no refrigerators or freezers)
- Brush
- Furniture
- Tires (3 per vehicle)

ONLY standard automobile tires

We WILL NOT Accept:

- Hazardous Waste
- Refrigerators or Freezers
- Concrete
- Household Garbage
- Stove/hood or Roofing Scams

VOLUNTEERS NEEDED!

Contact Code Compliance for more information at (361) 595-3003

PUBLIC NOTICE

The City Commission will meet on Monday May 13, 2024, 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:

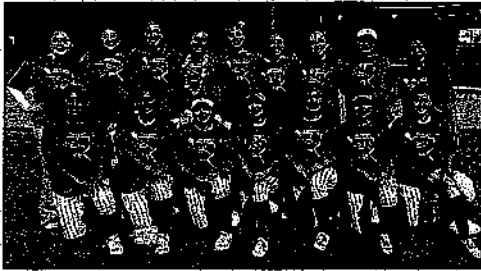
- 219 E RICHARD
- 223 E RICHARD
- 227 E RICHARD
- 301 E RICHARD
- 404 W RICHARD
- 529 E JOHNSTON
- 608 E MESQUITE
- 614 W AVE F
- 721 ALEXANDER

If you are the property owner, holder of mortgage(s), or anyone having a substantial interest in any of these properties, we would request that you attend the meeting.

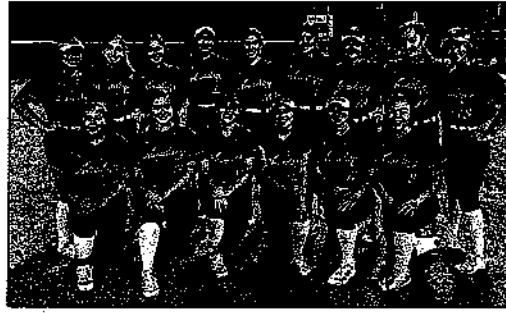
The meeting will be held at City Hall, 400 West King, at the Helen Kleberg Groves Community Room.

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

Lady Badgers reach playoffs



The Bishop Lady Badgers will play in the Class 4A softball Bi-District playoffs against Port Isabel. It is a best-of-three series with Game One at 6 p.m. Thursday, April 26 at Port Isabel. Game Two will be at 6 p.m. in Bishop on Friday, April 26. Game Three, if necessary, will be at 3 p.m. Saturday, April 27 with place to be determined. For the Bishop game, all tickets are online only. No outside food or drinks allowed. (Contributed photo)



The Lady Lions captured the District Championship and now turn their sights to the Class 3A playoffs, where they look to return to the State finals once again. (Contributed photo)



The Riviera Lady Seahawks captured the District Championship and now turn their sights to the Class 2A playoffs, where they look to make a deep playoff run. (Contributed photo)

SGA ready for playoffs

By JT Strasser
Editor

The SGA Lady Lions (28-5 10-0) just completed the regular season with an undefeated District title, and now turn their sights to a bigger prize.

"It wasn't easy, but we made it look easy," Head Coach Thomas de los Santos said. "Our district has some tough teams. In fact, I wouldn't be at all surprised to look up and see all four of the teams from our district making runs in the playoffs. You look at London, Hibernia, San Diego, they all have teams that can get on a run."

The Lady Lions will face Odessa in a best-of-3 series beginning with a double header

in Rubenston.

The first game will be held at 5 p.m., with Game Two set for 30 minutes after the first game ends.

Game Three, if necessary, will be held Saturday at 2 p.m.

"Odessa has a good team and we will definitely not be looking past them," De los Santos said.

De los Santos said the Lady Lions, who finished as Class 3A runner-up last year, set an initial goal to win district.

Up next is the second part getting back to Austin and winning it all this time.

Teams in SGA's region who the Lady Lions could meet if they continue to advance include Hallesville and Jourdanton, squads they defeated

last season in the playoffs.

"As a team, our girls aren't looking past anyone," De los Santos said. "But my job as coach is to do some advanced scouting and have us prepared for any potential opponents."

SGA fields a deep and talented roster of batters.

They are also led by a trio of sophomore pitchers, each with the ability to shut down opponents.

D'Andrea Fernandez headlines the group, after pitching most of the past-season games a year ago.

However, Lexi Ruiz and Nathalia Escobedo have also proven their mettle in the first 33 games this season as well.

Riviera wins district title

By Ted Figueroa
Reporter

Call it a decade of dominance.

The Riviera Seahawk softball team captured their 10th consecutive district championship at the conclusion of the regular season.

The team went 10-0 in district play this year and are headed back to the playoffs at the No. 1 seed in Bi-District.

The final game of the season was played last

week with a 14-0 victory over La Villa. Pitcher Skyler Ramos had 10 strikeouts, Haily Alegria went 2 for 2 with 4 RBIs, and Angelica Ortega went 2 for 3 with 5 RBIs.

Riviera's playoff run is set to start this week with the best of three series beginning on Friday in Port Aransas at 7 p.m. Game two will be played in Riviera at noon on Saturday. Game three, if necessary, will be 30 minutes afterwards.



Regional dominance

HM King's Jeshah Rivera qualified for State with a pair of individual Regional Championships and one runner-up finish during the meet held at TAMUK over the weekend. Rivera won the 110 meter hurdles in a time of 14.02 seconds, as well as a win in the 300m hurdles (37.90), and second place in the long jump (24-2). Rivera will next compete at the State meet in Austin. (Contributed photo).

PUBLIC NOTICE

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- 219 E RICHARD
- 223 E RICHARD
- 227 E RICHARD
- 301 E RICHARD
- 404 W RICHARD
- 529 E JOHNSTON
- 608 E MESQUITE
- 614 W AVE F
- 721 ALEXANDER

If you are the property owner, holder of mortgage(s), or anyone having a substantial interest in any of 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 the agenda, please contact the Building Department at (361) 595-8019 or (361)

Driscoll ISD Accepting Transfer Applications

Driscoll ISD is now accepting
K - 8th STUDENT TRANSFER APPLICATIONS
for the 2024 - 2025 SCHOOL YEAR

Driscoll Independent School District, home of Driscoll Elementary and Middle School, a PK - 8th grade is now accepting transfer students in Kindergarten - 5th grades for the 2024-2025 school year. Students accepted for transfer will be on a TUITION FREE basis.



Space is limited! APPLY TODAY.

and your child(ren) will have exceptional teachers, one-to-one instructional technology, a state-of-the-art facility, and a challenging curriculum all in the comforts of a small class size environment. DISD offers a variety of extracurricular opportunities including Afterschool Clubs for all ages & Middle School cross-country, football, volleyball, basketball, track, baseball, softball and UIL Academics, enhance the overall academic program.

Applications may be picked up at the campus office or downloaded from the district website at www.driscollisd.us. Please contact the campus principal, Ms. Lynn Lundenberger (Llundenberger@driscollisd.us) at 367-7349 ext. 8106 or the school Superintendent, Dr. Cynthia M. Garcia (cgarcia@driscollisd.us) at ext. 8009 for more information.

Driscoll ISD



CITY OF KINGSVILLE

P.O. BOX 1458
KINGSVILLE, TX 78364

REPORT ADDRESS 301 E Richard Ave		INITIATED BY Maryann Trejo	BUILDING OFFICIAL
LEGAL DESCRIPTION Orig Town	BLOCK 11	LOT 1,2	
OWNER NAME Enrique Solis Jr	OWNER'S ADDRESS 301 E Richard Ave	CITY/STATE/ZIP Kingsville, TX 78363-4527	

PROPERTY CONDITION REPORT

PICTURES TAKEN:	Y OR N	ACCEPTABLE			REASON CODE	COMMENT CODES
	Y	YES	NO	N/A		
Building			X		AB,B,C,D,H,MI	1,2,5
Condition			X		OV	
Yard			X			
Condition			X			
Utilities			X			
Electric			X			
Gas			X			
Water			X			
Roof			X		B,C,D,H	
Covering			X			
Walls			X		D,H	
Exterior			X		B,C,D,H	
Interior			X		B,C,D,H	
Ceilings			X			
Windows/Doors			X		B,D	
Secured			X		B,D	
Condition			X			
Foundation				X		
Exterior				X		
Interior				X		
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 NUCIANCE TO CHILDREN
2. A HARBOR FOR VAGRANTS, CRIMINAL AND IMMORAL PEOPLE
3. EVIDENCE OF ROACH, RAT, MOUSE, OR OTHER VERMIN FOUND
4. PARTIAL
5. UNCOVERED ROOF
6. GRAFFITI

BUILDING OFFICIAL COMMENTS:

City maintains this property for Code Violations. Owner has ever came forward.

HAS BEEN WITHOUT WATER SINCE 2018 AND ELECTRICAL SINCE 10/23/2013

SIGNATURE: _____

CITY OF KINGSVILLE BUILDING OFFICIAL

DATE: _____

08/14/23

CONDEMNATION CHECKLIST

Property Address: 301 E Richard
 Property Owner: Enrique Solis Jr
 Owner's Address: 301 E Richard
Kingsville TX 78363

Phone: _____
 Phone: _____
 Fax: _____

PLANNED DATE	ACTUAL DATE	ACTION
<input type="checkbox"/> <u>7-31-2023</u>	<u>7-31-2023</u>	1. Identify structure unfit for human habitation. 2. Inspect Property. (Building Official) <input type="checkbox"/> a. Prepare inspection report and date. <input type="checkbox"/> b. Photograph property with date stamp.
<input type="checkbox"/> <u>7-31-2023</u>	<u>7-31-2023</u>	
<input type="checkbox"/> <u>8-14-2023</u>	<u>8-14-2023</u>	3. Determine ownership from county assessment & tax collection record. 4. Obtain legal description.
<input type="checkbox"/> <u>8-14-2023</u>	<u>8-14-2023</u>	
<input type="checkbox"/> <u>8-14-2023</u>	<u>8-14-2023</u>	5. Obtain or complete title report to verify ownership & other vested interests, such as mortgage holders, trustees, etc.
<input type="checkbox"/> <u>8-14-2023</u>	<u>8-14-2023</u>	
<input type="checkbox"/> <u>8-25-2023</u>	<u>8-25-2023</u>	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.
<input type="checkbox"/> _____	_____	
<input type="checkbox"/> _____	_____	7. 2 nd Notice Sent. (10 day response) (Optional) 8. If response is not received or is not adequate, proceed as follows:
<input type="checkbox"/> <u>3-1-24</u>	<u>3-1-24</u>	
<input type="checkbox"/> <u>3-12-24</u>	<u>3-12-24</u>	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. <input type="checkbox"/> a. Owner unknown or whereabouts not known or such owner is a nonresident of Texas. 1) Post affidavit in newspaper twice a week for one week
<input type="checkbox"/> <u>3-12-24</u>	<u>3-12-24</u>	
<input type="checkbox"/> _____	_____	10. Post sign on property advising date the City

3/20/24 3/20/24

3/12/24 3/12/24

3-12-24 3-12-24

Council will consider condemnation of structure.

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

12. Photograph posted sign with date stamp.

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.

OWNER ID: K
 59309
 OWNERSHIP: 100.00%

PROPERTY: 18300
 Description: 18300
 TOWN, BLOCK 11, LOT 1, 2

SOLIS ENRIQUE JK
 301 E RICHARD AVE
 KINGSVILLE, TX 78363-4527

IMPROVEMENTS: 110,040
 LAND MARKET: 7,500
 MARKET VALUE: 117,540
 PRODUCTIVITY LOSS: 0
 APPRAISED VALUE: 117,540
 HS CAP LOSS: 0

ACRES: 0
 EFF. ACRES: 0

Ref ID: R18300
 Map ID: C1

APPR VAL METHOD: Cost

SKETCH for improvement #1 (COMMERCIAL)

APPR VAL METHOD: Cost

APPR VAL METHOD: Cost

APPR VAL METHOD: Cost

APPR VAL METHOD: Cost

GENERAL
 LAST APPR. IE
 LAST APPR. YR 2023
 LAST INSP. DATE 04/12/2023
 NEXT INSP. DATE
 AD ACCESS PC
 C3
 ILDER
 XT REASON
 MARKS

FOR 2023 CHG LAND TABLE TO FF150D140 PER
 IE 4/12/23 5/5/23 JO -- FOR 2022 NC - UPDATE
 PER SCHL PER IE/AM/TM 6/22/22 JO -- FOR 2021
 UPDATE PER NEW SCHEDULES - APPR

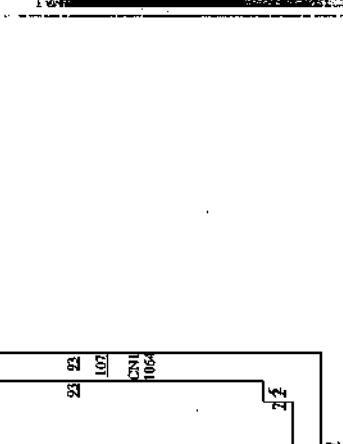
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 UPDATE PER NEW SCHEDULES - APPR

BUILDING PERMITS
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LEAD PRICE GRANTOR DEED INFO
 3/1/2013 SOLIS ENRIQUE G DEATH / /
 1/18/2008 UNKNOWN OT / /

JBD: S001 100.00% NBHD:
 TYPE DESCRIPTION MTHD CLASS/SUBCL AREA UNIT PRICE/UNITS BUILT BEE YR COND. VALUE DEPR PHYS ECON FUNC COMP ADJ ADJ VALUE
 MA MAIN AREA C S072J 3,965.0 1950 1985 263,200 32% 100% 100% 100% 100% 0.32 84,220
 CN1 CANOPY BASIC C 1,064.0 1950 1985 14,130 42% 100% 100% 100% 100% 0.42 5,940
 COMMERCIAL STCD: F1 5,029.0 Homesite: N 277,330 90,160

JBD: S001 100.00% NBHD:
 TYPE DESCRIPTION MTHD CLASS/SUBCL AREA UNIT PRICE/UNITS BUILT BEE YR COND. VALUE DEPR PHYS ECON FUNC COMP ADJ ADJ VALUE
 MA MAIN AREA C S072J 3,965.0 1950 1985 263,200 32% 100% 100% 100% 100% 0.32 84,220
 CN1 CANOPY BASIC C 1,064.0 1950 1985 14,130 42% 100% 100% 100% 100% 0.42 5,940
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 CN1 CANOPY BASIC C 1,064.0 1950 1985 14,130 42% 100% 100% 100% 100% 0.42 5,940
 COMMERCIAL STCD: F1 5,029.0 Homesite: N 277,330 90,160

LAND INFORMATION
 UNIT PRICE 150.00
 DIMENSIONS 50X140
 METH FF
 IRR: Wells: 0 Capacity: 0
 MKT VAL 7,500
 AG APPLY NO
 AG CLASS NO
 AG TABLE NO
 AG UNIT PRC 0.00
 AG VALUE 0

LAND INFORMATION
 UNIT PRICE 150.00
 DIMENSIONS 50X140
 METH FF
 IRR: Wells: 0 Capacity: 0
 MKT VAL 7,500
 AG APPLY NO
 AG CLASS NO
 AG TABLE NO
 AG UNIT PRC 0.00
 AG VALUE 0

LAND INFORMATION
 UNIT PRICE 150.00
 DIMENSIONS 50X140
 METH FF
 IRR: Wells: 0 Capacity: 0
 MKT VAL 7,500
 AG APPLY NO
 AG CLASS NO
 AG TABLE NO
 AG UNIT PRC 0.00
 AG VALUE 0

LAND INFORMATION
 UNIT PRICE 150.00
 DIMENSIONS 50X140
 METH FF
 IRR: Wells: 0 Capacity: 0
 MKT VAL 7,500
 AG APPLY NO
 AG CLASS NO
 AG TABLE NO
 AG UNIT PRC 0.00
 AG VALUE 0

LAND INFORMATION
 UNIT PRICE 150.00
 DIMENSIONS 50X140
 METH FF
 IRR: Wells: 0 Capacity: 0
 MKT VAL 7,500
 AG APPLY NO
 AG CLASS NO
 AG TABLE NO
 AG UNIT PRC 0.00
 AG VALUE 0

LAND INFORMATION
 UNIT PRICE 150.00
 DIMENSIONS 50X140
 METH FF
 IRR: Wells: 0 Capacity: 0
 MKT VAL 7,500
 AG APPLY NO
 AG CLASS NO
 AG TABLE NO
 AG UNIT PRC 0.00
 AG VALUE 0

Effective Date of Appraisal: January 1 Date Printed: 02/13/2024 04:08:06PM by VICKI

OPERTY 18300 R
 al Description
 IG TOWN, BLOCK 11, LOT 1, 2

OWNER ID 59309
 OWNERSHIP 100.00%

SOLIS ENRIQUE JK
 301 E RICHARD AVE
 KINGSVILLE, TX 78363-4527

IMPROVEMENTS 110,040
 LAND MARKET + 7,500
 MARKET VALUE = 117,540
 PRODUCTIVITY LOSS - 0
 APPRAISED VALUE = 117,540
 HS CAP LOSS - 0
 ASSESSED VALUE = 117,540

Ref ID: R18300
 Map ID C1

ACRES:
 EFF. ACRES:

101101000192
 US 301 E RICHARD AVE TX

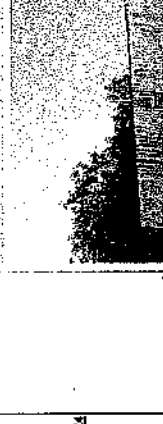
APPR VAL METHOD: Cost
 SKETCH for Improvement #2 (COMMERCIAL)

GENERAL
 LAST APPR. IE 2023
 LAST APPR. YR 04/12/2023
 AD ACCESS PC
 NING C3
 ILDER
 XT REASON
 MARKS

FOR 2023 CHG LAND TABLE TO FF150D140 PER
 IE 4/12/23 5/5/23 JO -- FOR 2022 NC - UPDATE
 PER SCHL PER IE/AM/IM 6/22/22 JO -- FOR 2021
 UPDATE PER NEW SCHEDULES - APPR

BUILDING PERMITS
 SUE DT PERMIT TYPE PERMIT AREA ST PERMIT VAL

LE.DT PRICE GRANITOR DEED INFO
 /31/2013 SOLIS ENRIQUE G DEATH / /
 /18/2008 UNKNOWN OT / /



TYPE	DESCRIPTION	MTHD	CLASS/SUBCL	AREA	UNIT PRICE	UNITS	BUILT	EEE YR	COND. VALUE	DEPR	PHYS	ECON	FUNC	COMP	ADJ	ADJ VALUE
MA	MAIN AREA	C	RS2/L	1,080.0	43.54	1	1950	1991	*	47,020	38%	100%	100%	100%	0.38	17,870
CN1	CANOPY BASIC	R	y	450.0	8.71	1	1950	1991	*	3,920	43%	100%	100%	100%	0.43	1,650
CN1	CANOPY BASIC	C	y	144.0	8.71	1	1950	1991	*	1,250	43%	100%	100%	100%	0.26	320
COMMERCIAL			STCD: F1	1,674.0						52,190						19,880

LE.DT PRICE GRANITOR DEED INFO
 /31/2013 SOLIS ENRIQUE G DEATH / /
 /18/2008 UNKNOWN OT / /

TYPE	DESCRIPTION	MTHD	CLASS/SUBCL	AREA	UNIT PRICE	UNITS	BUILT	EEE YR	COND. VALUE	DEPR	PHYS	ECON	FUNC	COMP	ADJ	ADJ VALUE
MA	MAIN AREA	C	RS2/L	1,080.0	43.54	1	1950	1991	*	47,020	38%	100%	100%	100%	0.38	17,870
CN1	CANOPY BASIC	R	y	450.0	8.71	1	1950	1991	*	3,920	43%	100%	100%	100%	0.43	1,650
CN1	CANOPY BASIC	C	y	144.0	8.71	1	1950	1991	*	1,250	43%	100%	100%	100%	0.26	320
COMMERCIAL			STCD: F1	1,674.0						52,190						19,880

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MA	MAIN AREA	C	RS2/L	1,080.0	43.54	1	1950	1991	*	47,020	38%	100%	100%	100%	0.38	17,870
CN1	CANOPY BASIC	R	y	450.0	8.71	1	1950	1991	*	3,920	43%	100%	100%	100%	0.43	1,650
CN1	CANOPY BASIC	C	y	144.0	8.71	1	1950	1991	*	1,250	43%	100%	100%	100%	0.26	320
COMMERCIAL			STCD: F1	1,674.0						52,190						19,880

TYPE	DESCRIPTION	MTHD	CLASS/SUBCL	AREA	UNIT PRICE	UNITS	BUILT	EEE YR	COND. VALUE	DEPR	PHYS	ECON	FUNC	COMP	ADJ	ADJ VALUE
MA	MAIN AREA	C	RS2/L	1,080.0	43.54	1	1950	1991	*	47,020	38%	100%	100%	100%	0.38	17,870
CN1	CANOPY BASIC	R	y	450.0	8.71	1	1950	1991	*	3,920	43%	100%	100%	100%	0.43	1,650
CN1	CANOPY BASIC	C	y	144.0	8.71	1	1950	1991	*	1,250	43%	100%	100%	100%	0.26	320
COMMERCIAL			STCD: F1	1,674.0						52,190						19,880

LAND INFORMATION
 UNIT PRICE GROSS VALUE
 ADJ MASS ADJ VAL SRC

IRR Wells: 0
 Capacity: 0
 Off Wells: 0

AG CLASS AG TABLE AG UNIT PRC AG VALUE

AG CLASS AG TABLE AG UNIT PRC AG VALUE

IMPROVEMENT FEATURES
 Foundation 1 FD1 0
 Interior Finish 1 IN1 0
 Roof Style RT2.RM1 0
 Flooring 1 FL3 0
 Heating/Cooling 1 HA5 0
 Plumbing 1 1 0

IRR Wells: 0
 Capacity: 0
 Off Wells: 0

AG CLASS AG TABLE AG UNIT PRC AG VALUE

AG CLASS AG TABLE AG UNIT PRC AG VALUE

LAND INFORMATION
 UNIT PRICE GROSS VALUE
 ADJ MASS ADJ VAL SRC

IRR Wells: 0
 Capacity: 0
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LAND INFORMATION
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 UNIT PRICE GROSS VALUE
 ADJ MASS ADJ VAL SRC

IRR Wells: 0
 Capacity: 0
 Off Wells: 0

AG CLASS AG TABLE AG UNIT PRC AG VALUE

AG CLASS AG TABLE AG UNIT PRC AG VALUE

2023 PRELIMINARY ROLL

CKI - CITY OF KINGSVILLE

Geo ID Order

07/31/2023 20:29PM

Prop ID	Owner	%	Legal Description	Effective Acres:	Imp HS:	Market:	Values
20993	63697	100.00 R	Geo: 100101025000192 ORIG TOWN, BLOCK 10, LOT 25, 26	0.000000	0	54,540	54,540
RINCH PROPERTIES LLC PO BOX 384 KINGSVILLE, TX 78364-0384					Imp NHS: 47,040	Prod Loss: 0	
					Land HS: 0	Appraised: 54,540	
				Acre: 0.0000	Land NHS: 7,500	Cap: 0	
				Map ID: C1	Prod Use: 0	Assessed: 54,540	
				Mtg Cd: DBA:	Prod Mkt: 0	Exemptions:	
State Codes: A Situs: 414 E ALICE							

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE			54,540	0	54,540	0.825000	449.96

21757	67136	100.00 R	Geo: 100101027000192 ORIG TOWN, BLOCK 10, LOT 27, 28	0.000000	0	89,260	89,260
ALWAYS A WAY LLC PO BOX 913 SEGUIN, TX 78156					Imp NHS: 81,760	Prod Loss: 0	
					Land HS: 0	Appraised: 89,260	
				Acre: 0.0000	Land NHS: 7,500	Cap: 0	
				Map ID: C1	Prod Use: 0	Assessed: 89,260	
				Mtg Cd: DBA:	Prod Mkt: 0	Exemptions:	
State Codes: A Situs: 410 E ALICE							

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE			89,260	0	89,260	0.825000	736.39

22522	44482	100.00 R	Geo: 180101029000192 ORIG TOWN, BLOCK 10, LOT 29, 30	0.000000	0	50,880	50,880
FIGUEROA ALBERTO C JR 1130 YORK AVE CORPUS CHRISTI, TX 78404-3					Imp NHS: 43,380	Prod Loss: 0	
					Land HS: 0	Appraised: 50,880	
				Acre: 0.0000	Land NHS: 7,500	Cap: 0	
				Map ID: C1	Prod Use: 0	Assessed: 50,880	
				Mtg Cd: DBA:	Prod Mkt: 0	Exemptions:	
State Codes: A Situs: 408 E ALICE							

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE			50,880	0	50,880	0.825000	419.76

23290	56793	100.00 R	Geo: 100101031000192 ORIG TOWN, BLOCK 10, LOT 31, 32	0.000000	0	64,200	64,200
FIGUEROA MARIA C (LIFE EST) GILBERTO C FIGUEROA 402 E ALICE AVE KINGSVILLE, TX 78363-3855					Imp HS: 56,700	Market: 64,200	
					Imp NHS: 0	Prod Loss: 0	
					Land HS: 7,500	Appraised: 64,200	
				Acre: 0.0000	Land NHS: 0	Cap: 11,323	
				Map ID: C1	Prod Use: 0	Assessed: 52,877	
				Mtg Cd: DBA:	Prod Mkt: 0	Exemptions: HS, OV65	
State Codes: A Situs: 402 E ALICE TX							

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE			52,877	8,400	44,477	0.825000	366.94

18300	58309	100.00 R	Geo: 100101101000192 ORIG TOWN, BLOCK 11, LOT 1, 2	0.000000	0	117,540	117,540
SOLIS ENRIQUE JR 301 E RICHARD AVE KINGSVILLE, TX 78363-4527					Imp HS: 110,040	Market: 117,540	
					Imp NHS: 0	Prod Loss: 0	
					Land HS: 0	Appraised: 117,540	
				Acre: 0.0000	Land NHS: 7,500	Cap: 0	
				Map ID: C1	Prod Use: 0	Assessed: 117,540	
				Mtg Cd: DBA:	Prod Mkt: 0	Exemptions:	
State Codes: F1 Situs: 301 E RICHARD AVE TX							

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE			117,540	0	117,540	0.825000	969.71

19059	16663	100.00 R	Geo: 100101103000192 ORIG TOWN, BLOCK 11, LOT 3-5	0.000000	0	11,250	11,250
ARCE ROSENDO EST % ARMANDO SALAZAR JR 28023 CASCABEL LN SAN ANTONIO, TX 78260-1835					Imp HS: 0	Market: 11,250	
					Imp NHS: 0	Prod Loss: 0	
					Land HS: 0	Appraised: 11,250	
				Acre: 0.0000	Land NHS: 11,250	Cap: 0	
				Map ID: C1	Prod Use: 0	Assessed: 11,250	
				Mtg Cd: DBA:	Prod Mkt: 0	Exemptions:	
State Codes: C1 Situs: 305 E RICHARD							

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE			11,250	0	11,250	0.825000	92.81

12142	65422	100.00 R	Geo: 100101106000192 ORIG TOWN, BLOCK 11, LOT 6	0.000000	0	16,340	16,340
GARCIA RICARDO CANTU EST ETUX MARIA M 307 E RICHARD AVE KINGSVILLE, TX 78363-4527					Imp HS: 12,590	Market: 16,340	
					Imp NHS: 0	Prod Loss: 0	
					Land HS: 3,750	Appraised: 16,340	
				Acre: 0.0000	Land NHS: 0	Cap: 4,434	
				Map ID: C1	Prod Use: 0	Assessed: 11,906	
				Mtg Cd: DBA:	Prod Mkt: 0	Exemptions: HS, OV65	
State Codes: A Situs: 307 E RICHARD TX							

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE			11,906	8,400	3,506	0.825000	28.92

DELINQUENT TAX STATEMENT SUMMARY



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

Certified Owner:

SOLIS ENRIQUE JR
301 E RICHARD AVE
KINGSVILLE, TX 78363-4527

Legal Description:

ORIG TOWN, BLOCK 11, LOT 1, 2

Account No: 100101101000192

2022 Value: \$124,660
 Appr. Dist No.: 18300

Legal Acres: .1607
 Parcel Address: 301 E RICHARD AVE

As of Date: 08/10/2023 Cause No: 8016C

Print Date: 08/10/2023 Printed By: JLARA

Year	Tax Units	Remaining Levy	IF PAID BY August 31, 2023		IF PAID BY October 2, 2023		IF PAID BY October 31, 2023	
			Penalty Interest	Total	Penalty Interest	Total	Penalty Interest	Total
2014	137 900 901 905	\$573.81	\$906.61	\$1,480.42	\$913.52	\$1,487.33	\$920.40	\$1,494.21
2015	137 900 901 905	\$586.04	\$841.56	\$1,427.60	\$848.58	\$1,434.62	\$855.63	\$1,441.67
2016	137 900 901 905	\$1,621.03	\$2,094.37	\$3,715.40	\$2,113.82	\$3,734.85	\$2,133.28	\$3,754.31
2017	137 900 901 905	\$1,605.39	\$1,842.99	\$3,448.38	\$1,862.24	\$3,467.63	\$1,881.52	\$3,486.91
2018	137 900 901 905	\$1,593.38	\$1,599.76	\$3,193.14	\$1,618.88	\$3,212.26	\$1,637.98	\$3,231.36
2019	137 900 901 905	\$1,672.28	\$1,438.16	\$3,110.44	\$1,458.23	\$3,130.51	\$1,478.30	\$3,150.58
2020	137 900 901 905	\$1,680.06	\$1,202.91	\$2,882.97	\$1,223.10	\$2,903.16	\$1,243.25	\$2,923.31
2021	137 900 901 905	\$4,066.62	\$2,326.10	\$6,392.72	\$2,374.90	\$6,441.52	\$2,423.71	\$6,490.33
2022	137 900 901 905	\$3,981.96	\$1,704.29	\$5,686.25	\$1,752.06	\$5,734.02	\$1,799.84	\$5,781.80

TOTAL AMOUNT DUE: \$31,337.32 \$31,545.90 \$31,754.48

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 THE KLEBERG COUNTY TAX OFFICE REGARDING A RIGHT YOU MAY HAVE TO ENTER INTO AN INSTALLMENT AGREEMENT DIRECTLY WITH THE TAX COLLECTOR FOR THE KLEBERG COUNTY TAX OFFICE FOR THE PAYMENT OF THESE TAXES.

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

Print Date: 08/10/2023

31.1.52

Appr. Dist. No.: 18300

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



100101101000192

SOLIS ENRIQUE JR
301 E RICHARD AVE
KINGSVILLE, TX 78363-4527

If Paid By	Amount Due
August 31, 2023	\$31,337.32
October 2, 2023	\$31,545.90
October 31, 2023	\$31,754.48
Amount Paid:	\$ _____

DELINQUENT TAX STATEMENT SUMMARY



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

Certified Owner:

**SOLIS ENRIQUE JR
301 E RICHARD AVE
KINGSVILLE, TX 78363-4527**

Legal Description:

ORIG TOWN, BLOCK 11, LOT 1, 2

Account No: 100101101000192

**2023 Value: \$117,540
Appr. Dist. No.: 18300**

Legal Acres: .1607

Parcel Address: 301 E RICHARD AVE

As of Date: 02/13/2024 Cause No: 8016C

Print Date: 02/13/2024 Printed By: JLARA

Year	Tax Units	Remaining Levy	IF PAID BY February 29, 2024		IF PAID BY April 1, 2024		IF PAID BY April 30, 2024	
			Penalty Interest	Total	Penalty Interest	Total	Penalty Interest	Total
2014	137 900 901 905	\$573.81	\$947.93	\$1,521.74	\$954.81	\$1,528.62	\$961.70	\$1,535.51
2015	137 900 901 905	\$586.04	\$883.76	\$1,469.80	\$890.78	\$1,476.82	\$897.82	\$1,483.86
2016	137 900 901 905	\$1,621.03	\$2,211.10	\$3,832.13	\$2,230.54	\$3,851.57	\$2,250.00	\$3,871.03
2017	137 900 901 905	\$1,605.39	\$1,958.57	\$3,563.96	\$1,977.84	\$3,583.23	\$1,997.11	\$3,602.50
2018	137 900 901 905	\$1,593.38	\$1,714.48	\$3,307.86	\$1,733.59	\$3,326.97	\$1,752.73	\$3,346.11
2019	137 900 901 905	\$1,672.28	\$1,558.57	\$3,230.85	\$1,578.64	\$3,250.92	\$1,598.70	\$3,270.98
2020	137 900 901 905	\$1,680.06	\$1,323.90	\$3,003.96	\$1,344.06	\$3,024.12	\$1,364.20	\$3,044.26
2021	137 900 901 905	\$4,066.62	\$2,618.92	\$6,685.54	\$2,667.70	\$6,734.32	\$2,716.48	\$6,783.10
2022	137 900 901 905	\$3,981.96	\$1,990.98	\$5,972.94	\$2,038.77	\$6,020.73	\$2,086.55	\$6,068.51
2023	137 900 901 905	\$3,541.06	\$816.21	\$4,357.27	\$897.66	\$4,438.72	\$979.10	\$4,520.16

TOTAL AMOUNT DUE:

\$36,946.05

\$37,236.02

\$37,526.02

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 THE KLEBERG COUNTY TAX OFFICE REGARDING A RIGHT YOU MAY HAVE TO ENTER INTO AN INSTALLMENT AGREEMENT DIRECTLY WITH THE TAX COLLECTOR FOR THE KLEBERG COUNTY TAX OFFICE FOR THE PAYMENT OF THESE TAXES.

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



Print Date: 02/13/2024

Appr. Dist. No.: 18300

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

100101101000192

**SOLIS ENRIQUE JR
301 E RICHARD AVE
KINGSVILLE, TX 78363-4527**

If Paid By	Amount Due
February 29, 2024	\$36,946.05
April 1, 2024	\$37,236.02
April 30, 2024	\$37,526.02
Amount Paid:	\$ _____

DELINQUENT TAX STATEMENT SUMMARY



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

Certified Owner:

**SOLIS ENRIQUE JR
301 E RICHARD AVE
KINGSVILLE, TX 78363-4527**

Legal Description:

ORIG TOWN, BLOCK 11, LOT 1, 2

Account No: 100101101000192

**2023 Value: \$117,540
Appr. Dist. No.: 18300**

**Legal Acres: .1607
Parcel Address: 301 E RICHARD AVE**

As of Date: 02/13/2024 Cause No: 8016C

Print Date: 02/13/2024 Printed By: JLARA

Year	Tax Units	Remaining Levy	IF PAID BY February 29, 2024		IF PAID BY April 1, 2024		IF PAID BY April 30, 2024	
			Penalty Interest	Total	Penalty Interest	Total	Penalty Interest	Total

TOTAL AMOUNT DUE: \$36,946.05 \$37,236.02 \$37,526.02

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

Print Date: 02/13/2024

Appr. Dist. No.: 18300

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**



100101101000192

**SOLIS ENRIQUE JR
301 E RICHARD AVE
KINGSVILLE, TX 78363-4527**

If Paid By	Amount Due
February 29, 2024	\$36,946.05
April 1, 2024	\$37,236.02
April 30, 2024	\$37,526.02
Amount Paid:	\$



31.1.54

CITY OF KINGSVILLE



P. O. BOX 1458 - KINGSVILLE, TEXAS 78364

AUGUST 25, 2023

ENRIQUE SOLIS JR
301 E Richard Ave
Kingsville TX, 78363

Re: ORIG TOWN, BLOCK 11, LOT 1, 2 301 E RICHARD KINGSVILLE TX 78363

Dear Sir or Madam:

It has been determined that the structure at **301 E Richard 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,



Belinda Tarver
Building Official



BUILDING DEPARTMENT

City of Kingsville
Phone: 361-595-8019

CERTIFIED MAIL – RETURN RECEIPT #7021 0950 0000 4793 9095

MARCH 1, 2024

ENRIQUE SOLIS JR
301 E RICHARD
KINGSVILLE, TX 78363

Re: **HEARING FOR PROPERTY AT 301 E RICHARD KINGSVILLE TX**

Dear Sir or Madam:

On AUGUST 25, 2023, a letter was sent from the City of Kingsville stating that your property located at **301 E RICHARD** 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, MAY 13, 2024, 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 **MAY 13, 2024.**

The hearing will take place at the Helen Kleberg Groves Community Room located on the first floor of City Hall, 400 West King, 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,


Belinda Tarver
Building Official

PUBLIC NOTICE

The City Commission will meet on Monday May 13, 2024, at 5:00 P.M. The following items are set for public hearing and discussion and / or action:

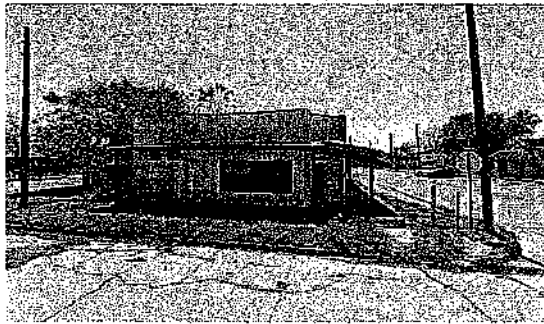
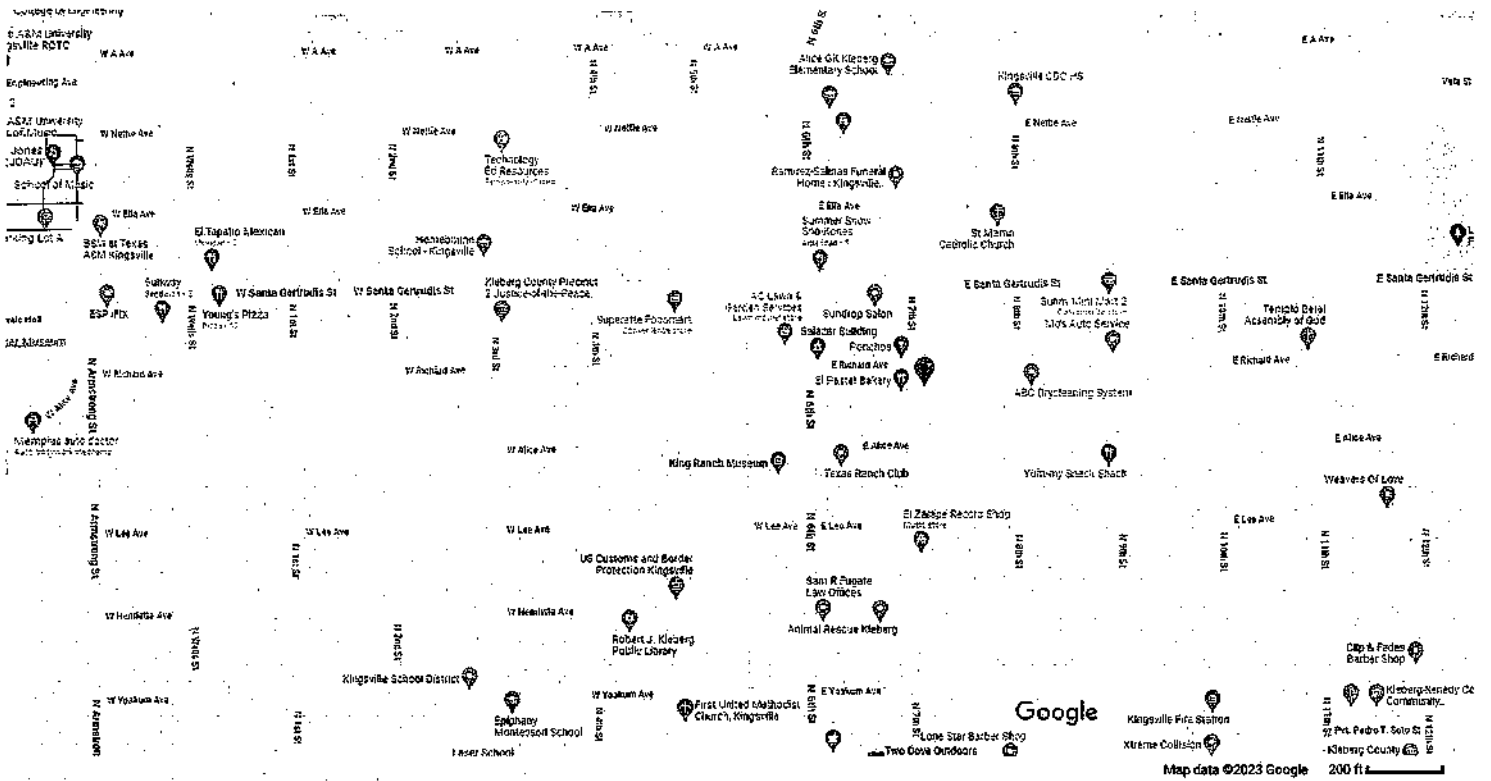
Request to condemn the unsafe structures located at:

219 E RICHARD
223 E RICHARD
227 E RICHARD
301 E RICHARD
404 W RICHARD
529 E JOHNSTON
608 E MESQUITE
614 W AVE F
721 ALEXANDER

If you are the property owner, holder of mortgage(s), or anyone having a substantial interest in any of 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 the agenda, please contact the Building Department at (361) 595-8019 or (361) 595-8020.

Google Maps 301 E Richard Ave



301 E Richard Ave

Building



Directions



Save



Nearby



Send to phone



Share



301 E Richard Ave, Kingsville, TX 78363

Photos

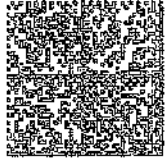
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CITY OF KINGSVILLE

P.O. BOX 1458 - KINGSVILLE, TEXAS 78364

15571 CL 22



US POSTAGE PAID PITNEY BOWES
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02 7H
0006055151 AUG 30 2023

Enrique Solis Jr
301 E Richard
78363

RETURN TO SENDER
VACANT
UNABLE TO FORWARD

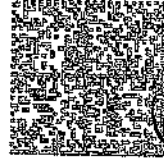
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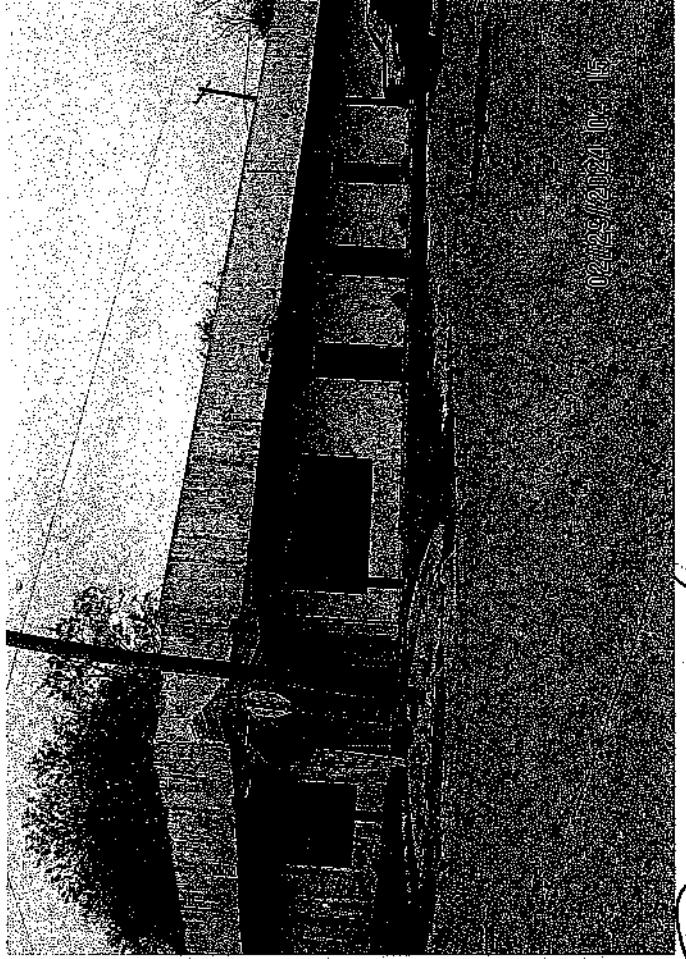
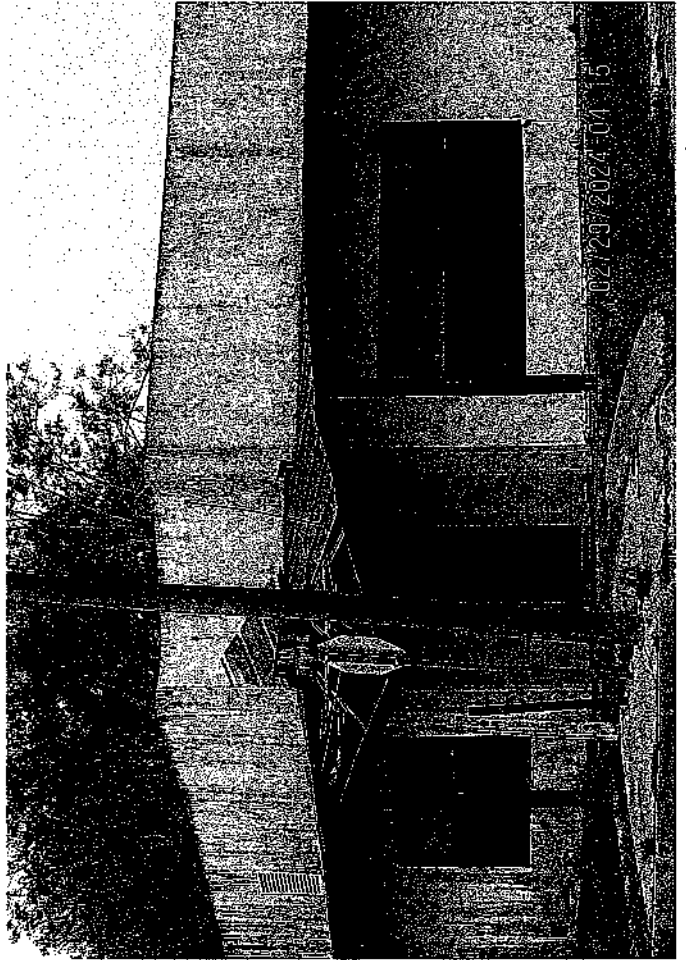
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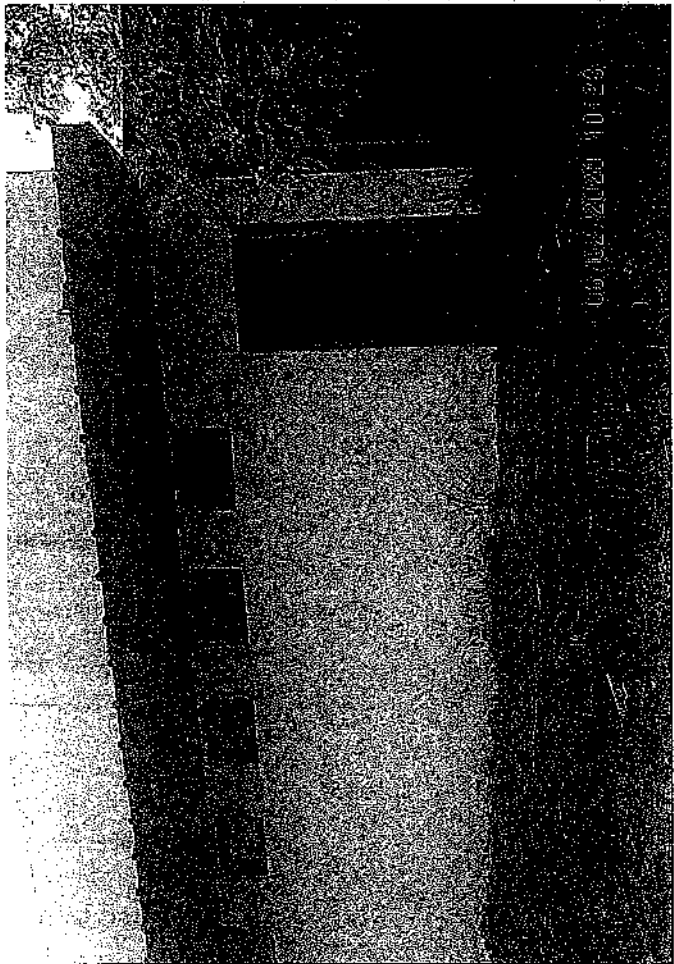
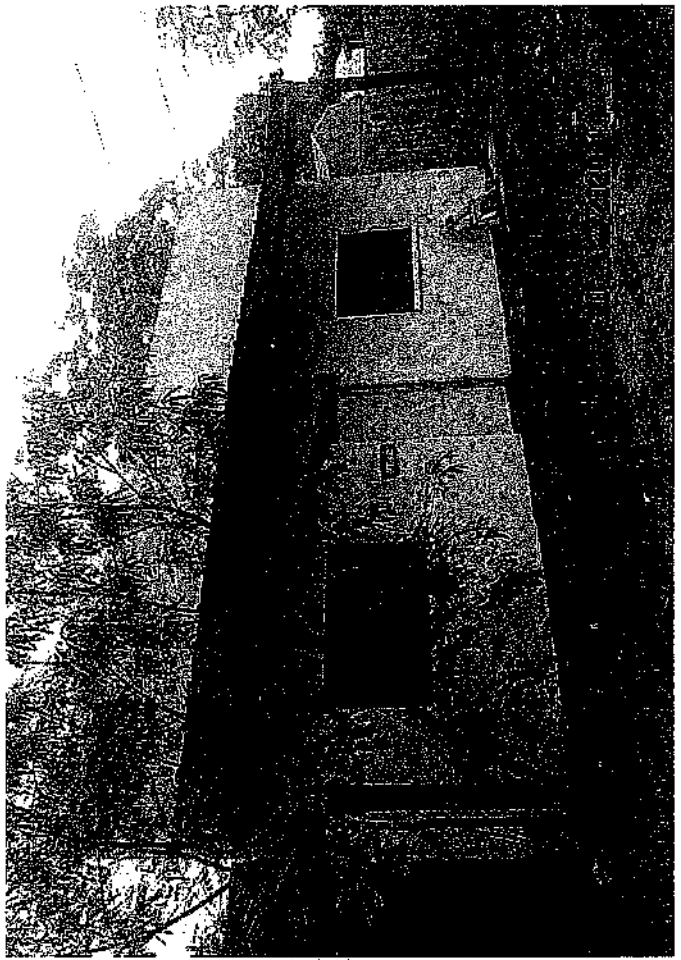
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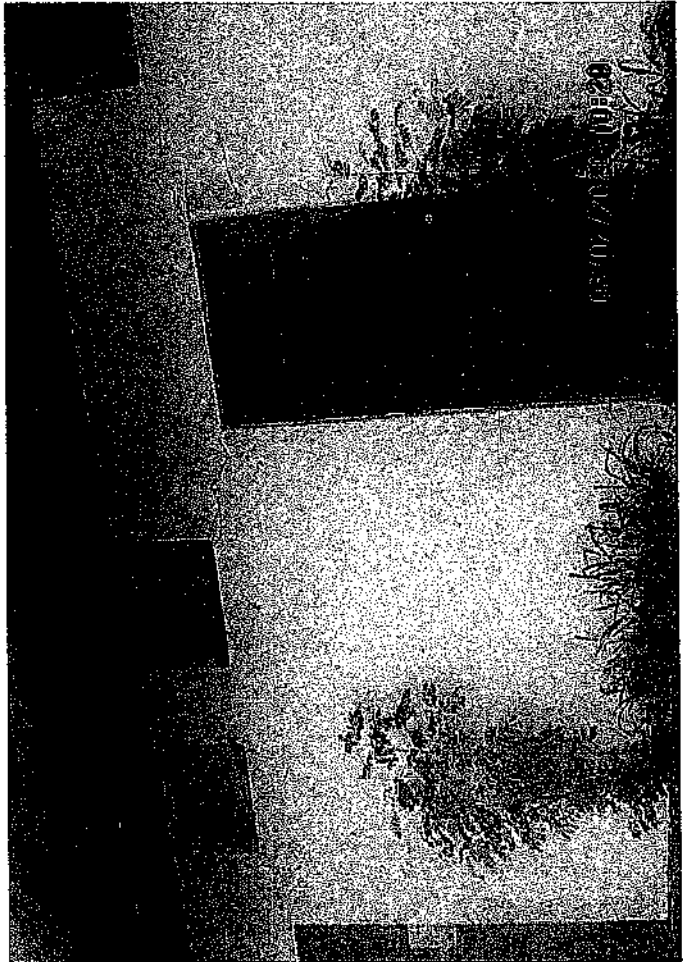
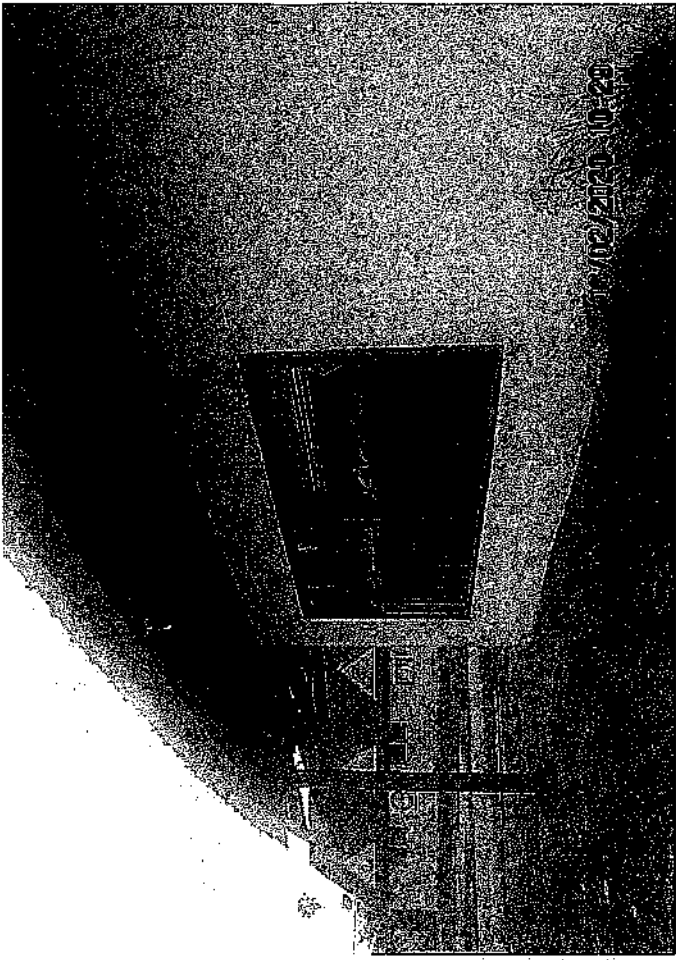
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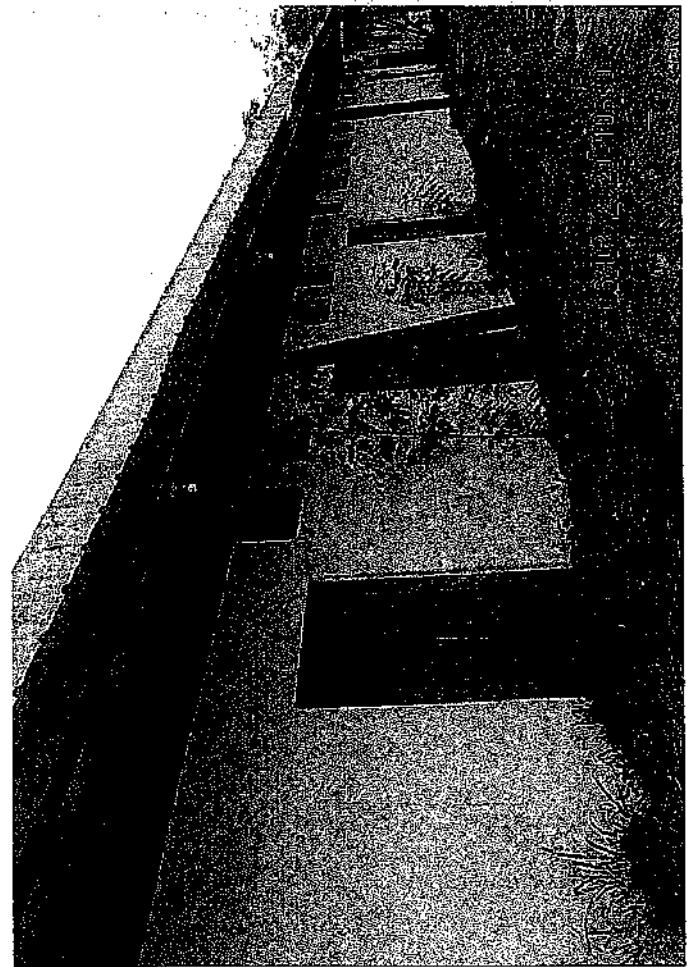
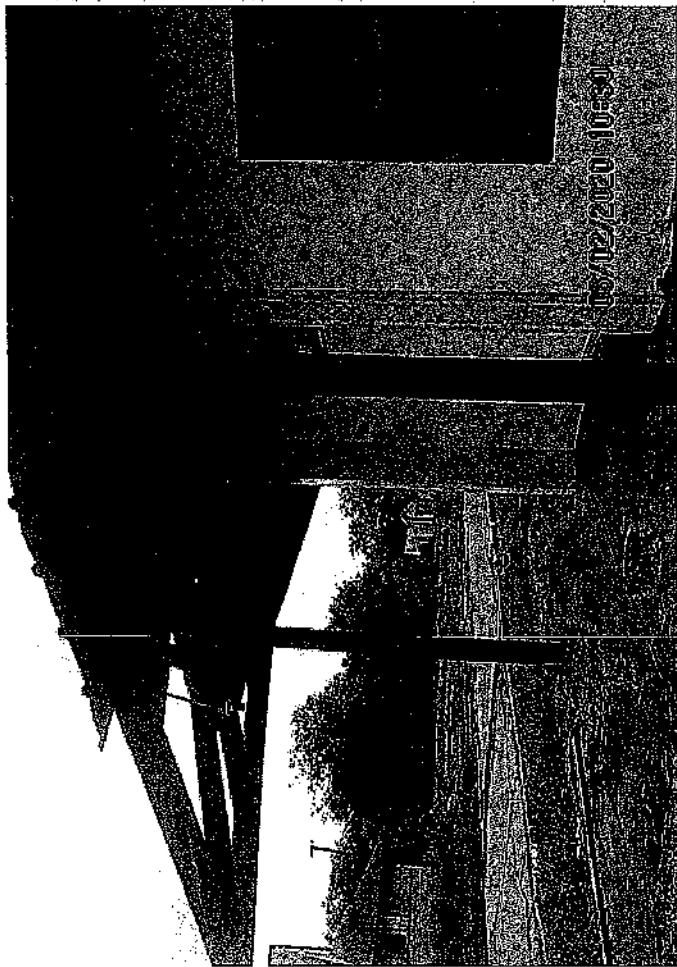
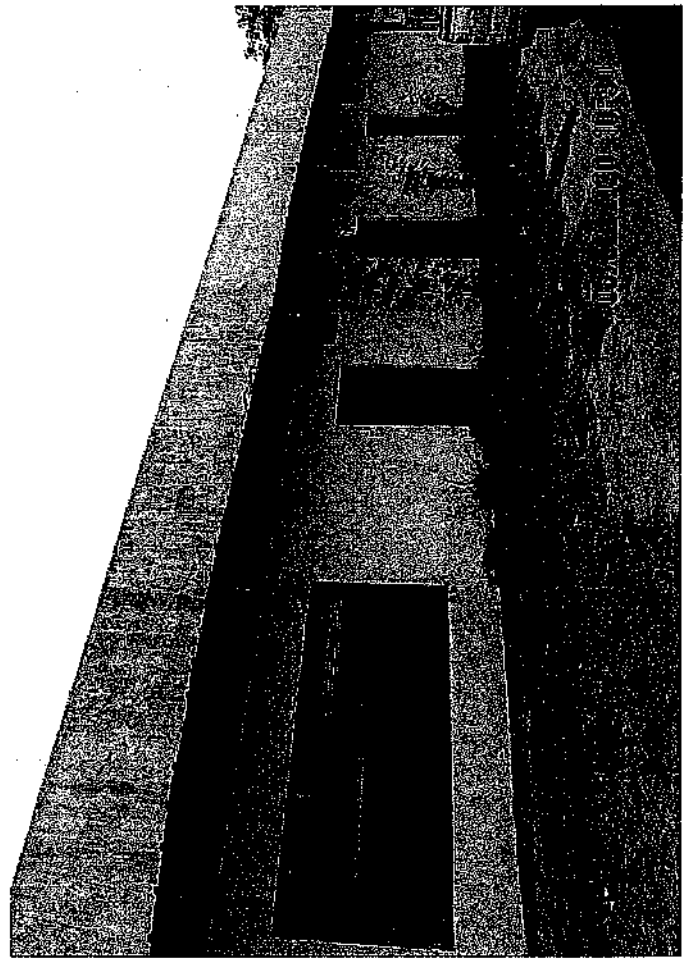
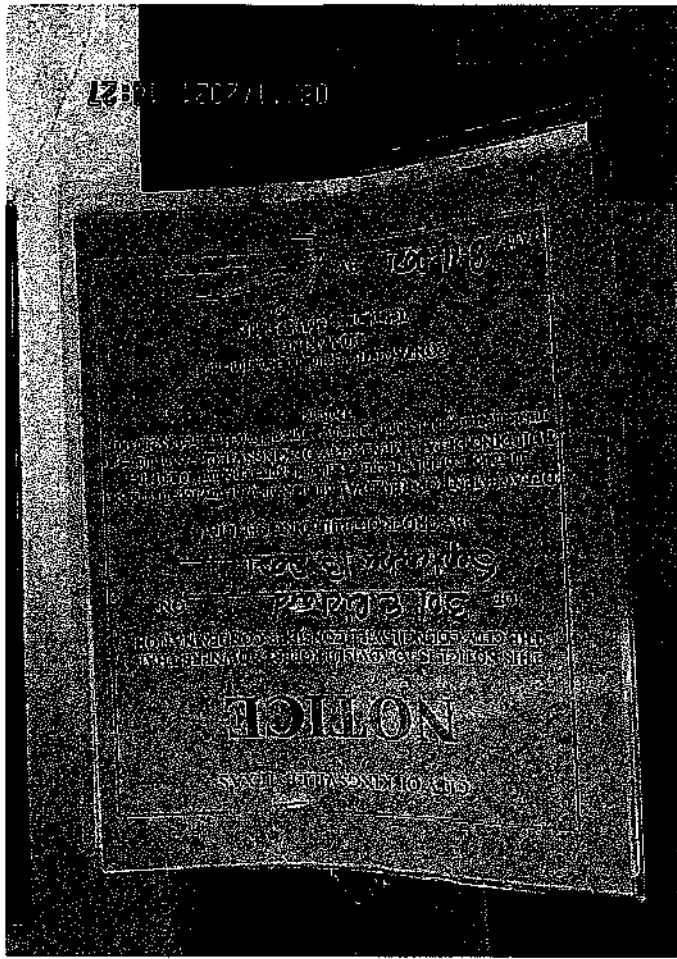


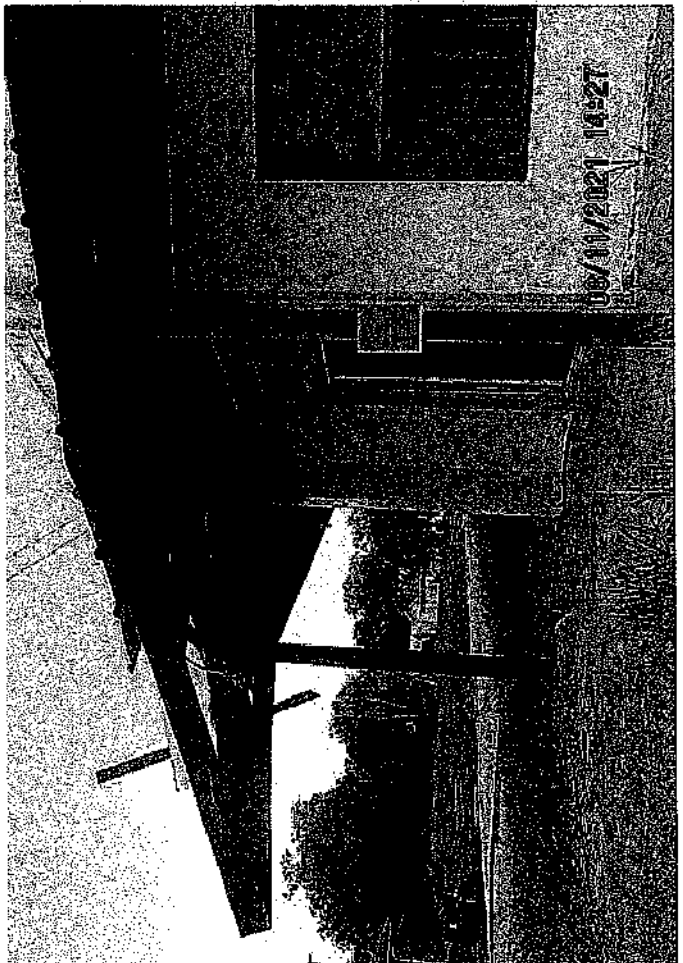
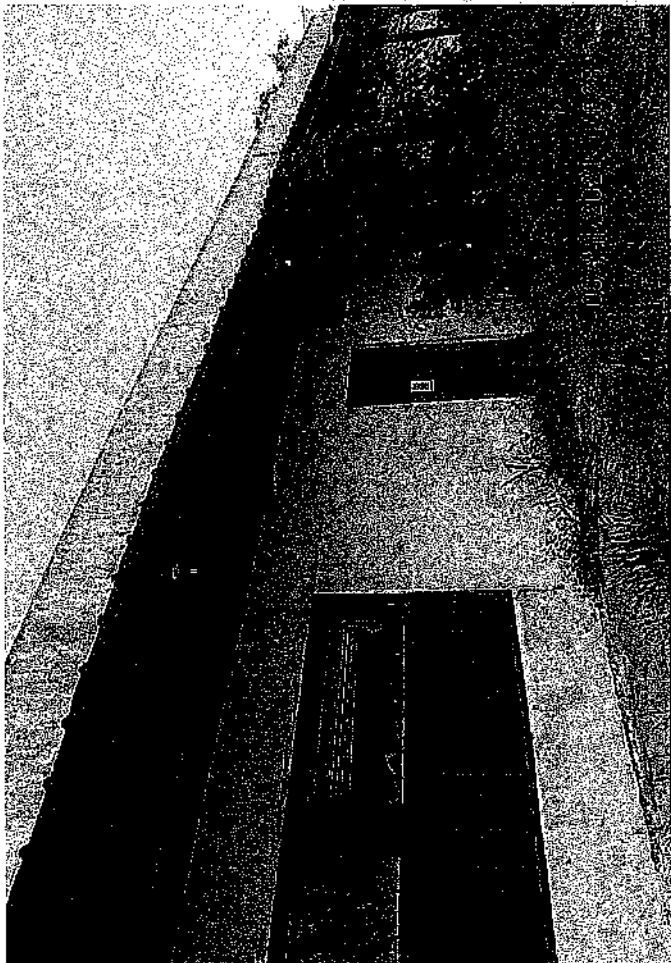
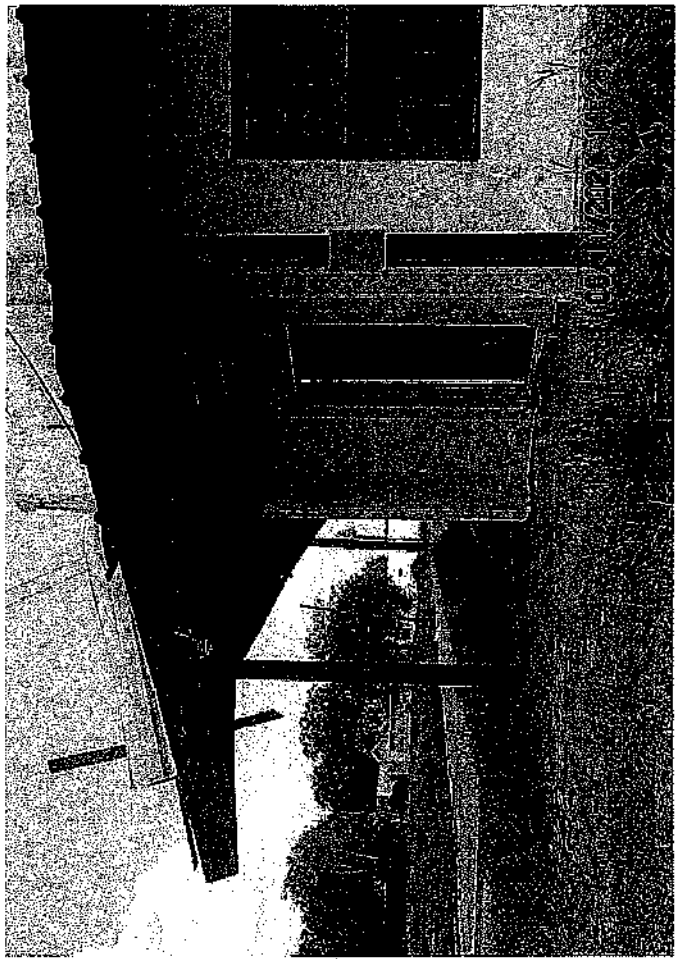
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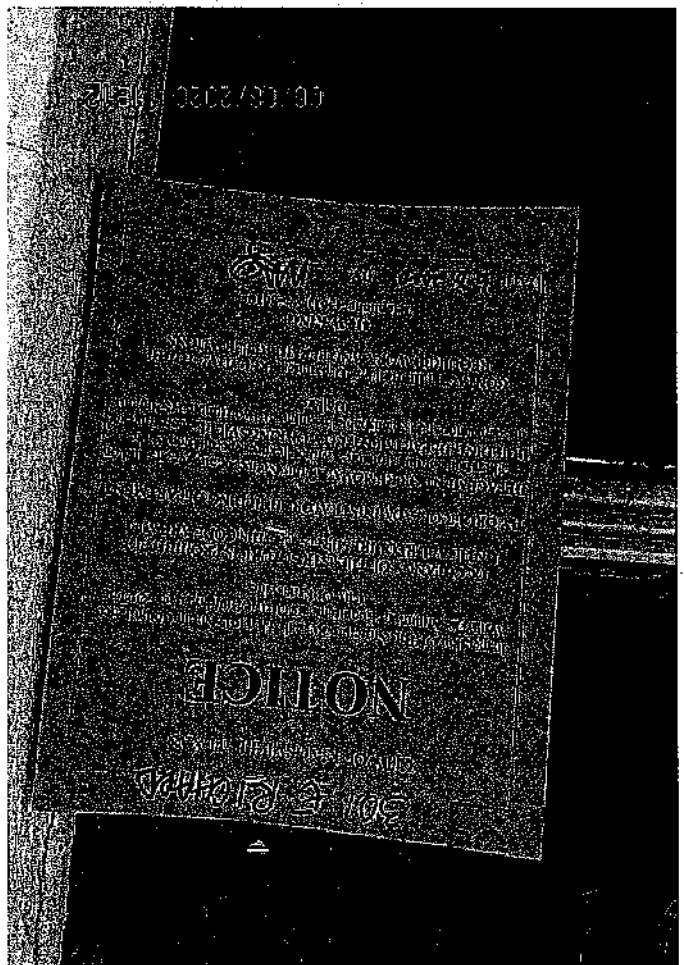
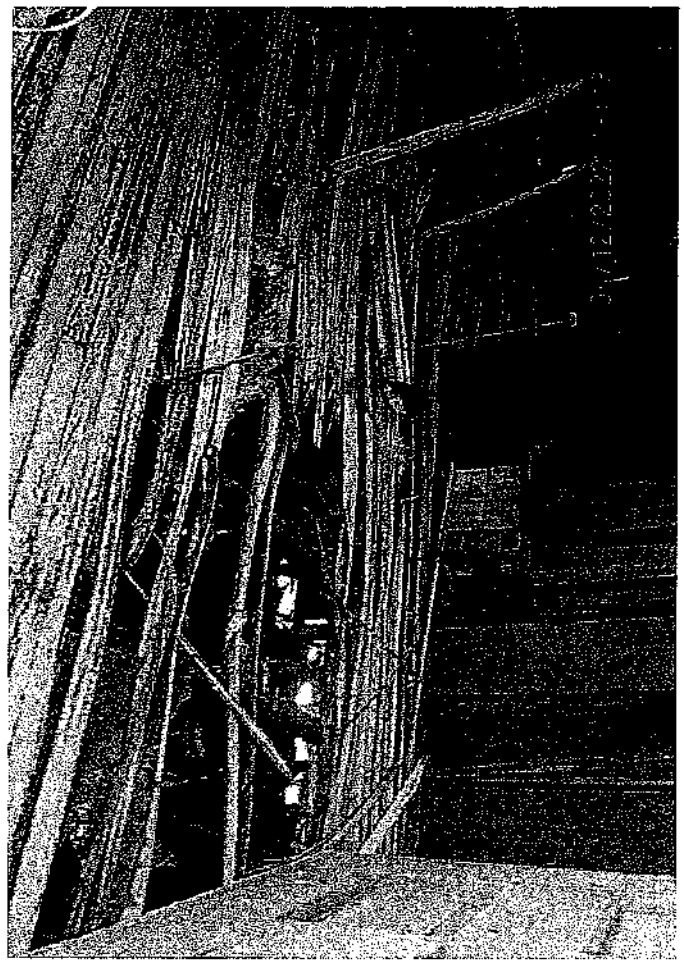


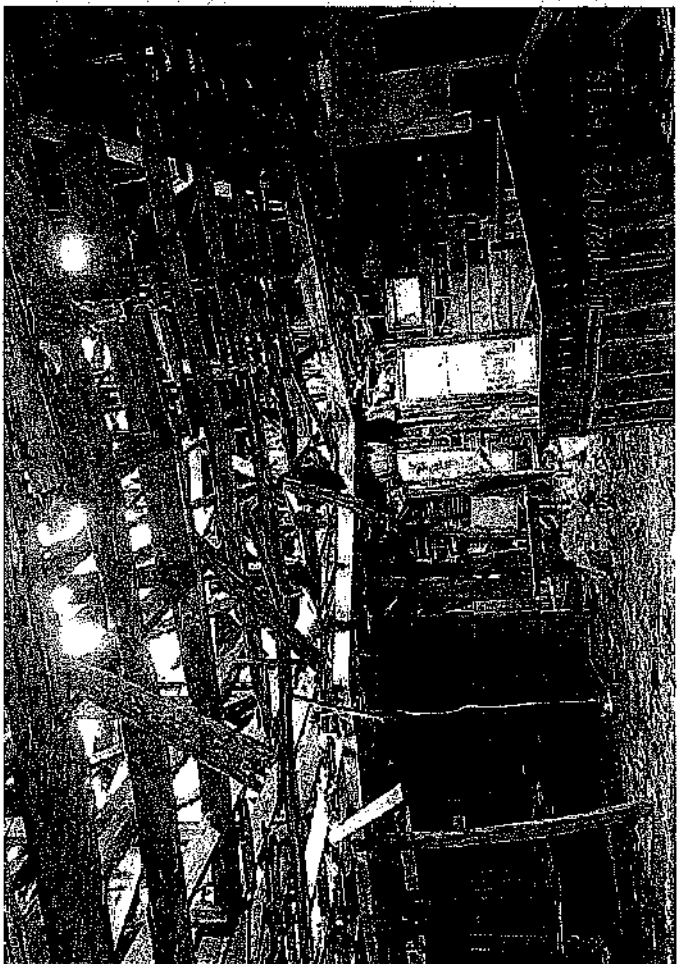
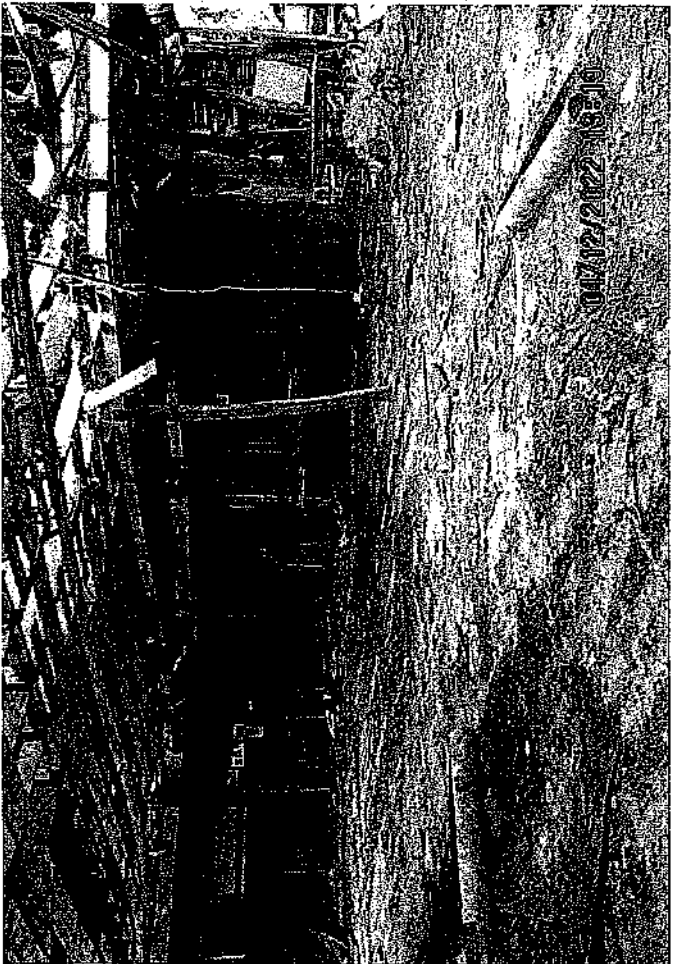
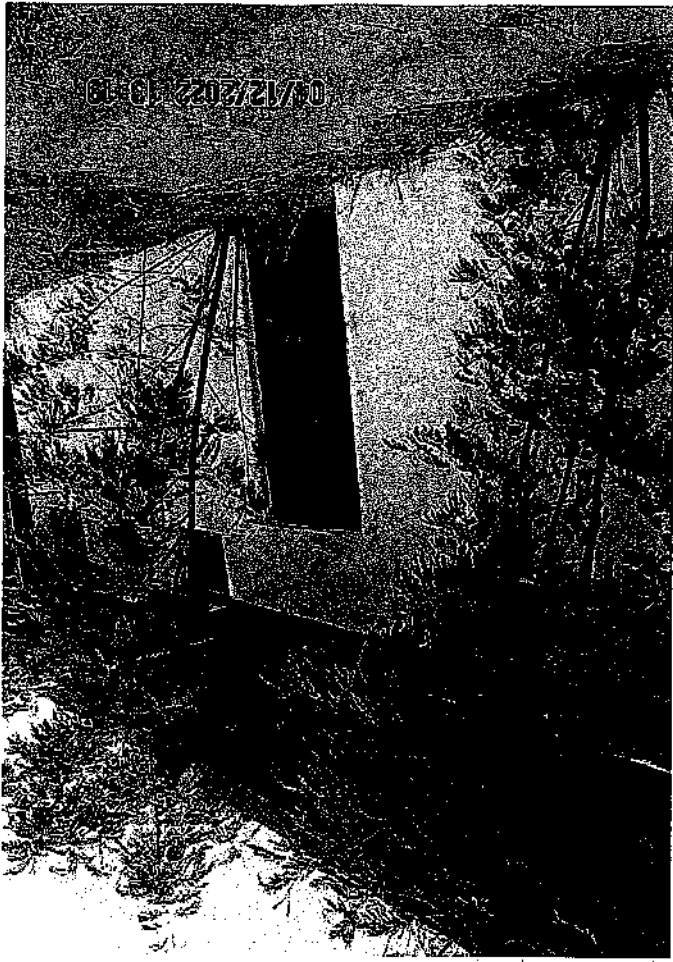


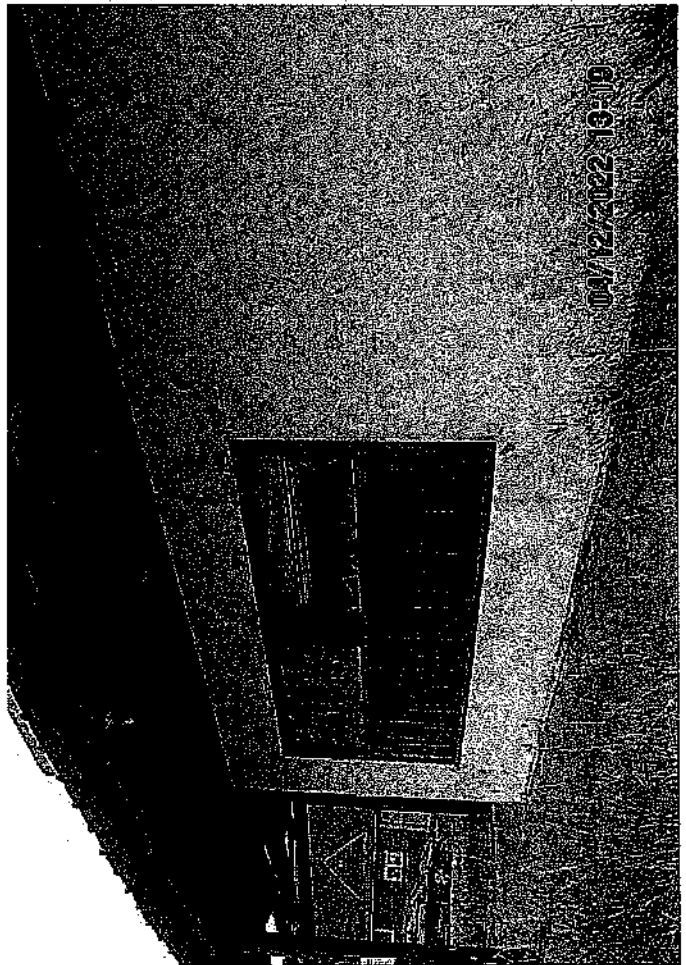
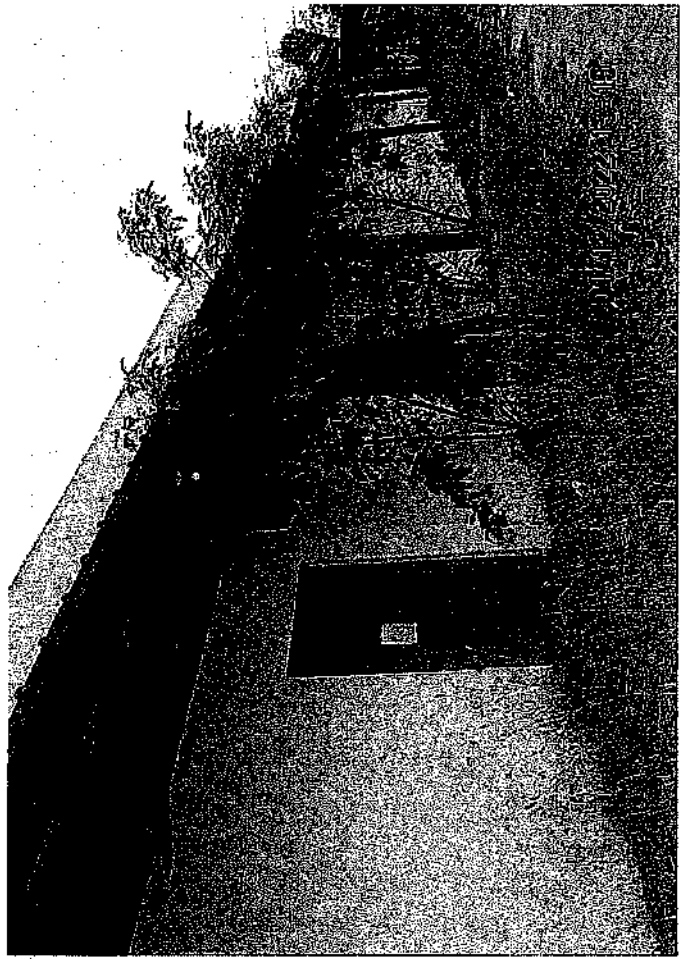
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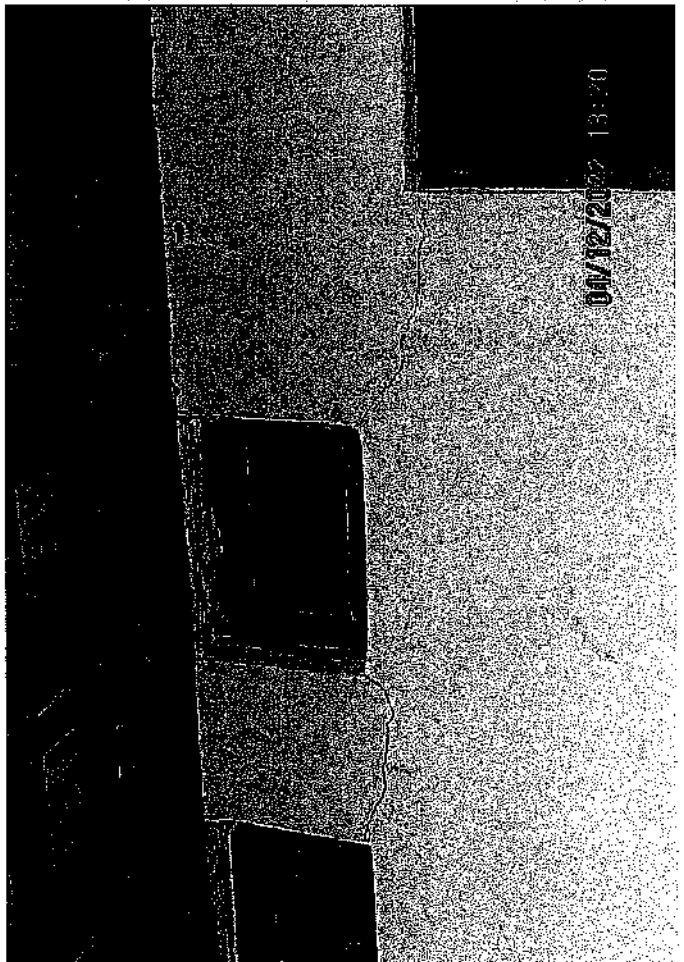
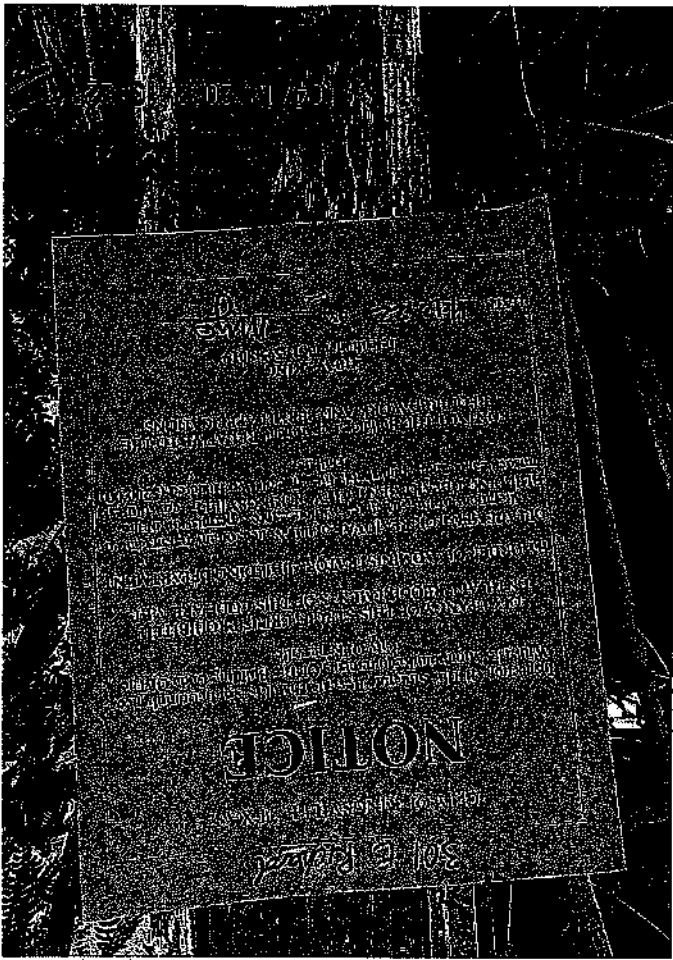


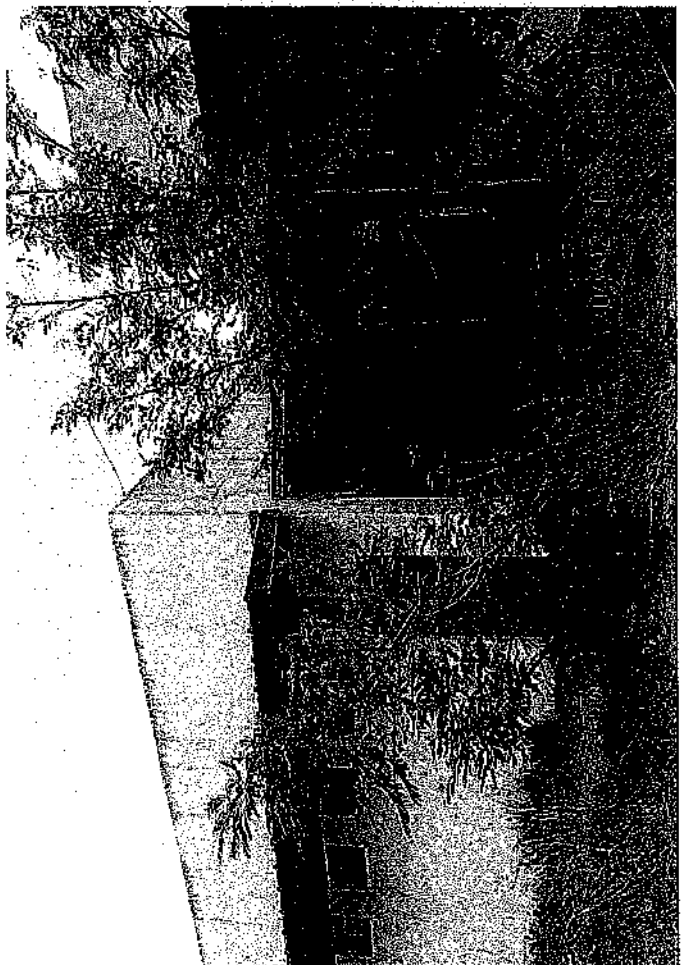
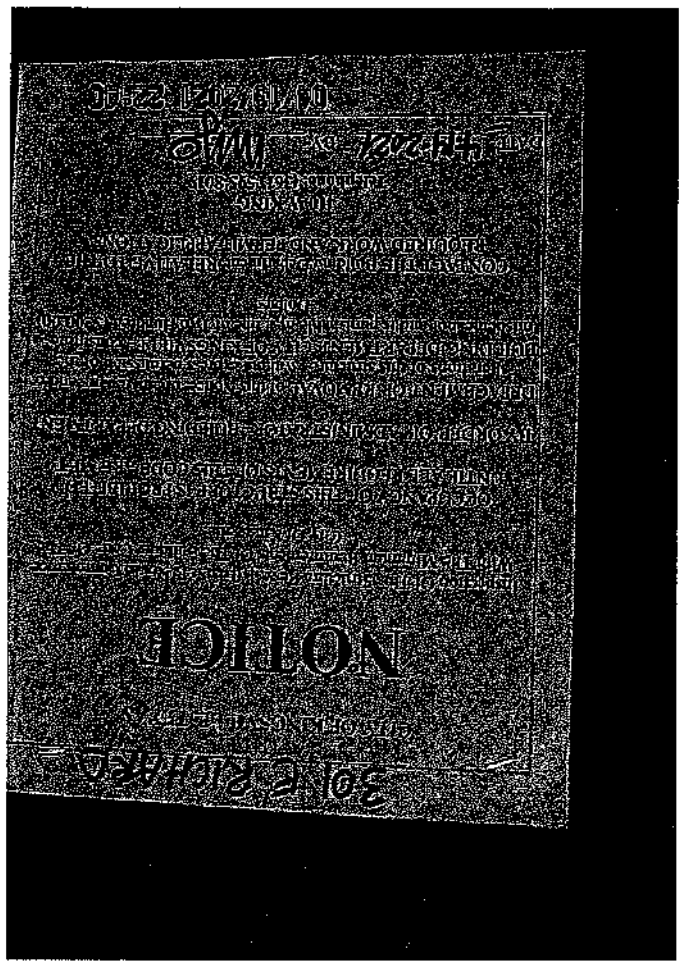
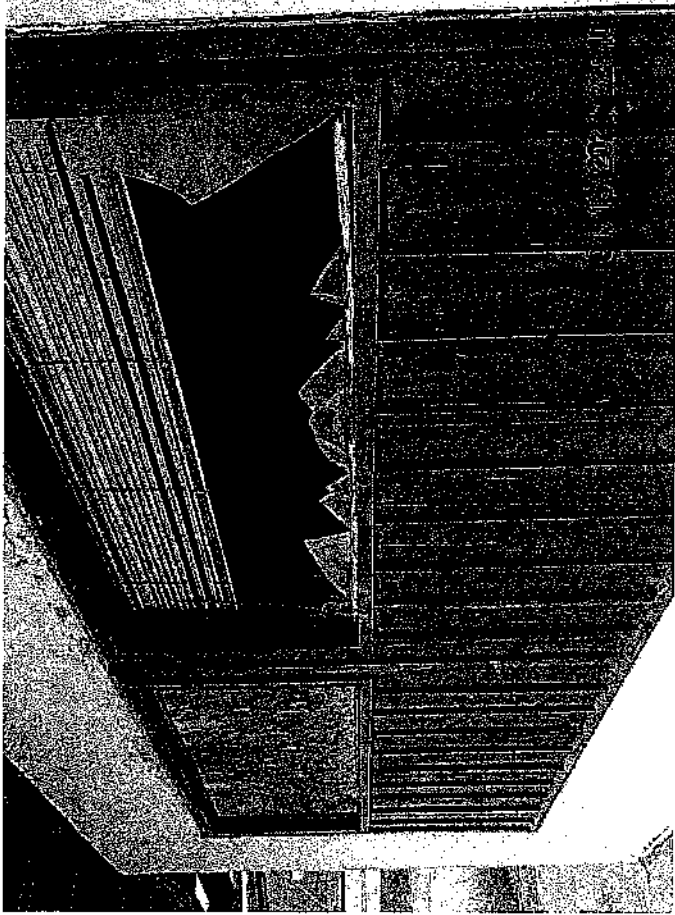


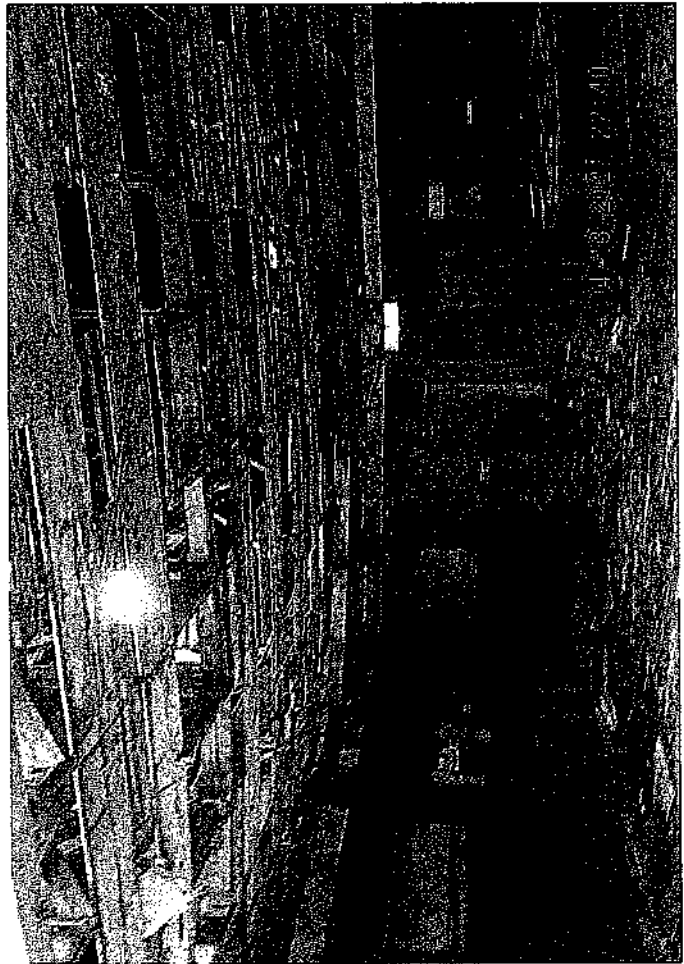
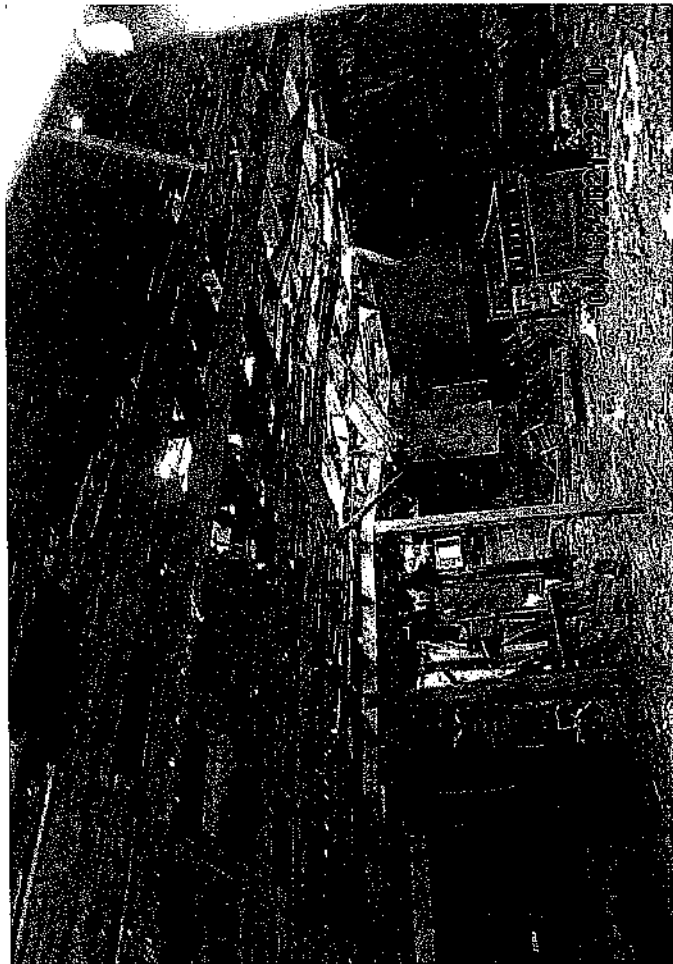
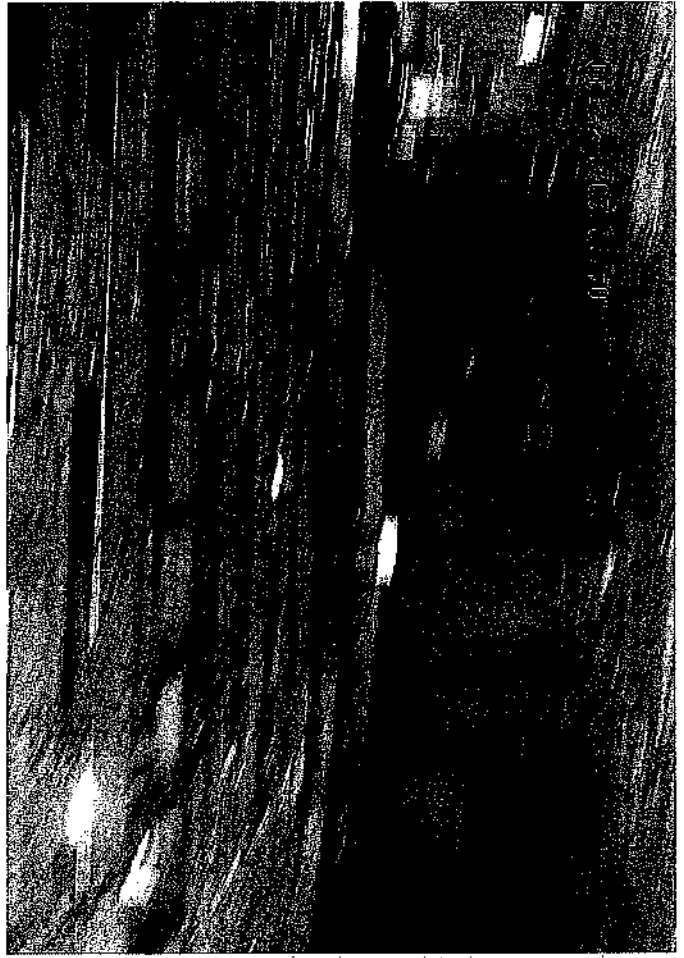
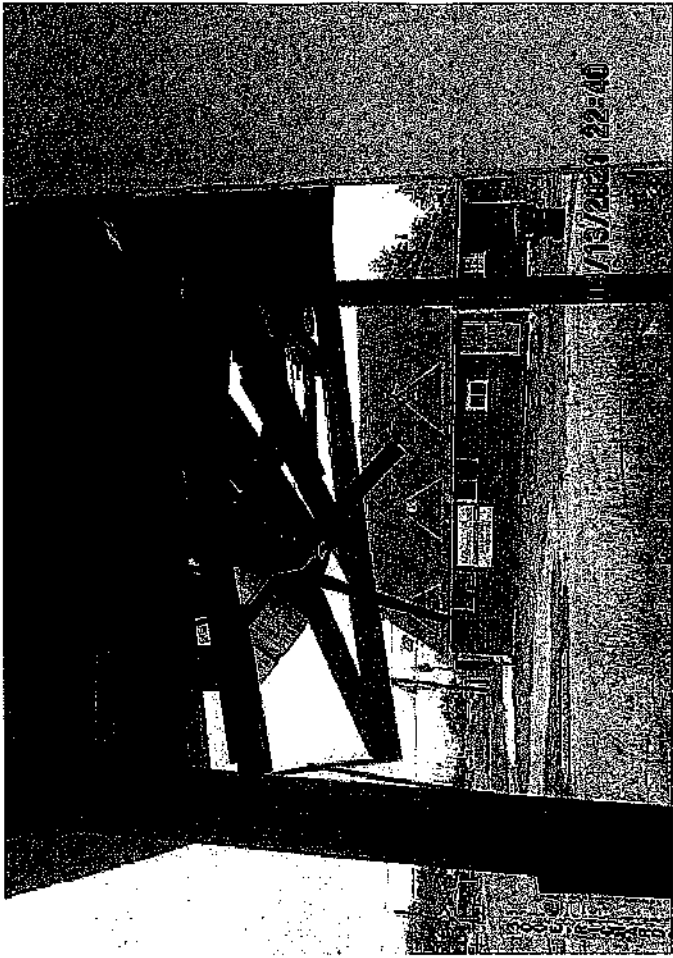


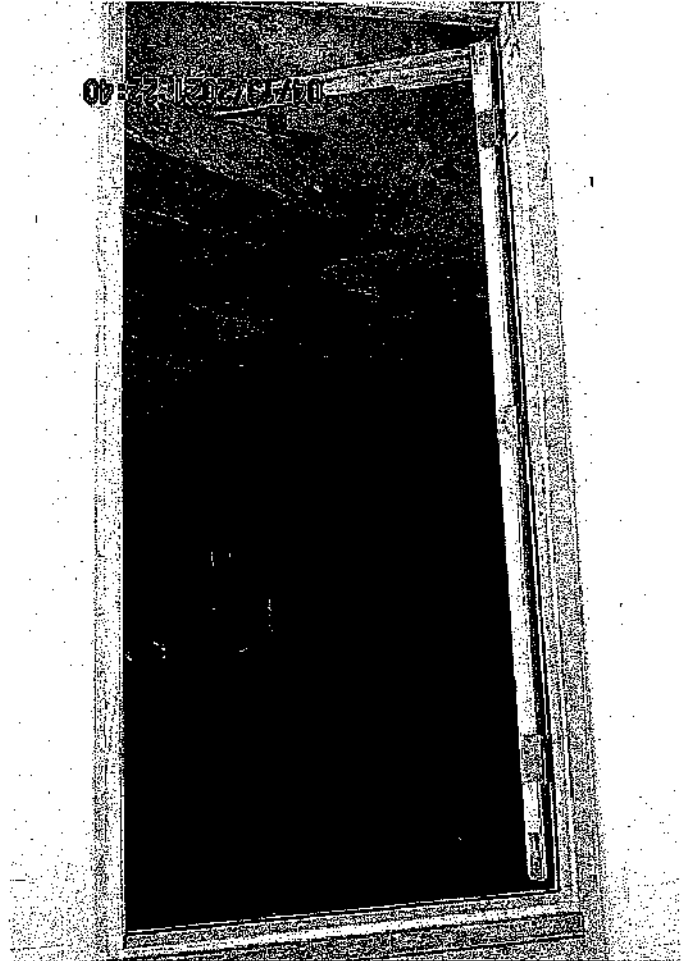
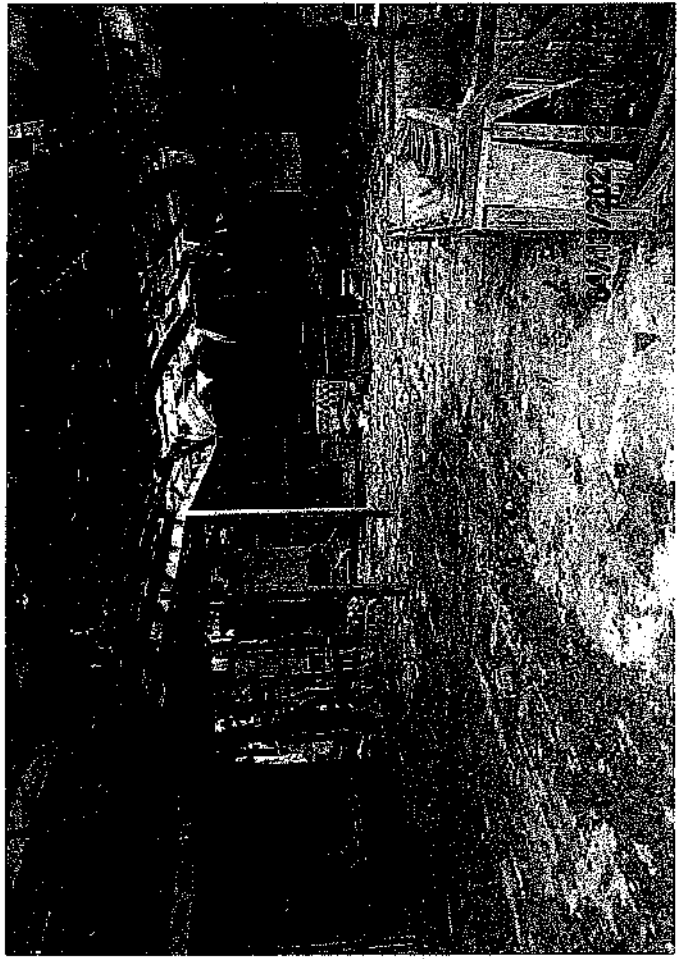
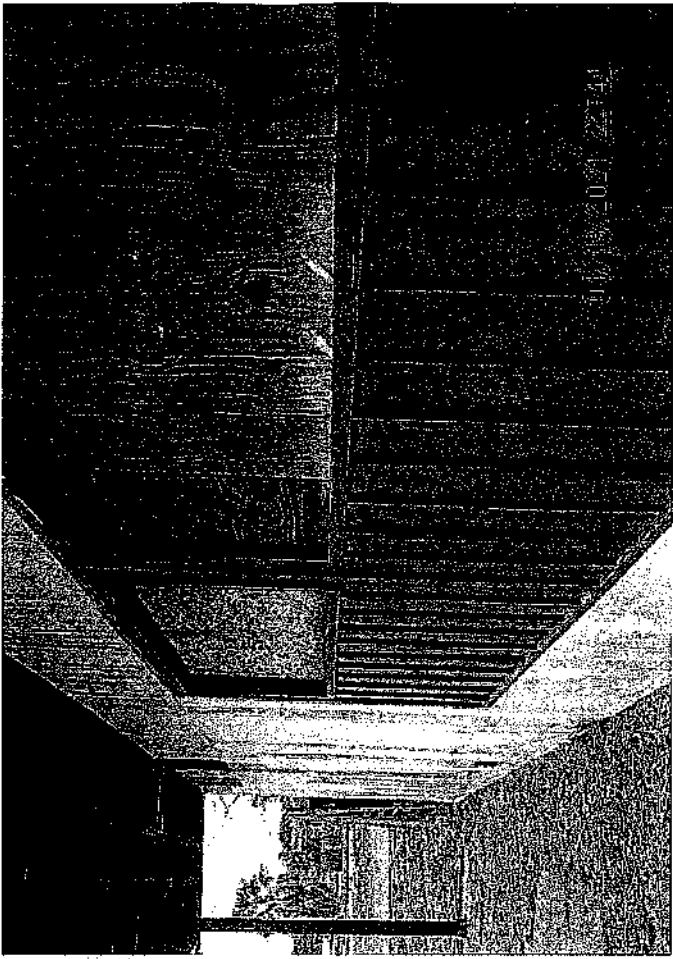


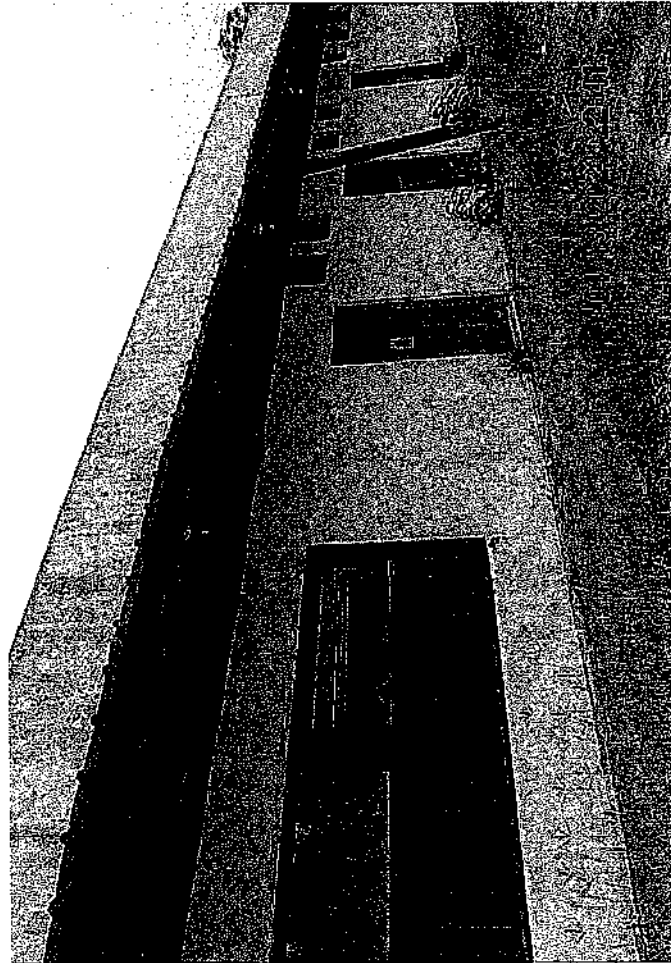
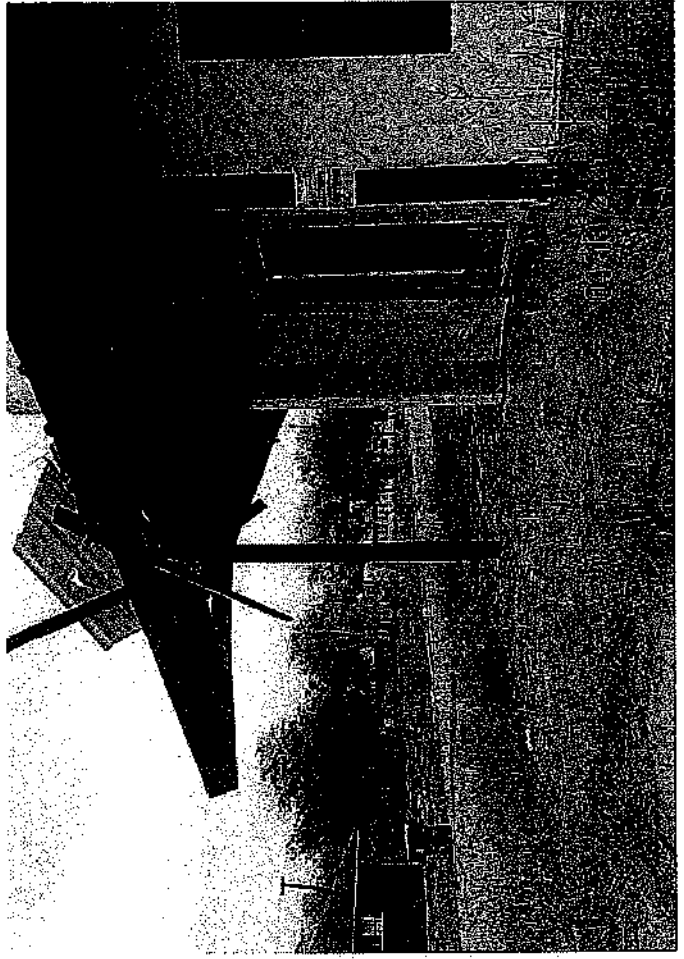


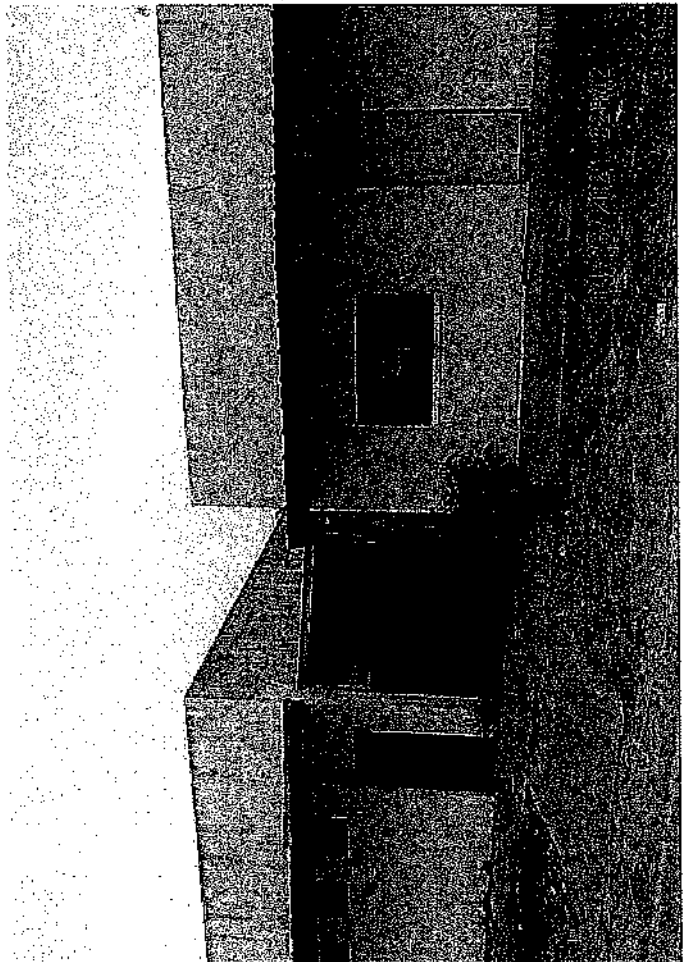


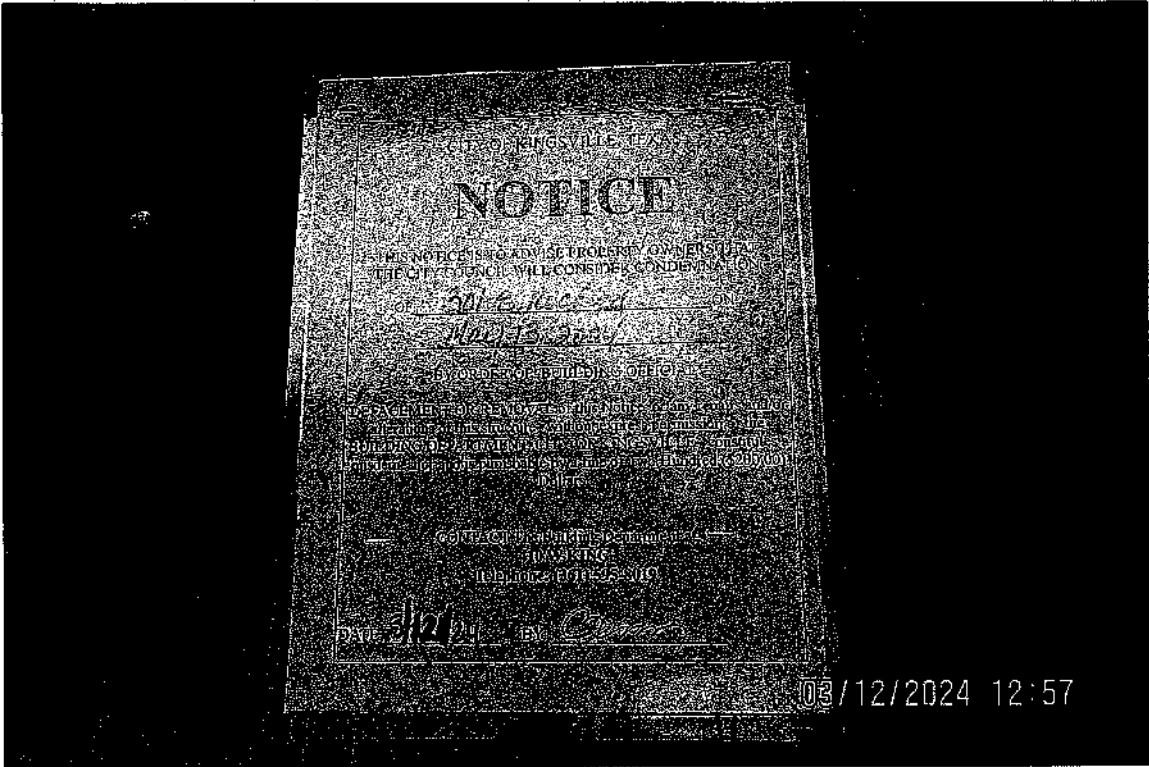


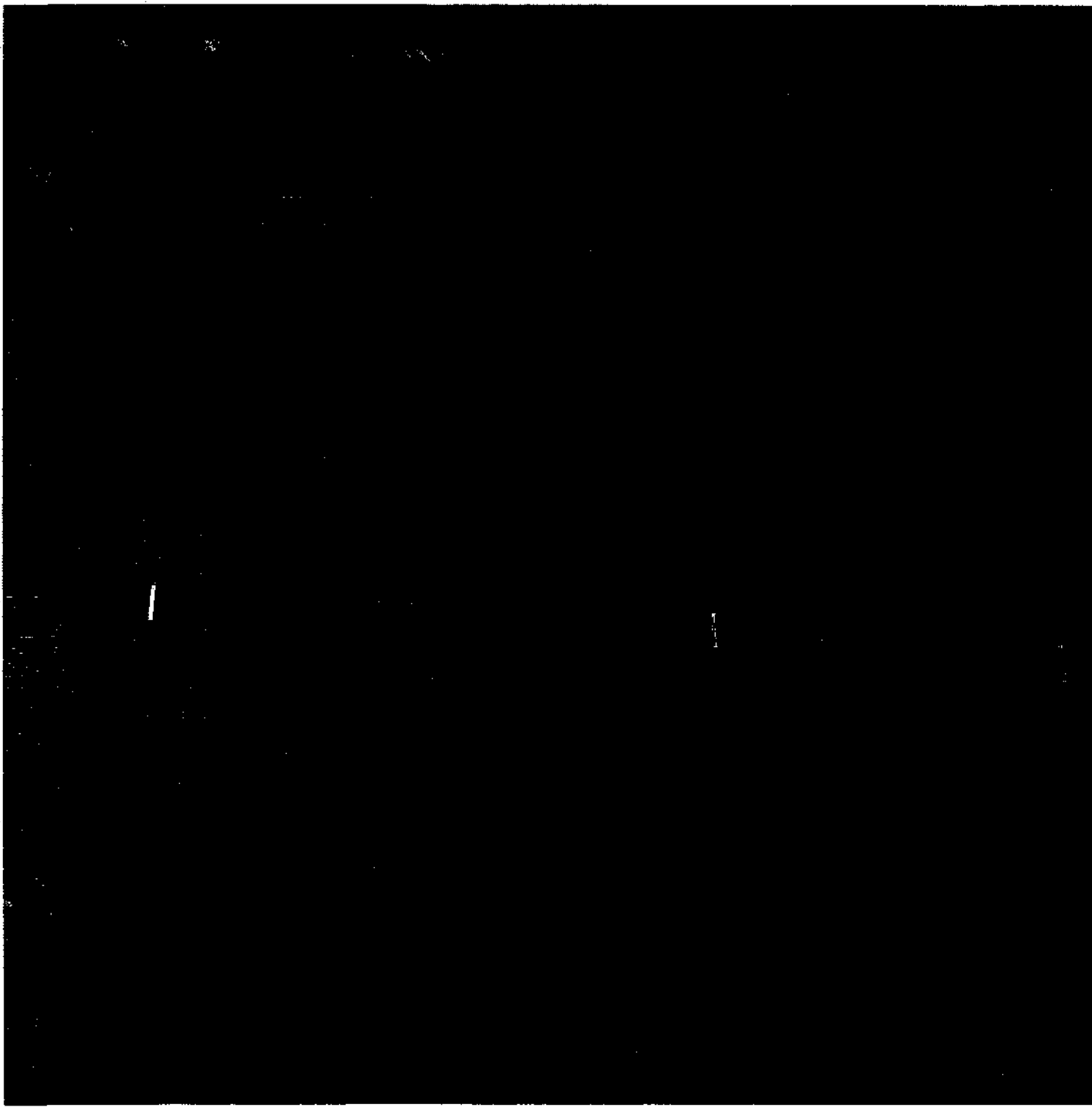












PUBLIC HEARING #4



MEMO

Date: April 25th, 2024

To: Mark McLaughlin (City Manager)

From: Erik Spitzer (Director of Planning and Development Services)

Subject: **The City of Kingsville Planning and Development Services Department is seeking approval from the City Commissioners and Mayor to demolish 8 existing residences that have been determined to be in a “condemned” status by the Building Official**

Summary: The Department of Planning and Development Services has identified eight (8) properties that exist in a condemned status and seeks City Commission’s approval for their subsequent demolition on 13 May 2024. Required Public Notice of such desire was completed on 11 April 2024 and 25 April 2024.

Background: The City of Kingsville Code of Ordinances defines the building condemnation process in Section 15-1-165: “Condemned Building or structure; specifications.” The Planning and Development Services Department completed detailed inspections that revealed the unsafe and dilapidated state of the identified eight properties listed below; consequently, these buildings have been declared uninhabitable. In addition, those properties residing in the Historic District were approved for demolition by the Historical Development Board on 20 March 2024. The relevant owners have been duly notified and nothing has been accomplished to improve or remove the dilapidated structures.

Financial Impact: Cost of demolition incurred will be billed to owners.

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

- 1. 721 Alexander Ave
- 2. 608 E Mesquite Ave
- 3. 614 W Ave F
- 4. 219 E Richard Ave
- 5. 223 E Richard Ave
- ~~6. 227 E Richard Ave~~
- 7. 301 E Richard Ave
- 8. 529 E Johnston Ave

Erik Spitzer
Director of Planning and Development Services

KISD recognizes top district teachers, students



Pictured are all the KISD staff that worked with the students to succeed in the UIL competition and other competitive events. (Photos by Gloria Bigger-Cantu)



KISD district teachers were recognized at the March 26 school board meeting. Pictured from left, are Supt. Dr. Casey Reynolds-Perez, Patricia Mendivil, Elementary School Teacher of the Year, Perez Principal Dr. Esperanza De Leon, Rebecca Perkins, Secondary Teacher of the Year, Gilbert Principal Tanya Williams. School board members pictured in the back from left are for Mireles, Munoz, Caspa, Brian Casola, Delma Salinas, James Glusing and Joseph Rife.



KISD Elementary and Secondary Campus Teachers of the Year were recognized at the March 26 school board meeting. Pictured from left are Susana Etzler for HMK High School, HMKHS Principal Dr. Elva Williams, Patricia Mendivil for Peraz Elementary School, Peraz Principal Dr. Esperanza DeLeon, Yesenia Nieto for Harrel Elementary School, Harrel Principal Delma Yaquarin, Raul Enrique Castellano for Harvey Elementary School, Anailis Forak, Executive Director for Elementary Instruction (representing Harvey Principal Tamara Trevino who was ill), Rebecca Perkins for Gilbert Middle School, Gilbert Principal Tanya Williams.



HMK High School music students are Texas All State members. Pictured from left are Supt. Dr. Casey Reynolds-Perez, Emily De Santos, string bass, and Dacari Malone, Bass Clarinet.



HMK High School Jazz Band members received straight superior ratings at the Houston Jazz Festival, the UIL Region Solo and Ensemble and the TAMUK Jazz Festival. Pictured from left are Supt. Dr. Casey Reynolds-Perez, Isabella Mendez, Ramon Medina, Michael Roubin, Juan Cantu, Emily De Santos and Julian Alvarez.

U.S. Department of Energy to Hold Tribal-Only Listening Sessions on the Draft Environmental Impact Statement for Activities in Support of Commercial HALEU Production

DOE released a draft Environmental Impact Statement (EIS) evaluating the potential impacts of the Department's proposed action to approve high-assay low-enriched uranium (HALEU) for commercial nuclear energy use and demonstration projects and to establish domestic commercial HALEU production. DOE is holding two virtual and one in-person Tribal-Only listening sessions to explain the process used to analyze the proposed action and alternatives and seek oral comments and feedback from Tribes on the draft EIS.

Please see below for information on the tribal-only listening sessions. For anyone unable to attend, the virtual sessions will be recorded and made available on the project website.

All attendees must register to attend these tribal-only listening sessions. Please visit <https://www.energy.gov/whf/haeu-eis/tribal-activities-impact-statement> to register.

Tribal-Only Virtual Listening Sessions:

1. Wednesday, April 10, 2024, at 6:00 pm ET via Zoom.
2. Thursday, April 11, 2024, at 9:00 pm ET via Zoom.

In-Person Tribal-Only Listening Session:

1. Tuesday, April 16, 2024, in Chandler, AZ at 5:30 p.m. MST
- Upon registration, you will receive additional logistics and meeting details.

In addition to comments provided during the listening sessions, written comments may be submitted by mail or email now through April 22, 2024.

Written comments received through the mail must be postmarked by April 22, 2024, to ensure consideration.

Comments can be submitted to the following addresses:


Mail:

Mr. James Lovejoy
DOE EIS Document Manager
U.S. Department of Energy,
Idaho Operations Office,
1955 Fremont Avenue, MS 1235,
Idaho Falls, Idaho 83415

E-mail: HALEU-EIS@nuclearenergy.gov

Tribal comments and feedback will help DOE further refine its analysis, identify new information, and consider additional alternatives in preparation of the final EIS. Responses to comments and any associated revisions will be included in the final EIS.

For more information on the virtual hearings and registration, and to access the draft EIS



KEEP AMERICA BEAUTIFUL GREAT AMERICAN CLEANUP

TRASH-OFF

The City of Kingsville will be hosting a TRASH-OFF
Citizens can dump their Trash for FREE!

Saturday, April 20, 2024 from 8:30 a.m. - 12 p.m.

Weather Permitting
Located at 6th Street & East Ave. B
Two blocks north of Kleberg Elementary School
You must provide proof of residency and utility bill.
No Contractors Allowed! Kingsville Residents Only!

We WILL Accept:

- Appliances (no refrigerators or freezers)
- Brush
- Furniture
- Tires (3 per vehicle)

ONLY standard automobile tires

We WILL NOT Accept:

- Hazardous Waste
- Refrigerators or Freezers
- Concrete
- Household Garbage
- Stack of Roofing Shingles

VOLUNTEERS WELCOME

Control Code Compliance for more information at 361-595-9983

PUBLIC NOTICE

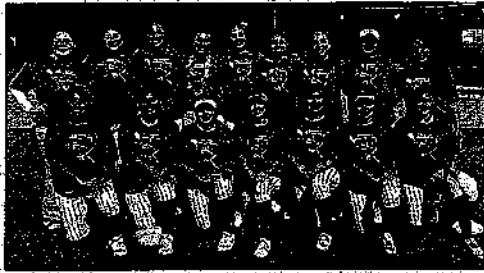
The City Commission will meet on Monday May 13, 2024, at 5:00 P.M. The following items are set for public hearing and discussion and / or action:

Request to condemn the unsafe structures located at:

219 E RICHARD
223 E RICHARD
227 E RICHARD
301 E RICHARD
404 W RICHARD
529 E JOHNSTON
608 E MESQUITE
614 W AVE F
721 ALEXANDER

If you are the property owner, holder of mortgage(s), or anyone having a substantial interest in any of 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 the agenda, please contact the Building Department at (361) 595-8019 or (361)

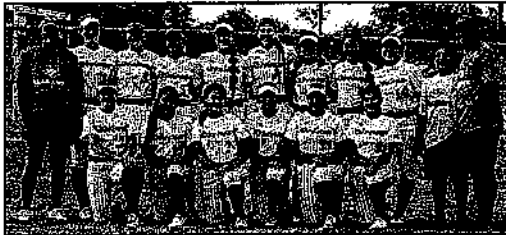
Lady Badgers reach playoffs



The Bishop Lady Badgers will play in the Class 4A softball B-District playoffs against Port Isabel. It is a best-of-three series with Game One at 6 p.m. Thursday, April 23 at Port Isabel. Game Two will be at 6 p.m. in Bishop on Friday, April 26. Game Three, if necessary, will be at 3 p.m. Saturday, April 27 with place to be determined. For the Bishop game: All tickets are online only. No outside food or drinks allowed. (Contributed photo)



The Lady Lions captured the District Championship and now turn their sights to the Class 3A playoffs, where they look to return to the State finals once again. (Contributed photo)



The Riviera Lady Seashawks captured the District Championship and now turn their sights to the Class 2A playoffs, where they look to make a deep playoff run. (Contributed photo)

Riviera wins district title

By Ted Figueroa

Reporter
Call it a decade of dominance. The Riviera Seashawk softball team captured their 10th consecutive district championship at the conclusion of the regular season. The team went 10-0 in district play this year and are headed back to the playoffs as the No. 1 seed in B-District. The final game of the season was played last

week with a 14-0 victory over La Villa. Pitcher Skyler Ramos had 10 strikeouts, Haley Alegria went 2 for 2 with 4 RBIs, and Angelica Ortega went 2 for 3 with 3 RBIs. Riviera's playoff run is set to start this week with the best of three series beginning on Friday in Port Aransas at 7 p.m. Game two will be played in Riviera at noon on Saturday. Game three, if necessary, will be 30 minutes afterwards.



Regional dominance

HM King's Josiah Rivers qualified for State with a pair of individual Regional Championships and one runner-up finish during the meet held at TAMUK over the weekend. Rivers won the 110 meter hurdles in a time of 14.02 seconds, as well as a win in the 300m hurdles (37.90), and second place in the long jump (24-2). Rivers will next compete at the State meet in Austin. (Contributed photo).

SGA ready for playoffs

By JT Stryker
Editor

The SGA Lady Lions (28-5 10-0) just completed the regular season with an undefeated District title, and now turn their sights to a bigger prize. "It wasn't easy, but we made it look easy," Head Coach Thomas de los Santos said. "Our district has some tough teams. In fact, I wouldn't be at all surprised to look up and see all four of the teams from our district making runs in the playoffs. You look at London, Hebronville, San Diego, they all have teams that can get on a run." The Lady Lions will face Odem in a best-of-3 series beginning with a double header

in Robstown. The first game will be held at 5 p.m., with Game Two set for 30 minutes after the first game ends. Game Three, if necessary, will be held Saturday at 2 p.m. "Odem has a good team and we will definitely not be looking past them," De los Santos said. De los Santos said the Lady Lions, who finished as Class 3A runner-up last year, set an initial goal to win district. Up next is the second part: getting back to Austin and winning it all this time. Teams in SGA's region who the Lady Lions could meet if they continue to advance include Hallettsville and Jourdanton, squads they defeated

last season in the playoffs. "As a team, our girls aren't looking past anyone," De los Santos said. "But my job as coach is to do some advanced scouting and have us prepared for any potential opponents." SGA fields a deep and talented roster of batters. They are also led by a trio of sophomore pitchers, each with the ability to shut down opponents. D'Andrea Fernandez headlines the group, after pitching most of the post-season games a year ago. However, Lexi Ruiz and Nathalie Escobedo have also proven their mettle in the first 33 games this season as well.

Driscoll ISD

Accepting Transfer Applications

Driscoll ISD is now accepting
K - 8th STUDENT TRANSFER APPLICATIONS
for the **2024 - 2025 SCHOOL YEAR**

Driscoll Independent School District, home of Driscoll Elementary and Middle School, a PK - 8th grade is now accepting transfer students in Kindergarten - 8th grades for the 2024-2025 school year. Students accepted for transfer will be on a **TUITION FREE** basis.

Space is limited! APPLY TODAY.

and your child(ren) will have exceptional teachers, one-to-one instructional technology, a state-of-the-art facility, and a challenging curriculum all in the comforts of a small class size environment. DISD offers a variety of extracurricular opportunities including Afterschool Clubs for all ages & Middle School cross-country, football, volleyball, basketball, track, baseball, softball and UIL Academics, enhance the overall academic program.

Applications may be picked up at the campus office or downloaded from the district website at www.driscollisd.us. Please contact the campus principal, Ms. Lynn Landeaberger (llandeaberger@driscollisd.us) at 347-7349 ext. 8106 or the school Superintendent, Dr. Cynthia M. Garcia (cgarcia@driscollisd.us) at ext. 8009 for more information.

Driscoll ISD

PUBLIC NOTICE

The City Commission will meet on Monday May 13, 2024, 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:

219 E RICHARD
223 E RICHARD
227 E RICHARD
301 E RICHARD
404 W RICHARD
529 E JOHNSTON
608 E MESQUITE
614 W AVE F
721 ALEXANDER

If you are the property owner, holder of mortgage(s), or anyone having a substantial interest in any of 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 the agenda, please contact the Building Department at (361) 595-8019 or (361)



CITY OF KINGSVILLE

P.O. BOX 1458
KINGSVILLE, TX 78364

REPORT ADDRESS 721 ALEXANDER		INITIATED BY Kphillips	BUILDING OFFICIAL
LEGAL DESCRIPTION SOUTHMORE AC	BLOCK 65, 66	LOT W/2 67	
OWNER NAME CONSULTING DIRECT INC	OWNER'S ADDRESS 1455 SARDINE CREEK RD	CITY/STATE/ZIP GOLD HILL, OR 97525	

PROPERTY CONDITION REPORT

PICTURES TAKEN:	Y OR N	ACCEPTABLE			REASON CODE	COMMENT CODES
	Y	YES	NO	N/A		
Building			X		B, C, D, H, I, L, MI, NR	1, 2, 4, 5
Condition						
Yard		X				
Condition						
Utilities						
Electric			X			
Gas			X			
Water			X			
Roof						
Covering			X			
Walls						
Exterior			X		B, C, D, H, I, L, MI, NR	1, 2, 4
Interior			X			
Ceilings			X			
Windows/Doors						
Secured			X		B, C, D, H, I, MI, NR	1, 2, 4
Condition			X			
Foundation						
Exterior			X		NR	
Interior			X			
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 NUCIANCE TO CHILDREN
 2. A HARBOR FOR VAGRANTS, CRIMINAL AND IMMORAL PEOPLE
 3. EVIDENCE OF ROACH, RAT, MOUSE, OR OTHER VERMIN FOUND
 4. PARTIAL
 5. UNCOVERED ROOF
 6. GRAFFITI

BUILDING OFFICIAL COMMENTS:
 House has had a fire and the rear part of structure is exposed. Wall on west side is slightly leaning and the roof is bad.

HAS BEEN WITHOUT WATER SINCE ACTIVE AND ELECTRICAL SINCE 2015 AND METER REMOVED 2018

SIGNATURE: *Gemm* DATE: 08/14/23
 CITY OF KINGSVILLE BUILDING OFFICIAL

CONDEMNATION CHECKLIST

Property Address: 721 Alexander
 Property Owner: Consulting Direct INC
 Owner's Address: 1455 Sardine Creek Rd
Hold Hill OR 97525

Phone: _____
 Phone: _____
 Fax: _____

PLANNED DATE	ACTUAL DATE	ACTION
<input type="checkbox"/> <u>6-27-2023</u>	<u>6-27-2023</u>	1. Identify structure unfit for human habitation.
<input type="checkbox"/> <u>7-31-2023</u>	<u>7-31-2023</u>	2. Inspect Property. (Building Official) <input type="checkbox"/> a. Prepare inspection report and date. <input type="checkbox"/> b. Photograph property with date stamp.
<input type="checkbox"/> <u>8-14-2023</u>	<u>8-14-2023</u>	3. Determine ownership from county assessment & tax collection record.
<input type="checkbox"/> <u>8-14-2023</u>	<u>8-14-2023</u>	4. Obtain legal description.
<input type="checkbox"/> <u>8-14-2023</u>	<u>8-14-2023</u>	5. Obtain or complete title report to verify ownership & other vested interests, such as mortgage holders, trustees, etc.
<input type="checkbox"/> <u>8-15-2023</u>	<u>8-15-2023</u>	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.
<input type="checkbox"/> _____	_____	7. 2 nd Notice Sent. (10 day response) (Optional)
<input type="checkbox"/> _____	_____	8. If response is not received or is not adequate, proceed as follows:
<input type="checkbox"/> <u>3-4-24</u>	<u>3-4-24</u>	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.
<input type="checkbox"/> <u>3-12-24</u>	<u>3-12-24</u>	<input type="checkbox"/> a. Owner unknown or whereabouts not known or such owner is a nonresident of Texas. 1) Post affidavit in newspaper twice a week for one week
<input type="checkbox"/> <u>3-12-24</u>	<u>3-12-24</u>	10. Post sign on property advising date the City

3-12-2024 3-12-2024

3-12-2024 3-12-2024

Council will consider condemnation of structure.

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

12. Photograph posted sign with date stamp.

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.

PROPERTY 12384 R
 Description
 HIMORE AC, LOT 65, 66, W/2 67

OWNER ID 70782
 OWNERSHIP 100.00%

CONSULTING DIRECT INC
 1455 SARDINE CREEK RD
 GOLD HILL, OR 97525

Ref ID: R12384
 Map ID A3

ACRES: 0
 EFF. ACRES: 0

IMPROVEMENTS 0
 LAND MARKET + 30,380
 MARKET VALUE = 30,380
 PRODUCTIVITY LOSS - 0
 APPRAISED VALUE = 30,380
 HS CAP LOSS - 0
 ASSESSED VALUE = 30,380

10096500192
 721 ALEXANDER

GENERAL

LAST APPR. IE/IAM/TM
 LAST APPR. YR 2023
 LAST INSP. DATE 07/31/2023
 NEXT INSP. DATE

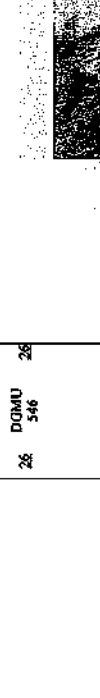
FOR 2023 NC PER IE/IAM/TM 7/31/23 MMG --
 FOR 2020 PROCESS ACCT VIA SCHEDULES
 PER AYG 4/27/20 5/1/20 JO -- FOR 2019 REMOVE
 NBHD PER IE/TF 9/18/18 JO -- FOR '16 UPDATE

BUILDING PERMITS
 PERMIT TYPE PERMIT AREA ST PERMIT VAL
 DEMO 0 A 0
 REM 0 A 80,000

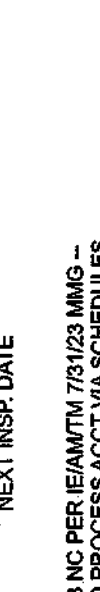
GRANTOR DEED INFO
 NAVARRO RICHARD GWD/W/L 332594
 ARCHERD KATHRYN/AFF 7469 / 212
 FAGAN LANETTE/A WDV/L 7469 / 216

D: S700 100.00% NBHD:
 MTHD CLASS/SUBCL AREA UNIT PRICE/UNITS BUILT EFF YR COND. VALUE DEPR PHYS ECON FUNC COMP ADJ ADJ VALUE

SKETCH for Improvement #1 (RESIDENTIAL)



PICTURE



IMPROVEMENT INFORMATION

HEATING/COOLING	FOUNDATION	EXTERIOR WALL	INTERIOR FINISH	ROOF STYLE	FLOORING	PLUMBING
1	1	1	1	1	1	1
CM5	FD1	EW5	IN4	RT2	FL7	2
14,791	0	0	0	0	0	14,791

LAND INFORMATION

DIMENSIONS	UNIT PRICE	GROSS VALUE	IRR	WELLS	CAPACITY	IRR ACRES	OIL WELLS
168.75X322.5	180.00	30,380	1.00	1.00	A	0	0
30,380	NO	30,380	NO	0	0	0	0
-30,380							

AG CLASS AG TABLE AG UNIT PRC AG VALUE

AG CLASS	AG TABLE	AG UNIT PRC	AG VALUE
0.00			0

2023 PRELIMINARY ROLL
CKI - CITY OF KINGSVILLE

Geo ID Order

07/31/2023 20:30PM

Table with columns: Prop ID, Owner, % Legal Description, Values. Row 1: 15525, OHLENBUSCH HERMAN H, 100.00 R Geo: 170000006100192, Effective Acres: 0.000000, Imp HS: 191,310, Market: 239,910.

Summary row for Prop ID 15525: Entity CKI, Description CITY OF KINGSVILLE, Xref Id, Freeze: (Year) Ceiling, Assessed 228,569, Exemptions 8,400, Taxable 220,169, Tax Rate 0.825000, Est. Tax 1,816.39.

Table with columns: Prop ID, Owner, % Legal Description, Values. Row 2: 12384, CONSULTING DIRECT INC, 100.00 R Geo: 170000006500192, Effective Acres: 0.000000, Imp HS: 0, Market: 30,380.

Summary row for Prop ID 12384: Entity CKI, Description CITY OF KINGSVILLE, Xref Id, Freeze: (Year) Ceiling, Assessed 30,380, Exemptions 0, Taxable 30,380, Tax Rate 0.825000, Est. Tax 250.64.

Table with columns: Prop ID, Owner, % Legal Description, Values. Row 3: 10823, TREVINO SARA S, 100.00 R Geo: 170000006700192, Effective Acres: 0.000000, Imp HS: 167,730, Market: 198,110.

Summary row for Prop ID 10823: Entity CKI, Description CITY OF KINGSVILLE, Xref Id, Freeze: (Year) Ceiling, Assessed 191,015, Exemptions 0, Taxable 191,015, Tax Rate 0.825000, Est. Tax 1,575.87.

Table with columns: Prop ID, Owner, % Legal Description, Values. Row 4: 24639, LAHMON JESSE LEE, 100.00 R Geo: 170000007000192, Effective Acres: 0.000000, Imp HS: 209,550, Market: 239,010.

Summary row for Prop ID 24639: Entity CKI, Description CITY OF KINGSVILLE, Xref Id, Freeze: (Year) Ceiling, Assessed 239,010, Exemptions 0, Taxable 239,010, Tax Rate 0.825000, Est. Tax 1,971.83.

Table with columns: Prop ID, Owner, % Legal Description, Values. Row 5: 25250, AHANGAR REZA, 100.00 R Geo: 170000007001192, Effective Acres: 0.000000, Imp HS: 272,970, Market: 299,350.

Summary row for Prop ID 25250: Entity CKI, Description CITY OF KINGSVILLE, Xref Id, Freeze: (Year) Ceiling, Assessed 227,194, Exemptions 8,400, Taxable 218,794, Tax Rate 0.825000, Est. Tax 1,805.05.

Table with columns: Prop ID, Owner, % Legal Description, Values. Row 6: 25877, HAYES ROBERT M JR, 100.00 R Geo: 170000007002192, Effective Acres: 0.000000, Imp HS: 197,930, Market: 224,930.

Summary row for Prop ID 25877: Entity CKI, Description CITY OF KINGSVILLE, Xref Id, Freeze: (Year) Ceiling, Assessed 181,876, Exemptions 8,400, Taxable 173,276, Tax Rate 0.825000, Est. Tax 1,429.53.

Table with columns: Prop ID, Owner, % Legal Description, Values. Row 7: 10437, ANDAYA ALFREDO R JR, 100.00 R Geo: 170000007003192, Effective Acres: 0.000000, Imp HS: 316,240, Market: 344,140.

Summary row for Prop ID 10437: Entity CKI, Description CITY OF KINGSVILLE, Xref Id, Freeze: (Year) Ceiling, Assessed 305,855, Exemptions 8,400, Taxable 297,455, Tax Rate 0.825000, Est. Tax 2,454.00.

2022 TAX STATEMENT



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

Certified Owner:
CONSULTING DIRECT INC
1455 SARDINE CREEK RD
GOLD HILL, OR 97525

Legal Description:
SOUTHMORE AC, LOT 65, 66, W/2 67

Account No: 17000006500192

Appr. Dist. No.: 12384

Legal Acres: 1.2494

As of Date: 08/10/2023

Cause No: 19416D

Parcel Address: 721 ALEXANDER

Print Date: 08/10/2023 Print By: JLARA

Market Value		Appraised Value	Assessed Value	Capped Value	Homesite Value	Agricultural Market Value	Non-Qualifying Value
Land	Improvement						
\$30,380	\$0	\$30,380	\$30,380	\$0	\$0	\$0	\$30,380

Taxing Unit	Assessed Value (100%)	Exemptions		Taxable Value	Tax Rate	Tax
		Code	Amount			
KLEBERG COUNTY <i>SALES TAX SAVINGS IS \$42.40</i>	\$30,380		\$0.00	\$30,380	0.7718700	\$234.49
CITY OF KINGSVILLE <i>SALES TAX SAVINGS IS \$56.47</i>	\$30,380		\$0.00	\$30,380	0.8250000	\$250.64
KINGSVILLE ISD	\$30,380		\$0.00	\$30,380	1.5189000	\$461.44
SOUTH TX WATER AUTH	\$30,380		\$0.00	\$30,380	0.0784890	\$23.84

Total Tax: \$970.41
Total Tax Paid to date: \$970.41
Total Tax Remaining: \$0.00

Exemptions:

AMOUNT DUE IF PAID BY:

08/31/2023 19%	10/02/2023 20%	10/31/2023 21%	11/30/2023 22%	01/01/2024 23%	01/31/2024 24%
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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.

School Information: KINGSVILLE ISD 2022 M&O .99980000 I&S .51910000 Total 1.5189000 2021 M&O 1.0265000 I&S .49240000 Total 1.5189000
--

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

4.1.74 ✂

Print Date: 08/10/2023

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

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



17000006500192
CONSULTING DIRECT INC
1455 SARDINE CREEK RD
GOLD HILL, OR 97525

AMOUNT PAID:
\$ _____

DELINQUENT TAX STATEMENT SUMMARY



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

Certified Owner:

**CONSULTING DIRECT INC
1455 SARDINE CREEK RD
GOLD HILL, OR 97525**

Legal Description:

SOUTHMORE AC, LOT 65, 66, W/2 67

Account No: 17000006500192

**2023 Value: \$30,380
Appr. Dist. No.: 12384**

**Legal Acres: 1.2494
Parcel Address: 721 ALEXANDER**

As of Date: 02/20/2024 Cause No: 19416D

Print Date: 02/20/2024 Printed By: JLARA

Year	Tax Units	Remaining Levy	IF PAID BY February 29, 2024		IF PAID BY April 1, 2024		IF PAID BY April 30, 2024	
			Penalty Interest	Total	Penalty Interest	Total	Penalty Interest	Total
2023	137 900 901 905	\$915.24	\$64.06	\$979.30	\$82.36	\$997.60	\$100.67	\$1,015.91
TOTAL AMOUNT DUE:				\$979.30		\$997.60		\$1,015.91

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 THE KLEBERG COUNTY TAX OFFICE REGARDING A RIGHT YOU MAY HAVE TO ENTER INTO AN INSTALLMENT AGREEMENT DIRECTLY WITH THE TAX COLLECTOR FOR THE KLEBERG COUNTY TAX OFFICE 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



Print Date: 02/20/2024

Appr. Dist. No.: 12384

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**



17000006500192

**CONSULTING DIRECT INC
1455 SARDINE CREEK RD
GOLD HILL, OR 97525**

If Paid By	Amount Due
February 29, 2024	\$979.30
April 1, 2024	\$997.60
April 30, 2024	\$1,015.91
Amount Paid:	\$ _____

Property Details

Account 12384 **Geographic ID:** 170000006500192

Property ID: 12384 **Type:** Real **Zoning:**

Property Use:

Location

Situs Address: 721 ALEXANDER

Map ID: A3 **Mapsc0:**

Legal Description: SOUTHMORE AC, LOT 65, 66, W/2 67

Abstract/Subdivision: S700 - SOUTHMORE AC

Neighborhood:

Owner

Owner ID: 70782

Name: CONSULTING DIRECT INC

Agent:

Mailing Address: 1455 SARDINE CREEK RD
GOLD HILL, OR 97525

% Ownership: 100.0%

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values

70782
 OWNERSHIP
 100.00%

1455 SARDINE CREEK RD
 GOLD HILL, OR 97525

Ref ID: R12384
 Map ID - A3

1000006500192

US 721 ALEXANDER

APPR VAL METHOD: Cost

ACRES:
 EFF. ACRES:

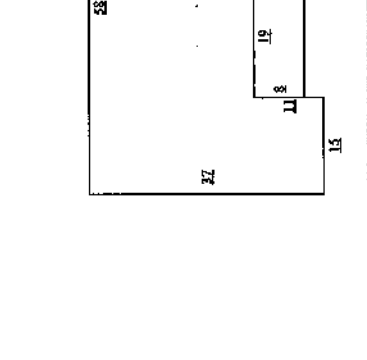
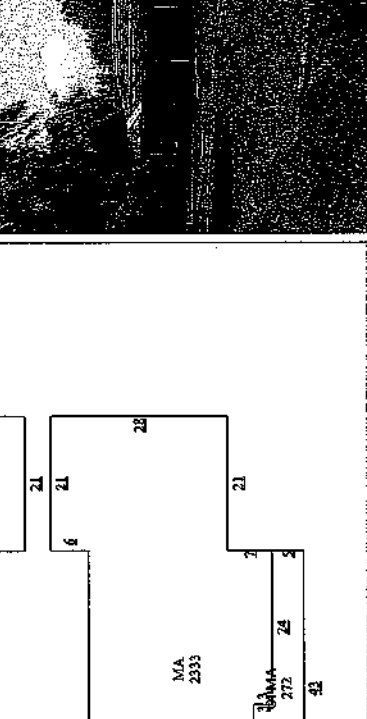
LAND MARKET + 30,380
 MARKET VALUE = 30,380
 PRODUCTIVITY LOSS - 0
 APPRAISED VALUE = 30,380
 HS CAP LOSS - 0
 ASSESSED VALUE = 30,380

EXEMPTIONS

GENERAL
 LAST APPR. IE/AM/TM
 LAST APPR. YR 2023
 LAST INSP. DATE 07/31/2023
 NEXT INSP. DATE
 FOR 2023 NC PER IE/AM/TM 7/31/23 MM/G --
 FOR 2020 PROCESS ACCT VIA SCHEDULES
 PER AVG 4/27/20 5/1/20 JO -- FOR 2019 REMOVE
 NBHD PER IE/TF 9/18/18 JO -- FOR '18 UPDATE

BUILDING PERMITS
 SUE DT PERMIT TYPE PERMIT AREA ST PERMIT VAL
 125/2015 DEMO 0 A 80,000
 106/2012 REM 0 A

LE/DT PRICE GRANTOR DEED INFO
 105/2022 ***** NAVARRO RICHARD GWDWVL 332594
 101/2012 ***** ARCHERD KATHRYN AFF / 469 / 212
 101/2012 ***** FAGAN LANETTE A WDWL / 469 / 216



IMPROVEMENT INFORMATION

BUILT	EFF.YR	COND. VALUE	DEPR	PHYS	ECON	FUNC	COMP	ADJ VALUE
1960	1963	0.01%	100%	100%	100%	100%	100%	0.00
1960	1963	20%	0.01%	100%	100%	100%	100%	0.00
1960	1963	20%	0.01%	100%	100%	100%	100%	0.00

Homesite: N (Fict Values) 0

IMPROVEMENT FEATURES

Feature	Count	Value
Heating/Cooling	1	14,791
Foundation	1	0
Exterior Wall	1	0
Interior Finish	1	0
Roof Style	1	0
Flooring	1	0
Plumbing	1	0

LAND INFORMATION

Unit Price	Gross Value	Adj Mass Adj Val	SRC	Capacity	IRR Wells	Oil Wells
180.00	30,380	1.00	A	1.00	0	0

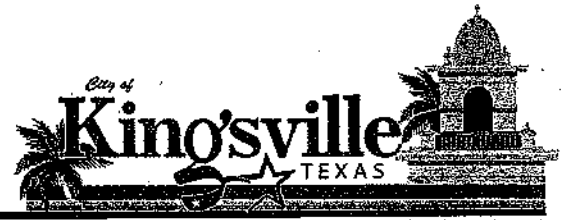
MKT VAL 30,380
 AG APPLY NO
 AG CLASS NO
 AG TABLE NO
 AG UNIT PRC 0.00
 AG VALUE 0

JBD: S700

CLS	NBHD	TABLE	SC	HS	METH	DIMENSIONS	UNIT PRICE	GROSS VALUE	IRR Wells	Capacity	Oil Wells
FF	FF180D320	A1	N	N	FF	168.75X322.5	180.00	30,380	1.00	1.00	A

ment: F: 168.75 R: 168.75 D: 322.50 FF

CITY OF KINGSVILLE



P. O. BOX 1458 - KINGSVILLE, TEXAS 78364

AUGUST 15, 2023

CONSULTING DIRECT INC
1455 SARDINE CREEK RD
GOLD HILL, OR, 97525

Re: SOUTHMORE AC, LOT 65, 66, W/2 67 721 ALEXANDER KINGSVILLE, TX

Dear Sir or Madam:

It has been determined that the structure at **721 Alexander 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 King'sville'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.

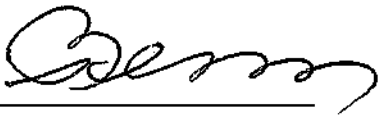
WE MUST RECEIVE WRITTEN RESPONSE FROM YOU WITHIN TEN (10) DAYS FROM THIS NOTICE INDICATING THE ACTION YOU INTEND TO TAKE WITHIN THE NEXT THIRTY (30) DAYS TO CORRECT SUBSTANDARD CONDITIONS.

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,



Belinda Tarver
Building Official



BUILDING DEPARTMENT

City of Kingsville
Phone: 361-595-8019

CERTIFIED MAIL – RETURN RECEIPT #7021 0950 0000 4793 9125

MARCH 4, 2024

CONSULTING DIRECT INC
1455 SARDINE CREEK RD
GOLD HILL, OR 97525

Re: **HEARING FOR PROPERTY AT 721 ALEXANDER KINGSVILLE TX**

Dear Sir or Madam:

On AUGUST 15, 2023, a letter was sent from the City of Kingsville stating that your property located at **721 ALEXANDER** 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, MAY 13, 2024, 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 **MAY 13, 2024.**

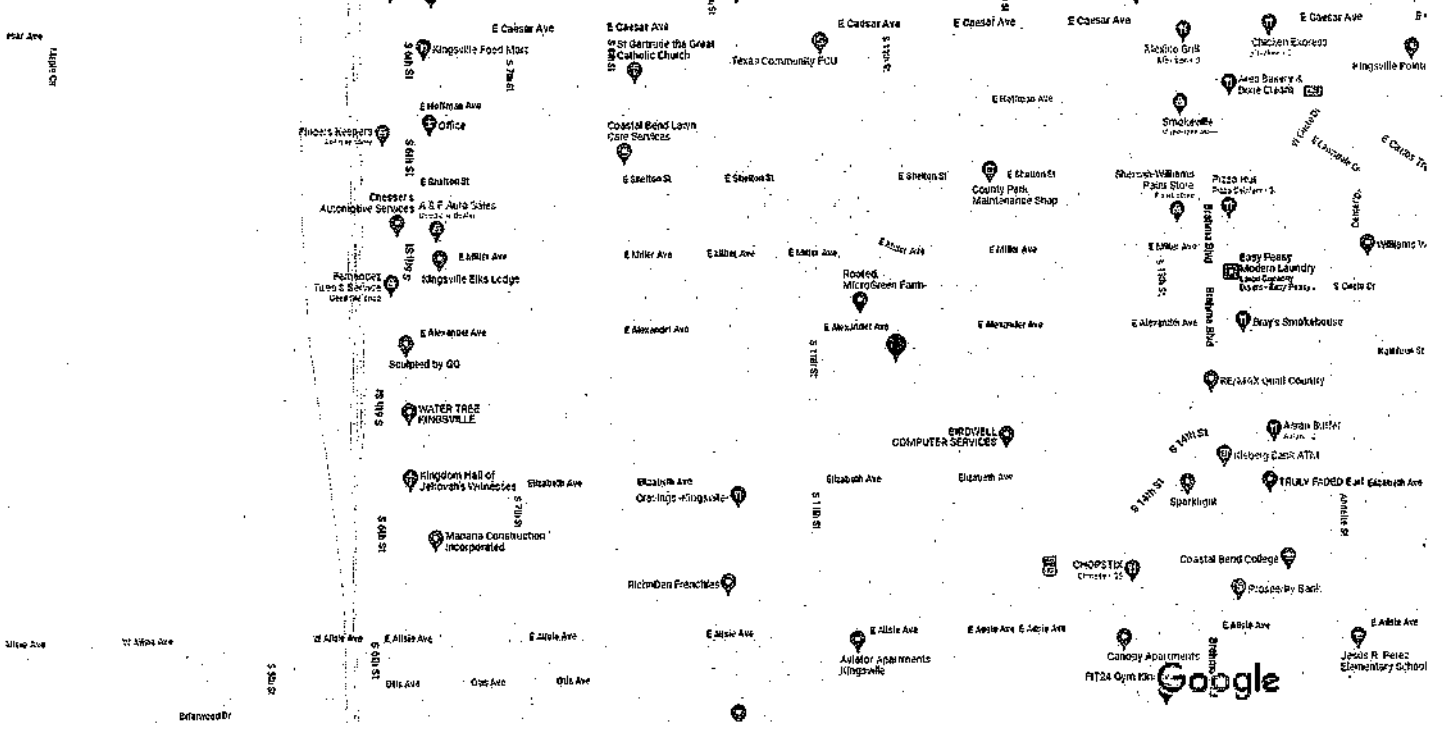
The hearing will take place at the Helen Kleberg Groves Community Room located on the first floor of City Hall, 400 West King, Kingsville, Texas, during a regularly scheduled meeting of the City Commission.

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,

Belinda Tarver
Building Official

Google Maps 721 E Alexander Ave



Map data ©2023 Google 200 ft



721 E Alexander Ave

Building



Directions



Save



Nearby



Send to phone



Share

721 E Alexander Ave, Kingsville, TX 78363

PUBLIC NOTICE

The City Commission will meet on Monday May 13, 2024, 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:

219 E RICHARD
223 E RICHARD
227 E RICHARD
301 E RICHARD
404 W RICHARD
529 E JOHNSTON
608 E MESQUITE
614 W AVE F
721 ALEXANDER

If you are the property owner, holder of mortgage(s), or anyone having a substantial interest in any of 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.

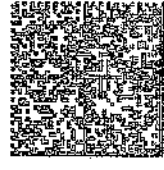
If you have any questions about the items on the agenda, please contact the Building Department at (361) 595-8019 or (361) 595-8020.



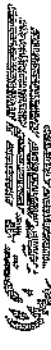
7021 0750 0000 4787 8585

LE, TEXAS 78364

FIRST-CLASS



US POSTAGE



IMPITNEY BOWES
ZIP 78363 \$ 003.53
02 74
0006055151 AUG 17 2023

*Consulting Direct, Inc
187
9/1-10
9/1-10
Miss Sardinia Creek Rd
Miss Sardinia Creek Rd
97525*

MIAMI 971 CE 1 0105/11/23

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

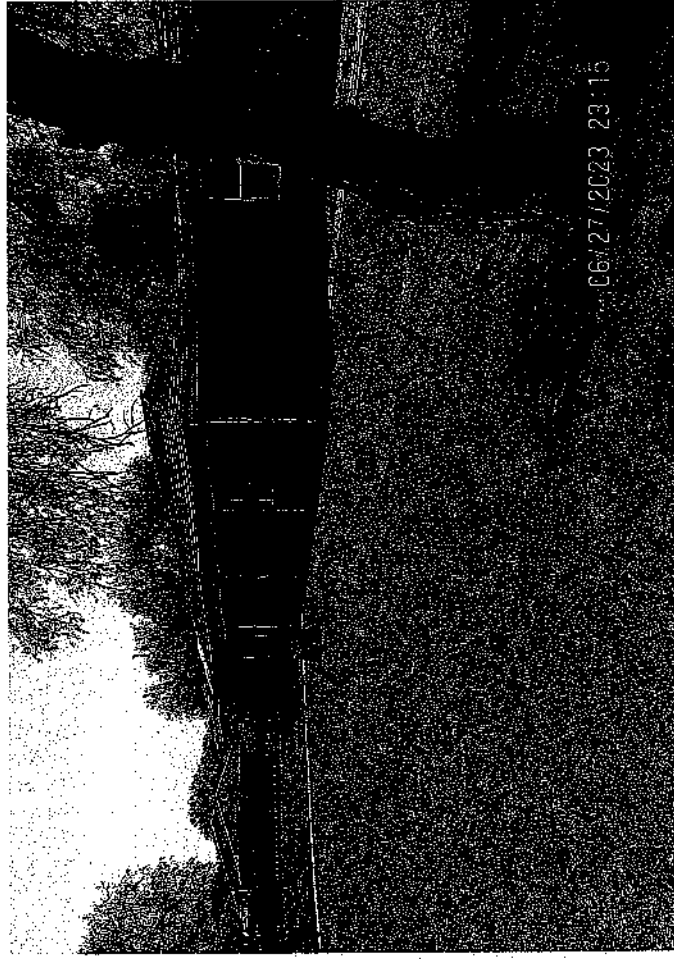
BC 78364

97525

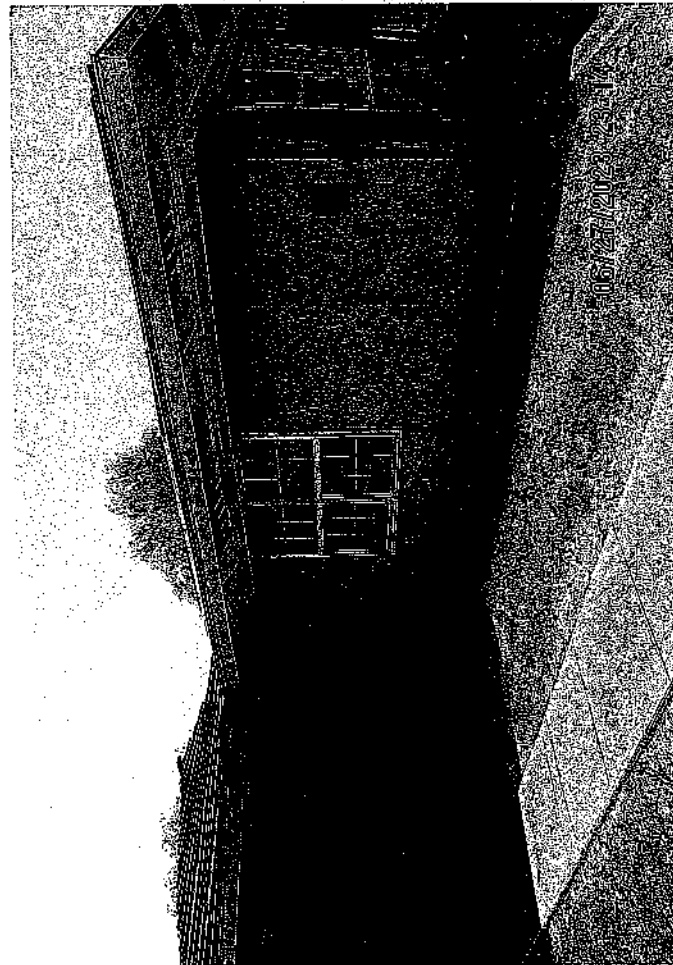
2310-11173-13-02



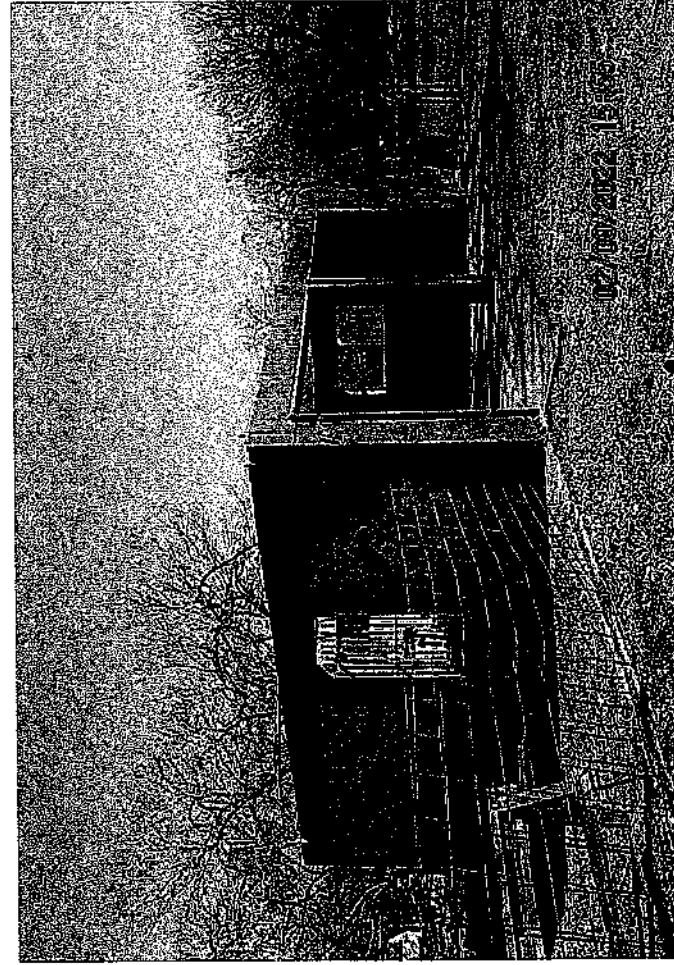
07/31/2023 22:53



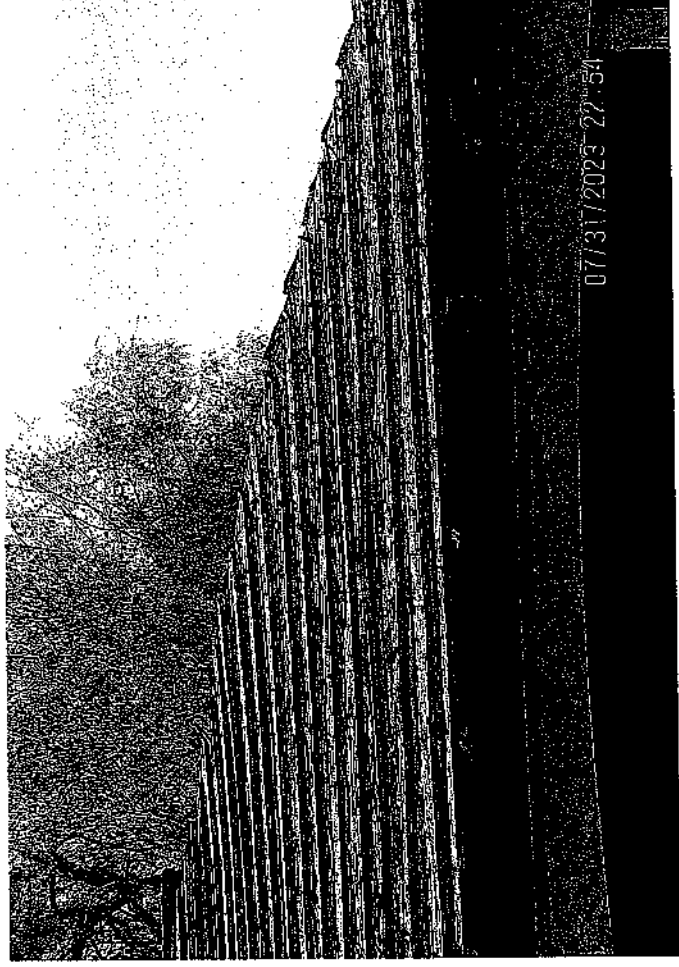
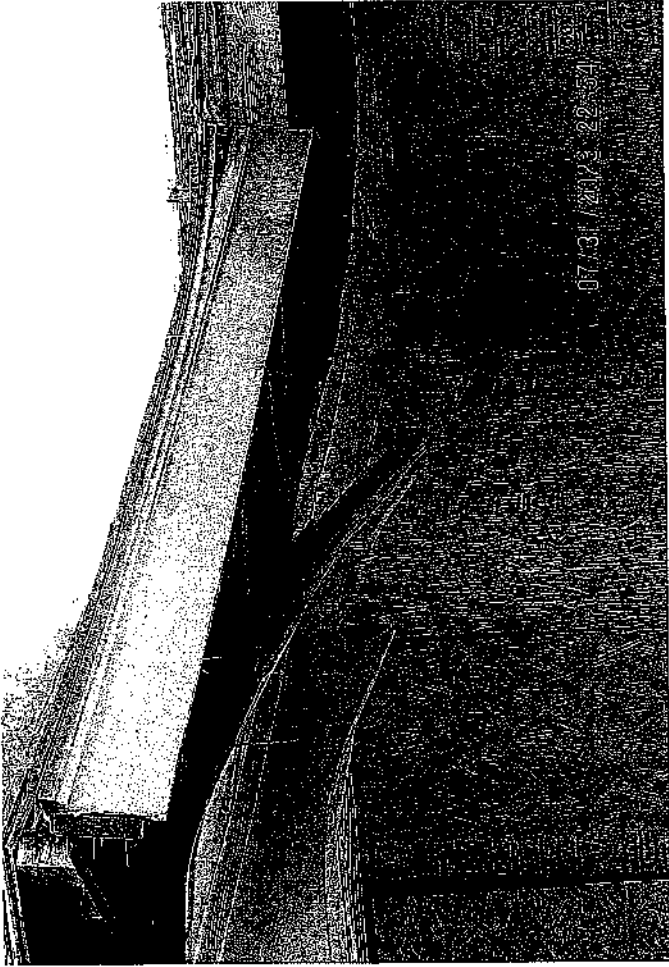
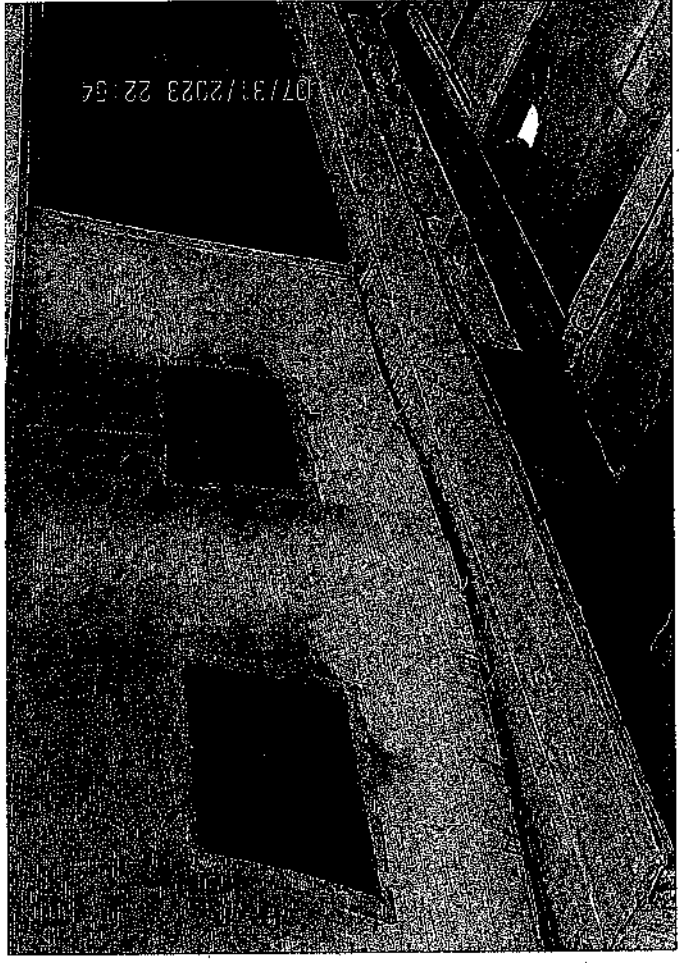
06/27/2023 23:15



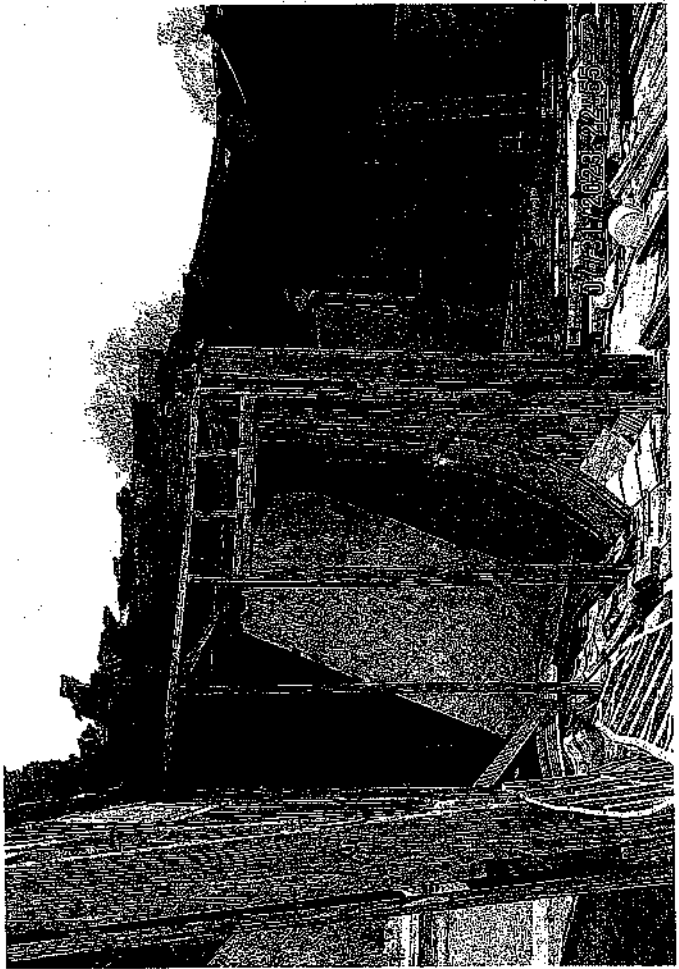
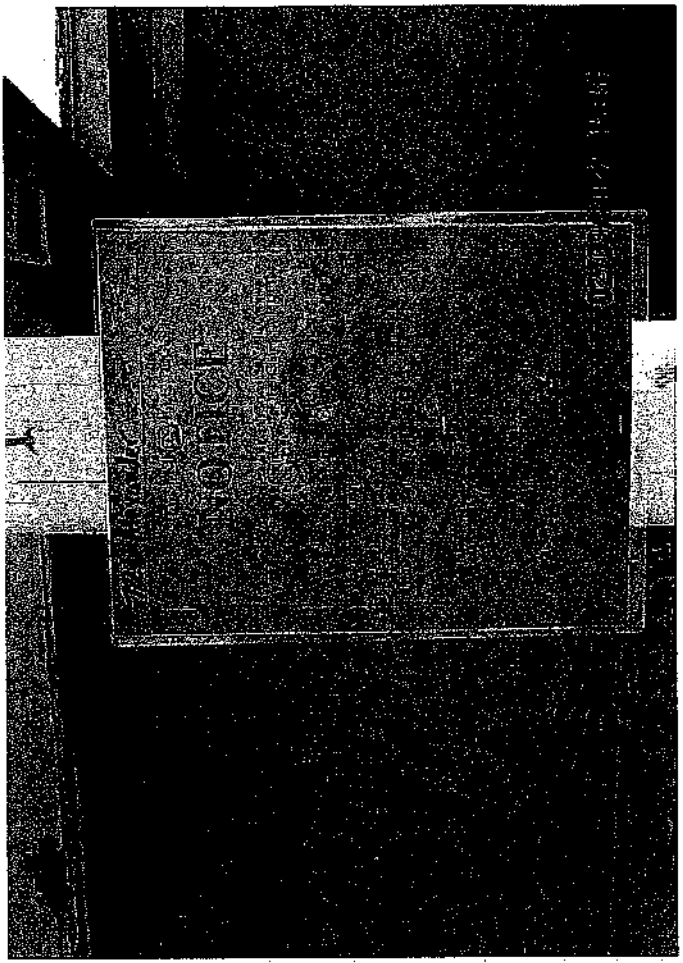
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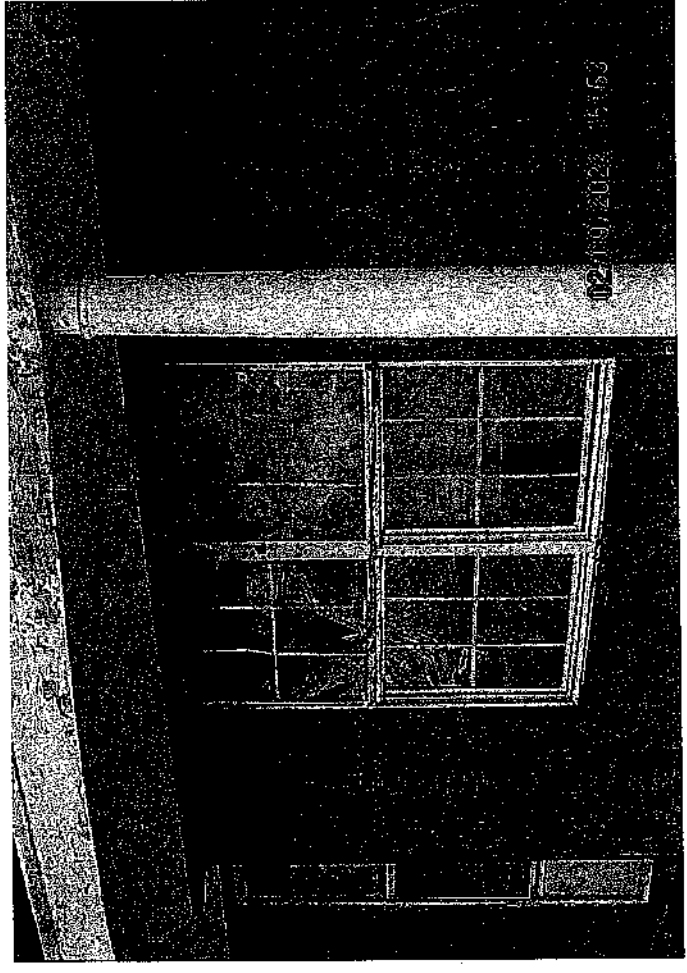
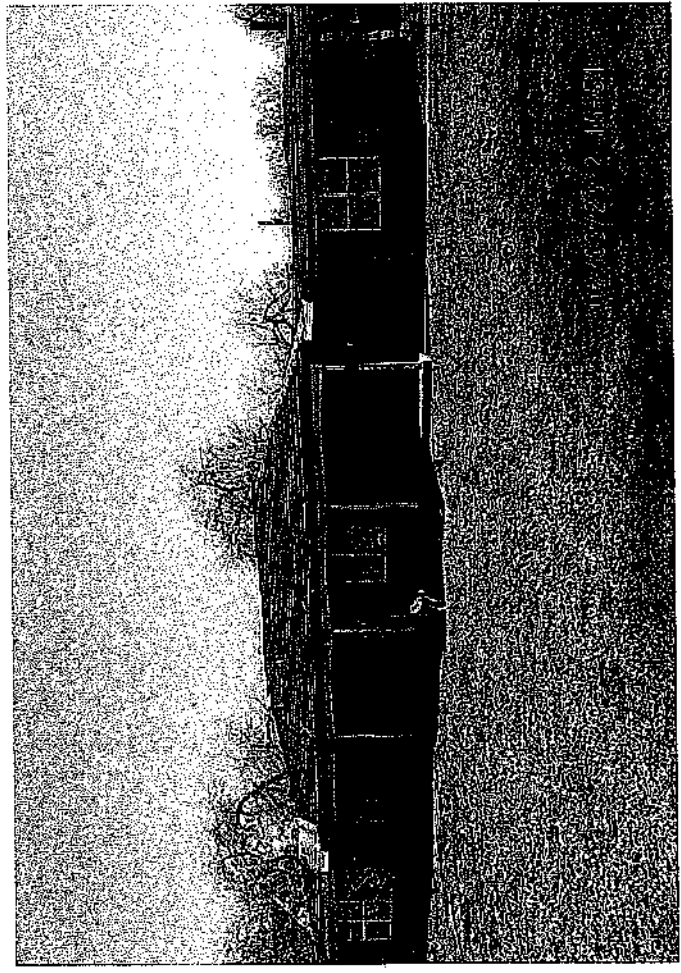
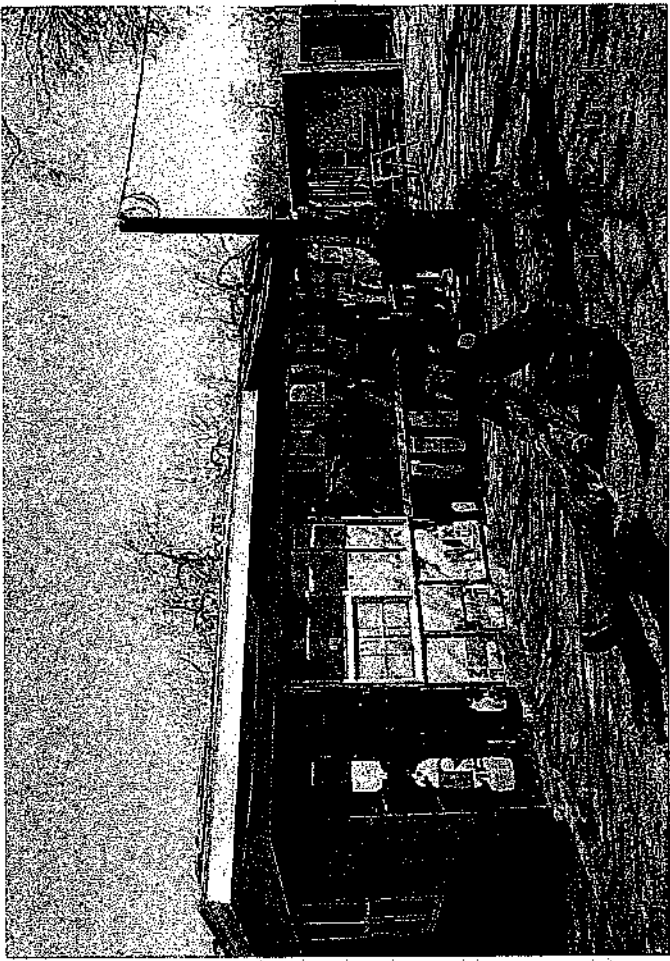


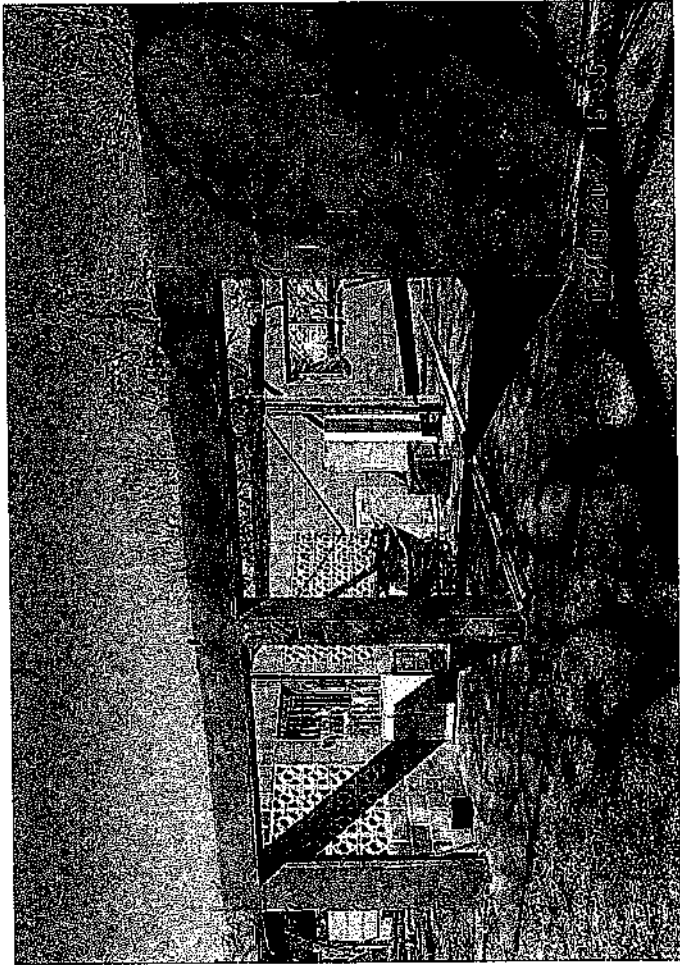
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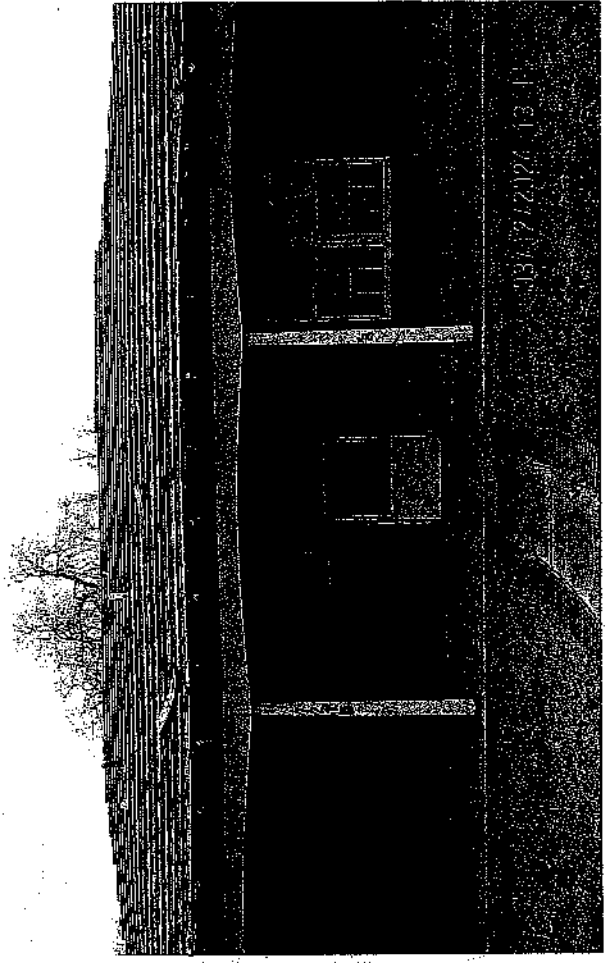
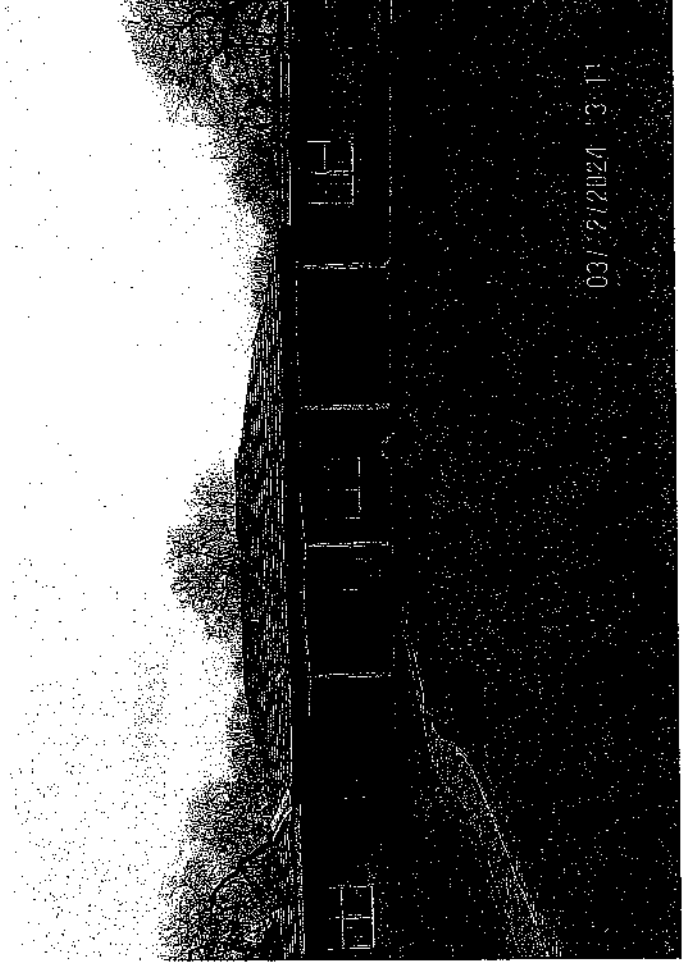
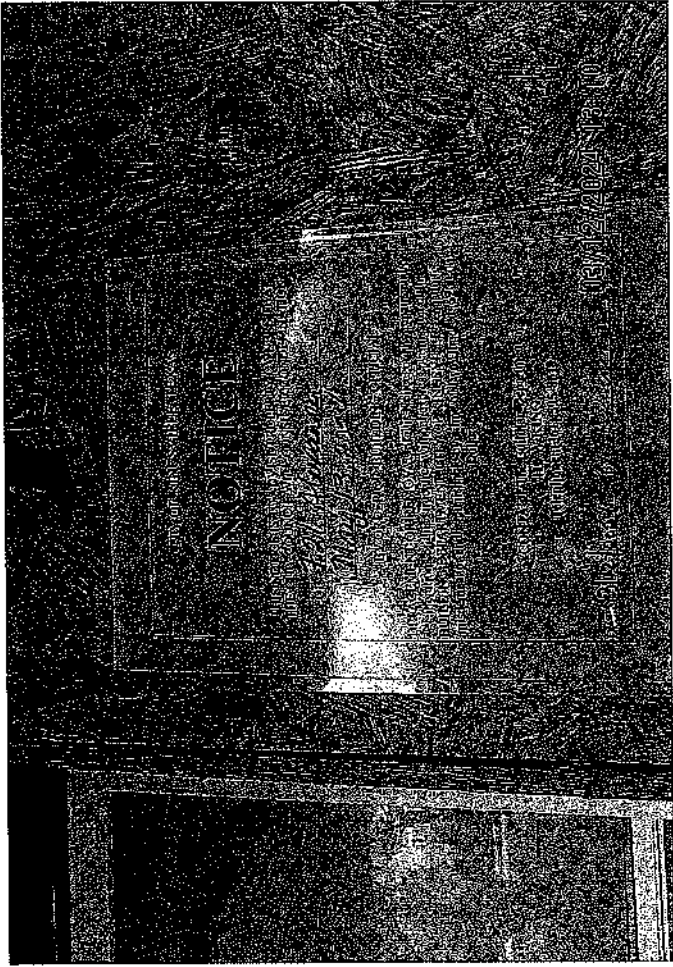








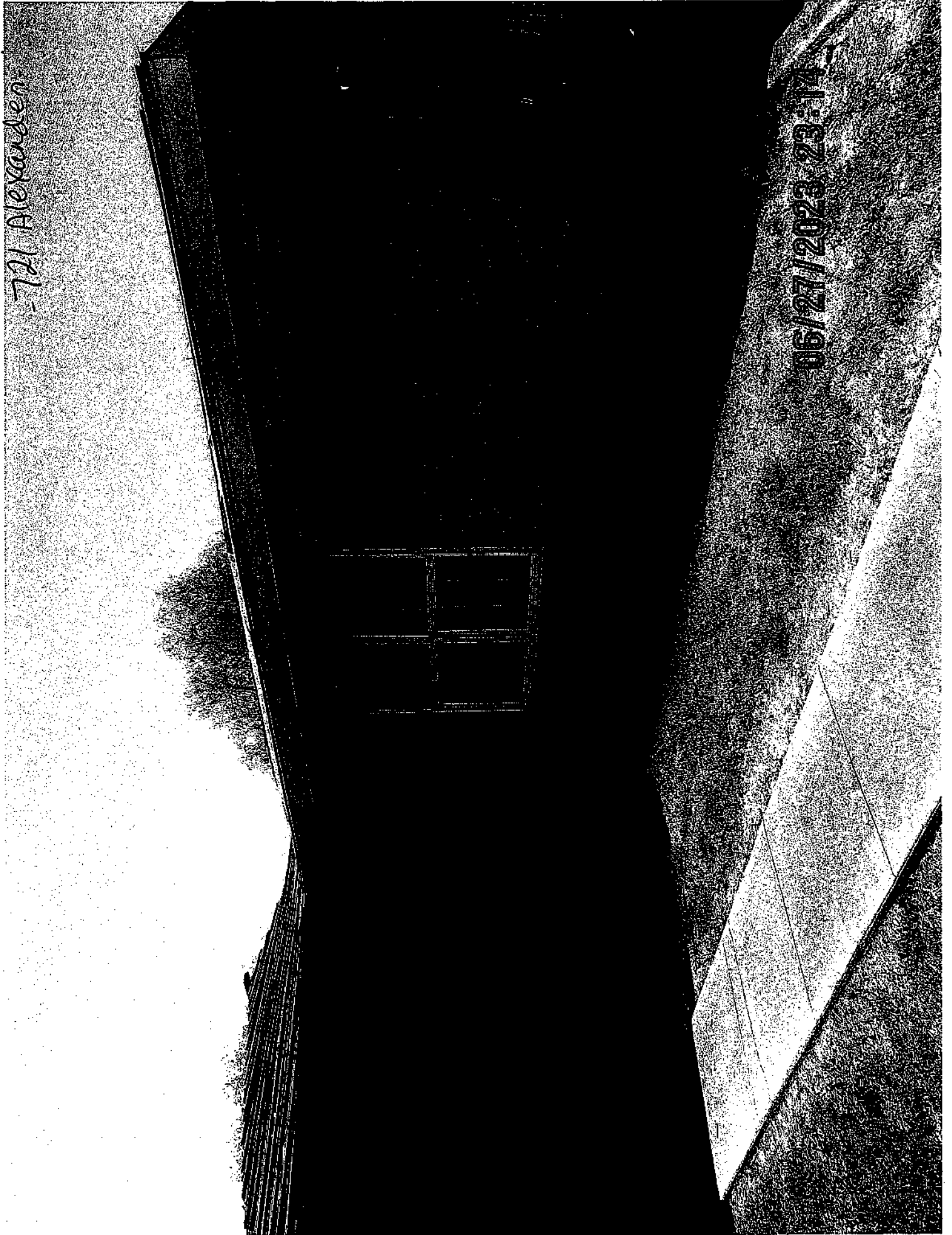






721 Alexander

06/27/2023 23:14



PUBLIC HEARING #5

Planning and Development Services
410 W King
Kingsville, TX 78363
PH: 361-595-8055



MEMO

Date: April 25th, 2024

To: Mark McLaughlin (City Manager)

From: Erik Spitzer (Director of Planning and Development Services)

Subject: **The City of Kingsville Planning and Development Services Department is seeking approval from the City Commissioners and Mayor to demolish 8 existing residences that have been determined to be in a “condemned” status by the Building Official**

Summary: The Department of Planning and Development Services has identified eight (8) properties that exist in a condemned status and seeks City Commission’s approval for their subsequent demolition on 13 May 2024. Required Public Notice of such desire was completed on 11 April 2024 and 25 April 2024.

Background: The City of Kingsville Code of Ordinances defines the building condemnation process in Section 15-1-165: “Condemned Building or structure; specifications.” The Planning and Development Services Department completed detailed inspections that revealed the unsafe and dilapidated state of the identified eight properties listed below; consequently, these buildings have been declared uninhabitable. In addition, those properties residing in the Historic District were approved for demolition by the Historical Development Board on 20 March 2024. The relevant owners have been duly notified and nothing has been accomplished to improve or remove the dilapidated structures.

Financial Impact: Cost of demolition incurred will be billed to owners.

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

1. 721 Alexander Ave
- 2. 608 E Mesquite Ave
3. 614 W Ave F
4. 219 E Richard Ave
5. 223 E Richard Ave
6. ~~227 E Richard Ave~~
7. 301 E Richard Ave
8. 529 E Johnston Ave

Erik Spitzer
Director of Planning and Development Services

KISD recognizes top district teachers, students



Pictured are all the KISD staff that worked with the students to succeed in the UIL competition and other competitive needs. (Photos by Gloria Bigger-Cantu)



KISD district teachers were recognized at the March 26 school board meeting. Pictured from left, are Supt. Dr. Cissy Reynolds-Peres, Patricia Mendietta, Elementary School Teacher of the Year, Perez Principal Dr. Esperanza De Leon, Rebecca Perkins, Secondary Teacher of the Year, Gillett Principal Tanya Williams. School board members pictured in the back from left, are Joe Mireles, Martin Chapa, Brian Casfal, Dalma Salinas, James Ghiesing and Joseph Ruiz.



KISD Elementary and Secondary Campus Teachers of the Year were recognized at the March 26 school board meeting. Pictured from left are Susan Eider for HMK High School, HMKHS Principal Dr. Elja Williams, Patricia Mendietta for Perez Elementary School, Perez Principal Dr. Esperanza DeLeon, Yesenia Nieto for Harvey Elementary School, Harvey Principal Delma Yzaguirre, Raul Enrique Castellano for Harvey Elementary School, Analia Farah, Executive Director for Elementary Instruction (representing Harvey Principal Tammie Trevino who was ill) Rebecca Perkins for Gillett Middle School, Gillett Principal Tanya Williams.



HMK High School music students are Texas All State members. Pictured from left are Supt. Dr. Cissy Reynolds-Peres, Emily De Santos, string bass, and Dacari Malone, Bass Clarinet.



HMK High School Jazz Band members received straight superior ratings at the Houston Jazz Festival, the UIL Region Solo and Ensemble and the TAMUK Jazz Festival. Pictured from left are Supt. Dr. Cissy Reynolds-Peres, Isabella Mendez, Randall Medina, Michael Rosales, Juan Cantu, Emily De Santos and Julian Mendez.

U.S. Department of Energy to Hold Tribal-Only Listening Sessions on the Draft Environmental Impact Statement for Activities in Support of Commercial HALEU Production

DOE released a draft Environmental Impact Statement (EIS) evaluating the potential impacts of the Department's proposed action to acquire high-assay low-enriched uranium (HALEU) for commercial nuclear energy use and demonstration projects and to establish domestic commercial HALEU production. DOE is hosting two virtual and one in-person Tribal-only listening sessions to explain the process used to analyze the proposed action and alternatives and seek oral comments and feedback from Tribes on the draft EIS.

Please see below for information on the tribal-only listening sessions. For anyone unable to attend, the virtual sessions will be recorded and made available on the project website.

All attendees must register to attend these tribal-only listening sessions. Please visit <https://www.energy.gov/tribal-environmental-impact-statement> to register.

Tribal-Only Virtual Listening Sessions:

1. Wednesday, April 10, 2024, at 6:00 pm ET via Zoom.
2. Thursday, April 11, 2024, at 9:00 pm ET via Zoom.

In-Person Tribal-Only Listening Session:

1. Tuesday, April 16, 2024, in Chandler, AZ at 5:30 p.m. MST
- Upon registration, you will receive additional logistics and meeting details.

In addition to comments provided during the listening sessions, written comments may be submitted by mail or email now through April 22, 2024.

Written comments received through the mail must be postmarked by April 22, 2024, to ensure consideration.

Comments can be submitted to the following addresses:


Mail:

Mr. James Lovvjoy
DOE EIS Document Manager
U.S. Department of Energy,
Indian Operations Office,
1955 Fremont Avenue, MS 1235,
Idaho Falls, Idaho 83415

E-mail: HALEU-EIS@oia.eonenergy.gov

Tribal comments and feedback will help DOE further refine its analysis, identify new information, and consider additional alternatives in preparation of the final EIS. Responses to comments and any associated revisions will be included in the final EIS.

For more information on the virtual hearings and registration, and to access the draft EIS



KEEP AMERICA BEAUTIFUL GREAT AMERICAN CLEANUP

TRASH-OFF

The City of Kingsville will be hosting a TRASH-OFF
Citizens can dump their Trash for FREE!

Saturday, April 20, 2024 from 8:30 a.m. - 12 p.m.

Weather Permitting
Located at 6th Street & East Ave. B
Two blocks north of Kleberg Elementary School
You must provide proof of residency and utility bill.
No Contractors Allowed! Kingsville Residents Only!

We WILL Accept:

- Appliances (no refrigerators or freezers)
- Brush
- Furniture
- Tires (3 per vehicle)

ONLY standard auto-sizable tires

We WILL NOT Accept:

- Hazardous Waste
- Refrigerators or Freezers
- Cores
- Household Garbage
- Shrock or Roofing Srops

WOLNTEERS NEEDED!

Contact Code Compliance for more information at (361) 695-4033

PUBLIC NOTICE

The City Commission will meet on Monday May 13, 2024, 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:

219 E RICHARD
223 E RICHARD
227 E RICHARD
301 E RICHARD
404 W RICHARD
529 E JOHNSTON
608 E MESQUITE
614 W AVB F
721 ALEXANDER

If you are the property owner, holder of mortgage(s), or anyone having a substantial interest in any of 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 the agenda, please contact the Building Department at (361) 595-8019 or (361)

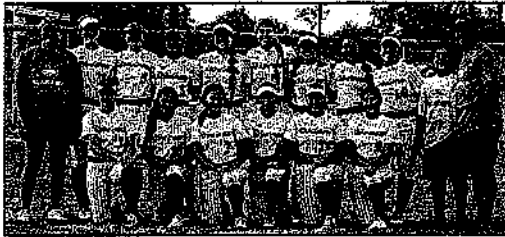
Lady Badgers reach playoffs



The Bishop Lady Badgers will play in the Class 4A softball Bi-District playoffs against Port Isabel. It is a best-of-three series with Game One at 6 p.m. Thursday, April 25 at Port Isabel. Game Two will be at 6 p.m. in Bishop on Friday, April 26. Game Three, if necessary, will be at 3 p.m. Saturday, April 27 with place to be determined. For the Bishop game, all tickets are online only. No outside food or drinks allowed. (Contributed photo)



The Lady Lions captured the District Championship and now turn their sights to the Class 3A playoffs, where they look to return to the State finals once again. (Contributed photo)



The Riviera Lady Seahawks captured the District Championship and now turn their sights to the Class 2A playoffs, where they look to make a deep playoff run. (Contributed photo)

SGA ready for playoffs

By JT Stranner
Editor

The SGA Lady Lions (28-5 10-0) just completed the regular season with an undefeated District title, and now turn their sights to a bigger prize.

"It wasn't easy, but we made it look easy," Head Coach Thomas de los Santos said. "Our district has some tough teams. In fact, I wouldn't be at all surprised to look up and see all four of the teams from our district making runs in the playoffs. You look at London, Hebbronville, San Diego, they all have teams that can get on a run."

The Lady Lions will face Odem in a best-of-three beginning with a double header

in Robstown.

The first game will be held at 5 p.m., with Game Two set for 30 minutes after the first game ends.

Game Three, if necessary, will be held Saturday at 2 p.m. "Odem has a good team and we will definitely not be looking past them," De los Santos said.

De los Santos said the Lady Lions, who finished as Class 3A runner-up last year, set an initial goal to win district.

Up next is the second part getting back to Austin and winning it all this time.

Teams in SGA's region who the Lady Lions could meet if they continue to advance include Hallettsville and Jourdanton, squads they defeated

last season in the playoffs.

"As a team, our girls aren't looking past anyone," De los Santos said. "But my job as coach is to do some advanced scouting and have us prepared for any potential opponents."

SGA fields a deep and talented roster of batters.

They are also led by a trio of sophomore pitchers, each with the ability to shut down opponents.

D'Andra Fernandez headlines the group, after pitching most of the post-season games a year ago.

However, Lexi Ruiz and Nathalia Escobedo have also proven their mettle in the first 33 games this season as well.

Riviera wins district title

By Ted Figueroa
Reporter

Call it a decade of dominance. The Riviera Seahawks softball team captured their 10th consecutive district championship at the conclusion of the regular season.

The team went 10-0 in district play this year and are headed back to the playoffs as the No. 1 seed in Bi-District.

The final game of the season was played last

week with a 14-0 victory over La Villa. Pitcher Skyler James had 10 strikeouts, Haley Alegria went 2 for 2 with 4 RBIs, and Angelica Ortega went 2 for 3 with 3 RBIs.

Riviera's playoff run is set to start this week with the best of three series beginning on Friday in Port Aransas at 7 p.m. Game two will be played in Riviera at noon on Saturday. Game three, if necessary, will be 30 minutes afterwards.



Regional dominance

HM King's Jasiah Rivera qualified for State with a pair of individual Regional Championships and one runner-up finish during the meet held at TAMUK over the weekend. Rivera won the 110 meter hurdles in a time of 14.02 seconds, as well as a win in the 300m hurdles (37.90), and second place in the long jump (24-2). Rivera will next compete at the State meet in Austin. (Contributed photo)

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- 301 E RICHARD
- 404 W RICHARD
- 529 E JOHNSTON
- 608 E MESQUITE
- 614 W AVE F
- 721 ALEXANDER

If you are the property owner, holder of mortgage(s), or anyone having a substantial interest in any of these properties, we would request that you attend the meeting.

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

Driscoll ISD Accepting Transfer Applications

Driscoll ISD is now accepting
K - 8th STUDENT TRANSFER APPLICATIONS
for the 2024 - 2025 SCHOOL YEAR

Driscoll Independent School District, home of Driscoll Elementary and Middle School, a PK - 8th grade is now accepting transfer students in Kindergarten - 5th grades for the 2024-2025 school year. Students accepted for transfer will be on a **TUITION FREE** basis.



Space is limited! APPLY TODAY.

and your child(ren) will have exceptional teachers, one-to-one instructional technology, a state-of-the-art facility, and a challenging curriculum all in the comforts of a small class size environment. DISD offers a variety of extracurricular opportunities including Afterschool Clubs for all ages & Middle School cross-county, football, volleyball, basketball, track, baseball, softball and UIL Academics, enhance the overall academic program.

Applications may be picked up at the campus office or downloaded from the district website at www.driscollisd.us. Please contact the campus principal,

Ms. Lynn Landensburger (llandensb@driscollisd.us) at 337-7349 ext. 8106 or the school Superintendent,

Dr. Cynthia M. Garcia (cgarcia@driscollisd.us) at ext. 8009 for more information.

Driscoll ISD



CITY OF KINGSVILLE

P.O. BOX 1458
KINGSVILLE, TX 78364

REPORT ADDRESS 608 E Mesquite		INITIATED BY Maryann Trejo	BUILDING OFFICIAL
LEGAL DESCRIPTION Col Mex	BLOCK 3	LOT 40,41	
OWNER NAME Jose H Valenzuela Est	OWNER'S ADDRESS 1220 N 17th St Apt 17	CITY/STATE/ZIP Kingsville, TX 78363	

PROPERTY CONDITION REPORT

PICTURES TAKEN:	Y OR N	ACCEPTABLE			REASON CODE	COMMENT CODES
	Y	YES	NO	N/A		
Building			X		AB,B,C,D,H,I,L,MI	1,2,5
Condition			X		OV,H	
Yard			X			
Condition			X			
Utilities			X			
Electric			X			
Gas			X			
Water			X			
Roof			X		B,C,D,H	
Covering			X			
Walls			X		AB,B,C,D,H,I,L,MI	
Exterior			X		AB,B,C,D,H,I,L,MI	
Interior			X		AB,B,C,D,H,I,L,MI	
Cellings			X		AB,B,C,D,H,I,L,MI	
Windows/Doors			X		B,C,D,H,I,MI	
Secured			X		B,C,D,H,I,MI	
Condition			X			
Foundation			X		B,D,H,L	
Exterior			X			
Interior			X			
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 NUCIANCE TO CHILDREN
 2. A HARBOR FOR VAGRANTS, CRIMINAL AND IMMORAL PEOPLE
 3. EVIDENCE OF ROACH, RAT, MOUSE, OR OTHER VERMIN FOUND
 4. PARTIAL
 5. UNCOVERED ROOF
 6. GRAFFITI

BUILDING OFFICIAL COMMENTS:
 Spoke to deceased owners daughter Audrey and she was supposed to bring up to code but never did

HAS BEEN WITHOUT WATER SINCE No such address witi AND ELECTRICAL SINCE 2016

SIGNATURE: Berry DATE: 08/14/23
 CITY OF KINGSVILLE BUILDING OFFICIAL

CONDEMNATION CHECKLIST

Property Address: 608 E Mesquite Phone: _____
 Property Owner: Jose H Valenzuela Phone: _____
 Owner's Address: 1220 N 17th St. Apt 17 Fax: _____
Kingville TX 78363

PLANNED DATE	ACTUAL DATE	ACTION
<input type="checkbox"/> <u>8-2-2023</u>	<u>8-2-2023</u>	1. Identify structure unfit for human habitation.
<input type="checkbox"/> <u>8-2-2023</u>	<u>8-2-2023</u>	2. Inspect Property. (Building Official) <input type="checkbox"/> a. Prepare inspection report and date. <input type="checkbox"/> b. Photograph property with date stamp.
<input type="checkbox"/> <u>8-14-2023</u>	<u>8-14-2023</u>	3. Determine ownership from county assessment & tax collection record.
<input type="checkbox"/> <u>8-14-2023</u>	<u>8-14-2023</u>	4. Obtain legal description.
<input type="checkbox"/> <u>8-14-2023</u>	<u>8-14-2023</u>	5. Obtain or complete title report to verify ownership & other vested interests, such as mortgage holders, trustees, etc.
<input type="checkbox"/> <u>8-25-2023</u>	<u>8-25-2023</u>	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.
<input type="checkbox"/> _____	_____	7. 2 nd Notice Sent. (10 day response) (Optional)
<input type="checkbox"/> _____	_____	8. If response is not received or is not adequate, proceed as follows:
<input type="checkbox"/> <u>3-4-24</u>	<u>3-4-24</u>	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.
<input type="checkbox"/> <u>3-12-24</u>	<u>3-12-2024</u>	<input type="checkbox"/> a. Owner unknown or whereabouts not known or such owner is a nonresident of Texas. 1) Post affidavit in newspaper twice a week for one week
<input type="checkbox"/> <u>3-12-24</u>	<u>3-12-24</u>	10. Post sign on property advising date the City

- _____
- 3-12-24 3-12-2024
- 2/27/24 2/27/24
- 3-12-24 3-12-24
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____

Council will consider condemnation of structure.

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

12. Photograph posted sign with date stamp.

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.

PROPERTY 17498 R
 Val Description
 L MEX, BLOCK 3, LOT 40, 41

OWNER ID 66277
 OWNERSHIP 100.00%

VALENZUELA JOSE H EST
 1220 N 17TH ST APT 17
 KINGSVILLE, TX 78363

Ref ID2: R17498
 Map ID A1

100340000192

US 608 E MESQUITE AVE TX

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

IMPROVEMENTS 0
 LAND MARKET + 5,000
 MARKET VALUE = 5,000
 PRODUCTIVITY LOSS - 0
 APPRAISED VALUE = 5,000
 HS CAP LOSS - 0
 ASSESSED VALUE = 5,000

ACRES: EFF. ACRES:
 APPR VAL METHOD: Cost
 SKETCH for Improvement #1 (RESIDENTIAL)

GENERAL
 LITIES I/E/IAM/TM
 OGRAPHY LAST APPR. YR 2023
 AD ACCESS LAST INSP. DATE 07/31/2023
 VING NEXT INSP. DATE
 LDER
 XT REASON
 MARKS

FOR 2023 NC PER IE/IAM/TM 7/31/23 MMG --
 FOR 2023 CHG LAND TABLE TO FF100D140 PER
 IE 4/12/23 5/8/23 JO -- FOR 2023 REM NBHD
 CODE 91N10 FROM IMPS PER IE 2/27/23 3/13/23

BUILDING PERMITS
 PERMIT AREA ST PERMIT VAL



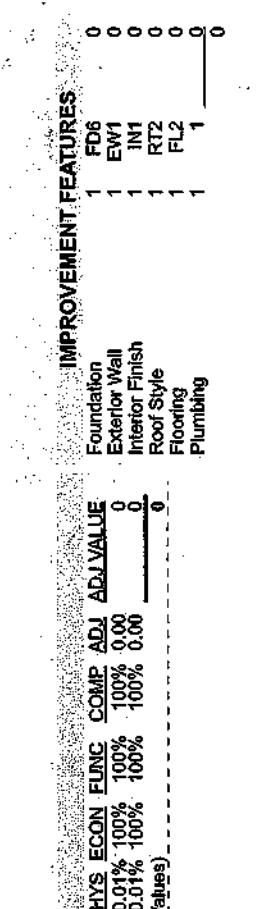
LE DT PRICE GRANTOR DEED INFO
 '13/2019 VALENZUELA JOSE DEATH / /
 '06/2009 VALENZUELA JOSE GWD / 411 / 806
 '06/2009 VALENZUELA FLORAAFF / 411 / 802

JBD: S191 100.00% - NBHD:

TYPE	DESCRIPTION	MTHD	CLASS/SUBCL	AREA	UNIT PRICE	UNITS	BUILT	EFF YR	COND.	VALUE	DEPR	PHYS	ECON	FLNG	COMP	ADJ	ADJ VALUE
MA	MAIN AREA	R	FF3/	984.0	58.95	1	1945	1945	*	20%	0.01%	100%	100%	100%	100%	0.00	0
OPFA	OPEN PORCH F	R	y	91.0	11.79	1	1945	1945	*	20%	0.01%	100%	100%	100%	100%	0.00	0
RESIDENTIAL																0	0

IMPROVEMENT FEATURES

Foundation	1	FD6	0
Exterior Wall	1	EW1	0
Interior Finish	1	IN1	0
Roof Style	1	RT2	0
Flooring	1	FL2	0
Plumbing	1		0



LAND INFORMATION

IRR Wells: 0	Capacity: 0	Oil Wells: 0
AG CLASS	AG TABLE	AG UNIT PRC
5,000	NO	0.00

LAND INFORMATION

IRR Wells: 0	Capacity: 0	Oil Wells: 0
AG CLASS	AG TABLE	AG UNIT PRC
5,000	NO	0.00

LAND INFORMATION

IRR Wells: 0	Capacity: 0	Oil Wells: 0
AG CLASS	AG TABLE	AG UNIT PRC
5,000	NO	0.00

LAND INFORMATION

IRR Wells: 0	Capacity: 0	Oil Wells: 0
AG CLASS	AG TABLE	AG UNIT PRC
5,000	NO	0.00

PROPERTY 17498 R
 Val Description
 L MEX, BLOCK 3, LOT 40, 41

OWNER ID 66277
 OWNERSHIP 100.00%

VALENZUELA, JOSE H ES I
 1220 N 17TH ST APT 17
 KINGSVILLE, TX 78363

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

IMPROVEMENTS
 LAND MARKET + 5,000
 MARKET VALUE = 5,000
 PRODUCTIVITY LOSS - 0
 APPRAISED VALUE = 5,000

HS CAP LOSS - 0
 ASSESSED VALUE = 5,000

ACRES: EFF. ACRES:
 APPR VAL METHOD: Cost

SKETCH for Improvement #1 (RESIDENTIAL)

GENERAL
 LAST APPR. IE/AM/TM 2023
 LAST APPR. YR 07/31/2023
 LAST INSP. DATE
 NEXT INSP. DATE

FOR 2023 NC PER IE/AM/TM 7/31/23 MMG --
 FOR 2023 CHG LAND TABLE TO FF-100D140 PER
 IE 4/12/23 5/8/23 JO -- FOR 2023 REM NBHD
 CODE 91N10 FROM IMPS PER IE 2/27/23 3/13/23

BUILDING PERMITS
 PERMIT TYPE PERMIT AREA ST PERMIT VAL

FILE DT PRICE GRANTOR DEED INFO
 7/13/2019 VALENZUELA JOSE DEATH / /
 06/2009 VALENZUELA JOSE GWD / 411 / 806
 06/2009 VALENZUELA FLORAAFF / 411 / 802

JBD: S191 100.00% NBHD: 100.00% NBHD: 100.00% NBHD: 100.00%

US 608 E MESQUITE AVE TX

GENERAL
 LAST APPR. IE/AM/TM 2023
 LAST APPR. YR 07/31/2023
 LAST INSP. DATE
 NEXT INSP. DATE

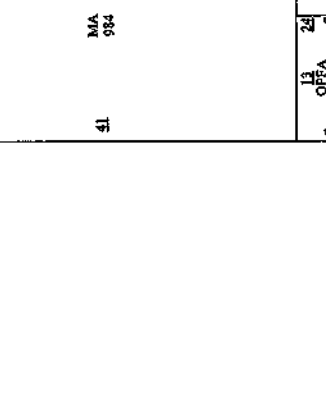
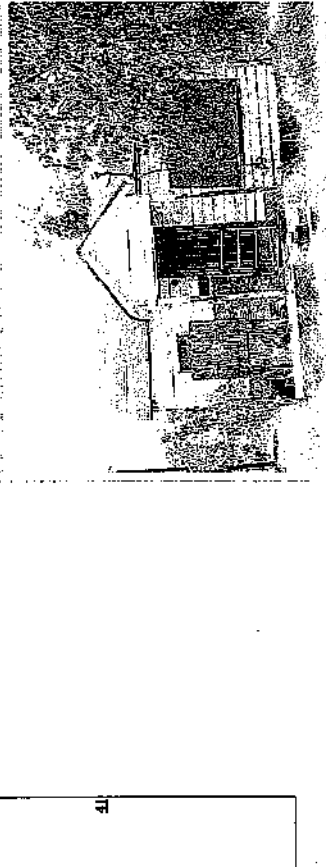
FOR 2023 NC PER IE/AM/TM 7/31/23 MMG --
 FOR 2023 CHG LAND TABLE TO FF-100D140 PER
 IE 4/12/23 5/8/23 JO -- FOR 2023 REM NBHD
 CODE 91N10 FROM IMPS PER IE 2/27/23 3/13/23

BUILDING PERMITS
 PERMIT TYPE PERMIT AREA ST PERMIT VAL

FILE DT PRICE GRANTOR DEED INFO
 7/13/2019 VALENZUELA JOSE DEATH / /
 06/2009 VALENZUELA JOSE GWD / 411 / 806
 06/2009 VALENZUELA FLORAAFF / 411 / 802

JBD: S191 100.00% NBHD: 100.00% NBHD: 100.00% NBHD: 100.00%

JBD: S191 100.00% NBHD: 100.00% NBHD: 100.00% NBHD: 100.00%



IMPROVEMENT INFORMATION

BUILT	EFF YR	COND. VALUE	DEPR	PHYS	ECON	FUNC	COMP	ADJ	ADJ. VALUE
1945	1945	20%	0.01%	100%	100%	100%	100%	0.00	0
1945	1945	20%	0.01%	100%	100%	100%	100%	0.00	0

HomeSite: N
 (Flat Values)

JBD: S191 100.00% NBHD: 100.00% NBHD: 100.00% NBHD: 100.00%

IMPROVEMENT FEATURES

Feature	Count
Foundation	1
Exterior Well	1
Interior Finish	1
Roof Style	1
Flooring	1
Plumbing	1
FD6	0
EW1	0
IN1	0
RT2	0
FL2	0
FL1	0

LAND INFORMATION

UNIT PRICE	GROSS VALUE	ADJ MASS ADJ VAL SRC	IRR: Wells: 0	Capacity: 0	Oil: Wells: 0
100.00	5,000	1.00	1.00	A	0

LAND INFORMATION

DIMENSIONS	UNIT PRICE	GROSS VALUE	ADJ MASS ADJ VAL SRC	IRR: Wells: 0	Capacity: 0	Oil: Wells: 0
50X140	100.00	5,000	1.00	1.00	A	0

JBD: S191 100.00% NBHD: 100.00% NBHD: 100.00% NBHD: 100.00%

AG CLASS AG TABLE AG UNIT PRC AG VALUE

AG CLASS	AG TABLE	AG UNIT PRC	AG VALUE
5,0001	NO	0.00	0

AG CLASS AG TABLE AG UNIT PRC AG VALUE

AG CLASS	AG TABLE	AG UNIT PRC	AG VALUE
5,0001	NO	0.00	0

AG CLASS AG TABLE AG UNIT PRC AG VALUE

AG CLASS	AG TABLE	AG UNIT PRC	AG VALUE
5,0001	NO	0.00	0

JBD: S191 100.00% NBHD: 100.00% NBHD: 100.00% NBHD: 100.00%

2023 PRELIMINARY ROLL
CKI - CITY OF KINGSVILLE

Geo ID Order

07/31/2023 20:29PM

Prop ID	Owner	%	Legal Description	Values
22011	52127	100.00	R Geo: 119100331000192 Perez Alicia Pelagio 626 E Mesquite Ave Kingsville, TX 78363-3934	Effective Acres: 0.000000 Imp HS: 23,710 Imp NHS: 28,470 Land HS: 5,000 Land NHS: 0 A1 Prod Use: 0 Prod Mkt: 0
				Market: 57,180 Prod Loss: 0 Appraised: 57,180 Cap: 0 Assessed: 57,180 Exemptions: HS
State Codes: A Situs: 626 E Mesquite Ave TX				Acres: 0.0000 Map ID: Mtg Cd: DBA:

Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				57,180	0	57,180	0.825000	471.74

22804	64066	100.00	R Geo: 119100333000192 Castillo Isabel J Est 624 E Mesquite Ave Kingsville, TX 78363-3934	Effective Acres: 0.000000 Imp HS: 0 Imp NHS: 19,370 Land HS: 0 Land NHS: 5,000 A1 Prod Use: 0 Prod Mkt: 0	Market: 24,370 Prod Loss: 0 Appraised: 24,370 Cap: 0 Assessed: 24,370 Exemptions:				
State Codes: A Situs: 624 E Mesquite Ave TX				Acres: 0.0000 Map ID: Mtg Cd: DBA:					

Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				24,370	0	24,370	0.825000	201.05

23552	66282	100.00	R Geo: 119100335000192 Alvarez Juan Manuel Est 620 E Mesquite Ave Kingsville, TX 78363-3934	Effective Acres: 0.000000 Imp HS: 0 Imp NHS: 18,700 Land HS: 0 Land NHS: 5,000 A1 Prod Use: 0 Prod Mkt: 0	Market: 23,700 Prod Loss: 0 Appraised: 23,700 Cap: 0 Assessed: 23,700 Exemptions:				
State Codes: A Situs: 620 E Mesquite Ave TX				Acres: 0.0000 Map ID: Mtg Cd: DBA:					

Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				23,700	0	23,700	0.825000	195.53

24329	54888	100.00	R Geo: 119100337000192 Morales Oralia A ETAL 816 E Mesquite Ave Kingsville, TX 78363-3934	Effective Acres: 0.000000 Imp HS: 0 Imp NHS: 22,920 Land HS: 0 Land NHS: 7,500 A1 Prod Use: 0 Prod Mkt: 0	Market: 30,420 Prod Loss: 0 Appraised: 30,420 Cap: 0 Assessed: 30,420 Exemptions:				
State Codes: A Situs: 816 E Mesquite Ave TX				Acres: 0.0000 Map ID: Mtg Cd: DBA:					

Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				30,420	0	30,420	0.825000	250.97

17498	66277	100.00	R Geo: 119100340000192 Valenzuela Jose H Est 1220 N 17th St Art 17 Kingsville, TX 78363	Effective Acres: 0.000000 Imp HS: 0 Imp NHS: 0 Land HS: 0 Land NHS: 5,000 A1 Prod Use: 0 Prod Mkt: 0	Market: 5,000 Prod Loss: 0 Appraised: 5,000 Cap: 0 Assessed: 5,000 Exemptions:				
State Codes: A Situs: 608 E Mesquite Ave TX				Acres: 0.0000 Map ID: Mtg Cd: DBA:					

Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				5,000	0	5,000	0.825000	41.25

18261	18149	100.00	R Geo: 119100342000192 Campos Guillermo R Est % Imelda Campos 1302 E Yoakum Ave Kingsville, TX 78363-4763	Effective Acres: 0.000000 Imp HS: 0 Imp NHS: 0 Land HS: 0 Land NHS: 7,500 A1 Prod Use: 0 Prod Mkt: 0	Market: 7,500 Prod Loss: 0 Appraised: 7,500 Cap: 0 Assessed: 7,500 Exemptions:				
State Codes: C1 Situs: 604 E Mesquite Ave TX				Acres: 0.0000 Map ID: Mtg Cd: DBA:					

Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				7,500	0	7,500	0.825000	61.88

17052	63155	100.00	R Geo: 119100401000192 Saldana Roberto V Jr Etux Rebecca 610 E Ave D Kingsville, TX 78363	Effective Acres: 0.000000 Imp HS: 0 Imp NHS: 26,980 Land HS: 0 Land NHS: 5,000 A1 Prod Use: 0 Prod Mkt: 0	Market: 31,980 Prod Loss: 0 Appraised: 31,980 Cap: 0 Assessed: 31,980 Exemptions:				
State Codes: A Situs: 601 E Mesquite Ave TX				Acres: 0.0000 Map ID: Mtg Cd: DBA:					

Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				31,980	0	31,980	0.825000	263.84

DELINQUENT TAX STATEMENT SUMMARY



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

Certified Owner:

VALENZUELA JOSE H EST
 1220 N 17TH ST APT 17
 KINGSVILLE, TX 78363

Legal Description:

COL MEX, BLOCK 3, LOT 40, 41

Account No: 119100340000192

2022 Value: \$3,000
 Appr. Dist. No.: 17498

Legal Acres: .1607

Parcel Address: 608 E MESQUITE AVE

As of Date: 08/10/2023

Print Date: 08/10/2023 Printed By: JLARA

Year	Tax Units	Remaining Levy	IF PAID BY August 31, 2023		IF PAID BY October 2, 2023		IF PAID BY October 31, 2023	
			Penalty Interest	Total	Penalty Interest	Total	Penalty Interest	Total
2022	137 900 901 905	\$95.83	\$41.02	\$136.85	\$42.16	\$137.99	\$43.31	\$139.14

TOTAL AMOUNT DUE: \$136.85 \$137.99 \$139.14

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 THE KLEBERG COUNTY TAX OFFICE REGARDING A RIGHT YOU MAY HAVE TO ENTER INTO AN INSTALLMENT AGREEMENT DIRECTLY WITH THE TAX COLLECTOR FOR THE KLEBERG COUNTY TAX OFFICE 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

Print Date: 08/10/2023

Appr. Dist. No.: 17498

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 1 9 1 0 0 3 4 0 0 0 1 9 2 *

119100340000192

VALENZUELA JOSE H EST
 1220 N 17TH ST APT 17
 KINGSVILLE, TX 78363

If Paid By	Amount Due
August 31, 2023	\$136.85
October 2, 2023	\$137.99
October 31, 2023	\$139.14
Amount Paid:	\$ _____

DELINQUENT TAX STATEMENT SUMMARY



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

Certified Owner:

**VALENZUELA JOSE H EST
1220 N 17TH ST APT 17
KINGSVILLE, TX 78363**

Legal Description:

COL MEX, BLOCK 3, LOT 40, 41

Account No: 119100340000192

**2023 Value: \$5,000
Appr. Dist. No.: 17498**

Legal Acres: .1607

Parcel Address: 608 E MESQUITE AVE

As of Date: 02/13/2024

Print Date: 02/13/2024 Printed By: JLARA

Year	Tax Units	Remaining Levy	IF PAID BY February 29, 2024		IF PAID BY April 1, 2024		IF PAID BY April 30, 2024	
			Penalty Interest	Total	Penalty Interest	Total	Penalty Interest	Total
2022	137 900 901 905	\$95.83	\$47.92	\$143.75	\$49.07	\$144.90	\$50.20	\$146.03
2023	137 900 901 905	\$150.63	\$10.55	\$161.18	\$13.56	\$164.19	\$16.57	\$167.20

TOTAL AMOUNT DUE: \$304.93 \$309.09 \$313.23

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 THE KLEBERG COUNTY TAX OFFICE REGARDING A RIGHT YOU MAY HAVE TO ENTER INTO AN INSTALLMENT AGREEMENT DIRECTLY WITH THE TAX COLLECTOR FOR THE KLEBERG COUNTY TAX OFFICE FOR THE PAYMENT OF THESE TAXES.

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

Print Date: 02/13/2024

Appr. Dist. No.: 17498

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**



119100340000192

**VALENZUELA JOSE H EST
1220 N 17TH ST APT 17
KINGSVILLE, TX 78363**

If Paid By	Amount Due
February 29, 2024	\$304.93
April 1, 2024	\$309.09
April 30, 2024	\$313.23
Amount Paid:	\$ _____

31.154

CITY OF KINGSVILLE



P. O. BOX 1458 - KINGSVILLE, TEXAS 78364

AUGUST 25, 2023

JOSE H VALENZUELA EST
1220 N 17TH ST APT 17
KINGSVILLE, TX, 78363

Re: COL MEX, BLOCK 3, LOT 40, 41 608 E MESQUITE KINGSVILLE TX 78363

Dear Sir or Madam:

It has been determined that the structure at **608 E Mesquite 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.

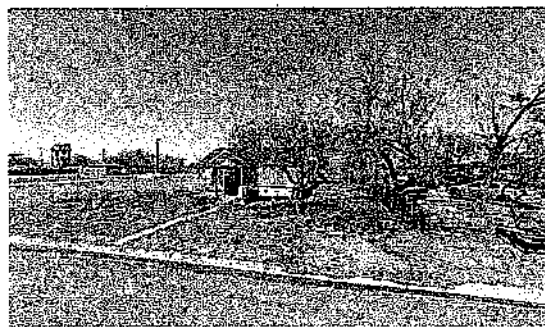
If you need further information or have questions, please contact me at (361) 595-8019, Monday through Friday from 8:00 AM – 12:00 PM & 1:00 PM - 5:00 P.M.

Sincerely,



Belinda Tarver
Building Official

Google Maps 608 E Mesquite Ave



608 E Mesquite Ave

Building



Directions



Save



Nearby



Send to phone



Share



608 E Mesquite Ave, Kingsville, TX 78363

Photos



BUILDING DEPARTMENT

City of Kingsville
Phone: 361-595-8019

CERTIFIED MAIL – RETURN RECEIPT #7021 0950 0000 4793 9101

MARCH 4, 2024

JOSE H VALENZUELA EST
1220 N 17TH APT #17
KINGSVILLE, TX 78363

Re: **HEARING FOR PROPERTY AT 608 E MESQUITE KINGSVILLE TX**

Dear Sir or Madam:

On AUGUST 25, 2023, a letter was sent from the City of Kingsville stating that your property located at **608 E MESQUITE** 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, MAY 13, 2024, 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 **MAY 13, 2024.**

The hearing will take place at the Helen Kleberg Groves Community Room located on the first floor of City Hall, 400 West King, 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,

Belinda Tarver
Building Official

PUBLIC NOTICE

The City Commission will meet on Monday May 13, 2024, 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:

219 E RICHARD
223 E RICHARD
227 E RICHARD
301 E RICHARD
404 W RICHARD
529 E JOHNSTON
608 E MESQUITE
614 W AVE F
721 ALEXANDER

If you are the property owner, holder of mortgage(s), or anyone having a substantial interest in any of 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 the agenda, please contact the Building Department at (361) 595-8019 or (361) 595-8020.

SENDER: COMPLETE THIS SECTION

- 1. Complete items 1, 2, and 3.
- 2. Print your name and address on the reverse so that we can return the card to you.
- 3. Attach this card to the back of the mailpiece or on the front if space permits.

1. Mails Addressed to:
 JOSE A. VALENZUELA
 1220 NITTE APT 17
 Kingsville TX 78363



9590 9402 7855 2934 1273 78

2. MAILING SERVICE (from standard label)

7021 0950 0000 4793 8746

PS Form 3811, July 2020 PSN 7530-02-000-9050

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 [Handwritten Signature]

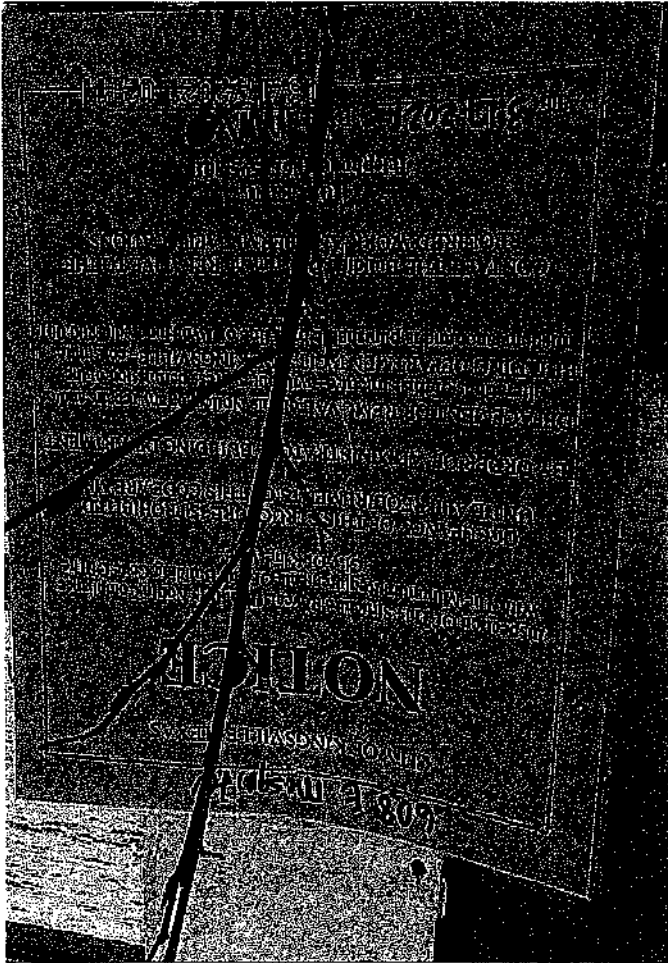
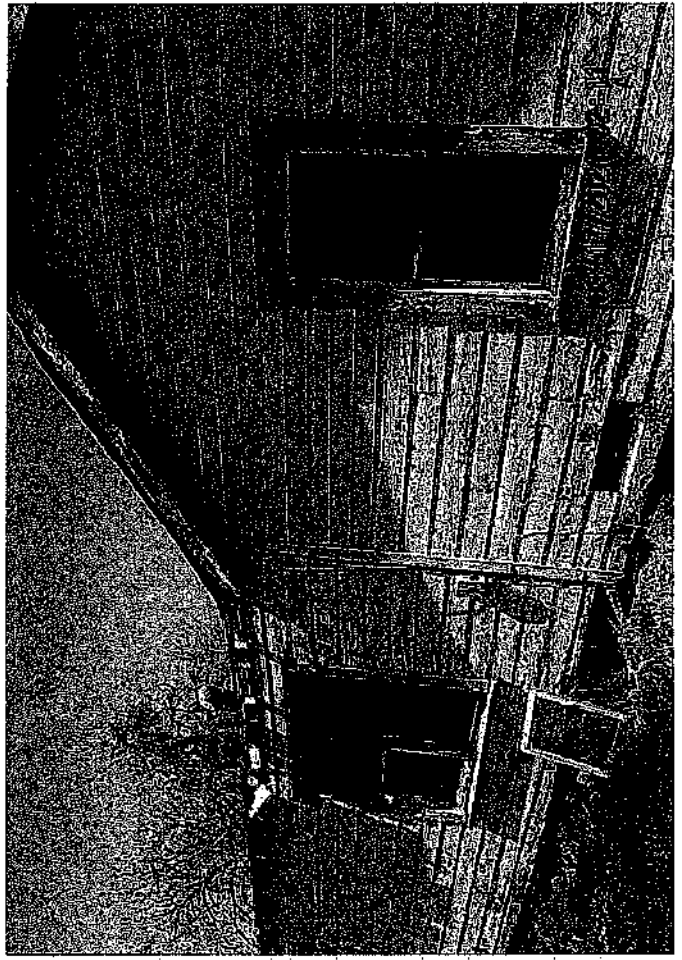
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 [Handwritten Name]

C. Date of Delivery
 [Handwritten Date]

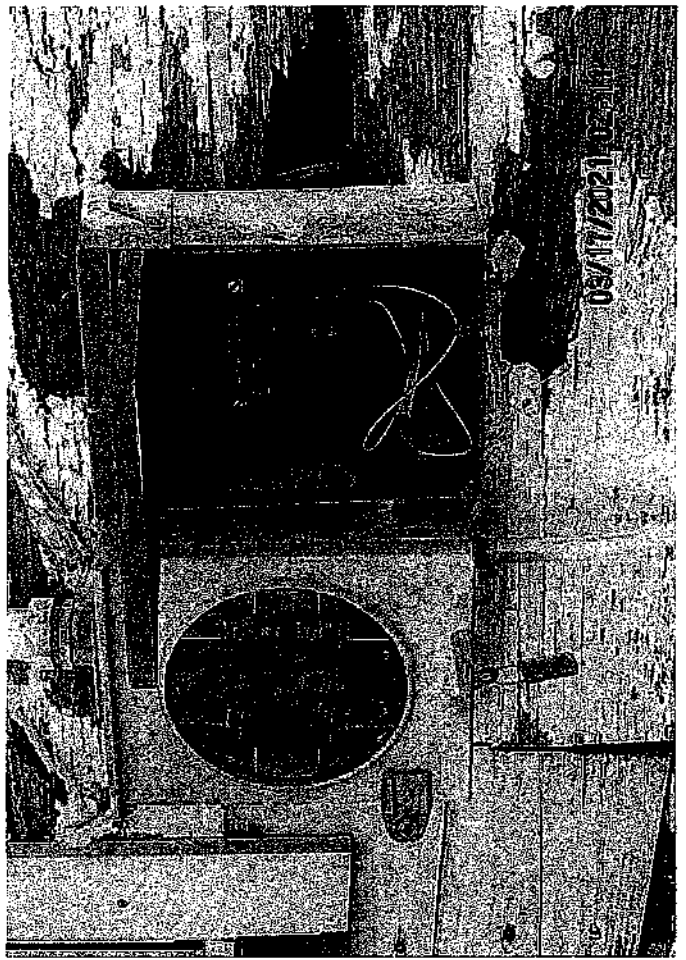
D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

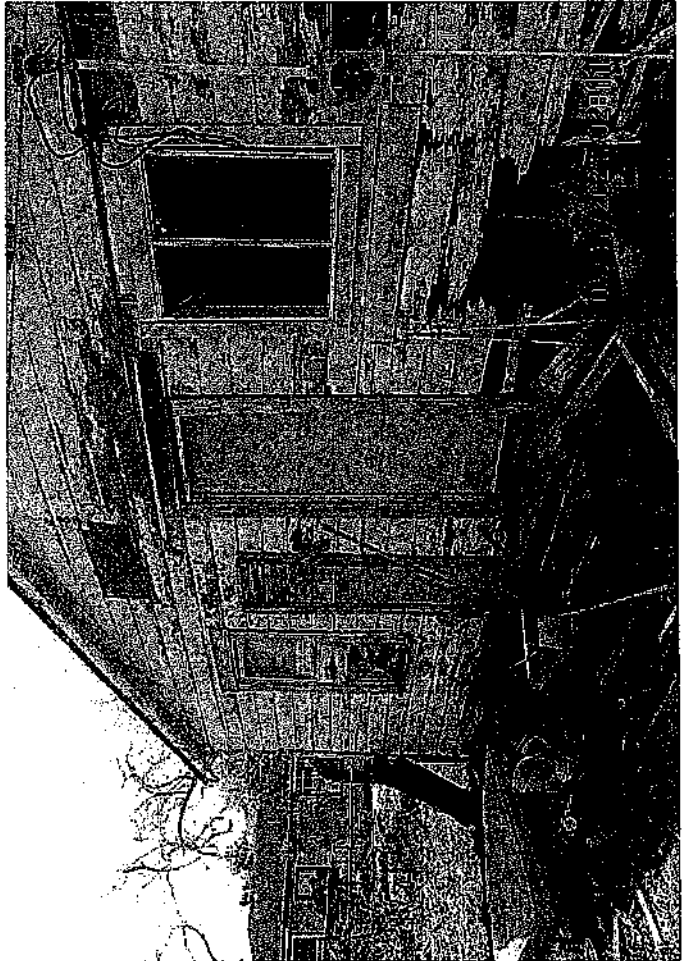
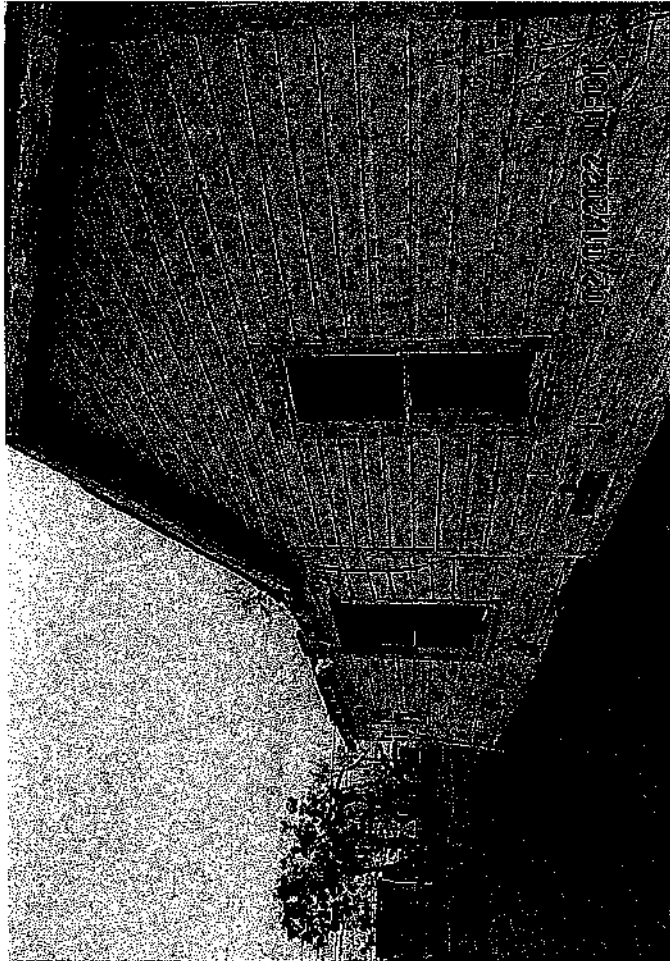
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 Certified Mail
 Registered Mail Restricted Delivery
 Signature Confirmation Collect or Delivery Restricted Delivery
 Priority Mail Express Registered Mail Restricted Delivery
 Registered Mail Restricted Delivery
 Signature Confirmation Restricted Delivery

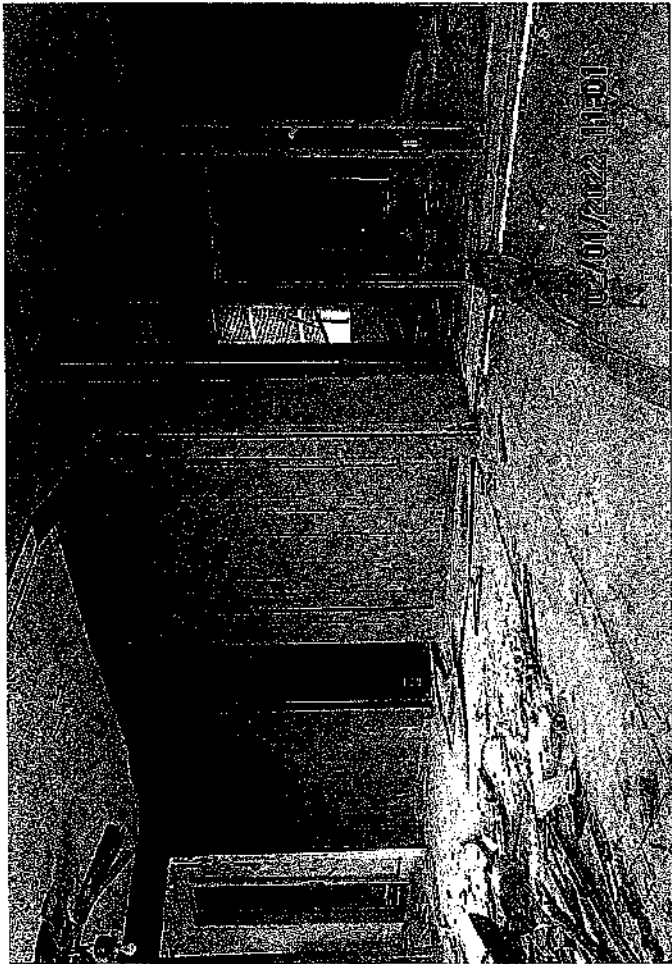
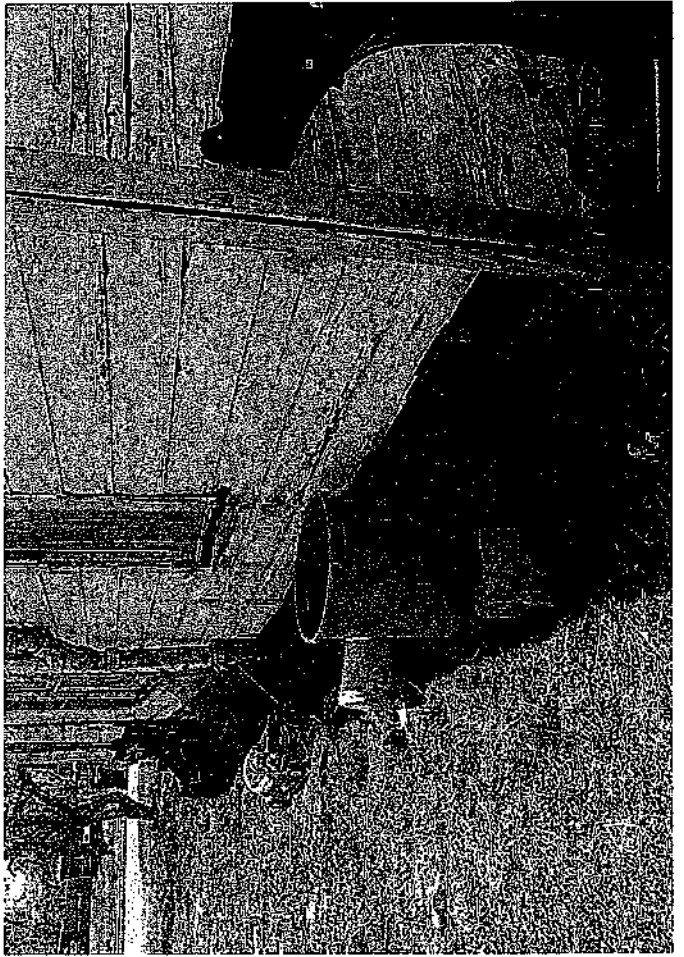
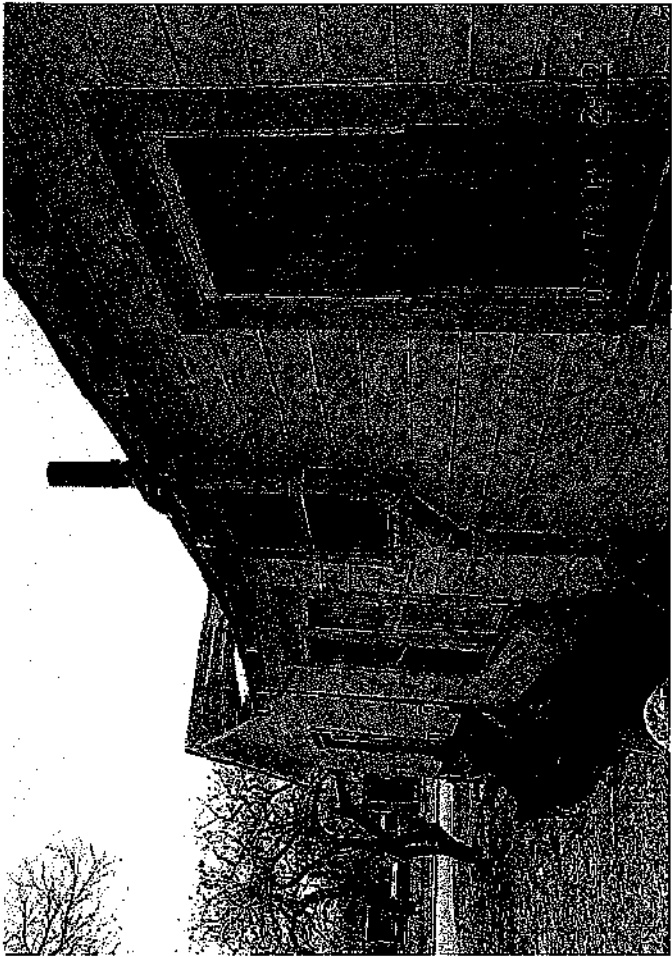
Domestic Return Receipt

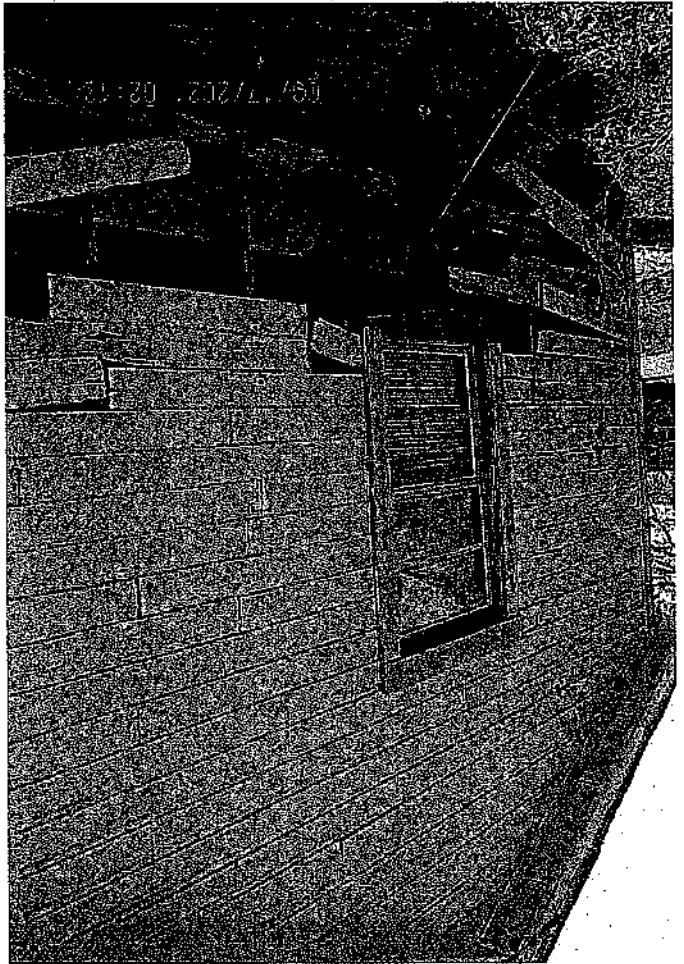
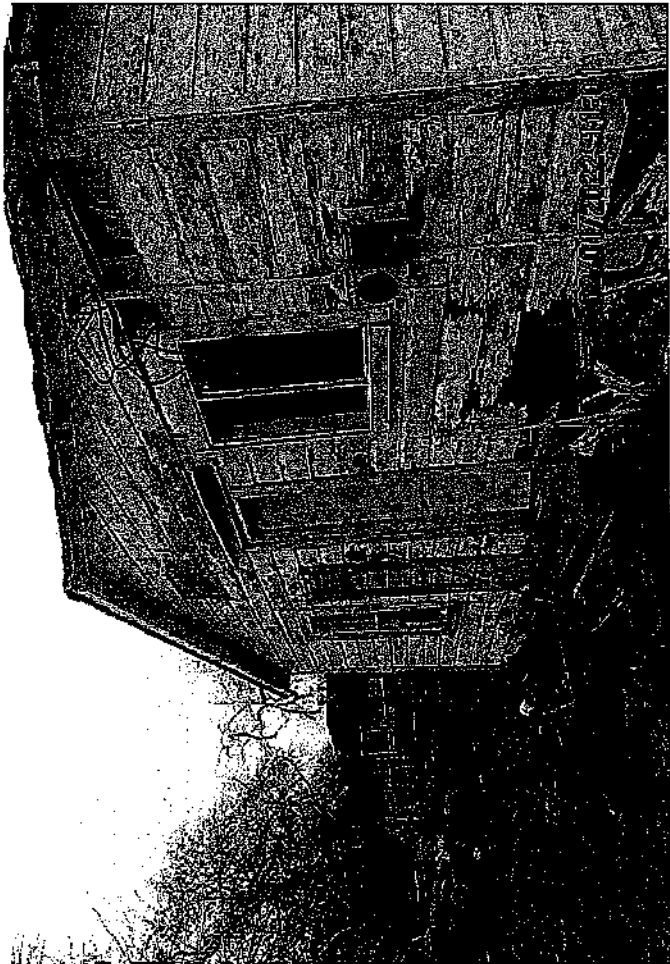
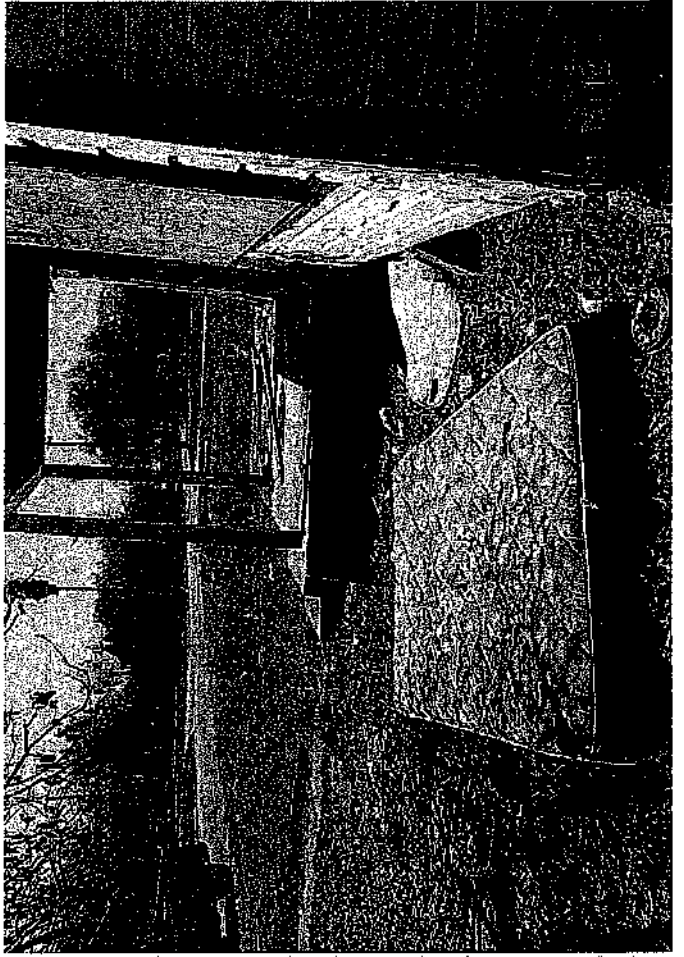
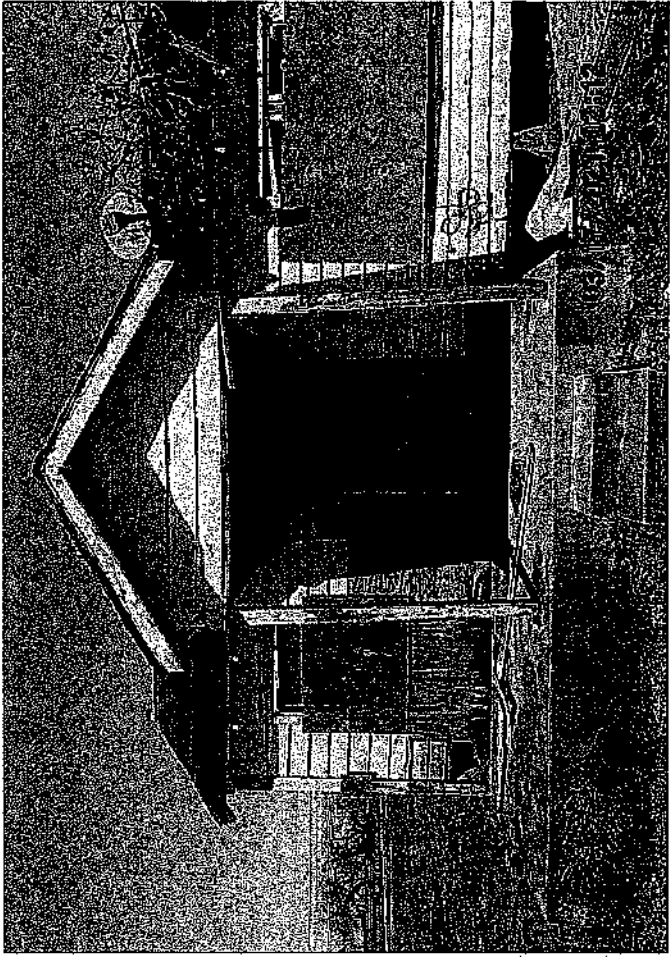


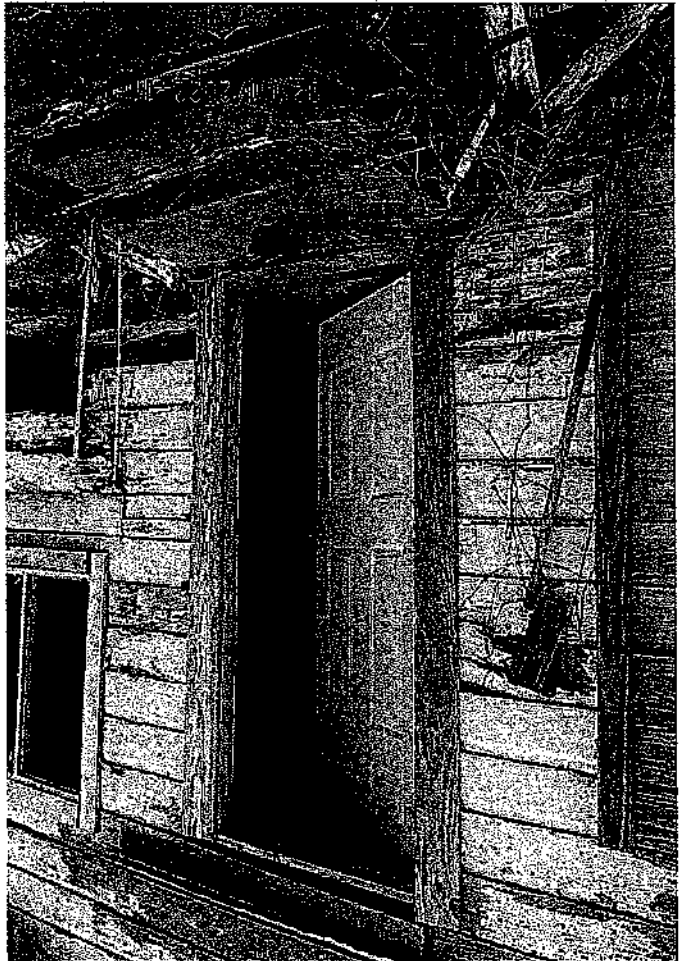
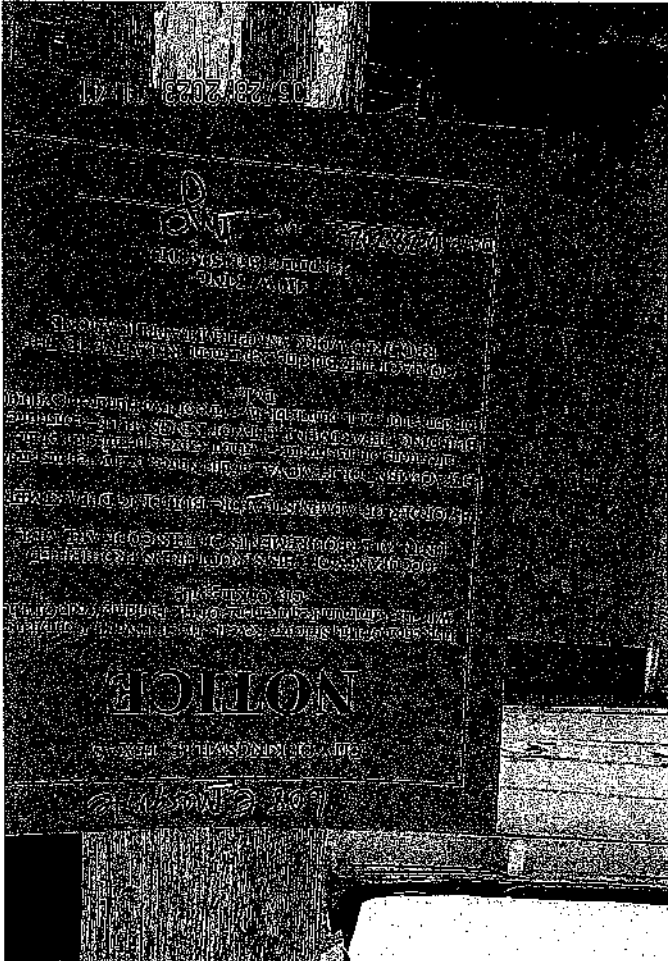
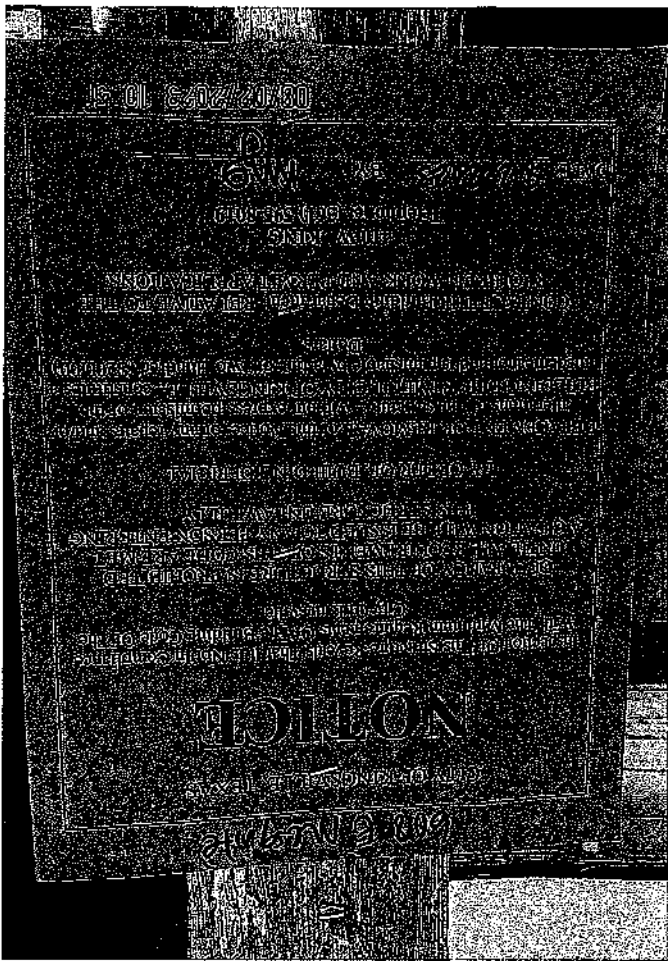
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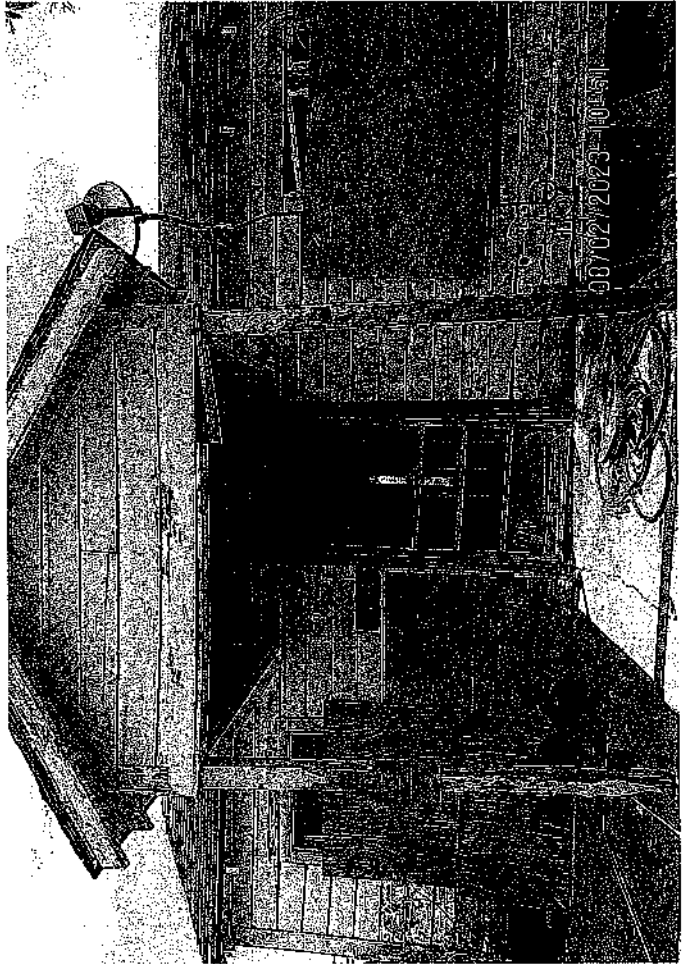
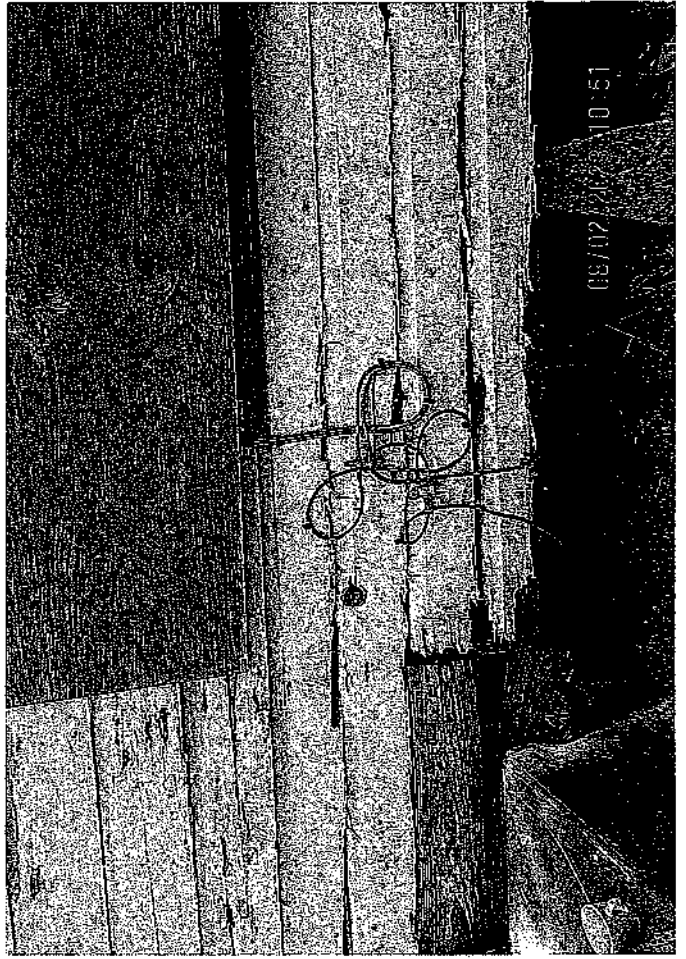
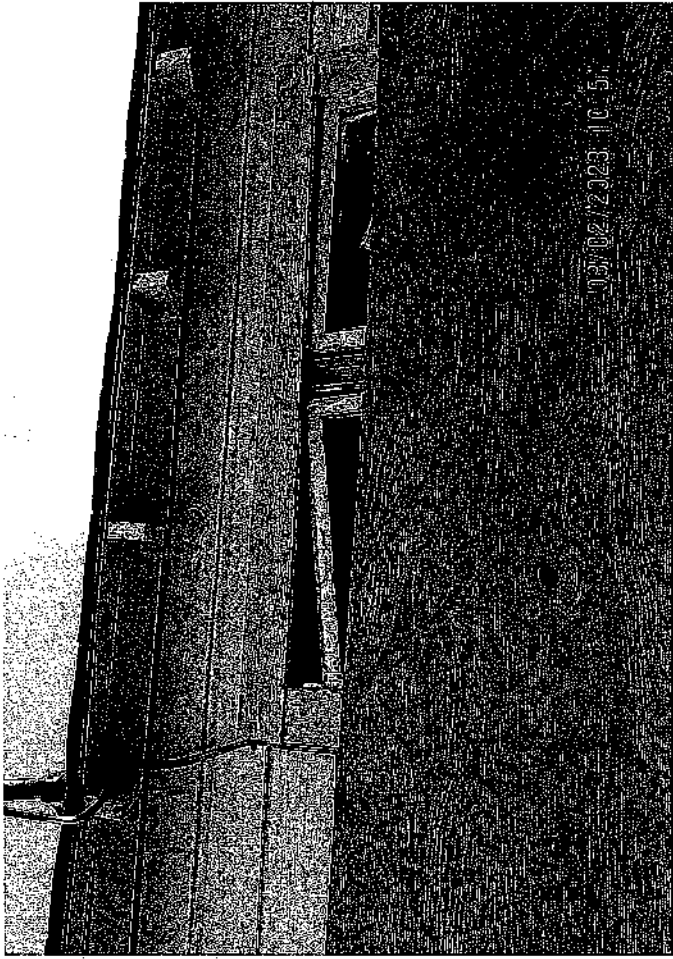


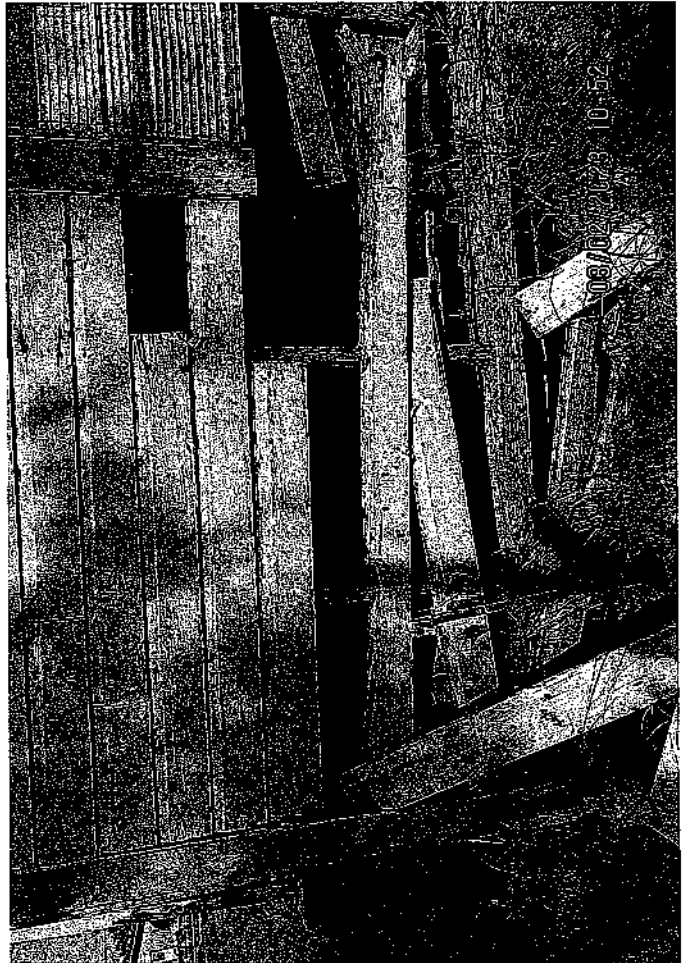
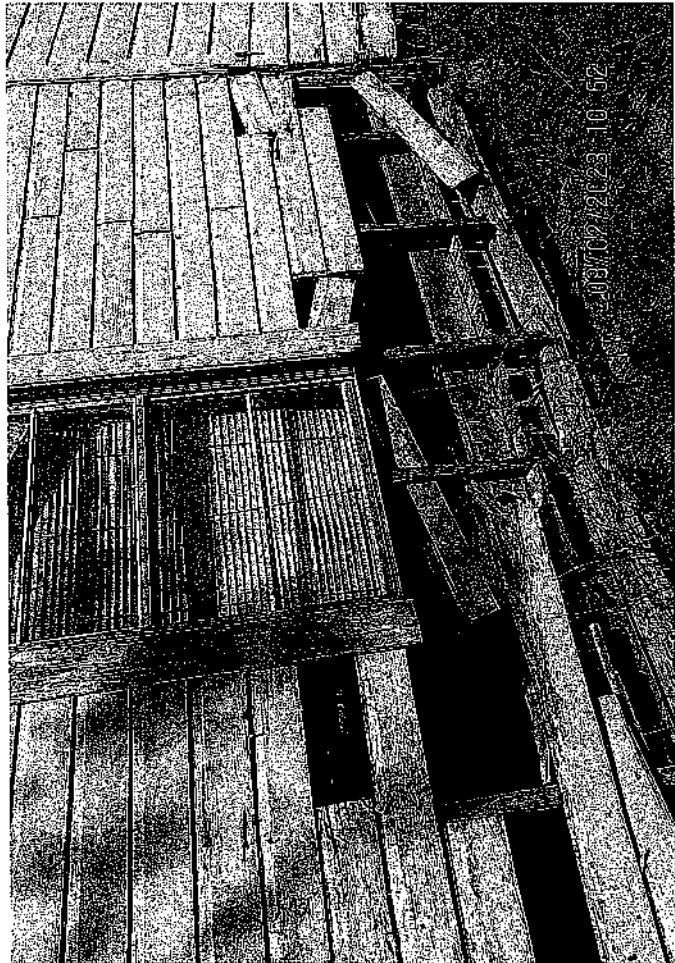
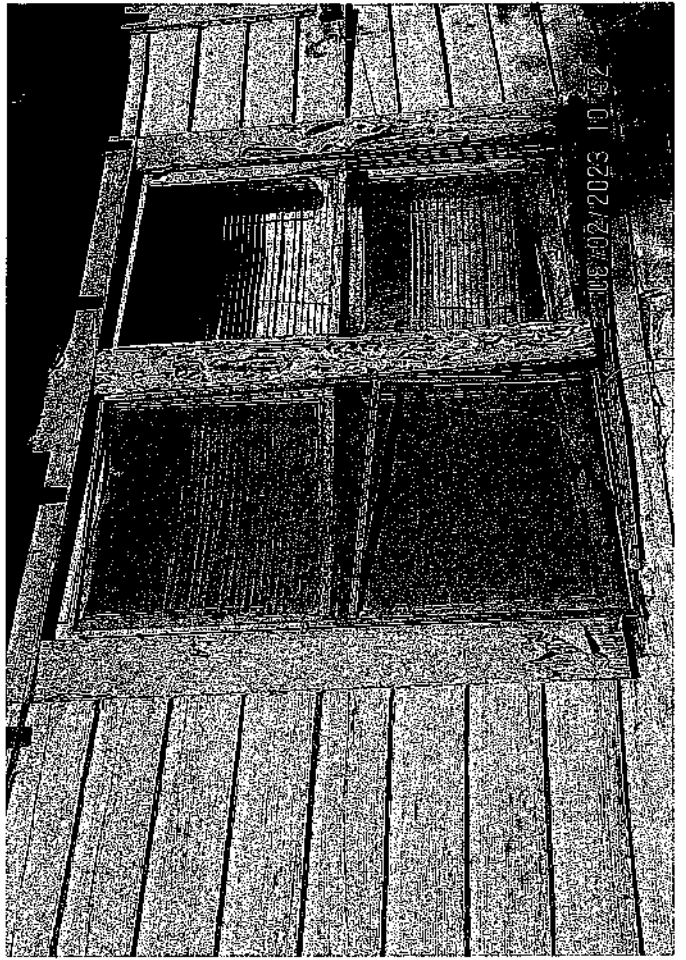
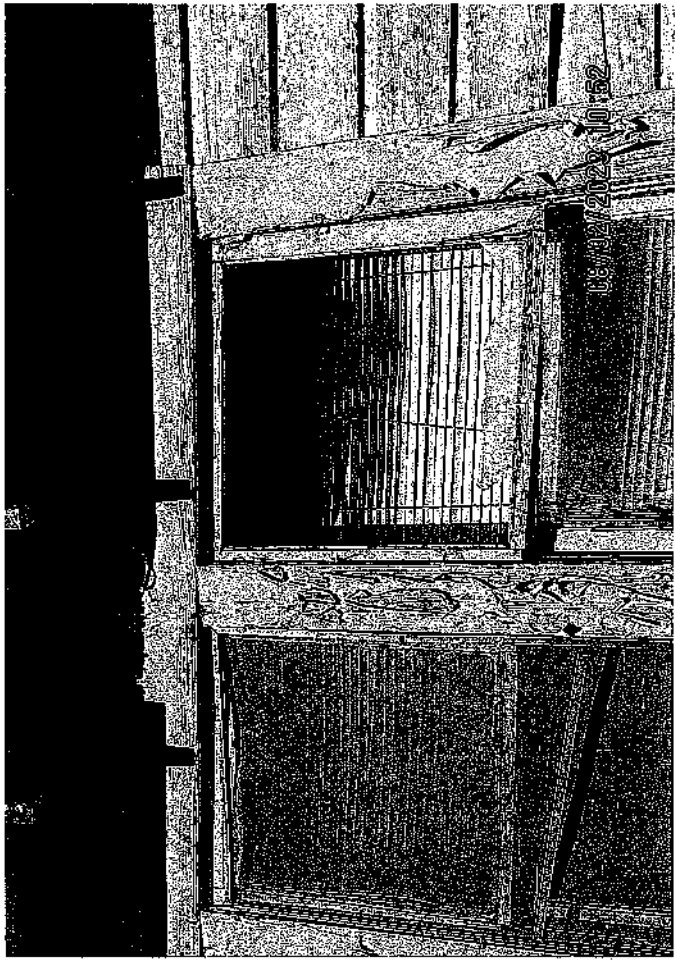


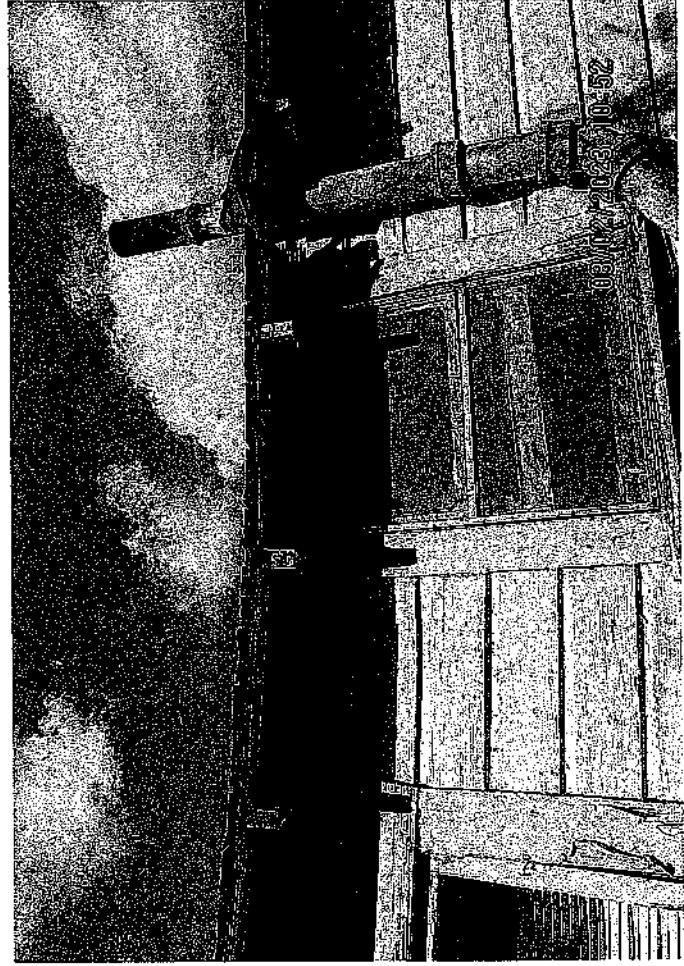
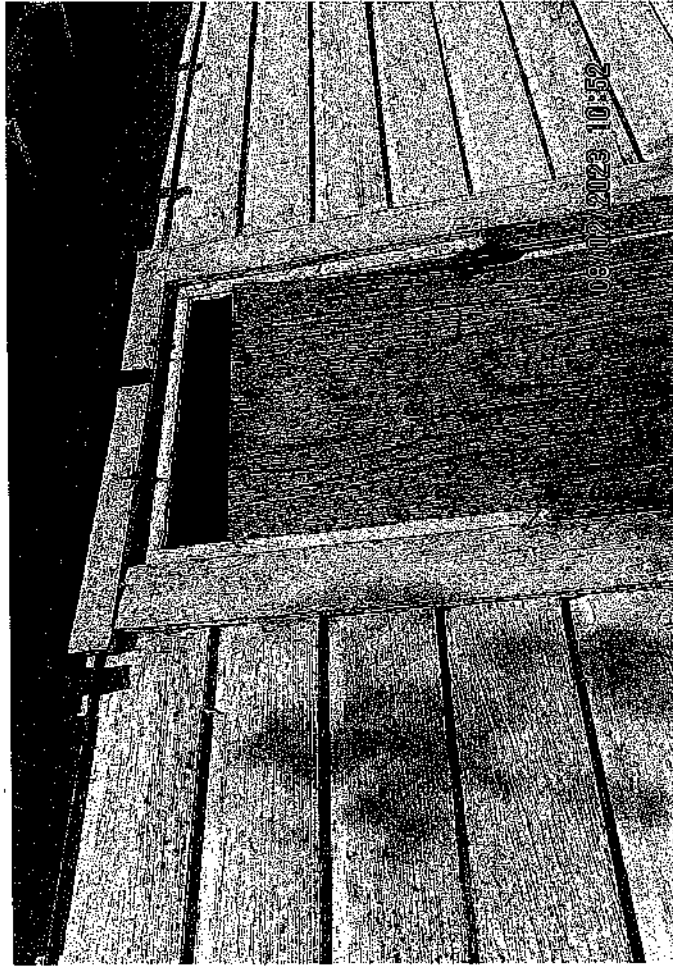


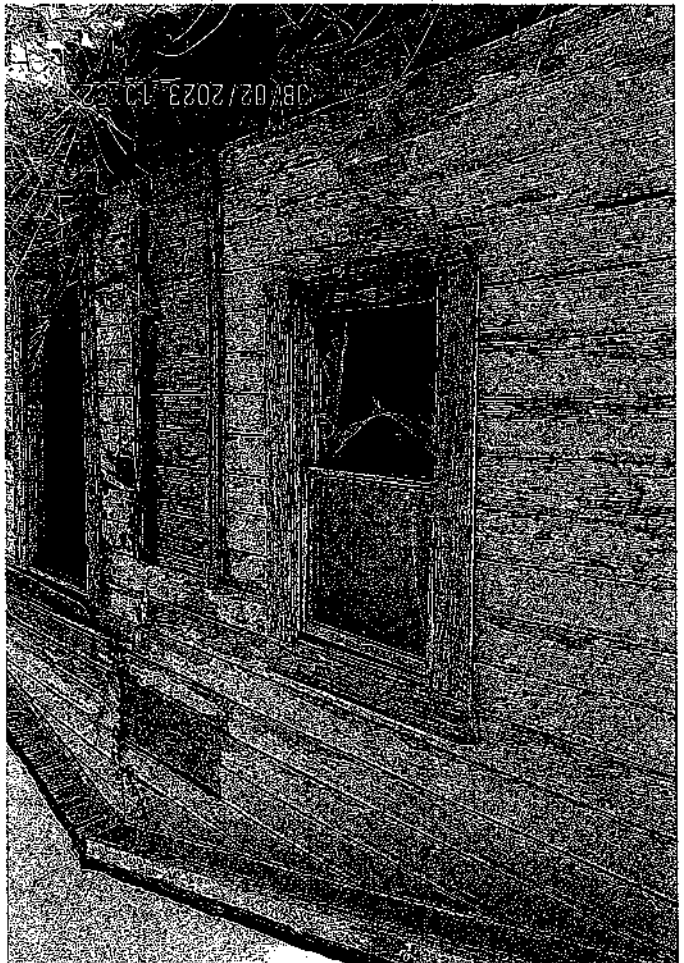
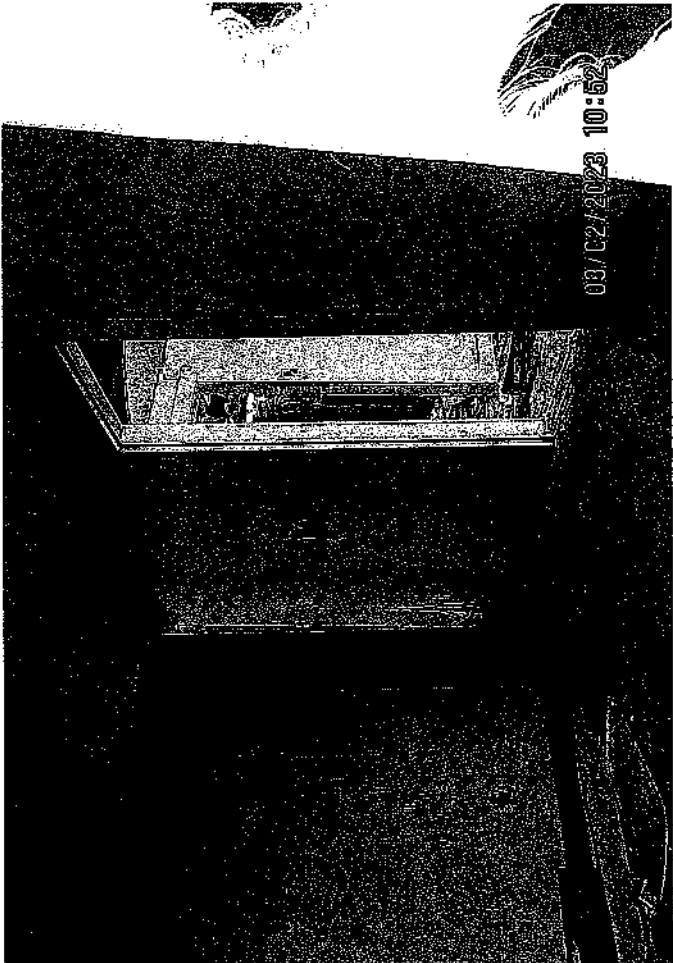
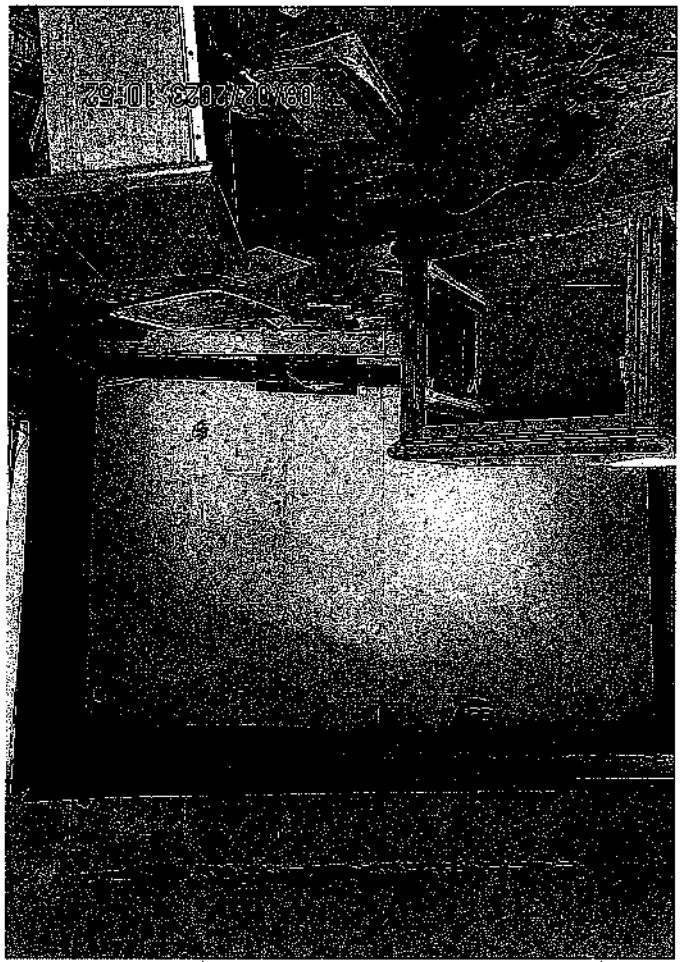
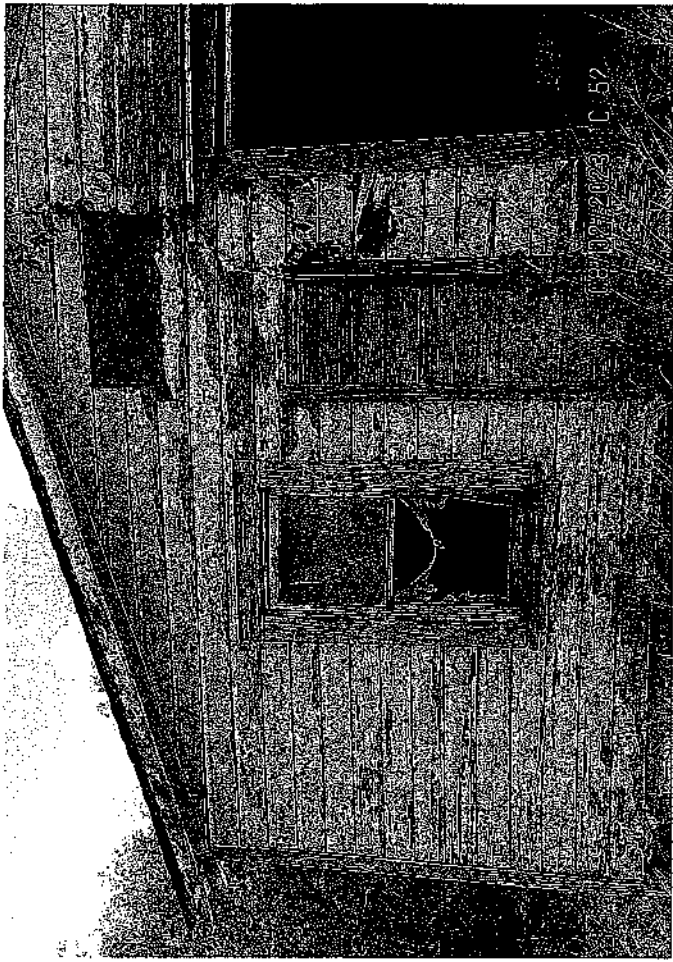


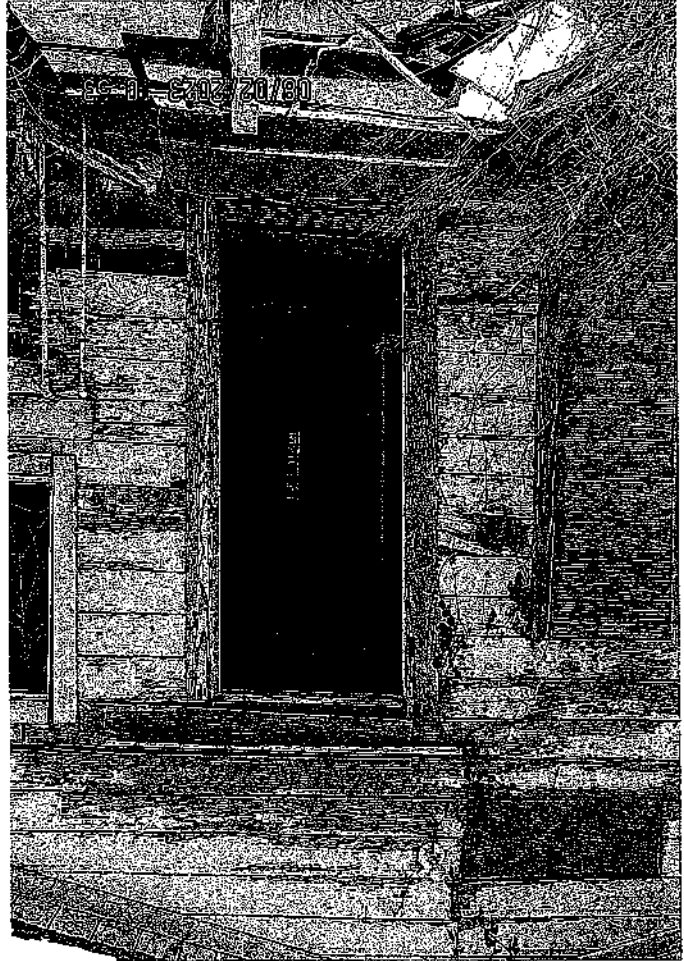
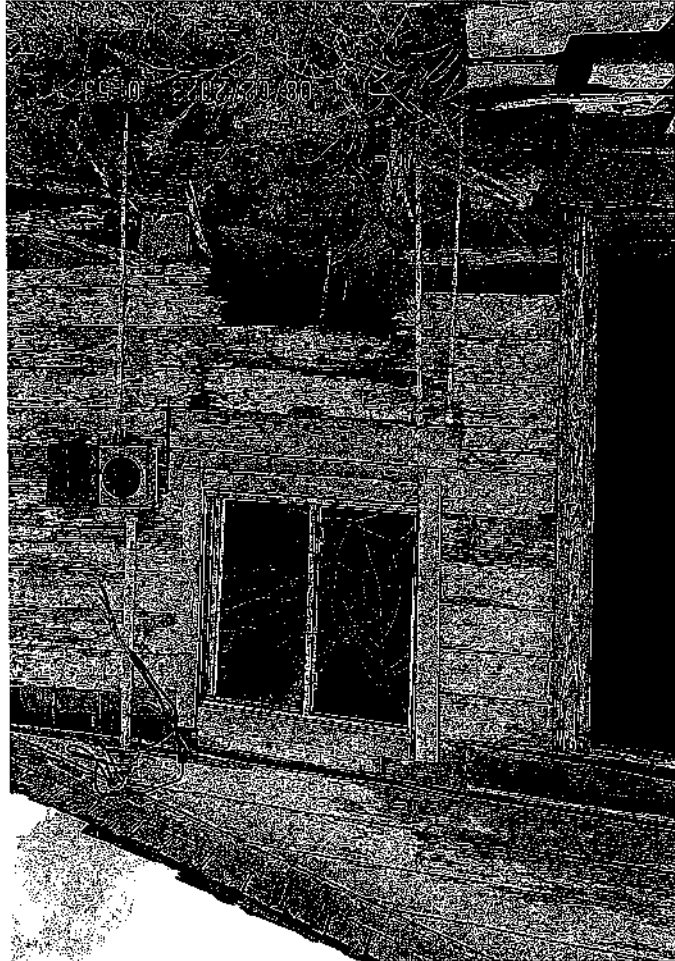
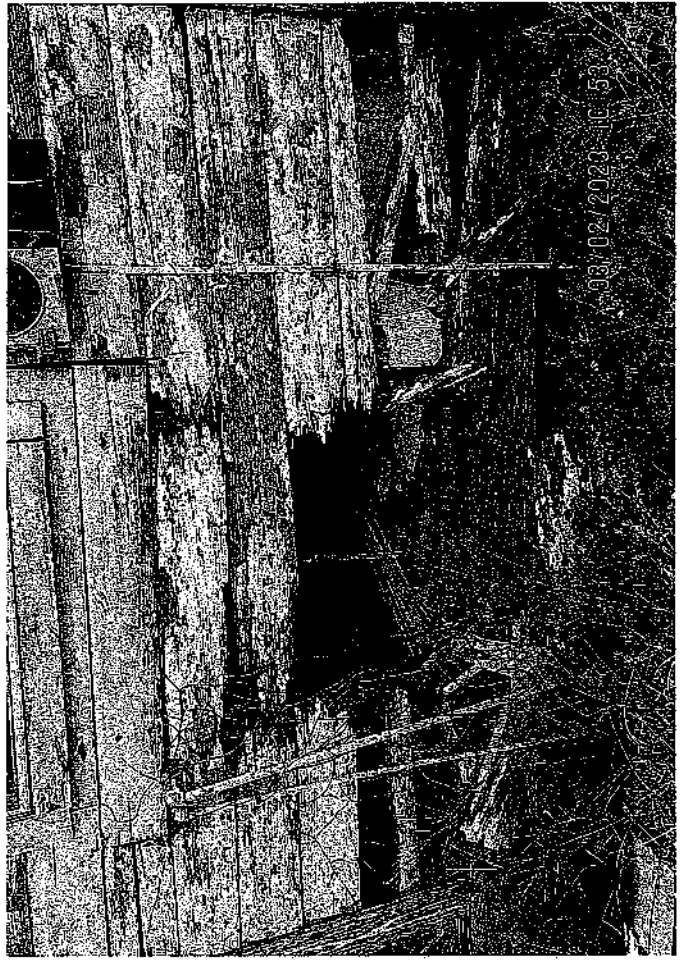
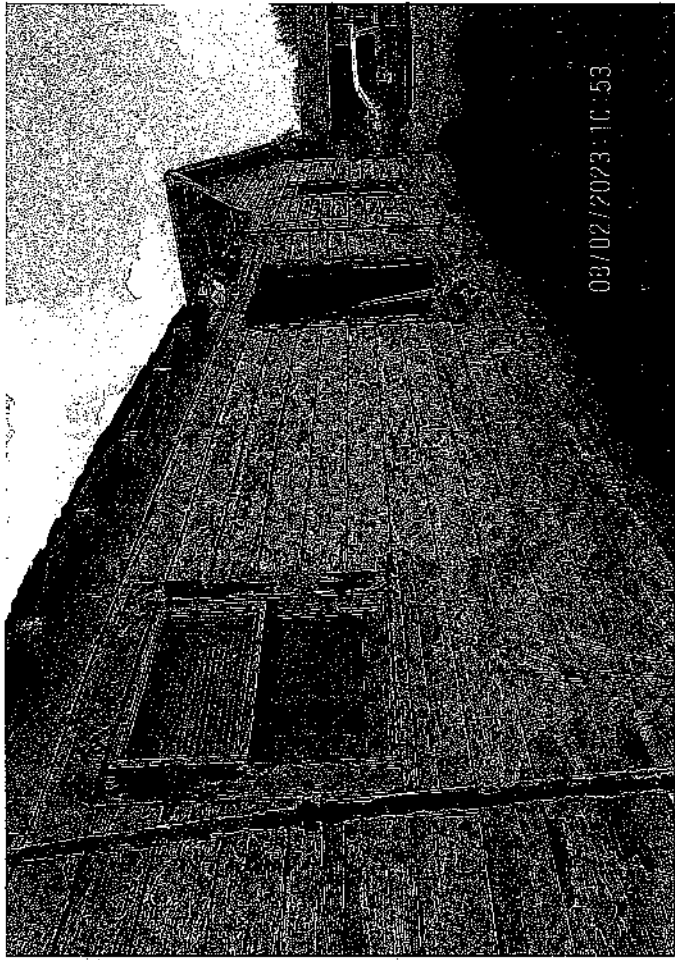


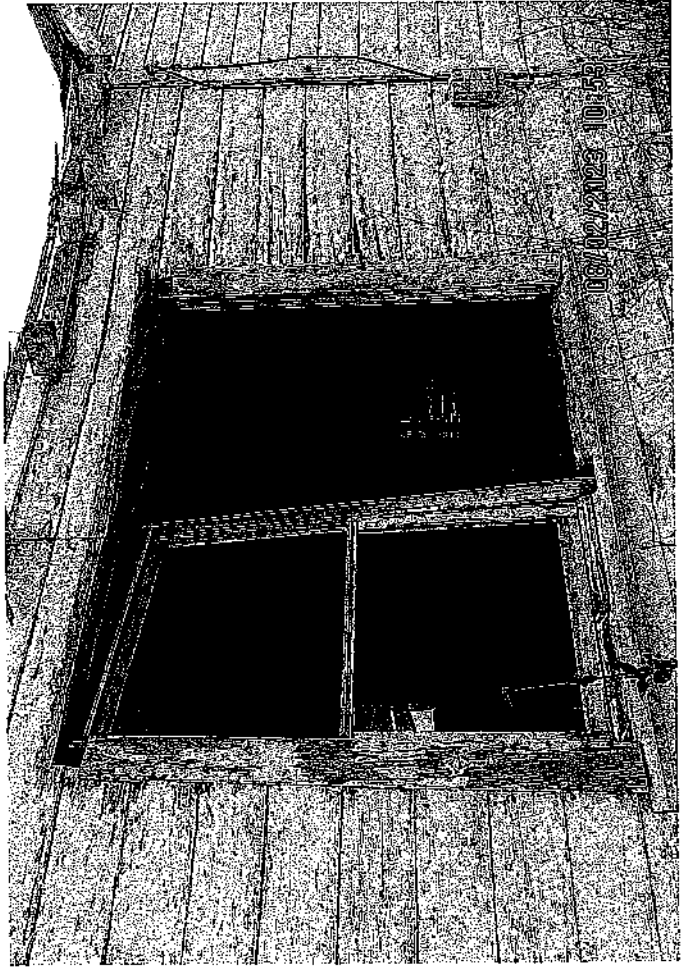
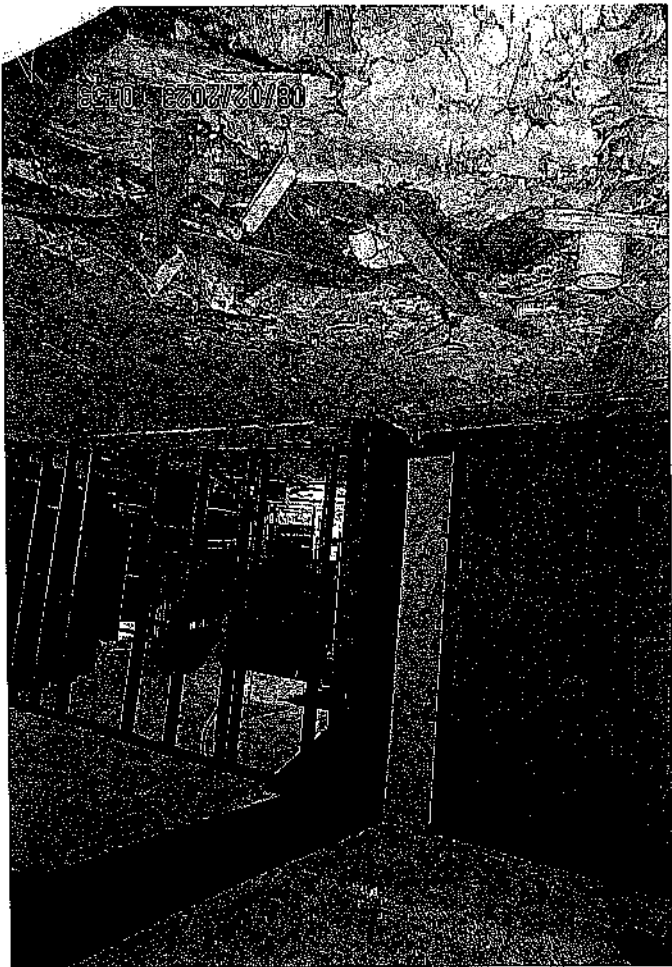
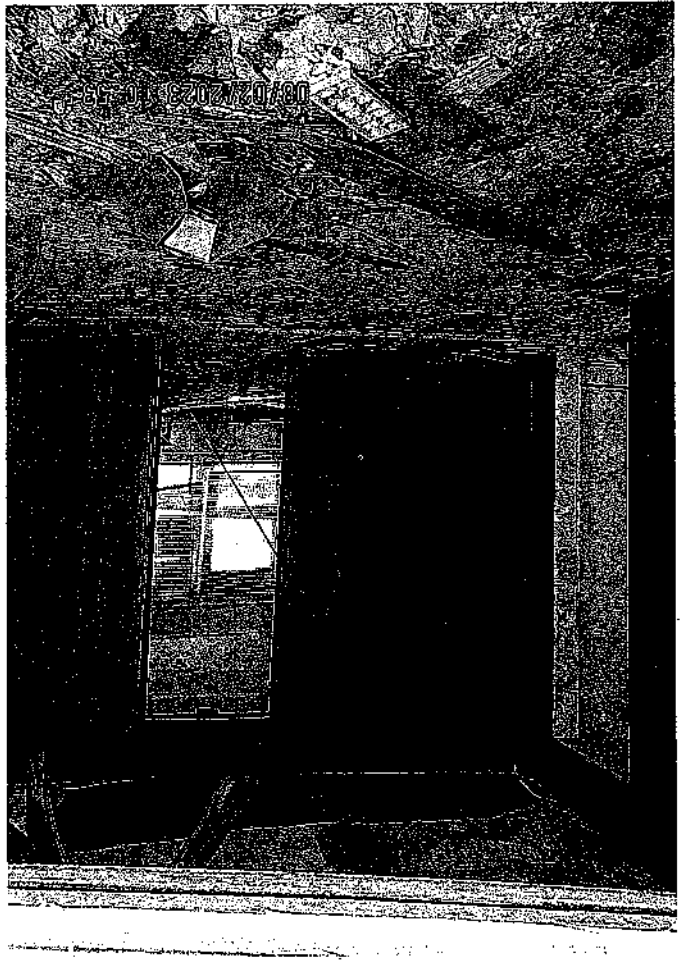
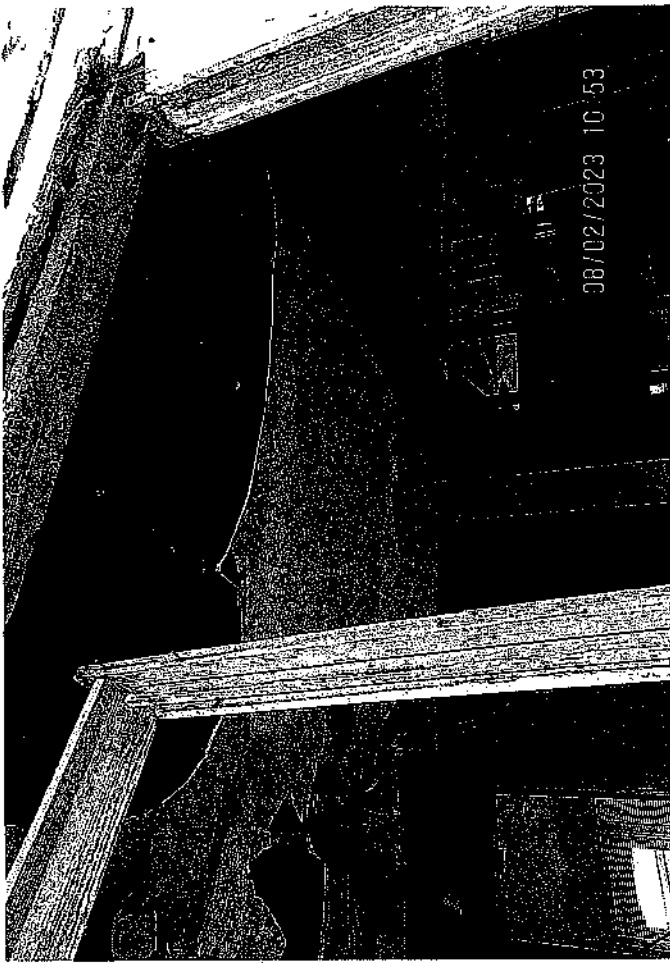


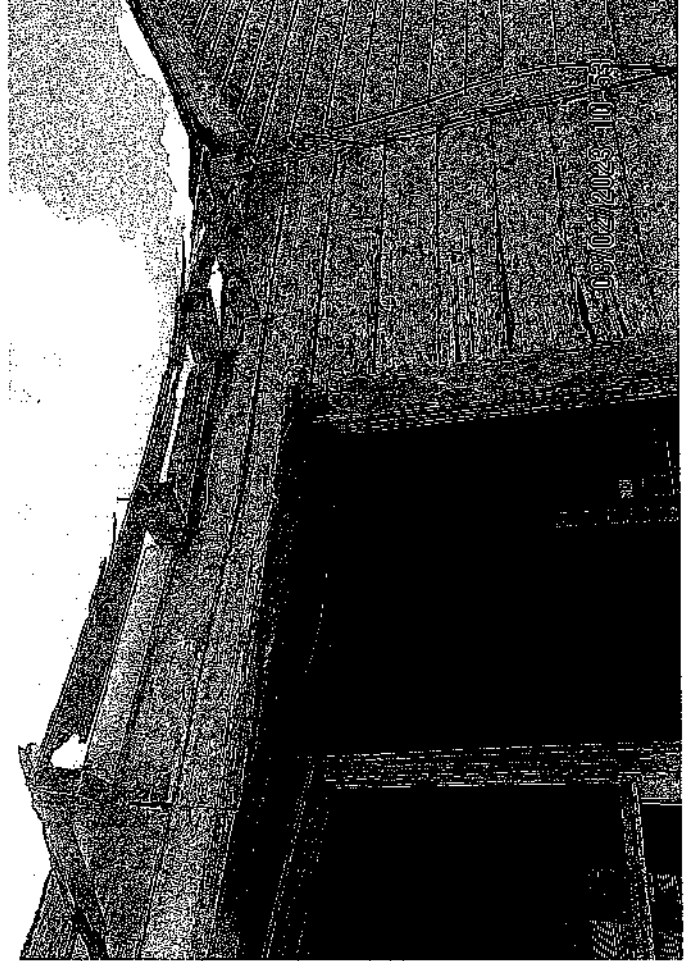
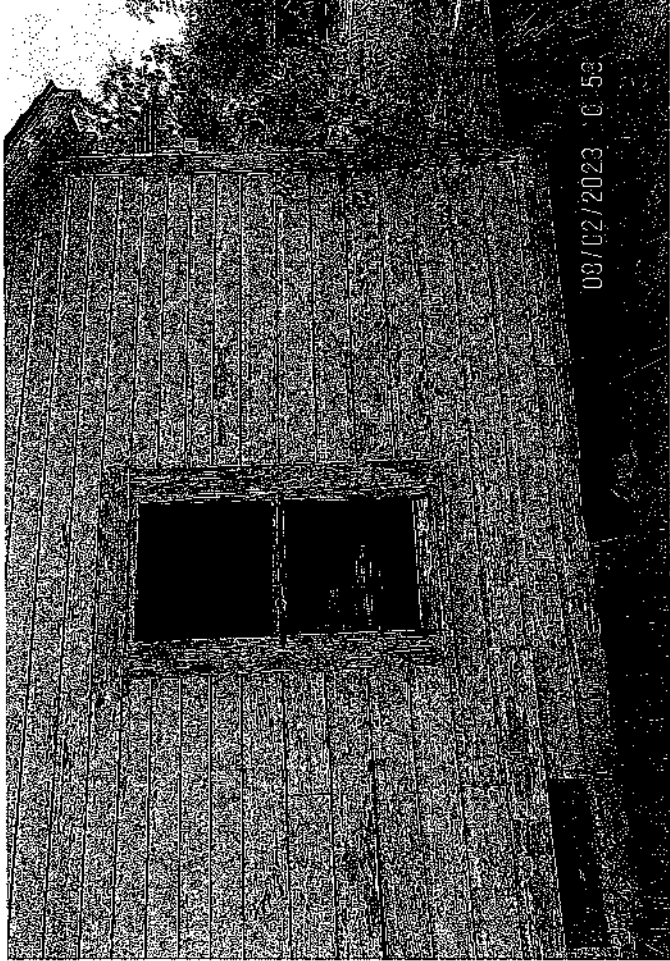
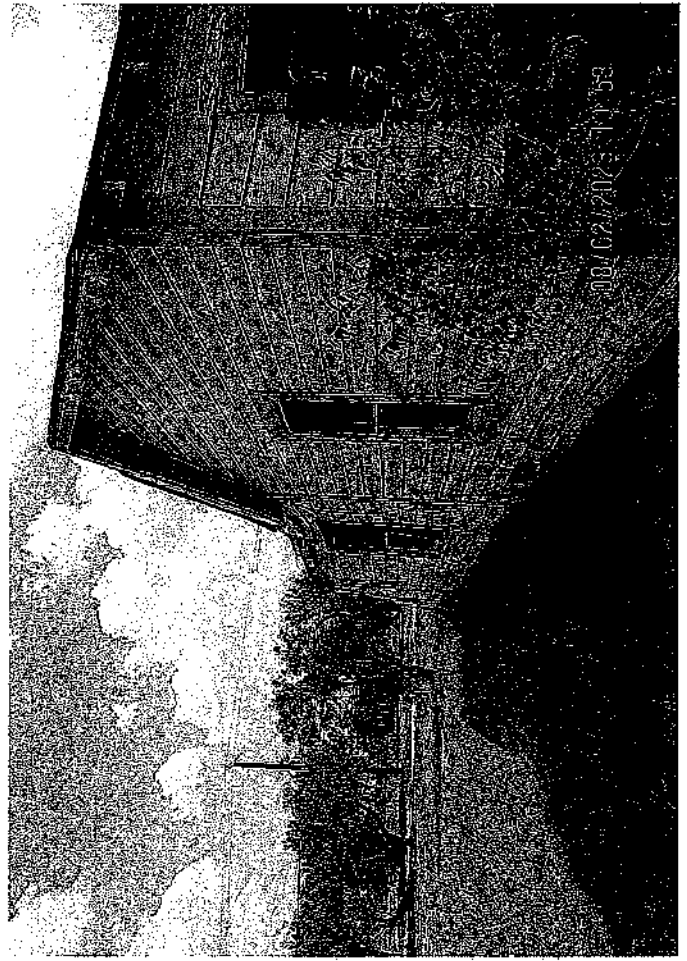
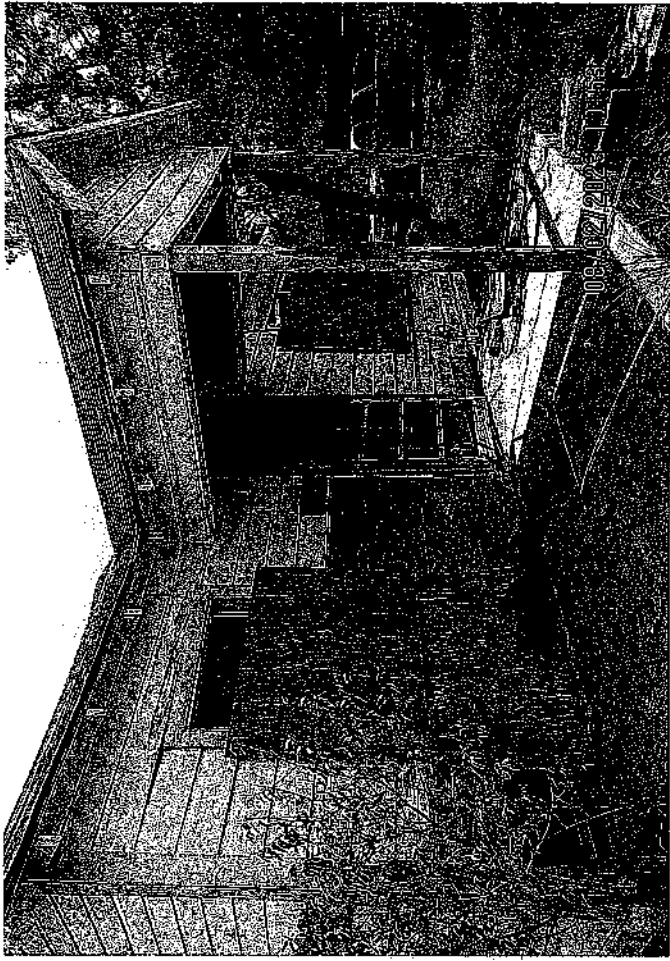


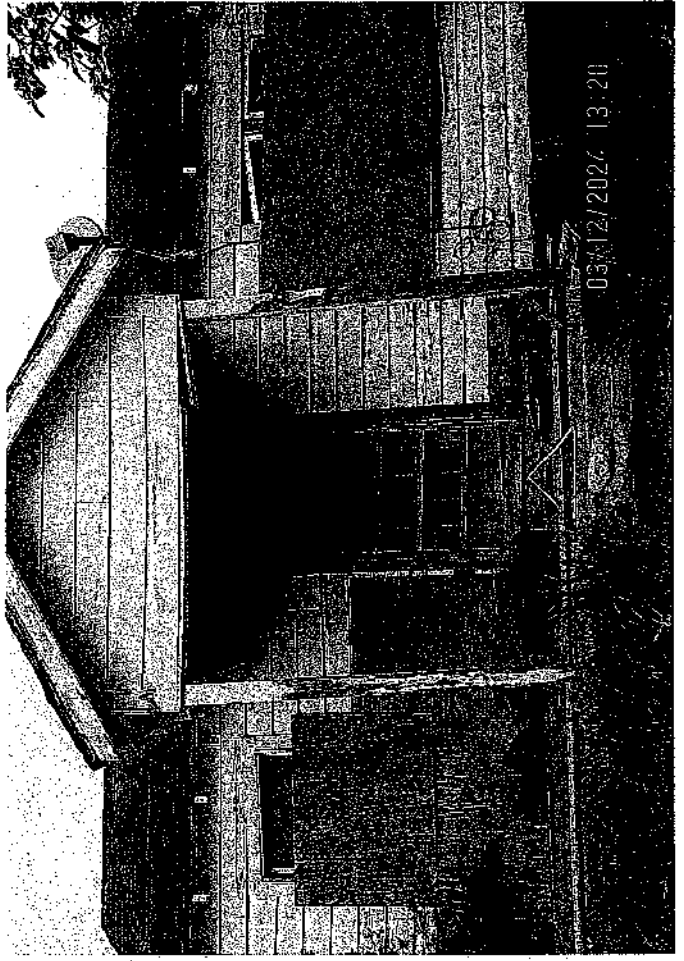
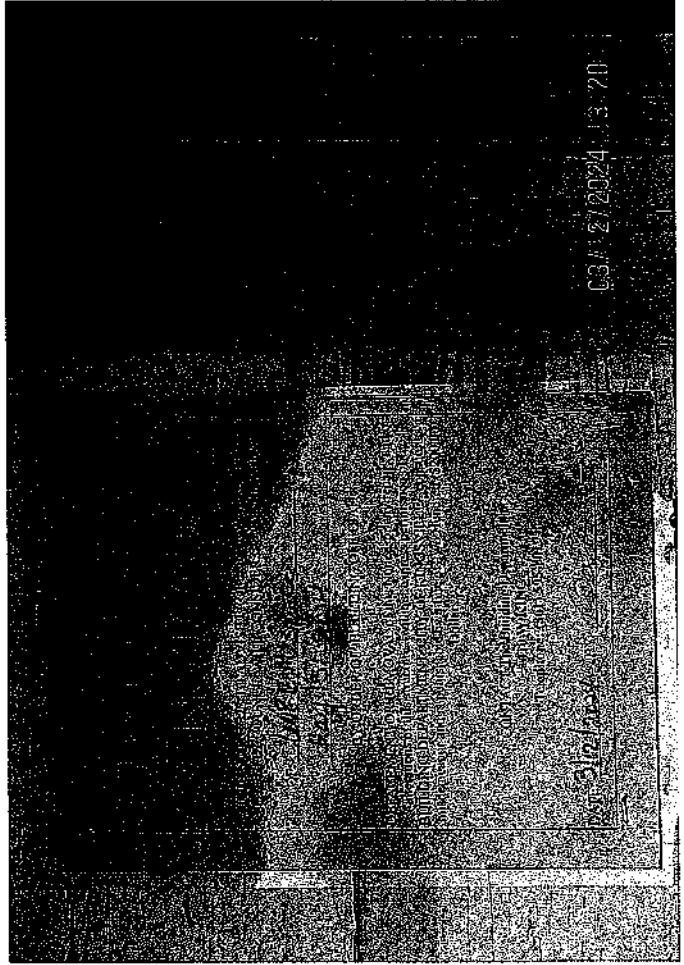
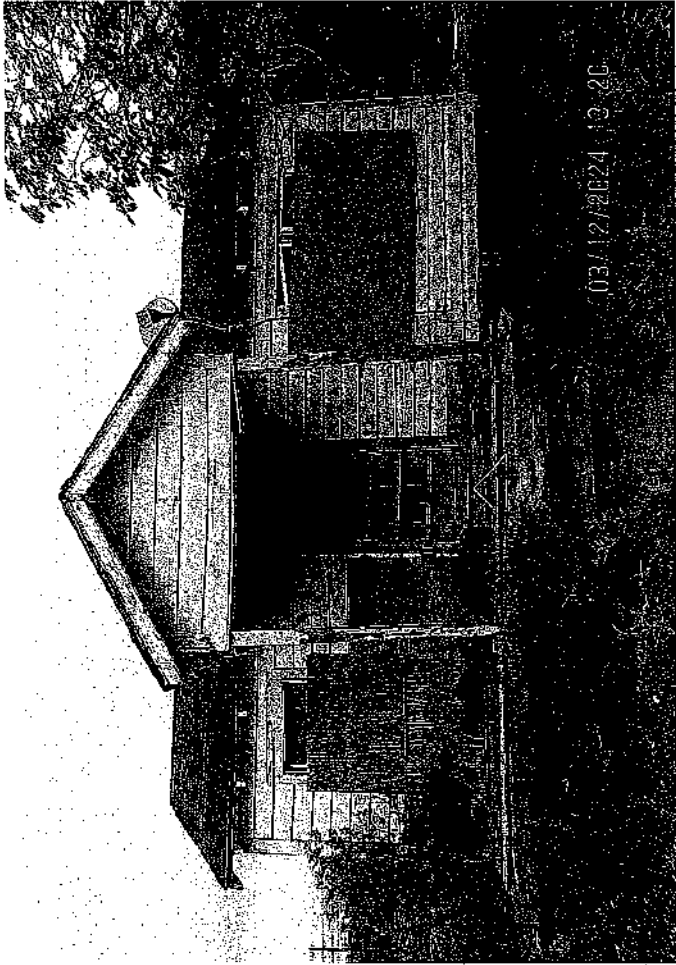












PUBLIC HEARING #6

Planning and Development Services
410 W King
Kingsville, TX 78363
PH: 361-595-8055



MEMO

Date: April 25th, 2024

To: Mark McLaughlin (City Manager)

From: Erik Spitzer (Director of Planning and Development Services)

Subject: **The City of Kingsville Planning and Development Services Department is seeking approval from the City Commissioners and Mayor to demolish 8 existing residences that have been determined to be in a “condemned” status by the Building Official**

Summary: The Department of Planning and Development Services has identified eight (8) properties that exist in a condemned status and seeks City Commission’s approval for their subsequent demolition on 13 May 2024. Required Public Notice of such desire was completed on 11 April 2024 and 25 April 2024.

Background: The City of Kingsville Code of Ordinances defines the building condemnation process in Section 15-1-165: “Condemned Building or structure; specifications.” The Planning and Development Services Department completed detailed inspections that revealed the unsafe and dilapidated state of the identified eight properties listed below; consequently, these buildings have been declared uninhabitable. In addition, those properties residing in the Historic District were approved for demolition by the Historical Development Board on 20 March 2024. The relevant owners have been duly notified and nothing has been accomplished to improve or remove the dilapidated structures.

Financial Impact: Cost of demolition incurred will be billed to owners.

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

1. 721 Alexander Ave
2. 608 E Mesquite Ave
- 3. 614 W Ave F
4. 219 E Richard Ave
5. 223 E Richard Ave
6. ~~227 E Richard Ave~~
7. 301 E Richard Ave
8. 529 E Johnston Ave

Erik Spitzer
Director of Planning and Development Services

KISD recognizes top district teachers, students



Pictured are all the KISD staff that worked with the students to succeed in the UIL competition and other competitive events. (Photos by Gloria Bigger-Cantu)



KISD district teachers were recognized at the March 25 school board meeting. Pictured from left, are Supt. Dr. Cissy Reynolds-Perez, Patricia Mendiatte, Elementary School Teacher of the Year, Perez Principal Dr. Esperanza De Leon, Rebecca Parkins, Secondary Teacher of the Year, Gillett Principal Tanya Williams. School board members pictured in the back from left are Joe Mirales, Martin Choza, Brian Caspi, Delma Salinas, James Gilling and Joseph Ruiz.



KISD Elementary and Secondary Campus Teachers of the Year were recognized at the March 25 school board meeting. Pictured from left are Susan Exler for HMK High School, HMKHS Principal Dr. Elys Williams, Patricia Mendiatte for Perez Elementary School, Perez Principal Dr. Esperanza De Leon, Yesenia Nieto for Harrel Elementary School, Harrel Principal Dalma Yangirre, Raul Enrique Castellano for Harvey Elementary School, Analisa Farah, Executive Director for Elementary Instruction (representing Harvey Principal Tamiya Trevino who was ill), Rebecca Parkins for Gillett Middle School, Gillett Principal Tanya Williams.



HMK High School music students are Texas All State members. Pictured from left are Sept. Dr. Cissy Reynolds-Perez, Emily De Santos, string bass, and Dacari Malone, Bass Clarinet.



HMK High School Jazz Band members received straight superior ratings at the Houston Jazz Festival, the UIL Region Solo and Ensemble and the TAMUK Jazz Festival. Pictured from left are Sept. Dr. Cissy Reynolds-Perez, Isabella Mirales, Ransell Medina, Michael Rosales, Juan Cantu, Emily De Santos and Julian Mendez.

U.S. Department of Energy to Hold Tribal-Only Listening Sessions on the Draft Environmental Impact Statement for Activities in Support of Commercial HALEU Production

DOE released a draft Environmental Impact Statement (EIS) evaluating the potential impacts of the Department's proposed action to acquire high-assay low-enriched uranium (HALEU) for commercial nuclear energy use and demonstration projects and to establish domestic commercial HALEU production. DOE is hosting two virtual and one in-person Tribal-only listening sessions to explain the process used to analyze the proposed action and alternatives and seek oral comments and feedback from Tribes on the draft EIS.

Please see below for information on the tribal-only listening sessions. For anyone unable to attend, the virtual sessions will be recorded and made available on the project website.

All attendees must register to attend these tribal-only listening sessions. Please visit <https://www.energy.gov/ha-leu-environmental-impact-statement> to register.

Tribal-Only Virtual Listening Sessions:

1. Wednesday, April 10, 2024, at 6:00 pm ET via Zoom.
2. Thursday, April 11, 2024, at 3:00 pm ET via Zoom.

In-Person Tribal-Only Listening Session:

1. Tuesday, April 16, 2024, in Chandler, AZ at 5:30 p.m. MST
- Upon registration, you will receive additional logistics and meeting details.

In addition to comments provided during the listening sessions, written comments may be submitted by mail or email now through April 22, 2024.

Written comments received through the mail must be postmarked by April 22, 2024, to ensure confidentiality.

Comments can be submitted to the following addresses:


Mail:

Mr. James Lovajoy
DOE EIS Document Manager
U.S. Department of Energy,
Idaho Operations Office,
1955 Fremont Avenue, MS 1235,
Idaho Falls, Idaho 83415

E-mail: HALEU-EIS@ha-leu.energy.gov

Tribal comments and feedback will help DOE further refine its analysis, identify new information, and consider additional alternatives in preparation of the final EIS. Responses to comments and any associated revisions will be included in the final EIS.

For more information on the virtual hearings and registration, and to access the draft EIS



KEEP AMERICA BEAUTIFUL GREAT AMERICAN CLEANUP

TRASH-OFF

The City of Kingsville will be hosting a TRASH-OFF
Citizens can dump their Trash for FREE!

Saturday, April 20, 2024 from 8:30 a.m. - 12 p.m.

---Weather Permitting---

Located at 6th Street & East Ave. B
Two blocks north of Kleberg Elementary School
You must provide proof of residency and utility bill.
No Contractors Allowed! Kingsville Residents Only!

We WILL Accept:

- Appliances (no refrigerators or freezers)
- Brush
- Furniture
- Tires (8 per vehicle)
- ONLY standard automobile tires

We WILL NOT Accept:

- Hazardous Waste
- Refrigerators or Freezers
- Concrete
- Household Gases
- Stumps or Roofing Shingles

Volunteers Needed!

Contact Code Compliance for more information at (361) 595-8893

PUBLIC NOTICE

The City Commission will meet on Monday May 13, 2024, 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:

219 E RICHARD
223 E RICHARD
227 E RICHARD
301 E RICHARD
404 W RICHARD
529 E JOHNSTON
608 E MESQUITE
614 W AVE F
721 ALEXANDER

If you are the property owner, holder of mortgage(s), or anyone having a substantial interest in any of 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 the agenda, please contact the Building Department at (361) 595-8019 or (361)

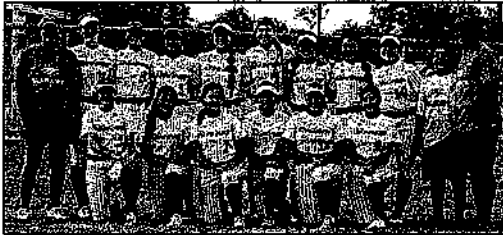
Lady Badgers reach playoffs



The Bishop Lady Badgers will play in the Class 4A softball B1-District playoffs against Port Isabel. It is a best-of-three series with Game One at 6 p.m. Thursday, April 25 at Port Isabel. Game Two will be at 6 p.m. in Bishop on Friday, April 26. Game Three, if necessary, will be at 3 p.m. Saturday, April 27 with place to be determined. For the Bishop games, all tickets are online only. No outside food or drinks allowed. (Contributed photo)



The Lady Lions captured the District Championship and now turn their sights to the Class 3A playoffs, where they look to return to the State finals once again. (Contributed photo)



The Riviera Lady Seahawks captured the District Championship and now turn their sights to the Class 2A playoffs, where they look to make a deep playoff run. (Contributed photo)

SGA ready for playoffs

By JT Swanson
Editor

The SGA Lady Lions (28-5 10-0) just completed the regular season with an undefeated District title, and now turn their sights to a bigger prize.

"It wasn't easy, but we made it look easy," Head Coach Thomas de los Santos said. "Our district has some tough teams. In fact, I wouldn't be at all surprised to look up and see all four of the teams from our district making runs in the playoffs. You look at London, Hebbronville, San Diego, they all have teams that can get on a run."

The Lady Lions will face Odem in a best-of-3 series beginning with a double header

in Robstown.

The first game will be held at 5 p.m., with Game Two set for 30 minutes after the first game ends.

Game Three, if necessary, will be held Saturday at 2 p.m.

"Odem has a good team and we will definitely not be looking past them," De los Santos said.

De los Santos said the Lady Lions, who finished as Class 3A runner-up last year, set an initial goal to win district.

Up next is the second part: getting back to Austin and winning it all this time.

Teams in SGA's region who the Lady Lions could meet if they continue to advance include Hallettsville and Jourdanton, squads they defeated

last season in the playoffs.

"As a team, our girls aren't looking past anyone," De los Santos said. "But my job as coach is to do some advanced scouting and have us prepared for any potential opponents."

SGA fields a deep and talented roster of batters.

They are also led by a trio of sophomore pitchers, each with the ability to shut down opponents.

D'Andra Fernandez headlines the group, after pitching most of the post-season games a year ago.

However, Levi Ruiz and Nathalia Escobedo have also proven their mettle in the first 35 games this season as well.

Riviera wins district title

By Ted Figueroa

Reporter
Call it a decade of dominance.

The Riviera Seahawk softball team captured their 10th consecutive district championship at the conclusion of the regular season.

The team went 10-0 in district play this year and are headed back to the playoffs as the No. 1 seed in B1-District.

The final game of the season was played last

week with a 14-0 victory over La Villa.

Pitcher Skyler Ramos had 10 strikeouts, Haley Alegria went 2 for 2 with 4 RBIs, and Angelica Ortega went 2 for 3 with 3 RBIs.

Riviera's playoff run is set to start this week with the best of three series beginning on Friday in Port Aransas at 7 p.m. Game two will be played in Riviera at noon on Saturday. Game three, if necessary, will be 30 minutes afterwards.



Regional dominance

HM King's Jashia Rivera qualified for State with a pair of individual Regional Championships and one runner-up finish during the meet held at TAMUK over the weekend. Rivera won the 110 meter hurdles in a time of 14.02 seconds, as well as a win in the 300m hurdles (37.50), and second place in the long jump (24-2). Rivera will next compete at the State meet in Austin. (Contributed photo)

PUBLIC NOTICE

The City Commission will meet on Monday May 13, 2024, 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:

- 219 E RICHARD
- 223 E RICHARD
- 227 E RICHARD
- 301 E RICHARD
- 404 W RICHARD
- 529 E JOHNSTON
- 608 E MESQUITE
- 614 W AVE F
- 721 ALEXANDER

If you are the property owner, holder of mortgage(s), or anyone having a substantial interest in any of 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 the agenda, please contact the Building Department at (361) 595-8019 or (361)

Driscoll ISD

Accepting Transfer Applications

Driscoll ISD is now accepting
K - 8th STUDENT TRANSFER APPLICATIONS
for the **2024 - 2025 SCHOOL YEAR**

Driscoll Independent School District, home of Driscoll Elementary and Middle School, a PK - 8th grade is now accepting transfer students in Kindergarten - 5th grades for the 2024-2025 school year. Students accepted for transfer will be on a **TUITION FREE** basis.

Space is limited! APPLY TODAY.

and your child(ren) will have exceptional teachers, one-to-one instructional technology, a state-of-the-art facility, and a challenging curriculum all in the comforts of a small class size environment. DISD offers a variety of extracurricular opportunities including Afterschool Clubs for all ages & Middle School cross-country, football, volleyball, basketball, track, baseball, softball and UIL Academics, enhance the overall academic program.

Applications may be picked up at the campus office or downloaded from the district website at www.driscollisd.us. Please contact the campus principal, Ms. Lynn Landenberg (llandenberg@driscollisd.us) at 367-7349 ext. 8166 or the school Superintendent, Dr. Cynthia M. Garcia (cogarcia@driscollisd.us) at ext. 8009 for more information.

Driscoll ISD



CITY OF KINGSVILLE

P.O. BOX 1458
KINGSVILLE, TX 78364

REPORT ADDRESS 614 W AVE F		INITIATED BY Kphillips	BUILDING OFFICIAL
LEGAL DESCRIPTION COLLEGE AC	BLOCK 8	LOT W50' SE/4	
OWNER NAME ALMEIDA DANIEL	OWNER'S ADDRESS 614 1/2 W AVE F	CITY/STATE/ZIP KINGSVILLE, TX 78363	

PROPERTY CONDITION REPORT

PICTURES TAKEN:	Y OR N	ACCEPTABLE			REASON CODE	COMMENT CODES
	Y	YES	NO	N/A		
Building			X		B, C, D, H, I, MI, NR	1, 2, 4, 5
Condition		X			OV	
Yard						
Condition		X				
Utilities						
Electric			X			
Gas			X			
Water			X			
Roof						
Covering			X			
Walls						
Exterior			X		B, C, D, H, I, MI, NR	1, 2, 4
Interior			X			
Ceilings			X			
Windows/Doors						
Secured			X		B, C, D, H, I, MI, NR	1, 2, 4
Condition			X			
Foundation						
Exterior			X		NR	
Interior				X		
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 NUCIANCE TO CHILDREN
2. A HARBOR FOR VAGRANTS, CRIMINAL AND IMMORAL PEOPLE
3. EVIDENCE OF ROACH, RAT, MOUSE, OR OTHER VERMIN FOUND
4. PARTIAL
5. UNCOVERED ROOF
6. GRAFFITI

BUILDING OFFICIAL COMMENTS:

THE STRUCTURE IS IN BAD REPAIR AND WAS NOTIFIED BY MANNY IN FEBRUARY 2022, NOTHING HAS BEEN DONE.

HAS BEEN WITHOUT WATER SINCE 6/29/2012 AND ELECTRICAL SINCE 2015

SIGNATURE: _____

CITY OF KINGSVILLE BUILDING OFFICIAL

DATE: 08/14/23

CONDEMNATION CHECKLIST

Property Address: 614 W Ave F Phone: _____
 Property Owner: Daniel Almerda Phone: _____
 Owner's Address: 614 W Ave F Fax: _____
Lingsville TX 78363

PLANNED DATE	ACTUAL DATE	ACTION
<input type="checkbox"/> <u>6-28-23</u>	<u>6-28-23</u>	1. Identify structure unfit for human habitation.
<input type="checkbox"/> <u>6-28-23</u>	<u>6-28-23</u>	2. Inspect Property. (Building Official)
<input type="checkbox"/> <u>8-14-2023</u>	<u>8-14-2023</u>	<input type="checkbox"/> a. Prepare inspection report and date.
<input type="checkbox"/> <u>8-14-2023</u>	<u>8-14-2023</u>	<input type="checkbox"/> b. Photograph property with date stamp.
<input type="checkbox"/> <u>8-14-2023</u>	<u>8-14-2023</u>	3. Determine ownership from county assessment & tax collection record.
<input type="checkbox"/> <u>8-15-2023</u>	<u>8-15-2023</u>	4. Obtain legal description.
<u>1-23-24</u>	<u>1-23-24</u>	5. Obtain or complete title report to verify ownership & other vested interests, such as mortgage holders, trustees, etc.
<input type="checkbox"/> _____	_____	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.
<input type="checkbox"/> _____	_____	7. 2 nd Notice Sent. (10 day response) (Optional)
<input type="checkbox"/> <u>3-4-24</u>	<u>3-4-24</u>	8. If response is not received or is not adequate, proceed as follows:
<input type="checkbox"/> <u>3-12-24</u>	<u>3-12-24</u>	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.
<input type="checkbox"/> <u>3-12-24</u>	<u>3-12-24</u>	<input type="checkbox"/> a. Owner unknown or whereabouts not known or such owner is a nonresident of Texas.
		1) Post affidavit in newspaper twice a week for one week
		10. Post sign on property advising date the City

3-12-2024 3-12-2024

3-12-2024 3-12-2024

Council will consider condemnation of structure.

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

12. Photograph posted sign with date stamp.

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.

PROPERTY 18729 R
 Full Description
 ALLEGE AC, BLOCK 8, LOT W50' SE/4
 OWNER ID 62158
 OWNERSHIP 100.00%
 ALMEIDA DANIEL
 614 1/2 W F AVE
 KINGSVILLE, TX 78363-3163
 Ref ID: R18729
 Map ID C2
 800819003192

IMPROVEMENTS 20,530
 LAND MARKET + 6,120
 MARKET VALUE = 26,650
 PRODUCTIVITY LOSS - 0
 APPRAISED VALUE = 26,650
 HS CAP LOSS - 0
 ASSESSED VALUE = 26,650

APPR VAL METHOD: Cost
 SKETCH for Improvement #1 (RESIDENTIAL)
 GENERAL
 LAST APPR. IE
 LAST APPR. YR 2023
 LAST INSP. DATE 07/30/2023
 NEXT INSP. DATE
 LDR
 KT REASON
 MARKS

FOR 2023 ADD NBHD PER IE 7/30/23 JO -- FOR
 2023 CHG LAND TABLE PER IE 7/28/23 7/29/23
 JO -- FOR 2022 NC - UPDATE PER SCHEDULES
 PER IE/AM 6/13/22 6/22/22 JO -- FOR 2020

BUILDING PERMITS
 SUE DT PERMIT TYPE PERMIT AREA ST PERMIT VAL

LE DT PRICE GRANTOR DEED INFO
 01/2016 ADAMS HUBERT (LI DEATH / /
 15/1997 ADAMS HUBERT GFT / 149 / 68
 UNKNOWN OT / /

JOB: S168 100.00% NBHD:

TYPE	DESCRIPTION	MTHD	CLASS	SUBCL	AREA	UNIT PRICE	UNITS	BUILT	EEF	YR	COND.	VALUE	DEPR	PHYS	ECON	FLUNC	COMP	ADJ	ADJ VALUE
MA	MAIN AREA	R		FF3/	660.0	60.16	1	1955	1982	*	39,710	43%	70%	100%	100%	100%	100%	0.30	11,950
SPFA	SCREEN PORCH	R		y/	120.0	15.04	1	1955	1982	*	1,810	43%	70%	100%	100%	100%	100%	0.30	540
MADF	MAIN ADDITIO	R		y/	240.0	60.16	1	1955	1982	*	14,440	43%	70%	100%	100%	100%	100%	0.30	4,350
CPFA	CARPORTR FRAM	R		y/	420.0	9.02	1	1955	1982	*	3,790	43%	70%	100%	100%	100%	100%	0.30	1,140
RESIDENTIAL					1,440.0						59,750							1.10	17,980
																		1.10	19,780

IMPROVEMENT FEATURES
 Foundation 1 FD8
 Exterior Wall 1 EWB
 Interior Finish 1 IN1
 Roof Style RT2,RM1
 Flooring 1 FL2
 Heating/Cooling 1 HA2
 Plumbing 1 P1

LAND INFORMATION

LAND INFORMATION	UNIT PRICE	GROSS VALUE	ADJ MASS	ADJ VAL	SRC	IRR Acres	Capacity	Oil Wells
50X150	122.40	6,120	1.00	1.00	A	0	0	0
		6,120	NO	NO				
		6,120						

QLS TABLE SC HS
 FF120D140 A1 N
 METH PF
 DIMENSIONS 50X150
 JBD: S168 100.00% NBHD:
 DESCRIPTION
 A1
 riment: F: 50 R: 50 D: 150 FF

OPERTY 18729 R
 1st Description
 LLEGE AC, BLOCK 8, LOT W50' SE/4
 Ref ID: R18729
 Map ID C2
 :800819003192

OWNER ID
 62158
 OWNERSHIP
 100.00%

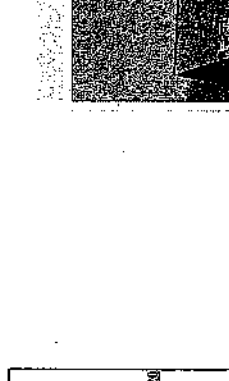
ALMEIDA DANIEL
 614 1/2 W F AVE
 KINGSVILLE, TX 78363-3163

IMPROVEMENTS 20,530
 LAND MARKET + 6,120
 MARKET VALUE = 26,650
 PRODUCTIVITY LOSS - 0
 APPRAISED VALUE = 26,650
 HS CAP LOSS - 0
 ASSESSED VALUE = 26,650

100%
 100%
 100%
 100%

CAD
 CKI
 GKL
 SKI
 WST

ACRES:
 EFF. ACRES:
 APPR VAL METHOD: Cost
 SKETCH for Improvement #2 (RESIDENTIAL)



FOR 2023 ADD NBHD PER IE 7/30/23 JO -- FOR
 2023 CHG LAND TABLE PER IE 7/28/23 7/29/23
 JO -- FOR 2022 NC - UPDATE PER SCHEDULES
 PER IE/AM 6/13/22 6/22/22 JO -- FOR 2020

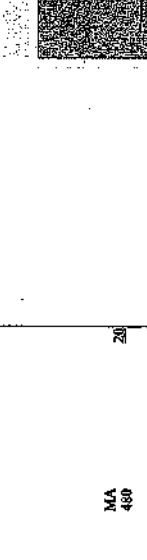
BUILDING PERMITS
 SUE DT PERMIT TYPE PERMIT AREA ST PERMIT VAL

GRANTOR DEED INFO
 ADAMS HUBERT (LI DEATH //
 ADAMS HUBERT GFT / 149 / 68
 UNKNOWN OT //

JOB: S166 100.00% NBHD:
 TYPE DESCRIPTION METH CLASS/SUBCL AREA UNIT PRICE/UNITS BUILT EFF YR COND. VALUE DEPR PHYS ECON FUNCG COMP ADJ ADJ VALUE
 MA MAIN AREA R FF3/ 480.0 1955 1982 31,200 43% 5% 100% 100% 100% 0.02 670
 OPFA OPEN PORCH F 25.0 1955 1982 13,000 43% 5% 100% 100% 100% 0.02 10
 RESIDENTIAL STCD: A1 505.0 31,530
 Homesite: N 1.10 750

IMPROVEMENT INFORMATION
 FOUNDATION 1 FD8
 EXTERIOR WALL 1 EW2
 INTERIOR FINISH 1 IN1
 ROOF STYLE RT2, RM1
 FLOORING 1 FL3
 HEATING/COOLING 1 HA2
 PLUMBING 1 1

LAND INFORMATION
 DIMENSIONS UNIT PRICE GROSS VALUE ADJ MASS ADJ VAL SRC MKT VAL AG APPLY AG CLASS AG TABLE AG UNIT PRC AG VALUE
 IRR Wells: 0 Capacity: 0 IRR Acres: 0 Oil Wells: 0



PICTURE

2023 PRELIMINARY ROLL
CKI - CITY OF KINGSVILLE

Geo ID Order

07/31/2023 20:29PM

Prop ID	Owner	%	Legal Description	Values
16096	64200	100.00	R Geo: 116800817000192 COLLEGE AC, BLOCK 8, LOT N55X102' NE COR SE/4	Effective Acres: 0.000000 Imp HS: 13,930 Market: 19,470 Imp NHS: 0 Prod Loss: 0 Land HS: 5,540 Appraised: 19,470 Land NHS: 0 Cap: 814 C2 Prod Use: 0 Assessed: 18,656 Prod Mkt: 0 Exemptions: HS
State Codes: A Situs: 1609 N 1ST ST				Acre: 0.0000 Map ID: Mtg Cd: DBA:

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE			18,656	0	18,656	0.825000	153.91

16850	30610	100.00	R Geo: 116800819000192 COLLEGE AC, BLOCK 8, LOT E50' W/2, SE/4	Effective Acres: 0.000000 Imp HS: 0 Market: 26,950 Imp NHS: 20,830 Prod Loss: 0 Land HS: 0 Appraised: 26,950 Land NHS: 6,120 Cap: 0 C2 Prod Use: 0 Assessed: 26,950 Prod Mkt: 0 Exemptions:
State Codes: A Situs: 610 W AVE F TX				Acre: 0.0000 Map ID: Mtg Cd: DBA:

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE			26,950	0	26,950	0.825000	222.34

17479	61786	100.00	R Geo: 116800819001192 COLLEGE AC, BLOCK 8, LOT E102' X S95' SE/4	Effective Acres: 0.000000 Imp HS: 0 Market: 9,840 Imp NHS: 0 Prod Loss: 0 Land HS: 0 Appraised: 9,840 Land NHS: 9,840 Cap: 0 C2 Prod Use: 0 Assessed: 9,840 Prod Mkt: 0 Exemptions:
State Codes: C1 Situs: 604 W AVE F				Acre: 0.0000 Map ID: Mtg Cd: DBA:

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE			9,840	0	9,840	0.825000	81.18

18729	62158	100.00	R Geo: 116800819003192 COLLEGE AC, BLOCK 8, LOT W50' SE/4	Effective Acres: 0.000000 Imp HS: 0 Market: 26,650 Imp NHS: 20,530 Prod Loss: 0 Land HS: 0 Appraised: 26,650 Land NHS: 6,120 Cap: 0 C2 Prod Use: 0 Assessed: 26,650 Prod Mkt: 0 Exemptions:
State Codes: A Situs: 614 W AVE F TX				Acre: 0.0000 Map ID: Mtg Cd: DBA:

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE			26,650	0	26,650	0.825000	219.86

19134	70804	100.00	R Geo: 116800825000192 COLLEGE AC, BLOCK 8, LOT E50' SW/4	Effective Acres: 0.000000 Imp HS: 79,950 Market: 86,070 Imp NHS: 0 Prod Loss: 0 Land HS: 6,120 Appraised: 86,070 Land NHS: 0 Cap: 18,189 C2 Prod Use: 0 Assessed: 67,881 Prod Mkt: 0 Exemptions: DV3, HS, OV65
State Codes: A Situs: 618 W AVE F				Acre: 0.0000 Map ID: Mtg Cd: DBA:

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE			67,881	20,400	47,481	0.825000	391.72

19931	16704	100.00	R Geo: 116800827000192 COLLEGE AC, BLOCK 8, LOT W150' SW/4	Effective Acres: 0.000000 Imp HS: 0 Market: 18,360 Imp NHS: 0 Prod Loss: 0 Land HS: 0 Appraised: 18,360 Land NHS: 18,360 Cap: 0 C2 Prod Use: 0 Assessed: 18,360 Prod Mkt: 0 Exemptions:
State Codes: C1 Situs: 1600 N WELLS BLK				Acre: 0.0000 Map ID: Mtg Cd: DBA:

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE			18,360	0	18,360	0.825000	151.47

21679	59780	100.00	R Geo: 116801018000192 COLLEGE AC, BLOCK 10, LOT E50' E100' W200' S/2	Effective Acres: 0.000000 Imp HS: 0 Market: 22,600 Imp NHS: 16,600 Prod Loss: 0 Land HS: 0 Appraised: 22,600 Land NHS: 6,000 Cap: 0 C2 Prod Use: 0 Assessed: 22,600 Prod Mkt: 0 Exemptions:
State Codes: A Situs: 510 W CORRAL AVE TX				Acre: 0.0000 Map ID: Mtg Cd: DBA:

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE			22,600	0	22,600	0.825000	186.45

DELINQUENT TAX STATEMENT SUMMARY



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

Certified Owner:

**ALMEIDA DANIEL
614 1/2 W F AVE
KINGSVILLE, TX 78363-3163**

Legal Description:

COLLEGE AC, BLOCK 8, LOT W50' SE/4

Account No: 116800819003192

**2022 Value: \$23,590
Appr. Dist. No.: 18729**

**Legal Acres: .1722
Parcel Address: 614 WAVEF**

As of Date: 08/10/2023 Cause No: 8039C

Print Date: 08/10/2023 Printed By: JLARA

Year	Tax Units	Remaining Levy	IF PAID BY August 31, 2023		IF PAID BY October 2, 2023		IF PAID BY October 31, 2023	
			Penalty Interest	Total	Penalty Interest	Total	Penalty Interest	Total
2012	137 900 901 905	\$257.51	\$481.02	\$738.53	\$484.11	\$741.62	\$487.21	\$744.72
2013	137 900 901 905	\$973.26	\$1,677.91	\$2,651.17	\$1,689.58	\$2,662.84	\$1,701.26	\$2,674.52
2014	137 900 901 905	\$973.35	\$1,537.89	\$2,511.24	\$1,549.58	\$2,522.93	\$1,561.25	\$2,534.60
2015	137 900 901 905	\$994.10	\$1,427.53	\$2,421.63	\$1,439.45	\$2,433.55	\$1,451.39	\$2,445.49
2016	137 900 901 905	\$607.12	\$784.39	\$1,391.51	\$791.69	\$1,398.81	\$798.96	\$1,406.08
2017	137 900 901 905	\$601.26	\$690.24	\$1,291.50	\$697.46	\$1,298.72	\$704.69	\$1,305.95
2018	137 900 901 905	\$596.77	\$599.16	\$1,195.93	\$606.31	\$1,203.08	\$613.48	\$1,210.25
2019	137 900 901 905	\$922.34	\$793.21	\$1,715.55	\$804.28	\$1,726.62	\$815.33	\$1,737.67
2020	137 900 901 905	\$822.51	\$588.91	\$1,411.42	\$598.78	\$1,421.29	\$608.68	\$1,431.19
2022	137 900 901 905	\$753.53	\$322.53	\$1,076.06	\$331.54	\$1,085.07	\$340.60	\$1,094.13

TOTAL AMOUNT DUE: \$16,404.54 \$16,494.53 \$16,584.60

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 THE KLEBERG COUNTY TAX OFFICE REGARDING A RIGHT YOU MAY HAVE TO ENTER INTO AN INSTALLMENT AGREEMENT DIRECTLY WITH THE TAX COLLECTOR FOR THE KLEBERG COUNTY TAX OFFICE FOR THE PAYMENT OF THESE TAXES.

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



Print Date: 08/10/2023

Appr. Dist. No.: 18729

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 1 6 8 0 0 8 1 9 0 0 3 1 9 2 *

116800819003192

**ALMEIDA DANIEL
614 1/2 W F AVE
KINGSVILLE, TX 78363-3163**

If Paid By	Amount Due
August 31, 2023	\$16,404.54
October 2, 2023	\$16,494.53
October 31, 2023	\$16,584.60
Amount Paid:	\$ _____

DELINQUENT TAX STATEMENT SUMMARY



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

Certified Owner:
ALMEIDA DANIEL
 614 1/2 W F AVE
 KINGSVILLE, TX 78363-3163

Legal Description:
 COLLEGE AC, BLOCK 8, LOT W50' SE/4

Account No: 116800819003192 **2022 Value: \$23,590** **Legal Acres: .1722**
As of Date: 08/10/2023 **Appr. Dist. No.: 18729** **Parcel Address: 614 WAVE F**
Cause No: 8039C **Print Date: 08/10/2023** **Printed By: JLARA**

Year	Tax Units	Remaining Levy	IF PAID BY August 31, 2023		IF PAID BY October 2, 2023		IF PAID BY October 31, 2023	
			Penalty Interest	Total	Penalty Interest	Total	Penalty Interest	Total

TOTAL AMOUNT DUE: **\$16,404.54** **\$16,494.53** **\$16,584.60**

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

Print Date: 08/10/2023

Appr. Dist. No.: 18729

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



116800819003192

ALMEIDA DANIEL
 614 1/2 W F AVE
 KINGSVILLE, TX 78363-3163

If Paid By	Amount Due
August 31, 2023	\$16,404.54
October 2, 2023	\$16,494.53
October 31, 2023	\$16,584.60
Amount Paid:	\$ _____

✂
31.1.52

DELINQUENT TAX STATEMENT SUMMARY



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

Certified Owner:

ALMEIDA DANIEL
 614 1/2 W F AVE
 KINGSVILLE, TX 78363-3163

Legal Description:

COLLEGE AC, BLOCK 8, LOT W50' SE/4

Account No: 116800819003192

2023 Value: \$26,650
 Appr. Dist. No.: 18729

Legal Acres: .1722
 Parcel Address: 614 WAVE F

As of Date: 01/18/2024 Cause No: 8039C

Print Date: 01/18/2024 Printed By: JLARA

Year	Tax Units	Remaining Levy	IF PAID BY January 31, 2024		IF PAID BY February 29, 2024		IF PAID BY April 1, 2024	
			Penalty Interest	Total	Penalty Interest	Total	Penalty Interest	Total

TOTAL AMOUNT DUE: \$17,147.09 \$17,420.09 \$17,526.54

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

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



Print Date: 01/18/2024

Appr. Dist. No.: 18729

31.1.54

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 1 6 8 0 0 8 1 9 0 0 3 1 9 2 *

116800819003192

ALMEIDA DANIEL
 614 1/2 W F AVE
 KINGSVILLE, TX 78363-3163

If Paid By	Amount Due
January 31, 2024	\$17,147.09
February 29, 2024	\$17,420.09
April 1, 2024	\$17,526.54
Amount Paid:	\$ _____

DELINQUENT TAX STATEMENT SUMMARY



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

Certified Owner:

**ALMEIDA DANIEL
614 1/2 W F AVE
KINGSVILLE, TX 78363-3163**

Legal Description:

COLLEGE AC, BLOCK 8, LOT W50' SE/4

Account No: 116800819003192

**2023 Value: \$26,650
Appr. Dist. No.: 18729**

**Legal Acres: .1722
Parcel Address: 614 WAVEF**

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Year	Tax Units	Remaining Levy	IF PAID BY January 31, 2024		IF PAID BY February 29, 2024		IF PAID BY April 1, 2024	
			Penalty Interest	Total	Penalty Interest	Total	Penalty Interest	Total
2012	137 900 901 905	\$83.19	\$160.40	\$243.59	\$161.37	\$244.56	\$162.38	\$245.57
2013	137 900 901 905	\$973.26	\$1,736.30	\$2,709.56	\$1,747.99	\$2,721.25	\$1,759.68	\$2,732.94
2014	137 900 901 905	\$973.35	\$1,596.27	\$2,569.62	\$1,607.97	\$2,581.32	\$1,619.66	\$2,593.01
2015	137 900 901 905	\$994.10	\$1,487.18	\$2,481.28	\$1,499.10	\$2,493.20	\$1,511.04	\$2,505.14
2016	137 900 901 905	\$607.12	\$820.82	\$1,427.94	\$828.10	\$1,435.22	\$835.40	\$1,442.52
2017	137 900 901 905	\$601.26	\$726.31	\$1,327.57	\$733.55	\$1,334.81	\$740.75	\$1,342.01
2018	137 900 901 905	\$596.77	\$634.98	\$1,231.75	\$642.12	\$1,238.89	\$649.29	\$1,246.06
2019	137 900 901 905	\$922.34	\$848.56	\$1,770.90	\$859.62	\$1,781.96	\$870.68	\$1,793.02
2020	137 900 901 905	\$822.51	\$638.26	\$1,460.77	\$648.13	\$1,470.64	\$658.03	\$1,480.54
2022	137 900 901 905	\$753.53	\$367.72	\$1,121.25	\$376.78	\$1,130.31	\$385.80	\$1,139.33
2023	137 900 901 905	\$802.86	\$0.00	\$802.86	\$185.07	\$987.93	\$203.54	\$1,006.40

TOTAL AMOUNT DUE:

\$17,147.09

\$17,420.09

\$17,526.54

Tax Unit Codes:

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

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



31.1.54

Print Date: 01/18/2024

Appr. Dist. No.: 18729

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**



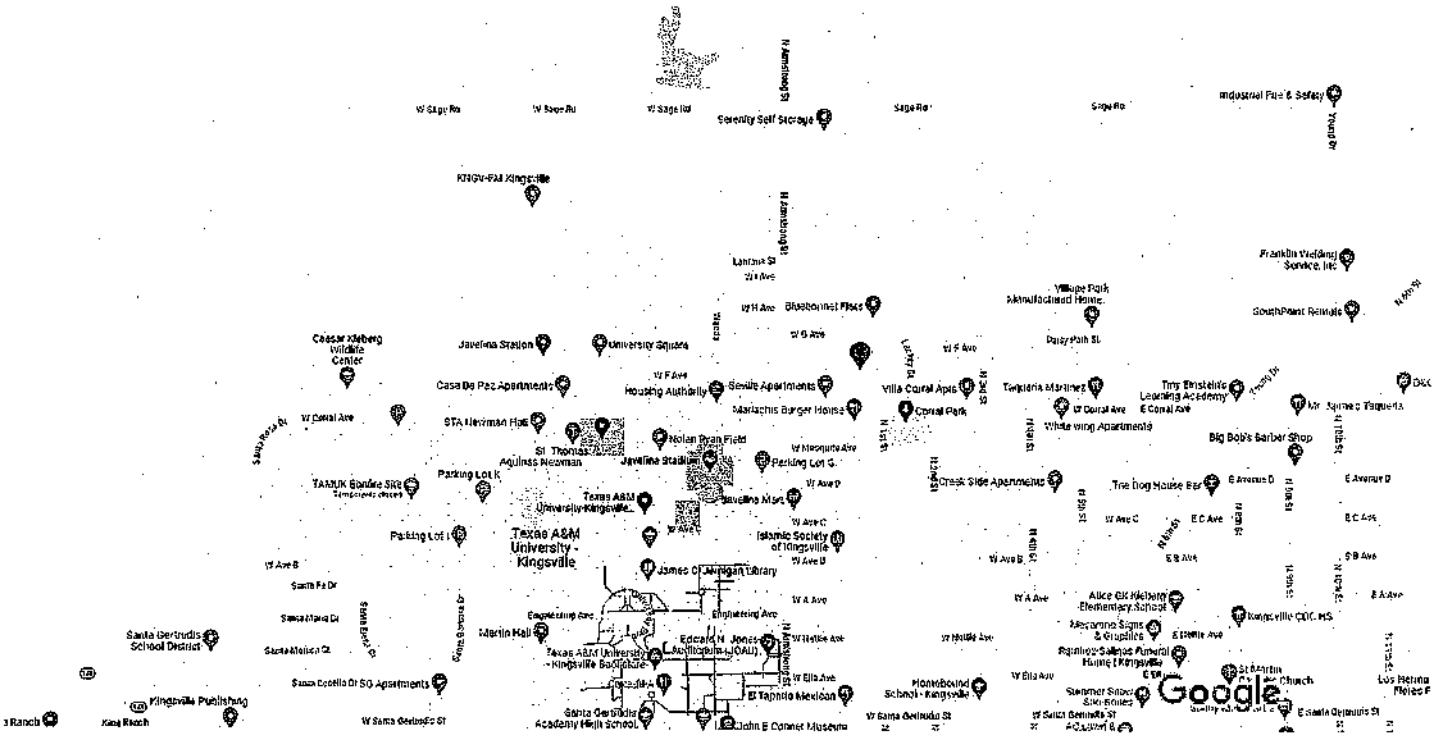
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116800819003192

**ALMEIDA DANIEL
614 1/2 W F AVE
KINGSVILLE, TX 78363-3163**

If Paid By	Amount Due
January 31, 2024	\$17,147.09
February 29, 2024	\$17,420.09
April 1, 2024	\$17,526.54
Amount Paid:	\$ _____

Google Maps 614 W F Ave



614 W F Ave

Building



Directions



Save



Nearby



Send to phone



Share



614 W F Ave, Kingsville, TX 78363

CITY OF KINGSVILLE



P. O. BOX 1458 - KINGSVILLE, TEXAS 78364

AUGUST 15, 2023

DANIEL ALEMEIDA
614 1/2 W AVE F AVE
KINGSVILLE TX, 78363

Re: COLLEGE AC, BLOCK 8, LOT W/50' SE/4 614 W AVE F KINGSVILLE TX

Dear Sir or Madam:

It has been determined that the structure at **614 W AVE F 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,



Belinda Tarver
Building Official

CITY OF KINGSVILLE



P. O. BOX 1458 - KINGSVILLE, TEXAS 78364

JANUARY 23, 2024

DANIEL ALEMEIDA
614 1/2 W AVE F AVE
KINGSVILLE TX, 78363

Re: COLLEGE AC, BLOCK 8, LOT W50' SE/4 614 W AVE F KINGSVILLE TX 78363

Dear Sir or Madam:

It has been determined that the structure at 614 W AVE F 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 King'sville'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.

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- (B) The condemned buildings or structures mentioned in division (A) shall be determined to be such under the following listed terms and conditions:
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 - (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.
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 - (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

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('62 Code, § 4-6-1)

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If these violations are not mitigated within thirty (30) calendar days of the date of this letter, a condemnation will be processed through the 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.

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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,



Belinda Tarver
Building Official



BUILDING DEPARTMENT

City of Kingsville
Phone: 361-595-8019

CERTIFIED MAIL – RETURN RECEIPT #7021 0950 0000 4793 9118

MARCH 4, 2024

DANIEL ALMEIDA
614 ½ W AVE F
KINGSVILLE, TX 78363

Re: **HEARING FOR PROPERTY AT 614 W AVE F KINGSVILLE TX**

Dear Sir or Madam:

On AUGUST 15, 2023, a letter was sent from the City of Kingsville stating that your property located at **614 W AVE F** 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, MAY 13, 2024, 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 **MAY 13, 2024.**

The hearing will take place at the Helen Kleberg Groves Community Room located on the first floor of City Hall, 400 West King, 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,

Belinda Tarver
Building Official

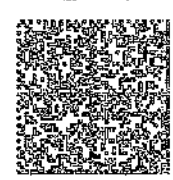


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KINGSVILLE, TEXAS 78364

FIRST CLASS



US POSTAGE AND PITNEY BOWES
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Daniel Almeida
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TC 78363

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UNABLE TO FORWARD
MANUAL PROC REQ *1310-09917-25-41

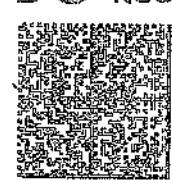
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CITY OF KINGSVILLE

P.O. BOX 1458 - KINGSVILLE, TEXAS 78364

FIRST CLASS



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Daniel Almeida
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NGSVILLE, TEXAS 78364

Daniel Almeida

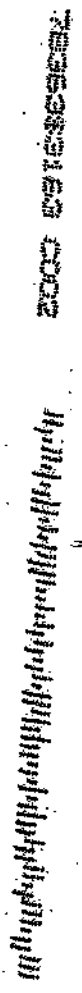
*614 1/2 W Ave F
Nagsville, TX 78363*

78363 8593 8593

RETURN TO SENDER
IF ADDRESSEE
UNABLE TO FORWARD

MANUAL PROC REQ *1310-82324-18-42

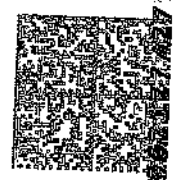
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*Daniel Almeida
614 1/2 W Ave F
Nagsville, TX 78363*

NSN

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FIRST-CLASS

TEXAS 78364

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IF ADDRESSEE
UNABLE TO FORWARD

NSN
78364-1458

RC: 78364145858

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PUBLIC NOTICE

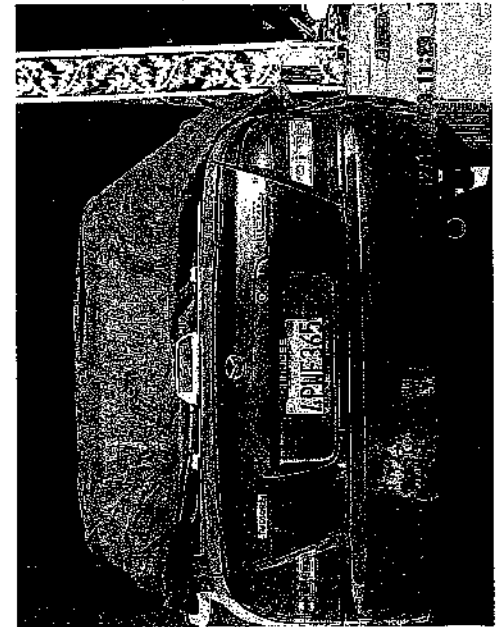
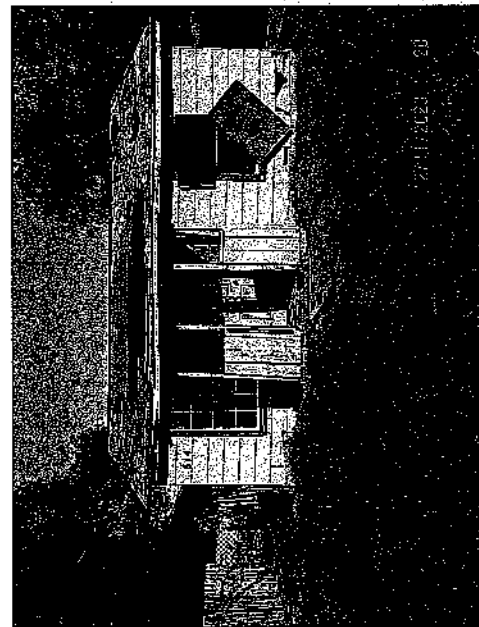
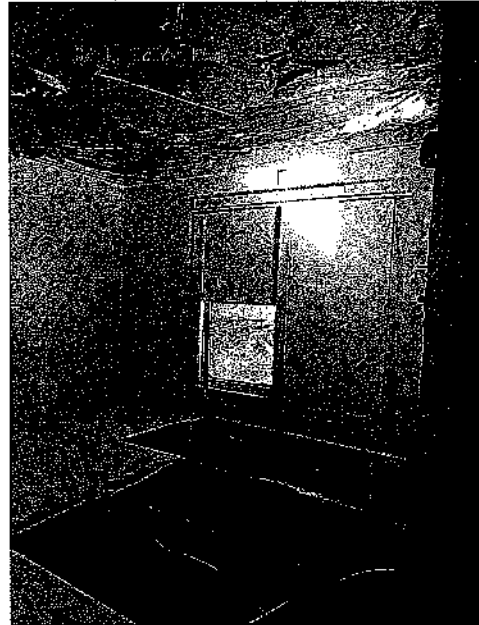
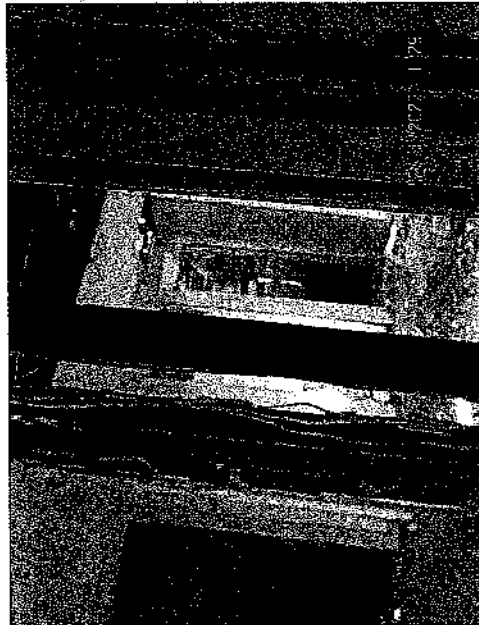
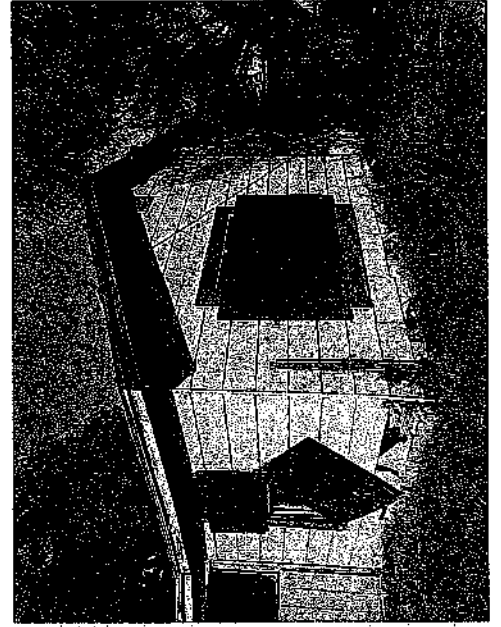
The City Commission will meet on Monday May 13, 2024, at 5:00 P.M. The following items are set for public hearing and discussion and / or action:

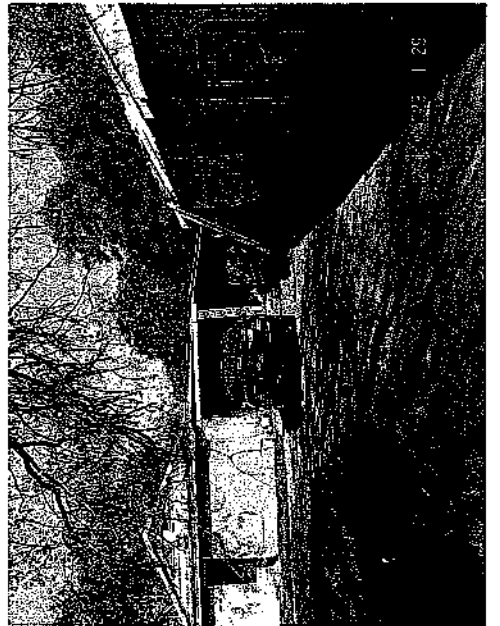
Request to condemn the unsafe structures located at:

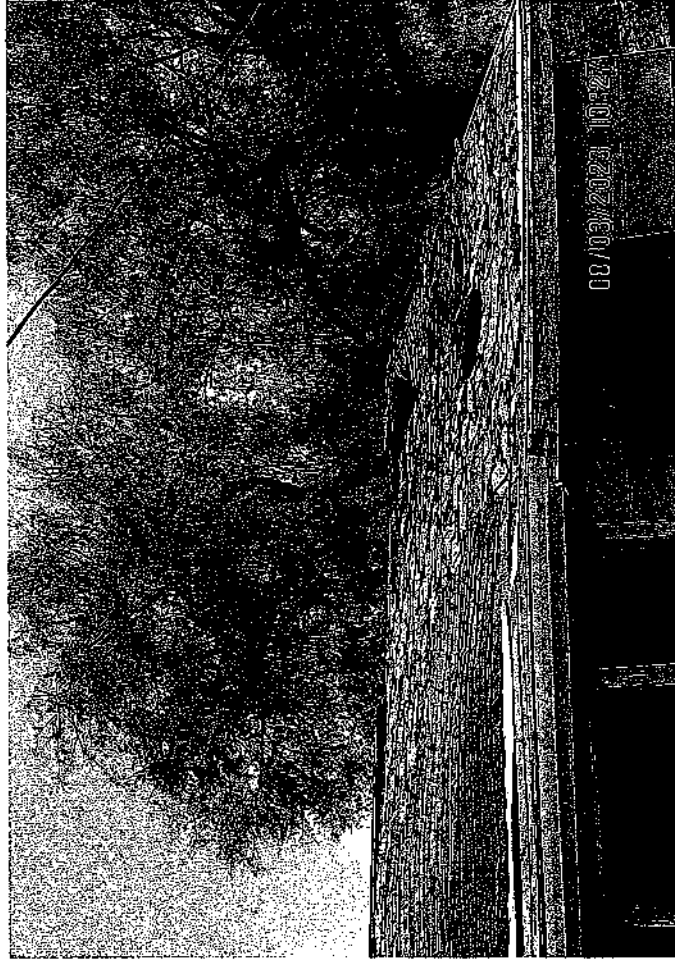
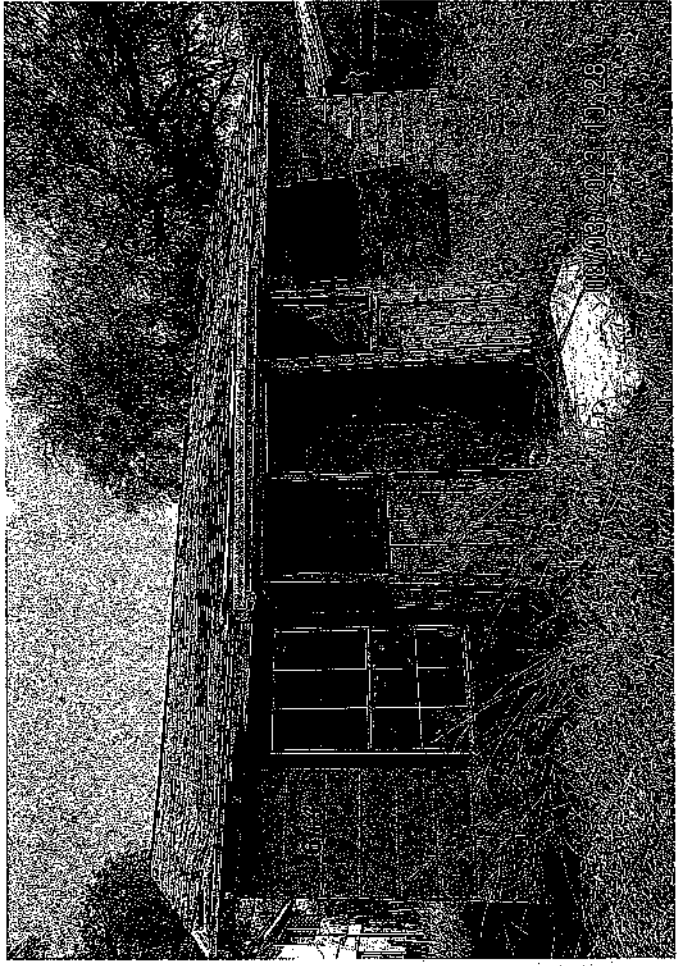
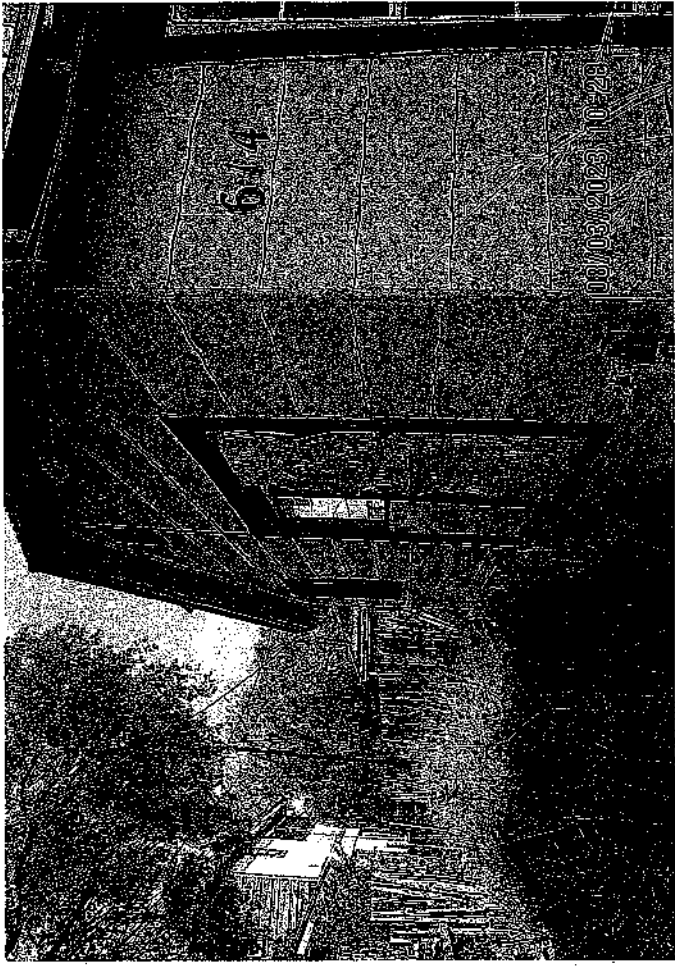
219 E RICHARD
223 E RICHARD
227 E RICHARD
301 E RICHARD
404 W RICHARD
529 E JOHNSTON
608 E MESQUITE
614 W AVE F
721 ALEXANDER

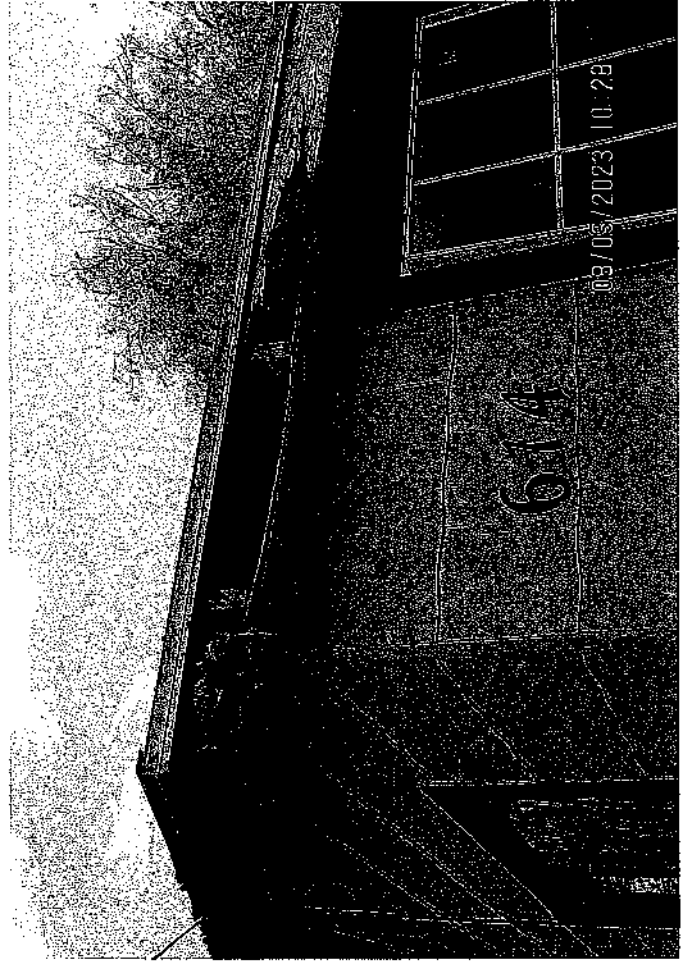
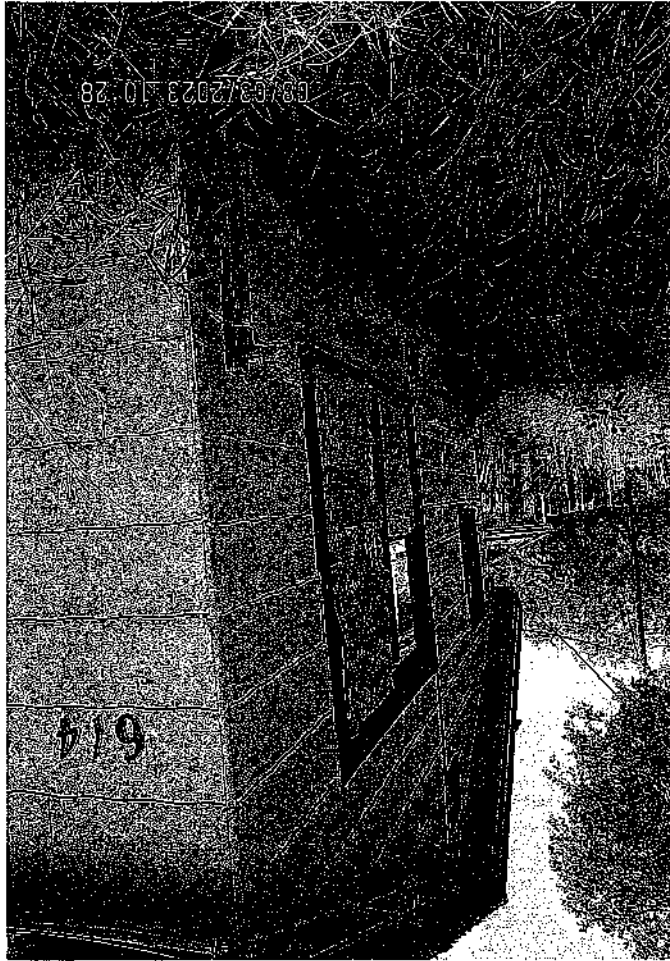
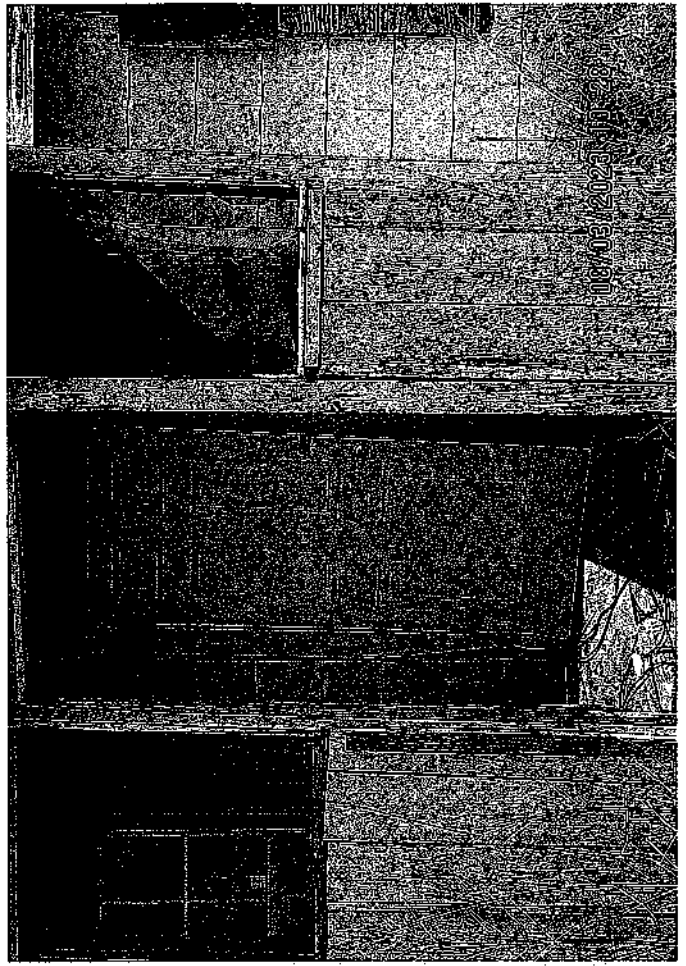
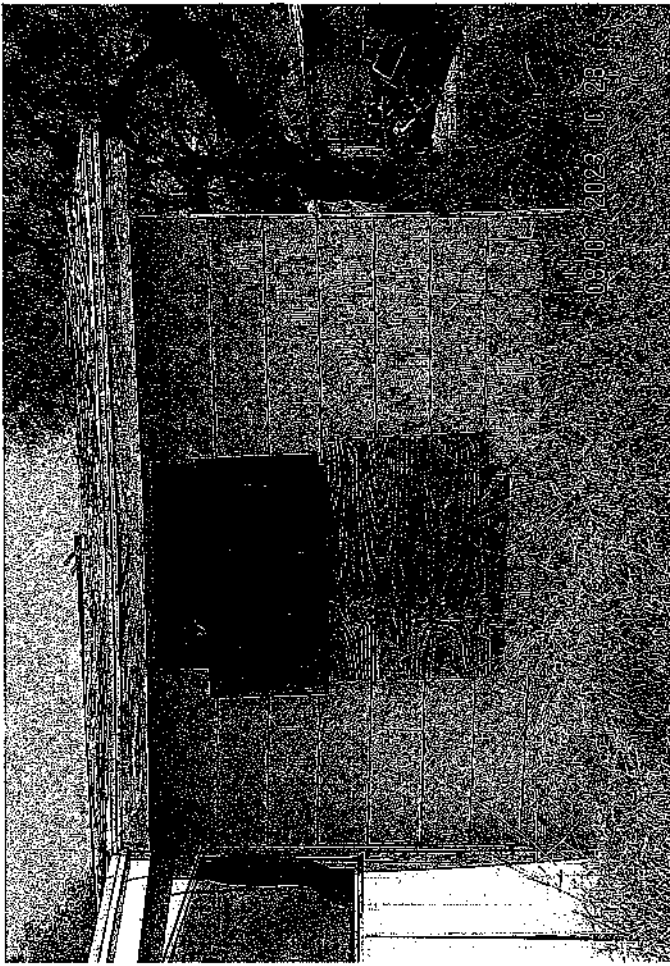
If you are the property owner, holder of mortgage(s), or anyone having a substantial interest in any of these properties, we would request that you attend the meeting. The meeting will be held at City Hall, 400 West King, at the Helen Kleberg Groves Community Room.

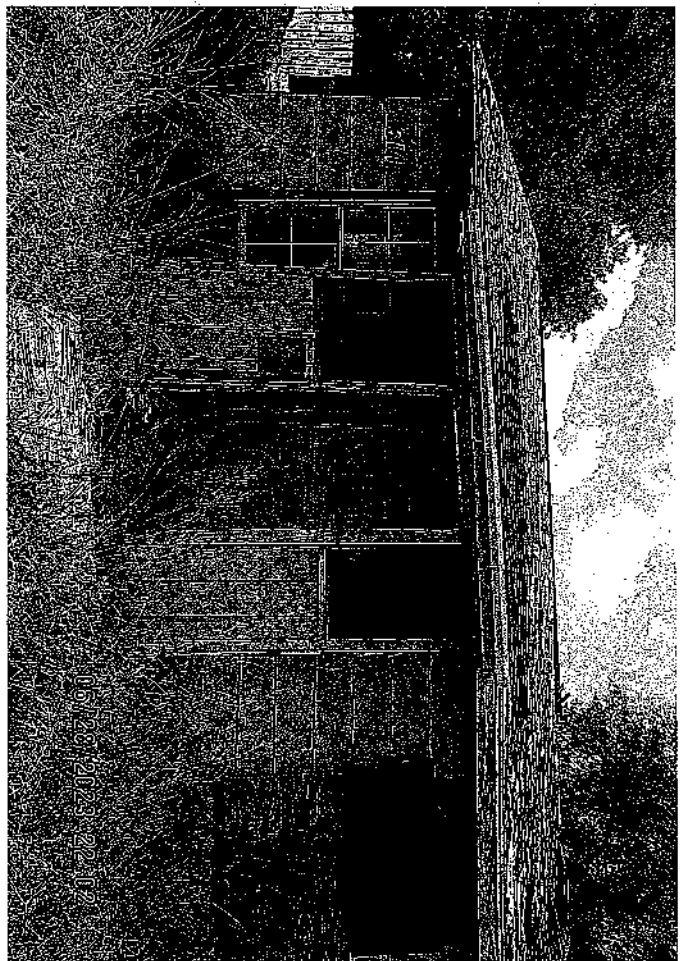
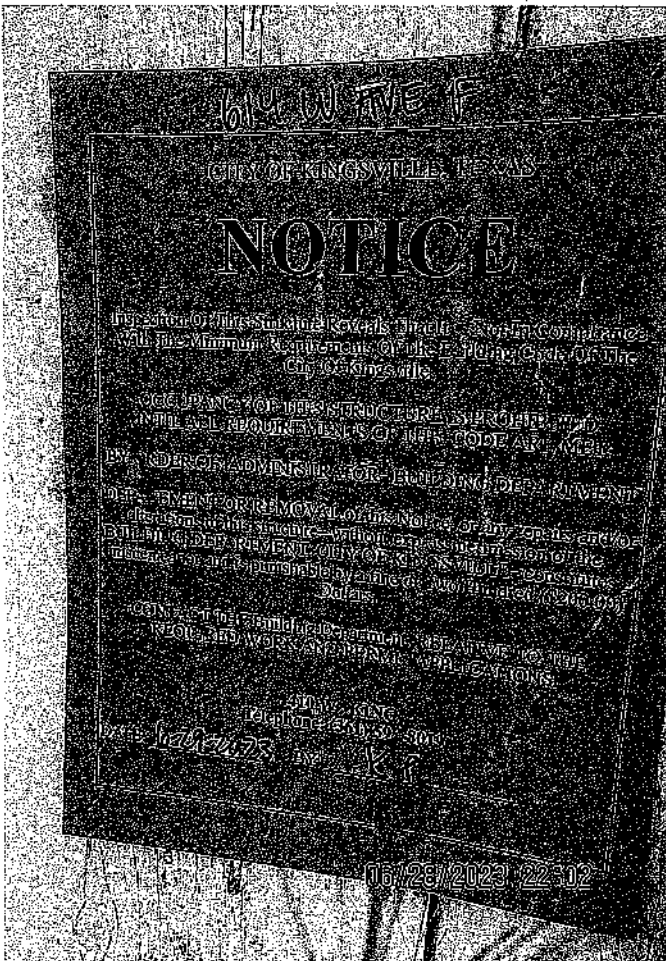
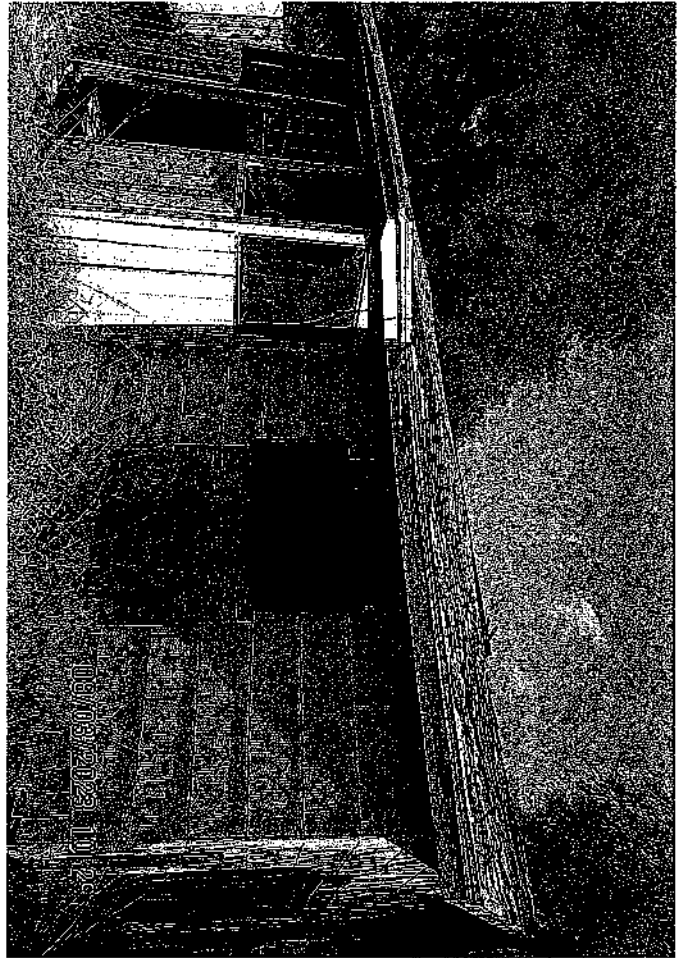
If you have any questions about the items on the agenda, please contact the Building Department at (361) 595-8019 or (361) 595-8020.

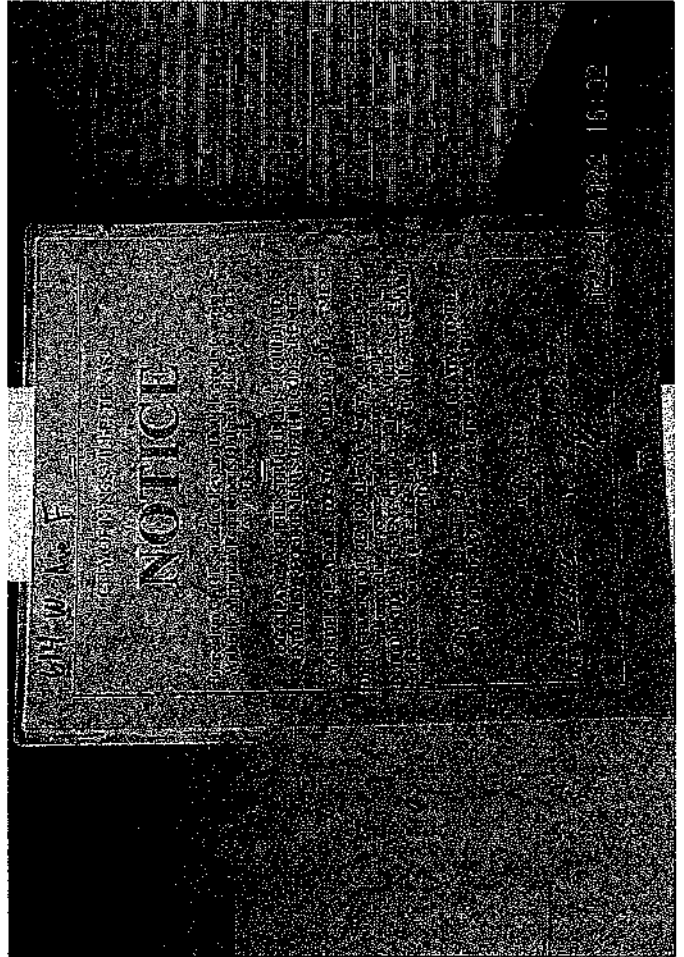
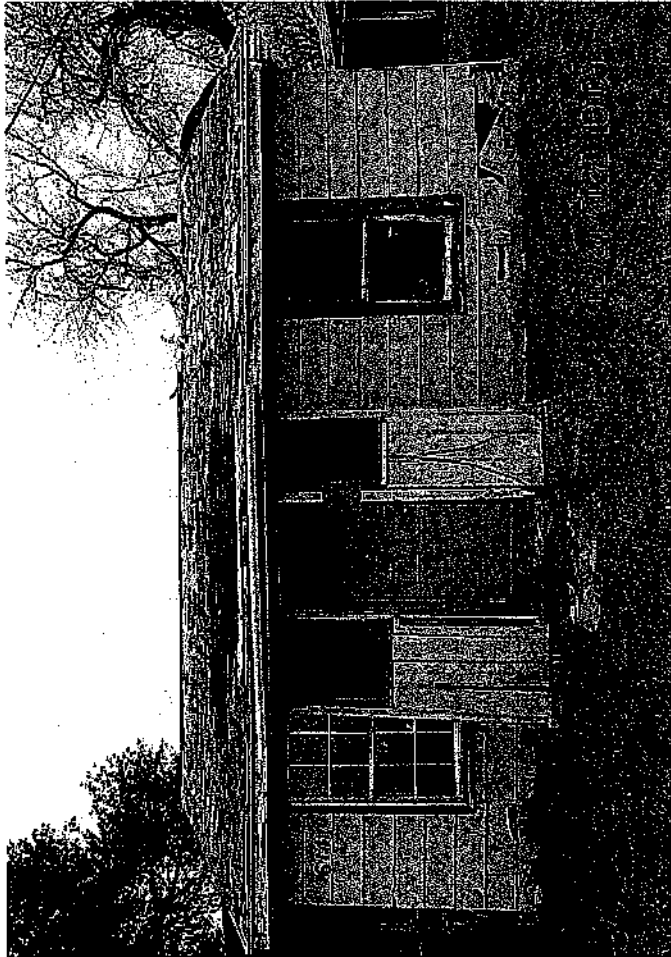
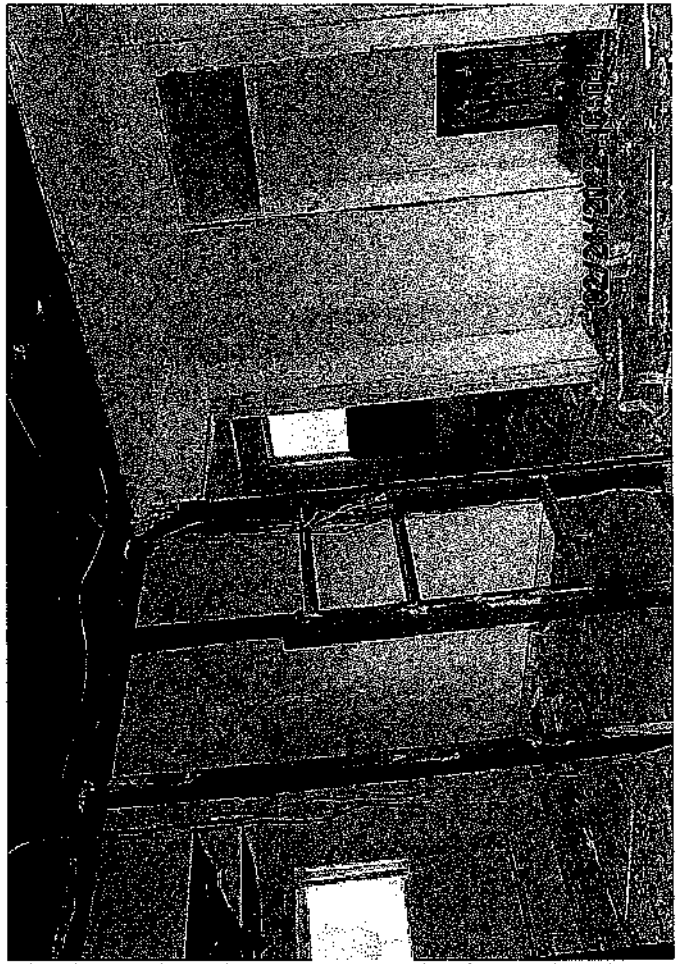


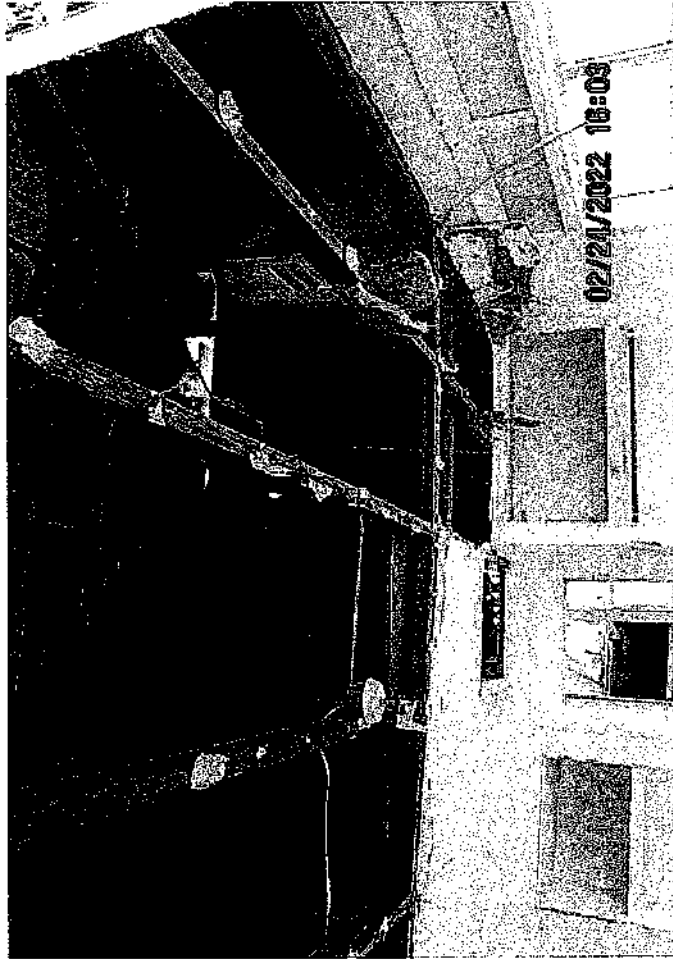


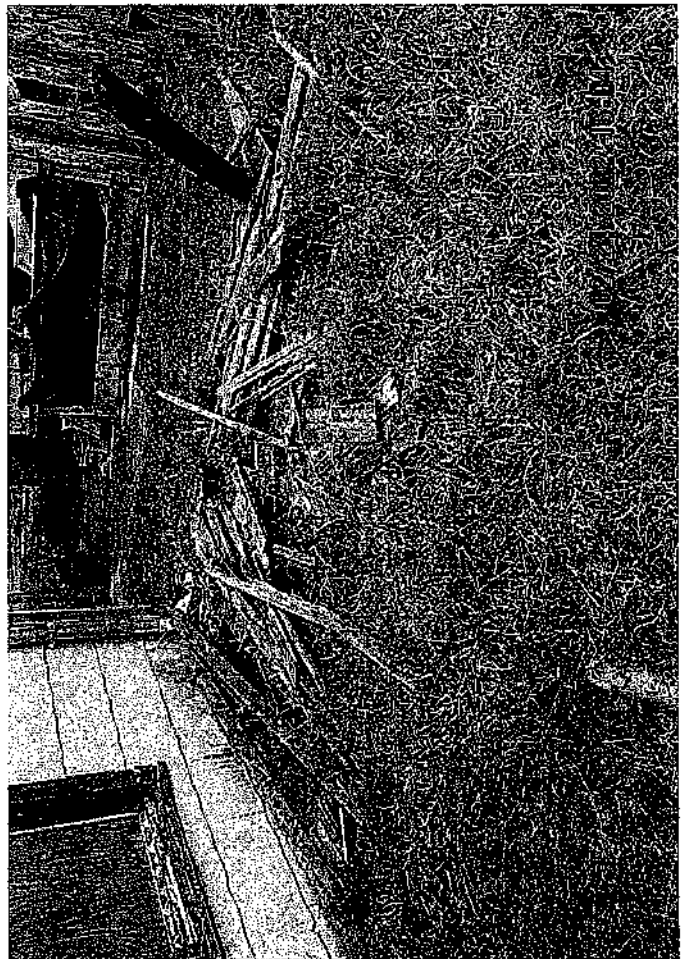


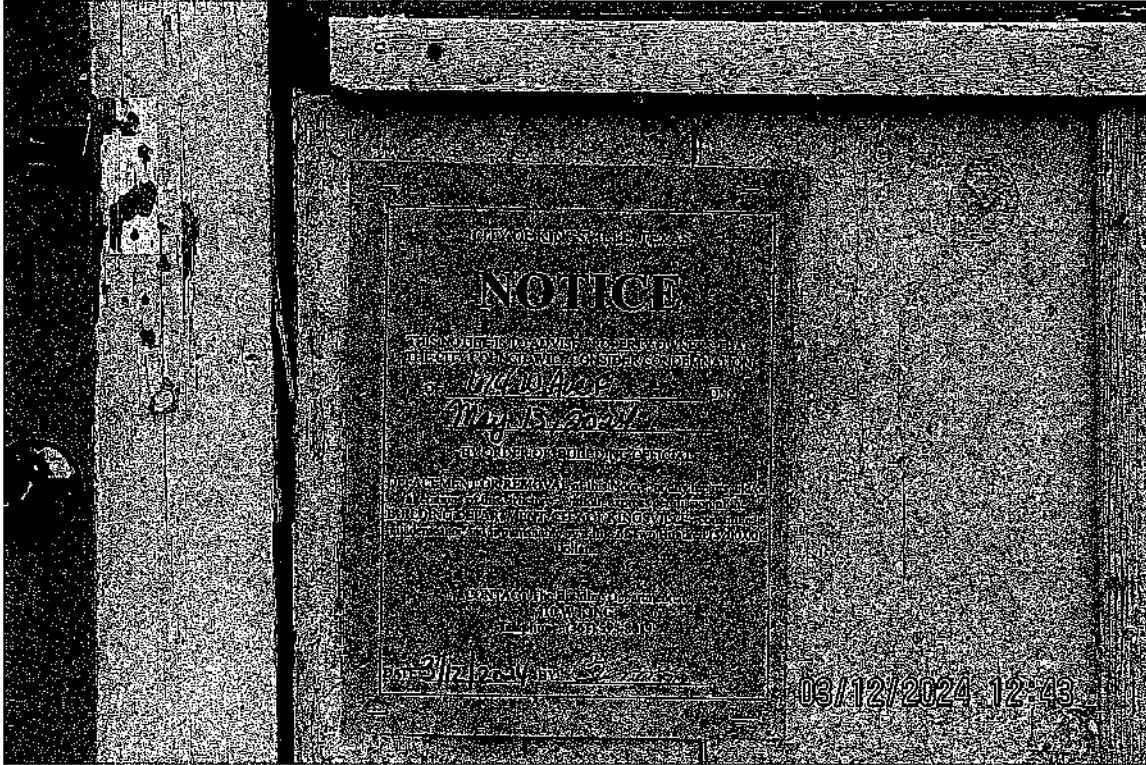












PUBLIC HEARING #7

Planning and Development Services
410 W King
Kingsville, TX 78363
PH: 361-595-8055



MEMO

Date: April 25th, 2024

To: Mark McLaughlin (City Manager)

From: Erik Spitzer (Director of Planning and Development Services)

Subject: **The City of Kingsville Planning and Development Services Department is seeking approval from the City Commissioners and Mayor to demolish 8 existing residences that have been determined to be in a “condemned” status by the Building Official**

Summary: The Department of Planning and Development Services has identified eight (8) properties that exist in a condemned status and seeks City Commission’s approval for their subsequent demolition on 13 May 2024. Required Public Notice of such desire was completed on 11 April 2024 and 25 April 2024.

Background: The City of Kingsville Code of Ordinances defines the building condemnation process in Section 15-1-165: “Condemned Building or structure; specifications.” The Planning and Development Services Department completed detailed inspections that revealed the unsafe and dilapidated state of the identified eight properties listed below; consequently, these buildings have been declared uninhabitable. In addition, those properties residing in the Historic District were approved for demolition by the Historical Development Board on 20 March 2024. The relevant owners have been duly notified and nothing has been accomplished to improve or remove the dilapidated structures.

Financial Impact: Cost of demolition incurred will be billed to owners.

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

1. 721 Alexander Ave
2. 608 E Mesquite Ave
3. 614 W Ave F
4. 219 E Richard Ave
5. 223 E Richard Ave
6. ~~227 E Richard Ave~~
7. 301 E Richard Ave
- 8. 529 E Johnston Ave

Erik Spitzer
Director of Planning and Development Services

KISD recognizes top district teachers, students



Pictured are all the KISD staff that worked with the students to succeed in the UIL competition and other competitive events. (Photos by Gloria Biggen-Costa)



KISD district teachers were recognized at the March 26 school board meeting. Pictured from left, are Supt. Dr. Cissy Reynolds-Perez, Patricia Mendietta, Elementary School Teacher of the Year, Perez Principal Dr. Esperanza De Leon, Rebecca Perkins, Secondary Teacher of the Year, Gillett Principal Tanya Williams. School board members pictured in the back from left are Joe Mirales, Martin Chapa, Brian Coufal, Delana Salinas, James Glasing and Joseph Rait.



KISD Elementary and Secondary Campus Teachers of the Year were recognized at the March 26 school board meeting. Pictured from left are Susan Etaler for HMK High School, HMKHS Principal Dr. Elys Williams, Patricia Mendietta for Perez Elementary School, Perez Principal Dr. Esperanza DeLeon, Yasenia Nieto for Harrel Elementary School, Harrel Principal Delma Yeager, Raul Enrique Castellano for Harvey Elementary School, Arelisa Parah, Executive Director for Elementary Instruction (representing Harvey Principal Tommie Trevino who was ill), Rebecca Perkins for Gillett Middle School, Gillett Principal Tanya Williams.



HMK High School music students are Texas All State members. Pictured from left are Supt. Dr. Cissy Reynolds-Perez, Emily De Santos, string bass, and Dacari Malone, Bass Clarinet.



HMK High School Jazz Band members received straight superior ratings at the Houston Jazz Festival, the UIL Region Solo and Ensemble and the TAMUJ Jazz Festival. Pictured from left are Supt. Dr. Cissy Reynolds-Perez, Isabella Mendez, Randall Medina, Michael Rosales, Juan Cantu, Emily De Santos and Julian Mendez.

U.S. Department of Energy to Hold Tribal-Only Listening Sessions on the Draft Environmental Impact Statement for Activities in Support of Commercial HALEU Production

DOE released a draft Environmental Impact Statement (EIS) evaluating the potential impacts of the Department's proposed action to acquire high-assay low-enriched uranium (HALEU) for commercial nuclear energy use and demonstration projects and to establish domestic commercial HALEU production. DOE is hosting two virtual and one in-person Tribal-Only Listening sessions to explain the process used to analyze the proposed action and alternatives and seek out comments and feedback from Tribes on the draft EIS.

Please see below for information on the tribal-only listening sessions. For anyone unable to attend, the virtual sessions will be recorded and made available on the project website.

All attendees must register to attend these tribal-only listening sessions. Please visit <https://www.energy.gov/tribal/haeu-environmental-impact-statement> to register.

Tribal-Only Virtual Listening Sessions:

- Wednesday, April 10, 2024, at 6:00 pm ET via Zoom.
- Thursday, April 11, 2024, at 9:00 pm ET via Zoom.

In-Person Tribal-Only Listening Session:

- Tuesday, April 16, 2024, in Chandler, AZ at 5:30 p.m. MST

* Upon registration, you will receive additional logistics and contact details.

In addition to comments provided during the listening sessions, written comments may be submitted by mail or email now through April 22, 2024.

Written comments received through the mail must be postmarked by April 22, 2024, to ensure consideration.

Comments can be submitted to the following addresses:


Mail:

Mr. James Lovejoy
DOE EIS Document Manager
U.S. Department of Energy,
Idaho Operations Office,
1955 Pleasant Avenue, BMS 1235,
Idaho Falls, Idaho 83415

E-mail: HALEU-EIS@nuclear.energy.gov

Tribal comments and feedback will help DOE further refine its analysis, identify new information, and consider additional alternatives in preparation of the final EIS. Responses to comments and any associated revisions will be included in the final EIS.

For more information on the virtual hearing and registration, and to access the draft EIS



KEEP AMERICA BEAUTIFUL GREAT AMERICAN CLEANUP

TRASH-OFF

The City of Kingsville will be hosting a TRASH-OFF
Citizens can dump their Trash for FREE!

Saturday, April 20, 2024 from 8:30 a.m. - 12 p.m.

Weather Permitting

Located at 6th Street & East Ave. B
Two blocks north of Kleberg Elementary School
You must provide proof of residency and utility bill.
No Contractors Allowed! Kingsville Residents Only!

We WILL Accept:

- Appliances (no refrigerators or freezers)
- Drish
- Furniture
- Tires (3 per vehicle)
- ONLY standard automobile tires

We WILL NOT Accept:

- Hazardous Waste
- Refrigerators or Freezers
- Concrete
- Household Garbage
- Sheetrock or Roofing Scraps

WOLUNTEERS WELCOM!

Contact Code Compliance for more information at (361) 595-8888

PUBLIC NOTICE

The City Commission will meet on Monday May 13, 2024, 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:

219 E RICHARD
223 E RICHARD
227 E RICHARD
301 E RICHARD
404 W RICHARD
529 E JOHNSTON
608 E MESQUITE
614 W AVE F
721 ALEXANDER

If you are the property owner, holder of mortgage(s), or anyone having a substantial interest in any of 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 the agenda, please contact the Building Department at (361) 595-8019 or (361)

Lady Badgers reach playoffs



The Bishop Lady Badgers will play in the Class 4A softball B-District playoffs against Port Isabel. It is a best-of-three series with Game One at 5 p.m. Thursday, April 25 at Port Isabel. Game Two will be at 6 p.m. in Bishop on Friday, April 26. Game Three, if necessary, will be at 3 p.m. Saturday, April 27 with place to be determined. For the Bishop game, all tickets are online only. No outside food or drinks allowed. (Contributed photo)



The Lady Lions captured the District Championship and now turn their sights to the Class 3A playoffs, where they look to return to the State finals once again. (Contributed photo)



The Riviera Lady Seahawks captured the District Championship and now turn their sights to the Class 2A playoffs, where they look to make a deep playoff run. (Contributed photo)

Riviera wins district title

By Tod Figueroa
Reporter

Call it a decade of dominance. The Riviera Seahawk softball team captured their 10th consecutive district championship at the conclusion of the regular season.

The team went 10-0 in district play this year and are headed back to the playoffs as the No. 1 seed in B-District.

The final game of the season was played last

week with a 14-0 victory over La Villa. Pitcher Skyler Ramos had 10 strikeouts, Haley Alegria went 2 for 2 with 4 RBIs, and Angelica Ortega went 2 for 3 with 3 RBIs.

Riviera's playoff run is set to start this week with the best of three series beginning on Friday in Port Aransas at 7 p.m. Game two will be played in Riviera at noon on Saturday. Game three, if necessary, will be 30 minutes afterwards.



Regional dominance

HM King's Isiah Rivera qualified for State with a pair of individual Regional Championships and one runner-up finish during the meet held at TAMUK over the weekend. Rivera won the 110 meter hurdles in a time of 14.02 seconds, as well as a win in the 300m hurdles (37.90), and second place in the long jump (24-2). Rivera will next compete at the State meet in Austin. (Contributed photo).

PUBLIC NOTICE

The City Commission will meet on Monday May 13, 2024, 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:

- 219 E RICHARD
- 223 E RICHARD
- 227 E RICHARD
- 301 E RICHARD
- 404 W RICHARD
- 529 E JOHNSTON
- 608 E MESQUITE
- 614 W AVE F
- 721 ALEXANDER

If you are the property owner, holder of mortgage(s), or anyone having a substantial interest in any of 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 the agenda, please contact the Building Department at (361) 595-8019 or (361)

SGA ready for playoffs

By JT Swasner
Editor

The SGA Lady Lions (28-5 10-0) just completed the regular season with an undefeated District title, and now turn their sights to a bigger prize.

"It wasn't easy, but we made it look easy," Head Coach Thomas de los Santos said. "Our district has some tough teams. In fact, I wouldn't be at all surprised to look up and see all four of the teams from our district making runs in the playoffs. You look at London, Hebbenville, San Diego, they all have teams that can get on a run."

The Lady Lions will face Odem in a best-of-3 series beginning with a double header

in Robstown.

The first game will be held at 5 p.m., with Game Two set for 30 minutes after the first game ends.

Game Three, if necessary, will be held Saturday at 2 p.m.

"Odem has a good team and we will definitely not be looking past them," De los Santos said.

De los Santos said the Lady Lions, who finished as Class 3A runner-up last year, set an initial goal to win district.

Up next is the second part: getting back to Austin and winning it all this time.

Teams in SGA's region who the Lady Lions could meet if they continue to advance include Hallettsville and Jourdanton, squads they defeated

last season in the playoffs.

"As a team, our girls aren't looking past anyone," De los Santos said. "But my job as coach is to do some advanced scouting and have us prepared for any potential opponents."

SGA fields a deep and talented roster of batters.

They are also led by a trio of sophomore pitchers, each with the ability to shut down opponents.

D'Andra Fernandez headlines the group, after pitching most of the post-season games a year ago.

However, Lexi Ruiz and Nathalie Escobedo have also proven their mettle in the first 33 games this season as well.

Driscoll ISD

Accepting Transfer Applications

Driscoll ISD is now accepting
K-8th STUDENT TRANSFER APPLICATIONS
for the 2024-2025 SCHOOL YEAR

Driscoll Independent School District, home of Driscoll Elementary and Middle School, a PK-8th grade is now accepting transfer students in Kindergarten-5th grades for the 2024-2025 school year. Students accepted for transfer will be on a TUITION FREE basis.



Space is limited! APPLY TODAY.

and your child(ren) will have exceptional teachers, one-to-one instructional technology, a state-of-the-art facility, and a challenging curriculum all in the comforts of a small class size environment. DISD offers a variety of extracurricular opportunities including Afterschool Clubs for all ages & Middle School cross-country, football, volleyball, basketball, track, baseball, softball and UIL Academics, enhance the overall academic program.

Applications may be picked up at the campus office or downloaded from the district website at www.driscollisd.us. Please contact the campus principal, Ms. Lynn Landenberger (llandenberger@driscollisd.us) at 337-7349 ext. 8106 or the school Superintendent, Dr. Cynthia M. Garcia (cgarcia@driscollisd.us) at ext. 8009 for more information.

Driscoll ISD



CITY OF KINGSVILLE

P.O. BOX 1458
KINGSVILLE, TX 78364

REPORT ADDRESS 529 E JOHNSTON		INITIATED BY Kphillips	BUILDING OFFICIAL
LEGAL DESCRIPTION 9TH	BLOCK 2	LOT E/2 14, 15, 16	
OWNER NAME LOERA ERNESTINA	OWNER'S ADDRESS 529 E JOHNSTON	CITY/STATE/ZIP KINGSVILLE, TX 78363	

PROPERTY CONDITION REPORT

PICTURES TAKEN:	Y OR N	ACCEPTABLE			REASON CODE	COMMENT CODES
	Y	YES	NO	N/A		
Building			X		B, C, D, H, I, MI, NR	1, 2, 3, 4, 5
Yard			X		OV	3
Utilities			X			
Electric			X			
Gas			X			
Water			X			
Roof			X			
Walls			X		B, C, D, H, I, MI, NR	1, 2, 4
Exterior			X			
Interior			X			
Ceilings			X			
Windows/Doors			X		B, C, D, H, I, MI, NR	1, 2, 4
Secured			X			
Condition			X			
Foundation			X		NR	
Exterior			X			
Interior			X			
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 NUCIANCE TO CHILDREN
2. A HARBOR FOR VAGRANTS, CRIMINAL AND IMMORAL PEOPLE
3. EVIDENCE OF ROACH, RAT, MOUSE, OR OTHER VERMIN FOUND
4. PARTIAL
5. UNCOVERED ROOF
6. GRAFFITI

BUILDING OFFICIAL COMMENTS:

THIS STRUCTURE HAS BEEN IN A FIRE. CATS ALL OVER INSIDE AND OUT. THE OWNER WILL NOT ALLOW US TO GO IN AND HAS BEEN GIVEN LOTS OF EXTENSIONS. FENCE FALLEN AND ALL THE TREES ARE OVER GROWN COVERING HOME. HAS BEEN WITHOUT WATER SINCE 8/22/2022 AND ELECTRICAL SINCE 2011

SIGNATURE: _____

CITY OF KINGSVILLE BUILDING OFFICIAL

DATE: _____

08/14/23

CONDEMNATION CHECKLIST

Property Address: 529 E Johnston Phone: _____
 Property Owner: Ernestina Deera Phone: _____
 Owner's Address: 529 E Johnston Fax: _____
Kingsville TX 78363

PLANNED DATE	ACTUAL DATE	ACTION
<input type="checkbox"/> <u>8-2-2023</u>	<u>8-14-2023</u>	1. Identify structure unfit for human habitation. 2. Inspect Property. (Building Official) <input type="checkbox"/> a. Prepare inspection report and date. <input type="checkbox"/> b. Photograph property with date stamp. 3. Determine ownership from county assessment & tax collection record. 4. Obtain legal description. 5. Obtain or complete title report to verify ownership & other vested interests, such as mortgage holders, trustees, etc. 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. 2 nd Notice Sent. (10 day response) (Optional) 8. If response is not received or is not adequate, proceed as follows: 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. <input type="checkbox"/> a. Owner unknown or whereabouts not known or such owner is a nonresident of Texas. 1) Post affidavit in newspaper twice a week for one week 10. Post sign on property advising date the City
<input type="checkbox"/> <u>8-2-2023</u>	<u>8-14-2023</u>	
<input type="checkbox"/> <u>8-14-2023</u>	<u>8-14-2023</u>	
<input type="checkbox"/> <u>8-14-2023</u>	<u>8-14-2023</u>	
<input type="checkbox"/> <u>8-14-2023</u>	<u>8-14-2023</u>	
<input type="checkbox"/> <u>8-25-2023</u>	<u>8-25-2023</u>	
<input type="checkbox"/> _____	_____	
<input type="checkbox"/> _____	_____	
<input type="checkbox"/> <u>3-4-24</u>	<u>3-4-24</u>	
<input type="checkbox"/> <u>3-12-24</u>	<u>3-12-24</u>	
<input type="checkbox"/> <u>3-12-24</u>	<u>3-12-24</u>	

3-12-2024 3-12-2024

3-12-24 3-12-24

Council will consider condemnation of structure.

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

12. Photograph posted sign with date stamp.

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 CAD

Property Search > 23634 LOERA ERNESTINA for Year 2023

Tax Year: 2023 - Values not available

Property

Account

Property ID: 23634 Legal Description: 9TH, BLOCK 2, LOT E/2 14, 15, 16
 Geographic ID: 101000214000192 Zoning:
 Type: Real Agent Code:
 Property Use Code:
 Property Use Description:

Location

Address: 529 E JOHNSTON TX Mapsco:
 Neighborhood: Map ID: C1
 Neighborhood CD:

Owner

Name: LOERA ERNESTINA Owner ID: 29445
 Mailing Address: 529 E JOHNSTON AVE % Ownership: 100.0000000000%
 KINGSVILLE, TX 78363-5648
 Exemptions:

Values

(+) 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	

Taxing Jurisdiction

Owner: LOERA ERNESTINA
 % 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

OWNER ID 29445
 LOERA ERNESTINA
 529 E JOHNSTON AVE
 KINGSVILLE, TX 78363-5648

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

OWNER ID 29445
 LOERA ERNESTINA
 529 E JOHNSTON AVE
 KINGSVILLE, TX 78363-5648

OWNERSHIP 100.00%

PROPERTY 23634 R
 Description BLOCK 2, LOT E/2 14, 15, 16

IMPROVEMENTS 16,470
 LAND MARKET + 5,630
 MARKET VALUE = 22,100
 PRODUCTIVITY LOSS - 0
 APPRAISED VALUE = 22,100
 HS CAP LOSS - 0
 ASSESSED VALUE = 22,100

ACRES: EFF. ACRES:
 APPR VAL METHOD: Cost

Ref ID: R23634
 Map ID C1

00214000192

S 529 E JOHNSTON TX

GENERAL
 SKETCH for Improvement #1 (RESIDENTIAL)
 LAST APPR. CT
 LAST APPR. YR 2022
 LAST INSP. DATE 03/09/2022
 NEXT INSP. DATE

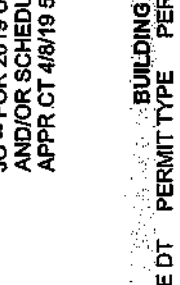
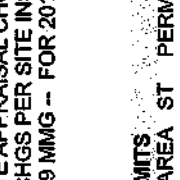
FOR 2022 UPDATE ACCT PER CT 3/9/22 3/15/22
 JO -- FOR 2019 UPDATE APPRAISAL CHGS
 AND/OR SCHEDULE CHGS PER SITE INSP -
 APPR CT 4/8/19 5/10/19 MMG -- FOR 2019

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BUILDING PERMITS
 PERMIT AREA ST PERMIT VAL

GRANTOR DEED INFO
 LOERA ANDRES QCD / 135 / 501
 KLASSEN MITSUKO WDWL / 121 / 590
 KLASSEN ARCHIE L OT / /

EDT PRICE GRANTOR DEED INFO
 5/1996 0
 4/1995 40,000



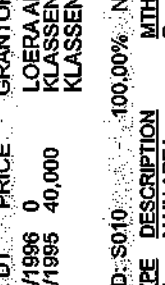
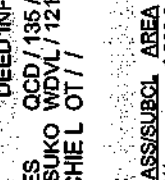
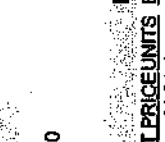
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IMPROVEMENT INFORMATION	
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IMPROVEMENT FEATURES		
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1	FL6	0
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IMPROVEMENT FEATURES		
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Homestead: N	

IMPROVEMENT INFORMATION	
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1950	1991
Homestead: N	

2023 PRELIMINARY ROLL

CKI - CITY OF KINGSVILLE

Geo ID Order

07/31/2023 20:29PM

Prop ID	Owner	%	Legal Description	Values									
23634	29445	100.00	R Geo: 101000214000192 LOERA ERNESTINA 529 E JOHNSTON AVE KINGSVILLE, TX 78363-5648	Effective Acres: 0.000000	Imp HS: 0	Market: 22,100	Imp NHS: 16,470	Prod Loss: 0	Land HS: 0	Appraised: 22,100	Cap: 0	Assessed: 22,100	Exemptions: 0
				Acres: 0.0000	Land NHS: 5,630		Prod Use: 0		Prod Mkt: 0				
				Map ID: C1									
				Mtg Cd: DBA:									

Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				22,100	0	22,100	0.825000	182.33

16820	65429	100.00	R Geo: 101000217000192 DE LA GARZA OMAR HAZAEL 530 E DODDRIDGE AVE KINGSVILLE, TX 78363	Effective Acres: 0.000000	Imp HS: 0	Market: 137,080	Imp NHS: 132,580	Prod Loss: 0	Land HS: 0	Appraised: 137,080	Cap: 0	Assessed: 137,080	Exemptions: 0
				Acres: 0.0000	Land NHS: 4,500		Prod Use: 0		Prod Mkt: 0				
				Map ID: C1									
				Mtg Cd: DBA:									

Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				137,080	0	137,080	0.825000	1,130.91

17571	68877	100.00	R Geo: 101000219000192 RODRIGUEZ O J (LIFE EST) ANGELINA RODRIGUEZ ETAL 526 E DODDRIDGE KINGSVILLE, TX 78363	Effective Acres: 0.000000	Imp HS: 173,250	Market: 180,000	Imp NHS: 0	Prod Loss: 0	Land HS: 6,750	Appraised: 180,000	Cap: 0	Assessed: 180,000	Exemptions: 0
				Acres: 0.0000	Land NHS: 0		Prod Use: 0		Prod Mkt: 0				
				Map ID: C1									
				Mtg Cd: DBA:									

Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				180,000	20,400	159,600	0.825000	1,316.70

10612	10572	100.00	R Geo: 101000222000192 SANDOVAL RUBEN JR ETUX LETICIA R 406 W TRANT RD KINGSVILLE, TX 78363	Effective Acres: 0.000000	Imp HS: 0	Market: 69,350	Imp NHS: 64,850	Prod Loss: 0	Land HS: 0	Appraised: 69,350	Cap: 0	Assessed: 69,350	Exemptions: 0
				Acres: 0.0000	Land NHS: 4,500		Prod Use: 0		Prod Mkt: 0				
				Map ID: C1									
				Mtg Cd: DBA:									

Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				69,350	0	69,350	0.825000	572.14

11382	66335	100.00	R Geo: 101000224000192 LOSOYA MIGUEL JR ETUX CYNTHIA PO BOX 6782 MCALLEN, TX 78502-6782	Effective Acres: 0.000000	Imp HS: 0	Market: 94,110	Imp NHS: 89,610	Prod Loss: 0	Land HS: 0	Appraised: 94,110	Cap: 0	Assessed: 94,110	Exemptions: 0
				Acres: 0.0000	Land NHS: 4,500		Prod Use: 0		Prod Mkt: 0				
				Map ID: C1									
				Mtg Cd: DBA:									

Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				94,110	0	94,110	0.825000	776.41

12187	66934	100.00	R Geo: 101000226000192 LERMA ELIZABETH ETVIR JAMES EST 510 E DODDRIDGE AVE KINGSVILLE, TX 78363-5615	Effective Acres: 0.000000	Imp HS: 58,860	Market: 67,860	Imp NHS: 0	Prod Loss: 0	Land HS: 9,000	Appraised: 67,860	Cap: 0	Assessed: 67,860	Exemptions: HS
				Acres: 0.0000	Land NHS: 0		Prod Use: 0		Prod Mkt: 0				
				Map ID: C1									
				Mtg Cd: DBA:									

Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				67,860	0	67,860	0.825000	559.85

13820	60762	100.00	R Geo: 101000230000192 BELTRAN EZEKIEL 502 E DODDRIDGE AVE KINGSVILLE, TX 78363-5615	Effective Acres: 0.000000	Imp HS: 0	Market: 84,820	Imp NHS: 78,070	Prod Loss: 0	Land HS: 0	Appraised: 84,820	Cap: 0	Assessed: 84,820	Exemptions: 0
				Acres: 0.2410	Land NHS: 6,750		Prod Use: 0		Prod Mkt: 0				
				Map ID: C1									
				Mtg Cd: DBA:									

Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				84,820	0	84,820	0.825000	699.76

2022 TAX STATEMENT



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

Certified Owner:
 LOERA ERNESTINA
 529 E JOHNSTON AVE
 KINGSVILLE, TX 78363-5648

Legal Description:
 9TH, BLOCK 2, LOT E/2 14, 15, 16

Account No: 101000214000192
 As of Date: 08/10/2023

Appr. Dist. No.: 23634

Legal Acres: .2009
 Parcel Address: 529 E JOHNSTON
 Print Date: 08/10/2023 Print By: JLARA

Market Value		Appraised Value	Assessed Value	Capped Value	Homesite Value	Agricultural Market Value	Non-Qualifying Value
Land	Improvement						
\$5,630	\$17,040	\$22,670	\$22,670	\$0	\$0	\$0	\$22,670

Taxing Unit	Assessed Value (100%)	Exemptions		Taxable Value	Tax Rate	Tax
		Code	Amount			
KLEBERG COUNTY SALES TAX SAVINGS IS \$31.64	\$22,670		\$0.00	\$22,670	0.7718700	\$174.98
CITY OF KINGSVILLE SALES TAX SAVINGS IS \$42.14	\$22,670		\$0.00	\$22,670	0.8250000	\$187.03
KINGSVILLE ISD	\$22,670		\$0.00	\$22,670	1.5189000	\$344.33
SOUTH TX WATER AUTH	\$22,670		\$0.00	\$22,670	0.0784890	\$17.79

Total Tax: \$724.13
 Total Tax Paid to date: \$724.13
 Total Tax Remaining: \$0.00

Exemptions:

AMOUNT DUE IF PAID BY:

08/31/2023 19%	10/02/2023 20%	10/31/2023 21%	11/30/2023 22%	01/01/2024 23%	01/31/2024 24%
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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.

School Information:

KINGSVILLE ISD	2022 M&O .99980000 I&S .51910000 Total 1.5189000	2021 M&O 1.0265000 I&S .49240000 Total 1.5189000
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PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT.

4.1.74



Print Date: 08/10/2023

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

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



* 1 0 1 0 0 0 2 1 4 0 0 0 1 9 2 *

101000214000192
 LOERA ERNESTINA
 529 E JOHNSTON AVE
 KINGSVILLE, TX 78363-5648

AMOUNT PAID:

\$ _____

2023 TAX STATEMENT



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

Certified Owner:
 LOERA ERNESTINA
 529 E JOHNSTON AVE
 KINGSVILLE, TX 78363-5648

Legal Description:
 9TH, BLOCK 2, LOT E/2 14, 15, 16

Account No: 101000214000192

Appr. Dist. No.: 23634

Legal Acres: .2009

Parcel Address: 529 E JOHNSTON

As of Date: 02/13/2024

Print Date: 02/13/2024 Print By: JLARA

Market Value		Appraised Value	Assessed Value	Capped Value	Homesite Value	Agricultural Market Value	Non-Qualifying Value
Land	Improvement						
\$5,630	\$16,470	\$22,100	\$22,100	\$0	\$0	\$0	\$22,100

Taxing Unit	Assessed Value (100%)	Exemptions		Taxable Value	Tax Rate	Tax
		Code	Amount			
KLEBERG COUNTY SALES TAX SAVINGS IS \$30.84	\$22,100		\$0.00	\$22,100	0.7718700	\$170.58
CITY OF KINGSVILLE SALES TAX SAVINGS IS \$41.08	\$22,100		\$0.00	\$22,100	0.7600000	\$167.96
KINGSVILLE ISD	\$22,100		\$0.00	\$22,100	1.4104000	\$311.70
SOUTH TX WATER AUTH	\$22,100		\$0.00	\$22,100	0.0703740	\$15.55

Total Tax: \$665.79
 Total Tax Paid to date: \$665.79
 Total Tax Remaining: \$0.00

Exemptions:

AMOUNT DUE IF PAID BY:

02/29/2024 7%	04/01/2024 9%	04/30/2024 11%	05/31/2024 13%	07/01/2024 15%	07/31/2024 18 + up to 20%
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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.

School Information: KINGSVILLE ISD 2023 M&O .78290000 I&S .62750000 Total 1.4104000 2022 M&O .99980000 I&S .51910000 Total 1.5189000
--

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

4.1.74

Print Date: 02/13/2024

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

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

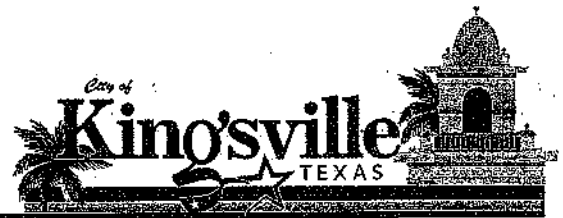


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101000214000192
 LOERA ERNESTINA
 529 E JOHNSTON AVE
 KINGSVILLE, TX 78363-5648

AMOUNT PAID:
 \$ _____

CITY OF KINGSVILLE



P. O. BOX 1458 - KINGSVILLE, TEXAS 78364

AUGUST 25, 2023

ERNESTINA LOERA
529 E Johnston Ave
Kingsville TX, 78363

Re: 9TH, BLOCK 2 LOT E/2 14, 15, 16 529 E JOHNSTON KINGSVILLE TX 78363

Dear Sir or Madam:

It has been determined that the structure at **529 E Johnston 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 King'sville'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,



Belinda Tarver
Building Official



BUILDING DEPARTMENT

City of Kingsville
Phone: 361-595-8019

CERTIFIED MAIL – RETURN RECEIPT #7021 0950 0000 4793 9132

MARCH 4, 2024

ERNESTINA LOERA
529 E JOHNSTON
KINGSVILLE, TX 78363

Re: **HEARING FOR PROPERTY AT 529 E JOHNSTON KINGSVILLE TX**

Dear Sir or Madam:

On AUGUST 25, 2023, a letter was sent from the City of Kingsville stating that your property located at **529 E JOHNSTON** 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, MAY 13, 2024, 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 **MAY 13, 2024.**

The hearing will take place at the Helen Kleberg Groves Community Room located on the first floor of City Hall, 400 West King, 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,

Belinda Tarver
Building Official

PUBLIC NOTICE

The City Commission will meet on Monday May 13, 2024, 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:

219 E RICHARD
223 E RICHARD
227 E RICHARD
301 E RICHARD
404 W RICHARD
529 E JOHNSTON
608 E MESQUITE
614 W AVE F
721 ALEXANDER

If you are the property owner, holder of mortgage(s), or anyone having a substantial interest in any of 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 the agenda, please contact the Building Department at (361) 595-8019 or (361) 595-8020.

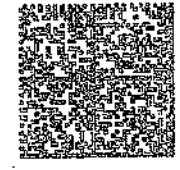
1602



CITY OF KINGSVILLE

P.O. BOX 1458 - KINGSVILLE, TEXAS 78364

FIRST-CLASS



US POSTAGE PAID PITNEY BOWES
ZIP 78363 \$ 000.630
02 7H AUG 30 2023
0006055151

VAC

*Ernestina Herrera
510 Charleston 18312*

RETURN TO SENDER
VACANT
UNABLE TO FORWARD
78364-1458
78364-1458

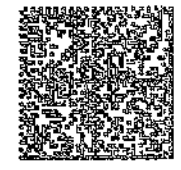


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1602



FIRST-CLASS



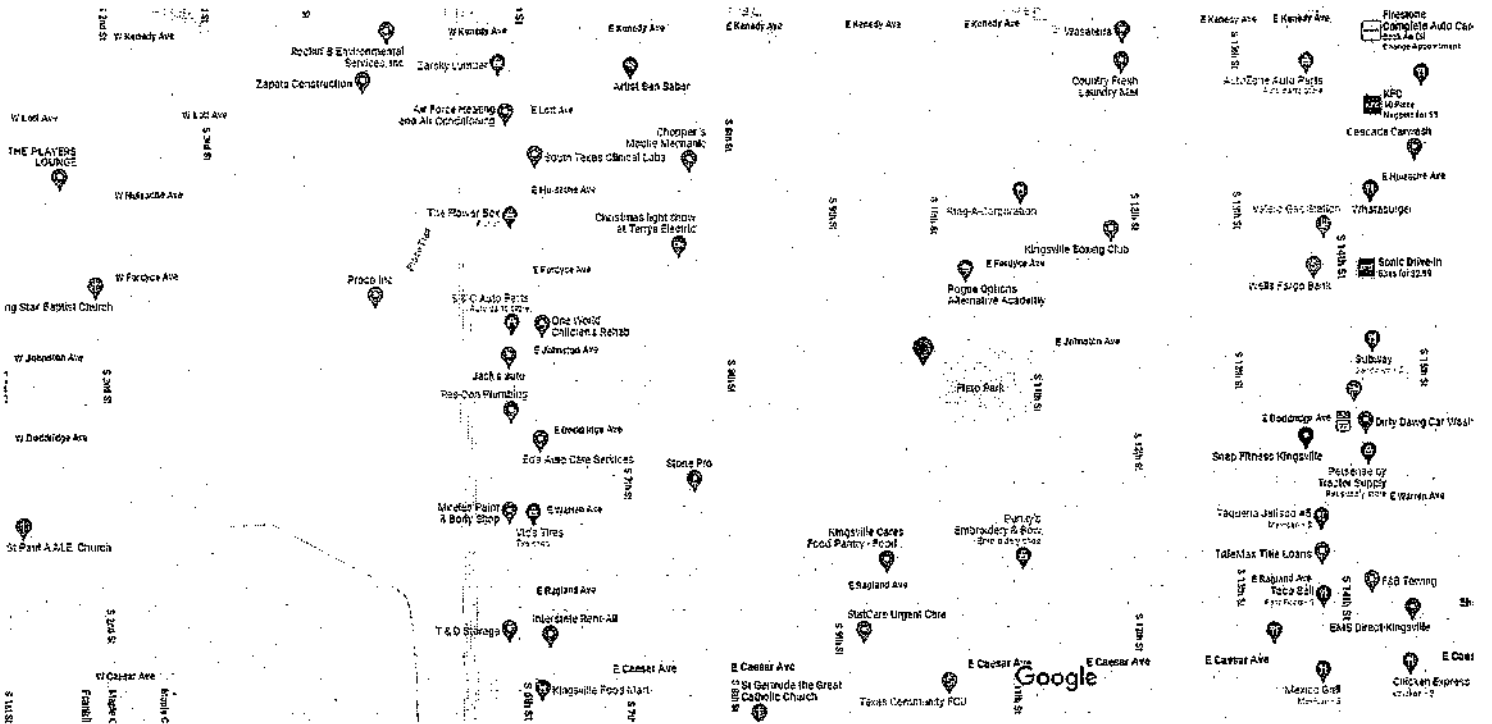
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ZIP 78363 \$ 008.530
02 7H AUG 30 2023
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(VAC)

*Ernestina Herrera
510 Charleston 18312*

NIXIE 782 CE 1 0109/10/25
RETURN TO SENDER
VACANT
UNABLE TO FORWARD
MANUAL PROC REC 02310-06032-81-01
78364-1458

Google Maps 529 E Johnston Ave



529 E Johnston Ave

Building



Directions



Save



Nearby



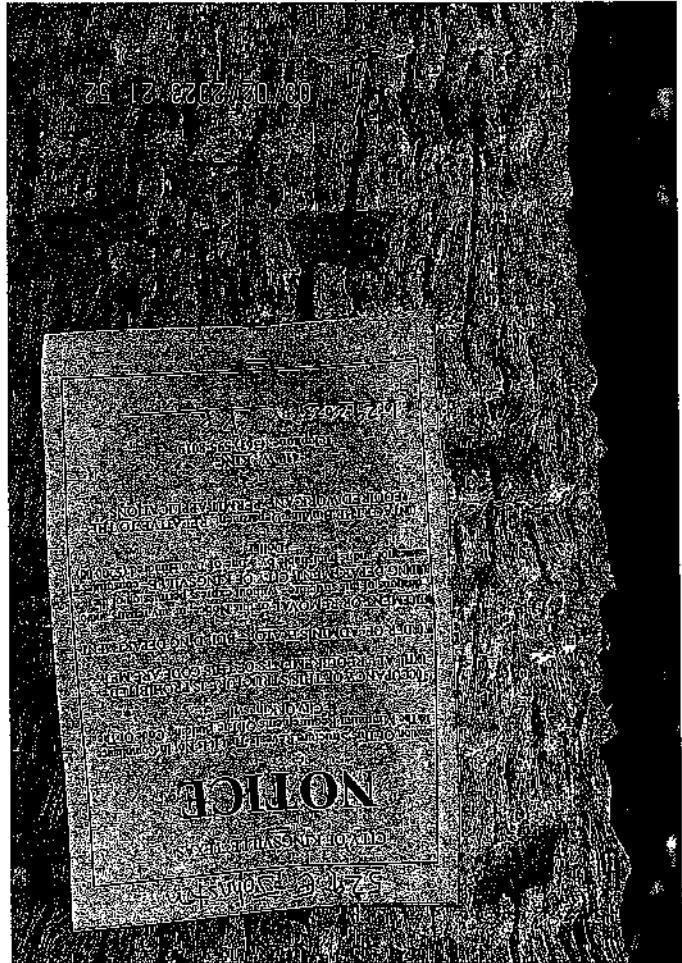
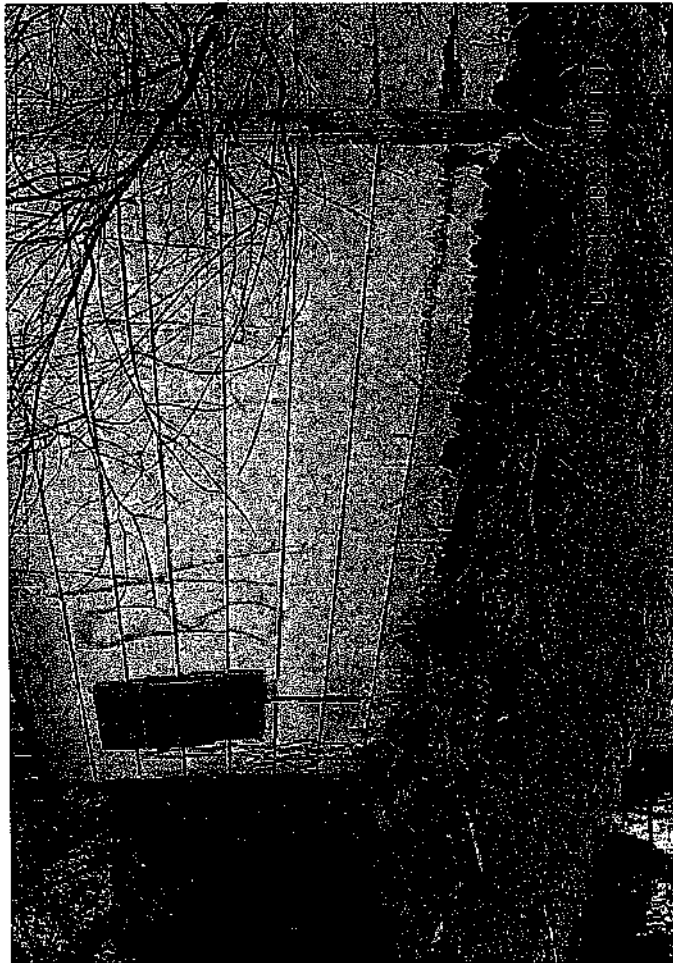
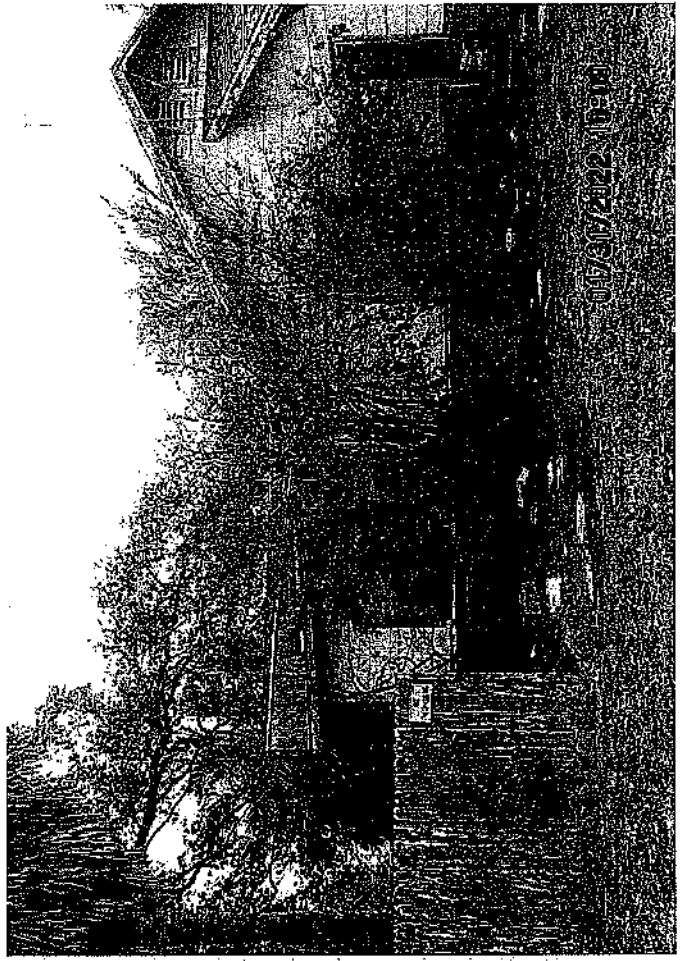
Send to phone

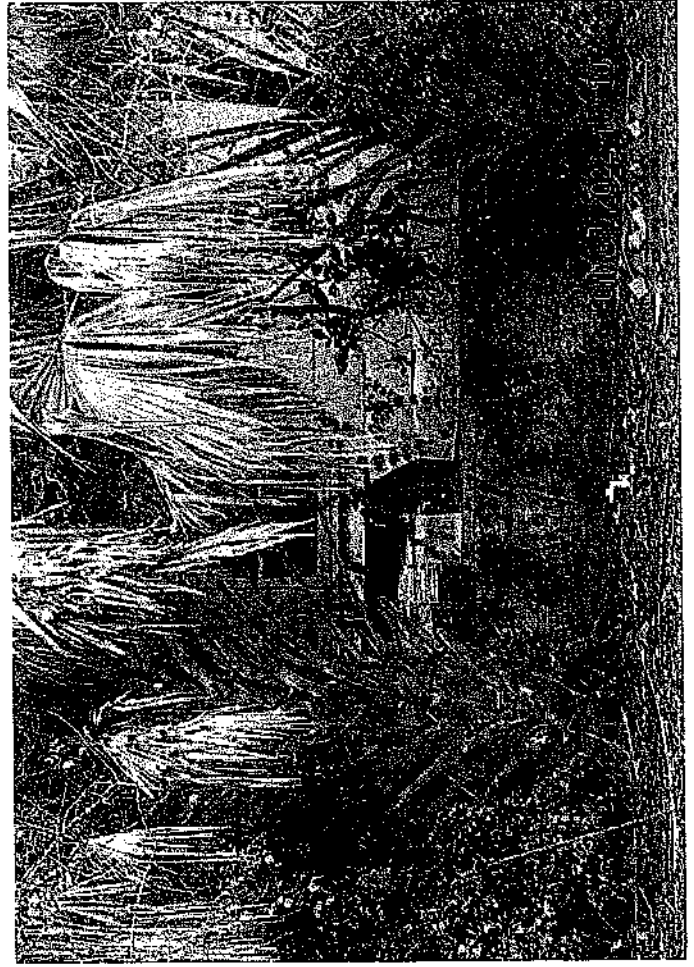
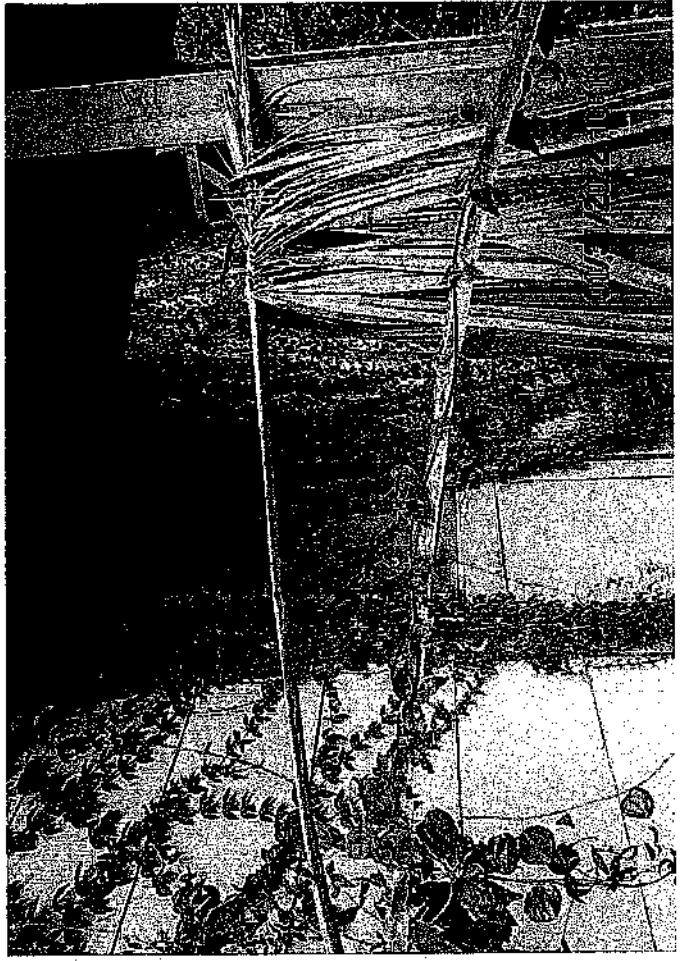


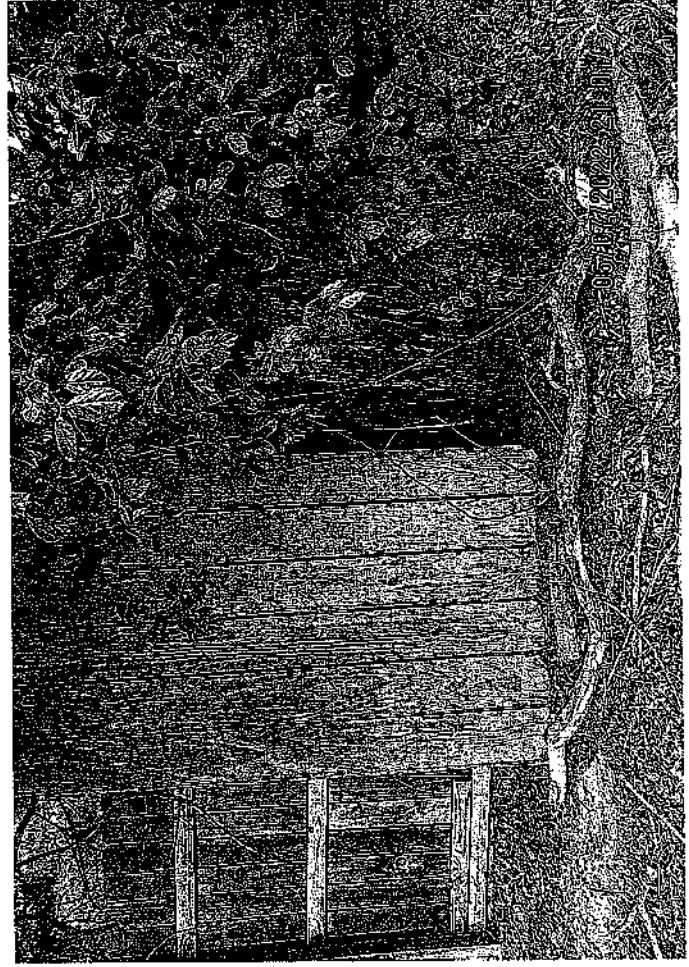
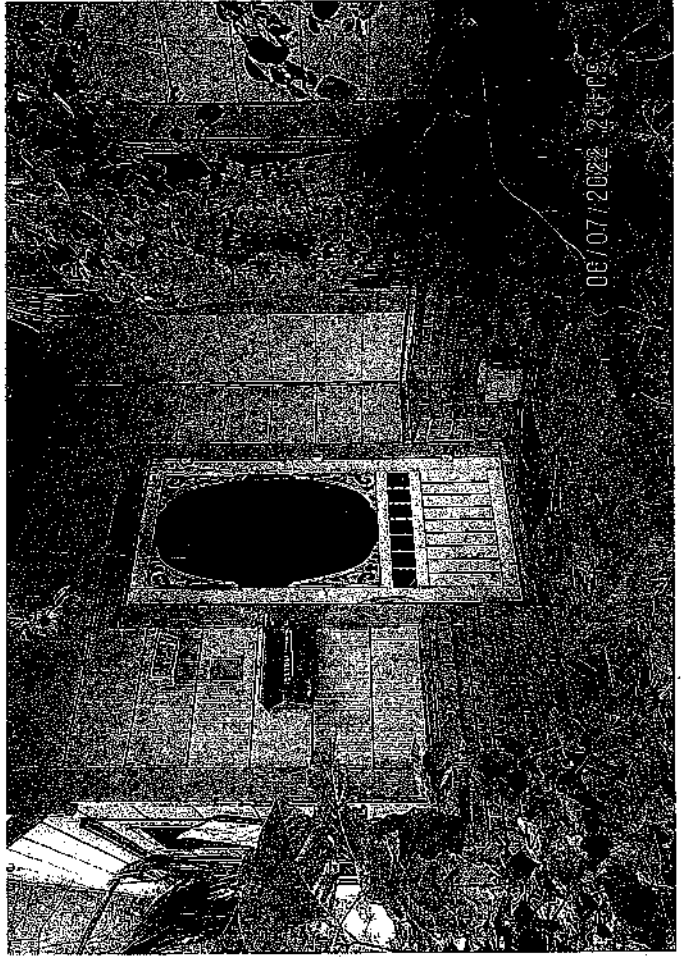
Share

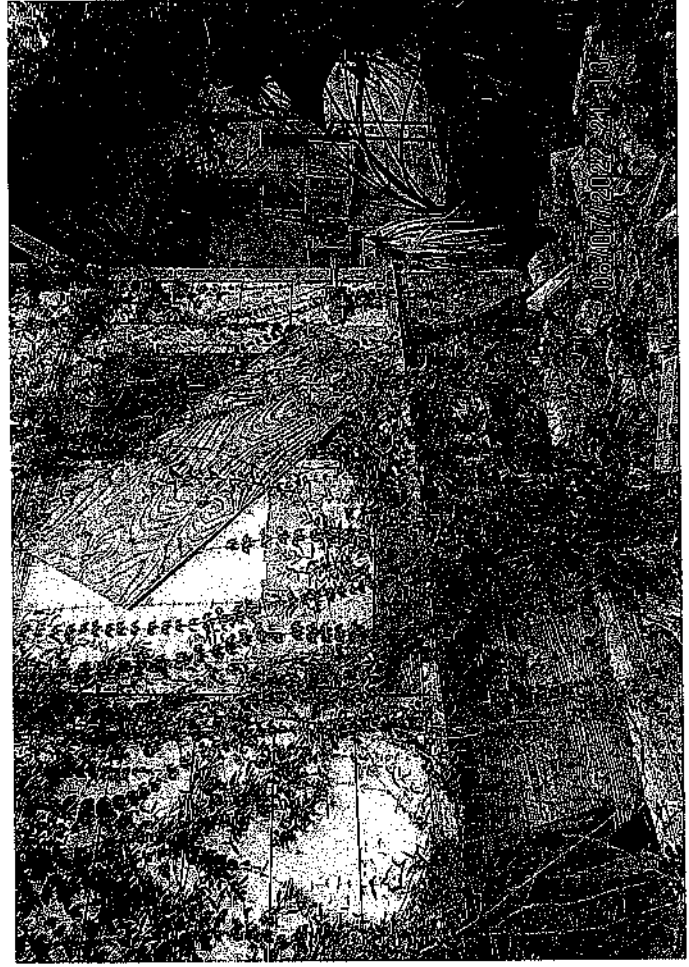
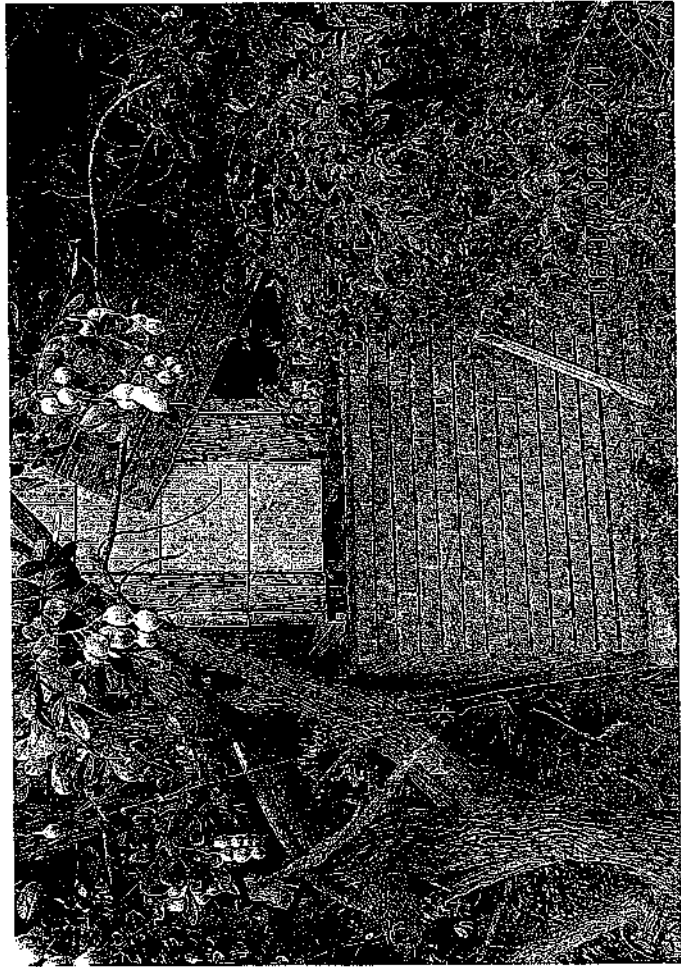
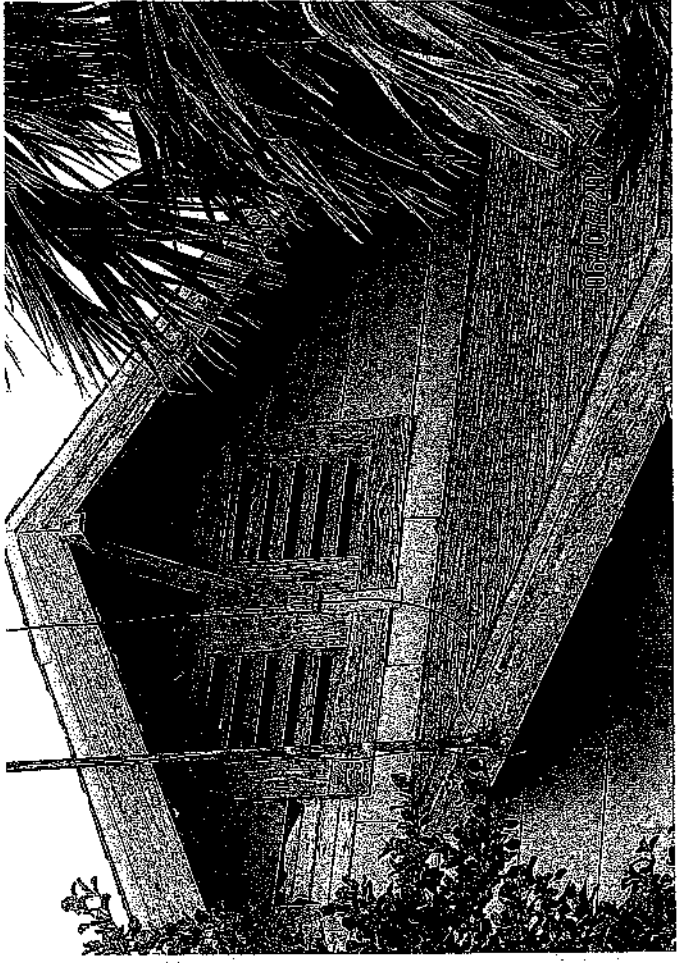
529 E Johnston Ave, Kingsville, TX 78363

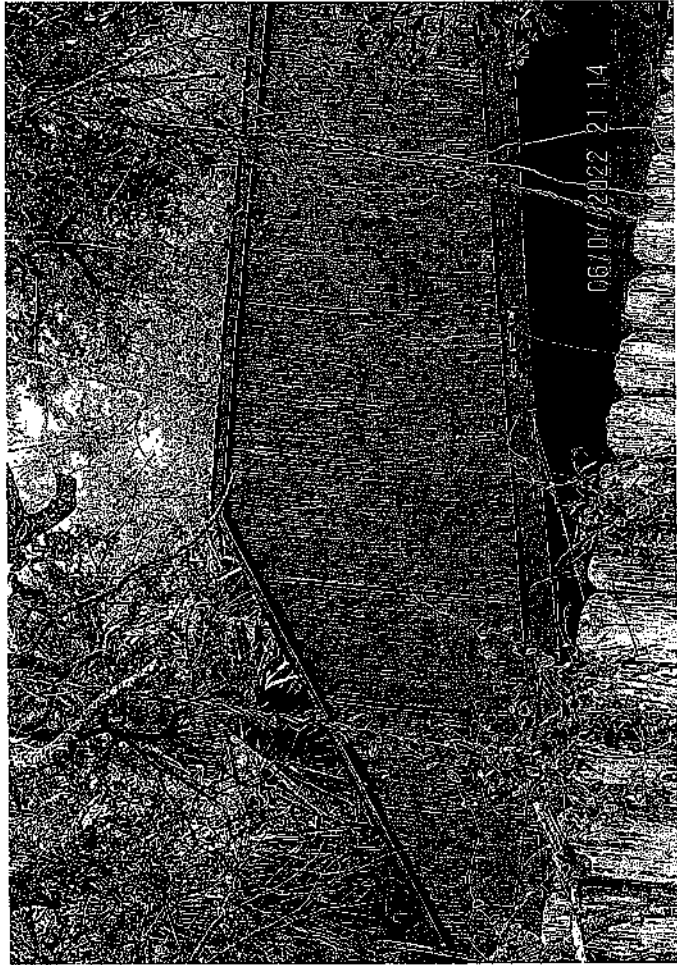
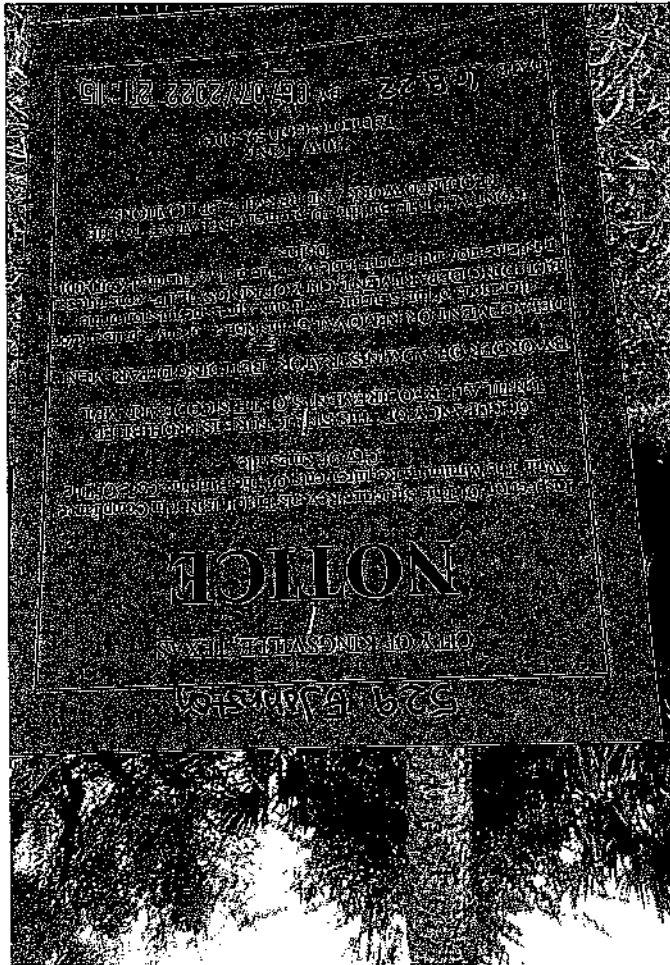
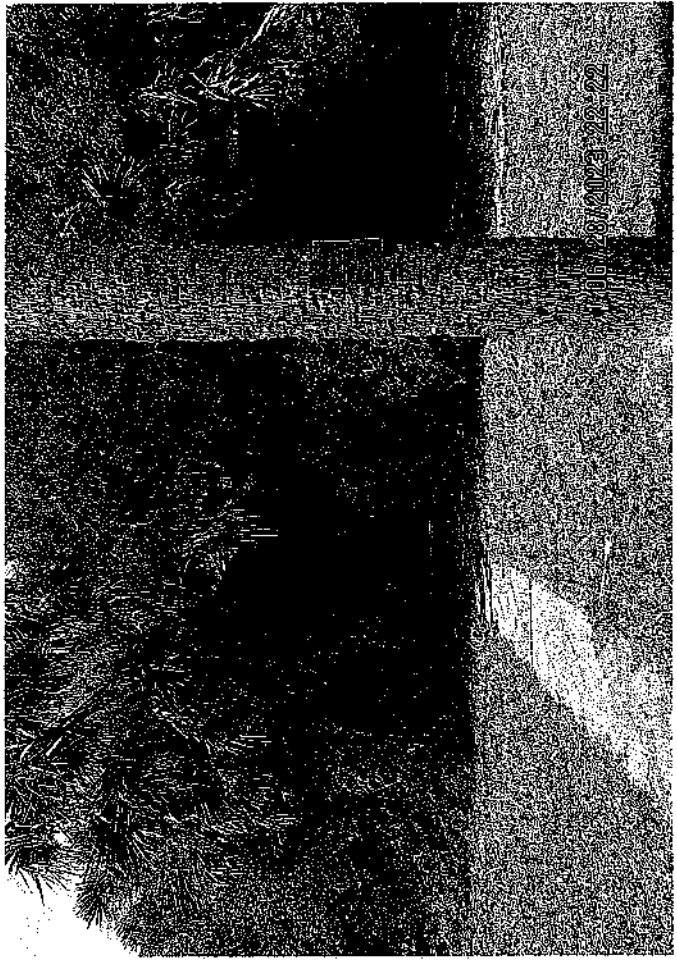
Photos

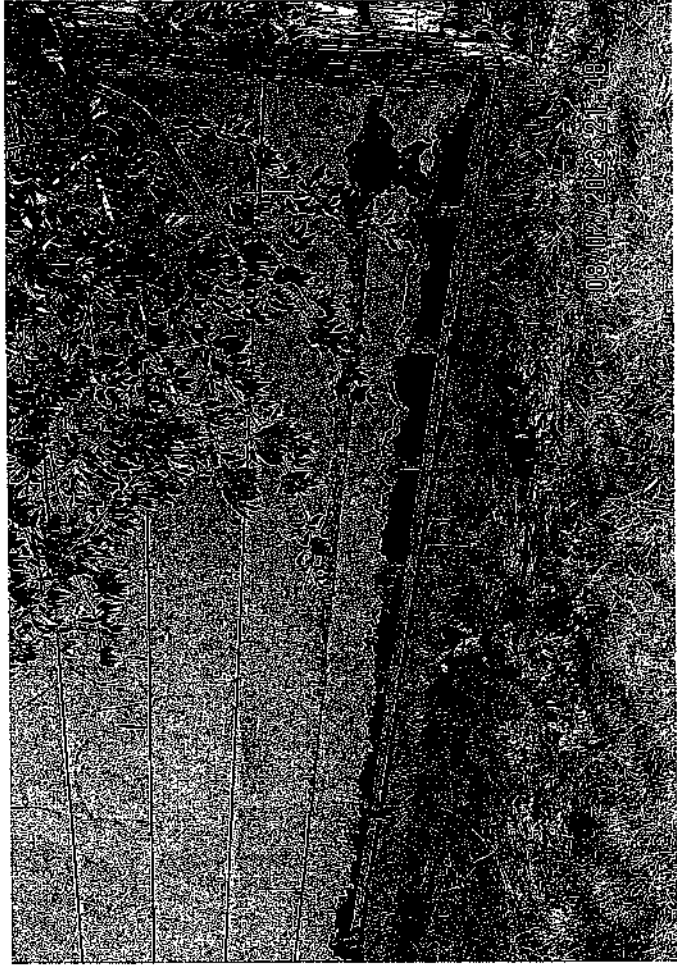


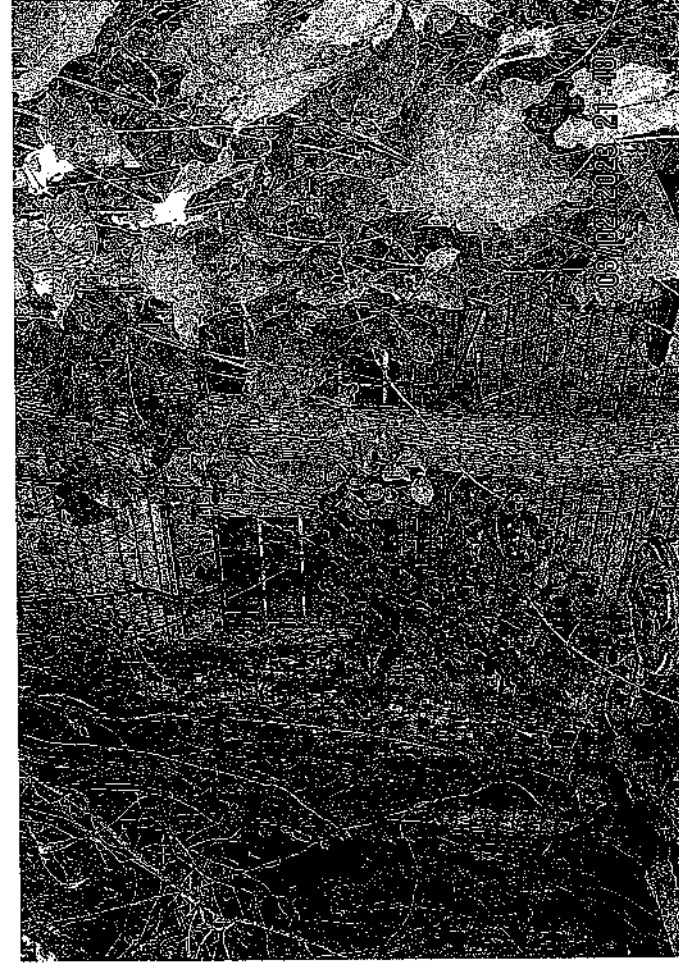
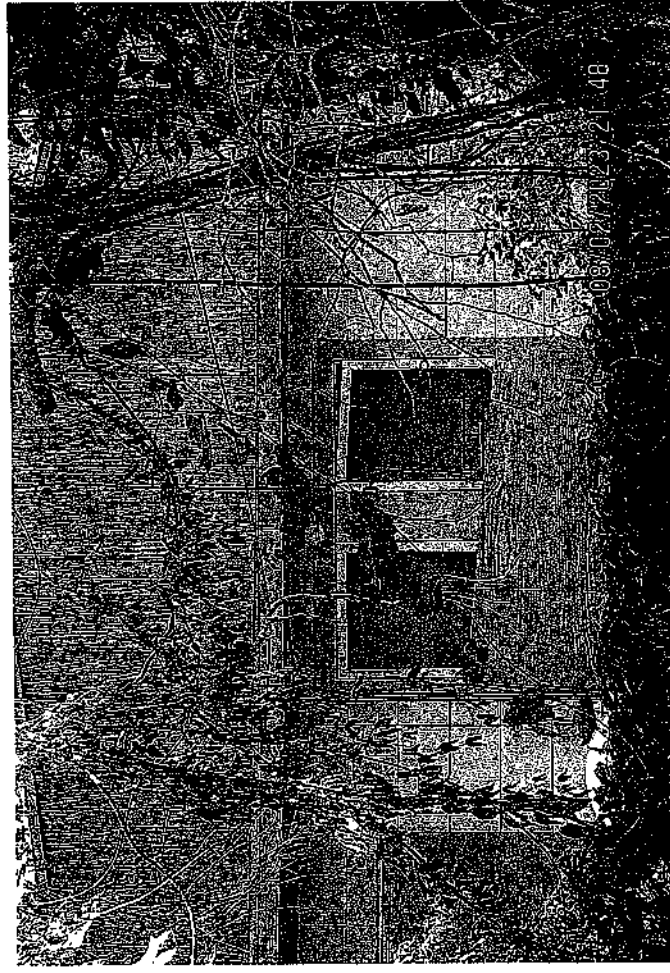
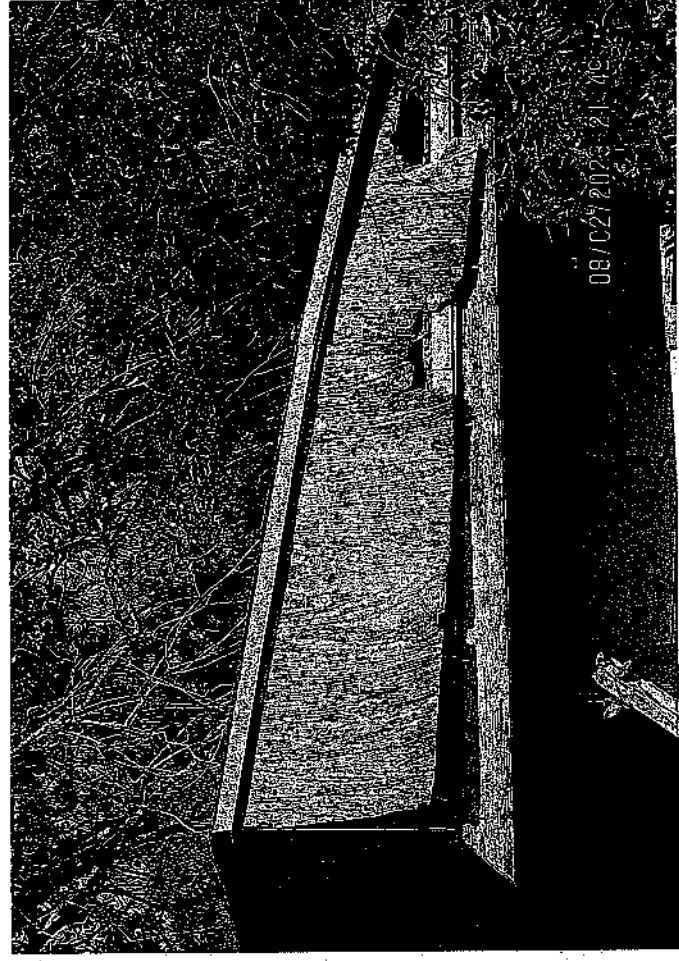
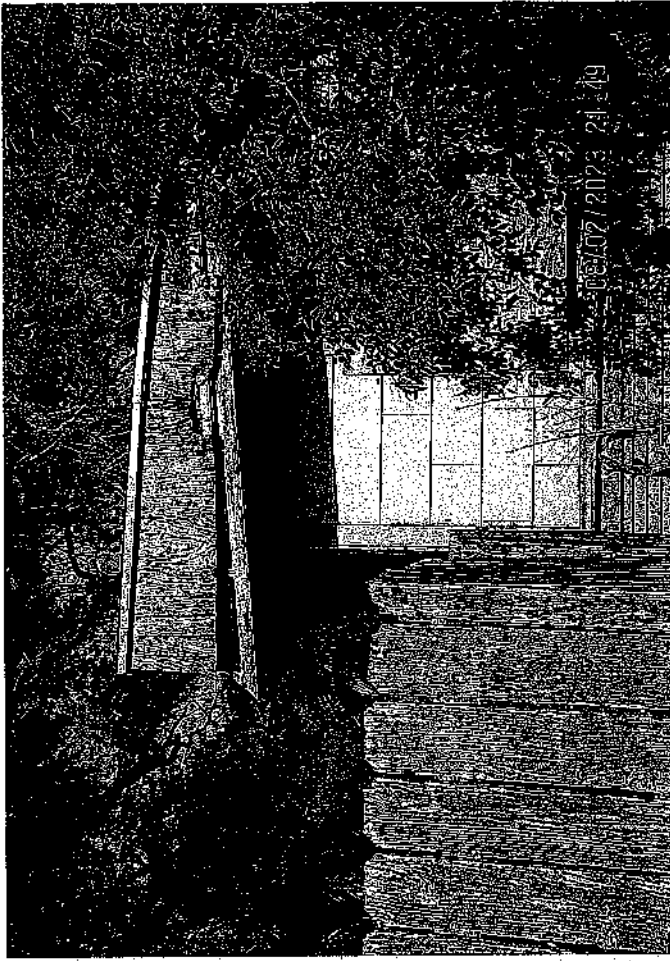


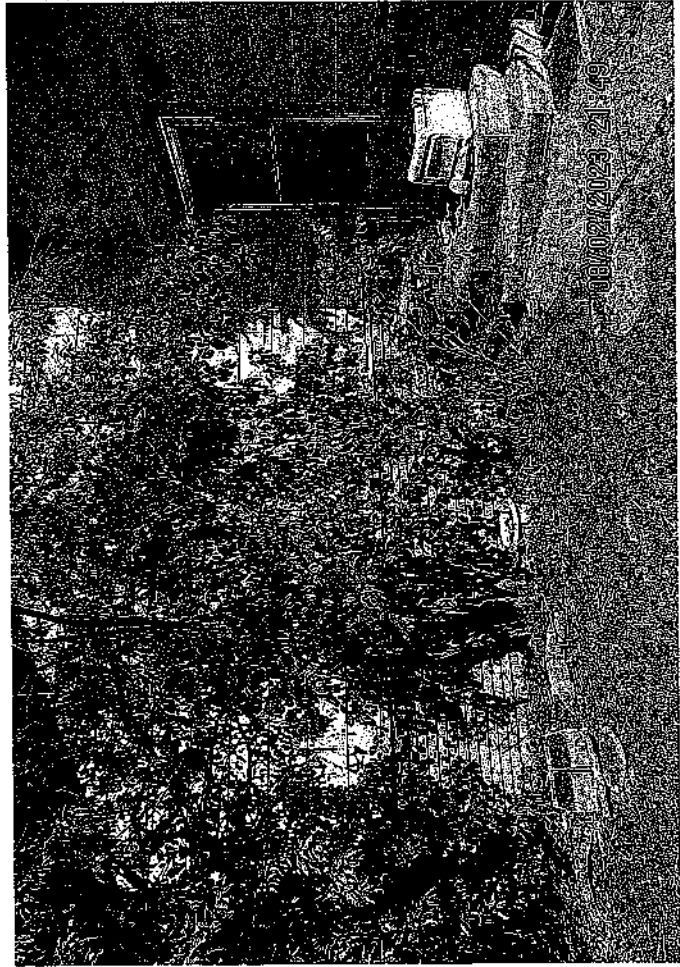
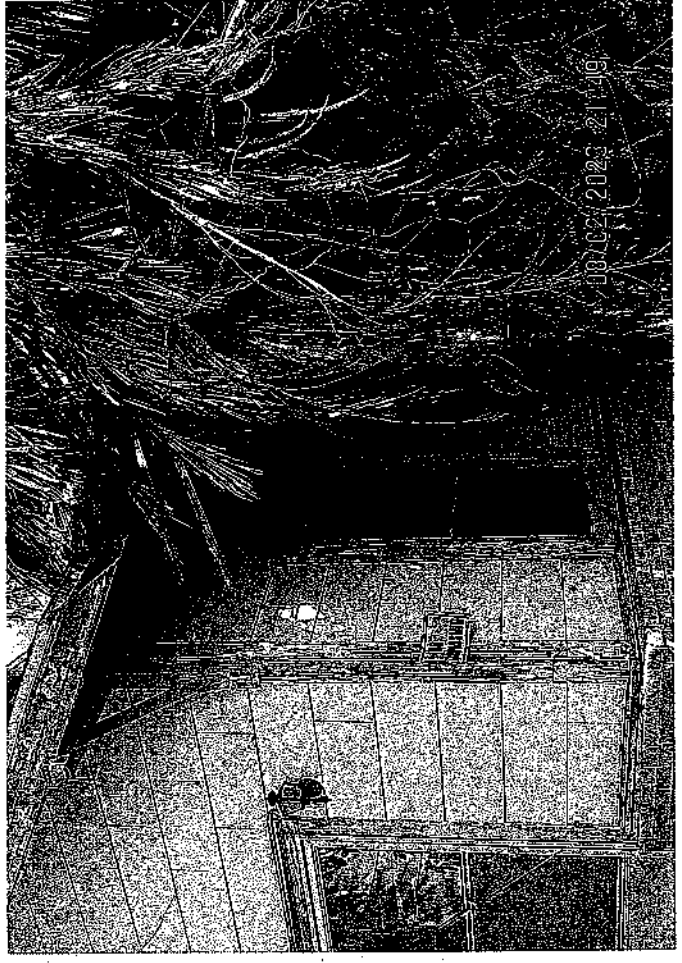


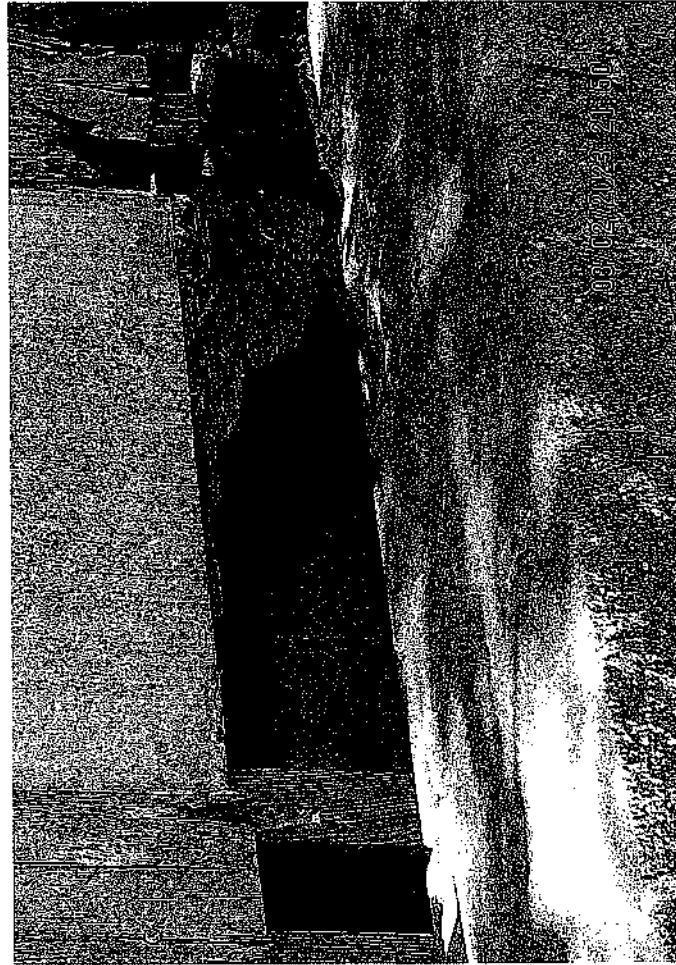
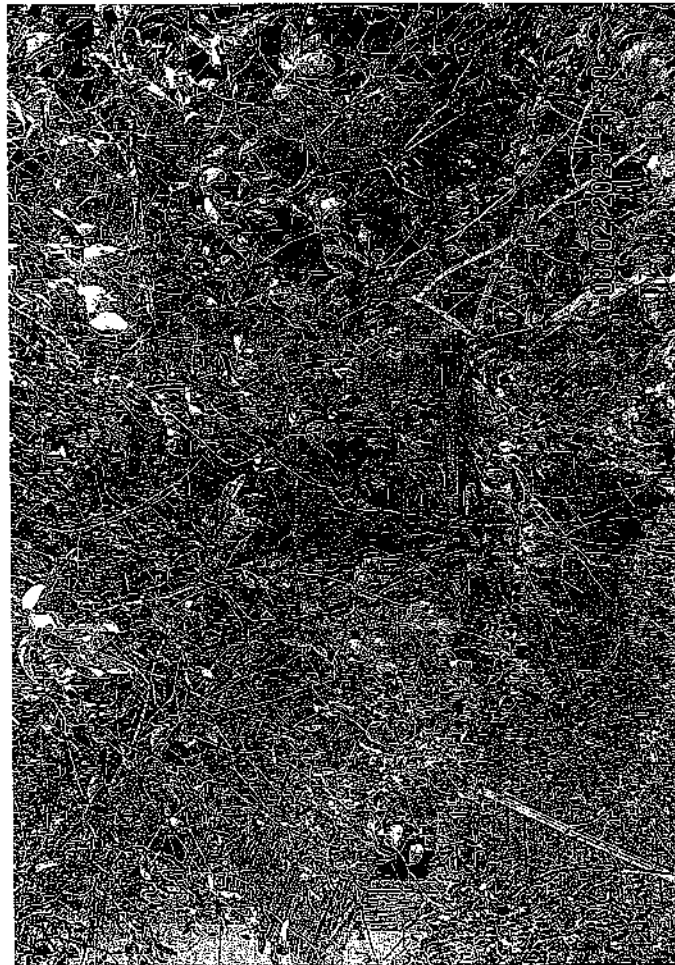
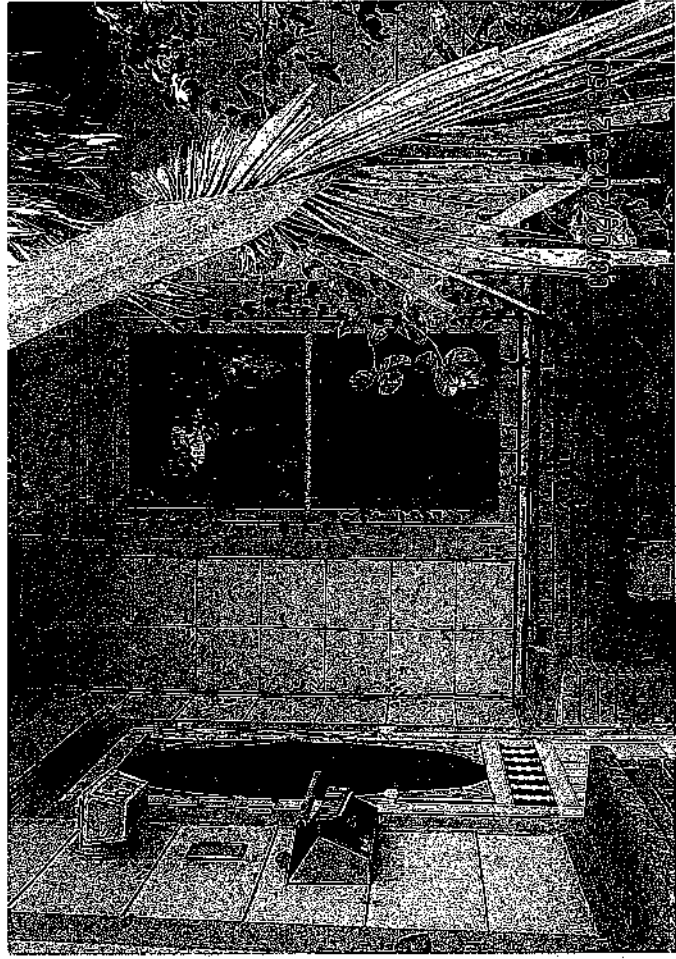


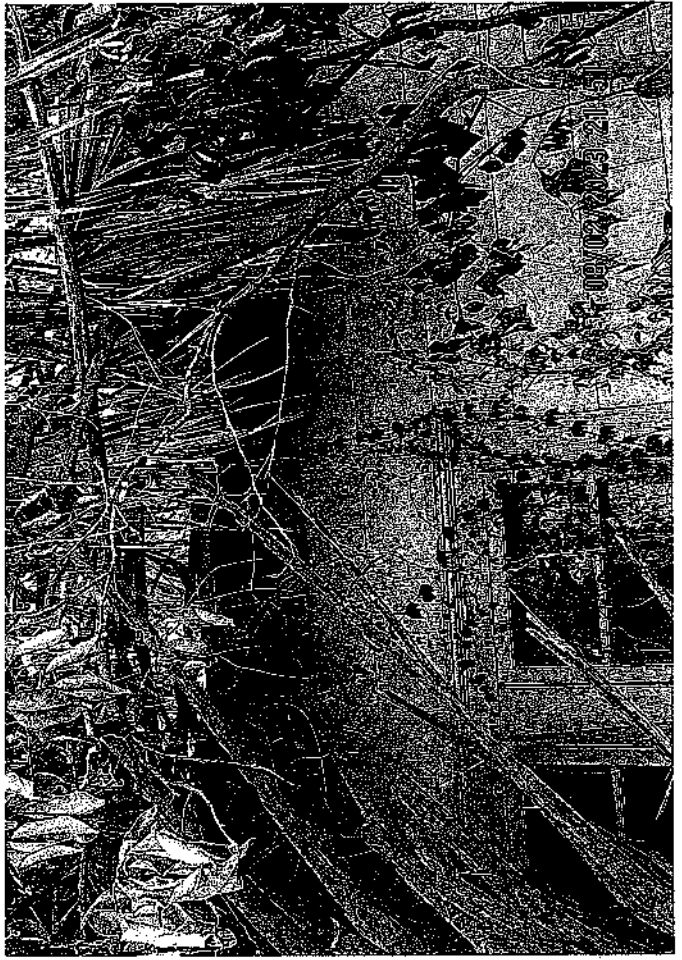


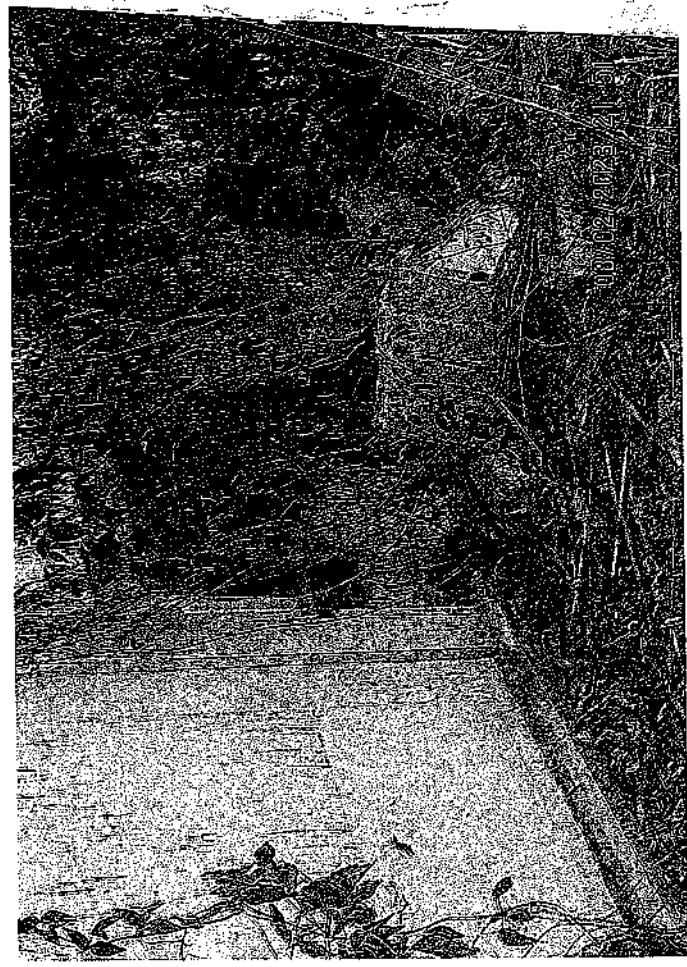
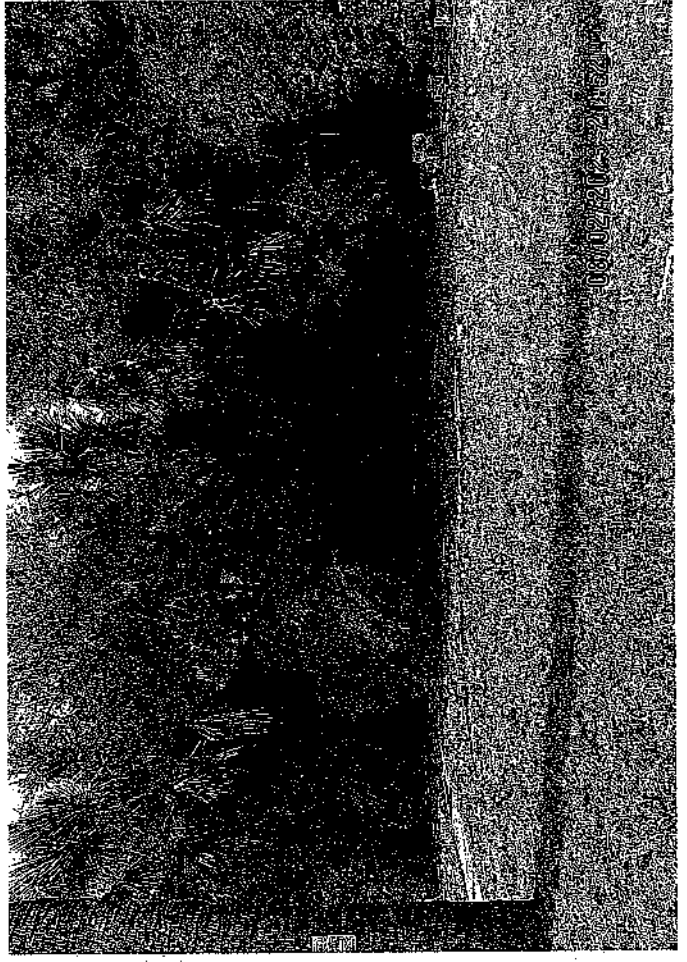


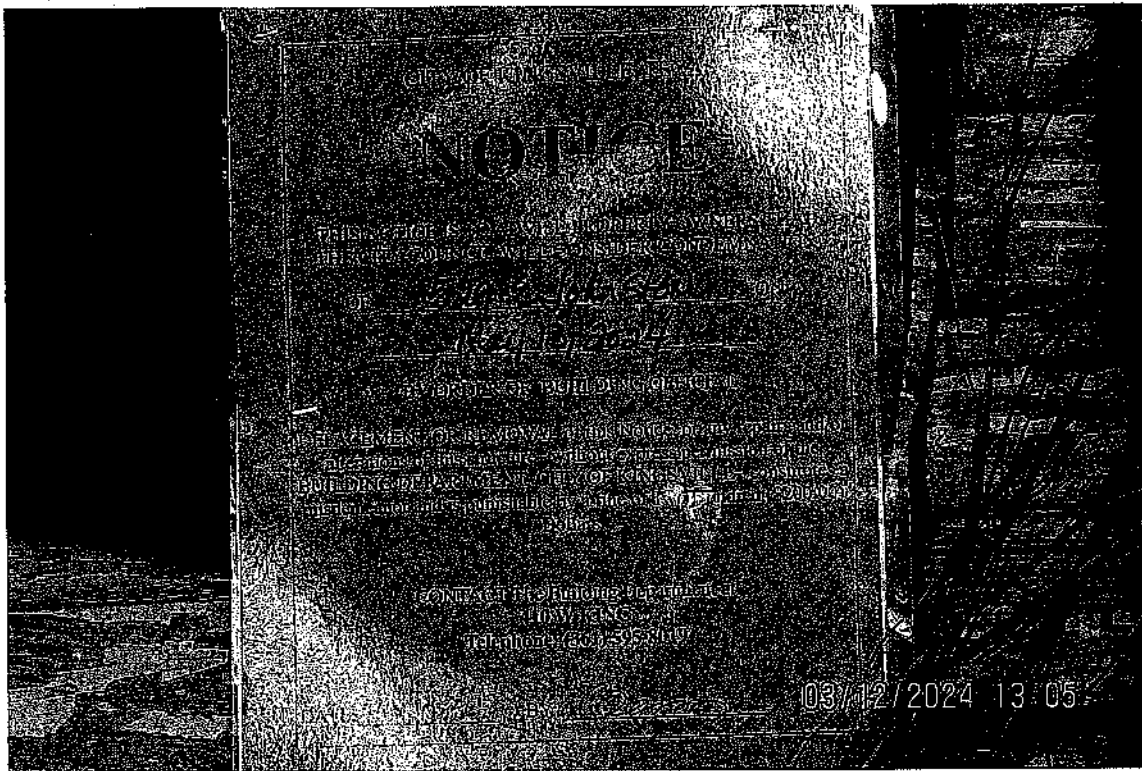












CONSENT AGENDA

AGENDA ITEM #1

MEMO

Date: April 4, 2024

To: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

From: Kwabena Agyekum (Senior Planner/Historical Preservation Officer)

Subject: Request to extend the terms of Office for the Following Board Members

1. Maggie Salinas
2. Daniel Burt
3. Lucia Perez
4. David Thibodeaux

Planning Division:

Summary: The Planning and development board would like to extend the terms of office for the above-named persons for a period of 3 years. Their term expires in may and they have agreed to an extension.

Background: The Ordinance that established the Historical Development Board makes provision for seven members. Currently, there is only one member who has their term to expire in October 2026. The above-stated members have already served in their capacity as board members. They are now seeking re-appointments for another three (3) years each to continue the business of the board.

Financial Impact: None.

Recommendation: Approve the request to appoint the above-mentioned names to the Historical Development Board of Adjustment for a three-year term each which will expire in May 31, 2027.



AGENDA ITEM #2

**City of Kingsville
Police Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: John Blair, Chief of Police

DATE: April 19, 2024

SUBJECT: Request for Resolution to Enter into a Memorandum of Understanding between the City of Kingsville Police Department and Coastal Bend College Police Department

Summary:

The Police Department respectfully requests the City Commission to consider renewing a Memorandum of Understanding between "Kingsville Police Department," and "Coastal Bend College Police Department."

Background:

The establishment of this public safety agreement is essential to ensuring the well-being and security of students, faculty, staff, visitors, and community members utilizing resources at the Coastal Bend College Kingsville Campus. While the college maintains its own police department, the potential for delayed response times from the Coastal Bend Police necessitates a proactive approach to address emergency situations.

The Chief of Police and Emergency Management for the Coastal Bend College wishes to re-formalize an agreement outlining the services to be provided by the Kingsville Police Department in instances where the Coastal Bend College Police Department may not have officers available on campus or at Coastal Bend College properties. This collaborative effort aims to bridge potential gaps in law enforcement coverage and ensure that any calls for service or emergency events are met with a prompt and immediate response.

Financial Impact:

The potential costs associated with assisting Coastal Bend College are not anticipated to be substantial.

Recommendation:

We are requesting a resolution to allow the City Manager and Police Chief to enter into the MOU with Coastal Bend College Police Department.



RESOLUTION #2024-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER AND THE CHIEF OF POLICE TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF KINGSVILLE POLICE DEPARTMENT AND THE COASTAL BEND COLLEGE POLICE DEPARTMENT; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville ("City") promotes the health and safety of the community and supports City departments in efforts to partner with other agencies to improve communication strategies and services for citizens;

WHEREAS, the City's Police Department has worked to develop a Memorandum of Understanding with the Coastal Bend College Police Department ("CBC PD"), who has a campus in Kingsville it oversees and provides services and assistance;

WHEREAS, the Kingsville Police Department has responded to calls for assistance at the Coastal Bend Campus in Kingsville previously but is now formalizing that mutual aid participation through this agreement with the CBC PD;

WHEREAS, there is no discernable financial impact to the City under the terms of the Memorandum of Understanding;

WHEREAS, the City Manager and the Chief of Police would be the authorized signatories for the Kingsville Police Department's participation in the agreement;

WHEREAS, the City and CBD PD both have new police chiefs since the last agreement was approved on October 25, 2021 via Resolution #2021-76, so a new agreement with the same terms is being brought for approval.

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

I.

THAT the City Manager and Chief of Police are authorized and directed as an act of the City of Kingsville, Texas to enter into a Memorandum of Understanding with the Coastal Bend College Police Department, 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
13th day of May, 2024.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

MEMORANDUM OF UNDERSTANDING

April 1, 2024

Between the

Kingsville Police Department

And

The Coastal Bend College Police Department

This Memorandum of Understanding between the **Kingsville Police Department** ("KPD") and the **Coastal Bend College District Police Department** ("CBCPD") is effective on the date appearing above the signatures of the parties. The parties to this MOU are collectively referred to as "Agency" or "Agencies," as appropriate.

Statutory Jurisdiction and Authority of the CBCPD

Pursuant to the Texas Education Code Section 51.203 Campus Peace Officers-

(a) The primary jurisdiction of peace officers commissioned by a Junior College District includes all cities and counties in which property is owned, leased, rented, or otherwise under the control of the Junior College District. The governing boards of each state institution of higher education and public technical institutes may employ and commission peace officers for the purpose of carrying out the provisions of this subchapter.

(b) Within a peace officer's primary jurisdiction, a peace officer commissioned under this section:

- (1) is vested with all the powers, privileges, and immunities of peace officers;
- (2) may, in accordance with Chapter 14, Code of Criminal Procedure, arrest without Warrant any person who violates a law of the state; and
- (3) may enforce all traffic laws on streets and highways.

(c) Outside a peace officer's primary jurisdiction, a peace officer commissioned under this section is vested with all the powers, privileges, and immunities of peace officers and may arrest any person who violates any law of the state if the peace officer.

- (1) is summoned by another law enforcement agency to provide assistance.
- (2) is assisting another law enforcement agency; or
- (3) is otherwise performing his duties as a peace officer for the institution of higher Education or public technical college that employs the peace officer.

TERM

This MOU shall be automatically renewed for successive one (1) year terms unless either party gives notice in writing to the other party at least thirty (30) days prior to the end of the term of its intent not to renew.

UNDERSTANDINGS

KPD will:

1. Respond, investigate, and properly document all calls for service and arrests that occur within the property boundaries of Coastal Bend College within the City of Kingsville,

Kleberg County, Texas if no CBCPD officer is available to respond and, in a manner, consistent with current abilities and KPD policies and practices.

2. Provide appropriate assistance to CBCPD officers responding to crimes, disturbances or other calls for service occurring on CBC property that may require more than one officer to effectively manage.
3. Pursuant to Texas Agency of Public Safety Rules and Regulations when an approved TLETS Agency (KPD) makes criminal justice information available to another criminal justice agency (CBCPD), the TLETS agency must have on file a "non-terminal" agency agreement between the parties. Under the terms of such agreement which shall be in place prior to the beginning of operations under this MOU, and at all times during such operations, KPD will make available to CBCPD access to TCIC/NCIC data as necessary and appropriate for CBCPD in carrying out its duties.
4. Provide dispatch services and radio communication capabilities to include license plate searches, driver license searches, warrant searches, criminal history searches and all other communications services commiserative to those provided to KPD law enforcement officers. (to include TCIC, NCIC, CCH) for CBCPD. CBCPD will provide to KPD a NON TERMINAL AGREEMENT (EXHIBIT A).
5. Provide said services at no cost to the CBCPD.
6. Any mutually agreed upon expenses incurred by or attributed to CBCPD shall be invoiced by the KPD and forwarded to CBCPD.
7. The CBCPD shall indemnify and hold harmless KPD, its officers, agents, and/or employees from all suits, actions, losses, damages, claims or liability of any character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by the acts of KPD its officers agents and/or employees during the course of its performance of its obligations and duties pursuant to the terms of this Memorandum of Understanding.
8. KPD will notify CBCPD will notify via text, phone call or email to include the CBCPD Chief and/or any CBCPD officer assigned to the CBC Kingsville Campus of any incident that occurring that may have an impact on the CBC Kingsville Campus.

CBCPD will:

1. Respond to and investigate all calls for service within the property boundaries of Coastal Bend College located within the City of Kingsville, Kleberg County, Texas when CBCPD officers are available.
2. Respond to priority calls for service to assist KPD outside of the property boundaries of Coastal Bend College if requested to do so by KPD or if the CBCPD officer forms a belief that such assistance is immediately necessary to provide additional assistance or protection to KPD officers.
3. Use assigned KPD radio channels authorized only for their intended purpose.
4. Ensure its officers have any necessary training and certification for access to said data.
5. Implement and utilize radio communications procedures consistent with the policies and procedures of KPD.
6. Adhere to all laws, ordinances and regulations concerning the use of radio communications and access to TCIC, NCIC, TLETS, and any other law enforcement

information source controlled or otherwise limited or restricted to official use only for law enforcement personnel.

7. At the request of a KPD supervisor, respond and provide assistance at the scene of any incident in which the need for the expertise or specialized skills possessed by any officer of the CBCPD could assist KPD in an investigation.
8. CBCPD will notify KPD via text, phone call or email to include the Kingsville PD Chief and Deputy Chief of any incident that occurring on CBC property that may have an impact on the residents of Kingsville.

The parties mutually agree:

Mutual Interests: Coastal Bend College District and the City of Kingsville agree that their mutual interests will be furthered by coordination between the CBCPD and the KPD.

Citizen Complaints: Any citizen complaints to either Agency about the other will be forwarded to the appropriate Chief or designee.

Meetings of the Chiefs: The CBCPD Chief of Police and the KPD Chief of Police shall meet as often as deemed necessary, but no less often than annually to review this MOU and prepare amendments as they are determined needed by the parties.

Primary Jurisdiction: Each Department will continue to exercise primary jurisdiction for all law enforcement functions within its own geographical boundary not arising from an action initiated by the Department.

Responsibility for Own Employees: Each Department accepts responsibility for the actions of its own personnel and assumes the duty of investigating any allegations of wrongdoing resulting from their actions while operating within the respective boundaries, unless specifically requested to investigate a specific incident/action by the other Department. Peace officers and other individuals performing duties, including law enforcement duties, as applicable, shall at all times remain employees of their respective governmental entities. Nothing in this MOU creates a joint partnership, and the personnel of one Department shall not be considered employees, agents, partners, joint ventures, or servants of the other Department to this MOU.

Funding and Compensation: The two Agencies each understand and agree that neither has certified or committed funds to fulfill their respective obligations under this MOU. It is the intent of the Agencies that the cost of services shared with each entity will be of equal value and benefit. Any funds used for the performance of services under this MOU must be made from current revenues available to the paying party.

Assignment: This MOU shall not be assignable, in whole or in part.

Severability: The provisions of this MOU are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this MOU is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the MOU shall be enforced as if the invalid provision had never been included.

Immunities: Nothing in this MOU waives or alters any immunities provided either Department, its employees, officers, or agents under Texas or federal law.

Amendment: The Agencies may amend this MOU at any time provided that such amendments are executed in writing and signed by the governing bodies of each Department.

Non-Exclusivity: Nothing in this MOU limits, changes, or otherwise impacts any memorandum of understanding each Department may have with other agencies.

Entire Agreement: This MOU contains the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior written or oral agreement.

This MOU becomes effective on the day that the CBCPD receives official notice from the KPD that they have signed and executed the MOU.

MOU Agreement Acknowledgment

This Memorandum of Understanding was agreed to this _____ day of _____, 2024

The signatories below are authorized to sign and enter into the Agreement for the above named agencies.

Celvin G. Walwyn, Chief of Police
Coastal Bend College Police Department

Victor Gomez, Chair
Coastal Bend College Board of Trustees

John H. Blair, Chief of Police
Kingsville Police Department

Mark McLaughlin
Kingsville City Manager

NON-TERMINAL AGENCY AGREEMENT

Attachment "A"

This document constitutes an agreement between the **Kingsville Police Department** hereinafter called the Terminal Agency, and the **Coastal Bend College Police Department** hereinafter called the Non-Terminal Agency.

The Terminal Agency agrees to provide the Non-Terminal Agency with access to the Texas Law Enforcement Telecommunications System (TLETS), the Texas Crime Information Center (TCIC), and the National Crime Information Center (NCIC), and associated systems on a 24-hour, 7 day perweek basis.

The Non-Terminal Agency agrees to abide by all laws of the United States and the state of Texas, and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other systems now or in the future associated with TLETS concerning the collection, *storage*, processing, *retrieval*, dissemination and *exchange* of information for criminal justice purposes.

The Terminal Agency reserves the right to suspend service to the Non-Terminal Agency, which may include canceling of records entered for the Non-Terminal Agency, when applicable policies are violated. The Terminal Agency may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected.

In order to comply with NCIC policies established by the NCIC Advisory Policy Board, the Non - Terminal Agency agrees to maintain accurate records of all TCIC/NCIC entries made through the Terminal Agency and to immediately notify the Terminal Agency of any changes in the status of those reports, to include the need for cancellation, additions, deletion or modification of information. The Terminal Agency agrees to enter, update and remove all records for the Non-Terminal agency on a timely basis, as defined by NCIC.

In order to comply with NCIC hit confirmation requirement the agencies agreed to the following:

If wanted person records are to be entered with the Terminal Agency's ORI, the Non-Terminal Agency must deliver to the Terminal Agency the original warrants to be held on file until such time as the record *is* canceled/cleared

If property and missing person records are to be entered with the Terminal Agency's ORI, the Non-Terminal Agency must deliver case reports to the Terminal Agency to be held on file until such time as the records is cancelled/cleared.

If the records are to be entered with the Non-Terminal Agency's ORI, the Terminal Agency agrees to immediately forward all request for hit confirmation that might be received at the terminal to the Non-Terminal Agency. The Non-Terminal Agency agrees to comply with the NCIC hit confirmation policy.

If the Non-Terminal Agency is a non-2. hour agency, the records must be entered with the Terminal Agency's ORI. and case reports and original warrants must be held at the Terminal Agency for hit confirmation purposes.

In order to comply with NCIC Validation requirements, the Non-Terminal Agency agrees to perform all validation procedures as required by NCIC on all records entered through the Terminal Agency.

Criminal History information obtained from the TLETS terminal of the Terminal Agency will be handled according to TCIC/NCIC guidelines by the Non-Terminal Agency.

Either the Terminal Agency or the Non-Terminal Agency may, upon thirty days written notice, discontinue this agreement.

To the extent allowed by the laws of the State of Texas, the Non-Terminal Agency agrees to indemnify and save harmless the Terminal Agency as well as the DPS, its Director and employees from and against all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrests or imprisonment or any cause of the Non-Terminal Agency or its employees in the exercise of the enjoyment of this Agreement.

The Terminal Agency agrees to make available to the Non-Terminal Agency all TLETS/NLETS and TCIC/NCIC publications and policies as are available to it so that the Non-Terminal Agency may comply with the policies of TLETS/NLETS and TCIC/NCIC.

This agreement becomes effective on the day that the Coastal Bend College Police Department receives official notice from the Kingsville Police Department that they have signed and executed the agreement.

In witness whereof, the parties here to cause this agreement to be executed by the proper officers and officials on this the _____ day of _____, 2024

Kingsville Police Department
John H. Blair, Chief of Police

Coastal Bend College Police Department
Celvin G. Walwyn, Chief of Police

REGULAR AGENDA

AGENDA ITEM #3

ORDINANCE AUTHORIZING THE ISSUANCE OF "CITY OF KINGSVILLE,
TEXAS CERTIFICATES OF OBLIGATION, SERIES 2024"; ENTERING INTO A
BOND PURCHASE AGREEMENT AND A PAYING AGENT/REGISTRAR
AGREEMENT; AND APPROVING ALL OTHER MATTERS RELATED THERETO

DRAFT

ORDINANCE NO. 2024-_____

ORDINANCE AUTHORIZING THE ISSUANCE OF "CITY OF KINGSVILLE, TEXAS CERTIFICATES OF OBLIGATION, SERIES 2024"; ENTERING INTO A BOND PURCHASE AGREEMENT AND A PAYING AGENT/REGISTRAR AGREEMENT; AND APPROVING ALL OTHER MATTERS RELATED THERETO

WHEREAS, the City Commission of the City of Kingsville (the "Issuer" or the "City") deems it advisable to issue Certificates of Obligation hereinafter described (the "Certificates") for the purposes specified in Section 1 hereof;

WHEREAS, the Certificates hereinafter authorized and designated are to be issued and delivered for cash pursuant to the Certificate of Obligation Act of 1971, Section 271.041 et seq, Texas Local Government Code, as amended (the "Act");

WHEREAS, the City Commission has heretofore, on March 11, 2024 passed a resolution authorizing and directing the City Secretary to give notice of intention to issue the Certificates, which notice has been duly published in *The Kingsville Record*, which is a newspaper of general circulation in the City, in its issues of March 21, 2024, and March 28, 2024, the date of the publication being at least 45 days prior to the tentative date stated in the notice for passage of this Ordinance;

WHEREAS, the City has received no petition from the qualified electors of the City protesting the issuance of the Certificates; and

WHEREAS, it is hereby determined that the terms of the Certificates as hereafter provided are the most reasonably available and advantageous and are in the best interest of the City;

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

Section 1. Authorization of the Certificates. There is hereby authorized to be issued and delivered, a series of certificates of obligation of the City, to be known as "CITY OF KINGSVILLE, TEXAS CERTIFICATES OF OBLIGATION, SERIES 2024" (the "Certificates"), in the original aggregate principal amount of \$_____ for the purpose of providing for the payment of contractual obligations to be incurred in connection with the design, planning, acquisition, construction, equipping, expansion, repair, renovation, and/or rehabilitation of certain City-owned public property, specifically: (1) a new fire station, (2) purchase an ambulance, (3) equipment for the fire department including fire trucks, and (4) payment of contractual obligations for professional services in connection therewith (to wit: consulting, engineering, financial advisory, and legal).

Section 2. Date, Denominations, Numbers, and Maturities of the Certificates. The Certificates shall be dated as of May 1, 2024 (the "Dated Date") shall be in denominations of \$5,000 each or any integral multiple thereof, shall be numbered I-1 for the Initial Certificate and consecutively from R-1 upward for the definitive certificates and shall mature on August 1 in each of the years as provided below unless theretofore called for redemption prior to maturity in accordance with the provisions of the Form of the Certificates contained in Section 3 hereof, and the Certificates shall bear interest at the rates per annum shown below from the date of initial delivery and payable on February 1, 2025 and on each August 1 and February 1 thereafter through the respective maturity date or earlier redemption, to wit:

THASO

<u>Years of Stated Maturity (August 1)</u>	<u>Principal Installment</u>	<u>Interest Rate (%)</u>	<u>Years of Stated Maturity (August 1)</u>	<u>Principal Installment</u>	<u>Interest Rate (%)</u>
2025			2035		
2026			2036		
2027			2037		
2028			2038		
2029			2039		
2030			2040		
2031			2041		
2032			2042		
2033			2043		
2034			2044		

Section 3. General Characteristics and Form of the Certificates. The Certificates shall be issued, shall be payable, may be redeemable prior to their scheduled maturities, shall have the characteristics, and shall be signed and executed (and the Certificates shall be sealed) all as provided and in the manner indicated in the form set forth below. The Form of the Certificates, the form of Statement of Insurance, the Form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be printed and manually endorsed on the Initial Certificate, the Form of the Authentication Certificate, the Form of Statement of Insurance, and the Form of Assignment, which shall be, respectively, substantially as follows, with necessary and appropriate variations, omissions, and insertions as permitted or required by this Ordinance, and the definitions contained within each such form shall apply solely to such form:

FORM OF CERTIFICATES

[FORM OF DEFINITIVE CERTIFICATES]

NUMBER
R- _____
REGISTERED

DENOMINATION
\$ _____
REGISTERED

United States of America
State of Texas
CITY OF KINGSVILLE, TEXAS
CERTIFICATE OF OBLIGATION,
SERIES 2024

<u>INTEREST RATE</u> 5.000%	<u>MATURITY DATE</u> August 1, ____	<u>DATED DATE</u> May 1, 2024	<u>DELIVERY DATE</u> June 12, 2024	<u>CUSIP NO.</u> 496782
--------------------------------	--	----------------------------------	---------------------------------------	----------------------------

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ (\$ _____)

THE CITY OF KINGSVILLE, TEXAS (the "Issuer" or the "City"), being a municipal corporation and a political subdivision of the State of Texas, promises to pay to the Registered Owner,

specified above, or registered assigns (the "Owner"), on the Maturity Date, specified above, upon presentation and surrender of this Certificate at the designated payment office of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, Houston, Texas, or its successor (the "Paying Agent/Registrar"), the Principal Amount, specified above, in lawful money of the United States of America, and to pay interest thereon at the Interest Rate, specified above, calculated on the basis of a 360-day year of twelve 30-day months, from the Delivery Date, specified above. Interest on this Certificate is payable by check payable on February 1, 2025 and on each August 1 and February 1 thereafter, mailed to the Owner of record as shown on the books of registration kept by the Paying Agent/Registrar, as of the date which is the 15th calendar day of the month next preceding the interest payment date (the "Record Date"), or in such other manner as may be acceptable to the Owner and the Paying Agent/Registrar.

THIS CERTIFICATE is one of a series of Certificates (the "Certificates") dated as of the Dated Date, of like designation, date, and tenor, except as to number, interest rate, denomination, and maturity issued pursuant to the authorizing ordinance adopted by the City Commission of the City on May 13, 2024 (the "Ordinance"), in the original aggregate principal amount of \$_____ for the purpose of providing for the payment of contractual obligations to be incurred in connection with the design, planning, acquisition, construction, equipping, expansion, repair, renovation, and/or rehabilitation of certain City-owned public property, specifically: (1) a new fire station, (2) purchase an ambulance, (3) equipment for the fire department including fire trucks, and (4) payment of contractual obligations for professional services in connection therewith (to wit: consulting, engineering, financial advisory, and legal).

THE CITY RESERVES THE RIGHT to redeem the Certificates maturing on or after August 1, 20__, in whole or in part, on August 1, 20__ or on any interest payment date thereafter. Such optional redemption shall be at a redemption price of par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption. If less than all of the Certificates are to be redeemed, the particular Certificates to be redeemed shall be selected by the City in integral multiples of \$5,000 within any one maturity. If less than all of the Certificates of a certain maturity are to be redeemed, the particular Certificate or portions thereof to be redeemed will be selected by the Paying Agent/Registrar by such random method as the Paying Agent/Registrar shall deem fair and appropriate.

IF A CERTIFICATE subject to redemption is in a denomination larger than \$5,000, a portion of such Certificate may be redeemed, but only in integral multiples of \$5,000. Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a Certificate of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered.

NOTICE OF REDEMPTION shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least 30 days prior to the date fixed for any such redemption, to the Owner of each Certificate, or portion thereof to be redeemed, at its address as it appeared on the Register on the close of business or the business day next preceding the date of mailing such notice; provided, however, that the failure to send, mail, or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificate. By the date fixed for any such redemption, due provision shall be made by the City with the Paying Agent/Registrar for the payment of the required redemption price for this Certificate or the portion hereof which is to be so redeemed, plus accrued interest thereon to the date fixed for redemption. If such notice of redemption is given, and if due provision for such payment is made, all as provided above, this Certificate, or the portion thereof which is to be so redeemed, thereby automatically shall be redeemed prior to its scheduled maturity, and shall not bear interest after the date fixed for its redemption, and shall

not be regarded as being outstanding except for the right of the Owner to receive the redemption price plus accrued interest to the date fixed for redemption from the Paying Agent/Registrar out of the funds provided for such payment. The Paying Agent/Registrar shall record in the Register all such redemptions of principal of this Certificate or any portion hereof. If a portion of any Certificate shall be redeemed, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Ordinance. Capitalized terms used herein have the same meanings assigned in the Ordinance.

With respect to any optional redemption of the Certificates, unless the Paying Agent/Registrar has received funds sufficient to pay the principal and premium, if any, and interest on the Certificates to be redeemed before giving of a notice of redemption, the notice of redemption may state the City may condition redemption on the receipt by the Paying Agent/Registrar of such funds on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, that the Certificates have not been redeemed.

THE CERTIFICATES are issued pursuant to the Ordinance whereunder the City Commission of the City covenants to levy a continuing, direct, annual ad valorem tax on taxable property within the City, within the limits prescribed by law, for each year while any part of the Certificates are considered outstanding under the provisions of the Ordinance, in a sufficient amount to pay interest on each Certificate as it becomes due, to provide a sinking fund for the payment of the principal of the Certificates when due, and to pay the expenses of assessing and collecting such tax, and this Certificate is additionally secured by and payable from a limited pledge of the Surplus Revenues of the City's Waterworks and Sewer System (the "System"), which amount is payable from the revenues remaining after payment of all operation and maintenance expenses of the System, and all debt service, reserve, and other requirements in connection with all of the Issuer's revenue bonds or other obligations (now or hereafter outstanding) which are payable from all or any part of the "Net Revenues" of the System. Reference is hereby made to the Ordinance for provisions with respect to the custody and application of the City's funds, remedies in the event of a default hereunder or thereunder, and the other rights of the Owner. By acceptance of this Certificate, the Owner consents to all of the provisions of the Ordinance, a certified copy of which is on file in the office of the City Secretary.

IF THE DATE for the payment of the principal of or interest on the Certificates shall be a Saturday, a Sunday, a legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding business day; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE IS TRANSFERABLE OR EXCHANGEABLE only upon presentation and surrender at the designated payment office of the Paying Agent/Registrar. If this Certificate is being transferred, it shall be duly endorsed for transfer or accompanied by an assignment duly executed by the Owner, or his authorized representative, subject to the terms and conditions of the Ordinance. If this Certificate is being exchanged, it shall be in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Ordinance.

The Owner of this Certificate shall be deemed and treated by the City and the Paying Agent/Registrar as the absolute owner hereof for all purposes, including payment and discharge of liability upon this Certificate to the extent of such payment, and the City and the Paying Agent/Registrar shall not be affected by any notice to the contrary.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Owners.

IT IS HEREBY CERTIFIED, COVENANTED, AND REPRESENTED that all acts, conditions, and things necessary to be done precedent to the issuance of the Certificates in order to render the same legal, valid, and binding obligations of the City have happened and have been accomplished and performed in regular and due time, form, and manner, as required by law; that provision has been made for the payment of the principal of and interest on the Certificates by the levy of a continuing, direct, annual ad valorem tax upon all taxable property within the City, within the limit prescribed by law, and from the above described limited pledge of the Surplus Revenues of the System; and that issuance of the Certificates does not exceed any constitutional or statutory limitation.

BY BECOMING the Owner of this Certificate, the Owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, and agrees that the terms and provisions of this Certificate and the Ordinance constitute a contract between each Owner and the City.

IN WITNESS WHEREOF, this Certificate has been signed with the manual or facsimile signature of the Mayor of the Issuer and countersigned with the manual or facsimile signature of the City Secretary of the Issuer, and the official seal of the Issuer has been duly impressed, or placed in facsimile, on this Certificate.

CITY OF KINGSVILLE, TEXAS

/s/ Mary Valenzuela
City Secretary

/s/ Sam R. Fugate
Mayor

(CITY SEAL)

* * *

FORM OF STATEMENT OF INSURANCE

STATEMENT OF INSURANCE

_____ (“___”), New York, New York, has delivered its municipal bond insurance policy (the “Policy”) with respect to the scheduled payments due of principal of and interest on this Certificate to U.S. Bank Trust Company, National Association, Houston, Texas, or its successor, as paying agent for the Certificates (the “Paying Agent”). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from ___ or the Paying

Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Certificates, the owner acknowledges and consents (i) to the subrogation and all other rights of ___ as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the Ordinance or this Certificate, ___ shall be deemed to be the sole owner of the Certificates for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Certificates or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the Ordinance, at law or in equity.

* * *

FORM OF AUTHENTICATION CERTIFICATE

AUTHENTICATION CERTIFICATE

This Certificate of Obligation is one of the Certificates described in and delivered pursuant to the within-mentioned Ordinance, and this Certificate has been issued in conversion of and exchange for, or replacement of, a Certificate, Certificates, or a portion of a Certificate or Certificates of an issue which was originally approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, Houston, Texas
Paying Agent/Registrar

Registration Date: _____ By _____
Authorized Signature

* * *

FORM OF ASSIGNMENT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

(Please insert Social Security or Taxpayer Number of Transferee) (Please print or typewrite name and address, including zip Identification code, of Transferee)

_____ the within Certificate of Obligation and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to register the transfer of the within Certificate of Obligation on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond with the name of the Owner as it appears upon the front of this Certificate of Obligation in every particular, without alteration or enlargement or any change whatsoever.

The following abbreviations, when used in the Assignment above or on the face of the within Certificate of Obligation, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT - _____ Custodian _____
(Cust) (Minor)
under Uniform Gifts to Minors Act _____
(State)

Additional abbreviations may also be used though not in the list above.

* * *

[FORM OF INITIAL CERTIFICATE]

The Initial Certificate shall be in the form set forth above for the Definitive Certificates, except the following shall replace the heading and the first paragraph:

NO. I-1 \$ _____

United States of America
State of Texas
CITY OF KINGSVILLE, TEXAS
CERTIFICATE OF OBLIGATION, SERIES 2024

DATED DATE: MAY 1, 2024

DELIVERY DATE: JUNE 12, 2024

REGISTERED OWNER: SAMCO CAPITAL MARKETS, INC.

PRINCIPAL AMOUNT: _____ AND NO/100 DOLLARS
(\$ _____)

THE CITY OF KINGSVILLE, TEXAS (the "City"), for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner, specified above, or the

registered assigns thereof (the "Owner"), the Principal Amount, specified above, with principal installments payable on August 1 in each of the years, and bearing interest at per annum rates in accordance with the following schedule:

<u>YEARS OF STATED MATURITY</u>	<u>PRINCIPAL INSTALLMENT</u>	<u>INTEREST RATE</u>
	\$	%

(Information to be inserted from schedule in Section 2 hereof.)

INTEREST on the unpaid Principal Amount hereof from the Delivery Date, specified above, or from the most recent interest payment date to which interest has been paid or duly provided for until the Principal Amount has become due and payment thereof has been made or duly provided for shall be paid computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 1 and August 1 of each year, commencing February 1, 2025.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The final payment of principal of this Certificate shall be paid to the Owner hereof upon presentation and surrender of this Certificate at final maturity, at the designated payment office of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, Houston, Texas, which is the "Paying Agent/Registrar" for this Certificate. The payment of principal installments and interest on this Certificate shall be made by the Paying Agent/Registrar to the Owner hereof as shown by the Registration Books kept by the Paying Agent/Registrar at the close of business on the Record Date by check drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check shall be sent by the Paying Agent/Registrar by United States mail, postage prepaid, on each such payment date, to the registered owner hereof at its address as it appears on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. The record date for determining the person to whom payments hereon shall be made (the "Record Date") means the 15th calendar day of the month preceding a scheduled payment. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new Record Date for such payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment thereof have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due payment (the "Special Payment Date", which shall be 15 calendar days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of the Owner appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice. The City covenants with the Owner that no later than each principal installment payment date and interest payment date for this Certificate it will make available to the Paying Agent/Registrar the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due, in the manner set forth in the ordinance authorizing the issuance of the Certificates adopted by the City Commission of the City on May 13, 2024 (the "Ordinance").

* * *

FORM OF REGISTRATION CERTIFICATE OF COMPTROLLER OF PUBLIC ACCOUNTS

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I HEREBY CERTIFY THAT there is on file and of record in my office an opinion to the effect that the Attorney General of the State of Texas has examined and finds that this Certificate of Obligation has been issued in conformity with the Constitution and laws of the State of Texas and is a valid and binding obligation of the City of Kingsville, Texas, and further that this Certificate of Obligation has been registered this day by me.

WITNESS my signature and seal of office this _____.

(COMPTROLLER'S SEAL)

Comptroller of Public Accounts of the State of Texas

* * *

[END OF FORMS]

In case any officer of the City whose manual or facsimile signature shall appear on any Certificate shall cease to be such officer before the delivery of any such Certificate, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in office until such delivery. Any Certificate which bears the facsimile signature of such person who at the actual time of the delivery of such Certificate shall be an officer authorized to sign such Certificate, but who at the date of such Certificate was not such an officer, shall be validly and sufficiently signed for all purposes as if such person had been such officer at the date of such Certificate. The City authorizes the printing of a true and correct copy of an opinion of Winstead PC, Bond Counsel, relating to the validity and enforceability of the Certificates under Texas law and the status of interest on the Certificates under federal income tax laws on the reverse side of each of the Certificates over a certificate of identification executed by the facsimile signature of the City Secretary, and also authorizes the imprinting of CUSIP (the American Bankers Association's Committee on Uniform Securities Identification Procedures) numbers on the Certificates; provided, however, that the failure of such opinion, certificate, or CUSIP numbers to appear on any Certificate, or any errors therein, or in any part of the Certificate the form of which is not included in this Ordinance, shall in no way affect the validity or enforceability of the Certificates or relieve the Initial Purchaser of its obligation to accept delivery of and pay for the Certificates.

Section 4. Definitions. In addition to other words and terms defined in this Ordinance (except those defined and used in Section 3), and unless a different meaning or intent clearly appears in the context, the following words and terms shall have the following meanings, respectively:

"Additional Obligations" means such other bonds, certificates, or other evidences of indebtedness as may hereafter be authorized, payable from and equally secured by a pledge of the Surplus Revenues.

"Certificates" means any Certificate or Certificates or all of the Certificates, as the case may be, of that series styled "City of Kingsville, Texas Certificates of Obligation, Series 2024" in the original aggregate principal amount of \$ _____ authorized by this Ordinance.

"Code" means the Internal Revenue Code of 1986, as amended.

“Government Obligations” means the (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency of instrumentality and that, on the date the governing body of the City adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the City adopts or approves the proceedings and authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; or (iv) such other obligations as may be permitted from time to time by applicable Texas law .

“Initial Certificate” means the Certificate registered by the Comptroller of Public Accounts as described in Section 10 hereof.

“Initial Purchaser” means SAMCO Capital Markets, Inc.

“Insurer” means _____, (“___”), a New York stock insurance company, or any successor thereto or assignee thereof.

“Interest Payment Date” means when used in connection with any Certificate, shall mean February 1, 2025 and on each August 1 and February 1 thereafter until maturity or earlier redemption of such Certificate.

“Issuer” or “City” means the City of Kingsville, Texas, a municipal corporation and a political subdivision of the State of Texas, or any successor thereto.

“Net Revenues” means the gross revenues of the System less the expense of operation and maintenance thereof, including all salaries, labor, materials, interest, repairs, and extensions necessary to render efficient service; provided, however, that only such repairs and extensions as in the judgment of the City Commission, reasonably and fairly exercised, are necessary to keep the System in operation and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair the security of any bonds payable from and secured by a lien on the Net Revenues of the System shall be deducted in determining “Net Revenues.”

“Ordinance” means this “Ordinance Authorizing the Issuance of ‘City of Kingsville, Texas Certificates of Obligation, Series 2024’ and Approving All Other Matters Related to the Issuance of the Certificates of Obligation” adopted by the City Commission on May 13, 2024.

“Owners” means any person who shall be the registered owner of any outstanding Certificates.

“Parity Bonds Ordinances” means the ordinances authorizing the City’s bonds payable from a first lien on the Net Revenues and any additional bonds as defined therein.

“Paying Agent/Registrar” means U.S. Bank Trust Company, National Association, Houston, Texas and such other bank or trust company as may hereafter be appointed in substitution therefor or in addition thereto to perform the duties of Paying Agent/Registrar in accordance with this Ordinance.

“Paying Agent/Registrar Agreement” means the agreement dated as of May 1, 2024, between the Paying Agent/Registrar and the City relating to the registration, authentication, and transfer of the Certificates, substantially in the form attached hereto as Exhibit “A”.

“Policy” means the insurance policy issued by the Insurer (defined below) guaranteeing the scheduled payment of principal of and interest on the Certificates.

“Record Date” means the date for determining the person to whom interest is payable on the next Interest Payment Date being the 15th calendar day of the month next preceding the applicable Interest Payment Date.

“Register” means the books of registration kept by the Paying Agent/Registrar in which are maintained the names and addresses of and the principal amounts registered to each Owner.

Terms not otherwise defined herein are those used in the Parity Bonds Ordinances.

Section 5. City Funds. The City hereby confirms the establishment of the following funds of the City at a depository of the City:

(a) Interest and Sinking Fund, Tax Levy, and Pledge of Revenues. A special “City of Kingsville, Texas Certificates of Obligation Series 2024 Interest and Sinking Fund” (the “Interest and Sinking Fund”) is hereby created and shall be established and maintained by the City at an official depository bank of the City. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the Issuer, and shall be used only for paying the interest on and principal of the Certificates. The net proceeds of all ad valorem taxes levied and collected for and on account of the Certificates shall be deposited, as collected, to the credit of the Interest and Sinking Fund.

During each year while any of the Certificates or interest thereon are outstanding and unpaid, the governing body of the Issuer shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal thereof as such principal matures (but never less than 2% of the original principal amount of the Certificates as a sinking fund each year); and the tax shall be based on the latest approved tax rolls of the Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. The rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the Issuer for each year while any of the Certificates or interest thereon are outstanding and unpaid, and the tax shall be assessed and collected each year and deposited to the credit of the Interest and Sinking Fund. The ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Certificates, as such interest comes due and such principal matures, are hereby pledged irrevocably for such payment, within the limit prescribed by law.

That said Certificates, together with other obligations of the City, are additionally secured by and shall be payable from and secured by the collection of the revenues of the City’s Net Revenues after payment of any debt service, reserve, or other obligations (now or hereafter outstanding) which are payable from all or any part of the Net Revenues of the City’s Waterworks and Sewer System, pursuant to Chapter 1502, Texas Government Code, as amended, with such amount of the revenues from the Waterworks and Sewer System, not to exceed \$1,000, constituting “Surplus Revenues”. The City shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to this Section 5, to the extent necessary to pay the principal and interest on the Certificates of Obligation. Notwithstanding the requirements of Section 5, if revenues are actually on deposit or budgeted for deposit

in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be levied pursuant to this Section 5 may be reduced to the extent and by the amount of the revenues then on deposit in the Interest and Sinking Fund or budgeted for deposit therein.

The City reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation, and other obligations of any kind payable in whole or in part from, and secured by a pledge of the Surplus Revenues of the System that may be prior and superior in right to, on a parity with, or junior and subordinate to the subordinate pledge of the Surplus Revenues securing the Certificates.

(b) Project Fund. A special "City of Kingsville, Texas Certificates of Obligation Series 2024 Project Fund" (the "Project Fund") is hereby created and shall be established and maintained by the City at an official depository bank of the City. The Project Fund is the fund into which the net proceeds of the Certificates shall be deposited. Money in the Project Fund shall be used to pay the costs necessary or appropriate to accomplish the purposes for which the Certificates are issued.

Section 6. Perfection of Security. Chapter 1208, Texas Government Code, applies to the issuance of the Certificates and the pledge of the proceeds of ad valorem taxes and Net Revenues thereto, and such pledge is, therefore, valid, effective, and perfected. Should Texas law be amended at any time while the Certificates are outstanding and unpaid, the result of such amendment being that the pledge of the ad valorem tax proceeds and Surplus Revenues is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, in order to preserve to the registered owners of the Certificates a security interest in such pledge, the City agrees to take such measures as it determines are reasonable and necessary to enable a filing of a security interest in said pledge to occur.

Section 7. Investments and Security. (a) Investment of Funds. The City may place money in any fund created by this Ordinance in time or demand deposits or invest such money as authorized by law at the time of such deposit; provided, however, that the City hereby covenants that the proceeds of the sale of the Certificates will be used as soon as practicable for the purposes for which the Certificates are issued. Obligations purchased as an investment of money in a fund shall be deemed to be a part of such fund.

(b) Amounts Received from Investments. Except as otherwise provided by law, amounts received from the investment of the Project Fund may be retained in such fund or deposited to the Interest and Sinking Fund as determined by the City Commission. Any amounts received from the investment of the Interest and Sinking Fund shall be deposited in the Interest and Sinking Fund.

(c) Security for Funds. All funds created by this Ordinance shall be secured in the manner and to the fullest extent required by law for the security of funds of the City.

Section 8. Covenants of the City. (a) General Covenants. The City covenants and represents that:

(i) The City is a duly created city, operating and existing under the laws of the State of Texas, and is duly authorized under the laws of the State of Texas to create and issue the Certificates, all action on its part for the creation and issuance of the Certificates has been duly and effectively taken, and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

(ii) The Certificates shall be ratably secured in such manner that no one Certificate shall have preference over other Certificates.

(b) Specific Covenants. The City covenants and represents that while the Certificates or any Additional Obligations are outstanding and unpaid, it will comply with and perform the covenants and agreements of the Parity Bonds Ordinances.

(c) Covenants Regarding Tax Matters. The City covenants to take any action to maintain, or refrain from any action which would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in "gross income" for federal income tax purposes. In furtherance thereof, the City specifically covenants as follows:

(i) To refrain from taking any action which would result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(ii) To take any action to assure that no more than 10% of the proceeds of the Certificates or the projects financed therewith are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10% of the proceeds or the projects financed therewith are so used, that amounts, whether or not received by the City with respect to such private business use, do not under the terms of this Resolution or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10% of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(iii) To take any action to assure that in the event that the "private business use" described in paragraph (ii) hereof exceeds 5% of the proceeds of the Certificates or the projects financed therewith, then the amount in excess of 5% is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(iv) To take any action to assure that no amount which is greater than the lesser of \$5,000,000 or 5% of the proceeds of the Certificates is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(v) To refrain from taking any action which would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(vi) Except to the extent permitted by section 148 of the Code and the regulations and rulings thereunder, to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificates.

(vii) To otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings);

(viii) Except to the extent otherwise provided in section 148(f) of the Code and the regulations and rulings thereunder, to pay to the United States of America at least once during each five year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90% of the "Excess Earnings," within the meaning of section 148(f) of the Code, and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100% of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(ix) To maintain such records as will enable the City to fulfill its responsibilities under this subsection and section 148 of the Code and to retain such records for at least six years following the final payment of principal and interest on the Certificates.

For the purposes of the foregoing, in the case of a refunding bond, the term proceeds includes transferred proceeds and, for purposes of paragraphs (ii) and (iii), proceeds of the refunded bonds.

The covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Certificates, the City will not be required to comply with any covenant contained herein to the extent that such modification or expansion, in the opinion of nationally-recognized bond counsel, will not adversely affect the exclusion from gross income of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exclusion from gross income of interest on the Certificates under section 103 of the Code.

Proper officers of the City charged with the responsibility of issuing the Certificates are hereby authorized and directed to execute any documents, certificates, or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

Notwithstanding any other provision in this Ordinance, to the extent necessary to preserve the exclusion from gross income of interest on the Certificates under section 103 of the Code the covenants contained in this subsection shall survive the later of the defeasance or discharge of the Certificates.

(d) Covenants Regarding Sale, Lease, or Disposition of Financed Property. The City covenants that the City will regulate the use of the property financed, directly or indirectly, with the proceeds of the Certificates and will not sell, lease, or otherwise dispose of such property unless (i) the City takes the remedial measures as may be required by the Code and the regulations and rulings thereunder in order to preserve the exclusion from gross income of interest on the Certificates under section 103 of the Code or (ii) the City seeks the advice of nationally-recognized bond counsel with respect to such sale, lease, or other disposition.

Section 9. Paying Agent/Registrar. The Paying Agent/Registrar is hereby appointed as paying agent for the Certificates and the City is hereby authorized to enter into any type of agreement necessary for the Paying Agent/Registrar to perform its duties hereunder. The principal of and interest on the Certificates shall be payable, without exchange or collection charges, in any coin or currency of the United States of America, which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they respectively become due and payable, whether at maturity or by prior redemption, at the principal corporate trust office of the Paying

Agent/Registrar. The interest on each Certificate shall be payable by check payable on the Interest Payment Date mailed by the Paying Agent/Registrar on or before each Interest Payment Date to the Owner of record as of the Record Date, to the address of such Owner as shown on the Register, or in such other manner as may be acceptable to the Owner and the Paying Agent/Registrar.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name any Certificate is registered as the absolute Owner of such Certificate for the purpose of making and receiving payment of the principal thereof and premium, if any, thereon, and for the further purpose of making and receiving payment of the interest thereon and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Certificate in accordance with this Ordinance shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

So long as any Certificates remain outstanding, the Paying Agent/Registrar shall keep the Register at its principal corporate trust office in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with the terms of this Ordinance.

The City may at any time and from time to time appoint another Paying Agent/Registrar in substitution for the previous Paying Agent/Registrar; provided that any such Paying Agent/Registrar shall be a corporation organized and doing business under the laws of the United States of America or any State, authorized under such laws to exercise trust powers, subject to supervision or examination by federal or state authority, and a transfer agent registered with the Securities and Exchange Commission. In such event, the City shall give notice by certified mail to each Owner at least 30 days prior to the effective date of such substitution. Any bank or trust company with or into which any Paying Agent/Registrar may be merged or consolidated, or to which the assets and business of Paying Agent/Registrar may be sold or otherwise transferred, shall be deemed the successor of such Paying Agent/Registrar for the purposes of this Ordinance.

The Mayor and City Secretary are hereby authorized to enter into, execute, and deliver the Paying Agent/Registrar Agreement with the initial Paying Agent/Registrar in substantially the form presented to the City on this date.

Section 10. Initial Certificate; Exchange or Transfer of Certificates. Initially, one Certificate (the "Initial Certificate") numbered I-1 as described in Section 2, and representing the entire principal amount of the Certificates shall be registered in the name of the Initial Purchaser and shall be executed and submitted to the Attorney General of Texas for approval, and thereupon certified by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent, by manual signature, and the Initial Certificate shall be effective and valid without the Authentication Certificate being signed by the Paying Agent/Registrar. At any time thereafter, the Owner may deliver the Initial Certificate to the Paying Agent/Registrar for exchange, accompanied by instructions from the Owner or designee designating the persons, maturities, and principal amounts to and in which the Initial Certificates are to be transferred and the addresses of such persons, and the Paying Agent/Registrar shall thereupon, within not more than three days, register and deliver such Certificates upon authorization of the City as provided in such instructions.

Each Certificate shall be transferable only upon the presentation and surrender thereof at the principal corporate trust office of the Paying Agent/Registrar, duly endorsed for transfer, or accompanied by an assignment duly executed by the Owner or his authorized representative in form satisfactory to the

Paying Agent/Registrar. Upon presentation of any Certificate for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, to the extent possible and under reasonable circumstances within three business days after such presentation, a new Certificate or Certificates, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Certificate or Certificates so presented.

All Certificates shall be exchangeable upon presentation and surrender thereof at the principal corporate trust office of the Paying Agent/Registrar for a Certificate or Certificates of the same maturity and interest rate and in any authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of the Certificate or Certificates presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Certificates in accordance with this Ordinance and each Certificate so delivered shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such Certificate is delivered.

The City or the Paying Agent/Registrar may require the Owner of any Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Certificate. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the City.

Section 11. Sale of Certificates; Approval of Official Statement. (a) Sale. The sale of the Certificates to the Initial Purchaser pursuant to the Bond Purchase Agreement attached hereto as Exhibit "B" is hereby confirmed and delivery of the Certificates to the Initial Purchaser shall be made as soon as practicable after the adoption of this Ordinance, upon payment therefor, in accordance with the Bond Purchase Agreement. The Mayor or the City Manager are hereby authorized to sign and deliver the Bond Purchase Agreement. The proceeds from the sale of the Certificates (net Underwriters' discount) shall be used in the following manner: (i) \$ _____ shall be deposited to the credit of the Project Fund to be used to accomplish the purposes for which the Certificates were issued; and (ii) \$ _____ (which includes the Underwriter's discount and insurance premium) shall be used to pay the cost of issuing the Certificates.

(a) Approval of Official Statement. The City hereby approves the form and content of the Official Statement relating to the Certificates and any addenda, supplement, or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Certificates by the Initial Purchaser in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The form and content of and the distribution and use of the Preliminary Official Statement dated May 6, 2024, prior to the date hereof is hereby ratified and confirmed. The Commission finds and determines that the Preliminary Official Statement is "deemed final" as that term is defined in 17 C.F.R. Section 240.15c2-12.

(b) Legal Opinion. The Initial Purchaser's obligation to accept delivery of the Certificates is subject to their being furnished an opinion of Winstead PC, Bond Counsel, such opinion to be dated and delivered as of the date of delivery and payment for the Certificates.

(c) Registration and Delivery. Upon the registration of the Initial Certificate, the Comptroller of Public Accounts of the State of Texas is authorized and instruct to deliver the Initial Certificate pursuant to the instruction of the Mayor for delivery to the Initial Purchaser.

Section 12. Municipal Bond Insurance Policy. On the date of delivery of the Certificates, the City will obtain from the Insurer the Policy in support of the Certificates. To that end, for so long as said policy is in effect, the requirements of the Insurer, as a condition to the issuance of said policy, to be attached as Exhibit C (if applicable), are incorporated by reference into this Ordinance and made a part hereof for all purposes, notwithstanding any other provision of this Ordinance to the contrary. The City is authorized to use proceeds of the Certificates to purchase such policy.

Section 13. Book-Entry Only System. (a) The definitive Certificates shall be initially issued in the name of Cede & Co., as nominee of DTC, as Owner of the Certificates, and held in custody of DTC. A single certificate will be issued and delivered to DTC for each maturity of the Certificates. Beneficial owners of definitive Certificates will not receive physical delivery of Certificates except as provided hereinafter. For so long as DTC shall continue to serve as securities depository for the Certificates as provided herein, all transfers of beneficial ownership interest will be made by book-entry only, and no investor or other person purchasing, selling, or otherwise transferring beneficial ownership of Certificates is to receive, hold, or deliver any Certificates. No person shall acquire or hold any beneficial interest in any Certificate representing a portion of the principal amount of such Certificate which is other than \$5,000 or an integral multiple thereof.

(b) Replacement definitive Certificates may be issued directly to beneficial owners of Certificates other than DTC, or its nominee, but only in the event that (i) DTC determines not to continue to act as securities depository for the Certificates (which determination shall become effective no less than 90 days after written notice to such effect to the Issuer and the Paying Agent/Registrar); or (ii) the Issuer has advised DTC of its determination (which determination is conclusive as to DTC and beneficial owners of the Certificates) that DTC is incapable of discharging its duties as securities depository for the Certificates; or (iii) the Issuer has determined (which determination is conclusive as to DTC and the beneficial owners of the Certificates) that the interests of the beneficial owners of the Certificates might be adversely affected if such book-entry only system of transfer is continued. Upon occurrence of any event described in (i) or (ii) above, the Issuer shall use its best efforts to attempt to locate another qualified securities depository. If the Issuer fails to locate another qualified securities depository to replace DTC, the Issuer shall cause to be executed, authenticated, and delivered replacement Certificates, in certificate form, to the DTC participants having an interest in the Certificates as shown on the records of DTC provided by DTC to the Issuer. In the event that the Issuer makes the determination described in (iii) above and has made provisions to notify the beneficial owners of Certificates of such determination by mailing an appropriate notice to DTC, it shall cause to be issued replacement Certificates in certificate form to the DTC participants having an interest in the Certificates as shown on the records of DTC provided by DTC to the Issuer. The Issuer undertakes no obligation to make any investigation to determine the occurrence of any events that would permit the Issuer to make any determination described in (ii) or (iii) above.

(c) Whenever, during the term of the Certificates, the beneficial ownership thereof is determined by a book entry at DTC, the requirements in this Ordinance of holding, delivering, or transferring Certificates shall be deemed modified to require the appropriate person or entity to meet the requirement of DTC as to registering or transferring the book entry to produce the same effect.

(d) If at any time DTC ceases to hold the Certificates, all references herein to DTC shall be of no further force or effect.

Section 14. City Officers' Duties. (a) Issuance of Certificates. The Mayor shall submit the Initial Certificate, the record of the proceedings authorizing the issuance of the Certificates, and any and all other necessary orders, certificates, and records to the Attorney General of the State of Texas for his

investigation. After obtaining the approval of the Attorney General, the Mayor shall cause the Initial Certificate to be registered by the Comptroller of Public Accounts of the State of Texas. The officers or acting officers of the City are authorized to execute and deliver on behalf of the City such certificates and instruments as may be required, necessary, or appropriate prior to delivery of and payment for the Certificates to and by the Initial Purchaser and to accomplish the purposes of this Ordinance.

(b) Execution of Ordinance. The Mayor and the City Secretary are authorized to execute the Certificate to which this Ordinance is attached on behalf of the City and to do any and all things proper and necessary to carry out the intent thereof.

Section 15. Remedies of Owners. In addition to all rights and remedies of any Owner of the Certificates provided by the laws of the State of Texas, the City covenants and agrees that in the event the City defaults in the payment of the principal of or interest on any of the Certificates when due, fails to make the payments required by this Ordinance to be made into the Interest and Sinking Fund, or defaults in the observance or performance of any of the covenants, conditions, or obligations set forth in this Ordinance, the Owner of any of the Certificates shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the City and other officers of the City to observe and perform any covenant, obligation, or condition prescribed in this Ordinance. No delay or omission by any Owner to exercise any right or power accruing to such Owner upon default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right or power may be exercised from time to time and as often as may be deemed expedient. The specific remedies mentioned in this Ordinance shall be available to any Owner of any of the Certificates and shall be cumulative of all other existing remedies.

Section 16. Lost, Stolen, Destroyed, Damaged, or Mutilated Certificates; Destruction of Paid Certificates. (a) Replacement Certificates. In the event any outstanding Certificate shall become lost, stolen, destroyed, damaged, or mutilated, at the request of the Owner thereof, the City shall cause to be executed, registered by the Paying Agent/Registrar, and delivered a substitute Certificate of like date and tenor, in exchange and substitution for and upon cancellation of such mutilated or damaged Certificate, or in lieu of and substitution for such Certificate, lost, stolen, or destroyed, subject to the provisions of subsections (b), (c), (d) and (e) of this Section.

(b) Application and Indemnity. Application for exchange and substitution of lost, stolen, destroyed, damaged, or mutilated Certificates shall be made to the City. In every case the applicant for a substitute Certificate shall furnish to the City such deposit for fees and costs as may be required by the City to save it and the Paying Agent/Registrar harmless from liability. In every case of loss, theft, or destruction of a Certificate, the applicant shall also furnish to the City indemnity to the City's satisfaction and shall file with the City evidence to the City's satisfaction of the loss, theft, or destruction and of the ownership of such Certificate. In every case of damage or mutilation of a Certificate, the applicant shall surrender the Certificate so damaged or mutilated to the Paying Agent/Registrar.

(c) Matured Certificates. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred which is then continuing in payment of the principal of or interest on the Certificates, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a substitute Certificate, if any, provided security or indemnity is furnished as above provided in this Section.

(d) Expenses of Issuance. Upon the issuance of any substitute Certificate, the City may charge the owner of such Certificate with all fees and costs incurred in connection therewith. Every substitute Certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost,

stolen, destroyed, damaged, or mutilated shall constitute a contractual obligation of the City, whether or not the lost, stolen, destroyed, damaged, or mutilated Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) Authority to Issue Substitute Certificates. This Ordinance shall constitute sufficient authority for the issuance of any such substitute Certificate without necessity of further action by the City or any other body or person, and the issuance of such substitute Certificates is hereby authorized, notwithstanding any other provisions of this Ordinance.

(f) Destruction of Paid Certificates. At any time subsequent to the payment thereof, the Paying Agent/Registrar is authorized to cancel and destroy any Certificates duly paid, and promptly after any such destruction, the Paying Agent/Registrar shall furnish to the City a certificate evidencing such destruction.

Section 17. Redemption. The City reserves the right to redeem the Certificates as described in the Form of Certificates in Section 3 hereof.

Section 18. Defeasance. (a) Except to the extent provided in subsection (c) of this Section, any Certificate, and the interest thereon, shall be deemed to be paid, retired, and no longer outstanding within the meaning of this Ordinance (a "Defeased Certificate") when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity, redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to a person described by Section 1207.061(a), Texas Government Code, as amended (a "Depository"), with respect to the safekeeping, investment, administration, and disposition of a deposit made under Section 1207.061, Texas Government Code, as amended, for such payment (the "Deposit") (A) lawful money of the United States of America sufficient to make such payment or (B) Government Obligations, which may be in book-entry form, that mature and bear interest payable at times and in amounts sufficient to provide for the scheduled payment or redemption of any Defeased Certificate. To cause a Certificate scheduled to be paid or redeemed on a date later than the next scheduled interest payment date on such Certificate to become a Defeased Certificate, the City must, with respect to the Deposit, enter into an escrow or similar agreement with a Depository.

In connection with any defeasance of the Certificates, the City shall cause to be delivered: (i) in the event an escrow or similar agreement has been entered into with a Depository to effectuate such defeasance, a report of an independent firm of nationally recognized certified public accountants verifying the sufficiency of the escrow established to pay the Defeased Certificates in full on the maturity or redemption date thereof (the "Verification"); or (ii) in the event no escrow or similar agreement has been entered into, a certificate from the Finance Director certifying that the amount deposited with a Depository is sufficient to pay the Defeased Certificates in full on the maturity or redemption date thereof. In addition to the required Verification or certificate, the City shall also cause to be delivered an opinion of nationally recognized bond counsel to the effect that the Defeased Certificates are no longer outstanding pursuant to the terms hereof and a certificate of discharge of the Paying Agent/Registrar with respect to the Defeased Certificates. The Verification, if any, and each certificate and opinion required hereunder shall be acceptable in form and substance, and addressed, if applicable, to the Paying Agent/Registrar and the City. The Certificates shall remain outstanding hereunder unless and until they are in fact paid and retired or the above criteria are met.

At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, and all herein required criteria have been met, such Certificate and the interest thereon shall no longer be outstanding or unpaid and shall no longer be entitled to the benefits of the pledge of the security interest granted under this Ordinance, and such principal and interest shall be payable solely from the Deposit of money or Government Obligations; provided, however, the City has reserved the option to be exercised at the time of the defeasance of the Certificates, to call for redemption, at an earlier date, those Certificates which have been defeased to their maturity date, if the City: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Certificates for redemption; (ii) gives notice of the reservation of that right to the Owners immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of reservation be included in any redemption notices that it authorizes.

(b) Any money so deposited with a Depository may at the written direction of the City also be invested in Government Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from such Government Obligations received by a Depository which is not required for the payment of the Defeased Certificates and interest thereon, with respect to which such money has been so deposited, shall be used as directed in writing by the City.

(c) Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

Section 19. Ordinance a Contract; Amendments. This Ordinance shall constitute a contract with the Owners, from time to time, of the Certificates, binding on the City and its successors and assigns, and shall not be amended or repealed by the City as long as any Certificate remains outstanding except as permitted in this Section. The City may, without the consent of or notice to any Owners, amend, change, or modify this Ordinance as may be required (i) by the provisions hereof, (ii) in connection with the issuance of any Additional Obligations, (iii) for the purpose of curing any ambiguity, inconsistency, or formal defect or omission herein, or (iv) in connection with any other change which is not to the prejudice of the Owners. The City may, with the written consent of the Owners of a majority in aggregate principal amount of Certificates then outstanding affected thereby, amend, change, modify, or rescind any provisions of this Ordinance; provided, however, that without the consent of all of the Owners affected, no such amendment, change, modification, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Certificates, reduce the principal amount thereof to the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on Additional Obligations on a parity with the lien of the Certificates, (ii) give any preference of any Certificate over any other Certificate, (iii) extend any waiver of default to subsequent defaults, or (iv) reduce the aggregate principal amount of Certificates required for consent to any such amendment, change, modification, or rescission. When the City desires to make any amendment or addition to or rescission of this Ordinance requiring consent of the Owners, the City shall cause notice of the amendment, addition, or rescission to be given as described above for a notice of redemption. When at any time within one year after the date of the giving of such notice, the City shall receive an instrument or instruments in writing executed by the appropriate number of Owners of the Certificates then outstanding affected by any such amendment, addition, or rescission requiring the consent of Owners, which instrument or instruments shall refer to the proposed amendment, addition, or rescission described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the City may adopt such amendment, addition, or rescission in substantially such form, except as herein provided. No Owner may

thereafter object to the adoption of such amendment, addition, or rescission, or to any of the provisions thereof, and such amendment, addition, or rescission shall be fully effective for all purposes.

Section 20. Other Documents. The Mayor and the City Secretary are hereby authorized to execute and attest to such other documents, certificates, letters of instruction, tax information forms, and other agreements of any kind which, in the opinion of Bond Counsel, are necessary or advisable in order to issue the Certificates and verify that the interest on the Certificates will be exempt from gross income of the holders thereof under current federal tax law.

Section 21. Nonpresentment of Certificates. In the event any Certificate shall not be presented for payment when the principal thereof or interest thereon, if applicable, becomes due, either at maturity or otherwise, or if any check or draft representing payment of principal of or interest on the Certificates shall not be presented for payment, if funds sufficient to pay the principal of or interest on such Certificate shall have been made available by the City to the Paying Agent/Registrar for the benefit of the Owner thereof, all liability of the City to the Owner thereof for the payment of the principal of or interest on such Certificate shall cease, terminate, and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds in trust, uninvested and without liability for interest thereon, for the benefit of the Owner of such Certificate who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Ordinance with respect to the principal of or interest on such Certificate. To the extent applicable, the Paying Agent/Registrar shall hold and apply any such funds in accordance with Title 6, Texas Property Code, as amended, and shall comply with the reporting requirements of Chapter 74, Texas Property Code, as amended.

Section 22. Continuing Disclosure Undertaking. (a) Annual Reports. The City will provide certain updated financial information and operating data to the Municipal Securities Rulemaking Board (the "MSRB") via its Electronic Municipal Market Access System ("EMMA") annually. The information to be updated includes all quantitative financial information and operating data with respect to the City of the general type included in the Official Statement under Tables numbered 1 through 6 and 8 through 15 authorized by Section 11 of this Ordinance. The City will update and provide this information within six months after the end of each fiscal year ending in or after 2024. The updated information will include audited financial statements, if the City commissions an audit and it is completed by the required time. If audited financial statements are not available by the required time, the City will provide unaudited financial statements by the required time, and audited financial statements when and if such audited financial statements become available. Any such financial statements will be prepared in accordance with the accounting principles described in Appendix B of the final Official Statement or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation.

The City's current fiscal year end is September 30. Accordingly, it must provide updated information by March 31 in each year, unless the City changes its fiscal year. If the City changes its fiscal year, it will notify the MSRB through EMMA.

(b) Material Event Notices. The City will also provide timely notices of certain events to the MSRB. The City will provide notice of any of the following events with respect to the Certificates to the MSRB in a timely manner (but not in excess of ten business days after the occurrence of the event): (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of

proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates; (7) modifications to rights of holders of the Certificates, if material; (8) Certificate calls, if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Certificates, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below; (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and (14) appointment of a successor or additional trustee or the change of name of a trustee, if material. (15) incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect Bondholders, if material; and (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties. In addition, the City will provide timely notice of any failure by the City to provide information, data, or financial statements in accordance with its agreement described above under "Annual Reports." The City will provide each notice described in this paragraph to the MSRB as herein described. Neither the Certificates nor the Ordinance makes provisions for credit enhancement, liquidity enhancement, or debt service reserves.

For the purposes of this section, (a) the event identified in clause (12) in the immediately preceding paragraph, is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) in clauses (15) and (16) in the immediately preceding paragraph, the term "Financial Obligation" shall have the meaning ascribed thereto in SEC Release No. 34-83885 dated August 20, 2018.

(c) Notice of Failure to Timely File. The City also will notify the MSRB through EMMA, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with the provisions described above.

(d) Amendments. The City may amend its continuing disclosure agreement from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, if (i) the agreement, as amended, would have permitted an underwriter to purchase or sell Certificates in the offering described herein in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (a) the holders of a majority in aggregate principal amount of the outstanding Certificates consent to the amendment or (b) any person unaffiliated with the City (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the holders and beneficial owners of the Certificates. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the

Certificates. If the City so amends the agreement, it has agreed to include with the next financial information and operating data provided in accordance with its agreement described above under "Annual Reports" an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information and operating data so provided.

(e) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates within the meaning of Rule 15c2-12 (the "Rule"), except that the City in any event will give notice of any deposit made in accordance with Section 18 above that causes the Certificates no longer to be outstanding and any call of Certificates made in connection therewith.

The provisions of this Section are for the sole benefit of the Owners and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provisions of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended, supplemented, or repealed by the City from time to time under the following circumstances, but not otherwise: (1) to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, if the provisions of this Section, as so supplemented or amended, would have permitted an underwriter to purchase or sell Certificates in the present offering in compliance with the Rule and either the Owners of a majority in aggregate principal amount of the outstanding Certificates consent to such amendment, supplement, or repeal, or any State agency or official determines that such amendment, supplement, or repeal will not materially impair the interests of the beneficial owners of the Certificates, (2) upon repeal of the applicable provisions of the Rule, or any judgment by a court of final jurisdiction that such provisions are invalid, or (3) in any other circumstance or manner permitted by the Rule.

Section 23. Further Procedures. The Mayor, the City Secretary, the City Manager, the Finance Director, the City's Financial Advisor, and all other officers, employees, attorneys, and agents of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the seal and on behalf of the Issuer, all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, and the Official Statement. Prior to the initial delivery of the Certificates, the Mayor and Bond Counsel to the Issuer are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Certificates by the Texas Attorney General's office.

Section 24. Attorney General Examination Fee. The City recognizes that under Section 1202.004, Texas Government Code, the Attorney General of Texas requires a nonrefundable examination fee be paid at the time of submission of the transcript of the proceedings authorizing the Certificates and that, based upon the principal amount of the Certificates, such fee is \$_____. Bond Counsel is accommodating the City by paying such fee upon such submission of such transcript. Officials of the City are, however, hereby authorized to reimburse Bond Counsel such amount as soon as possible and whether or not the Certificates are ever delivered and such amount is hereby appropriated from available funds for such purpose. The City is also authorized to reimburse the fund used for such repayment with proceeds of the Certificates.

Section 25. Miscellaneous Provisions. (a) General. Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa; words importing the masculine gender shall include the feminine and neuter genders and vice versa. Reference to any document means that document as amended or supplemented from time to time. Reference to any party to a document means that party and its successors and assigns. Reference herein to any article, section, subsection or other subdivision, as applicable, unless specifically stated otherwise, means the article, section, subsection or other subdivision, as applicable, of this Ordinance.

(b) Incorporation of Preamble. The preamble and recitals to this Ordinance are incorporated by reference in this Ordinance.

(c) Titles Not Restrictive. The titles assigned to the various sections of this Ordinance are for convenience only and shall not be considered restrictive of the subject matter of any section or of any part of this Ordinance.

(d) Inconsistent Provisions. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed and declared to be inapplicable, and the provisions of this Ordinance shall be and remain controlling as to the matters prescribed herein.

(e) Severability. If any word, phrase, clause, paragraph, sentence, part, portion, or provision of this Ordinance or the application thereof to any person or circumstances shall be held to be invalid, the remainder of this Ordinance shall nevertheless be valid and the City hereby declares that this Ordinance would have been enacted without such invalid word, phrase, clause, paragraph, sentence, part, portion, or provisions.

(f) Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas.

(g) Open Meeting. The City officially finds and determines the meeting at which this Ordinance is adopted was open to the public and that public notice of the time, place, and purpose of such meeting was given, all as required by Chapter 551, Texas Government Code.

(h) Immediate Effect. Notwithstanding any City Charter provision or other rule requiring ordinances to be read at more than one meeting, this Ordinance is passed as an emergency measure and shall take effect immediately and be in full force and effect from and after its passage on the date shown below.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF KINGSVILLE, TEXAS this May 13, 2024.

/s/ Mary Valenzuela
City Secretary
City of Kingsville, Texas

/s/ Sam Fugate
Mayor
City of Kingsville, Texas

EXHIBIT A

PAYING AGENT/REGISTRAR AGREEMENT

THIS PAYING AGENT/REGISTRAR AGREEMENT entered into as of May 1, 2024 (this "Agreement"), by and between the CITY OF KINGSVILLE, TEXAS (the "Issuer"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, Houston, Texas, a banking association duly organized and existing under the laws of the United States of America (the "Bank").

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "City of Kingsville, Texas Certificates of Obligation, Series 2024" (the "Securities"), such Securities to be issued in fully registered form only as to the payment of principal and interest thereon;

WHEREAS, the Securities are scheduled to be delivered to the initial purchasers thereof as provided in the "Order" (hereinafter defined);

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of and interest on the Securities and with respect to the registration, transfer, and exchange thereof by the Owners thereof;

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I. APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01. Appointment. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities. As Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal and interest on the Securities as the same become due and payable to the Owners thereof, all in accordance with this Agreement and the Order.

The Issuer hereby appoints the Bank as Registrar with respect to the Securities. As Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Order.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02. Compensation. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in Schedule "A" attached hereto for the first year of this Agreement and thereafter the fees and amounts set forth in the Bank's current fee schedule then in effect for services as Paying Agent/Registrar for municipalities, which shall be supplied to the Issuer on or before 90 days prior to the close of the Fiscal Year of the Issuer, and shall be effective upon the first day of the following Fiscal Year.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements, and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE II. DEFINITIONS

Section 2.01. Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

“Bank Office” means the designated corporate trust office of the Bank as indicated on the signature page hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

“Financial Advisor” means Estrada Hinojosa & Company, Inc.

“Fiscal Year” means the fiscal year of the Issuer, ending September 30.

“Holder” and “Security Holder” each means the Person in whose name a Security is registered in the Security Register.

“Issuer Request” and “Issuer Order” means a written request or order signed in the name of the Issuer by its Mayor, Director of Finance, or City Secretary, or any one or more of said officials, and delivered to the Bank.

“Legal Holiday” means a day on which the Bank is required or authorized to be closed.

“Order” means the order of the governing body of the Issuer pursuant to which the Securities are issued, certified by the City Secretary or any other officer of the Issuer and delivered to the Bank.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, or government or any agency or political subdivision of a government.

“Predecessor Securities” of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Order).

“Redemption Date” when used with respect to any Bond to be redeemed means the date fixed for such redemption pursuant to the terms of the Order.

“Responsible Officer” when used with respect to the Bank means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate

trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Security Register” means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfer of the Securities.

“Stated Maturity” means the date specified in the Order the principal of a Security is scheduled to be due and payable.

Section 2.02. Other Definitions. The terms “Bank”, “Issuer”, and “Securities (Security)” have the meanings assigned to them in the recital paragraphs of this Agreement.

The term “Paying Agent/Registrar” refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE III. PAYING AGENT

Section 3.01. Duties of Paying Agent. As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date, or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the Bank Office.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and preparing and sending checks by United States mail, first class postage prepaid, on each payment date, to the Holders of the Securities (or their Predecessor Securities) on the respective Record Date, to the address appearing on the Security Register or by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder’s risk and expense.

Section 3.02. Payment Dates. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Order.

ARTICLE IV. REGISTRAR

Section 4.01. Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the “Security Register”) for recording the names and addresses of the Holders of the Securities, the transfer, exchange, and replacement of the Securities, and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. All transfers, exchanges, and replacement of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the National Association of Securities Dealers, in form satisfactory to the Bank, duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer, or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02. Certificates. The Issuer shall provide an adequate inventory of printed Security certificates to facilitate transfers or exchanges thereof. The Bank covenants that the inventory of printed Security certificates will be kept in safekeeping pending their use, and reasonable care will be exercised by the Bank in maintaining such certificates in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other political subdivisions or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03. Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer, and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04. List of Security Holders. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

Unless required by law, the Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05. Return of Cancelled Certificates. The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06. Mutilated, Destroyed, Lost, or Stolen Securities. The Issuer hereby instructs the Bank, subject to the applicable provisions of the Order, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an over issuance.

In case any Security shall be mutilated, or destroyed, lost, or stolen, the Bank, in its discretion, may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such destroyed, lost, or stolen Security, only after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss, or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution, and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, or destroyed, lost, or stolen.

Section 4.07. Transaction Information to Issuer. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE V. THE BANK

Section 5.01. Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum approved by the Issuer as prepared by the Issuer's Financial Advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum acknowledged by the Financial Advisor or the Issuer as the final closing memorandum. The Bank shall not be liable for any losses, costs, or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.02. Reliance on Documents, Etc. (a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the

facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document supplied by the Issuer.

The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

Section 5.03. Recitals of Issuer. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04. May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05. Money Held by Bank. A special depository account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of money received from the Issuer and held hereunder for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities, to the extent permitted by law, shall be continuously collateralized by securities or obligations which qualify and are eligible under the laws of the State of Texas to secure and be pledged as collateral for deposits of public funds by an instrumentality and political subdivision of the State of Texas to the extent that such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such account shall be made by check drawn on such account unless the owner of such Securities shall, at its own expense and risk, request such other medium of payment.

All funds at any time and from time to time provided to or held by the Bank hereunder shall be deemed, construed, and considered for all purposes as being provided to or held by the Bank in trust. The Bank acknowledges, covenants, and represents that it is acting herein in trust in relation to such funds, and is not accepting, holding, administering, or applying such funds as a banking depository, but solely as a paying agent for and on behalf of the Security thereto. The Holders shall be entitled to the same preferred claim and first lien on the funds so provided as are enjoyed by the beneficiaries of trust funds generally. The funds provided to the Bank hereunder shall not be subject to warrants, drafts, or checks drawn by the Issuer and, except as expressly provided herein, shall not be subject to compromise, setoff, or other charge or diminution by the Bank.

The Bank shall be under no liability for interest on any money received by it hereunder.

Subject to the unclaimed property laws of the State of Texas and any provisions in the Order to the contrary, any money deposited with the Bank for the payment of the principal, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be paid by the Bank to the Issuer, and the Holder of such Security shall

thereafter look only to the Issuer for payment thereof, and all liability of the Bank with respect to such money shall thereupon cease. If the Issuer does not elect, the Bank is directed to report and dispose of the funds in compliance with Title 6 of the Texas Property Code, as amended.

Section 5.06. Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07. Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the State and Issuer where the administrative offices of the Issuer are located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

Section 5.08. Depository Trust Company Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements", currently in effect, which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

Section 5.09. Reporting Requirements of Paying Agent/Registrar. To the extent required by the Code and the regulations promulgated and pertaining thereto, it shall be the duty of the Paying Agent/Registrar, on behalf of the Issuer, to report to the owners of the Securities and the Internal Revenue Service (i) the amount of "reportable payments", if any, subject to backup withholding during each year and the amount of tax withheld, if any, with respect to payments of the Securities and (ii) the amount of interest or amount treating as interest on the Securities and required to be included in gross income of the owner thereof.

ARTICLE VI. MISCELLANEOUS PROVISIONS

Section 6.01. Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03. Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page of this Agreement.

Section 6.04. Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 6.05. Successors and Assigns. All covenants and agreements herein made by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06. Severability. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07. Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.08. Entire Agreement. This Agreement and the Order constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Order, the Order shall govern.

Section 6.09. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.10. Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon 60 days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. Furthermore, the Bank and Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay, or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.11. Certificate of Interested Parties Form 1295. The Bank represents and warrants that it is exempt from the requirements of Section 2252.908 of the Texas Government Code, as amended, pursuant to subsection (c)(4) thereof, and, accordingly, the Bank is not required to file a Certificate of Interested Parties Form 1295 otherwise prescribed thereunder.

Section 6.12. Anti-Boycott Verification. The Paying Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made pursuant to Section 2271.002, Texas Government Code. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a

person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Paying Agent understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Paying Agent and exists to make a profit.

Section 6.13. Iran, Sudan and Foreign Terrorist Organizations. The Bank represents that, neither the Bank, nor any parent company, wholly- or majority-owned subsidiaries or affiliates of the same, if any, are companies identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/publications/divestment.php>.

The foregoing representation is made pursuant to Section 2252.152, Texas Government Code and excludes the Bank and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the same, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Section 6.14. Contract Value. The Bank hereby verifies that this Agreement has a value of less than \$100,000 and that the provisions required by Sections 2271.002, 2274.002, and 2276.002 of the Texas Government Code for contracts having a value of at least \$100,000 are not required in this Agreement.

Notwithstanding anything contained herein, the representations and covenants contained in Section 6.12 through 6.14 of this Agreement shall survive termination of the Agreement until the statute of limitations has run. Liability for breach of the verifications provided in Sections 6.12 through 6.14 above during the term of the Agreement shall not be liquidated or otherwise limited by any provision of the Agreement, notwithstanding anything in the Agreement to the contrary.

Section 6.15. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION**
Houston, Texas

By _____

Title _____

Address: 8 Greenway Plaza, Suite 1100
Houston, Texas 77046

Attest:

CITY OF KINGSVILLE, TEXAS

By _____
City Secretary

By _____
Mayor
Address: 400 West King Avenue
Kingsville, Texas 78363

(ISSUER SEAL)

SIGNATURE PAGE TO THE PAYING AGENT/REGISTRAR AGREEMENT
FOR THE CITY OF KINGSVILLE, TEXAS
CERTIFICATES OF OBLIGATION, SERIES 2024

SCHEDULE A

Paying Agent/Registrar Fee Schedule

[TO COME]

EXHIBIT B

FORM OF BOND PURCHASE AGREEMENT

SEE TAB NO. ____

EXHIBIT C

**REQUIREMENTS OF THE INSURER
WITH RESPECT TO THE MUNICIPAL BOND INSURANCE POLICY**

[NONE]

AGENDA ITEM #4



MEMORANDUM

TO: Mark McLaughlin, City Manager
FROM: Deborah Balli, Finance Director
DATE: May 7, 2024
SUBJECT: FY 22-23 Audit Report Acceptance

Summary:

The FY 22-23 audit is complete and requires acceptance by the City Commission.

Background:

The auditors have completed their work on FY 22-23. This year, Finance had to request (1) 30-day extensions. The audit for FY 22-23 resulted in two non-material findings, concerning a prior period adjustment and a bidding issue. Both of these findings have been resolved.

Financial Impact:

The final bill for the audit has not been received.

Recommendation:

Staff recommends accepting the FY 22-23 audit report.

AGENDA ITEM #5

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: May 7, 2024
SUBJECT: Appointment of Daniel Morales to the Historical Development Board.

Summary: The Department of Planning and Development Services works with the City's Historical Development Board. There are vacancies on the board and Mr. Morales is willing to serve on the board for a three-year term.

Background: The Code of Ordinances of the City of Kingsville provides for a Historical Development Board in Chapter XV, Article 5-Historic Districts and Landmarks. The board is to be composed of seven members, who serve in an advisory capacity and have no authority to bind the City except for applications as stated in the ordinance. Members serve for three-year terms. Mr. Morales is a native and long-time resident of Kingsville. He is currently the Financial Controller of the Ranching, Wildlife, and Farming Operations of King Ranch, Inc. a multi-faceted company involved in ranching, turf grass, sugar cane, citrus, pistachios, almonds, sugar processing, wildlife management, farming and retail. He is the fourth generation in his family to work for the King Ranch and has worked there for over 43 years. He will be an asset to the board with his background as an educationist and history enthusiast.

Financial Impact: None.

Recommendation: Appoint Daniel Morales to serve on the City's Historical Development Board for a three-year term.



Daniel Morales is a native of Kingsville, Texas. He was raised on the King Ranch where he went to school and graduated from Texas A&I in 1991 where he received his Bachelor of Arts in Business Administration.

Daniel currently is the Financial Controller of the Ranching, Wildlife, and Farming Operations of King Ranch, Inc. a multi-faceted company involved in ranching, turf grass, sugar cane, citrus, pistachios, almonds, sugar processing, wildlife management, farming and retail. He is the fourth generation in his family to work for the King Ranch and has worked there for over 43 years.

Mr. Morales' is involved in several community committees & boards which include serving on the Kingsville Chamber of Commerce Board of Directors, Board of Director Chairman of the Kleberg County Appraisal District, President of the La Posada de Kingsville, Kingsville Joint Zoning Airport Board of Directors, Texas A&M-Kingsville College of Business Leadership Advisory Board, Santa Gertrudis Education Foundation, and Our Lady of Counsel Church Parish Council Board.

Additionally, he still is currently active on the Ranch Hand Breakfast Committee that facilitates additional funds to Downtown Kingsville and currently involved in several local community livestock shows in helping young children in raising funds for their future. He has previously served on the Santa Gertrudis ISD School Board and was Co-Chair of the Kleberg County Celebration Committee. He has also been involved as a youth sports coach in last 20 years in helping children being active in sports and exercise.

AGENDA ITEM #6

For information on
condemnation 219 E. Richard,
see information for Public Hearing # 1

AGENDA ITEM #7

For information on
condemnation 223 E. Richard,
see information for Public Hearing # 2

AGENDA ITEM #8

For information on
condemnation 301 E. Richard,
see information for Public Hearing # 3

AGENDA ITEM #9

For information on
condemnation 721 Alexander,
see information for Public Hearing # 4

AGENDA ITEM #10

For information on
condemnation 608 E. Mesquite,
see information for Public Hearing # 5

AGENDA ITEM #11

For information on
condemnation 614 W. Ave F,
see information for Public Hearing # 40

AGENDA ITEM #12

For information on
condemnation 529 E. Johnston,
see information for Public Hearing # 7

AGENDA ITEM #13

**City of Kingsville
Department Name**

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: Juan J. Adame, Fire Chief
DATE: April 12, 2024
SUBJECT: Staffing For Adequate Fire and Emergency Response (SAFER)

Summary:

The Kingsville Fire Department is requesting approval to apply for the 2023 Staffing For Adequate Fire and Emergency Response (SAFER) grant. The grant program provides funding directly to fire departments to help communities meet industry minimum standards. If awarded, we would be adding twelve firefighters which would add three firefighters per shift. The grant would cover the salaries and benefits for twelve firefighters for three years.

The total grant request is for \$3,925,644.00. At the end of the three years the city will be responsible for the employee cost.

Background:

The Staffing for Adequate Fire and Emergency Response Grants (SAFER) was created to provide funding directly to fire departments to increase or maintain the number of trained, "front line" firefighters available in their communities. The grant also gives departments 180 days to hire the additional personnel funded through the grant.

Financial Impact:

This grant covers full salary and benefits for twelve employees for three years, there are no matching funds during this time. After three years the city will have the responsibility for salaries and benefits.

Recommendation:

Apply for and if awarded accept funding through the SAFER grant.



RESOLUTION NO. 2024-_____

A RESOLUTION AUTHORIZING THE CITY TO SUBMIT AN APPLICATION TO THE U.S. DEPARTMENT OF HOMELAND SECURITY'S FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE PURPOSE OF REQUESTING GRANT FUNDING ON BEHALF OF THE CITY FOR THE 2024 STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT PROGRAM FOR ADDITIONAL FIREFIGHTERS FOR THE KINGSVILLE FIRE DEPARTMENT WITH NO ANTICIPATED CASH MATCH.

WHEREAS, the City Commission of the City of Kingsville finds it in the best interest of the citizens of Kingsville, that the Kingsville Fire Department participate in an application to apply for federal grant monies for the 2024 SAFER Grant Program for firefighter personnel; and

WHEREAS, the SAFER Grant will provide funding for approved firefighter salaries and benefits for 3 years (36 months) for newly-hired, full-time firefighter positions; and

WHEREAS, the SAFER Grant requires no cash match in any of the three years of the grant; and

WHEREAS, the amount being requested on the City of Kingsville's behalf for hiring firefighter personnel is to pay for twelve entry-level firefighter positions' salary and benefits for three years; and

WHEREAS, the City Commission of the City of Kingsville through this resolution has authorized the Fire Chief to submit the grant; and

WHEREAS, the City will not accept money or participate in the SAFER Grant if adequate funding for the required cash match, if any, is not secured by the time necessary to accept the grant.

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

I.

THAT the City Commission approves the submission of the grant application for the 2024 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program for firefighter personnel to the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) on the City's behalf with no anticipated cash each year over the three years of the grant program.

II.

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

PASSED AND APPROVED by a majority vote of the City Commission the 13th day of May, 2024.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #14

Accept Donation

**City of Kingsville
Department Name**

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: Juan J. Adame, Fire Chief; John Blair, Police Chief
DATE: March 11, 2024
SUBJECT: Accept Donation from Occidental Petroleum Corporation

Summary:

The Kingsville Fire and Police Departments are requesting approval to accept two separate donations from Occidental Petroleum Corporation. Each department was awarded \$25,000.

Background:

Each year 1 Point Five through Occidental Petroleum Corporation awards donations to various organizations. This year 1 Point Five has awarded a total of \$50,000 to the fire and police departments. The donations will be earmarked for upgrading the 800 MHz Radio System.

Financial Impact:

There is no financial impact to the city. The funds will be used to reimburse Fund 5 of the radio project.

Recommendation:

Accept the donations from Occidental Petroleum Corporation in the total amount of \$50,000 that staff proposes to use for first responder radio system upgrades; and approve the budget amendment to accept and expend the funds.



AGENDA ITEM #15

**City of Kingsville
Department Name**

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: Juan J. Adame, Fire Chief; John Blair, Police Chief
DATE: March 11, 2024
SUBJECT: Accept Donation from Occidental Petroleum Corporation

Summary:

The Kingsville Fire and Police Departments are requesting approval to accept two separate donations from Occidental Petroleum Corporation. Each department was awarded \$25,000.

Background:

Each year 1 Point Five through Occidental Petroleum Corporation awards donations to various organizations. This year 1 Point Five has awarded a total of \$50,000 to the fire and police departments. The donations will be earmarked for upgrading the 800 MHz Radio System.

Financial Impact:

There is no financial impact to the city. The funds will be used to reimburse Fund 5 of the radio project.

Recommendation:

Accept the donations from Occidental Petroleum Corporation in the total amount of \$50,000 that staff proposes to use for first responder radio system upgrades; and approve the budget amendment to accept and expend the funds.



ORDINANCE NO. 2024-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2023-2024 BUDGET TO ACCEPT AND EXPEND THE DONATION FROM THE OCCIDENTAL PETROLEUM CORPORATION FOR RADIO SYSTEM UPGRADES .

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 2023-2024 budget be amended as follows:

**CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#34**

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 005 -					
Revenues - 4					
2100	Police	Donations	72030	\$50,000	
Expenditures – 5					
2100	Police	Professional Services	31400	\$50,000	

[To amend the City of Kingsville FY 23-24 budget to accept and expend the donation from Occidental Petroleum Corporation for radio system upgrades. Funding will come from the donation funding 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 13th day of May 2024.

PASSED AND APPROVED on this the 28th day of May 2024.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #16

**City of Kingsville
Department Name**

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: Juan J. Adame, Fire Chief
DATE: March 26, 2024
SUBJECT: Fire Department Budget Amendment

Summary:

The Kingsville Fire Department has experienced an increased cost and required use of medical supplies, which has exceeded the amount of funding the department has budgeted.

Background:

This year the fire department budgeted \$53,000 for medical supplies. Additional funding is requested to cover the cost of medical supplies for the remainder of the budget year.

Financial Impact:

The fire department is requesting a budget amendment in the amount of \$25,000 to cover the cost of medical supplies for the remainder of the budget year. Funds will come from Fund 001.

Recommendation:

The fire department recommends a budget transfer in the amount of \$25,000.00 for medical supplies.



ORDINANCE NO. 2024-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2023-2024 BUDGET TO APPROPRIATE ADDITIONAL FUNDING FOR MEDICAL SUPPLIES FOR THE FIRE DEPARTMENT.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2023-2024 budget be amended as follows:

**CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#32**

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 – General Fund					
<u>Expenditures – 5</u>					
1030	City Special	Budget Amend Reserve	86000		\$25,000
2200	Fire	Medical Supplies	22400	\$25,000	

[To amend the City of Kingsville FY 23-24 budget to appropriate additional funding for medical supplies for the Fire Department. Funding will come from the General Fund Budget Amendment Reserve line item.]

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 13th day of May 2024.

PASSED AND APPROVED on this the 28th day of May 2024.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #17

**City of Kingsville
Police Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: John Blair, Chief of Police

DATE: April 30, 2024

SUBJECT: Request for Resolution to enter into an Operating Agreement between Kingsville Police Department, Navy Region Southeast (NRSE), Regional Dispatch Center (RDC), Commanding Officer Naval Air Station Kingsville and the Kleberg County Sheriff's Office.

Summary:

The Police Department respectfully requests the City Commission to consider an Operating Agreement between Kingsville Police Department, Navy Region Southeast (NRSE), Regional Dispatch Center (RDC), Commanding Officer Naval Air Station Kingsville and the Kleberg County Sheriff's Office for the purpose of delineating responsibilities and a concept of operations for managing emergency calls (911 calls) originating at NAS Kingsville and associated Navy properties and Navy interactions with the Kingsville Police Department and the Kleberg County Sheriff's Office.

Background:

The execution of this public safety Operating Agreement holds significant importance in ensuring the timely and effective management of emergency calls for service originating from Naval Air Station Kingsville (NAS Kingsville) and its affiliated properties. By establishing clear protocols, the agreement delineates responsibilities between the Navy Region Southeast Regional Dispatch Center and local law enforcement agencies, namely the Kingsville Police Department (KPD) and the Kleberg County Sheriff's Office (KCSO). This agreement is pivotal in guaranteeing that emergency calls from NAS Kingsville and associated properties receive prompt attention and appropriate response measures are swiftly enacted. Whether dispatched through the Navy Region Southeast Regional Dispatch Center or directly to KPD and KCSO, the goal remains consistent: to ensure the safety and security of all personnel within the NAS Kingsville jurisdiction.



**City of Kingsville
Police Department**

Financial Impact:

There are no financial obligations associated with this agreement.

Recommendation:

We are requesting a resolution to allow the Police Chief to enter into the OA with the aforementioned parties.



RESOLUTION # 2024-_____

A RESOLUTION AUTHORIZING THE POLICE CHIEF TO ENTER INTO AN OPERATING AGREEMENT BETWEEN NAVY REGION SOUTHEAST REGIONAL DISPATCH CENTER, COMMANDING OFFICER NAVAL AIR STATION KINGSVILLE, KINGSVILLE POLICE DEPARTMENT, AND KLEBERG COUNTY SHERIFF OFFICE FOR MANAGING EMERGENCY "911" CALLS FOR SERVICE AT NAVAL AIR STATION KINGSVILLE; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the parties to this agreement entered an Operating Agreement for managing emergency 911 at Naval Air Station Kingsville via Resolution #2013-47 on August 12, 2013; and

WHEREAS, the parties now desire to update that agreement to better delineate responsibilities and a Concept of Operations for managing emergency call ("911" call) originating from Naval Air Station Kingsville and associated Navy properties, and Navy interactions with the Kingsville Police Department and the Kleberg County Sheriff's Office;

WHEREAS, the parties want to ensure that all "911" calls for service are answered by either the Navy Region Southeast Regional Dispatch Center or the City of Kingsville Police Department and the Kleberg County Sheriff's Office, and that procedures are established to ensure proper management and/or transfer of calls;

WHEREAS, the parties have entered into agreements for other emergency service issues to the benefit of all parties;

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

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

I.

THAT the Kingsville Chief of Police is authorized and directed as an act of the City of Kingsville, Texas to enter into an Operating Agreement Between Navy Region Southeast Regional Dispatch Center, Commanding Officer of Naval Air Station Kingsville, the Kingsville Police Department, and the Kleberg County Sheriff Office for Managing Emergency "911" calls for service at Naval Air Station Kingsville 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 13th day of May, 2024.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

OPERATING AGREEMENT
BETWEEN
NAVY REGION SOUTHEAST REGIONAL DISPATCH CENTER
AND
COMMANDING OFFICER, NAVAL AIR STATION KINGSVILLE
AND
KINGSVILLE POLICE DEPARTMENT
AND
KLEBERG COUNTY SHERIFF OFFICE
FOR
MANAGING EMERGENCY "911" CALLS FOR SERVICE AT
NAVAL AIR STATION KINGSVILLE

OA # N60241-20240412-15154

This is an Operating Agreement (OA) between Navy Region Southeast (NRSE), Regional Dispatch Center (RDC), Commanding Officer, Naval Air Station Kingsville, Kingsville Police Department (KPD) and Kleberg County Sheriff OFFICE (KCSO)

1. Purpose. To establish an OA delineating responsibilities and a Concept of Operations for managing emergency call ("911" calls) originating from NAS Kingsville and associated Navy properties, and Navy interactions with the KPD and KCSO
2. Scope. This OA covers responsibilities and procedures associated with emergency calls originating from and associated Navy properties.
3. Background
 - a. NRSE RDC in Jacksonville, FL provides emergency dispatch services to and associated Navy properties.
 - b. NRSE RDC, the KPD and KCSO must coordinate closely to ensure emergency calls originating from Naval Air Station, Kingsville and associated Navy properties are promptly answered and managed by either the NRSE RDC or the KPD and KCSO
4. Concept of Operations
 - a. Normal Operations. Emergency calls made from landline phones onboard or associated Navy properties are automatically routed to the NRSE RDC and the NRSE RDC is responsible for dispatching appropriate emergency services support. Emergency calls made from cellular phones onboard or associated Navy properties are typically routed to the KPD and KCSO. When this occurs, the KPD and KCSO will transfer the calls to NRSE RDC as soon as a location is determined, and NRSE RDC will dispatch appropriate emergency services support. During a transfer, the KPD and KCSO will remain on the line until the call is answered by the NRSE RDC.

b. "911" Outage

(1) If the NRSE RDC experiences "911" outage but maintains communication with first responders:

(a) The NRSE RDC will notify the KPD and KCSO via phone about the "911" outage in advance if it results from pre-planned actions or as soon as possible after the outage occurs if it was not foreseen.

(b) All emergency calls made from landline phones onboard and associated Navy properties will be automatically re-routed to the KPD and KCSO and the KPD and KCSO will not transfer those calls back to the NRSE RDC.

(c) All emergency calls made from cellular phones onboard and associated Navy properties will continue to be routed to the KPD and KCSO and the KPD and KCSO will not transfer those calls to the NRSE RDC.

(d) The KPD and KCSO will manually forward pertinent information from emergency calls to the NRSE RDC via admin phone, and the NRSE RDC will dispatch appropriate emergency services support.

(2) If the NRSE RDC experiences a "911" outage and does not have communications with first responders, or if the NRSE RDC becomes completely non-operational for any reason:

(a) The NRSE RDC will notify the KPD and KCSO via phone about the "911" outage in advance if it results from pre-planned actions, or as soon as possible after the outage occurs if it was not foreseen (e.g. RDC evacuation).

(b) All emergency 911 calls made from landline phones onboard and associated Navy properties will be automatically re-routed to the KPD and KCSO and the KPD and KCSO will not transfer those calls back to the NRSE RDC.

(c) All emergency calls made from cellular phones onboard and associated properties will continue to be-routed to the KPD and KCSO and the KPD and KCSO will not transfer those calls to the NRSE RDC.

(d) The KPD and KCSO will forward pertinent information from emergency calls to the Security Watch Captain or Senior Fire Officer, as applicable, via pre-designated phone numbers. The Security Watch Captain or Senior Fire Officer, as applicable, will then be responsible for dispatching appropriate emergency services support.

5. Responsibilities

a. NRSE RDC will:

(1) Transfer any received emergency calls for service that originate outside or associated Navy properties to the KPD and KCSO. During such transfers, NRSE RDC will remain on the line until the call is answered by the KPD and KCSO

(2) Notify the KPD and KCSO in advance of "911" outages if the action is pre-planned or as soon as possible after an unforeseen "911" outage occurs, or if the NRSE RDC becomes non-operational for any reason (e.g. RDC evacuation).

(3) Advise the KPD and KCSO as soon as possible if communications with first responders are maintained or disrupted during "911" outages.

(4) Be responsible for ensuring the telephone service provider re-routes all incoming "911" emergency calls to the KPD and KCSO prior to planned "911" outages and when the NRSE RDC becomes non-operational. The KPD and KCSO shall not be required to re-program its phone transfer equipment to accommodate the NRSE RDC.

(5) Assign a point of contact for resolving technical or procedural questions and issues pertaining to this OA.

(6) Assign a point of contact to be notified in the event the KPD and KCSO becomes non-operational for any reason.

(7) Coordinate in advance with the KPD and KCSO about any changes in notification contacts or procedures; or modifications to "911" system or call routing that might affect the KPD AND KCSO functionality or operations as agreed upon in this OA.

(8) Coordinate with the NRSE 911 Addressing Coordinator to ensure updated street addressing data from onboard is shared with the KPD and KCSO as it becomes available.

(9) Assume all costs for NRSE RDC equipment, services, and recurring monthly costs of phone circuits and Automatic Location Identification (ALI) database access.

(10) Conduct quarterly validation of points of contact, contact numbers, and "911" transfer procedures with the KPD and KCSO.

b. The Kingsville Police Department and Kleberg County Sheriff's Office will:

(1) Transfer any received emergency calls for service that originate on-board or associated Navy properties to NRSE RDC. During such transfers, the KPD and KCSO will remain on the line until the call is answered by the NRSE RDC.

(2) During "911" transfer failures to the NRSE RDC, the KPD and KCSO will manually transfer pertinent information from emergency calls originating onboard or associated Navy properties to the NRSE RDC via a Pre-determined 10-digit admin phone number.

(3) During "911" failures at the NRSE RDC, the KPD and KCSO will manually forward pertinent information from emergency calls originating onboard Naval Air Station Kingsville or associated Navy properties to Naval Air Station Kingsville Security Watch Commander or Senior Fire Officer, as applicable, via pre-designated phone numbers.

(4) Notify NRSE RDC as soon as possible if the KPD and KCSO becomes non-operational for any reason.

(5) Assign a point of contact for resolving technical or procedural questions and issues pertaining to this OA.

(6) Assign a point of contact to be notified in the event the NRSE RDC becomes non-operational for any reason.

(7) Coordinate in advance with NRSE RDC about any changes in notification contacts or procedures; or modifications to "911" system or call routing that might affect NRSE RDC functionality or operations as agreed upon in this OA.

(8) Support quarterly validation of points of contact, contact numbers, and "911" transfer procedures by NRSE RDC.

c. Naval Air Station, Kingsville will:

(1) Provide 24/7 contact phone numbers for the Security Watch Captain and Senior Fire Officer to NRSE RDC and the KPD and KCSO.

(2) Dispatch appropriate first responders if the NRSE RDC is non-operational for any reason, in response to emergency information received via phone from the KPD and KCSO

(3) Support quarterly validation of points of contact, contact numbers, and "911" transfer procedures by NRSE RDC.

(4) Assign a point of contact for resolving technical or procedural questions and issues pertaining to this OA.

6. PERSONNEL: Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

7. GENERAL PROVISIONS:

a. POINTS OF CONTACT: The following points of contact (POC) will be used by the Parties to communicate in the implementation of this OA. Each Party may change its point of contact upon reasonable notice to the other Party.

(1) For the NRSE RDC:

(a) NRSE RDC Manager, Phone: 904-542-2897

(b) NRSE OPS Manager, Phone: 904-542-2852

(2) For the KPD:

(a) 9-1-1 Coordinator, Mrs. Monica Flores; Office Phone: 361-592-4311

(3) For the KCSO:

(a) 9-1-1 Coordinator, Mrs. Stephanie Wright; Office Phone: 361-595-8500

(4) For the NAS Kingsville:

(a) Security Officer, Phone: 361-516-6547

(b) Fire Chief, Phone: 361-516-6135

(c) Installation Support Agreement Coordinator, Phone: 361-516-4807

b. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this OA will be addressed, if to the NRSE RDC to:

(1) Navy Region Southeast

P.O. BOX 102

Naval Air Station Jacksonville, FL 32212

ATTN: NRSE RDC Manger

(2) Kingsville Police Chief

1700 East King Ave.

Kingsville, TX 78363

ATTN: 9-1-1 Coordinator

(3) Kleberg County Sheriff

1500 E King Ave.

Kingsville, TX 78363

ATTN: 9-1-1 Coordinator

(4) Commanding Officer, Naval Air Station Kingsville

554 McCain Street, Suite 311

Kingsville, TX 78363-5054

ATTN: Installation Support Agreement Coordinator

c. **FUNDS AND MANPOWER:** This OA does not document nor provide for the exchange of funds or manpower between the Parties, nor does it make any commitment of funds or resources.

d. **MODIFICATION OF OA:** This OA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

e. **REVIEW OF OA:** This OA will be reviewed annually on or around the anniversary of its effective date, and triennially in its entirety.

f. **DISPUTES:** Any disputes relating to this OA, subject to any applicable law, Executive Order, Directive, or Instruction, will be resolved by consultation between the Parties or in accordance with DoDI 4000.19. This agreement does not constitute a federal contract, and does not obligate any appropriated or non-appropriated funds of the federal government, or agency, department, bureau, division, office, or either entity or instrumentality of the U.S. Government, the Department of Defense, or the U.S. Navy. This agreement is not subject to the Tucker Act, the Contract Disputes Act, the Competition in Contracting Act, or the Federal Acquisition Regulation. No claim or demand may be submitted to the government or cause of action pursued before the courts or administrative boards, or any other tribunal, for any monetary or equitable relief, or to otherwise enforce the provisions of this agreement.

g. **AVAILABILITY OF STATE/LOCAL FUNDS:** All obligations assumed by the KPD and KCSO under this OA are subject to the availability of appropriated funds for carrying out such obligations; as such, funds are appropriated by the State of Texas and/or are made available to the KPD and KCSO for such purpose. NRSE RDC hereby release the KPD and KCSO from any claims based upon or attributable to the KPD and KCSO being unable to carry out its obligations assumed under this OA due to a lack of appropriated funds made available to it for such purpose.

h. **AVAILABILITY OF NAVY FUNDS:** All obligations assumed by NRSE RDC and under this OA are subject to the availability of appropriated funds for the purpose of carrying out such obligations; as such funds are appropriated by the U.S. Congress and made available to the NRSE RDC for such purpose. The KPD and KCSO hereby releases the NRSE RDC from any claims based upon or attributable to NRSE RDC or being unable to carry out their obligations assumed under this OA due to a lack of appropriated funds made available to them for such purpose.

i. **TERMINATION OF AGREEMENT:** Any party, upon written notice given, may not terminate this OA less than 30 days prior to the requested termination date, unless all parties agree to a lesser period. Termination by any party shall not provide the basis for any claim against the U.S. Government, U.S. Navy, or State of Texas.

j. **TRANSFERABILITY:** This OA is not transferable except with the written consent of the Parties.

k. ENTIRE UNDERSTANDING: It is expressly understood and agreed that this OA embodies the entire understanding between the Parties regarding the OA's subject matter. The term "Parties" includes not only the signatories, but also their successors.

l. EFFECTIVE DATE: This OA takes effect beginning on the day after the last Party signs, and shall remain in effect until modified or terminated by any of the parties, or superseded by another signed OA.

m. EXPIRATION DATE: This OA expires nine years from the effective date.

ANGELA REDDISH
RDC Manager
NRSE

E. H. BROMLEY
Captain, U.S. Navy
Commanding Officer
Naval Air Station Kingsville, TX 78363

Date

Date

JOHN BLAIR
Chief of Police
Kingsville Police Department

Date

RICHARD KIRKPATRICK
Sheriff
Kleberg County Sheriff Office

Date

AGENDA ITEM #18

**City of Kingsville
Police Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: John Blair, Chief of Police

DATE: April 23, 2024

SUBJECT: Request for Resolution to Enter into a Memorandum of Understanding between the City of Kingsville Police Department and the Kleberg County Sheriff's Office for Law Enforcement Firearms Range Agreement.

Summary:

The Police Department respectfully requests the City Commission to consider a Memorandum of Understanding between Kingsville Police Department and the Kleberg County Sheriff's Office for the use of the Sheriff's Office Firearms Range.

Background:

The implementation of this public safety agreement is paramount in guaranteeing the safety and adherence to established protocols for Kingsville Police Department (KPD) officers utilizing the Kleberg County Sheriff's Office Range for firearm training. With a multitude of KPD staff certified by the Texas Commission on Law Enforcement (TCOLE) to host and instruct firearm courses at ranges, it is imperative that all officers understand the safety regulations and associated liabilities inherent in range usage.

This memorandum of understanding (MOU) serves as a formal acknowledgment of the requisite safety measures and operational protocols governing firearm training conducted at the Kleberg County Sheriff's Office Range. By aligning with TCOLE-certified instructors within KPD, this agreement fulfills the mandated requirement for an established MOU to facilitate training courses.

Financial Impact:

There are no financial obligations associated with this agreement.

Recommendation:

We are requesting a resolution to allow the Police Chief to enter into the MOU the with Kleberg County Sheriff's Office for use of the Firearms Range.



RESOLUTION #2024-_____

A RESOLUTION AUTHORIZING THE POLICE CHIEF TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE KINGSVILLE POLICE DEPARTMENT AND THE KLEBERG COUNTY SHERIFF'S OFFICE FOR LAW ENFORCEMENT FIREARMS RANGE AGREEMENT; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville ("City") promotes the health and safety of the community and is constantly looking for new ways to improve public safety strategies with community partners;

WHEREAS, the City Police Department received a Memorandum of Understanding ("MOU") for Law Enforcement Firearms Range Agreement between the Police Department and the Kleberg County Sheriff's Office ("County") which establishes permissions, policies, and procedures for use of the firearms range for firearms training activities;

WHEREAS, the City and County have worked together to prepare the attached MOU regarding the law enforcement firearms range;

WHEREAS, the MOU provides safety measures and operational protocols for City officers using the firearms range;

WHEREAS, there is no financial impact to the City just by signing the MOU;

WHEREAS, this new agreement would supersede any other previous versions of the MOU.

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

I.

THAT the City of Kingsville Police Chief is authorized and directed as an act of the City of Kingsville, Texas to enter into a Memorandum of Understanding between the Kingsville Police Department and the Kleberg County Sheriff's Office for Law Enforcement Firearms Range Agreement, 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
13th day of May, 2024.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

**Kingsville Police Department
And
Kleberg County Sheriff's Office**

Law Enforcement Firearms Range Agreement

Memorandum of Understanding

The Kingsville Police Department and the Kleberg County Sheriff's Office agree as follows:

1. The Kingsville Police Department may use the Kleberg County Sheriff's Office firearms range for firearms training activities.
2. Use of the range is limited to Officers employed by the Kingsville Police Department and Officers from other agencies training under the colors of the Kingsville Police Department.
3. The Kingsville Police Department is authorized to utilize the range for daytime and nighttime firearms activities.
4. The Kleberg County Sheriff's Office may deny access if conflicts arise due to previously scheduled events.
5. The Kingsville Police Department, and Officers from other agencies training under the colors of the Kingsville Police Department, shall at all times adhere to the rules and regulations of the Kleberg County Sheriff's Office firearms range, the Kingsville Police department firearms range rules and the assigned firearms instructor(s) and safety officers.
6. The Kingsville Police Department employees, and Officers from other agencies training under the colors of the Kingsville Police Department, will be made aware of and sign the Kleberg County Sheriff's Office Firearms Range Release of Liability form and Kleberg County Sheriff's Office Firearms Range Policy and Procedures prior to range use.

Kleberg County Sheriff's Office

Kingsville Police Department

Print: _____

Print: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

**KLEBERG COUNTY SHERIFF'S OFFICE
FIREARMS RANGE RELEASE OF LIABILITY**

In consideration for receiving permission to use the range rifle range shoot house (hereafter referred to as "facilities"), by the Kleberg County Sheriff's Office, I hereby **FULLY RELEASE, FOREVER DISCHARGE, AND AGREE TO HOLD HARMLESS**, for any and all purposes, the County of Kleberg, the Kleberg County Sheriff's Office, the Sheriff, his deputies, agents, volunteers and employees (collectively, the "Released Parties"), of and from any and all liability to me, my personal representatives, assigns, heirs and next of kin, for any damage to or loss of my property, any injury to my person, including death, arising directly or indirectly out of my use of the facilities, **INCLUDING ANY SUCH DAMAGE, LOSS OR INJURY THAT IS CAUSED BY ANY ACT OR OMISSION ON THE PART OF THE RELEASED PARTIES**. I further agree to **INDEMNIFY, DEFEND, AND HOLD HARMLESS** the Released Parties for, from, and against any and all liabilities, damages, claims, lawsuits, costs (including court costs, attorneys' fees and costs of investigation), and actions of any kind or description for any damage to or loss of property or injury to persons, including death, arising out of the use of the facilities, **INCLUDING ANY DAMAGE, LOSS OR INJURY CAUSED BY ANY ACT OR OMISSION ON THE PART OF THE RELEASED PARTIES, INCLUDING ANY NEGLIGENT CONDUCT OF THE RELEASED PARTIES** but excluding any gross negligence or willful misconduct of the Released Parties.

Furthermore I agree to abide by all the rules of the facilities and ensure that any persons who will be involved in the use of the facilities abide by the rules. **Primary rule includes for a Certified Firearms Instructor or Accredited Range Master to be present at all times during the use of the range.** Any violation of the rules will be grounds for dismissal from the facilities.

By execution below I hereby acknowledge that there are inherent risks involved in the use of the facility and I recognize and assume all of the risks associated with use of the facilities. I **ACKNOWLEDGE THAT IT IS IMPORTANT THAT I VERIFY THAT I HAVE INSURANCE COVERAGE WHICH EXTENDS TO ME WHILE PARTICIPATING IN THE COURSE AND THAT I SECURE SUCH COVERAGE IF I DO NOT ALREADY HAVE IT.** I understand that the Kleberg County Sheriff's Office does not provide such coverage, and that no insurance coverage may exist through the Kleberg County Sheriff's Office to cover any injuries or damages which may arise as a result of my using the facilities.

ACKNOWLEDGEMENT

I acknowledge and represent that I have read the foregoing, understand it and sign it voluntarily as my free act and deed; no representations or statements have been made to me to induce me to execute this document. I execute this document for full adequate and complete consideration fully intending to be bound by the same, now and in the future.

Print Name Legibly: _____

Signature: _____

Date: _____

mm/dd/yyyy

Witness Print: _____

Witness Signature: _____

Date: _____

SCAN AND EMAIL TO: jdlongoria117@klebergcoso.org

**KLEBERG COUNTY SHERIFF'S OFFICE
FIREARMS RANGE POLICY AND PROCUDURES**

A. PURPOSE

The purpose of this policy is to list the rules of conduct for the shooting range of the Kleberg County Sheriff's Office.

B. POLICY

It is the policy of the Kleberg County Sheriff's Office to utilize its shooting range to train its Peace Officers on a continuous basis in order to perform at the highest degree of proficiency during the stress of an armed encounter. Furthermore, all personnel who utilize the shooting range must commit to its safe and effective use. The safety of all personnel is a primary concern and all individuals are expected to adhere to the highest safety measures during the use of the range.

C. ADMINISTRATIVE RANGE RULES

1. Range access can only be authorized by the Kleberg County Sheriff's Office Administration, Captain or their designee.
2. The Kleberg County Sheriff's Office Administration, Captain or their designee, shall have the authority to determine the priorities of firearms training.
3. All courses will be scheduled through the Training Unit/Firearms Instructor Captain JD Longoria.
4. When the range facility is approved for use by other agencies a Certified TCOLE Firearms Instructor or Accredited Range Master from the agency shall be present for range operation and all attendees entering the premise shall sign a Release of Liability.
6. Pertaining to range safety issues, the Kleberg County Sheriff's Office Administration, Captain or their designee, shall have complete authority over personnel using the range facility, regardless of rank, or assignment.
7. Certified Firearms Instructors may be appointed to the designation of Safety Range Officer by the Training Unit's chain of command. Safety Range Officers will be given further access to restricted areas of the range (i.e. armorer's workshop or target storage) and will receive additional responsibilities during firearms training. A list of Department recognized Range Officers and Department recognized Certified Firearms Instructors will be maintained by the Training Unit/Range Master. The list will be accessible through the Training Unit.
8. Range Officers shall have the responsibility for the safe conduct of all firearms courses. They will also ensure that the range maintenance duties are completed after firearms training. Any damage or malfunctions to the range shall be

recorded by a Range Officer on the Range Equipment Failure Log, located in the Training Building.

9. When conducting live firearms training within the firing area of the range, it is mandatory to have the appropriate number of instructors per number of shooters for safety purposes. See the below list, which identifies the appropriate number of instructors per shooters during a course of fire. One of the instructors ("Safety Instructor") shall be dedicated to the overall safety of the training course of fire. The overall safety shall include monitoring all areas of the shooting range to include the training building, safe areas, shoothouses and equipment storage bins. The "Safety Officer" may monitor the training from a location he/she deems appropriate for the course of fire.
10. When using the shoot house for live fire training a certified Firearms and Shoot house Instructor is required and notification shall be made to the KSO Firearms Instructor for use. The use of the shoot house is while live fire training at any of the 3 ranges in strictly prohibited.

Instructor/Shooter Requirements:

- a. Five (5) shooters or less requires one (1) Firearms instructor.
- b. Six (6) to Ten (10) shooters requires one (1) instructor total with one (1) Safety Officer dedicated to overall safety.
- c. No more than 10 shooters are allowed to shoot at the same time.

Note: As the number of shooters increase, the number of instructors shall increase with a 1:5 – Instructor to Student ratio as above.

10. If Department Certified Firearms Instructors wish to conduct training in the range outside of the above requirements, they can obtain approval via a The Kleberg County Sheriff's Office Administration, Captain.
11. For any dry fire exercises on the range, Department Certified Firearms Instructors shall physically verify that each officer being trained has no ammunition on their person during the training exercises. Once the training has started, no officers shall be allowed to leave the range without notifying an instructor of their intent to leave. Upon the officer's return, they shall check back in to the same instructor and the instructor shall again physically verify that the officer has no ammunition on their person prior to resuming training. The Department Certified Firearms Instructors shall remind officers to properly reload their firearms once the dry fire exercises are complete.

D. FIREARMS TRAINING RANGE RULES

1. It is the responsibility of ALL personnel to commit to the safe use of the range.
2. Treat all weapons as if they are loaded.
3. Prior to using the range, all personnel shall first receive general instructions.
4. Students must have all necessary equipment for class per General Order.

5. Weapons are to be loaded and unloaded from the firing line ONLY.
6. Firearms will be made clear and safe on the range and cleaned in the target room. Once the firearm is cleaned and ready to return to duty, Officers will load on the firing line under the supervision of the Firearms Instructor, Range Master or Range Officer.
7. All weapons are to be holstered except under supervision.
8. Range clean-up is the student's responsibility.
9. Do not loiter in the range area after completing training.
10. No cell phones are to be used or handled while on the range.
11. Food/Beverages are prohibited on the firing areas of the range (lead exposure).
12. Routine safety inspections will be conducted; any violation of range rules may result in immediate expulsion from the range and/or discipline.
13. KSO owned equipment shall not be used unless authorized by KSO Firearms Lead Instructor.

*Any deviation from these range rules requires the approval of a Training Unit Supervisor.

E. Firearms Training



1. All Department Firearms Training conducted either on the K S O range or any offsite location, will be under the direct supervision of an instructor who has successfully completed the TCOLE or other accredited Firearms Instructor Certification Course with an approved lesson plan on file within the Training unit.
 - a. Firearms training related to specialized weapons, such as shotgun or rifle, will be under the direct supervision of an instructor who has successfully completed the TCOLE or other accredited Firearms Instructor Certification Course AND is authorized by the Department to instruct in such weapons.
 - b. The Training unit will maintain a list of instructors authorized to teach specialized weapons courses.
2. Firearms Instructors conducting training will attach the pre-approved emergency medical treatment and evacuation plan to the lesson plan. If no plan exists, one must be created by the instructor and approved by the KSO Firearms Range Instructor, prior to the start of training. All instructors involved in the training will be briefed on the plan. All pre-approved emergency evacuation plans can be found on the clipboard in the training building.
3. The lead or ranking firearms instructor will be responsible for ensuring that all students and instructors conduct training in a safe and professional manner.

FIREARMS LIVE FIRE USE
PRIORITY PROCEDURES

A. Notifications:

1. After receiving authorization in accordance with range policy the following notifications shall be made by phone to inform range use:
 - a. Kleberg County Sheriff's Office Dispatch 361-595-8500
 - b. Contact Naval Base Watch Commander Shift Phone 361-438-7342

B. Range Safety Flag Deployment

2. Range safety flags are to be deployed in designated deployment areas when using live fire for the purpose of safety notice.
 - a. Primary Flag Pole (3' X 5" flag ) located at the entrance front gate
 - b. Secondary Flag (Pennant Style ) located N/E of the back gate

Acknowledgement of Receipt:

Officer:

Date

Agency

AGENDA ITEM #19

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

To: Mark McLaughlin, City Manager
From: Susan Ivy, Director of Parks & Recreation
Date: April 5, 2024
Subject: Agenda Request to approve Budget Amendment to fund CBBEF Outdoor Classroom

Request: We are asking City Commission to approve a budget amendment in the amount of \$7,000 to fund the reimbursement grant from Coastal Bend Bays and Estuaries for our Outdoor Classroom at Dick Kleberg Park.

History: We have been awarded a \$7,000 grant from Coastal Bend Bays and Estuaries to create an outdoor Classroom for our Nature Programming at DKP next to the office. This was presented and approved by the Commission in August of last year. The budget amendment to set up the fund was not approved at that time. We are asking that of you now. Attached you will find a copy of the original agenda request.

Financial Impact: This will add \$7,000 to fund 152 to be expended on items for the classroom and will be reimbursed by Coastal Bend Bays and Estuaries resulting in no cost to the City for this project. Any additional needs will come from the Park Budget.

Action: We ask that Commission approve the attached Budget Amendment.

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

To: Mark McLaughlin, City Manager
From: Susan Ivy, Director of Parks & Recreation
Date: August 18, 2023
Subject: Agenda Request – Coastal Bend Bays & Estuaries Grant Outdoor Classroom

Request: To Approve Grant Agreement between City of Kingsville Parks Department and Coastal Bend Bays and Estuaries to create an Outdoor Classroom in the area next to the Park Office in Dick Kleberg Park and to authorize Parks Director to sign agreement (copy attached).

History: The Parks Department has a long history of partnerships with Coastal Bend Bays and Estuaries Program. We have received other funding assistance, program instruction, guidance and their presence at events and advisement on Coastal issues relating to park properties etc. We receive a lot of assistance with our camps and our staff learns a lot for our nature based programming from this organization and its staff. We have been discussing the Outdoor Classroom for some time and they had some funds available and offered for us to use here at Dick Kleberg Park. For more information, please refer to the application attached. to install a shade structure, picnic tables, electrical service, telescopes, educational materials and signage in the area next to the park Office. It will become a part of the Sensory Garden we are installing in the same area through the Texas Parks and Wildlife Grant. This is a reimbursement grant so funding will need to be provided and we will apply for reimbursement upon completion which should turn around quickly.

Financial Impact: This grant will provide \$7000 in financial assistance.

We ask that the Commission approve this project and agreement and authorize Parks Director to sign attached agreement.

ORDINANCE NO. 2024-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2023-2024 BUDGET TO ACCEPT AND EXPEND GRANT PROCEEDS FROM THE COASTAL BEND BAYS AND ESTUARIES FOR A PARKS OUTDOOR CLASSROOM.

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 2023-2024 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 152 – Bays & Estuaries Grant					
<u>Revenues</u>					
4513	Parks	State Grants	72010	\$7,000	
<u>Expenditures – 5</u>					
4513	Parks	Grounds & Perm Fixtures	59100	\$4,000	
4513	Parks	Minor Equipment	21700	\$3,000	

[To amend the City of Kingsville FY 23-24 budget to accept and expend grant proceeds from the Coastal Bend Bays & Estuaries for a Parks Outdoor Classroom. Funding will come from the grant proceeds 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 13th day of May 2024.

PASSED AND APPROVED on this the 28th day of May, 2024.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #20

To: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

From: Manny Salazar, President/CEO, Kingsville Chamber of Commerce and Greater Kingsville Economic Development Council

Date: May 3, 2024

Subject: Purchase of Javelina Statues

BACKGROUND:

The Kingsville Chamber of Commerce has partnered with the Texas A&M University Kingsville Foundation to create the One Pack Initiative.

This program is designed to increase community continuity utilizing the javelina which is both the mascot for Texas A&M University Kingsville and an indigenous animal.

The partnering entities commissioned two sizes of javelina statues:

Small: 21" x 9" x 13" weighing approximately 60 lbs ***sold out***

Large: 44" x 19" x 28" weighing approximately 400 lbs

These proceeds from the sale of these statues go directly to the funding of scholarships for local students who wish to attend Texas A&M University Kingsville and to support town and gown efforts.

The cost for the large statues is \$1,000 per statue but the Office of the President has offered to cover half of the cost for the City.

Delivery fee is included.

Painting of the statue is a separate charge and done through a local vendor.

FINANCIAL IMPACT:

Cost of 5 large Javelina Statues: \$2,500

Approximate cost of painting 5 large Javelina Statues: \$1,250

- This cost may vary depending on artist and design

RECOMMENDATION:

Request approval of the purchase of 5 large Javelina Statues to support the One Pack Initiative.

ORDINANCE NO. 2024-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2023-2024 BUDGET TO APPROPRIATE FUNDING FOR THE PURCHASE, PAINTING, AND DELIVERY OF 5 JAVELINA STATUES.

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 2023-2024 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 – 5					
1030	City Special	Budget Amend Reserve	86000		\$3,500.00
1030	City Special	Minor Equipment	21700	\$3,500.00	

[To amend the City of Kingsville FY 23-24 budget to appropriate funding for the purchase, painting, and delivery of 5 Javelina statues. Funding will come from the General Fund Budget Amendment Reserve line item.]

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 13th day of May 2024.

PASSED AND APPROVED on this the 28th day of May, 2024.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #21



**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: Deborah Balli, Finance Director
DATE: May 07, 2024
SUBJECT: Budget Amendment #35 – Group Health Insurance

Summary:

The FY 23-24 budget appropriated funding for 2 group health enrollments based on prior year. Benefit enrollment took place after the budget was adopted and resulted in an additional enrollment.

Financial Impact:

This Budget Amendment appropriates \$6,600 in additional funding for the increased enrollment.

Recommendation:

Staff recommends the approval of this budget amendment.

ORDINANCE NO. 2024-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2023-2024 BUDGET TO APPROPRIATE ADDITIONAL FUNDING FOR CITY COMMISSION GROUP HEALTH INSURANCE.

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 2023-2024 budget be amended as follows:

**CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#35**

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 – General Fund					
Expenditures – 5					
1030	City Special	Budget Amend Reserve	86000		\$6,600
1000	Commission	Group Health Insurance	11600	\$6,600	

[To amend the City of Kingsville FY 23-24 budget to appropriate additional funding for City Commission Group Health Insurance. Funding will come from the General Fund Budget Amendment Reserve line item.]

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 13th day of May 2024.

PASSED AND APPROVED on this the 28th day of May 2024.

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: April 30, 2024
SUBJECT: Audit Engagement Letter

Summary:

This item authorizes the acceptance of the audit engagement letter from John Womack and Company for audit services for FY 23-24.

Financial Impact:

The estimated fees for services will be budgeted in Fund 001–General Fund and Fund 051–Utility Fund in equal amounts.

Interim work shall begin October 2024 and the Audit Report will be finished by March 31, 2025.

Recommendation:

Staff recommends the approval of the audit engagement letter from John Womack and Company.



RESOLUTION NO. 2024-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ENGAGEMENT LETTER AGREEMENT BETWEEN THE CITY OF KINGSVILLE, TEXAS AND JOHN WOMACK & CO., P.C. FOR THE 2023-2024 FISCAL YEAR AUDIT; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

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

I.

THAT the City Manager is authorized and directed as an act of the City of Kingsville, Texas to enter into an Engagement Letter Agreement Between John Womack & Co., P.C. and the City of Kingsville, Texas for the 2023-2024 Fiscal Year audit 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 13th day of May, 2024.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

JOHN WOMACK & CO., P.C.
CERTIFIED PUBLIC ACCOUNTANTS

JOHN L. WOMACK, CPA
MARGARET KELLY, CPA

P.O. BOX 1147
KINGSVILLE, TEXAS 78364
(361) 592-2671
FAX (361) 592-1411

April 16, 2024

Mayor Sam Fugate, City Commissioners and City Manager
City of Kingsville
P.O. Box 1458
Kingsville, Texas 78364

We are pleased to confirm our understanding of the services we are to provide for City of Kingsville for the year ended September 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City of Kingsville as of and for the year ended September 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Kingsville's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Kingsville's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary Comparison Information.



3. Schedule of the City's Proportionate Share of the Net Pension Liability.
4. Schedule of City Pension Contributions.
5. Schedule of the City's Proportionate Share of the Net OPEB Liability.

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Kingsville's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1. Schedule of expenditures of federal awards.
2. Combining and Individual Nonmajor Fund Financial Statements.

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1. Introductory Sections.
2. Statistical Sections.

AU-C 720, The Auditor's Responsibilities Relating to Other Information Included in Annual Reports, states that we should communicate our responsibilities as auditor with respect to other information included with an annual report (such as ACFR) to those charged with governance, such as the following:

- The expectation that the auditor will be provided the final version of all documents comprising the annual report, including other information, prior to the date of the auditor's report so that required audit procedures can be completed prior to the issuance of the auditor's report.

- If obtaining the final version of these documents is not possible prior to the date of the auditor's report, that the documents will be provided as soon as practicable, and that the entity will not issue the annual report prior to providing them to the auditor.
- The potential implications of providing the documents after the date of the auditor's report, including any actions that may be necessary in the event the auditor concludes that there is a material misstatement.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and Government Auditing Standards will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major

program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or

damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

As part of this communication, we have not identified any significant risks of material misstatement. However, planning has not concluded, and modifications may be made. If new significant risks are identified after the date of this initial communication, for example the course of fieldwork, we will communicate them to those charged with governance in a timely manner, in writing.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Kingsville's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB *Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Kingsville's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City of Kingsville's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, depreciation schedules (if needed) using your assigned life and depreciation method, schedule of expenditures of federal awards, and related notes of the City of Kingsville in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under

Government Auditing Standards and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, depreciation schedules (if needed), schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, depreciation schedules (if needed) using your assigned life and depreciation method, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, depreciation schedules (if needed) using your assigned life and depreciation method, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, depreciation schedules (if needed) using your assigned life and depreciation method, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, Patrick L. Moore, CPA, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on October 01, 2024.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Limitation on Liability

In the unlikely event that differences concerning our services or fees should arise that are not resolved by mutual agreement, to facilitate judicial resolution and save time and expense of both parties, the City agrees to participate in mediation, under the Commercial Mediation Rules of the American Arbitration Association, before any claim is asserted.

In the event that John Womack & Co., P.C. is found to be negligent in provision of any services covered by this agreement which result in damage to the City, John Womack & Co., P.C.'s liability to the City will be limited to actual damages or losses incurred by the City. John Womack & Co., P.C. will not be liable to the City for any punitive damages.

Engagement Administration, Fees, and Other

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate. We will not undertake any accounting services (including but not limited to reconciliation of accounts and preparation of requested schedules) without obtaining approval through a written change order or additional engagement letter for such additional work.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports,

and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of John Womack & Co., P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to cognizant agencies or their designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of John Womack & Co., P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the cognizant agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

John L Womack is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately October 14, 2024. To ensure that John Womack & Co., P.C.'s independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Our fee of \$112,500 to \$124,500 will be for the following services: the financial audit of the City, GASB 34 and GFOA report presentation, capital assets, state and federal grant audit requirements for the Single Audit, the Retirement System and OPEB disclosure reporting requirements for GASB 68 and 75, plus out-of-pocket costs (such as report

reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.). Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

As an attest client, John Womack & Co., P.C. cannot retain your documents on your behalf. This is in accordance with the ET 1.295.143 of the *AICPA Code of Professional Conduct*. The City of Kingsville is responsible for maintaining its own data and records.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to management and the governing Board of the City of Kingsville, which will also address other information in accordance with AU-C 720, *The Auditor's Responsibilities Relating to Other Information Included in Annual Reports*. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue reports, or withdrawing from the engagement.

You have engaged us to include in our report a section that discusses key audit matters, if any, identified during our audit. Key audit matters are matters that are communicated or required to be communicated to those charged with governance that were, in the auditor's professional judgment, of most significance to the audit of the financial statements of the current period. Key audit matters may involve, among other things, areas of higher assessed risk of material misstatement or significant identified risks; areas that required significant auditor judgment, such as accounting estimates or other areas subject to a high degree of estimation uncertainty; or the effect of significant events or transactions in the current period. For each key audit matter identified in our report, our report will describe the primary reason(s) we designated it as a key audit matter, how it was addressed in the audit, and refer to the financial statement account(s) or disclosure(s) related to it. The

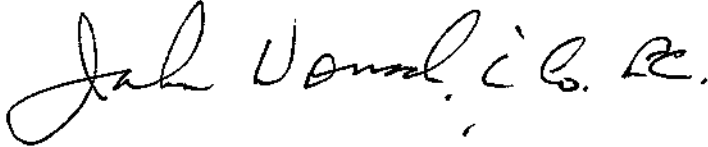
communication of key audit matters does not alter in any way our opinion on the financial statements, taken as a whole. If our audit does not identify any key audit matters, our audit report will state that conclusion.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

You have requested that we provide you with a copy of our most recent external peer review report and any subsequent reports received during the contract period. Accordingly, our 2023 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the City of Kingsville and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Sincerely,

A handwritten signature in cursive script that reads "John Womack, C.B. R." The signature is written in black ink and is positioned above the typed name.

John Womack & Co., P.C.

RESPONSE:

This letter correctly sets forth the understanding of the City of Kingsville.

Management signature: _____

Title: _____

Governance signature: _____

Title: _____



MWH GROUP
CERTIFIED PUBLIC ACCOUNTANTS
CONSULTANTS

Report on the Firm's System of Quality Control

May 31, 2023

To the Owner of John Womack & Co., P.C.
and the Peer Review Committee of the Texas Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of John Womack & Co., P.C. (the firm) in effect for the year ended August 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitation of, and the procedures performed in a System Review as described in the standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of John Womack & Co., P.C., in effect for the year ended August 31, 2022, has been suitable designed or complied with to provide the firm with reasonable assurance of performing the reporting in conformity with applicable standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. John Womack & Co., P.C. has received a peer review rating of *pass*.

MWH Group, P.C.

MWH Group, PC

AGENDA ITEM #23

**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: May 13, 2024

SUBJECT: Consider Rescinding Award of Project and Construction Contract to Texas Pride Utilities LLC for the General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Contract No. 22-082-016-D218 Project 6: 10Th Street Sanitary Sewer Improvements Project

Summary:

On March 11, 2024, the City awarded Bid #24-04 for GLO Project 6 to Texas Pride Utilities in the amount of \$714,814.00, as the lowest responsible bid. Then on March 25, 2024, the construction contract was awarded. Finally, the City held a Preconstruction Conference with the contractor on April 4, 2024; however, the City could not issue a Notice to Proceed with construction due to pending bonds, insurance, and the construction contract not being received from the vendor. The City of Kingsville, GrantWorks, and ICE made several attempts to contact the contractor, but no response or documents have been provided.

Background:

Bid 24-04, Project 6 sealed bids were received on February 20, 2024, from 3 bidders. Bidder one (1) is Insituform Technologies LLC, from Chesterfield, Missouri. Bidder two (2) is Texas Pride Utilities LLC, from Houston, Texas. Bidder three (3) is PM Construction & Rehab. LLC, from Pasadena, Texas. Base Bid ranged from \$425,014.00 to \$592,961.00, Alternate Bid No. 1 ranged from \$289,800.00 to \$386,156.00, and Total Bid Amounts ranged from \$714,814.00 to \$962,621.00. The lowest bidder was Texas Pride Utilities LLC for \$714,814.00. They were awarded the bid on March 11, 2024. Their construction contract was awarded March 25, 2024. A Preconstruction Conference was held with the awarded vendor via Zoom on April 4, 2024. Since that time the selected vendor has failed to return an executed construction contract and necessary documents and has failed to respond to multiple attempts to communicate with them.



**City of Kingsville
Engineering Dept.**

As the initially selected vendor is being unresponsive and unnecessarily delaying the project, the outside engineer and staff recommend the City move forward with rescinding the initial bid award & the construction contract.

Financial Impact:

No Impact.

Recommendation:

Staff recommendations.

1. Rescinding the award of the bid for GLO Project 6 and the Construction Contract between City and Texas Pride Utilities LLC. in the amount of \$714,814.00.

Attachments:

Recommendation Letter Project 6





April 30, 2024

Rutilio "Rudy" Mora, P.E., CFM
City Engineer
City of Kingsville
200 E King Street
Kingsville, TX 78363

Re: CDBG-MIT GLO Contract No. 22-082-016-D218 Project 6, (City of Kingsville Bid No. 24-04) – ICE award recommendation

Dear Mr. Mora,

This memorandum is in reference to ICE's recommendation for award of the above-mentioned project which consists of the installation of 5478 LF of 12" Dia. CIPP liner of sanitary sewer, including the rehabilitation of 314 Square Yards of manhole area, and items associates with the installation (service connections, curb and gutter repairs, pavement repairs, traffic control, etc.).

The following is a Bid Summary for the above referenced project. Three (3) general contractors submitted bids to the City of Kingsville on 02/20/2024. Their information is attached herewith. The bidders' list with their total bid is given below:

City of Kingsville - GLO Project 6

Rank	Company	Base Bid	Additive Bid No. 1	Total 1
1	Texas Pride Utilities LLC	\$425,014.00	\$289,800.00	\$714,814.00
2	PM Construction & Rehab LLC	\$450,339.00	\$386,156.00	\$836,495.00
3	Insituform Technologies LLC	\$592,961.00	\$369,660.00	\$962,961.00

Texas Pride Utilities LLC (TPU), submitted the lowest total bid of \$714,814.00. On 02/20/24 TPU was notified of the low bid pending validation. A pre-construction conference was held at the City Hall's Engineering Conference room on April 4, 2024. TPU was present via "Zoom." A notice to proceed was to be delivered upon commencement of the preconstruction meeting. However, TPU did not provide the signed contract documents. TPU stated that the signed documents were delivered via FEDEX, but the city did not receive them. Later, TPU said they would hand deliver the contract documents the next day. The City of Kingsville and ICE have tried to contact Texas Pride Utilities LLC on several occasions with no response.



At this point the lack of response from TPU is concerning. It is ICE's opinion that TPU be considered non-responsive. As a result, the start of the project has been delayed and the City of Kingsville will need to either advertise again and re-bid or choose the next lowest bidder.

Based on our review, the second lowest bid was determined to be PM Construction & Rehab LLC with the Total Bid of **\$836,495.00**. The Engineer's estimate is \$887,662.25. This is 6% below the engineer's estimate which is considered reasonable. Furthermore, no errors or discrepancies was found in PM Construction & Rehab LLC packet. Therefore, it is ICE's recommendation that PM Construction & Rehab LLC be awarded this bid. It is the city's discretion to waive any informality or to reject any or all bids.

If you have any questions or need additional information, please contact me at (361) 826-5805 or charlie@icengineers.net

Sincerely,

Juan Carlos "Charlie" Cardenas, P.E.
Senior Civil Engineer

AGENDA ITEM #24

**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: May 13, 2024

SUBJECT: Consider Awarding Bid No. 24-04 for the General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Contract No. 22-082-016-D218 Project 6: 10th Street Sanitary Sewer Improvements Project

Purpose:

The purpose is to award our fifth GLO CDBG-MIT 2016 Flood Mitigation Project. The fifth one being Project 6: 10th Street – Sanitary Sewer Improvements.

Project 6 includes 5,478 LF of CIPP, manhole rehabilitation, point repairs, and pavement repairs. The project is scheduled to be completed within 180 days from Notice to Proceed and after award.

Summary:

Bid 24-04, Project 6 sealed bids were received on February 20, 2024, from 3 bidders. Bidder one (1) is Insituform Technologies LLC, from Chesterfield, Missouri. Bidder two (2) is Texas Pride Utilities LLC, from Houston, Texas. Bidder three (3) is PM Construction & Rehab. LLC, from Pasadena, Texas. Base Bid ranged from \$425,014.00 to \$592,961.00, Alternate Bid No. 1 ranged from \$289,800.00 to \$386,156.00, and Total Bid Amounts ranged from \$714,814.00 to \$962,621.00. The lowest bidder was Texas Pride Utilities LLC for \$714,814.00, but they are non-responsive. We recommend awarding the project to the next lowest bidder PM Construction & Rehab LLC in the amount of \$836,495.00.

Background:

The General Land Office (GLO) Awarded \$7,293,111.00 to the City of Kingsville for Citywide Wastewater Improvements on March 11, 2021. Texas Land Commissioner George P. Bush announced the Texas General Land Office approved \$135,462,438 in flood mitigation projects to 21 grantees in the second round of grant funding for the GLO's \$2.3 billion regional mitigation competitions.



**City of Kingsville
Engineering Dept.**

"Texas continues to experience tremendous economic and population growth across our state, and the GLO is working with local leaders to protect our communities against natural disasters such as flooding," said Commissioner Bush. "The GLO was provided with historic funding to help communities fortify critical infrastructure in preparation for flooding events. This \$135 million in vital mitigation funds awarded by the GLO will provide essential protection for residents, businesses, and local government infrastructure."

The GLO received a historic \$4.3 billion allocation in Community Development Block Grant Mitigation (CDBG-MIT) funds from the U.S. Department of Housing and Urban Development (HUD) to mitigate against future damage from hurricanes, flooding, and other natural disasters in repetitively damaged areas. Within the \$2.3 billion set aside for regional mitigation awards, \$147,680,760 was allocated to the 2016 Floods State Mitigation Competition, with 50% going to the HUD- and state-designated Most Impacted and Distressed (MID) areas. HUD requires at least 50% of the total \$4.3 billion must be spent on activities benefiting low- to moderate-income (LMI) populations. Of the 504,428 residents benefiting from the announced grants, 284,196 – or more than 56% – are low-to moderate-income.

For the 2016 Floods Competition, the GLO received 35 applications representing a total request of \$244,674,464 for \$147,680,760 in available funding. The grantees announced represent the highest scoring applications meeting program eligibility requirements based on the 2016 Floods State Mitigation Competition Applicant Scoring and Eligibility Competition Criteria and the CDBG-MIT Action Plan.

Financial Impact:

Project 6 will be funded by Fund 113 Citywide Wastewater Collection System Improvements in the amount of \$836,495.00.

Recommendation:

Staff recommendations.

1. Awarding CDBG-MIT GLO Contract No. 22-082-016-D218 – Project 6: 10th Street. - Sanitary Sewer Improvements in the amount \$836,495.00 to PM Construction & Rehab LLC.

Attachments:

Bid Recommendation/Award Letter Project 6
Bid Tabulation Project 6





April 30, 2024

Rutilio "Rudy" Mora, P.E., CFM
City Engineer
City of Kingsville
200 E King Street
Kingsville, TX 78363

Re: **CDBG-MIT GLO Contract No. 22-082-016-D218 Project 6, (City of Kingsville Bid No. 24-04) – ICE award recommendation**

Dear Mr. Mora,

This memorandum is in reference to ICE's recommendation for award of the above-mentioned project which consists of the installation of 5478 LF of 12" Dia. CIPP liner of sanitary sewer, including the rehabilitation of 314 Square Yards of manhole area. and items associates with the installation (service connections, curb and gutter repairs, pavement repairs, traffic control, etc.).

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City of Kingsville - GLO Project 6

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At this point the lack of response from TPU is concerning. It is ICE's opinion that TPU be considered non-responsive. As a result, the start of the project has been delayed and the City of Kingsville will need to either advertise again and re-bid or choose the next lowest bidder.

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If you have any questions or need additional information, please contact me at (361) 826-5805 or charlie@icengineers.net

Sincerely,

Juan Carlos "Charlie" Cardenas, P.E.
Senior Civil Engineer

BID TABULATION

City of Kingsville
 GLO SS Project 6 (10th Street) Sanitary Sewer Improvements
 Project Name: CDBG-MIT GLO Contract No. 23-082-016-D218
 Bid Number: 24-04
 Date: February 20, 2024 at 2:00PM



City of Kingsville
 1000 Kingsville Blvd
 Kingsville, MO 64501
 Phone: 417-335-2000
 Fax: 417-335-2001
 Website: www.kingsville-mo.gov

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID: Insert name of Project here...									
A1	1	LS	Mobilization / Bonds / Insurance	\$28,000.00	\$28,000.00	\$36,000.00	\$36,000.00	\$75,000.00	\$75,000.00
A2	1	LS	Traffic Control	\$12,000.00	\$12,000.00	\$24,000.00	\$24,000.00	\$20,000.00	\$20,000.00
A3	531	LF	SWPP (Sediment Control Fence)	\$10.00	\$5,310.00	\$7.00	\$3,717.00	\$25.00	\$13,275.00
A4	5478	LF	CIPP Lining Existing 12" Dia. Sanitary Sewer Line	\$68.00	\$372,504.00	\$69.00	\$377,982.00	\$87.00	\$476,586.00
A5	18	EA	Stainless Steel Flow Inhibitor	\$400.00	\$7,200.00	\$480.00	\$8,640.00	\$450.00	\$8,100.00
TOTAL BASE BID					\$425,014.00		\$450,339.00		\$592,961.00
ALTERNATE BID NO. 1: Insert Alternate Bid Items here for first & subsequent...									
B1	314	SY	CIP Manhole Liner	\$700.00	\$219,800.00	\$554.00	\$173,956.00	\$890.00	\$279,460.00
B2	10	EA	Point Repairs	\$5,000.00	\$50,000.00	\$19,000.00	\$190,000.00	\$5,750.00	\$57,500.00
B3	100	SY	Concrete Pavement Repairs	\$100.00	\$10,000.00	\$145.00	\$14,500.00	\$194.00	\$19,400.00
B4	100	SY	Asphalt Pavement Repairs	\$100.00	\$10,000.00	\$77.00	\$7,700.00	\$133.00	\$13,300.00
TOTAL ALTERNATE BID NO. 1					\$289,800.00		\$386,156.00		\$369,660.00
TOTAL BASE BID + ALTERNATE BID NO. 1					\$714,814.00		\$836,495.00		\$962,621.00

* DENOTES ERROR IN BID

BID RESULTS RANKING - LOWEST TO HIGHEST:

- 1
- 2
- 3

AGENDA ITEM #25

**City of Kingsville
Purchasing Department**

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: Charlie Sosa Purchasing Manager
DATE: April 29, 2024
SUBJECT: RFP 24-12 Annual Miscellaneous Service Contract

Summary:

This item authorizes the City to enter into a contract with D.I.A. Utilities of Kingsville, Texas 78363 for the Annual Miscellaneous Services Contract for the City of Kingsville.

Background:

We published a Request for Proposals #24-06 in the newspaper on April 4, 2024, and April 11, 2024. Request for Proposals were accepted until 2:00 PM on April 23, 2024. One response was received from D.I.A. Utilities of Kingsville, Texas 78363. Staff reviewed RFP #24-12 and found the information received to be responsive for D.I.A. Utilities of Kingsville, Texas 78363.

Financial Impact:

None at this time.

Recommendation:

It is recommendation the City enter into a contract with D.I.A. Utilities of Kingsville, Texas 78363, for the Miscellaneous Services Contract for the City of Kingsville, as per staff recommendation.





CITY OF KINGSVILLE
GENERAL CONDITIONS
AND
SPECIFICATIONS
FOR
ANNUAL BID FOR MISCELLANEOUS SERVICES
BID # 24-12
CLOSING DATE:
TUESDAY, April 23, 2024
2:00PM

PROPOSAL OF BIDDERS

The following bid is made for furnishing the materials/services for the City of Kingsville, Texas.

The undersigned declares that the amount and nature of the materials/services to be furnished is understood and that the nature of this bid is in strict accordance with the conditions set forth and is a part of this bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened.

The undersigned, in submitting this bid, represents that they are an equal opportunity employer, and will not discriminate with regard to race, religion, color, national origin, age or sex in the performance of this contract.

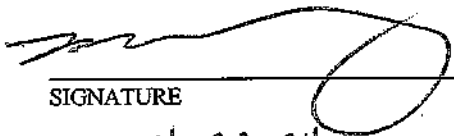
The undersigned hereby proposes to furnish the items on, F.O.B. Kingsville, Texas, freight pre-paid at the unit prices bid herein after notice of bid award.

The undersigned affirms that they are duly authorized to execute this contract document that this company, corporation, firm, partnership or individual and has not prepared this bid in collusion with any other bidders, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this type of business prior to the official opening of this bid.

**MISC. Services
24-12**

Respectfully Submitted,

PLEASE SUBMIT A COPY OF YOUR COMPANY'S W-9



SIGNATURE

4-22-24

DATE

Marco A. Jimenez

PRINTED NAME

owner

TITLE

DEH Utilities

COMPANY NAME

Marco Jimenez

CONTACT PERSON (Must have knowledge of bid)

P.O. Box 5307

BILLING ADDRESS

STREET

Kingsville TX

CITY

STATE

78364

ZIP

Same as Above

MAILING ADDRESS

STREET

CITY

STATE

ZIP

361-228-2045

PHONE NUMBER (metro/toll free)

—

FAX NUMBER

diautilities@gmail.com

E-MAIL ADDRESS

No bids may be faxed or emailed.

NOTICE TO BIDDERS

Sealed bids will be received by the City of Kingsville, Texas, at the office of Charlie Sosa, Purchasing Manager, City Hall Building, 400 W. King, Kingsville, Texas 78363 or via mail, until the hour on 2:00 pm on the 23 day of April 2024; at which time bids duly delivered and submitted will be considered for supplying the following:

ANNUAL CONTRACT FOR MISCELLANEOUS SERVICES BID 24-12

Any bid received after the stated closing time will be returned unopened. If bids are sent by mail to the Purchasing Manager, the bidder shall be responsible for actual delivery of the bid to the Purchasing Manager before the advertised date and hour for opening of bids. If mail is delayed by the postal service, courier service, of the City of Kingsville beyond the date and hour set for the bid opening, bids thus delayed will not be considered and will be returned unopened.

Information concerning the bid specifications may be obtained by calling Charlie Sosa, Purchasing Manager at 361-595-8025 or via email csosa@cityofkingsville.com.

Information on the bid process/procedures may be obtained from Charlie Sosa, Purchasing Manager, at (361) 595-8025 or via email purchasing@cityofkingsville.com.

Until the final award by the City of Kingsville, said City reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise, to proceed otherwise when the best interests of said City will be realized hereby. Bids will be submitted sealed and plainly marked with the date and time of opening.

The City of Kingsville City Hall Building is wheelchair accessible. For accommodations or sign interpretive services needed for bid openings, please contact the Purchasing Office 48 hours in advance at (361) 595-8025.

**400 West King, Ave.
City of Kingsville, Texas**

**Charlie L. Sosa
Purchasing Manager**

Publication Dates: April 04, 2024 & April 11, 2024

Closing Date: Tuesday, April 23, 2024 @ 2:00 PM

GENERAL CONDITIONS

ADDENDA

It is the responsibility of the vendor to check for addenda. Addenda will be posted to the City's website: <https://www.cityofkingsville.com/departments/purchasing/rfp-bid-openings-fy-2024>

ANNUAL CONTRACT FUNDING

The City operates on a fiscal year that ends on September 30th. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this bid is subject to cancellation if funds for this commodity/service are not approved in the next fiscal year.

ASSIGNMENT OF BID/CONTRACT

The successful bidders may not assign their rights and duties under an award without the written consent of the City's Purchasing Manager. Such consent shall not relieve the assignor of liability in the event of default by their assignee.

BID CONSIDERATION / TABULATION

After bids are opened and publicly read, the bids will be tabulated for comparison on the basis of the bid prices and quantities (lowest responsible vendor) or by the best value method shown in the Proposal. Until final award of the Contract, the City reserves the right to reject any or all bids, to waive technicalities, and to re-advertise for new bids, or proposed to do the work otherwise in the best interests of the City.

The following items will be considered when an award is based on best value:

- The purchase price;
- The reputation of the bidders and of the bidders' goods or services;
- The quality of the bidders' goods or services;
- The extent to which the goods or services meet the municipality's needs;
- The bidders' past relationship with the municipality;
- The impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- The total long-term cost to the municipality to acquire the bidders' goods or services; and
- Any relevant criteria specifically listed in the request for bids or proposals.

BID SUBMISSION

Bids may be submitted in person, or by mail.

- Submit bids in person at the office of Charlie Sosa, Purchasing Manager, 3rd floor of City Hall Building, 400 West King Ave., Kingsville, Texas 78363.
- Submit bids via mail to West King Avenue, Kingsville, TX 78364.
- To submit a bid via mail, all documents must be returned and an original signature provided on the proposal to bidders sheet.
- Bids will not be accepted in either format without a signature.
- The City is not responsible for mail service. See page 3, paragraph 2 of the Notice to Bidders.

BRAND NAMES

If items for which bids have been called for have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products will be considered for award if such products are clearly identified in the bids and are determined by the Purchasing Manager and requesting Department to be equal in all material respects to the brand name products referenced. **Unless the bidders clearly indicate in their bids that they are offering an "equal product", their bid shall be considered as offering a brand name product referenced in the Proposal Schedule.**

CANCELLATION OF BIDS

Bids may be cancelled with 30 days written notice with good cause.

CHANGES OR ALTERATIONS

No part of this bid may be changed/alterd in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. *Changes made without submission of a written request to this bid will result in disqualification.*

COMPLETING INFORMATION

Bidders must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the bid at the City's option.

CONTRACT CLAUSE

All bidders understand and agree that the vendor's bid response will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded only if replaced with a more extensive contract that is agreed to by both parties.

DEFAULT

In case of default of the successful bidders, the City of Kingsville may procure the articles/services from other sources and hold the bidder responsible for any excess cost occasioned thereby.

DELIVERY

The City reserves the right to demand bond or penalty to guarantee delivery of goods or services by the date indicated. If order is given and the bidder fails to furnish the materials or services by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F.O.B. Kingsville, Texas all freight prepaid.

DELIVERY DATE

Delivery date is an important factor to the City and may be required to be a part of each bid. The City of Kingsville considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery at Kingsville, Texas. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever the Vendor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Vendor shall immediately give notice thereof in writing to the Purchasing Manager, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule.

INDEMNIFICATION

In case any action in court is brought against the City, or any officer or agent of the City, for the failure, omission, or neglect of the Vendor to perform any of the covenants, acts, matters, or things by this contract undertaken; or for injury or damage caused by the alleged negligence of the Vendor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, materialmen, or suppliers the Vendor shall indemnify and save harmless the City and its officers and agents, and elected officials from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

INSURANCE

Deductibles, of any type, are the responsibility of the Vendor/Contractor.

MISCELLANEOUS

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the Purchasing Manager immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

The City of Kingsville supports a recycling program. Recycled materials are acceptable and will be considered for award. The City desires to use recycled products when a comparable material/product is available. If your company distributes products made of recycled materials please submit an alternate bid for the items requested. All recycled products should meet the minimum standards established in the bid specifications provided. State any exceptions: costs, warranties and percentage of recycle materials used in the manufacture of the material/product. The City will determine the acceptability of the materials/products bid as an alternate.

The City will consider special vendor pricing on discounts in exchange for City's willingness to participate in new product testing or promotion including ability of Vendor to bring other potential customers to city job sites to demonstrate product. The amount of product discount in exchange for these services should be clearly stated in the bid document. Any promotional strategies should be discussed with the Purchasing Manager and approved by the appropriate City Official(s) before submission of the bid.

Successful bidder(s) agrees to extend prices to all entities that have entered into or will enter into joint purchasing inter-local cooperation agreements with the City of Kingsville. As such, the City of Kingsville has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful Vendor may be asked to provide products/services, based upon the bid price, to any other participant in the forum.

The City operates on a fiscal year that ends on September 30th. State law mandates that a municipality may not commit funds beyond a fiscal year; this bid is subject to cancellation if funds for this commodity/service are not approved in the next fiscal year.

The Vendor agrees it does not now, nor will it during the term of this agreement (should it be awarded the bid) boycott Israel; not do business with Iran, Sudan, or any other foreign terrorist organization; and not discriminate against a foreign enemy or foreign trade association.

For purposes of this document, the terms Bidder, Vendor, and Contractor are to all mean the company, corporation, firm, partnership, or individual authorized to submit and abide by this contract document.

PAYMENT TERMS & CONDITIONS

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the Purchasing Manager the review, inspection and processing procedures can be completed as to the specific purchases within the specified time.

It is the intention of the City of Kingsville to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided. Orders will be placed by the Purchasing Department and must be given a Purchase Order Number to be valid. No payments shall be made on invoices not listing a Purchase Order Number. No partial payment will be made.

Payment will not be made by the City until the Vendor has been given a Purchase Order Number, has furnished proper invoice, materials, or services, and otherwise complied with City Purchasing procedures, unless this provision is waived by the City.

PROVISIONAL CLAUSES

The City of Kingsville will not enter into any contract where the cost is provisional upon such clauses as are known as "escalator" or "cost-plus" clauses.

REJECTION OF BIDS

The City reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of said City.

Bids will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all bids, and all bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

- Bids received after the time limit for receiving bids as stated in the advertisement.
- Proposal containing any irregularities.
- Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the bidders.
- Reasonable grounds for believing that any Bidders is interested in more than one Proposal for the work contemplated.
- The bidders being interested in any litigation against the City.
- The bidders being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

REQUEST FOR NON-CONSIDERATION

Bids deposited with the City cannot be withdrawn prior to the time set for opening bids. Request for non-consideration of bids must be made in writing to the Purchasing Manager and received by the City prior to the time set for opening bids. After other bids are opened and publicly read, the Proposal for which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the bids have been opened, and the bidder, in submitting the same, warrants and guarantees that this bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the bidder.

SALES TAX

The total for each bid submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each bid. The City cannot determine for the bidder whether or not the bid is taxable to the City. The bidder through the bidders's attorney or tax consultant must make such determination. Bills submitted for taxes after the bids are awarded will not be honored.

SPECIAL CONDITIONS

1. Term of this bid shall be for a period of two (2) years; with two (2) additional two-year renewal options, same terms and conditions, if agreed upon by both parties.
2. The City of Kingsville, at its discretion, reserves the right to supply materials to complete certain jobs.
3. Quantities as shown on the Proposal Schedule are estimates. The City of Kingsville reserves the right to increase or decrease quantities/services during this agreement based upon usage.
4. The City of Kingsville reserves the right to cancel this contract upon 30 days written notice.
5. Vendors' trucks shall be radio/phone dispatched or have access to a beeper at all times to ensure communication can be made for problems that arise.
6. **Contractor will be required to file for and maintain an Annual Permit with the City's Building Inspection Department.**
7. **Insurance Affidavit must be submitted with this bid package.**
8. Purchase orders will be issued for each service request. Each Purchase Order must be referenced on the invoice as well as the name of the city employee requesting the service and job location.
9. This price agreement will be awarded to one vendor as primary and another vendor as secondary.
10. Due to heighten security levels after 9-11 the City of Kingsville would prefer, if awarded the bid, documentation of your company's background screening of your employees.
11. **Invoices must be detailed – charges must be itemized and quantity of hours per person must be detailed.**
12. Please include with your bid response a copy of all employee licenses and certifications for your employees who will provide services on this contract.

TAXES AND INSURANCE:

The Vendor shall be held to have studied all tax laws for the jurisdiction in which the work is being done, and shall pay all the taxes for which he/she may be liable as a consumer or user of goods, or otherwise, without addition to the contract price.

In addition to the general obligations and responsibilities for insurance and protection set out in the General Conditions of Agreement, the Vendor shall comply with the following provisions.

- The Vendor acknowledges that he/she has qualified and will make all payments under the terms of the Unemployment Compensation Law to the State in which the work is performed.
- **Winning Vendor shall submit certificates of insurance with this bid package indicating the insurance is in effect for themselves and all Sub-Contractors, together with a statement that the insurance companies will not cancel or change the policies without first giving the City thirty (30) days' notice in writing.**

The Vendor shall also comply with all Federal, State and Local laws and ordinances relating to Social Security, Unemployment Insurance, Pensions, etc., and shall pay all taxes, levies or assessments for which he/she may be liable.

TAX EXEMPT PURCHASING BY VENDOR

Texas Tax Code 151.311, which is copied below, allows a vendor to purchase many items exempt from state and local sales taxes in the performance of their contract with the City. Vendors who respond to this Request For Proposal will be expected to take advantage of this tax exemption as allowed by state law. Vendors should take the initiative to verify the tax exempt details with the State of Texas Comptroller's Office, but here are a few stipulations from them:

- All products purchased to perform on the contract must be used on the contract. For example, a vendor cannot purchase 100 pieces of lumber for our contract and use some of them for another taxable client.
- The rental of items such as scaffolding, barricades, or rental equipment is not exempt from taxes.

It is our understanding that Vendors can provide their suppliers with a completed Texas Sales and Use Resale Certificate (<http://www.window.state.tx.us/taxinfo/taxforms/01-3392.pdf>) to receive this exemption. You may contact the State of Texas Comptroller's Office for details, and their contact information can be found at <http://www.window.state.tx.us/contact.html>. Vendors who respond to this RFP are expected to pass this tax savings along to the City. No exempt state and local sales taxes will be paid to the winning Vendor.

§ 151.311. TAXABLE ITEMS INCORPORATED INTO OR USED FOR IMPROVEMENT OF REALTY OF AN EXEMPT ENTITY.

(a) The purchase of tangible personal property for use in the performance of a contract for an improvement to realty for an organization exempted under Section 151.309 or 151.310 of this code is exempt if the tangible personal property is incorporated into realty in the performance of the contract.

(b) The purchase of tangible personal property, other than machinery or equipment and its accessories and repair and replacement parts, for use in the performance of a contract for an improvement to realty for an organization exempted under Section 151.309 or 151.310 of this code is exempt if the tangible personal property is:

- (1) necessary and essential for the performance of the contract; and
- (2) completely consumed at the job site.

(c) The purchase of a taxable service for use in the performance of a contract for an improvement to realty that is performed for an organization exempted under Section 151.309 or 151.310 of this code is exempt if the service is performed at the job site and if:

- (1) the contract expressly requires the specific service to be provided or purchased by the person performing the contract; or
- (2) the service is integral to the performance of the contract.

(d) For purposes of this section, tangible personal property is completely consumed if after being used once for its intended purpose it is used up or destroyed. Tangible personal property that is rented or leased for use in the performance of the contract cannot be completely consumed for purposes of this section.

INSURANCE:

The Vendor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts as may be necessary to protect himself/herself and the interest of the City against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to the City but regardless of such acceptance it shall be the responsibility of the Vendor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate coverage shall not relieve him/her of any contractual responsibility or obligation.

Satisfactory certificates of insurance shall be filed with the City prior to starting any work for the City on this Contract. The certificate shall state that 30 days advance written notice will be given to the City before policy covered thereby is changed or canceled.

The Vendor shall comply with all Federal, State, and local laws and ordinances relating to Social Security, Unemployment Insurance, Pensions, etc.

1. **Commercial General Liability:** \$1,000,000.00 combined single limit per occurrence for Fire Damage, Medical Expenses, Personal & Advertising Injury, General Aggregate and Products-Completed Operations Aggregate. This policy shall have no coverage removed by exclusions.
2. **Automobile Liability:** \$500,000.00 combined single limit per accident for bodily injury and property damage. Coverage should be provided as a "Code 1," any auto.
3. **Worker's Compensation and Employers' Liability:** *Statutory.*

Other Insurance Provisions

12. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City. If the policy is canceled for non-payment of premium, only ten (10) days notice is required.
3. Insurance is to be placed with insurers with a Best rating of no less than A:VII. The company must also be duly authorized to transact business in the State of Texas.
4. **Workers' Compensation and Employers' Liability Coverage:** The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from the activities under this contract.
5. Certificates of Insurance and Endorsements effecting coverage required by this clause shall be forwarded to:
City of Kingsville
Purchasing Department: Charlie Sosa
P. O. Box 1458
Kingsville, Texas 78364
6. Insurance Certificate must be submitted and issued with the City listed as the certificate holder.

Cancellation Policy must read as follows:

"Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail a 30 days' written notice to the certificate holder named to the left. "

RESPONSIBILITY:

It is understood that the Vendor alone is responsible for the employment, control and conduct of Vendor's employees and for injury of such employees in the course of their employment or otherwise, or to others through the acts of neglect of such employees.

Vendor is an independent operator with the authority to control and direct the performance of the details of the work. The work contemplated herein shall meet the approval of the City of Kingsville and be subject to inspection by the City of Kingsville to secure the satisfactory completion thereof.

REFERENCES

Please list three references of governments, individuals, or companies that have used your services in the last year:

1. Silva Construction LLC
COMPANY NAME OR CONTACT PERSON

4005 S. Franklin Adams Kingsville TX 78363
STREET ADDRESS CITY STATE ZIP

Cesar Silva 361-455-1545
CONTACT PERSON TELEPHONE NUMBER

Utility construction (water, electrical, sewer)
PRODUCTS/SERVICES USED

2. City of Falfurrias
COMPANY NAME OR CONTACT PERSON

625 N. St. Marys St. Falfurrias TX 78355
STREET ADDRESS CITY STATE ZIP

AB Pena 361-325-2140 x1123
CONTACT PERSON TELEPHONE NUMBER

Water utility installation
PRODUCTS/SERVICES USED

3. Rodriguez Plumbing
COMPANY NAME OR CONTACT PERSON

627 N. 14th Kingsville TX 78363
STREET ADDRESS CITY STATE ZIP

Rodney Rodriguez 361-592-7975
CONTACT PERSON TELEPHONE NUMBER

plumbing repairs, fence repair + installation, concrete work,
PRODUCTS/SERVICES USED

SPECIFICATIONS

Compliance with or variation from the specifications must be noted on the specification sheet. All variations from the specifications must be noted on the bid form.

These specifications cover the anticipated labor/equipment to take care of miscellaneous repair requirements in all City facilities, including but not limited to park buildings, concession buildings, restrooms, etc.

Check (✓) indicates minimum compliance:

LABOR REQUIREMENTS:

1. Labor will be required to handle miscellaneous Concrete repair work for an estimated 10 yards .
- 1.a. Ability to troubleshoot/repair/maintain 2" up to 12" water main systems including valves, and fire hydrants.
2. Successful vendor will have a minimum of one (1) licensed Class A, and at least one (1) Helper on permanent staff.
3. Scope of each job will dictate the appropriate staffing level required for service.
4. Emergency response time shall be no longer than thirty (30) minutes during normal working hours of 7:00 A.M. to 5:00 P.M.
5. After hours Emergency response time shall be no longer than three (3) hours.
6. Time shall begin once crew arrives at work site.
7. No minimum charge on labor or equipment.
8. All work shall comply with TCEQ and all codes adopted by the City of Kingsville.
9. Plans &/or drawings are to be submitted to the Facilities Services Department, by contractor, on any & all new construction, renovation or repairs and are subject to Facility Services Department approval prior to start of work.
10. Any & all work completed by contractor shall be reviewed and deemed acceptable by a member of the Facilities Services Department prior to payment. If work meets Code and all codes adopted by the City of Kingsville but is not acceptable to Facilities Services Department, changes will be made at Vendor's expense.

EQUIPMENT REQUIREMENTS:

1. Vendor shall own or have immediate access to a minimum of a backhoe or mini excavator for repair work.
2. Vendor shall supply concrete finishing equipment.

24-12 MISCELLANEOUS SERVICES PROPOSAL SCHEDULE

Variations from the aforementioned Specifications may be acceptable provided such differences are noted on the bid and are deemed to be advantageous to the City. Any substitutions from brand names mentioned must be proved to be equal and may be considered for award by the Purchasing Manager and requesting department if so proven.

Invoices must be detailed – charges must be itemized and quantity of hours per person must be detailed

1.	Labor Charge for licensed Class B Groundwater and C Distribution	<u>45.00</u> /Hr.
2.	Overtime Charge for Class B Groundwater and C Distribution	<u>67.00</u> /Hr.
3.	Weekend Charge for Class B Groundwater and C Distribution	<u>45.00</u> /Hr.
4.	Holiday Charge for Class B Groundwater and C Distribution	<u>45.00</u> /Hr.
5.	Labor Charge for Tech	<u>24.00</u> /Hr.
6.	Overtime Charge for Tech	<u>36.00</u> /Hr.
7.	Weekend Charge for Tech	<u>34.00</u> /Hr.
8.	Holiday Charge for Tech	<u>34.00</u> /Hr.
9.	Labor Charge for Helper	<u>15.00</u> /Hr.
10.	Overtime Charge for Helper	<u>22.50</u> /Hr.
11.	Weekend Charge for Helper	<u>22.50</u> /Hr.
12.	Holiday Charge for Helper	<u>22.50</u> /Hr.
13.	Equipment Charge for Backhoe	<u>115.00</u> /Hr.
14.	Equipment Charge for Mini Excavator	<u>95.00</u> /Hr.
15.	Proposed Parts Discount	Less _____ %
	Wholesale _____ Retail _____	

16. Please list phone number for after hours, holiday and weekend.
 Emergency Number # 361-228-2045 # _____

17. All other charges not listed (itemize)

a.	_____	\$ _____
b.	_____	\$ _____
c.	_____	\$ _____
d.	_____	\$ _____
e.	_____	\$ _____

Please describe any background checks that have already been performed on your employees:
Concealed Handgun License (CHL)
NAS-Kingsville MWR

INSURANCE REQUIREMENT AFFIDAVIT

TO BE COMPLETED BY APPROPRIATE INSURANCE AGENT.

I, the undersigned agent, certify that the insurance requirements contained in this bid document have been reviewed by me with the vendor identified below. If the vendor identified below is awarded this contract by the City of Kingsville, I will be able, within ten (10) working days after being notified of such award, to furnish a valid insurance certificate to the CITY meeting all of the requirements contained in this bid.

Agent Signature

Printed Name

Name of Insurance Carrier

Address of Agency

City

State

Zip

Phone #

Fax #

Email Address

Vendor / Contractor Name

Acknowledgement

Subscribed and Sworn before me by the above named _____

On this _____ day of _____, 2024.

(seal)

Notary Public in and for the State of _____

NOTICE TO THE AGENT

If this time requirement is not met, the City has the right to declare this vendor non-responsible and award the contract to the next lowest/responsible bidders meeting the specifications. If you have any questions concerning these requirements, please contact Charlie Sosa, City of Kingsville Purchasing Manager at 361-595-8025.

CONFLICT OF INTEREST QUESTIONNAIRE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code went into effect which requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ (Conflict of Interest Questionnaire), the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the City Secretary of the City of Kingsville not less than the 7th business day after the person becomes aware of facts that require the statement to be filed.

A recent amendment to this state law that went into effect on September 1, 2007 now allows for two changes to the original statute:

1. The Conflict of Interest Questionnaire only needs to be filled out and returned with your bid if you or your company are aware of a conflict, and,
2. If the amount of the conflict exceeds \$2,500

It is the responsibility of every vendor filling out and returning this bid to determine if there is a conflict meeting the parameters listed above. If so, **the City of Kingsville requires that this Questionnaire be completed and turned in with your bid.** If there is no conflict, or if the amount of the conflict is less than \$2,500, then you are not required to submit the Questionnaire with your bid. However, upon award, if a conflict arises then a Questionnaire Form must be completed and timely submitted to the City Secretary.

See Section 176.006, Local Government Code which reads "A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor."

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name each employee or contractor of the local government entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.

4 Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

Page 2

For vendor or other person doing business with local governmental entity

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government Officer named in this section AND the taxable income is not from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves As an officer or director, or holds an ownership of 10 percent or more?

Yes

No

D. Describe each affiliation or business relationship.

6

Signature of person doing business with the governmental entity

Date

CERTIFICATE OF INTERESTED PARTIES

A new law in the state of Texas went into effect on January 1, 2016, which requires your firm to submit a Form 1295 (Certificate of Interested Parties attached) through the Texas Ethics Commission's website, and a notarized original form as printed from the website to the City after award by the City Commission and prior to approval of the contract. More information can be found at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

This form must be notarized according to state law, and submitted with your bid response.

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

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 goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO interested Party.

6 **AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day
 of _____, 20 _____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

RESPONDENT QUESTIONNAIRE

Name of Business:	DIA Utilities
Physical Address of Headquarters (HQ):	1119 S. 1st St. Kingsville TX
Physical Address of Serving Branch: (if different address from HQ)	

1. On a separate sheet of paper describe training and development provided to staff.

2. **EQUIPMENT LIST:** Attach a separate sheet of paper that describes the type of vehicles and equipment that will be used to support this contract.

3. Number of full time employees that are eligible to work on City of Kingsville projects:

Number of Employees:	2
----------------------	---

4. How many years has your company been in the HVAC Business?

Number of years in the Contracting business:	5 yrs.
--	--------

5. **EXPERIENCE:** On a separate sheet of paper describe relevant company and individual experience for the personnel who will be actively engaged in the performance of this contract.

- **Company work experience:** Describe recent company work experience (2 years or less) for at least 2 contracts for Contract Services.
- **Individual Work Experience-** Include the resume of the owner and lead personnel as well as supporting documentation as applicable; such as certifications, licenses and years of experience.

RESPONDENT QUESTIONNAIRE

1. Staff training is done on the job. Owner/operator has over 25 years of experience and employee has over 5 years of on-the-job training.
2. Equipment List: backhoe, mini excavator, trencher, dump trailer, skid steer, 3 pickup trucks, various pumps.
5. Owner/operator has over 25 years of experience. 21 of those years were spent working for the City of Kingsville. 1st as a utility worker, then as an operator, foreman and finally supervisor of the Water Construction Department. Through his years of experience with the City, he gained extensive knowledge of the City's water system, utility repairs, concrete work, fencing, and various other areas. He has also attained his Class B Groundwater license, Class C Water Distribution license and an OSSF Class I license (all obtained through TCEQ).

DIA Utilities has been under contract with Ricardo Water Supply company for several water line extension projects as well as with Nueces Water Supply Company for water line taps.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/24/2020

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 Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME: PHONE (A/C No. Ext): (855) 222-5919 FAX (A/C No):	
	E-MAIL ADDRESS: support@next-insurance.com	
INSURED Marco Jimenez DIA Utilities 1115 S 1st St Kingsville, TX 78363	INSURER(S) AFFORDING COVERAGE NAIC #	
	INSURER A: Next Insurance US Company 16285	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

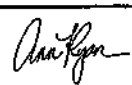
COVERAGES **CERTIFICATE NUMBER:** 1146526 **REVISION NUMBER:**

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	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NXT5JP8K5R-00-GL	01/03/2020	01/03/2021	EACH OCCURRENCE	\$1,000,000.00
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000.00
							MED EXP (Any one person)	\$15,000.00
							PERSONAL & ADV INJURY	\$1,000,000.00
							GENERAL AGGREGATE	\$2,000,000.00
							PRODUCTS - COM/POP AGG	\$2,000,000.00
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Contractors Errors and Omissions	X		NXT5JP8K5R-00-GL	01/03/2020	01/03/2021	Each Occurrence:	\$25,000.00
							Aggregate:	\$50,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of insurance

CERTIFICATE HOLDER Marco Jimenez DIA Utilities 1115 S 1st St Kingsville, TX 78363	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 

Marco A. Jimenez

P.O. Box 5307 Kingsville, TX 78364 (361) 228-2045 DIAUtilities@gmail.com

Profile

I am a motivated, hardworking individual who worked for the City of Kingsville Water Department for 21 years. I moved up from the starting position of Laborer to the top position of Supervisor. I have started my own business that has allowed me to expand on my knowledge and understanding of the water and wastewater fields. My company has done very well over the last 5 years and we now work with several municipalities.

Skills Summary

Project Management	Operating Heavy Equipment	Inventory
Report Preparation	Customer Service	Water Sampling
Payroll	Utilities Operations	Mechanical
Interpreting construction drawings & blueprints	Computer literate	Welding
	Concrete work	Fencing

Professional Experience

COMMUNICATION/SUPERVISION/REPORTS

- Compose periodic reports and memos for Director, keeping him informed of projects and work status.
- Prepare department's annual budget and monthly inventory reports.
- Design and deliver safety training and techniques to avoid injury.
- Conduct evaluations that serve to inform employees of areas needing improvement and motivate them to progress.
- Supervise 3 crews made up of 4 members each.
- Work closely with department staff to resolve concerns and complaints.

CUSTOMER SERVICE/PROBLEM SOLVING

- Serve as liaison between customers and Director, resolving problems in a timely fashion resulting in content customers and building a strong, positive image of the department.
- Develop and implement planning strategies to distribute workload according to each crew's strengths and weaknesses thus increasing the effectiveness of the department.
- Meet with Engineers, Contractors, and other individuals to discuss blueprints for new construction sites and work as a team to solve any potential problems.

UTILITIES/EQUIPMENT

Firsthand knowledge in the following utilities areas:

- Maintenance/repair of water distribution & wastewater lines, meters, hydrants and valves.
- Reading and interpreting maps, schematics, blueprints and SCADA data.
- Taking state mandated water samples of the water distribution system.
- Wastewater treatment operations

Experience in operating the following heavy equipment:

- Backhoe
- Dump truck
- Loader
- Excavator
- Trencher

Employment History

DIA UTILITIES – Kingsville, Texas

Owner 2018-Current

CITY OF KINGSVILLE – Kingsville, Texas

Water Department Supervisor 2012-Current

Water Department Foreman, 2007-2012

Water Department Equipment Operator III, 2002-2007

Water Department Equipment Operator II, 1999-2002

Water Department Utility Worker, 1997-1999

Marco A. Jimenez

Licenses

Ground Water Treatment Operator B License
Water Distribution Operator C License
OSSF Installer I License

Training Courses

Principals of Testing Backflow Prevention Assemblies
Customer Service Inspections Course
Water Utility Safety Course
Ground Water Production Course
Water Laboratory Course
Water Distribution Course
Pump & Motor Operation and Maintenance Course
Basic Water Course
Disaster Management for Water & Wastewater Utilities Course
Excavation and Trenching Safety Course
3 hour Safety Issues Course
TCEQ Monthly Meeting Training

AGENDA ITEM #26

**City of Kingsville
Purchasing Department**

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: Charlie Sosa, Purchasing Manager
DATE: May 6, 2024
SUBJECT: Budget Amendment for Facilities

Summary:

This item authorizes the approval of a Budget Amendment in the amount of \$13,700.00 to cover fiscal year balance of Facilities Line Items.

Background:

Facilities is requesting a budget amendment to finish the fiscal year in GL account number 1805-51100 Building Maintenance, 1805-59100 Grounds and Permanent Fixtures, and 1805-2100 Supplies.

Financial Impact:

Staff is requesting that an additional \$13,700.00 be transferred from fund 1030 City Special to 1805 Facilities, Fund #51100 in the amount of \$10,000.00, Fund #59100 in amount of \$1,000.00 and Fund 2100 in the amount of \$2,700.00 for a total amount of \$13,700.00.

Recommendation:

It is recommended the City Commission approve the Budget Amendment for Facilities, as per staff recommendation.



ORDINANCE NO. 2024-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2023-2024 BUDGET TO APPROPRIATE ADDITIONAL FUNDING FOR VARIOUS LINE ITEMS FOR THE FACILITIES DIVISION.

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 2023-2024 budget be amended as follows:

**CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#33**

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 – General Fund					
Expenditures – 5					
1030	City Special	Budget Amend Reserve	86000		\$13,700
1805	Facilities	Bldg Maint-City Hall	51103	\$10,000	
1805	Facilities	Grounds & Perm Fixtures	59100	\$1,000	
1805	Facilities	Supplies	21100	\$2,700	

[To amend the City of Kingsville FY 23-24 budget to appropriate additional funding for various line items in the Facilities Division. Funding will come from the General Fund Budget Amendment Reserve line item.]

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 13th day of May 2024.

PASSED AND APPROVED on this the 28th day of May 2024.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #27

**City of Kingsville
Purchasing Department**

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: Charlie Sosa Purchasing Manager
DATE: May 7, 2024
SUBJECT: Budget Amendment for Commission Dais

Summary:

This item authorizes the approval of a Budget Amendment in the amount of \$8,739.00 to purchase a replacement commission dais.

Background:

The City staff is requesting a budget amendment to purchase a half round commission dais to replace the existing dais. The new dais will be curved to allow commissioners to view one another while sitting during commission meetings. It also has improved built-in features. The funds will transfer from 001-5-1030-86000 Budget Amendment Reserve to 001-5-1000-71200 Machinery and Equipment.

Financial Impact:

Staff is requesting a budget amendment in the amount of \$8,739.00 be transferred from Fund 1-5-1030-86000 City Special Budget Amendment Reserve.

Recommendation:

It is recommended the City Commission approve the Budget Amendment for the replacement of a new commission dais, in the amount of \$8,739.00 as per staff recommendation.



ORDINANCE NO. 2024-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2023-2024 BUDGET TO APPROPRIATE FUNDING FOR NEW CITY COMMISSION DAIS.

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 2023-2024 budget be amended as follows:

**CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#36**

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 – General Fund					
Expenditures – 5					
1030	City Special	Budget Amend Reserve	86000		\$8,739
1000	Commission	Machinery/Equipment	71200	\$8,739	

[To amend the City of Kingsville FY 23-24 budget to appropriate funding for a new City Commission dais (board/table). Funding will come from the General Fund Budget Amendment Reserve line item.]

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 13th day of May 2024.

PASSED AND APPROVED on this the 28th day of May 2024.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #28

**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: May 13, 2024
SUBJECT: Consider Amending City Ordinance to Align with Texas Water Development Board (TWDB) Model Subdivision Rules (MSR)

Purpose:

The purpose is to amend the City of Kingsville's Code of Ordinances to align with Model Subdivision Rules found in the Texas Water Development Board's rules at Texas Administrative Code Chapter 364, specifically 364.80 – 362.91. The deadline to submit the Economical Distressed Area Program (EDAP) is May 15, 2024.

Summary:

The Engineering Department will be submitting a grant application to the TWDB for the Economical Distressed Areas Program (EDAP). The area of interest is in the northwest part of the City Limits. There are approximately 21 residential properties that would qualify for first time connection to wastewater services. In addition, a total of 80 residential properties could benefit from the new proposed wastewater lines and manholes.

Background:

EDAP provides financial assistance in the form of grants and loans for water and wastewater projects in economically distressed areas where service is unavailable or inadequate to meet state standards. Program funding is dependent upon legislative appropriations. Appropriations sufficient to provide up to an estimated \$100 million in financial assistance was received for the 2024–2025 biennium.

Eligible Projects

- Planning, land acquisition, design, and construction for
 - first-time water and wastewater service,
 - water supply and/or treatment system improvements,
 - wastewater collection system and/or treatment works improvements.
- EDAP funds are only eligible for residential water and/or wastewater service

Benefits and Terms



**City of Kingsville
Engineering Dept.**

- Projects with documented public health nuisance determination from the TWDB or Texas Department of State Health Services are eligible for grants up to 70%; projects without a public health nuisance determination are eligible for grants up to 50%
- Portion not paid for by a grant must be provided as an EDAP loan
- Loans with long-term fixed interest rates based on the TWDB's cost of funds

Program Requirements

- Prioritization, detailed program requirements, and application process are established in an Intended Use Plan
- Water supply projects must be consistent with the current state water plan
- Service area median household income can be no greater than 75% of statewide median household income
- Clear documentation of system inadequacies
- Residential subdivision served by the project must have been established prior to June 1, 2005
- County and/or city has adopted and is enforcing Model Subdivision Rules
- Application and maintenance of authorized agent designation for regulating onsite waste disposal facilities
- Application or possession of Certificate of Convenience and Necessity (if required by Chapter 13 of the Water Code)
- Adoption of a water conservation and drought contingency plan (for entities receiving assistance greater than \$500,000)
- U.S. Iron and Steel requirements § Review of legislative requirements regarding water loss threshold limits

Financial Impact:

No Financial Impact for applying to the TWDB.

Recommendation:

Staff recommendations amending the City's Ordinance to align with the Model Subdivision Rules.

Attachments:

Ordinance _____
Exhibit map



ORDINANCE NO.2024- _____

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES CHAPTER XV, LAND USE, ARTICLE 3, SUBDIVISIONS, SECTIONS 15-3-1, 19, & 45; TO ADD CLARIFYING REGULATION REFERENCES TO THE MODEL SUBDIVISION RULES; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, the City desires to update its Code of Ordinances in Sections 15-3-1, 19 & 45 to clarify that property development within the City and the City's extraterritorial jurisdiction needs to comply with city ordinances, 31 TAC Chapter 364 (the Model Subdivision Rules), and pertinent state statutes, and any amendments to those documents;

WHEREAS, the City Code of Ordinances states this broadly in different sections and this amendment provides more specificity to staff and the public;

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

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

I.

THAT Sections 15-3-1, 19, & 45 of Article 3: Subdivisions of Chapter XV, Land Usage, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

...

Sec. 15-3-1. - SUBDIVISION OF LAND IN CITY'S JURISDICTION; APPROVAL AND PLAT REQUIREMENTS.

(A) Before any plan, plat or replat of a lot, subdivision or addition of land inside the city or within its extra-territorial jurisdiction thereof shall be recorded with the County Clerk, it shall first be approved by the Planning and Zoning Commission of the city, as well as the City Commission, in conformity with Tex. Loc. Gov't Code, §§ 212.001 et seq., and the provisions of this article. Hereafter, every owner of any tract of land situated within the corporate limits or within the extra-territorial jurisdiction of the corporate limits of the city who may hereafter divide the same into two or more parts for the purpose of laying out any subdivision of any tract of land, or for laying out suburban lots or building lots, or any lots and streets, alleys or parks or other portions intended for public use, or the use of purchasers or owners of lots fronting thereon or adjacent thereto, shall cause a plat to be made thereof which shall accurately describe all of the subdivision or addition by metes and bounds and locate the

same with respect to an original corner of the original survey of which it is a part, giving the dimensions thereof of the subdivision or addition, and dimensions of all streets, alleys, squares, parks or other portions of same intended to be dedicated to public use, or for the use of purchasers or owners of lots fronting thereon or adjacent thereto.

(B) *Exceptions by reference.* See definition of "subdivision" in § 15-3-2 and "platted lots" in § 15-3-19(A).

(C) Any plan, plat or replat of a lot, subdivision or addition of land inside the city or within its extra-territorial jurisdiction thereof shall comply with city ordinances, 31 TAC Chapter 364, and pertinent state statutes, and any amendments to said regulations.

(1962 Code, § 12-1-1; Ord. 95018, passed 8-28-95)

...

SEC. 15-3-19 FINAL PLAT; DECISION OF COMMISSION.

The final plat, for both major and minor plats, and accompanying data shall conform to the preliminary plat as approved or conditionally approved by the Planning and Zoning Commission or the Director of Planning and Development Services in the case of a minor plat. The plat must incorporate any and all changes, modifications, alterations, corrections and conditions required by the Planning Commission or the Director. A final plat for review will not be accepted until subdivision construction plans are approved and either a fiscal surety is filed or the infrastructure improvements are constructed. Additionally, the owner of a tract of land located in the city who divides the tract in any manner that creates two or more lots of five acre or less intended for residential purposes must have a plat of the subdivision prepared. Lots of five acres or less are presumed to be for residential purposes unless the land is restricted to nonresidential uses on the final plat and on all deeds and contracts for deed. No more than one single family detached dwelling shall be located on each lot in R1 zoning; and this restriction shall be placed in all deeds and contracts for deed for real estate sold within the subdivision. See 31 Tex. Admin. Code Ch. 364.

(A) *The original and ten copies of the final plat.* This plat shall be drawn on mylar, a minimum scale of one inch to 100 feet or larger in ink with all figures and letters legible, and the whole proper for filing for record in the office of the Kleberg County Clerk with the following information given:

(1) The title or name by which the subdivision is to be identified, north point, the scale of the map and the name of the state-registered professional engineer and/or state-licensed or registered land surveyor responsible.

(2) A definite legal description and identification of the tract being subdivided. This description shall be sufficient for the requirements of title examination. The

plat shall be a descriptive diagram drawn to scale. The plat shall show by reference that the subdivision is a particular portion or part of the previously filed plat; recognized grant or partition.

(3) The boundaries of the subdivided property, the location or designation of all streets, alleys, parks and other areas intended to be dedicated or deeded to the public use, with proper dimensions. The boundaries of the subdivisions shall be indicated by a heavy line and shall be tied by dimensions to the parent subdivision.

(4) The location of all adjacent streets and alleys, with their names, and the names of adjoining subdivisions with exact location and designation by number of lots and blocks.

(5) All lot, block and street boundary lines, with blocks and lots numbered or lettered consecutively. Building lines and easements shall be shown and shall be defined by dimension. The actual width of all streets shall be shown, measured at right angles or radially, where curved. All principal lines shall have the bearing and any deviations from the norm shall be indicated.

(6) Accurate dimensions, both linear and angular, of all items on the plat; the boundary survey on the site shall close within one in 10,000. Linear dimensions shall be expressed in feet and decimals of a foot; angular dimensions may be shown by bearings. Curved boundaries shall be fully described and all essential information given (radius, delta, arc), circular curves shall be defined by actual length of radius and not by degree of curve. Complete dimensional data shall be given on fractional lots.

(7) The location and description of all lot, block and subdivision corners.

(a) Lot corners shall be three-fourths inch iron pipe or five-eighths iron rod 24 inches to 30 inches long with the top set flush with the ground.

(b) Block corners shall be three-fourths inch iron pipe or five-eighths inch iron rod 24 inches to 30 inches long. They shall be double pinned with the top rod being set flush with ground and shall include the beginning and end of all curves within each block.

(c) Subdivision corners will be marked by a concrete monument that meets or exceeds the following standard. A five-eighths inch iron rod shall be set in a concrete block measuring six inches in diameter and 24 inches long.

(8) The flood hazard areas shall be delineated on the final plat, and reserved by deed restrictions as areas not suitable for development.

(9) A certificate of ownership in fee of all land embraced in the subdivision, and of the authenticity of the plat and dedication, shall be signed and acknowledged by all owners of any interest in the land. The acknowledgment shall be in the form required in the conveyance of real estate. Approval and acceptance of all lien holders shall be included.

(10) A certificate by the responsible surveyor in charge, duly authenticated, that the plat is true and correct and in accordance with the determination of surveys as staked on the ground.

(11) A disclosure statement that all or a portion of the subdivision falls within the AICUZ; the disclosure statement to be displayed prominently with other required certificates.

(12) In addition to other required certificates, the forms set out in the appendix shall be entered on the plat following the certificates of owner, engineer, and the like, and preceding the certificate of the County Clerk.

(13) The final plat submitted to the Planning and Zoning Commission, as well as the City Commission, and to be filed for record with the County Clerk, shall not show construction features such as curb lines or public utility lines or other structures not involved in the title covenant.

(14) The area of each lot shall be clearly indicated by writing the number of square feet in each lot on the final plat.

(B) *Final restrictive covenants.* A copy of the final restrictive covenants to govern the nature of the use of the property in the subdivision shall be submitted if the subdivision is planned for the use of individual septic tanks in lieu of a sanitary sewer system. The Planning and Zoning Commission may, in the public interest, require that these be filed simultaneously with the plat.

(C) *Planning and Zoning Commission to render decision within 30 days.* Upon filing of the final plat along with other required information, the Planning and Zoning Commission, as well as the City Commission, shall both render a decision thereon within 30 days after their respective regular meetings. The decision may consist of approval, disapproval or conditional approval. Reasons for disapproval or conditional approval shall be stated in writing. When a plat is conditionally approved, the subdivider may subsequently refile the final plat meeting the objections or required conditions, and the Planning and Zoning Commission shall, at the next regular meeting thereafter, sign the final plat, provided it meets the objections or imposed conditions.

(D) *When final plat approved.* Upon approval of the final plat, the plat being otherwise fully endorsed and all provisions of the Subdivision Ordinance complied with shall be filed by the city with the County Clerk of Kleberg County, Texas.

(E) *Assurance for completion and warranty of improvements.*

(1) *Completion of improvements.*

(a) Except for a single or two-family residential subdivision which may exercise the option provided in section 15-3-19(F) as provided below, all applicants shall be required to complete, to the satisfaction of the Director of Public Works all street, sanitary and other public improvements, as well as lot improvements on the individual residential lots of the subdivision or addition as required in Article III of these regulations prior to approval of the final plat for the subdivision. The required improvements shall be those specified in the approved infrastructure improvement plan(s) and said improvements shall be initiated within two years.

(b) As a condition of preliminary plat approval, the City Commission may require the applicant to deposit in escrow a deed describing by metes and bounds and conveying to the city all street rights-of-way, easements and public

land required by these regulations, pending acceptance of improvements by the city and recordation of the final plat. In the event the applicant is unable to complete the required improvements, and such improvements are deemed necessary for the preservation of the public health and safety, the city may compel the delivery of the deed in order to complete the improvements as required.

(c) No subdivided land may be sold or conveyed until the subdivider has met the conditions of either Section 15-3-19 (E) or (F).

(F) Improvement agreement and guarantee of completion of public improvements.

(1) *Subdivision improvement agreement.* The City Commission may waive the requirement of Section 15-3-19(E) for the completion of required improvements prior to issuance of building permits and, in lieu thereof, may permit the applicant to enter into a subdivision improvement agreement by which the applicant covenants and agrees to complete all required public improvements no later than five years following the date upon which the final plat is signed. Such five-year period may be extended for up to an additional five years upon its expiration at the discretion of the Director of Public Works. The City Commission may also require the applicant to complete and dedicate some required public improvements prior to approval of the final plat and to enter into a subdivision improvement agreement for completion of the remainder of the required improvements during such five-year period. The applicant shall covenant to warranty the required public improvements for a period of two years following acceptance by the city of all required public improvements and shall provide a warranty that all required public improvements shall be free from defect for a period of two years following such acceptance by the city. The subdivision improvement agreement shall contain such other terms and conditions as are agreed to by the applicant and the city. No subdivided land may be sold or conveyed until the subdivider has met the conditions of either Section 14-3-19 (E) or (F).

(2) *Covenants to run with the land.* The subdivision improvement agreement shall provide that the covenants contained therein shall run with the land and bind all successors, heirs and assignees of the applicant. The subdivision improvement agreement shall be recorded with the county recorder of deeds. All existing lienholders shall be required to subordinate their liens to the covenants contained in the subdivision improvement agreement.

(3) *Completion security.*

(a) Whenever the City Commission permits an applicant to enter into a subdivision improvement agreement, the applicant shall be required to provide sufficient security to ensure completion of the required public improvements. Such security shall be in the form of a surety bond, cash escrow or letter of credit.

(b) The surety bond, cash escrow or letter of credit shall be in an amount estimated by the Director of Public Works as reflecting the cost of the improvements in the approved construction plan and shall be sufficient to cover

all promises and conditions contained in the subdivision improvement agreement.

(c) In addition to all other security, when the city participates in the cost of an improvement, the applicant shall provide a performance surety bond from the contractor, with the city as a co-obligee.

(d) The issuer of any surety bond shall be subject to the approval of the City Attorney.

(4) *Escrow agent.* If security is provided in the form of a cash escrow, the applicant shall deposit same with the Director of Finance and with an escrow agent mutually agreed upon by the Director and the applicant subject to City Commission approval and audit, a cash amount or certified check endorsed to the escrow agent for a face value in an amount not less than the amount specified by the Director of Public Works pursuant to Section 15-3-19(F)(3)(c).

(5) *Accrual.* The surety bond or cash escrow account shall accrue to the city for administering the construction, operation and maintenance of the improvements.

(6) *Warranty Bond/Maintenance Security.*

(a) The applicant shall guarantee the improvements, excluding sidewalks and streetlights, against defects in workman-ship and materials for a period of two years from the date of city acceptance of such improvements. The maintenance security shall be secured by a surety bond, cash escrow or letter of credit in an amount reflecting 50% of the cost of the completed improvements pursuant to Subsection 15-3-19(F)(3)(c).

(b) If the applicant has entered into a subdivision improvement agreement for the completion of required improvements, the surety bond, cash escrow or letter of credit may be retained by the city in lieu of the warranty bond/maintenance security, provided the total amount of the surety bond, cash escrow or letter of credit reflects 50% of the cost of the completed improvements pursuant to Subsection 15-3-19(F)(3)(c).

(c) The applicant shall enter into a maintenance agreement with the city providing the applicant's guarantee of the improvements as required by Section 15-3-19(F)(6)(a). The maintenance agreement shall be accompanied by maintenance security in the form of a surety bond, cash escrow or letter of credit totaling 50% of the costs of all completed improvements pursuant to Subsection 15-3-19(F)(3)(c). The maintenance security shall run with the land and bind all successors, heirs and assignees of the applicant and shall be filed with the City Secretary's office.

(d) The city shall have the right, by ordinance, to waive the warranty bond/maintenance security on those sanitary sewers and street improvements constructed that were inspected and approved by the Director of Public Works and have been in use for two or more years.

(G) *Approval to be valid for 12 months.* Approval of a final plat shall be valid for a period of 12 months; provided, however, that this period may be extended by the Planning and Zoning Commission upon written request by the subdivider.

...

Sec. 15-3-45. - SUBMISSION OF PLANS AND SPECIFICATIONS; APPROVAL OR DISAPPROVAL PROCEDURE.

(A) *Plans and specifications.* When a preliminary plat of a subdivision has been approved by the Planning and Zoning Commission, the developer may submit plans and specifications to the City Engineer. The City Engineer shall, within 30 days of submission of the plans and specifications, approve same if they conform to the requirements of this article, or disapprove same giving his reasons therefore, in writing, to the subdivider. Thereafter, when the subdivider has met the objections, if any, the City Engineer shall sign the plans and specifications and forthwith deliver same to the subdivider, his agent or his engineer, any plans and specifications submitted in connection with a preliminary plat, which may be conditionally approved, as provided in § 15-3-16(F), subject to the final determination of the conditions of such approval.

(B) *Five sets of plans to be submitted.* Before beginning any construction of the improvements outlined in this section on proposed roadways or public utilities pertaining to any subdivision coming under the provisions of this article, five complete sets of plans and specifications of such construction, in the form of plats, sketches or other satisfactory written descriptions, shall be filed with the City Engineer. These shall show such features as roadways, cross sections and longitudinal slope for drainage, full description of proposed pavement or street improvements, its grade and slope, dimensions and specifications concerning public utilities to be installed showing proposed position on the ground, specifications of materials and construction, and profile maps of all sanitary and storm sewers showing both ground surface and flow line, and any other pertinent information of similar nature.

(C) All areas disturbed during construction shall be revegetated to a minimum of 75% coverage. All construction debris shall be removed from the subdivision prior to final acceptance.

(D) No subdivided land shall be sold or conveyed until the subdivider: (1) has received approval of a final plat of the tract; and (2) has filed and recorded with the county clerk of the county in which the tract is located a legally approved plat. A division of a tract is defined as including a metes and bounds description, or any description of less than a whole parcel, in a deed of conveyance or in a contract for a deed, using a contract of sale or other executory contract, lease/purchase agreement, or using any other method to convey property.

(1962 Code, § 12-4-1; Ord. 95018, passed 8-28-95; Ord. 98025, passed 11-9-98)

...

II.

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

III.

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

IV.

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

INTRODUCED on this the 13th day of May, 2024.

PASSED AND APPROVED on this the 28th day of May, 2024.

Effective Date: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #29

**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: May 13, 2024
SUBJECT: Consider Accepting Utility Easement from King Carlos Retail Partners, LTD.
(7/11 convenience store) to the City of Kingsville

Purpose:

Accepting the proposed 20-foot wide by 654.67-foot long utility easement along the east side of the 7/11 convenience store property. This easement will be used for future utility and aid in the growth of the city on the east side. Currently there is minimal growth on the east side because of the absence of water and wastewater.

Summary:

The utility easement will be a separate instrument document because the developer was not required to plat his property.

Background:

The City of Kingsville has a potential for growth on the east side of US77, now Interstate 69 East. The property is located on the southeast corner of the US77/I69E access road and Senator Carlos Truan Blvd. south of McCoy's. The owner of the property plans to develop a convenience store on the property and has agreed to provide the City with this utility easement.

Financial Impact:

No financial impact.

Recommendation:

Staff recommendations accepting the 20-foot Utility Easement from King Carlos Retail Partners, LTD for future development on the east side of the city.

Attachments:

Utility Easement
Legal Description of Property/ Easement



**City of Kingsville
Engineering Dept.**

**Exhibit A-1
Resolution**



RESOLUTION # 2024-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN UTILITY EASEMENT FROM KING CARLOS RETAIL PARTNERS, LTD TO PLACE, CONSTRUCT, OPERATE, REPAIR, MAINTAIN, INSPECT, AND REPLACE UNDERGROUND UTILITY LINES AND SYSTEMS; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, King Carlos Retail Partners, LTD ("KCRP") is developing the southeast corner of east Sen. Carlos Truan Blvd. at the northbound US77 Bypass Access Road where a new convenience store is going to be built within the city limits; and

WHEREAS, the east side of US77/169 East has very little utility infrastructure and would be ripe for development if utilities existed in the area; and

WHEREAS, City staff has worked with representatives from KCRP to prepare an Utility Easement so that KCRP provides an utility easement to the City for future development of the area; and

WHEREAS, the KCRP is agreeable to granting the City a 0.225-acre tract utility easement to place, construct, operate, repair, maintain, inspect, and replace underground utility lines and systems and all necessary or desirable structures and appurtenances; and

WHEREAS, the granting of the easement will improve the health, safety, and quality of life of the residents of the City and benefit both parties.

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

I.

THAT the City Manager is authorized and directed as an act of the City of Kingsville, Texas to execute the Utility Easement with King Carlos Retail Partners, LTD to place, construct, operate, repair, maintain, inspect, and replace underground utility lines and systems and all necessary or desirable structures and appurtenances 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
13th day of May, 2024.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

UTILITY EASEMENT

STATE OF TEXAS)
)
COUNTY OF KLEBERG)

DATE: _____ , 2024

GRANTOR: KING CARLOS RETAIL PARTNERS, LTD, a Texas limited partnership

GRANTOR'S ADDRESS: 1207 Antoine Dr.
 Houston, TX 77055

GRANTEE: CITY OF KINGSVILLE, TEXAS,
 a local municipality

GRANTEE'S ADDRESS: _____

EASEMENT PROPERTY: 0.225-acre portion of that certain tract of real property in Kleberg County, Texas, more particularly described on **Exhibit A** attached hereto and depicted on **Exhibit A-1** attached hereto.

Grantor for good and valuable consideration, the receipt and sufficiency of which is acknowledged, does hereby grant, sell, and convey to Grantee an easement over, under, along and across the Easement Property (the "**Easement**") to place, construct, operate, repair, maintain, inspect, and replace underground utility lines and systems, and all necessary or desirable structures and appurtenances (the "**Facilities**").

Grantee shall have all reasonably necessary rights of ingress and egress to and from the Easement for purposes of installing, inspecting, maintaining, repairing, removing, and replacing the Facilities, provided, that Grantee shall exercise the rights granted herein so as to minimize any interference with Grantor's use of the surface of the Easement.

With respect to the Easement, Grantor, its successors, and assigns, may, at Grantor's cost and expense, construct, maintain, repair, replace, remove, and use the surface of the Easement as a paved parking area, private street, landscaped area, or drainage channel, none of which shall be constructed or maintained in a manner which interferes with Grantee's use of the Easement.

This conveyance of this Easement is made subject to all matters of record, or which an accurate survey may show, affecting all or any part of the Easement, to the extent that the same are currently validly existing.

The Easement shall be for a term commencing with the date hereof and continue perpetually.

The terms and provisions of this Easement shall be binding upon, and insure to the benefit of, Grantor and Grantee and their respective successors and assigns.

TO HAVE AND HOLD the same unto Grantee and to its successors and assigns, together with the right and privilege at any reasonable time or times to enter upon and cross the Property for the purposes hereinabove stated.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has executed the foregoing instrument as the date first above written.

KING CARLOS RETAIL PARTNERS, LTD.,
a Texas limited partnership

By: King Carlos Retail GP, LLC, a Texas
limited liability company, its general
partner

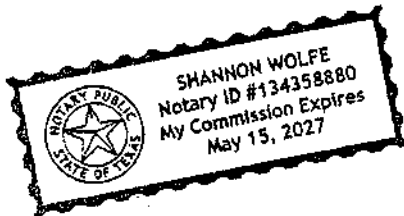
By: Sharon A. Haydon
Sharon A. Haydon, President

STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 15th day of May, 2024, by Sharon A. Haydon, President of King Carlos Retail GP, LLC, a Texas limited liability company, as general partner of **KING CARLOS RETAIL PARTNERS, LTD.**, a Texas limited partnership.



Shannon Wolfe
Notary Public
My Commission Expires: May 15, 2027

APPROVED AND ACCEPTED BY:

CITY OF KINGSVILLE, TEXAS

By: _____
_____, City Manager

STATE OF TEXAS §
 §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, City Manager of the City of Kingsville, Texas, on behalf of such municipality.

Notary Public
My Commission Expires: _____

AFTER RECORDING, RETURN TO:

King Carlos Retail Partners, Ltd.
c/o Lasco Endeavors, LLC
1207 Antoine Dr.
Houston, TX 77055

ELECTRIC UTILITY EASEMENT
FM 802 AND SAN MARCELLO
4140867v.2 124884/00116

3

N3 DEVELOPMENT, LTD.
BROWNSVILLE, TEXAS

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY/EASEMENT

0.225 acres out of
Lot 8
Section 17
The Kleberg Town Improvement Co.
City of Kingsville

THE STATE OF TEXAS
COUNTY OF KLEBERG

METES AND BOUNDS DESCRIPTION OF A SURVEY OF

0.225 acres out of Lot 8, Section 17, The Kleberg Town Improvement Co., City of Kingsville, Kleberg County, Texas as shown by plat of record in Volume 3 at page 26, Envelope 87 of the Map and Plat Records of Kleberg County, Texas being a portion of that 7.365-acre tract of land described in deed of record in Document Number 335422 of the Official Public Records of Kleberg County, Texas and being more particularly described by metes and bounds, as surveyed, as follows:

Beginning at an $\frac{3}{4}$ " iron bar found set in the ground in the southwest right-of-way line of F.M. 425 and the southwest boundary line of a 1.686-acre tract of land described in deed of record in Volume 122 at page 456 of the Deed Records of Kleberg County, Texas, the east corner of a 7.365-acre tract of land described in deed of record in Document Number 335422 of the Official Public Records of Kleberg County, Texas and the north corner of a 5.0-acre tract of land described in deed of record in Volume 147 at page 97 of the Official Public Records of Kleberg County, Texas, for the east corner of this tract, whence a $\frac{3}{4}$ " iron bar found set in the ground at the point of intersection of the southeast right-of-way line of F.M. 425 and the west right-of-way line of F.M. 3320, the northeast corner of said 5.0-acre tract, bears S 56°53'42" E a distance of 250.16 feet;

Thence S 24°58'08" W (called S 24°58'08" W) with the southeast boundary line of said 7.365-acre tract and the northwest boundary line of said 5.0-acre tract a distance of 654.68 feet (called 654.68 feet) to a $\frac{3}{4}$ " iron bar found set in the ground, the south corner of said 7.36-acre tract and the east corner of a 5.0-acre tract of land described in deed of record in Document Number 2017-

310932 of the Official Records of Kleberg County, Texas, for the south corner of this tract;

Thence N 56°50'07" W with the southwest boundary line of said 7.365-acre tract and the northeast boundary line of said 5.0-acre tract described in Document Number 2017-310932 a distance of 15.15 feet to point for the west corner of this tract;

Thence N 24°58'08" E crossing said 7.365-acre tract a distance of 654.66 feet to a point in the southwest right-of-way line of F.M. 425, the southwest boundary line of said 1.686-acre tract and the northeast boundary line of said 7.365-acre tract for the north corner of this tract;

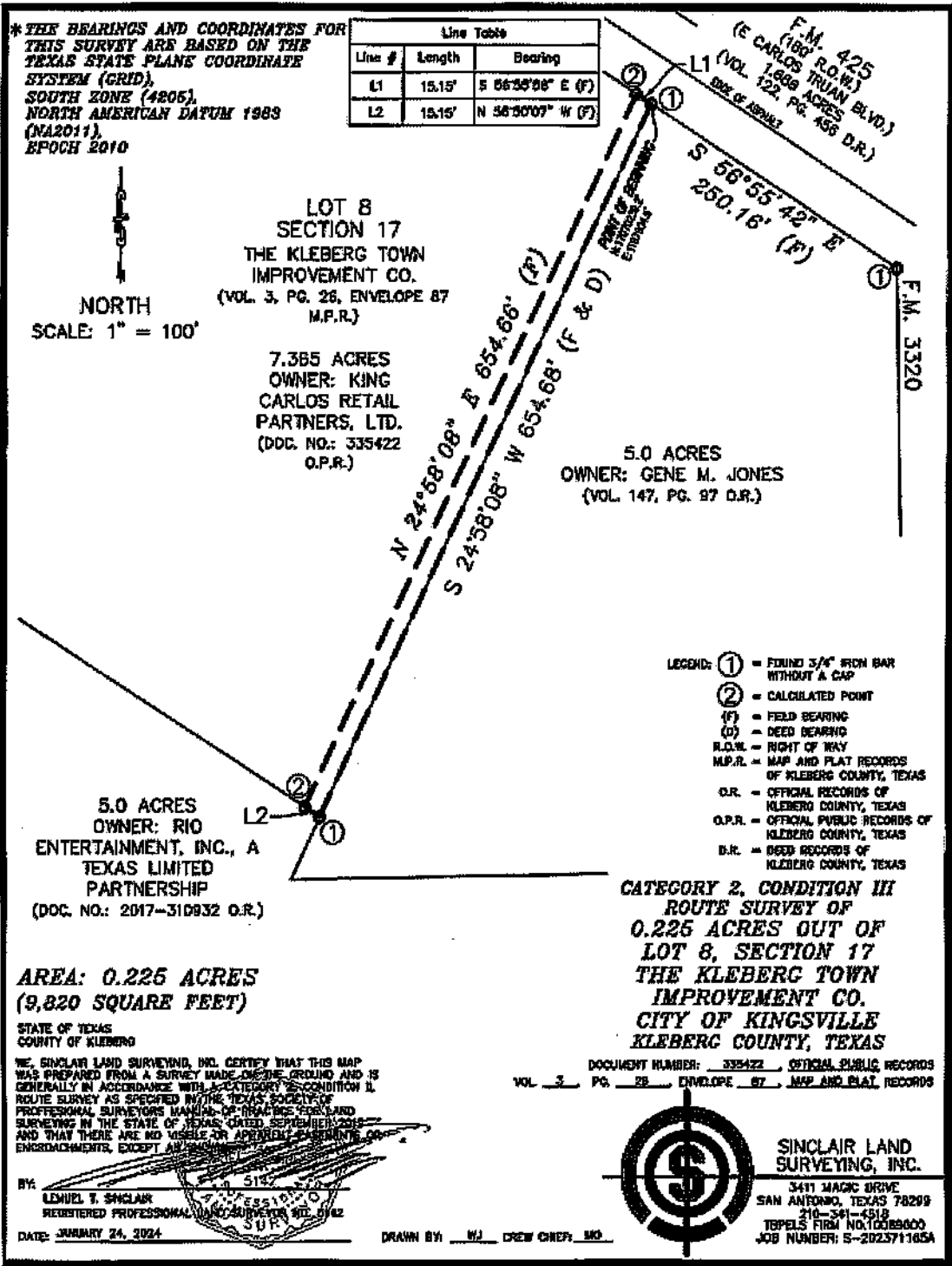
Thence S 56°55'58" E with the southwest right-of-way line of F.M. 425, the southwest boundary line of said 1.686-acre tract and the northeast boundary line of said 7.365-acre tract a distance of 15.15 feet to the point of beginning.

Containing 0.225 (9,820 square feet) acres of land, more or less.

The bearings and coordinates for this survey are based on the Texas State Plane Coordinate System (Grid), Texas South Zone (4205), North American Datum of 1983 (NA2011) epoch 2010.

EXHIBIT A-1

OUTLINE AND LOCATION OF EASEMENT



AGENDA ITEM #30

RESOLUTION #2024-_____

A RESOLUTION AND ORDER CANVASSING THE ELECTION RETURNS AND DECLARING THE RESULTS OF THE CITY OF KINGSVILLE'S GENERAL ELECTION CONDUCTED ON MAY 4, 2024.

WHEREAS, in accordance with the order of this governing body that the City Secretary posted notice of the date and place of this meeting seventy-two hours preceding the date of this meeting.

WHEREAS, the returns of an election held on the 4th day of May, 2024 for the purpose of electing a Mayor and four City Commissioners and it appearing from said returns, duly and legally made, that there were cast at said election 1,412 valid and legal votes.

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

I.

That said election was duly called; that notice of said election was given in accordance with law, and that said election was conducted in accordance with laws of the State of Texas;

II.

That each of the candidates in said election received the following votes.

MAYOR:	TOTAL VOTES:
Dianne Leubert	279
Sam Fugate	819
Ann Marie Torres	305

CITY COMMISSIONER:

Place 1:

Rose Marie Damron	319
Edna Lopez	1,041

Place 2:

Andrew Robert Mendez	488
Norma Nelda Alvarez	868

Place 3:

Marty Ontiveros	140
Krystal (Seidel) Emery	515
Hector M. Hinojosa	714

Place 4:

Leo Alarcon	976
Elizabeth "Liz" Ramos	393

III.

Attached hereto as Exhibit A is the official tabulation stating for each candidate the total number of votes received in each precinct and the sum of the precinct totals.

IV.

THAT Sam Fugate, was elected as **MAYOR** of the City of Kingsville; and Edna Lopez (Place 1), Norma Nelda Alvarez (Place 2), Hector M. Hinojosa (Place 3), and Leo Alarcon (Place 4) were elected as **CITY COMMISSIONERS**; and,

THAT the above-named officials are hereby declared duly elected to said respective offices, subject to the taking of their oaths of office as provided by the laws of the State of Texas and the City Charter of the City of Kingsville, Texas; and

APPROVED this the 13th day of May 2024 by majority vote of the City Commission of the City of Kingsville.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

	TOTAL VOTES	%	ED	EV	MAIL	PROV
PRECINCTS COUNTED (OF 6)	0					
REGISTERED VOTERS - TOTAL	0					
BALLOTS CAST - TOTAL	1,412		530	802	80	0
BALLOTS CAST - BLANK	0		0	0	0	0
Mayor						
(VOTE FOR) 1						
Dianne Leubert	279	19.89	114	157	8	0
Sam Fugate	819	58.37	289	485	45	0
Ann Marie Torres	305	21.74	124	155	26	0
City Commr. P1. 1						
(VOTE FOR) 1						
Rose Marie Damron	319	23.46	96	207	16	0
Edna Lopez	1,041	76.54	413	566	62	0
City Commr. P1. 2						
(VOTE FOR) 1						
Andrew Robert Mendez	488	35.99	177	292	19	0
Norma Nelda Alvarez	868	64.01	327	483	58	0
City Commr. P1. 3						
(VOTE FOR) 1						
Marty Ontiveros	140	10.23	71	62	7	0
Krystal (Seidel) Emery	515	37.62	167	337	11	0
Hector M. Hinojosa	714	52.15	272	381	61	0
City Commr. P1. 4						
(VOTE FOR) 1						
Leo Alarcon	976	71.29	355	567	54	0
Elizabeth "Liz" Ramos	393	28.71	162	207	24	0

0001 PCT 24, 41

	TOTAL VOTES	%	ED	EV	MAIL	PROV
REGISTERED VOTERS - TOTAL	2,136					
BALLOTS CAST - TOTAL	196		81	108	7	0
BALLOTS CAST - BLANK	0		0	0	0	0
VOTER TURNOUT - TOTAL		9.18				
VOTER TURNOUT - BLANK						

Mayor

(VOTE FOR) 1						
Dianne Leubert	44	22.45	17	27	0	0
Sam Fugate	109	55.61	40	62	7	0
Ann Marie Torres	43	21.94	24	19	0	0

City Commr. P1. 1

(VOTE FOR) 1						
Rose Marie Damron	37	19.68	12	23	2	0
Edna Lopez	151	80.32	65	82	4	0

City Commr. P1. 2

(VOTE FOR) 1						
Andrew Robert Mendez	81	42.86	28	50	3	0
Norma Nelda Alvarez	108	57.14	49	56	3	0

City Commr. P1. 3

(VOTE FOR) 1						
Marty Ontiveros	24	12.63	9	14	1	0
Krystal (Seidel) Emery	70	36.84	23	47	0	0
Hector M. Hinojosa	96	50.53	46	44	6	0

City Commr. P1. 4

(VOTE FOR) 1						
Leo Alarcon	119	62.63	46	71	2	0
Elizabeth "Liz" Ramos	71	37.37	33	34	4	0

PREC REPORT-GROUP DETAIL

KLEBERG COUNTY
CITY GENERAL ELECTION
MAY 4, 2024

UNOFFICIAL

RUN DATE:05/04/24 08:19 PM

REPORT-EL30A PAGE 0002-01

0002 PCT 22, 23, 32, 44

	TOTAL VOTES	%	ED	EV	MAIL	PROV
REGISTERED VOTERS - TOTAL	2,390					
BALLOTS CAST - TOTAL	267		74	177	16	0
BALLOTS CAST - BLANK	0		0	0	0	0
VOTER TURNOUT - TOTAL		11.17				
VOTER TURNOUT - BLANK						

Mayor

(VOTE FOR) 1						
Dianne Leubert.	58	21.97	15	42	1	0
Sam Fugate	145	54.92	44	92	9	0
Ann Marie Torres	61	23.11	14	41	6	0

City Commr. Pl. 1

(VOTE FOR) 1						
Rose Marie Damron.	71	27.41	13	56	2	0
Edna Lopez	188	72.59	59	115	14	0

City Commr. Pl. 2

(VOTE FOR) 1						
Andrew Robert Mendez.	77	29.96	17	55	5	0
Norma Neida Alvarez	180	70.04	53	116	11	0

City Commr. Pl. 3

(VOTE FOR) 1						
Marty Ontiveros	18	6.98	5	13	0	0
Krystal (Seidel) Emery	95	36.82	21	70	4	0
Hector M. Hinojosa	145	56.20	45	89	11	0

City Commr. Pl. 4

(VOTE FOR) 1						
Leo Alarcon.	193	74.23	57	122	14	0
Elizabeth "Liz" Ramos	67	25.77	15	50	2	0

0003 PCT 43

	TOTAL VOTES	%	ED	EV	MAIL	PROV
REGISTERED VOTERS - TOTAL	1,458					
BALLOTS CAST - TOTAL.	133		64	57	12	0
BALLOTS CAST - BLANK.	0		0	0	0	0
VOTER TURNOUT - TOTAL		9.12				
VOTER TURNOUT - BLANK						

Mayor

(VOTE FOR) 1						
Dianne Leubert.	21	16.03	8	12	1	0
Sam Fugate	70	53.44	33	32	5	0
Ann Marie Torres	40	30.53	22	12	6	0

City Commr. P1. 1

(VOTE FOR) 1						
Rose Marie Damron.	21	16.15	8	10	3	0
Edna Lopez	109	83.85	55	45	9	0

City Commr. P1. 2

(VOTE FOR) 1						
Andrew Robert Mendez.	48	37.50	24	19	5	0
Norma Nelda Alvarez	80	62.50	35	38	7	0

City Commr. P1. 3

(VOTE FOR) 1						
Marty Ontiveros	22	17.32	17	4	1	0
Krystal (Seidel) Emery	28	22.05	12	14	2	0
Hector M. Hinojosa	77	60.63	31	37	9	0

City Commr. P1. 4

(VOTE FOR) 1						
Leo Alarcon.	98	77.17	47	40	11	0
Elizabeth "Liz" Ramos	29	22.83	15	13	1	0

0004 PCT 42

	TOTAL VOTES	%	ED	EV	MAIL	PROV
REGISTERED VOTERS - TOTAL	1,079					
BALLOTS CAST - TOTAL	85		36	43	6	0
BALLOTS CAST - BLANK	0		0	0	0	0
VOTER TURNOUT - TOTAL		7.88				
VOTER TURNOUT - BLANK						

Mayor

(VOTE FOR) 1						
Dianne Leubert	8	9.41	4	4	0	0
Sam Fugate	56	65.88	25	26	5	0
Ann Marie Torres	21	24.71	7	13	1	0

City Commr. P1. 1

(VOTE FOR) 1						
Rose Marie Damron	14	16.87	4	7	3	0
Edna Lopez	69	83.13	31	35	3	0

City Commr. P1. 2

(VOTE FOR) 1						
Andrew Robert Mendez	27	32.14	11	16	0	0
Norma Nelda Alvarez	57	67.86	24	27	6	0

City Commr. P1. 3

(VOTE FOR) 1						
Marty Ontiveros	5	6.25	1	4	0	0
Krystal (Seidel) Emery	17	21.25	6	11	0	0
Hector M. Hinojosa	58	72.50	27	25	6	0

City Commr. P1. 4

(VOTE FOR) 1						
Leo Alarcon	65	77.38	29	33	3	0
Elizabeth "Liz" Ramos	19	22.62	7	9	3	0

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0005 PCT 11, 13, 14

	TOTAL VOTES	%	ED	EV	MAIL	PROV
REGISTERED VOTERS - TOTAL	2,745					
BALLOTS CAST - TOTAL.	290		128	141	21	0
BALLOTS CAST - BLANK.	0		0	0	0	0
VOTER TURNOUT - TOTAL		10.56				
VOTER TURNOUT - BLANK						

Mayor

(VOTE FOR) 1						
Dianne Leubert.	52	17.99	32	18	2	0
Sam Fugate	164	56.75	58	94	12	0
Ann Marie Torres	73	25.26	38	29	6	0

City Commr. Pl. 1

(VOTE FOR) 1						
Rose Marie Damron.	72	25.26	30	38	4	0
Edna Lopez	213	74.74	97	99	17	0

City Commr. Pl. 2

(VOTE FOR) 1						
Andrew Robert Mendez.	109	38.38	49	58	2	0
Norma Nelda Alvarez	175	61.62	76	81	18	0

City Commr. Pl. 3

(VOTE FOR) 1						
Marty Ontiveros	31	10.84	25	5	1	0
Krystal (Seidel) Emery	100	34.97	38	60	2	0
Hector M. Hinojosa	155	54.20	61	76	18	0

City Commr. Pl. 4

(VOTE FOR) 1						
Leo Alarcon.	193	68.68	71	108	14	0
Elizabeth "Liz" Ramos	88	31.32	52	30	6	0

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0006 PCT 12, 21, 31, 33

	TOTAL VOTES	%	ED	EV	MAIL	PROV
REGISTERED VOTERS - TOTAL	4,217					
BALLOTS CAST - TOTAL	441			147	276	18
BALLOTS CAST - BLANK	0			0	0	0
VOTER TURNOUT - TOTAL		10.46				
VOTER TURNOUT - BLANK						

Mayor

(VOTE FOR) 1						
Dianne Leubert	96	21.92	38	54	4	0
Sam Fugate	275	62.79	89	179	7	0
Ann Marie Torres	67	15.30	19	41	7	0

City Commr. P1. 1

(VOTE FOR) 1						
Rose Marie Damron	104	25.06	29	73	2	0
Edna Lopez	311	74.94	106	190	15	0

City Commr. P1. 2

(VOTE FOR) 1						
Andrew Robert Mendez	146	35.27	48	94	4	0
Norma Nelda Alvarez	268	64.73	90	165	13	0

City Commr. P1. 3

(VOTE FOR) 1						
Marty Ontiveros	40	9.35	14	22	4	0
Krystal (Seidel) Emery	205	47.90	67	135	3	0
Hector M. Hinojosa	183	42.76	62	110	11	0

City Commr. P1. 4

(VOTE FOR) 1						
Leo Alarcon	308	72.13	105	193	10	0
Elizabeth "Liz" Ramos	119	27.87	40	71	8	0

RESOLUCIÓN #2024-_____

UNA RESOLUCIÓN Y ORDEN DE ESCRUTINIO DE LOS VOTOS DE LAS ELECCIONES, EN QUE SE DECLARAN LOS RESULTADOS DE LAS ELECCIONES GENERALES DE LA CIUDAD DE KINGSVILLE, LLEVADAS A CABO EL 4 DE MAYO DE 2024.

CONSIDERANDO QUE: De acuerdo con la orden de este órgano directivo, la Secretaria Municipal publicó un aviso de la fecha y lugar de esta reunión, setenta y dos horas antes del día en que se realizó dicha reunión.

CONSIDERANDO QUE: Basándose en los resultados de unas elecciones llevadas a cabo el 4 de mayo de 2024 para efectos de elegir un Alcalde y cuatro Comisionados Municipales, se concluye que en dichas elecciones se emitieron, debida y legalmente, 1,412 votos válidos y legales.

POR LO TANTO, SE HA RESUELTO, por parte de la Comisión Municipal de la Ciudad de Kingsville, Texas:

I.

Que dichas elecciones fueron debidamente convocadas; que se dio aviso de dichas elecciones conforme a la ley, y que dichas elecciones se llevaron a cabo de acuerdo con las leyes del Estado de Texas;

II.

Que cada uno de los candidatos en dichas elecciones recibió los siguientes votos:

ALCALDE:	TOTAL DE VOTOS:
Dianne Leubert	279
Sam Fugate	819
Ann Marie Torres	305

COMISIONADO MUNICIPAL:

La Posición 1:

Rose Marie Damron	319
Edna Lopez	1,041

La Posición 2:

Andrew Robert Mendez	488
Norma Nelda Alvarez	868

La Posición 3:

Marty Ontiveros	140
Krystal (Seidel) Emery	515
Hector M. Hinojosa	714

La Posición 4:

Leo Alarcon	976
Elizabeth "Liz" Ramos	393

III.

Adjunto a este documento se encuentra el Anexo A, que es la tabulación oficial que indica el número total de votos que cada candidato recibió en cada distrito electoral y la suma de los totales de cada distrito.

IV.

QUE Sam Fugate, fue elegido **ALCALDE** de la Ciudad de Kingsville; y Edna Lopez (la Posición 1), y Norma Nelda Alvarez (la Posición 2), y Hector M. Hinojosa (la Posición 3), y Leo Alarcon (la Posición 4), fueron elegidos **COMISIONADOS MUNICIPALES**; y

QUE se declara que los funcionarios nombrados anteriormente han sido debidamente elegidos para ocupar dichos cargos, sujetos a prestar juramento de su respectivo cargo, como lo disponen las leyes del Estado de Texas y el Fuero Municipal de la Ciudad de Kingsville, Texas.

APROBADA por voto mayoritario de la Comisión Municipal de la Ciudad de Kingsville, Texas, este día 13 de mayo de 2024.

Sam R. Fugate, Alcalde

ATESTIGUA:

Mary Valenzuela, Secretaria Municipal

APROBADA RESPECTO A FORMA:

Courtney Álvarez, Abogado Municipal

	TOTAL VOTES	%	ED	EV	MAIL	PROV
PRECINCTS COUNTED (OF 6)	0					
REGISTERED VOTERS - TOTAL	0					
BALLOTS CAST - TOTAL	1,412		530	802	80	0
BALLOTS CAST - BLANK	0		0	0	0	0
Mayor						
(VOTE FOR) 1						
Dianne Leubert	279	19.89	114	157	8	0
Sam Fugate	819	58.37	289	485	45	0
Ann Marie Torres	305	21.74	124	155	26	0
City Commr. P1. 1						
(VOTE FOR) 1						
Rose Marie Damron	319	23.46	96	207	16	0
Edna Lopez	1,041	76.54	413	566	62	0
City Commr. P1. 2						
(VOTE FOR) 1						
Andrew Robert Mendez	488	35.99	177	292	19	0
Norma Nelda Alvarez	868	64.01	327	483	58	0
City Commr. P1. 3						
(VOTE FOR) 1						
Marty Ontiveros	140	10.23	71	62	7	0
Krystal (Seidel) Emery	515	37.62	167	337	11	0
Hector M. Hinojosa	714	52.15	272	381	61	0
City Commr. P1. 4						
(VOTE FOR) 1						
Leo Alarcon	976	71.29	355	567	54	0
Elizabeth "Liz" Ramos	393	28.71	162	207	24	0

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0001 PCT 24, 41

	TOTAL VOTES	%	ED	EV	MAIL	PROV
REGISTERED VOTERS - TOTAL	2,136					
BALLOTS CAST - TOTAL	196		81	108	7	0
BALLOTS CAST - BLANK	0		0	0	0	0
VOTER TURNOUT - TOTAL		9.18				
VOTER TURNOUT - BLANK						

Mayor

(VOTE FOR) 1						
Dianne Leubert.	44	22.45	17	27	0	0
Sam Fugate	109	55.61	40	62	7	0
Ann Marie Torres	43	21.94	24	19	0	0

City Commr. P1. 1

(VOTE FOR) 1						
Rose Marie Damron.	37	19.68	12	23	2	0
Edna Lopez	151	80.32	65	82	4	0

City Commr. P1. 2

(VOTE FOR) 1						
Andrew Robert Mendez.	81	42.86	28	50	3	0
Norma Nelda Alvarez	108	57.14	49	56	3	0

City Commr. P1. 3

(VOTE FOR) 1						
Marty Ontiveros	24	12.63	9	14	1	0
Krystal (Seidel) Emery	70	36.84	23	47	0	0
Hector M. Hinojosa	96	50.53	46	44	6	0

City Commr. P1. 4

(VOTE FOR) 1						
Leo Alarcon.	119	62.63	46	71	2	0
Elizabeth "Liz" Ramos	71	37.37	33	34	4	0

RUN DATE:05/04/24 08:19 PM

REPORT-EL30A PAGE 0002-01

0002 PCT 22, 23, 32, 44

	TOTAL VOTES	%	ED	EV	MAIL	PROV
REGISTERED VOTERS - TOTAL	2,390					
BALLOTS CAST - TOTAL	267		74	177	16	0
BALLOTS CAST - BLANK	0		0	0	0	0
VOTER TURNOUT - TOTAL		11.17				
VOTER TURNOUT - BLANK						

Mayor

(VOTE FOR) 1						
Dianne Leubert.	58	21.97	15	42	1	0
Sam Fugate	145	54.92	44	92	9	0
Ann Marie Torres	61	23.11	14	41	6	0

City Commr. Pl. 1

(VOTE FOR) 1						
Rose Marie Damron.	71	27.41	13	56	2	0
Edna Lopez	188	72.59	59	115	14	0

City Commr. Pl. 2

(VOTE FOR) 1						
Andrew Robert Mendez.	77	29.96	17	55	5	0
Norma Nelda Alvarez	180	70.04	53	116	11	0

City Commr. Pl. 3

(VOTE FOR) 1						
Marty Ontiveros	18	6.98	5	13	0	0
Krystal (Seidel) Emery	95	36.82	21	70	4	0
Hector M. Hinojosa	145	56.20	45	89	11	0

City Commr. Pl. 4

(VOTE FOR) 1						
Leo Alarcon.	193	74.23	57	122	14	0
Elizabeth "Liz" Ramos	67	25.77	15	50	2	0

0003 PCT 43

	TOTAL VOTES	%	ED	EV	MAIL	PROV
REGISTERED VOTERS - TOTAL	1,458					
BALLOTS CAST - TOTAL	133			64	57	12
BALLOTS CAST - BLANK	0			0	0	0
VOTER TURNOUT - TOTAL		9.12				
VOTER TURNOUT - BLANK						

Mayor

(VOTE FOR) 1						
Dianne Leubert.	21	16.03	8	12	1	0
Sam Fugate	70	53.44	33	32	5	0
Ann Marie Torres	40	30.53	22	12	6	0

City Commr. P1. 1

(VOTE FOR) 1						
Rose Marie Damron.	21	16.15	8	10	3	0
Edna Lopez	109	83.85	55	45	9	0

City Commr. P1. 2

(VOTE FOR) 1						
Andrew Robert Mendez.	48	37.50	24	19	5	0
Norma Nelda Alvarez	80	62.50	35	38	7	0

City Commr. P1. 3

(VOTE FOR) 1						
Marty Ontiveros	22	17.32	17	4	1	0
Krystal (Seidel) Emery	28	22.05	12	14	2	0
Hector M. Hinojosa	77	60.63	31	37	9	0

City Commr. P1. 4

(VOTE FOR) 1						
Leo Alarcon.	98	77.17	47	40	11	0
Elizabeth "Liz" Ramos	29	22.83	15	13	1	0

0004 PCT 42

	TOTAL VOTES	%	ED	EV	MAIL	PROV
REGISTERED VOTERS - TOTAL	1,079					
BALLOTS CAST - TOTAL.	85		36	43	6	0
BALLOTS CAST - BLANK.	0		0	0	0	0
VOTER TURNOUT - TOTAL		7.88				
VOTER TURNOUT - BLANK						

Mayor

(VOTE FOR) 1						
Dianne Leubert.	8	9.41	4	4	0	0
Sam Fugate	56	65.88	25	26	5	0
Ann Marie Torres	21	24.71	7	13	1	0

City Commr. P1. 1

(VOTE FOR) 1						
Rose Marie Damron.	14	16.87	4	7	3	0
Edna Lopez	69	83.13	31	35	3	0

City Commr. P1. 2

(VOTE FOR) 1						
Andrew Robert Mendez.	27	32.14	11	16	0	0
Norma Neida Alvarez	57	67.86	24	27	6	0

City Commr. P1. 3

(VOTE FOR) 1						
Marty Ontiveros	5	6.25	1	4	0	0
Krystal (Seidel) Emery	17	21.25	6	11	0	0
Hector N. Hinojosa	58	72.50	27	25	6	0

City Commr. P1. 4

(VOTE FOR) 1						
Leo Alarcon.	65	77.38	29	33	3	0
Elizabeth "Liz" Ramos	19	22.62	7	9	3	0

0005 PCT 11, 13, 14

	TOTAL VOTES	%	ED	EV	MAIL	PROV
REGISTERED VOTERS - TOTAL	2,745					
BALLOTS CAST - TOTAL.	290		128	141	21	0
BALLOTS CAST - BLANK.	0		0	0	0	0
VOTER TURNOUT - TOTAL		10.56				
VOTER TURNOUT - BLANK						

Mayor

(VOTE FOR) 1						
Dianne Leubert.	52	17.99	32	18	2	0
Sam Fugate	164	56.75	58	94	12	0
Ann Marie Torres	73	25.26	38	29	6	0

City Commr. P1. 1

(VOTE FOR) 1						
Rose Marie Damron.	72	25.26	30	38	4	0
Edna Lopez	213	74.74	97	99	17	0

City Commr. P1. 2

(VOTE FOR) 1						
Andrew Robert Mendez.	109	38.38	49	58	2	0
Norma Nelda Alvarez	175	61.62	76	81	18	0

City Commr. P1. 3

(VOTE FOR) 1						
Marty Ontiveros	31	10.84	25	5	1	0
Krystal (Seidel) Emery	100	34.97	38	60	2	0
Hector M. Hinojosa	155	54.20	61	76	18	0

City Commr. P1. 4

(VOTE FOR) 1						
Leo Alarcon.	193	68.68	71	108	14	0
Elizabeth "Liz" Ramos	88	31.32	52	30	6	0

0006 PCT 12, 21, 31, 33

	TOTAL VOTES	%	ED	EV	MAIL	PROV
REGISTERED VOTERS - TOTAL	4,217					
BALLOTS CAST - TOTAL	441		147	276	18	0
BALLOTS CAST - BLANK	0		0	0	0	0
VOTER TURNOUT - TOTAL		10.46				
VOTER TURNOUT - BLANK						

Mayor

(VOTE FOR) 1						
Dianne Leubert.	96	21.92	38	54	4	0
Sam Fugate	275	62.79	89	179	7	0
Ann Marie Torres	67	15.30	19	41	7	0

City Commr. Pl. 1

(VOTE FOR) 1						
Rose Marie Damron.	104	25.06	29	73	2	0
Edna Lopez	311	74.94	106	190	15	0

City Commr. Pl. 2

(VOTE FOR) 1						
Andrew Robert Mendez.	146	35.27	48	94	4	0
Norma Nelda Alvarez	268	64.73	90	165	13	0

City Commr. Pl. 3

(VOTE FOR) 1						
Marty Ontiveros	40	9.35	14	22	4	0
Krystal (Seidel) Emery	205	47.90	67	135	3	0
Hector M. Hinojosa	183	42.76	62	110	11	0

City Commr. Pl. 4

(VOTE FOR) 1						
Leo Alarcon.	308	72.13	105	193	10	0
Elizabeth "Liz" Ramos	119	27.87	40	71	8	0