

City of Kingsville, Texas

AGENDA CITY COMMISSION

**MONDAY, MARCH 10, 2014
REGULAR MEETING**

**HONORABLE ROBERT H. ALCORN COMMISSION CHAMBERS
CITY HALL/200 EAST KLEBERG AVENUE
4:00 P.M. Technology & Finance Workshop
6:00 P.M. Regular Meeting**

I. Preliminary Proceedings.

OPEN MEETING


INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

MINUTES OF PREVIOUS MEETING(S) – Required by Law

Special Meeting – February 13, 2014

Regular Meeting – February 24, 2014

APPROVED BY:



Vincent J. Capel
City Manager

**WORKSHOP- Discussion on technology issues & mid-year
budget update/financial overview**

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

1. Public hearing on amending the zoning ordinance by changing the zoning map in reference to Lots 17-26, (Mobile Home Park), Block 7, Hoffman Subdivision known as 210 E. Miller from R1-Single Family Residential District to C4-Commercial Business District, applicant Bill Cumberland. (Director of Planning & Economic Development).

III. Reports from Commission & Staff.² (City Manager's Staff Report Attached).

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

IV. Public Comment on Agenda Items³

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

V.

Consent Agenda

Notice to the Public

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being discussed separately unless requested by a Commission Member in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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

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

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

1. Motion to approve final passage of an ordinance amending the Fiscal Year 2013-2014 Budget for Fund 001 the General Fund to assist with the renovation of the T45 Jet in Dick Kleberg Park in partnership with Kleberg County. (Finance Director).
2. Motion to approve final passage of an ordinance amending the City of Kingsville Code of Ordinances Chapter IX, General Regulations, Article 7, Sections 9-7-1 through 9-7-6, providing for adoption of the International Property Maintenance Code, additions and amendments to said code, prohibited acts, and administrative fees. (Director of Planning and Development Services).
3. Motion to approve final passage of an ordinance amending the City of Kingsville Code of Ordinances Chapter XV, Land Use, Article 3, Section 57, providing for street trees. (Director of Planning and Development Services).
4. Motion to approve final passage of an ordinance amending the City of Kingsville Code of Ordinances Chapter XV, Land Use, Article 6, adopting Section 26-Home Occupations. (Director of Planning and Development Services).
5. Motion to approve final passage of an ordinance amending the City of Kingsville Code of Ordinances Chapter XV, Land Use, Article 6, Section 92, changing rear yard regulations for accessory buildings. (Director of Planning and Development Services).
6. Motion to approve final passage of an ordinance authorizing the acceptance of three deeds from the Kingsville Independent School District for land near the Old High School building and authorizing the City Manager to execute any documents necessary for this transaction. (City Attorney).
7. Motion to approve final passage of an ordinance amending the Code of Ordinances of the City of Kingsville, Texas, Chapter VII ("Traffic Code"), to add new Article 9-Wireless Telecommunication Devices that would create restrictions on the use of wireless telecommunication devices while driving; creating an offense. (City Attorney).
8. Motion to approve a resolution authorizing the City Manager to execute a training and development agreement with Del Mar College for the City of Kingsville Specialized Crimes and Narcotics Task Force. (Task Force Commander).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

9. Consider authorizing City's participation in the 2014 Wings Over South Texas Airshow to be held March 29 & 30, 2014 at Naval Air Station-Kingsville. (Director of Tourism).
10. Consider a resolution authorizing the City Manager to enter into an Advance Funding Agreement with the Texas Department of Transportation for construction of drainage upgrades, sidewalks and landscaping on General Cavazos (FM1356) from 6th Street to 14th Street. (City Engineer/Public Works Director).
11. Consider introduction of an ordinance amending the zoning ordinance by changing the zoning map in reference to Lots 17-26, (Mobile Home Park), Block 7, Hoffman Subdivision known as 210 E. Miller from R1-Single Family Residential District to C4-Commercial Business District, applicant Bill Cumberland. (Director of Planning & Economic Development).
12. Consider request to waive interest on weed liens for redevelopment of four properties at the request of George Hernandez. (Director of Planning & Economic Development).
13. Consider a resolution authorizing the City Manager to enter into a Temporary Commercial Wifi Site Lease Agreement between the City of Kingsville and Riviera Telecommunications. (Director of Purchasing & IT).
14. Consider authorizing staff to proceed with the acquisition of lease funds necessary to complete the leasing of equipment. (Director of Purchasing & IT).
15. Consider authorizing out-of-state travel for a member of the Commission to attend meetings with Congressional Officials in Washington, D.C. on March 23-26, 2014. (City Manager).
16. Consider accepting a donation from ExxonMobile to the Kingsville Fire Department for participation in recent refinery fire. (Fire Chief).
17. Consider introduction of an ordinance amending the Fiscal Year 2013-2014 General Fund Budget for the City of Kingsville to accept a donation made from ExxonMobile to the Kingsville Fire Department. (Director of Finance).
18. Consider introduction of an ordinance amending the Fiscal Year 2013-2014 Fund 017 PD Grant Border Star (LBSP) for the City of Kingsville to accept a grant award from the Texas Department of Public Safety to the Kingsville Police Department. (Director of Finance).
19. Consider introduction of an ordinance amending the Fiscal Year 2013-2014 budget for the General Fund to finance professional service fees for the Planning Department to make improvements to the City website. (Director of Finance).
20. Consider introduction of an ordinance amending the Fiscal Year 2013-2014 Budget for the General Fund to finance the contracting costs of removing a nuisance, abandoned sign structure. (Director of Finance).

21. Consider a resolution authorizing the City Manager to execute a consent to modify existing equipment request pursuant to the Communications Facilities License Agreement with T-Mobile. (City Attorney).

22. Executive Session: Pursuant to Section 551.074, of the Texas Open Meetings Act, the City Commission shall convene in executive session to deliberate the evaluation & duties of the City Attorney. (Commissioner Leubert).

VII. Adjournment.

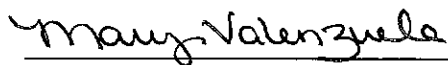
1. No person's comments shall exceed 5 minutes. Cannot be extended by Commission.
2. No person's comments shall exceed 5 minutes without permission of majority of Commission.
3. Comments are limited to 3 minutes per person. May be extended or permitted at other times in the meeting only with 5 affirmative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

NOTICE

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

I, the undersigned authority do hereby certify that the Notice of Meeting was posted on the bulletin board in the City Hall, 200 East Kleberg, of the City of Kingsville, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time:

March 5, 2014 at 4:30 P.M. and remained so posted continuously for at least 72 hours proceeding the schedule time of said meeting.



Mary Valenzuela, 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)

FEBRUARY 13, 2014

A SPECIAL MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON THURSDAY, FEBRUARY 13, 2014 IN THE HONORABLE ROBERT H. ALCORN COMMISSION CHAMBERS 200 EAST KLEBERG AVENUE AT 4:00 P.M.

CITY COMMISSION PRESENT:

Sam Fugate, Mayor
Dianne Leubert, Commissioner
Al Garcia, Commissioner
Noel Pena, Commissioner

CITY COMMISSION ABSENT:

Arturo Pecos, Commissioner

CITY STAFF PRESENT:

Vincent J. Capell, City Manager
Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
Deborah Balli, Finance Director
Joey Reed, Fire Chief
David Mason, Purchasing/IT Director
Willie Vera, Task Force Commander
Bill Donnell, Asst. Public Works Director
Rick Torres, Chief of Police
Emilio Garcia, Health Director
Charlie Cardenas, Public Works Director/City Engineer
Bob Trescott, Tourism Director
Robert Isassi, Director of Planning & Development Services
Tony Verdin, Information Systems Technician

I. Preliminary Proceedings.

OPEN MEETING

Mayor Fugate called the meeting to order in the Robert H. Alcorn Commission Chamber at 4:08 p.m. and announced quorum with four Commission members present. Commissioner Pecos absent.

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

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

MINUTES OF PREVIOUS MEETING(S) – Required by Law

Regular Meeting – January 13, 2014

Regular Meeting – January 27, 2014

Mayor Fugate asked for a motion to approve the minutes as presented. **Commissioner Leubert made a motion to approve the minutes as presented, second by Commissioner Garcia. The motion was passed and approved by the following vote: Garcia, Leubert, Fugate voting: “FOR”. Pena “ABSTAIN”.**

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

1. None.

III. Reports from Commission & Staff.² (City Manager’s Staff Report Attached).

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

Mrs. Courtney Alvarez, City Attorney reported the next City Commission meeting is scheduled for Monday, February 24, 2014. She further reminded staff that agenda items for this meeting are due on Friday, February 14, 2014.

Mayor Fugate gave a brief report on his attendance to the Innovation Installation Seminar in San Antonio on February 10th & 11th, 2014. He further reported that it is important to attend these meetings to show support for our military base.

IV. Public Comment on Agenda Items⁻³

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

V.

Consent Agenda

Notice to the Public

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

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

Mayor Fugate asked for a motion to approve the consent agenda as presented. Motion made by Commissioner Garcia to approve the consent agenda as presented, second by Commissioner Leubert. The motion was passed and approved by the following vote: Leubert, Pena, Garcia, Fugate voting "FOR".

1. Motion to approve final passage of an ordinance amending the fiscal year 2013-2014 budget for the General Fund to incur bad debt expense by accepting payment for contested billing for EMS Services provided to the City of Bishop. (Finance Director).

2. Motion to approve final passage of an ordinance amending the fiscal year 2013-2014 budget for the Kingsville Specialized Crimes & Narcotics Task Force to

pay for expenses related to disposal of hazardous waste materials. (Finance Director).

3. Motion to approve resolution authorizing the release of Chapter 59 Funds of the Kingsville Specialized Crimes & Narcotics Task Force for donation to the Boys Scouts of America Venado District. (Task Force Commander).

4. Motion to approve resolution authorizing participation in Ride on the 11th Annual Wild Side Charity Bike Ride to be held on April 26, 2014 and authorizing the City Manager to execute an Indemnity Agreement with King Ranch for said event. (City Attorney).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

5. Consider resolution ordering the City of Kingsville General Election, designating voting precincts, polling places establishing election procedures and appointing Early Voting Clerk. (City Secretary).

(CONSIDERE UNA RESOLUCIÓN QUE ORDENA LAS ELECCIONES GENERALES DE LA CIUDAD DE KINGSVILLE, DESIGNA LOS DISTRITOS ELECTORALES Y LOS SITIOS DE VOTACIÓN, ESTABLECE LOS PROCEDIMIENTOS DE LAS ELECCIONES Y NOMBRA A LA SECRETARIA ENCARGADA DE LA VOTACIÓN ANTICIPADA). (SECRETARIA MUNICIPAL).

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

6. Consider approval of out-of-state travel for Fire Chief to attend the National Fire Academy Executive Fire Officer Program on March 9-21 2014 in Emmetsburg, Maryland. (Fire Chief).

Joey Reed, Fire Chief stated that this request is for out-of-state travel for himself to attend the National Fire Academy's Executive Fire Officer Training in Emmitsburg, Maryland. He further reported that there is no tuition expense for the course and lodging at the National Fire Academy is free for students, the only cost would be for meals and miscellaneous items.

Commissioner Leubert recommended for Chief Reed to receive city funds from the travel and training expense line item to pay for his meals and any educational material that may be needed. Mayor Fugate agreed with Commissioner Leubert's comment.

Motion made by Commissioner Leubert to approve out-of-state travel for Fire Chief to attend the National Fire Academy Executive Fire Officer Program, seconded by Commissioner Pena. The motion was passed and approved by the following vote: Garcia, Leubert, Pena, Fugate voting "FOR".

7. Consider authorizing BuyBoard Contract for work to Fire Station #1 upstairs shower and restroom to LMC Corporation for up to \$67,013.20, as per staff recommendation. (Director of Purchasing & IT).

Mr. David Mason, Purchasing/IT Director reported that this item will authorize the repair/reconstruction of the upstairs restroom and shower at Fire Station 1. It is recommended the contract be awarded to LMC Corporation for \$67,013.20. The funds will be expended from 091-5-220.00-713.00, Capital Projects, Fire Department. The original budget figure for this project was \$50,000. However, budget savings from other line items will be available to cover the overage from budgeted amount.

Commissioner Leubert asked how many showers will be installed. Mr. Mason responded that there will be three private facilities installed. Chief Reed responded that there will be no private facilities at the station.

Motion made by Commissioner Garcia to authorize BuyBoard Contract for work to Fire Station #1 upstairs shower and restroom to LMC Corporation for up to \$67,013.20, as per staff recommendation, seconded by Commissioner Leubert. The motion was passed and approved by the following vote: Leubert, Pena, Garcia, Fugate voting "FOR".

8. Consider authorizing BuyBoard Contract for work to Fire Station #1 downstairs men's restroom to LMC Corporation for up to \$5,209.92, as per staff recommendation. (Director of Purchasing & IT).

Mayor Fugate stated that he would like to discuss and take action for both agenda item #8 and #9. No objections were made by the Commission or staff.

9. Consider authorizing BuyBoard Contract for work to Fire Station #1 downstairs women's restroom to LMC Corporation for up to \$5,584.16, as per staff recommendation. (Director of Purchasing & IT).

Agenda item #8: Mr. Mason reported that this item will authorize repairs/reconstruction of the downstairs men's restroom in Fire station No. 1. It is recommended the contract be awarded to LMC Corporation for \$5,209.92. This action will expend \$5,209.92 from 091-5-220.00-713.00, Capital Projects. The original budget figure for this project was combined with the downstairs women's restroom for a total of \$9,280. The women's restroom figure is at \$5,584.16 for a total of \$10,794.

Agenda item #9: Mr. Mason reported that this item will authorize the repairs/reconstruction of the downstairs women's restroom in Fire Station 1. This action will expend \$5,584.16 from 091-5-220.00-713.00, Capital Projects, Fire Department. The original budget figure for this project was combined with the downstairs men's restroom for a total of \$9,280. The men's restroom figure is at \$5,209.92 a total of \$10,794.

Mr. Mason further reported that restrooms will be ADA compatible.

Motion made by Commissioner Pena to approve agenda items 8 & 9, seconded by Commissioner Leubert. The motion was passed and approved by the following vote: Pena, Garcia, Leubert, Fugate voting "FOR".

10. Workshop to discuss the proposed changes to City Planning ordinances regarding the Fence Code, Home Occupations Code, Accessory Use & Structures code, Street Trees, Rear Yards, and the International Property Maintenance Code. (Director of Planning & Development Services).

Mr. Robert Isassi, Director of Planning & Development Services, reported that the Planning Department has been tasked in evaluating and providing a comprehensive review of its current zoning and subdivision regulations. Staff has hired CK Consulting, LLC to evaluate the codes that are in existence. They are three goals in mind that staff would like to see (1) adding new code language, (2) update existing codes, and (3) provide guidance on property maintenance. Isassi stated that there are twelve suggested code changes, but only six will be presented at tonight's meeting. The remaining six will be presented sometime in March. Isassi further stated that the first set of six codes have been taken to the Planning & Zoning Commission on Wednesday, February 12, 2014. The Planning & Zoning Commission approved four out of the six codes that were presented. The two that were tabled were the Fencing Regulations and Accessory Use/Structure Code.

Mr. Mike Kellam, President of CK Consulting, LLC stated to the Commission that this project began in November, 2013. Mr. Kellam stated that there were a few comments

made during the Planning & Zoning Commission meeting last night which were taken into consideration.

Mayor Fugate asked what concerns were mentioned during the Planning & Zoning Commission meeting regarding Fence Regulations. Mr. Kellam stated that the Fence Regulation Code was fully reviewed which received some good discussion. Kellam further stated that he feels that the Planning & Zoning Commission needed more time to digest the new language before taking action. Kellam continued to speak about the following code changes.

15-6-28 Fence Regulations.

Mr. Kellam stated that the Planning & Zoning Commission requested to add language regarding the permitting process which will establish a permit fee of \$35, covers staff time that's involved with review and consultation. He further stated that P&Z would like to insert a disclaimer that a survey was not required as part of the permitting process unless deemed necessary by the property owner or applicant.

15-6-28(k)(2). No fence shall be maintained with protruding nails, boards, wires or other similar materials. Mr. Kellam commented that the consensus of the P&Z Commission is a concern about the prohibition of the use of hog wire to livestock paneling in which cost was cited as a reason.

§15-6-28 (k)(3) all fences shall be constructed of a consistent material such as chain link, wood, concrete block, brick, stone, vinyl, wrought iron or other like material. The use of chicken wire, hog wire or any other similar type or quality of fencing is expressly prohibited.

Kellam stated that the concerns P&Z had regarding this section is that the use of hog wire or king ranch fence would be a useful item. He further stated that the consensus of the P&Z Commission was to allow it on acreage or agricultural location. He further recommends the Commission to prohibit the use of hog wire or king ranch fencing unless they have an agricultural zoning, agricultural use or used on acreage limit.

Commissioner Garcia asked if during the P&Z Commission meeting was there any mention of any clauses of grandfathering mentioned. Mr. Kellam responded that when this code is inactive, similar to any other zoning code, anything that existed prior to the adoption of the code would be grandfathered. If they were to remove it or become deteriorated and fall, then to replace it they have to meet the current code. Kellam further commented that they do want to provide the uniformity so that enforcement is consistent and not so much question about it, but do want to give the residence with the opportunity to enjoy and use their property.

Commissioner Leubert asked if P&Z has asked for more time to discuss this particular section. Kellam stated that this is the section that they would like to have the option in an agricultural setting to allow the king ranch fencing.

Commissioner Garcia asked that regarding the wood, vinyl fencing, was their consideration given to windstorm factors. Mr. Kellam responded that everything will have to meet the building code and basically this new code also requires the plan review which states that it has to be set in concrete footings and build to withstand windstorm. Kellam further stated that fences don't come with windstorm rating.

Mr. Kellam asked for the Commissions consensus to redraft section 15-6-28 (k)(3) to read the use of chicken wire is expressly prohibited. Mayor Fugate asked if barbed wire included in the section. Kellam stated that it is included in 15-6-28 (l).

Commissioner Garcia asked about a temporary fence. Kellam responded that you can have a temporary fence, but it needs to be approved and permitted which can be used

for protecting and securing construction sites and granted on a temporary basis. Kellam further stated that the temporary fence provision does not limit the type of fencing.

Mrs. Alvarez asked the Commission for clarification regarding hog wire, does the Commission want it limited to either zoning the purpose to acreage or allow it anywhere. Mayor Fugate stated that he would like to see what the P&Z Commission recommends.

Mr. Kellam further discussed section 15-6-28 (l)(1) When the barbed wire fence is erected and maintained as an integral part of the security fence for nonresidential properties only, provided that the barbed wire is not maintained within six feet of the ground; or (2) when the barbed wire fence is erected or maintained around a tract of land used for agricultural purposes as defined by the zoning laws of the City of Kingsville.

Mayor Fugate asked what is consensus of the P&Z Commission regarding barbed wire. Mr. Kellam responded that they had no comment regarding this section.

Commissioner Garcia asked about razor wire. Mr. Kellam state in no case shall razor wire be permitted in any zone within City limits except as used by official governmental agencies.

Mr. Kellam stated that other comments that the P&Z Commission had were regarding the fence design and maintenance. The consensus of the P&Z Commission was that the finished side should be allowed to face inward on interior property lines. He further stated that the recommended proposal from P&Z was on interior property lines it will not affect anybody, but definitely from public right of ways they were ok having the finished side facing those, so when driving down the street, everything looks uniformed. Kellam stated that the original language stated that the finished side should be facing outward or finished on both sides.

Commissioner Garcia asked if there was any mention of lattice work on top of fencing. Kellam stated that it doesn't matter how it's built or designed, as long as you are within the maximum height allowed, which is also being amended as per staffs request.

Mr. Kellam further reported on electric fence, Section 15-6-28 (m) No person shall erect or maintain any electrical fence unless in conformance with the following provisions: (1) All electric fences shall comply with minimum specifications of the Underwriters Laboratories (UL listed) and shall be installed in accordance with the National Electric Code adopted by the City. (2) Fences which may continuously conduct electric current may be allowed only on agricultural land to be used to raise livestock. (3) Single-strand wires designed to conduct electricity through an approved low voltage regulator shall be allowed only along the interior base line of an otherwise permitted fence. No permit shall be required for the erection and maintenance of such single-strand electric wires.

Commissioner Leubert asked about electric fencing to maintain pets within a yard. Mr. Isassi responded that it's allowed as long as a single-strand wire designed to conduct electricity through an approved low voltage regulator shall be allowed only along the interior base line of an otherwise permitted fence.

Commissioner Garcia asked if concrete will be required for the setting of poles for a fence. Mr. Kellam responded that it has to have a concrete base which will be verified in the permitting process which currently doesn't exist but will be established in this process. Kellam further stated that there will be a plan review but no inspections, which allow keeping the permit fee at a low cost.

Commissioner Garcia asked about the fact that there will be no inspection done during or after the fence is built. Mr. Kellam stated that there will be no inspection. Mayor Fugate stated that if the fence isn't built within code, the Code Enforcement Department can go out inspect the fence work.

Mr. Kellam stated that when he mentioned no inspection, he meant that staff will not be inspecting the footings or height of fence. Kellam further mentioned that when a permit is purchased, the property owner must provide a plans showing how the fence will be constructed and by deviating from the plans, will cause a violation and property owner will get code enforcement.

Mr. Kellam continued with Section 15-6-26. Accessory uses and structures. Purpose of this section establishes additional zoning district standards, exceptions to standards or alternative standards for particular uses which are subordinate to the principal use. The purpose of this section is to provide supplemental standards for individual uses in order to protect surrounding property values and uses, protect the public health, safety, and general welfare, and implement the Master Plan for the City. Kellam stated that with an R1 zoning district that allows for a single family residential home. It doesn't state any other use that's allowed on that property other than a single family residential home. He further stated that an accessory use is like a home occupation or home office. This section further defines that as allowed permitted use as a supplemental regulation to the base zoning district, which will allow the home occupation or home office.

Commissioner Garcia asked for the explanation of home occupation. Kellam gave the example of if someone works for a company and that company allows you to work from a home office which will allow you to talk to them from your computer via skype or by any other means of software, to where you wouldn't have to report to an original office. Kellam further stated that the point of this section is to provide the full use of the property, have clear guidelines so that the residents know what they can do on their property. This will allow staff with a consistent approach to say that it's listed, but will not be a detrimental use to the neighboring property and will not create problems to the character of the neighborhood. Kellam further stated that every accessory building requires a building permit. Application for such a permit shall be made to the Building Official. The building permit for the accessory building may be included on the permit for the main building or main land use if constructed or established simultaneously, otherwise a separate permit will be required. Kellam further reported that the Director of Planning & Development Services, or his designee, shall determine whether a proposed accessory use/structure, or in the case of an enforcement action, an existing accessory use/structure is permitted under this ordinance. In reviewing and approving an accessory use/structure, the Director of Planning & Development Services, or his designee shall find that the proposed use meets the following criteria: (1) Is not to be constructed or established on a lot until construction of the principal structure is completed or the principal use is established; (2) Is not to be established on a vacant lot and/or is located on the same lot as the principal use served; (3) Is subordinate to and serves a principal use; (4) Is subordinate in area, extent or purpose to the principal use served; (5) Contributes to the comfort, convenience or necessity of the occupants, business or industry of the principal use; (6) Is not injurious, noxious or offensive to the neighborhood; (7) Accessory uses of a storage nature are not located in the front yard area; and (8) Accessory buildings shall not be used for dwelling purposes except where permitted in the Land Use Chart (Appendix A, Section 1, Land Use Chart or Article 6 of Chapter 15 of the Code of Ordinances).

Mr. Kellam further discussed the General Requirements. Unless otherwise specified in this section, all attached and detached accessory structures shall conform to the same use, height and area regulations required of the main use or structure and with the following additional limitations. (1) Accessory uses shall not include the conduct of trade unless permitted in conjunction with a permitted use, (2) Accessory use shall be located on the same lot as the principal use of which they serve.

Mr. Kellam discussed the Dimensional and Density Standards. For residential lots not exceeding 3 acres, detached accessory structures shall not be located in the front yard.

Detached accessory structures may be located in the rear yard area. For residential lots exceeding 3 acres, detached accessory structures may be located in the front yard if it is required due to topographical issues or other impediment that prevents the placement of the structure in the rear yard area.

Mr. Kellam stated that during the P&Z meeting, a comment was made by Mr. Gene Jones. Mr. Jones indicated that he would prefer the acreage be lessened to provide greater relief to more outlying properties. Mr. Kellam further recommended that 1.5 or 2 acres being the standard by which 15-6-26(H)(1)&(2) applies.

Mr. Kellam discussed the Permitted Accessory Uses and Structures. Accessory uses and structures include, but are not limited to, the following list of examples, provided that each accessory use or building shall comply with all the provisions of this chapter.

- (1) Drop-off boxes, such as mail or donation boxes, at all commercial establishments in C1 through 12 zone districts provided the drop-off box; (a) Is located behind the minimum setbacks required in the respective zones; (b) Is located so it is not (1) blocking driveways, (2) blocking pass-through traffic in parking aisles, (3) blocking pedestrian traffic, (4) creating any safety issue as determined by the Director of Planning & Development Services; and (c) Does not eliminate any required parking spaces or is not located in any parking aisle.
- (2) Employee restaurants and cafeterias when located in a permitted business or manufacturing building. (The size of these accessory uses may be no more than 10% of the gross square footage of the business).
- (3) Home occupation in accordance with Section 15-6-27.
- (4) Management offices for multi-tenant properties.
- (5) The operation of service facilities and equipment in connection with schools, hospitals and other similar institutions or uses.
- (6) The overnight parking of a licensed truck in working condition of one ton rating or less in a residential zone district.
- (7) Recreational uses and structures for the use and convenience of occupants, employees or guest of a principal use or facility.
- (8) Refreshment and service facilities in parks and playgrounds, and in permitted public or private recreation facilities or schools.

Mr. Kellam further stated that it allows these types of uses which clearly define them with no question as to whether it creates any problems with multiple structures on property. Kellam further discussed the designed guidelines and allowable exterior materials and other design factors for the accessory buildings. It limits the amount of square footage based on percent of yard which you can't have it larger than 50% of your rear yard area and must be seven feet from the main dwelling. Mr. Kellam further went on to discuss the use of galvanized metal which was a big discussion point during the P&Z Commission meeting. The original language stated that galvanized (painted or unpainted) metal is prohibited as an exterior building material. P&Z felt as though it should only pertain to unpainted galvanized metal as an exterior material as being prohibited. The P&Z Commission made a recommendation to the Commission to allow the painted galvanized metal which is more attractive in some settings. Kellam stated that this section was tabled as well as the fence code by the P&Z Commission. Kellam stated that the P&Z Commission recommended that the following language be removed from this section of the code, exterior material shall consist of the same or similar materials as the principal structures.

Mayor Fugate asked for Mr. Kellam's recommendation to this particular section. Mr. Kellam responded that his recommendation is how it was originally written, no metal

siding, the exterior material of the accessory structure be the same or similar in type to the main structure.

Mr. Kellam continued discussing the use of freestanding metal carports and arched steel structures. The consensus of the Planning & Zoning Commission was to allow the use of freestanding metal carports and/or Quonset huts with a caveat that prior to permitting they would require plans, designed and sealed by a Professional Engineer be submitted prior to permitting ensuring wind load, anchoring and durability. Kellam further discussed that that no exterior stairways to a second floor or attic are permitted at the front or side of the building. Kellam stated that the consensus of the P&Z Commission was to add the word "visible" after "exterior" to allow concealed stairway behind a false façade in some cases.

Mr. Kellam further discussed home occupations which pertain to home activities to be permitted as an accessory to the principal use in conjunction to 15-6-27. Kellam stated that this section was approved by the Planning & Zoning Commission without any recommendations. Due to more individuals working from home due to the technology available to them, staff wanted to provide this extended use of the property as an accessory use with limitations in performance standards. Kellam stated that the activities listed in subsection 15-6-27(C),(1) through (4) below, are not subject to this section, provided that all persons engaged in such activities reside on the premises: (1) Artists, sculptors, and composers not selling their artistic product to the public on the premises; (2) Craft work, such as jewelry-making and pottery, with no sales permitted on the premises; (3) Home offices with no client visits to the home permitted; (4) Telephone answering and message services. Mr. Kellam continued to discuss the Use limitations and performance standards which limit the number of customers you can have per day. A hair salon cannot have more than six clients per day and limits the hours you can conduct business. Home occupations for child care shall have a maximum of six children under care at any one time. This section also mentions signage which shall be limited to one wall-mounted sign not exceeding four square feet in area is permitted, must be mounted flush against the wall of the principal dwelling unit or accessory structure; and not be illuminated. A business license shall be obtained, if required by other ordinances.

Commissioner Garcia stated that the City already has an ordinance dealing with signage and is concerned that this section referring to signage can be contradicting the sign ordinance that is already in place.

Mrs. Alvarez asked the Commission if they want to push the appointed period back instead of when the ordinance becomes effective to two months after. Mayor Fugate suggested an educational process to allow citizens to get use to the new changes.

Mayor Fugate asked if any pre-existing home occupations would be grandfathered. Mr. Kellam stated that on those with a special use permit will be grandfathered. Kellam further discussed the section of prohibited home occupations. Home occupations in residential zoning districts shall not include the following types of activities and uses: (1) body piercing and/or painting, tattoos, or any type of physical therapy or psychotherapy; (2) Commercial food preparations; (3) Contractors shops; (4) Furniture refinishing; (5) Gymnastic facilities; (6) Massage services or massage therapy establishments; (7) Machine shop/metal working; (8) Medical dental office; (9) Medical procedures; (10) Medical/cosmetic facilities for animals, including animal care and boarding facilities; (11) Motor vehicle and engine repair; (12) Outdoor recreational activities; (13) Palm reading or fortune telling; (14) Recording studios, (15) Retail sales; (16) Tanning salons; (17) Trash hauler operations other than a home office; (18) any other use not allowed in accordance with 15-6-27 Home Occupations of this chapter or any use determined by the Director of Planning & Development Services to be a detriment to the surrounding properties and /or area.

Commissioner Leubert opposes a question to Mr. Kellam regarding Massage services or massage therapy establishments. Leubert stated that there are a few massage therapists that work out of their homes. Mr. Kellam stated that most communities frown upon that because they consider it as a type of medical service. Leubert stated that there are individuals in our city who provide this type of service from their home. Mr. Kellam's response was that you can't primarily out of your residence. He further stated that if you are home health nurse and have physical therapy, those are allowed because it's not the primary use of the accessory property, it's a one-time thing.

Mr. Kellam further discussed 15-3-57, Street Trees, this is a small clarification just to further codify some of the improvements that are required in the design standards. The proposed amendment to the Required Improvements is in relation to the previous amendments that were adopted in 2013 and are consistent with what was approved in the Comprehensive Housing Plan, as specifically identified within Part III and Part VI. This section reads that dead and dying street trees shall be replaced by the applicant/developer during the first two years after installation. Once the two year warranty period has expired the City will then assume the full responsibility of maintaining the street trees.

Mrs. Alvarez asked that within the section that reads that the City will then assume the full responsibility of maintaining the street trees, does this mean trimming and removing the trees. Mr. Kellam responded that to this particular section, the language can be changed to read, assume possession of the trees, which protects the trees from being removed by anyone else besides the city.

Mr. Kellam further moved on to Area Regulations. City Staff has performed a thorough review of the proposed amendment to this section. The language now reflects the desired rear yard usage pertaining to accessory structures and allows an accessory structure to be placed in the rear yard, regardless of the presence of an abutting alley.

Chapter 9, General Regulations. Kellam stated that staff wanted to take it a step further and allow more opportunity for consistent enforcement and provide additional guidelines to both staff and residents. Staff decided to adopt the International Property Maintenance Code which is created by the International Code Council. Section 9-7-2 Additions and Amendments to the International Property Maintenance Code allows the IPMC code to be amended to coincide with the existing nuisance codes. This section tailors the IPMC to fit the City of Kingsville, and substitutes, amends or omits certain language to prevent contradictions and/or confusion specifically within established enforcement and notice provision already provided in Article VII.

Mr. Kellam further discussed Heat Supply. Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat during the winter period from November 1st to March 1st to maintain a temperature of not less than 68 degrees Fahrenheit in all habitable rooms, bathrooms, and toilet rooms. Kellam further stated that P&Z would like to include language to read that the property owner will supply the heater but would not have to supply the electricity and/or gas to operate a heater.

Mayor Fugate stated that by adding this section, it will prevent house fires due to improper heating of a home. Fugate stated that these changes are a good start and feels that citizens will appreciate the changes being made.

Commissioner Garcia asked about the heating of every room within a dwelling. Mr. Capell stated that it depends on the size of the home, which will determine whether every room in the home would need to be supplied with heat. Garcia stated that the way the changes read, it will require a heater in every room. Mr. Kellam stated that it would require a heat source, in every room to include bathrooms.

Mr. Kellam stated that under Section 9-7-3 Acts Prohibited was amended to add the following for further inclusion, it shall be unlawful for any person to contract, cause to be constructed, or permit to remain constructed any building which violates and provisions of such Code. Section 9-7-4 Definitions was amended to further define and create consistency with the IPMC on the maximum height of weeds/vegetation, which limits it to 12 inches.

Mrs. Alvarez explained what the administrative fees are comprised of, labor fees, fuel, vehicle maintenance, copying, postage and everything from the initial inspection to the filing of an invoice.

VII. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 6:00 P.M.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

FEBRUARY 24, 2014

A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, FEBRUARY 24, 2014 IN THE HONORABLE ROBERT H. ALCORN COMMISSION CHAMBERS 200 EAST KLEBERG AVENUE AT 6:00 P.M.

CITY COMMISSION PRESENT:

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

CITY STAFF PRESENT:

Vincent J. Capell, City Manager
Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
Deborah Balli, Finance Director
Joey Reed, Fire Chief
Bill Donnell, Asst. Public Works Director
Marco Jimenez, Water Superintendent
Emilio Garcia, Health Director
Charlie Cardenas, Public Works Director/City Engineer
Bob Trescott, Tourism Director
Robert Isassi, Director of Planning & Development Services
Diana Gonzales, Human Resources Director

I. Preliminary Proceedings.

OPEN MEETING

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

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

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

MINUTES OF PREVIOUS MEETING(S) – Required by Law

NONE.

Mayor Fugate asked if there is no objection from the Commission or staff, he would like to move Reports from Commission and Staff before beginning the public hearings. No objections were raised by Commission or staff.

Mrs. Courtney Alvarez, City Attorney reported that the next City Commission meeting is scheduled for Monday, March 10, 2014. She further reminded staff that the deadline to submit items for the March 10th meeting is Friday, February 28, 2014. Mrs. Alvarez reported that there is no action needed on Public Hearing #5 and on agenda item #7 due to property owner signing a voluntary demolition condemnation today.

Commissioner Leubert asked for Ms. Diana Gonzales, Human Resources Director to explain the process of evaluation done by Commission. Leubert further stated that she would like to postpone the evaluation scheduled for tonight's meeting until further notice.

Ms. Gonzales stated that Commissioner Leubert has requested the evaluations of the City Manager, City Attorney, and Municipal Court Judge to be initiated. Gonzales further stated that blank evaluations were sent out to Commission, but did give a date for evaluations to be returned. She stated that the actual evaluation form there has a process that each Commissioner and Mayor will complete the evaluation forms sign it and return to the City Secretary by a certain date indicated. Ms. Gonzales further stated that after a conversation with Commissioner Leubert, a due date of March 3rd was set to return evaluations so they could be compiled and submitted back to Commission by March 5th for their review. Ms. Gonzales further stated that with this new timeline, each of the three evaluations would be moved one meeting.

Mayor Fugate asked when the last time the City Commission evaluated anybody was. Commissioner Garcia responded that the last evaluation was done last year.

Commissioner Luebert asked Mrs. Alvarez, that on agenda item #20, Executive Session, does the Commission take no action. Mrs. Alvarez's respond was yes.

Mayor Fugate presented the Because You Care Award to Cecilio Obregon. A proclamation was also presented for National Engineers Week to Charlie Cardenas, Robert Isassi, and Homer Castillo. Mayor Fugate recognized Boys Scouts Troop #385 who was present to observe tonight's meeting.

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

1. Public hearing regarding request for an alcohol variance for a Wine and Beer Retailer's Off-Premise Permit for the establishment known as The Garage located at 1026 E. Lott. St. (Director of Planning & Development Services).

Mayor Fugate announced and opened this public hearing at 6:13 p.m.

Mr. Robert Isassi, Director of Planning & Development Services reported that this is a request for an alcohol variance for a Wine and Beer Retailer's Off-Premise Permit. This address is located within a 1,000ft of a public school. Required notices have been sent to the property owners within 300ft. A public hearing notice was placed in the newspaper on February 9, 2014. No concerns were received from the property owners and or citizens that have been notices.

No further discussion or comments were made on this item. Mayor Fugate closed this public hearing at 6:14 p.m.

2. Public hearing regarding request for an alcohol variance for a Wine and Beer Retailer's Permit for the establishment known as Pizza Hut located at 1330 14th St. (Director of Planning & Development Services).

Mayor Fugate announced and opened this public hearing at 6:14 p.m.

Mr. Isassi reported that this is a request for an alcohol variance for Pizza Hut. This establishment already has a license to serve alcohol. The establishment recently did a check of their licenses and discovered that their current license was for the sale of mix drinks rather than the sale of standard beer and wine. Isassi further stated that when the time came to renew their license it was discovered that their application had been filled out incorrectly. This is basically correcting the issue to sale beer and wine on the premises.

No further discussion or comments were made on this item. Mayor Fugate closed this public hearing at 6:16 p.m.

3. Public hearing regarding condemnation proceeding for structures located at 324 E. Henrietta, Kingsville, Texas. (Director of Planning & Development Services).

Mayor Fugate announced and opened this public hearing at 6:16 p.m.

Mr. Isassi reported that this property has been inspected multiple times since 2012. Notices were mailed out to the property owners since 2012 through 2014. This property has no back taxes owed. Isassi further reported that this structure is of disrepair and has recently learned children are entering and vandalizing the structure. This condemnation is for the removal of the structure located in the back only.

Commissioner Garcia asked if city crews will be accessing the property through the front or through the alley. Mr. Isassi stated that access will be done through the alley to avoid getting on to the property located in the front.

No further discussion or comments were made on this item. Mayor Fugate closed this public hearing at 6:18 p.m.

4. Public hearing regarding condemnation proceeding for structures located at 501 ½ W. Avenue D, Kingsville, Texas. (Director of Planning & Development Services).

Mayor Fugate announced and opened this public hearing at 6:18 p.m.

Mr. Isassi reported that this structure has been on the condemnation list since September 2013. Isassi further stated in September, property owner Mr. Hodge came in and spoke with Isassi regarding this structure. Isassi asked Mr. Hodge to seek the advice of an engineer on how to structurally repair the issues with the housetop being crooked. Mr. Isassi further stated that Mr. Hodge was told to make an attempt on fixing the stairs level and the front porch. Isassi stated that Mr. Hodge has not complied with any of the issues mentioned as of today. The structure is leaning over with doors being unsecured. The Building Official has signed off on the inspections and deems the structure to be an unsafe structure.

Commissioner Garcia asked if the structure has utility services connected to the structure. Mr. Isassi responded that he is not sure if there are utility services being provided to the structure.

Mr. Claude Hodge, property owner, stated that he sold this property through owner finance to someone and has just received property back about nine months ago. He further stated that within those nine months, he sold the property a second time. The individual who was to purchase this property was told by a neighbor, who works for the City that the structure was going to be torn down without having any hearings. The buyer then filed in small claims courts which tied up the property and Mr. Hodge was unable to make any improvements to property. Mr. Hodge stated that he has a scope of work and plans on doing the labor work himself.

No further discussion or comments were made on this item. Mayor Fugate closed this public hearing at 6:24 p.m.

5. Public hearing regarding condemnation proceeding for structures located at 629 E. Lee, Kingsville, Texas. (Director of Planning & Development Services).

No action taken by Commission due to property owner signing voluntary demolition papers.

6. Public hearing regarding condemnation proceeding for structures located at 619 W. Warren, Kingsville, Texas. (Director of Planning & Development Services).

Mayor Fugate announced and opened this public hearing at 6:24 p.m.

Mr. Isassi reported that this property has been inspected since November 2013. Notices have been sent to the property owner and followed up with an inspection by the Building Official. The Building Official has determined this building to be unsafe and of serious disrepair.

Commissioner Garcia asked if this property has been rented in the past. Mr. Isassi stated that this property has not been rented in the last four years.

No further discussion or comments were made on this item. Mayor Fugate closed this public hearing at 6:25 p.m.

7. Public hearing regarding condemnation proceeding for structures located at 715 E. Richard, Kingsville, Texas. (Director of Planning & Development Services).

Mayor Fugate announced and opened this public hearing at 6:25 p.m.

Mr. Isassi reported that this property has been inspected since 2012. Notices were mailed to the property owner since May 2012. Isassi stated that this property has severe roof and wall issues. The property owner is behind in property taxes. The structure is unsecured and staff has not received a response from the property owner.

Mayor Fugate stated that staff did receive a response from the property owner sister which stated that they are unable to come up with the funds to begin repairs to this structure.

Mr. Jose Elias Gutierrez, Mathis, TX commented that in 2004, the roof was replaced on this structure. He stated that he has been maintaining the yard and has painted the structure. Gutierrez further stated that in 2012, the City Inspector told him to board up the structure. He further stated that after moving to Mathis, the city had a change in inspectors, which he never heard back from. Mr. Gutierrez stated that he would like the opportunity to repair this property and bring it up to code.

Commissioner Garcia asked Mr. Gutierrez if he is the property owner of this structure. Mr. Gutierrez stated that this property is under a family estate, but he is currently paying the property taxes.

No further discussion or comments were made on this item. Mayor Fugate closed this public hearing at 6:30 p.m.

III. Reports from Commission & Staff.² (City Manager's Staff Report Attached).

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

IV. Public Comment on Agenda Items³

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

Claude Hodge, 315 E. Lee stated that he has spent \$2,400 into the property located at 501 ½ W. Ave. D and is requesting an extension to allow him to bring the property up to code.

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.

Mayor Fugate asked for a motion to approve the consent agenda as presented.

Motion made by Commissioner Garcia to approve the consent agenda as presented, second by Mayor Fugate. The motion was passed and approved by the following vote: Garcia, Leubert, Pena, Fugate voting "FOR". Pecos "ABSTAINED".

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

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

1. Motion to approve final passage of an ordinance amending the fiscal year 2013-2014 budget for the General Fund to provide funding for ½ the purchase costs needed for the Kleberg County Veteran's Service Office to acquire a van with ADA specifications. (Finance Director).

2. Motion to approve resolution authorizing the release of Chapter 59 Funds of the Kingsville Police Department for donation to the Boy Scouts of America for Drug Abuse Prevention Programs. (Chief of Police).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

3. Consider request for an alcohol variance for a Wine and Beer Retailer's Off-Premise Permit for the establishment known as The Garage located at 1026 E. Lott. St. (Director of Planning & Development Services).

Motion made by Commissioner Pecos to approve this alcohol variance for a Wine and Beer Retailer's Off-Premise Permit, seconded by Commissioner Garcia. The motion was passed and approved by the following vote: Leubert, Pecos, Pena, Garcia, Fugate voting "FOR".

4. Consider request for an alcohol variance for a Wine and Beer Retailer's Permit for the establishment known as Pizza Hut located at 1330 14th St. (Director of Planning & Development Services).

Motion made by Commissioner Pena to approve this alcohol variance for a Wine and Beer Retailer's Permit, seconded by Commissioner Pecos. The motion was passed and approved by the following vote: Pecos, Pena, Garcia, Leubert, Fugate voting "FOR".

5. Consider condemnation of structures located at 324 E. Henrietta, Kingsville, Texas. (Director of Planning & Development Services).

Mrs. Alvarez stated that the Commission can decide to involuntarily condemn it tonight but the property owner has the opportunity after it's condemn tear it down himself, if property owner does not comply within the 30 days given, the City will demolish the property and bill the property for work done.

Motion made by Commissioner Pecos that findings not able to repair, building or structure is unsafe; and present condition is a violation of ordinances; and cannot be corrected without substantial reconstruction; and declare the building or structure to be a public nuisance and order its demolition by owner/agent/person in charge within 30 days. City shall abate in any manner it deems necessary and proper, seconded by Commissioner Pena. The motion was passed and approved by the following vote: Pena, Garcia, Leubert, Pecos, Fugate voting "FOR".

6. Consider condemnation of structures located at 501 ½ W. Avenue D, Kingsville, Texas. (Director of Planning & Development Services).

Commissioner Leubert asked the property owner for a timeline to get this property up to code. Mr. Hodge's response was that he needs three months to bring this property up to code. Leubert asked Mr. Isassi what is the normal time frame staff usually gives property owners to do the repairs. Mr. Isassi responded that the normal time frame is three months.

Commissioner Garcia asked if the property owner has sufficient funds to repair the property within the ninety day period. Mr. Hodge responded that he has appropriate fund to put into this property for repairs.

Mayor Fugate stated that property owners don't realize how much work staff puts into with inspections, letters to property owners and taking pictures. Fugate further stated that he doesn't recall the last time that the Commission authorized an extension to a property owner who all along had the funds to repair the property and bring up to code.

Mr. Hodge stated that due to the property being held up in small claims court therefore he was unable to begin any repairs.

Motion made by Commissioner Pecos to allow property owner the additional ninety days to repair this property.

Mayor Fugate suggested that the Commission not take any action on this condemnation.

Commissioner Pecos withdrew his motion.

7. Consider condemnation of structures located at 629 E. Lee, Kingsville, Texas. (Director of Planning & Development Services).

8. Consider condemnation of structures located at 619 W. Warren, Kingsville, Texas. (Director of Planning & Development Services).

Motion made by Commissioner Pecos that findings not able to repair, building or structure is unsafe; and present condition is a violation of ordinances; and cannot

be corrected without substantial reconstruction; and declare the building or structure to be a public nuisance and order its demolition by owner/agent/person in charge within 30 days. City shall abate in any manner it deems necessary and proper, seconded by Commissioner Garcia and Commissioner Pena. The motion was passed and approved by the following vote: Leubert, Pecos, Pena, Garcia, Fugate voting "FOR".

9. Consider condemnation of structures located at 715 E. Richard, Kingsville, Texas. (Director of Planning & Development Services).

Mr. Gutierrez stated that he would like an extension from the Commission to allow him to repair and bring up this property to code. Gutierrez further stated that the last time someone lived in this property was in 2004.

Mr. Gutierrez stated there are other properties on this block that also need to be looked into by the city inspector. Gutierrez stated that he is current on the property taxes.

Commissioner Pecos recommended giving Mr. Gutierrez additional time to bring this property up to code.

Mayor Fugate stated that the Commission will allow the property owner ninety days to bring this property up to code. Fugate further stated that if property is not brought up to code within the allowed time, he would like for this property to be brought back to Commission.

No action taken.

10. Consider approval of re-plat of Lot 1, Block 1, Kingsville Plaza, a 7.77 acre plat located at 1814 S. Brahma Blvd. (Director of Planning & Development Services).

Mr. Isassi reported that this is a request for approval of a 7.77-acre plat located at 1814 S. Brahma Blvd. and designated as Kingsville Plaza. The petitioner is requesting plat approval of the Kingsville Plaza replat to create two plats for the purpose of a property sale between the existing owner, Alpha Lake, Ltd. and Coastal Ben College. This plat was reviewed by the Director of Planning and Development Services as well as reviewed and recommended for approval by the Planning and Zoning Commission who met on February 12, 2014. The Planning & Zoning Commission approved the request by a vote of 7-0.

Motion made by Commissioner Pena to approve the re-plat, seconded by Commissioner Leubert.

Commissioner Garcia asked if there are any encroachments on easements. Mr. Isassi responded stated that everything stayed the same.

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

11. Consider acceptance of KKB funds from fundraising and donations for community beautification projects. (Director of Planning & Development Services).

Mr. Isassi reported that the Keep Kingsville Beautiful held the "Fill the Flower Pot" fundraiser on February 1, 2014. Keep Kingsville Beautiful raised \$396.65 at this event. T-shirts were also sold, which brought in \$26.00 with an additional donation of \$25.00 which was submitted from a local business supporter. The total amount raised was \$446.65 for various beautification projects.

Motion made by Commissioner Leubert to accept the KKB funds from fundraising and donations, seconded by Commissioner Garcia, Commissioner Pecos, and

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

12. Consider acceptance of a grant of \$5,000 from the Union Pacific Foundation for community beautification projects. (Director of Planning & Development Services).

Mr. Isassi reported that Keep Kingsville Beautiful was awarded a \$5,000 grant from Union Pacific for beautification projects. Keep Kingsville Beautiful has several projects underway such as a pavilion and playground equipment revitalization at Flato Park, landscaping and/or tree planting near the County's Fire Risk sign on 14th Street and participation with a landscaping project at the Library. These funds will be used for the aforementioned projects.

Motion made by Commissioner Garcia to approve the acceptance of a grant of \$5,000 from Union Pacific Foundation, seconded by Commissioner Leubert. The motion was passed and approved by the following vote: Pecos, Pena, Garcia, Leubert, Fugate voting "FOR".

13. Consider introduction of an ordinance amending the Fiscal Year 2013-2014 Budget for Fund 001 the General Fund to assist with the renovation of the T45 Jet in Dick Kleberg Park in partnership with Kleberg County. (Finance Director).

Mrs. Deborah Balli, Finance Director reported that this is for a project that was budgeted for last fiscal year but was not completed. The amounts was \$564 for materials \$8,400 for labor for a total cost of \$8,964, so half of this cost would be \$4,482 which will require a budget amendment from last year's fund balance.

Mayor Fugate asked Susan Ivy, Parks Director when the work will be done. Ms. Ivy's response was that the prep work has been completed and they're at the point to start the sanding and painting which should begin this week. Ivy further stated that paint is being purchased which approved by the County Commissioners and also discussed with the City Manager. Workers are working with staff at NAS Kingsville for the proper coding for the paint colors for the ensigna's that are on the plane.

Introduction item only.

14. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances Chapter IX, General Regulations, Article 7, Sections 9-7-1 through 9-7-6, providing for adoption of the International Property Maintenance Code, additions and amendments to said code, prohibited acts, and administrative fees. (Director of Planning and Development Services).

Mr. Isassi reported that over the past several years, the City of Kingsville has continued to pursue innovative and effective ways to address community appearance and property maintenance needs through fair and consistent enforcement. Throughout this time, the existing nuisance codes were used as a toll to educate and carry out this mission. He further stated that as the environment continues to evolve, the codes are required to evolve as well. Staff, with the assistance of an independent consultant, identified the necessity to adopt the International Property Maintenance Code which is created by the International Code Council.

Introduction item only.

Mayor Fugate asked if anyone on the Commission had any objection to mover agenda item #21 before agenda item #15. No objections were made by the Commission.

15. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances Chapter XV, Land Use, Article 3, Section 57, providing for street trees. (Director of Planning and Development Services).

Mr. Isassi stated that this ordinance is adding a warranty period for new subdivision to warranty the trees planted within city right-of-way. After two years that the trees are planted, they are responsible for the maintenance of the tree and/or replacing it if it dies.

Introduction item only.

16. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances Chapter XV, Land Use, Article 6, adopting Section 26-Home Occupations. (Director of Planning and Development Services).

Mr. Isassi stated that this spells out what you can and cannot do. The rules are for the limitations of performance standards for home occupations. Isassi further stated that there was some discussion of omitting one of the prohibited ones, being the massage services. Isassi stated that this item will be looked at on a case by case basis. He further stated that this will leave the opportunity for someone who is pursuing this, to not make an obstacle for them to do it if they're legitimate. If an issue is foreseen, staff will then get involved.

Introduction item only.

17. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances Chapter XV, Land Use, Article 6, Section 92, changing rear yard regulations for accessory buildings. (Director of Planning and Development Services).

Mr. Isassi stated that in Section 15-6-92 (B)(4) he is requesting to remove the a portion of the sentence which states, and the rear yard does not abut an alley.

Introduction item only.

18. Consider introduction of an ordinance authorizing the acceptance of three deeds from the Kingsville Independent School District for land near the Old High School building and authorizing the City Manager to execute any documents necessary for this transaction. (City Attorney).

Mayor Fugate stated that this will give the City the property surrounding the proposed new city hall. These properties include the old gym, cottage, and property north which is adjacent to the gym.

Mrs. Alvarez stated that there was an agreement that the Commission approved and entered with the Kingsville Independent School District for the exchange of certain services for the properties. She further stated that the School District has already met their legal compliance issue with regards to the notice and the public hearing and action item on two of the pieces of property that they are considering a donation, and the one piece of property that they're giving as part of the agreement.

Mayor Fugate asked that once this is approved, the transaction will occur. Mrs. Alvarez's response was yes.

Introduction item only.

19. Consider introduction of an ordinance amending the Code of Ordinances of the City of Kingsville, Texas, Chapter VII ("Traffic Code"), to add new Article 9-Wireless Telecommunication Devices that would create restrictions on the use of wireless telecommunication devices while driving; creating an offense. (City Attorney).

Mrs. Alvarez stated that the passage of this ordinance will prohibit the use of any cell phone in a motor vehicle unless a speaker system or a hands free device is used. Alvarez stated that after researching other city ordinances, an ordinance was drafted up to suit our city. The State already has a statute in place that prohibits anyone under the age of 18yrs. to operate a vehicle while using a wireless device.

Mayor Fugate asked for the estimated cost to place signs at every entry to our City. Mr. Bill Donnell, Assistant Public Works Director reported that the estimated cost is \$3,500, worst case scenario.

Mrs. Alvarez stated that the where the ordinance talks about being parked, you have to be physically be parked to be able to use a cell phone. Mrs. Alvarez further stated that if approved by Commission, enforcement would begin on May 1, 2014. This will allow the public to be educated and allow city crews to install the signs.

Introduction item only.

20. Executive Session: Pursuant to Section 551.074, of the Texas Open Meetings Act, the City Commission shall convene in executive session to deliberate the evaluation & duties of the City Attorney. (Commissioner Leubert).

21. Consider authorizing the City Manager to enter into letter agreement for drainage pipe at Schubert Property to alleviate BASH hazard, which serves a public purpose. (Director of Planning & Development Services).

Mr. Isassi stated that this is in reference to an existing body of standing water located on a 37.56 acre lot. As iterated to the owner in the past, NAS-Kingsville has requested that the Joint Airport Zoning Board (JAZB), a City/County zoning and enforcement board, address the standing water as it presents an attraction to birds that could potentially come into contact with passing aircraft. After discussion with the property owner's representative, the City has resolved to abate the issue by installing a drainage pipe from the standing water to a nearby ditch that flows to an adjacent creek. Citing no liability by any party, the owner and City have agreed to drain the standing water. The City further agreed to install an 18" high-density polyethylene pipe between the pond and ditch, sloped to drain. The owner will be responsible for allowing the free flow of water pit to the ditch with a long-term plan to fill the pit and keep it dry. Isassi further stated that this proposed solution was heard by the JAZB on February 6, 2014 and agreed upon as a viable solution. The City's Public Works Department has estimated that the City labor, material and equipment to drain the pit will cost \$7,765.23. City Staff is requesting Commission approval to perform this work for the security of the mission of NAS-Kingsville which as doing so serves public purpose by reducing the risk of aircraft accidents due to bird attractants.

Mayor Fugate asked if there would be a need for a budget amendment. Mr. Isassi responded that a budget amendment would be required.

Commissioner Garcia that there was an agreement that he read stating that the property owner was supposed to cover the pit. Mr. Isassi stated that a long term solution would be to work with the property owner, who has already agreed to work with the City on any material that may need to be dumped.

Motion made by Commissioner Pena to authorize the City Manager to enter into the letter agreement for drainage pipe at Schubert property, seconded by Commissioner Leubert. The motion was passed and approved by the following vote: Garcia, Leubert, Pecos, Pena, Fugate voting "FOR".

VII. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 7:16 P.M.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

PUBLIC HEARING(S)

PUBLIC HEARING #1

ORDINANCE 2014-_____

AMENDING THE ZONING ORDINANCE BY CHANGING THE ZONING MAP IN REFERENCE TO LOTS 17-26, (MOBILE HOME PARK), BLOCK 7, HOFFMAN SUBDIVISION KNOWN AS 210 E. MILLER FROM R1-SINGLE FAMILY RESIDENTIAL DISTRICT TO C4-COMMERCIAL BUSINESS DISTRICT; AMENDING THE COMPREHENSIVE PLAN TO ACCOUNT FOR ANY DEVIATIONS FROM THE EXISTING COMPREHENSIVE PLAN; AND PROVIDING FOR PUBLICATION.

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

WHEREAS, with proper notice to the public, public hearings were held on Wednesday, February 26, 2014 during a meeting of the Planning and Zoning Commission, and on Monday, March 10, 2014 during a meeting of the City Commission, at City Hall, in the City of Kingsville, during which all interested persons were allowed to appear and be heard; and

WHEREAS, the Planning & Zoning Commission by a 5-0 vote approved the requested rezone; and

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

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

SECTION 1. That the Zoning Ordinance of the City of Kingsville, Texas, is amended by changing the zoning of Hoffman Subdivision, Block 7, Lots 17-26, known as 210 E. Miller (a Mobile Home Park) from R1-Single-Family Residential District to C4 Commercial District, as more specifically described on the Zone Change Map, attached as Exhibit A.

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

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

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

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

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

INTRODUCED on this the 10th day of March, 2014.

PASSED AND APPROVED on this the 24th day of March, 2014.

THE CITY OF KINGSVILLE

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED:

Courtney Alvarez, City Attorney

PLANNING & ZONING COMMISSION AGENDA

Wednesday, February 26th, 2014, 6:00 p.m.

Regular Meeting

Honorable Robert H. Alcorn Commission Chambers,
1st Floor – City Hall, 200 E. Kleberg Ave., Kingsville, Texas

PLANNING & ZONING COMMISSION SEATING ARRANGEMENT

COMMISSION MEMBERS

Robert McCreight
Rudy Galvan
Debbie Tiffie
Bill Aldrich

Steve Zamora,

Chairman

COMMISSION MEMBERS

Lupe Alvarez
Albert Garcia
Raymond Perez
Tom Dock

CITY STAFF

Jessica Storck,
Secretary

Robert G. Isassi, P.E.
Director of Planning
& Development
Services

The following rules of conduct have been adopted by this Commission:

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

A COPY OF CHAPTER 15 "LAND USAGE", FROM THE CITY OF KINGSVILLE CODE OF ORDINANCES, IS AVAILABLE.

AGENDA

- CALL TO ORDER
- ROLL CALL
- APPROVAL OF MINUTES OF REGULAR MEETING – February 12, 2014
- PUBLIC COMMENTS FOR ALL AGENDA & NON-AGENDA ITEMS
- POSTPONEMENTS/ADJUSTMENTS TO THE AGENDA
- OLD BUSINESS – *None*
- NEW BUSINESS


ITEM #1 Bill Cumberland, Owner - Requesting the approval of a rezoning from single-family residential (R1) to a commercial district (C4) of property located at Hoffman, Block 7, Lot 17-26, (Mobile Home Park), also known as 210 E Miller.

- **MISCELLANEOUS:** Any topic may be discussed but no action may be taken at this time;
- **ADJOURNMENT**

Please call the CITY SECRETARY at 595-8003 to obtain definitive and final City Commission Hearing Date.

It is the intention of the City of Kingsville to comply in all aspects with the Americans with Disabilities Act (ADA). If you plan on attending a meeting to participate or to observe and need special assistance beyond what is routinely provided, the city will attempt to accommodate you in every reasonable manner. Please contact the Planning Secretary, 361-595-8055, at least two business days prior to the meeting to inform the City of your specific needs and to determine if accommodation is feasible.

I certify that this agenda was posted at least seventy-two (72) hours before the commencement of the Planning and Zoning Commission Meeting scheduled for Wednesday, February 26th, 2014.



Robert G. Isassi, P.E.
Director of Planning & Development Services

Posted
@ _____
On _____
By _____

Staff Report to the PLANNING & ZONING COMMISSION and CITY COMMISSION

By the Planning & Development Services Department, Planning Division
for the City of Kingsville, Texas

Request: **CONSIDER APPROVAL OF A CHANGE IN ZONING REQUEST
OF THE HOFFMAN SUBDIVISION, BLOCK 7, LOTS 17-26 FROM
SINGLE FAMILY RESIDENTIAL (R1) DISTRICT TO
COMMERCIAL (C4) DISTRICT.**

Petitioner & Agent: Bill Cumberland, Property Owner
Date of P&Z Hearing: February 26th, 2014.

Comprehensive Plan Land Use:	C4 Requested <i>*Public Notice mislabeled the request to C2*</i>
Existing Zoning Classification:	R1
Adjacent Zoning:	North: R1 South: C4 East: R1 West: C4

EXISTING INFRASTRUCTURE

Transportation:	Property is between adjacent to existing residential streets Miller & 7 th St.
Community Facilities:	Services provided
Capital Improvements:	Existing empty lot, pending sale with adjacent owner.
Fire Station Proximity:	1.3 driving miles
100 Year Floodplain:	The property is not within the 100-year floodplain. The subject site is located within Flood Zone "C". The areas of minimal flood hazard, which are the areas outside the Special Flood Hazard Area (SFHA) and higher than the elevation of the 0.2-percent-annual-chance flood, are labeled Zone C or Zone X.

EXHIBITS PRESENTED

- Chapter 15 of the Kingsville Code of Ordinances (present at the meeting)
- City of Kingsville Master Plan (present at the meeting)
- City of Kingsville Comprehensive Housing Plan
- Site Plan
- Application for major preliminary subdivision plat
- Mailing list of owners within 200 feet

BACKGROUND AND HISTORY

The petitioner is requesting a zoning district change from R1 to C4 to facilitate the sale of the property to the adjacent property owner located directly west of Lot 26 for the purpose of increasing the lot size of the adjacent auto sale business. In order for the auto sale business to expand, these lots would be required to change from the existing R1 to C4. The existing property

has traditionally been utilized as a mobile home park which was grandfathered in when zoned as R1.

FIELD INSPECTION AND PERTINENT DATA

These lots were traditionally a mobile home park for 30+ years. The lots were more recently noticed by code enforcement to be abated. The owner subsequently decided to demolish the remaining mobile homes and level the lots. Now that these lots have been cleared, Mr. Cumberland has agreed to the potential sale of the property to his neighbor on the west with the condition that it is rezoned to C4, prior to sale, to ensure that the property use of an auto sales lot will meet the allowable land use.

STAFF REVIEW AND RECOMMENDATION

In general, Planning and Zoning Commission considers the following factors when making a recommendation on Zoning District Changes:

1. Whether the proposal is in conformance with the goals and policies contained in all elements of the 2008 Master Plan.
2. Whether the proposal is in keeping with the purpose of the zoning districts.
3. Whether the proposal is detrimental to the public health, safety and welfare.
4. Whether the proposal is detrimental to existing or potential adjacent land uses.
5. Whether the proposal will generate traffic levels inappropriate, hazardous, or detrimental to the existing or potential nearby land uses.

Staff recommends **APPROVAL** of this request with the following findings:

1. The proposal is in conformance with the goals and policies contained in all elements of the 2008 Master Plan. The Master Plan's Growth Strategy and Policies on Chapter 2 – Growth Capacity, Page 10, states that “development should be encouraged first within the City Limits” so as to minimize costs to utility growth so that public infrastructure is not extended until there is a net fiscal benefit for doing so.
2. The proposal is in keeping with the purpose of the zoning districts. The rezone will simply extend the existing C4 commercial district to 7th Street, identical to the C4 area across Miller Avenue.
3. The proposal is not detrimental to the public health, safety, and welfare.
4. The proposal is not detrimental to existing or potential adjacent land uses.
5. The proposal will not generate inappropriate, hazardous, or detrimental traffic levels in the existing or nearby area.

The Planning Department has evaluated the request and can find no issues with it. It is within the Master Plan concept and will allow for the growth of business along 6th Street.

Prepared by: Robert G. Isassi, P.E.
Robert G. Isassi, P.E.
Director of Planning & Development Services

Feb. 26, 2014

CITY OF KINGSVILLE
PLANNING AND ZONING DIVISION
MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 210 E. Miller Nearest Intersection 7th & Miller
(Proposed) Subdivision Name _____ Lot 17-26 Block 7
Legal Description: Hoffman, Block 7, Lot 17-26
Existing Zoning Designation R1 Future Land Use Plan Designation C4

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent WA Cumberland Jr Phone 228-2104 FAX _____
Email Address (for project correspondence only): _____
Mailing Address 1029 Hall City Kingsville State Tx Zip 78363
Property Owner WA Cumberland Phone 228-2104 FAX _____
Email Address (for project correspondence only): _____
Mailing Address _____ City _____ State _____ Zip _____

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

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

Please provide a basic description of the proposed project: Request to Rezone
from R1 to C4

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

Applicant's Signature: WA Cumberland Jr Date: 1-16-14

Property Owner(s) Signature: WA Cumberland Jr Date: 1-16-14

Accepted by: Jessica Fox Date: 1-16-14

Application Check List for a Re-Zoning

The following must be submitted prior to the application deadline. Otherwise, the application will be deemed incomplete and may result in unnecessary delays: (Please ✓ when complete)

- Site and landscape plans: 1 full size and 15 - 11"x17" reductions (copies from PMT reduction)
- ☒ 1. A written description of the requested zoning district and the proposed use.
 - ☒ 2. A site plan showing the location, dimension, material and configuration of all existing buildings, structures and other improvements.
 - ☒ 3. The lot size in square feet and the dimensions thereof.
 - ☒ 4. The land uses surrounding the lot(s) for which site plan approval is being sought.
 - ☒ 5. The zoning on the lots and parcels surrounding the lot(s) for which site plan approval is being sought.
 - ☒ 6. Such additional information as the city planner may deem pertinent and essential to the application.

Please note that this process can take up to 100 days.

#1. Requesting rezone from R1 to C2 for the purpose of constructing a car parking lot.

08/11

#2. see attached.

#3. see attached. (Hoffman Addition)

#4. Land Use

To the West. - C2 - commercial auto sales

To the North - C2 commercial printing co.
(behind this lot)

Air Serve Printing
Ibrey & Son's

To East. - R1 Homes
(across street)

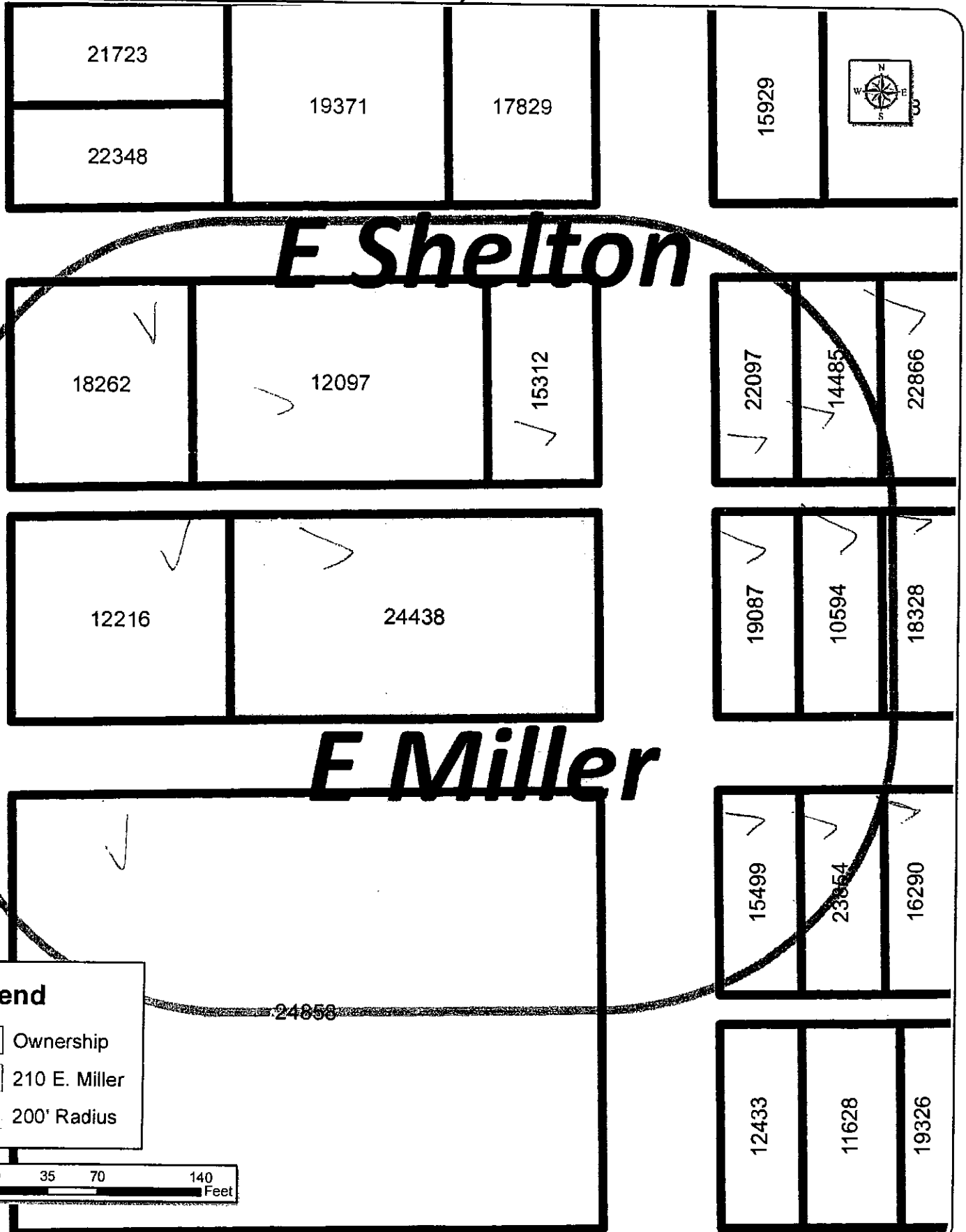
To South. - Elk's Lodge (rear parking lot) (C2)

#5. see #4.

#6. N/A



200 ft. radius of 210 E. Miller



Document Path: N:\Engineering\GIS Techs\MAPS\MAP_DOCUMENTS\Arc_City_Base_Map_8.5x11.mxd

Page 1/1	Drawn By: D. Herrera	<p>DISCLAIMER</p> <p>THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.</p>	<p>CITY OF KINGSVILLE</p> <p>ENGINEERING DEPARTMENT</p> <p>200 East Kleberg</p> <p>Kingsville, Texas 78363</p> <p>Office: 361-595-8005</p> <p>Fax: 361-595-8035</p>
	Last Update: 1/17/2014		
	Note:		



Planning Department

TO: Vince Capell, City Manager

FROM: Robert G. Isassi, P.E., Director of Planning & Development Services

SUBJECT: Rezone Approval Request – 210 E. Miller

DATE: March 3, 2014

Reference is made to a request for approval of a change in zoning request of Lots 17-26, Block 7 of the Hoffman subdivision addressed as 210 E Miller. The owner, Bill Cumberland, is requesting a zoning district change from Single-Family Residential (R1) to Commercial (C4) District in order to facilitate the sale of property to the adjacent property owner zoned as C4. The adjacent property owner plans to purchase the property after Mr. Cumberland has finalized the rezone to C4 and expand his car sales business.

A field inspection of these lots shows that this property was traditionally a mobile home park, and had been for over 30 years. The lots were more recently noticed by code enforcement and required them to be abated. The owner subsequently decided to demolish the remaining mobile homes and level the lots.

This rezone request was reviewed by the Director of Planning and Development Services as well as reviewed and recommended for approval by the Planning and Zoning Commission at a meeting on February 26th, 2014. The Planning Director recommended approval of the rezone based on the adjacent zoning around the area and noted that a majority of the property, east of 7th St. was either already C4 or other commercial businesses. The proposed future use of expanding the adjacent car lot would not be detrimental to nearby businesses nor residents and is in conformance with the Master Plan's growth strategies.

In the meeting, it was conveyed that there was no opposition to the rezone request and the Planning and Zoning Commission voted to approve the request by a vote of 5-0. City Staff agrees with the Planning & Zoning Commission's findings and recommends APPROVAL of this request by City Commission.

CONSENT AGENDA

AGENDA ITEM #1

ORDINANCE NO. 2014-

AN ORDINANCE AMENDING THE FISCAL YEAR 2013-2014 BUDGET FOR FUND 001 THE GENERAL FUND TO ASSIST WITH THE RENOVATION OF THE T45 JET IN DICK KLEBERG PARK IN PARTNERSHIP WITH KLEBERG COUNTY.

WHEREAS, this item was approved in Fiscal Year 2012-2013 via Ordinance No. 2013-24 on May 28, 2013 and we were recently advised the project was not completed that fiscal year; and

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 2013-2014 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT REVENUES AND EXPENSES
BUDGET AMENDMENT

Dept. No.	Department Name:	Account Name:	Account Number:	Budget Increase	Budget Decrease
Fund 001	General Fund				
Capital					
2-	Unreserved Fund Balance		610.02	<u>\$4,482</u>	
				<u>\$4,482</u>	
Expense					
5-450.0	Parks Department	Prof. Services - Jet Rehab.	521.00	<u>\$4,482</u>	
				<u>\$4,482</u>	

[To provide funding for up to half of \$8,964 to assist with the renovation of the T45 Jet in Dick Kleberg Park. This is contingent with Kleberg County paying the other half of the proposed costs. The City and County are to share equally in the cost of the project. This budget amendment had previously been approved but the funds were not expended in the prior fiscal year.]

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 24th day of February, 2014.

PASSED AND APPROVED on this the 10th day of March, 2014.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

Mark Rushing

From: Susan Ivy <sivy@klebergpark.org>
Sent: Wednesday, May 08, 2013 3:32 PM
To: Vincent J. Capell; Mark Rushing; Tony Ramirez
Subject: city comm may 13 2013 request for jet assistance
Attachments: city comm may 13 2013 request for jet assistance.docx; Plane Project (2).docx

Attached you will find our formal request for funding assistance along with a revised quote. The only revision to the quote is that it has the TOTAL LABOR AND MATERIALS FIGURE AT THE BOTTOM.

Thanks

Susan

Phase I

Labor \$200

Power Wash Plane

* Is there a company volunteering to power wash?

Bucket Truck

Phase II- Repairs

Labor \$2300

Tie Down- The Navy can assist with the tie downs on the plane.

Bucket Truck

* Repairs will be made with BONDO.

<u>Materials:</u>	
Bondo	\$20
Sandpaper	\$ 50
Tyvek Suits	Gagne Checking
Air Compressor	
Sander	No Charge

Phase III - Prime and Paint

Labor \$5900

* Scaffolding \$15 per square/ week

5 squares X 2 weeks = \$150.00

Sand, Power wash, Prime, Power Wash, Tape, Paint

<u>Materials:</u>	
Sander	No Charge
Air Compressor	
Sand Paper	Listed Above
Power Washer	
Primer	\$92
Tape	\$60
Brushes	\$40
Rollers	\$32
Paint	\$120

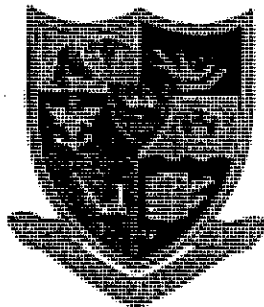
Materials : \$564.00 (Estimate)

Labor: \$8400.00 (Estimate)

\$6000.00 (If volunteers are available to assist)

TOTAL LABOR & MATERIALS \$8964.00

KLEBERG COUNTY PARKS & RECREATION



P. O. Drawer 512
Highway 77 & Escondido Road
Kingsville, Texas 78364
Phone 361-595-8591
Fax 361-595-8596
www.klebergpark.org

May 8, 2013

City Manager
City of Kingsville
P.O. Box 1458
Kingsville, Texas 78364

Re: Dick Kleberg Park T45 Jet Renovation Project

Mr. Capell,

The Kleberg County Commissioners approved on the May 6, 2013 County Commission Agenda:

Item #10 Appropriation of funding to assist with the renovation of the T45 Jet in Dick Kleberg Park in partnership with the City of Kingsville.

AGENDA ITEM #10

In The Matter Of Discussing And Acting On Approving Appropriation Of Funds To Assist With Renovation Of T45 Jet In Dick Kleberg Park In Partnership With City Of Kingsville

The above matter coming on for consideration, a motion was made by Commissioner Rosse and seconded by Commissioner Lomas to provide up to half of \$8,964 with monies to come from Commissioners' Court Approved Fund; contingent upon the City of Kingsville paying half. Upon vote, the motion carried unanimously and so ordered.

Attached is the supporting documentation provided to the Kleberg County Commission in that meeting.

This project has been in development for some time. I have been working closely with Glenn Jones and Jon Gagne who are both reps for NAS Kingsville to make sure that any and all work to be done on the Jet follows Military standards and requirements. In discussions in the County Judge's office we found that the Judge's assistant's (Keisha) husband – Carlos Garza – was experienced in this kind of work and Keisha offered to talk to him about the possibility of doing the work. After much discussion about having to take the jet off the stick and get it painted in an off site location he presented a plan that has been approved by NAS Kingsville through Jon Gagne to get the job done without moving the jet. A group from NAS Kingsville has also offered volunteer time to assist with the project.

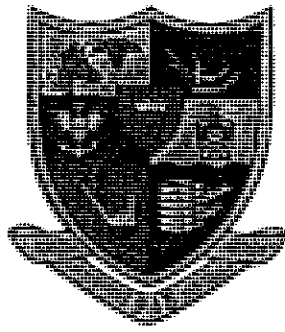
We would like to accept this proposal and contract Carlos Garza to complete this work. If he does it without volunteer assistance from NAS Kingsville the cost will be \$8964.00. If the volunteers provide the assistance discussed the cost will be less. We are asking you to approve funding of ½ of \$8964.00.00 quote. If the partnership in this project is approved by the City of Kingsville Commission the total cost to the City of Kingsville would not exceed \$4,482.00 (½ of the \$8,964.00) for the work detailed in the quote. If anything additional comes up during the completion of this project you will be advised immediately. However, if the volunteers provide the assistance they have offered the reduced price will provide us some room to handle any unexpected expenses.

Your kind consideration of our request is appreciated and I thank you for your continual support of Park projects and improvements.

Sincerely,

Susan Ivy
Director, City County Parks
Kleberg County

LEBERG COUNTY ARKS & RECREATION



**P. O. Drawer 512
Highway 77 & Escondido Road
Kingsville, Texas 78364
Phone 361-595-859
Fax 361-595-859
www.klebergpark.org**

February 21, 2013

Vince Cappell

City Manager
City of Kingsville

Sir,

I would like to place a couple of items on the City Commission Agenda for the March 11th, 2013 meeting.

1. Presentation of project plans to repair and paint the Jet in Dick Kleberg Park and request for funding approval From City of Kingsville.
2. Request for authorization to fund the renovation of the restroom at Thompson Park with funds from the City/County Water Trade Capital Improvement funds.

I will provide detail to back these items up when they are complete.

I am waiting on numbers from the parties working on the jet project and they are finalizing them at this time. I have required them to have Jon Gagne at NAS Kingsville sign off on all the details of the project.

I have one bid on the restroom renovation but it needs to be updated to include some electrical work. I am meeting with Mr. Ramirez from the City Building Department tomorrow morning to finalize that. I am also asking for a couple of additional bids for this project.

We have a new person on staff that has extensive experience in Park Maintenance Supervisory. He has brought a lot of knowledge and leadership to Parks Maintenance that was surely missing. I sent him straight to the City Parks. The staff member I had assigned to that area immediately quit. No more messing around. We have a lot of old equipment that needs to be pulled out of the parks for safety reasons and we are taking inventory of supplies and equipment we need to simply get bare bones back into the parks. Watering is high on our list to green up the parks. Our concern is that especially in Thompson park there are so many roots from the trees irrigation will be tough. There is a rolling sprinkler system that the new guy has recommended that I am pricing at this time. I was wondering if it would be possible for the Fire Department to spray the parks from the Fire Hydrants until we can get a more permanent plan in place. I will have a short list of things we need for the City Parks at the March 11th meeting and the remainder of the funds will be committed very soon. Once we have our plan in place we will present a multi year plan for your consideration.

Thank you for your patience and assistance.

**Susan Ivy
Director
Kleberg County Parks & Recreation
sivy@klebergpark.org**



AGENDA ITEM #2

ORDINANCE NO.2014-_____

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES BY AMENDING CHAPTER IX, GENERAL REGULATIONS, ARTICLE 7, SECTIONS 9-7-1 THROUGH 9-7-6, PROVIDING FOR ADOPTION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE, ADDITIONS & AMENDMENTS TO SAID CODE, PROHIBITED ACTS, AND ADMINISTRATIVE FEES; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

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

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

I.

THAT Sections 9-7-1 through 9-7-6 of Article 7: Nuisances of Chapter IX, General Regulations, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

§ 9-7-1 ADOPTION BY REFERENCE: INTERNATIONAL PROPERTY MAINTENANCE CODE

- (A) A certain document being marked and designated as the International Property Maintenance Code (IPMC), 2009 Edition, including all future amendments of or revisions to such code, as published by the International Code Council (ICC), be and is hereby adopted as the Property Maintenance Code of the City of Kingsville in the State of Texas for regulating and governing the conditions and maintenance of all property, buildings and structures:
- a. By providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary, and fit for occupation and use; and
 - b. The condemnation of buildings and structures unfit for human occupancy and use and the demolition of such existing structures as herein provided; and
 - c. Providing for the issuance of permits and collection of fees; and
 - d. Each and all of the regulations, provisions, penalties, conditions and terms of said Property Maintenance Code on file in the offices of the Community Appearance Division and the Building Services Division of the City of Kingsville are hereby referred to, adopted, and made a part hereof, as if fully set out in this Section, with the additions, insertions, deletions and changes, if any, which shall be documented in this article.

- (B) Two (2) copies of the IPMC adopted in this shall be available for viewing. One of which will be located in the office of the Community Appearance Division and one within the office of the Building Services Division.
- (C) This Section shall not be interpreted to relieve from responsibility or to lessen the responsibility of any person owning, controlling, or occupying any structure. Nor shall the City be held as assuming liability or duty of any nature by reason of inspection authority issued by the City to City Code Enforcement Officers or Building Officials or Inspectors for maintenance of the property.
- (D) Enforcement. The Code hereby adopted shall be enforced by the Community Appearance Supervisor or the Building Official, who may delegate such enforcement authority to such assistants and subordinates as the needs of the City may require.

§ 9-7-2 ADDITIONS AND AMENDMENTS TO INTERNATIONAL PROPERTY MAINTENANCE CODE.

The *International Property Maintenance Code* is hereby modified and changed in the following particulars:

- (A) Section 101.1 of the *International Property Maintenance Code* shall be amended to read as follows:
§101.1 Title. These regulations shall be known as the International Property Maintenance Code of the City of Kingsville, hereinafter referred to as "this code."
- (B) Section 103.5 entitled "Fees" of the *International Property Maintenance Code* shall be amended to read as follows:
§103.5 Fees. The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as directed in Sections 9-7-5 and 9-7-6 of this Article.
- (C) Section 106 entitled "Violations." This section of the *International Property Maintenance Code* is hereby substituted to read the same as §9-7-5 of this Article and shall read the same in all other references to Section 106 Violations in the *International Property Maintenance Code*, 2009 Edition.
- (D) Section 107 entitled "Notices and Orders." This section of the *International Property Maintenance Code* is hereby substituted to read the same as §9-7-5 of this Article and shall read the same in all other references to Section 107 "Notices and Orders" in the *International Property Maintenance Code*, 2009 Edition, unless otherwise noted in this subsection.
- (E) Section 108.3 entitled "Notice" of the *International Property Maintenance Code* shall be amended to read as follows:
§108.3 Notice. Whenever the code official has condemned a structure or equipment under the provision of this section and/or §15-1-165 through §15-1-167, notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on the owner or person or persons responsible for the structure or equipment in accordance with §15-1-167(B) and §15-1-168. If the notice pertains to equipment it shall also be

placed on the condemned equipment. The notice shall be in the form prescribed in §15-1-167(B).

- (F) Section 110 entitled "Demolition." This section of the *International Property Maintenance Code* is hereby substituted to read the same as §15-1-167 through §15-1-176 of Chapter 15 "Land Usage", Article 1 "Building Regulations" and shall read the same in all other references to Section 110 "Demolition" in the *International Property Maintenance Code*, 2009 Edition.
- (G) Section 111 entitled "Means of Appeal." This section of the *International Property Maintenance Code*, is hereby amended to read "Board of Adjustment" and shall read the same in all other references to such Board in the *International Property Maintenance Code*, 2009 Edition. The Board shall be the Board of Adjustment as set forth by §15-1-157. The Board of Adjustment shall have the number of members to be appointed for the terms specified by §15-1-157. All subsections of §111 of the *International Property Maintenance Code* which conflict with §15-1-157 shall be governed by §15-1-157.
- (H) Section 302.4 entitled "Weeds" of the *International Property Maintenance Code* shall be amended to read as follows:
302.4 Weeds. All premises and exterior property shall be maintained free from weeds or plant growth in excess of 12 inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided however, this term shall not include cultivated flowers and gardens.

Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to corrective action in accordance with §9-7-5 and/or the prosecution in accordance with §9-7-99 of this Article.

- (I) Section 304.14 entitled "Insect Screens" of the *International Property Maintenance Code* shall be amended to read as follows:
304.14 Insect Screens. During the period from January 1 to December 31, every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25mm), and every screen door used for insect control shall have a self-closing device in good working condition.
Exception: Screens shall not be required where other approved means, such as air curtains or insect repellant fans, are employed.
- (J) Section 602.3 entitled "Heat Supply" of the *International Property Maintenance Code* shall be amended to read as follows:
602.3 Heat Supply. Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on term, either expressed or implied, to furnish heat to the occupants thereof shall supply heat through the form of a functional heating system during the period from November 1 to March 1 to maintain a temperature of not less

than 68 degrees Fahrenheit (20 degrees Celsius) in all habitable rooms, bathrooms and toilet rooms.

Exceptions:

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the *International Plumbing Code*.

2. In areas where the average monthly temperature is above 30 degrees Fahrenheit (-1 degree Celsius) a minimum temperature of 65 degrees Fahrenheit (18 degrees Celsius) shall be maintained.

(K) Section 602.4 entitled "Occupiable Work Spaces" of the *International Property Maintenance Code* shall be amended to read as follows:

602.4 Occupiable work spaces. Indoor occupiable work spaces shall be supplied with heat during the period from November 1 to March 1 to maintain a temperature of not less than 65 degrees Fahrenheit (18 degrees Celsius) during the period the spaces are occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

§ 9-7-3 ACTS PROHIBITED.

(A) It shall be unlawful for any person to contract, cause to be constructed, or permit to remain construct any building which violates any provision of such Code.

(B) **A** It shall be unlawful for any person to intentionally, knowingly, recklessly, or acting with criminal negligence deposit noxious matter on the premises of another.

(C) **B** It shall be unlawful for any person after receiving notice in accordance herewith to intentionally, knowingly, recklessly, or acting with criminal negligence to permit noxious matter to remain on premises under his care, control or custody.

(D) **C** It shall be an affirmative defense to the unlawful acts described herein that the person was permitted or required by law to deposit or permit to remain such noxious matter. The affirmative defense is valid only if the aforementioned permission or requirement is in strict accordance with law, including, without limitation, the manner of depositing or allowing to remain.

(E) **D** It is a defense to prosecution under this section that the vegetation is:

- (1) Located on heavily wooded real property or portion thereof that reasonably prevents the operation of mowing machines;
- (2) An agricultural crop, cultivated shrub, flowers or other decorative ornamental plant under cultivation; or
- (3) Wildflowers, but only until the time as seeds have matured followed the final blooming of the majority of the plants.

A person who meets the requirements of an affirmative defense as set out in this subsection is still required to maintain a 50 foot mowed buffer between his and another property.

§ 9-7-2 § 9-7-4 DEFINITIONS.

As used in this article the following terms shall have the following meanings, to wit:

Abate. To eliminate by removal, repair, rehabilitation, or demolition.

Deposit. Any divestiture of possession whether such divestiture of possession is actual or constructive.

Notice shall mean:

- (1) Personal notice to the owner in writing; or
- (2) By letter addressed to the owner at the owner's address as recorded in the appraisal district records of the appraisal district in which the property is located; or
- (3) If personal service cannot be obtained or the owner's address is unknown, then, notice shall be:
 - (a) By publication at least once; or
 - (b) By posting the notice on or near the front door of each building on the property to which the violation relates; or
 - (c) By posting the notice on a placard attached to a stake driven into the ground on the property to which the violation relates.
- (4) If a notice to a property owner is returned by the United States Postal Service as "refused" or "unclaimed," the validity of the notice is not affected, and the notice is considered as delivered.

Noxious matter. Any matter which is or is not subject to the process of oxidation and shall include, without limitation, filth; carrion; impure or unwholesome substances; weeds, grass, or similar vegetation in excess of 18

inches; refuse; rubbish; brush; and any other substance which would be objectionable, unsightly, or unsanitary to a reasonable person.

Permit to remain. Failure to remove on a permanent basis within the time required by law as specified by any notice to abate noxious matter that is provided for herein.

Premises. All privately owned property, including vacant land or a building designed or used for residential, commercial, business, industrial, or religious purposes. The term includes a yard, ground, walk, driveway, fence, porch, steps, other structure appurtenant to the property, or easily accessible easements, alleys, and rights of way.

Premises of another. Property over which a person has no right of care, control, or custody. Property under the care, control, or custody of the State of Texas or any of its political subdivisions shall always constitute "premises of another."

Refuse. Garbage, rubbish, paper, and other decayable and non-decayable waste, including vegetable matter and animal and fish carcasses.

Rubbish. Non-decayable waste from a public or private establishment or residence.

Weeds. All rank and uncultivated vegetable growth or matter that:

(1) Has grown to more than 12 inches in height (unless deemed to be grown for agricultural purposes), or

(2) May create an unsanitary condition or become a harborage for rodents, vermin, or other disease-carrying pests, regardless of the height of the weeds.

§ 9-7-3 § 9-7-5 CORRECTION BY CITY; LIEN.

....

§ 9-7-4 § 9-7-6 ABATEMENT OF NUISANCE LOTS; ADMINISTRATIVE FEES.

For each abatement of nuisance lots that are in violation of § 9-7-1 through § 9-7-3 of this code, the fee for abatement of administration is \$150.00. This fee is to cover the labor, fuel, vehicle expenses, photographic expenses, notice and postage expenses from the initial inspection through the time of abatement and submittal for invoicing. ~~An additional abatement administrative~~

fee of \$300.00 shall be charged for the abatement of nuisance lots whose abatement costs are not paid within the 60 days after the city sends the initial notice of the charges to the purported owner.

§ 9-7-7. CONFLICTING ORDINANCES. MORE RESTRICTIVE TO PREVAIL.

Should this Article conflict with any other ordinance of the city relating to nuisances and/or property maintenance, the more restrictive shall prevail.

Secs. 9-7-~~8~~ 8----- 9-7-98 Reserved.

9-7-99. CRIMINAL PENALTIES; CIVIL REMEDIES.

...

II.

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

III.

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

IV.

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

V.

THAT this Ordinance was considered, passed, and approved at a regular meeting of the City Commission of the City of Kingsville, Texas at which a quorum was present and which was held in accordance with Chapter 551 of the Texas Government Code.

INTRODUCED on this the 24th day of February, 2014.

PASSED AND APPROVED on this the 10th day of March, 2014.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

Effective Date: _____, 2014

AGENDA ITEM #3

ORDINANCE NO.2014-_____

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES BY AMENDING CHAPTER XV, LAND USE, ARTICLE 3, SECTION 57 PROVIDING FOR STREET TREES; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

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

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

I.

THAT Section 57 of Article 3: Subdivisions of Chapter XV, Land Usage Code, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

Sec. 15-3-57. STREET TREES.

Street trees shall be installed in all new subdivisions or replats in accordance with the design standards set forth in Section 15-3-30(N) of Chapter 15 (Land Usage). Street trees shall be dedicated to the City as part of the street improvements and shall be installed, maintained and warranted by the developer. Dead and dying street trees shall be replaced by the applicant/developer during the first two years after installation. Once the two year warranty period has expired the City will then assume the full responsibility of maintaining the street trees.

II.

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

III.

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

IV.

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

V.

THAT this Ordinance was considered, passed, and approved at a regular meeting of the City Commission of the City of Kingsville, Texas at which a quorum was present and which was held in accordance with Chapter 551 of the Texas Government Code.

INTRODUCED on this the 24th day of February, 2014.

PASSED AND APPROVED on this the 10th day of March, 2014.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

Effective Date: _____, 2014

AGENDA ITEM #4

ORDINANCE NO.2014-_____

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES BY AMENDING CHAPTER XV, LAND USE, ARTICLE 6, ADOPTING SECTION 26-HOME OCCUPATIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

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

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

I.

THAT Section 26 of Article 6: Zoning of Chapter XV, Land Usage Code, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

Sec. 15-6-26. HOME OCCUPATIONS.

(A) Purpose and findings. A home occupation is defined as an accessory use carried out by the occupants for compensation in a residential dwelling unit. This section:

- Establishes criteria for the operation of home occupations in dwelling units within residential districts;
- Permits and regulates the conduct of home occupations as an accessory use in a dwelling unit, whether owner or renter occupied;
- Ensures that such home occupations are compatible with, and do not have a harmful effect on, adjacent and nearby residential properties and uses;
- Ensures that public and private services, such as streets, sewers, or water or utility systems, are not burdened by the home occupation to the extent that usage exceeds that normally associated with residential use;
- Allows residents of the community to use their residences as places to enhance or fulfill personal economic goals, under certain specified standards, conditions, and criteria;
- Enables the fair and consistent enforcement of these home occupation regulations; and;
- Promotes and protects the public health, safety, and general welfare.

(B) Applicability. This section applies to:

(1) Any occupation, profession, or business activity customarily conducted entirely within a dwelling unit and carried out by a member of the family residing in the dwelling unit, and which occupation, profession or business activity is clearly incidental and subordinate to its primary use as a residential dwelling and does not change the character of the dwelling unit. A home occupation is an accessory use to a dwelling unit.

(2) No home occupation, except as otherwise provided in this section, may be initiated, established, or maintained in the unit unless it is in conformance with the regulations and performance standards set forth in this section. A home occupation shall be incidental and secondary to the use of a dwelling unit for residential purposes.

(C) *Exempt Home Occupations.* The activities listed in subsection 15-6-26 (C), (1) through (4) below, are not subject to this section, provided that all persons engaged in such activities reside on the premises:

- (1) Artists, sculptors, and composers not selling their artistic product to the public on the premises;
- (2) Craft work, such as jewelry-making and pottery, with no sales permitted on the premises;
- (3) Home offices with no client visits to the home permitted;
- (4) Telephone answering and message services.

(D) *Permitted Home Occupations.* The home occupations permitted in subsection (1), below, are allowed in a residential setting because they do not compromise the residential character of an area, do not generate conspicuous traffic, do not visually call unusual attention to the home, and do not generate noise of a nonresidential level. A home occupation is permitted as an accessory use in the districts, as shown in Appendix A, (Section 1, Land Use Chart) and in the Planned Unit Development and/or Mixed Use (MU) districts

(1) The following home occupations are permitted and subject to the standards established in this section:

- (a) Accounting, tax preparation, bookkeeping, and payroll services (North American Industry Classification System (NAICS) 5412; Land Based Classification Standards (LBCS) Function 2412;
- (b) Baking and cooking (NAICS 3118; LBCS 2151);
- (c) Catering (NAICS 72232; LBCS 2560);
- (d) Child care (NAICS 6244; LBCS 6562);
- (e) Computer repair and training (NAICS 611519);
- (f) Computer systems design and related services (NAICS 5415);
- (g) Computer training (NAICS 61142; LBCS 6143);
- (h) Drafting services (NAICS 54134);
- (i) Engineering, architecture, land planning and landscape architects (NAICS 5413; LBCS 2413);
- (j) Financial planning and investment services (NAICS 52393; LBCS 2250);
- (k) Fine arts studio (creation of individual works only, no mass production) provided that no machinery or equipment shall be used or employed other than that which would customarily be found in the home, including machinery or equipment that would ordinarily be employed in connection with a hobby or avocation not conducted for gain or profit (NAICS 7115, 7121);
- (l) Hair salon, barbering, hairdressing, and other personal care services, provided only one person may conduct such activity (NAICS 8121);
- (m) Information and data processing services (NAICS 51421; LBCS 4240) (includes Standards Industrial Classification (SIC) 7374 computer processing and data preparation and processing services, and SIC 7379 computer related services, National Electric Code (NEC)) (CD or DVD conversion and recertification)
- (n) Insurance sales (NAICS 52421; LBCS 2240);
- (o) Interior decoration (no studio permitted) (NAICS 54141; LBCS 2414);
- (p) Internet/Mail order business (order taking only; no stock-in-trade) (NAICS 4541) (e.g. Mary Kay, Pampered Chef, etc.) provided parties for the purpose of selling merchandise or taking orders shall not be held

more than once a month, shall be limited to ten customers and shall be held between the hours of 9:00am and 10:00pm;

(q) Legal services (NAICS 5411; LBCS 2411);

(r) Musical instruction, voice, or instrument (NAICS 61161);

(s) Musical instrument tuning and repair (NAICS 811211, 81149, 4511);

(t) Offices for professional, scientific, or technical services (NAICS 54; LBCS 2400) or administrative services (NAICS 5611; LBCS 2420);

(u) Photographic and Video services (NAICS 54192);

(v) Professional, Scientific and Technical Services, including the practice of law (NAICS 54);

(w) Real estate services and appraisal (NAICS 531);

(x) Tailoring (e.g. dressmaking and alterations) services (NAICS 81149; 3152);

(y) Teaching of arts and crafts and incidental sale of supplies to students (NAICS 611691);

(z) Tutoring (NAICS 611691).

(aa) Work-at-home and/or telecommuting activities where employees of a business perform work for the business in their own residence, for an employer located at another location; provided all physical contact between the business and the employee occurs at the place of business and not the residence, other than the initial installation of any equipment or other work facilities. The work activities of the employee shall conform to all other requirements of this section.

(E) Use limitations and performance standards.

(1) Home occupations shall be carried out by members of the household occupying the dwelling and no more than one nonresident employee shall be permitted.

(2) The home occupation shall be conducted entirely within the principal residential building or in a permitted accessory building.

(3) The home occupation use shall be clearly incidental and secondary to the residential occupancy.

(4) No more than six clients per day (limit one visit per day per each client) are permitted to visit the home occupation. Hours for visits shall be between 8:00am and 8:00pm, unless otherwise noted in 15-6-26.

(5) Home occupations for child care shall have a maximum of six children under care at any one time.

(6) No manufacturing or processing of any sort whatsoever shall be done, except as permitted by Section 15-6-26(D)(1)(I). Public facilities and utilities shall be adequate to safely accommodate equipment used for the home occupation.

(7) No stock-in-trade shall be displayed or sold on the premises except for delivery of orders.

(8) No stock-in-trade, except articles produced by residents of the premises, shall be stored on the premises and those articles shall not be flammable, combustible or explosive materials.

(9) No alteration of the principal residential building shall be made which changes the character as a dwelling.

(10) Not more than 25% of the gross floor area of the principal dwelling or accessory structure shall be utilized for the home occupation.

(11) The home occupation shall not produce offensive noise, vibration, smoke, electrical interference, dust, odors or heat. Any noise, vibration, smoke, electrical

interference, dust odors, or heat detectable beyond the property lines or beyond the walls of the dwelling unit, if the unit is part of a multi-family structure, shall constitute a violation of this section.

(12) No mechanical or electrical equipment other than normal domestic or household equipment shall be used.

(13) There shall be no outdoor storage of equipment or materials used in the home occupation.

(14) The receipt or delivery of merchandise, goods or supplies for use in a home occupation shall be limited to the United States mail, similar parcel delivery service, or private vehicles with a gross vehicle weight rating of 10,000 pounds or less. Deliveries and pick-ups shall occur between the hours of 8:00am and 8:00pm.

(15) Not more than one vehicle shall be utilized for business purposes and all parking shall be provided only in the driveway or other parking area not within the public right-of-way.

(16) No truck or van with a payload rating of more than one ton shall be parked on the site or in front of the site on a regular basis.

(17) No customer waiting areas shall be provided.

(18) No vehicles shall be parked and no equipment or materials shall be stored for trash haulers, home builders, home repair contractors and similar occupations.

(19) Signage shall:

(a) be limited to one wall-mounted sign not exceeding four square feet in area is permitted.

(b) be mounted flush against the wall of the principal dwelling unit or accessory structure; and

(c) not be illuminated

(20) A business license shall be obtained, if required by other ordinances.

(F) *Prohibited home occupations.* Home occupations in residential zoning districts shall not include the following types of activities and uses:

(1) Body piercing and/or painting, tattoos, or any type of physical therapy or psychotherapy;

(2) Commercial food preparation;

(3) Contractors shops;

(4) Furniture refinishing;

(5) Gymnastic facilities;

(6) Machine shop/metal working;

(7) Medical/dental office;

(8) Medical procedures;

(9) Medical/cosmetic facilities for animals, including animal care and boarding facilities;

(10) Motor vehicle and engine repair;

(11) Outdoor recreational activities;

(12) Palm reading or fortune telling;

(13) Recording studios;

(14) Retail Sales;

(15) Tanning salons;

(16) Trash hauler operations other than a home office;

(17) Any other use not allowed in accordance with 15-6-26 Home Occupations of this chapter or any use determined by the Director of Planning and Development Services to be a detriment to the surrounding properties and/or area.

(G) *Unsafe Home Occupations.* If any home occupation has become dangerous or unsafe; presents a safety hazard to the public, pedestrians on public sidewalks, or motorists on the public right-of-way; or presents a safety hazard to adjacent or nearby properties, residents or businesses, the Director of Planning and Development Services or his/her designee shall issue an order to the dwelling owner and/or tenant on the property on which the home occupation is being undertaken, directing that the home occupation immediately be made safe or be terminated. The property owner and/or tenant shall take the necessary corrective measures. In the event of a failure to do so by the owner and/or tenant, after notice and within seven (7) days of the receipt of said notice, the Director of Planning and Development Services or his/her designee may take any and all enforcement actions to render the home occupation and dwelling safe. Costs incurred by the City of Kingsville, if forced to take enforcement actions, shall be borne by the property owner and shall be treated as a zoning violation and penalized as set forth in Section 1-1-99 of this code of ordinances.

II.

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

III.

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

IV.

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

V.

THAT this Ordinance was considered, passed, and approved at a regular meeting of the City Commission of the City of Kingsville, Texas at which a quorum was present and which was held in accordance with Chapter 551 of the Texas Government Code.

INTRODUCED on this the 24th day of February, 2014.

PASSED AND APPROVED on this the 10th day of March, 2014.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

Effective Date: _____, 2014

AGENDA ITEM #5

ORDINANCE NO.2014-_____

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES BY AMENDING CHAPTER XV, LAND USE, ARTICLE 6, SECTION 92 CHANGING REAR YARD REGULATIONS FOR ACCESSORY BUILDINGS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

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

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

I.

THAT Section 92 of Article 6: Zoning of Chapter XV, Land Usage Code, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

Sec. 15-6-92. Rear yards.

(A) No building or structure shall hereafter be located, erected, or altered to have a rear yard smaller than prescribed on the Space Requirement Chart (Appendix B), except that where a lawfully existing building at the effective date of this article may have smaller rear yard than herein required, such building shall have the status of a lawful nonconforming structure, and no rear yard existing shall be reduced below the minimum set forth.

(B) Special rear yard regulations.

(1) No rear yard is required for nonresidential uses upon lots which have rear lot lines adjacent to an alley of at least 20 feet in width.

(2) Nonresidential uses which have a rear lot line adjacent or contiguous to another nonresidential use require no minimum rear yard provided the rear wall satisfies four hour fire wall standards.

(3) Nonresidential uses abutting or adjacent to a residential district shall maintain a minimum rear yard of 10 feet.

(4) Accessory buildings may be located in the required rear yard provided the building is at least five feet from the rear lot line ~~and the rear yard does not abut an alley.~~

(5) The ordinary projections of window sills, belt courses, cornices, chimneys, and roof overhangs may extend three feet into the required rear yard.

(1962 Code, § 11-3-8)

Cross reference— Penalty, see § 15-6-999.

II.

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

III.

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

IV.

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

V.

THAT this Ordinance was considered, passed, and approved at a regular meeting of the City Commission of the City of Kingsville, Texas at which a quorum was present and which was held in accordance with Chapter 551 of the Texas Government Code.

INTRODUCED on this the 24th day of February, 2014.

PASSED AND APPROVED on this the 10th day of March, 2014.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

Effective Date: _____, 2014

AGENDA ITEM #6

ORDINANCE NO. 2014-_____

AUTHORIZING THE ACCEPTANCE OF THREE DEEDS FROM THE KINGSVILLE INDEPENDENT SCHOOL DISTRICT FOR LAND NEAR THE OLD HIGH SCHOOL BUILDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS NECESSARY FOR THIS TRANSACTION; PROVIDING FOR PUBLICATION.

WHEREAS, the City Commission previously approved an interlocal agreement with the Kingsville Independent School District via Resolution #2014-08 at a duly posted public meeting on January 27, 2014 providing for the exchange of services for this land;

WHEREAS, the Kingsville Independent School District previously approved an interlocal agreement with the City of Kingsville via resolution at a duly posted public meeting on January 13, 2014 providing for the change of services for this land;

WHEREAS, the land will be integral to the development of the new City Hall that is proposed at the Old High School building, as the land is adjacent to the building; and

WHEREAS, KISD had surveys performed and did all things necessary for the presentation of the three deeds for this land to the City via a gift deed for the "open land north of the old high school building", a gift deed for "the gymnasium", and a special warranty deed for the "cottage building"; and

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

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

SECTION 1. That staff is authorized on behalf of the City to accept and file the Special Warranty Deed for a 1.57 acre tract of land, more or less, situated in the City of Kingsville, being a portion of Chamberlain Park, as shown on a Map of Kingsville, a map which is recorded in Book A, Page 86, Map Records of Kleberg County, Texas said tract being more fully described by metes and bounds on Exhibit "A" and depicted on Exhibit "B" and made a part hereof, which are both attached to the Special Warranty Deed that is attached to this ordinance, and they are incorporated herein for all purposes (the "Land"), together with all improvements thereon (collectively, the "Property").

SECTION 2. That staff is authorized on behalf of the City to accept and file the Gift Deed for a 0.45 acre tract of land, more or less, situated in the City of Kingsville, being a portion of Chamberlain Park, as shown on a Map of Kingsville, a map which is recorded in Book A, Page 86, Map Records of Kleberg County, Texas said tract being more fully described by metes and bounds on Exhibit "A" and depicted on Exhibit "B" and made a part hereof,

which are both attached to the Gift Deed that is attached to this ordinance, and they are incorporated herein for all purposes, together with all improvements thereon (collectively, the "Property").

SECTION 3. That staff is authorized on behalf of the City to accept and file the Gift Deed for a 0.80 acre tract of land, more or less, situated in the City of Kingsville, being a portion of Chamberlain Park, as shown on a Map of Kingsville, a map which is recorded in Book A, Page 86, Map Records of Kleberg County, Texas said tract being more fully described by metes and bounds on Exhibit "A" and depicted on Exhibit "B" and made a part hereof, which are both attached to the Gift Deed that is attached to this ordinance, and they are incorporated herein for all purposes, together with all improvements thereon (collectively, the "Property").

SECTION 4. The City Manager is authorized, as an act of the City of Kingsville, to execute any and all documents necessary to complete this land acquisition.

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

SECTION 6. That publication shall be made in the official publication of the City of Kingsville as required by the City Charter of the City of Kingsville. Codification is not required.

INTRODUCED on this the 24th day of February, 2014.

PASSED AND APPROVED on this the 10th day of March, 2014.

Effective Date: _____

THE CITY OF KINGSVILLE

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

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

SPECIAL WARRANTY DEED

Date: _____, 2014

Grantor: BOARD OF TRUSTEES OF THE
KINGSVILLE INDEPENDENT SCHOOL DISTRICT

Grantor's Mailing Address: 207 N. Third
Kingsville, Texas 78363
Kleberg County

Grantee: CITY OF KINGSVILLE

Grantee's Mailing Address: 200 E. Kleberg Ave.
Kingsville, Texas 78363
Kleberg County

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration.

Property:

A 1.57 acre tract of land, more or less, situated in the City of Kingsville, being a portion of Chamberlain Park, as shown on a Map of Kingsville, a map which is recorded in Book A, Page 86, Map Records of Kleberg County, Texas said tract being more fully described by metes and bounds on Exhibit "A" and depicted on Exhibit "B" attached hereto and incorporated herein for all purposes (the "Land"), together with all improvements thereon (collectively, the "Property").

Reservations from and Exceptions to Conveyance and Warranty:

Reversionary interests in the Property contained in the deed from Henrietta M. King to the Trustees of the Kingsville Independent School District dated October 14, 1911, filed for record in Volume K, Pages 618-619, of the deed records of Kleberg County, Texas.

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies,

conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of any Kleberg County water or utility district; and taxes for 2014, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

The Property is being conveyed in its present "as is" condition. Grantor makes no warranties or representations, expressed or implied, as to the quality, quantity, or condition of the Property or the improvements situated upon the Property. Grantee herein, in accepting this Deed, acknowledges that it has inspected the Property, is fully cognizant of the Property's condition, and accepts it in its "as is" condition. Grantee acknowledges that there is no obligation of any kind upon Grantor to make any repairs to, restoration of, or maintenance of the Property or the improvements.

AFTER CLOSING, AS BETWEEN GRANTEE AND GRANTOR, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF GRANTEE, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. GRANTEE FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE, AND ON BEHALF OF GRANTOR AND IN THE NAME OF GRANTOR, ANY CLAIM OR LITIGATION BROUGHT IN CONNECTION WITH ANY SUCH ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

Grantor, for the consideration and subject to the reservations from conveyance and exceptions to conveyance and warranty, grants, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and it does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through or under Grantor but not otherwise.

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

Executed as of the date of the acknowledgment below, to be effective as of the date given on the first page of this Deed.

GRANTOR

BOARD OF TRUSTEES OF THE
KINGSVILLE INDEPENDENT SCHOOL
DISTRICT

By: _____
Melissa Windham, President

THE STATE OF TEXAS }
 }
COUNTY OF KLEBERG } ACKNOWLEDGMENT

BEFORE ME, a Notary Public, on this day personally appeared MELISSA WINDHAM, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon her oath stated that she is the President of the Board of Trustees of the Kingsville Independent School District; that she was authorized to execute such instrument pursuant to resolution of the Board of Trustees adopted on January 13, 2014; and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____, 2014.

Notary Public, State of Texas

ACKNOWLEDGED AND APPROVED BY GRANTEE:
CITY OF KINGSVILLE

By: _____

Printed Name: _____

Title: _____

Date: _____

Return to Grantee's Address:

City of Kingsville
200 E. Kleberg Ave.
Kingsville, Texas 78363



Date 19, 2013
Job No. 42793.0000

**Exhibit A
1.57 Acres**

**State of Texas
County of Kleberg**

Field Notes for a 1.57 Acre Tract of Land, more or less, situated in the City of Kingsville, being a portion of Chamberlain Park, as shown on a Map of Kingsville, a map of which is recorded in Book A, Page 86, Map Records of Kleberg County, Texas, said Tract being more fully described by metes and bounds as follows;

Commencing at a 5/8 inch Iron Rod with plastic cap stamped "Naismith Eng. C.C. Tx" found, at the intersection of the North ROW line of King Avenue and the West ROW line of 3rd Street, for the Southeast corner of the said Chamberlain Park, same being the Southeast corner of a 3.45 Acre Tract of Land, described in a Gift Deed from Board of Trustees of the Kingsville Independent School District to King High Historical Foundation, as recorded in Volume 425, Pages 911-920, of the Official Records of Kleberg County, Texas;

Thence, North 01°00'12" West, with the said West ROW line of 3rd Street, the East line of the said Chamberlain Park, at 424.68 feet, passing a 5/8 inch Iron Rod with plastic cap stamped "Naismith Eng. C.C. Tx" found, for Northeast Corner of the said 3.45 Acre Tract, in all a total distance of 355.05 feet, for a Southeast corner and the Point of Beginning of this Tract,

Thence, South 88°58'48" West, 268.49 feet, to 5/8 Inch Iron Rod with red plastic cap stamped "Urban Engr. C.C. TX" set, for an inner ell corner of this Tract;

Thence, South 01°01'22" East, 130.34 feet, to a 5/8 Inch Iron Rod with red plastic cap stamped "Urban Engr. C.C. TX" set, on the North Line of the said 3.45 Acre Tract, for an outer ell corner of this Tract;

Thence, South 88°58'48" West, with the said North Line of the said 3.45 Acre Tract, 131.44 feet, to a 5/8 inch Iron Rod with plastic cap stamped "Naismith Eng. C.C. Tx" found, on the East ROW Line of said 2nd Street, being the Northwest corner of the said 3.45 Acre Tract, for the Southwest corner of this Tract;

Thence, North 01°01'22" West, with the said East Line of 2nd Street, 268.70 feet, to a 5/8 Inch Iron Rod with red plastic cap stamped "Urban Engr. C.C. TX" set, for the Northwest corner of this Tract;

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C:\BENT-3101 Page 14795 SWANMER DR. • CORPUS CHRISTI, TEXAS 78404

FAX (361) 654-5000

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BPCE Firm #145



Thence, with the North Line of the said 1.45 Acre Tract described herein;

- North $88^{\circ}58'48''$ East, 126.46 feet, to a $5/8$ Inch Iron Rod with red plastic cap stamped "Urban Engr. C.C. TX" set, for a corner of this Tract;
- South $45^{\circ}08'54''$ East, 21.51 feet, to a $5/8$ Inch Iron Rod with red plastic cap stamped "Urban Engr. C.C. TX" set, for a corner of this Tract;

Thence, North $88^{\circ}58'48''$ East, 258.54 feet, to a $5/8$ Inch Iron Rod with red plastic cap stamped "Urban Engr. C.C. TX" set, on the said West ROW Line of 3rd Street, for the Northeast corner of this Tract;

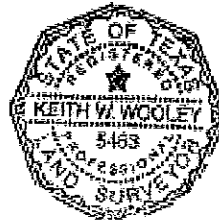
Thence, South $01^{\circ}00'12''$ East, with the said West Row Line of 3rd Street, 122.92 feet, to the Point of Beginning and containing 1.57 Acres (68361 Sq. Ft) of land.

Bearings based on GPS, NAD 83, State Plane Coordinates, Texas South Zone 4205.

Reference also accompanying Sketch of said 1.57 Acres.

Unless this Fieldnote Description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy.

Urban Engineering



[Signature]
Keith W. Woolley, R.P.L.S.

License No. 5463

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(361)854-3101 2735 SWANTNER CR • CORPUS CHRISTI, TEXAS 78404

2/20/2012

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FDPE Form #145

FAX (361)854-6001

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

GIFT DEED

Date: _____, 2014

Grantor: BOARD OF TRUSTEES OF THE
KINGSVILLE INDEPENDENT SCHOOL DISTRICT

Grantor's Mailing Address: 207 N. Third
Kingsville, Texas 78363
Kleberg County

Grantee: CITY OF KINGSVILLE

Grantee's Mailing Address: 200 E. Kleberg Ave.
Kingsville, Texas 78363
Kleberg County

Consideration: Pursuant to the terms of Kingsville Independent School District's Board of Trustee's January 13, 2014 Resolution authorizing the donation of the below described surplus real property and the improvements thereon and pursuant to Texas Education Code Section 11.1541 (Vernon 2006).

Property:

0.45 acres of land, more or less, situated in the City of Kingsville, being a portion of Chamberlain Park, as shown on a Map of Kingsville, a map which is recorded in Book A, Page 86, Map Records of Kleberg County, Texas, said tract being more fully described by metes and bounds in Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof for all purposes, together with all improvements thereon (collectively, the "Property").

Fee Simple Determinable Condition:

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this conveyance shall be effective for only so long as Grantee, its successors or assigns, uses the Property for a public purpose and does not execute a document that purports to convey the Property. In the event that Grantee, its successors or assigns, no longer uses the Property for a public purpose or executes a document that purports to convey the Property, the Property shall revert to Grantor.

Reservations from and Exceptions to Conveyance and Warranty:

Reversionary interests in the Property contained in the deed from Henrietta M. King to the Trustees of the Kingsville Independent School District dated October 14, 1911, filed for record in Volume K, Pages 618-619, of the deed records of Kleberg County, Texas.

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of any Grimes County water or utility district; and taxes for 2008, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

The Property is being conveyed in its present "as is" condition. Grantor makes no warranties or representations, expressed or implied, as to the quality, quantity, or condition of the Property or the improvements situated upon the Property. Grantee herein, in accepting this Deed, acknowledges that it has inspected the Property, is fully cognizant of the Property's condition, and accepts it in its "as is" condition. Grantee acknowledges that there is no obligation of any kind upon Grantor to make any repairs to, restoration of, or maintenance of the Property or the improvements.

AFTER CLOSING, AS BETWEEN GRANTEE AND GRANTOR, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF GRANTEE, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. GRANTEE FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE, AND ON BEHALF OF GRANTOR AND IN THE NAME OF GRANTOR, ANY CLAIM OR LITIGATION BROUGHT IN CONNECTION WITH ANY SUCH ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

Grantor, for the consideration and subject to the reservations from conveyance and exceptions to conveyance and warranty, has GRANTED and CONVEYED and by these presents does GRANT and CONVEY unto Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns, for as long as the Fee Simple Determinable Condition is satisfied, and if the Fee Simple Determinable Condition is not satisfied, the Property will automatically revert to and be owned by Grantor without the necessity of any further act on the part of Grantor, it being the Grantor's intent to convey a fee simple determinable estate to Grantee. Grantor binds itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through or under Grantor but not otherwise.

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

Executed as of the date of the acknowledgment below, to be effective as of the date given on the first page of this Deed.

GRANTOR

BOARD OF TRUSTEES OF THE
KINGSVILLE INDEPENDENT SCHOOL
DISTRICT

By: _____
Melissa Windham, President

(Acknowledgment on following page.)

THE STATE OF TEXAS }
 }
COUNTY OF KLEBERG } ACKNOWLEDGMENT

BEFORE ME, a Notary Public, on this day personally appeared MELISSA WINDHAM, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon her oath stated that she is the President of the Board of Trustees of the Kingsville Independent School District; that she was authorized to execute such instrument pursuant to resolution of the Board of Trustees adopted on January 13, 2014; and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____, 2014.

Notary Public, State of Texas

ACKNOWLEDGED AND APPROVED BY GRANTEE:

CITY OF KINGSVILLE

By: _____

Printed Name: _____

Title: _____

Date: _____

Return to Grantee's Address:

City of Kingsville
200 E. Kleberg Ave.
Kingsville, Texas 78363

EXHIBIT A



June 19, 2013
Job No. 42793.0000

Exhibit A 0.45 Acres

State of Texas
County of Kleberg

Field Notes for a 0.45 Acre Tract of Land, more or less, situated in the City of Kingsville, being a portion of Chamberlain Park, as shown on a Map of Kingsville, a map of which is recorded in Book A, Page 86, Map Records of Kleberg County, Texas, said Tract being more fully described by metes and bounds as follows;

Commencing at a 5/8 inch Iron Rod with plastic cap stamped "Naismith Eng. C.C. Tx" found, at the intersection of the North ROW line of King Avenue and the West ROW line of 3rd Street, for the Southeast corner of the said Chamberlain Park, same being the Southeast corner of a 3.45 Acre Tract of Land, described in a Gift Deed from Board of Trustees of the Kingsville Independent School District to King High Historical Foundation, as recorded in Volume 425, Pages 911-920, of the Official Records of Kleberg County, Texas;

Thence, North 01°00'12" West, with the said West ROW line of 3rd Street, the East line of the said Chamberlain Park, 115.06 feet, to a 5/8 inch Iron Rod with plastic cap stamped "Naismith Eng. C.C. Tx" found, being a corner of the said 3.45 Acre Tract, for the Southeast corner and the Point of Beginning of this Tract,

Thence, South 89°06'07" West, with the said 3.45 Acre Tract, 165.99 feet, to a 5/8 inch Iron Rod with plastic cap stamped "Naismith Eng. C.C. Tx" found, being a corner of the said 3.45 Acre Tract, for the Southwest corner of this Tract;

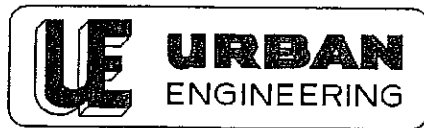
Thence, North 00°58'37" West, with the said 3.45 Acre Tract, 118.61 feet, to a 5/8 inch Iron Rod with plastic cap stamped "Naismith Eng. C.C. Tx" found, being a corner of the said 3.45 Acre Tract, for Northwest corner of this Tract;

Thence, North 89°01'35" East, with the said 3.45 Acre Tract, 165.94 feet, to a 5/8 inch Iron Rod with plastic cap stamped "Naismith Eng. C.C. Tx" found, on the said West ROW Line of 3rd Street, for the Northeast corner of this Tract;

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(361)854-3101 Page 1 of 25 SWANTNER DR. • CORPUS CHRISTI, TEXAS 78404

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FAX (361)854-6001



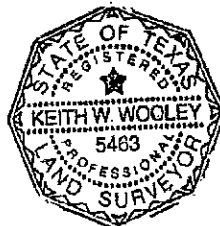
Thence, South 01°00'12" East, with the said West Row Line of 3rd Street, 118.82 feet, to the Point of Beginning and containing 0.45 Acres (19703 Sq. Ft) of land.

Bearings based on GPS, NAD 83, State Plane Coordinates, Texas South Zone 4205.

Reference also accompanying Sketch of said 0.45 Acres.

Unless this Fieldnote Description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy.

Urban Engineering

A handwritten signature of Keith W. Wooley in black ink.

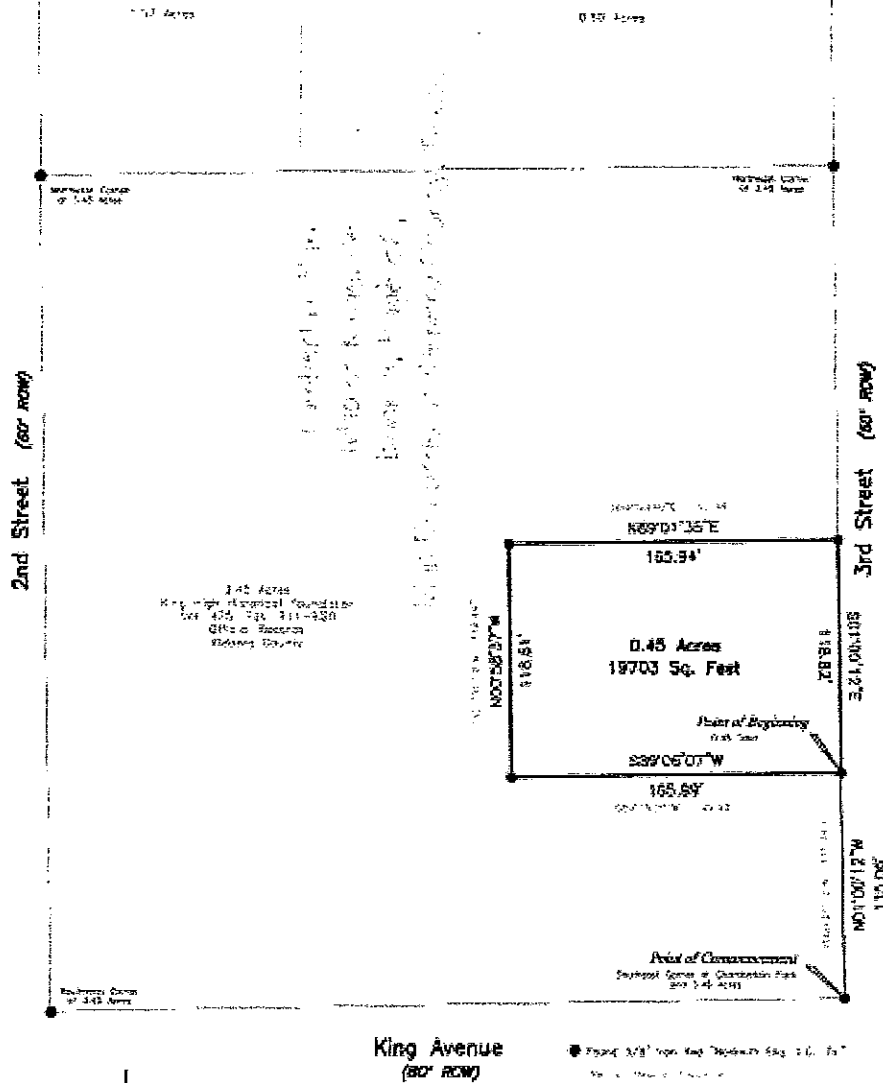
Keith W. Wooley, R.P.L.S.

License No. 5463

Exhibit B

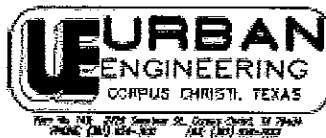
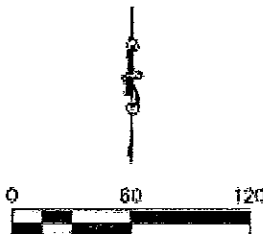
Sketch to Accompany

FIELDNOTES for a 0.45 Acre Tract of land, more or less, situated in the City of Kingville, being a portion of Chamberlain Park, as shown on a Map of Kingville, a map of which is recorded in Book A, Page 88, Map Records of Kingsburg County, Texas.



King Avenue
(60' ROW)

Point of Beginning



DATE: JUNE 19, 2013
SCALE: 1"=60'
JOB NO.: 42793.0000
SHEET: 1 OF 1
DRAWN BY: JCC
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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GIFT DEED

Date: _____, 2014

Grantor: BOARD OF TRUSTEES OF THE
KINGSVILLE INDEPENDENT SCHOOL DISTRICT

Grantor's Mailing Address: 207 N. Third
Kingsville, Texas 78363
Kleberg County

Grantee: CITY OF KINGSVILLE

Grantee's Mailing Address: 200 E. Kleberg Ave.
Kingsville, Texas 78363
Kleberg County

Consideration: Pursuant to the terms of Kingsville Independent School District's Board of Trustee's January 13, 2014 Resolution authorizing the donation of the below described surplus real property and the improvements thereon and pursuant to Texas Education Code Section 11.1541 (Vernon 2006).

Property:

0.80 acres of land, more or less, situated in the City of Kingsville, being a portion of Chamberlain Park, as shown on a Map of Kingsville, a map which is recorded in Book A, Page 86, Map Records of Kleberg County, Texas, said tract being more fully described by metes and bounds in Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof for all purposes, together with all improvements thereon (collectively, the "Property").

Fee Simple Determinable Condition:

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this conveyance shall be effective for only so long as Grantee, its successors or assigns, uses the Property for a public purpose and does not execute a document that purports to convey the Property. In the event that Grantee, its successors or assigns, no longer uses the Property for a public purpose or executes a document that purports to convey the Property, the Property shall revert to Grantor.

Reservations from and Exceptions to Conveyance and Warranty:

Reversionary interests in the Property contained in the deed from Henrietta M. King to the Trustees of the Kingsville Independent School District dated October 14, 1911, filed for record in Volume K, Pages 618-619, of the deed records of Kleberg County, Texas.

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of any Grimes County water or utility district; and taxes for 2008, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

The Property is being conveyed in its present "as is" condition. Grantor makes no warranties or representations, expressed or implied, as to the quality, quantity, or condition of the Property or the improvements situated upon the Property. Grantee herein, in accepting this Deed, acknowledges that it has inspected the Property, is fully cognizant of the Property's condition, and accepts it in its "as is" condition. Grantee acknowledges that there is no obligation of any kind upon Grantor to make any repairs to, restoration of, or maintenance of the Property or the improvements.

AFTER CLOSING, AS BETWEEN GRANTEE AND GRANTOR, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF GRANTEE, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. GRANTEE FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE, AND ON BEHALF OF GRANTOR AND IN THE NAME OF GRANTOR, ANY CLAIM OR LITIGATION BROUGHT IN CONNECTION WITH ANY SUCH ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

Grantor, for the consideration and subject to the reservations from conveyance and exceptions to conveyance and warranty, has GRANTED and CONVEYED and by these presents does GRANT and CONVEY unto Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns, for as long as the Fee Simple Determinable Condition is satisfied, and if the Fee Simple Determinable Condition is not satisfied, the Property will automatically revert to and be owned by Grantor without the necessity of any further act on the part of Grantor, it being the Grantor's intent to convey a fee simple determinable estate to Grantee. Grantor binds itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through or under Grantor but not otherwise.

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

Executed as of the date of the acknowledgment below, to be effective as of the date given on the first page of this Deed.

GRANTOR

BOARD OF TRUSTEES OF THE
KINGSVILLE INDEPENDENT SCHOOL
DISTRICT

By: _____
Melissa Windham, President

(Acknowledgment on following page.)

THE STATE OF TEXAS }
 }
COUNTY OF KLEBERG } ACKNOWLEDGMENT

BEFORE ME, a Notary Public, on this day personally appeared MELISSA WINDHAM, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon her oath stated that she is the President of the Board of Trustees of the Kingsville Independent School District; that she was authorized to execute such instrument pursuant to resolution of the Board of Trustees adopted on January 13, 2014; and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____, 2014.

Notary Public, State of Texas

ACKNOWLEDGED AND APPROVED BY GRANTEE:

CITY OF KINGSVILLE

By: _____

Printed Name: _____

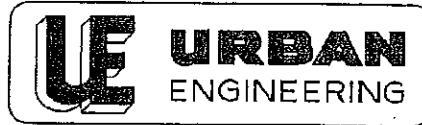
Title: _____

Date: _____

Return to Grantee's Address:

City of Kingsville
200 E. Kleberg Ave.
Kingsville, Texas 78363

EXHIBIT A



June 19, 2013
Job No. 42793.0000

Exhibit A
0.80 Acres

State of Texas
County of Kleberg

Field Notes for a 0.80 Acre Tract of Land, more or less, situated in the City of Kingsville, being a portion of Chamberlain Park, as shown on a Map of Kingsville, a map of which is recorded in Book A, Page 86, Map Records of Kleberg County, Texas, said Tract being more fully described by metes and bounds as follows;

Commencing at a 5/8 inch Iron Rod with plastic cap stamped "Naismith Eng. C.C. Tx" found, at the intersection of the North ROW line of King Avenue and the West ROW line of 3rd Street, for the Southeast corner of the said Chamberlain Park, same being the Southeast corner of a 3.45 Acre Tract of Land, described in a Gift Deed from Board of Trustees of the Kingsville Independent School District to King High Historical Foundation, as recorded in Volume 425, Pages 911-920, of the Official Records of Kleberg County, Texas;

Thence, North 01°00'12" West, with the said West ROW line of 3rd Street, the East line of the said Chamberlain Park, 424.68 feet, to a 5/8 inch Iron Rod with plastic cap stamped "Naismith Eng. C.C. Tx" found, being the Northeast corner of the said 3.45 Acre Tract, for the Southeast corner and the Point of Beginning of this Tract,

Thence, South 88°58'48" West, with the said North Line of the said 3.45 Acre Tract, 268.44 feet, to 5/8 Inch Iron Rod with red plastic cap stamped "Urban Engr. C.C. TX" set, for the Southwest corner of this Tract;

Thence, North 01°01'22" West, 130.34 feet, to a 5/8 Inch Iron Rod with red plastic cap stamped "Urban Engr. C.C. TX" set, for the Northwest corner of this Tract;

Thence, North 88°58'48" East, 268.49 feet, to a 5/8 Inch Iron Rod with red plastic cap stamped "Urban Engr. C.C. TX" set, on the said West ROW Line of 3rd Street, for the Northeast corner of this Tract;

S:\Surveying\42793\0000\OFFICE\METES AND BOUNDS\FN_427930000_0.80AC.docx
(361)854-3101 Page 1 of 25 SWANTNER DR. • CORPUS CHRISTI, TEXAS 78404

www.urboneng.com
TBPE Firm #145

FAX (361)854-6001



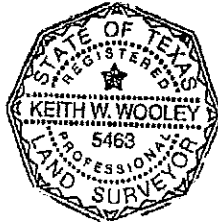
Thence, South 01°00'12" East, with the said West Row Line of 3rd Street, 130.34 feet, to the Point of Beginning and containing 0.80 Acres (34992 Sq. Ft) of land.

Bearings based on GPS, NAD 83, State Plane Coordinates, Texas South Zone 4205.

Reference also accompanying Sketch of said 0.80 Acres.

Unless this Fieldnote Description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy.

Urban Engineering



A handwritten signature of Keith W. Wooley in black ink.

Keith W. Wooley, R.P.L.S.

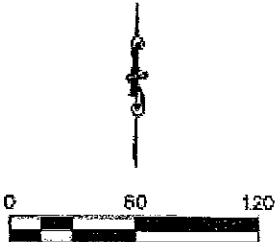
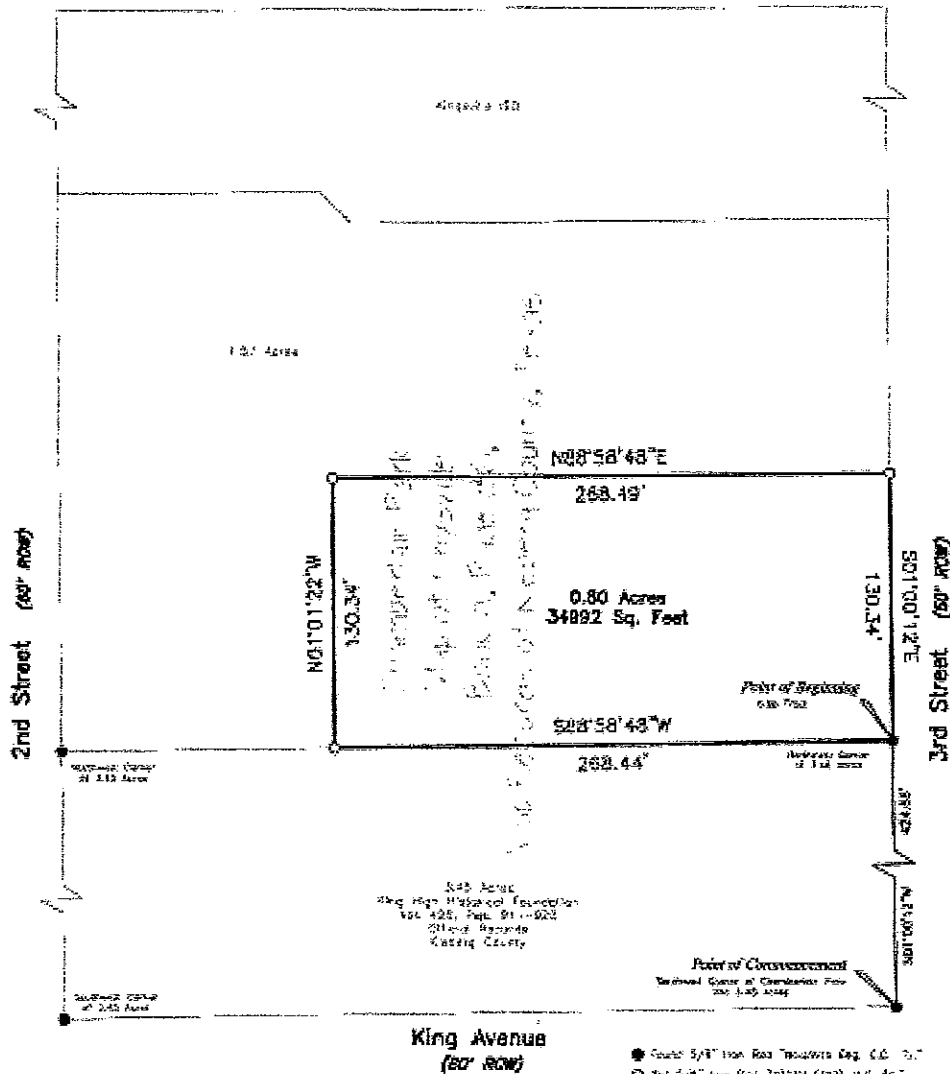
License No. 5463

Exhibit B

Sketch to Accompany

RELATES for a 0.80 Acre Tract of Land, more or less, situated in the City of Kingville, being a portion of Chamberlain Park, as shown on a Map of Kingville, a map of which is recorded in Book A, Page 66, Map Records of Kleberg County, Texas.

Henrietta Avenue
(80' ROW)



URBAN
ENGINEERING
CORPUS CHRISTI, TEXAS

For the 1988-2008 Surveyor License, Surveyor 1, State of Texas
PHONE (361) 241-2241 FAX (361) 241-2241

DATE: JUNE 19, 2013
SCALE: 1"=60'
JOB NO.: 42793.0000
SHEET: 1 OF 1
DRAWN BY: JDC
©2013 by Urban Engineering

AGENDA ITEM #7

ORDINANCE NO. 2014-_____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KINGSVILLE, TEXAS, CHAPTER VII ("TRAFFIC CODE"), TO ADD NEW ARTICLE 9-WIRELESS TELECOMMUNICATION DEVICES THAT WOULD CREATE RESTRICTIONS ON THE USE OF WIRELESS TELECOMMUNICATION DEVICES WHILE DRIVING; CREATING AN OFFENSE; PROVIDING FOR PUBLICATION, AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, City Commission of the City of Kingsville finds that there are significant risks relating to distracted driving that include various aspects of the use of wireless communications devices while driving on the City's public roads; and

WHEREAS, prohibiting the use of wireless communication devices while driving in the City of Kingsville, to the extent allowed by Texas Transportation Code Section 545.425, to address the possible hazards produced by a distracted driver as the result of: (1) sending or reading text messages or instant messages; (2) viewing or accessing internet sites; or (3) viewing or accessing other data that uses commonly recognized electronic communications protocol; and

WHEREAS, this ordinance is drafted to address the City of Kingsville police power interests in the regulation of public safety, and appropriately excludes acts for which the City is preempted from regulating, and provides defenses to prosecution and exceptions to the application of the ordinance, including allowing the use of hands-free mobile telephone communications, emergency communications, and communications by operators of emergency vehicles.

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

I.

THAT Chapter VII-Traffic Code of the Code of Ordinances of the City of Kingsville, Texas is amended to add Article 9-Wireless Communication Devices, which shall read as follows:

Section 7-9-1. Definitions.

"Authorized government vehicle" means a motor vehicle owned by the United States, the State of Texas or a political subdivision of the State of Texas.

"Hands-free Device" means speakerphone capability or a telephone attachment or other piece of equipment, regardless of whether permanently installed in the motor vehicle,

that allows use of the wireless communication device without use of either of the operator's hands.

"Operate" or "operating" means to drive or be in physical control of a motor vehicle.

"Operator" means a person who drives or has physical control of a motor vehicle.

"Park or Parked" shall mean for the operator to completely cease movement of a motor vehicle in a lawful manner and location. For purposes of this Section, "Parked" does not include or mean a vehicle stopped in a land of traffic due to either a lawful traffic control device, or the conditions on the roadway, or traffic congestion patterns then existing.

"Wireless communication device" has the meaning assigned in Section 545.425 ("Use of Wireless Communication Device; Offense") of the Texas Transportation Code.

Section 9-7-2. Use of Wireless Communication Device; Offense.

(A) An operator of a motor vehicle may not use a wireless communication device while operating a motor vehicle within the city limits.

(B) It is an exception to the prohibition in subsection (a), so that that section does not apply to an operator of a motor vehicle using a wireless communications device:

(1) while the vehicle is parked;

(2) that is affixed to the vehicle and used as a global positioning or navigation system;

(3) that is used with a hands-free device;

(4) who is an operator of an authorized government vehicle while acting in an official capacity;

(5) who is licensed by the Federal Communications Commission while operating a radio frequency device other than a wireless communication device;

(6) while driving a motor vehicle on private property.

(C) It is an affirmative defense to prosecution of conduct prohibited in subsection (a) if it is used to make an emergency call to:

(1) an emergency response service, including a rescue, emergency medical, or hazardous material response service;

(2) a hospital;

- (3) a fire department;
- (4) a health clinic;
- (5) a medical doctor's office;
- (6) an individual to administer first aid treatment; or
- (7) a police department.

(D) A violation of this Section is a Class C misdemeanor punishable as provided by Section 1-1-99 of the Code of Ordinances.

(E) The culpable mental state required by Section 6.02 of the Texas Penal Code is specifically negated and dispensed with and a violation under this subsection is a strict liability offense.

(F) To the extent that any clause, phrase, provision, sentence or part of this section conflicts with the Texas Transportation Code Section 545-424, regarding the use of wireless communications devices while operating a motor vehicle by minors, or Texas Transportation Code Section 545.425, regarding the use of wireless communication devices in school crossing zones, this section does not apply.

II.

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

III.

THAT: If any part or parts of this Ordinance are found to be invalid or unconstitutional by a court having a competent jurisdiction, then such invalidity or unconstitutionality shall not affect the remaining parts hereof and such remaining parts shall remain in full force and effect, and to that extent this Ordinance is considered severable.

IV.

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

V.

THAT: This Ordinance was considered, passed, and approved at a regular meeting of the City Commission of the City of Kingsville, Texas at which a quorum was present and which was held in accordance with Chapter 551 of the Texas Government Code.

VI.

THAT: Enforcement of this ordinance shall begin on May 1, 2014 to provide time for educating the public and installation of necessary signage.

INTRODUCED on this the 14th day of February, 2014.

PASSED AND APPROVED on this the 10th day of March, 2014.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #8

RESOLUTION #2014-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A TRAINING AND DEVELOPMENT AGREEMENT WITH DEL MAR COLLEGE FOR THE CITY OF KINGSVILLE SPECIALIZED CRIMES AND NARCOTICS TASK FORCE; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville Specialized Crimes and Narcotics Task Force has proposed to enter into an agreement with Del Mar College for training and development using a seized tractor-trailer for a term of three years (9/01/13-8/31/16);

WHEREAS, the College will be fully responsible for the tractor trailer while it is being used for those purposes but needs to be issued temporary title to insure the vehicle;

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 Training and Development Agreement with Del Mar College, 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 10th day of March, 2014.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney



**KINGSVILLE SPECIALIZED CRIMES
AND NARCOTICS TASK FORCE**

P. O. BOX 213

KINGSVILLE, TEXAS 78364

info@kingsvilletaskforce.com

(361) 595-5778

Fax (361) 595-5781



To: Vincent J. Capell, City Manager, City of Kingsville

From: Guillermo Vera, Commander, Kingsville Task Force

Date: February 25, 2014

Subject: Training and Development Agreement between the City of Kingsville
and Del Mar College

The Training and Development Agreement between the City of Kingsville and Del Mar College has expired and needs to be renewed. The Kingsville Task Force and Del Mar College would like to extend the same agreement from September 1, 2013 to August 31, 2016. There are no changes to any of the verbiage in the agreement, only the dates for a three year term that replaces the yearly agreement. A copy of the new agreement will be attached for your review.

Since the Kingsville Task Force already has three Agents with CDL Licenses, I have requested Del Mar College consider extending the opportunity for other City of Kingsville employees. Del Mar College's Transportation Training Services has agreed to provide CDL Training to any City of Kingsville employee under the same terms of this agreement.

If this request is approved, can it be placed on the City's Commissioners Court Agenda for Monday, March 10, 2014? Your kind consideration to this request is greatly appreciated.

Cc: Ken Starrs, Assistant Commander
Courtney Alvarez, City Attorney
Mary Valenzuela, City Secretary
File

Attachments



Dreams. Delivered.

Transportation Training Services

TRAINING AND DEVELOPMENT AGREEMENT

DATE: January 8, 2014

GENERAL: This Agreement is entered into by and between Del Mar College and City of Kingsville Specialized Crimes & Task Force in consideration of the mutual promises contained herein.

SECTION I. AGREEING PARTIES

A. The Performing Party:

Del Mar College
101 Baldwin
Corpus Christi, TX 78404

B. The Receiving Party:

The City of Kingsville Specialized Crimes &
Narcotics Task Force
P.O. Box 213
Kingsville, TX 78364

SECTION II. TERMS OF AGREEMENT

- A.** This document shall be considered as a proposal for services until signed by both parties.
- B.** Services provided by this Agreement will begin September 1, 2013 and will end August 31, 2016.
- C.** The Receiving Party agrees to pay for services received within 30 days from receipt of invoice.
- D.** Either party has the right to cancel services or training specified by the Agreement for failure of the other party to perform in accordance with the terms outlined herein or in attachments or changes hereto. Such cancellation requires written notice three days prior to such cancellation. If services are deleted or cancelled, payment shall be due for all past services performed and any costs incurred providing those services, as agreed upon in Section III, Statement of Services to be Performed. Services can be rescheduled if agreed to by both parties.
- E.** Neither party shall be responsible to the other for personal injuries, losses, claims, or demands caused by the acts or omissions, if any, of such party or its agents, employees, invitees, or subcontractors. The liability, if any, of either party shall be that prescribed by the laws of the State of Texas.
- F.** It is the responsibility of the Receiving Party to declare if any employees are brought in from out-of-state by the company for the sole purpose of taking this course.

If an employee is brought in from out-of-state, an out-of-state tuition will be charged for these employees.



Dreams. Delivered.

G. Contact persons are:

The City of Kingsville Specialized Crimes &
Narcotics Task Force
Attn: Ken Starrs
361-595-5778 361-595-5781 (fax)

Transportation Training Services
Del Mar College
Attn: John Rojas
361-698-2707 361-698-2708 (fax)

SECTION III. STATEMENT OF SERVICES TO BE PERFORMED

Del Mar College will:

Provide Professional Truck Driver training for The City of Kingsville Specialized Crimes & Narcotics Task Force. Del Mar College agrees to waive tuition costs to The City of Kingsville Specialized Crimes & Narcotics Task Force. In return, The City of Kingsville Specialized Crimes & Narcotics Task Force agrees to provide a tractor/trailer (auction valued at approximately \$14,000 combined) that will temporarily be assigned to Del Mar College for training purposes under this agreement. The City of Kingsville Specialized Crimes & Narcotics Task Force will temporarily issue the title of the tractor/trailer under Del Mar College for the length of this agreement. Del Mar College will be allowed to convert the tractor/trailer into a training vehicle by making sleeper area a mobile classroom by adding bucket seats with seat belts for student observation and will be responsible for providing insurance, maintenance, repairs, and fuel for tractor/trailer while it is under loan to us. Del Mar College agrees to insure the tractor/trailer at its own expense for the period of use under this agreement and agrees that it will not sell or donate the vehicle to any third parties. The City of Kingsville Specialized Crimes & Narcotics Task Force may send up to 6 employees for training effective September 1, 2013 through August 31st 2016. When Del Mar College finds the tractor/trailer unusable for training purposes, the tractor/trailer will be returned and title issued to The City of Kingsville Specialized Crimes & Narcotics Task Force.

All training costs are calculated with the intentions of performing all training in Corpus Christi.

SECTION IV. SERVICE COST

Professional Truck Driving I	
Registration Class A CDL Training	\$2,370.00 (waived)
College Tuition Fee	\$400.00 (waived)
Student Fee	\$75.00 (waived)
Truck Use Fee	\$80.00 (waived)
CDL License	\$60.00
M.V.R. (Driving Record)	\$20.00
Books	\$50.00
D.O.T. Physical & Drug Screen	\$99.50

Note: The City of Kingsville Specialized Crimes & Narcotic Employees will be responsible to pay \$229.50 for CDL License, M.V.R., Books, & D.O.T. Physical and Drug screen.



Dreams. Delivered.

Transportation Training Services

SECTION V. AGREEMENT

This Agreement constitutes the entire Agreement between the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

SECTION VI. CERTIFICATION OF BASIC AGREEMENT

RECEIVING PARTY

The City of Kingsville

By: Authorized Signature

Vincent J. Capell

Name

City Manager

Title

Date Signed

PERFORMING PARTY

Del Mar College

By: Authorized Signature

Mark Escamilla, Ph.D.

Name

President

Title

Date Signed

REGULAR AGENDA

AGENDA ITEM #9

**City of Kingsville Tourism Department
And the Wings over South Texas Air Show
March 28-30, 2014**

The City has long supported the NAS Kingsville biennial air show which is a premier local event that brings tens of thousands of visitors to the base. This year, changes by the Navy and the commitment of the base CO have opened the door to a new look at how the community can both support and benefit from the air show. These changes occurred late in the planning process but there can still be beneficial changes for this year and, perhaps, even more in the future.

I had several objectives regarding the biennial air show and external events this year enabled some efforts toward those objectives:

1. Better coordination among City department heads and their counterparts at the base.
We are making significant progress but more can be done in the future.
Communications channels can be further clarified
2. More activity off base.
There have been two very good activities that have been held off-base: a pep rally at the Javelina Stadium and a Meet the Blues event. This year the Meet the Blues event is being held downtown. Other activities were planned for downtown and later cancelled. I expect that the Pep Rally will benefit from increased communications this year.
3. Better access to the visitors for presentation of the Kingsville region and its attractions for extending visits and for encouraging return visits

Several City Departments have been requested to support various logistical needs of the air show and there are also opportunities for their involvement in promotional ways, as well. The in-kind contributions of those City departments should be considered as City sponsorship.

Police Department

The Police Department has been requested to provide security support on/near the base that will result in \$7,705.39 of overtime.

Task Force

The Task Force has been requested to provide security support on/near the base that will result in \$3,747.08 of overtime.

Fire Department

The Fire Department has been requested to provide emergency services support on/near the base that will result in \$2,000 in overtime. In addition, the Fire Chief intends to offer overtime as a precaution in view of the more than doubling of the population of the community for the two days of the actual air show event. He is also looking into the impact of taking proper precautions

for the Pep rally and other activities scheduled for the Friday before the actual air show. That precaution could result in additional overtime of up to an additional \$2,400.

Public Works

Public Works has been requested to provide barricades and roll- outs for the midway of the air show on base. With more time, we might have been able to find more areas in which we could have supported the Navy but at this point the Navy seems satisfied with roll-outs and barricades delivered and retrieved during normal business hours before and after the event. In that case, there is no significant budget impact.

Tourism

Tourism has been offered the use of a 40x 50 foot canopy that faces the air show entrance to the midway on base. We are planning to divide the space among several tourism partners for use as a regional visitors' information center for show attendees for 9AM - 5PM, Saturday and Sunday of the air show.

We may have a boat, chuck wagon, police car, fire truck, bookmobile, etc. We are considering having prize drawings and demonstrations. We are also talking to Jonathan Swindle about having some hi tech tourism displays as well as tables to give out brochures.

The pavilion is provided at no cost but will cost \$4,000+ to set up displays depending on how we outfit it and the use of expendables.

Touch the Trucks

Public Works is considering bringing some vehicles/ equipment for static display. Those will have their own overtime costs of approximately \$1,750.

The university has asked for \$750 to underwrite an insurance policy for a possible radio controlled aircraft demonstration at the Javelina Stadium for the K-12 Pep Rally on Friday AM before the weekend air show. Police, fire public works and tourism have not been involved in planning for that event. It is a Navy, university and School Boards event. I checked with Risk Management, who checked with TML insurance and we see no reason to get involved, especially related to liability.

Impact/Sponsorship

The fiscal impact of City Services for the airshow is therefore \$20,000 - \$25,000, or roughly 25¢ per visitor.

City of Kingsville
Tourism Department
Wings over South Texas Airshow 2014

In our business, we are frequently asked to participate in marketing at small regional shows and exhibitions and also to provide gratuities for small groups of visitors. Sometimes, I feel that the expense exceeds the potential benefit.

For some time, I have felt that the biennial airshow was not being exploited to its full potential as a marketing tool for extended and subsequent visits to Kingsville.

This year, we will be utilizing a 40 by 50 foot aircraft canopy, bring provided by the Navy, at the entrance to the airshow midway as a regional tourism information pavilion for the tens of thousands of visitors to get a taste of Kingsville and to get information about area attractions.

We are offering regional tourism partners space and support in this facility.

Partners invited to participate include:

- Kingsville Chamber of Commerce
- Bishop Chamber of Commerce
- King Ranch Saddle Shop
- King Ranch Visitors Services
- 1909 H M King School
- Conner Museum
- Kenedy Ranch Museum
- Kleberg County Parks
- Police, Fire & Volunteer Fire Departments
- Library

We are planning on staffed service desks, brochure racks, displays, tables and chairs, demonstrations, etc.

We are planning for static displays that may include:

- Police vehicle
- Fire truck(s)
- Chuck wagon
- Hunting Vehicle
- Fishing Boat
- Bookmobile

We are purchasing banners to call attention to the pavilion (These will be re-useable): \$1,700

We have a proposal from Hi Res Creative to add hi tech capability to the pavilion and propose to allocate the \$2,000 Airshow set-aside for that purpose:

- Internet Hot Spot and hub
- Video display of Kingsville attractions
- Electronic raffle system to collect email addresses dispense gratuities
- Airshow app
- Additional banners
- staffing

We feel that providing a regional tourism pavilion with high tech and high touch capability at a local event that is expected to attract 10's of thousands of visitors should provide a good return on investment for the City as well as for our participating tourism partners.

AGENDA ITEM #10

RESOLUTION NO. 2014-_____

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION OF DRAINAGE UPGRADES, SIDEWALKS AND LANDSCAPING ON GENERAL CAVAZOS (FM 1356) FROM 6TH STREET TO 14TH STREET.

WHEREAS, the City Commission of the City of Kingsville desires to have drainage improvements and sidewalks constructed and landscaping installed on General Cavazos Blvd. (FM 1356) from 6th Street to 14th Street;

WHEREAS, the Texas Department of Transportation will be submitted a contract for an Advance Funding Agreement for Construction of drainage upgrades, sidewalks and landscaping on General Cavazos Blvd. on the north side of General Cavazos from 6th Street to 14th Street; and

WHEREAS, the City of Kingsville must pass a resolution authorizing the City to enter into the Advance Funding Agreement with the Texas Department of Transportation for Construction of drainage upgrades, sidewalks and landscaping on General Cavazos Blvd. on the north side of General Cavazos from 6th Street to 14th Street; and

WHEREAS, the City will be responsible for contributing approximately \$110,000.00 to the State for this project.

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

I.

THAT the City Commission authorizes the City Manager to execute the Advance Funding Agreement for Construction of drainage upgrades, sidewalks and landscaping on General Cavazos Blvd. on the north side of General Cavazos from 6th Street to 14th Street with the Texas Department of Transportation as discussed herein.

II.

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

IV.

THAT this Resolution shall become effective upon adoption.

PASSED AND APPROVED by a majority vote of the City Commission on the 10th day of March, 2014.

Sam R. Fugate
Mayor

ATTEST:

Mary Valenzuela
City Secretary

APPROVED AS TO FORM:

Courtney Alvarez
City Attorney



Engineering Department

361-595-8007
361-595-8035 Fax

DATE: February 14, 2014
TO: City Commission through City Manager
FROM: Juan Carlos Cardenas, P.E., City Engineer/Director of Public Works
SUBJECT: Advanced Funding Agreement with Texas Department of Transportation for construction of drainage upgrades, sidewalks and landscaping on General Cavazos (FM 1356)

SUMMARY

This item authorizes staff to enter into an Advanced Funding Agreement (AFA) between Texas Department of Transportation (TXDOT) and the City of Kingsville to fund drainage upgrades, sidewalks on the north side of General Cavazos from 6th Street to 14th Street, and install landscaping on the north side of General Cavazos from 6th Street to 14th Street.

BACKGROUND

TXDOT will be designing and constructing improvements to General Cavazos Blvd. from 6th Street to 14th Street. TXDOT will continue the widening of General Cavazos from 6th Street to the Casa Del Rey Apartments and other improvements to 14th Street. The City of Kingsville has requested for TXDOT to include Drainage improvements, sidewalks and landscaping along General Cavazos Blvd. These improvements will be on the north side of General Cavazos Blvd.

RECOMMENDATION

In 2011 the City Commission approved a similar agreement with TXDOT relating to drainage improvements on Caesar Street during the US 77 Caesar overpass construction.

Staff recommends approving the Advanced Funding Agreement with TXDOT.

FINANCIAL IMPACT

The design and construction work for these improvements will cost the City \$110,000.00. \$70,000.00 of the funding will come from 2014 budget item 068 CO Fund Capital Projects (5-305.0-531.00 Drainage), \$40,000.00 of the funding will come from budget item 001 General Fund (5-305.0-521.00 Street and Bridge)

Approved

Vincent Capell, City Manager

AGENDA ITEM #11

ORDINANCE 2014-_____

AMENDING THE ZONING ORDINANCE BY CHANGING THE ZONING MAP IN REFERENCE TO LOTS 17-26, (MOBILE HOME PARK), BLOCK 7, HOFFMAN SUBDIVISION KNOWN AS 210 E. MILLER FROM R1-SINGLE FAMILY RESIDENTIAL DISTRICT TO C4-COMMERCIAL BUSINESS DISTRICT; AMENDING THE COMPREHENSIVE PLAN TO ACCOUNT FOR ANY DEVIATIONS FROM THE EXISTING COMPREHENSIVE PLAN; AND PROVIDING FOR PUBLICATION.

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

WHEREAS, with proper notice to the public, public hearings were held on Wednesday, February 26, 2014 during a meeting of the Planning and Zoning Commission, and on Monday, March 10, 2014 during a meeting of the City Commission, at City Hall, in the City of Kingsville, during which all interested persons were allowed to appear and be heard; and

WHEREAS, the Planning & Zoning Commission by a 5-0 vote approved the requested rezone; and

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

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

SECTION 1. That the Zoning Ordinance of the City of Kingsville, Texas, is amended by changing the zoning of Hoffman Subdivision, Block 7, Lots 17-26, known as 210 E. Miller (a Mobile Home Park) from R1-Single-Family Residential District to C4 Commercial District, as more specifically described on the Zone Change Map, attached as Exhibit A.

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

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

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

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

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

INTRODUCED on this the 10th day of March, 2014.

PASSED AND APPROVED on this the 24th day of March, 2014.

THE CITY OF KINGSVILLE

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED:

Courtney Alvarez, City Attorney

PLANNING & ZONING COMMISSION AGENDA

Wednesday, February 26th, 2014, 6:00 p.m.

Regular Meeting

Honorable Robert H. Alcorn Commission Chambers,
1st Floor – City Hall, 200 E. Kleberg Ave., Kingsville, Texas

PLANNING & ZONING COMMISSION SEATING ARRANGEMENT

COMMISSION MEMBERS

Robert McCreight

Rudy Galvan

Debbie Tiffiee

Bill Aldrich

Jessica Storck,
Secretary

Steve Zamora,

Chairman

CITY STAFF

COMMISSION MEMBERS

Lupe Alvarez

Albert Garcia

Raymond Perez

Tom Dock

Robert G. Isassi, P.E.
Director of Planning
& Development
Services

The following rules of conduct have been adopted by this Commission:

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

A COPY OF CHAPTER 15 "LAND USAGE", FROM THE CITY OF KINGSVILLE CODE OF ORDINANCES, IS AVAILABLE.

AGENDA

- **CALL TO ORDER**
- **ROLL CALL**
- **APPROVAL OF MINUTES OF REGULAR MEETING – February 12, 2014**
- **PUBLIC COMMENTS FOR ALL AGENDA & NON-AGENDA ITEMS**
- **POSTPONEMENTS/ADJUSTMENTS TO THE AGENDA**
- **OLD BUSINESS – None**
- **NEW BUSINESS**

ITEM #1 Bill Cumberland, Owner - Requesting the approval of a rezoning from single-family residential (R1) to a commercial district (C4) of property located at Hoffman, Block 7, Lot 17-26, (Mobile Home Park), also known as 210 E Miller.

- **MISCELLANEOUS:** Any topic may be discussed but no action may be taken at this time;
- **ADJOURNMENT**

Please call the CITY SECRETARY at 595-8003 to obtain definitive and final City Commission Hearing Date.

It is the intention of the City of Kingsville to comply in all aspects with the Americans with Disabilities Act (ADA). If you plan on attending a meeting to participate or to observe and need special assistance beyond what is routinely provided, the city will attempt to accommodate you in every reasonable manner. Please contact the Planning Secretary, 361-595-8055, at least two business days prior to the meeting to inform the City of your specific needs and to determine if accommodation is feasible.

I certify that this agenda was posted at least seventy-two (72) hours before the commencement of the Planning and Zoning Commission Meeting scheduled for Wednesday, February 26th, 2014.



Robert G. Isassi, P.E.
Director of Planning & Development Services

Posted •
@ _____
On _____
By _____

Staff Report to the PLANNING & ZONING COMMISSION and CITY COMMISSION

By the Planning & Development Services Department, Planning Division
for the City of Kingsville, Texas

Request: **CONSIDER APPROVAL OF A CHANGE IN ZONING REQUEST
OF THE HOFFMAN SUBDIVISION, BLOCK 7, LOTS 17-26 FROM
SINGLE FAMILY RESIDENTIAL (R1) DISTRICT TO
COMMERCIAL (C4) DISTRICT.**

Petitioner & Agent: Bill Cumberland, Property Owner

Date of P&Z Hearing: February 26th, 2014.

Comprehensive Plan Land Use:	C4 Requested <i>*Public Notice mislabeled the request to C2*</i>
Existing Zoning Classification:	R1
Adjacent Zoning:	North: R1 South: C4 East: R1 West: C4

EXISTING INFRASTRUCTURE

Transportation:	Property is between adjacent to existing residential streets Miller & 7 th St.
Community Facilities:	Services provided
Capital Improvements:	Existing empty lot, pending sale with adjacent owner.
Fire Station Proximity:	1.3 driving miles
100 Year Floodplain:	The property is not within the 100-year floodplain. The subject site is located within Flood Zone "C". The areas of minimal flood hazard, which are the areas outside the Special Flood Hazard Area (SFHA) and higher than the elevation of the 0.2-percent-annual-chance flood, are labeled Zone C or Zone X.

EXHIBITS PRESENTED

- Chapter 15 of the Kingsville Code of Ordinances (present at the meeting)
- City of Kingsville Master Plan (present at the meeting)
- City of Kingsville Comprehensive Housing Plan
- Site Plan
- Application for major preliminary subdivision plat
- Mailing list of owners within 200 feet

BACKGROUND AND HISTORY

The petitioner is requesting a zoning district change from R1 to C4 to facilitate the sale of the property to the adjacent property owner located directly west of Lot 26 for the purpose of increasing the lot size of the adjacent auto sale business. In order for the auto sale business to expand, these lots would be required to change from the existing R1 to C4. The existing property

has traditionally been utilized as a mobile home park which was grandfathered in when zoned as R1.

FIELD INSPECTION AND PERTINENT DATA

These lots were traditionally a mobile home park for 30+ years. The lots were more recently noticed by code enforcement to be abated. The owner subsequently decided to demolish the remaining mobile homes and level the lots. Now that these lots have been cleared, Mr. Cumberland has agreed to the potential sale of the property to his neighbor on the west with the condition that it is rezoned to C4, prior to sale, to ensure that the property use of an auto sales lot will meet the allowable land use.

STAFF REVIEW AND RECOMMENDATION

In general, Planning and Zoning Commission considers the following factors when making a recommendation on Zoning District Changes:

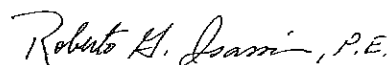
1. Whether the proposal is in conformance with the goals and policies contained in all elements of the 2008 Master Plan.
2. Whether the proposal is in keeping with the purpose of the zoning districts.
3. Whether the proposal is detrimental to the public health, safety and welfare.
4. Whether the proposal is detrimental to existing or potential adjacent land uses.
5. Whether the proposal will generate traffic levels inappropriate, hazardous, or detrimental to the existing or potential nearby land uses.

Staff recommends **APPROVAL** of this request with the following findings:

1. The proposal is in conformance with the goals and policies contained in all elements of the 2008 Master Plan. The Master Plan's Growth Strategy and Policies on Chapter 2 – Growth Capacity, Page 10, states that “development should be encouraged first within the City Limits” so as to minimize costs to utility growth so that public infrastructure is not extended until there is a net fiscal benefit for doing so.
2. The proposal is in keeping with the purpose of the zoning districts. The rezone will simply extend the existing C4 commercial district to 7th Street, identical to the C4 area across Miller Avenue.
3. The proposal is not detrimental to the public health, safety, and welfare.
4. The proposal is not detrimental to existing or potential adjacent land uses.
5. The proposal will not generate inappropriate, hazardous, or detrimental traffic levels in the existing or nearby area.

The Planning Department has evaluated the request and can find no issues with it. It is within the Master Plan concept and will allow for the growth of business along 6th Street.

Prepared by:



Robert G. Isassi, P.E.

Director of Planning & Development Services

Feb-26-2014

CITY OF KINGSVILLE
PLANNING AND ZONING DIVISION
MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 210 E. Miller Nearest Intersection 7th & Miller
(Proposed) Subdivision Name _____ Lot 17-26 Block 7
Legal Description: Hoffman, Block 7, Lot 17-26
Existing Zoning Designation R1 Future Land Use Plan Designation C4

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent WA Cumberland JR Phone 228-2104 FAX _____
Email Address (for project correspondence only): _____
Mailing Address 1029 Hall City Kingsville State Tx Zip 78363
Property Owner WA Cumberland Phone 228-2104 FAX _____
Email Address (for project correspondence only): _____
Mailing Address _____ City _____ State _____ Zip _____

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

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

Please provide a basic description of the proposed project: Request to Rezone
from R1 to C4

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

Applicant's Signature: WA Cumberland JR Date: 1-16-14

Property Owner(s) Signature: WA Cumberland JR Date: 1-16-14

Accepted by: Jessica Fox Date: 1-16-14

Application Check List for a Re-Zoning

The following must be submitted prior to the application deadline. Otherwise, the application will be deemed incomplete and may result in unnecessary delays: (Please ✓ when complete)

Site and landscape plans: 1 full size and 15 - 11"x17" reductions (copies from PMT reduction)

- ☒ 1. A written description of the requested zoning district and the proposed use.
- ☒ 2. A site plan showing the location, dimension, material and configuration of all existing buildings, structures and other improvements.
- ☒ 3. The lot size in square feet and the dimensions thereof.
- ☒ 4. The land uses surrounding the lot(s) for which site plan approval is being sought.
- ☒ 5. The zoning on the lots and parcels surrounding the lot(s) for which site plan approval is being sought.
- ☒ 6. Such additional information as the city planner may deem pertinent and essential to the application.

Please note that this process can take up to 100 days.

#1. Requesting rezone from R1 to C2 for the purpose of constructing a car parking lot.

08/11

#2. see attached.

#3. see attached. (Hoffman Addition)

#4. Land Use

To the West. - C2 - Commercial auto sales

To the North - C2 commercial printing co.

(behind this lot)

Air Serve Printing

To East. - R1 Homes

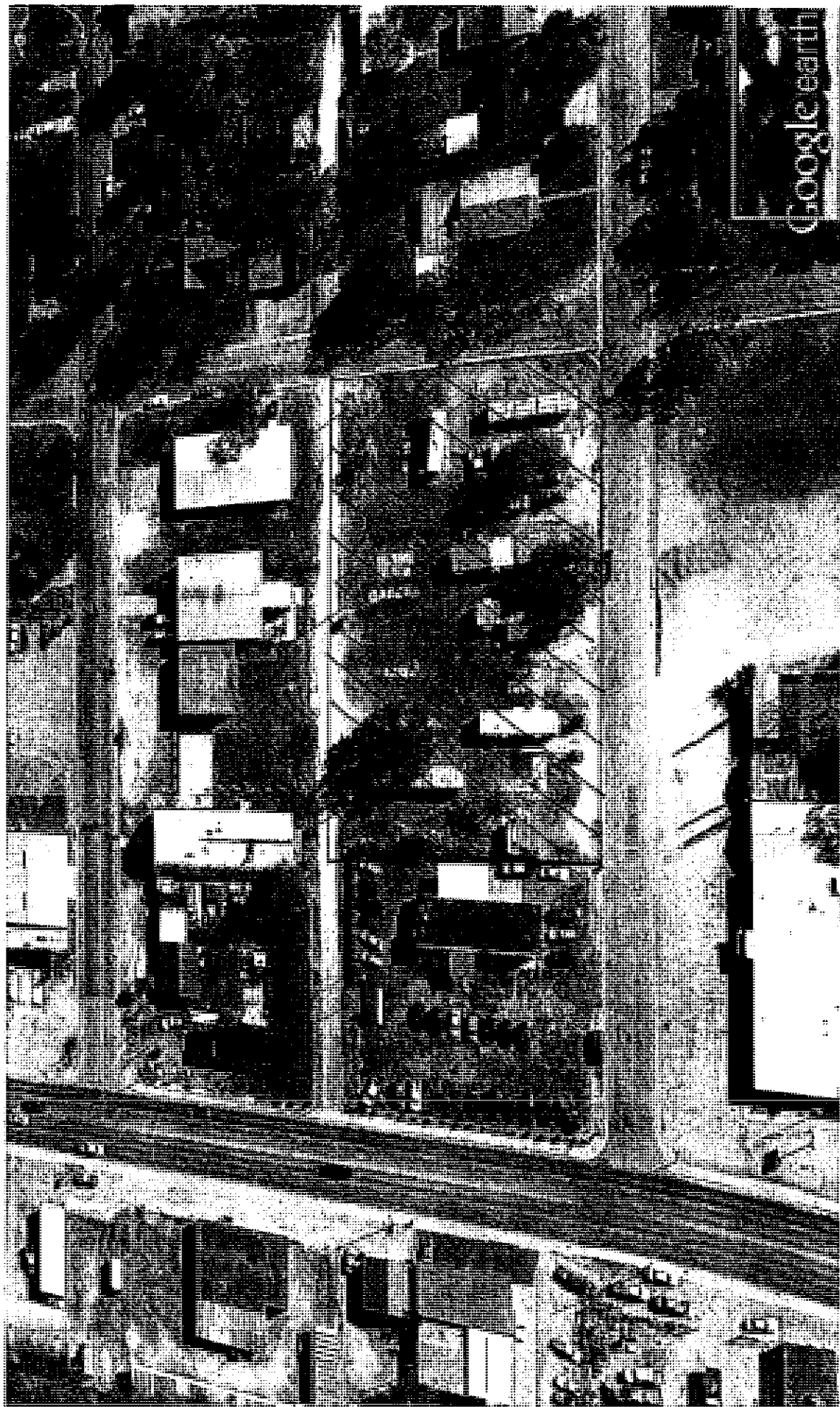
Ibrey & Son's

(across street)

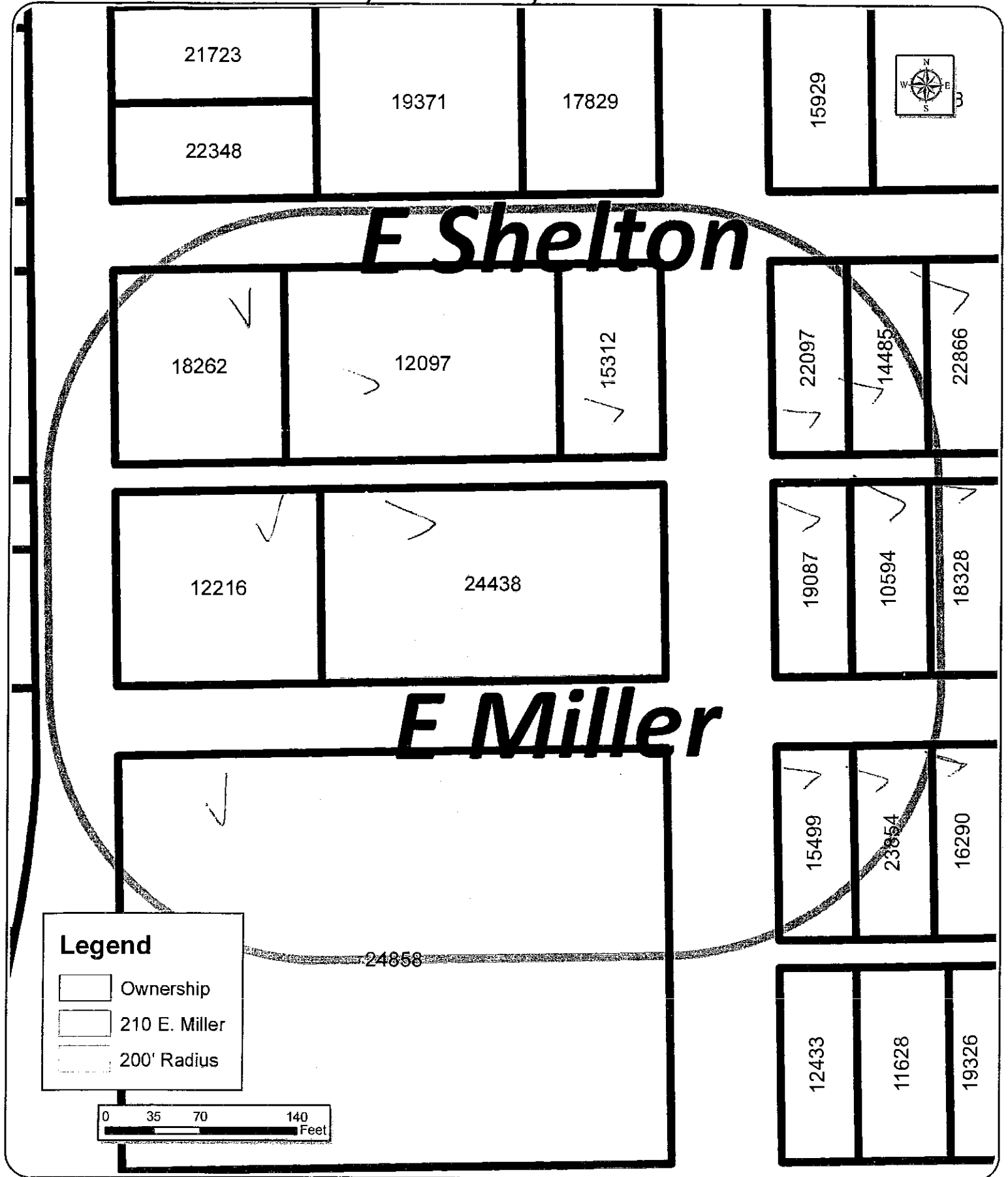
To South. - Elk's Lodge (rear parking lot) (C2)

#5. see #4.

#6. N/A



200 ft. radius of 210 E. Miller



Document Path: N:\Engineering\GIS Techs\MAPS\MAP_DOCUMENTS\Arc_City_Base_Map_8.5x11.mxd



Planning Department

TO: Vince Capell, City Manager

FROM: Robert G. Isassi, P.E., Director of Planning & Development Services

SUBJECT: Rezone Approval Request – 210 E. Miller

DATE: March 3, 2014

Reference is made to a request for approval of a change in zoning request of Lots 17-26, Block 7 of the Hoffman subdivision addressed as 210 E Miller. The owner, Bill Cumberland, is requesting a zoning district change from Single-Family Residential (R1) to Commercial (C4) District in order to facilitate the sale of property to the adjacent property owner zoned as C4. The adjacent property owner plans to purchase the property after Mr. Cumberland has finalized the rezone to C4 and expand his car sales business.

A field inspection of these lots shows that this property was traditionally a mobile home park, and had been for over 30 years. The lots were more recently noticed by code enforcement and required them to be abated. The owner subsequently decided to demolish the remaining mobile homes and level the lots.

This rezone request was reviewed by the Director of Planning and Development Services as well as reviewed and recommended for approval by the Planning and Zoning Commission at a meeting on February 26th, 2014. The Planning Director recommended approval of the rezone based on the adjacent zoning around the area and noted that a majority of the property, east of 7th St. was either already C4 or other commercial businesses. The proposed future use of expanding the adjacent car lot would not be detrimental to nearby businesses nor residents and is in conformance with the Master Plan's growth strategies.

In the meeting, it was conveyed that there was no opposition to the rezone request and the Planning and Zoning Commission voted to approve the request by a vote of 5-0. City Staff agrees with the Planning & Zoning Commission's findings and recommends APPROVAL of this request by City Commission.

AGENDA ITEM #12



Planning Department

TO: Vince Capell, City Manager

FROM: Robert G. Isassi, P.E., Director of Planning & Development Services *RGI*

SUBJECT: Request for assistance on property liens

DATE: March 3, 2014

Reference is made to a request for assistance on four (4) properties with City weed liens. A listing of the properties and amounts owed are as follows:

Address	Principle	Interest
405 W Huisache	\$2,262.77	\$ 771.42
410 W Huisache	\$ 887.69	\$ 361.11
611 W Fordyce	\$2,639.67	\$1,145.21
705 W Doddridge	\$ 811.91	\$ 347.61
Total	\$6,602.04	\$2,625.35

An interested party is considering purchasing this property if the City can forgive these liens. After discussing the issue with the requestor, City staff has agreed to request that Commission consider waiving only the interest accrued as a result of the liens. The requestor has agreed with City staff's recommendation. The proposed buyer has stated that he would maintain the property after purchase and that he would like to infill these lots with new housing.

received
2-3-14

February 1, 2014

Dear Commissioners,

I'm interested in buying several pieces of property from Mr. Sanchez. I initially offered to purchase 611 W. Fordyce but he offered to sell me the four properties he currently owns. He wasn't sure the amount owed on the city lien. After I paid to have the research done I was surprised to find out the liens totaled to \$10,590.11. I would like to know if you commissioners would consider lowering the city lien amount from \$10,590.11 to \$5,000? Below are the properties, appraisal value and city lien amount form each property. If you have any question or concerns you can contact me at 361-455-1306.

<u>Address</u>	<u>Property Appraisal</u>	<u>Lien Amount</u>
705 W. Doddridge	\$1,000.00	\$1,159.51
611 W. Fordyce	\$2,000.00	\$4,112.74
405 W. Huisache	\$2,140.00	\$3,034.17
410 W. Huisache	\$1,000.00	\$2,283.69
	Total: \$6,140.00	Total: \$10,590.11

As you can see the lien total versus the appraisal total is a difference of \$4,450.11. I would appreciate it if you would take all this into consideration. Thanks for your service

Best Regards,



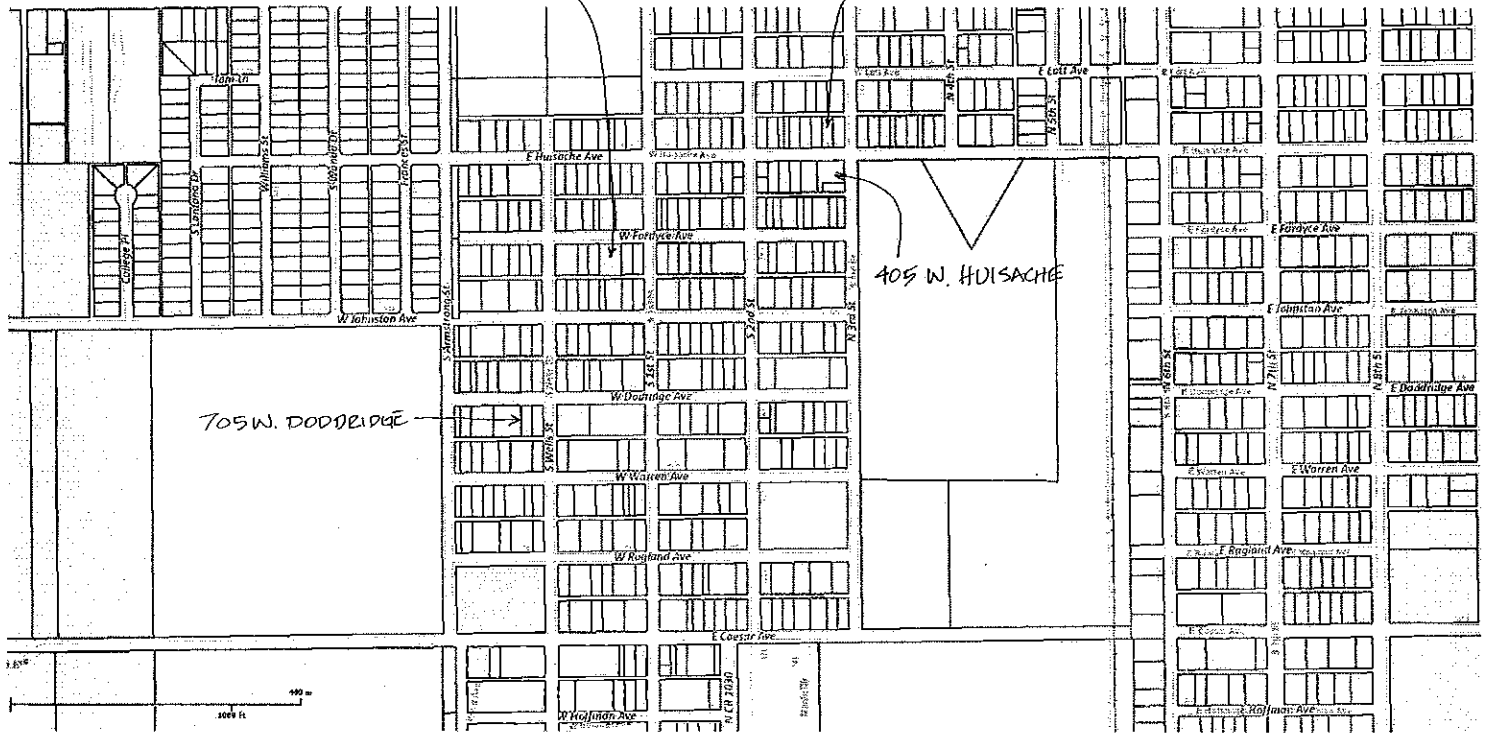
George Hernandez

611 W. FORDYCE

410 W. HUISACHE

405 W. HUISACHE

705 W. DODDRIDGE



Property Tax ID #	Property Owner	Mailing address	City	State	Zip	Lien Property address	Lien Date	Lien Type	Vol. & Page	Interest rate	Lien Principal (P)	Lien Interest (I)	Total Lien Balance (P&I)	Payoff date
22603	Sanchez, Melito	1707 Cortia St.	San Antonio	TX	78209	405 W HUISACHE	02/26/2008	weed lien	VOL 0384 PAGE 730	10%	\$140.73	\$83.49	\$224.22	01/31/2014
22603	Sanchez, Melito	1707 Cortia St.	San Antonio	TX	78209	405 W HUISACHE	03/27/2007	weed lien	VOL 0358 PAGE 427	10%	\$368.08	\$252.32	\$620.40	01/31/2014
22603	Sanchez, Melito	1707 Cortia St.	San Antonio	TX	78209	405 W HUISACHE	11/20/2008	weed lien	VOL 0402 PAGE 221	10%	\$140.73	\$73.16	\$213.89	01/31/2014
22603	Sanchez, Melito	1707 Cortia St.	San Antonio	TX	78209	405 W HUISACHE	08/10/2010	weed lien	VOL 437 PAGE 029	10%	\$92.02	\$32.01	\$124.03	01/31/2014
22603	Sanchez, Melito	1707 Cortia St.	San Antonio	TX	78209	405 W HUISACHE	10/31/2011	weed lien	VOL 460 PAGE 928	10%	\$884.37	\$190.39	\$1,074.76	01/31/2014
22603	Sanchez, Melito	1707 Cortia St.	San Antonio	TX	78209	405 W HUISACHE	02/16/2012	weed lien	VOL 465 PAGE 776	10%	\$162.38	\$31.81	\$194.19	01/31/2014
22603	Sanchez, Melito	1707 Cortia St.	San Antonio	TX	78209	405 W HUISACHE	05/22/2013	weed lien	VOL 491 PAGE 586	10%	\$233.00	\$16.21	\$249.21	01/31/2014
22603	Sanchez, Melito	1707 Cortia St.	San Antonio	TX	78209	405 W HUISACHE/6	10/26/2010	weed lien	VOL 441 PAGE 344	10%	\$281.46	\$92.01	\$373.47	01/31/2014
									TOTALS		\$2,262.77	\$771.42	\$3,034.19	
22315	Sanchez, Melito	1707 Cortia St.	San Antonio	TX	78209	410 W HUISACHE	02/26/2008	weed lien	VOL 0384 PAGE 878	10%	\$324.77	\$192.74	\$517.51	01/31/2014
22315	Sanchez, Melito	1707 Cortia St.	San Antonio	TX	78209	410 W HUISACHE	11/20/2008	weed lien	VOL 0402 PAGE 393	10%	\$140.73	\$73.16	\$213.89	01/31/2014
22315	Sanchez, Melito	1707 Cortia St.	San Antonio	TX	78209	410 W HUISACHE	10/31/2011	weed lien	VOL 460 PAGE 936	10%	\$422.19	\$95.20	\$517.39	01/31/2014
									TOTALS		\$887.69	\$361.11	\$1,248.80	
21996	Sanchez, Melito	1707 Cortia St.	San Antonio	TX	78209	611 W FORDYCE	03/27/2007	weed lien	VOL 0358 PAGE 456	10%	\$920.18	\$630.78	\$1,550.96	01/31/2014
21996	Sanchez, Melito	1707 Cortia St.	San Antonio	TX	78209	611 W FORDYCE	11/20/2008	weed lien	VOL 0402 PAGE 265	10%	\$562.91	\$292.71	\$855.62	01/31/2014
21996	Sanchez, Melito	1707 Cortia St.	San Antonio	TX	78209	611 W FORDYCE	10/31/2011	weed lien	VOL 460 PAGE 612	10%	\$703.65	\$158.67	\$862.32	01/31/2014
21996	Sanchez, Melito	1707 Cortia St.	San Antonio	TX	78209	611 W FORDYCE	02/16/2012	weed lien	VOL 465 PAGE 736	10%	\$162.38	\$31.81	\$194.19	01/31/2014
21996	Sanchez, Melito	1707 Cortia St.	San Antonio	TX	78209	611 W FORDYCE	08/30/2012	weed lien	VOL 476 PAGE 225	10%	\$162.38	\$23.09	\$185.47	01/31/2014
21996	Sanchez, Melito	1707 Cortia St.	San Antonio	TX	78209	611 W FORDYCE	06/13/2013	weed lien	VOL 493 PAGE 090	10%	\$128.17	\$8.15	\$136.32	01/31/2014
									TOTALS		\$2,639.67	\$1,145.21	\$3,784.88	
23861	Sanchez, Melito	1707 Cortia St.	San Antonio	TX	78209	705 W DODDRIDGE	03/27/2007	weed lien	VOL 0358 PAGE 399	10%	\$368.07	\$252.32	\$620.39	01/31/2014
23861	Sanchez, Melito	1707 Cortia St.	San Antonio	TX	78209	705 W DODDRIDGE	10/31/2011	weed lien	VOL 460 PAGE 932	10%	\$281.46	\$63.47	\$344.93	01/31/2014
23861	Sanchez, Melito	1707 Cortia St.	San Antonio	TX	78209	705 W DODDRIDGE	02/16/2012	weed lien	VOL 465 PAGE 764	10%	\$162.38	\$31.81	\$194.19	01/31/2014
									TOTALS		\$811.91	\$347.61	\$1,159.52	

TOTALS FOR ALL PROPERTY	\$6,602.04	\$2,625.35	\$9,227.39	01/31/2014
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AGENDA ITEM #13

RESOLUTION #2014-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A TEMPORARY COMMERCIAL WIFI SITE LEASE AGREEMENT BETWEEN CITY OF KINGSVILLE AND RIVIERA TELECOMMUNICATIONS; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville staff has met with representatives of Riviera Telecommunications regarding a temporary commercial wifi site lease agreement in temporarily install equipment on City property, which may lead to a longer term contract;

WHEREAS, the City has entered into similar wifi site lease agreements previously;

WHEREAS, the parties believe the agreement to be in the best interest of both parties.

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 a Temporary Commercial Wifi Site Lease Agreement between the City of Kingsville and Riviera Telecommunications 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 _____ 10th day of March, 2014.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

TEMPORARY
COMMERCIAL WIFI SITE LEASE AGREEMENT

Between
City of Kingsville
And
Riviera Communications

This Lease (sometimes referred to herein as the "Agreement") is entered into between the **City of Kingsville, a municipal corporation in the State of Texas** (hereinafter referred to as the "Landlord"), and Riviera Communications (hereinafter referred to as "Tenant").

W I T N E S S E T H:

WHEREAS, Landlord/City desires to provide Tenant with facilities for the temporary housing and operating certain communications equipment, including the installation of towers and antennas or antenna systems or personal wireless facilities; and

WHEREAS, Landlord/City owns the premises needed for the wireless system and desires to allow Tenant to enter and utilize said premises;

NOW, THEREFORE, for the consideration and on the terms and conditions hereinafter set forth, the parties agree as follows:

ARTICLE I

TERM

1.01 Term of Lease: The term of this lease is ninety (90) days, beginning on the date of execution of this Agreement, and ending on the same date ninety (90) days later, unless terminated sooner as provided in this lease.

1.02 Option to Extend Term: Tenant may extend the terms of this lease beyond the expiration date provided in Section 1.01 one time on the following conditions:

a. Tenant may, if it is not in default either on the date required for the notice or on the date such extension commences, extend the lease term for one additional period of ninety (90) days. The extended term will begin on the day following the expiration date of the lease term specified in Section 1.01. But if, at the date the original term or any extended term expires, Tenant is in default beyond any grace period provided in this lease in performing any of the terms of this lease, the remaining option or options are void. All of the terms and covenants of this lease apply to all extended lease terms.

b. Tenant will be considered to have requested an automatic extension unless it notifies the Landlord of its option not to extend this lease by giving Landlord notice of its intention not later than five (5) days before the lease term expires. To be effective, notice of intention not to extend under this lease must be sent by mail or fax to Landlord at the address provided in Section 13.01 and must be postmarked no later than the latest date provided in this section for Tenant's exercising to decline the extension option. Only one ninety day extension is allowed under this agreement.

1.03 Right of Early Cancellation After Installation of Equipment: After the installation of Tenant's equipment on the premises, but prior to the expiration of forty-five (45) days from the date of execution of this Agreement, Tenant may cancel this Agreement, by providing thirty (30) days written notice to the Landlord, without obligation of additional rent or consideration beyond the time that all of Tenant's equipment has been removed from Landlord's premises, except that Tenant shall remain obligated pursuant to this Agreement for all other obligations or provisions to the Landlord until all of Tenant's equipment has been removed from the premises without incident.

ARTICLE II

RENT & TAXES

2.01 Fixed Rent: As consideration for this Agreement, Tenant shall pay Landlord one hundred dollars and no/10th (\$100) for each 90 day term commencing on the date of activation of equipment to be located on Landlord's premises and during the entire remaining term of this Agreement, and any extensions thereto. Payment shall be past due ten (10) days from payment due date. Interest on late payments shall accrue at ten percent (10%) per annum. If this Agreement is terminated at a time other than the last day of the year of the term for any reason other than a default by Tenant, all Rental Fees shall be prorated as of the date of termination and all prepaid Rental Fees shall be refunded to Tenant.

2.02 Taxes: Tenant agrees to pay all taxes, if any, which are assessed against Landlord due to the real property taxes attributable to Tenant's equipment or use of the Landlord's property and personal property improvements constructed or maintained by Tenant on or about Landlord's property; provided, however, Landlord shall use its best efforts to provide prior notification of any taxes for which Tenant is to be charged, so Tenant will have the opportunity to appear before the taxing authority and contest any assessment.

ARTICLE III

USE OF PREMISES

3.01 Tenant's Warranty Regarding Use: Tenant represents and warrants to Landlord that Tenant intends to use the premises for the installation and operation of a wireless transmission station including one electrical outlet or service and location for tenant's electrical backup power supply. Tenant's use of the property is restricted to those purposes specified in this section unless Tenant obtains Landlord's prior written consent to any change in use.

3.02 Compliance with Laws: Tenant may not use, or permit using the premises in any manner that results or constitutes a nuisance or for any illegal purpose. Tenant, at its own expense, will comply, and will cause its officers, employees, agents, and invitees to comply, with all applicable laws, ordinances, and governmental rules and regulations concerning the use of the premises including, but not limited to, Hazardous Materials Laws, and including the operation of Tenant's equipment located on the premises.

3.03 Right of Inspection: Tenant must permit Landlord and Landlord's agents, servants, and employees, access to the premises. Tenant may not restrict access to any part of the premises, and Tenant may not impose any conditions to

access but does restrict and prohibit any activities relating directly to the Tenant's equipment.

3.04 Tenant's Right of Use: Tenant shall have the right to quiet enjoyment of the use of the leased premises, but will work cooperatively with Landlord, to minimize disturbance to Landlord's premises. The Tenant will have access to their equipment at all times for emergency repairs but the Tenant will make reasonable effort to do all non-emergency repairs and maintenance during normal business hours and in cooperation with the Landlord.

3.05 Tenant Installation and Clean Up of Equipment: Tenant shall initially install all necessary equipment on the premises during the normal and regular working hours of Landlord. During the installation, operation and clean-up of Tenant's equipment the Tenant will work cooperatively with Landlord, to minimize disturbance to said premises. At the cancellation or end of this Agreement, Tenant shall return the leased premises to the same original condition as the premises existed at the beginning of this Agreement.

3.06 Tenant Owns Equipment: Tenant shall at all times own the equipment Tenant installs on the leased premises.

3.07 Location: The premises to be provided by Landlord are situated on certain real property owned by the Landlord. Landlord authorizes the City Manager for the City of Kingsville to approve or disapprove the locations to which Tenant may install its equipment on Landlord's property.

ARTICLE IV

REPAIRS AND MAINTENANCE

4.0 Repairs and Maintenance by Tenant: Tenant will throughout the lease term and any extensions of it, at its own expense and risk, maintain that immediate area of the premises where Tenant's equipment is located in good order and condition, including but not limited to making all repairs and replacements necessary to keep the premises and improvements in that condition. All maintenance, repairs, and replacements required by this section must be performed promptly when required. Failure to comply with this provision may be considered a breach of this Agreement. Tenant shall be responsible for the installation of devices to protect the leased premises against lightening.

ARTICLE V

UTILITIES

5.0 Utility Charges: Landlord is responsible for all monthly electric utility charges used in and about the premises during the lease term, excluding hookup, maintenance and disconnect charges due to Tenant's needs at Landlord's property. Landlord will notify Tenant within 24 hours prior to the Landlord's intent to disrupt electrical service at a location upon which Tenant has a connection. Tenant will be responsible for any and all costs associated with all other utilities, including, but not limited to, natural gas hookups, maintenance and service, which is due to Tenant's operations at the Landlord's property. Landlord shall provide and grant to Tenant any easements necessary for the provision of electric, natural gas, and telephone hookup and service to Landlord's property and Tenant's equipment.

ARTICLE VI

ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

6.0 **Consent of Landlord:** Tenant may not make any alterations, additions, or improvements to the premises without Landlord's prior written consent. Landlord may not unreasonably withhold consent for nonstructural alternations, additions, or improvements. Landlord will not intentionally use its property in such a manner as to cause harm to the operations of Tenant, and will not under any circumstances obstruct Tenant's antenna or backup power supply installed on the premises. Tenant shall submit to Landlord a detailed proposal for any such relocation of replacement facilities and any supplemental materials as may be requested, for Landlord's evaluation and written approval. Landlord agrees that such approval will not be unreasonably withheld, conditioned or delayed. A current and accurate site plan must be submitted to Landlord by Tenant and maintained on file with Landlord for the entire term of this Agreement and all renewals thereof.

ARTICLE VII MECHANIC'S LIEN

7.0 **Mechanic's Lien:** Tenant will not permit any mechanic's lien to be placed on the premises or improvements on the premises. Tenant will promptly pay any mechanic's lien that is filed on the premises or on improvements located on the premises. If default in payment of the lien continues for 20 days after Landlord's written notice to Tenant, Landlord may, at its option, pay the lien or any portion of it without inquiring into its validity. Any amounts Landlord pays to remove a mechanic's lien caused by Tenant to be filed against the premises or improvements on them, including expenses and interest, are due from Tenant to Landlord and must be repaid to Landlord immediately on rendition of notice, together with interest at the highest rate allowed by law until repaid.

ARTICLE VIII

INDEMNITY

8.01 **Property Insurance:** Tenant is responsible for and, at its own expense during the lease term, insure against loss or damage by fire or theft or other casualty all improvements on the premises made by Tenant. Landlord shall not insure Tenant's property or be responsible for loss of same.

8.02 **Hold-Harmless Clause:** Tenant will defend indemnify and hold Landlord harmless against any claims, demands, damages, costs, and expenses, including reasonable attorney's fees for defending claims and demands, arising from the installation, clean-up, conduct or management of Tenant's business on the premises or its use of them; or from any act of negligence of Tenant, its agents, contractors, employees, subtenants, concessionaires, or licensees in or about the premises. If any action or proceeding is brought against Landlord by reason of any such claim, Tenant, on notice from Landlord, will defend the action or proceeding by counsel acceptable to Landlord.

ARTICLE IX

DAMAGE OR DESTRUCTION OF PREMISES

9.01 **Notice to Landlord:** If the premises, or any structures or improvements on them, are damaged or destroyed by fire, tornado, or other casualty, Tenant must immediately give Landlord written notice of the damage or destruction, including a general description of the damage including, but not limited to, structural damages, electrical damages, damages to fencing, irrigation systems or

landscaping and, as far as known to Tenant, the cause of the damage. Tenant shall immediately notify Landlord of any and all damages resulting from, arising out of, or caused to the Landlord's property and property surrounding Landlord's property, including, but not limited to, structural damages, electrical damages, damages to fencing, irrigation systems or landscaping by Tenant's operations or by Tenant, its officers, agents, employees and invitees. Tenant shall be solely responsible for the costs and the repair of all such damages and such repairs and/or replacements shall be completed in a timely manner acceptable to Landlord.

9.02 Total Destruction: If the building on the premises is totally destroyed by fire, hurricane, tornado, or other casualty by other than the negligence, gross negligence, or intentional tort of Tenant or any person in or about the premises with Tenant's express or implied consent, or if it is so damaged that rebuilding or repairs cannot be completed within a reasonable period of time, this lease will terminate, and rent will be abated for the unexpired portion of this lease.

9.03 Partial Destruction: If the building or other improvements on the premises are damaged by fire, hurricane, tornado, or other casualty by other than the negligence, gross negligence, or intentional tort of Tenant or any person in or about the premises with Tenant's express or implied consent, but not to such an extent that rebuilding or repairs cannot reasonably be completed within thirty (30) working days, this lease will not terminate.

9.04 Electrical Interference: Tenant shall not cause electrical interference to Landlord at any time during or after installation or operation of Tenant's equipment. Moreover, Tenant's use will not in any way adversely affect or interfere with Landlord's signal operation or its communication system. Should such interference occur, Tenant will promptly take all steps necessary to correct such interference within ten (10) days' notice of the problem and, if such interference cannot be eliminated within thirty (30) days of such notice, Tenant shall suspend operations ("transmissions") at the site while the interference problems are studied and a means to eliminate the problem is found. Any such method for correction of an interference problem must be acceptable to both Landlord and Tenant. If the interference complained of cannot be eliminated, Tenant will cease its operations, remove all problem-causing equipment from the Landlord's property at that location, and this Agreement shall be terminated.

ARTICLE X

CONDEMNATION

10.0 Total Condemnation: If, during the lease term or any extension or renewal of it, the area where Tenant's equipment is located is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or are sold to the condemning authority under threat of condemnation, this lease will terminate, and the rent will be abated during the unexpired portion of this lease, effective as of the date the condemning authority takes the premises.

ARTICLE XI

TERMINATION AND DEFAULT

11.01 Tenant's Default: If Tenant allows the rent to be in arrears more than fifteen (15) days after written notice of the delinquency, or remains in default

under any other condition of this lease for thirty (30) days after written notice from Landlord, Landlord may, at its option, without notice to Tenant, terminate this lease, or, in the alternative, Landlord may reenter and take possession of the premises and the Tenant may remove all property without being considered guilty of any manner of trespass.

11.02 Landlord's Lien: If Tenant defaults in paying rent or any other sum due from Tenant to Landlord under this lease, Landlord has a lien on all fixtures, chattels, or other property of any description belonging to Tenant that are placed in or on, or become a part of, the premises as security for rent due and to become due for the remainder of the Current lease term and any other sum Tenant owes Landlord. This lien is not in lieu of, nor in any way affects the statutory landlord's lien but is in addition to that lien, and Tenant grants Landlord a security interest in all of Tenant's property placed in or on the premises for purposes of this contractual lien.

11.03 Waiver of Breach: Landlord waiving a breach of this lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach.

11.04 Termination for Cause: Upon the occurrence of any one or more of the events listed below (hereinafter an "Event of Default") and Tenant's failure to cure as provided in § 11.06, Landlord may, without penalty, at its option and without prejudice to any other remedy to which it may be entitled at law or equity, or otherwise under this Agreement, terminate use or occupancy under this Agreement at any time, either in whole or in part, by giving at least twenty (20) days' prior written notice thereof to Tenant with the understanding that all use of the Landlord's property being terminated shall cease upon the date specified on such notice. Tenant shall equitably compensate Landlord in accordance with the terms of this Agreement for the use of the Landlord's property prior to the date specified in such notice, following inspection and acceptance of same by Landlord. Tenant shall not, however, be entitled to any damages, including, but not limited to, lost or anticipated profits, should Landlord choose to exercise its option to terminate.

11.04.1 Upon expiration of this Agreement, or in the event of termination by Tenant, or in the event of termination of this Agreement by Landlord because an Event of Default remains uncured by Tenant after applicable cure periods have expired, Tenant shall remove its tower and/or equipment from the Landlord's property.

11.05 Event of Default: Such termination may be in whole or in part, and may be as provided elsewhere in this Agreement or upon the occurrence of any one or more of the following "Events of Default":

- a. In the event Tenant knowingly violates any provision of this Agreement; or
- b. In the event that termination is in the best interest of the public health, safety and welfare. This determination shall be within the sole but reasonable discretion of the City Commission of the City of Kingsville based upon reasonable evidence.
- c. In the event that Tenant fails to maintain the Landlord's property in a neat, orderly, and aesthetically acceptable condition.

- d. In the event Tenant (a) terminates or suspends its business, (b) becomes subject to any bankruptcy or insolvency proceeding under federal or state statute, (c) becomes insolvent or subject to direct control by a trustee, receiver or similar authority, or (d) has wound up or liquidated, voluntarily or otherwise.

11.06 Notice and Opportunity to Cure: Upon the occurrence of an Event of Default, a party shall deliver to the defaulting party a Notice of Intent to Terminate that identifies in detail the Event of Default. If the Event of Default remains uncured for fifteen (15) days after receipt of said notice, the party may terminate this Agreement and the license granted herein by delivering to the defaulting party a Notice of Termination that identifies the effective date of the termination, which date shall not be less than thirty (30) days after the date of delivery of the Notice of Intent to Terminate.

11.07 Primary Function of Landlord's Property: The parties understand and agree that the interests of Tenant are superseded by the public health, safety, and welfare of the citizens of the City of Kingsville. In the event that the City Commission or the Mayor of the City of Kingsville declares a public emergency caused by the operation of Tenant's equipment or of the Antenna Facilities or if there exists a threat caused by Tenant's Equipment Compound or Antenna Facilities that would detrimentally impact public health, safety and welfare such that immediate action is necessary, Tenant shall immediately remove its improvements from the Landlord's property or cease operation of the equipment or of the Antenna Facilities, as the case might be, upon receipt of written notice from Landlord. In the event that Tenant is not able to immediately respond, Landlord may remove Tenant's improvements without incurring any liability for damages of any type. Costs of removal and reattachment of improvements shall be borne by Tenant.

11.08 Temporary Removal of Improvements: If Tenant's tower, equipment, or antenna facilities must be temporarily removed, whether such removal is done pursuant to § 11.07 above or another reason, Tenant shall have the right to set up some other similar temporary structure approved by Landlord, on Landlord's property to allow Tenant to continue to provide commercial wireless internet service. Tenant may maintain its temporary structure for a period of thirty (30) days past the date of removal of improvements. To maintain the temporary antenna or other temporary structure for a period in excess of thirty (30) days, Tenant must obtain written approval from Landlord, such approval not to be unreasonably withheld or denied. If the Landlord's property are not in such condition as to be utilized by Tenant at the end of the initial thirty- (30) day period, Landlord may provide as many additional thirty- (30) day extensions for such temporary structures as are necessary to allow Tenant to continue its operations as authorized by this Agreement.

ARTICLE XII

INSPECTION BY LANDLORD

12.0 Inspection: Tenant will permit Landlord and its agents, representatives, and employees to enter the premises at all reasonable times for the purpose of inspection or any other purpose necessary to protect Landlord's interest in the premises or to perform Landlord's duties under this lease. Landlord will take reasonable efforts to notify Tenant, but may enter the Landlord's property without

first notifying Tenant and take such emergency action as is required. In no event shall Landlord be liable for any expenses associated with its entry or for lost or anticipated profits. Tenant, at its expense and exclusive use, may use any and all reasonable and appropriate means of restricting access to the Tenant's equipment. If Tenant does not remove or protect any improvements made by Tenant after receipt of notice from Landlord of commencement of any emergency work pursuant to and in compliance with this Section, then Landlord shall not be liable for any damage to said improvements during emergency access to the Landlord's property.

ARTICLE XIII

NOTICES AND ADDRESSES

13.01 **Notices and Addresses:** All notices required under this lease may be given by the following methods:

By first class mail, addressed to the proper party, at the following addresses:

Landlord: City of Kingsville

P.O.Box 1458

Kingsville, Texas 78364

Contact: City Manager, Vincent J. Capell

Phone: 361-595-8002

Fax: 361-595-8035

Tenant: Riviera Communications

P.O. Box 997

Riviera, Texas 78379

Contact: V.P. of Operations, Billy Colston, III

Phone: 361-296-3232

Fax: 361-296-3125

Notices are effective when received and are deemed to be received three (3) days after the date of deposit in the United States mail. Either party may change the address to which notices are to be sent by sending written notice of the new address or number to the other party in accordance with the provisions of this section.

13.02 **Parties Bound:** This agreement binds, and inures to the benefit of, the parties to the lease and their respective heirs, executors, administrators, legal representatives, successors, and assigns when this agreement permits. Both Tenant and Landlord represent that they have full capacity and authority to grant all rights and assume all obligations they have granted and assumed under this Agreement.

13.03 Texas Law to Apply: This agreement is to be construed under Texas law, and all obligations of the parties created by this lease are performable in Kleberg County, Texas.

13.04 Legal Construction: If one or more of the provisions contained in this agreement are for any reason held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of the agreement, which will be construed as if it had not included the invalid, illegal, or unenforceable provision. This Agreement is the product of negotiation between the parties hereto, and neither party shall be deemed to be the drafting party of this Agreement.

13.05 Prior Agreements Superseded: This agreement constitutes the parties' sole agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter.

13.06 Amendment: No amendment, modification, or alteration of this agreement is binding unless made in writing, dated subsequent to the date of this agreement, and duly executed by the parties.

13.07 Rights and Remedies Cumulative: The rights and remedies provided by this lease are cumulative, and either party's using any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

13.08 Attorney's Fees and Costs: If, as a result of either party's breaching this agreement, the other party employs an attorney to enforce its rights under this lease, then the breaching or defaulting party will pay the other party the reasonable attorney's fees and costs incurred to enforce the lease.

13.09 Force Majeure: Neither Landlord nor Tenant is required to perform any term or covenant in this lease so long as performance is delayed or prevented by *force majeure*, which includes acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within Landlord's or Tenant's control and that Landlord or Tenant's cannot, by exercising due diligence and paying money, prevent or overcome, in whole or part.

13.10 Multiple Originals: This Agreement may be executed in multiple originals.

13.11 No Creation of Joint Venture or Partnership or Employment Relationship: Nothing in this Agreement creates, nor shall be construed to create, a joint venture or partnership or employment relationship between the parties hereto and no third party may make such reliance. Tenant covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of Landlord; that Tenant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between Landlord and Tenant, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between Landlord and Tenant.

13.12 Successors and Assigns: Neither Landlord nor Tenant will assign, sublet, subcontract or transfer any interest in this Agreement without the written

consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of Landlord. Tenant shall not assign, sublet, subcontract, transfer or allow the use of any interest in the Landlord's property or any use of Tenant's facilities, including, but not limited to, equipment, lines or frequencies, on the Landlord's property without the prior written consent of Landlord. Landlord's consent may be conditioned upon Tenant successfully obtaining contracts from such third parties wherein those parties agree to directly compensate Landlord for all benefits incurred by the use of the Landlord's property.

The undersigned Landlord and Tenant execute this agreement on the ____ day of _____, 20____, in the City of Kingsville, Kleberg County, Texas.

LANDLORD:

City of Kingsville

By: _____

Vincent J. Capell, City Manager

The undersigned Landlord and Tenant execute this agreement on the ____ day of _____, 20____, in the City of Kingsville, Kleberg County, Texas.

TENANT:

Riviera Communications

By: _____

Billy Colston, III, V.P. Operations

AGENDA ITEM #14



Purchasing/IT Department

361-595-8025
361-595-8035 Fax

DATE: February 28, 2014
TO: City Commission through City Manager
FROM: David Mason, Purchasing/IT Director
SUBJECT: Authorization to Proceed

SUMMARY

This allows City staff to proceed with the acquisition of lease funds necessary to complete the leasing of equipment.

BACKGROUND

The City of Kingsville has budgeted \$85,000 for FY14 to begin a seven (7) year lease for an asphalt lay machine and an oil distributor. The approximate cost of the two (2) machines is \$540,000.00. Staff has received lease quotes from six (6) lease companies as shown:

Lease Rates

Capital City Leasing	Frost Leasing	Holman Capital	Government Capital	Wells Fargo	Leasing 2
2.5%	2.54%	2.80%	2.941%	2.95%	3.47%
No Fees	\$750.00 Origination Fee	No Fees	No Fees	\$400.00 Document Fee	No Fees

RECOMMENDATION

It is recommended we are authorized to proceed with a lease agreement with Capital City Leasing, 13170 G Pond Springs Road, Austin, TX 78729 as they have the lowest rate and require no fees.

FINANCIAL IMPACT

Upon final agreement this lease will expend no more than \$85,000 per year for the seven year length of the lease.

AGENDA ITEM #15



C O R P U S C H R I S T I CHAMBER OF COMMERCE

★ **CB TO DC | MARCH 23-26, 2014** ★

Legislative Trip to Washington, D.C.

REGISTRATION

First Name: _____ M.I.: _____ Last Name: _____

Phone Number: _____ Preferred Mailing Address: _____

City: _____ State: _____ Zip: _____

Emergency Contact: _____ Relationship: _____ Phone: _____

First time CB to DC attendee? _____ Yes _____ No

BUSINESS INFORMATION

Business/Organization Name: _____

Title: _____

E-mail: _____ Phone: _____ Fax: _____

TRIP COST

REGISTRATION FEE: \$425.00 (includes breakfast reception, dinner and materials)

**Form of payment should accompany registration
in order to guarantee pricing.**

Form of payment: _____ Check _____ Credit Card _____ Invoice (Chamber Member only)

If paying by Credit Card:

CREDIT CARD NAME: (As it appears on card) _____

CREDIT CARD NUMBER: _____

TYPE OF CARD: ___ Visa ___ Master Card ___ Discover ___ Amex EXPIRATION DATE: _____

Each attendee will be responsible for their own hotel, airfare and ground transportation. The Chamber has rooms blocked for three nights at the Ritz Carlton, Pentagon City for a rate of \$199.00 per night. To make a reservation, call +1 (703) 415-5000 or visit

www.ritzcarlton.com/en/Properties/PentagonCity.htm and use the code: CSECSEA

Interested in sponsoring this event? Contact Ginny Cross at ginny@theccchamber.org or 361.881.1800

Please fax, email or mail your registration to:

The Corpus Christi Chamber of Commerce | 1501 N. Chaparral | Corpus Christi, TX | 78401
Phone: (361) 881-1800 | Fax: (361) 881-1800 | Email: ginny@theccchamber.org

AGENDA ITEM #16



KINGSVILLE FIRE DEPARTMENT

Joey Reed
Fire Chief
119 N. 10th Street
Kingsville, Texas 78363
(361) 592-6445

February 28, 2014

TO: VINCENT J. CAPELL, CITY MANAGER

FROM: JOEY REED, FIRE CHIEF

SUBJECT: **DONATION FROM EXXONMOBILE TO FIRE DEPARTMENT**

The ExxonMobile Corporation would like to donate \$2000 to the City of Kingsville Fire Department for its participation in the recent refinery fire that occurred at the King Ranch facility. ExxonMobile is providing donations to the various organizations that were involved in that emergency incident.

I responded to the refinery fire as a Department liaison and assisted the County Fire Chief during the first 12 hours of the event. During the three day event, the Kingsville Fire Department covered the Kleberg County Fire District while their firefighters were working to contain the refinery fire.

It is my recommendation that these donated funds be used to purchase items for an employee recognition program. The program will include recognition for exemplary work efforts, recent retirements, and community involvement.

Thank you for your consideration.

AGENDA ITEM #17

ORDINANCE NO. 2014-

AN ORDINANCE AMENDING THE FISCAL YEAR 2013-2014 GENERAL FUND BUDGET FOR THE CITY OF KINGSVILLE TO ACCEPT A DONATION MADE FROM EXXONMOBILE TO THE KINGSVILLE FIRE DEPARTMENT.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2013-2014 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT

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

Fund 001 General Fund

Revenue

4-220	Donations		720.30	<u>\$2,000</u>	
				<u>\$2,000</u>	

Expenditures

5-220	Employee Recognition Supplies		211.10	<u>\$2,000</u>	
				<u>\$2,000</u>	

[To accept a donation totaling \$2,000 from the ExxonMobile Corporation for the Kingsville Fire Department to be used for employee recognition.

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 be effective on and after adoption and publication as required by law.

INTRODUCED on Monday this the 10 day of May, 2014.

PASSED AND APPROVED on this the ____ day of _____, 2014.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney



KINGSVILLE FIRE DEPARTMENT

Joey Reed
Fire Chief
119 N. 10th Street
Kingsville, Texas 78363
(361) 592-6445

February 28, 2014

TO: VINCENT J. CAPELL, CITY MANAGER

FROM: JOEY REED, FIRE CHIEF

SUBJECT: **DONATION FROM EXXONMOBILE TO FIRE DEPARTMENT**

The ExxonMobile Corporation would like to donate \$2000 to the City of Kingsville Fire Department for its participation in the recent refinery fire that occurred at the King Ranch facility. ExxonMobile is providing donations to the various organizations that were involved in that emergency incident.

I responded to the refinery fire as a Department liaison and assisted the County Fire Chief during the first 12 hours of the event. During the three day event, the Kingsville Fire Department covered the Kleberg County Fire District while their firefighters were working to contain the refinery fire.

It is my recommendation that these donated funds be used to purchase items for an employee recognition program. The program will include recognition for exemplary work efforts, recent retirements, and community involvement.

Thank you for your consideration.

AGENDA ITEM #18

ORDINANCE NO. 2014-

AN ORDINANCE AMENDING THE FISCAL YEAR 2013-2014 FUND 017 PD GRANT BORDER STAR (LBSP) FOR THE CITY OF KINGSVILLE TO ACCEPT A GRANT AWARD FROM THE TEXAS DEPARTMENT OF PUBLIC SAFETY TO THE KINGSVILLE POLICE 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 2013-2014 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT

Dept. No.	Department Name:	Account Name:	Account Number:	Budget Increase	Budget Decrease
Fund 017 PD Border Star Grant Fund					
<u>Revenue</u>					
4-000	State Grants		720.10	<u>\$66,125</u>	
				<u>\$66,125</u>	
<u>Expenditures</u>					
5-210.0	Overtime-PD		112.00	<u>\$66,125</u>	
				<u>\$66,125</u>	

[To accept a Grant award totaling \$66,125 from the Department of Public Safety for the Kingsville Police Department to be used for overtime and operational costs for increased patrol and investigative capacity for certified peace officers along with other law enforcement support personnel.]

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 10th day of March, 2014.

PASSED AND APPROVED on this the ____ day of _____, 2014.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #19

ORDINANCE NO. 2014-

AN ORDINANCE AMENDING THE FISCAL YEAR 2013-2014 BUDGET FOR THE GENERAL FUND TO FINANCE PROFESSIONAL SERVICE FEES FOR THE PLANNING DEPARTMENT TO MAKE IMPROVEMENTS TO THE CITY WEBSITE.

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 2013-2014 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT

Dept. No.	Department Name:	Account Name:	Account Number:	Budget Increase	Budget Decrease
Fund 001	General Fund				
<u>Capital</u>					
2		Fund Balance	610.00		<u>\$16,166</u>
					<u>\$16,166</u>
<u>Expenses</u>					
5-690.0		Fund Exp/Trsfrs Fund 091	394.93	<u>\$16,166</u>	
				<u>\$16,166</u>	
Fund 091	General Fund Capital Projects Fund				
<u>Revenues</u>					
4-000.0		Transfer from Fund 001	750.13	<u>\$16,166</u>	
				<u>\$16,166</u>	
<u>Expenses</u>					
5-160.1	Planning Department	Professional Serv.	314.00	<u>\$16,166</u>	
				<u>\$16,166</u>	

[Planning Department is in need of additional funds to make improvements to the City's website.]

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 10th day of March. 2014.

PASSED AND APPROVED on this the __ day of _____, 2014.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney



Planning Department

TO: Mayor and Commission Members

THROUGH: Vince Capell, City Manager

FROM: Robert G. Isassi – Planning & Development Services Department Director

SUBJECT: Budget Amendment – Design Improvements to Existing Website

DATE: March 3, 2014

In an effort to increase user traffic to the City of Kingsville's website as well as incorporate a better content strategy, City staff has contacted a web developer to evaluate the City's website and propose a cost for optimizing the site. Hi-Res Creative, a proven local web design company, used web analytics to understand where users were going and what they needed most. After gathering this data, they have proposed a cost to better improve the City's website by utilizing these key elements:

- Ensuring feature/plugin capability. With the implementation of WebQA as well as Kingsville GIS, they will make sure that these new features will work with the website layout.
- Improving the Calendar System. Using existing Outlook calendars to show City schedules as well as highlighting important events as well as sharing calendars with interested web users. Use pictures, assign locations
- User Interface / User Experience Redesign. Using heat maps from web analytics, the webpages will be reorganized for maximum optimization.
- Updating the WordPress website platform from 3.5 to 3.8. WordPress is web software that is used to format and update web content. This update patches security permissions as well as upgrades WordPress features.
- Monthly Support. Every month the City will be provided analytics of how many users came to the site, where they went, and how they used the site. With this information, the City can continue to best optimize the website experience.
- Additional Departmental Pages. Hi-Res Creative visited with each Department head and listened to their needs on website presence. The details of what each Department wanted ranged from additional web pages for the many commissions and boards to informational videos to make citizens more aware of safety topics.

As further detailed at the March 10th, 2014 City Commission Tech Workshop, the overhaul and Department webpage additions will keep the City's website updated and fresh. The cost for this this work is \$16,166.00. The Planning Department is requesting a budget amendment to the Professional Services budget to contract this work.



QUOTE
#1403040012

To: City of Kingsville
P.O. Box 1458, Kingsville, Texas, 78364
TEL: 361-595-8055 EMAIL: jstorck@cityofkingsville.com

Date: 2014-03-05
Expires: 2014-04-05

ITEM	QTY	PRICE	NET SUBTOTAL
Emergency Notification Bar	1.00	430.00	430.00
At the request of Risk Management. Must be prominent on front page. Need access to post alerts from website administration (cost included in permissions line item).			
Engineering/Public Works	1.00	938.00	938.00
Reorganization of content based on citizen's needs. 7 departments overall, streets and sanitation need proper pages and sub level information. Removal of duplicate information and blank pages. Integrate forms with WebQA (GovQA) system. New pictures of buildings, update information on several pages including sanitation schedule and add zoning information to proper areas.			
Privacy Policy/Terms of Use	1.00	215.00	215.00
Create a new attorney drafted privacy policy and terms of use. Will be submitted to City Attorney for reviewal. May be an immediate update prior to website launch due to importance of legal policies being in place.			
Animal Control Postings - Directory of Top 20 Available Animals in System	1.00	615.00	615.00
Requested by Health Department. A need for the ability to post top 10 dogs and top 10 cats in the system up for adoption. Postings will be set to expire after 72 hours +1 day. Custom fields such as vaccinations, sterilization, and tags information will be needed. Also needs a directory of 7-8 lost and found animal postings.			
Purchasing/IT	1.00	575.00	575.00
IT does not currently have a page and needs to be generated. Recommendation that the page be merged with Purchasing as it has been on other department pages. Open/Closed bid information needs to be updated and a web portal for employees locked with a password will be needed. Various forms will need to be replaced with WebQA (GovQA) ticketing system.			
Finance Dept.	1.00	930.00	930.00
Transparency page with a searchable directory of files. May be integrated with Laserfiche if there is support from the system and APIs. Price quoted is for a publication system that allows for tagging of documents and searchable PDFs. Must be broken down by year and month so that information may be easily found and archived. Also a request to embed payment system for water and tickets to the website for reduced confusion by citizens. Login portal will be embedded and styled accordingly. If the system allows for full embedded information this will also be accommodated.			
City Manager/Admin	1.00	1305.00	1,305.00
Election information need a prominent location on the front page every 2 years. Real estate will be saved for this and page layout will be optimized for notices, posts, and resolutions. Scheduling of content is needed so that posts may expire on certain times and days as chosen. Wordpress currently supports for posting of content but not expiration (cost adjusted accordingly). Agenda system needs to be rebuilt to allow a full reporting directory of all reports added to the system (update of current publication system necessary). Contact forms need to be updated on contact page to request phone # and automated confirmation emails will be drafted. Conditional logic will be included based on department contacted.			

Planning Dept,	1.00	513.00	513.00
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JAZB board information and sub level pages with content. Planning & zoning committee information with sub level pages and content. Zoning board of adjustment needs information and sub level pages.

Usability Testing and Feedback	1.00	260.00	260.00
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After new site launch random citizens will be selected during site use for feedback of redesign. Information will be reported to tech team and used to readjust design and information as needed.

User Permissions and Roles	1.00	475.00	475.00
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User accounts must be developed to provide access to certain systems as needed by departments. Roles will be set with permissions to each user account and set by specific departments. This prevents potential to break the website and excessive access or abuse.

Fire Department	1.00	1430.00	1,430.00
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Several pages with sub level content need to be added. WebQA (GovQA) system will be developed to allow for requests of incident reports by citizens pending approval of their residence. Smoke detector program request form needs to be digitized and available online. Fire Chief would like access to edit pages (cost included in permissions line item). Volunteer Fire Dept. information needs to be separated and own page (should not be sub levels of Fire Dept.). Special burn permit form needs to be digitized and available online. Fire chief would like to include information about requesting medical reports from the responsible party (awaiting approval from legal). A documents directory and custom post type for fire dept. specific articles is needed.

HR Department	1.00	700.00	700.00
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Digital Application for jobs, 2 year min requirement for storing then can expire applications from system. Need support for PDF printable applications as well. Fillable forms with e-sig for the digital application. Need to remove "I want to..." menu from their area (will be addressed as part of redesign). Job board with ability to upload resume, certifications, documents and cover letter. (May be supported by WebQA). Applications should be sent to HR assistant. Would like access to make changes to job postings (cost included in permissions).

Ensure Feature/Plugin Compatibility	1.00	1300.00	1,300.00
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Work will be performed to integrate the current website's features and plugins with the new site build. This line item ensures that no issues are present upon site launch with the older systems.

The Wordpress CMS is currently 3.5. The system will be updated to the latest 3.8.1 to correct security vulnerabilities that have been found in addition to any issues corrected. Older plugins may not work with the new CMS update and may need to be updated. This is included in the cost of this line item.

Responsive Administrative Back-End	1.00	100.00	100.00
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The administration back-end of the website will be recoded for responsive support allowing on the go website maintenance with tablets and smartphones.

Permissions and Login Process Relocations (Security)	1.00	300.00	300.00
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Due to the content management system being open source the CMS will have scripting recoded to hide vital information necessary for compromising the website's systems. The login forms and system will be moved from wp-admin and recoded into the website itself. Plugin and file locations will be rerouted to hide their actual location on the file directory.

New Calendar System	1.00	1100.00	1,100.00
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Feature rich calendar system with social media support, iCal and Google feeds, agenda creation and location search. Support for exporting your events from WordPress into Google Calendar & iCal. Event venue, organizer & description data will be carried over,

as well as event recurrence settings. The calendar system is built on AJAX (the same technology used by Google Maps) to support on to go information access. Post syndication will be used to automate calendar items between other website calendars, including the tourism calendar. This helps populate information based on policies set in place at the time of the website launch.

Season Full Screen Background Imagery 1.00 80.00 80.00
Support for transitional background images using previously developed pictures of the community.

Navigation Menu Layout (Column Support) I want to... 1.00 850.00 850.00
Website will be redesigned to support the relocation of the I want to... menu. Information will no longer be based on which page you are currently on. Main menu navigation items will be given columns and broken into better categories for end-user use. Support for tablets and smartphones is integrated.

Website Redesign (Front-end and Back-end) 1.00 4050.00 4,050.00
The entire website will be redesigned using feedback from analytics, heat mapping, and input from the city staff. Many elements of the current site will be reused to reduce cost and retain investment. Site will be entirely responsive with support for smartphones and tablets.

NET TOTAL: \$16,166.00
TAX: \$0.00
TOTAL: \$16,166.00

Notes

The above quote is for department updates, features and the website redesign. A 50% deposit of the build total is required to begin work.

AGENDA ITEM #20

ORDINANCE NO. 2014-

AN ORDINANCE AMENDING THE FISCAL YEAR 2013-2014 BUDGET FOR THE GENERAL FUND TO FINANCE THE CONTRACTING COSTS OF REMOVING A NUISANCE, ABANDONED SIGN STRUCTURE.

WHEREAS, the abandoned sign located at 201 South US77 has been declared a nuisance and in violation of City ordinance Section 15-6-131; and

WHEREAS, the City needs to contract for the abatement of the nuisance; and

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 2013-2014 budget be amended as follows:

**CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT**

Dept. No.	Department Name:	Account Name:	Account Number:	Budget Increase	Budget Decrease
Fund 001	General Fund				
<u>Capital</u>					
2		Fund Balance	610.00		<u>\$5,500</u>
					<u>\$5,500</u>
<u>Expenses</u>					
5-690.0		Fund Exp/Trsfrs Fund 091	394.93	<u>\$5,500</u>	
				<u>\$5,500</u>	
Fund 091	General Fund Capital Projects Fund				
<u>Revenues</u>					
4-000.0		Transfer from Fund 001	750.13	<u>\$5,500</u>	
				<u>\$5,500</u>	
<u>Expenses</u>					
5-160.3	Community Appearance	Sign Removal.	345.01	<u>\$5,500</u>	
				<u>\$5,500</u>	

[Community Appearance is in need of additional funds for the contracting costs of nuisance abatement, removing an abandoned double sign pole structure located at 201 S. US 77. The request is in compliance with City Ordinance Sec 15-6-131, Unsafe and Obsolete Signs, Article D, Removal.]

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 10th day of March. 2014.

PASSED AND APPROVED on this the ____ day of _____, 2014.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney



Planning Department

TO: Mayor and Commission Members

THROUGH: Vince Capell, City Manager

FROM: Robert G. Isassi – Planning & Development Services Department Director

SUBJECT: Budget Amendment – Abandoned Pole Sign Removal

DATE: March 3, 2014

Planning Department, Community Appearance Division, is requesting a budget amendment to the Community Appearance – Sign Removal budget (5-160.3-345.01) to add \$5,328.07 for the contracting cost of removing an abandoned double sign pole structure located at 201 S. US0077, on the SW corner of E. King Ave. and US0077 Southbound Frontage Rd, also known as KT&I CO, BLOCK 10, LOT PT 8.

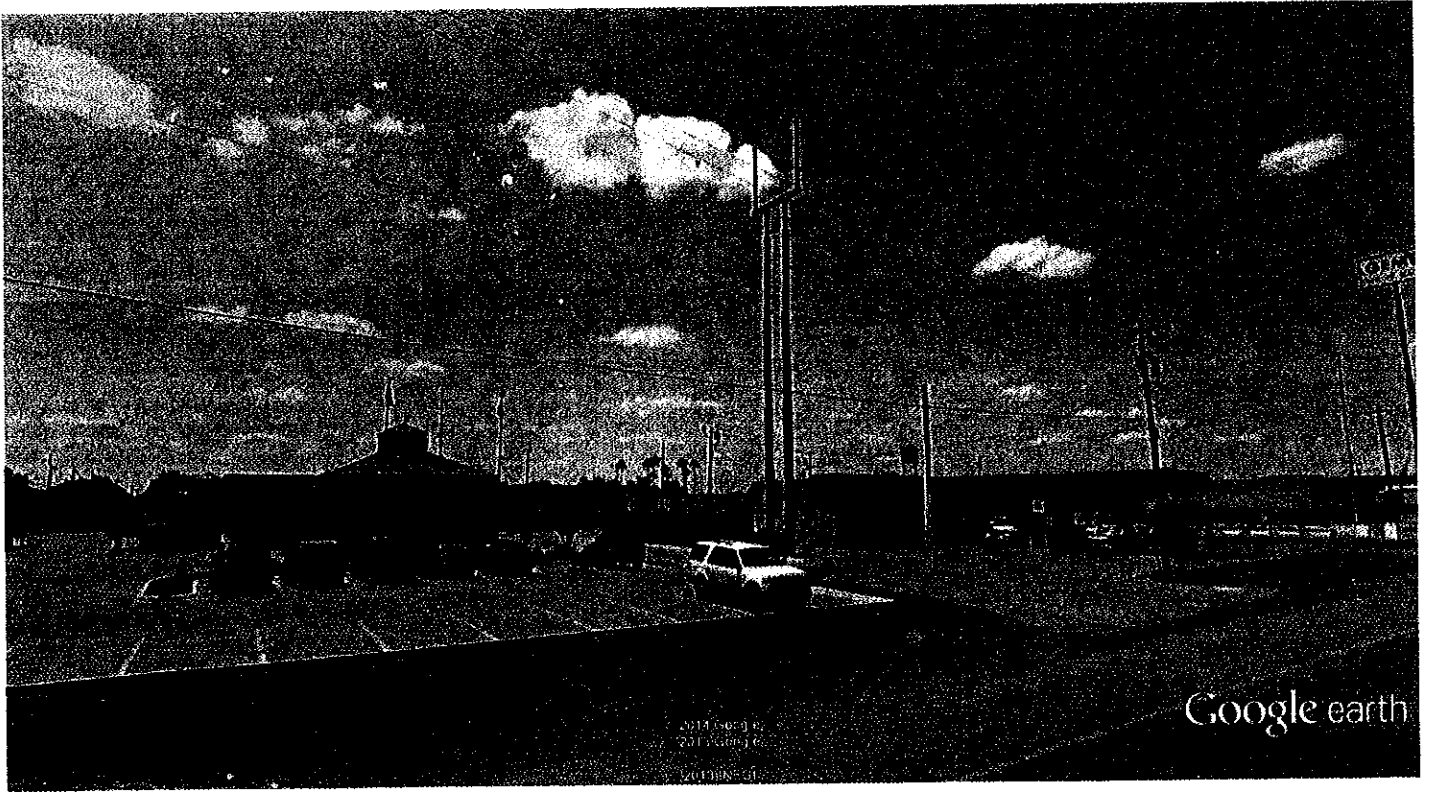
Per City Ordinance **Sec. 15-6-131, Unsafe and Obsolete Signs, Article B, Obsolete or Abandoned Signs and Sign Structures** which defines the existing double pole sign with no identifier as, *“Any sign or sign support structure, whether existing on or installed after the effective date of this sign code: (1) which, for at least 90 consecutive days, has not identified or advertised a bona fide business, lessor, service, owner, product, or activity, or advertised a time which has passed or an event which has occurred; or (2) which has been dilapidated for 30 days or more; or (3) for which the city cannot determine the identity of a legal owner.”*

Per City Ordinance **Sec. 15-6-131, Unsafe and Obsolete Signs, Article D, Removal** which states that, *“The owner, agent, or person in control of any premises on which there is displayed or maintained an unsafe, abandoned, obsolete or dilapidated sign or supporting structure, or the owner or person in control of an unsafe, abandoned or dilapidated sign or supporting structure shall comply with the following requirements:*

- a. Any sign that is unsafe, abandoned, obsolete or dilapidated shall be removed.*
- b. If a supporting structure used or designed to be used with a sign is unsafe, abandoned, obsolete or dilapidated, the supporting structure shall be removed.*
- c. If an unsafe, abandoned, obsolete or dilapidated supporting structure does not have a can, frame, or similar part of the supporting structure that would hold the sign or to which the sign would be attached, the supporting structure shall be removed.*

Failure to remove shall be a violation of this ordinance. It shall be a rebuttable presumption that a sign is abandoned if it meets the definition of a dilapidated, abandoned or obsolete sign.”

Per City Ordinance, **Sec. 15-6-131, Unsafe and Obsolete Signs, Article E, Process**, which states that if the sign is not properly maintained that it shall be declared as a nuisance and shall be given written notice via hand delivery or certified mail. All required notices have been given to the property owner. Attached please find previous correspondence beginning in April of 2013 as well as additional backup information. Per this article, **subsection c.**, *“the Director of Development Services, or other designated representative, may issue citations or pursue any other administrative or legal remedy in order to abate any sign which is in violation of this code or any other law.”* The Director has selected to pursue contracting a sign company to abate the abandoned sign pole and is requesting this budget amendment to compensate the contractor for this work.



Google earth



CITY OF KINGSVILLE

P.O. Box 1458 - Kingsville, TX 78364

Date: April 01, 2013

Property Owner:

E Z STOP INC

5014 CROSSTOWN EXPRESS

CORPUS CHRISTI, TX 78415

RE: NOTICE OF ALLEGED VIOLATION

For the property at:

201 South US HWY 77 BYPASS

Kingsville, TX

CERTIFIED MAIL - RETURN RECEIPT # 70101670000096557002 REQUESTED

This department has performed a routine proactive inspection on your premise to identify code violations. During our inspection the following, not limited to, were detected on your premises: **FOUND AN OBSOLETE SIGN POLE**

This is in direct violation of City of Kingsville Ordinance:

Code: 15-6-131

Description: Unsafe And Obsolete Signs

Full Violation: (A) Unsafe Signs. If, in the opinion of the director of development services, building official, or other designated representative any sign is or has become dangerous or unsafe in any manner whatsoever, the director, building official, or designated representative shall issue an order to the real property owner directing that the sign shall be immediately repaired and made safe, or taken down and removed.

(B) Obsolete or abandoned signs and sign structures. Any sign or sign support structure, whether existing on or installed after the effective date of this sign code:

- a. Which, for at least ninety (90) consecutive days, has not identified or advertised a bona fide business, lessor, service, owner, product, or activity, or advertised a time which has passed or an event which has occurred; or
- b. Which has been dilapidated for thirty (30) days or more; or
- c. For which the city cannot determine the identity of a legal owner.

(C) Dilapidated sign. A sign which is decayed, deteriorated, or which has fallen into partial ruin that:

- a. Has any portion of the finished material or surface of the message portion of the sign that is visibly faded, flaked, broken off, missing, cracked, splintered, or defective or that is otherwise visibly deteriorated or in a state of disrepair so as not to substantially appear as it was intended or designed to appear when originally constructed; or
- b. Has an element, structural support, or frame member that is visibly bent, broken, dented, torn, twisted, leaning, or at angles other than those at which it was originally erected.

(D) Removal. The owner, agent, or person in control of any premises on which there is displayed or maintained an unsafe, abandoned, obsolete or dilapidated sign or supporting structure or the owner or person in control of an unsafe, abandoned or dilapidated sign or supporting structure shall comply with the following requirements:

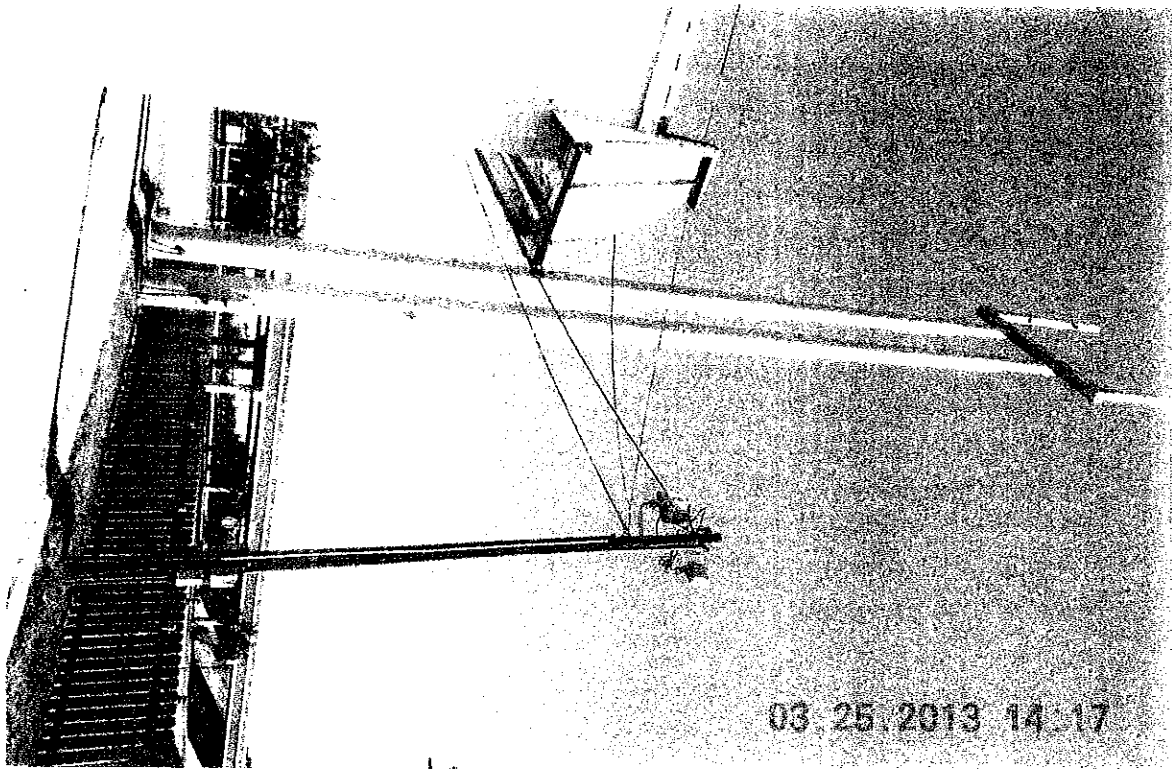
- a. Any sign that is unsafe, abandoned, obsolete or dilapidated shall be removed.
- b. If a supporting structure used or designed to be used with a sign is unsafe, abandoned, obsolete or dilapidated, the supporting structure shall be removed.
- c. If an unsafe, abandoned, obsolete or dilapidated supporting structure does not have a can, frame, or similar part of the supporting structure that would hold the sign or to which the sign would be attached, the supporting structure shall be removed.

Failure to remove shall be a violation of this ordinance. It shall be a rebuttable presumption that a sign is abandoned if it meets the definition of an abandoned or obsolete sign.

(E) Process. Should the director of development services, building official, or other designated representative, determine that any sign is not properly maintained, is unsafe or insecure or has otherwise been constructed, erected or maintained in violation of the provisions of this code, he shall declare it to be a public nuisance and give written notice of same via hand delivery or certified mail return receipt requested to the real property owner of record.

- a. Such notice and order shall contain substantially the following: (1) location, type, and business name of the sign that is sufficient for identification of such sign; (2) a statement that the designated city employee has found such sign to be in violation of this code or other laws, together with a general description of such violation; (3) the amount of time required to bring the sign into compliance with this code or any other law, said time not to exceed seven (7) days, which may be

Copy of Notice of Violation - R. Lasso



201 S Hwy 77

361-548-7643 Aman



COMMUNITY APPEARANCE WORK ORDER

Received: 3-27-13 Proactive Inspection

Referred to: ☐ Health Dept. ☐ Building Dept. ☐ Police Dept. ☐ Fire Dept. ☐ Street Dept. ☐ Not Referred

Inspector: Maryann

Complainant: _____
Telephone #: _____ Address: _____
Contact Complainant: YES NO

Address: 201 S. US Hwy 77
Location of Nuisance: ☐ Alley ☐ ROW ☐ Easement ☐ Private Property
☐ In relation to Complainant _____ ☐ Other: _____
NOTE: _____

COMPLAINT/ CONCERN

 High Weeds Junk Illegal Dumping Overhanging Tree Branch(es)
 Furniture Household Trash ☒ Sign Noxious Matter Construction Debris
 Brush Dilapidated Fence Other: _____

NOTE: _____

FINDINGS/ RESULTS

☒ Valid Invalid

NOTE: _____

13-000252

15-1-161

* Typical inspection form/worksheet that goes to file — R. Issasi
by code officer.

2012 PRELIMINARY ROLL

CKI - CITY OF KINGSVILLE

Geo ID Order

06/07/2012 08:31AM

Prop ID	Owner	%	Legal Description	Values					
4004646	56317	100.00	R Geo: 290001008205192 HAUNSCHILD KENNETH M EST CATHERINE HAUNSCHILD EST JANIS & JERRY HAUNSCHILD 717 ARROYO DRIVE KINGSVILLE, TX 78363	Effective Acres: 0.000000 K T & I CO, BLOCK 10, LOT PT 8, (SYM PT C, D-E, SE PT H) Acres: 0.0000 Map ID: Mtg Cd: DBA:	Imp HS: 0 Imp NHS: 0 Land HS: 0 Land NHS: 15,680 Prod Use: 0 Prod Mkt: 0	Market: 15,680 Prod Loss: 0 Appraised: 15,680 Cap: 0 Assessed: 15,680 Exemptions:			
Entity	Description	Xref ID	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				15,680	0	15,680	0.842200	132.06
17931	12426	100.00	R Geo: 290001008209192 HUNTER PERCY A ETAL 1701 W SAGE ROAD KINGSVILLE, TX 78363	Effective Acres: 0.000000 K T & I CO, BLOCK 10, LOT PT 8, (SYM L), ACRES 13.3 Acres: 13.3000 Map ID: G-5 Mtg Cd: DBA:	Imp HS: 0 Imp NHS: 0 Land HS: 0 Land NHS: 1,600 Prod Use: 770 Prod Mkt: 42,010	Market: 43,610 Prod Loss: -41,240 Appraised: 2,370 Cap: 0 Assessed: 2,370 Exemptions:			
Entity	Description	Xref ID	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				2,370	0	2,370	0.842200	19.96
15957	13779	100.00	R Geo: 290001008307192 SCHMIDT & SONS INC PO BOX 232 GONZALES, TX 78629-0232	Effective Acres: 0.000000 K T & I CO, BLOCK 10, LOT PT 8, ACRES 3.56, (208.7X730.45) (SYM K) Acres: 3.5600 Map ID: G-5 Mtg Cd: DBA:	Imp HS: 0 Imp NHS: 0 Land HS: 0 Land NHS: 8,540 Prod Use: 0 Prod Mkt: 0	Market: 8,540 Prod Loss: 0 Appraised: 8,540 Cap: 0 Assessed: 8,540 Exemptions:			
Entity	Description	Xref ID	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				8,540	0	8,540	0.842200	71.92
16550	13779	100.00	R Geo: 290001008308192 SCHMIDT & SONS INC PO BOX 232 GONZALES, TX 78629-0232	Effective Acres: 0.000000 K T & I CO, BLOCK 10, LOT PT 8, (W PT SYM I) (60 X 391.6) Acres: 0.0000 Map ID: G-5 Mtg Cd: DBA:	Imp HS: 0 Imp NHS: 0 Land HS: 0 Land NHS: 10,580 Prod Use: 0 Prod Mkt: 0	Market: 10,580 Prod Loss: 0 Appraised: 10,580 Cap: 0 Assessed: 10,580 Exemptions:			
Entity	Description	Xref ID	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				10,580	0	10,580	0.842200	89.10
15367	32740	100.00	R Geo: 290001008382192 RESTWELL CORP 221 S US HIGHWAY 77 BYP KINGSVILLE, TX 78363-4827 Agent: THOMAS FRANK L	Effective Acres: 0.000000 K T & I CO, BLOCK 10, LOT PT 8, (PT SYM G-J), (QUALITY INN) Acres: 0.0000 Map ID: G-5 Mtg Cd: DBA:	Imp HS: 0 Imp NHS: 861,620 Land HS: 0 Land NHS: 126,080 Prod Use: 0 Prod Mkt: 0	Market: 987,700 Prod Loss: 0 Appraised: 987,700 Cap: 0 Assessed: 987,700 Exemptions:			
Entity	Description	Xref ID	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				987,700	0	987,700	0.842200	8,318.41
4005289	50864	100.00	R Geo: 290001008383192 CHANDAN HOSPITALITY LLC % NAINESH GANDHI ETUX 2203 E KING AVE KINGSVILLE, TX 78363-4810	Effective Acres: 0.000000 K T & I CO, BLOCK 10, LOT PT 8, (ECONO LODGE), ACRES .588 Acres: 0.5880 Map ID: G-5 Mtg Cd: DBA:	Imp HS: 0 Imp NHS: 431,640 Land HS: 0 Land NHS: 30,740 Prod Use: 0 Prod Mkt: 0	Market: 462,380 Prod Loss: 0 Appraised: 462,380 Cap: 0 Assessed: 462,380 Exemptions:			
Entity	Description	Xref ID	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				462,380	0	462,380	0.842200	3,894.16
13884	46007	100.00	R Geo: 290001008405192 E Z STOP INC 5014 CROSSTOWN EXPRESS CORPUS CHRISTI, TX 78415	Effective Acres: 0.000000 K T & I CO, BLOCK 10, LOT PT 8, (PT SYM G & S PT SYM J) (AMAN'S FOOD MART #4) Acres: 0.0000 Map ID: G-5 Mtg Cd: DBA:	Imp HS: 0 Imp NHS: 82,830 Land HS: 0 Land NHS: 101,250 Prod Use: 0 Prod Mkt: 0	Market: 184,080 Prod Loss: 0 Appraised: 184,080 Cap: 0 Assessed: 184,080 Exemptions:			
Entity	Description	Xref ID	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				184,080	0	184,080	0.842200	1,550.32

Used for owner ID

<p>SENDER: COMPLETE THIS SECTION</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. <input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits. <p>1. Article Addressed to:</p> <p style="text-align: center;">E Z STOP INC 5014 CROSSTOWN EXPRESS CORPUS CHRISTI, TX 78415</p> <p style="font-size: 1.5em; margin-top: 20px;">201 S HWY 77</p>	<p>COMPLETE THIS SECTION ON DELIVERY</p> <p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee <i>x [Signature]</i></p> <p>B. Received by (Printed Name) C. Date of Delivery <i>RACON BLOM / 1/1/04</i> <i>1-1-04</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No. If YES, enter delivery address below:</p> <hr/> <p>3. Service Type <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise <input checked="" type="checkbox"/> Certified Mail <input checked="" type="checkbox"/> Registered <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>2. Article Number 7010 1670 0000 9655 7002 (Transfer from service label)</p> <p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>
<p>SENDER: COMPLETE THIS SECTION</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. <input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits. <p>1. Article Addressed to:</p> <p style="text-align: center;">E Z STOP INC 5014 CROSSTOWN EXPRESS CORPUS CHRISTI, TX 78415</p> <p style="font-size: 1.5em; margin-top: 20px;">201 S HWY 77</p>	<p>COMPLETE THIS SECTION ON DELIVERY</p> <p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee <i>x [Signature]</i></p> <p>B. Received by (Printed Name) C. Date of Delivery <i>BLOM RACON / 1/1/04</i> <i>1-1-04</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No. If YES, enter delivery address below:</p> <hr/> <p>3. Service Type <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise <input checked="" type="checkbox"/> Certified Mail <input checked="" type="checkbox"/> Registered <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>2. Article Number 7010 1670 0000 9655 7002 (Transfer from service label)</p>



CAMACHO



Demolition * Recycling * Container Service
Asbestos & Lead Abatement / Mold Remediation

November 18, 2013

Proposal # 13-1116

Proposal Submitted To:
City of Kingsville
P.O. Box 1458
Kingsville, Tx 78364

Work to be Performed at:
Abandoned Signs
King Avenue @ Hwy 77
Kingsville, Tx

Sent Via Email: cflores@cityofkingsville.com

Page 1 of 1

Attention: Cyndi Flores

Camacho Demolition & Recycling is pleased to offer this proposal to you for demolition services located at the aforementioned address. We will perform all work in accordance with local, state & federal regulations. This price includes all labor, equipment, materials & supervision to perform the job to the Owners satisfaction. Price is good for 90 Days from date of Proposal.

If you have any questions or comments concerning this proposal, please contact Mr. Vernon Carr at (361) 442-1776, or vernon@camachorecycling.net

Removal of 2 Abandoned Elevated Sign Pedestals

1. Single Mobilization
2. Lower Signs to ground and cut up for recycling disposal
3. Camacho Will need Access to the Property the signs are on for a total of 1 day for both
4. Remove & Dispose of all Demolition Debris to Approved Landfill or Recycling Facility

Total Price :

\$10,000.00

Ten Thousand Dollars and Zero Cents

5113 Agnes Street
Corpus Christi, TX 78405

VERNON CARR
BUSINESS DEVELOPMENT MANAGER
Cell 361.442.1776

Office 361.289.1095
Fax 361.882.1944

*Copy of a 2nd Quote. * Not USED. /conic was cheaper. R. Isassi*

Iconic Sign Group, LLC.
P.O.Box 271483
Corpus Christi, TX, 78427- USA
Phone: (361)-883-7446 Fax: (361)-883-7447

iconic

SIGN GROUP LLC.

Contractor Quote

Quote Submitted To:

CITYOFK001
Cyndi Flores
City Of Kingsville
202 West Lee
Kingsville, TX 78363- USA

Phone: (361) 595-8079 Ext.
Fax:
Email cflores@cityofkingsville.com

Job Name and Location

City Of Kingsville
202 West Lee
Kingsville, TX 78363- USA

Quotation Number
015233

Quote Date
1/24/2014

Payment Terms
50 DEP/BAL COD

Contact
DAVID D

Page
Page 1 of 2

Quantity	Description	Unit Price	Extended Price
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- 1 Iconic Sign Group LLC. will provide labor and material for the completion of the following :

Job site Highway 77 and King, Kingsville Texas *for 2015 US77*

Remove one double pipe structure

- 1 Structures will cut down to grade
- 2 Steel plates will be welded to cap holes
- 3 Pipes and sign will be transported back to IGS warehouse
- 4 Pipes and sign cabinet to become property of IGS for recycling

\$4,922.00

\$4,922.00

- 1 Iconic Sign Group LLC. will provide labor and material for the completion of the following :

Job site Highway 77 and King, Kingsville Texas

Remove one single pipe structure with sign cabinet (GEM'S)

- 1 Structures will cut down to grade
- 2 Steel plates will be welded to cap holes
- 3 Pipes and sign will be transported back to IGS warehouse
- 4 Pipes and sign cabinet to become property of IGS for recycling

*Big House has submitted plans
for the installation of a sign
to replace the old Gem's sign.*

** Additional time has been
granted to schedule
the work.*

\$4,922.00

~~\$4,922.00~~

- 1 General terms and condition:
Sales tax will be additional where applicable.
A) 50% DOWN, 50% ON COMPLETION 3% paid with cash or check
B) 5% DISCOUNT ON PRE-PAY ORDERS paid with cash or Check
NO discounts when Paid Via CC

50% of project cost is non refundable when production begins.

By signing this proposal you:

1. Authorize Iconic Sign Group LLC to perform the above work as specified in this contract.
2. Agree Iconic Sign Group LLC terms and general conditions.
3. Aware of Iconic Sign Group LLC limited warranty.

Date: _____
BY: _____

Applicable Discounts: All applicable discounts must be taken at time of purchase.

Quotation Number

015233

Quote Date

1/24/2014

Payment Terms

50 DEP/BAL COD

Contact

DAVID D

Page

Page 2 of 2

Quantity	Description	Unit Price	Extended Price
----------	-------------	------------	----------------

Ownership: All signage shall remain property of Iconic Sign Group LLC and shall not become a fixture to real property until such time as Iconic Sign Group LLC is Paid In Full for all sums owed

\$0.00

\$0.00

General terms and condition apply

Sales tax will be additional where applicable.

50% of project cost is non refundable when production begins.

Customer is responsible for providing electrical power to the sign location. Per National and local City ordinance, a dedicated circuit, including neutral wire with ground is required for all sign locations.

By signing this proposal you:

1. Authorize DeLaGroup LLC, dba S&G SIGNS to perform the above work as specified in this contract.

2. Agree to DeLaGroup LLC, dba S&G SIGNS terms and general conditions. *

3. Aware of DeLaGroup LLC, dba S&G SIGNS limited warranty. *

*Ask your sales rep. for a complete copy of your General condition, and limited warranty

Ownership: All signage shall remain property of DeLaGroup LLC, dba S&G SIGNS and shall not become a fixture to real property until such time as DeLaGroup LLC, dba S&G SIGNS is Paid In Full for all sums owed to it by Customer. Ownership of all signage shall likewise not transfer to Customer until DeLaGroup LLC is Paid in Full and Customer hereby grants

Taxable:	\$9,844.00
NonTaxable:	\$0.00
SalesTax:	\$812.13
Freight:	\$0.00
Misc:	\$0.00
Total:	\$10,656.13

Thank You

For: City Of Kingsville

Signature _____ Date: _____

10/22/13 - Made Contact with ^{owner.} Mr. Aman @ 261-548-9643 in regards to the obsolete pole sign. - Mr. Aman stated he had contacted a sign company who advised him there were bees in the pole & that they could do nothing more until bees were removed. - ~~of~~ I contacted Health Dept who stated he would need to hire a pest control company to have bees removed. -

10/22/13 - 11:31 am - Called Mr. Aman back and advised him that he would need to contact a pest control ~~for~~ company - He asked if I could call him back next week (10-28/13 - 11/1/13) for an ~~update~~ update - ~~of~~

11/5/13 - left message for Mr. Aman @ 548-9643 in reference to obsolete pole sign on property @ 2015 US Hwy N. ~~of~~

11/19/13 - Spoke w/ David from S&G Signs in Corpus in reference to obsolete pole sign on the property. David stated he will be getting an estimate for the removal of the pole sign, and will be in contact with me when he gets it. - ~~of~~

AGENDA ITEM #21

RESOLUTION #2014-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSENT TO MODIFY EXISTING EQUIPMENT REQUEST PURSUANT TO THE COMMUNICATIONS FACILITIES LICENSE AGREEMENT WITH T-MOBILE.

WHEREAS, the City of Kingsville entered into a Communications Facilities License Agreement with T-Mobile West Tower, LLC ("T-Mobile") in 2004, and recently authorized T-Mobile's request to consent to sublease under that agreement to CCTMO ("Crown Castle");

WHEREAS, to better serve the public, minimize the amount of towers in an area where a lease is located, and/or improve the financial viability of a site, Crown Castle plans to modify T-Mobile's equipment at the wireless communication facility being leased from the City;

WHEREAS, the proposed changes would not change the ground space currently being used;

WHEREAS, pursuant to Section 7.02 of the Communications Facilities License Agreement, Crown Castle, as licensee, is required to obtain the City's consent to modify the existing equipment in writing prior to any changes being performed and has submitted a request to do so via a letter dated February 19, 2014, a copy of which is attached hereto;

WHEREAS, the City Commission of the City of Kingsville finds it in the best interest of the parties to the agreement to authorize the consent to modify equipment;

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

I.

THAT the City Commission of the City of Kingsville authorizes the City Manager, as an act of the City of Kingsville, to sign the consent to modify equipment request letter dated February 19, 2014, a copy of which is attached hereto.

II.

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

III.

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

PASSED AND APPROVED by a majority vote of the City Commission the 10th
day of March, 2014.

Sam Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney



Crown Castle
5350 N. 48th Street, Ste. 305
Chandler, AZ 85226
www.crowncastle.com

Elizabeth Mickelson
Tel (480) 735-6946
Fax (724) 416-4737
Elizabeth.mickelson@crowncastle.com

February 19, 2014

via Federal Express - 2nd Day
Tracking No. 7979 6459 1771

City of Kingsville
200 E. Kleberg
P.O. Box 1458
Kingsville, TX 78363-1458
Attn: City Manager



Re: Communications Facilities License Agreement dtd February 11, 2004 ("Lease")
BU#824869
Javelina/City Well #14, 1133 W. Kenedy Street, Kingsville, TX 78363
Consent for Modification – App#215423, T-Mobile

Dear City of Kingsville:

Pursuant to an agreement between T-Mobile West Tower, LLC, a Delaware limited liability company ("T-Mobile") and CCTMO LLC, a Delaware limited liability company, its Attorney in Fact ("CCTMO"), CCTMO subleases and/or otherwise operates the tower site that is subject to the Communications Facilities License Agreement on behalf of T-Mobile. CCTMO is a Crown Castle company. CCTMO and its affiliates and subsidiaries own and operate shared wireless communication facilities.

In order to better serve the public, minimize the amount of towers in an area where a Lease is located, and/or improve the financial viability of a site, Licensee plans to modify T-Mobile's equipment at the wireless communication facility.

SCOPE: T-Mobile is proposing to remove all existing panels and reducing the line count to (13); also, proposing to install (9) panels, (3) FXFB, (3) FRIG, (2) OVPs, and (1) new high capacity fiber lines. No changes to ground space. Final Config: (9) panels, (13) lines, (6) radios (3) Amplifiers, and (2) OVPs.

City Manager
City of Kingsville
February 19, 2014
Page 2

Pursuant to Section 7.02 of the your Communications Facilities License Agreement, *"Licensee may update, maintain, repair, or replace its equipment located upon the Premises from time to time, provided that the replacement facilities are not greater in number or size that is depicted in the site plan and that prior written approval must be provided by City before there is any change in the facilities' location on the Premise. Licensee shall submit to City a detailed proposal for any such relocation of replacement facilities and any supplemental materials as may be required for City's evaluation and written approval. City agrees that such approval will not be unreasonably withheld, conditioned or delayed."*

Licensee is required to obtain your consent to modify the existing equipment. Licensee, therefore, respectfully requests your consent to this modification.

Please indicate your consent by executing this letter where indicated below and return one original of same to me at the address indicated above. A self-addressed stamped envelope is included for your convenience.

Thank you for your continued cooperation with Crown Castle. If you have any questions concerning this issue, please contact me at (480) 735-6946 or Elizabeth.mickelson@crowncastle.com.

Yours truly,

Elizabeth Mickelson
Elizabeth Mickelson,
Real Estate Specialist

Agreed and accepted this ____ day of _____, 20____

(Lessor's signature)

AGENDA ITEM #22