

City of Kingsville, Texas

AGENDA CITY COMMISSION

**MONDAY, JULY 28, 2014
REGULAR MEETING**

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

I. Preliminary Proceedings.

OPEN MEETING

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

APPROVED BY:

MINUTES OF PREVIOUS MEETING(S) – Required by Law

Special Meeting – July 1, 2014

Regular Meeting – July 14, 2014

Vince Capell by MV.
Vincent J. Capell
City Manager

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."

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being discussed separately unless requested by a Commission Member in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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 the General Fund to provide funding for the Street Department to purchase paving equipment to be used in operations. (Director of Finance).
2. Motion to approve final passage of an ordinance amending the Fiscal Year 2013-2014 budget for the General Fund to provide funding for building improvements to city property located at 2211 South Brahma Blvd. (Director of Finance).
3. Motion to approve out-of-state travel for Special Agent Mike Tamez to attend a Commercial Motor Vehicle Criminal Interdiction course in Grand Rapids, Michigan from August 11, 2014 to August 14, 2014, with the Motor Vehicle Criminal Interdiction Association assuming all related travel expenses. (Task Force Commander).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

4. Presentation on the John E. Connor Museum budget for Fiscal Year 14-15 by Jonathan Plant. (City Manager).
5. Consider a resolution authorizing the City Manager to enter into an Interlocal Cooperation Agreement between the City of Kingsville and Texas A&M University-Kingsville relating to Eagle Ford Center for Research, Education, and Outreach. (City Attorney).
6. Consider a resolution authorizing the Mayor to enter into a Lease Agreement between the City of Kingsville, Texas and Kleberg County Heritage Foundation for the Kingsville Railroad Passenger Depot. (City Attorney).
7. Consider a resolution authorizing staff to negotiate an Interlocal Agreement for transferring responsibility for parks within the city limits and the L.E. Ramey Golf Course from the County to the City. (City Manager).
8. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances, Chapter XV, Land Use, Article 6, Zoning, Section 4, Changes and Amendment, to include notice requirement from state statute. (Director of Planning & Development Services).
9. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances, Chapter XV, Land Use, Article 8, Landscaping Policy, Exhibit "A" –Preferred

Plant List, providing for addition of mesquite trees and correcting spelling errors. (Director of Planning & Development Services).

10. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances by amending Section 9-7-2, providing for modifications to the noxious matter definition. (Director of Planning & Development Services).

11. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances by amending Section 15-6-124, providing for the option to place pole signs or monument signs along U.S. Highway 77 Bypass. (Director of Planning & Development Services).

12. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances, Chapter XV, Land Use, Article 6, Zoning, Air Installation Zoning Regulations, Section 41, Responsibility of Developers: Subdivisions, providing for a notice to Buyer/Lessee about AICUZ and CCLUA. (Director of Planning & Development Services).

13. 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 Municipal Court Judge. (Commissioner Leubert).

14. 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. (Mayor Fugate).

15. Consider compensation increase for the City Attorney. (Mayor Fugate).

VII. Adjournment.

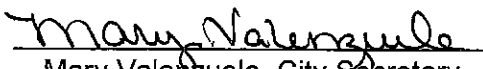
1. No person's comments shall exceed 5 minutes. Cannot be extended by Commission.
2. No person's comments shall exceed 5 minutes without permission of majority of Commission.
3. Comments are limited to 3 minutes per person. May be extended or permitted at other times in the meeting only with 5 affirmative 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:

July 25, 2014 at 10:00 A.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)

JULY 1, 2014

A SPECIAL MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON TUESDAY, JULY 1, 2014 IN THE HONORABLE ROBERT H. ALCORN COMMISSION CHAMBERS 200 EAST KLEBERG AVENUE AT 6:00 P.M.

CITY COMMISSION PRESENT:

Sam Fugate, Mayor
Noel Pena, Commissioner
Arturo Pecos, Commissioner

CITY COMMISSION ABSENT:

Al Garcia, Commissioner
Dianne Leubert, Commissioner

CITY STAFF PRESENT:

Vince Capell, City Manager
Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
Robert Isassi, Director of Planning & Development Services
Charlie Cardenas, Engineer/Public Works 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 three Commission members present. Commissioner Garcia and Commissioner Leubert absent.

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

Mayor Fugate asked if there were no objections, he would like to waive proceedings and move right into the agenda. No objections were made.

MINUTES OF PREVIOUS MEETING(S) – Required by Law

Regular Meeting – June 23, 2014

Mayor Fugate asked for a motion from the Commission to approve the minutes as presented.

Motion made by Commissioner Pena to approve the minutes as presented, seconded by Commissioner Pecos. The motion was passed and approved by the following vote: Pecos, Pena, Fugate voting “FOR”.

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

1. Public hearing regarding an ordinance changing the zoning map in reference to 2.0661 acres, lot out of 6, block 6, KT&I Co, known as 1600 North 14th Street from C2 Retail District to C4 Commercial District, amending the comprehensive plan to account for any deviations from the existing comprehensive plan, and providing for publication. (Director of Planning & Development Services).

Mayor Fugate announced and opened this public hearing at 6:03 p.m.

No comments were made during this public hearing.

Mayor Fugate closed this public hearing at 6:05 p.m.

2. Public hearing regarding an ordinance amending the zoning ordinance by changing the zoning map in reference to 21.17 acres of K.T. & I. Co., Block 9, Lot PT 3, 4, & 6 out of a 64.67 acre plat addressed as 1331 West Santa Gertrudis Avenue from AG-

Agricultural District to R3-Multi-Family District, amending the comprehensive plan to account for any deviations from the existing comprehensive plan and providing for publication. (Director of Planning and Development Services).

Mayor Fugate announced and opened this public hearing at 6:05 p.m.

Mr. Jackemeyer, developer of said property stated that they will be begin pouring concrete tomorrow morning and mentioned that the project is going well.

No further comments were made during this public hearing.

Mayor Fugate closed this public hearing at 6:06 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."

Mrs. Alvarez reminded Commission and staff that the next regular scheduled meeting is July 14th with agenda items due on July 3rd before 5:00 p.m.

Mayor Fugate congratulated Mrs. Mary Valenzuela, City Secretary for her accomplishment in receiving the TMCA Coastal Bend Chapter Clerk of the Year for 2014. Mayor Fugate further thanked staff for their hard work on street repairs.

Charlie Cardenas Engineer/Public Works Director briefed the Commission on street repairs throughout the City. Cardenas stated that staff has been working on Saturday's to repair potholes throughout the city.

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)

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

1. Motion to approve final passage of an ordinance renaming South 27th Street, also known as FM 3320, to Golf Course Road within the city limits. (Director of Planning & Development Services).
2. Motion to approve final passage of an ordinance changing the zoning map in reference to 2.0661 acres, lot out of 6, block 6, KT&I Co, known as 1600 North 14th Street from C2 Retail District to C4 Commercial District, amending the comprehensive plan to account for any deviations from the existing comprehensive plan, and providing for publication. (Director of Planning & Development Services).
3. Motion to approve final passage of an ordinance amending the zoning ordinance by changing the zoning map in reference to 21.17 acres of K.T.& I. Co., Block 9, Lot PT 3, 4, & 6 out of a 64.67 acre plat addressed as 1331 West Santa Gertrudis Avenue from AG-Agricultural District to R3-Multi-Family District, amending the comprehensive plan to account for any deviations from the existing comprehensive plan and providing for publication. (Director of Planning and Development Services).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

4. NONE.

VI. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 6:13 P.M.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

JULY 14, 2014

A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, JULY 14, 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
Noel Pena, Commissioner
Al Garcia, Commissioner

CITY COMMISSION ABSENT:

Arturo Pecos, Commissioner

CITY STAFF PRESENT:

Vince Capell, City Manager
Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
Emilio Garcia, Health Director
Willie Vera, Task Force Commander
Robert Isassi, Director of Planning & Development Services
Charlie Cardenas, Engineer/Public Works Director
David Mason, Purchasing/IT Director
Bill Donnell, Assistant Public Works Director
Robert Rodriguez, Library Director
Tony Verdin, Information Systems Technician
Cynthia Martin, Interim Tourism Director
Charlie Sosa, Street Supervisor

I. Preliminary Proceedings.

OPEN MEETING

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

None.

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 Mike's Stop & Shop located at 1105 N. 14th St. (Director of Planning & Development Services).

Mayor Fugate announced and opened this public hearing at 6:03 p.m.

Mr. Robert Isassi stated that originally this was a Quickmart and now Mike Stop & Shop on the corner of Avenue D and 14th Street. This establishment is under new ownership and need to change the name on the alcohol license. This establishment falls within 1,000 feet of a church which according to the ordinance would require an alcohol

variance. Proper notifications were mailed to individuals within 300 feet of the establishment to which staff did not receive any objections.

Mayor Fugate closed this public hearing at 6:04 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."

Mr. Capell reported that currently staff is working on FY 2014-2015 budget and has tentative dates for upcoming budget workshops and asked Commission to check their calendars to see if this schedule fits theirs. The tentative dates are Monday, August 25th and Tuesday, August 26th and Wednesday, September 3rd and Thursday, September 4th. He asked if there is a conflict with the dates just mentioned, please contact his office.

Mrs. Alvarez reported that the next Commission meeting is scheduled for July 28th with agenda items due on Friday, July 18th.

Mayor Fugate recognized the Construction Technology of Texas A&M University-Kingsville who are in attendance to observe the Commission meeting.

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)

None.

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

1. Consider authorizing a request for an alcohol variance for a Wine and Beer Retailer's Off-Premise Permit for the establishment known as Mike's Stop & Shop located at 1105 N. 14th St. (Director of Planning & Development Services).

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

2. Consider authorizing city participation in downtown parades and events from August 2014 through July 2015 as stated in memo and attachments. (Interim Director of Tourism).

Mrs. Cynthia Martin, Interim Tourism Director reported that in the past these events were brought to the Commission one at a time. Martin further stated that for efficiency Tourism is bringing before Commission one request that will cover all the known events and parades for the entire upcoming year. Should additional events be proposed for the downtown area in the upcoming year, these will come before the City Commission individually. Mrs. Martin further stated that the list was provided to all the downtown businesses.

Motion made by Commissioner Garcia to authorize city participation in downtown parades and events from August 2014 through July 2015, seconded by Commissioner Pena. The motion was passed and approved by the following vote: Leubert, Pena, Garcia, Fugate voting "FOR".

3. Consider resolution authorizing the City Manager to enter into an Agreement with the Texas Department of Transportation for Construction, Maintenance and Operation of Continuous Highway Lighting Systems within a Municipality (Freeways or Expressways) for lighting at the crossover to South Creek Subdivision at 0.9 miles South of FM 1717 on US 77. (City Engineer/Public Works Director).

Mr. Charlie Cardenas, Engineer/Public Works Director reported that this item is to authorize an agreement to maintain the proposed lighting South Creek Subdivision on US Hwy 77. This is for two luminaires that TXDOT will be constructing and installing with the City responsible for the electric bill. Cardenas further stated that Engineering recommends three lighting installations at this intersection with one lighting on US 77 / 169, one at the South Creek entrance wall and an additional lighting within the subdivision. Cardenas reported that TXDOT's safety lighting policy is based on existing crashes. Crashes at this intersection do not meet TXDOT's lighting policy, but the potential exist.

Commissioner Garcia asked about the maintenance of \$350.00 will cover. Mr. Cardenas stated that it will cover the electric bill. Cardenas further explained that the maintenance to the luminaires would need to be contracted out.

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

4. Consider authorizing award of a contract for concrete work for curb, gutter, and driveway repair work to E-Tech Construction, as per staff recommendation, based on unit prices with a contract renewal for FY 2015 with no more than a five percent escalation clause. (Bid No.14-14). (Director of Purchasing and IT).

Mr. David Mason, Purchasing/IT Director reported that we advertised for sealed bids on June 8, 2014 and June 15, 2014 and proposals were accepted until 1:30 p.m. on June 24, 2014. Two bids were received that being from E-Tech Construction and Bonco LLC. Staff based their recommendations off the unit cost with E-Tech Construction coming in at \$7.50 curb/linear foot and Bonco LLC at \$8.50 curb/linear foot. The driveway was \$32.00 versus \$55.00. A total on the bid was done to give staff an idea on the recommendation. Mason further stated that this all depends on exact amount spent on how many feet of load we actually paid. This would be for the curb and gutter on the asphalt street. The grand total of \$123,000, if staff gets real busy and do more than 30,000 linear feet of asphalt streets, the total will increase. The bid is being based on the unit cost to which E-Tech Construction gives a lower unit cost on both the curb and driveway. Mason further stated that staff recommends for the contract to be awarded to E-Tech Construction.

Mayor Fugate stated that E-Tech Construction has done some work for the City and asked if staff was satisfied with the performance. Mr. Charlie Cardenas stated that staff is satisfied with their work.

Motion made by Commissioner Leubert to authorize the award of a contract for concrete work for curb, gutter, and driveway repair work to E-Tech Construction, as per staff recommendation, seconded by Commissioner Pena. The motion was passed and approved by the following vote: Garcia, Leubert, Pena, Fugate voting "FOR".

5. Consider authorizing the purchase of one 2014 Bomag BW-211PD-50 padfoot single drum vibratory roller for the Street Department from Anderson Machinery via BuyBoard, as per staff recommendation. (Director of Purchasing & IT).

Mr. Mason reported that this item authorize the purchase of one Bomag BW-211PD-50 padfoot single drum vibratory roller for the Street Department from Anderson Machinery via BuyBoard. Mason further stated that the best value for the City is a new 2014 model Bomag BW-211PD-50 purchased through the BuyBoard cooperative purchasing contract for \$1111,502.05. Delivery of the new machine is September 2014. Mason further reported that in order to keep the City's paving program on tract, Anderson Machinery has offered the use of a loaner machine. The loaner machine is only available through the Rent to Own Program at \$4,510.30 per month plus time charges of approximately \$140.00 per month. Mason continued to state that Anderson Machinery has agreed to apply the \$4,500.00 principal payments toward the purchase price of the new machine. The only sunk cost would be the time charge of approximately \$560.00 and heavy equipment charge of \$41.20. Purchase cost and sunk costs will be \$113,000.00 from CO65 Street Improvements. Mason reported that \$896.75 will be used for any incidentals to get the equipment operational.

Motion made by Commissioner Garcia to authorize the purchase of one 2014 Bomag BW-211PD-50 padfoot single drum vibratory roller, seconded by Commissioner Leubert. The motion was passed and approved by the following vote: Leubert, Pena, Garcia, Fugate voting "FOR".

6. Consider introduction of an ordinance amending the Fiscal Year 2013-2014 budget for the General Fund to provide funding for the Street Department to purchase paving equipment to be used in operations. (Director of Finance).

Mrs. Deborah Balli, Finance Director, reported that this item goes right along with the item Commission has just approved. Funds will be taken from unreserved fund balance.

Introduction item only.

7. Consider introduction of an ordinance amending the Fiscal Year 2013-2014 budget for the General Fund to provide funding for building improvements to city property located at 2211 South Brahma Blvd. (Director of Finance).

Mrs. Balli reported that this item was brought to the Commission in a prior meeting. It is for improvements to a city-owned building located at 2211 S. Brahman Blvd. in preparation for the lease of the building as discussed in the memo dated July 3, 2014 by Mr. Isassi. The repair cost will total up to \$20,000.

Commissioner Garcia asked staff if they saw any major repair needed to be done to the air conditioning unit at this building.

Mr. Isassi reported that the \$4,800 estimate is what is needed to get it up and running. He further stated that he does not foresee any additional monies needed for the unit.

Introduction item only.

VI. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 6:25 P.M.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

CONSENT AGENDA

AGENDA ITEM #1

ORDINANCE NO. 2014-

AN ORDINANCE AMENDING THE FISCAL YEAR 2013-2014 BUDGET FOR THE GENERAL FUND TO PROVIDE FUNDING FOR THE STREET DEPARTMENT TO PURCHASE PAVING EQUIPMENT TO BE USED IN OPERATIONS.

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		Unreserved Fund Balance	61000		<u>\$113,000</u>
					<u>\$113,000</u>
<u>Expenses</u>					
5-3050	Streets	Equipment.	71200	<u>\$113,000</u>	
				<u>\$113,000</u>	

[This item authorizes the Street Department to purchase equipment (pad roller) to enhance the quality and expedite the process of street construction as discussed in the memo dated July 7, 2014 by Mr. Cardenas.]

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 14th day of July, 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



Purchasing/IT Department

361-595-8025
361-595-8035 Fax

DATE: July 8, 2014
TO: City Commission through City Manager
FROM: David Mason, Purchasing/IT Director
SUBJECT: Padfoot Roller

SUMMARY

This item authorizes the purchase of one Bomag BW-211PD-50 padfoot single drum vibratory roller for the Street Department from Anderson Machinery.

BACKGROUND

The padfoot roller is necessary for proper compaction of crushed limestone roadbase use in the reconstruction of City streets according the City of Kingsville Street Plan.

RECOMMENDATION

We believe the best value for the City a new 2014 model Bomag BW-211PD-50 purchased through the BuyBoard cooperative purchasing contract for \$111,502.05. Purchasing through the Buyboard cooperative meets all bidding requirements under Local Government Code 252 and 271. Delivery of this machine is September 2014. In order to keep the City's paving program on track, Anderson Machinery has offered the use of a loaner machine. The loaner machine is only available through the Rent to Own Program at \$4510.30 per month plus time charges of approximately \$140.00/month. Anderson Machinery has agreed to apply the \$4500.00 principal payments towards the purchase price of the new machine. Only the time charge of approximately \$560.00 and Heavy equipment charge of \$41.20 will be sunk costs.

FINANCIAL IMPACT

Purchase price and sunk costs will be \$113,000.00 from CO65 Street Improvements. \$896.75 will be used for any incidentals to get the equipment operational.

BuyBoard

The following details shall be provided with any BuyBoard purchase order (Fax Purchase Order to (800)211-5454

BuyBoard Vendor: ANDERSON MACHINERY[Address P.O. to:] P.O. BOX 140916AUSTIN, TEXAS 78714Prepared By: TOM ANDERSONVendor Phone: (512) 272-8133Vendor Fax: (512) 272-8136

Vendor Toll Free _____

Date Prepared _____

Government Agency: CITY OF KINGSVILLE, TEXAS

Gov. Agency _____

[Ship to:] _____

[Bill to:] _____

SAMEContacts Name: DAVID MASON

Gov. Agn. Phone No: _____

G. A. Fax No: _____

Product Description: BOMAG BW-211PD-50 PAD FOOT VIBRATORY COMPACTOR

I: BuyBoard Contract #424-13

Price List:

12/1/2012

Base Price

\$131,205.00

II: Base Bid Options (Itemize Below)

*	_____	*	_____	_____
*	_____	*	_____	_____
*	_____	*	_____	_____
*	_____	*	_____	_____
*	_____	*	_____	_____
*	_____	*	_____	\$ -
*	\$ -	*	_____	\$ -
*	\$ -	*	_____	\$ -
*	\$ -	*	_____	\$ -
Subtotal			Subtotal	\$ -

Contract List Price Total

\$ -

III: Subtotal of I + II

=>

\$ 131,205.00

IV: Discount: 0.19

BuyBoard Contract Price:

\$106,276.05

V: Non-Base Options

(Itemize below)

NON-BASE = 4.92 %

* FREIGHT TO CITY BARN	\$ 3,000.00	BEACON	\$ 360.00
* POWERTRAIN WARRANTY	\$ 1,696.00	FIRE EXTINGUISHER	\$ 95.00
*	\$ -	SLOW MOVING VEHICLE SIGN	\$ 75.00
*	\$ -		\$ -
Subtotal		Subtotal	\$ 530.00

Unpublished Options added to Contract Price (Subtotal of Co. 1 & Col 2)

\$ 5,226.00

VI

VII: Total IV + VI

VIII: Quantity Ordered Units:

1 x "E"

\$ 111,502.05

IX: Trade-in or other Credit(s)

X: TOTAL PURCHASE PRICE INCLUDING VIII + IX

\$111,502.05

Contract Effective Dates: 10/1/2013 through 9/30/2015

Fax all Purchase Orders to BuyBoard at (800) 211-5454

1203H-3517 6M61311TP



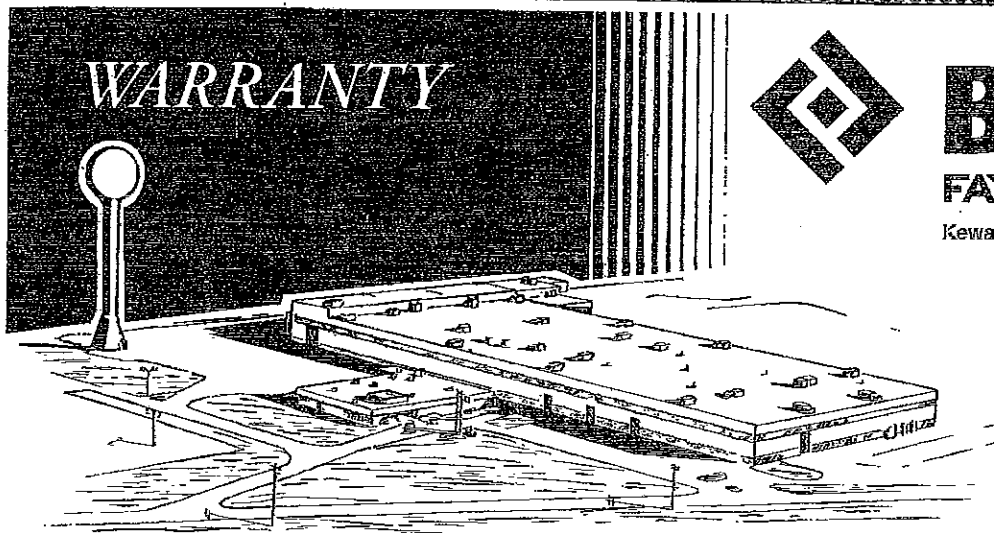
WARRANTY



BOMAG

FAYAT GROUP

Kewanee, Illinois



PRODUCTS

www.bomag.com/us

CERTIFICATE OF GENERAL EQUIPMENT WARRANTY

BOMAG Americas, Inc. warrants new compaction equipment products sold by it to be free of defects in materials or workmanship at the time of manufacture. This Warranty is subject to the following conditions:

- A. The warranty period for all ride-on compaction, stabilization, milling, and paving products is twelve (12) consecutive months or 1000 hours, whichever comes first, covering parts and labor from the Date of Delivery for initial use.
- B. The warranty period for all walk-behind compaction products is twelve (12) consecutive months covering parts and labor from the Date of Delivery for initial use.
- C. The warranty period for the refuse compactor is twelve (12) consecutive months or 2000 hours, whichever comes first, covering parts and labor from the Date of Delivery for initial use.

BOMAG Americas, Inc. obligation and liability under this warranty is expressly limited to the cost, exclusive of freight, duty, taxes, handling charges, of, during normal working hours, replacing or, at the sole option of **BOMAG Americas, Inc.**, repairing by an authorized BOMAG Americas equipment distributor, parts determined, upon inspection to have been defective in material or workmanship within the applicable period, to be not as warranted.

- D. The warranty for replacement or repair parts installed in the product shall be six (6) months from the Date of Installation. This warranty is limited to providing a replacement part; not including freight, duty, taxes, handling charges or cost of installation; to replace that part found not to be as warranted or, in the alternative, at the sole option of **BOMAG Americas, Inc.**, the cost, excluding travel and freight, of repairs, during normal working hours, to that part found to be not as warranted.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BOMAG AMERICAS' OBLIGATION SHALL NOT INCLUDE ANY LIABILITY FOR DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE OR DELAY.

This warranty covers only defects in materials and workmanship or noncompliance in products sold by **BOMAG Americas, Inc.**

Warranty coverage is not extended to repairs or parts and services required as a result of:

1. **Normal or accelerated wear and tear.**
Specific items might include, but are not limited to:

A. Brakes	E. Seals and Packings schedules
B. Belts	F. Tires
C. Hoses	G. Fuses
D. Bulbs	H. Clutches
2. **Alterations, not approved by BOMAG Americas, Inc.**
Including installation of "unapproved" accessories.
3. **Abuse.**
Specific examples might include, but are not limited to are:
 - A. Overloading
 - B. Misapplication
 - C. Improper Operation and Storage
 - D. Neglect
4. **Lack of Maintenance.**
Including:
 - A. Failure to inspect and maintain in accordance with published schedules
 - B. Improper Repair
 - C. Use of "unapproved" parts
5. **Periodic maintenance which is performed in accordance with BOMAG Americas, Inc. published schedules.**
Specific items might include, but are not limited to:
 - A. Tune-up Parts
 - B. Filters
 - C. Spark Plugs
 - D. Oil/Grease, Lube/Fuel

Certain products manufactured by other suppliers are covered by warranties extended by the original product manufacturers.

Examples include, but are not limited to:

- A. Batteries
- B. Tires
- C. **Engines**
- D. Attachments and Trade Accessories

4/2012

City Of Kingsville
David Mason
Bill Donnell
Kingsville, Texas

6/23/2014

Anderson Machinery Company is pleased to quote the following :

(1) New Bomag BW 211 PD-50 Pad Foot Compaction Roller 84" single drum
Compaction Force : Static 25,785 lbs , Centrifugal Force : 61,875 lbs./ 44,550 lbs.
Effectiveness : 6" to 30" lifts with multiple passes

Cab: Open ROPS/FOPS Canopy
Full Instrumentation , Adjustable seat w/seatbelt , horn , back-up alarm
Engine : Deutz 4 cyl. Turbo chg. Water cooled , Tier IV-Final
Drive System : Hydrostatic
Service Brake/Parking Brake
Drum : 83.9" width
Tire Size : 23.1 -26/12PR (Tractor Style) Rear
Fuel Tank : 66 US Gals.
Audible and Visual Warning
Slow Moving Sign
Mounted fire extinguisher
Beacon Rotating Light
Std. Warranty : (1) year or 1,000 hrs.
*Additional "Power Train" (1) year total 2,000 hr.
Quote good for thirty days
*Plus any and all applicable Taxes

Buy Board Pricing
Sales Price:\$111,502.05

Richard Stracener


Territory Manager

LIABILITY: Lessee shall protect, indemnify and save Lessor and its assigns harmless against any and all claims, demands and causes of action of every kind and character whatsoever, including attorney's fees, arising in favor of any person, including but not limited to employees of Lessee, on account of personal injuries or death or damages to property occurring, proving out of, incident to or resulting directly or indirectly from the use, maintenance, operation and/or delivery of the equipment during the existence of this lease, or any extension thereof, and Lessee shall provide adequate liability insurance therefor at Lessee's own expense.

TAXES: Lessee shall comply with and conform to all laws, ordinances and regulations relating to the ownership, possession, use or maintenance of the equipment, and save Lessor harmless against actual or asserted violations, and pay all costs and expenses of every character occasioned by or arising out of such use. Lessee agrees that, during the term of this lease, in addition to the rent and all other amounts provided herein to be paid, it will promptly pay all taxes, assessments and other governmental charges (including penalties and interest, if any, and fees for filing or registration, if required) levied or assessed: (a) upon the interest of the Lessee in the equipment or any part thereof, or the use or operation thereof or on the earnings arising therefrom; and (b) against Lessor on account of its acquisition or ownership of the equipment or any part thereof, or the use or operation thereof or the leasing thereof to the Lessee, or the rent herein provided for, or the earnings arising therefrom, exclusive, however, of any taxes based on net income of Lessor. Lessee agrees to file, in behalf of Lessor, all required tax returns and reports concerning the equipment with all appropriate governmental agencies, and within not more than 45 days after the due date of such filing, to send Lessor confirmation, in form satisfactory to Lessor, of such filing.

INSPECTION: Lessee shall, whenever requested, advise Lessor of the exact location and condition of the equipment and shall give Lessor immediate notice of any attachment or other judicial process affecting the equipment, and indemnify and save Lessor harmless from any loss or damage caused thereby. Lessor may, for the purpose of inspection, at all reasonable times enter upon any job, building, or place where the equipment is located, and may remove the equipment forthwith, without notice to Lessee, if the equipment is, in the opinion of the Lessor, being used beyond its capacity or in any manner improperly cared for or abused.

CHARGES: Lessee agrees that the base rate for use of the equipment during the term of the lease, or any extension thereof, is based on "single shift use" which is defined as a maximum of eight (8) hours on a daily rental or a maximum of forty (40) hours on a weekly rental or a maximum of one hundred seventy three (173) hours on a monthly rental. Lessee agrees to pay a charge of 150% of the base rate for "double shift use" which is defined as any usage in excess of eight (8) hours per day up to a maximum of sixteen (16) hours per day on a daily rental or for any usage in excess of forty (40) hours per week up to a maximum of eighty (80) hours per week on a weekly rental or for any usage in excess of one hundred seventy three (173) hours per month up to a maximum of three hundred forty six (346) hours per month on a monthly rental. Lessee agrees to pay a charge of 200% of the base rate for a "triple shift use" which is defined as any usage in excess of sixteen (16) hours per day on a daily rental or eighty (80) hours per week on a weekly rental or three hundred forty six (346) hours per month on a monthly rental. Provided the Lessee has paid the minimum guaranteed lease amount, the charges for use of the equipment beyond the term of the lease shall be computed at one-third (1/3) of the proper monthly "shift use" rate per week and one-third (1/3) of the proper weekly "shift use" rate per day. Conversion to a longer term guarantee is available, at the Lessor's option, when advance written notice is given by the Lessee. Conversion will become effective for the current billing period forward but will not be retroactive to any prior rental period. Rate calculations for the extended period will be made by multiplying the daily or weekly rate by three (3) to arrive at the weekly or monthly rate, respectively.

NO WARRANTY: Lessor, and being the manufacturer of the equipment, nor manufacturer's agent, makes no warranty or representation, either express or implied, as to the fitness, quality, design, condition, capacity, suitability, merchantability or performance of the equipment or of the material or workmanship thereon, it being agreed that the equipment is leased "as is" and that all such risks, as between the Lessor and the Lessee, are to be borne by the Lessee at its sole risk and expense. Lessee accordingly agrees not to assert any claim whatsoever against the Lessor based thereon. Lessee further agrees, regardless of cause, not to assert any claim whatsoever against the Lessor for loss of anticipatory profits or consequential damages. No oral agreement, guaranty, promise, condition, representation or warranty shall be binding; all prior conversations, agreements or representations related hereto and/or to said equipment are integrated herein. No modification hereof shall be binding unless in writing signed by Lessor.

TITLE: All said equipment shall remain personal property, and title thereto shall remain in Lessor exclusively. Lessee shall keep the equipment free from any and all liens, and shall do or permit no act or thing whereby Lessor's title or rights may be encumbered or impaired.

PERFORMANCE OF OBLIGATIONS OF LESSEE BY LESSOR: In the event that the Lessor shall fail duly and promptly to perform any of its obligations under the provisions of this lease, the Lessor may, at its option, perform the same for the account of Lessee without thereby waiving such default, and any amount paid or expense (including reasonable attorney's fees), penalty or other liability incurred by the Lessor in such performance, together with interest at the rate of 1 1/2% per month thereon until paid by the Lessee to the Lessor, shall be payable by the Lessee upon demand as additional rent for the equipment.

DEFAULT: An event of default shall occur if: (a) Lessee fails to pay when due any installment of rent and such failure continues for a period of 10 days; (b) Lessee shall fail to perform or observe any covenant, condition or agreement to be performed or observed by it hereunder and such failure continues uncured for 15 days; (c) Lessee ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy, is adjudicated a bankrupt or an insolvent, files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to or acquiesces in the appointment of a trustee, receiver, or liquidator of it or of all or any substantial part of its assets or properties, or if it or its shareholders shall take any action looking to its dissolution or liquidation, (d) within 60 days after the commencement of any proceedings against Lessee seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceedings shall not have been dismissed, or if within 60 days after the appointment without Lessee's consent or acquiescence of any trustee, receiver, or liquidator of it or of all or any substantial part of its assets and properties, such appointment shall not be vacated; or (e) Lessee attempts to remove, sell, transfer, encumber, part with possession or sublet the equipment or any item thereon.

Upon the occurrence of an event of default, Lessor, at its option, may: (a) declare all sums due and to become due hereunder immediately due and payable; (b) proceed by appropriate court action or actions or other proceedings either at law or equity to enforce performance by the Lessee of any and all covenants of this lease and to recover damages for the breach thereof; (c) demand that Lessee deliver the equipment forthwith to Lessor at Lessee's expense at such place as Lessor may designate; and (d) Lessor and/or its agents may, without notice or liability or legal process, enter into any premises of or under control or jurisdiction of Lessee or any agent of Lessee where the equipment may be or by Lessor is believed to be, and repossess all or any item thereon, disconnecting and separating all thereof from any other property and using all force necessary or permitted by applicable law so to do, Lessee hereby expressly waiving all further rights to possession of the equipment and all claims for injuries suffered through or loss caused by such repossession; but the Lessor shall, nevertheless, be entitled to recover immediately as liquidated damages for loss of the bargain and not as a penalty any unpaid rent that accrued on or before the occurrence of the event of default plus an amount equal to the difference between the aggregate rent reserved hereunder for the unexpired term of this lease and the then aggregate rental value of the equipment for such unexpired term, provided, however, that if any statute governing the proceeding in which such damages are to be proved specifies the amount of such claim, Lessor shall be entitled to prove as and for damages for the breach an amount equal to that allowed under such statute. The provisions of this paragraph shall be without prejudice to any rights given to the Lessor by such statute to prove for any amounts allowed thereby. Should any proceedings be instituted by or against Lessor for monies due to Lessor hereunder and/or for possession of any or all of the equipment or, for any other relief, Lessee shall pay a reasonable sum as attorney's fees.

ASSIGNMENTS: Neither this lease nor Lessee's rights hereunder shall be assignable except with Lessor's written consent; the conditions hereof shall bind any permitted successors and assigns of Lessee. Lessor may assign the rents reserved herein or all or any of Lessor's other rights hereunder. Lessee on receiving notice of any such assignment shall abide thereby and make payments may therein be directed. Following such assignment, solely for the purpose of determining assignee's rights hereunder, the term "Lessor" shall be deemed to include or refer to Lessor's assignee.

MISCELLANEOUS: Lessee will not change or remove any insignia or lettering on the equipment and shall conspicuously identify each item of the leased equipment by suitable lettering thereon to indicate Lessor's ownership. All transportation charges shall be borne by Lessee. All notices relating hereto shall be mailed registered to Lessor or Lessee at its respective address above shown or at any later address last known to the sender, if any part hereof is contrary to, prohibited by or deemed invalid under applicable laws or regulations of any jurisdiction, such provision shall be inapplicable and deemed omitted but shall not invalidate the remaining provisions hereof. Lessee waives all rights under all exemption laws. Lessee admits the receipt of a true copy of this Equipment Lease. This lease is irrevocable for the full term hereof and for the aggregate rental herein reserved, and the rent shall not abate by reason of termination of Lessee's right of possession and/or the taking of possession by Lessor or for any other reason, and, delinquent installments of rental shall bear interest at 1 1/2% per month if not prohibited by law, otherwise at the highest lawful contract rate.

INSURANCE: Lessee agrees, during the period of this lease, or any extension thereof, to indemnify and reimburse the Lessor against any and all loss or damage to said equipment, and to that end Lessee agrees to keep said equipment insured for the full insurable value thereof against fire, theft and combined additional coverage. Lessee agrees to procure such insurance protection in amounts satisfactory to Lessor and that Lessee shall, on request of Lessor, deliver to Lessor the policies or evidence of insurance with a standard long form endorsement showing loss, if any, payable to Lessor.

LESSEE:

BY:

City of Kingsville, Texas
David Mason
Purchasing Dept.
Kingsville, Texas

6/20/2014

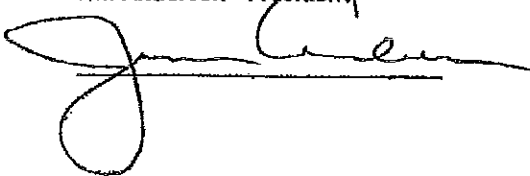
Amendment to Anderson Machinery Co.
Rental Contract

Rental (1) Bomag BW 211 PD-40 serial # 901583261093 to be leased
for the period :Starting 6-20-14 until delivery of new BW-211PD -50 approx.
late Sept. 2014

The rental rate of : \$ 4,500 a month will apply , with 100 % to apply
to the new machine that has been ordered, plus a time charge payment
of a floating "New York Prime" plus 2% to apply monthly.

Starting Price : \$ 111,502.05 for new machine .

Anderson Machinery Company
Jim Anderson - President

A handwritten signature in black ink, appearing to read 'Jim Anderson', written over a horizontal line.

Date: 6/20/14

ANDERSON MACHINERY COMPANY

P.O. Box 4806
Corpus Christi, TX 78469

P.O. Box 662
Pharr, TX 78577

P.O. Box 200380
San Antonio, TX 78220

P.O. Box 140916
Austin, TX 78714

5309 U.S. Hwy 59 N.
Victoria, TX 77905

LEASE & RENTAL AGREEMENT

LESSEE: City of Kingsville

ADDRESS: P.O. Box 1458

CITY/STATE: Kingsville, TX 78363

DESCRIPTION	EQUIPMENT #
One (1) Bomag BW211PD-40 Pad Foot Roller S/N #901583261093	2940

P.O. # 142006 Value: \$ 125,000.00

The single shift base rate per Month shall be: \$ 4,500.00

Insurance charge (in lieu of required) or carrier shall be: Customer Provided

Heavy Equipment Property Tax \$ 10.30

2% Diesel Equipment Surcharge: N/C

Applicable Tax (Tax Exemption Certificate may be furnished in lieu of payment) N/C

Total single shift base charge per Month including tax: \$ 4,510.30

The guaranteed term of this rental is Monthly Starting 6/20/14 and any

extension beyond the guaranteed minimum term shall be the appropriate rate, payable in advance.

Shipping By: Lessee Lessor X Charges: \$ 450.00 Delivery & Pick-up each way

JOB SITE LOCATION: City of Kingsville 10th & Santa Gertruda attn: Charlit Sosa

Fuel: Unit will be furnished with a full tank of fuel on delivery. Lessee agrees to return the unit with a full tank of fuel or reimburse the Lessor for the cost of filling the fuel tank.

Acceptance: This "Lease and Rental Agreement" is tendered by Lessee for acceptance and shall become a binding agreement only when accepted by an Officer of Anderson Machinery Company (herein referred to as "Lessor"), at its business offices.

Use: Lessee shall have the right to make lawful and reasonable use of equipment in the conduct of Lessee's business and agrees during the period covered by this lease, or any extension thereof to use said equipment in a careful and prudent manner. Lessee agrees to make at Lessee's expense and using only authorized parts and qualified personnel, any and all repairs thereon which may be necessary to keep said equipment in good condition and upon the termination of this lease to return said equipment to Lessor in as good condition as received, normal wear excepted. Lessee further agrees to use said equipment only for the purposes and in the manner recommended by the manufacturers thereof and, further, not to load said equipment beyond the capacities recommended by the manufacturers.

Repair: Lessee agrees that the time required to complete repairs to the above described equipment after return from rental, whether necessitated by physical damage and covered by Lessee's insurance or resulting from repairs, required as a damage beyond normal wear, will be billed at 50% of the appropriate single shift base rate above and Lessee agrees to pay the charges therefor.

Repair Clause: Lessee agrees to pay repair cost except normal wear. Lessee also agrees to pay for high wear items like cutting edges, teeth, tires, hammer points and undercarriage (tires and undercarriage will pro-rated).

Non-Waiver: Time is of the essence. Lessor's failure at any time to require strict performance by Lessee of any of the provisions hereof shall not waive or diminish Lessor's right thereafter to demand strict compliance therewith or with any other provision. Waiver of any or default shall not waive any other

default. No remedy of Lessor hereunder shall be exclusive of any other remedy herein or by law provided, but each shall be cumulative and in addition to Lease payments and use tax are payable at the offices of Anderson Machinery Company, Corpus Christi, Texas. Transportation, service repairs and damages are the responsibility and expense of the Lessee. All conditions on the face and reverse hereof are accepted by:

ANDERSON MACHINERY COMPANY

LESSEE: City of Kingsville

Name: _____
TITLE: PRESIDENT DATE: _____
(Not valid unless signed by an officer of Anderson Machinery Company)

Name: _____
TITLE: _____ DATE: 6/23/14

AGENDA ITEM #2

ORDINANCE NO. 2014-

AN ORDINANCE AMENDING THE FISCAL YEAR 2013-2014 BUDGET FOR THE GENERAL FUND TO PROVIDE FUNDING FOR BUILDING IMPROVEMENTS TO CITY PROPERTY AT 2211 SOUTH BRAHMA BLVD.

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		Unreserved Fund Balance	61000		<u>\$20,000</u>
					<u>\$20,000</u>
<u>Expenses</u>					
5-1030	City Special	Building Maintenance.	51100	<u>\$20,000</u>	
				<u>\$20,000</u>	

[This item authorizes the Planning & Development Services Department to provide building improvements to a city-owned building located at 2211 S. Brahma Blvd. in preparation for the lease of the building as discussed in the memo dated July 3, 2014 by Mr. Isassi.]

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 14th day of _____, 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 – City Property located at 2211 S. Brahma Blvd.

DATE: July 3, 2014

Reference is made to the June 23rd, 2014 City Commission meeting in which Robert Isassi updated the City Commission on the existing condition of the city-owned building located at 2211 South Brahma Blvd., which was most recently leased by Global Contact Services (GCS). As previously discussed, the City may begin partnering with the local university by leasing the building to the university to attract Eagle Ford Shale companies to Kingsville for research, education and development. In order to make the building move-in-ready for any tenant, the City will need to make repairs, perform maintenance, and update certain aspects of the building before leasing.

The breakdown of needed work with estimated pricing information is as follows:

Roof Inspection \$500

To ensure that previous water leaks are verified as either a roof or air-conditioning issue. Existing evidence has shown that this is likely due to air conditioning condensation leaks.

Fire Inspection \$400

Cost to perform a fire alarm and system check from a certified company to ensure that the existing alarm system is working.

Fire Equipment Maintenance \$500

Cost to maintain the existing fire extinguishers which have not been checked since 2007 and to replace rechargeable batteries for emergency lighting.

Plumbing \$800

Cost to perform a hydrostatic pressure test and water filter maintenance of existing water fountains.

AC Repairs \$4,800

Cost to repair and maintain nine (9) existing air conditioning units with services ranging from pressure-washing condenser coils to replacing blower motors.

Electrical \$400

Cost to label existing circuit breakers and perform minor electrical repairs.

Carpentry \$3,500

Cost to replace rear storage area exit door, construct new stairs to the building, and waterseal the building.

Locksmith \$500

Cost to rekey front and rear doors and replace any missing keys within the building.

Pest Control \$800

Cost to spray for pests in the building.

Sanitation \$1,000

Cost to sanitize bathrooms, clean the building, and remove unwanted furniture from the building.

ADA Compliance \$5,000

Cost to update the building to meet existing ADA compliance standards.

This tabulated total comes to \$18,200. City staff is requesting a total of \$20,000 (which includes \$1,800 for any contingency costs) to cover these estimated costs to prepare the building for occupancy. City staff is creating a plan and will be contacting vendors for this project once the budget amendment is approved. City staff is requesting the \$20,000 to be funded from the General Fund, Fund 001 – Fund Balance.

AGENDA ITEM #3



**KINGSVILLE SPECIALIZED CRIMES
AND NARCOTICS TASK FORCE**

P. O. BOX 213

KINGSVILLE, TEXAS 78364


tfadmin@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: July 16, 2014

Subject: Out of State Travel Request

An out of state travel request for your consideration is being submitted. The travel request is for Special Agent Mike Tamez to serve as an Instructor and assist with teaching a Commercial Motor Vehicle Criminal Interdiction (MVCI) course in Grand Rapids, Michigan. The course is being conducted at the request of the Michigan State Police and will be attended by approximately 700 criminal interdiction experts from throughout the United States, Canada, Australia and Ireland.

The training conference is scheduled for Monday August 11th to Thursday August 14, 2014. The Motor Vehicle Criminal Interdiction Association will assume all of Agent Tamez's authorized travel expenses and per diems. Agent Tamez will instruct classes to enhance a patrol officer's ability to conduct criminal highway interdiction emphasizing on Rapid Behavior Analysis.

If this request is approved, can it be placed on the City's Commissioners Court Agenda for Monday, July 28, 2014? Your kind consideration to this request is greatly appreciated.

Cc: Ken Starrs, Assistant Commander
Mike Tamez, Special Agent
File

Attachments

Motor Vehicle Criminal Interdiction Association

MVCI Association, P.O. Box 249, Mattawan, MI. 49071-9800

Website address: www.mvci-association.com

Telephone: (269) 209-6354

Date: July 15, 2014

Commander Willie Vera
Kingsville Specialized Crimes and Narcotics Task Force

Ref: Instructor request for Mike Tamez at the 2014 National MVCI Interdiction Conference

Dear Comm Vera,

The 24th Annual Motor Vehicle Criminal Interdiction (MVCI) Training, Intelligence Sharing and Networking Conference (formally known as the DIAP Conference) will be held August 11-14, 2014 at the Amway Grand Hotel in Grand Rapids, MI.

Approximately 700 criminal interdiction experts representing police agencies throughout the United States, Canada, Australia, and Ireland will be in attendance.

We are requesting Ofc Tamez's assistance at this year's MVCI DIAP-EPIC conference to instruct in the area of criminal interdiction. We would be honored to have him instruct at this year's conference as we pride ourselves in having a diversity of instructors who have a passion for criminal interdiction. This year the conference is being held for the first time on the Northern border of the United States. Therefore, we are hoping to place a greater emphasis on Canadian/US Interdiction at the conference, along with the routes that connect the west coast to the Northern Border. With his expertise in the area of criminal interdiction, he would only make our list of instructors that much stronger.

Please feel free to contact me with any questions that you may have at any time. We are hoping that Ofc Tamez will be able to join our great lineup of instructors!!

Thank you for your time and consideration.

Sincerely,

Jose Patino

Jose Patino
Trooper, Michigan State Police
National Board Member of MVCI

jose@mvci-association.com

269-209-6354





2014 M.V.C.I. Conference

**** Formally known as the DIAP Conference ****



The Motor Vehicle Criminal Interdiction Association and the Michigan State Police would like to invite you to attend some of the best criminal interdiction training offered in the U.S. at a reasonable cost. Please visit:

www.mvci-association.com

to learn more. We hope to see you there!

Sunday August 10, 2014
24th ANNUAL MVCI
TRAINING, NETWORKING, AND INTELLIGENCE SHARING CONFERENCE
 Amway Grand Hotel - Grand Rapids MI

Main Foyer/ Registration 1 and 2

Arrival	Check in at the Four Diamond Amway Hotel	Motor Vehicle Criminal Interdiction Association Welcoming
1000-1800	Registration for the 2014 MVCI DIAP-EPIC Conference	Motor Vehicle Criminal Interdiction Association
1800	Registration Closes Until 6:45am on Monday morning	Motor Vehicle Criminal Interdiction Association
1830-2100	MVCI Welcoming Networking Session Imperial Ballroom	Motor Vehicle Criminal Vehicle Association and Partners



Monday August 11, 2014
24th ANNUAL MOTOR VEHICLE CRIMINAL INTERDICTION (MVCI DIAP/EPIC)
TRAINING, NETWORKING AND INTELLIGENCE SHARING CONFERENCE
Anway Grand Hotel - Grand Rapids, MI

Embassador Ballroom

Time	Topic or Activity	Presenter	Agency or Entity
0630-0800	Late Registration	MVCI	Motor Vehicle Criminal Interdiction Association
0815	Call to Order	Inspector Patrick Morris	Michigan State Police Commercial Vehicle Enforcement Division
0815-0830	Opening Ceremonies Posting of Colors Invocation	Patrick Morris Honor Guard TBD	Michigan State Police Michigan State Police Emergency Support Team TBD
0830-1000	Welcoming Remarks	MSP Command Officer Governor Rick Snyder Director Tim Jennings Chief of Police	Michigan State Police State of Michigan El Paso Intelligence Center Grand Rapids Police Department
1000-1020	Morning Break	Crown Foyer	MVCI
1020-1030	Housekeeping Announcements – Raffles Explained	Jose Patino	Michigan State Police
1030-1145	Introduction	Bob Thomasson	USA
1145-1200	Training Overview and Course Orientation	Patrick Morris	Michigan State Police
1200-1300	Lunch	At Large Training Resumes at 1300	Grand Rapids

Monday August 11, 2014
24th ANNUAL MVCI
TRAINING, NETWORKING, AND INTELLIGENCE SHARING CONFERENCE
Anway Grand Hotel - Grand Rapids, MI

Time	Topic or Activity	Presenter	Agency or Entity
1300	Announcements	Jose Patino	Michigan State Police
1305 - 1345	Truckers Against Trafficking	Kendis Paris Executive Director	T.A.T.
1345 - 1445	Pirates of the Caribbean WHEELS ABOARD SUMMER HOLY TRAVE	Derek B. Mirabel Group Supervisor	DEA- Caribbean Division
1445 - 1500	Afternoon Break	Crown Foyer	MVCI
1500 - 1650	Laying the Foundation for Interdiction 2014 AGED TO WINNERS IN TRAFFIC SELECTION	Shawn Paidazi Mike Tamez	Pearl Police Department Kingsville Task Force
1650 - 1700	Announcements - Raffles/Nights Entertainment Announcement	Jose Patino	Michigan State Police
1700	Adjourn	Adjourn	Adjourn
1900 - 2100	Networking and Information Sharing Session	Ballroom	MVCI



Tuesday August 12, 2014
24th ANNUAL MVOI
TRAINING, NETWORKING, AND INTELLIGENCE SHARING CONFERENCE
Amway Grand Hotel - Grand Rapids, MI

Breakouts / Ballroom

Time	Topic or Activity	Location	Presenter
0800-0815	Announcements	Ambassador Ballroom	Jose Patino
0815-1200	Pipeline Interdiction 101 <i>Introduction to interdiction</i>	Breakout Session 1 Pantlind Room	Al Romero- Ohio Highway Patrol Chris Nicholas- Kansas Highway Patrol
0815-1200	K9 Forum (Only Session) <i>Discussion on current K9 issues, training, Case law, etc...</i>	Breakout Session 2 Imperial Ballroom	Dan Hinton - Florida Highway Patrol Tim Johnson- Michigan State Police Charlton Martin - Alabama State Police
0815-1200	Convoy 101 <i>Commercial Vehicle Interdiction</i>	Breakout Session 3 Emerald Room	Shannon Chelf - FMCSA DIAP Cody Smid - FMCSA DIAP Alex Gonzalez Lane Thompson
0815-1200	Medical Marijuana Laws	Breakout Session 4 Governor's Room	Ken Stecker Michigan Attorney General's Office
0815-1200	Northern Border and Canadian Trucking Intelligence	Breakout Session 5 Gerald R Ford Room	Paul Vogt Melonie Rose Canadian Border Services
0815-0945	Plain Clothes Narc Techniques	Breakout Session 6 Vandenberg Room	OJ Garcia- Texas DPS Eric Garza- Houston PD
1000-1200	Hotel/Motel/Truck Stop Interdiction		Eric Garza Patrick Esquibel Houston Police Department
0815-0945	EPG 101		Director Timothy Jennings El Paso Intelligence Center
1000-1200	Mexican Driver's License Recognition	Breakout Session 7 Pantlind Room	Manny Martinez El Paso County Sheriff Department
0815-1200	Evading Honesty <i>Rapid Behavior Analysis</i>	Breakout Session 8 Ambassador Ballroom	Shawn Pardazi-Pearl PD Mike Tamez- Kingsville Narcotics Brandon Roberts- Florida
1200-1300	Lunch	On your own	Grand Rapids

2014		MVCI Conference		Tuesday August 12, 2014	
Time	Topic or Activity	Location	Presenter		
1300-1310	Announcements	Ballroom	Jose Patino Michigan State Police		
1615-1650	Passenger Car Compartments <i>How to find and access them...</i>	Breakout Session 9 Pearl Room	TBA		
1315-1650	Mexican Mennonites	Breakout Session 10 Pearl Room	Mark Loop Ontario Provincial Police		
1315-1650	Court Room Testimony Report Writing	Breakout Session 11 Gerald R Ford Room	Thomas Matuszak-Ohio Prosecutor's Office Al Romero- Ohio Highway Patrol		
1315-1650	Advance Pipeline Interdiction For the Advanced Interdiction Officer	Breakout Session 12 Ambassador Ballroom Room	Shaun Smart Stacey Arnold Ohio Highway Patrol		
1615-1650	Interdiction for the Protection of Children	Breakout Session 13 Ambassador Ballroom Room	David Stambaugh Greg Royero Texas DPS		
1310-1445	Plain Clothes Narc Techniques	Breakout Session 14 Vandenberg Room	Eric Garza- Houston PD OJ Garcia- Texas DPS		
1500-1650	Hotel/Motel/Truck Stop Interdiction		Eric Garza Patrick Esquibel Houston Police Department		
1310-1445	Cargo/Trailer Theft	Breakout Session 15 Governor's Room	Tina Waymire Miami County Sheriff's Office		
1500-1650	Fraud Detection During Traffic Stops <i>Recognizing credit cards, money drugs and fraud weapons during a stop</i>		Jason Lemery Hazen Ogden Dan Hinton Florida Highway Patrol		
1655-1700	Announcements / Raffles	Ballroom	Jose Patino Michigan State Police		
1700	Adjourn	Ballroom	Your Sponsors and Hosts		



Tuesday August 12, 2014
24th ANNUAL MVCI
RECOGNITION CEREMONY
Amway Grand Hotel - Grand Rapids, MI
Ambassador Ballroom

Time	Topic or Activity	Location	Presenter	Agency or Entity
1730-1800	Intelligence Networking and Exchange	Ballroom Lobby	MVCI	Motor Vehicle Criminal Interdiction Association
1800-1815	Seating	Ambassador Ballroom	MVCI	MVCI
1815-1845	Call to Order National Anthem Posting of Colors Invocation Master of Ceremonies	Ballroom	Inspector Patrick Morris	Michigan State Police Commercial Vehicle Enforcement Division
1845	Meal Service Begins	Ballroom	MVCI	MVCI
1915-1945	Keynote Speaker	Ballroom	MVCI	Patrick Mead
1945-2015	Agency and Individual Recognition	Ballroom	MVCI - EPIC /DIAP MVCI Inspector Pat Morris	MVCI - EPIC /DIAP MVCI Board Michigan State Police
2015	Closing of Recognition Ceremony	Ballroom	Inspector Pat Morris	Michigan State Police



Wednesday August 13, 2014
24th ANNUAL MVCI
TRAINING, NETWORKING, AND INTELLIGENCE SHARING CONFERENCE
Amway Grand Hotel - Grand Rapids MI

Ambassador Ballroom

Time	Topic or Activity	Location	Presenter
0800	Announcements	Ballroom	Jose Patino Michigan State Police
0815-0845	HIDTA	Ambassador Ballroom	Dir Abe Azaam- Detroit HIDTA Dir Kurt Schmid- Chicago HIDTA
0845-1015	Street Survival	Ambassador Ballroom	Calibre Press
1015-1030	Morning Break	Crown Foyer	MVCI
1030-1200	Street Survival (cont)	Ballroom	Calibre Press
1200	Lunch at large	Training Resumes at 1300	Grand Rapids
1300-1315	Announcements -- Raffles	Ballroom	Jose Patino Michigan State Police
1315-1445	Street Survival (cont)	Ballroom	Calibre Press
1445-1500	Afternoon Break	Crown Foyer	MVCI
1500-1650	Street Survival (cont)	Ballroom	Calibre Press
1650-1700	Announcements	Ballroom	Jose Patino Michigan State Police
1900-2100	Networking/ Information Sharing Session	Ambassador Ballroom	MVCI

Thursday August 14, 2014
24th ANNUAL MSCI

TRAINING, NETWORKING, AND INTELLIGENCE SHARING CONFERENCE

Anway Grand Hotel - Grand Rapids, MI

Breakouts/ Ambassador Ballroom

Time	Topic or Activity	Location	Presenter
0800	Announcements	Ambassador Ballroom	Jose Patino
0810-1200	Advanced Pipeline Interdiction Advanced Interdiction Officer	Breakout Session 15 Emerald Room	Shaun Smart Stacey Arnold Al Romero Ohio State Highway Patrol
0810-0945	Mexican Driver's License Recognition	Breakout Session 16 Pearl Room	Manny Marquez El Paso County Sheriff Dept
1000-1200	EPIC 101		Director Timothy Jennings El Paso Intelligence Center
0810-1200	Convoy 101 Commercial Vehicle Interdiction	Breakout Session 17 Governor's Room	Shannon Chelf/Cody Smid/Chris Nicholas FMCSA
0810-0945	Fraud Detection During Traffic Stops	Breakout Session 18 Vandenberg Room	Jason Lemery Hazen Ogden Dan Hinton Florida Highway Patrol
1000-1200	Cargo/ Trailer Theft		Tina Waymire Miami County Sheriff's Office
0810-1200	Northern Border/ Canadian Trucking Intelligence	Breakout Session 19 Grand View Room	Paul Vogt Canadian Border Services Agency
0810-1200	Evading Honest Rapid Behavior Analysis	Breakout Session 20	Shawn Pardazi Mike Tamez Brandon Roberts
0810-1200	Passenger Vehicle Components in Real Cases of Suspicious Events...	Breakout Session 21	TBA
0810-1200	Commercial Vehicle Components Componentes Vehiculos Comerciales	Breakout Session 22 Ambassador Ballroom	Alex Gonzalez Lane Thompson Hoover Police Department
0810-1200	How to manage an Interdiction Team For Supervisors ONLY....	Breakout Session 23 Gerald R Ford Room	Calibre Press
1200	Lunch	On your own	Grand Rapids

Break

at

0945

to

1000

2014		MVCI Conference	Thursday August 14, 2014
Time	Topic or Activity	Location	Presenter
1300-1315	Announcements	Pantlind Room	Jose Patino Michigan State Police
1315-1445	Advance Hidden Compartment Training	Pantlind Room	Mike Tamez - Kingsville Task Force
1315-1445	MANAGEMENT CLASS (cont.)	Gerald R Ford Room	Calibre Press
1445-1500	Afternoon Break	Afternoon Break	Afternoon Break
1500-1620	Advance Hidden Compartment Training	Pantlind Room	Mike Tamez
1500-1620	MANAGEMENT CLASS (cont.)	Gerald R Ford Room	Calibre Press
1630-1700	Annual Business Meeting - The 24th Annual MVCI and Beyond	Floor Open for Nominations and Presentations Pantlind Room	MVCI
1700	Adjourn	SEE YOU AT THE 2015 COLLEGE CON	1957

NEVER SEARCH ALONE & NEVER STOP LEARNING



REGULAR AGENDA

AGENDA ITEM #4

AGENDA ITEM #5

RESOLUTION #2014-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF KINGSVILLE AND TEXAS A&M UNIVERSITY-KINGSVILLE RELATING TO EAGLE FORD CENTER FOR RESEARCH, EDUCATION, AND OUTREACH; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville ("City") owns a certain premises (the "Premises") located at 2211 South Brahma Boulevard, Kingsville, County of Kleberg, which is currently vacant; and

WHEREAS, Texas A&M University-Kingsville ("TAMUK") has one of the best engineering programs in the country and has recently established the Eagle Ford Center for Research, Education and Outreach ("EFCREO"), which is currently in need of a suitable physical site; and

WHEREAS, the goal of EFCREO is to foster technological advancement, enhance the skill of the workforce via partnerships with industry, academia, local communities and governmental agencies, and to ensure the sustainable development of the Eagle Ford Shale Reserve (EFSR) for the benefit of all in the South Texas region; and

WHEREAS, the EFCREO plans to build a Sustainable Energy Technology Hub to foster sustainable energy development in South Texas; and

WHEREAS, the City and TAMUK would both benefit from the partnership for the EFCREO, which will likely bring new technologies, businesses, and jobs to the city; and

WHEREAS, the City is prepared to partner with TAMUK for the EFCREO by providing the premises located at 2211 South Brahma Boulevard, Kingsville, Texas rent-free to the University and TAMUK has agreed to provide students and staff supervisors for this project, thereby occupying vacant city property and likely improving economic development in town; and

WHEREAS, the City Commission has previously approved several Interlocal Agreements with TAMUK; and

WHEREAS, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to this agreement to render assistance to one another whenever practical in accordance with the terms of the agreement attached hereto.

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

I.

THAT the City Manager is authorized and directed as an act of the City of Kingsville, Texas to enter into an Interlocal Cooperation Agreement Between the City of Kingsville and the Texas A&M University-Kingsville relating to Eagle Ford Center for Research, Education, and Outreach in accordance with the agreement 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 28th day of July, 2014.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF KINGSVILLE
AND TEXAS A&M UNIVERSITY KINGSVILLE
RELATING TO
EAGLE FORD CENTER FOR RESEARCH, EDUCATION, AND OUTREACH**

WITNESSETH:

WHEREAS, the City of Kingsville ("City") owns a certain premises (the "Premises") located at 2211 South Brahma Boulevard, Kingsville, County of Kleberg, as more particularly described in the **Building Site Plan**, attached hereto as Exhibit A (the "Site Plan"), which is currently vacant; and

WHEREAS, Texas A&M University-Kingsville ("TAMUK") has one of the best engineering programs in the country and has recently established the Eagle Ford Center for Research, Education and Outreach ("EFCREO"), which is currently in need of a suitable physical site; and

WHEREAS, the goal of EFCREO is to foster technological advancement, enhance the skill of the workforce via partnerships with industry, academia, local communities and governmental agencies, and to ensure the sustainable development of the Eagle Ford Shale Reserve (EFSR) for the benefit of all in the South Texas region; and

WHEREAS, the EFCREO plans to build a Sustainable Energy Technology Hub to foster sustainable energy development in South Texas; and

WHEREAS, the City and TAMUK would both benefit from the partnership for the EFCREO, which will likely bring new technologies, businesses, and jobs to the city; and

WHEREAS, the City is prepared to partner with TAMUK for the EFCREO by providing the premises located at 2211 South Brahma Boulevard, Kingsville, Texas rent-free to the University and TAMUK has agreed to provide students and staff supervisors for this project, thereby occupying vacant city property and likely improving economic development in town; and

WHEREAS, the City Commission has previously approved several Interlocal Agreements with TAMUK; and

WHEREAS, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to this agreement to render assistance to one another whenever practical in accordance with these terms; and

NOW, THEREFORE, the City and TAMUK , in consideration of these mutual covenants and agreements, agree as follows:

1. PARTIES. The parties to this Interlocal Agreement ("Agreement") are the City, a Texas home rule municipality, and TAMUK, a Texas institution of higher education on behalf of the Board of Regents of the Texas A&M University System, an agency of the State of Texas.

2. PURPOSE.

- A. TAMUK will locate the EFCREO at the City's building located at 2211 South Brahma Boulevard, Kingsville, Texas for a period of up to five years to foster technological advancement, enhance the skill of the workforce via partnerships with industry, academia, local communities and governmental agencies, and to ensure the sustainable development of the EFSR for the benefit of all in the South Texas region.
- B. The City will provide its building located at 2211 South Brahma Boulevard, Kingsville, Texas for TAMUK's EFCREO rent-free to TAMUK for a period of up to five years to promote the university and area as a place for research, development, and business, which should lead to economic improvement in the community.
- C. TAMUK and the City will agree to abide by the Facility Use Terms attached hereto and made a part of this agreement.

3. TERM.

- A. This Agreement shall be for a term of five (5) years from September 1, 2014 through August 31, 2019.
- B. This Agreement may be terminated at any time by any party with or without cause upon sixty (60) days advance written notice.
- C. Any notice of termination shall be sent to the other party to this Agreement at the address listed in paragraph 4 below.

4. MISCELLANEOUS PROVISIONS.

A. Notice. Notice required by this Agreement may be given or served by depositing the notice in the United States Mail, in certified or registered form, postage prepaid, addressed to the other party, or by delivering the notice in person to the other party. Notice deposited in the United States Mail in the manner prescribed in this subsection is effective upon deposit. The addresses of the parties are:

CITY: City of Kingsville, Texas
Attention: City Manager
P.O. Box 1458
Kingsville, Texas 78364
Telephone: (361) 595-8002
Facsimile: (361) 595-8035

TAMUK: Texas A&M University Kingsville
Attention: Associate VP for Support Services
700 University Blvd. MSC 212
Kingsville, Texas 78363-8202
Telephone: (361) 593-3219
Facsimile: (361) 593-3409

copy to: The Texas A&M University System
System Real Estate Office
301 Tarrow, 6th Floor
College Station, Texas 77840-7896
Phone: (979) 458-6350
Fax: (979) 458-6359
Email: sreo@tamus.edu

B. Effect of Waivers. No waiver by either party of any default, violation, or breach of the terms, provisions, and covenants contained in this Agreement may be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants of this Agreement.

C. Amendment of Agreement. This Agreement may be amended at any time. Any amendment to this Agreement must be in writing and agreed to by the governing bodies of the parties. No officer or employee of any of the parties has authority to waive or otherwise modify the limitations in this Agreement, without the express action of the governing body of the party.

D. Not For Benefit of Third Parties. This Agreement and all activities under this Agreement are solely for the benefit of the parties and not the benefit of any third parties.

E. Exercise of Police Powers. This Agreement and all activities under this Agreement are undertaken solely as an exercise of the police power of the parties, exercised for the health, safety, and welfare of the public generally, and not for the benefit of any particular person or persons. The parties do not have and may not be deemed to have any duty to any particular person or persons.

F. Immunities Not Waived. Nothing in this Agreement waives any governmental, official, or other immunity or defense of any of the parties or their officers, employees, representatives, and agents as a result of the execution of this Agreement and the performance of the covenants contained in this Agreement.

G. Mutual Indemnification: To the extent permitted by the Constitution and Laws of the State of Texas, TAMUK, and City agree that each party assumes any and all risks of liability, loss, damages, claims, or causes of action and related expenses, including attorney fees, caused or asserted to have been caused directly or indirectly by or as the result of the negligent acts or omissions of that party and the officers, employees, and agents thereof.

H. Captions. Captions to provisions of this Agreement are for convenience and shall not be considered in the interpretation of the provisions.

I. Fiscal Obligations. Each party which performs services or furnishes aid under this Agreement must do so with funds available from current revenues of the party.

J. Interlocal Cooperation Act Applies. The parties enter into this Agreement under the Texas Government Code Chapter 791 (Interlocal Cooperation Act). The parties agree that activities under this Agreement are "governmental functions and services" and that the parties are a "local government" and a "state agency" as those terms are defined in this Agreement and in the Interlocal Cooperation Act.

K. Approval by Governing Bodies. Each party represents that this Agreement has been duly passed and approved by the governing body of the party as required by the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code or that proper power and authority has been delegated by the governing body.

L. Entirety of Agreement. No other oral or written commitments of the parties with respect to partnership agreement for EFCREO to be located at 2211 South Brahma Blvd, Kingsville, Texas may have any force or effect if not contained in this Agreement or any amendments thereto.

M. Severability. If any provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

N. Validity and Enforceability. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement continues in full force and effect.

O. Warranty. The individuals executing this agreement on behalf of each party represent and warrant that they are each the duly authorized representatives of such party on whose behalf the individuals are signing, each with full power and authority to bind said party to each term and condition set forth in this agreement.

P. Governing Laws. This Agreement shall be governed by the laws of the State of Texas.

Q. Venue. Venue for an action arising under this Agreement is in Kleberg County, Texas.

R. Effective Date. This Agreement is effective on the date when the last party executes this agreement.

S. Multiple Originals. Two (2) copies of this Agreement are executed; each shall be deemed an original.

T. Dispute Resolution: The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMUK and the City of Kingsville to attempt to resolve any claim for breach of this agreement by either party that cannot be resolved in the ordinary course of business. City shall submit written notice of a claim of breach of contract under this Chapter to Director of Procurement and General Services of TAMUK, who shall examine City's claim and any counterclaim and negotiate with City in an effort to resolve the claim.

EXECUTED by TAMUK on the _____ day of _____, 2014.

Terisa Riley, Ph.D.
Senior Vice President for Fiscal and Student Affairs

APPROVED AS TO FORM:

R. J. DOLD
Assistant General Counsel
Office of General Counsel
The Texas A&M University System

EXECUTED by the City of Kingsville on the _____ day of _____, 2014.

Vincent J. Capell
City Manager

ATTEST:

Mary Valenzuela
City Secretary

APPROVED AS TO FORM:

Courtney Alvarez
City Attorney

FACILITY USE TERMS

In consideration of the mutual terms and conditions stipulated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties agree as follows:

1. DESCRIPTION OF PREMISES

City leases to TAMUK, and TAMUK leases from City, as herein provided, the premises located at 2211 South Brahma Boulevard, Kingsville, County of Kleberg, State of Texas, and described more particularly on Exhibit "A" attached hereto and incorporated herein by reference for all purposes, together with all fixtures and improvements thereon and appurtenances thereto, along with any rights and privileges the City has for parking.

2. TERM

The initial term of this lease is two (2) years and is non-terminable by TAMUK and City during said period, unless as stated more specifically below. After the initial term, the lease shall renew for up to three one (1) year renewal periods. The total lease term of this agreement shall not exceed five (5) years. If either party desires not to renew the lease after the initial term or during a renewal term, then they must notify in writing the other party of their intent not to renew at least ninety (90) days prior to the expiration of the nearest term. The term of this lease agreement shall begin on the 1st day of September, 2015 and terminate on August 31, 2019.

3. RENT

City agrees to waive the rental payments. Rental payments are typically \$2,958.33 per month and are due and payable at Post Office Box 1458, Kingsville, Kleberg County, Texas 78364 beginning on the date the lease agreement begins (January 1, 2015) and continuing regularly on the 1st day of each month during the term of the lease agreement and any renewal periods with lease payments received 15 calendar days or more past the due date assessed a late charge/fee of five percent (5%) of the payment amount.

4. TAXES

It is anticipated that no real or personal property taxes will be assessed by any lawful authority for each calendar year of the lease. However, in the event any taxes are assessed, in addition to the minimum rental provided for in Article 3 hereof, the TAMUK agrees to pay to City as follows:

- (a) TAMUK shall pay all real property taxes and assessments which may be levied or assessed by any lawful authority for each calendar year or tax year during the term hereof against the land, personal property and building comprising the leased premises. City agrees to utilize its best efforts to secure the most favorable tax treatment of the leased premises throughout the primary term of this agreement and any renewals thereof. TAMUK shall have the right at its sole cost and expense, to seek a reduction in the real property taxes and assessments.
- (b) TAMUK's payment of the real property taxes and assessments during the term hereof shall be paid on or before said taxes become delinquent. Upon receipt of all tax bills, assessment bills and other expenses attributed to any calendar

year or tax year during the term hereof, City shall furnish TAMUK with a written statement of the actual amount of the taxes, assessments and expenses for such year. For the calendar years and tax years in which this lease commences and terminates, the provisions of this Article shall apply, and TAMUK's liability for any tax assessments for such year shall be subject to a pro rata adjustment based on the number of days of said calendar or tax year during which the term of this lease is in effect. A copy of a tax bill or assessment bill submitted by City to TAMUK shall at all times be sufficient evidence of the amount of taxes and/or assessments levied or assessed against the property to which such bill relates. City's and TAMUK's obligations under this Article shall survive the expiration of the term of this lease.

- (c) TAMUK shall be liable for all taxes levied against personal property and trade fixtures placed by TAMUK in the demised premises. If any such taxes for which TAMUK is liable are levied against City or City's property and if City elects to pay the same or if the assessed value of City's property is increased by inclusion of personal property and trade fixtures placed by TAMUK in the demised premises and City elects to pay the taxes based on such increase. TAMUK shall pay to City, upon demand, that part of such taxes for which TAMUK is primarily liable hereunder.

The City shall utilize its best efforts to negotiate with the tax appraisal district for fair and just tax assessment values.

5. INSURANCE

City agrees to provide and pay for during the entire term of this lease general liability insurance for the premises in an amount of at least \$710,000.00, with the TAMUK listed as an additional insured who receives thirty (30) days' written notice prior to any cancellation or any reduction in the amount of coverage; and, City shall during the term of this lease agreement at City's sole cost and expense maintain a reasonable amount of insurance to cover the following:

Standard form fire extended coverage property insurance insuring in an amount of at least \$710,000.00 against the perils of fire, extended coverage, vandalism, malicious mischief, special extended coverage ("all risk"). TAMUK shall be furnished with a copy of the certificate of insurance. The insurance policy shall contain endorsements requiring thirty (30) days' written notice to TAMUK prior to any cancellation or any reduction in the amount of coverage. TAMUK may obtain insurance coverage for the contents of the building at its own cost and expense. City acknowledges that as an agency of the State of Texas, TAMUK may elect to self-insure this risk.

6. USE OF PREMISES GENERALLY

The premises are leased to be primarily used as the Eagle Ford Center for Research, Education and Outreach for TAMUK, its subsidiaries, or companies associated with TAMUK by common ownership. TAMUK agrees to restrict its use to such purposes, and not to use, or permit the use of the premises for any other purpose without first obtaining

the consent in writing of City or of City's authorized agent, such consent to not be unreasonably withheld.

7. NO USE THAT INCREASES INSURANCE RISK

TAMUK agrees not to use the premises in any manner that will increase risks covered by insurance on the building where the premises are located, so as to increase the rate of insurance on the premises, or to cause cancellation of any insurance policy covering the building. TAMUK further agrees not to keep on the premises, or permit to be kept, used, or sold thereon, anything prohibited by the policy of fire insurance covering the premises. TAMUK agrees to comply, at its own expense, with all requirements of insurers necessary to keep in force the fire and public liability insurance covering the premises and building.

8. NO WASTE, NUISANCE, OR UNLAWFUL USE

TAMUK shall not commit or allow to be committed, any waste on the premises, create or allow any nuisance to exist on the premises, or use or allow the premises to be used for an unlawful purpose.

9. DELAY IN DELIVERING POSSESSION

This lease shall not be rendered void or voidable by City's inability to deliver possession to TAMUK at the beginning of the lease term, nor shall such liability to deliver render City liable to TAMUK for loss or damage suffered thereby. No extension of the lease shall result from a delay in delivering possession.

TAMUK has the right to immediately enter the leased premises to perform whatever work is necessary for their use and occupancy of the leased premises. City and TAMUK acknowledge the importance of the prompt renovation of the leased premises.

10. PAYMENT OF UTILITIES

TAMUK shall pay for all utilities furnished the premises for the term of this lease including electricity, gas, water, wastewater, sanitation, and telephone service.

11. REPAIRS AND MAINTENANCE AND IMPROVEMENTS

City shall be responsible for the payments of all repairs and maintenance for major systems (HVAC, electrical, plumbing, ceiling, structural). The TAMUK shall be responsible for minor repairs (non-structural walls, drywall, built-in furniture, ceiling tiles, floor tiles, carpet, computer networks) and custodial and janitorial services, and for maintaining the premises in good and sound repair. TAMUK shall be responsible for any renovations to the interior or exterior; and, City written approval is required prior to any renovations by TAMUK. Improvements that are affixed to the building shall become the property of the City upon the cancellation and/or termination of this agreement.

12. DELIVERY, ACCEPTANCE, AND SURRENDER OF PREMISES

City represents that the premises are in fit condition or will be as of the delivery date for use as an education, research and outreach facility. TAMUK agrees to accept the premises on possession as being in a good state of repair and in sanitary condition. TAMUK agrees to surrender the premises to the City at the end of the lease term, if the lease is not renewed, in the same condition as when it took possession, allowing for reasonable use and wear, and

damage by acts of God, including fire and storms. TAMUK agrees to remove all business signs or symbols placed on the premises by it before redelivery of the premises to the City, and to restore the portion of the premises on which they were placed in the same condition as before their placement.

13. PARTIAL DESTRUCTION OF PREMISES

Partial destruction of the leased premises shall not render this lease void or voidable, or terminate it except as herein provided. If the premises are partially destroyed during the term of this lease, TAMUK shall repair them, when such repairs can be made in conformity with local state and federal laws and regulations, within thirty (30) days of the partial destruction. If the repairs cannot be so made in sixty (60) days, either party hereto has the option to terminate this lease. If the building in which the leased premises are located is more than one third ($1/3^{\text{rd}}$) destroyed, City or TAMUK may, at their option, terminate the lease whether the leased premises are injured or not, by providing fifteen (15) days written notice.

14. CITY'S ENTRY FOR INSPECTION AND MAINTENANCE

City reserves the right to enter on the premises at reasonable times and upon reasonable notice to inspect them with the written consent of the TAMUK, which consent will not be unreasonably withheld. City may, in connection with such alterations, additions, or repairs, erect scaffolding, fences, and similar structures, post relevant notices, and place movable equipment, and without incurring liability to TAMUK for disturbance of quiet enjoyment of the premises, or loss of occupation thereof, provided that such activity does not materially affect the TAMUK's ability to conduct business.

15. SIGNS, AWNINGS, MARQUEES, ETC.

TAMUK agrees that it will not construct or place, or permit to be constructed or placed, signs, awnings, marquees, or other structures projecting from the exterior of the premises without City's written consent thereto, such consent not to be unreasonably withheld. Such signage should be of sufficient size to be viewed from South Brahma Blvd. TAMUK further agrees to remove signs, displays, advertisements or decorations it has placed, or permitted to be placed, on the premises, which, in the City's opinion are offensive or otherwise objectionable. If TAMUK fails to remove such sign's, displays, advertisements, or decorations within thirty (30) days after receiving written notice from City to remove the same, City reserves the right to enter the premises and remove them, at TAMUK's expense.

16. ASSIGNMENT, SUBLEASE, OR LICENSE FOR OCCUPATION BY OTHER PERSONS

TAMUK agrees not to assign or sublease the premises leased, any part thereof, or any right or privilege connected therewith, or to allow any other person, except TAMUK's guests, agents, employees, and associated entities as defined in paragraph four (4) of this lease, to occupy the premises or any part thereof, without first obtaining City's written consent which consent shall not be unreasonably withheld. One consent by City shall not be a consent to a subsequent assignment, sublease, or occupation by other persons. TAMUK's unauthorized assignment, sublease, or license to occupy shall be void, and shall terminate the lease at City's option. TAMUK's interest in this lease is not assignable by operation of law, nor is any assignment of its interest herein, without City's written consent.

17. CITY'S REMEDIES ON TAMUK'S BREACH

If TAMUK breaches this lease, City shall have the following remedies in addition to its other rights and remedies as provided by law in such event.

(A) Reentry. City may reenter the premises immediately and remove all TAMUK's personnel and property therefrom. City may store the property in a public warehouse or at another place of its choosing as TAMUK's expense or to TAMUK's account.

(B) Termination. After reentry, City may terminate the lease on giving thirty (30) days written notice of such termination to TAMUK. Reentry only, without notice of termination, will not terminate this lease.

(C) Reletting Premises. After reentering, City may relet the premises or any part thereof, for any term, without terminating the lease at such rent and on such terms as he may choose. City may make alterations and repairs to the premises.

(1) Liability of TAMUK on Reletting. TAMUK is liable to City in addition to its other liability for breach of the lease of all reasonable expenses of the reletting, and of the reasonable alterations and repairs made, which City may incur.

(2) Application of Rent on Reletting. City, at its option may apply the rent received from reletting the premises as follows:

- (a) To reduce TAMUK's indebtedness to City under the lease, not including indebtedness for rent, if any;
- (b) To expenses of the reletting and alteration and repairs made;
- (c) To rent due under this lease, if any;
- (d) To payment of future rent under this lease as it becomes due.

City may, at any time after such reletting, terminate the lease for the breach because of which it reentered and relet.

City may recover from TAMUK upon termination of the lease as a result of TAMUK's breach, all damages proximately resulting from the breach, including the cost of recovering rental payments waived for the premises.

18. TAMUK'S REMEDIES ON CITY'S BREACH

TAMUK, after fifteen (15) days' written notice to City of a default under the terms hereof, shall have the further right to cure City's default at City's cost. If TAMUK, at any time, by reason of City's default, pays any sum or performs any act that requires the payment of any sum, the sum paid by TAMUK shall be due from the City within fifteen (15) days of written notice provided by TAMUK to City, and if paid at a later date, shall bear interest at the rate of prime plus one from the date the sum is paid by TAMUK until TAMUK is reimbursed by City.

19. LEASE APPLICABLE TO SUCCESSORS, ETC.

This lease and the covenants and conditions hereof apply to and are binding on the heirs, successors, executors, administrators, assigns, and successors in interest of the parties hereto.

20. TIME OF ESSENCE

Time is of the essence of this lease. Whenever, however, a period of time is herein provided for City to do or perform any act or thing, City shall not be liable or responsible for, and there shall be excluded from the computation of such periods of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, national emergency, acts of the public enemy, governmental restriction, laws or regulations, or any other cause or causes, whether similar or dissimilar to those enumerated, beyond City's reasonable control.

21. EFFECT OF EMINENT DOMAIN PROCEEDINGS

Eminent domain proceedings resulting in the condemnation of a part of the premises leased herein that leave the rest usable by TAMUK for purposes of the business for which the premises are leased will not terminate this lease, unless City, at its option, terminates it by giving written notice of termination to TAMUK. The effect of such condemnation, should such option not be exercised, will be to terminate the lease as to the portion of the premises condemned, and leave it in effect as to the remainder of the premises. All compensation awarded in the eminent domain proceedings as a result of such condemnation shall be City's. TAMUK hereby assigns and transfers to City any claim it may have to compensation for damages as a result of such condemnation.

22. DEFAULT AND OPPORTUNITY TO CURE

Notice by the City, of any default by the TAMUK under the terms of this agreement shall be given as set forth hereinabove, and thereafter, TAMUK shall have fifteen (15) days within which to cure any monetary defaults, and thirty (30) days within which to cure any non-monetary defaults, unless thirty (30) days is insufficient for the TAMUK to cure such non-monetary defaults and the TAMUK has used its best efforts to cure such default within such thirty (30) day period, which in no event shall extend beyond sixty (60) days from any such notice.

23. OTHER AGREEMENTS

This agreement and all of the terms, provisions and covenants contained therein, shall apply to, be binding upon and insure to the benefit of the parties hereto, their respective successors and assigns, except as otherwise herein expressly provide.

Nothing herein contained shall be deemed or construed by the parties hereto, not by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any of the acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than that of City and TAMUK.

City, its agents and employees, shall have the right to enter the demised premises from time to time at reasonable times to examine the same and show them to prospective purchasers and other persons, and make such repairs, alterations, improvements or additions as City deems desirable. During the last ninety (90) days of the lease term, City may exhibit the demised premises to prospective tenants and maintain upon the premises notices or signs deemed advisable by City. In addition, during any apparent emergency, City or its agents may enter the demised premises forcibly without liability therefor and without in any manner affecting TAMUK's obligations under this lease. Nothing herein contained however, shall be deemed to impose upon City any obligation, responsibility or liability

whatsoever for any care, maintenance or repair, except as otherwise herein expressly provided.

TAMUK will not permit any mechanic's lien or liens to be placed upon the premises or improvements thereon at the education, research and outreach facility during the term hereof caused by or resulting from any work performed, materials furnished, or obligation incurred by or at the request of TAMUK; and nothing in this lease contained shall be deemed or construed in any way as constituting the consent or request of City, express or implied, by inference or otherwise, to any contractor, sub-contractor, laborer, or materialman for the performance of any labor or the furnishing of any material for any specific improvement, alteration, or repair of or to the premises, or any part thereof, not as giving TAMUK any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanics' lien or other liens against the interest of City in the premises. In the case of the filing of any lien on the interest of City or TAMUK in the premises, TAMUK shall cause the same to be discharged of record within ten (10) days after the filing of same. If TAMUK shall fail to discharge such mechanics' lien within such period, then, in addition to any other right or remedy of City, City may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit in court or bonding. Any amount paid by City for any of the aforesaid purposes, or for the satisfaction of any other lien, not caused or claimed to be caused by City, with interest thereon at the rate of eighteen percent (18%) per annum from the date of payment, shall be paid by TAMUK to City on demand.

The lien to the Texas Department of Housing and Community Affairs via Texas Capital Fund Contract #719242, City will not permit any mechanic's lien or liens to be placed upon the premises or improvements thereon or the education, research, and outreach facility during the term hereof caused by or resulting from any work performed, material furnished, or obligation incurred by or at the request of City, and nothing in this lease contained shall be deemed or construed in any way as constituting the consent or request of TAMUK, express or implied, by inference or otherwise, to any contractor, sub-contractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration, or repair of or to the premises, or any part thereof; nor as giving City any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanics' lien or other liens against the interest of City in the premises. In the case of the filing of any lien on the interest of City, in the premises, City shall cause the same to be discharged of record within ten (10) days after the filing of same. If City shall fail to discharge such mechanic's lien within such period, then, in addition to any other right or remedy of TAMUK, TAMUK may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit in court or bonding. Any amount paid by TAMUK for any of the aforesaid purposes, or for the satisfaction of any other lien, not caused or claimed to be caused by TAMUK, with interest thereon at the rate of eighteen percent (18%) per annum from the date of payment, shall be paid by City to TAMUK on demand.

24. USE CONSISTENT WITH ZONING

The building shall be used in accordance with the current zoning designation. In the event a use is desired that does not fall within the current zoning designation, then TAMUK shall notify the City in writing of its desired use and request a zoning change as per existing law.

25. HOURS OF OPERATION AND STAFFING

The building will be open during regular business hours and sufficiently staffed.

26. TERMS

Terms used in this Facility Use Terms shall have the same definitions and meaning as in the Interlocal Agreement between the City of Kinsville and Texas A&M University-Kingsville to which it is attached.

EXHIBIT "A"

TRACT I:

A 0.652 ± acre tract of land situated in Kleberg County, Texas and being a part of TRACT 'G', KINGSVILLE 25 AC. LTD., said KINGSVILLE 25 AC. LTD. being subdivision to Kleberg County and the City of Kingsville described by plat recorded in Envelope 153, Map and Plat Records, Kleberg County, Texas, more Particularly described my metes and bounds as follows, to-wit:

BEGINNING at the Southeast corner of the aforementioned TRACT 'G', said corner being an outer corner in the South line of TRACT 'F' of the aforementioned KINGSVILLE 25 AC. LTD., said corner being in the North line of the SHOPPING CENTER TRACT of the aforementioned KINGSVILLE 25 AC. LTD., for the POINT OF BEGINNING, said point being the Southeast corner of the tract herein described.

THENCE, with the South line of the aforementioned TRACT 'G' and the aforementioned North line of the SHOPPING CENTER TRACT, S. 89° 06' w., a distance of 150.0 feet to a point, said point being an outer corner in the aforementioned South line of TRACT 'F' said point being in the aforementioned North line of the SHOPPING CENTER TRACT, said point being the Southwest corner of the tract herein described;

THENCE, with the West line of the aforementioned TRACT 'G' and the aforementioned South line of TRACT 'F', N. 00° 54' W., a distance of 189.3 feet to a point, said point being the Northwest corner of the tract herein described;

THENCE, along a line parallel to the aforementioned South line of TRACT 'G', n. 89° 06' F., a distance of 160.0 feet to a point, said point being in the East line of the aforementioned TRACT 'G', said point being in the aforementioned Southline of TRACT 'F', said point being the Northeast corner of the tract herein described;

THENCE, with the East line of the aforementioned TRACT 'G' and the aforementioned South line of TRACT 'F', S. 00° 54' E., a distance 189.3 feet to **RETURN TO AND CLOSE AT THE POINT OF BEGINNING**, containing within said bounds 0.652 ± acres of land; and

TRACT II:

An easement and right-of-way upon and across that certain tract of parcel of land situated in Kleberg County, Texas, described as TRACT 'F' of the KINGSVILLE 25 AC. LTD., said KINGSVILLE 25 AC. LTD being a subdivision to Kleberg County and the City of Kingsville described by plat recorded in Envelope 153, Map and Plat Records, Kleberg County, Texas, said easement and right-of-way described by Grant of Easement recorded in Volume 122, Page 37, Official Records, Kleberg County, Texas, SAVE AND EXCEPT a 400 foot strip of land located along the North line and the West line of the aforementioned TRACT 'I' upon which parking rights are not herein conveyed and are specifically reserved, said 40 foot by 400 foot strip of land being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at the Northwest corner of the aforementioned TRACT 'F' for the **POINT OF BEGINNING**, said point being the Northwest corner of the tract herein described;

THENCE, with the aforementioned North line of TRACT 'F', N. 89° 06' E., a distance of 400 feet to a point, said point being the Northeast corner of the tract herein described;

THENCE, along a line parallel to the aforementioned West line of TRACT 'F', S. 00° 54' E., a distance of 40 feet to a point, said point being the Southeast corner of the tract herein described;

THENCE, along a line parallel to the aforementioned North line of TRACT 'F', S. 89° 06' W., (at 189 feet the Northeast corner of TRACT 'G' of the aforementioned KINGSVILLE 25 AC. LTD. And at 339 feet the Northwest corner of the aforementioned TRACT 'G') for a total distance of 400 feet to a point, said point being in the aforementioned West line of TRACT 'F', said point being the Southwest corner of the tract herein described;

THENCE, with the aforementioned West line of TRACT 'F', N. 00° 54' W., a distance of 40 feet to **RETURN TO AND CLOSE AT THE POINT OF BEGINNING**, containing within said bounds 0.37 ± acres of land.

AGENDA ITEM #6

RESOLUTION # 2014-_____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT BETWEEN THE CITY OF KINGSVILLE, TEXAS AND KLEBERG COUNTY HERITAGE FOUNDATION FOR THE KINGSVILLE RAILROAD PASSENGER DEPOT; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville previously worked with the Kleberg County Heritage Foundation ("Heritage Foundation") for the restoration of the Railroad Depot and has had a lease agreement with the Heritage Foundation for use of the Railroad Depot as a visitors center and museum for years;

WHEREAS, the prior ten-year lease agreement has expired and the agreement is currently carrying over on a month-to-month basis;

WHEREAS, it is mutually agreeable and beneficial for the parties to this agreement to enter into same;

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

I.

THAT the Mayor is authorized and directed as an act of the City of Kingsville, Texas to enter into a Lease Agreement between the City of Kingsville, Texas and Kleberg County Heritage Foundation for the Kingsville Railroad Passenger Depot 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 _____ 28th day of July, 2014.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

LEASE AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF KLEBERG §

This Lease is made and entered into this _____ day of _____, 2014, by and between **KLEBERG COUNTY HERITAGE FOUNDATION, INC.**, Post Office Box 848, Kingsville, Kleberg County, Texas 78364, hereinafter referred to as "Lessor", and **CITY OF KINGSVILLE**, Post Office Box 1458, Kingsville, Kleberg County, Texas 78364, hereinafter referred to as "Lessee".

In consideration of the mutual covenants and agreement herein set forth, and other good and valuable consideration, Lessor does hereby demise and lease to Lessee, and Lessee does hereby lease from Lessor, the building known as the Kingsville Railroad Passenger Depot (See Exhibit "A") which is hereinafter referred to as the "Leased Premises".

1. TERM

The term of this lease is for ten (10) years beginning on August 1, 2014, and expiring on July 31, 2024, unless sooner terminated in this lease.

2. RENT

Lessee agrees to pay Lessor advance fixed rent of Twenty-five hundred and No/100 (\$2,500.00) Dollars for the term, for the non-exclusive use and possession of the Leased Premises. Such payment shall be made on or before August 1, 2014. This agreement is intended to create only a landlord-tenant relationship and is not intended nor shall it be considered to create a partnership, joint venture or any other business relationship other than as landlord and tenant.

3. USE

The Leased Premises shall be used as a visitor information office by the Lessee; as a museum operated by Lessor; and other uses incident to such purposes only.

4. TAXES

Lessor shall pay all real property taxes and assessments of every nature levied or assessed during the term of this lease on the Leased Premises, including but not limited to, ad valorem taxes and assessments, if any, Lessee shall reimburse Lessor fifty percent (50%) of any such taxes paid by Lessor within ten (10) days of presentment of the receipt evidencing Lessor's payment of said taxes.

5. UTILITY CHARGES

Lessee shall pay all charges for furnishing of water, electricity, garbage service, sewage service, and other public utilities to the Leased Premises during the term of this lease.

6. INDEMNITY AGREEMENT

Lessee acknowledges and agrees that Lessor shall not be liable to Lessee, its employees or invitees for any loss or injury suffered by Lessee, or its employees, or invitees from any cause whatsoever. Lessee agrees to indemnify and hold Lessor and the Leased Premises, free and harmless from any and all liability for injury to or death of any person, including Lessee and employees of Lessee, or for damage to property arising from the use and occupancy of the Leased Premises by Lessee or from the acts or omissions of Lessee, their employees, or invitees, in or about the Leased Premises. The indemnification provided herein shall be absolute.

7. INSURANCE

Lessee will provide and maintain in full force and effect at all times during the term of this agreement a Comprehensive General Liability Insurance Policy approved by the Lessor, with bodily injury limits for each person and each occurrence in the amount of at least One Million and No/100 Dollars (\$1,000,000.00) and property damage limits for each occurrence in the amount of at least Two Million and No/100 Dollars (\$2,000,000.00) per occurrence on the Leased Premises and adjoining parking area. Said policy must further contain a Form G-222 rider, or a rider insuring contractual liability if a Form G-222 rider is not available, in order to fully insure any hold harmless or indemnity agreement contained in contracts between the named insured and Lessor. Said Comprehensive General Liability Policy must include a waiver of subrogation against KLEBERG COUNTY HERITAGE FOUNDATION, INC., its successors and assigns and will name KLEBERG COUNTY HERITAGE FOUNDATION, INC. as an additional insured.

All insurance required under the terms of this provision must be obtained through an insurance company authorized to do business in the State of Texas, and certificates of such insurance shall be filed with the Lessor before commencement of operations.

8. ALTERATIONS AND IMPROVEMENTS

Lessee shall make no alterations to the building on the Leased Premises, nor construct any building(s) or other improvements on the Leased Premises without first having requested permission to construct or modify the same in writing and only after having obtained the written consent of Lessor thereto. Lessee agrees to reimburse Lessor upon presentation of an invoice for fifty percent (50%) of any amount expended by Lessor for the installation of smoke and air handling equipment installed by Lessor subsequent to the execution of this agreement.

9. DESTRUCTION OF PREMISES

Should the building be damaged or destroyed by fire, the elements, acts of God, or other cause not the fault of Lessee or any other person in or about the Leased Premises with the express or implied consent of Lessee, they shall be repaired or replaced by Lessor at its own cost and expense and the rent payable by Lessee pursuant to this lease shall be abated to the extent such damage or destruction renders the Leased Premises uninhabitable by Lessee. Provided, however, should the cost of repairing or restoring the building or so damaged or destroyed exceed thirty percent (30%) of the replacement cost of the building subject to this Lease Agreement, Lessor may, at its option, either repair and restore the damaged building or cancel this lease and return any unearned rent previously paid by Lessee under this lease.

10. CONDITION OF PREMISES

Lessee stipulates that he has examined the Leased Premises as well as all buildings and improvements located thereon and they are all, at the date of this lease, in good order, repair, and a safe and clean condition and are accepted by the Lessee in their "as is" condition.

11. MAINTENANCE OF PREMISES

Lessee shall, at its own cost and expense during the term of this Lease Agreement, maintain the roof and other structural integrity of the Leased Premises. Lessor shall further maintain and care for the parking lot and all equipment, including the HVAC, located upon the Leased Premises, and the landscaping. Lessee shall provide and be responsible for all interior maintenance and repairs as well as interior cleaning, supplies and equipment.

12. IMPROVEMENT TO BECOME PROPERTY OF LESSOR

All alterations, changes, and improvements built, constructed, or placed on the Leased Premises by Lessee, other than movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, become the property of Lessor and remain on the Leased Premises at the expiration or sooner termination of this lease. Nothing contained in this paragraph, however, shall authorize Lessee to make or place any such alterations, changes, or improvements on the Leased Premises without first requested, in writing, and obtained the written consent of Lessor thereto.

13. ASSIGNMENT AND SUBLETTING

Lessee shall not assign this lease, nor sublet the Leased Premises or any interest therein, without first obtaining the written consent of Lessor. A consent of Lessor to one (1) assignment or subletting shall not be deemed to be a consent to any subsequent assignment or subletting. An assignment or subletting without the written consent of

Lessor, or any assignment or subletting by operation of law, shall be void, and shall, at the option of Lessor, terminate this lease.

14. DEFAULT BY LESSEE

Should Lessee be in default for a period of more than ten (10) days in the payment of any rent payable under this lease or in the performance of any other provision of this lease, Lessor after giving Lessee fifteen (15) days' written notice of its intention to do so and the default at the end of the fifteen (15) day period following receipt of the notice of default letter not being cured, may terminate this lease and regain possession of the Leased Premises in the manner provided by the laws of the State of Texas in effect at the time of such default.

15. SUBORDINATION OF LEASE

This lease and Lessee's leasehold interest under this lease are and shall be subject, subordinate, and inferior to any lien or encumbrance, if any, now or hereafter placed on the Leased Premises by Lessor, to all advances made under such lien or encumbrance, and to any and all renewals and extensions of such liens or encumbrances.

16. RIGHT OF INSPECTION

Lessor and its agents have the right at all reasonable times during the term of this lease to enter the Leased Premises for the purposes of inspecting them and all buildings and improvements thereon. Any structural damage to the Leased Premises which is determined, in the reasonable judgment of Lessor, to be the fault of the Lessee, must be repaired at Lessee's expense, within thirty (30) days of inspection and notice to the Lessee that such repairs must be made. Failure to make such repairs will be considered an act of default and Lessor shall be entitled to exercise any of its rights under this agreement including, but not limited to, the right to terminate this Lease Agreement.

Any and all painting of the interior of the Leased Premises at the request of Lessee must be approved by the Lessor, in writing, and shall be done at the sole cost and expenses of Lessee.

17. HOLDOVER BY LESSEE

Should Lessee remain in possession of the Leased Premises with the consent of Lessor after the expiration of this lease, a new tenancy from month-to-month shall be created between Lessor and Lessee which shall be subject to all the terms and conditions of this lease but which shall be terminable upon thirty (30) days' written notice served by either Lessor or Lessee on the other party to this lease.

18. NOTICES

Any and all notices or other communications required or permitted by this lease to be served on or given to either party to this lease by the party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to Lessee or Lessor at their respective addresses, as stated hereinabove. Either party hereto may change its or their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided for in this paragraph.

19. ATTORNEY'S FEES

Should any litigation be commenced between the parties hereto concerning the Leased Premises, this lease, or the rights and duties of either party in relation thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its or their attorney's fees in such litigation.

20. WAIVER OF BREACH

The waiver of Lessor of any breach of any provision of this lease shall not constitute a continuing waiver or a waiver of any subsequent breach of the different provisions of this lease.

21. REMEDIES

The remedies of this Lease Agreement are cumulative and the use of any one (1) right or remedy by either party shall not preclude or waive its or their right to use any or all other remedies. Said right and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

22. TEXAS LAW TO APPLY

This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Kleberg County, Texas.

23. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. The written agreement of the parties hereto supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

24. AMENDMENTS

No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto. This Lease Agreement contains the entire agreement between the parties hereto and no other representations, inducements, promises or warranties, express or implied exist or have been made that are not contained herein.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this agreement as of the day and year first written above.

LESSOR:

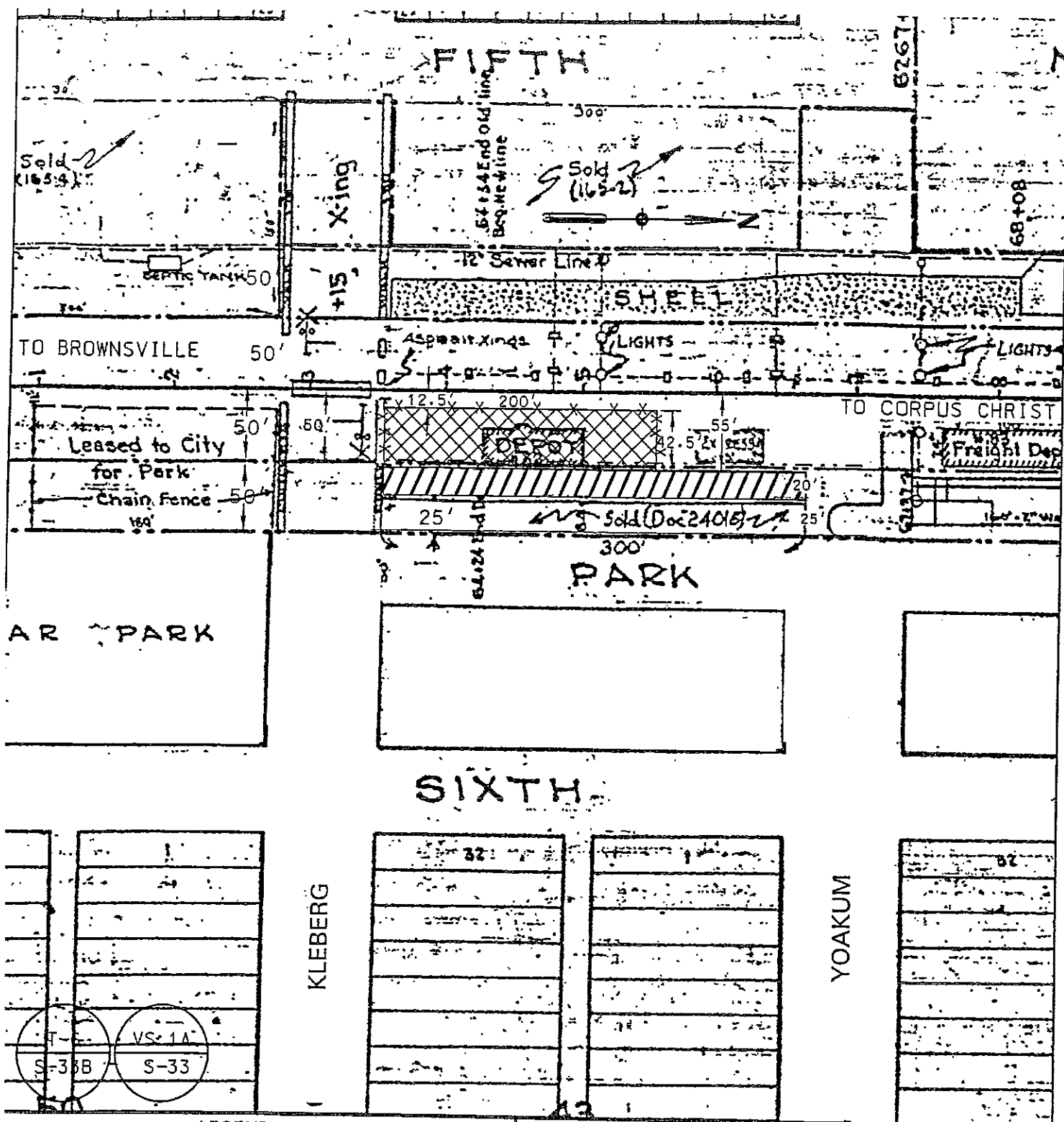
KLEBERG COUNTY HERITAGE FOUNDATION

BY: _____

LESSEE:

CITY OF KINGSVILLE, TEXAS

BY: _____



LEGEND:

- LEASE AREA SHOWN 8,500 SF
- NON-EXCLUSIVE ROADWAY SHOWN ... 6,000 SF
- FENCE SHOWN x x x x x
- UPRRCO. R/W OUTLINED - - - - -

TOTAL AREA = 14,500 SF

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISION.

EXHIBIT "A"
 UNION PACIFIC RAILROAD COMPANY
 KINGSVILLE, TX
 M.P. 118.40 - Brownsville Subdivision

Lease to **CITY OF KINGSVILLE**

SCALE: 1" = 100'

REAL ESTATE DEPARTMENT
 OMAHA, NE Date: June 12, 2013
 Folder: 01142 08

CADD FILENAME	0114308
SCAN FILENAME	L:MPMKTTEXAS/130S*T139K021

AGENDA ITEM #7

RESOLUTION #2014-_____

A RESOLUTION AUTHORIZING STAFF TO NEGOTIATE AN INTERLOCAL AGREEMENT FOR TRANSFERRING RESPONSIBILITY FOR PARKS WITHIN THE CITY LIMITS AND THE L.E. RAMEY GOLF COURSE FROM THE COUNTY TO THE CITY.

WHEREAS, the City of Kingsville owns several parks within the city limits and Kleberg County owns several parks within the city limits, which have been operated under an interlocal agreement for the past several decades with the County having responsibility for the operation and maintenance of the parks;

WHEREAS, the County is currently responsible for the operation and maintenance of the L.E. Ramey Golf Course located just outside the city limits within the City's extraterritorial jurisdiction;

WHEREAS, the City and County are now considering transferring operations and maintenance of all of the parks within the city limits and the L.E. Ramey Golf Course from the County to the City;

WHEREAS, the County of Kleberg and the City of Kingsville have previously entered into interlocal agreements to share expenses for various departments for the residents of their respective entities, and the County approved a similar item at their Commissioners Court meeting on July 21, 2014; and

WHEREAS, these interlocal agreements were enacted to reduce duplicitous services and expenses from having each entity provide the same services; and

WHEREAS, the County and the City desire to see the continued operation of the parks within the city limits and the L.E. Ramey Golf Course within Kleberg County; and

WHEREAS, the County and the City believe the continued operation of the parks and golf course will improve the health and quality of life of the residents of their jurisdictions, and

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 staff to proceed with negotiating an interlocal agreement for transferring responsibility for all parks within the city limits and the L.E. Ramey Golf Course from Kleberg County to the City of Kingsville.

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 28th day of July, 2014.

Sam Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #8

ORDINANCE NO.2014-_____

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES BY AMENDING CHAPTER XV, LAND USE, ARTICLE 6, SECTION 4 CHANGES AND AMENDMENTS TO INCLUDE NOTICE REQUIREMENT FROM STATE STATUTE; APPLICATION FEE; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, the Texas Local Government Code, Section 211.006, includes an additional notice requirement not reflected in the ordinance and its inclusion would improve clarity and efficiency in the process; and

WHEREAS, the City of Kingsville Planning and Zoning Commission has reviewed this ordinance at a meeting on July 23, 2014 and recommends its approval; and

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 4 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. 15-6-4. CHANGES AND AMENDMENTS; APPLICATION FEE.

(A) This zoning article, including boundaries of districts and regulations, may be amended, supplemented or changed by ordinance of the City Commission. The City Commission shall receive the report of the Planning and Zoning Commission prior to adopting any change or amendment to the zoning ordinance.

a. The Planning and Zoning Commission shall conduct a public hearing, announcement of which shall be published once in a newspaper of local circulation fifteen (15) days prior to such hearing before acting upon any zoning matter.

i. All property owners within 200 feet of the property on which the change is proposed shall be sent written notice not less than ten (10) days before the hearing date. The list of

property owners shall be prepared from the last city tax roll listing all property owners who have rendered their property for city taxes. Notice is adequately served by depositing properly addressed and postage paid notice with the city post office. Property owners whose names do not appear on the city tax roll are adequately notified by the publication in a newspaper of local circulation.

b. Following the Planning and Zoning Commission public hearing and report, the City Commission shall conduct a public hearing, announcement of which shall be published once in a newspaper of local circulation fifteen (15) days prior to such hearing before acting upon any zoning matter.

i. Three-fourths ($\frac{3}{4}$) vote of the members of the City Commission shall be necessary to make any change should a petition opposed to such change be presented by the owners of 20% of either the area of the lots or land included in such proposed change, or of the lots or land immediately adjoining the same and extending 200 feet therefrom.

ii. Three-fourths ($\frac{3}{4}$) vote of the members of the City Commission shall be necessary to overrule a recommendation of the Planning and Zoning Commission that a proposed amendment, supplement, or change be denied.

c. Applications for Special Use permits, changes of districts (rezones), or other applications which require notification or publication shall be accompanied by a fee of \$250.00.

(B) The fee for processing appeals to the Board of Adjustment shall be based on the actual costs of materials used, mailing, and publication costs as determined by the Planning Division of the Management Services Department, the fee to be payable prior to the scheduling of any hearing or appeal.

(1962 Code, § 11-1-4; Ord. 84009, passed 6-18-84; Ord. 90027, passed 6-25-90)

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 28th day of July, 2014.

PASSED AND APPROVED on this the _____th day of _____, 2014.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

Effective Date: _____, 2014



Planning Department

TO: Mayor and Commission Members

THROUGH: Vince Capell, City Manager

FROM: Robert G. Isassi – Planning & Development Services Department Director

SUBJECT: Ordinance Amendment – Additional Public Hearing Notice

DATE: July 24, 2014

Reference is made to Texas Lg. Code Ann. § 211.006: Texas Statutes - Section 211.006: PROCEDURES GOVERNING ADOPTION OF ZONING REGULATIONS AND DISTRICT BOUNDARIES, (a) which states:

“The governing body of a municipality wishing to exercise the authority relating to zoning regulations and zoning district boundaries shall establish procedures for adopting and enforcing the regulations and boundaries. A regulation or boundary is not effective until after a public hearing on the matter at which parties in interest and citizens have an opportunity to be heard. Before the 15th day before the date of the hearing, notice of the time and place of the hearing must be published in an official newspaper or a newspaper of general circulation in the municipality.”

The City of Kingsville’s existing Code of Ordinances does not describe a procedure to hold a public meeting for the City Commission, a “governing body of a municipality”, only a procedure for a public meeting for the Planning & Zoning (P&Z) Commission, also a “governing body of a municipality”. To ensure that the public is heard in both the P&Z and City Commission meetings, City staff is requesting to add a procedure for informing the public of a public hearing for City Commission that will follow the P&Z Commission hearing.

The Planning & Zoning Commission heard and evaluated the proposed changes and approved the amendment by a 6-0 vote.

Staff Report to the PLANNING & ZONING COMMISSION and CITY COMMISSION

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

Request: **APPROVAL OF AN AMENDMENT TO CITY CODE SECTION 15-6-4 “CHANGES AND AMENDMENTS; APPLICATION FEE” TO ARTICLE 6 “ZONING” TO ADD AN ADDITIONAL PUBLIC HEARING NOTICE BETWEEN PLANNING & ZONING COMMISSION AND CITY COMMISSION MEETINGS.**

Petitioner and Agent: City of Kingsville
Date of P&Z Hearing: July 23, 2014

EXHIBITS PRESENTED

- Chapter 15 of the Kingsville Code of Ordinances (present at the meeting)
- City of Kingsville Master Plan

BACKGROUND AND PERTINENT DATA

Reference is made to Texas Lg. Code Ann. § 211.006: Texas Statutes - Section 211.006: PROCEDURES GOVERNING ADOPTION OF ZONING REGULATIONS AND DISTRICT BOUNDARIES, (a) which states:

“The governing body of a municipality wishing to exercise the authority relating to zoning regulations and zoning district boundaries shall establish procedures for adopting and enforcing the regulations and boundaries. A regulation or boundary is not effective until after a public hearing on the matter at which parties in interest and citizens have an opportunity to be heard. Before the 15th day before the date of the hearing, notice of the time and place of the hearing must be published in an official newspaper or a newspaper of general circulation in the municipality.”

The City of Kingsville’s existing Code of Ordinances does not describe a procedure to hold a public meeting for the City Commission, a “governing body of a municipality”, only a procedure for a public meeting for the Planning & Zoning (P&Z) Commission, also a “governing body of a municipality”. To ensure that the public is heard in both the P&Z and City Commission meetings, City staff is requesting to add a procedure for informing the public of a public hearing for City Commission that will follow the P&Z Commission hearing.

STAFF REVIEW & RECOMMENDATION

It is good practice for the City to follow State statute procedures. This requirement is being added to ensure that the City is following procedures set forth by the State.

Staff recommends **Approval** of the code amendment request.

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

BEFORE

Sec. 15-6-4. Changes and amendments; application fee.

- (A) This zoning article, including boundaries of districts and regulations, may be amended, supplemented or changed by ordinance of the City Commission. The City Commission shall receive the report of the Planning and Zoning Commission prior to adopting any change or amendment to the zoning ordinance. The Planning and Zoning Commission shall conduct a public hearing, announcement of which shall be published once in a newspaper of local circulation 15 days prior to such hearing before acting upon any zoning matter. All property owners within 200 feet of the property on which the change is proposed shall be sent written notice not less than ten days before the hearing date. The list of property owners shall be prepared from the last city tax roll listing all property owners who have rendered their property for city taxes. Notice is adequately served by depositing properly addressed and postage paid notice with the city post office. Property owners whose names do not appear on the city tax roll are adequately notified by the publication in a newspaper of local circulation. Three-fourths vote of the City Commission shall be necessary to make any change should a petition opposed to such change be presented by the owners of 20% of either the area of the lots or land included in such proposed change, or of the lots or land immediately adjoining the same and extending 200 feet therefrom. Three-fourths vote of the members of the City Commission shall be necessary to overrule a recommendation of the Planning and Zoning Commission that a proposed amendment, supplement, or change be denied. Applications for special use permits, changes of districts, or other applications which require notification or publication shall be accompanied by a fee of \$250.00.
- (B) However, the fee for processing appeals to the Board of Adjustment shall be based on the actual costs of materials used, mailing and publication costs as determined by the Planning Division of the Management Services Department, the fee to be payable prior to the scheduling of any hearing or appeal.

AFTER

Sec. 15-6-4. Changes and amendments; application fee.

- (A) This zoning article, including boundaries of districts and regulations, may be amended, supplemented or changed by ordinance of the City Commission. The City Commission shall receive the report of the Planning and Zoning Commission prior to adopting any change or amendment to the zoning ordinance.
- a. The Planning and Zoning Commission shall conduct a public hearing, announcement of which shall be published once in a newspaper of local circulation fifteen (15) days prior to such hearing before acting upon any zoning matter.
 - i. All property owners within 200 feet of the property on which the change is proposed shall be sent written notice not less than ten (10) days before the hearing date. The list of property owners shall be prepared from the last city tax

roll listing all property owners who have rendered their property for city taxes. Notice is adequately served by depositing properly addressed and postage paid notice with the city post office. Property owners whose names do not appear on the city tax roll are adequately notified by the publication in a newspaper of local circulation.

- b. Following the Planning and Zoning Commission public hearing and report, the City Commission shall conduct a public hearing, announcement of which shall be published once in a newspaper of local circulation fifteen (15) days prior to such hearing before acting upon any zoning matter.*
 - i. Three-fourths ($\frac{3}{4}$) vote of the members of the City Commission shall be necessary to make any change should a petition opposed to such change be presented by the owners of 20% of either the area of the lots or land included in such proposed change, or of the lots or land immediately adjoining the same and extending 200 feet therefrom.
 - ii. Three-fourths ($\frac{3}{4}$) vote of the members of the City Commission shall be necessary to overrule a recommendation of the Planning and Zoning Commission that a proposed amendment, supplement, or change be denied.
 - c. Applications for Special Use permits, changes of districts (rezones), or other applications which require notification or publication shall be accompanied by a fee of \$250.00.
- (B) The fee for processing appeals to the Board of Adjustment shall be based on the actual costs of materials used, mailing, and publication costs as determined by the Planning Division of the Management Services Department, the fee to be payable prior to the scheduling of any hearing or appeal.

AGENDA ITEM #9

ORDINANCE #2014- _____

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES BY AMENDING CHAPTER XV, LAND USE, ARTICLE 8, LANDSCAPE POLICY, EXHIBIT "A" – PREFERRED PLANT LIST, PROVIDING FOR ADDITION OF MESQUITE TREES AND CORRECTING SPELLING ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, the City of Kingsville Planning and Zoning Commission has reviewed this ordinance at a meeting on July 23, 2014 and recommends its approval;

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:

1.

THAT Chapter XI, Article 12, Landscape Policy be deleted and that Sections 15-8-1 through 15-8-18 of Article 8: Landscape Policy of Chapter XV, Land Usage, of the Code of Ordinances of the City of Kingsville, Texas, shall be adopted to read as follows:

ARTICLE 8: LANDSCAPING POLICY

...

§ 15-8-1 GENERAL.

...

EXHIBIT A. PREFERRED PLANT LIST

Other plants may be used if approved by the city. This list is a guide and is not meant to be exclusive. Any other native or well adapted plant may be used if drawings are sealed by a registered Texas Landscape Architect.

<i>Evergreen Trees</i>	<i>Height</i>	<i>Features (N = Native)</i>
Arizona Cypress Cupressus arizonica	30' - 75'	good heat and drought tolerance, aromatic foliage

Cherry Laurel Prunus caroliniana	25' - 30'	N, screening plant, wildlife food
Deodar Cedar Cedrus Cedrus deodara	40' - 50'	fine texture, needs drainage
Live Oak Quercus virginiana	50' - 60'	N, oak wilt susceptible
Mountain Laurel Sophora secundiflora	15' - 25'	N, fragrant purple spring blossoms, small tree, large shrub
Texas Madrone Arbutus texana	25' - 30'	N, distinctive, attractive bark, difficult to propagate and transplant
Yaupon Holly Ilex Ilex vomitoria	15' - 20'	N, red berries in winter, small tree, large shrub

Deciduous Trees	Height	Features (N = Native)
American Elm Ulmus americana	60' - 80'	N, vase-shaped canopy, susceptible to Dutch Elm disease
Bald Cypress Taxodium distichum	60' - 70'	N, fine texture, rust fall color

Deciduous Trees	Height	Features (N = Native)
Bradford Pear Pyrus calleryana 'Bradford'	30' - 40'	showing white spring flowers
Bur Oak Quercus macrocarpa muehlenbergii	60' - 100'	N, large fringed acorn, majestic, adaptable tree
Cedar Elm Ulmus crassifolia	50' - 60'	N, fall color, small leaves
Chinese Pistache Pistacia chinensis	30' - 40'	brilliant fall color, very adaptable
Chinquapin Oak Quercus Muhlenbergii	40' - 60'	N, tall, slender form, dark glossy lush foliage

Crape Myrtle* Lagerstroemia indica	25' - 30'	summer flowers, many varieties
Desert Willow Chilopsis linearis	15' - 25'	N, orchid-like blooms, not a true willow
Drake Elm Ulmus parvifolia 'Drake'	20' - 30'	nearly evergreen, drought tolerant
Fragrant Ash Fraxinus cuspidata	10'-12'	N, fragrant white flowers in late spring
Golden Rain Tree Koelreuteria bipinnata* and K. paniculata	20'-30'	yellow spring blooms, drought tolerant
Honey Mesquite Mesquite Prosopis glandulosa	25'-30'	N, drought tolerant, wood valued for smoking meat
Mexican Plum Prunus mexicana	15'-25'	N, white spring blossoms, wildlife food
Orchid Tree Bauhinia spp.	6'-12'	N, showy white blossoms, small understory or patio tree

Deciduous Trees	Height	Features (N = Native)
Pecan Carya illinoensis	60' - 80'	N, shade tree, nut producing
Shumard Oak Quercus shumardii	50' - 75'	N, fast growing, good fall red foliage coloration, very tolerant of limestone soils
Texas Ash Fraxinus texensis	40' - 50'	N, fast growing, shade tree, exceptional fall foliage coloration
Texas Persimmon Diospyros texana	15' - 20'	N, wildlife food, multi-trunk
Texas Redbud Cercis canadensis <u>Canadensis</u> var. 'Texensis'	20' - 25'	N, early pink-blossoms, drought tolerant
Texas Red Oak Quercus texana	30' - 40'	N, white patches on bark, fall color

Vitex, Lilac Tree Vitex Agnus-castus	15' - 20'	late spring lavender blossoms, small tree
Western Soapberry Sapindus Drummondii	30' - 40'	N , showy winter fruit, yellow fall color
*susceptible to severe freeze		

Evergreen Shrubs	Sun	Shade	Features (N = Native)
Agarita Berberis trifoliolata	o		N , prickly leaves, bright red berries
Barbados Cherry* Malpighia glabra	o	o	N , pale pink flowers, berries attract wildlife
Burford Holly Ilex <u>Ilex</u> cornuta 'Burfordii'	o	o	glossy dark green foliage, red fruit
Dwarf Burford Holly Ilex <u>Ilex</u> cornuta 'Burfordii nana'	o	o	glossy leaves, berries not prominent

Evergreen Shrubs	Sun	Shade	Features (N = Native)
Dwarf Chinese Holly Ilex <u>Ilex</u> cornuta 'Rotunda nana'	o	o	spiny foliage, no berries
Dwarf Yaupon Holly Ilex <u>Ilex</u> vomitoria 'Nana'	o	o	low mound-like shrub, no berries
Elaeagnus Elaeagnus Elaeagnus <u>Elaeagnus</u> pungens	o	o	silver foliage, fragrant white fall flowers
Mountain Laurel Sophora secundiflora	o	o	N , showy fragrant purple flower, large shrub
Nandina Nandina domestica	o	o	red berries, red fall, winter color
Oleander* Nerium oleander	o		summer flowers, large shrub
Pampas Grass* Cortaderia selloana	o		large, clumping grass

Red Yucca Hesperaloe parviflora	o		N , coral flower spike, not a true yucca
Rosemary* Rosmarinus officinalis	o		aromatic leaves, 'Prostratus' cultivar
Shore Juniper Juniperus conferta	o		spreading, ground cover, blue-green
Texas Sage Leucophyllum frutescens	o		N , lavender <u>lavender</u> flowers, gray or green foliage
Texas Sotol Dasylirion texanum	o		N , long blade-like leaf with spines
Wax Myrtle Myrica cerifera	o	o	N , very adaptable, aromatic leaves, berries used for Bayberry fragrance

Semi-Evergreen Shrubs**	Sun	Shade	Features (N = Native)
Cast Iron Plant** Aspidistra elatior		o	broad strap shaped leaves to 2 inches height
Glossy Abelia Abelia grandiflora	o		small pink flowers, glossy leaves
Muhly Grass Muhlenbergia lindheimeri	o		N , looks like small pampas grass
Pineapple Guava* Feijoa sellowiana	o		exotic fragrant flowers
Pomegranate* Punica granatum	o	o	orange flowers, yellow fall flowers
Primrose Jasmine Jasminum mesnyi	o		yellow flowers, mounding form
* susceptible to severe freeze ** influenced by severity or duration of winter			

Deciduous Shrubs	Sun	Shade	Features (N = Native)
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Althaea Hibiscus syriacus	o		showy summer flowers
Butterfly Bush Buddleia Davidii	o		N, lavender/lilac flowers, small fuzzy leaves
Flame Acanthus Anisacanthus Wrightii	o	o	N, orange flowers attracts hummingbirds
Texas Lantana* Lantana horrida and L. camara	o		N, good summer color, many varieties
Trailing Lantana* Lantana montevidensis	o	o	N, lilac colored flowers, summer through fall
*susceptible to severe freeze			

Evergreen Vines & Groundcovers	Sun	Shade	Features (N = Native)
Asian Jasmine* Trachelospermum asiaticum	o	o	low vigorous ground-cover
Bigleaf Periwinkle Vinca major		o	loose ground-cover, blue flowers
Carolina Jessamine Gelsemium sempervirens	o	o	N, fragrant yellow flowers in spring
Coral Honeysuckle Lonicera sempervirens	o	o	N, coral flowers, red fruit, attract wildlife
Cross Vine <u>Crossvine</u> Bignonia <u>Bignonia</u> capreolata	o	o	N, yellow/red flowers, clinging vine
Damianita Chrysactinia mexicana	o		N, yellow flowers, low growing to 12" height
English Ivy Hedera helix <u>helix</u>		o	clinging, vigorous, self- climbing vine
Fig Vine* Ficus pumila	o	o	clinging vine, fine texture
Lady Banksia <u>Banks'</u> Rose Rosa banksiae	o		yellow spring flowers, large cascading form

Liriope Big Blue Lilyturf Liriope muscari		o	purple spike flowers, clump-like foliage
Littleleaf Dwarf Periwinkle Vinca minor		o	blue flowers, ground-cover
Monkey Grass Ophiopogon japonicus		o	tufted grass-like ground-cover
Oregano Origanum vulgare	o	o	perennial, spreading herb
Stonecrop Sedum spp.	o	o	low, fast growing ground-cover
*susceptible to severe freeze			

Deciduous Vines & Groundcovers	Sun	Shade	Features (N = Native)
Bush Morning Glory Ipomoea leptophylla	o	o	N, forms 1-1/2' - 3' mounds of foliage, lavender to purple flowers
Coral Vine Anigonon leptopus	o		pink flowers in summer and fall
Gregg Dalea* Dalea greggii	o	o	N, purple flowers in fall, ground-cover
Passion Vine* Passiflora incarnata	o	o	N, lavender flowers, edible fruit: Maypop
Trumpet Vine Campsis radicans	o	o	N, orange-scarlet flowers, invasive
Virginia Creeper* Parthenocissus quinquefolia	o	o	N, red fall color, clinging vine
*susceptible to severe freeze			

Flowering Perennials	Sun	Shade	Features (N = Native)
Artemisia <u>Silver</u> Wormwood Artemisia ludoviciana	o		N, aromatic foliage, white fuzzy leaves

Black-eyed Susan Rudbeckia hirta	o	o	N, yellow dark-centered daisy, flowers May to September
Blackfoot Daisy Melampodium leucanthum	o		N, short white daisy flowers all summer, short lived
Butterfly Weed Asclepias tuberosa <u>Asclepias</u>	o	o	N, orange/yellow flowers, attracts butterflies
Canna Lily Canna X generalis	o		banana-like foliage, blooms in summer
Cedar Sage Salvia roemeriana		o	N, red flowers, naturalizes
Cherry Sage Salvia greggii	o	o	N, red, pink, or white flowers
Flowering Perennials	Sun	Shade	Features (N = Native)
Cigar Plant Cuphea micropetala	o		orange-yellow fall flowers
Coreopsis Coreopsis lanceolata	o		N, yellow spring and fall flowers, clumping
Daylily Hemerocallis fulva	o		orange/yellow funnel-shaped flower
Fall Aster Aster spp. <u>Symphyotrichum oblongifolium</u>	o	o	N, blue/purple autumn flowers
Firebush* Hamelia patens	o		red-orange flowers, red fall color
Gayfeather Liatris spp.	o		N, purple flower spikes in autumn
Heartleaf Hibiscus Hibiscus cardiophyllus	o	o	N, red flowers all summer
Hymenoxys Hymenoxys scaposa	o		N, small yellow daisy, bitter smelling leaves
Maximillian Sunflower <u>Maximilian</u> Helianthus maximiliana	o		N, yellow flower, late summer to fall

Mealy Blue Sage Salvia farinacea	o		N , blue flower spikes, spring and summer
Mexican Bush Sage Salvia leucantha	o		tall purple flower spikes
Mexican Heather* Cuphea hussopifolia hyssopifolia	o		tiny purple, pink or white flowers
Mexican Marigold Mint Tagetes lucida	o	o	yellow fall flowers, anise flavored foliage
Mexican Oregano Lippia graveolens	o		lavender/pink flowers, aromatic
Oxeye Daisy Chrysanthemum leucanthemum	o		white early summer flowers, yellow center
Peruvian Verbena* Verbena peruviana	o	o	pink flowers in summer, low growing
Flowering Perennials	Sun	Shade	Features (N = Native)
Pink Skullcap Scutellaria suffrutescens	o	o	pink flowers in summer, low growing
Plumbago* Plumbago auriculata	o	o	low growing, blue flowers
Purple Coneflower Echinacea purpurea	o	o	N , purple daisy-like flowers
Rose Mallow Pavonia lasiopetala	o	o	N , pink hibiscus-like flowers
Scarlet Sage Salvia coccinea	o	o	N , red, pink or white flowers, spring to fall
Spiderwort Tradescantia x Andersoniana		o	N , purple-blue flowers, informal ground cover
Turk's Cap Malvaviscus arboreus 'Drummondii'	o	o	N , red flowers and fruit, colonizing
White Mistflower Eupatorium Wrightii	o	o	N , white autumn flowers, attracts butterflies

Wild Petunia Ruellia nudiflora		o	N, purple flowers from March to December
Zexmenia Wedelia hispida	o	o	N, orange/yellow flowers, May to November
*susceptible to severe freeze			
Turf & Low Grasses	Sun	Shade	Features (N = Native)
Bermuda Cynedan <u>Cynodon</u> dactylon	o		seed or hybrid sod
Blue Grama Bouteloua gracilis	o		N, seed, fine-leaf tufted grass, good meadow grass, not for mowed lawns
Buffalograss Buchloe dactyloides	o		N, many seed varieties, sod available in '609' and Prairie hybrids
Little Bluestem Schizachyrium scoparium	o		N, seed, blue-green, fine texture, not for mowed lawns

...

II.

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

III.

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

IV.

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

INTRODUCED on this the 28th day of July, 2014

PASSED AND APPROVED on this the ____ day of August, 2014.

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: Ordinance Amendment – Preferred Plant List

DATE: July 24, 2014

In a previous Planning & Zoning Commission meeting a project developer proposed to utilize existing mesquite trees as part of his landscaping to keep with the existing look of the property. Both City staff and P&Z Commission agreed with the developer to keep as much as the natural vegetation as possible to continue the development. After reviewing the landscaping plan with the developer, he noted that there was no mention of mesquite trees listed within the City's Preferred Plant List. A word search for "Mesquite" in the City Code of Ordinances verified it to be so.

After a thorough examination of the Preferred Plant List, it was noted that a mesquite was actually in the list but was misspelled as "mequite". The City Planning Director has reviewed all of the plants in the Preferred Plant List and corrected the spelling to further avoid confusion. The list was reviewed by the Planning & Zoning Commission on July 23rd, 2014 and approved by a 6-0 vote.

This memo report with all necessary attachments is hereby presented to the City Commission for approval. City staff recommends approval of the ordinance amendment as presented.

Staff Report to the PLANNING & ZONING COMMISSION and CITY COMMISSION

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

**Request: APPROVAL OF AN AMENDMENT TO ADD MESQUITE TREES AND CORRECT SPELLING
ERRORS TO EXHIBIT A. PREFERRED PLANT LIST IN ARTICLE VIII
“LANDSCAPING POLICY” OF CHAPTER 15 “LAND USAGE”.**

Petitioner and Agent: City of Kingsville
Date of P&Z Hearing: July 23, 2014

EXHIBITS PRESENTED

- Chapter 15 of the Kingsville Code of Ordinances (present at the meeting)
- City of Kingsville Master Plan

BACKGROUND AND PERTINENT DATA

In a previous Planning & Zoning Commission meeting a project developer proposed to utilize existing mesquite trees as part of his landscaping to keep with the existing look of the property. Both City staff and P&Z Commission agreed with the developer to keep as much as the natural vegetation as possible to continue the development. After reviewing the landscaping plan with the developer, he noted that there was no mention of Mesquite trees listed within the City's Preferred Plant List. A word search for “Mesquite” in the City Code of Ordinances verified it to be so.

STAFF REVIEW & RECOMMENDATION

After a thorough examination of the Preferred Plant List, it was noted that a mesquite was actually in the list but was misspelled. The City Planning Director has reviewed all of the plants in the Preferred Plant List and corrected the spelling to further avoid confusion. City Staff recommends approval of this corrected list.

Staff recommends **Approval** of the code amendment request.

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

EXHIBIT A. PREFERRED PLANT LIST

Other plants may be used if approved by the city. This list is a guide and is not meant to be exclusive. Any other native or well adapted plant may be used if drawings are sealed by a registered Texas Landscape Architect.

Evergreen Trees	Height	Features (N = Native)
Arizona Cypress <i>Cupressus arizonica</i>	30'— 75'	good heat and drought tolerance, aromatic foliage
Cherry Laurel <i>Prunus caroliniana</i>	25'— 30'	N, screening plant, wildlife food
Deodar Cedar Cedrus <i>deodara</i>	40'— 50'	fine texture, needs drainage
Live Oak <i>Quercus virginiana</i>	50'— 60'	N, oak wilt susceptible
Mountain Laurel <i>Sophora secundiflora</i>	15'— 25'	N, fragrant purple spring blossoms, small tree, large shrub
Texas Madrone <i>Arbutus texana</i>	25'— 30'	N, distinctive, attractive bark, difficult to propagate and transplant
Yaupon Holly Ilex <i>vomitorea</i>	15'— 20'	N, red berries in winter, small tree, large shrub

Deciduous Trees	Height	Features (N = Native)
American Elm <i>Ulmus americana</i>	60'—80'	N, vase-shaped canopy, susceptible to Dutch Elm disease
Bald Cypress <i>Taxodium distichum</i>	60'—70'	N, fine texture, rust fall color
Bradford Pear <i>Pyrus calleryana</i> 'Bradford'	30'—40'	showing white spring flowers
Bur Oak <i>Quercus macrocarpa</i>	60'—100'	N, large fringed acorn, majestic, adaptable tree
Cedar Elm <i>Ulmus crassifolia</i>	50'—60'	N, fall color, small leaves
Chinese Pistache <i>Pistacia chinensis</i>	30'—40'	brilliant fall color, very adaptable
Chinquapin Oak <i>Quercus muehlenbergii</i>	40'—60'	N, tall, slender form, dark glossy lush foliage
Crape Myrtle* <i>Lagerstroemia indica</i>	25'—30'	summer flowers, many varieties
Desert Willow <i>Chilopsis linearis</i>	15'—25'	N, orchid-like blooms, not a true willow
Drake Elm <i>Ulmus parvifolia</i> 'Drake'	20'—30'	nearly evergreen, drought tolerant

Fragrant Ash <i>Fraxinus cuspidata</i>	10'—12'	N, fragrant white flowers in late spring
Golden Rain Tree <i>Koelreuteria bipinnata*</i> and <i>K. paniculata</i>	20'-30'	yellow spring blooms, drought tolerant
Honey Mesquite <i>Prosopis glandulosa</i>	25'—30'	N, drought tolerant, wood valued for smoking meat
Mexican Plumb <i>Prunus mexicana</i>	15'—25'	N, white spring blossoms, wildlife food
Orchid Tree <i>Bauhinia</i> spp.	6'—12'	N, showy white blossoms, small understory or patio tree
Pecan <i>Carya illinoensis</i>	60'—80'	N, shade tree, nut producing
Shumard Oak <i>Quercus shumardii</i>	50'—75'	N, fast growing, good fall red foliage coloration, very tolerant of limestone soils
Texas Ash <i>Fraxinus texensis</i>	40'—50'	N, fast growing, shade tree, exceptional fall foliage coloration
Texas Persimmon <i>Diospyros texana</i>	15'—20'	N, wildlife food, multi-trunk
Texas Redbud <i>Cercis Canadensis</i> var. 'Texensis'	20'—25'	N, early pink-blossoms, drought tolerant

Texas Red Oak Quercus texana	30'—40'	N, white patches on bark, fall color
Vitex, Lilac Tree Vitex Agnus-castus	15'—20'	late spring lavender blossoms, small tree
Western Soapberry Sapindus Drummondii	30'—40'	N, showy winter fruit, yellow fall color
*susceptible to severe freeze		

Evergreen Shrubs	Sun	Shade	Features (N = Native)
Agarita Berberis trifoliolata	o		N, prickly leaves, bright red berries
Barbados Cherry* Malpighia glabra	o	o	N, pale pink flowers, berries attract wildlife
Burford Holly Ilex cornuta 'Burfordii'	o	o	glossy dark green foliage, red fruit
Dwarf Burford Holly Ilex cornuta 'Burfordii nana'	o	o	glossy leaves, berries not prominent
Dwarf Chinese Holly Ilex cornuta 'Rotunda nana'	o	o	spiny foliage, no berries

Dwarf Yaupon Holly Ilex vomitoria 'Nana'	o	o	low mound-like shrub, no berries
Elaeagnus Elaeagnus pungens	o	o	silver foliage, fragrant white fall flowers
Mountain Laurel Sophora secundiflora	o	o	N, showy fragrant purple flower, large shrub
Nandina Nandina domestica	o	o	red berries, red fall, winter color
Oleander* Nerium oleander	o		summer flowers, large shrub
Pampas Grass* Cortaderia selloana	o		large, clumping grass
Red Yucca Hesperaloe parviflora	o		N, coral flower spike, not a true yucca
Rosemary* Rosmarinus officinalis	o		aromatic leaves, 'Prostratus' cultivar
Shore Juniper Juniperus conferta	o		spreading, ground cover, blue-green
Texas Sage Leucophyllum frutescens	o		N, lavender flowers, gray or green foliage

Texas Sotol <i>Dasyliirion texanum</i>	o		N, long blade-like leaf with spines
Wax Myrtle <i>Myrica cerifera</i>	o	o	N, very adaptable, aromatic leaves, berries used for Bayberry fragrance

Semi-Evergreen Shrubs**	Sun	Shade	Features (N = Native)
Cast Iron Plant** <i>Aspidistra elatior</i>		o	broad strap shaped leaves to 2 inches height
Glossy Abelia <i>Abelia grandiflora</i>	o		small pink flowers, glossy leaves
Muhly Grass <i>Muhlenbergia lindheimeri</i>	o		N, looks like small pampas grass
Pineapple Guava* <i>Feijoa sellowiana</i>	o		exotic fragrant flowers
Pomegranate* <i>Punica granatum</i>	o	o	orange flowers, yellow fall flowers
Primrose Jasmine <i>Jasminum mesnyi</i>	o		yellow flowers, mounding form
* susceptible to severe freeze ** influenced by severity or duration of winter			

Semi-Evergreen Shrubs**	Sun	Shade	Features (N = Native)
Cast Iron Plant** <i>Aspidistra elatior</i>		o	broad strap shaped leaves to 2 inches height
Glossy Abelia <i>Abelia grandiflora</i>	o		small pink flowers, glossy leaves
Muhly Grass <i>Muhlenbergia lindheimeri</i>	o		N, looks like small pampas grass
Pineapple Guava* <i>Feijoa sellowiana</i>	o		exotic fragrant flowers
Pomegranate* <i>Punica granatum</i>	o	o	orange flowers, yellow fall flowers
Primrose Jasmine <i>Jasminum mesnyi</i>	o		yellow flowers, mounding form
* susceptible to severe freeze ** influenced by severity or duration of winter			

Deciduous Shrubs	Sun	Shade	Features (N = Native)
Althaea <i>Hibiscus syriacus</i>	o		showy summer flowers

Butterfly Bush <i>Buddleia Davidii</i>	o		N, lavender/lilac flowers, small fuzzy leaves
Flame Acanthus <i>Anisacanthus Wrightii</i>	o	o	N, orange flowers attracts hummingbirds
Texas Lantana* <i>Lantana horrida</i> and <i>L. camara</i>	o		N, good summer color, many varieties
Trailing Lantana* <i>Lantana montevidensis</i>	o	o	N, lilac colored flowers, summer through fall
*susceptible to severe freeze			

Evergreen Vines & Groundcovers	Sun	Shade	Features (N = Native)
Asian Jasmine* <i>Trachelospermum asiaticum</i>	o	o	low vigorous ground-cover
Bigleaf Periwinkle <i>Vinca major</i>		o	loose ground-cover, blue flowers
Carolina Jessamine <i>Gelsemium sempervirens</i>	o	o	N, fragrant yellow flowers in spring
Coral Honeysuckle <i>Lonicera sempervirens</i>	o	o	N, coral flowers, red fruit, attract wildlife

Crossvine <i>Bignonia capreolata</i>	o	o	N, yellow/red flowers, clinging vine
Damianita <i>Chrysactinia mexicana</i>	o		N, yellow flowers, low growing to 12" height
English Ivy <i>Hedera helix</i>		o	clinging, vigorous, self-climbing vine
Fig Vine* <i>Ficus pumila</i>	o	o	clinging vine, fine texture
Lady Banks Rose <i>Rosa banksiae</i>	o		yellow spring flowers, large cascading form
Big Blue Lilyturf <i>Liriope muscari</i>		o	purple spike flowers, clump-like foliage
Dwarf Periwinkle <i>Vinca minor</i>		o	blue flowers, ground-cover
Monkey Grass <i>Ophiopogon japonicus</i>		o	tufted grass-like ground-cover
Oregano <i>Origanum vulgare</i>	o	o	perennial, spreading herb
Stonecrop <i>Sedum spp.</i>	o	o	low, fast growing ground-cover
*susceptible to severe freeze			

Deciduous Vines & Groundcovers	Sun	Shade	Features (N = Native)
Bush Morning Glory <i>Ipomoea leptophylla</i>	o	o	N, forms 1-1/2'—3' mounds of foliage, lavender to purple flowers
Coral Vine <i>Anigonon leptopus</i>	o		pink flowers in summer and fall
Gregg Dalea* <i>Dalea greggii</i>	o	o	N, purple flowers in fall, ground-cover
Passion Vine* <i>Passiflora incarnata</i>	o	o	N, lavender flowers, edible fruit: Maypop
Trumpet Vine <i>Campsis radicans</i>	o	o	N, orange-scarlet flowers, invasive
Virginia Creeper* <i>Parthenocissus quinquefolia</i>	o	o	N, red fall color, clinging vine
*susceptible to severe freeze			

Flowering Perennials	Sun	Shade	Features (N = Native)
Silver Wormwood	o		N, aromatic foliage, white fuzzy leaves

Artemisia ludoviciana			
Black-eyed Susan Rudbeckia hirta	o	o	N, yellow dark-centered daisy, flowers May to September
Blackfoot Daisy Melampodium leucanthum	o		N, short white daisy flowers all summer, short lived
Butterfly Weed Asclepias tuberosa	o	o	N, orange/yellow flowers, attracts butterflies
Canna Lily Canna X generalis	o		banana-like foliage, blooms in summer
Cedar Sage Salvia roemeriana		o	N, red flowers, naturalizes
Cherry Sage Salvia greggii	o	o	N, red, pink, or white flowers
Cigar Plant Cuphea micropetala	o		orange-yellow fall flowers
Coreopsis Coreopsis lanceolata	o		N, yellow spring and fall flowers, clumping
Daylily Hemerocallis fulva	o		orange/yellow funnel-shaped flower
Fall Aster Symphoricarpos oblongifolium	o	o	N, blue/purple autumn flowers

Firebush* <i>Hamelia patens</i>	o		red-orange flowers, red fall color
Gayfeather <i>Liatris</i> spp.	o		N, purple flower spikes in autumn
Heartleaf Hibiscus <i>Hibiscus cardiophyllus</i>	o	o	N, red flowers all summer
Hymenoxys <i>Hymenoxys scaposa</i>	o		N, small yellow daisy, bitter smelling leaves
Maximilian Sunflower <i>Helianthus maximiliana</i>	o		N, yellow flower, late summer to fall
Mealy Blue Sage <i>Salvia farinacea</i>	o		N, blue flower spikes, spring and summer
Mexican Bush Sage <i>Salvia leucantha</i>	o		tall purple flower spikes
Mexican Heather* <i>Cuphea hyssopifolia</i>	o		tiny purple, pink or white flowers
Mexican Marigold Mint <i>Tagetes lucida</i>	o	o	yellow fall flowers, anise flavored foliage
Mexican Oregano <i>Lippia graveolens</i>	o		lavender/pink flowers, aromatic
Oxeye Daisy <i>Chrysanthemum leucanthemum</i>	o		white early summer flowers, yellow center

Peruvian Verbena* <i>Verbena peruviana</i>	o	o	pink flowers in summer, low growing
Pink Skullcap <i>Scutellaria suffrutescens</i>	o	o	pink flowers in summer, low growing
Plumbago* <i>Plumbago auriculata</i>	o	o	low growing, blue flowers
Purple Coneflower <i>Echinacea purpurea</i>	o	o	N, purple daisy-like flowers
Rose Mallow <i>Pavonia lasiopetala</i>	o	o	N, pink hibiscus-like flowers
Scarlet Sage <i>Salvia coccinea</i>		o	N, red, pink or white flowers, spring to fall
Spiderwort <i>Tradescantia x Andersoniana</i>		o	N, purple-blue flowers, informal ground cover
Turk's Cap <i>Malvaviscus arboreus</i> var. <i>Drummondii</i>	o	o	N, red flowers and fruit, colonizing
White Mistflower <i>Eupatorium Wrightii</i>	o	o	N, white autumn flowers, attracts butterflies
Wild Petunia <i>Ruellia nudiflora</i>		o	N, purple flowers from March to December

Zexmenia Wedelia hispida	o	o	N, orange/yellow flowers, May to November
*susceptible to severe freeze			

Turf & Low Grasses	Sun	Shade	Features (N = Native)
Bermuda Grass Cynodon dactylon	o		seed or hybrid sod
Blue Grama Grass Bouteloua gracilis	o		N, seed, fine-leaf tufted grass, good meadow grass, not for mowed lawns
Buffalograss Buchloe dactyloides	o		N, many seed varieties, sod available in '609' and Prairie hybrids
Little Bluestem Schizachyrium scoparium	o		N, seed, blue-green, fine texture, not for mowed lawns

AGENDA ITEM #10

ORDINANCE NO. 2014-_____

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES BY AMENDING SECTION 9-7-2, PROVIDING FOR MODIFICATIONS TO THE NOXIOUS MATTER DEFINITION; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, the City recently adopted the International Property Maintenance Code, which provides in the ordinance that Section 302.4 "weeds" not allow for weeds to exceed 12 inches, and this ordinance now needs to be revised to maintain consistency between the two sections; and

WHEREAS, the City of Kingsville Planning and Zoning Commission has reviewed this ordinance at a meeting on July 23, 2014 and recommends its approval; and

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 9-7-2 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:

...

§ 9-7-2 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 48 12 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:

(A) has grown to more than 18 inches in height; or

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

...

II.

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

III.

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

IV.

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

INTRODUCED on this the 28th day of July, 2014.

PASSED AND APPROVED on this the _____th day of _____, 2014.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

BEFORE

Sec. 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.

AFTER

Sec. 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:

- (5) Personal notice to the owner in writing; or
- (6) 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
- (7) If personal service cannot be obtained or the owner's address is unknown, then, notice shall be:
 - a. By publication at least once; or
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 - c. By posting the notice on a placard attached to a stake driven into the ground on the property to which the violation relates.
- (8) 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 12 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.

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

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

- (3) Has grown to more than 12 inches in height (unless deemed to be grown for agricultural purposes); or
- (4) May create an unsanitary condition or become a harborage for rodents, vermin, or other disease-carrying pests, regardless of the height of the weeds.



Planning Department

TO: Mayor and Commission Members

THROUGH: Vince Capell, City Manager

FROM: Robert G. Isassi – Planning & Development Services Department Director

SUBJECT: Ordinance Amendment – Definition of “Noxious Matter”

DATE: July 24, 2014

In March 2014, Planning & Zoning Commission as well as City Commission approved changes to existing ordinances, namely Article 7, Nuisances. Part of these changes lowered the allowable weed height from 18” to 12” within Section 9-7-2(H). It has been noted that 9-7-4 “Definitions” did not update the Noxious Matter height to 12”. The proposed amendment was reviewed by the Planning & Zoning Commission on July 23rd, 2014 and approved by a 6-0 vote.

This memo report with all necessary attachments is hereby presented to the City Commission for approval. City staff recommends approval of the ordinance amendment as presented.

BEFORE

Sec. 9-7-4. Definitions.

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

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

Notice shall mean:

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- (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."

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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.

AFTER

Sec. 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:

- (5) Personal notice to the owner in writing; or
- (6) 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
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 - a. By publication at least once; or
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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 12 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.

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

- (3) Has grown to more than 12 inches in height (unless deemed to be grown for agricultural purposes); or
- (4) May create an unsanitary condition or become a harborage for rodents, vermin, or other disease-carrying pests, regardless of the height of the weeds.

Staff Report to the PLANNING & ZONING COMMISSION and CITY COMMISSION

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

**Request: APPROVAL OF AN AMENDMENT TO CITY CODE SECTION 9-7-4 "DEFINITIONS" TO
CORRECT THE DEFINITION OF NOXIOUS MATTER TO MATCH SECTION 9-7-2
"ADDITIONS AND AMENDMENTS TO INTERNATIONAL PROPERTY MAINTENANCE CODE".**

Petitioner and Agent: City of Kingsville
Date of P&Z Hearing: July 23, 2014

EXHIBITS PRESENTED

- Chapter 15 of the Kingsville Code of Ordinances (present at the meeting)
- City of Kingsville Master Plan

BACKGROUND AND PERTINENT DATA

In March 2014, Planning & Zoning Commission as well as City Commission approved changes to existing ordinances, namely Article 7, Nuisances. Part of these changes lowered the allowable weed height from 18" to 12" within Section 9-7-2(H). It has been noted that 9-7-4 "Definitions" did not update the Noxious Matter height to 12".

STAFF REVIEW & RECOMMENDATION

This is a "housekeeping" issue that would correct the oversight.

Staff recommends **Approval** of the code amendment request.

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

AGENDA ITEM #11

ORDINANCE NO. 2014-_____

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES BY AMENDING SECTION 15-6-124, PROVIDING FOR THE OPTION TO PLACE POLE SIGNS OR MONUMENT SIGNS ALONG U.S. HIGHWAY 77 BYPASS; 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;

WHEREAS, the City has determined that the sign ordinance is in need of revision for the ease of users, benefit of the public, and for public health and safety;

WHEREAS, the City of Kingsville Planning and Zoning Commission has reviewed this ordinance at a meeting on July 23, 2014 and recommends its approval;

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

I.

THAT Article 6: Zoning of Chapter XV, Land Usage, of the Code of Ordinances of the City of Kingsville, Texas, Section 15-6-124 shall be amended to read as follows:

...

§ 15-6-124. MAXIMUM SIZE; U.S. HIGHWAY 77 BYPASS US77 / I-69 CORRIDOR

(A) Owner identification and advertising signs located within 300 feet of the U.S Highway 77 Bypass/Interstate 69 right-of-way, may utilize steel poles or monument signs.

(1) When utilizing steel poles, the signs shall not have their total display face area exceed 400 square feet, with a sign maximum height of 10 feet, and a maximum sign length of 40 feet; inclusive of border and trim, but excluding the base or apron.

(2) When utilizing monument signs, the sign shall be of a monument style and shall not have their total sign area exceed 400 square feet, with a maximum height equal to that which is allowed in the respective zoning district, inclusive of sign frame, cabinet, border and trim as measured from grade.

(B) The maximum size limitations apply to each side of the sign structure or structures visible to approaching traffic.

(C) Signs may be placed back-to-back, side by side, or stacked, with not more than two display faces visible to approaching traffic on the Highway 77 Bypass. Such sign structure or structures shall be considered one sign.

(D) Signs that exceed 200 square feet in area, including cutouts, may not be stacked or placed side by side.

...

II.

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

III.

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

IV.

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

INTRODUCED on this the 28th day of July, 2014.

PASSED AND APPROVED on this the _____ day of August, 2014.

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: Ordinance Amendment – Pole Signs on US77 Optional

DATE: July 24, 2014

US 77 business owners have asked for the option to place an owner-identification / advertising pole sign in lieu of the required monument sign to provide better visibility to their business along the highway.

After a thorough examination of the 2008 Master Plan, the Plan's goals are to support the economic growth of Kingsville while also reducing sign clutter. While the City's existing sign code requires that all new signs be of a monument style, it is prudent to allow highway frontage businesses the opportunity to attract highway traffic to their businesses by allowing a pole sign for advanced notification and visibility from a controlled-access highway (and future interstate corridor). The proposed amendment was reviewed by the Planning & Zoning Commission on July 23rd, 2014 and approved by a 6-0 vote.

This memo report with all necessary attachments is hereby presented to the City Commission for approval. City staff recommends approval of the ordinance amendment as presented.

BEFORE

Sec. 15-6-124. Maximum size; U.S. Highway 77 Bypass.

- (A) Owner identification and advertising signs located within 300 feet of the U.S. Highway 77 Bypass right of way shall be of a monument style and shall not have their total sign area exceed 400 square feet, with a maximum height equal to that which is allowed in the respective zoning district, inclusive of sign frame, cabinet, border and trim as measured from grade.
- (B) The maximum size limitations apply to each side of the sign structure or structures visible to approaching traffic.
- (C) Signs may be placed back-to-back, side by side, or stacked, with not more than two display faces visible to approaching traffic on the Highway 77 Bypass. Such sign structure or structures shall be considered one sign.
- (D) Signs that exceed 200 square feet in area, including cutouts, may not be stacked or placed side by side.

AFTER

Sec. 15-6-124. Maximum size; US 77 / I-69 Corridor

- (A) Owner identification and advertising signs located within 300 feet of the U.S. Highway 77 Bypass / Interstate 69 right-of-way, may utilize steel poles or monument signs.
 - (1) When utilizing steel poles, the signs shall not have their total display face area exceed 400 square feet, with a sign maximum height of 10 feet, and a maximum sign length of 40 feet, inclusive of border and trim, but excluding the base or appon.
 - (2) When utilizing monument signs, the sign shall not have their total sign area exceed 400 square feet, with a maximum height equal to that which is allowed in the respective zoning district, inclusive of sign frame, cabinet, border and trim as measured from grade.
- (B) The maximum size limitations apply to each side of the sign structure or structures visible to approaching traffic.
- (C) Signs may be placed back-to-back, side by side, or stacked, with not more than two (2) display faces visible to approaching traffic on the Highway 77 Bypass. Such sign structure or structures shall be considered one sign.
- (D) Signs that exceed 200 square feet in area, including cutouts, may not be stacked or placed side by side.

Staff Report to the PLANNING & ZONING COMMISSION and CITY COMMISSION

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

Request: **APPROVAL OF AN AMENDMENT TO CITY CODE SECTION 15-6-124 "MAXIMUM SIZE; U.S. HIGHWAY 77 BYPASS" TO ALLOW THE OPTION TO PLACE AN OWNER IDENTIFICATION OR ADVERTISING MONUMENT OR POLE SIGN.**

Petitioner and Agent: City of Kingsville
Date of P&Z Hearing: July 23, 2014

EXHIBITS PRESENTED

- Chapter 15 of the Kingsville Code of Ordinances (present at the meeting)
- City of Kingsville Master Plan

BACKGROUND AND PERTINENT DATA

US 77 business owners have asked for the option to place an owner-identification / advertising pole sign in lieu of the required monument sign to provide better visibility to their business along the highway.

STAFF REVIEW & RECOMMENDATION

After a thorough examination of the 2008 Master Plan, the Plan's goals are to support the economic growth of Kingsville while also reducing sign clutter. While the City's existing sign code requires that all new signs be of a monument style, it is prudent to allow highway frontage businesses the opportunity to attract highway traffic to their businesses by allowing a pole sign for advanced notification and visibility from a controlled-access highway (and future interstate corridor).

Staff recommends **Approval** of the code amendment request.

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

AGENDA ITEM #12

ORDINANCE NO. 2014-

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES CHAPTER XV, LAND USE, ARTICLE 6 ZONING, AIR INSTALLATION ZONING REGULATIONS, SECTION 41, RESPONSIBILITY OF DEVELOPERS: SUBDIVISIONS, PROVIDING FOR A NOTICE TO BUYER/LESSEE ABOUT AICUZ AND CCLUA; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, the City-County Joint Airport Zoning Board (JAZB) recently met and adopted a "notice to buyer/lessee" to be provided to land owners and agents to give buyers and lessees to make them aware that Air Installation Compatible Use Zones (AICUZ) and Controlled Compatible Land Use Areas (CCLUA) exist within the City and County; and

WHEREAS, the JAZB would like this notice provided throughout the county and not just within the area controlled by the JAZB, they are requesting the City and County approve similar notice requirements; and

WHEREAS, the mission of Naval Air Station-Kingsville is critical to the community, state and nation, as well as to the City's economic development, and the base's continued mission would be enhanced by this notice; and

WHEREAS, the City of Kingsville Planning and Zoning Commission has reviewed this ordinance at a meeting on July 23, 2014 and recommends its approval; and

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

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

I.

THAT Section 15-6-41 of Article 6: Zoning of Chapter XV, Land Usage, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

AIR INSTALLATION ZONING REGULATIONS

§ 15-6-41. RESPONSIBILITY OF DEVELOPERS: SUBDIVISIONS; AICUZ- NOTICE TO BUYER/LESSEE.

- (A) Each developer or landowner who owns property lying within the City of Kingsville must notify any purchaser or lessee of any property within the City of the existence of a "controlled compatible land use area" must notify any prospective purchaser of such property of the existence of this article by having each buyer

execute a "Disclosure Statement" containing the following language that is governed by a Joint Airport Zoning Board (JAZB) by having each seller or lessor provide an "AICUZ – NOTICE TO BUYER(S) OR LESSEE" containing the following language:

~~"I have been advised that this property is adjacent to a military airport and installation and lies within the 'controlled compatible land use area' as defined by the legislature of the state of Texas in Tex. Local Gov. Code § 241.003. I understand that I shall have to include special noise attenuation materials and construction techniques in any construction undertaking designated as having decibel readings above 65 DNL. I am aware that development and construction within this area must conform to guidelines contained in the City of Kingsville Air Installation Zoning Regulation and other applicable law."~~

"Notice is hereby given to the Buyer(s) or Lessee(s) that this property may be located in the vicinity of Naval Air Station (NAS) Kingville and may be impacted by noise, odors, flight safety hazards, frequency interference and other potential compatibility issues relating to installation operations. You are encouraged to drive and review the area around any property in which you are interested at various times and days.

Notice is also hereby given that subject property may:

- (1) Lie within the "Controlled Compatible Land Use Area" as defined by Chapter 241 of the Texas Local Government Code, Section 241.003(7) which gives a municipality or county the authority to regulate land use within a designated airport hazard area. The Kingsville-Kleberg JAZB(Joint Airport Zoning Board) provides zoning regulations and enforcement within the unincorporated portions of Kleberg County that are located within the "Controlled Compatible Land Use Area,"
- (2) And/or within an area defined by the 65 decibel (dB) day-night average sound level (Ldn) noise contour(s) as defined in NAS Kingsville's current Air Installations Compatible Use Zones (AICUZ) study, plus ¼ mile outside that area,
- (3) And/or within an area defined by the Accident Potential Zones (APZ) as defined in NAS Kingsville's current AICUZ study, plus ¼ mile outside that area.

As the AICUZ study is updated, the zone boundaries may change.

This property may also be subject to additional development regulations relative to the property's proximity to the installation.

Information on any property located within 6 miles of NAS Kingsville may be found at the following website:

<http://www.cityofkingsville.com/dept/engineering/docs/AICUZ%20Map.pdf> or by visiting the City of Kingsville Planning Department.

- (B) Such "~~Disclosure Statement~~" "AICUZ – NOTICE TO BUYER OR LESSEE" shall be executed simultaneously with any "earnest money" contract or other agreement to buy land, and if no "earnest money" contract or other agreement to buy land is executed, prior to the "date of closing" as that term is understood in real estate transactions.
- (C) Development within the noise zones designated on the current AICUZ map shall be built to mitigate the noise level to 45 DNL (indoors). It shall be the responsibility of the developer to provide to the Director of Development Services how this will be accomplished, to include site layout and type of material used.

II.

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

III.

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

IV.

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

INTRODUCED on this the 28th day of July, 2014.

PASSED AND APPROVED on this the ____th day of August, 2014.

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: Ordinance Amendment – AICUZ Notice to Buyer or Lessee

DATE: July 24, 2014

Earlier this year the Joint Airport Zoning Board (JAZB) passed an ordinance requiring property owners and developers within the Air Installation Controlled Use Zone (AICUZ) to require a "Notice to Buyer(s) or Lessee" document to be provided by the sellers or lessors. The JAZB would like to see this required within the City and County as well. This will provide notice to residents that a controlled land use area exists around NAS-Kingsville and ensure that full disclosure is provided to make buyers and lessees aware of the area.

This document has been previously presented to the City Commission but an ordinance requiring the Notice to Buyer or Lessee was not provided. This proposed ordinance amendment to the City Code of Ordinances will now require sellers and lessors to include this information to buyers or lessees.

This ordinance change was evaluated by the Planning & Zoning Commission and amended slightly from the original submittal. After the amended changes (attached), the Planning & Zoning Commission approved the ordinance changes by a 6-0 vote.

This memo report with all necessary attachments is hereby presented to the City Commission for approval. City staff recommends approval of the ordinance amendment as presented.

Staff Report to the PLANNING & ZONING COMMISSION and CITY COMMISSION

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

Request: **APPROVAL OF AN AMENDMENT TO CITY CODE SEC. 15-6-41 "RESPONSIBILITY OF DEVELOPERS: SUBDIVISIONS" TO ARTICLE 6 "ZONING" TO REQUIRE DEVELOPERS AND LANDOWNERS TO INFORM BUYERS OR LESSEES OF A CONTROLLED COMPATIBLE LAND USE AREA BY PROVIDING A "NOTICE TO BUYER(S) OR LESSEE".**

Petitioner and Agent: City of Kingsville
Date of P&Z Hearing: July 23, 2014

EXHIBITS PRESENTED

- Chapter 15 of the Kingsville Code of Ordinances (present at the meeting)
- City of Kingsville Master Plan

BACKGROUND AND PERTINENT DATA

The Joint Airport Zoning Board (JAZB) has passed an ordinance requiring property owners and developers within the Air Installation Controlled Use Zone (AICUZ) to require a "Notice to Buyer(s) / Lessee" document to be provided by the sellers or lessors. The JAZB would like to see this required within the City and County as well. This will provide additional notice to residents that a controlled land use area exists around NAS-Kingsville and ensure that full disclosure is provided to make buyers and lessees aware of the area.

STAFF REVIEW & RECOMMENDATION

This has been previously reviewed by City Commission. City staff is recommending that City Commission adopt this disclosure document for all purchases and leases. Once reviewed and approved by City Commission, City staff will forward to Kleberg County for concurrence and adoption.

Staff recommends **Approval** of the code amendment request.

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

BEFORE

Sec. 15-6-41. Responsibility of developers: subdivisions.

- (A) Each developer or landowner who owns property lying within the "controlled compatible land use area" must notify any prospective purchaser of such property of the existence of this article by having each buyer execute a "Disclosure Statement" containing the following language:

"I have been advised that this property is adjacent to a military airport and installation and lies within the 'controlled compatible land use area' as defined by the legislature of the state of Texas in Tex. Local Gov. Code § 241003. I understand that I shall have to include special noise attenuation materials and construction techniques in any construction undertaking designated as having decibel readings above 65 DNL. I am aware that development and construction within this area must conform to guidelines contained in the City of Kingsville Air Installation Zoning Regulation and other applicable law."

- (B) Such "Disclosure Statement" shall be executed simultaneously with any "earnest money" contract or other agreement to buy land, and if no "earnest money" contract or other agreement to buy land is executed, prior to the "date of closing" as that term is understood in real estate transactions.
- (C) Development within the noise zones designated on the current AICUZ map shall be built to mitigate the noise level to 45 DNL (indoors). It shall be the responsibility of the developer to provide to the Director of Development Services how this will be accomplished, to include site layout and type of material used.

AFTER

Sec. 15-6-41. AICUZ - Notice to Buyer(s) or Lessee

- (A) Each developer or landowner who owns property within the City of Kingsville must notify any purchaser or lessee of any property within the City of the existence of a "controlled compatible land use area" that is governed by a Joint Airport Zoning Board (JAZB) by having each buyer or lessor provide a "AICUZ - NOTICE TO BUYER(S) OR LESSEE" containing the following language:

"Notice is hereby given to the Buyer(s) or Lessee(s) that this property may be located in the vicinity of Naval Air Station (NAS) Kingsville and may be impacted by noise, odors, flight safety hazards, frequency interference and other potential compatibility issues relating to installation operations. You are encouraged to drive and review the area around any property in which you are interested at various times and days."

Notice is also hereby given that subject property may:

- (1) lie within the "Controlled Compatible Land Use Area" as defined by Chapter 241 of the Texas Local Government Code, Section 241.003(7) which gives a municipality or county the authority to regulate land use within a designated airport hazard area.*

The Kingsville-Kleberg JAZB (Joint Airport Zoning Board) provides zoning regulations and enforcement within the unincorporated portions of Kleberg County that are located within the "controlled compatible land use area.

- (2) and / or within an area defined by the 65 decibel (dB) day-night average sound level (Ldn) noise contour(s) as defined in NAS Kingsville's current Air Installations Compatible Use Zones (AICUZ) study, plus ¼ mile outside that area.*
- (3) and / or within an area defined by the Accident Potential Zones (APZ) as defined in NAS Kingsville's current AICUZ study, plus ¼ mile outside that area.*

As the AICUZ study is updated the zone boundaries may change.

This property may also be subject to additional development regulations relative to the property's proximity to the installation.

Information on any property located within 6 miles of NAS Kingsville may be found at the following website:

<http://www.cityofkingsville.com/dept/engineering/docs/AICUZ%20Map.pdf> or by visiting the City of Kingsville Planning Department."

- (B) Such "AICUZ - NOTICE TO BUYER(S) OR LESSEE" shall be executed simultaneously with any "earnest money" contract or other agreement to buy land, and if no "earnest money" contract or other agreement to buy land is executed, prior to the "date of closing" as that term is understood in real estate transactions.
- (C) Development within the noise zones designated on the current AICUZ map shall be built to mitigate the noise level to 45 DNL (indoors). It shall be the responsibility of the developer to provide to the Director of Development Services how this will be accomplished, to include site layout and type of material used.

AGENDA ITEM #13

AGENDA ITEM #14

AGENDA ITEM #15