

City of Kingsville, Texas

AGENDA CITY COMMISSION

**MONDAY, OCTOBER 28, 2013
REGULAR MEETING**

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

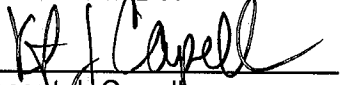
I. Preliminary Proceedings.

OPEN MEETING

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

**MINUTES OF PREVIOUS MEETING(S) – Required by Law
NONE.**

APPROVED BY:



Vincent J. Capell
City Manager

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

1. Public hearing regarding condemnation proceeding for structures located at 1229 E. Avenue B, Kingsville, Texas. (Director of Planning & Development Services).

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 out-of-state travel for Special Agent Richard Kirkpatrick to attend the 32 Hour Specialized Course for annual DIAP-EPIC Instructor Recertification in Merrillville, Indiana from November 3-8, 2013, with DIAP covering all travel expenses and per diems. (Task Force Commander).
2. Motion to approve out-of-state travel for the Mayor to attend "2013 Defense Policy Forum: Are There Alternatives to BRAC?" in Washington, D.C. from November 11-12, 2013. (Mayor Fugate).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

3. Consider condemnation for structures located at 1229 E. Avenue B, Kingsville, Texas. (Director of Planning & Development Services).
4. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances by amending Section 9-10-7 providing for a change to the height of vegetation overhanging streets and public parkways and prohibiting planting in the right-of-way. (Director of Planning and Development Services).
5. Consider a resolution authorizing the City Manager to enter into a Member Agreement with the Center for Internet Security Multi-State ISAC. (Director of Purchasing and IT).
6. Consider a resolution establishing the City of Kingsville Investment Policy and Investment Strategies, designating the City Manager, Director of Finance, and City Accounting Manager as the authorized city representatives with full authority for investment purposes, and providing for disclosure of financial interest. (Director of Finance).
7. Consider waiver of interest accrued on weed line prior to September 3, 2013 for property located at Lot E/2 W/2 1, Block 4, Garcia Acres 2 (also known as 1229 E. Avenue C). (Director of Finance).

8. Consider a resolution casting the City of Kingsville's votes to candidate Al Garcia for election to the Board of Directors of the Kleberg County Appraisal District. (City Manager).
9. Consider a resolution authorizing the City Manager to enter into a Clinical Affiliation Agreement between the Kingsville Fire Department and HALO Flight EMS Training Academy. (Fire Chief).
10. Consider a resolution authorizing the City Manager to enter into a Collective Bargaining Agreement between the City of Kingsville, Texas and the Kingsville Law Enforcement Association for Fiscal Years 2013 through 2016. (Human Resources Director).
11. Consider introduction of an ordinance amending the Fiscal Year 2013-2014 Fund 001 General Fund budget to provide for adjustments due to the City of Kingsville and Kingsville Law Enforcement Association Collective Bargaining Agreement. (Finance Director).
12. Discuss and consider giving direction to staff on potential economic incentives for 24 unit townhome development and for an extended stay hotel. (City Manager).
13. Discuss and consider giving direction to staff on Petra Vela Kenedy house and potential locations. (City Manager).

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:

October 22, 2013 at 3:00 P.M. and remained so posted continuously for at least 72 hours preceding 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)

PUBLIC HEARING(S)

PUBLIC HEARING #1



CITY OF KINGSVILLE

P.O. BOX 1458
KINGSVILLE, TX 78364

REPORT ADDRESS 1229 E. AVE B.		INSPECTOR DANIEL RAMIREZ	
LEGAL DESCRIPTION GARCIA A C	BLOCK 5	LOT E/2 E/22	
OWNER NAME FRANCISCO RESENDEZ	OWNER'S ADDRESS 213 FAIRVIEW	CITY/STATE/ZIP KINGSVILLE, TEXAS 78363-2714	

PROPERTY CONDITION REPORT

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

REASON CODES:

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

COMMENT CODES:

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

BUILDING OFFICIAL COMMENTS:

JUNE 24 AGENDA ITEM # 12) 60 DAYS WERE GIVEN) 60 EXPIRED ON AUG. 26) ON OCT. 28 (COMMISION MTG.

MR. RESEDEZ HAS HAD 127 DAYS TO MEET CRITERIA.

REPAIRS ARE NOT DONE ACCORDING TO COMMISION AGREEMENT.

SIGNATURE:

Daniel H. Ramirez
DANIEL H. RAMIREZ, CITY OF KINGSVILLE BUILDING OFFICIAL

DATE: 10/21/2013

2009 PRELIMINARY ROLL

CKI - CITY OF KINGSVILLE

Geo ID Order

05/22/2009 16:16PM

Prop ID	Owner	%	Legal Description	Values
24546	28757	100.00	R Geo: 132200502002192 RESENDEZ FRANCISCO 1229 E AVE B KINGSVILLE, TX 78363-4009	Effective Acres: 0.000000 Acres: 0.0000 Map ID: Mtg Cd: DBA:
			State Codes: A Situs: 1229 E AVE B	Imp HS: 14,240 Imp NHS: 0 Land HS: 3,000 Land NHS: 0 Prod Use: 0 Prod Mkt: 0 Market: 17,240 Prod Loss: 0 Appraised: 17,240 Cap: 0 Assessed: 17,240 Exemptions: HS

Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				17,240	0	17,240	0.801870	138.24

25786	19620	100.00	R Geo: 132200502004192 DE LA GARZA CARLOS ETUX BELINDA 1247 E AVE B KINGSVILLE, TX 78363-4009	Effective Acres: 0.000000 Acres: 0.0000 Map ID: Mtg Cd: DBA:	Imp HS: 81,560 Imp NHS: 0 Land HS: 3,000 Land NHS: 0 Prod Use: 0 Prod Mkt: 0	Market: 84,560 Prod Loss: 0 Appraised: 84,560 Cap: 2,423 Assessed: 82,137 Exemptions: HS
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Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				82,137	0	82,137	0.801870	658.63

15738	14440	100.00	R Geo: 132200503000192 GONZALEZ NOE O 1010 N 17TH ST KINGSVILLE, TX 78363-4079	Effective Acres: 0.000000 Acres: 0.0000 Map ID: Mtg Cd: DBA:	Imp HS: 50,150 Imp NHS: 0 Land HS: 3,000 Land NHS: 0 Prod Use: 0 Prod Mkt: 0	Market: 53,150 Prod Loss: 0 Appraised: 53,150 Cap: 526 Assessed: 52,624 Exemptions: HS,OV65
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Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				52,624	8,400	44,224	0.801870	354.62

16343	15264	100.00	R Geo: 132200503001192 GARZA SOVEIDA G 1248 E AVENUE A KINGSVILLE, TX 78363-4041	Effective Acres: 0.000000 Acres: 0.0000 Map ID: Mtg Cd: DBA:	Imp HS: 27,490 Imp NHS: 0 Land HS: 3,000 Land NHS: 0 Prod Use: 0 Prod Mkt: 0	Market: 30,490 Prod Loss: 0 Appraised: 30,490 Cap: 0 Assessed: 30,490 Exemptions: HS,OV65
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Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				30,490	8,400	22,090	0.801870	177.13

16968	42126	100.00	R Geo: 132200503002192 CRUZ TERESA 1244 E AVENUE A KINGSVILLE, TX 78363-4041	Effective Acres: 0.000000 Acres: 0.0000 Map ID: Mtg Cd: DBA:	Imp HS: 7,600 Imp NHS: 0 Land HS: 3,000 Land NHS: 0 Prod Use: 0 Prod Mkt: 0	Market: 10,600 Prod Loss: 0 Appraised: 10,600 Cap: 0 Assessed: 10,600 Exemptions: HS
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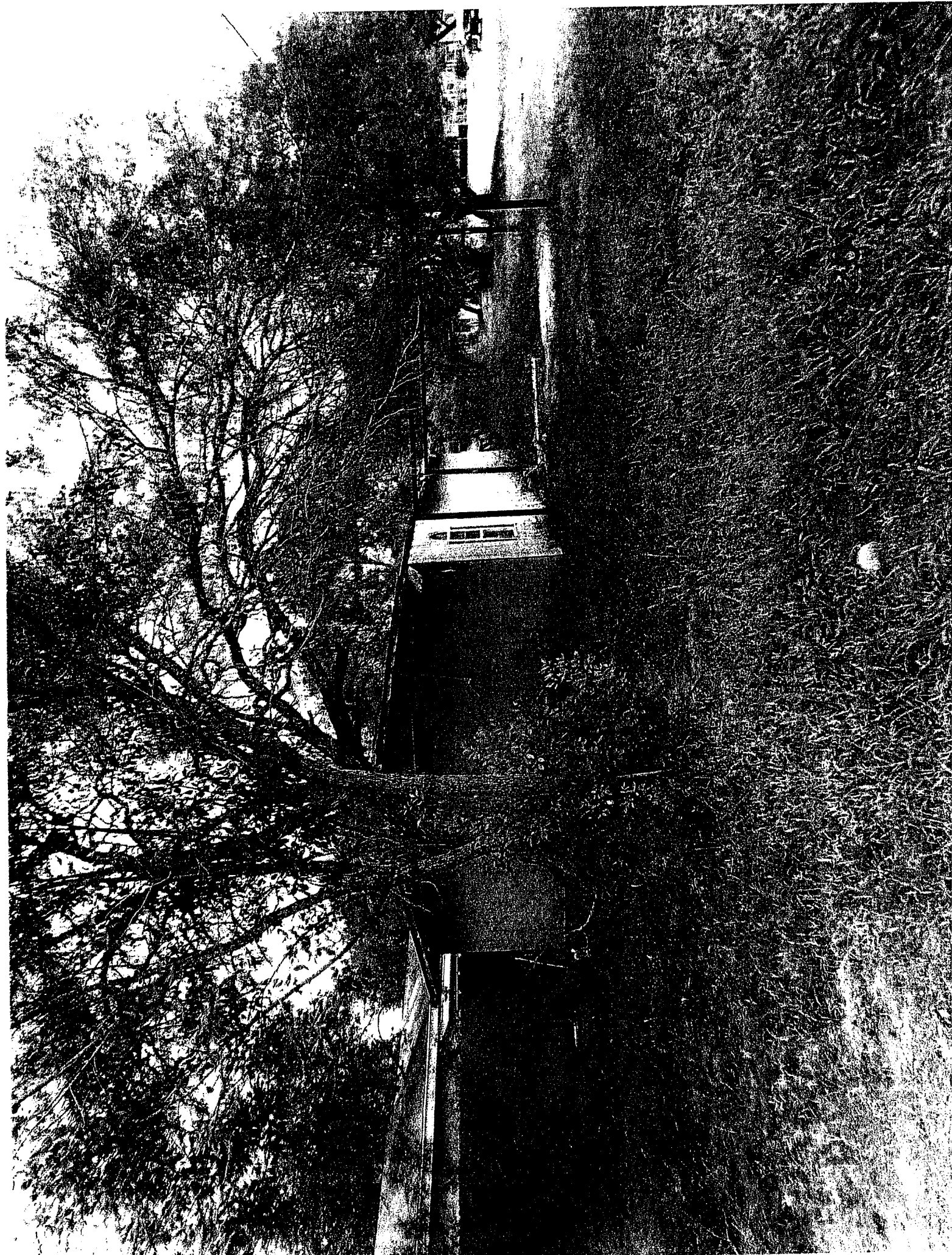
Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				10,600	0	10,600	0.801870	85.00

17573	46847	100.00	R Geo: 132200503003192 PALACIOS JULIAN ALONZO PO BOX 5962 CORPUS CHRISTI, TX 78465-59	Effective Acres: 0.000000 Acres: 0.0000 Map ID: Mtg Cd: DBA:	Imp HS: 0 Imp NHS: 36,780 Land HS: 0 Land NHS: 3,000 Prod Use: 0 Prod Mkt: 0	Market: 39,780 Prod Loss: 0 Appraised: 39,780 Cap: 0 Assessed: 39,780 Exemptions:
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Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				39,780	0	39,780	0.801870	318.98

24058	28749	100.00	R Geo: 132200504000192 HERNANDEZ DAVID 109 W CHAVEZ AVE KINGSVILLE, TX 78363-9654	Effective Acres: 0.000000 Acres: 0.0000 Map ID: Mtg Cd: DBA:	Imp HS: 0 Imp NHS: 0 Land HS: 0 Land NHS: 3,000 Prod Use: 0 Prod Mkt: 0	Market: 3,000 Prod Loss: 0 Appraised: 3,000 Cap: 0 Assessed: 3,000 Exemptions:
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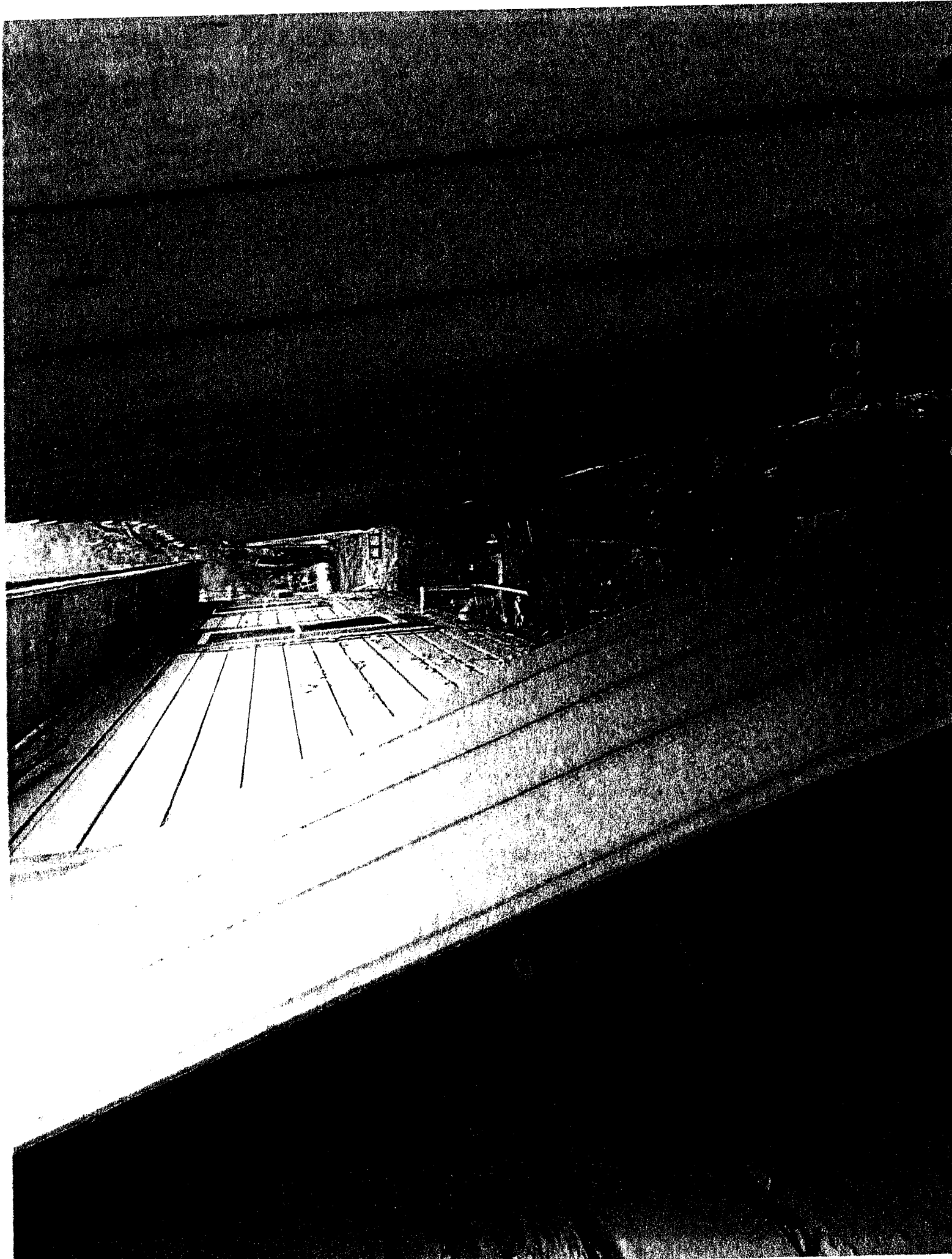
Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				3,000	0	3,000	0.801870	24.06

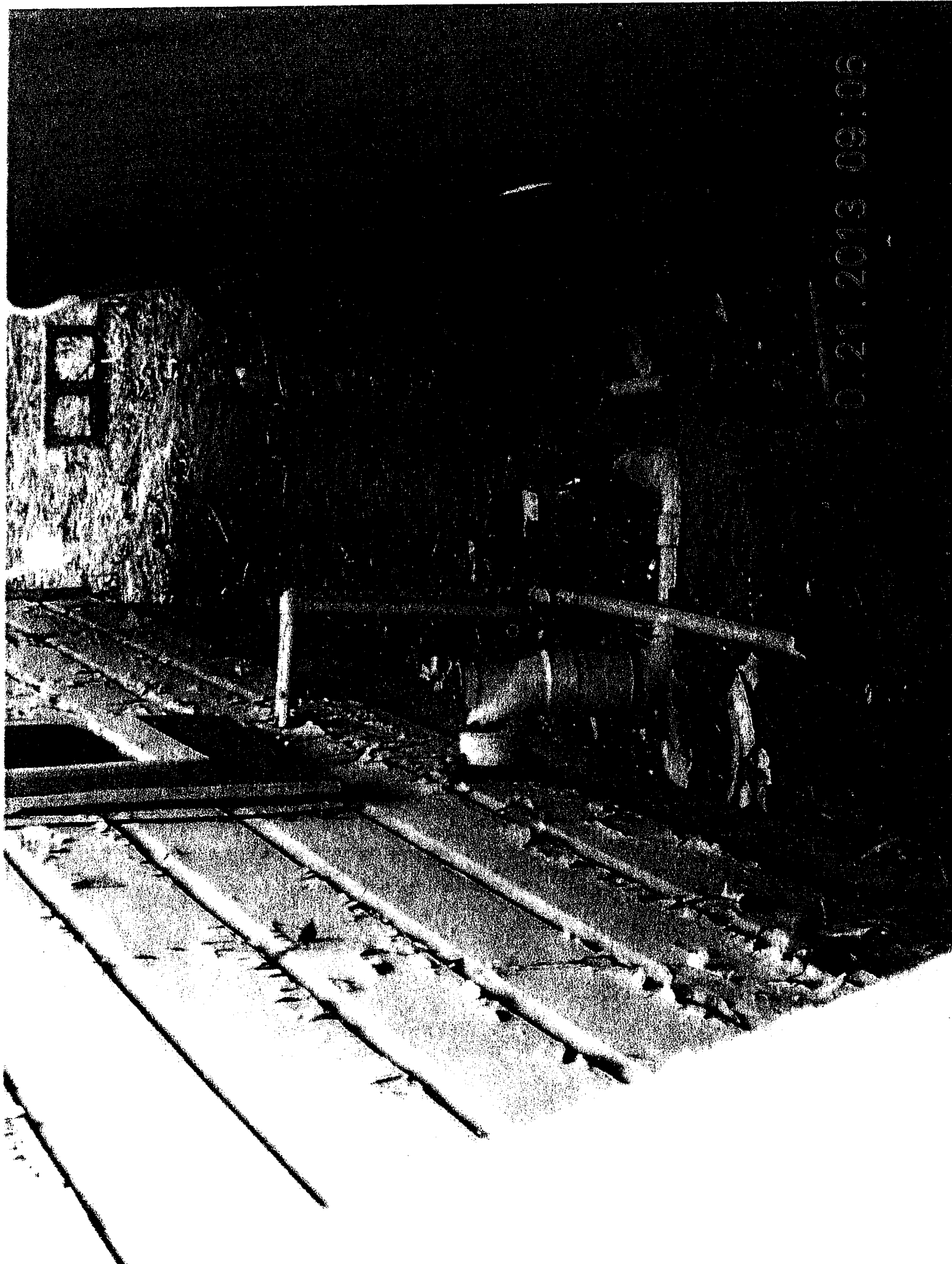




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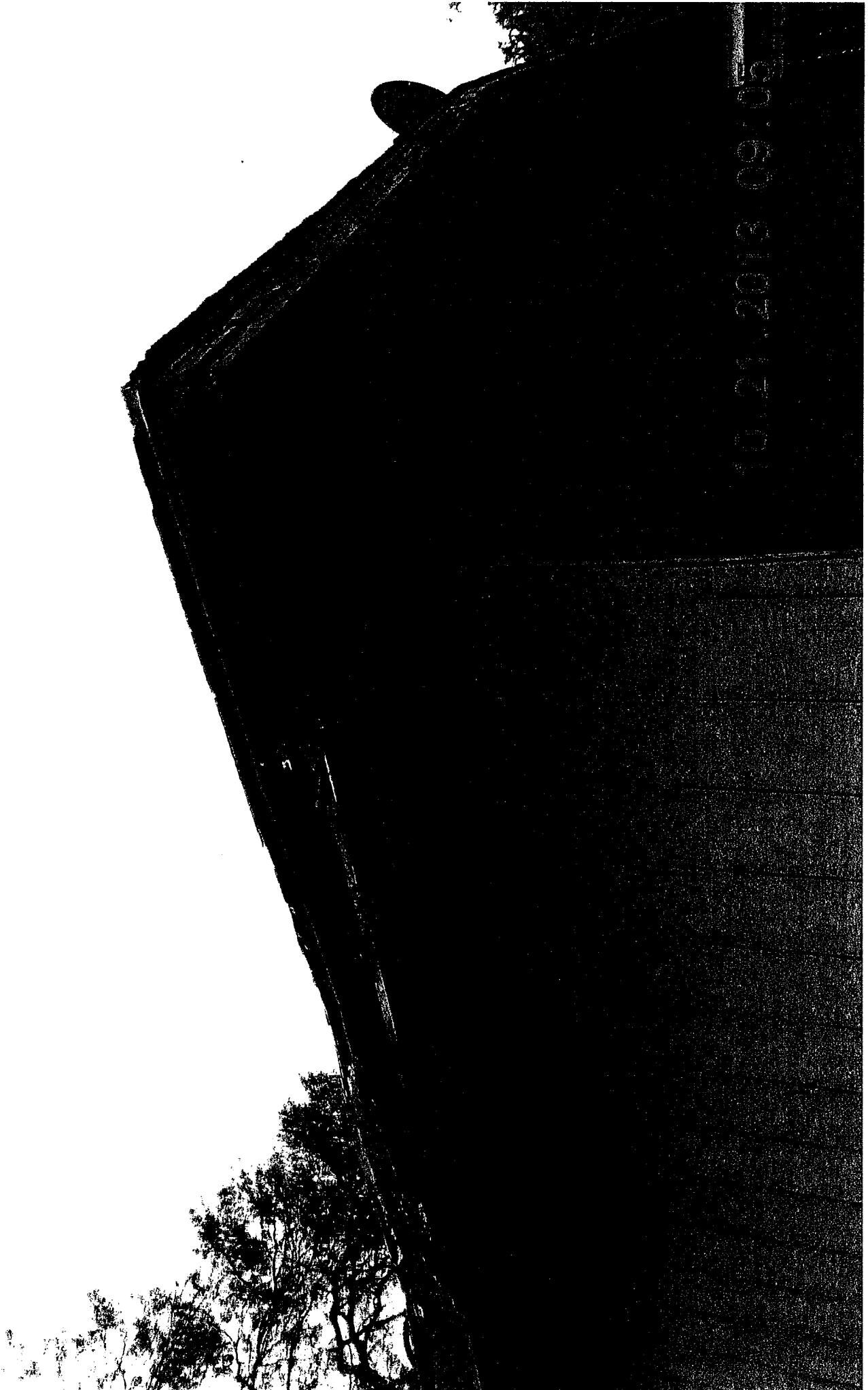






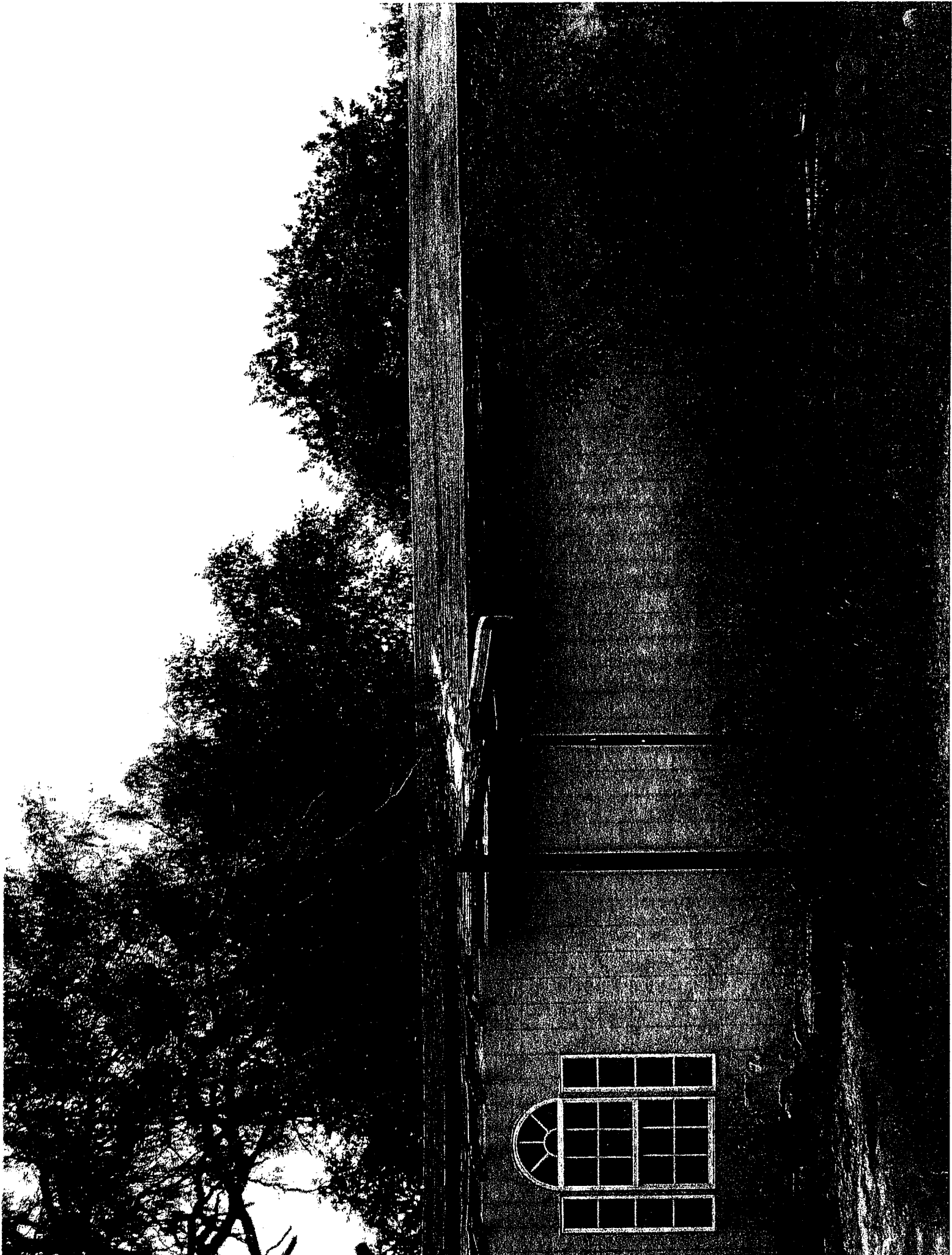
10.21.2013 09:06

10.21.2013 09:05





10.21.2013 09:05



October 9, 2013

There has been a change of ownership in the...
The following items are set for public hearing and discussion and...
Request for public hearing on the...
The following items are set for public hearing and discussion and...
Request for public hearing on the...
The following items are set for public hearing and discussion and...
Request for public hearing on the...

PUBLIC NOTICE

The City Commission will meet on Monday, October 14, 2013 at 7:00 PM.
The following items are set for public hearing and discussion and...
Request for public hearing on the...

ITEMS TO BE HEARD

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

The meeting will be held in Council Hall, 2001 Kleberg at the City Commission
Chambers.

If you have any questions about the items on agenda, please contact the
Planning Department at (361) 392-3910 or (361) 392-3910.

DAILY LUNCH SPECIALS

FREE DELIVERY

ORDER YOUR COOKIES, CAKES OR PIES

Lula's Main Street Cafe

213 E. KLEBERG • 361-392-3900

Reliable Finance

Personal Loans
Business Loans
Auto Loans
Mortgages

\$40 - \$1,300

361-392-3900

City of Kingsville, Texas

AGENDA CITY COMMISSION

**MONDAY, JUNE 24, 2013
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)

MINUTES OF PREVIOUS MEETING(S) – Required by Law
Special Meeting – June 4, 2013
Regular Meeting – June 10, 2013

APPROVED BY:



Vincent J. Capell
City Manager

II. Public Hearing - (Required by Law).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 Items.³

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

V.

Consent Agenda

Notice to the Public

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

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

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

1. Motion to approve final passage of an ordinance amending the Fiscal Year 2012-2013 Budget of the State Forfeiture Fund and Kingsville Law Enforcement Fund for the purchase of vehicles and equipment for the Police Department. (Director of Finance.)
2. Motion to approve resolution authorizing collection fee in the amount of 30% of debts and accounts receivable such as unpaid fines, fees, court costs, forfeited bonds, and restitution ordered paid by a municipal court serving the city, and amounts in cases in which the accused has failed to appear: 1) as promised under subchapter A, Chapter 543, Transportation Code, or other law; 2) in compliance with a lawful written notice to appear issued under Article 14.06(b), Texas Code of Criminal Procedure, or other law; 3) in compliance with a lawful summons issued under Article 15.03(b), Texas Code of Criminal Procedure; 4) in compliance with a lawful order of a court serving the city; or 5) as specified in a citation, summons, or other notice authorized by section 682.002, Transportation Code, that charges the accused with a parking or stopping offense, when such debts, accounts receivable and amounts are more than 60 days past due and have been referred to an attorney or other vendor for collection; repealing all conflicting resolutions and providing for an effective date. (City Attorney).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

3. Consider resolution establishing a Kingsville Main Street Downtown Plan for the City of Kingsville, Texas. (Tourism Director).
4. Consider resolution authorizing City Manager to enter into an Interlocal Agreement for Cooperative Purchasing of Goods, Products and/or Services between the City of Kingsville and the City of Bedford, Texas. (Director of Purchasing and IT).
5. Consider authorizing staff to move forward with improvements for Phase 1 of the Downtown Pavilion Improvement Project. (Director of Purchasing and IT).
6. Consider introduction of an ordinance amending the Fiscal Year 2012-2013 Budget of the General Fund for improvements to the City of Kingsville Downtown Pavilion. (Director of Finance).
7. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances by amending Chapter III, Article 7, Personnel Policies, Section 1

Classification and Compensation Plan to add the position of Accounting Supervisor and Landfill Foreman to the Compensation and Classification Plan for Fiscal Year 2012-2013. (Director of Human Resources).

8. Consider resolution approving cooperation with the Steering Committee of Cities served by AEP TCC to review AEP Texas Central Company's requested approval of an adjustment to its energy efficiency cost recovery factor; hiring legal and consulting services to negotiate with the company and direct any necessary litigation and appeals (with all costs paid by the utility); finding that the meeting at which this resolution is passed is open to the public as required by law; requiring legal notice of this resolution to legal counsel. (City Attorney).

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

10. Consider possible action in Mendoza v. City of Kingsville case. (City Attorney).

11. Consider introduction of an ordinance amending the Fiscal Year 2012-2013 Budget of the General Fund for Legal Department Professional Services. (Director of Finance).

12. Consider condemnation order for 1229 E. Avenue B, Kingsville, Texas. (Director of Planning & Development Services).

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.
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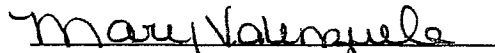
NOTICE

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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:

June 20, 2013 at 4:00 P.M. and remained so posted continuously for at least 72 hours preceding 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

City of Kingsville, Texas

AGENDA CITY COMMISSION

**TUESDAY, MAY 28, 2013
REGULAR MEETING**

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

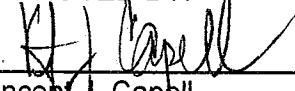
I. Preliminary Proceedings.

OPEN MEETING

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

**MINUTES OF PREVIOUS MEETING(S) – Required by Law
Special Meeting – May 10, 2013
Regular Meeting – May 13, 2013**

APPROVED BY:



Vincent J. Capell
City Manager

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

1. Public hearing regarding condemnation proceeding for structures located at 603 ½ W. Aveune D, Kingsville, Texas. (Director of Planning & Development Services).
2. Public hearing regarding condemnation proceeding for structures located at 2029 General Cavazos Blvd., Kingsville, Texas. (Director of Planning & Development Services).
3. Public hearing regarding condemnation proceeding for structures located at 426 W. Huisache, Kingsville, Texas. (Director of Planning & Development Services).
4. Public hearing regarding condemnation proceeding for structures located at 822 E. Ella, Kingsville, Texas. (Director of Planning & Development Services).
5. Public hearing regarding condemnation proceeding for structures located at 306 W. Huisache, Kingsville, Texas. (Director of Planning & Development Services).
6. Public hearing regarding condemnation proceeding for structures located at 609 E. Mesquite, Kingsville, Texas. (Director of Planning & Development Services).
7. Public hearing regarding condemnation proceeding for structures located at 1229 E. Avenue B, Kingsville, Texas. (Director of Planning & Development Services).

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.

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Consent Agenda

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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)

1. Consider final passage of an ordinance amending the City of Kingsville Code of Ordinances Chapter VII, Article 8, Traffic Control Devices, providing for the installation of a stop sign on Huisache Ave. at 8th Street for east and west bound traffic. (City Engineer/Public Works Director).
2. Consider final passage of an ordinance of the City Commission of the City of Kingsville, Texas, amending Chapter V Public Works of the Code of Ordinances of the City of Kingsville, Texas by amending Article 6 entitled "Stormwater Utility Styem", as amended, to establish procedure for delinquent stormwater utility fee payments. (Finance Director).
3. Consider final passage of an ordinance amending the fiscal year 2012-2013 budget for the General Fund to assist with the renovation of the T45 Jet in Dick Kleberg Park in partnership with Kleberg County. (Finance Director).
4. Consider approving resolution authorizing the City Manager to execute contract between the City of Kingsville and Rusty Van Fleet Construction for a new Pump House for Water Well #19, which was previously awarded and is already funded. (City Engineer/Public Works Director).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

5. Consider condemnation of structures located at 603 ½ W. Avenue D, Kingsville, Texas. (Director of Planning & Development Services).
6. Consider condemnation of structures located at 2029 General Cavazos Blvd., Kingsville, Texas. (Director of Planning & Development Services).
7. Consider condemnation of structures located at 426 W. Huisache, Kingsville, Texas. (Director of Planning & Development Services).
8. Consider condemnation of structures located at 822 E. Ella, Kingsville, Texas. (Director of Planning & Development Services).
9. Consider condemnation of structures located at 306 W. Huisache, Kingsville, Texas. (Director of Planning & Development Services).
10. Consider condemnation of structures located at 609 E. Mesquite, Kingsville, Texas. (Director of Planning & Development Services).
11. Consider condemnation of structures located at 1229 E. Avenue B, Kingsville, Texas. (Director of Planning & Development Services).
12. Consider accepting donations for the Keep Kingsville Beautiful program from various individuals and organizations from a KKB luncheon and from t-shirt sales. (Director of Planning & Development Services).
13. Consider introduction of an ordinance of the City Commission of the City of Kingsville, Texas amending the fiscal year 2012-2013 General Fund budget for the City of Kingsville to accept donations made for the Keep Kingsville Beautiful program in conjunction with the Community Appearance Department. (Finance Director).
14. Consider accepting new COPsync equipment for four vehicles from Kleberg County District Attorney for the Kingsville Specialized Crimes & Narcotics Task. (Task Force Commander).
15. Consider resolution authorizing the City Manager to enter into the COPsync Services Agreement for the Kingsville Specialized Crimes & Narcotics Task. (Task Force Commander).
16. Consider loaning older COPsync equipment from Task Force to the four Kleberg County Constables for use in their vehicles. (Task Force Commander).
17. Consider resolution authorizing the City Manager to execute an amendment to the Commission Agreement for the Kingsville Historical Mural. (Director of Tourism).
18. Consider introduction of an ordinance amending the Fiscal Year 2012-2013 budget for the General Fund Capital Projects Fund for upfront infrastructure costs as per the the Economic Development Agreement with Zarsky Development Company, LLC for the Wildwood Trails Subdivision. (Finance Director).

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 is 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:

May 22, 2013 at 11:30 A.M. and remained so posted continuously for at least 72 hours preceding 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

1229 E. Ave B. CITY OF KINGSVILLE (5-18-12)

ADDRESS		OWNER		INSPECTOR		
LEGAL DESCRIPTION		Garcia AC		LOT	E/2 C/2 2	BLOCK 5
OWNER INFO		Francisco Resendez 213 Fairview Kingsville, TX. 78363				
PROPERTY CONDITION REPORT						
	ACCEPTABLE			CONDITIONS		
	YES	NO	NOT/APP	UNSAFE	SEVERE	HAZARD
						Remedies
1. YARD		X				
CONDITION		X				need cleaning
2. UTILITIES		X				
a. ELECTRICITY		X				
b. GAS		X				
c. WATER		X				
3. ROOF		X		X		
a. COVERING		X		X		
b. STRUCTURE		X		X		
4. WALLS		X		X		
a. EXTERIOR		X		X		
b. INTERIOR		X		X		
c. CEILINGS		X		X		
5. WINDOWS/DOORS		X		X		
a. SECURED		X		X		
b. CONDITION		X		X		
6. FOUNDATION		X		X		
a. FLOORS		X		X		
7. PLUMBING		X			X	
8. ELECTRICAL		X			X	
CODES	ADDITIONAL CONCERNS					
B. broken						
M. missing						
D. dirty						
X. unacceptable						
Bd. Bedroom						
Bt. Bathroom						
Kt. Kitchen						
Lv. Livingroom						
Dn. Diningroom						
Ft. front						
Bk back						
Lf. Left						
Rt. Right						

CITY OF KINGSVILLE

ADDRESS 1229 E. AVE B.		INSPECTOR Daniel Ramirez					
LEGAL DESCRIPTION GARCIA A C	BLOCK 5					LOT E/2 E/22	
OWNER NAME FRANCISCO RESENDEZ		ADDRESS 213 FAIRVIEW DR. KINGSVILLE, TEXAS 78363		CITY/STATE/ZIP			
PROPERTY CONDITION REPORT							
	ACCEPTABLE		CONDITIONS				
	YES	NO	N/A	UNSAFE	SEVERE	HAZARD	REMEDIES
Building							
a.Condition		X		UADP			
Yard							
a.Condition		X		VP			CLEANUP
Utilities							
a.Elec		X					
b.Gas		X					
c.Water		X					
Roof							
a.Covering		X		UNIP			
b.Structure		X		UNIP			
Walls							
a.Exterior		X		UBNIDP			
b.Interior							
c.Ceilings							
Windows/Doors							
a.Secured		X		UNP			
b.Condition		X		UNP			
Foundation							
a.Floors		X		UDP			
Plumbing			XP				
Electrical			XP				
B-Broken	V-Over Grown	N-Needs Repairs		A-Abandoned			
M-Missing	D-Dirty	I-Incomplete		D-Dilapidated			
U-Unacceptable	H-Hazard	O-Outdated		P-Pictures			
ADDITIONAL CONCERNS							
1. Deteriorated foundation. 2. An attractive nuisance to children. 3. A harbor for vagrants, vermin, criminals and immoral people. 4. Partially collapsed walls. 5. Exterior walls and other vertical structural members are found to be leaning. 6. Unsecured structure, 7. graffiti on walls. No remedies. 8 asbestos siding							
5/10/2013		Sign: <i>Daniel N. Ramirez</i>					

CONDEMNATION CHECKLIST

Property Address: 1229 E Ave B Phone: _____
 Property Owner: Francisco Resendez Phone: _____
 Owner's Address: 1229 E Ave B Fax: _____
Kingsville, TX 78363

BEGINNING DATE	ENDING DATE	ACTION
<input type="checkbox"/> <u>5-18-12</u>	<u>5-18-12</u>	1. Identify structure unfit for human habitation.
<input type="checkbox"/> <u>5-18-12</u>	<u>5-18-12</u>	2. Inspect Property. (Building Official)
		<input type="checkbox"/> a. Prepare inspection report.
		<input type="checkbox"/> b. Photograph property.
<input type="checkbox"/> <u>5-18-12</u>	<u>5-18-12</u>	3. Determine ownership from county assessment & tax collection record.
<input type="checkbox"/> <u>5-18-12</u>	<u>5-18-12</u>	4. Obtain legal description.
<input type="checkbox"/> <u>5-18-12</u>	<u>5-18-12</u>	5. Obtain or complete title report to verify ownership & other vested interests, such as mortgage holders, trustees, etc.
<input type="checkbox"/> <u>5-18-12</u>	<u>5-18-12</u>	6. Send Notice of Violation & copy of inspection report to property owner(s) of record. Request written response from owner within 10 days from Notice of Violation indicating action the owner intends to take within the next 30 days to correct substandard conditions.
<u>6-11-12</u>		7. If response is not received or is not adequate, proceed as follows:
<input type="checkbox"/> <u>5-2-13</u>	<u>5-2-13</u>	8. Send 20-day pre notification letter owner(s) & others with vested interest in property advising the date the property will be presented to City Council for consideration of condemnation.
<input type="checkbox"/> <u>5-2-13</u>	<u>5-2-13</u>	<input type="checkbox"/> a. Owner unknown or whereabouts not known or such owner is a nonresident of Texas.
		1) Post affidavit in newspaper twice a week for one week
<input type="checkbox"/> <u>5-2-13</u>	<u>5-2-13</u>	9. Post sign on property advising date the City Council will consider condemnation of structure.
<input type="checkbox"/> <u>5-6-13</u>	<u>5-6-13</u>	

☐ 5-6-13
☐ 5-6-13

5-6-13
 5-6-13

☐ _____

☐ _____

☐ _____

☐ _____

☐ _____

☐ _____

☐ _____

☐ _____

☐ _____

☐ _____

10. Photograph posted sign.

11. Prepare information packet for each City

Council member, plus one each for City Manager,
City Attorney & City Secretary consisting of

☐ a. Location Map

☐ b. Photographs of the structure

☐ c. Inspection report

☐ d. Pre-condemnation notice

☐ e. Condemnation resolution

12. Place condemnation action resolution &

supporting documentation for placement on the
City Council agenda.

13. City Council adopts condemnation resolution.

14. File Notice of Condemnation with the County
Clerk.

15. Send owner(s) & other vested interests the
following:

☐ a. Copy of the City Council resolution.

☐ b. 45-day order to demolish

16. Post 45-day Order to Demolish on structure.

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

18. Photograph posted notice.

19. Notify utility companies to disconnect &
remove services from structure for safe
demolition.

20. Issue Notice to Proceed to Public Works Dir.

21. Prepare demolition cost statement consisting of:

☐ a. Mailing fees

☐ b. Publication fees

☐ c. Demolition costs

☐ d. Landfill tipping fees

☐ e. Filing fees

☐ f. Administrative fees

☐ g. Any documentation miscellaneous costs



22. Send a letter & cost statement to the

Collections Department so they can send out bill.

Make copy of documents and send to the City

Attorney requesting a lien to be place on the
property.

CITY OF KINGSVILLE

P. O. BOX 1458 – KINGSVILLE, TEXAS 78364



April 29, 2013

Re: Structure at 1229 E. Ave B

Property Owner: Francisco Resendez

Approximately mid-January 2013 Ms. Bernal and I personally spoke with Mr. Resendez regarding the above mentioned address and the dilapidated state the structure was in. Mr. Resendez agreed to do repairs to the exterior of the structure to include the siding and begin the roof repair. Also, he was to abate the property of any nuisances. Mr. Resendez stated that the work would be completed in two weeks. To this date, no work has commenced. We will proceed with the condemnation process.

A handwritten signature in cursive script that reads "Daniel W. Ramirez".

Daniel Ramirez
Building Official

Letter received on 6/2/2012 through mail

6/11/2012

Proposed work for 1229 E AVE B

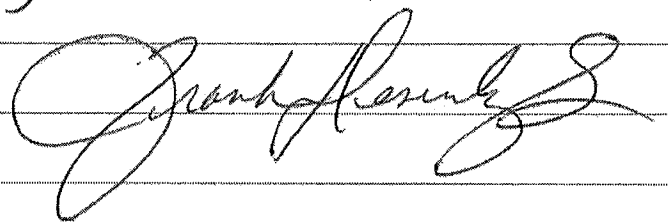
* I am in the process of obtaining estimates for repair or replacement of the roof

* I am in the process of obtaining estimates for ^{Exterior} siding repair

* I am in the process of obtaining estimates for the replacement of Electrical Service

* A Building Permit will be applied for by contractors licensed w/ the State of Texas & registered w/ city of Kingsville.

However, I can not begin working on this project until mid-July, As I live on a budgeted income. I am a plbg contractor just starting my business. I also have to provide medication for my insulin dependent daughter. Please consider granting my request for an extention period.



CITY OF KINGSVILLE



P. O. BOX 1458 – KINGSVILLE, TEXAS 78364

May 18, 2012

FRANCISCO RESENDEZ SR
1229 E AVE B
KINGSVILLE, TX 78363

Re: REF #1322005020000192 1229 E AVE B

Dear Sir or Madam:

It has been determined that the structure at **1229 E AVE B** is in a significant state of disrepair and creates a safety and health hazard to the surrounding area and the community at large. The structure is in direct violation to the City of Kingsville's Code of Ordinance § 15-1-165 Condemned Building or Structure; Specifications as adopted and as stated below.

§ 15-1-165 CONDEMNED BUILDING OR STRUCTURE; SPECIFICATIONS.

(A) Any building or structure of any type of material, whether public or private property, existing within the city limits, which is determined to be unsafe for or dangerous to human occupancy, shall be declared and be and become a condemned building or structure.

(B) The condemned buildings or structures mentioned in division (A) shall be determined to be such under the following listed terms and conditions:

(1) Any building or structure which, for want of repair or by reason of age or dilapidated condition, or for any causes, is especially liable to fire, and which is so situated as to endanger other buildings or property, or so occupied that fire would endanger persons or property therein.

(2) Any building or other structure which shall be determined to have a permanent or temporary plumbing condition existing in violation of the installation, maintenance and repair provisions of the City Plumbing Code presently duly enacted or to be duly enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the provisions of the Plumbing Code to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.

(3) Any building or other structure which shall be determined to have a permanent or temporary electrical installation condition existing in violation of the installation, maintenance or repair provisions of the City Electrical Code as it is presently duly enacted or may be enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the provisions of the Electrical Code to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.

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

(5) Any building or structure which shall be determined to have a permanent or temporary sanitary condition existing in violation of the various health and sanitation ordinances duly enacted and to be enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the provisions of the sanitation ordinances to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.

('62 Code, § 4-6-1)

AN INVESTIGATION HAS BEEN CONDUCTED ON THESE PREMISES FOR NON-COMPLIANCE WITH CITY ORDINANCES. YOU ARE HEREBY NOTIFIED THAT THESE VIOLATIONS LISTED MUST BE CORRECTED WITHIN THIRTY (30) CALENDAR DAYS (**June 21, 2012**) FROM RECEIPT THIS LETTER.

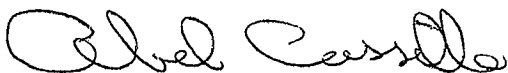
WE MUST RECEIVE WRITTEN RESPONSE FROM YOU WITHIN TEN (10) DAYS **May 31, 2012** FROM THIS NOTICE INDICATING THE ACTION YOU INTEND TO TAKE WITHIN THE NEXT THIRTY (30) CALENDAR (**June 21, 2012**) DAYS TO CORRECT SUBSTANDARD CONDITIONS.

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Abel Carrillo", with a stylized, cursive script.

Abel Carrillo, Building Official

As of Supplement # 0
CKI - CITY OF KINGSVILLE

Geo ID Order

07/21/2011 12:26PM

Prop ID	Owner	%	Legal Description	Effective Acres:	Imp HS:	Market:	Values
19341	46508	100.00	R Geo: 132200404003192 ESPINOZA PAULA L EST 1230 E AVE B KINGSVILLE, TX 78363-4010	0.000000	0	34,210	34,210
			GARCIA AC, BLOCK 4, LOT W/2 W/2		Imp NHS: 31,210	Prod Loss: 0	
					Land HS: 0	Appraised: 34,210	
				Acres: 0.0000	Land NHS: 3,000	Cap: 0	
			State Codes: A	Map ID:	Prod Use: 0	Assessed: 34,210	
			Situs: 1230 E AVE B	Mtg Cd:	Prod Mkt: 0	Exemptions:	
				DBA:			
Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable
CKI	CITY OF KINGSVILLE				34,210	0	34,210
16822	51755	100.00	R Geo: 132200501000192	Effective Acres: 0.000000	Imp HS: 0	Market: 6,000	
			GARCIA AC, BLOCK 5, LOT W/2 1		Imp NHS: 0	Prod Loss: 0	
			PO BOX 421973		Land HS: 0	Appraised: 6,000	
			HOUSTON, TX 77242-1973		Land NHS: 6,000	Cap: 0	
			State Codes: C	Map ID:	Prod Use: 0	Assessed: 6,000	
			Situs: 1219 E AVE B TX	Mtg Cd:	Prod Mkt: 0	Exemptions:	
				DBA:			
Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable
CKI	CITY OF KINGSVILLE				6,000	0	6,000
11772	50908	100.00	R Geo: 132200501400192	Effective Acres: 0.000000	Imp HS: 24,500	Market: 30,500	
			GARCIA RITA HERNANDEZ DE		Imp NHS: 0	Prod Loss: 0	
			1235 E AVE B		Land HS: 6,000	Appraised: 30,500	
			KINGSVILLE, TX 78363-4009		Land NHS: 0	Cap: 0	
			State Codes: A	Map ID:	Prod Use: 0	Assessed: 30,500	
			Situs: 1235 E AVE B	Mtg Cd:	Prod Mkt: 0	Exemptions: DP,HS	
				DBA:			
Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable
CKI	CITY OF KINGSVILLE				30,500	0	30,500
23301	50972	100.00	R Geo: 132200502000192	Effective Acres: 0.000000	Imp HS: 25,700	Market: 28,700	
			GARCIA ANDREA L (LIFE		Imp NHS: 0	Prod Loss: 0	
			EST)		Land HS: 3,000	Appraised: 28,700	
			ANNA ELIZA BARRERA		Land NHS: 0	Cap: 0	
			1245 E AVE B		Prod Use: 0	Assessed: 28,700	
			KINGSVILLE, TX 78363-4009		Prod Mkt: 0	Exemptions: HS,OV65	
			State Codes: A	Map ID:			
			Situs: 1245 E AVE B	Mtg Cd:			
				DBA:			
Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable
CKI	CITY OF KINGSVILLE				28,700	8,400	20,300
23910	19620	100.00	R Geo: 132200502001192	Effective Acres: 0.000000	Imp HS: 0	Market: 3,000	
			DE LA GARZA CARLOS		Imp NHS: 0	Prod Loss: 0	
			ETUX BELINDA		Land HS: 0	Appraised: 3,000	
			1247 E AVE B		Land NHS: 3,000	Cap: 0	
			KINGSVILLE, TX 78363-4009		Prod Use: 0	Assessed: 3,000	
			State Codes: C	Map ID:	Prod Mkt: 0	Exemptions:	
			Situs: 1227 E AVE B	Mtg Cd:			
				DBA:			
Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable
CKI	CITY OF KINGSVILLE				3,000	0	3,000
24546	28757	100.00	R Geo: 132200502002192	Effective Acres: 0.000000	Imp HS: 14,240	Market: 17,240	
			RESENDEZ FRANCISCO		Imp NHS: 0	Prod Loss: 0	
			1229 E AVE B		Land HS: 3,000	Appraised: 17,240	
			KINGSVILLE, TX 78363-4009		Land NHS: 0	Cap: 0	
			State Codes: A	Map ID:	Prod Use: 0	Assessed: 17,240	
			Situs: 1229 E AVE B	Mtg Cd:	Prod Mkt: 0	Exemptions: HS	
				DBA:			
Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable
CKI	CITY OF KINGSVILLE				17,240	0	17,240
25786	19620	100.00	R Geo: 132200502004192	Effective Acres: 0.000000	Imp HS: 81,560	Market: 84,560	
			DE LA GARZA CARLOS		Imp NHS: 0	Prod Loss: 0	
			ETUX BELINDA		Land HS: 3,000	Appraised: 84,560	
			1247 E AVE B		Land NHS: 0	Cap: 0	
			KINGSVILLE, TX 78363-4009		Prod Use: 0	Assessed: 84,560	
			State Codes: A	Map ID:	Prod Mkt: 0	Exemptions: HS	
			Situs: 1247 E AVE B	Mtg Cd:			
				DBA:			
Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable
CKI	CITY OF KINGSVILLE				84,560	0	84,560

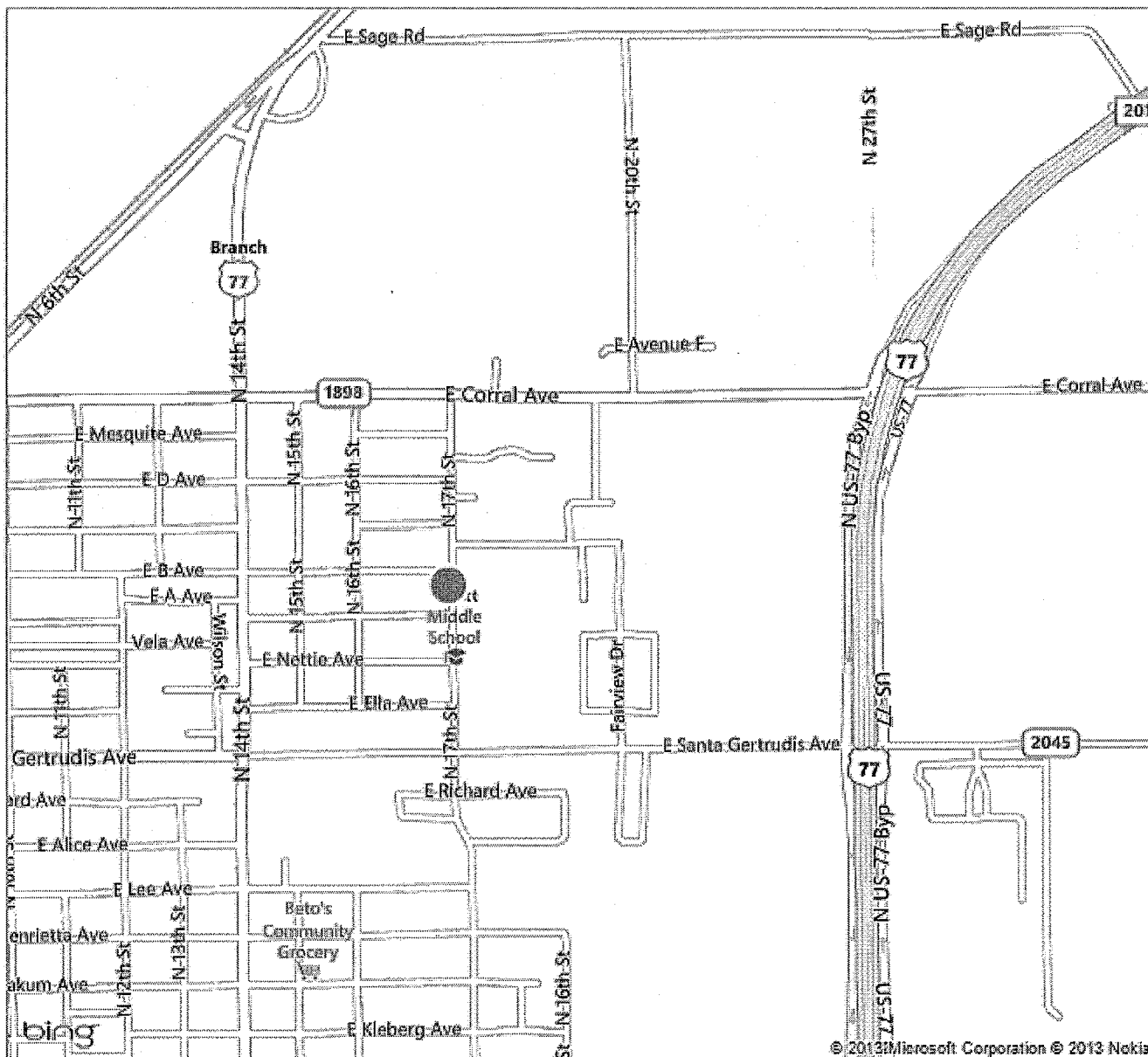
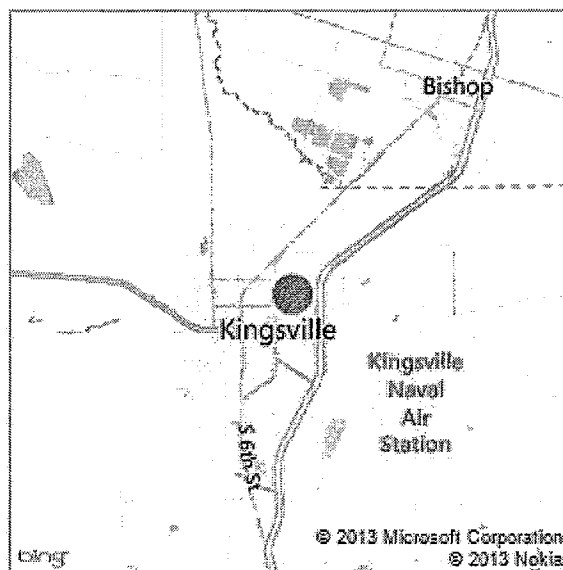
bing Maps

1229 E B Ave, Kingsville, TX 78363

My Notes



On the go? Use m.bing.com to find maps, directions, businesses, and more



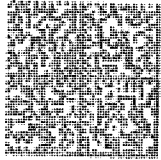


2077 OTTO 0000 4431 7295



- [illegible]

21-11-5



02 1M \$05.75⁰⁰
0004247745 MAY 21 2012
MAILED FROM ZIP CODE 78363

Francisco Road 3. S
1229 E Ave B
Kingsville TX 78363



Margie Del Bosque, Director of Elderly Services at 595-8573.

Deadlines and Policies

Society and church news, wedding and engagement announcements are printed in the Sunday editions of the Kingsville Record. The deadline for submitting information is 5 p.m. Wednesday.

Please note: engagement announcements must be received no later than 30 days before the wedding date. Wedding stories must be received no later than 30 days after the wedding. Anniversary stories must be received no later than 30 days after the celebration or anniversary date.

and athletic ability.

This year, the Johnsons chose to award the athletic scholarship to Senior Candice Ariella Mireles, daughter of Joe and Dawn Mireles.

Candice was awarded H.M. King Girls Singles District Tennis Player of the Year. Candice will continue her



Pictured is Twila Johnson awarding the scholarship to Candice Mireles. (Submitted photo)

education at Texas A&M will pursue a Bachelor of University-Kingsville and Biomedical Science Degree.

PUBLIC NOTICE

On May 28, 2013, the Kingsville City Commission had public hearings and action items to consider condemnation of the following properties. The City Commission found the structure(s) on each of the properties to be dangerous, unsafe, in violation of city ordinances, unable to be corrected without substantial expense of reconstruction, and a public nuisance. The Commission ordered the property owner/agent/person in charge of each of the properties to demolish the structure within 30 days:

603 ½ W Avenue D, Kingsville, Texas
426 W Huisache, Kingsville, Texas
822 E Ella, Kingsville, Texas
306 W Huisache, Kingsville, Texas
609 E. Mesquite, Kingsville, Texas
1229 E Avenue B, Kingsville, Texas

A copy of each order can be obtained from the City Secretary at City Hall (200 E. Kleberg Avenue, Kingsville, Texas) or by mailing her at P.O. Box 1458, Kingsville, Texas 78363.

Dr. E.C. McCall III, D.D.S.

116 South 4th St. • Kingsville, Texas 78363

(361) 595-4121

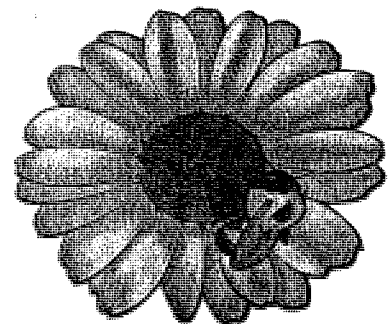
Office Hours: Monday - Thursday 8 am - 5 pm
Every other Friday until 4:00 pm

YOU MAY USE ONE OF THESE COUPONS DURING JUNE!

Present this coupon for the month of
JUNE to receive your

Orthodontic (Braces)

\$100



Financing available:

- Credit Cards • Care Credit
- Checks • Cash



ORDER OF DEMOLITION

WHEREAS, the City of Kingsville Building Official Daniel Ramirez inspected structure located at 1229 E. Avenue B, Kingsville, Texas and found it to be dangerous, unsafe and in violation of numerous city ordinances; and

WHEREAS, Building Official Ramirez sent a certified letter return receipt requested to the last known property owner as listed on the Kleberg County Appraisal District records for said location, advising said property owner of the need to correct the numerous city ordinance violations observed at the property in order to avoid further condemnation proceedings and published notice in the newspaper; and


WHEREAS, the violations were not corrected at the property within the time provided, a public hearing was held at the City Commission meeting on May 28, 2013 with regard to the property and the Building Official's findings were presented to the Commission; and

WHEREAS, the City Commission found the structure on the property to be dangerous, unsafe, in violation of city ordinances, unable to be corrected without substantial expense of reconstruction, and a public nuisance; and

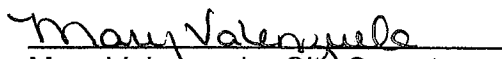
WHEREAS, by majority vote of the Kingsville City Commission the structure on the property was ordered to be demolished by the owner/agent/person in charge within 30 days of May 28, 2013.

NOW THEREFORE, I Sam R. Fugate as Mayor of the City of Kingsville, Texas, do hereby provide notice of the Kingsville City Commission's order for the property owner/agent/person in charge of 1229 E. Avenue B, Kingsville, Texas to demolish the structure thereon by June 28, 2013.

PASSED AND APPROVED by a majority vote of the City Commission of the City of Kingsville, Texas on the 28th day of May, 2013.


Sam R. Fugate
Mayor

ATTEST:


Mary Valenzuela, City Secretary

nament. In the bottom photo are Herrera in the back row and Aidan Vela, Chavez and Ricardo Quiroz in the front. (Submitted item)



PUBLIC NOTICE

The City Commission will meet on Tuesday, May 28, 2013 at 6:00 P.M. The following items are set for public hearing and discussion and / or action: Request to condemn the unsafe structures located at:

822 E ELLA
1229 E AVE B
609 E MESQUITE
426 W HUISCHE
2029 E GENERAL CAVAZOS
603 1/2 W AVE D
306 W HUISACHE

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

The meeting will be held at City Hall, 200 E Kleberg, at the City Commission Chambers.

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

Protect the things you cherish most.

D'yan Lopez-Garza
100 E KLEBERG AVE STE 338,
KINGSVILLE, TX 78363-4581
Dyan@DyanLopezInsurance.com



FARMERS

Call 361-592-8450 today for Auto, Home, Life and Business.

"Your Hometown Jeweler,
Always QUALITY work since 1993"

900 S. 14th Street • Kingsville
Phone/Fax: 361-592-0226
Mobile: 361-228-3333
manny.canales@hotmail.com

Diamond Jewels,
Gold Jewelry, Watches,
and Special Orders

JEWELRY PACKAGES
Every Day - Sunday May 12th

Jewelry KJ
Repair Center



Loans up to \$1,200,000

Application is fast and easy!
Se Habla Español

Atlas
CREDIT COMPANY
PERSONAL LOANS

\$ \$ \$ \$ \$ \$

We can help you
Mother's Day extra special

311 E. Kleberg • (361) 592-3400

Gifts for Mother's Day

GOT SCRAP? WE WILL PAY CASH!

CITY OF KINGSVILLE

ADDRESS 1229 E. AVE B.		INSPECTOR DANIEL	
LEGAL DESCRIPTION GARCIA A C	BLOCK 5	LOT E/2 E/22	
OWNER NAME FRANCISCO RESENDEZ	ADDRESS 213 FAIRVIEW	CITY/STATE/ZIP KINGSVILLE, TEXAS 78363	

PROPERTY CONDITION REPORT

	ACCEPTABLE			REASON CODE	COMMENTS
	YES	NO	N/A		
Building					
Condition		X		NIAP	
Yard					
Condition		X		VP	
Utilities					
Electric		X		MP	
Gas			X		
Water		X		MP	
Roof					
Covering		X		NIP	
Structure					
Walls					
Exterior		X		NIP	
Interior		X		NIMP	
Ceilings		X		NIMP	
Windows/Doors					
Secured	X				
Condition	X				
Foundation					
Floors	X				
Plumbing		X		IP	
Electrical		X		MIP	

REASON CODES

B-Broken	D-Dirty	I-Incomplete	D-Dilapidated
M-Missing	H-Hazard	O-Outdated	P-Pictures
V-Overgrown	N-Needs Repairs	A-Abandoned	

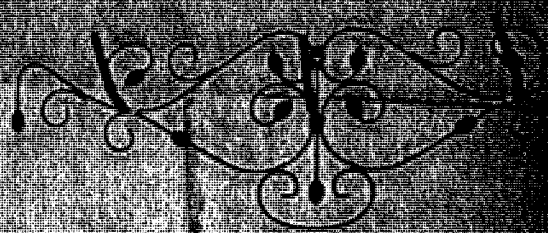
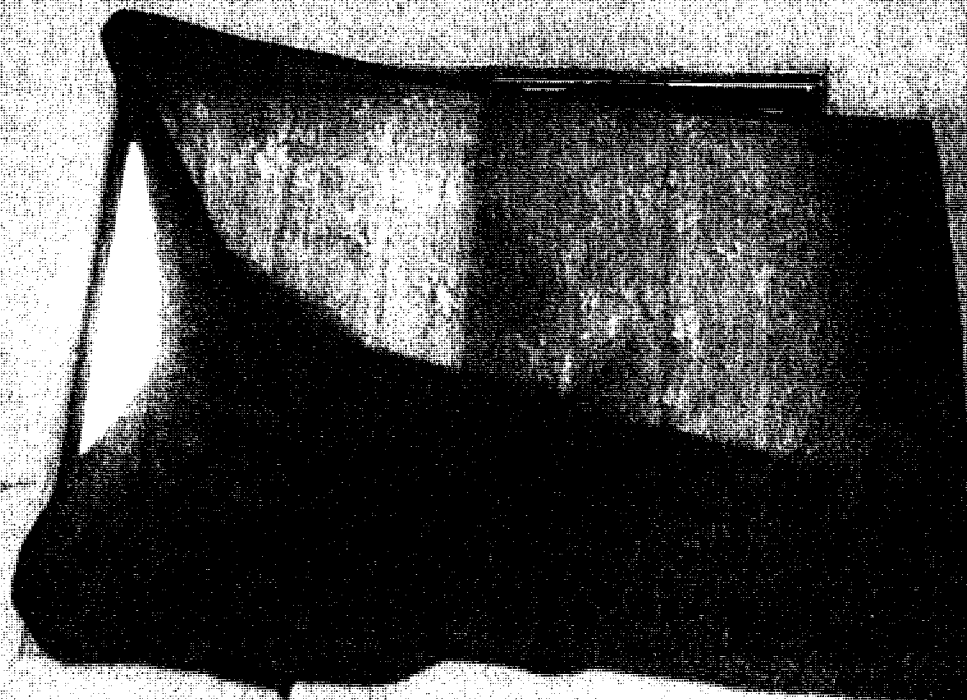
ADDITIONAL COMMENTS

1. ATTRACTIVE NUISANCE 2. HARBOR FOR VAGRANTS, VERMIN, CRIMINALS AND IMMORAL PEOPLE. 3. PARTIALLY UNCOVERED ROOF.

6/14/13

Sign

Henri H. Ramirez



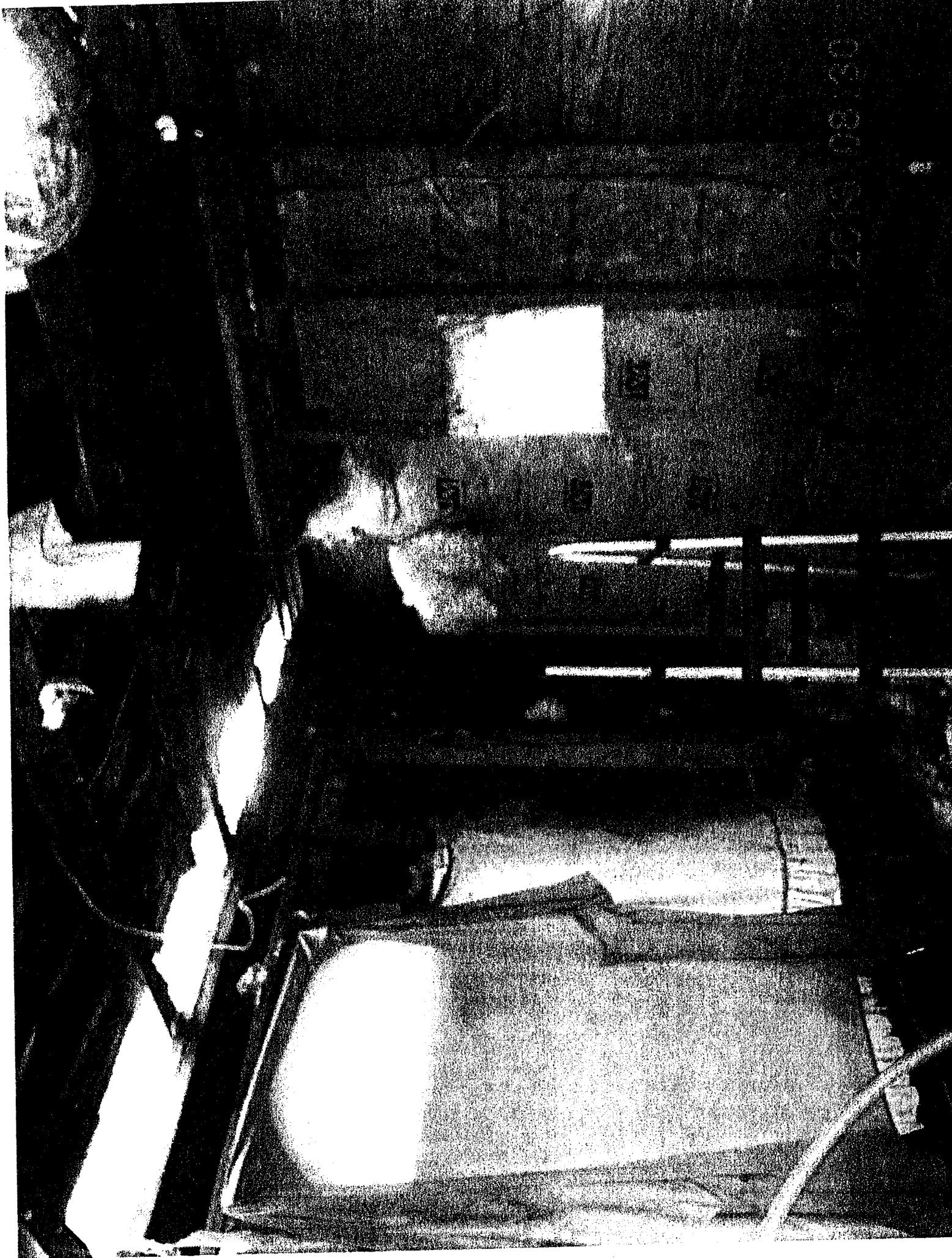
00.14



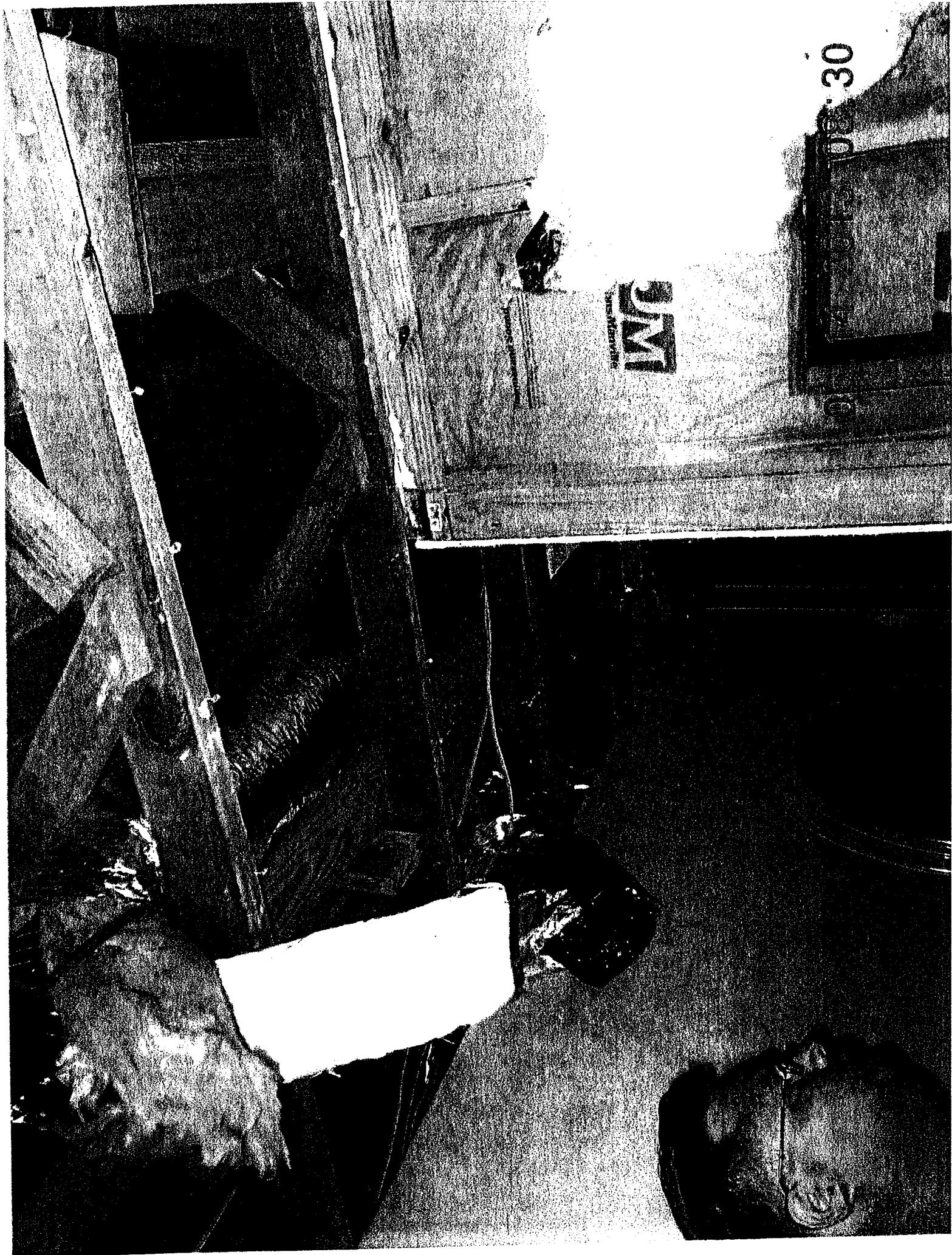
18:30

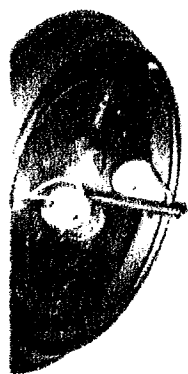




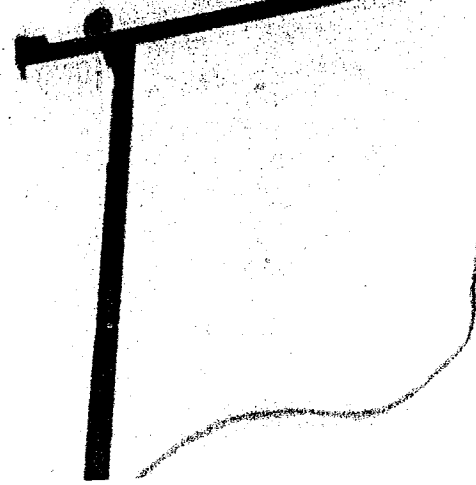
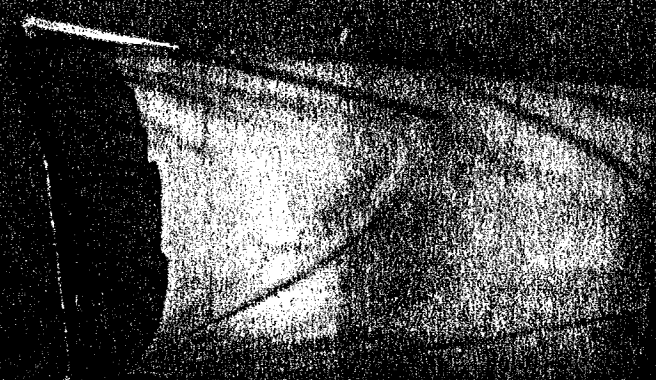


05:20 09:30

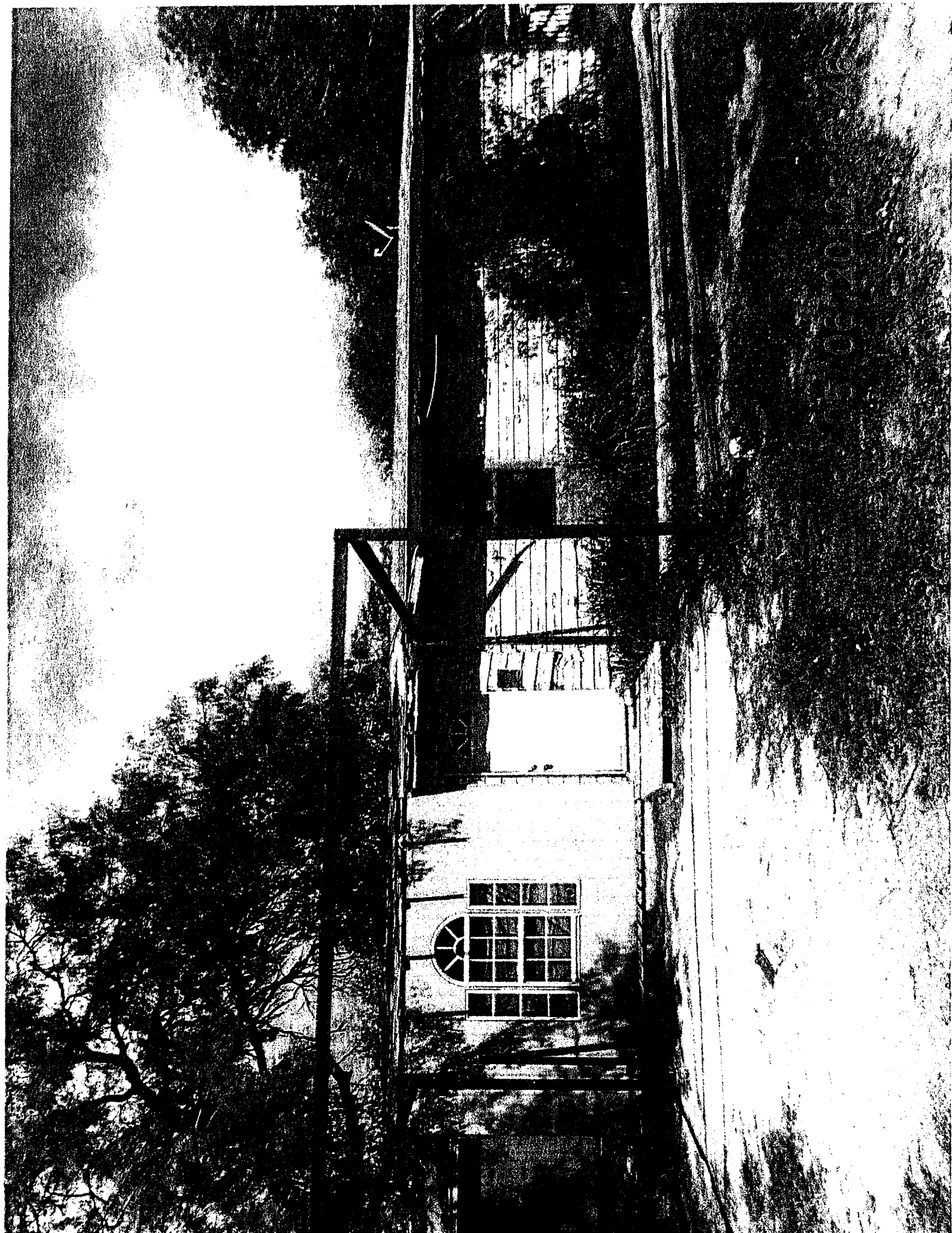


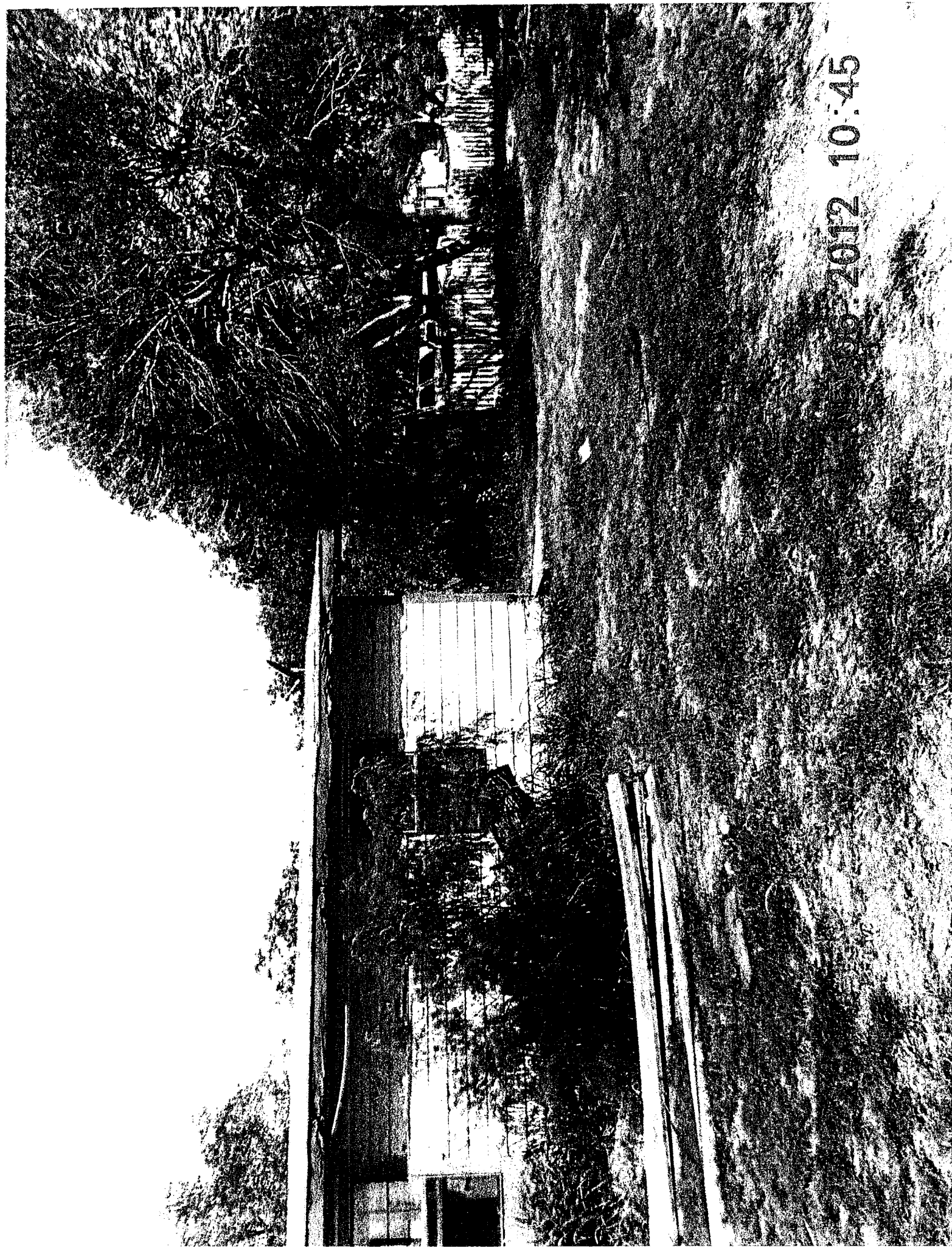


18:00 01.07.83

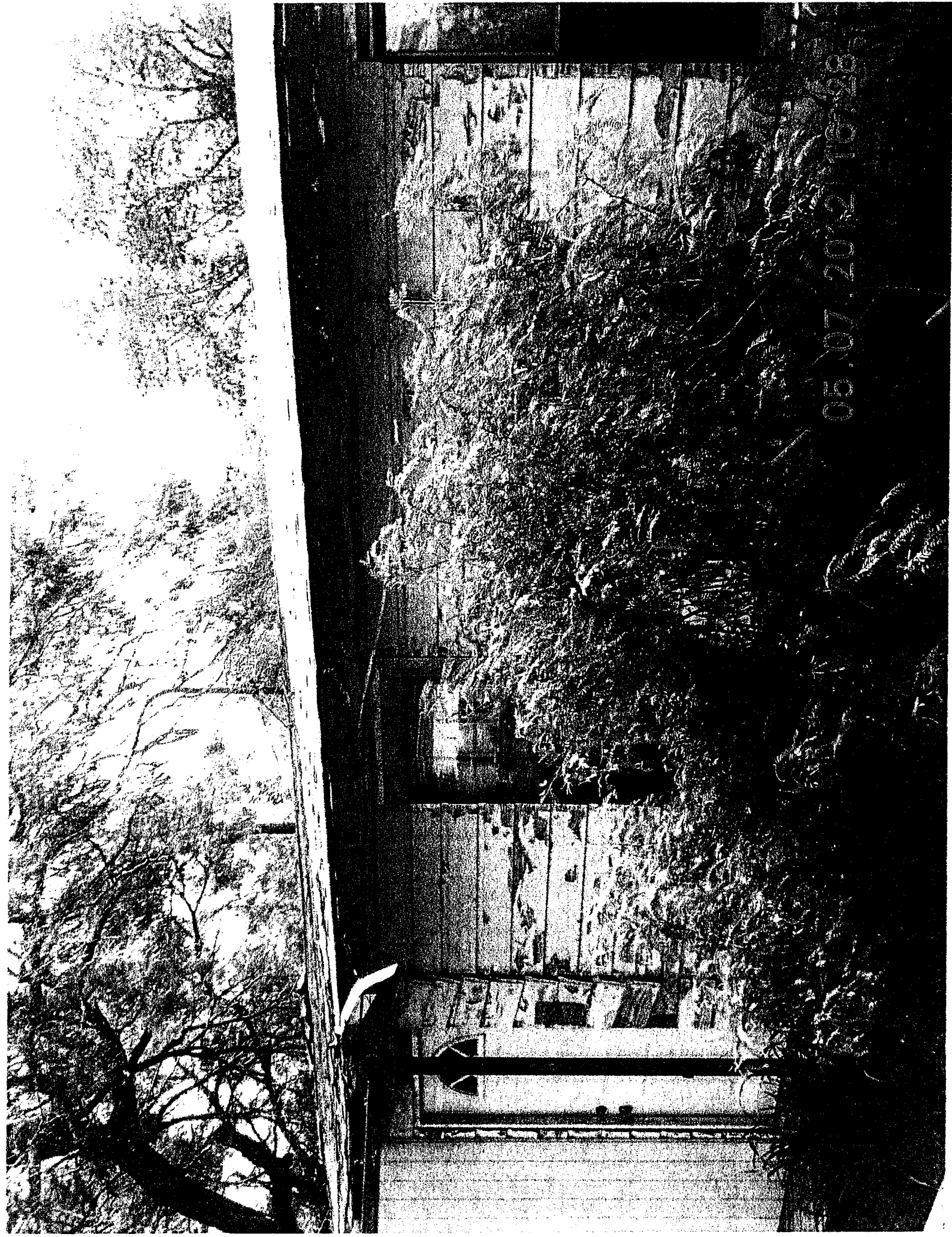


05.06.2012 10:45





09-2012 10:45



05.07.2012 16:28



BUILDING DEPARTMENT

City of Kingsville
Phone: 361-595-8019 Fax: 361-595-8035

CERTIFIED MAIL – RETURN RECEIPT #7011 1570 0000 4433 2212

May 2, 2013

FRANCISCO RESENDEZ
1229 E AVE B
KINGSVILLE, TX 78363

Re: **HEARING FOR PROPERTY AT 1229 E AVE B**

Dear Sir or Madam:

On May 18, 2012, a letter was sent from the City of Kingsville stating that your property located at **1229 E AVE B** was a fire hazard or was dangerous to human life, or constitutes a hazard to safety or health or public welfare by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment such that the structures located thereon are unsafe and a nuisance. In that letter, you were further advised that you needed to repair or demolish the structures within a certain timeframe. As the timeframe has passed and the unsafe structures on your property have not been repaired or demolished, the structures on your property are being recommended for condemnation before the Kingsville City Commission.

You are hereby cited to appear before the City Commission at a public hearing on **Tuesday, MAY 28, 2013 at 6:00 p.m.** to show cause why such structures should not be condemned. You may appear in person, by agent or by counsel at the hearing. You will need to submit at the hearing proof of the scope of any work that may be required to comply with city ordinances and the time it will take to reasonably perform the work. The condemnation hearing is set for MAY 28, 2013.

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

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

Sincerely,


Daniel Ramirez
Building Official

DATE 05/08/2013

STATEMENT OF ALL TAXES DUE

SD

MELISSA T DELAGARZA, RTA
P O BOX 1457
KINGSVILLE, TX 78364-1457
(361) 595-8542

* PROPERTY DESCRIPTION ACCT # 1-322-005-02002-192 *
* *
* GARCIA AC, BLOCK 5, LOT E/2 E/2 2 *
* *
* *
* TOWN - LOCATION- 1229 E AVE B *
* ACRES - .160 *
* *
* LAND MKT VALUE 3000 IMPR/PERS MKT VALUE 14240 *
* LAND AGR VALUE MKT. BEFORE EXEMPTS 17240 *
* LIMITED TXBL. VALUE *
* EXEMPTIONS GRANTED: NONE *

RESENDEZ FRANCISCO

213 FAIRVIEW DR

KINGSVILLE TX 78363

	LEVY	P & I	ATTY FEES	AMT DUE
TAXES 2010	303.04	121.21	84.85	509.10
TAXES 2011	537.70	150.56	137.65	825.91
TAXES 2012	541.86	70.45	.00	612.31
	-----	-----	-----	-----
	1,382.60	342.22	222.50	1,947.32
				=====
			TOTAL DUE 05/2013	1,947.32
ACCT # 1-322-005-02002-192			TOTAL DUE 06/2013	1,968.22
			TOTAL DUE 07/2013	2,122.42
			TOTAL DUE 08/2013	2,139.05

* BREAKDOWN OF TAX DUE BY JURISDICTION *
* JURISDICTION TAXES PEN & INT ATTY FEES TOTAL *
* KLEBERG COUNTY 377.78 100.92 66.72 545.42 *
* CITY OF KINGSVILLE 435.60 117.61 77.83 631.04 *
* KINGSVILLE ISD 540.30 116.28 73.10 729.68 *
* SOUTH TX WATER AUTH 28.92 7.41 4.85 41.18 *

TAX LEVY FOR THE CURRENT ROLL YEAR: 137 128.41
TAX LEVY FOR THE CURRENT ROLL YEAR: CITY 145.20
TAX LEVY FOR THE CURRENT ROLL YEAR: KISD 257.58
TAX LEVY FOR THE CURRENT ROLL YEAR: STWA 10.67
TOTAL TAX LEVY FOR THE CURRENT ROLL YEAR 541.86

CONSENT AGENDA

AGENDA ITEM #1



**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

gvl From: Guillermo Vera, Commander, Kingsville Task Force

Date: October 17, 2013

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 Richard Kirkpatrick to attend the 32 Hour Specialized Course that will satisfy the annual DIAP-EPIC Instructor Recertification requirements and is being held in Merrillville, Indiana. The course is being held by the Drug Interdiction Assistance Program (DIAP) and will be attended by approximately 30 Federal, State, and Local law enforcement officials.

The training course is scheduled for Monday, November 4 to Friday, November 8th, 2013. DIAP will assume all of Agent Kirkpatrick's authorized travel expenses and per diems.

If this request is approved, can it be placed on the Regular City's Commissioners Court Agenda for October 28, 2013? Your kind consideration to this request is greatly appreciated.

Cc: Ken Starrs, Assistant Commander
Richard Kirkpatrick, Special Agent
File

Attachment



RICHARD KIRKPATRICK <r.kirkpatrick@kingsvilletaskforce.com>

FW: 1st Quarter Recert & Specialized Course

5 messages

Richard Kirkpatrick <[REDACTED]>
To: r.kirkpatrick@kingsvilletaskforce.com

Fri, Sep 13, 2013 at 12:54 PM

From: shannon.chelf@dot.gov [mailto:shannon.chelf@dot.gov]
Sent: Friday, September 13, 2013 12:41 PM
To: [REDACTED]
Subject: FW: 1st Quarter Recert & Specialized Course
Importance: High

From: Chelf, Shannon (FMCSA)
Sent: Friday, August 09, 2013 8:11 AM
Cc: Murray, Danielle CTR (FMCSA); Smid, James (FMCSA); Proctor, Frank C (Frank.C.Proctor@usdoj.gov); Ingram-Diaz, Kimberly (Kimberly.X.Ingram-Diaz@usdoj.gov); Mike Snyders (mrsnyders@nhac.org)
Subject: 1st Quarter Recert & Specialized Course
Importance: High

Hello DIAP-EPIC Instructors,

Once again this year we are partnering with the Illinois State Police in conducting a 32 Hour Specialized Course that will also satisfy the annual Instructor Recertification requirement. Due to the success of this course the past two years, this year we are expanding! The Indiana State Police and Michigan State Police will be participating, resulting in three different groups of approximately 30 students each.

Our goal is 30 total Instructors, or 10 per group, so your assistance is needed if at all possible.

Travel and logistics will be as follows:

- Sunday November 3: all Instructors not located within commuting distance will travel to Lombard, IL and spend the night at the Embassy Suites
- Monday November 4, morning: all Instructors will receive their annual Instructor Recertification at the

District 15 headquarters (2700 Ogden Avenue, Downers Grove – same as past two years)

- Monday November 4, afternoon: all Instructors working with the Indiana and Michigan groups will relocate to their hotel in Merrillville, IN. All Instructors working with Illinois group will remain at the Lombard Embassy Suites
- Tuesday November 5 – Thursday November 7: All Instructors will train with their teams on the designated roadways during their assigned shifts (2 shifts per day TBA)
- Friday November 8, morning – The Illinois group will meet at the District 15 headquarters for debriefing and a conference call line will be provided. Rather than the Indiana and Michigan groups traveling back to Lombard, they will meet at a TBA location with a conference call line and participate in the debriefing. DHE and EPIC may be able to provide resources that will enhance this debriefing session.
- Friday November 8, afternoon – Travel begins. We will work with the Indiana and Michigan Instructors who require air travel to make their return flights as friendly as possible, to include using the Indianapolis airport if returning to Chicago is impractical.

We respectfully ask you to please reply as to your availability no later than August 27th in order to allow us time get your Agency the necessary Request Letters and to backfill any openings.

As things firm up, emails will follow with detailed hotel, transportation, highway and shift information. Thank you for your continued support of DIAP and the valuable assistance you provide. We do appreciate everything you do for us more than you will ever know.

As always, all authorized travel expenses will be covered by DIAP.

Shannon & Cody

Shannon Chelf

FMCSA/NTC/DIAP

202.306.5848 [**mobile**]

877.561.1787 [**fax**]

703.235.0622 [**office**]

shannon.chelf@dot.gov

AGENDA ITEM #2

Good Morning ADC Members,

The Association of Defense Communities will gather leaders from DoD, Congress, communities and industry to explore alternative approaches to assessing and reducing DoD excess infrastructure at ADC's **2013 Defense Policy Forum: Are There Alternatives to BRAC?**, on **Tuesday, November 12, from 8:00 AM to 12:30 PM ET** at the University Club in Washington, DC.

The clear congressional opposition to the Pentagon's request to hold a new BRAC round does not change DoD's need to find new ways to trim installation costs. If not BRAC, then what alternatives exist to meet the budget goals of DoD, community interests and the political reality of Congress? By gathering key leaders from DoD, Congress, communities and industry, ADC is interested in exploring what those alternatives look like and their feasibility.

Invited DoD and congressional participants in this "think tank" event include:

- John Conger, Acting Deputy Under Secretary of Defense, Installations & Environment
- David Clifton, Deputy Commander, Marine Corps Installations Command
- Kathleen I. Ferguson, Acting Assistant Secretary of the Air Force for Installations, Environment and Logistics
- Joe Ludovici, Principal Deputy Assistant Secretary of the Navy (Energy, Installations and Environment)
- Lucian Niemeyer, Professional Staff Member, Senate Armed Service Committee
- Diane Randon, Deputy Assistant Chief of Staff for Installation Management,

<http://us-mg205.mail.yahoo.com/neo/launch?.partner=sbc&.rand=aloai4asorqbp>

10/17/2013

Office of Assistant Chief of Staff for Installation Management

- Randall Robinson, Principal Deputy Assistant Secretary of the Army for Installations and Environment
- Dave Sienicki, Professional Staff Member, House Armed Services Committee

Joining these key decision makers will be invited leaders from communities, states and industry. All participants will participate in a half-day event that includes briefings on BRAC alternatives, breakout discussions to evaluate ideas and a briefing to share concepts with key DoD leaders. **Participation in this event is limited and available on a first-come-first-serve basis.** We are inviting all ADC members first.

Our goal of this forum is to find politically feasible solutions to the military's budget and infrastructure challenges that work for communities. The status quo of policy gridlock is not in best interest of America's defense communities or our nation's military. It is time for us to put together our collective expertise to identify solutions that meet everyone's goals.

More information can be found on the [event website](#). Registration is \$100 for ADC members, \$150 for non-ADC members. The event is limited to 75 participants. [Click here to register today!](#)

Todd Herberghs

Chief Operating Officer

Association of Defense Communities

1023 15th Street NW, Suite 200

Washington, DC 20005

Tel: (202) 822-5256 ext. 422

Fax: (202) 289-7499

therberghs@defensecommunities.org

<image001.jpg>

The Voice of America's Defense Communities

REGULAR AGENDA

AGENDA ITEM #3



CITY OF KINGSVILLE

P.O. BOX 1458
KINGSVILLE, TX 78364

REPORT ADDRESS 1229 E. AVE B.		INSPECTOR DANIEL RAMIREZ	
LEGAL DESCRIPTION GARCIA A C	BLOCK 5	LOT E/2 E/22	
OWNER NAME FRANCISCO RESENDEZ	OWNER'S ADDRESS 213 FAIRVIEW	CITY/STATE/ZIP KINGSVILLE, TEXAS 78363-2714	

PROPERTY CONDITION REPORT

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

REASON CODES:

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

COMMENT CODES:

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

BUILDING OFFICIAL COMMENTS:

JUNE 24 AGENDA ITEM # 12) 60 DAYS WERE GIVEN) 60 EXPIRED ON AUG. 26) ON OCT. 28 (COMMISSION MTG.,
MR. RESENDEZ HAS HAD 127 DAYS TO MEET CRITERIA.
REPAIRS ARE NOT DONE ACCORDING TO COMMISSION AGREEMENT.

SIGNATURE:

Daniel H. Ramirez
DANIEL H. RAMIREZ, CITY OF KINGSVILLE BUILDING OFFICIAL

DATE: 10/21/2013

2009 PRELIMINARY ROLL

CKI - CITY OF KINGSVILLE

Geo ID Order

05/22/2009 16:16PM

Prop ID	Owner	%	Legal Description	Values
24546	28757	100.00	R Geo: 132200502002192 RESENDEZ FRANCISCO 1229 E AVE B KINGSVILLE, TX 78363-4009	Effective Acres: 0.000000 Acres: 0.0000 Map ID: Mtg Cd: DBA:
				Imp HS: 14,240 Imp NHS: 0 Land HS: 3,000 Land NHS: 0 Prod Use: 0 Prod Mkt: 0
				Market: 17,240 Prod Loss: 0 Appraised: 17,240 Cap: 0 Assessed: 17,240 Exemptions: HS

Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				17,240	0	17,240	0.801870	138.24

25786	19620	100.00	R Geo: 132200502004192 DE LA GARZA CARLOS ETUX BELINDA 1247 E AVE B KINGSVILLE, TX 78363-4009	Effective Acres: 0.000000 Acres: 0.0000 Map ID: Mtg Cd: DBA:	Imp HS: 81,560 Imp NHS: 0 Land HS: 3,000 Land NHS: 0 Prod Use: 0 Prod Mkt: 0	Market: 84,560 Prod Loss: 0 Appraised: 84,560 Cap: 2,423 Assessed: 82,137 Exemptions: HS
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Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				82,137	0	82,137	0.801870	658.63

15738	14440	100.00	R Geo: 132200503000192 GONZALEZ NOE O 1010 N 17TH ST KINGSVILLE, TX 78363-4079	Effective Acres: 0.000000 Acres: 0.0000 Map ID: Mtg Cd: DBA:	Imp HS: 50,150 Imp NHS: 0 Land HS: 3,000 Land NHS: 0 Prod Use: 0 Prod Mkt: 0	Market: 53,150 Prod Loss: 0 Appraised: 53,150 Cap: 526 Assessed: 52,624 Exemptions: HS,OV65
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Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				52,624	8,400	44,224	0.801870	354.62

16343	15264	100.00	R Geo: 132200503001192 GARZA SOVEIDA G 1248 E AVENUE A KINGSVILLE, TX 78363-4041	Effective Acres: 0.000000 Acres: 0.0000 Map ID: Mtg Cd: DBA:	Imp HS: 27,490 Imp NHS: 0 Land HS: 3,000 Land NHS: 0 Prod Use: 0 Prod Mkt: 0	Market: 30,490 Prod Loss: 0 Appraised: 30,490 Cap: 0 Assessed: 30,490 Exemptions: HS,OV65
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Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				30,490	8,400	22,090	0.801870	177.13

16968	42126	100.00	R Geo: 132200503002192 CRUZ TERESA 1244 E AVENUE A KINGSVILLE, TX 78363-4041	Effective Acres: 0.000000 Acres: 0.0000 Map ID: Mtg Cd: DBA:	Imp HS: 7,600 Imp NHS: 0 Land HS: 3,000 Land NHS: 0 Prod Use: 0 Prod Mkt: 0	Market: 10,600 Prod Loss: 0 Appraised: 10,600 Cap: 0 Assessed: 10,600 Exemptions: HS
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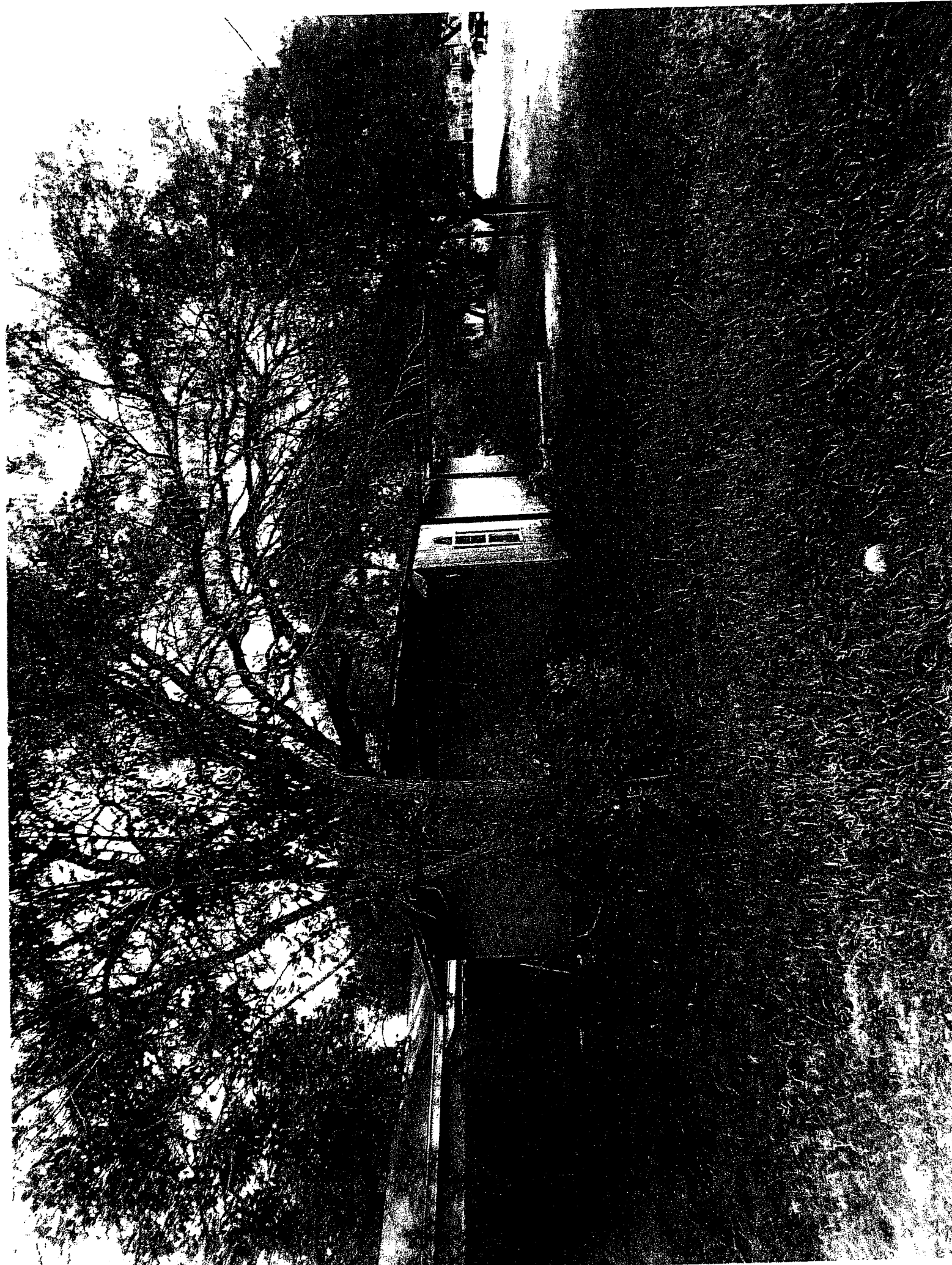
Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				10,600	0	10,600	0.801870	85.00

17573	46847	100.00	R Geo: 132200503003192 PALACIOS JULIAN ALONZO PO BOX 5962 CORPUS CHRISTI, TX 78465-59	Effective Acres: 0.000000 Acres: 0.0000 Map ID: Mtg Cd: DBA:	Imp HS: 0 Imp NHS: 36,780 Land HS: 0 Land NHS: 3,000 Prod Use: 0 Prod Mkt: 0	Market: 39,780 Prod Loss: 0 Appraised: 39,780 Cap: 0 Assessed: 39,780 Exemptions:
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Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				39,780	0	39,780	0.801870	318.98

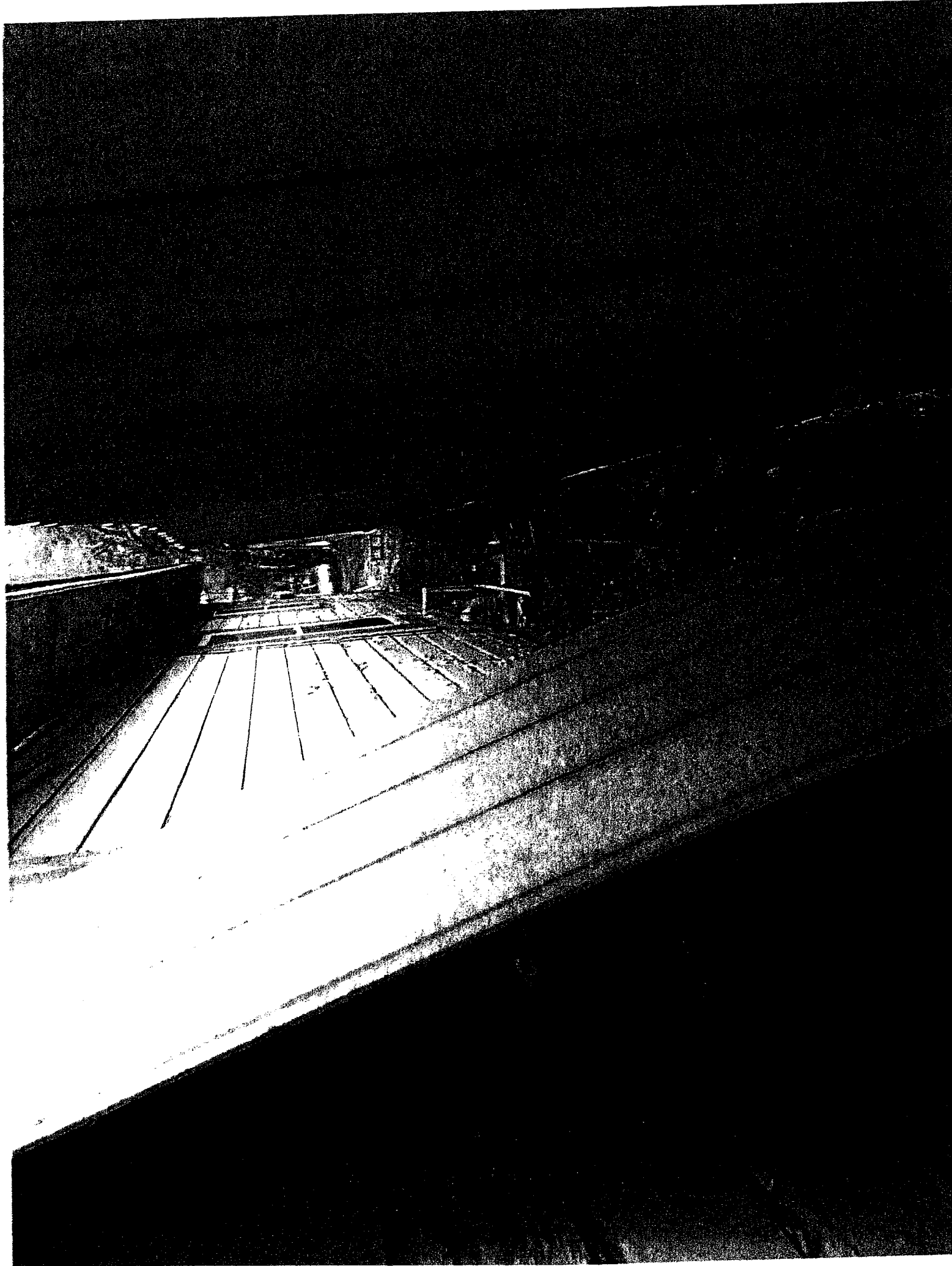
24058	28749	100.00	R Geo: 132200504000192 HERNANDEZ DAVID 109 W CHAVEZ AVE KINGSVILLE, TX 78363-9654	Effective Acres: 0.000000 Acres: 0.0000 Map ID: Mtg Cd: DBA:	Imp HS: 0 Imp NHS: 0 Land HS: 0 Land NHS: 3,000 Prod Use: 0 Prod Mkt: 0	Market: 3,000 Prod Loss: 0 Appraised: 3,000 Cap: 0 Assessed: 3,000 Exemptions:
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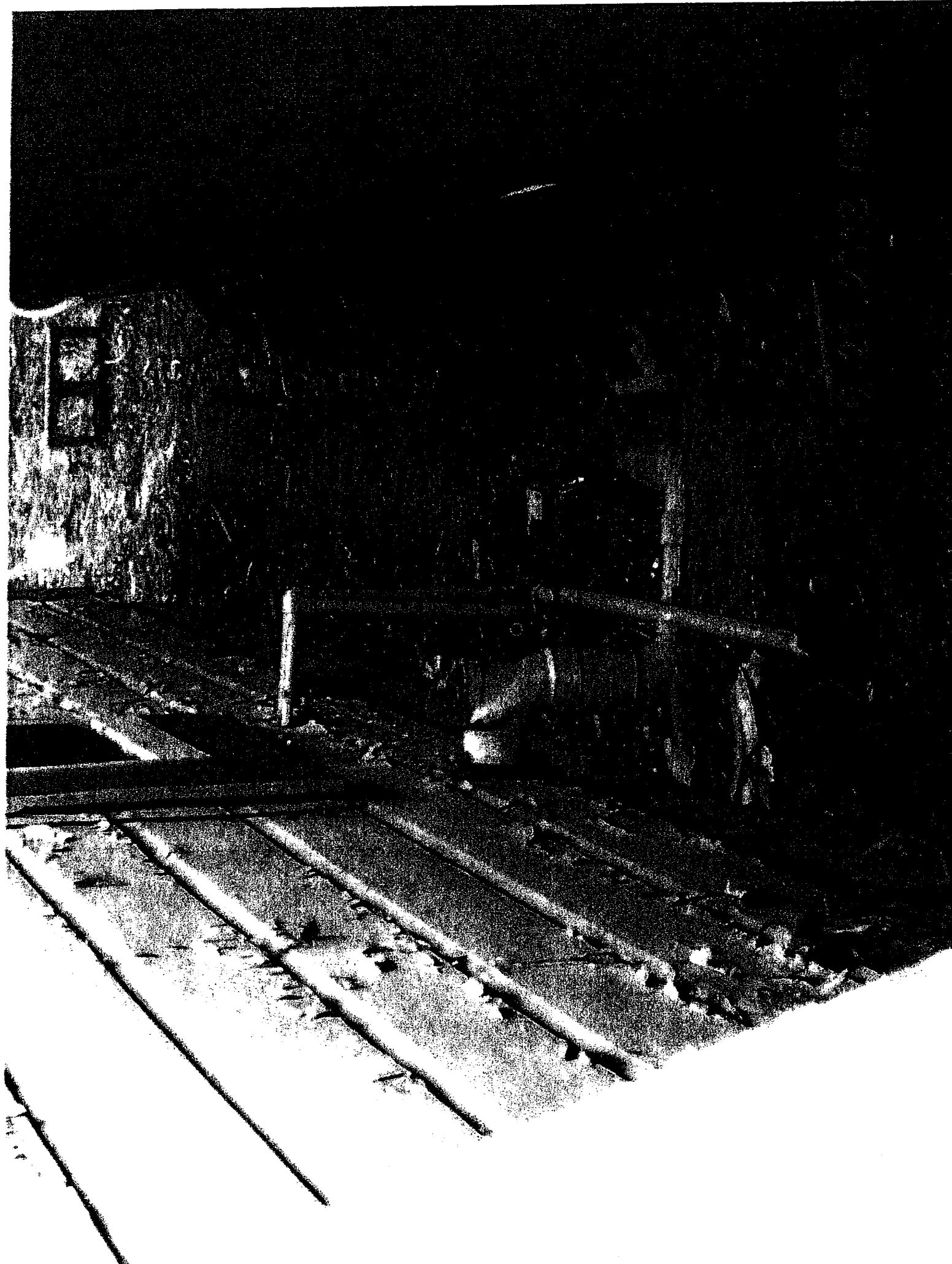
Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				3,000	0	3,000	0.801870	24.06

















PUBLIC NOTICE

THE CITY COMMISSIONER WILL BE HOLDING PUBLIC HEARINGS ON THE FOLLOWING MATTERS: 1. THE CITY OF CHICAGO'S PROPOSED BUDGET FOR THE FISCAL YEAR 1991. 2. THE CITY OF CHICAGO'S PROPOSED BUDGET FOR THE FISCAL YEAR 1992.

THE HEARINGS WILL BE HELD AT THE CITY OF CHICAGO, 111 N. LAKE STREET, CHICAGO, ILLINOIS 60602.

THE HEARINGS WILL BE HELD ON THE FOLLOWING DATES: 1. MONDAY, JANUARY 14, 1991, 10:00 AM TO 12:00 PM. 2. MONDAY, JANUARY 14, 1991, 2:00 PM TO 4:00 PM. 3. MONDAY, JANUARY 14, 1991, 6:00 PM TO 8:00 PM.

THE HEARINGS WILL BE HELD AT THE CITY OF CHICAGO, 111 N. LAKE STREET, CHICAGO, ILLINOIS 60602.

THE HEARINGS WILL BE HELD AT THE CITY OF CHICAGO, 111 N. LAKE STREET, CHICAGO, ILLINOIS 60602.

DAILY LUNCH SPECIALS

BY DELIVERY

CHICAGO'S FINEST DELIVERY SERVICE

NUMBER YOUR ROOMS DOWN IN THE

Larkin Mack Street Cafe

213 E. KLEBERG • 592-9333

RETAILER/WHOLESALE

CHICAGO'S FINEST DELIVERY SERVICE

\$40 - \$1300

CHICAGO'S FINEST DELIVERY SERVICE

City of Kingsville, Texas

AGENDA CITY COMMISSION

**MONDAY, JUNE 24, 2013
REGULAR MEETING**

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

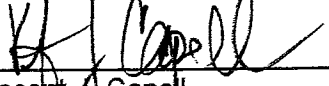
I. Preliminary Proceedings.

OPEN MEETING

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

MINUTES OF PREVIOUS MEETING(S) – Required by Law
Special Meeting – June 4, 2013
Regular Meeting – June 10, 2013

APPROVED BY:



Vincent J. Capell
City Manager

II. Public Hearing - (Required by Law).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 2012-2013 Budget of the State Forfeiture Fund and Kingsville Law Enforcement Fund for the purchase of vehicles and equipment for the Police Department. (Director of Finance.)
2. Motion to approve resolution authorizing collection fee in the amount of 30% of debts and accounts receivable such as unpaid fines, fees, court costs, forfeited bonds, and restitution ordered paid by a municipal court serving the city, and amounts in cases in which the accused has failed to appear: 1) as promised under subchapter A, Chapter 543, Transportation Code, or other law; 2) in compliance with a lawful written notice to appear issued under Article 14.06(b), Texas Code of Criminal Procedure, or other law; 3) in compliance with a lawful summons issued under Article 15.03(b), Texas Code of Criminal Procedure; 4) in compliance with a lawful order of a court serving the city; or 5) as specified in a citation, summons, or other notice authorized by section 682.002, Transportation Code, that charges the accused with a parking or stopping offense, when such debts, accounts receivable and amounts are more than 60 days past due and have been referred to an attorney or other vendor for collection; repealing all conflicting resolutions and providing for an effective date. (City Attorney).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

3. Consider resolution establishing a Kingsville Main Street Downtown Plan for the City of Kingsville, Texas. (Tourism Director).
4. Consider resolution authorizing City Manager to enter into an Interlocal Agreement for Cooperative Purchasing of Goods, Products and/or Services between the City of Kingsville and the City of Bedford, Texas. (Director of Purchasing and IT).
5. Consider authorizing staff to move forward with improvements for Phase 1 of the Downtown Pavilion Improvement Project. (Director of Purchasing and IT).
6. Consider introduction of an ordinance amending the Fiscal Year 2012-2013 Budget of the General Fund for improvements to the City of Kingsville Downtown Pavilion. (Director of Finance).
7. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances by amending Chapter III, Article 7, Personnel Policies, Section 1

Classification and Compensation Plan to add the position of Accounting Supervisor and Landfill Foreman to the Compensation and Classification Plan for Fiscal Year 2012-2013. (Director of Human Resources).

8. Consider resolution approving cooperation with the Steering Committee of Cities served by AEP TCC to review AEP Texas Central Company's requested approval of an adjustment to its energy efficiency cost recovery factor; hiring legal and consulting services to negotiate with the company and direct any necessary litigation and appeals (with all costs paid by the utility); finding that the meeting at which this resolution is passed is open to the public as required by law; requiring legal notice of this resolution to legal counsel. (City Attorney).

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

10. Consider possible action in Mendoza v. City of Kingsville case. (City Attorney).

11. Consider introduction of an ordinance amending the Fiscal Year 2012-2013 Budget of the General Fund for Legal Department Professional Services. (Director of Finance).

12. Consider condemnation order for 1229 E. Avenue B, Kingsville, Texas. (Director of Planning & Development Services).

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.

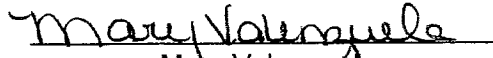
NOTICE

This City of Kingsville and Commission Chambers is 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:

June 20, 2013 at 4:00 P.M. and remained so posted continuously for at least 72 hours preceding 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

City of Kingsville, Texas

AGENDA CITY COMMISSION

**TUESDAY, MAY 28, 2013
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)

**MINUTES OF PREVIOUS MEETING(S) – Required by Law
Special Meeting – May 10, 2013
Regular Meeting – May 13, 2013**

APPROVED BY:



Vincent J. Capell
City Manager

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

1. Public hearing regarding condemnation proceeding for structures located at 603 ½ W. Avenue D, Kingsville, Texas. (Director of Planning & Development Services).
2. Public hearing regarding condemnation proceeding for structures located at 2029 General Cavazos Blvd., Kingsville, Texas. (Director of Planning & Development Services).
3. Public hearing regarding condemnation proceeding for structures located at 426 W. Huisache, Kingsville, Texas. (Director of Planning & Development Services).
4. Public hearing regarding condemnation proceeding for structures located at 822 E. Ella, Kingsville, Texas. (Director of Planning & Development Services).
5. Public hearing regarding condemnation proceeding for structures located at 306 W. Huisache, Kingsville, Texas. (Director of Planning & Development Services).
6. Public hearing regarding condemnation proceeding for structures located at 609 E. Mesquite, Kingsville, Texas. (Director of Planning & Development Services).
7. Public hearing regarding condemnation proceeding for structures located at 1229 E. Avenue B, Kingsville, Texas. (Director of Planning & Development Services).

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. Consider final passage of an ordinance amending the City of Kingsville Code of Ordinances Chapter VII, Article 8, Traffic Control Devices, providing for the installation of a stop sign on Huisache Ave. at 8th Street for east and west bound traffic. (City Engineer/Public Works Director).
2. Consider final passage of an ordinance of the City Commission of the City of Kingsville, Texas, amending Chapter V Public Works of the Code of Ordinances of the City of Kingsville, Texas by amending Article 6 entitled "Stormwater Utility Styem", as amended, to establish procedure for delinquent stormwater utility fee payments. (Finance Director).
3. Consider final passage of an ordinance amending the fiscal year 2012-2013 budget for the General Fund to assist with the renovation of the T45 Jet in Dick Kleberg Park in partnership with Kleberg County. (Finance Director).
4. Consider approving resolution authorizing the City Manager to execute contract between the City of Kingsville and Rusty Van Fleet Construction for a new Pump House for Water Well #19, which was previously awarded and is already funded. (City Engineer/Public Works Director).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

5. Consider condemnation of structures located at 603 ½ W. Avenue D, Kingsville, Texas. (Director of Planning & Development Services).
6. Consider condemnation of structures located at 2029 General Cavazos Blvd., Kingsville, Texas. (Director of Planning & Development Services).
7. Consider condemnation of structures located at 426 W. Huisache, Kingsville, Texas. (Director of Planning & Development Services).
8. Consider condemnation of structures located at 822 E. Ella, Kingsville, Texas. (Director of Planning & Development Services).
9. Consider condemnation of structures located at 306 W. Huisache, Kingsville, Texas. (Director of Planning & Development Services).
10. Consider condemnation of structures located at 609 E. Mesquite, Kingsville, Texas. (Director of Planning & Development Services).
11. Consider condemnation of structures located at 1229 E. Avenue B, Kingsville, Texas. (Director of Planning & Development Services).
12. Consider accepting donations for the Keep Kingsville Beautiful program from various individuals and organizations from a KKB luncheon and from t-shirt sales. (Director of Planning & Development Services).
13. Consider introduction of an ordinance of the City Commission of the City of Kingsville, Texas amending the fiscal year 2012-2013 General Fund budget for the City of Kingsville to accept donations made for the Keep Kingsville Beautiful program in conjunction with the Community Appearance Department. (Finance Director).
14. Consider accepting new COPsync equipment for four vehicles from Kleberg County District Attorney for the Kingsville Specialized Crimes & Narcotics Task. (Task Force Commander).
15. Consider resolution authorizing the City Manager to enter into the COPsync Services Agreement for the Kingsville Specialized Crimes & Narcotics Task. (Task Force Commander).
16. Consider loaning older COPsync equipment from Task Force to the four Kleberg County Constables for use in their vehicles. (Task Force Commander).
17. Consider resolution authorizing the City Manager to execute an amendment to the Commission Agreement for the Kingsville Historical Mural. (Director of Tourism).
18. Consider introduction of an ordinance amending the Fiscal Year 2012-2013 budget for the General Fund Capital Projects Fund for upfront infrastructure costs as per the the Economic Development Agreement with Zarsky Development Company, LLC for the Wildwood Trails Subdivision. (Finance Director).

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.

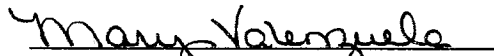
3. Comments are limited to 3 minutes per person. May be extended or permitted at other times in the meeting only with 5 affirmative Commission votes. The speaker must identify himself by name and address.
4. Items being considered by the Commission for action except citizens comments to the Mayor and Commission, no comment at this point without 5 affirmative votes of the Commission.

NOTICE

This City of Kingsville and Commission Chambers is 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:

May 22, 2013 at 11:30 A.M. and remained so posted continuously for at least 72 hours preceding 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

1229 E. Ave B. CITY OF KINGSVILLE (5-18-12)

ADDRESS		OWNER		INSPECTOR			
LEGAL DESCRIPTION		Garcia AC		LOT E/2 C/2 2		BLOCK 5	
OWNER INFO		Francisco Resendez 213 Fairview Kingsville, TX. 78363					
PROPERTY CONDITION REPORT							
	ACCEPTABLE			CONDITIONS			
	YES	NO	NOT/APP	UNSAFE	SEVERE	HAZARD	Remedies
1. YARD		X					need cleaning
CONDITION		X					
2. UTILITIES		X					
a. ELECTRICITY		X					
b. GAS		X					
c. WATER		X					
3. ROOF		X		X			
a. COVERING		X		X			
b. STRUCTURE		X		X			
4. WALLS		X		X			
a. EXTERIOR		X		X			
b. INTERIOR		X		X			
c. CEILINGS		X		X			
5. WINDOWS/DOORS		X		X			
a. SECURED		X		X			
b. CONDITION		X		X			
6. FOUNDATION		X		X			
a. FLOORS		X		X			
7. PLUMBING		X			X		
8. ELECTRICAL		X			X		
CODES	ADDITIONAL CONCERNS						
B. broken							
M. missing							
D. dirty							
X. unacceptable							
Bd. Bedroom							
Bt. Bathroom							
Kt. Kitchen							
Lv. Livingroom							
Dn. Diningroom							
Ft. front							
Bk back							
Lf. Left							
Rt. Right							

CITY OF KINGSVILLE

ADDRESS 1229 E. AVE B.		INSPECTOR Daniel Ramirez	
LEGAL DESCRIPTION GARCIA A C	BLOCK 5		LOT E/2 E/22

OWNER NAME FRANCISCO RESENDEZ	ADDRESS 213 FAIRVIEW DR. KINGSVILLE, TEXAS 78363	CITY/STATE/ZIP
---	--	-----------------------

PROPERTY CONDITION REPORT

	ACCEPTABLE			CONDITIONS			
	YES	NO	N/A	UNSAFE	SEVERE	HAZARD	REMEDIES
Building							
a.Condition		X		UADP			
Yard							
a.Condition		X		VP			CLEANUP
Utilities							
a.Elec		X					
b.Gas		X					
c.Water		X					
Roof							
a.Covering		X		UNIP			
b.Structure		X		UNIP			
Walls							
a.Exterior		X		UBNIDP			
b.Interior							
c.Ceilings							
Windows/Doors							
a.Secured		X		UNP			
b.Condition		X		UNP			
Foundation							
a.Floors		X		UDP			
Plumbing			XP				
Electrical			XP				

B-Broken	V-Over Grown	N-Needs Repairs	A-Abandoned
M-Missing	D-Dirty	I-Incomplete	D-Dilapidated
U-Unacceptable	H-Hazard	O-Outdated	P-Pictures

ADDITIONAL CONCERNS

1. Deteriorated foundation. 2. An attractive nuisance to children. 3. A harbor for vagrants, vermin, criminals and immoral people. 4. Partially collapsed walls. 5. Exterior walls and other vertical structural members are found to be leaning. 6. Unsecured structure, 7. graffiti on walls. No remedies. 8 asbestos siding

5/10/2013	Sign: <i>Daniel N. Ramirez</i>
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CONDEMNATION CHECKLIST

Property Address: 1229 E Ave B Phone: _____
 Property Owner: Francisco Resendez Phone: _____
 Owner's Address: 1229 E Ave B Fax: _____
Kingsville, TX 78363

BEGINNING DATE	ENDING DATE	ACTION
<input type="checkbox"/> <u>5-18-12</u>	<u>5-18-12</u>	1. Identify structure unfit for human habitation.
<input type="checkbox"/> <u>5-18-12</u>	<u>5-18-12</u>	2. Inspect Property. (Building Official)
		<input type="checkbox"/> a. Prepare inspection report.
<input type="checkbox"/> <u>5-18-12</u>	<u>5-18-12</u>	<input type="checkbox"/> b. Photograph property.
<input type="checkbox"/> <u>5-18-12</u>	<u>5-18-12</u>	3. Determine ownership from county assessment & tax collection record.
<input type="checkbox"/> <u>5-18-12</u>	<u>5-18-12</u>	4. Obtain legal description.
<input type="checkbox"/> <u>5-18-12</u>	<u>5-18-12</u>	5. Obtain or complete title report to verify ownership & other vested interests, such as mortgage holders, trustees, etc.
<input type="checkbox"/> <u>5-18-12</u>	<u>5-18-12</u>	6. Send Notice of Violation & copy of inspection report to property owner(s) of record. Request written response from owner within 10 days from Notice of Violation indicating action the owner intends to take within the next 30 days to correct substandard conditions.
<u>6-11-12</u>		7. If response is not received or is not adequate, proceed as follows:
<input type="checkbox"/> <u>5-2-13</u>	<u>5-2-13</u>	8. Send 20-day pre notification letter owner(s) & others with vested interest in property advising the date the property will be presented to City Council for consideration of condemnation.
<input type="checkbox"/> <u>5-2-13</u>	<u>5-2-13</u>	<input type="checkbox"/> a. Owner unknown or whereabouts not known or such owner is a nonresident of Texas.
<input type="checkbox"/> <u>5-2-13</u>	<u>5-2-13</u>	1) Post affidavit in newspaper twice a week for one week
<input type="checkbox"/> <u>5-6-13</u>	<u>5-6-13</u>	9. Post sign on property advising date the City Council will consider condemnation of structure.

☐ 5-6-13
☐ 5-6-13

☐ 5-6-13
☐ 5-6-13

☐ _____

☐ _____

☐ _____

☐ _____

☐ _____

☐ _____

☐ _____

☐ _____

☐ _____

☐ _____

10. Photograph posted sign.

11. Prepare information packet for each City

Council member, plus one each for City Manager,
City Attorney & City Secretary consisting of

☐ a. Location Map

☐ b. Photographs of the structure

☐ c. Inspection report

☐ d. Pre-condemnation notice

☐ e. Condemnation resolution

12. Place condemnation action resolution &

supporting documentation for placement on the
City Council agenda.

13. City Council adopts condemnation resolution.

14. File Notice of Condemnation with the County
Clerk.

15. Send owner(s) & other vested interests the
following:

☐ a. Copy of the City Council resolution.

☐ b. 45-day order to demolish

16. Post 45-day Order to Demolish on structure.

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

18. Photograph posted notice.

19. Notify utility companies to disconnect &
remove services from structure for safe
demolition.

20. Issue Notice to Proceed to Public Works Dir.

21. Prepare demolition cost statement consisting of:

☐ a. Mailing fees

☐ b. Publication fees

☐ c. Demolition costs

☐ d. Landfill tipping fees

☐ e. Filing fees

☐ f. Administrative fees

☐ g. Any documentation miscellaneous costs



22. Send a letter & cost statement to the

Collections Department so they can send out bill.

Make copy of documents and send to the City

Attorney requesting a lien to be place on the
property.

CITY OF KINGSVILLE



P. O. BOX 1458 – KINGSVILLE, TEXAS 78364

April 29, 2013

Re: Structure at 1229 E. Ave B

Property Owner: Francisco Resendez

Approximately mid-January 2013 Ms. Bernal and I personally spoke with Mr. Resendez regarding the above mentioned address and the dilapidated state the structure was in. Mr. Resendez agreed to do repairs to the exterior of the structure to include the siding and begin the roof repair. Also, he was to abate the property of any nuisances. Mr. Resendez stated that the work would be completed in two weeks. To this date, no work has commenced. We will proceed with the condemnation process.


Daniel Ramirez
Building Official

Letter received on 6/2/2012 through mail

6/11/2012

Proposed work for 1229 E AVE B

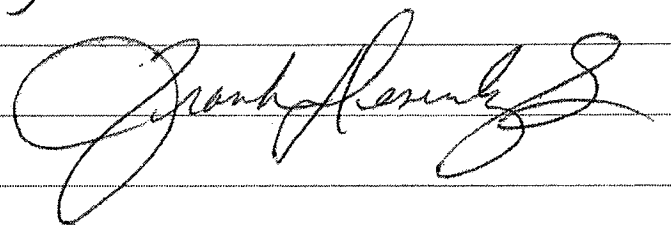
* I am in the process of obtaining estimates for repair or replacement of the roof

* I am in the process of obtaining estimates for ^{Exterior} siding repair

* I am in the process of obtaining estimates for the replacement of Electrical Service

* A Building Permit will be applied for by contractors licensed w/ the State of Texas & registered w/ city of Kingsville.

However, I can not begin working on this project until mid-July, As I live on a budgeted income. I am a plbg contractor just starting my business. I also have to provide medication for my insulin dependent daughter. Please consider granting my request for an extension period.



CITY OF KINGSVILLE



P. O. BOX 1458 – KINGSVILLE, TEXAS 78364

May 18, 2012

FRANCISCO RESENDEZ SR
1229 E AVE B
KINGSVILLE, TX 78363

Re: REF #1322005020000192 1229 E AVE B

Dear Sir or Madam:

It has been determined that the structure at **1229 E AVE B** is in a significant state of disrepair and creates a safety and health hazard to the surrounding area and the community at large. The structure is in direct violation to the City of Kingsville's Code of Ordinance § 15-1-165 Condemned Building or Structure; Specifications as adopted and as stated below.

§ 15-1-165 CONDEMNED BUILDING OR STRUCTURE; SPECIFICATIONS.

(A) Any building or structure of any type of material, whether public or private property, existing within the city limits, which is determined to be unsafe for or dangerous to human occupancy, shall be declared and be and become a condemned building or structure.

(B) The condemned buildings or structures mentioned in division (A) shall be determined to be such under the following listed terms and conditions:

(1) Any building or structure which, for want of repair or by reason of age or dilapidated condition, or for any causes, is especially liable to fire, and which is so situated as to endanger other buildings or property, or so occupied that fire would endanger persons or property therein.

(2) Any building or other structure which shall be determined to have a permanent or temporary plumbing condition existing in violation of the installation, maintenance and repair provisions of the City Plumbing Code presently duly enacted or to be duly enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the provisions of the Plumbing Code to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.

(3) Any building or other structure which shall be determined to have a permanent or temporary electrical installation condition existing in violation of the installation, maintenance or repair provisions of the City Electrical Code as it is presently duly enacted or may be enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the provisions of the Electrical Code to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.

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

(5) Any building or structure which shall be determined to have a permanent or temporary sanitary condition existing in violation of the various health and sanitation ordinances duly enacted and to be enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the provisions of the sanitation ordinances to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.

('62 Code, § 4-6-1)

AN INVESTIGATION HAS BEEN CONDUCTED ON THESE PREMISES FOR NON-COMPLIANCE WITH CITY ORDINANCES. YOU ARE HEREBY NOTIFIED THAT THESE VIOLATIONS LISTED MUST BE CORRECTED WITHIN THIRTY (30) CALENDAR DAYS (**June 21, 2012**) FROM RECEIPT THIS LETTER.

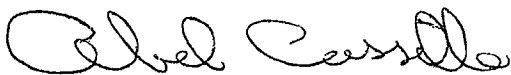
WE MUST RECEIVE WRITTEN RESPONSE FROM YOU WITHIN TEN (10) DAYS **May 31, 2012** FROM THIS NOTICE INDICATING THE ACTION YOU INTEND TO TAKE WITHIN THE NEXT THIRTY (30) CALENDAR (**June 21, 2012**) DAYS TO CORRECT SUBSTANDARD CONDITIONS.

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Abel Carrillo". The signature is fluid and cursive, with the first name "Abel" and last name "Carrillo" clearly distinguishable.

Abel Carrillo, Building Official

As of Supplement # 0
CKI - CITY OF KINGSVILLE

Geo ID Order

07/21/2011 12:26PM

Prop ID	Owner	%	Legal Description	Values							
19341	46508	100.00	R Geo: 132200404003192	Effective Acres: 0.000000	Imp HS: 0	Market: 34,210					
ESPINOZA PAULA L EST					Imp NHS: 31,210	Prod Loss: 0					
1230 E AVE B					Land HS: 0	Appraised: 34,210					
KINGSVILLE, TX 78363-4010				Acres: 0.0000	Land NHS: 3,000	Cap: 0					
State Codes: A				Map ID:	Prod Use: 0	Assessed: 34,210					
Situs: 1230 E AVE B				Mtg Cd:	Prod Mkt: 0	Exemptions:					
DBA:											
Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable				
CKI	CITY OF KINGSVILLE				34,210	0	34,210				
16822	51755	100.00	R Geo: 132200501000192	Effective Acres: 0.000000	Imp HS: 0	Market: 6,000					
GUAJARDO DOLORES					Imp NHS: 0	Prod Loss: 0					
PO BOX 421973					Land HS: 0	Appraised: 6,000					
HOUSTON, TX 77242-1973				Acres: 0.0000	Land NHS: 6,000	Cap: 0					
State Codes: C				Map ID:	Prod Use: 0	Assessed: 6,000					
Situs: 1219 E AVE B TX				Mtg Cd:	Prod Mkt: 0	Exemptions:					
DBA:											
Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable				
CKI	CITY OF KINGSVILLE				6,000	0	6,000				
11772	50908	100.00	R Geo: 132200501400192	Effective Acres: 0.000000	Imp HS: 24,500	Market: 30,500					
GARCIA RITA HERNANDEZ DE					Imp NHS: 0	Prod Loss: 0					
1235 E AVE B					Land HS: 6,000	Appraised: 30,500					
KINGSVILLE, TX 78363-4009				Acres: 0.0000	Land NHS: 0	Cap: 0					
State Codes: A				Map ID:	Prod Use: 0	Assessed: 30,500					
Situs: 1235 E AVE B				Mtg Cd:	Prod Mkt: 0	Exemptions: DP,HS					
DBA:											
Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable				
CKI	CITY OF KINGSVILLE				30,500	0	30,500				
23301	50972	100.00	R Geo: 132200502000192	Effective Acres: 0.000000	Imp HS: 25,700	Market: 28,700					
GARCIA ANDREA L (LIFE					Imp NHS: 0	Prod Loss: 0					
EST)					Land HS: 3,000	Appraised: 28,700					
ANNA ELIZA BARRERA				Acres: 0.0000	Land NHS: 0	Cap: 0					
1245 E AVE B				Map ID:	Prod Use: 0	Assessed: 28,700					
KINGSVILLE, TX 78363-4009				Mtg Cd:	Prod Mkt: 0	Exemptions: HS,OV65					
DBA:											
Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable				
CKI	CITY OF KINGSVILLE				28,700	8,400	20,300				
23910	19620	100.00	R Geo: 132200502001192	Effective Acres: 0.000000	Imp HS: 0	Market: 3,000					
DE LA GARZA CARLOS					Imp NHS: 0	Prod Loss: 0					
ETUX BELINDA					Land HS: 0	Appraised: 3,000					
1247 E AVE B				Acres: 0.0000	Land NHS: 3,000	Cap: 0					
KINGSVILLE, TX 78363-4009				Map ID:	Prod Use: 0	Assessed: 3,000					
State Codes: C				Mtg Cd:	Prod Mkt: 0	Exemptions:					
Situs: 1227 E AVE B				DBA:							
Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable				
CKI	CITY OF KINGSVILLE				3,000	0	3,000				
24546	28757	100.00	R Geo: 132200502002192	Effective Acres: 0.000000	Imp HS: 14,240	Market: 17,240					
RESENDEZ FRANCISCO					Imp NHS: 0	Prod Loss: 0					
1229 E AVE B					Land HS: 3,000	Appraised: 17,240					
KINGSVILLE, TX 78363-4009				Acres: 0.0000	Land NHS: 0	Cap: 0					
State Codes: A				Map ID:	Prod Use: 0	Assessed: 17,240					
Situs: 1229 E AVE B				Mtg Cd:	Prod Mkt: 0	Exemptions: HS					
DBA:											
Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable				
CKI	CITY OF KINGSVILLE				17,240	0	17,240				
25786	19620	100.00	R Geo: 132200502004192	Effective Acres: 0.000000	Imp HS: 81,560	Market: 84,560					
DE LA GARZA CARLOS					Imp NHS: 0	Prod Loss: 0					
ETUX BELINDA					Land HS: 3,000	Appraised: 84,560					
1247 E AVE B				Acres: 0.0000	Land NHS: 0	Cap: 0					
KINGSVILLE, TX 78363-4009				Map ID:	Prod Use: 0	Assessed: 84,560					
State Codes: A				Mtg Cd:	Prod Mkt: 0	Exemptions: HS					
Situs: 1247 E AVE B				DBA:							
Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable				
CKI	CITY OF KINGSVILLE				84,560	0	84,560				

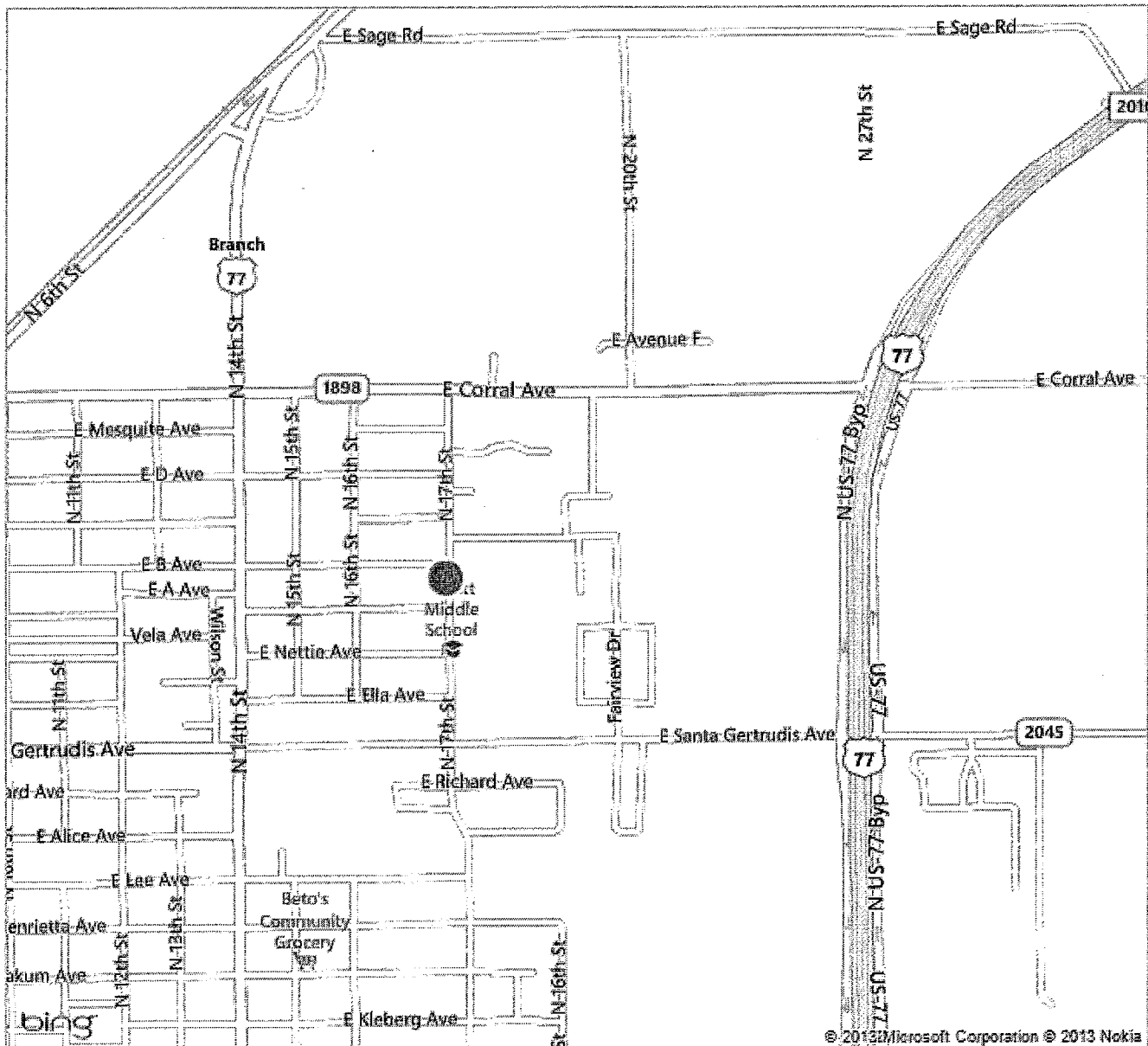
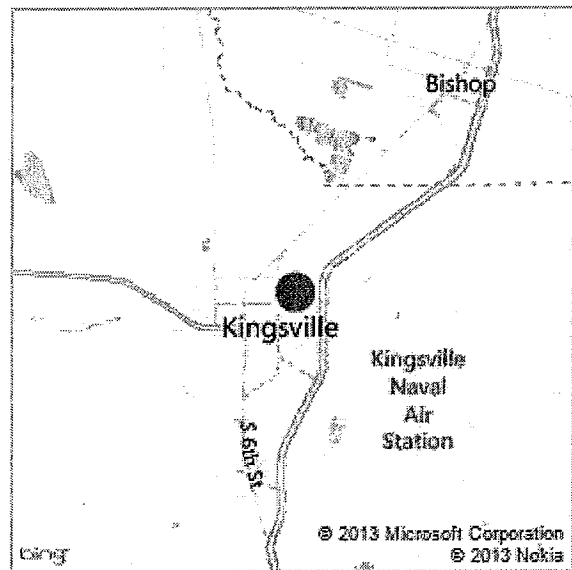
bing Maps

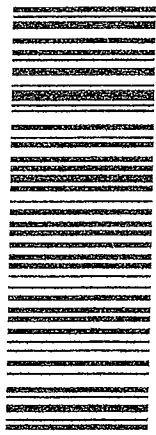
1229 E B Ave, Kingsville, TX 78363

My Notes



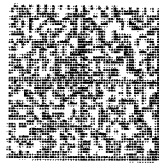
On the go? Use m.bing.com to find maps, directions, businesses, and more





7011 0110 0000 4431 7295

78364



02 1M \$ 05.75
0004247745 MAY 21 2012
MAILED FROM ZIP CODE 78363

☐ NO POSTAGE
☐ POSTAGE PAID BY ADDRESSEE
☒ ADDRESSEE'S BUSINESS
☐ ADDRESSEE'S HOME
☐ ADDRESSEE'S OFFICE
☐ ADDRESSEE'S SCHOOL
☐ ADDRESSEE'S CHURCH
☐ ADDRESSEE'S CLUB
☐ ADDRESSEE'S GOLF COURSE
☐ ADDRESSEE'S PARK
☐ ADDRESSEE'S RESTAURANT
☐ ADDRESSEE'S SHOP
☐ ADDRESSEE'S HOTEL
☐ ADDRESSEE'S MOTEL
☐ ADDRESSEE'S CAMP
☐ ADDRESSEE'S BOAT
☐ ADDRESSEE'S AIRCRAFT
☐ ADDRESSEE'S RAILROAD
☐ ADDRESSEE'S AIRPORT
☐ ADDRESSEE'S AIRCRAFT
☐ ADDRESSEE'S AIRPORT

Francisco Ronda 3.5
1229 E Ave B
Kingsville TX 78363

2-22-5
2-2-5
2-2-5

June 21, 2013

Margie Del Bosque, Director of Elderly Services at 595-8573.

Deadlines and Policies

Society and church news, wedding and engagement announcements are printed in the Sunday editions of the Kingsville Record. The deadline for submitting information is 5 p.m. Wednesday.

Please note: engagement announcements must be received no later than 30 days before the wedding date. Wedding stories must be received no later than 30 days after the wedding. Anniversary stories must be received no later than 30 days after the celebration or anniversary date.

and athletic ability.

This year, the Johnsons chose to award the athletic scholarship to Senior Candice Ariella Mireles, daughter of Joe and Dawn Mireles.

Candice was awarded H.M. King Girls Singles District Tennis Player of the Year. Candice will continue her



Pictured is Twila Johnson awarding the scholarship to Candice Mireles. (Submitted photo)

education at Texas A&M University-Kingsville will pursue a Bachelor of and Biomedical Science Degree.

PUBLIC NOTICE

On May 28, 2013, the Kingsville City Commission had public hearings and action items to consider condemnation of the following properties. The City Commission found the structure(s) on each of the properties to be dangerous, unsafe, in violation of city ordinances, unable to be corrected without substantial expense of reconstruction, and a public nuisance. The Commission ordered the property owner/agent/person in charge of each of the properties to demolish the structure within 30 days:

603 ½ W Avenue D, Kingsville, Texas
426 W Huisache, Kingsville, Texas
822 E Ella, Kingsville, Texas
306 W Huisache, Kingsville, Texas
609 E. Mesquite, Kingsville, Texas
1229 E Avenue B, Kingsville, Texas

A copy of each order can be obtained from the City Secretary at City Hall (200 E. Kleberg Avenue, Kingsville, Texas) or by mailing her at P.O. Box 1458, Kingsville, Texas 78363.



Dr. E.C. McCall III, D.D.S.

116 South 4th St. • Kingsville, Texas 78363

(361) 595-4121

Office Hours: Monday - Thursday 8 am - 5 pm
Every other Friday until 4:00 pm

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Present this coupon for the month of
JUNE to receive your

Orthodontic (Braces) \$100

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STATE 141

E.C. McCall III, D.D.S.

116 S. 4th St.

KING AVE

U.S. HWY

ORDER OF DEMOLITION

WHEREAS, the City of Kingsville Building Official Daniel Ramirez inspected structure located at 1229 E. Avenue B, Kingsville, Texas and found it to be dangerous, unsafe and in violation of numerous city ordinances; and

WHEREAS, Building Official Ramirez sent a certified letter return receipt requested to the last known property owner as listed on the Kleberg County Appraisal District records for said location, advising said property owner of the need to correct the numerous city ordinance violations observed at the property in order to avoid further condemnation proceedings and published notice in the newspaper; and

WHEREAS, the violations were not corrected at the property within the time provided, a public hearing was held at the City Commission meeting on May 28, 2013 with regard to the property and the Building Official's findings were presented to the Commission; and

WHEREAS, the City Commission found the structure on the property to be dangerous, unsafe, in violation of city ordinances, unable to be corrected without substantial expense of reconstruction, and a public nuisance; and

WHEREAS, by majority vote of the Kingsville City Commission the structure on the property was ordered to be demolished by the owner/agent/person in charge within 30 days of May 28, 2013.

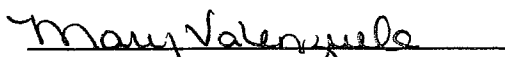
NOW THEREFORE, I Sam R. Fugate as Mayor of the City of Kingsville, Texas, do hereby provide notice of the Kingsville City Commission's order for the property owner/agent/person in charge of 1229 E. Avenue B, Kingsville, Texas to demolish the structure thereon by June 28, 2013.

PASSED AND APPROVED by a majority vote of the City Commission of the City of Kingsville, Texas on the 28th day of May, 2013.



Sam R. Fugate
Mayor

ATTEST:


Mary Valenzuela, City Secretary

conclusion of the 4x100-

The City Commission will meet on Tuesday, May 28, 2013 at 6:00 P.M. The following items are set for public hearing and discussion and / or action:

822 E ELA
1229 E AVE B
609 E MESQUITE
426 W HUISCHE
2029 E GENERAL CAVAZOS
603 ½ W AVE D
306 W HUISACHE

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

The meeting will be held at City Hall, 200 E Kleberg, at the City Commissioners' Chambers.

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

Protect the things you cherish most.

D'yan Lopez-Garza
100 E KLEBERG AVE STE 338,
KINGSVILLE, TX 78363-4581
Dyan@DyanLopezInsurance.com



FARMERS'

Call 361-592-8450 today for Auto, Home, Life and Business.

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Always QUALITY work since 1993"

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Phone/Fax: 361-592-0226
Mobile: 361-228-3333
manny.canales@hotmail.com

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Gold Jewelry Watches
and Special Orders**

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Day - Sunday, May 12th

KJ Jewelry

Our Center

Present's for Mother's Day

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Loans up to \$1,200⁰⁰

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PERSONAL LOANS

\$ / We can h

311 E. Kleberg • (361) 592-3400

CITY OF KINGSVILLE

ADDRESS 1229 E. AVE B.		INSPECTOR DANIEL	
LEGAL DESCRIPTION GARCIA A C	BLOCK 5	LOT E/2 E/22	
OWNER NAME FRANCISCO RESENDEZ	ADDRESS 213 FAIRVIEW	CITY/STATE/ZIP KINGSVILLE, TEXAS 78363	

PROPERTY CONDITION REPORT

	ACCEPTABLE			REASON CODE	COMMENTS
	YES	NO	N/A		
Building					
Condition		X		NIAP	
Yard					
Condition		X		VP	
Utilities					
Electric		X		MP	
Gas			X		
Water		X		MP	
Roof					
Covering		X		NIP	
Structure					
Walls					
Exterior		X		NIP	
Interior		X		NIMP	
Ceilings		X		NIMP	
Windows/Doors					
Secured	X				
Condition	X				
Foundation					
Floors	X				
Plumbing		X		IP	
Electrical		X		MIP	

REASON CODES

B-Broken	D-Dirty	I-Incomplete	D-Dilapidated
M-Missing	H-Hazard	O-Outdated	P-Pictures
V-Overgrown	N-Needs Repairs	A-Abandoned	

ADDITIONAL COMMENTS

1. ATTRACTIVE NUISANCE 2. HARBOR FOR VAGRANTS, VERMIN, CRIMINALS AND IMMORAL PEOPLE. 3. PARTIALLY UNCOVERED ROOF.

6/14/13

Sign

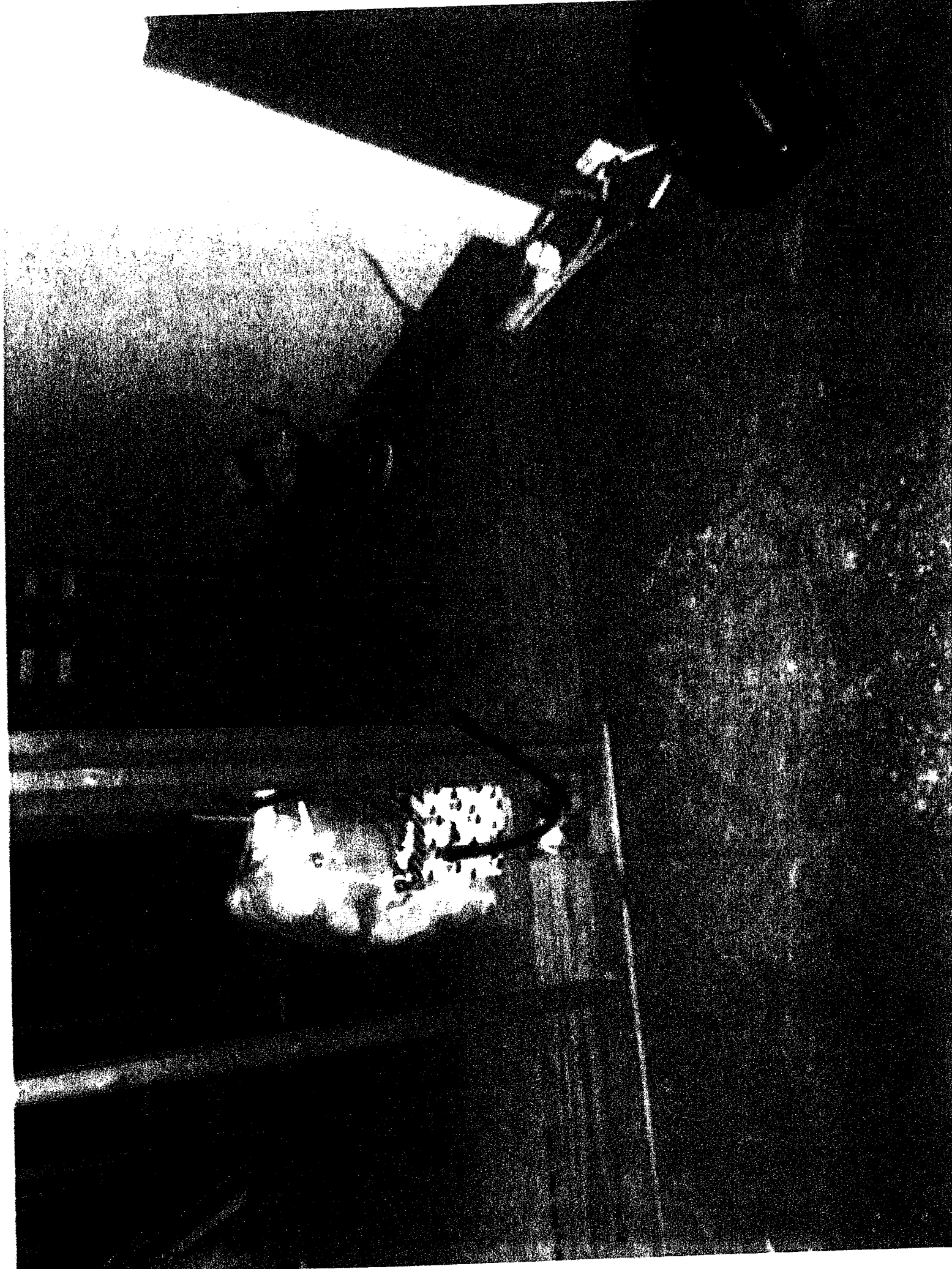
Daniel H. Ramirez

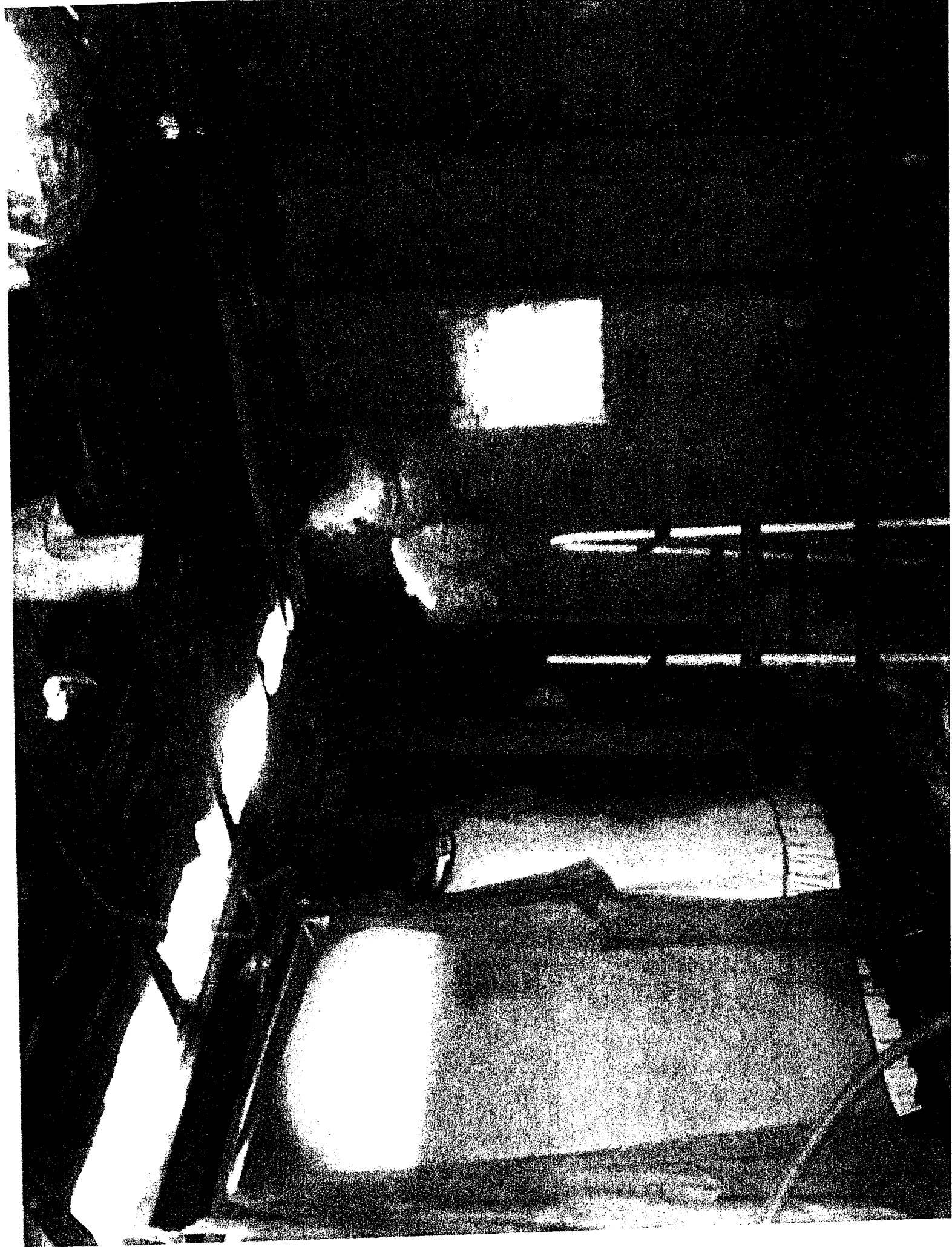




08-30



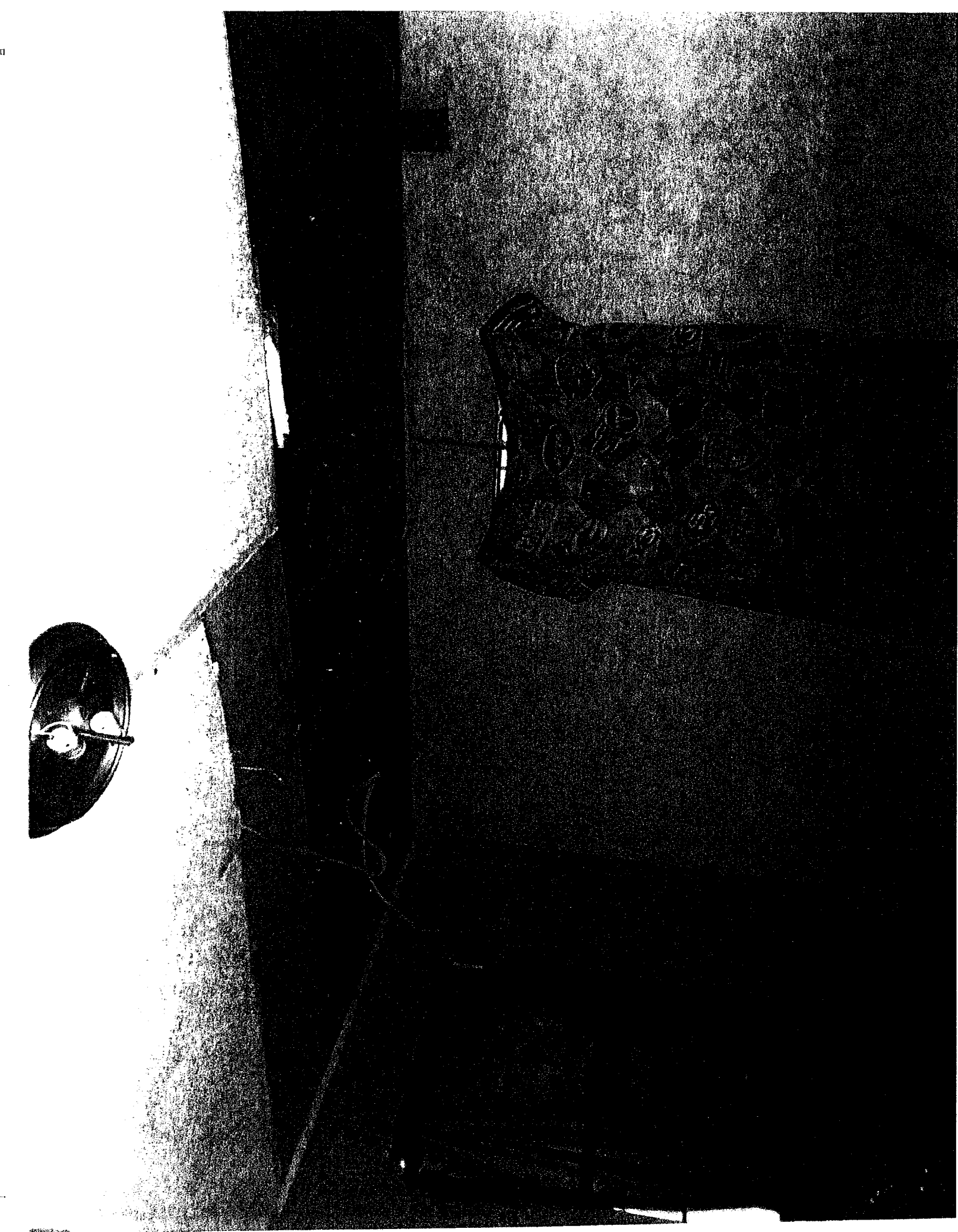




WJ

WJ

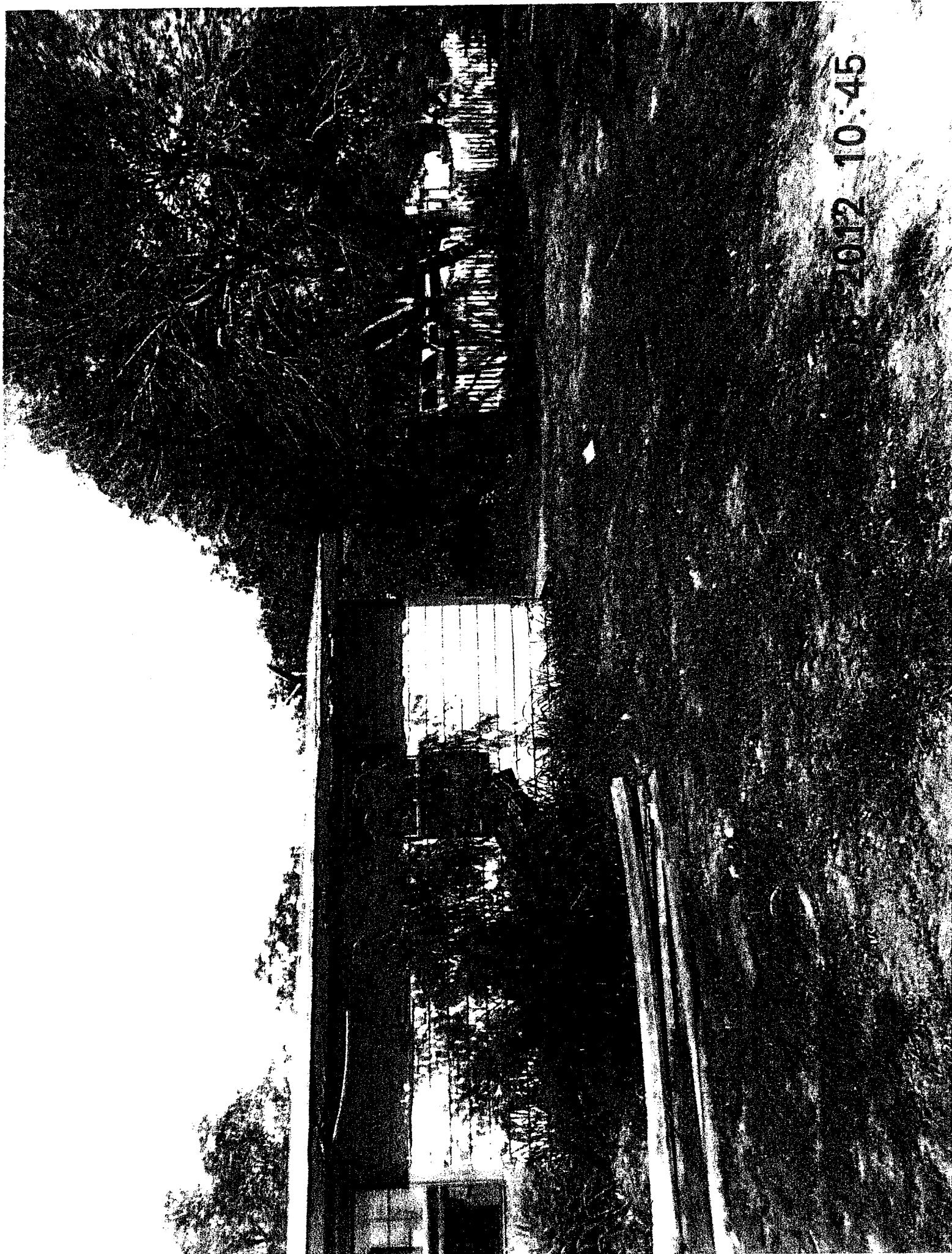
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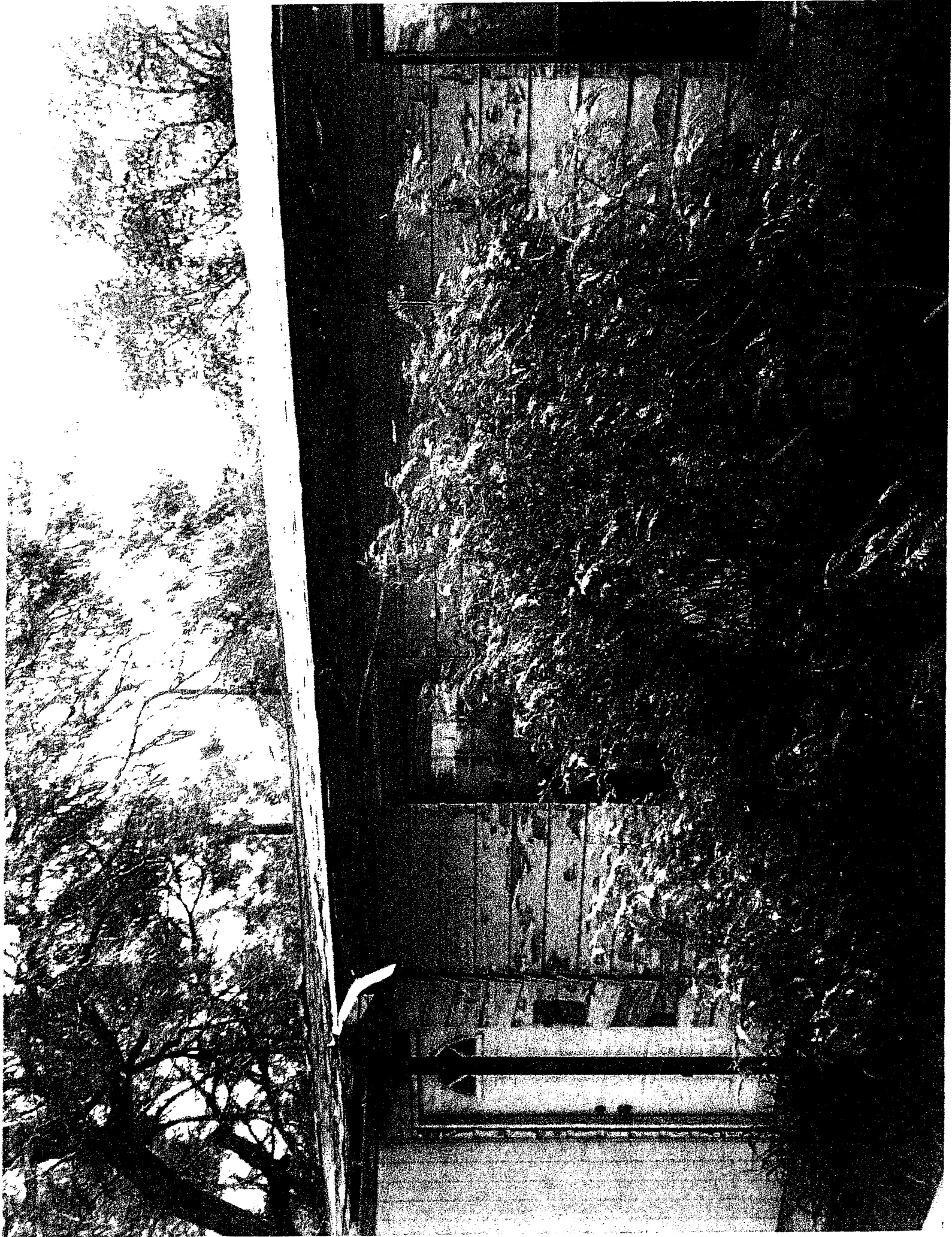


05.06.2012 10:45





10/18/2012 10:45





BUILDING DEPARTMENT

City of Kingsville
Phone: 361-595-8019 Fax: 361-595-8035

CERTIFIED MAIL – RETURN RECEIPT #7011 1570 0000 4433 2212

May 2, 2013

FRANCISCO RESENDEZ
1229 E AVE B
KINGSVILLE, TX 78363

Re: **HEARING FOR PROPERTY AT 1229 E AVE B**

Dear Sir or Madam:

On May 18, 2012, a letter was sent from the City of Kingsville stating that your property located at **1229 E AVE B** was a fire hazard or was dangerous to human life, or constitutes a hazard to safety or health or public welfare by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment such that the structures located thereon are unsafe and a nuisance. In that letter, you were further advised that you needed to repair or demolish the structures within a certain timeframe. As the timeframe has passed and the unsafe structures on your property have not been repaired or demolished, the structures on your property are being recommended for condemnation before the Kingsville City Commission.

You are hereby cited to appear before the City Commission at a public hearing on **Tuesday, MAY 28, 2013 at 6:00 p.m.** to show cause why such structures should not be condemned. You may appear in person, by agent or by counsel at the hearing. You will need to submit at the hearing proof of the scope of any work that may be required to comply with city ordinances and the time it will take to reasonably perform the work. The condemnation hearing is set for MAY 28, 2013.

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

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

Sincerely,


Daniel Ramirez
Building Official

DATE 05/08/2013

STATEMENT OF ALL TAXES DUE

SD

MELISSA T DELAGARZA, RTA
P O BOX 1457
KINGSVILLE, TX 78364-1457
(361) 595-8542

* PROPERTY DESCRIPTION ACCT # 1-322-005-02002-192 *
* *
* GARCIA AC, BLOCK 5, LOT E/2 E/2 2 *
* *
* *
* TOWN - LOCATION- 1229 E AVE B *
* ACRES - .160 *
* *
* LAND MKT VALUE 3000 IMPR/PERS MKT VALUE 14240 *
* LAND AGR VALUE MKT. BEFORE EXEMPTS 17240 *
* *
* LIMITED TXBL. VALUE *
* EXEMPTIONS GRANTED: NONE *

RESENDEZ FRANCISCO

213 FAIRVIEW DR

KINGSVILLE TX 78363

	LEVY	P & I	ATTY FEES	AMT DUE
TAXES 2010	303.04	121.21	84.85	509.10
TAXES 2011	537.70	150.56	137.65	825.91
TAXES 2012	541.86	70.45	.00	612.31
	-----	-----	-----	-----
	1,382.60	342.22	222.50	1,947.32
				=====
		TOTAL DUE 05/2013		1,947.32
ACCT # 1-322-005-02002-192		TOTAL DUE 06/2013		1,968.22
		TOTAL DUE 07/2013		2,122.42
		TOTAL DUE 08/2013		2,139.05

* BREAKDOWN OF TAX DUE BY JURISDICTION *
* *
* JURISDICTION TAXES PEN & INT ATTY FEES TOTAL*
* KLEBERG COUNTY 377.78 100.92 66.72 545.42*
* CITY OF KINGSVILLE 435.60 117.61 77.83 631.04*
* KINGSVILLE ISD 540.30 116.28 73.10 729.68*
* SOUTH TX WATER AUTH 28.92 7.41 4.85 41.18*

TAX LEVY FOR THE CURRENT ROLL YEAR: 137 128.41
TAX LEVY FOR THE CURRENT ROLL YEAR: CITY 145.20
TAX LEVY FOR THE CURRENT ROLL YEAR: KISD 257.58
TAX LEVY FOR THE CURRENT ROLL YEAR: STWA 10.67
TOTAL TAX LEVY FOR THE CURRENT ROLL YEAR 541.86

KLEBERG COUNTY APPRAISAL DISTRICT
PROPERTY 24546
Legal Description
GARCIA AC, BLOCK 5, LOT E/2 E/2 2

PROPERTY APPRAISAL INFORMATION 2013
RESENDEZ FRANCISCO
213 FAIRVIEW DR
KINGSVILLE, TX 78363

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

Values
IMPROVEMENTS 14,240
LAND MARKET + 3,000
MARKET VALUE = 17,240
PRODUCTIVITY LOSS - 0
APPRAISED VALUE = 17,240
HS CAP LOSS - 0
ASSESSED VALUE = 17,240

Ref ID2: R24546

132200502002192

SITUS 1229 E AVE B

GENERAL

UTILITIES
TOPOGRAPHY
ROAD ACCESS
ZONING
NEXT REASON

LAST APPR. IE
LAST APPR. YR 2013
LAST INSP. DATE 04/16/2013
NEXT INSP. DATE

REMARKS
FOR 2013 ADD FF TABLE FF60D140 PER IE
4/16/13 JO -- FOR 2012 NO VAL CHG TO ACCT
PER APPR LR 4/27/12 4/30/12 MMG -- FOR '09
ADD PHY % (poor cond, roof) PER LR/RC 2/6/09

BUILDING PERMITS

ISSUE DT PERMIT TYPE PERMIT AREA ST PERMIT VAL
01/30/2004 MISC 0 A 2,000

SALE DT PRICE GRANTOR DEED INFO
04/12/1996 *****
RESENDEZ JUAQUINGFT / 129 / 761
UNKNOWN OT / /

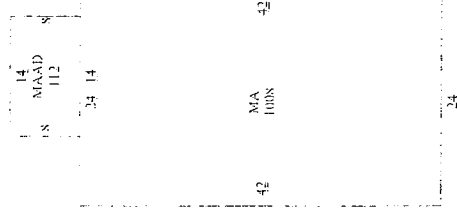
SUBD: S322 100.00% NBHD:

TYPE DESCRIPTION MTHD CLASS/SUBCL AREA UNIT PRICE/UNITS BUILT EFF YR COND. VALUE DEPR PHYS ECON FUNC COMP ADJ ADJ VALUE
MA MAAD NV/ 1,008.0 42.09 1 1955 1945 45,210 45% 70% 100% 100% 0.32 14,240
F NV/ 112.0 0.00 1 1955 45% 70% 100% 100% 0.32 0
STCD: A1 1,120.0
Homesite: N

IMPROVEMENT INFORMATION

Heating/Cooling 1 CF3 2,782
Foundation 1 FD1 0
Exterior Wall 1 EW1 0
Interior Finish 1 IN1 0
Roof Style 1 RT2 0
Flooring 1 FL7 0
Plumbing 1 1 2,782

PICTURE



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

ACRES:
EFF. ACRES:

SUBD: S322 100.00% NBHD:
CLS TABLE
FF60D140 A1 N
Comment: F: 50.0 R: 50.0 D: 140 FF

METH
FF

DIMENSIONS
50X140

UNIT PRICE
60.00

GROSS VALUE
3,000

IRR Wells: 0 Capacity: 0
ADJ MASS ADJ VAL SRC
1.00 1.00 A

IRR Acres: 0
MKT VAL AG APPLY
3,000 NO

Oil Wells: 0
AG CLASS AG TABLE AG UNIT PRC AG VALUE
0.00 0.00 0

PRELIMINARY VALUE
SUBJECT TO CHANGE

AGENDA ITEM #4



Planning Department

TO: Mayor and Commission Members

THROUGH: Vince Capell, City Manager

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

SUBJECT: Sec. 9-10-7 Trees and Shrubbery

DATE: October 17, 2013.

In an effort to better serve the members of our community and to address the accessibility of City emergency vehicles, needed revisions were identified pertaining to Chapter 9, Article 10, Sec 7 Trees and Shrubbery; specifically the language tied to the (B) Unlawful planting, planting in alley and height of overhanging tree limbs.

The code amendments have been instigated in an effort to include the unlawful planting of plants, trees, hedges, shrubs or related things in the City right of ways and to amend the height requirement of overhanging trees in alleys, easements & right of ways from 13' to 15'.

The cultivation of plants and other related things in City right of ways could create an obstruction of passage or hinder the vision of drivers at an intersection.

Trees that overhang into the streets cause damage to sanitation trucks, limit the accessibility of emergency vehicles, and present a nuisance to pedestrians walking along the sidewalks. City sanitation trucks and fire trucks are approximately 13' in height, setting the standard height of 15' provides 2' of clearance. This would also remove the potential for the trucks from tearing off limbs that fall into the street. Additionally tree limbs of at least 15' avoid the obstruction of light of any street lamp.

Below is a copy of the ordinance with the proposed changes underlined.

Sec. 9-10-7. - Trees and shrubbery.

(A). *Definitions.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Alley. That narrow public way for the accommodation of the property it reaches which serves as a property dividing line within each block.

Parkways. All of that realty between the private property line and the public street line or boundary which belongs to the public or city by prescription, easement, dedication, deed or otherwise.

(B) Unlawful planting.

(1) It shall be unlawful to plant, sow or otherwise cultivate plants, trees, hedges, shrubs or related things upon any alley or right of way within the city limits.

(2) Hereafter it shall be unlawful to plant, sow or otherwise cultivate plants, trees, shrubs, hedges or related things in parkways in such a manner that will constitute a hazard to vehicles and passenger traffic by obstructing passage or vision. Particular attention will be paid to street intersections.

(3) Trees, limbs, shrubs or other vegetation overhanging public parkways and streets shall be trimmed by the property owner concerned so that the lowest branch or twig shall be at least ~~13~~15 feet above the sidewalk or street.

(C) Obstructions to vision. All trees, shrubs, hedges or related things now in existence upon obstruction of passage or blocking of vision, are hereby declared to be public nuisances and will be abated by the adjoining property owner or in the alternative by employees of the city. All hedges or similar vision blocking vegetation within 30 feet of intersection will be abated or trimmed so as to eliminate vision obstruction to vehicle traffic. If the nuisance is abated by city employees the property owner will be billed for the labor, equipment and any disposal fees. Failure to pay for the abatement will result in a lien being filed against the property.

(1962 Code, §§ 9-5-1—9-5-3; Ord. 77-29, passed 8-22-77; Ord. 2004-26, passed 9-13-04)

Cross reference— Penalty, see § 1-1-99.

Cc: Courtney Alvarez, City Attorney
Jennifer L. Bernal, Community Appearance Supervisor

ORDINANCE NO. 2013-_____

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES BY AMENDING SECTION 9-10-7 PROVIDING FOR A CHANGE TO THE HEIGHT OF VEGETATION OVERHANGING STREETS AND PUBLIC PARKWAYS AND PROHIBITING PLANTING IN THE RIGHT-OF-WAY; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

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

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

I.

THAT Section 9-10-7 of Article 10: Streets and Sidewalks of Chapter IX, General Regulations, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

§ 9-10-7 TREES AND SHRUBBERY.

(A) *Definitions.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Alley. That narrow public way for the accommodation of the property it reaches which serves as a property dividing line within each block.

Parkways. All of that realty between the private property line and the public street line or boundary which belongs to the public or city by prescription, easement, dedication, deed or otherwise.

(B) *Unlawful planting.*

(1) It shall be unlawful to plant, sow or otherwise cultivate plants, trees, hedges, shrubs or related things upon any alley ~~or right-of-way~~ within the city limits.

(2) Hereafter it shall be unlawful to plant, sow or otherwise cultivate plants, trees, shrubs, hedges or related things in parkways in such a manner that will constitute a hazard to vehicles and passenger traffic by obstructing passage or vision. Particular attention will be paid to street intersections.

(3) Trees, limbs, shrubs or other vegetation overhanging public parkways and streets shall be trimmed by the property owner concerned so that the lowest branch or twig shall be at least ~~4/3~~ ~~1/5~~ feet above the sidewalk or street.

(C) *Obstructions to vision.* All trees, shrubs, hedges or related things now in existence upon obstruction of passage or blocking of vision, are hereby declared to be public nuisances and will be abated by the adjoining property owner or in the alternative by employees of the city. All hedges or similar vision blocking vegetation within 30 feet of intersection will be abated or trimmed so as to eliminate vision obstruction to vehicle traffic. If the nuisance is abated by city employees the property owner will be billed for the labor, equipment and any disposal fees. Failure to pay for the abatement will result in a lien being filed against the property.

(1962 Code, §§ 9-5-1—9-5-3; Ord. 77-29, passed 8-22-77; Ord. 2004-26, passed 9-13-04)

Cross reference— *Penalty, see § 1-1-99.*

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 October, 2013.

PASSED AND APPROVED on this the 12th day of November, 2013.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #5



Purchasing/IT Department

361-595-8025
361-595-8035 Fax

DATE: October 17 2013
TO: City Commission through City Manager
FROM: David Mason, Purchasing/IT Director
SUBJECT: MS-ISAC Agreement

SUMMARY

This item authorizes an agreement between the City of Kingsville and the Multi-State Information Sharing and Analysis Center (MS-ISAC)

BACKGROUND

Cyber threats are on an all-time rise. The best way to deal with these threats is to be prepared and to have resources available.

RECOMMENDATION

The MS-ISAC handles the voluntary collaboration of real-time threat data between local, state governments, and the United States Department of Homeland Security. Membership benefits include: 24/7 monitoring, incident response resources, advisories, and discounted training. Any information that is collaborated is kept confidential as per the signed agreement. In addition, there is no cost to membership and at any point we may opt-out of the program.

FINANCIAL IMPACT

None membership is on a voluntary basis

Approved

Vince Capell, City Manager

RESOLUTION NO. 2013-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMBER AGREEMENT WITH THE CENTER FOR INTERNET SECURITY MULTI-STATE ISAC; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville ("City") recognizes that cyber threats are at an all-time high and the best way to deal with these threats is to be prepared and to have resources available to assist with them; and

WHEREAS, the Multi-State Information Sharing and Analysis Center of the United States (MS-ISAC), a division of the Center for Internet Security, handles the real-time threat data between local, state governments and the U.S. Department of Homeland Security; and

WHEREAS, by entering into this Agreement the City would enjoy membership benefits that include 24/7 monitoring, incident response resources, advisories, and discounted training, all for no cost to the City; 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 a Member Agreement with the Center for Internet Security Multi-State ISAC 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 October, 2013.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

CENTER FOR INTERNET SECURITY
MULTI-STATE ISAC
Member Agreement

This Agreement ("Agreement") is made between the City of Kingsville, TX and the Multi-State Information Sharing and Analysis Center of the United States (MS-ISAC), a division of the Center for Internet Security.

The MS-ISAC will enable information sharing, analysis, gathering and distribution in a secure manner using facilities and methods designed to permit individual Members to submit information about security threats, vulnerabilities, incidents, and solutions securely. Only MS-ISAC members have access to review and retrieve this information. When submitting information to the MS-ISAC, Primary Custodians will identify information to the MS-ISAC in the following categories:

Category A: information that is provided only to the MS-ISAC and will not be shared with the MS-ISAC members or others except as authorized by the Primary Custodian. Category A information also consists of any non-categorized information provided to the MS-ISAC and/or pre-cleansed category B information.

Category B: information which is shared with the MS-ISAC and in consultation with the Primary Custodian is cleansed by the MS-ISAC of all identifying information and then, consistent with applicable laws, will be shared only with MS-ISAC members, or the Department of Homeland Security consistent with paragraph six (6).

Category C: information which is shared with the MS-ISAC and does not need to be cleansed and may be shared within the MS-ISAC and outside the MS-ISAC as appropriate.

MS-ISAC members acknowledge that Primary Custodian has certain cyber and/or critical infrastructure information and material that is exempt from disclosure to the public or other unauthorized persons under federal or state laws including the Homeland Security Act of 2002 (6 U.S.C. § 133). MS-ISAC members may provide access to this information and material in order to facilitate interstate communication regarding cyber and/or critical infrastructure readiness and response efforts. These efforts include, but are not limited to, disseminating early warnings of physical and cyber system threats, sharing security incident information between U.S. states, territories, the District of Columbia, tribal nations and local governments, providing trends and

other analysis for security planning, and distributing current proven security practices and suggestions. As a participating member of the MS-ISAC, Primary Custodian agrees that when sharing this information with MS-ISAC members it will do so through the MS-ISAC in accordance with the categories established in this document. MS-ISAC members agree to the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the above promises recited herein, the parties agree to the following:

Definitions:

1. Primary Custodian – the entity that developed or owns the Data. Each collection of Data (database, file, etc.) shall have a single Primary Custodian.
2. MS-ISAC members – the members (U.S. states, territories, the District of Columbia, tribal nations and local governments) who may be in possession or use of Data acquired from the Primary Custodian or from the MS-ISAC.

Purpose:

3. MS-ISAC members acknowledge that the protection of Category A information is essential to the security of Primary Custodian and the mission of the MS-ISAC. The purpose of this Agreement is to enable Primary Custodian to make disclosures of Category A information to MS-ISAC while still maintaining rights in, and control over, Category A information. The purpose is also to preserve confidentiality of the Category A information and to prevent its unauthorized disclosure. It is understood that this Agreement does not grant MS-ISAC or members an express or implied license or an option on a license, or any other rights to or interests in the Category A information, or otherwise. If Primary Custodian retracts any information it sent to the MS-ISAC, then, upon notification by the Primary Custodian, the MS-ISAC will destroy such information and all copies thereof, and notify MS-ISAC members to destroy the information. If an MS-ISAC member is unable to destroy the information based on applicable law, then the member will continue to maintain the confidentiality of the information consistent with this agreement. Upon receiving such notification,

MS ISAC members will destroy such information and all copies thereof.

MS-ISAC and Member Duties:

4. MS-ISAC and members who are authorized by the Primary Custodian to receive Category A information shall, and shall cause their contractors, subcontractors, agents or any other entities acting on their behalf (hereinafter referred to as the "Affiliates") to:
 - (a) copy, reproduce or use Category A information only for the purposes of the MS-ISAC mission and not for any other purpose unless specifically authorized to do so in writing by Primary Custodian; and
 - (b) not permit any person to use or disclose the Category A information for any purpose other than those expressly authorized by this Agreement; and
 - (c) implement physical, electronic and managerial safeguards to prevent unauthorized access to or use of Category A information.

Such restrictions will be at least as stringent as those applied by the MS-ISAC and/or members to their own most valuable and confidential information.

MS-ISAC agrees to promptly notify Primary Custodian of any unauthorized release of Category A information.

5. MS-ISAC and members will not remove, obscure or alter any notice of patent, copyright, trade secret or other proprietary right from any Category A information without the prior written authorization of Primary Custodian.

Multi-State ISAC Duties:

6. The MS-ISAC and members may share with the Department of Homeland Security (DHS) pursuant to 6 U.S.C. § 133, Category A, B, and C information, unless the Primary Custodian has designated in writing that the information in question cannot be shared with our federal partners. All other information is voluntarily submitted and may be shared with the Federal Government with expectation of protection from disclosure as provided by the provisions of the Critical Infrastructure Information Act of 2002.
7. If any third party makes a demand for any Category A or B information, the MS-ISAC or member shall

immediately forward such request to the Primary Custodian and consult and cooperate with the Primary Custodian and will make reasonable efforts, consistent with applicable law to protect the confidentiality of the information. Primary Custodian will, as needed, have the opportunity to seek judicial or other appropriate avenues of redress to prevent any release.

8. In non-emergency situations, as part of its multi-state communication sharing efforts, the MS-ISAC may prepare written reports. For such reports, the Primary Custodian shall be provided a period of time to review such reports, papers, or other writings and has the right to edit out its Category A information, correct factual inaccuracies, make recommendations and comments to the content of the report, and append comments to the final version of the report. The MS-ISAC members and Primary Custodian agree to work together in good faith to reach mutually agreed upon language for the report. If the parties are unable to reach agreement on an issue, Primary Custodian has the right to edit out its Category A information.

General Terms:

9. Should any court of competent jurisdiction consider any provision of this Agreement to be invalid, illegal, or unenforceable, such provisions shall be considered severed from this Agreement. All other provisions, rights, and obligations shall continue without regard to the severed provision(s).
10. The term of the Agreement shall continue so long as Primary Custodian remains a member of the MS-ISAC, and paragraph 3 the obligations of confidentiality as provided herein shall survive the expiration of this Agreement.
11. This Agreement will be construed and enforced in all respects in accordance with United States (U.S.) federal law or other applicable laws as addressed herein.
12. This Agreement contains the entire understanding between the parties with respect to the proprietary information described herein and supersedes all prior understandings whether written or oral. Any modification, amendment, assignment or waiver of the terms of this Agreement shall require the written approval of the authorized representative of each party.

The foregoing has been agreed to and accepted by the authorized representatives of each party whose signatures appear below:

AGREED BY:

**Center for Internet Security
Multi-State ISAC Division**

Primary Custodian:

<i>Signature</i>	<i>Date</i>	<i>Signature</i>	<i>Date</i>
MS-ISAC Chair			
		<i>Print or Type Name/Title</i>	



MULTI-STATE Information Sharing & Analysis Center™

A DIVISION OF  **CENTER FOR
INTERNET SECURITY**

Benefits of Membership

The Multi-State Information Sharing and Analysis Center (MS-ISAC) is a voluntary and collaborative effort based on a strong partnership with the Office of Cybersecurity and Communications within the U.S. Department of Homeland Security (DHS). The MS-ISAC has been designated by DHS as the key resource for cyber threat prevention, protection, response and recovery for the nation's state, local, territorial and tribal (SLTT) governments. Through its state-of-the-art 24/7 Security Operations Center, the MS-ISAC serves as a central resource for situational awareness and incident response for SLTT governments.

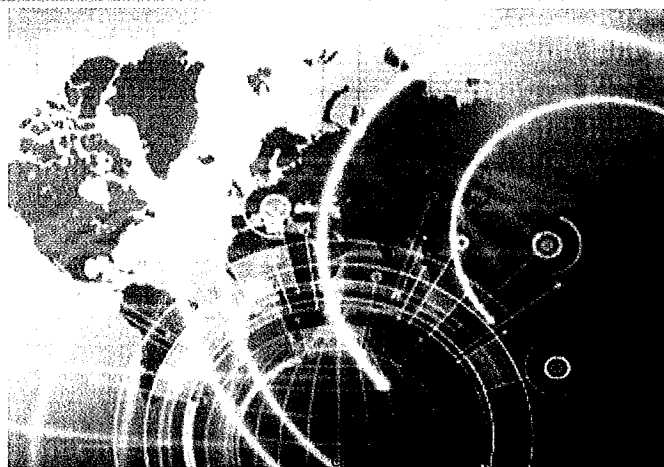
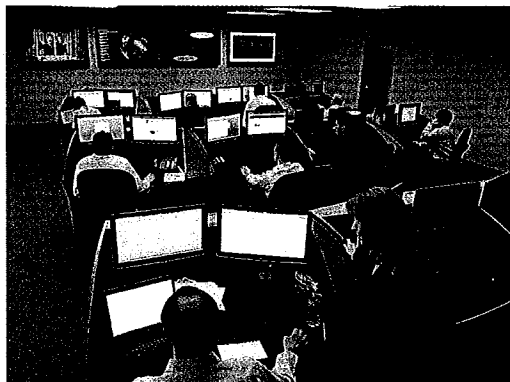
There is no cost to be a Member

"The [MS-ISAC] new operations center builds on a long-standing information sharing partnership between MS-ISAC and the Department and will both enhance situational awareness at the state and local level...and allow the federal government to quickly and efficiently provide critical cyber risk, vulnerability, and mitigation data to state and local governments."

U.S. DHS Secretary Janet Napolitano, November 2010

For more information please visit

www.msiscac.org



- 24/7 security operations center
- Incident response resources
- Cyber security advisories
- Cyber event notifications
- Daily cyber tips
- Network monitoring
- Secure portals for communication and document sharing
- Alert status map
- Top attacking sites
- Monthly newsletters
- Bi-monthly webcasts
- Monthly webcast meetings
- Annual membership meeting
- Monthly threat briefings
- Cyber security exercises
- Awareness/education materials
- Training discounts

Multi-State Information Sharing and Analysis Center
31 Tech Valley Drive
East Greenbush, NY 12061
Phone: 518-266-3460
Email: info@msiscac.org

William F. Pelgrin, Chair
Thomas F. Duffy, Executive Director

Frequently Asked Questions

Who can join the MS-ISAC?

Membership is open to all state, local, territorial, and tribal government entities involved in cyber security and/or critical infrastructure protection.

Who are the members?

The MS-ISAC currently includes representatives from all 50 states, all 50 state capitals, dozens of local governments and several U.S. territories.

What does it cost to join the MS-ISAC?

There is no cost to join the MS-ISAC. It is primarily supported by the U.S. Department of Homeland Security to serve as the central cyber security resource for the nation's state, local, territorial and tribal governments. The MS-ISAC is a division of the national not-for-profit Center for Internet Security.

Can the MS-ISAC help me with a cyber incident?

Yes. The MS-ISAC's Computer Emergency Response Team (MS-ISAC CERT) comprises highly trained staff who are able to assist you with a cyber security incident. MS-ISAC CERT can provide malware analysis, reverse engineering, log analysis, and forensics analysis.

Can other members of my organization join?

Yes. Each organization designates a "Primary Member" who is then responsible for authorizing additional individuals in their organization to become members.

Are there any requirements to joining?

The only requirement is the completion of a membership agreement, which sets forth the responsibilities of members to protect information that is shared.

Are there any educational or training resources available?

Yes. In addition to advisories and information bulletins regarding the latest cyber threats and vulnerabilities, the MS-ISAC provides a variety of educational, awareness, and training resources and opportunities.

Does the MS-ISAC work with federal agencies, private sector groups, and the other ISACs?

Yes. The MS-ISAC works closely with federal partners at DHS, along with FBI, Secret Service and others to better share information on emerging threats. The MS-ISAC also has strong relationships with major ISPs, cyber security firms, researchers, and software developers.

How do I join?

Contact the MSISAC at info@msisac.org or visit www.msisac.org to learn more.

AGENDA ITEM #6

RESOLUTION NO. 2013-_____

A RESOLUTION ESTABLISHING THE CITY OF KINGSVILLE INVESTMENT POLICY AND INVESTMENT STRATEGIES; DESIGNATING THE CITY MANAGER, DIRECTOR OF FINANCE, AND CITY ACCOUNTING MANAGER AS THE AUTHORIZED CITY REPRESENTATIVES WITH FULL AUTHORITY FOR INVESTMENT PURPOSES, AND PROVIDING FOR DISCLOSURE OF FINANCIAL INTEREST.

WHEREAS, the City Commission previously adopted a formal Investment Policy; and

WHEREAS, a review of the Investment Policy has been done and only a few minor changes are being proposed to the 2013 investment policy and investment strategies from the 2012 investment policy and strategies adopted last year; and

WHEREAS, the changes made to the policy are as follows: in Appendix B & C changed "Mark Rushing" to "Deborah Balli";

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

THAT the INVESTMENT POLICY (THE "Investment Policy", attached as Exhibit A) is hereby approved:

I.

THAT the City Manager, Director of Finance, and the City Accounting Manager are hereby authorized as City Representatives. The Director of Finance and the City Accounting Manager are authorized as the investment officers responsible for the investment of the City's funds consistent with the investment policy adopted by the City;

II.

THAT the persons designated as investment officers shall exercise the judgment and care, under prevailing circumstances that a prudent person would exercise in the management of the person's own affairs, but that the City Commission retains ultimate responsibility as fiduciary of the assets of the City;

III.

THAT the authorized officers are hereby granted authority to invest the City's funds until rescinded by the City Commission, until expiration of an officer's term, or the termination of the person's employment with the City.

PASSED AND APPROVED by a majority vote of the City Commission on the 28th day of October, 2013.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

CITY OF KINGSVILLE

INVESTMENT POLICY

Approved by City Commission via Resolution Dated
October 28, 2013

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APPENDICES

- A. PUBLIC FUNDS INVESTMENT ACT
- B. LIST OF AUTHORIZED CITY REPRESENTATIVES
- C. INTEREST DISCLOSURE FORMS
- D. INVESTMENT POLICY RESOLUTION
- E. INVESTMENT PROCEDURES MANUAL

I. INTRODUCTION

It is the policy of the City of Kingsville to invest all available monies in conformance with these legal and administrative guidelines.

Effective cash management is recognized as essential to good fiscal management. A cash management program will be pursued to maximize interest earnings as a viable and material revenue source. The City's portfolio shall be designated and managed in a manner responsive to the public trust and consistent with local, state, and federal law.

Investments shall be made with the primary objective of:

- ◆ Preservation of capital and protection of principal;
- ◆ Maintenance of sufficient liquidity to meet operating needs;
- ◆ Security of city funds and investments;
- ◆ Diversification of investment to minimize risk while maximizing interest earnings;
- and
- ◆ Maximization of return on the portfolio.

Earnings from investments will be used in a manner that will best serve the interests of the City of Kingsville.

II. PURPOSE

A. Authorization

This Investment Policy is authorized by the City Commission (see Appendix C) in accordance with Chapter 2256, Subchapter A of the Government Code - The Public Funds Investment Act (see the attached and incorporated Appendix A).

B. Scope

This Investment Policy applies to activities of the City, excluding pension funds, with regard to investing the financial assets of Funds, including, but not limited to:

General Funds
Special Revenue Funds
Enterprise Funds
Internal Service Funds
Capital Improvement Funds (Bond Proceeds, Bond Reserves and Debt Service)
Endowments, Benevolence Fund

In addition to this policy, the investment of Bond Funds, Debt Service, and Reserve Funds shall be managed by their governing ordinances and Federal Law, including the Tax Reform Act of 1986 and subsequent legislation.

C. Review and Amendment

This policy shall be reviewed annually by the City Commission on or before December 31 of each calendar year subsequent to its adoption. The City Commission must authorize amendments to the policy. The City Commission shall adopt a written instrument by ordinance or resolution stating that it has reviewed the Investment Policy. The written instrument so adopted shall record any changes made to the Investment Policy.

III. DEFINITIONS

Director of Finance – The Director of Finance is the Municipal Finance Officer responsible for City investments.

Director of Finance Designee – Accounting Manager.

Excess Cash Balances – Collected bank balances not needed to pay estimated check clearings.

Investment Officers – Director of Finance and Accounting Manager.

Investment Portfolio – all City monies being invested under authority of the Investment officers.

Institution – Any firm, bank, bondholding company, broker or dealer who provides quotes for either the purchase or sale of investments.

Third Party Safekeeping Institution – Any Institution not affiliated with Institution delivering the Investment.

Investment – All authorized Securities listed in Item V. Authorized investments and maximum term investments approved by the Investment Committee include U.S. Treasuries, U.S. Agencies, Repurchase Agreements, Local Government Investment Pool, and Collateralized Certificates of Deposit.

D.K.'ed (Don't Know) Transaction – An Investment that an Institution fails to deliver to the City's third Party Safekeeping Institution.

Collateral - Securities or surety bond pledged by an Institution to safeguard City assets; the City requires either U.S. Treasuries or U.S. Agencies Securities so that the market values can be readily determined at any point in time.

Authorized City Representative – Officers authorized to transact as set out in the attached and incorporated Appendix B on behalf of the City (City Manager, Director of Finance and Accountant).

Reserve Funds – Funds designated by Commission for specific purposes, which have not been appropriated for spending.

Securities – Approved Investments designated by the Investment committee to be held in the Investment Portfolio or acceptable to be pledged as Collateral to secure the monies of the City.

Authorized Selling Group – Primary dealer and regional firms that have been selected by the underwriter to sell their securities. Each authorized member of a selling group will offer the issue at the price authorized by the governmental agency.

Qualified Representative – A person, who holds a position with a business organization, who is authorized to act on behalf of the business organization, and who is one of the following:

- (A) For a business organization doing business that is regulated by or registered with a securities commission, a person who is registered under the rules of the Financial Industry Regulatory Authority (FINRA);
- (B) For a state or federal bank, a savings bank, or a state or federal credit union, a member of the loan committee for the bank or branch of the bank or a person authorized by corporate resolution to act on behalf of and bind the banking institution; or
- (C) For an investment pool, the person authorized by the elected official or board with authority to administer the activities of the investment pool to sign the written instrument on behalf of the investment pool; or
- (D) For an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or if not subject to registration under that Act registered with the State Securities Board, a person who is an officer or principal of the investment management firm.

IV. INVESTMENT OBJECTIVES

A. Preservation and Safety of Principal

Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall Investment Portfolio.

B. Liquidity

The City's Investment Portfolio must be structured in a manner that maintains the liquidity necessary to pay obligations as they become due. Timing disbursements and depositing funds as quickly as possible can generally maintain sufficient cash flows. Generally, Investments are matched to specific cash flow requirements such as payrolls, debt service payments and other payables. Liquidity is also achieved by investing in Investments with active secondary markets or in Local Government Pools with stable net asset values.

C. Return on Investments

The City's Investment Portfolio shall be designed with the objective of regularly exceeding the average yield of the three-month U.S. Treasury bill in a manner consistent with the principles of this policy described in IV.A and B. However, it must be recognized that during a declining market, satisfying this objective may not be practical until Investments mature and can be re-invested.

For Bond issues to which arbitrage restrictions apply, the primary objectives shall be to obtain satisfactory market yields and to minimize the costs associated with investing such monies.

D. Diversification

Diversification is required because of differing liquidity needs of the City and is employed as a way to control risks. Diversification minimizes the risk to the overall Investment Portfolio of potential losses on individual

Securities and enhances the safety of the Investment Portfolio.

Through the solicitation of competitive proposals, the City shall allocate and diversify its Investments through various Institutions. The following types of Investments will be solicited from the following types of Institutions:

1. Government Securities – through approved brokers;
2. Repurchase Agreements – through a Third Party Safekeeping Institution Agreement, which includes an approved primary dealer;
3. Public Funds Investments Pools – through participation agreements; and
4. Certificates of Deposit – as allowed by state law and this policy.

The City recognizes that investment risks can result from default risk and market price risks due to various technical and fundamental economic factors, and other complications, leading to temporary illiquidity.

To control market price risks, volatile Investments shall be avoided. To control default risk, the only acceptable method of payment will be on a delivery versus payment-basis for all transactions, except investment pool funds and repurchase agreements.

A delivery versus payment basis provides for payment to Institutions at the time the Investments are recorded in book entry form at the City's Third Party Safekeeping Institution, currently maintained at the Federal Reserve. For certificates of deposit, sufficient Collateral at 102% of current market values must be pledged to protect all City monies or monies under its control that exceed Federal Deposit Insurance Corporation (FDIC) coverage; the Collateral must be safekept at a Third Party Safekeeping Institution not affiliated with the bank or bank holding company providing the certificate of deposit. (See addendum.)

V. **AUTHORIZED INVESTMENTS AND MAXIMUM TERM**

The City of Kingsville is authorized to invest in:

A. Authorized Investments**

Obligations of the United States or its agencies and instrumentalities that currently include:

1. Short-term U.S. Treasuries:

	<u>Maximum Term</u>
a. U.S. Treasury Bills.....	up to 365 days
b. U.S. Treasury Coupon Notes	up to 1 year
c. U.S. Treasury Notes and Strips.....	up to 1 Year*

*see section V.B.3

**maximum term as allowed in section VI.B.

2. U.S. Agencies: Maximum Term
 - a. Federal Home Loan Bankup to 1 year
 - b. Federal National Mortgage Associationup to 1 year
 - c. Federal Farm Creditup to 1 year
 - d. Federal Home Loan Mortgage Corporation.....up to 1 Year

3. Repurchase Agreements..... up to 365 days

Repurchase agreements fully collateralized at 102% with a defined maturity date placed with a primary government dealer and safekept at a Third Party safekeeping Institution, as provided under the provisions of the SIFMA (Securities Industry and Financial Markets Association) master repurchase agreement. An executed agreement between the City, primary government dealer and Third party Safekeeping Institution will be on file before the City will enter into a tri-party repurchase agreement.

Reverse repurchase agreements are not a permitted Investment.

4. Local Government Investment Pooldaily

Investments made on behalf of the City by a public funds investment pool duly created to function as a money market mutual fund who marks its portfolio to market daily and, to the extent reasonably possible, who stabilizes its portfolio to market daily and, to the extent reasonably possible, who stabilizes its portfolio at a \$1 net asset value. If the ratio of the market value of the Pool's portfolio divided by the book value of the portfolio is less than 99.50% or grater than 100.50%, the Pool's portfolio holdings shall be sold as necessary to maintain the ratio between 99.50% and 100.50%.

The public funds investment pool must be continuously rated no lower than AAA or AAA-m or an equivalent rating by at least one nationally recognized rating service with a weighted average maturity no greater than 90 days.

5. Collateralized Certificates of Deposit.....up to 1 year

Certificates of deposit to other instruments issued by state and national banks doing business in Texas that are:

- a. Guaranteed or insured by the Federal Deposit Insurance Corporation or its successor; or
- b. Secured by obligations that are described by Section V. subdivision A.1 (a) and A.1 (b)

Certificates of deposit must be fully collateralized at 102% of their market value. The City requires the bank to pledge U.S. treasuries or U.S. agencies as collateral, (Collateral Mortgage Obligations will not be eligible as Collateral see X.C.).

B. Weighted Average Maturity

In order to minimize risk of loss to Investment Portfolio due to interest rate fluctuations, Investment maturities will not exceed the anticipated cash flow requirements of the Funds. Maturity guidelines by Fund are as follows:

1. Operating Funds

The weighted average days to maturity of Investments, other than Reserve Funds, shall be 365 days or less. The Investment Officers will monitor the maturity level and make changes as appropriate.

2. Capital Improvement Funds (Bond Proceeds, bond Reserves, and Debt Service)

The Investment maturity of that portion of the City Portfolio that represents Capital Improvement Funds (bond proceeds, reserve funds, and debt service) shall be determined considering:

- a. The anticipated cash flow requirements of the Capital Improvement Funds; and
- b. The "temporary period" as defined by Federal tax law during which time bond proceeds may be invested at an unrestricted yield. After the expiration of the temporary period, bond proceeds subject to yield restriction shall be invested considering the anticipated cash flow requirements of the Capital Improvement Funds.

Before an Investment can be made of bond proceeds from all bond issues affected by the Tax Reform Act of 1986, a careful yield analysis must be preformed to comply with the Tax Reform Act. Also, an annual rebate calculation must be performed to determine if the City is required to rebate interest at the end of each respective bond issue's five-year term.

Beginning on the anniversary of the third year for the respective bond issues, all bond proceeds will be yield restricted as required by the Tax Reform Act.

3. Reserve Funds: Established by Operative Bond Fund or by the City Commission

The following Reserve Funds may be invested up to two years in U.S. Treasuries:

	<u>Maximum</u>
Revenue Bond Interest & Sinking	\$ 400,000
G.O. Debt Service Fund.....	\$ 750,000

City monies governed by this Policy may not be invested in other investments permitted by law unless (i) such investments are specifically authorized for the investment of these monies by an ordinance adopted by the City Commission issuing bonds or other debt obligations or (ii) this Policy is amended to permit such investment.

VI. INVESTMENT MIX AND STRATEGIES

A. Investment Mix

As a target to ensure adequate liquidity, the Investment Portfolio administered by the Investment Officers should consist of at least 10% in U.S. Treasury Securities described in V.A.I.a. and/or certificates of deposit. A minimum of 35% of the total Investment Portfolio shall be held in Investments with maturity dates of 90 days or less for liquidity. U.S. Treasuries/Agencies may be purchased for longer term maturities (greater than one year) but shall not exceed 10% of the total Investment Portfolio to preserve liquidity.

Investment reports shall specifically address whether stated Investment mix requirements are being met. Unless approved by the Investment Advisory Committee, the target percentages specified shall not be exceeded for temporary periods greater than (30) thirty days without the Investment Officers taking corrective action.

B. Strategies

Investment strategies for Operating Funds and Capital Improvement Funds have as the primary objective the assurance that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create an Investment Portfolio structure that will experience minimal volatility during economic cycles. To accomplish this strategy, the City will purchase high quality, short-to-medium term investments which will compliment each other.

To pay for anticipated disbursements, investments will be laddered to correspond with the projected cash needs of the City. Some Investments are acquired on the short end of the yield curve (90 days or less) to meet immediate cash needs. A few Investments are purchased on the intermediate part of the yield curve (1-2 years) to lock in high interest rates when rates are projected to decline due to the economic cycle of the economy. The dollar weighted average investment maturity of 365 days or less will be calculated using the stated final maturity dates of each investment.

Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligations on the required payment date. Investments purchased shall not have a stated final maturity date that exceeds the debt service payment date.

Investment strategies for debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund from investments with a low degree of volatility. In accordance with the bond ordinance specific to an individual bond issue that sets out the maximum investment term, Investments should be of high quality, with short-to-intermediate-term maturities.

C. Achieving Investment Return Objectives

Investment selection shall be based on legality, appropriateness, liquidity, and risk/return considerations. Monies designated for immediate expenditure should be passively invested.

Passive Investment provides for:

1. Liquidity to pay upcoming disbursements (payroll, debt service, payments, payables, etc.);
2. Maximizing investment terms under the current budget; and
3. Structuring the Investment Portfolio on a "laddered" basis.

The remaining portion of the Investment Portfolio may be invested actively.

VII. RESPONSIBILITY AND CONTROLS

A. Authority to Invest

The authority to invest City funds and the execution of any documentation necessary to evidence the investment of City funds is granted to the Director of Finance. The Director of Finance or Designee will approve all investments in writing.

The City Commission may contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of public funds or other funds under its control. A contract made under authority of this subsection may not be for a term longer than two years. The City Commission must approve a renewal or extension of the contract by ordinance or resolution.

B. Establishment of Internal controls

The Director of Finance will establish a system of internal controls over Investment activities of the City and document such controls in the Investment Procedure Manual.

C. Prudent Investment Management

Investments shall be made with the same judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Prudent investment is to be judged by the Investment Portfolio as a whole, not on individual Investments.

If liquidation is necessary due to a pool losing its AAA rating or for other reasons, liquidation will be done in a prudent manner consistent with the investment objectives of this policy and as provided in 2256.021 of the Government Code.

Investment of monies shall be governed by the following investment objectives in order of priority:

1. preservation and safety or principal;
2. liquidity; and
3. yield.

The designated Investment Officers shall perform their duties in accordance with the adopted Investment Policy and Procedures set forth in the Investment Procedures Manual. Investment Officers acting in good faith and in accordance with these policies and procedures shall be relieved of person liability.

D. Standards of Ethics

To the extent required by section 2256.005(i) of the Government Code, the Authorized City Representatives shall make such filings as required by law.

E. Training and Education

Recognizing that the training and education of Investment Officers contributes to efficient and effective investment management, the City requires its Investment Officers to obtain appropriate professional training. Such training is currently required by, and shall be obtained in accordance with Section 2256.007 of the Government Code Public Funds Investment Act. The Investment Committee approves investments - training seminars presented by the following organizations.

Government Finance Officers Association
Government Finance Officers Association of Texas
Government Treasurers Organization of Texas
Municipal Treasurers Association
Texas Municipal League

If the Investment Officer desires to attend an investment training seminar presented by another organization for training credit, such seminar must be approved by the City Manager or his designee.

VIII. COMPETITIVE SOLICITATION

Except for repurchase agreements and public funds investment pools, any new issue investment will be purchased through an Authorized Selling Group or directly through the issuer.

For any Investment purchased or sold through the secondary market, the City will obtain at least three proposals from authorized Institutions.

Any Institution authorized to participate in the City's investment program must meet Collateral pledge requirement outlined in Section IV.D. and must submit annual financial reports.

IX. AUTHORIZED INSTITUTIONS

All institutions who seek to sell an authorized Investment to the City are required to complete the questionnaire approved by the Investment Committee and furnish supporting documentation required by the Investment Committee. Securities shall only be purchased through those Institutions approved by the Investment Committee.

- A. Investments shall only be made with those Institutions who have executed a written instrument in a form acceptable to the City, executed by a Qualified Representative of the Institution, and substantially to the effect that the Institution has:
 - 1. Received, thoroughly reviewed and acknowledged, in writing, receipt and understanding of the City's Investment Policy, and;
 - 2. Acknowledged that the Institution has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Institution and the City that are not authorized by the City's Investment Policy.
- B. Investments shall only be made with those Institutions who have met the qualifications and standards established by the City's Investment Committee and set forth in the Investment Procedures Manual.
- C. The Investment Committee shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the City.
- D. The Director of Finance will request the Investment Committee to authorize deletion of Institutions for:
 - 1. Slow response time;
 - 2. Less than competitive pricing;
 - 3. Little or no information on technical or fundamental expectations based on economic indicators.
 - 4. D.K.'ed Transactions or continuing operational difficulties;
 - 5. Unwillingness to continue to abide the provisions listed in IX.A; or
 - 6. Other reasons as approved by the Investment Committee.

X. PLEDGED COLLATERAL

The market value of pledged collateral must be at least 102% of the principal plus accrued interest for Excess Cash Balances, certificates of deposit, and repurchase agreements. Evidence of proper collateralization in the form of original safekeeping receipts held at a Third Party Safekeeping Institution not affiliated with the Institution pledging the Collateral will be approved by the Director of Finance and will be maintained in his/her Office. An authorized City Representative (See Appendix B) will approve and release all pledged collateral.

A. Collateral Substitution

Collateralized Investments and certificates of deposit often require substitution of collateral. Any Institution must contact the Investment Officers for approval and settlement. The substituted collateral's value will be calculated and substitution approved if its value is equal to or greater than the required collateral value. Substitution is allowable for all transactions, but should be limited, to minimize the City's potential administrative problems.

B. Collateral Reductions

Should the collateral's market value exceed the required amount, any Institution may request approval from the Investment Officer to reduce collateral. Collateral reductions may be permitted only if the City's records indicate that the collateral's market value exceeds the required amount.

C. Prohibited Securities

Investment securities described in Section 2256.009(b), Government Code, shall not be eligible for use as collateral of City's monies governed by this Policy.

XI. SAFEKEEPING

A. Third Party Safekeeping Agreement

The City shall contract with a Bank or Banks for safekeeping Securities either owned by the City as a part of its Investment Portfolio or held as Collateral to secure certificates of deposit, repurchase agreements, or Excess Cash Balances.

B. Safekeeping of Certificate of Deposit Collateral

All Collateral Securing bank and savings and loan deposits must be held by a Third Party Safekeeping Institution approved by the City, or Collateral may be held at the Federal Reserve Bank.

C. Safekeeping of Repurchase Agreement Collateral

The U.S. treasuries that serve as Collateral for repurchase agreements with Institutions must be delivered to a Third-Party Safekeeping Institution with which the city has established a third-party safekeeping agreement.

XII. INFORMATION REPORTING/EVALUATION

The Director of Finance and Accounting Manager are hereby designated as the Investment Officers and are responsible for the daily operation of the Investment program and will report to the Investment Committee on a quarterly basis.

A. Investment Committee Consists of:

City Commissioner (1)
City Manager
Assistant City Manger (if any)
Director of Finance
City Attorney

The Investment Committee will be responsible for monitoring, reviewing, and making recommendations regarding the City's Investment program to the City Commission. Reports will be provided to the City Commission by the Investment Officers no less than annually, as required by the Public Funds Investment Act.

On a quarterly basis, the City's main depository and all applicable Institutions providing certificates of deposit in excess of FDIC coverage will provide to the Investment Officer for review a copy of the balance sheet and income statement for the Call Report. All Institutions will provide annual audited financial statements. Any local government investment pools must provide reports and disclosure statements as required by the Public Funds Investments Act.

B. Record Retention

The City follows the guidelines of retaining records for five years from City's current fiscal year, as required and authorized by the City's local records management guidelines.

XII. BANKING SERVICES

All depository services are provided in the City's main depository agreement. Other services such as credit cards, direct deposit of payroll or other services may be administered through separate agreements. To aggressively invest Excess Cash Balances, controlled disbursements accounts, zero balance accounts and other cash management tools may be employed.

XIV. GENERAL PROVISIONS

- A. Audits and Inspections. During regular business hours and as often as the Investment Officers deem necessary, the Institution providing certificates of deposit will make available for examination by the City Manager, his duly authorized agent, accountant, or legal representative, such records and data to assure to the pledge of collateral, availability of Collateral, and financial stability of the Institution.
- B. Compliance with Laws. Each Institution agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances. The personnel or officers of such Institution shall be fully qualified and authorized under federal, state, and local law to perform the services set out under this Policy. Each Institution shall permit the Investment Officers to audit, examine, and make excerpts or transcripts from such records and to make audits of all contract, invoices, materials, and other data relating to applicable Investment.
- C. Performance Audits. The City's Annual External Financial Audit shall include a compliance audit of management controls on Investments and adherence to this Policy. The quarterly reports prepared by Investment Officers for the City commission must be formally reviewed at least annually by an independent auditor if the city invests in other than money market mutual funds, investment pools or accounts offered by its depository in the form of certificates of deposit or money market accounts. The auditor shall report the results of the review to the City Commission.
- D. Investment Policy Resolution. The resolution authorizing this Investment Policy is attached and incorporated as Appendix C "Investment Policy Resolution."

APPENDIX B
LISTING OF
AUTHORIZED CITY REPRESENTATIVES
CITY OF KINGSVILLE

Attached to and made a part of the City of Kingsville
Investment Policy Approved by the City Commission on

_____, 2013

The signatures below are the signatures of Authorized City Representatives vested with full authority to sign and transact business related to the investment of funds for the City of Kingsville. The Authorized City Representatives are authorized to deposit funds, transfer funds within accounts or withdraw funds as necessary to efficiently carry out the requirements of the City of Kingsville's Investment Policy.

The signatures of the officers subscribed below are true and genuine:

Vincent J. Capell, City Manager

Deborah Balli, Director of Finance

James Bryson, Accounting Manager

THIS LISTING OF AUTHORIZED CITY REPRESENTATIVES is effective this ____ day of ____, 2013 and revokes all previous authorizations.

APPENDIX C
INTEREST DISCLOSURE FORM

TO: Mayor and City Commission

FROM: Vincent J. Capell, City Manager

SUBJECT: Disclosure under the Public Funds Investment Act

As City Manager and Authorized City Representative, for purposes of investing City funds. I submit this disclosure of my relationships with entities or individuals who are offering, have offered, or may offer to engage in an investment transaction with the City as of the date of the completion of this form, in compliance with Public Funds Investment Act.

1. I have the following "personal business relationships" with individual or entities who are offering to engage, have offered or may offer to engage in an investment transaction with the City of Kingsville.

2. I own ten per cent (10%) or more of the voting stock or shares of or \$5,000 or more of the fair market value of the following business organization.

3. I have received from the following business organizations funds that exceed ten percent (10%) of my gross income for the previous year.

4. I acquired from the following business organizations during the previous year investments with a book value of \$2,500 or more for my personal account.

5. I am related within the second degree of affinity (marriage) or consanguinity (blood) as determined by Chapter 573, Government Code, to the following individuals who are seeking, have sought or may seek to sell as investment to the City of Kingsville.

Vincent J. Capell,
City Manager

Date

APPENDIX C
INTEREST DISCLOSURE FORM

TO: Mayor and City Commission

FROM: **Deborah Balli**, Director of Finance

SUBJECT: Disclosure under the Public Funds Investment Act

As Director of Finance and Authorized City Representative, for purposes of investing City funds. I submit this disclosure of my relationships with entities or individuals who are offering, have offered, or may offer to engage in an investment transaction with the City as of the date of the completion of this form, in compliance with Public Funds Investment Act.

1. I have the following "personal business relationships" with individual or entities who are offering to engage, have offered or may offer to engage in an investment transaction with the City of Kingsville.

2. I own ten per cent (10%) or more of the voting stock or shares of or \$5,000 or more of the fair market value of the following business organization.

3. I have received from the following business organizations funds that exceed ten percent (10%) of my gross income for the previous year.

4. I acquired from the following business organizations during the previous year investments with a book value of \$2,500 or more for my personal account.

5. I am related within the second degree of affinity (marriage) or consanguinity (blood) as determined by Chapter 573, Government Code, to the following individuals who are seeking, have sought or may seek to sell as investment to the City of Kingsville.

Deborah Bailli,
Director of Finance

Date

APPENDIX C
INTEREST DISCLOSURE FORM

TO: Mayor and City Commission

FROM: James Bryson, Accounting Manager

SUBJECT: Disclosure under the Public Funds Investment Act

As Accounting Manager and Authorized City Representative, for purposes of investing City funds. I submit this disclosure of my relationships with entities or individuals who are offering, have offered, or may offer to engage in an investment transaction with the City as of the date of the completion of this form, in compliance with Public Funds Investment Act.

1. I have the following "personal business relationships" with individual or entities who are offering to engage, have offered or may offer to engage in an investment transaction with the City of Kingsville.

2. I own ten per cent (10%) or more of the voting stock or shares of or \$5,000 or more of the fair market value of the following business organization.

3. I have received from the following business organizations funds that exceed ten percent (10%) of my gross income for the previous year.

4. I acquired from the following business organizations during the previous year investments with a book value of \$2,500 or more for my personal account.

5. I am related within the second degree of affinity (marriage) or consanguinity (blood) as determined by Chapter 573, Government Code;, to the following individuals who are seeking, have sought or may seek to sell as investment to the City of Kingsville.

James Bryson,
Accounting Manager

Date

AGENDA ITEM #7

October 16, 2013

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

RE: Consider waiving interest on Weed Liens
Property owned by Emerico Garcia
Lot E/2 W/2 1, Block 4, Garcia Acres 2

Vol. 402 Page 321, filed 11/20/08 principal \$324.76 + interest \$160.74 = \$485.50

Mr. Capell,

Mr. Emerico Garcia is requesting the City waive the Weed Lien Interest accrued **prior to September 3, 2013** on the property he owns located a Lot E/2 W/2 1, Block 4, Garcia Acres 2 (1229 E Avenue C). Mr. Garcia recently purchased the property on a tax sale from Kleberg County on September 3, 2013. Past due taxes were paid in full on 09/03/2013 in the **amount** of \$3,000 and no recent code violations have been reported or cited.

The above listed lien covers worked performed by the City on 01/06/06 and 08/15/06.

If the Commission were to approve the waiver of interest in the amount of **\$160.74**, Mr. Emerico Garcia would be required to pay the principal amount of **\$324.76** within 30 days after the Commission approval date for the waiver of interest to be effective.

Sincerely,



Deborah Balli, CPA
Finance Director

September 25, 2013

City of Kingsville
Attention: City Council

Attending Agent,

I am writing to request that the following item be placed on the Agenda for your next City Council meeting on October 14, 2013:

- * Petition to Waive Charges - Emerico H. Garcia

See pertinent details below:

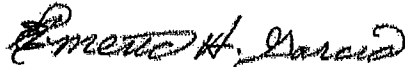
On Sept 3, 2013 I attended a county auction on the west side of the courthouse in interest of purchasing two vacant lots located 1229 E. Ave. C. In that process, I inquired about any additional fees owed on this property and was clearly told there were none. Upon purchasing the two lots in the amount of \$3,000.00 was informed that the property had a judgment in the amount of \$1800 against the previous owners, who were never found. In an effort to resolve this matter, I spoke to Romeo Lomas, County Commissioner who directed me to Paul Chapa, auctioneer. Mr. Chapa immediately gave the order to waive the judgment and those fees were so waived.

After having resolved that issue, the county clerk provided me with a lien affidavit form for charges resulting from lawn maintenance on ~~said~~ property in the amount of \$924.76 plus 10% interest from 2006 to date. These fees are intended for the previous owners, but were in turn, applied to the cost of the lots. Since I was not the owner of this property at the time these services were rendered and I was not informed of these fees at the time of purchase, I am asking that they be waived in their entirety.

For the record, these lots are located directly behind my place of residence. The intended use of this property will be a future home for my grandson, who intends to build a home on that property someday. The hope is that he will be able to reside close to and assist us, as we advance in age. As such, we completely intend to maintain and keep this property up to city standards.

Thank you for your time and attention to this matter.

Respectfully submitted,



Emerico H. Garcia

277459

LIEN AFFIDAVIT AND CLAIM

STATE OF TEXAS
COUNTY OF KLEBERG

§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared the undersigned affiant, who, after first being duly sworn by me, deposed and stated the following:

1. Claimant's Name. The full name of the entity/person making this claim ("Claimant") is: the City of Kingsville.
2. Claimant's Business Address. Claimant's business address is: 200 East Kleberg, Kingsville, Texas 78363.
3. Affiant's Name & Title. My full name is Carlos Yerena; I am City Manager of the City of Kingsville. I am authorized to make this affidavit on behalf of Claimant. The facts stated herein are true and correct, and within my personal knowledge.
4. Property Description. Claimant has furnished the labor and/or materials used in the mowing of property made to the following described real estate located in Kingsville, Kleberg County, Texas ("the property").
 - a. Legal, Lot E/2 W/2 1, Block 4, Garcia Acres 2.
 - b. Common, 1229 East Avenue C, Kingsville, TX 78363.
5. Materials & Labor Furnished. The labor and/or materials furnished by claimant are generally described as: riding tractor or weedeater, inspection fee, administration fee, pictures, postage fee, etc.
6. Customer's Name. The entity/person to which Claimant furnished labor and/or materials is: Barbara Sue Pena whose mailing address is 3459 East Lowe Avenue Fresno, CA, 93702-4031.
7. Claimant. The City of Kingsville is the governing municipality in which had to secure safety amongst the citizens by mowing of property at said property. The City of Kingsville abated the nuisance for which the above described labor and materials were furnished for which this lien is claimed.
8. Owner's name and address. The owner or reputed owner of the property and improvements is: Barbara Sue Pena., whose mailing address is 3459 East Lowe Avenue, Fresno, CA 93702-4031.
9. Amount of Claim. The sum of Three hundred twenty-four dollars & 76/100 (\$324.76) is the unpaid balance due and owing to claimant for said materials and/or labor after allowing for all just and lawful offsets, payments and credits known to me for work performed on see attached "Exhibit A".
10. Notice and Demand for Payment. Claimant gave written notice of the claim to Barbara Sue Pena., whose mailing address is 3459 East Lowe Avenue, Fresno, CA 93702-4031 by sending notice to abate and then after no response, sending notice of invoice. Claimant demands payment of the \$324.76 amount due from customer identified in this affidavit.

11. Lien Claim. To secure payment of the amount due, Claimant asserts a statutory and constitutional lien on the property and improvements constructed thereon to the full extent permitted by law. This lien is a privileged lien for work done on the property in accordance with Texas Health and Safety Code Section 342.006 et seq., which lien shall be second only to tax liens and liens for street improvements; and the amount shall bear 10% interest from the date of this filing.

Carlos Yerena

Carlos Yerena, Affiant as agent for
City of Kingsville

SUBSCRIBED AND SWORN TO BEFORE ME on 19 day of November, 2008.

Mary Valenzuela

Notary Public, State of Texas

STATE OF TEXAS

§
§
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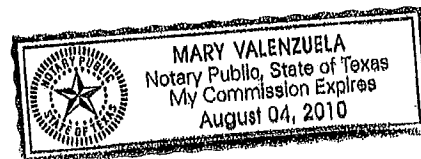
COUNTY OF KLEBERG

BEFORE ME, the undersigned authority, a Notary Public in the State of Texas, on this day personally appeared Carlos Yerena known to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she/he executed the same as the act and deed of the City of Kingsville, Texas, and as the agent and Affiant thereof, and for the purposes and consideration therein expressed.

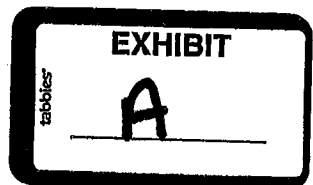
Given under my hand and seal of office this 19 day of November, 2008.

Mary Valenzuela

Notary Public in and for the
State of Texas



DATE	NAME	BILL	ST #	STREET	LOT	BLOCK	ADDITION	COST
01/06/06	BARBARA SUE PENA	1606	1229	E AVE C	E/2 W/2 1	4	GARCIA ACRES 2	\$184.03
08/15/06	BARBARA SUE PENA	13106	1229	E AVE C	E/2 W/2 1	4	GARCIA ACRES 2	\$140.73
								\$324.76



FILE#

277459

FILED FOR RECORD

08 NOV 20 AM 11:08

LEO ALARCON
COUNTY CLERK KLEBERG COUNTY

BY *Clarissa M. Moreno*
DEPUTY

Indexed

Compared

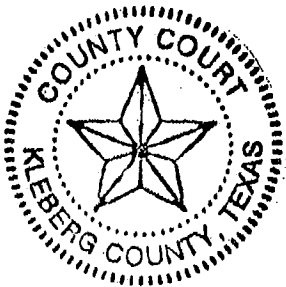
CLARISSA M. MORENO

THE STATE OF TEXAS, COUNTY OF KLEBERG, I HEREBY CERTIFY THAT
THIS INSTRUMENT WAS FILED ON THE DATE AND TIME STAMPED
HEREON BY ME AND WAS DULY RECORDED IN THE OFFICIAL RECORDS
OF KLEBERG COUNTY, TEXAS

VOL. 402 PAGE 321

NOV 24 2008

RECORDING DATE



Leo Alarcon

LEO ALARCON
COUNTY CLERK, KLEBERG COUNTY

ANY PROVISIONS HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR
USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE INVALID AND ENFORCEABLE UNDER FEDERAL LAW

RETURN TO:

CITY OF KINGSVILLE
ATTN: VILMA CASTILLO
PO BOX 1458
KINGSVILLE TEXAS 78364

RECORDERS MEMORANDUM:

ALL OR PART OF A SOCIAL SECURITY NUMBER, IF CONTAINED IN THIS DOCUMENT,
MAY HAVE BEEN REDACTED. TEX. GOV'T CODE SEC. 552.147 (b) THE COUNTY CLERK
MAY REDACT A LIVING PERSON'S SOCIAL SECURITY NUMBER FROM ANY OR
ALL DOCUMENTS CONTAINED FOR DISCLORE BY KLEBERG COUNTY.

AGENDA ITEM #8

RESOLUTION NO. #2013-_____

A RESOLUTION CASTING THE CITY OF KINGSVILLE'S VOTES TO CANDIDATE AL GARCIA FOR ELECTION TO THE BOARD OF DIRECTORS OF THE KLEBERG COUNTY APPRAISAL DISTRICT; REPEALING ALL RESOLUTIONS IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE.

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

I.

THAT the City of Kingsville herewith casts all its votes to the following candidate for election to the Board of Directors of the Kleberg County Appraisal District:

AL GARCIA

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 28 th day of October, 2013.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM

Courtney Alvarez, City Attorney

KLEBERG COUNTY APPRAISAL DISTRICT
502 E. KLEBERG * P. O. BOX 1027 * KINGSVILLE, TEXAS 78364
361-595-5775 * 361-595-7984 (FAX)

DATE: October 18, 2013

TO: SAM FUGATE, CITY OF KINGSVILLE MAYOR

FROM: ERNESTINA (TINA) FLORES, R.P.A.
CHIEF APPRAISER OF KLEBERG COUNTY

Enclosed is the ballot listing the nominees for the Board of Directors of the Kleberg County Appraisal District in alphabetical order by candidate's last name. According to the Property Tax Code, I should deliver this ballot before October 30th.

I have also enclosed another copy of the 2014 Board of Directors Votes Per Voting Unit spreadsheet and another copy of the Calculation of Voting Entitlement For Each Voting Unit spreadsheet that were included in the Board of Directors election letter that was dated June 21, 2013.

The Texas Property Tax Code states that the governing body of each taxing unit entitled to vote shall determine its vote **by resolution** and submit it the chief appraiser **before December 15th**. You may cast all your votes for one candidate or you may distribute the votes among any number of candidates, but the casting of votes must be in the form of a motion in order to be a resolution.

According to the Property Tax Code, a voting entity must cast its votes for a person named on the ballot. The Chief Appraiser may not count any votes for someone not listed on the official ballot. The Chief Appraiser will count the votes and notify the taxing units and the candidates of the results before December 31, 2013.

Thank you for your cooperation in this matter. Please feel free to call me if you have any questions.

Sincerely,



Ernestina "Tina" Flores, R.P.A.
Chief Appraiser

Enclosures

Cc: Vincent J. Capell, City Manager
Mary Valenzuela, City Secretary

ELECTION OF BOARD OF DIRECTORS
FOR THE
KLEBERG COUNTY APPRAISAL DISTRICT
FOR THE 2014 – 2015 TERM

BALLOT

INSTRUCTION NOTE: All votes may be cast for one candidate or may
be distributed among any number of candidates.

<i>CANDIDATES</i>	<i>VOTES</i>
<u>Garcia, Al</u> —————→	_____
<u>Garcia, Filiberto</u> —————→	_____
<u>Mittag, Edwin Allan</u> —————→	_____
<u>Morales, Daniel</u> —————→	_____
<u>Yaklin, Lynn</u> —————→	_____

TOTAL _____

KLEBERG COUNTY APPRAISAL DISTRICT
2014-2015 BOARD OF DIRECTORS VOTES PER VOTING DISTRICT

TAXING JURISDICTIONS	2012 LEVIES	PERCENT	TOTAL VOTES	DISTRICT VOTES
KLEBERG COUNTY	\$10,061,322.85	29.85%	5000	1492
CITY OF KINGSVILLE	\$5,847,412.25	17.35%	5000	867
KINGSVILLE I.S.D.	\$10,616,825.22	31.49%	5000	1575
RICARDO I.S.D.	\$1,614,805.25	4.79%	5000	239
RIVIERA I.S.D.	\$2,573,679.53	7.63%	5000	382
SANTA GERTRUDIS I.S.D.	\$2,373,447.50	7.04%	5000	352
SOUTH TEXAS WATER AUTHORITY	\$577,154.74	1.71%	5000	86
KENEDY COUNTY GROUNDWATER DISTRICT	<u>\$47,272.55</u>	<u>0.14%</u>	5000	7
TOTAL	\$33,711,919.89	100.00%		5000

**KLEBERG COUNTY APPRAISAL DISTRICT
CALCULATION OF VOTES
FOR BOARD OF DIRECTORS
2014-2015**

KLEBERG COUNTY

10,061,322.85 / 33,711,919.89
0.29845 X 1000 = 298.45
298.45 X 5 = 1492

CITY OF KINGSVILLE

55,847,412.25 / 33,711,919.89
.17345 X 1000 = 173.45
173.45 X 5 = 867

KINGSVILLE I.S.D.

10,616,825.22 / 33,711,919.89
.31493 X 1000 = 314.93
314.93 X 5 = 1575

RICARDO I.S.D.

1,614,805.25 / 33,711,919.89
.0479 X 1000 = 47.90
47.9 X 5 = 239

RIVIERA I.S.D.

2,573,679.53 / 33,711,919.89
.07634 X 1000 = 76.34
76.34 X 5 = 382

SANTA GERTRUDIS I.S.D.

2,373,447.50 / 33,711,919.89
.0704 X 1000 = 70.40
76 X 5 = 352

SOUTH TEXAS WATER AUTHORITY

577,154.74 / 33,711,919.89
.01712 X 1000 = 17.12
17.12 X 5 = 86

KENEDY COUNTY GROUNDWATER DISTRICT

47,272.55 / 33,711,919.89
.00140 X 1000 = 1.40
1.40 X 5 = 7

AGENDA ITEM #9

RESOLUTION #2013-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CLINICAL AFFILIATION AGREEMENT BETWEEN THE KINGSVILLE FIRE DEPARTMENT AND HALO FLIGHT EMS TRAINING ACADEMY; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Kingsville Fire Department has been approached by the HALO Flight EMS Training Academy to conduct a program of clinical education or field work experience at the Fire Department to help train the academy's student candidates for Emergency Medical Service (EMS) certification;

WHEREAS, the Department is agreeable to conduct the training under the guidelines stated in the attached agreement;

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

I.

THAT the City Manager is authorized and directed as an act of the City of Kingsville, Texas to enter into a Clinical Affiliation Agreement between the Kingsville Fire Department and HALO Flight EMS Training Academy 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 October, 2013.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

HALO FLIGHT EMS TRAINING ACADEMY CLINICAL AFFILIATION AGREEMENT

This Agreement, by and between Kingsville Fire Department (hereinafter referred to as "PROVIDER"). Located at 119 N. 10th St., Kingsville, Texas; mailing 119 N. 10th St., Kingsville, Texas 78363 and HALO Flight EMS Training Academy (hereinafter referred to as HFEMSTA). Located at 1843 FM 665, Corpus Christi, TX 78415. HFEMSTA and Provider may individually be referred to herein as a "Party" and collectively as the "Parties".

For the purpose of providing a clinical training site and learning environment for student candidates for EMS certification.

WITNESSETH

WHEREAS, HFEMSTA offers a certification program in Emergency Medical Services;

WHEREAS, PROVIDER offers a comprehensive outpatient acute care entity licensed in the state of Texas;

WHEREAS, it is agreed by the parties to be of mutual interest and advantage that the students of HFEMSTA be given the opportunity to utilize PROVIDER as a setting for a clinical learning experience through the application of knowledge and skills in an acute care setting, up to the level of the EMS candidate's training.

WHEREAS, no financial obligation will be incurred by either party as a result of this agreement;

WHEREAS, assignment of students will be made without regard for race, creed, sex, or national origin;

WHEREAS, at no time will students be considered employees and therefore will not be eligible to receive payment for services rendered, replace an agency employee, or possess authority to enter any form of agreement, binding or otherwise on behalf of the PROVIDER;

WHEREAS, medical care for any acute injury or illness students may experience while at PROVIDER will be immediately provided, and that cost of healthcare provided will be the sole responsibility of the student.

STATEMENT OF WORK

HFEMSTA and PROVIDER agree to work cooperatively in providing HFEMSTA students a clinical learning experience through the application of knowledge and skills in an acute care setting.

RESPONSIBILITIES

HALO Flight EMS Training Academy will:

1. Establish guidelines for clinical eligibility,
2. Be responsible for the provision of classroom theory and practical instruction to students prior to clinical assignments,
3. Be responsible for selection of students entering the program,
4. Ensure students attend clinical orientation sessions as required by the PROVIDER,
5. In cooperation with PROVIDER prepare clinical rotation schedules, ensure PROVIDER receives schedule, and ensure PROVIDER approves proposed schedule prior to sending students,
6. Provide clinical staff with ability to evaluate student performance,
7. Furnish PROVIDER with proof of student liability insurance,
8. Ensure compliance with published PROVIDER policies as provided to HFEMSTA,
9. Supply PROVIDER with proof of student health to include,
 - negative PPD test
 - HBV vaccine or signed refusal
 - Other immunizations (as required)
10. Ensure HIPAA training and Confidentiality Statement(s) have been completed by each HFEMSTA student prior to students entering clinical areas (PROVIDER may utilize their form),
11. Furnish PROVIDER with a set of student objectives for each certification level,
12. Adhere to the PROVIDER Communicable Disease Reporting guidelines and provide student education on blood borne pathogens during initial training,
13. Inform PROVIDER of any change in student's status during the scheduled clinical time,
14. Comply with PROVIDER request to remove student(s) should just cause exist. All students or faculty representing the HFEMSTA program shall be accountable to the PROVIDER Administrator or designee.

PROVIDER shall:

1. Assign a liaison to HFEMSTA for purposes of scheduling clinical time,
2. Accept students assigned to the facility by HFEMSTA Clinical Coordinator,
3. Assist in evaluating students assigned to PROVIDER,
4. Assign each student with a Preceptor to assist and monitor student. Preceptor must be equal or above candidate's certification level of training,
5. Under proper supervision allow/encourage "hands-on" experiences at Basic level appropriate to knowledge objectives for the level of training being provided,
6. Initiate documentation of any student expose and provide information and/or referrals as necessary to manage the situation,
7. Draw and process baseline blood samples where appropriate for communicable disease exposures,
8. Have ability to request removal of student when conduct or performance is not in accordance with published PROVIDER policies or which is detrimental to patient care. PROVIDER will provide HFEMSTA with written documentation of incident and will retain final authority on whether student in question is allowed to continue rotations with PROVIDER.

TERMS OF CONTRACT

This Agreement shall remain in force until such time as it is terminated by either party, with thirty (30) days written notice to the other party. Both parties reserve the right to terminate this Agreement for reasonable cause.

GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Texas.

THE UNDERSIGNED PARTIES BIND THEMSELVES TO THE FAITHFUL PERFORMANCE OF THIS AGREEMENT.

Kingsville Fire Department:

Name: Joey Reed

Title: Fire Chief

Sign: _____

Date: _____

HALO Flight EMS Training Academy:

Name: Angelica Requenez,
RN, CCRN, CEN, CCEMT-P, LP

Title: Program Director

Sign: _____

Date: _____



196007

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/9/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (713) 507-4700 Wells Fargo Insurance Services USA, Inc. 24 Greenway Plaza, Suite 1100 Houston, TX 77046-2401	CONTACT NAME: Stephanie Hoffman PHONE (A/C, No, Ext): 713-507-4774 E-MAIL: stephanie.hoffman@wellsfargo.com ADDRESS: FAX (A/C, No): 866-587-8910																					
INSURED Halo Flight, Inc. 1843 FM 665 Corpus Christi, TX 78415	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Darwin Select Insurance Company</td><td>24319</td></tr><tr><td>INSURER B:</td><td>Axis Surplus Insurance Company</td><td>26620</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Darwin Select Insurance Company	24319	INSURER B:	Axis Surplus Insurance Company	26620	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER B:	Axis Surplus Insurance Company	26620																				
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 6033051**REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
A	Medical Professional Liability			03069652	09/01/2012	01/01/2014	1,000,000 each claim \$3,000,000 aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Proof of Insurance

CERTIFICATE HOLDER**CANCELLATION**Kingsville Fire Department
119 N. 10th St.
Kingsville, TX 78363

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

The ACORD name and logo are registered marks of ACORD

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ACORD 25 (2010/05)

(This certificate replaces certificate# 6031313 issued on 5/9/2013)

Certificate of Insurance (Con't)**OTHER Coverage**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
B	Educational Professional			ECN000181161301	01/01/2013	01/01/2014	\$1,000,000 Each Wrongful Act
							\$3,000,000 Total Limit
							\$1,000 Retention



KINGSVILLE FIRE DEPARTMENT

Joey Reed
Fire Chief
P.O. Box 1458
Kingsville, Texas 78364
(361) 592-6445

October 17, 2013

TO: VINCE CAPELL, CITY MANAGER

FROM: JOEY REED, FIRE CHIEF

SUBJECT: **HALO FLIGHT EMS TRAINING ACADEMY AGREEMENT**

Halo Flight EMS Training Academy has requested an agreement with the City of Kingsville that would allow their student candidates to ride along with Kingsville Fire Department ambulance personnel for the purpose of gaining direct emergency medical service field experience. Halo Flight EMS Academy students may only participate up to the level of their specific Emergency Medical Technician training.

There would be no expense to the City of Kingsville for providing this educational experience to the Halo Flight students. Kingsville personnel would provide guidance and oversee ride along personnel while performing their regular duties. Kingsville Fire Department personnel improve their skills when teaching or evaluating others.

As the primary air ambulance provider for the City of Kingsville, Halo Flight assists Fire Department personnel with patients on a regular basis and also provides training to our personnel when requested. It will allow greater interaction on emergency scenes and helps break down any organizational or jurisdictional barriers that might be perceived. Any combined operations or training that can be developed between the City of Kingsville Fire Department and our air ambulance provider should be of benefit to both organizations and the public.

Thank you.

AGENDA ITEM #10



MEMORANDUM

From

The Human Resources Department

Date: October 21, 2013

To: Vincent Capell
City Manager

From: Diana Gonzales, SPHR
Human Resources Director

Subject: Proposed City of Kingsville and Kingsville Law Enforcement Association
Collective Bargaining Agreement for October 1, 2013 to September 30, 2016

SUMMARY

The collective bargaining agreement between the City of Kingsville and the Kingsville Law Enforcement Association is presented for consideration.

The City of Kingsville and association members commenced collective bargaining on May 6, 2013. Several meetings were held to discuss the current agreement and proposed changes. On October 16, 2013, the City of Kingsville received official notification indicating the Kingsville Law Enforcement Association met on October 7, 2013 and voted to ratify the proposed agreement.

The current contract has thirty-eight (38) sections or articles. Ten (10) articles received some modification and are summarized as follows:

- | | |
|------------|---|
| Article 7 | Entry Level Hiring
Clarification of the Alternate Level Hiring Process |
| Article 8 | Probationary Period
Additional wording added to Section 4: Probation after Promotion regarding evaluations and probationary periods |
| Article 9 | Promotions (including Appendix B)
Movement of Article 9 Promotions, Section 5 Probationary Periods after Promotion to Article 8 and adjusted. Scoring process was reviewed and weights of the different sections of the testing process were redefined and adjusted. Additional wording added to address situations where there may be only one person passing the written exam. |
| Article 10 | Seniority
Redefining the term as the length of service starting from the date of the most recent date of appointment as a City of Kingsville police officer |

Article 16	Safety and Equipment Clarification of K-9 officer's training time
Article 22	Sick Leave Grammatical error correction
Article 29	Compensation (including Appendix A) New compensation table in Appendix A including the creation of additional police officer step increases and reduction of steps for ranking positions by end of Year 2 of contract period
Article 30	Longevity Increase in longevity for Year 2 and Year 3 of contract period
Article 31	Employee Investigations and Disciplinary Action Clarification of documents included in contract by reference
Article 38	Duration Proposed new three year contract from October 1, 2013 to September 30, 2016

FINANCIAL IMPACT

The agreement is proposed to expend the following for civil service police officer compensation in the following categories:

	BASE BUDGETED WAGES	CERTIFICATION	LONGEVITY
Proposed Year 1			
FY 2013-2014	2.28%	No Change	No Change: \$5 per year of service
Additional Budget Increase	\$44,969	\$0	\$0
Proposed Year 2			
FY 2014-2015	1.56%	No Change	Change: \$6.50 per year of service
Additional Budget Increase	\$31,418	\$0	\$10,902
Proposed Year 3			
FY 2015-2016	1.66%	No Change	Change: \$7.00 per year of service
Additional Budget Increase	\$34,008	\$0	\$ 6,642

Percentage increases to Wages are not across the board increases. Example: In Year 1 the 2.28% increase is an overall increase to budgeted dollars for civil service personnel base wages.

Individual classifications of Police Officer, Corporal, Sergeant and Lieutenant receive different percentage wage increases as indicated below:

Year 1	Increases range from 0.4% to 5.1%
Year 2	Increases range from 0.0% to 4.4%
Year 3	Increases range from 0.8% to 3.6%

Total increase to Base Wages over the three (3) year contract period is 5.5%

The previous three (3) year contract from October 1, 2010 to September 30, 2013 increased base wages by 4.5% as follows:

	Budgeted Base Wage % Increase
FY 2010-2011 (Year 1)	2.00% with additional increases to Certifications
FY 2011-2012 (Year 2)	1.00% with additional increases to Certifications
FY 2012-2013 (Year 3)	1.50% with additional increases to Certifications and Longevity

RECOMMENDATION

The City of Kingsville negotiating team and the Kingsville Law Enforcement Association negotiating team discussed and reviewed the document presented and tentatively agreed to all changes presented for City Commission consideration.

RESOLUTION # 2013-____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF KINGSVILLE, TEXAS AND THE KINGSVILLE LAW ENFORCEMENT ASSOCIATION FOR FISCAL YEARS 2013 THROUGH 2016; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

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

I.

THAT the City Manager is authorized and directed as an act of the City of Kingsville, Texas to enter into a collective bargaining agreement for the period covering October 1, 2013 to September 30, 2016 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 _____ October _____, 2013.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

DRAFT DRAFT DRAFT

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF KINGSVILLE

AND

KINGSVILLE LAW ENFORCEMENT ASSOCIATION

OCTOBER 1, 2013 TO SEPTEMBER 30, 2016

Approved by City Commission on _____

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No Change**ARTICLE 1 PREAMBLE**

This Agreement between the City of Kingsville, Texas, hereinafter referred to as the "employer" or the "City," and the Kingsville Law Enforcement Association, hereinafter referred to as the "officers", "employees" or the "Association," is entered into in order to meet the statutory mandate of Chapter 174 of the Local Government Code.

No Change**ARTICLE 2 RECOGNITION**

The Employer recognized the Kingsville Law Enforcement Association as the sole and exclusive representative of the members of the bargaining unit, consistent with the provision of the Texas Fire and Police Employee relations Act.

No Change**ARTICLE 3 MANAGEMENT RIGHTS**

It is expressly agreed that all management rights which ordinarily vest in and are exercised by the Employer*, except those which are clearly and expressly relinquished herein by the Employer, shall continue to vest exclusively in and be exercised exclusively by the Employer. The Employer shall retain all powers, duties, and rights established by Constitutional provision, State statute, City ordinance, City Charter or other source of law, and departmental rules, standing orders and/or instructions, and retains the power to act or not to act as it deems appropriate. This shall include, but not be limited to, the right to:

1. Manage, determine, and control the use, location, and delivery of City services, City equipment, property, facilities and City operations, direct the work forces and City affairs.
2. Determine Police Department's activities and set forth all standards and types of service offered to the public.
3. Allocate and assign work to police offers, assign offers to shift, to determine the number of shifts, hours of work, starting time, and schedule all of the foregoing. The city retains the right to establish, modify, or change any shifts, starting times and/or work schedules.
4. The City retains the right to direct police activities, including determination of qualification, the right to hire, promote, suspend, discipline, discharge and transfer employees, and to determine the size of the work force and to curtail activity when necessary, by laying off police officers due to lack of work or for other reasons in the judgment of the Employer, the right to recall employees from layoff, except as specifically limited by the terms of this agreement, the right to set and administer policy regarding wages and fringe benefits, including, but not limited to, retirement contributions, scope of insurance and City's participation in cost, if any, number of days of vacation, sick leave and designated holidays, and to modify same at its discretion, to the extent not inconsistent with this agreement.
5. Determine services and police tasks to be performed and methods, schedules, standards, means and processes of the work, changes, or the institution of new and/or improved methods.
6. Adopt and put into effect City and Police Department rules and regulations, performance and discipline rules, regulations and penalties for violation thereof.

7. Use civilians in the Police Department to perform duties which do not require sworn officers. Civilians performing these duties are not subject to the terms of his Agreement.
8. The City shall have exclusive authority to transfer any governmental operations now conducted by it to another unit of government. Upon such transfer, all agreements are terminated, including this agreement as pertaining to personnel of the department affected by the transfer.
9. The City reserves the right to use personnel from the Police Department and the Fire Department interchangeably during natural disasters and civil disorders.

The rights listed above are not all inclusive, but enumerate, by way of illustration, the type of rights which belong to the Employer; and any other rights, powers, or authority the employer had prior to the signing of this Agreement are retained by the employer, except those which are clearly and specifically relinquished in this Agreement.

*The employer and the association agree that the police officers of the City of Kingsville work directly under the supervision of the chief of police or his designee.

No Change

ARTICLE 4 ASSOCIATION RIGHTS

Section 1. Recognition

The City hereby recognized the Kingsville Law Enforcement Association as the sole and exclusive collective bargaining agent for the unit consisting of all sworn Police Officers, except the Chief.

Section 2. Payroll Deductions

1. The City shall deduct monthly Association dues from each individual member who has voluntarily authorized Association dues deduction. The City shall not deduct dues or other funds for any other "association" as set defined in Chapter 174, Local government Code. Any individual member of the bargaining unit wishing to voluntarily withdraw his authorization for Association dues deductions must sign the appropriate form and submit it to the Human resource Department, two weeks before the payday on which the change is to be effective. The employee shall notify the Association in writing if he or she revokes or adds his authorization for dues deduction within thirty (30) days from the revocation or addition of the deduction. The amount of deductions shall be the amount set forth in any deduction authorized by individual members or letters of request signed by the President of the Association. Any dues deductions set forth herein already previously authorized by a member shall be automatically increased by the City upon any letter signed by the President of the Association and stating that such increase has been approved consistent with the Constitution and Bylaws of the Association. Such letter altering the amount of Association dues shall be submitted no later than thirty (30) days prior to the beginning of the effective pay period. The Human Resource Director may require the Association President to present a copy of the Association minutes indicating approval of the dues change. All amounts deducted pursuant to this Article shall be paid to the legally designated representative of the Association in accordance with reasonable procedures established by the City. The City shall provide the Association with a list of members from whom it has deducted dues within thirty (30) days after each payday.

2. The City shall deduct on a city-approved form the monthly Association political action committee contributions from each individual member who has voluntarily authorized an Association political action committee deduction. Any individual member of the bargaining unit wishing to voluntarily withdraw his authorization for an Association political action committee deduction must sign the appropriate form and

submit it to the Human resource Department, two weeks before the payday on which the change is to be effective. The employee shall notify the Association in writing if he or she revokes or adds his authorization for political action committee deduction within thirty (30) days from the revocation or addition of the deduction. The amount of deductions shall be the amount set forth in any deduction authorized by individual members. All amounts deducted pursuant to this Article shall be paid to the legally designated treasurer of the Association political action committee in accordance with reasonable procedures established by the city. The City shall provide the Association with a list of members from whom it had deducted political action committee contributions within thirty (30) calendar days after each payday.

Section 3. Time Off for Association Business

1. When off duty, the Executive Board members shall have the right to visit the premises of the Police Department for the purpose of administering this Agreement. Such visits shall be conducted in a manner so as not to interfere with the functions of the Department.
2. The Association's negotiating team, not to exceed three (3) members, shall be permitted without loss of pay to attend negotiating sessions with City representatives, where such sessions or meetings are scheduled during working hours; or shall be given time off without loss of pay for the scheduled night shift immediately preceding such negotiating sessions. The parties will work together for attendance at negotiating sessions while minimizing overtime for the Police Department.
3. On each January 1, each member of the Association shall contribute up to five (5) hours of accrued vacation leave or compensatory time to a pool to be known as the "Association Leave Pool." This pool may be used by the Association to receive time off with pay to attend scheduled state and national association board meetings, conventions and training programs; labor and police related training programs; arbitration and grievance hearings of members by elected Association official or representatives; and other Association-related activities. The Association President shall notify the Chief in writing at least five (5) working days in advance of any requested use of the leave pool. Such requests by the Association shall not be unreasonably refused. The Chief may order any Association members using the leave pool to report for duty as assigned by the Chief during an emergency situation.

Section 4. Bulletin Boards

The Association has the exclusive right to maintain one (1) bulletin board at the police station in a site designated by the Chief. The bulletin board shall be located in a conspicuous location. The board may be used for the following notices: (1) Association elections, (2) reports for Association committees, (3) rulings or policies of the State or national Association, and (4) Legislative enactments and judicial decisions affecting public employee labor relations. The Chief must approve in advance all materials to be posted on the bulletin board, and will disapprove of any posting which does not meet the criteria listed above in this subsection. The Association President must approve and sign off in advance on any posting on the Association bulletin board. The Chief shall not unreasonably withhold his approval of postings. The City shall not allow any other "association" as defined in Chapter 174, Local government Code, to maintain a bulletin board.

Section 5 Pre-emption of Chapter 143

To the extent that any provision of this article conflicts with or changes Chapter 143 or any other statute, executive order, local ordinance or rule, this Agreement shall supersede such provisions, as authorized by Section 174 of the Texas Local Government Code.

No Change**ARTICLE 5****NO STRIKE CLAUSE**Section 1 Strike. Definition

"Strike" means, whether done in concert or individually, a failure to report to duty, the willful absence from ones position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment (including, but not limited to "slowdowns," "blue flu," "sickouts," "enhanced enforcement," "ticket blitzes," the intentional failure to make arrests and sympathy strikes), for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment.

Section 2 No Strike

Neither the Association nor any employee shall cause, counsel or permit members to strike, slow down, disrupt, sickout, blue flu, impede or otherwise impair the normal functions of the Department; nor to refuse to cross any picket lines by whomever established, nor to engage in any sympathy strike.

Section 3 Discipline

Any or all employees who violate any provision of the law prohibiting strikes or any provision of the Article may be dismissed or otherwise disciplined by the Employer, without recourse to the grievance procedure.

Section 4 Consequences of Illegal Strike

In the event of a strike as prohibited by this Article, the employer may permanently replace striking bargaining unit members, and the Association shall publicly disavow the action by posting a notice at the Police department and issuing a press release to the media stating the strike is unauthorized and unsupported by the Association.

The Association shall in good faith promptly direct in writing, verbally, or both, the members of the bargaining unit to return to work notwithstanding the existence of any strike and use every reasonable effort in cooperation with the City to terminate the strike.

The Association's failure to comply with the above conditions, in the event of a strike in which members of the bargaining unit participate, shall be grounds for the City to terminate this Agreement and cease recognition of the Association.

No Change**ARTICLE 6****NON-DISCRIMINATION**

The City and the Association both agree not to discriminate against any employee for their lawful activity on behalf of, or membership or non-membership in, the Association. Nothing in this Agreement shall interfere with any employee's right to pursue allegations of discrimination based on race, creed, color, national origin, religion, age, sex/gender, sexual orientation or disability under federal or state law.

The City shall provide the following to all police officers:

- a) City of Kingsville Civil Service Rules
- b) City of Kingsville Police Department Manual
- c) City of Kingsville Administrative Policies and Procedures Manual

d) A copy of this agreement

The City shall not dominate, interfere, or assist in the formation, existence or administrations of any employee organization which is qualified to be a collective bargaining agent for police officers; or contribute financial support to any such organization.

Neither the City nor the Association shall engage in the following practices:

1. Interfere with, restrain, or coerce employees in the exercise of rights granted by TLGC Chapter 174 or in this agreement;
2. Encourage or discourage membership in any employee organization by discrimination in hiring, tenure, training or other terms and conditions of employment;
3. Discharge or otherwise discriminate against any employee because he has filed an affidavit, petition, grievance, or complaint, or given any information or testimony alleging violations of this agreement.
4. Discriminate against any employee because of association, non-association, or affiliation or discriminate in the application or interpretation of this agreement.
5. Cause or attempt to cause an employee to discriminate against another employee because of the employee's membership or non-membership in any employee organization, or attempt to cause the City to violate any rights of the employee.

The city recognizes its responsibility to a consistent interpretation and application of Departmental Rules and regulations, Special Directives, and Orders which govern the conduct of employees. The city shall take into account the circumstances surrounding the incident, the nature of the violations, the employee's record of discipline, and the employee's record of performance and conduct.

The Association recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit.

If the employee elects to pursue a non-contractual remedy for discrimination, it shall constitute a waiver of the right to pursue that complaint through the grievance and arbitration process provided by this agreement.

ARTICLE 7 ENTRY LEVEL HIRING

Section 1. Entry-Level Hiring

1. The City shall follow entry-level hiring processes as mandated by Chapter 143. Each applicant must successfully complete the following:

- a. Written examination
- b. Physical fitness examination
- c. Background Investigation
- d. Panel Interview (panel to be appointed by the Chief but will include two (2) interviewers appointed by the Association.) A list of six (6) potential panel interviewers (active City of Kingsville police officers) will be submitted to the Chief of Police. The Chief shall select two (2) persons from the pool to sit on the interview panel.
- e. Medical examination
- f. Drug test
- g. Psychological examination

2. Alternate Level Hiring Process

Applicants qualifications: The Chief, without regard to the existence of or requirements for any eligibility list for beginning positions in the Department, may appoint applicants to police officer positions ~~(not to exceed the 25-month Police Officer salary)~~ provided the applicant meets the following minimum requirements:

- a. Has a current TCLEOSE peace officer intermediate certification
- b. Is employed or has been employed for at least three (3) continuous years as a law enforcement officer commissioned by TCLEOSE by a city, county, state or federal law enforcement agency; and
- c. Has actively worked as a law enforcement officer within the twelve (12) months preceding his application

Section 2 Entry Requirements for Alternate/Lateral Hires/Reinstated Officers

Each applicant must successfully complete entry requirements, including: as determined by the Chief of Police to include a Panel Interview as outlined in Section 1.1(d).

- ~~1. A written proficiency examination to identify writing skills and knowledge of Texas law;~~
- ~~2. Physical fitness examination;~~
- ~~3. A background investigation;~~
- ~~4. Panel interview (panel to be appointed by the Chief, but will include two (2) interviews appointed by the Association). A list of six (6) potential panel interviewers (active City of Kingsville police officers) will be submitted to the chief of Police. The Chief shall select two (2) persons from the pool to sit on the interview panel.~~
- ~~5. Medical examination;~~
- ~~6. Drug test;~~
- ~~7. Psychological examination.~~

Section 3 Reappointment of Police Officers

~~A candidate meeting the qualification of a Reinstated Officer or Lateral Entry Officer may be hired by the Department without taking another entrance examination.~~

- ~~1. The applicant must submit a written request to the Chief of Police, who makes the final recommendation to the City Manager for reappointment. An applicant for reappointment will not be considered unless recommended by the Chief of Police. An applicant for reappointment may appeal his/her rejection by the Chief of Police.~~
- ~~2. Prior to recommending reappointment of the candidate, the Chief of Police may review past performance records of the officer, conduct a background investigation, require appropriate alcohol and drug tests and require any other portion of the employment process he deems appropriate.~~
- ~~3. Upon receiving an offer of reappointment, the candidate must complete all entry requirements as provided in Section 2.~~
- ~~4. A candidate for reinstatement may be appointed regardless of the availability of an eligibility list for beginning positions within the Police Department.~~
- ~~5. In addition to the reasons for rejection listed in Section 143.023 of the Texas Local Government Code, a candidate for reappointment may be rejected for reasons related to previous work performance as a Kingsville Police Officer.~~

Section 4 3 Salary and Promotion Opportunities

Compensation and promotion opportunities for a Reinstated Officer or Lateral entry Officer shall be as follows:

The beginning salary of officers appointed under this alternate hiring / Lateral Entry or Reinstated Officer process may be equal to the 37 25-month Police Officer salary. Officers will not be eligible to receive credit for prior service with the Kingsville Police Department to attain Step D of the wage plan until completion of 12 months of new service. These officers shall become eligible to take the Corporal examination 24 months after completion of probation. These officers shall be treated as new employees for all other purposes, including seniority, benefits and eligibility for promotion.

Section 5- 4 Other Provisions

Applicants who are appointed must successfully complete an in-service training program specifically designed for applicants who are hired in accordance with this alternate hiring process. The applicant must also complete a field training period designed for applicants who are hired in accordance with this alternate hiring process. The Chief, in his sole discretion, may deny the application of any applicant at any time.

ARTICLE 8 PROBATIONARY PERIOD

Section 1 Initial Probationary Period

A person who is already licensed as a peace officer when appointed as a sworn police officer with the Kingsville Police Department must serve a probationary period of one year beginning on the date of the individual's employment as a police officer. The one-year initial probationary period for a person without a peace officer license who must attend the police academy shall begin upon successful completion of the academy and appointment as a Kingsville police officer. A new officer's probationary period will automatically be extended if he or she is absent for a continuous period of more than ten days for illness, injury, jury duty or military reserve leave or any other type of leave. The extension of the new officer's probation shall be equal to the amount of lost time. The rate of pay shall remain the same during the probationary period and shall not automatically increase due to length of service. At sole discretion of the Chief, a probationary officer may be offered an extension of his or her probationary period for up to six additional months to permit the probationary officer to improve deficient performance. During any such extension of an officer's probation, the officer may be discharged with or without cause.

Section 2 Discharge of Probationary Employee

During an employee's initial probationary period, the chief may discharge the employee with or without cause. A probationary employee may be dismissed at the discretion of the Chief, without appeal to arbitration, to the Commission or to any court, at any time during the 365 calendar day period subsequent to being sworn in as a City of Kingsville Police officer.

Section 3 Extension of Probation

At the sole discretion of the Chief, a probationary officer may be offered an extension of his or her probationary period for up to six additional months to permit the probationary officer to improve deficient performance.

During any such extension of an officer's probation, the newly hired probationary officer may be discharged with or without cause. The rate of pay shall remain the same during the probationary period and shall not automatically increase due to length of service.

Section 4 Probation after Promotion

A newly promoted officer shall serve a probationary period of 180 days. In the event the newly promoted officer does not successfully complete the 180-day probationary period, he will be placed back into the classification from which he was promoted, and the next qualified officer on the eligibility list will be promoted. The officer may elect to appeal his demotion to the Civil service Commission, but not to a hearing examiner.

Written evaluations will be conducted on a weekly and/or monthly basis. The probationary period may be adjusted so as to properly allow for any unforeseen leaves of absence or other approved breaks in service. However, should any such leave or break in service be greater than one (1) month, the Chief may require that the entire probationary period be restarted at the time the officer returns to work. Promotional probationary periods may be extended for 90 days at the Chief's discretion.

ARTICLE 9 PROMOTIONS

Section 1 General

1. All positions in the Police Department shall be administered in accordance with Chapter 143 of the Texas Local Government Code. All covered positions which are above entry level shall be filled by competitive means (3 or more persons). The means for promotion will include a written test, an internal review board; and a point system (which reflects discipline, education, job performance and longevity with the Kingsville Police Department).

If there are not 3 or more persons with three (3) years experience at the next lower position, then the Chief may reduce the experience level to 18 months and by license level and then in increments of 6 months until a sufficient number of candidates is available for competitive testing.

2. Vacancies will be filled in the order as they appear on the current promotion eligibility list unless bypassed by the Police Chief. The employee status form will be sent to the Civil Service Director for certification prior the persons being promoted.
3. Vacancies will be filled from the current promotion eligibility list no later than 30 calendar days from the date of the vacancy.
4. When the current promotion eligibility list has been exhausted or has expired, the Chief or his designee shall notify the Commission to post the announcement for the promotional test no later than ten (10) business days from the day a vacancy occurs. The Commission or its designee shall post the announcement within thirty (30) calendar days from the request of the Chief. A written promotion examination will be conducted within ninety (90) calendar days from the announcement of the promotional test if no material reading list is posted or within thirty (30) calendar days of the announcement if a material reading list is posted.

- ~~5. Probationary Period after Promotion: Each promoted officer shall serve a six (6) month probationary period in the new position. Written evaluations will be conducted on a weekly and monthly basis. The probationary period may be adjusted so as to properly allow for any unforeseen leaves of absence or other approved breaks in service. However, should any such leave or break in service be greater than one (1) month, the Chief may require that the entire probationary period be restarted at the time the officer returns to work. Promotional probationary periods may be extended for one (1) month at the Chief's discretion.~~

~~Employees promoted may be demoted for cause, without appeal to the Commission at any time during the six (6) month period subsequent to being so promoted. An employee so demoted shall have no right to file a grievance or to appeal the demotions, and the Commission shall have no jurisdiction, power, or authority to investigate or review such demotion or to alter the terms of such demotion.~~

- ~~6.~~ 5. An employee who appears on a current promotion list may be passed over for a promotion for another employee whose promotional ranking is lower under the following circumstances:

- a. The employee is under criminal indictment, or charged with a criminal offense
- b. The employee has been convicted or is on a pre-trial diversion for a felony, Class B misdemeanor or above, or a crime of moral turpitude.
- c. The employee has received a suspension, demotions, or has been suspended indefinitely since the promotion list was approved and posted by the Commission.
- d. If any employee on the current promotion list has been passed over for a promotion by virtue of the conditions set out in A, B, or C, and that employee has been found not guilty or the charges have been dismissed against the employee, the employee will be returned to the top of the current promotion list.

Section 2 Posting of Vacancy

1. All vacancy announcements will be posted on the Police Department bulletin board. All officers who wish to apply may do so in the Civil Service Director's office during administrative business hours.
2. The vacancy announcement will include:
 - a. Title
 - b. Purpose of Examination
 - c. Registration: candidates must register to take the written examination no later than fifteen (15) calendar days after the posting of the vacancy announcement during regular administration business hours in the office of the Civil Service Director.
 - d. Date, Time and Place of Written Examination
 - e. Date of the Announcement
3. The vacancy announcement is not a contract and nothing in the announcement shall be construed as binding on the Police Department or the City.
4. The posted material reading list shall include:
 - a. List of official source materials,
 - b. Total number of questions from each source if available from the testing company
5. All source material will be approved by the Police Chief prior to its use.
6. Candidates must meet all minimum eligibility requirements for the position, including time in grade or tenure, seven (7) business days prior to the written exam.

Candidates not eligible to test must be notified in writing by the City Civil Service Director or designee prior to the test stating the reason for ineligibility.

Any material submitted within seven (7) business days before the actual date of the written examination will not be used in calculating administrative points.

All material submitted relative to eligibility for examinations or promotions must be submitted to the Human Resource Office.

A test will be administered any time there is a promotional vacancy and three (3) or more members sign up to test.

Section 3 Procedures to Appeal Examination Questions

1. Candidates may review their written examination in the Commission office or in the office of its designee during regular business hours. Candidates will have five (5) business days from the date of the written examination to review and appeal question(s) on the test as many times as needed during the five (5) business days. The candidate must make an appointment with the Commission or its designee to review the written examination. Candidates will be allowed to bring only the reading material used in the exam to the review area.
2. The appeal form will include the number of the question being appealed and the specific reason for the appeal. Documentation (from the approved reading list for the test) to support the appeal must be provided by the candidate or the appeal will not be heard. Neither the Commission nor its designee will assist in preparing the documentation; the responsibility is solely on the candidate.
3. All appeals supported by the required documentation shall be sent to the Commission. The Commission will hear the appeals of all properly and timely filed appeals within twenty (20) business days of the deadline date for filing appeals pursuant to this section unless otherwise specified by the Commission.
4. The candidate shall not keep a copy of the appeal.
5. The time and place of the appeal hearing will be posted on the Police Department bulletin board.
6. Candidates who are on duty will be relieved to attend the appeal hearing.
7. Each candidate will have an opportunity to appear before the Commission and provide information regarding the appeal.
8. The Commission may uphold the appeal or deny the appeal.
9. The Commission's decision is final.
10. After all appeals have been reviewed by the Commission and appropriate changes made, the list of eligible candidates who will proceed to the Internal Review Board (IRB) will be posted within five (5) business days. This list will include the written exam scores of all candidates scoring a 70% or better.

Section 4 Internal Review Board (IRB)

1. Candidates who receive a seventy (70) percent or higher on the written test score (after the Commission hears/rules on all appeals) will advance to the IRB. In situations when only one (1) candidate passes the promotional exam, the Chief may bypass the entire IRB and scoring processes.
2. The IRB will consist of a panel of five (5) members as follows: Three (3) members will be from the Kingsville Police Department and will hold the rank equal to or higher than the rank being tested for. Two (2) members will be supervisory police officers from an outside law enforcement agency. For Lieutenant positions, the panel shall consist of the Chief, Lieutenant and a Sergeant designated by the Chief.
3. Questions will be asked (the same questions will be asked of each candidate) to ascertain the candidate's suitability for promotion. The dimensions the IRB is designed to measure are:
 - a. Interpersonal skills

- b. Motivation;
 - c. Initiative;
 - d. Supervisory readiness
 - e. Oral communication skills
- 4. Once the IRB begins, candidates will have ten (10) minutes to make a presentation about themselves. Afterwards, the panel will ask questions referenced above.
- 5. Each rater will grade the candidate separately on each of the five dimensions listed above. The score for each dimension will be between a one (1) being the lowest and nine (9) being the highest. The grade sheets will be completed by each rater and immediately turned over to a proctor (Commission designee), who will also be in the room during the IRB. There will be no discussion during the rating concerning the responses given by the candidate. Once the IRB's are complete, the proctor will go through each of the raters' response sheets. The IRB will be rated as follows:
 - a. The five scores of each dimension will be reviewed. The highest and lowest score will be discarded.
 - b. The remaining scores per dimension will be averaged, arriving at a total dimension score of 1 to 9.
 - c. The average score will be multiplied by the appropriate multiplier depending on the rank being tested for.
 - d. After each candidate's five dimensions are averaged and the multiplier is factored in, this will give the total IRB score.
- 6. No candidate may appeal an IRB score unless there is a mathematical miscalculation.
- 7. Once the IRB's are concluded, the Commission will have five (5) business days to compute the combined scores from the written test and the IRB. This will be known as the raw score. For scoring and weighted test/IRB values, see Appendix B.

Section 5 Additional Points

1. A review of each candidate's personnel file will be conducted by the Civil Service Director or designee five (5) days prior to the date of the written test.
2. Points will be awarded as follows:

a. Longevity	Add 1 point per year of service in current rank not to exceed 10 points						
b. Education	Points for highest level only: <table border="0" style="margin-left: 20px;"> <tr> <td>Associate's Degree –</td> <td>Add 2 points</td> </tr> <tr> <td>Bachelor's Degree –</td> <td>Add 4 points</td> </tr> <tr> <td>Master's Degree –</td> <td>Add 6 points</td> </tr> </table>	Associate's Degree –	Add 2 points	Bachelor's Degree –	Add 4 points	Master's Degree –	Add 6 points
Associate's Degree –	Add 2 points						
Bachelor's Degree –	Add 4 points						
Master's Degree –	Add 6 points						
c. Military service	24 months or greater add 5 points						
d. Reprimand	Subtract 2 points per reprimand (within 2 years of test) if supported by written disciplinary finding						
e. Suspension	Subtract 4 points per suspension (within 2 years of test) if supported by written disciplinary finding						
f. Demotion	Subtract 6 points (within 2 years) if supported by written disciplinary finding						

3. After all points are tabulated; the result will be added to the raw score of each candidate and will constitute the candidate's final score. Once a final score list is established, it will remain in effect for either one (1) year from the date of establishment or until the list is exhausted, whichever occurs first.

Section 6 Tie Breakers

If after the written test, the IRB and the additional points awarded to each candidate result in two or more candidates being tied, the following will be used to break the tie starting with A and going through in order until the tie is broken:

- a. Date of Rank
- b. Date of service as a Kingsville Police Officer
- c. Date of service with the City of Kingsville
- d. Lottery developed by the City

Section 7 Requirements for Promotion

Corporal – Must have three (3) years of current continuous/uninterrupted service as a police officer with the Kingsville Police Department and must have an intermediate certification from TCLEOSE as a peace officer

Sergeant – Must have three (3) years of current continuous/uninterrupted service as a Corporal with the Kingsville Police Department and must hold an Advanced certification from TCLEOSE as a peace officer

Lieutenant – Must have three (3) years of current continuous/uninterrupted service as a Sergeant with the Kingsville Police Department and must hold an Advanced certification from TCLEOSE as a peace officer.

~~Effective upon execution of this agreement~~, police officers who have 60 months of current continuous service with the Kingsville Police Department and possess either an Intermediate Certificate from TCLEOSE or at least 60-hours of college credit from an accredited college or university shall be eligible to receive recognition as a senior officer. The Chief of Police shall select a type of recognition symbol to be displayed on an officer's uniform.

Section 8 Appointment of an Assistant Chief

The Chief may at his sole discretion appoint from the staff of the Department an Assistant Chief of Police. An officer appointed to the position of Assistant Chief must have been employed by the Department, as a sworn officer, for at least five (5) continuous years and immediately before the appointment hold the rank of sergeant or above. The appointed officer shall serve at the pleasure of the Chief and may be demoted to his previously held civil service rank without cause. In no event shall any demoted appointee cause another employee to be demoted because of his returning to a civil service apposition. The Employer shall authorize additional staffing positions in order to avoid such "bumping"; however, the Employer may reduce the extra staffing positions later by attrition in order to return to the previous authorized number of positions.

ARTICLE 10 SENIORITY

For the purposes of this Agreement only, seniority shall be defined as the length of service by an employee within his civil service classification from the most recent date of hire appointment as a police officer with the City of Kingsville. Seniority is the determining factor in the assignment of relief days (regular days off), vacation days, vehicles, and areas. If two or more officers have equal service, seniority shall be determined by the highest test score on the appropriate hiring or promotional examination. ~~In the determination of seniority with a new hire versus a laterally hired officer, the laterally hired officer will be deemed to have seniority over the newly hired officer. If there is a tie between laterally transferred officers, the determining factor will be time as a licensed peace officer.~~

No Change

ARTICLE 11 PERFORMANCE EVALUATIONS

The written performance evaluation process will be standardized by the Police Chief with the approval of the Civil Service commission. Bi-annual evaluations shall be conducted. Failure to issue a particular performance evaluation shall not be considered a breach of this agreement. Performance evaluations shall not be subject to the grievance process.

Written evaluations shall be based on job related factors and shall be prepared in an accurate and impartial manner. The merits of an individual performance evaluation shall not be subject to the grievance process under this agreement; however, police officers continue to have the right to add written comments in response to their performance evaluations, which shall remain part of the evaluation documents and shall be included in the employee's personnel file. The evaluation process is to be utilized as a tool for open communications in order to develop a more positive outcome of employee performance.

No Change

ARTICLE 12 OVERTIME

Section 1 Overtime/Compensatory Time

The City may adopt the 207(k) option permitted under the Fair Labor Standards Act, which would provide overtime after working a specified number of hours in a designated work period. There shall be no pyramiding of overtime under this Agreement.

Time off for sick leave, vacations, holiday and jury duty shall be counted as time worked for purposes of computing eligibility for overtime.

Section 2 Court Time

Any off duty officer who attends as a witness in any matters related to the performance of his assigned duties in either a criminal or civil matter in any case pending in the District, County, Municipal, Juvenile Court or before any Grand Jury proceedings or in conference with the District Attorney or their Assistants or in pre-trial conference or hearing, or at any proceeding by any Federal, state, County, or City or any subdivisions or agencies thereof, shall be entitled to overtime compensation for a two (2) hour minimum pay or actual time worked, whichever is greater.

Section 3 Call Back

All members of the department who are called back to work from off-duty by the Chief of Police or his designee shall be paid at least two(2) hours minimum pay or actual time worked (whichever is greater) at one and one half (1 ½) times the base rate of pay.

Section 4 Overtime

The Employer reserves the right to require any employee covered by this Agreement to work overtime.

Section 5 Pre-emption of Chapter 143

To the extent that any provision of this article conflicts with or changes Chapter 143 or any other statute, executive order, local ordinance or rule, this Agreement shall supersede such provisions, as authorized by Section 174 of the Texas Local government Code.

No Change

ARTICLE 13 SHIFT SCHEDULES AND ASSIGNMENTS

Flex time for school

The City shall continue its practice, effective as the date of the execution of this agreement, of permitting officers who are enrolled in college to flex their work time in order to attend a college class which meets during the officer's regularly scheduled work time. Any flexing of time for college class attendance must have the advance approval of the Chief, or his designee, and the officer must make up the lost time as approved by the Chief, or his designee.

No Change

ARTICLE 14 MEALS AND REST BREAKS

Employees shall normally be permitted two (2) fifteen minute rest breaks per shift, when they can be taken without a serious interference with the work at hand. Patrol Division employees will normally be permitted to take a paid thirty (30) minute lunch period when released by the supervisor. Detectives and administrative personnel covered by this Agreement will have a one hour unpaid lunch.

No Change

ARTICLE 15 TRAINING

The City shall continue its practice, effective as of the date of the execution of this Agreement, of permitting officers to request to attend job-related training schools. To be eligible, the officer must submit his request in writing to the Training officer, and the Chief or his designee must approve the request. The approval or disapproval of any request is within the sole discretion of the Chief. If the training is five (5) consecutive days and requires more than 40 hours of classroom time, then the officer's work time shall be reduced the next week. For approved training, the officer shall receive the same per diem as other City employees for meals and lodging, and the City shall pay the registration fee. Travel time to and from the location of the training will be used in the calculation of the officer's weekly forty (40) hours. Officers attending mandatory core courses to maintain current certifications as required by TCLEOSE shall attend the classes on city time with prior approval.

ARTICLE 16 SAFETY AND EQUIPMENT

Section 1 General

The City shall maintain an adequate quantity of modern, marked and plain vehicles, radios, and other essential equipment as determined by the Chief at his sole discretion.

Section 2 Radios

The city shall provide hand-held radios that are capable of transmitting and receiving appropriate radio communication at all locations within the City

Section 3 Bullet-Proof Vests

The City shall provide to all employees a bulletproof vest with a minimum standard of Threat Level 3A with trauma plate. Vest shall be provided to all new employees prior to the end of their first week as officers. One free fitting per year will be provided by the City. The City will check and replace liners as needed.

Section 4 Patrol Car Cages

All marked patrol units shall be equipped with car cages.

Section 5 Shotguns and Racks

All marked patrol units shall be equipped with one each Remington model 870 or better shotgun. Each unit shall be equipped with one each shotgun mounting assembly specifically made for Police vehicles.

Section 6 Uniforms

1. Each member of the bargaining unit shall be entitled to the following at no cost to the employee: (1) 5 pair of uniform trousers, (2) uniform shirts: 5 short sleeved and 5 long sleeved, (3) 2 name plates, (4) 2 ties, (5) 1 winter police jacket with removable liner, and (6) 1 police raincoat.
2. The City shall make available rechargeable flashlights for each officer on his shift.
3. The City shall provide up to \$100.00 to repair or replace prescription glasses, contacts and watches, and up to \$25.00 to replace or repair non-prescription sunglasses which are damaged in the line of duty. Upon approval of the chief, the City shall provide up to \$100.00 for repair or replacement of holsters damaged beyond repair in the line of duty. "Repair" includes only that work necessary to make the holster serviceable, and does not include cosmetic damage. The Chief shall inspect all holsters and watches at the time of execution of this contract to determine if any prior damage exists.
4. The City shall continue its current practice, as of the execution date of this Agreement, of providing cleaning services for officers' uniforms. Also, the employer shall provide cleaning services for non-uniform officers to a maximum of three (3) two-piece dry cleanings per week.
5. The City shall provide a clothing allowance of \$75.00 per month to each officer assigned to the Detective Division as a Special Investigator or as directed or required by the Chief to work in a non-uniform assignment.

Section 7 Firearm/Equipment Purchase

The City shall continue its practice of financially assisting new officers and existing employees on a case-by-case basis with the purchase of a firearm and any other duty related accessories. The officers must submit a written request, and upon execution of documents permitting withholding of pay, the City will purchase the officer's firearm and accessories. The officer repays the cost of the firearms and accessories through payroll deductions over 26 pay periods but in no event shall the reimbursement be in increments of under \$50 per pay period. If the officer leaves the employment of the City before reimbursing the full cost of the firearm and accessories, the officer shall forfeit his equity and the firearm and accessories becomes the property of the City or the officer may pay off in full the remaining amount owed. All firearms and other accessories shall be for City use only. Any officer purchasing a firearm shall qualify with such firearm according to the departmental policy in order to carry the firearm for duty.

Ammunition will be provided by the City to each officer. Ammunition will include two (2) boxes of practice ammunition to be used during annual requalification and one box of duty ammunition to be carried while on duty. All distributions of ammunitions shall be accounted for and any unused ammunition must be returned and logged in for proper inventory and /or disposal.

Section 8 Take Home Cars

The Chief of Police shall have the authority to assign take home vehicles.

Section 9 Target Practice

The City shall provide the ammunition and targets for all compulsory departmental required firearms training. In accordance with policies set by the Chief, officers shall be permitted to voluntarily practice at the range while off-duty.

Section 10 K-9 Officers

K-9 handlers shall be allowed to work a 33 hour shift and be paid for 40 hours at regular pay. Seven (7) hours per week shall be dedicated for the animal's veterinary care, routine care for the K-9's physical health, welfare and grooming, daily and routine maintenance for the K-9's patrol vehicle, and field equipment, and/or training. ~~Training of the K-9 would also be included on this day.~~

No Change**ARTICLE 17 OFF-DUTY EMPLOYMENT**

The Chief of Police shall create a policy regarding extra-duty employment, which shall be similar to that in effect prior to this agreement. Permission to work extra-employment shall not be unreasonably withheld.

No Change**ARTICLE 18 DRUG AND ALCOHOL TESTING****Section 1 Present Policy**

In order to help provide a safe work environment and to protect the public by ensuring that police officers are fit to perform their assigned duties, the employer may continue to enforce its present drug and alcohol testing policy.

Nothing in the article shall be construed to abolish the existing authority and practice of the City to conduct drug test for:

- Pre-employment
- Pre-assignment for other duties & periodically when doing drug interdiction duties
- Reasonable suspicion
- On return to duty after an absence of 30 days or more
- Post-accident
- Post-firearm discharge
- Promotion

Such test will be conducted under the same laboratory processes and protocols as mandatory random testing.

Section 2 Random Drug Testing

The City and the Association agree that police officers may be called upon in hazardous situations without warning, and that it is imperative to the interest of police offices and the public to ensure that police officers are not substance impaired. In order to further their joint interest in protecting police officers and the public, the City and the Association agree to mandatory random drug testing described in this section. Officers of all ranks shall be subject to mandatory random drug testing during each calendar year on a fair and impartial statistical basis as provided by City ordinance # 94019, or any amendments thereto. The fair and impartial statistical basis (in which each police officer had an equal chance of being selected) shall be by a non-discriminatory computerized program operated and certified as non-discriminatory by an independent firm hired by the City, and the employee shall be tested upon selected by the computer. This shall be done in accordance with City of Kingsville Policy 830 substance Abuse Policy.

Section 3 Notification

When possible, all officers will have random drug tests conducted during their shifts. In the event that an officer is off duty and is selected for a random drug test, a reasonable time period, as determined by the Chief of Police, will be afforded to the officer to allow for his travel time to submit to the test.

No Change**ARTICLE 19 POLITICAL ACTIVITY**

Unless otherwise permitted by law, all officers shall refrain from using their positions or influence while in uniform or on active duty in any way for or against any candidate for public office. During working hours, employees shall not circulate petitions or campaign literature on behalf of candidates for elective office or be in any way concerned with soliciting or receiving and subscription, contribution, or political service on behalf of any candidate. During working hours, officers shall not in any manner contribute money, labor, time or other valuable things to any person for election purposes. Officers may not wear their uniform and must conceal their badge and gun when engaging in political activities during non-work time. Officers may respond to questions concerning their employment as Kingsville police officers or as police officers in general.

No officer may seek or hold an appointive or elective office of public trust, with or without remuneration that would conflict with his Departmental employment or constitute dual office holding under state law.

Solicitation of funds or anything of value by officers for any purpose whatsoever shall be prohibited of or by an officer on the job, unless the officer has the approval of the Chief and/or the City Manager. No officer may be required to make any contribution or may be penalized or rewarded in any way according to his or her response to a solicitation.

Nothing in this article is intended to preclude the association or any of its members from approaching City management officials to informally discuss and resolve problems which may arise during the term of this Agreement.

No Change**ARTICLE 20 HOLIDAYS****Section 1 General Provisions**

Officers shall receive the following Holiday:

New Year's Day	January 1 st
Martin Luther King, Jr. Day	Third Monday in January
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Veteran's Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Friday following Thanksgiving
Day Before Christmas	December 24 th
Christmas Day	December 25 th

Each police officer shall observe each holiday designated above on the calendar day on which it falls.

Section 2 Officers Working on a Holiday

An officer who works on an official holiday shall be paid at time and one-half his regular rate of pay for the time worked. Officers working on a holiday shall have the option to schedule a day off at a later date or to receive straight time at his regular rate of pay for the holiday. A day shall be equal to the number of regularly scheduled hours (For example: Officer A is assigned to a 10-hour shift and works on a holiday. Officer A may elect to receive 10 hours pay at his regular rate of pay or a day off at a later date. Officer B is assigned to an 8-hour shift and works on a holiday. Officer B may elect to receive 8 hours pay at his regular rate of pay or a day off at a later date.)

Section 3 Officers Not Working on a Holiday

An officer who is not working on an official holiday shall be credited with a day off at a later date. A day shall be equal to the number of regularly scheduled hours.

Section 4 Accrual and Use of Holiday Leave

All holiday leave accrued during a calendar year must be used within 2 fiscal years of occurrence. If the officer fails to exhaust the holiday leave, the holiday leave shall be forfeited. Holiday shall be used on a day per day basis and not in increments.

No Change

ARTICLE 21 VACATIONS

Section 1 Vacation Accrual

All officers shall accrue 4.62 hours of paid vacation each bi-weekly pay period for a total of 120 hours per year. A day of vacation is equal to the number of hours the officer is regularly scheduled to work at the time the vacation day is used. For example, if an officer is regularly scheduled to work 10-work shifts, and uses a vacation day, his vacation bank shall be reduced by 10 hours. Leave accruals not set forth in this agreement shall be accordance with the City of Kingsville's family Medical Leave (FMLA) policy.

Section 2 Use of Vacation

Vacation leave may not be taken prior to the successful completion of the probationary period. Officers shall request vacation time off in advance in accordance with policy determined by the Chief. The Chief shall schedule and approve all vacations. Officers can have unlimited accumulation of vacation time; but in no event shall officers be paid for more than 250 hours of vacation at the time of their separation. Unused vacation may not be cashed out, except that up to 250 hours of accrued vacation will be paid upon an officer's separation.

Section 3 Call Back From Vacation

An officer who is called back from vacation shall have his vacation re-credited beginning on the day he reports back to work or to court.

ARTICLE 22 SICK LEAVE

Section 1 Accrual of Sick Leave

Starting with the first month of employment, officers shall earn 4.62 hours of sick leave per bi-weekly pay period, for a total of 120 hours per year. A day of sick leave is equal to the number of hours the officer is regularly scheduled to work at the time the sick day is used. For example, if an officer is regularly scheduled to work 10-hour shifts and calls in sick, his sick leave bank shall be reduced by 10 hours. Leave accruals not set forth in this Agreement shall be accordance with the City of Kingsville's Family Medical Leave (FMLA) policy.

Section 2 Use of Sick Leave

Paid sick leave may be used for the illness of the employee and immediate family, provided that one hour's advance notice of the illness is given, absent an emergency.

Section 3 Pay for ~~Unused~~ Used Sick Leave

Upon retirement, resignation or other separation in good standing, an officer will be paid up to 800 hours of his or her accrued, unused sick leave.

Section 4 Verification of Need for Sick Leave

The Employer may require the officer to obtain verification of the circumstances surrounding use of sick leave, and an officer using or attempting to use sick leave without proper cause shall be subject to disciplinary action, including dismissal.

Section 5 Retiree Conversion of Accrued Sick and Vacation Leave

An employee who retires may elect to have the compensation associated with the maximum accrued vacation and sick leave payable upon separation of employment under this Agreement applied toward payment of the employee's share costs associated with the employee's retirement health insurance for a period not to exceed eighteen (18) months from the date of departure.

Section 6 Sick Leave Buy Back Program

After an employee has accrued the maximum of 800 hours of sick leave that City would pay upon separation of employment or retirement, the employee may participate in the sick leave buy-back program.

If an employee does not use more than 40-hours of accrued sick leave in a fiscal year, the employee will be eligible to sell back up to 40-hours of accrued sick leave from the 800 hour bank for cash at their current rate of pay. Once the employee opts to sell back sick leave, the 800 hour bank is reduced by the number of hours sold back to the City each fiscal year. Sick leave hours accrued after participation in the sick leave buy-back program will be placed in the employee's sick leave bank for hours that are not reimbursable upon separation.

Written notification of the employee's desire to sell accrued sick leave must be submitted to payroll on or before October 15th of the following year and payment will be made in the first full pay period after November 10th.

No Change

ARTICLE 23 MODIFIED DUTY

Modified Duty Assignments:

There is no guarantee of modified duty.

1. Officers who are temporarily disabled due to an occupational injury, occupational disease, or a non-occupational condition, and as a result, are unable to perform their regularly assigned duties, may be eligible for modified duty assignments if available, as determined by the Chief, and not to exceed a 6 month period from the date of injury/illness.

Modified duty assignments are considered temporary. The type and length of modified duty assignments will be contingent upon availability and a provider's restriction statement(s).

2. Officers must advise their providers of their position as police officers and the physical requirements of the position.
3. Officers placed on modified duty by their provider must immediately notify their division supervisor and provide supporting documentation detailing the restriction(s). It is the employee's responsibility to obtain and submit a copy of the supporting documentation to the office of the Police Chief.
4. Officers on modified duty must comply with restrictions of their provider and as such, the described restriction shall be considered direct orders from the Police Chief should the officer return to work in a modified duty capacity. Failure to comply with indicated restrictions shall be grounds for disciplinary action for failure to comply with a lawful order while on-duty.
5. Officers have the option of accepting or refusing modified duty. However, if accepted, the officer shall take any duty assignment ordered by the Chief of Police. Failure to accept a modified duty assignment for a work related injury/illness shall negate the City's responsibility as outlined in TLGC 143.073.
6. Officers can be on modified duty for a maximum of six (6) months from the first date of the injury/illness. This can be extended by order of the Chief of Police. All officers on Modified Duty under this article will be evaluated by their provider and at their own expense every fifteen (15) to thirty (30) days depending on the individual's condition to determine if the officer is medically able to return to full duty. Officers not cleared after six (6) months of being on modified duty can utilize their sick leave, vacation, and holiday as outlines by City of Kingsville Policy # 750 Family and Medical Leave.
7. Officers on modified duty will retain their rank and all incentive pay that goes along with their rank. They will continue to accrue compensatory, holiday, sick and vacation time while on modified duty.

8. Officers on modified duty will not work any outside employment requiring law enforcement services.
9. An Officer's assignment to modified duty shall not impair that officer's right to any and all other paid leave.
10. Officers cleared by their physician to go back to full duty must immediately inform their immediate supervisor.

No Change

ARTICLE 24 LEAVES OF ABSENCE

Section 1 Occupational Injury or Disability

An officer who is injured in the course of employment shall be covered by the Texas worker's compensation Act and by the provisions of Chapter 143.073(a). The City may require the officer to provide a status report on a reasonable basis from the officer's physician at any time the officer is off work due to an injury. The City may require an officer to perform modified duties if the officer is released to return to work with restrictions.

Section 2 Administrative Leave

The City Manager or the Chief may grant administrative leave with or without pay when in the sole discretion of the City Manager or the Chief, such leave is warranted and is in the best interest of the Department.

Section 3 Bereavement Leave

An officer is entitled to have three (3) work days off to mourn the death of an immediate family member. "Immediate family" includes spouse, parents, stepparents, parents-in-law, brothers, sisters, children, stepchildren and grandparents or any person residing in the employee's household. The officer may be required to submit proof of relationship if requested by the Chief. Bereavement leave must be taken within three (3) months of date of death or time is lost. Bereavement leave is not accruable for payment.

Section 4 Jury Duty Leave

An officer who is called for jury duty shall receive his or her regular rate of pay for the duration of the jury service.

Section 5 Pre-emption of Chapter 143

To the extent that any provision of this article conflict with or changes Chapter 143 or any other statute, executive order, local ordinance or rule, this Agreement shall supersede such provisions, as authorized by Section 174 of the Texas Local Government Code.

No Change**ARTICLE 25 PERSONNEL FILES****Section 1**

The Chief of Police or his designee shall be the custodian of the Member's 201 personnel file within the Personnel Office of the Police Department subject to the requirements of applicable law. A log will be kept of the names of individuals who have had access to the Member's 201 file except where not permitted by law or court order.

Section 2

A Member may schedule to review his 201 file during normal business hours.

Section 3

Pending disciplinary actions and internal grievances will not be included in the Member's 201 file until all internal review procedures within the Chief's Office have been completed.

Section 4

Any supervisor receiving a member's training certificate will forward such certificate to the Chief of Police for placement in the member's training file.

No Change**ARTICLE 26 INSURANCE BENEFITS**

The same level, scope and financial participation in cost, as may be provided to non-bargaining unit employees, will be provided to bargaining unit employees. The City reserves the exclusive right to determine what the level, scope, and financial participation, if any, will be and modify same at its discretion for all bargaining unit employees.

No Change**ARTICLE 27 RETIREMENT**

Every employee in the bargaining unit shall be covered by the Employer's retirement plan at the contribution rate set for the employer and the employee by the City.

No Change**ARTICLE 28 DEFFERED COMPENSATION PLAN**

The City shall continue its practice, effective as of the date of the execution of this Agreement, of permitting officers to participate in the citywide deferred compensation plan. The officer's participation shall be under the same terms and conditions as all other city employees.

ARTICLE 29 COMPENSATION

Section 1 Compensation

- a. ~~Fiscal Year 2010-2011~~ ~~See Appendix A~~
- b. ~~Fiscal Year 2011-2012~~ ~~1% wage increase~~
- c. ~~Fiscal Year 2012-2013~~ ~~1.5% wage increase~~

~~Fiscal Year 2013-2016~~ ~~See Appendix A~~

Ranges:

- PD-1 ~~This range is the hiring range for all new certified police officers appointed to the Police Department. The employee remains in this range for twelve months of until the end of probation.~~
- PD-2 ~~At the end of twelve months or the end of probation,~~ The employee shall advance through this range based on time in-grade as defined by the schedule.
- PD-3 Upon promotion to Corporal, the employee is placed at this range; advancement through this range is based on time in-grade as defined by the schedule.
- PD-4 Upon promotion to Sergeant, the employee is placed at his range; advancement through this range is based on time in-grade as defined by the schedule.
- PD-5 Upon promotion to Lieutenant, the employee is placed at this range; advancement through this range is based upon time in-grade as defined by the schedule.

Section 2 Education and Certification Pay

1. Education Incentive Pay:

Associates Degree	\$	50.00	per month
Bachelors Degree	\$	100.00	per month
Masters Degree	\$	200.00	per month

Individual degrees must be obtained from an accredited college or university. Officers shall receive pay for only one degree and not all three.

2. Certification Pay:

Intermediate Police Officer Certificate	\$	20.00	per month	Year 1
	\$	25.00	per month	Year 2
	\$	30.00	per month	Year 3
Advanced Police Officer Certificate	\$	30.00	per month	Year 1
	\$	41.00	per month	Year 2
	\$	52.00	per month	Year 3
Master Police Officer Certificate	\$	75.00	per month	Year 1
	\$	85.00	per month	Year 2
	\$	100.00	per month	Year 3

Officers shall receive certification pay for an Intermediate Certificate, Advanced Certificate or Master Peace Officer Certificate, not all three.

3. Other Certification Pay:

Intoxilyzer Operator Certificate	\$	15.00 per month	Year 1
	\$	30.00 per month	Year 2
	\$	30.00 per month	Year 3

Officers possessing certification for training programs not approved shall not receive certification pay.

4. Method of Computing Salary Increases

Each percentage increase in officer's salaries shall be made to the base salaries in effect just prior to the date of the wage increase.

5. Shift Differential

Effective upon the execution of this Agreement, officers who perform work between the hours of 9:00 p.m. and 7:00 a.m. shall be paid a shift differential of 35 cents per hour. The shift differential shall be applied only to hours actually worked.

6. Field Training Officer

Field training officers shall be paid the following per day when actually performing FTO duties:

	\$	8.75 per day	Year 1
	\$	9.00 per day	Year 2
	\$	9.25 per day	Year 3

ARTICLE 30 LONGEVITY

Year 1 and 2 of Agreement

~~The employer shall pay a longevity allowance of four dollars per month per year of service to officers who have completed one to ten years of service and five dollars per month per year of service for officers who have completed eleven or more years of service, up to 25 years, to each officer covered by this Agreement. The allowance shall be paid on a bi-weekly pay period basis.~~

Year 3 of Agreement Year 1 of Agreement

The Employer shall pay a longevity allowance of five dollars (\$5.00) per month per year of service to officers who have completed one (1) to twenty-five (25) years of service to each officer covered by this Agreement. The allowance shall be paid on a bi-weekly pay period basis.

Year 2 of Agreement

The Employer shall pay a longevity allowance of six dollars and fifty cents (\$6.50) per month per year of service to officers who have completed one (1) to twenty-five (25) years of service to each officer covered by this Agreement. The allowance shall be paid on a bi-weekly pay period basis

Year 3 of Agreement

The Employer shall pay a longevity allowance of seven dollars (\$7.00) per month per year of service to officers who have completed one (1) to twenty-five (25) years of service to each officer covered by this Agreement. The allowance shall be paid on a bi-weekly pay period basis

ARTICLE 31 EMPLOYEE INVESTIGATIONS AND DISCIPLINARY ACTION

The Association understands and agrees that the Chief of Police, as the duly appointed department head, has the original authority and responsibility over the personnel management of the Police Department, subject to such procedures required by law. The Association further understands and agrees that the Chief of Police retains the sole authority and discretion to determine whether an alleged violation of disciplinary rules should be further investigated.

This agreement incorporated the following two (2) chapters of the City of Kingsville Police Department Policy Manual and Rules and Regulations. All references to any previous collective bargaining agreements in those chapters shall be acknowledged to be superseded by the current collective bargaining agreement.

Chapter 27 Citizen Complaints
Chapter 28 Internal Investigations

Section 1 Signed Complaints

Before any internal investigation, pursuant to Chapter 143 of the Texas Local Government Code (TLGC), resulting from a citizen complaint can be initiated against a police officer, that citizen will be required to sign a sworn affidavit, clearly stating the allegation. A copy will be made available to the officer with the notice of investigation letter. If the citizen refuses to sign an affidavit there will be no internal investigation on the officer based on the complaint from the citizen.

Section 2 Administrative Leave

At the sole discretion of the Chief of Police, an officer may be placed on administrative leave, either with or without pay, pending the investigation of any complaint against an officer. The length of time an officer may be placed on administrative leave shall be for no longer than required to conduct an investigation. Under no circumstances will an officer be placed on administrative leave as a means of punishment.

Section 3 Standards of Discipline

No employee shall be reduced in pay or position, suspended, indefinitely suspended, or subjected to disciplinary action except as allowed by TLGC Chapter 143. In all instances discipline will be applied in a corrective manner. It shall take into account the circumstances surrounding the incident, the nature of the violations, the employee's record of discipline, and the employee's record of performance and conduct.

Discipline may be administered in steps except as allowed by TLGC Chapter 143.

1. Written Reprimands

Written reprimands may be issued by any supervisor to an officer without requiring prior notification one approval is received from the Police Chief or his designee. Copies of all written reprimands shall be given to the affected officer. The officer may reply and such reply shall become a part of the officer's permanent civil service file. No written reprimand shall be placed in the file without the officer's knowledge. Letters of reprimand shall become a part of an officer's departmental file.

2. Suspension

3. Demotion in rank
4. Indefinite Suspension

The Chief of Police shall have the discretion to implement disciplinary action commensurate with the nature of the offense.

Section 4 Process of Appeal

The Chief may reprimand, demote, suspend without pay or indefinitely suspend any non-probationary police officer as allowed by TLGC Chapter 143. Except for verbal and written reprimands, a non-probationary officer may appeal disciplinary actions, including suspension to the City of Kingsville Civil Service Commission pursuant to Chapter 143 of the TLGC or to a hearing examiner, as provided in Chapter 143.057 of the TLGC.

In addition to the rights of the Chief to promote, temporarily suspend or to indefinitely suspend an Employee for cause as set forth in the TLGC Chapter 143 or the rules and regulations of the Department or the City's Civil Service Rules and Regulations, the Chief may impose "alternate disciplinary action" or require attendance or participation in a remedial, education or rehabilitative programs.

Section 5 Minor Suspensions

Use of Leave in Lieu of Minor Suspension Without Pay

If a member of the bargaining unit received a statement of suspension without pay of three (3) calendar days or less, the member of the bargaining unit may with the approval of the Chief, within three (3) days of receipt of the suspension, forfeit vacation or holiday time equal to the length of the suspension. The forfeited vacation or holiday time will not constitute hours worked. In the event a member of the bargaining unit has received a disciplinary suspension within the preceding twenty-four (24) month period, the member may only forfeit vacation or holiday time with the Department Head's permission. The member must agree that there is no right to appeal the suspension nor right of review before any administrative body or judicial body if this method of suspension is chosen and the employee must sign a waiver of appeal and agree to the suspension.

Section 6 Appeal

Members who receive a suspension without pay of three (3) calendar days or less may only appeal their suspension, unless waived in accordance to Section 1 above, to the Civil Service Commission and provisions of TLGC Chapter 143.057 shall not apply to such suspensions. The provisions of this section shall supersede TLGC Chapter 143.057 which shall not apply to suspensions of three (3) calendar days or less.

Appeals of disciplinary actions not excluded above must be heard before the civil service Commission within 60 days of the filing of notice of appeal by the officer, unless a postponement is granted after a hearing, based on temporary unavailability of a witness or other evidence. A member may appeal indefinite suspension of employment to the Civil Service Commission in accordance with the rules of the Kingsville Civil Service Commission. If a member elects a speedy hearing on an indefinite suspension appeal by filing a written request, the Commission shall schedule and hear the case within 60 days of the filing of the appeal, unless a postponement is granted after a hearing, based on the temporary unavailability of a witness or other evidence. If the hearing is not convened by the Civil Service

Commission within 180 days of the filing of the request for appeal, the disciplinary action shall be set aside and deemed as though unfounded. A member choosing not to appeal to the Kingsville Civil Service Commission may appeal a suspension or indefinite suspension of employment to an independent arbitrator.

Section 7 Arbitration Process

A member may, as an alternative to an appeal to the Civil Service Commission in Section 6 above, appeal a suspension or indefinite suspension to arbitration. If the appeal is for arbitration of a suspension or indefinite suspension, the member and the Chief or his designee (the parties) shall attempt to mutually agree on an arbitrator. If the parties fail to agree on an arbitrator within fourteen (14) calendar days after the appeal is filed, the parties may promptly select an arbitrator in accordance with the procedures outlined in Article 32, Section 4, Step 5 for selection.

1. The hearing shall be commenced, but need not be completed, within 365 calendar days of the arbitrator's selection. Delay in commencement of the hearing within these time periods may occur due to unavoidable conflicts between the arbitrator and the parties' schedules, or by mutual agreement of parties. However, if the arbitrator selected cannot commence the hearing within 365 calendar days from his selection, and there is no agreement to extend the hearing to a later date by the parties, the parties may agree to a substitute arbitrator.
2. A stenographic transcription of the proceedings shall be made only upon written agreement of the parties prior to the commencement of the hearing. Should there be no agreement, the party desiring the transcript may have the transcript made at its sole expense.
3. The award of the Arbitrator shall state which particular factual charges he finds to be true, if any, and the particular rules he finds such conduct to have violated, if any. Where the charges are upheld, the award shall state whether the suspension or indefinite suspension imposed is upheld, or whether some lesser discipline is substituted.
4. It is specifically and expressly understood that the decision of the arbitrator is final and binding arbitration, except either party may appeal to district court if the arbitrator's decision was procured by fraud or collusion or if the Arbitrator exceeded his jurisdiction.
5. Only the Association may invoke arbitration on behalf of a member as provided herein and only the Association may represent or designate a representative for a member in an arbitration proceeding under this Article.

No Change**ARTICLE 32 GRIEVANCE PROCEDURE****Section 1 Scope of Grievance Procedure**

The purpose of this grievance procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances. Only matters involving the interpretation, application, or enforcement of the terms of this agreement, shall constitute a grievance under the provision of this grievance procedure.

Section 2 Association Representation

A grievance may be brought under this procedure by one or more aggrieved employees or by the Association itself in cases where the subject of the grievance is an on-going practice by the City which affects the bargaining unit as a whole.

Section 3 Time Limits

The parties shall adhere to the time limits as set forth in this grievance procedure, and may mutually extend the time limits upon the request of either party. In the event that the employee or Association fails to meet the time limits at any step of the procedure, the grievance shall be considered satisfied and no further action shall be taken. Failure by the employer to meet the time limits at any other Step shall be considered an unsatisfactory response and the Association may appeal the grievance to the next step, so long as the time limit for appeal is met.

Section 4 Steps of the Grievance Procedure

A grievance within the scope of this procedure as defined in Section 1 shall be handled as follows:

Step 1 The aggrieved employee shall submit his written grievance to the Association grievance committee and a copy to the Chief. The committee shall determine whether the grievance is valid. The committee shall judge each grievance in a fair and equitable manner and shall not discriminate against employees who are not Association members. If, in its sole discretion, the grievance committee determines that the grievance is not valid, the committee shall give written notice of that determination to the aggrieved employee.

Step 2 If the Association deems the grievance to be valid, the Association shall submit a written grievance to the Chief within twenty (20) working days following occurrence of the event or from the date the employee should reasonably have know about the event, but no later than three (3) months from the occurrence of the event, giving rise to the grievance. The Chief shall respond in writing to this grievance within twenty (20) working days of its receipt.

Step 3 If the grievance has not been resolved at Step 2, the Association shall submit the grievance in writing to the City Manager within ten (10) working days following the receipt of the Chief's decision. The city manager shall respond in writing to this grievance within twenty (20) working days of its receipt. If the City Manager does not respond within twenty (20) working days, the grievance shall be deemed denied. The requirement in Steps 1 through 3 for written grievances

and responses shall not preclude the aggrieved employee and the appropriate management representative from orally discussing and resolving the grievance.

Step 4 If the grievance has not been resolved at Step 3, the Association may request that the grievance be submitted to mediation. The Association shall make a written request for mediation within ten (10) working days of receipt of the City Manager's response. Upon request of the Association, submission of the grievance to mediation shall be mandatory on the part of both parties.

Step 5 Arbitration. If the grievance has not been resolved at Step 4, the Association may request, within twenty (120 working days of the denial at Step 4, that the grievance be submitted to arbitration. The request shall state whether the Association claims that arbitration is mandatory; of no such claim is stated, arbitration is deemed voluntary. Submission of the grievance to arbitration shall be voluntary on the part of both parties except as expressly provided herein. The fees and expenses of the arbitrator shall be borne by the party ruled against as determined by the arbitrator in his/her award.

The decision of the arbitrator shall be binding on both parties. Arbitration is mandatory in a case in which the dispute involved the application, interpretation, or enforcement of an express provision of this agreement. The following matters and actions are not subject to mandatory arbitration under this section:

- a. personnel evaluations,
- b. establishment of departmental rules and procedures,
- c. scheduling of work and overtime,
- d. the methods and processes by which work is performed,
- e. transfers,
- f. assignments,
- g. shift changes,
- h. any matter for which another hearing process is provided by contract or law including, but not limited to, reprimands, suspension, demotions, Passovers, and promotional examinations, and the scoring thereof,
- i. promotions, and the procedures and evaluations connected therewith,
- j. the exercise of any management right referenced in Article 3 of this agreement.

If arbitration is mutually elected, or required, a list of seven (7) qualified neutrals that are members of the National Academy of Arbitrators shall be requested from the American Arbitration Association (AAA). Within five (5) working days after receipt of the list, the Association and the City shall alternately strike the names on the list, and the remaining name shall be the arbitrator. If they do not so agree, each party may mail to the Human resource Director a copy of the list of neutrals indicating the order in which they wish to alternately strike names. On the fifteenth (15th) calendar day following the mailing of the list by the AAA or other qualified agency, the Human Resource Director shall alternately strike the names in the order requested beginning with the opposite party's list from the last occasion of striking and the last remaining name shall be selected. Copies of the final strike order and the Human Resource Director will send each party's preferential list to the respective parties, but not before the selection is made. Should either party fail to deliver their list within fifteen (15) calendar days from the date the agency mails the list, the other party's seventh (7th) numbered strike shall be selected. Should both parties fail to deliver their list to the agency within 15-calendar days, the selection will be at random by the Human Resource Director.

The hearing on the grievance shall be informal and the rules of evidence shall not apply. The arbitrator shall not have the power to add to, subtract from or modify, the provisions of this agreement in arriving at a decision on the issue or issues presented; and shall confine his decision solely to the precise issue submitted for arbitration, and shall have no authority to determine any other issues not directly presented in the grievance. The decision of the arbitrator shall be final and binding upon the aggrieved employee, the Association and the City. The losing party shall pay all the fees and expenses of the arbitrator. The arbitrator shall designate the losing party for the purposes of this article, and may find that both parties lost in part and apportion fees and expenses accordingly.

The parties, during arbitration hearings, shall have the following rights and duties:

- To exchange the names of witnesses to be called and the nature of their testimony prior to the hearing;
- To require the arbitrator to subpoena witnesses;
- To be represented by legal counsel;
- To present evidence, testify, and argue the evidence; and
- To confront and cross-examine adverse witnesses (subject to the reasonable discretion of the arbitrator to admit hearsay evidence).

If the arbitration is not mandatory, and not mutually elected, the Association may appeal the decision of the City Manager, resulting from Step 3, to the District Court in Kleberg County. In the event that the Court rules in favor of the Association, neither the Association nor the employee shall be entitled to recover any damages which could reasonably have been mitigated by the employee or the Association. The final judicial decision by the last court resorted to by either party shall be final and binding on all parties.

Nothing contained within this Article providing for final and binding arbitration shall be construed to apply to the statutory process for resolving an impasse in collective bargaining nor to require compulsory arbitration with respect to impasse.

No Change**ARTICLE 33****PERSONNEL REDUCTION**

In the event of layoff of police officers in the city of Kingsville Police Department becomes necessary, the police officer with the least seniority shall be laid off first, and any further layoffs will be in the same order.

A reinstatement list shall be created and valid for one (1) year after the date the position(s) was vacated or abolished. No new police officers shall be hired until the police officer(s) laid off have been given notice of re-hiring and the police officer(s) are given a fourteen (14) day period to notify the employer of intention to return to work. The fourteen (14) day period begins upon receipt of the employee's notice to the affected employee. If no response is received within the fourteen (14) day period, the name shall be removed from the list.

Police officers shall be rehired in accordance with seniority. Police officers rehired shall be required to meet the then existing employment requirements in place at the time of layoff; provided entry level written examinations shall not be applicable.

Before any layoffs occur, the Employer shall notify all police officers who are eligible for retirement so as they may exercise their rights to retire to avoid layoffs.

In the event of an organization restructuring necessitating a reduction in the number of personnel needed in each rank classification, the individual with the least seniority will be "bumped" back to the next lower rank. If seniority is equal between officers, the next criteria used will be time in service.

No Change**ARTICLE 34****MISCELLANEOUS PROVISIONS**

1. Badge upon Retirement – Each member of the bargaining unit shall be entitled to their badge upon retirement from employment.
2. Contact Information
 - a. All police officers shall be required, as a condition of continued employment beyond the probationary period, to obtain and maintain an operating phone. Any changes in phone numbers must be reported to the Police Chief's office within five (5) calendar days.
 - b. Any changes in address must be reported within five (5) calendar days of event.

No Change**ARTICLE 35****MAINTENANCE OF STANDARDS**

All economic benefits and working conditions enjoyed by the members of the bargaining unit as of the effective date of this Agreement shall remain unchanged for the duration of this Agreement, unless inconsistent with this Agreement or is mutually agreed to by both the Association and the City.

No Change**ARTICLE 36****SCOPE OF AGREEMENT**

The parties agree that each has had the full and unrestricted right and opportunity to make, advance and discuss all matters properly within the province of collective bargaining. The above and foregoing Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as herein contained. For the term of this Agreement, each party waives the right to demand or petition for changes in the Agreement or to bargain over any subject during the term of this Agreement, even though the subject may not have been within the knowledge or contemplation of either party.

No Change**ARTICLE 37****SAVINGS CLAUSE**Section 1 General Savings Provision

Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provision of the Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement or revision herein shall become inoperative or fail by reasons of the invalidity of any other portion or provision.

Section 2 Pre-emption of Local Government Code and Other Provisions

The provisions of this Agreement shall supersede the provisions of any statute, executive order, local ordinance, or rule which are in conflict herewith, including for example and not by way of limitation, the contrary provisions of Chapter 143, the City Charter of the City of Kingsville, ordinances of the city of Kingsville; and Rules and Regulations of the Firefighters and Police Officers Civil Service Commission for the City of Kingsville.

ARTICLE 38 DURATION

This Agreement shall be effective from the 1st day of October-2010 2013 and shall remain in full force and effect through the 30th day of September 2013 2016 or until such time as it is superseded by a new contract between the parties, whichever occurs later, provided however that in no event shall this Agreement continue in effect after September 30, 2014 2017.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed on this the ____ day of _____ 2013.

City of Kingsville

Kingsville Law Enforcement Association

City Manager

President

APPENDIX A
WAGE SCHEDULE

STEPS	FY 2013-2014	FY 2014-2015	FY 2015-2016
PD2 Step A 0-24 months	\$ 17.00	\$ 17.00	\$ 17.25
PD2 Step B 25-36 months	\$ 18.00	\$ 18.00	\$ 18.25
PD2 Step C 37-48 months	\$ 18.85	\$ 18.85	\$ 19.00
PD2 Step D 60-84 months	\$ 19.15	\$ 19.15	\$ 19.45
PD2 Step E 85-120 months	\$ 19.45	\$ 19.45	\$ 19.75
PD2 Step F 121 – 180 months	\$ 19.75	\$ 19.75	\$ 20.00
PD2 Step G 181+ months	\$ 20.00	\$ 20.00	\$ 20.25
PD3 Corporal 0 -24 months	\$ 20.50		
PD3 Corporal 25+ months (Year 2: one step per Corporal rank)	\$ 21.00	\$ 21.00	\$ 21.75
PD4 Sergeant 0 -24 months	\$ 22.50		
PD4 Sergeant 25+ months (Year 2: one step per Sergeant rank)	\$ 23.00	\$ 23.00	\$ 23.50
PD5 Lieutenant 0 -24 months	\$ 24.25		
PD 5 Lieutenant 25+ months (Year 2: one step per Lieutenant rank)	\$ 25.50	\$ 25.50	\$ 26.00

Note: Rounding may be +/- cent(s) due to Incode Payroll System calculations

APPENDIX B

PROMOTIONAL EXAM SCORING PROCESS

RANK	WEIGHT OF WRITTEN TEST SCORE	WEIGHT OF IRB SCORE	MULTIPLIER OF WRITTEN TEST SCORE (100 QUESTIONS)	MULTIPLIER OF IRB	POSSIBLE POINTS
Corporal	70% 80%	30% 20%	8.0 <u>7.0</u> points per correct question (possible 800 <u>700</u> points)	4.44 <u>6.667</u> per point (possible 200 <u>300</u> points)	1000
Sergeant	40% 70%	60% 30%	7.0 <u>4.0</u> points per correct question (possible 700 <u>400</u> points)	6.66 <u>13.333</u> per point (possible 300 <u>600</u> points)	1000
Lieutenant	30% 60%	70% 40%	6.0 <u>3.0</u> points per correct question (possible 600 <u>300</u> points)	8.88 <u>15.556</u> per point (possible 400 <u>700</u> points)	1000

Examples:

1. Subject is testing for Corporal. Written test is 81% (81 questions correct). IRB score 37 points. Additional points for longevity, education, etc. total 13 (nine years of service in current position [9 pts] and Bachelor's Degree [4 pts]).

Score computed as follows:

Test	81 X 8 =	648
IRB	37 X 4.44 =	164.28
Additional Points		13
Total Points		825.28

With information above: Score computed as follows:

Test	81 X 7 =	567.000
IRB	37 X 6.667 =	246.679
Additional Points		13.00
Total Points		826.679

2. Subject is testing for Lieutenant. Written test is 96% (96 questions correct). IRB score is 41 points. Additional points for longevity, education, etc. total 12 (ten years of service in current position [10 pts], Bachelor's Degree [4 pts] and a reprimand in the past years [-2 pts]).

Score computed as follows:

Test	96 X 6 =	576
IRB	41 X 8.88 =	364.08
Additional Points		12
Total Points		952.08

With information above: Score computed as follows:

Test	96 X 3.0 =	288.000
IRB	41 X 15.556 =	637.796
Additional Points		12.000
Total Points		937.796

AGENDA ITEM #11

ORDINANCE NO. 2013-

AN ORDINANCE AMENDING THE FISCAL YEAR 2013-2014 FUND 001 GENERAL FUND BUDGET TO PROVIDE FOR ADJUSTMENTS DUE TO THE CITY OF KINGSVILLE AND KINGSVILLE LAW ENFORCEMENT ASSOCIATION COLLECTIVE BARGAINING AGREEMENT.

WHEREAS, the City and the Kingsville Law Enforcement Association (Police Union) were still negotiating a collective bargaining agreement between the two parties at the time the FY13-14 budget for the City was adopted;

WHEREAS, no funds for wages and benefits were budgeted above the prior fiscal year amounts for the civil service positions covered under the collective bargaining agreement due to the pending negotiations;

WHEREAS, the parties have concluded their negotiating sessions and approved a new collective bargaining agreement;

WHEREAS, moneys for wages and benefits above the prior fiscal year amounts now need to be budgeted for the 49 civil service positions in the Police Department as outlined in the agreement;

WHEREAS, it was unforeseen when the budget was adopted what amount of funding would be needed 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
<hr/>					
Fund 001	General Fund				
<u>Capital</u>					
2-000.0	Fund Balance	- Fund Balance (FY 2014)	610.0		<u>\$54,623</u>
					<u>\$54,623</u>
<u>Expenditures</u> (See attached spreadsheet for specific department coding)					
5- Police-	Salaries		111.00	\$45,006	
5- Police-	TMRS		114.00	\$ 5,036	
5- Police-	FICA		115.00	\$ 3,443	
5- Police-	Life Insurance		123.00	\$ 112	
5- Police-	Worker's Comp.		117.00	<u>\$ 1,026</u>	
				<u>\$54,623</u>	

[To amend FY14 Fund 001 General Fund to provide for wages and benefits above the FY13 amounts due to the recently negotiated Collective Bargaining Agreement.]

II.

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

III.

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

IV.

THAT this Ordinance shall not be codified but shall become effective on and after adoption and publication as required by law.

INTRODUCED on this the 28th day of October, 2013.

PASSED AND APPROVED on this the 12th day of November, 2013.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

SALARY BUDGET FOR FY 2013-2014

EMPLOYEE	CLASSIFICATION	STEP : Hry RANGE : Pay	Base Salary	Cert. Amt.	Educa. Incen.	Longevity Pay	Clothing Allowance	Annual Salary	TMRS 11.19%	FICA 7.65%	HEALTH INS.	LIFE INS.	WRKS' COMP	UNEMPL. COMP	TOTAL
POLICE - 210															
TOTAL POLICE DEPT		48	\$1,930,240.00	\$32,544.46	\$18,600.66	\$23,604.00	\$10,801.44	\$2,015,790.56	\$225,666.96	\$154,207.97	\$410,589.19	\$4,450.56	\$45,955.19	\$12,528.00	\$2,869,088.43
TOTAL NON-CIVIL SERVICE -		18	\$588,286.40	\$ -	\$ -	\$ -	\$ -	\$588,286.40	\$65,829.27	\$45,003.91	\$112,980.11	\$1,301.88	\$3,947.13	\$4,959.00	\$822,307.70
FTO/SHIFT DIFF			\$17,600.00	\$ -	\$ -	\$ -	\$ -	\$17,600.00	\$1,969.44	\$1,346.40	\$ -	\$ -	\$ -	\$ -	\$20,915.84
66 = # of employees for PD		66	\$2,536,126.40	\$32,544.46	\$18,600.66	\$23,604.00	\$10,801.44	\$2,621,676.96	\$293,365.67	\$200,558.28	\$523,569.30	\$5,752.44	\$49,902.32	\$17,487.00	\$3,712,311.97

WARRANT ENFORCEMENT-180.4

TOTAL CIVIL SERVICE -		1	\$1,947,840.00	\$32,544.46	\$18,600.66	\$23,604.00	\$10,801.44	\$2,033,390.56	\$227,636.40	\$155,554.37	\$410,589.19	\$4,450.56	\$45,955.19	\$12,528.00	\$2,890,004.27
NON-CIVIL SERVICE -		0	\$39,582.40	\$360.10	\$ -	\$480.00	\$ -	\$40,482.50	\$4,529.99	\$3,086.91	\$10,608.70	\$91.20	\$922.90	\$261.00	\$59,993.21
SHIFT DIFF			\$91.00	\$ -	\$ -	\$ -	\$ -	\$91.00	\$10.18	\$6.96	\$ -	\$ -	\$ -	\$ -	\$108.14
1 = # of employees		1	\$39,673.40	\$360.10	\$ -	\$480.00	\$ -	\$40,573.50	\$4,540.17	\$3,103.87	\$10,608.70	\$91.20	\$922.90	\$261.00	\$60,101.35
Total (\$1,987,513.40	\$32,904.56	\$18,600.66	\$24,084.00	\$10,801.44	\$2,073,964.06	\$232,076.57	\$158,658.24	\$421,197.90	\$4,541.76	\$46,878.09	\$12,789.00	\$2,950,105.62

Proposed Changes

SALARY BUDGET FOR FY 2013-2014

Tuesday, September 24, 2013

EMPLOYEE	CLASSIFICATION	STEP : Hry RANGE : Pay	Base Salary	Cert. Amt.	Educa. Incen.	Longevity Pay	Clothing Allowance	Annual Salary	TMRS 11.19%	FICA 7.65%	HEALTH INS.	LIFE INS.	WRKS' COMP	UNEMPL. COMP	TOTAL
POLICE - 210															
TOTAL POLICE DEPT		48	\$1,974,336.00	\$32,544.46	\$18,600.66	\$23,640.00	\$10,801.44	\$2,059,922.56	\$230,505.34	\$157,584.08	\$410,589.19	\$4,560.00	\$46,961.29	\$12,528.00	\$2,922,650.46
TOTAL NON-CIVIL SERVICE -		18	\$588,286.40	\$ -	\$ -	\$ -	\$ -	\$588,286.40	\$65,829.27	\$45,003.91	\$112,980.11	\$1,301.88	\$3,947.13	\$4,959.00	\$822,307.70
FTO/SHIFT DIFF			\$17,600.00	\$ -	\$ -	\$ -	\$ -	\$17,600.00	\$1,969.44	\$1,346.40	\$ -	\$ -	\$ -	\$ -	\$20,915.84
66 = # of employees for PD		66	\$2,580,222.40	\$32,544.46	\$18,600.66	\$23,640.00	\$10,801.44	\$2,665,808.96	\$298,304.05	\$203,934.39	\$523,569.30	\$5,861.88	\$50,908.42	\$17,487.00	\$3,769,216.90

WARRANT ENFORCEMENT-180.4

TOTAL CIVIL SERVICE -		1	\$1,991,936.00	\$32,544.46	\$18,600.66	\$23,640.00	\$10,801.44	\$2,077,522.56	\$232,474.78	\$158,930.48	\$410,589.19	\$4,560.00	\$46,961.29	\$12,528.00	\$2,943,566.30
NON-CIVIL SERVICE -		0	\$40,456.00	\$360.10	\$ -	\$480.00	\$ -	\$41,356.10	\$4,627.75	\$3,163.74	\$10,608.70	\$93.48	\$942.82	\$261.00	\$61,053.59
SHIFT DIFF			\$91.00	\$ -	\$ -	\$ -	\$ -	\$91.00	\$10.18	\$6.96	\$ -	\$ -	\$ -	\$ -	\$108.14
1 = # of employees		1	\$40,547.00	\$360.10	\$ -	\$480.00	\$ -	\$41,447.10	\$4,637.93	\$3,170.70	\$10,608.70	\$93.48	\$942.82	\$261.00	\$61,161.73
Total (\$2,032,483.00	\$32,904.56	\$18,600.66	\$24,120.00	\$10,801.44	\$2,118,969.66	\$237,112.71	\$162,101.18	\$421,197.90	\$4,563.48	\$47,904.11	\$12,789.00	\$3,004,728.04

2.26%

2.17%

2.17%

2.46%

1.85%

AGENDA ITEM #12

AGENDA ITEM #13