

# *City of Kingsville, Texas*

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## **AGENDA CITY COMMISSION**

**MONDAY, NOVEMBER 18, 2013  
SPECIAL MEETING**

**HONORABLE ROBERT H. ALCORN COMMISSION CHAMBERS  
CITY HALL/200 EAST KLEBERG AVENUE  
5:00 P.M.**

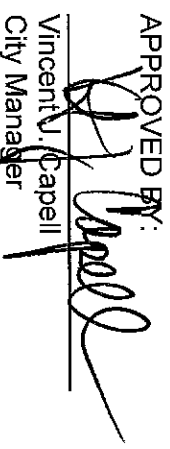
### **I. Preliminary Proceedings.**

#### **OPEN MEETING**

#### **INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)**

#### **MINUTES OF PREVIOUS MEETING(S) – Required by Law**

Special Meeting – October 22, 2013  
Regular Meeting – October 28, 2013

APPROVED BY:  
  
Vincent V. Capell  
City Manager

### **II. Public Hearing - (Required by Law).<sup>1</sup>**

1. None.

### **III. Reports from Commission & Staff.<sup>2</sup> (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.<sup>3</sup>**

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

**V.**

**Consent Agenda**

**Notice to the Public**

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being discussed separately unless requested by a Commission Member in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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

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

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

1. Motion to approve final passage of an ordinance amending the Fiscal Year 2013-2014 Fund 001 General Fund budget to provide for adjustments due to the City of Kingsville and Kingsville Law Enforcement Association Collective Bargaining Agreement. (Director of Finance).

**REGULAR AGENDA**

**CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:**

**VI. Items for consideration by Commissioners.<sup>4</sup>**

2. Presentation by Captain Christopher Misner and CPO Glenn Jones on the new Air Installation Compatible Use Zones (AICUZ) study at NAS-Kingsville. (Director of Planning and Development Services).
3. Consider authorizing participation in and waiver of certain vendor fees for the 2<sup>nd</sup> Annual Ranch Hand Festival to be held November 22-24, 2013. (Director of Tourism).
4. Consider authorizing the purchase of goods and services from Texas Correctional Industries for installation of fencing at the City of Kingsville Law Enforcement Center, as per staff recommendation. (Purchasing/IT Director).
5. Consider final passage 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).
6. Consider a resolution authorizing the City Manager to enter into a Collective Bargaining Agreement between the City of Kingsville, Texas and the Kingsville Professional Firefighter's Association, IAFF Local #2390 for Fiscal Years 2013-2016. (Human Resources Director).
7. 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 the Kingsville Professional Firefighter's Association (IAFF Local #2390) Collective Bargaining Agreement. (Director of Finance).


8. Consider introduction of an ordinance amending the Fiscal Year 2013-2014 Budget for the Utility Fund for Water Treatment Operations to satisfy SEP agreed to by TCEQ. (Director of Finance.)
  9. Executive Session: Under Section 551.071 of the Texas Open Meetings Act, the City Commission shall convene in Executive Session to seek legal advice from the City Attorney regarding contemplated compromise and settlement for cause no. 11-058-D pending in the 105<sup>th</sup> District Court, Kleberg County, Texas. (City Attorney).
  10. Consider a resolution authorizing the City Manager to execute a Compromise and Settlement Agreement in Cause No. 11-058-D pending in the 105<sup>th</sup> District Court. (City Attorney).
  11. Consider introduction of an ordinance amending the Fiscal Year 2013-2014 budget from the General Fund 001 Fund Balance for City Special to Cover Attorney Fees. (Director of Finance).
- 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](mailto: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:

November 15, 2013 at 11:00 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

# **MINUTES OF PREVIOUS MEETING(S)**

OCTOBER 22, 2013

A SPECIAL MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON TUESDAY, OCTOBER 22, 2013 IN THE HONORABLE ROBERT H. ALCORN COMMISSION CHAMBERS 200 EAST KLEBERG AVENUE AT 5:00 P.M.

**CITY COMMISSION PRESENT:**

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

**CITY STAFF PRESENT:**

Vince Capell, City Manager  
Mary Valenzuela, City Secretary  
James Bryson, Accounting Manager  
Courtney Alvarez, City Attorney  
Charlie Cardenas, Public Works Director/Engineer  
Deborah Balli, Finance Director  
Emilio Garcia, Health Director  
Diana Gonzales, Human Resources Director  
Cynthia Martin, Downtown & Volunteer Manager  
Robert Issasi, Planning & Development Services Director  
David Mason, Purchasing/IT Director  
Bill Donnell, Assistant Public Works Director  
Ruthie Valdez, Interim Library Director  
Bob Trescott, Tourism Services Director  
Willie Vera, Task Force Commander  
Melissa Perez, Risk Manager  
Tony Verdin, Information Systems Technician

**I. Preliminary Proceedings.**

**OPEN MEETING**

Mayor Fugate called the meeting to order in the Robert H. Alcorn Commission Chamber at 5:08 p.m. with four members of the City Commission present. Pena arriving late to meeting.

**INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)**

Mayor Fugate asked if there weren't any objections from the Commission, he would like to move straight into the agenda items. Objections were made.

**MINUTES OF PREVIOUS MEETING(S) – Required by Law**

Regular Meeting – October 14, 2013

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

**Motion made by Commissioner Pecos to approve minutes as presented, seconded by Commissioner Garcia. The motion was passed and approved by the following vote: Garcia, Leubert, Pecos, Fugate voting "FOR". Pena not available to vote.**

Commissioner Pena arrives at 5:15 p.m.

## **II. Public Hearing - (Required by Law).<sup>1</sup>**

1. NONE.,

## **III. Reports from Commission & Staff.<sup>2</sup> (City Manager's Staff Report Attached).**

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

Mr. Capell, City Manager reported that there are a lot of things the City is trying to accomplish this year so additional workshops may be needed in the next few months. This will allow staff to keep the Commission updated on projects in which the City is or will be working on in the future.

Mrs. Courtney Alvarez, City Attorney reported that the City of Kingsville will be hosting its Safe Trick or Treating Carnival on Friday, October 25, 2013 from 4:00 p.m. to 6:00 p.m. Mrs. Alvarez further reported that the next regular Commission meeting is scheduled for Monday, October 28<sup>th</sup> at 6:00 p.m.

Mayor Fugate reported that he will be presented with an award on October 28<sup>th</sup> from the Texas Mining Association. The Association will be recognizing him as the Politician of the Year. He further stated that he will not be available for the Commission meetings scheduled on October 28<sup>th</sup> and November 12<sup>th</sup>.

Commissioner Leubert stated that she would like to receive a report regarding solar power. She further stated that the City needs to look into passing an ordinance prohibiting texting and talking on any mobile device while operating a motor vehicle.

Mrs. Alvarez stated that Commissioner Pena had asked staff to look into this issue earlier in the year. The State Statute requires that signs get posted at the entrance of the City to notify people coming in that there is an ordinance prohibiting texting and talking is prohibited while operating a motor vehicle. She further stated that staff is trying to identify the locations to place these signs.

Commissioner Pena stated that he has provided Mrs. Alvarez with information regarding the no texting and talking from cities that already have the ordinance in place.

Mayor Fugate reported that the new city hall will be a lead which will be a green building.

## **IV. Public Comment on Agenda Items .<sup>3</sup>**

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)*

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

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

1. **Motion to approve final passage of an ordinance amending the Fiscal Year 2013-2014 Fund 054 Utility Fund Capital Projects Fund and Fund 091 General Fund Capital Projects Fund to utilize fiscal year 2012-2013 unexpended funds for welding shed, wastewater shed, and 20” valve rehab project. (Finance Director).**
2. **Motion to approve final passage of an ordinance ratifying classifications and prescribing the number of positions in such classifications for the classified service in the Fire Department. (Human Resources Director).**

### REGULAR AGENDA

#### **CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:**

## VI. Items for consideration by Commissioners.<sup>4</sup>

3. **Consider a resolution in support of Texas Department of Transportation constructing a two-way access road north from the west intersection of US 77 and East Corral Avenue to Sage Road. (Mayor Fugate).**

Mayor Fugate stated that the proposed Texas Department of Transportation (TXDOT) design which is to construct an overpass near the Fulderwider Dealership, which is located in off of US 77 between Sage Road and Corral Avenue, will stop future development within the location. He further stated that the City may want to consider litigation proceedings to stop the proposed design.

Commissioner Leubert stated that J M Lozano has been in talks with TXDOT Commission regarding the proposed design, and stated that TXDOT Committee is against what the dealership is in favor of due to safety reasons.

Mayor Fugate stated that he will not be in favor to vote on giving any property for the construction of 27<sup>th</sup> street.



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

**4. Discuss the City's downtown area and tourism topics such as branding, wayfinding, advertising, and other related issues. (Tourism Services Director).**

Bob Trescott, Tourism Services Director reported his accomplishments through his career. Mr. Trescott further discussed the Visitor's Center and its purpose for the City of Kingsville. He further stated that the Visitor's Center receives visitors who are traveling through Kingsville and stop for brochure information. Trescott stated that he would like to see the Visitor's Center located at the Depot. He stated that by moving the Visitor's Center into town, you will have serious visitors who are interested in visiting Kingsville rather than just passing through Kingsville. Mr. Trescott stated that the City supports events in the downtown area. These events are part of the triangle of Tourism but there has to be procedures. The City must be made aware of events in advance to allow the City to coordinate with its departments to close streets and place garbage receptacles in areas where the event will take place. Trescott further discussed the Facade Grant which was approved by the Commission during a recent meeting. He stated that the Facade Grant will make a major impact in the downtown area. Trescott further discussed the mural project which is to be placed in the downtown area. The mural is approximately 32 feet across by 12 feet tall which consist of 12 4x8 sheets of plywood. Trescott stated that they are going out for bids to install the mural on the side of the Fuentes building with energy efficient lighting. He further stated that the unveiling of the mural will take place during The Art Roundup during the Rand Hand Festival weekend. Trescott touched on the downtown park which consist of green space, preserve historic resources, and provide active downtown public spaces that support downtown events. Trescott further discussed the area around the post office property where he would like to place a sign that states Welcome to Downtown Kingsville. Within this area, they are proposing to plant trees and plants to screen the end of the post office loading dock. He further stated that he would like to see the one-way road alongside the railroad tracks to become a two-way road with trees planted along the railroad tracks.

Commissioner Leubert asked how this road will become a two-way street with the post office having their drop off post office box. Trescott responded that they will be placed on the proposed median. Trescott further stated that there is a fountain on the east side of the post office and would like for the City to look into getting an easement or a lease from the post office that would allow the City to maintain the fountain, screen the property, and place the signage. He further stated that this property is very important to the entrance into the Historic Downtown for tourism. Trescott further spoke about the Caboose and how it should be moved closer to the Train Depot. Trescott stated that he will be meeting with the contractor for an estimate on refurbishing the Caboose. Trescott further stated that at the Depot, he would like to see a kiosk where informational pamphlets could be placed and visitors can come by and read about what downtown has to offer. He stated that in order to encourage visitors to come visit downtown, we will need to provide proper signage directing them to the area.

Commissioner Leubert asked about the Depot contract as to whether it has been finalized. Mr. Trescott stated that the Heritage Foundation signed a lease with the railroad and received the ability to sublease to the City. Commissioner Leubert stated that she understood that the railroad was fine and was just waiting for the contract to be signed. Mr. Capell stated that the Depot and the Foundation went into a contract on their own without the right to sublease to the City. Leubert stated that she understood that all they were waiting for was for a meeting with the City. Capell stated that he and Mr. Nick Harrel have attempted to schedule a meeting but have been unsuccessful in doing so. Leubert

stated that she will be talking to the Board because what she is being told is totally opposite from what city staff is saying. Mayor Fugate stated that he feels that there is a communication issue between all parties involved. Capell stated that if the City is going to pay for the upgrades and maintenance of the building, it would only be right for the City to have control of the building. Leubert stated that the City cannot do any improvements unless they have a signed contract.

Mayor Fugate stated that the contract needs to have some wording in it where they are able to sublease to the City because the City will be paying for the improvements to the Depot and should have a say in it.

Mr. Capell stated that after several meetings with Mr. Nick Harrel, they both agree to allow the City to use the property. He further stated that they have come to an agreement on the use of the property but have to put it in writing.

Mr. Trescott continued with his presentation of the downtown area. Mayor Fugate stated that the post office will allow the placement of the signage and plant trees and foliage on property located behind the post office, but it's just a matter of getting it done. Trescott continued to discuss the area located directly behind the post office.

Commissioner Pena and Leubert stated that they would like to see a timeline for these projects.

Mayor Fugate stated that these are great projects, but they would like a timeline. Mr. Capell stated that in order to start these projects, the Commission must give staff direction. Capell further stated that once the Commission has given staff direction, then staff will provide a timeline. During this workshop, Mr. Trescott passed out multiple handouts to the City Commission regarding tourism.

Mr. Trescott further introduced Mr. Jonathan Swindle of R Hires Creative Graphic Design.

Mr. Swindle gave a brief power point presentation to the City Commission regarding Tourism in the City of Kingsville.

Mr. Swindle spoke about Kingsvilletx.com website. Mr. Swindle gave the Commission a brief on the timeline on what his company has done for this website. He stated that in September his company redesigned the website and made it to be completely supported by all mobile devices including smart phones, tablets, and desktop computers. In November they launched a newsletter campaign, which has 308 subscribers. This newsletter talks about different services that are offered online through the Visitor's Center so that citizens may have information readily available to them such as town information, attraction information, and other features. In March, 2013, they established a page on Facebook for the Visitor's Center. He stated that the website is monitored to see what people are looking at in Kingsville. Mr. Swindle further spoke about the dollar percentage of what was spent in 2012 just on printing advertising information. Mr. Swindle further discussed his presentation to the Commission regarding tourism.

Mayor Fugate called for a break at 6:25 p.m

Mayor Fugate reconvened the meeting at 6:43 p.m.

Mr. Trescott continued his presentation to the Commission by passing out more handouts.

Mayor Fugate asked for staff's recommendation as where exactly the Visitor's Center should be located. Mr. Trescott stated that maybe in the area where the Caboose is or possibly move into the Train Depot or Chamber of Commerce.

Commissioner Pecos asked if the Tourism Department could be moved into the Petra Vela Kenedy House and possibly places the house near the Kingsville Police Department or the Caboose.

Mr. Trescott further discussed the issue with regards to moving the Tourism Center from its previous location, but will discuss it later during this presentation. Trescott further stated that he is also working on getting a quote for the installation of the mural on the Fuentes building. He would also like a install sign and trees by the post office, make the side street next to post office a two-way road, and would like to move the caboose by the Train Depot.

Commissioner Pena asked Mr. Capell if giving staff 90 days would be sufficient time to complete at least one project. Mayor Fugate stated that Commission can give staff 90 days to complete a project, but if staff is unable to complete the project, staff can return to Commission and ask for additional time. Trescott continued to state that tress will already be planted which will be planted by Texas A&M University-Kingsville Geology Club.

Mayor Fugate asked what type of trees will be planted. Mr. Isassi stated that Oleanders with Crape Myrtles in between the Oleanders. Mayor Fugate further stated that he would like to see the thorn-less mesquite trees planted.

Commissioner Pena asked if staff was good on his proposed timeline. Mr. Trescott stated yes.

Mr. Trescott further discussed the design of a kiosk to be placed by the Train Depot or the pavilion for downtown information and post rules for such things as the use of the area or for any upcoming events that may take place in the downtown area.

Mrs. Cynthia Martin stated that they are also looking into building a bus stop near H.E.B. Grocery store for University students who travel on the Blue & Gold Express. Mr. Trescott stated that Mrs. Martin is looking into private funding for this particular project. Commissioner Garcia asked what private funding they are seeking. Mr. Trescott stated that Ms. Lisa Munoz suggested the bus stop and further stated that she would contribute to the project.

Mr. Trescott continued his discussion with regards to the Kiosk. He stated that he would like to extend the idea of the kiosk into the proposed bus stop to provide information. Mayor Fugate stated that he would like to see a timeline for all the projects being proposed during tonight's meeting.

Commissioner Leubert asked that the timeline also show a completion date for the project. Mayor Fugate stated that in all fairness to Mr. Trescott, Trescott would have to get the finances in order which would make it hard to predict how long a project may take. Mr. Capell stated that the way this is organized is that Trescott has a strong hand in it but it also involves the 6<sup>th</sup> Street team which is headed by Mr. Isassi. The 6<sup>th</sup> Street team works on developing a vision and timeline, and a budget to develop these projects.

Mr. Trescott spoke about the progress of the pavilion project. He stated that the deck is done with the electricity being installed and façade will be placed in the next week. Mr. Isassi stated that he has been in communication with G&G Solar Company on solar power as an extra to aluminate the pavilion at night. Trescott stated that the park and pavilion is already being used by citizens who come by and have picnics or just for a photo backdrop. He further stated that staff is talking to contractors about what it would take to repurpose the old pump house so it may be used for park like things. He further stated that staff would need to get direction from Commission regarding the pump house and see how they would like to utilize this structure. Mr. Trescott further spoke about options as to how the pavilion could be used. One option is to build a splash-pad under

the pavilion which will allow children to enjoy the water while parents sit and read a book. Mayor Fugate stated that he has a concern with a splash-pad being built because of the heavy traffic on 6<sup>th</sup> street. Fugate stated that if a splash-pad is built, the area would need to be fenced along 6<sup>th</sup> street and having the entrance in the back area. Commissioner Leubert stated that she would rather see the splash-pad built in one of the local parks. Mr. Trescott stated that this is the reason why these items need to be placed on the agenda, so staff can receive direction from Commission as to what they would like done.

Mayor Fugate stated that he agrees with Leubert, but he would like for Flores & Flato parks to be updated. Mr. Capell stated that he has seen splash pads near shopping areas such as in Salt Lake City, and Kansas City. He further stated that once it is decided what type of downtown park Commission wants, Mayor Fugate stated that brings up the question, is it close to the downtown area or does the splash pad need to be placed closer.

Commissioner Leubert stated that speaking as a mother, the last thing a store owner wants is a wet child who's tired in their store. Mr. Capell stated that this is going to be the Commission's decision. They can decide what type of park is going to be. He stated that there are many choices to pick from, but they will have to decide what type of park they want to see.

Mayor Fugate asked about the cost of a splash pad. Mr. Trescott stated that a simple splash pad could be built for very minimal amount of money. Mayor Fugate stated that he likes splash parks and would like to see them built in the area.

Mr. Trescott further discussed TXDOT & Tourism power point presentation. He stated that with the proposed changes to 169, it could be devastating for Tourism or can be very helpful to Tourism. He further stated that TXDOT has a large budget for dealing with signage for 169. He stated that the City can take the signs being offered, which will be the engineered design signage that may or may not serve the Tourism needs. He further stated that signs along Hwy 77 and Frontage Road are wrong. If the Visitor's Center were to be moved, the blue signs that direct you to the current location of the Visitor's Center would need to be moved. Trescott stated that there are thousands of dollars of signage that can either be designed to support what the city is trying to do with Tourism or can be designed in a way that does not support what we are trying to do for Tourism.

Mayor Fugate stated that Mr. Cardenas, Mr. Isassi and Mr. Trescott need to meet and decide what signage needed. This is not for the Commission to decide this is for staff to do the job and do the right thing. He further stated that as far as wayfinding, it is a good idea. He further stated that staff has good ideas that just need to get done.

Commissioner Leubert stated that she would like to see a timeline for these projects.

Mayor Fugate stated that staff needs to develop a timeline and if an extension is needed on the timeline, come back to Commission for approval.

Commissioner Pena stated that he thought that this meeting was about final plans.

Commissioner Leubert stated that 99 percent of what has been presented to the Commission during this meeting is good, but it has a few issues. Some of these issues need some work such as the Petra Vela Kenedy House and the Train Depot.

Mr. Trescott passed out the new challenge coins with the City of Kingsville emblem on the front of the coin and the new proposed city hall on the back of the coin. Trescott further discussed the purpose of the challenge coin to the Commission as other ways of branding of Kingsville. He further stated that he is proposing strict rules on how to use the City Seal and the image of the new city hall.

Mr. Capell stated that the purpose of this meeting is to show the Commission and the public what the Tourism Department has been working on since the City took over this department.

Mayor Fugate stated that all this information discussed during this meeting, is not only important to staff it is also important to the citizens as well. He further stated that with all this work being done, we also need to work on people skills.

## **VII. Adjournment.**

There being no further business to come before the City Commission, the meeting was adjourned at 8:00 P.M.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

OCTOBER 28, 2013

A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, OCTOBER 28, 2013 IN THE HONORABLE ROBERT H. ALCORN COMMISSION CHAMBERS 200 EAST KLEBERG AVENUE AT 6:00 P.M.

**CITY COMMISSION PRESENT:**

Noel Pena, Commissioner  
Arturo Pecos, Commissioner  
Al Garcia, Commissioner  
Dianne Leubert, Commissioner

**CITY COMMISSION ABSENT:**

Sam Fugate, Mayor

**CITY STAFF PRESENT:**

Vince Capell, City Manager  
Mary Valenzuela, City Secretary  
Courtney Alvarez, City Attorney  
James Bryson, Accounting Manager  
Charlie Cardenas, Public Works Director/Engineer  
Deborah Balli, Finance Director  
Emilio Garcia, Health Director  
Diana Gonzales, Human Resources Director  
Melissa Perez, Risk Manager  
Cynthia Martin, Downtown & Volunteer Manager  
Willie Vera, Task Force Commander  
Ricardo Torres, Chief of Police  
Robert Isassi, Planning & Development Services Director  
Diana Medina, Collections Manager  
David Mason, Purchasing/IT Director  
Ruthie Valdez, Interim Library Director  
Bob Trescott, Tourism Director  
Jennifer Berra, Community Appearance Director  
Daniel Ramirez, Building Official  
Johnny Campos, Sergeant  
Felix Camarillo, Lieutenant

**I. Preliminary Proceedings.**

**OPEN MEETING**

Mayor Pro-tem Garcia called the meeting to order in the Robert H. Alcorn Commission Chamber at 6:00 p.m. and announced quorum with four City Commissioner's present with Mayor Fugate absent.

**INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)**

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

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

**II. Public Hearing - (Required by Law).<sup>1</sup>**

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

Mayor Pro-tem Garcia announced and opened this public hearing at 6:05 p.m.

Mr. Robert Isassi, Planning & Development Services Director gave a report to the City Commission regarding the timeline of events for 1229 E. Avenue B. The property is owned by Mr. & Mrs. Francisco Resendez. The owners had contacted Mr. Isassi on June 18, 2013 to request a rescinding of the condemnation based on their assurances that the building would be repaired to meet City codes. It is City staff's determination that the building was not adequately repaired within the time allotted and requests City Commission's recommendation on the issue. Mr. Isassi continued to state that on May 28, 2013, the structure was condemned by the City Commission. On June 18, 2013, property owner Mr. & Mrs. Resendez came to Mr. Isassi office to request the rescinding of their condemnation of the structure located at 1229 E. Avenue B. In an effort to work with the property owners, Mr. Isassi evaluated the condemnation and agreed to place it on the agenda for June 24, 2013 City Commission to be considered for rescinding based on Mr. & Mrs. Resendez' assurances that they would repair the exterior of their structure within 60 days. On June 24, 2013, the City Commission agrees to rescind the condemnation of the said mention property above with repairs to be made within 60 days. On this day Mr. Resendez stated that if the City Commission agrees to rescind the condemnation, he would appear the following day to obtain a building permit to make repairs to the structure. On June 25, 2013, Mr. Resendez requests a building permit for repairs that are to be done within 60 days. The following repairs were to be done within 60 days, place new siding on exterior walls, repair and re-shingle roof, install new door trim, soffit panels, and fascia boards, and mow, trim weeds, and overhangs in yard. On July 22, 2013, Mr. Resendez contacts the City to inform staff that no work has been done but that he would be starting soon. August 20, 2013, with the 60 day deadline approaching and no work to the house being noted, the owner contacted the City again to request additional time. After a long conversation with the owner, Mr. Isassi agreed to an extension to September 6, 2013. On August 24, 2013, which is the 60<sup>th</sup> day deadline, staff noted that no work was done to the property. On September 6, 2013, which was the approved extended deadline date, City Inspector noted that no work was done to the property. On September 9, 2013, City Inspector noted that plywood was installed around three-fourths of the property to cover most doors and windows. Due to the unavailability of the Building Official, the owner was afforded additional time awaiting building inspection from the original Building Official. The owner was aware that the official was on medical leave. The Building Official was scheduled to return to work on October 21, 2013. On October 21, 2013, the Building Official returned to work and made an inspection of the property and noted that the building was not repaired according to the agreement made at the City Commission meeting. While the exterior walls are three-fourths covered with plywood, the roofing and windows were not addressed.

Mayor Pro-tem announced that if anyone in the audience wishes to speak about this subject, now is the time to do so.

Mr. Francisco Resendez, 213 Fairview Drive spoke about 1229 E. Avenue B. Mr. Resendez stated that he would like to commend Commissioner Garcia for going out to the structure. He stated that this property should have not been considered for condemnation because of the following statement made by Mr. Daniel Ramirez, Building Official on April 29, 2013. Mr. Resendez continued to read a statement from the Building Official dated January 15, 2103 that read as follows. Mr. Resendez has agreed to do the repairs to the exterior structure to include siding and begin roof repair and also to abate the property of any nuisances. He also stated that the work would be completed in two

weeks, which was not done. Mr. Resendez stated that to this date, no work has commenced and will proceed with the condemnation process. Mr. Resendez stated that this statement made the Commission to believe that he did not try. He further stated that he has a building application that staff did not get around to approving. He further stated that what the Commission was told was true as to the structure being neglected, which he admits. Resendez continued to state that due to certain medical condition in his family, and having a daughter who attends Sam Houston University. His finances have made it a little difficult to complete all repairs. Resendez stated that he had every intention to do the repairs but the timeline did not include the weeks of rain that Kingsville received. He stated that he does have the material to do some of the work, but was unable to finish the work and for that he apologizes. He further stated that reports state certain things which are not true. He further stated that he does not blame the Commission for their actions because they are only going by what is being presented to them by staff. He stated that he appreciates that 60 day timeline but was unable to complete the work. Resendez stated that he is going to leave the decision of this structure up to the City Commission. He further stated that this whole ordeal looks like a cover up by the department to cover their tracks. He stated that he should have received the same amount of time as anyone else who purchases a permit. He further stated that he took out the windows which are lying on the side of the house. Resendez stated that the back siding of the house is not rotted but has dilapidated paint. Resendez stated that after working for the City for 5 years as an Inspector, people were probably led to have a bad impression of him. Now he is the building official for the City of Alice where he holds the same position of Inspector. Resendez stated that he has no objections if the Commission wants to demolish the structure but he would like for City staff to admit when they are wrong. He further stated that after a discussion with Mr. Mike Kellam, previous Planning & Development Services Director, Mr. Kellam stated that he was going with staff's recommendation. Mr. Resendez further stated all of this has been based on the dishonesty of the department, which now, the integrity of the department is in question. He further stated that the department has been using unlicensed inspectors. Resendez stated that the City has an unlicensed plumbing inspector performing plumbing inspection.

Mrs. Courtney Alvarez, City Attorney stated that at this time, Commission is here is address the issues with regards to this particular structure which Mr. Resendez last statement is not pertinent to this discussion.

Commissioner Garcia asked Mr. Resendez to keep his remarks to the property being heard for condemnation.

Commissioner Leubert stated that she has read a letter written by Mr. Resendez which is dated June, 2012, that states that he was in the process of receiving estimates for the replacement of the roof, siding, and electrical repairs. With all this, Mr. Resendez was unable to repairs due to finances. She further stated that the Commission approved additional time with good terms that Mr. Resendez would do repairs. Leubert further stated that almost a year later, no repairs have been done. She stated that maybe it was better for Mr. Resendez to allow the City to demolish the property which would allow him to start on a fresh start.

Mr. Resendez stated that he was not here to discuss it, but just wanted to make the Commission aware that the way things were handled by staff was wrong. He further asked how many times has the Commission been misled because of a wrong analysis of a structure. Leubert commented that Mr. Resendez has made it perfectly clear already.

Mayor Pro-tem Garcia closed this public hearing at 6:20 p.m.

### **III. Reports from Commission & Staff.<sup>2</sup> (City Manager's Staff Report Attached).**



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

Mrs. Courtney Alvarez, City Attorney reminded staff that the next Commission meeting is scheduled for Tuesday, November 12<sup>th</sup> with a deadline of November 1<sup>st</sup>, to submit agenda items.

#### **IV. Public Comment on Agenda Items <sup>3</sup>**

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

Ms. Jean Stewart, 421 Frances represents for the Woman's Club of Kingsville. She stated that she is here to speak about the bench located at the Xeriscape Park that was placed and dedicated to Ms. Karen Higginbotham along with an Oak Tree dedicated to the late Mrs. Dorothy Kemp, mother to Ms. Higginbotham. Ms. Stewart stated that a few months ago she received a phone call from Ms. Alice Byers asking her if she would agree to have the bench moved because of the awning, her response was absolutely not. She stated that the club wanted it there close to the park where people could enjoy it and they would not agree for it to be moved. She further stated that Mr. Bob Trescott chose to move the bench without permission. Ms. Stewart stated that she is unhappy about it because the bench was moved completely away from the garden. She stated that she feels as if they have been blindsided. Stewart further stated that she was called to a meeting with Robert last week, where she was told that they would decide where the tree and bench were to be moved. She further stated that she would like for the Commission to know how they have been treated. With the expense made by the club to purchase the tree and the bench she feels that they were disregarded in it being moved. She further stated that the bench was broken and was told it would be replaced. She further stated that the Woman's Club is a service community club and whenever the City or County needs something, they are there to assist.

Commissioner Garcia stated that at this point the Commission cannot respond to her concerns but will take the information under advisement.

#### **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)*

Mayor Pro-tem asked for a motion to approve the consent agenda.

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

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.<sup>4</sup>**

3. Consider condemnation for structures located at 1229 E. Avenue B, Kingsville, Texas. (Director of Planning & Development Services).

Mr. Isassi stated that the Commission has heard both sides of this issue and now it's up to the Commission to make their decision.

Mr. Capell reported that Mr. Resendez was given an opportunity to bring the structure up to code, which he did not do. He further stated that by bringing up old matters doesn't change the issue. Mr. Capell recommends that the structure located at 1229 E. Avenue B condemned.

Mayor Pro-tem Garcia stated that he investigated the issue at the time Mr. Resendez requested the condemnation to be rescinded. Garcia stated that at that time he decided that Mr. Resendez should be given another opportunity to repair the structure so the issue was brought forward to the Commission where they voted on rescinding the condemnation.

Mr. Isassi stated that Mr. Resendez has had 118 days to repair the structure and as of this day, no repairs have been done.

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

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).**

Mr. Isassi stated that this is an introduction of an ordinance 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 and right of ways from 13' to 15'.

Commissioner Leubert stated that the City is on the right track, but the City has a lot of old neighborhoods with old trees and if the City cuts these trees 15' feet above the sidewalk can make a huge difference on the appearance of the neighborhood. She further stated that she would like for staff to further look into this change they are proposing to do regarding the height of the trees.

Mr. Capell stated that Fire Chief Reed was primarily the individual who looked into trimming the tree from 13' feet to 15' feet. Due to the Reed not being in attendance at tonight's meeting, Mr. Capell would like for Reed to be given the opportunity to speak on this issue.

Commissioner Leubert stated that this item is only an introduction item, therefore it can be discussed further at a later meeting.

Introduction item only.

**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).**

Mr. David Mason, Purchasing/IT Director reported that this item authorizes an agreement between the City of Kingsville and the Multi-State Information Sharing and Analysis Center. This agreement is a voluntary agreement with no cost to the City.

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

**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).**

Mrs. Deborah Balli, Finance Director reported that there were minor changes to the Investment Policy. The changes are to change the reporting from annually to quarterly and remove Mark Rushing name from the policy and add Mrs. Deborah Balli.

Commissioner Garcia asked if any education required for the Commissioner whom gets appointed to the committee. Mrs. Alvarez stated that this would only require for the investment officers of the City not necessarily the entire committee.

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

**7. Consider waiver of interest accrued on weed lien 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).**

Mrs. Balli stated that this is a request made by Mr. Emerico Garcia who is requesting a waiver of interest in amount of \$160. 74. If the Commission were to approve the waiver of

interest, Mr. Garcia would be required to pay the principal amount of \$324.76 within 30 days.

**Motion made by Commissioner Pecos to waive the interest in the amount of \$160.74, seconded by Commissioner Leubert. The motion was passed and approved by the following vote: Pecos, Pena, Leubert, Garcia, voting "FOR".**

**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).**

Commissioner Leubert asked what it means by casting all its votes.

Mrs. Alvarez explained that the City may choose to give all votes to one candidate or split the votes amongst the candidates listed on the ballot.

**Motion made by Commissioner Pecos to cast the City of Kingsville's votes to candidate Al Garcia for election to the Board of Directors of the Kleberg County Appraisal District, seconded by Commissioner Leubert. Motion was passed and approved by the following vote: Pena, Leubert, Pecos voting "FOR". Garcia "ABSTAIN".**

**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).**

Felix Camarillo, Acting Lieutenant reported that this is training for Clinical Affiliation agreement between the Kingsville Fire Department and Halo Flight EMS 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 will be no expense to the City of Kingsville for providing this educational training.

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

**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).**

Mrs. Diana Gonzales, Human Resources Director reported that 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 vote to ratify the proposed agreement. The current contract has thirty-eight (38) sections or articles. Ten (10) articles received some modifications.

Commissioner Pena stated that he has read the articles and is comfortable with the changes.

**Motion made by Commissioner Leubert to approve the resolution authorizing the City Manager to enter into a Collective Bargaining Agreement between the City of Kingsville and the Kingsville Law Enforcement Association, seconded by Commissioner Pecos. The motion was passed and approved by the following vote: Pecos, Pena, Leubert, Garcia voting "FOR".**

**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).**

Mrs. Balli reported that this adjustment will be made for the amount of \$54,623 which will be covered from current fund balance.

Mrs. Alvarez stated that this adjustment also includes the 1½ percent increases that Commission agreed to give all city employees.

Introduction item only.

**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).**

Mr. Isassi stated that Mr. Dizdar and an out of state developer paid for an economic development incentive application to be evaluated. He stated that if the projects are economically beneficial to the City, it will be brought to the Commission in a future meeting. He further discussed the financials of both the proposed developments. These financials were compared with the Wild Wood Trails to gauge whether the incentives requested was reasonable. Isassi stated that Lakeview Villa is a development that Mr. Dizdar is proposing. The plan lay out is previously being evaluated by staff. The plans include street construction, utilities, sanitation, and lot layout. The lots will be 24 lots which will contain 1400sqft to 1500sqft townhomes with two car garages and concrete driveway. A Homeowners Association will be created and will maintain the yards. It is expected that once the infrastructure is installed, the time to construct the first townhouse to the last townhouse will be one year. Isassi spoke about the extended stay hotel. Town Place Suites is in the preliminary stages of the development. Land owners are currently platting the property for sale while the potential buyers are seeking incentives from the City and County. The developers are proposing to construct an 82 unit extended stay hotel north of General Cavazos and east of the IHop. This will be a first rate hotel that need to maintain a high standard in order to carry the Marriott name. The developer understands that they must meet city ordinances as well as be aware of the ALCUZ standards. Isassi stated that city staff has determined that both of these developments will be of benefit to the City and will generate continued growth.

Commissioner Leubert asked how many townhomes are proposed to be built. Mr. Isassi stated that there will be 24 townhomes.

Mr. Capell stated that the reason he is bringing this item to the Commission now is because Town Place Suites has loan commitments and would like to proceed with the development, but they need a preliminary lead from the Commission first. He stated that what Town Place Suites is looking for, is where the Commission stands on this development before moving ahead with this project. Capell stated that with regards to the Lakeview Villas, it was compared to the Wildwood Trails development. Lakeview Villas will have an estimated cost \$4.2 million dollar estimated cost on the development. Capell further stated that right now the City has a lot of single family homes and apartments but don't have very few townhomes/garden homes. He stated that Mr. Dizdar has requested from \$81,000 from the City and another \$81,000 from the Kieberg County for a total of \$162,000. Capell stated that he hopes the County participates with the City as they did with the Wildwood Trails Subdivision and Pauson Falls. Capell asked if the City is willing to go on its own if the County does not participate or will the City insist in the County's participation.

Commissioner Pena asked if the City plans on incentivizing future projects from this day forward. Capell responded that the City is incentivizing these projects now, so it won't have to be done later.

Mr. Isassi stated that by having incentives, it allows the City to have a stake in the construction process and hold them to a higher standard.

Commissioner Pena stated that he would like to see financial reports for the City showing what the financial status is for the City.

Mr. Capell stated that the way these projects are being incentivized is that the City is not taking money from the existing fund balance. The money being used to provide incentives comes from the taxes that have been generated from the property. He further stated that if the properties aren't built, we won't have any taxes, but if they are built, we will have taxes to pay the incentives. Mr. Capell further spoke about the development of Town Place Suites. This development will have an estimated cost \$10.2 million dollar estimated cost on the development. He stated that this is an extended stay hotel with 82 rooms. Originally, the developer requested a \$500,000 incentive but after much research, the City would not be able to provide that type of incentive. Capell further stated that the most the City could offer would be \$250,000, which will be a split cost between the City and County.

Commissioner Pena stated that he would like for the City to continue its discussion with the County as partnering up with the City on these incentives.

**Motion made by Commissioner Leubert to give direction to staff on potential economic incentives, seconded by Commissioner Pena. The motion was passed and approved by the following vote; Pena, Leubert, Pecos, Garcia voting "FOR".**

**13. Discuss and consider giving direction to staff on Petra Vela Kenedy house and potential locations. (City Manager).**

Mr. Capell stated that the Foundation has offered \$150,000 for the City to use in placing and renovating the Petra Vela Kenedy house within the City. The City Commission has already approved accepting the \$150,000 although the Ed Rachal Foundation has not agreed to the agreement sent by the City as they are requesting additional information. Capell stated several proposed sites to place this house have been proposed to the Commission. Capell stated that he is asking for Commission approval to place this house somewhere on the property of the new proposed City Hall. He further stated that he is asking for direction from the Commission as to what they would like to see done with this house.

Commissioner Pecos stated that he would like to see this house placed at the downtown park. He further stated that he would like to keep this house near the railroad, museum and near the downtown park. He further stated that he would like to see this house placed near the closing of Richard Street. He asked Mrs. Alvarez if it would be a problem placing this house in this area. Mrs. Alvarez stated that she hasn't had the opportunity to look at the map to make a determination.

Mr. Trescott stated that the Ed Rachal Foundation recently bought the property where this house sits on and is planning on turning this property into a park and would like this house moved as soon as possible.

Mayor Pro-tem stated that his idea was to close down the street between the park and railroad tracks and enlarging the area where the house could be placed. He agrees in keeping within the area of the downtown park. He further stated that by taking a vote tonight, it would be a 2-2 split vote. Mayor Pro-tem Garcia stated that he would like to entertain a motion to table this item until the Mayor returns.

**Motion made by Commissioner Pecos to table this item until the 2<sup>nd</sup> Commission meeting in November, seconded by Mayor Pro-tem Garcia. The motion was voted on as follows: Pecos, Garcia voting "FOR". Leubert, Pena voting "AGAINST".**

**VII. Adjournment.**

There being no further business to come before the City Commission, the meeting was adjourned at 7:45 P.M.

\_\_\_\_\_  
Sam R. Fugate, Mayor

ATTEST:

\_\_\_\_\_  
Mary Valenzuela, City Secretary

# **CONSENT AGENDA**



# **AGENDA ITEM #1**

**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.

1.

**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. Department No. Name:	Account Name:	Account Number:	Budget Increase	Budget Decrease
<b>Fund 001</b>	<b>General Fund</b>			
<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	\$ 1,026	
			<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 : Hrlly RANGE : Pay	Base Salary	Cert. Amt.	Educa. Incen.	Longevity Pay	Clothing Allowance	Annual Salary	TMRS 11.19%	FICA 7.65%	HEALTH INS CODE	LIFE INS. rate*12*sal IDE	WRKS' COMP	UNEMPL. COMP	TOTAL
												0.00019 12	0.69 0.80	0.029	
<b>POLICE - 210</b>															
TOTAL POLICE DEPT	TOTAL CIVIL SERVICE -	48	\$1,930,240.00	\$32,544.46	\$18,600.66	\$23,604.00	\$10,801.44	\$2,015,790.56	\$225,566.96	\$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	\$ 1,989.44	\$ 1,346.40	\$ -	\$ -	\$ -	\$ -	\$ 20,916.84
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

	Civil S		\$1,947,840.00	\$32,544.46	\$18,600.66	\$23,604.00	\$10,801.44	\$2,033,980.66	\$227,536.40	\$155,554.37	\$410,589.19	\$4,450.56	\$45,955.19	\$ 12,528.00	\$2,890,004.27
<b>WARRANT ENFORCEMENT-180.4</b>															
	CIVIL SERVICE -	1	\$ 39,582.40	\$ 360.10	\$ -	\$ 480.00	\$ -	\$ 40,482.50	\$ 4,529.99	\$ 3,096.91	\$ 10,608.70	\$ 91.20	\$ 922.90	\$ 261.00	\$ 59,993.21
	NON-CIVIL SERVICE -	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 108.14
	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
	Civil S		\$ 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								\$ 5.00							
EMPLOYEE	CLASSIFICATION	# : STEP : Hrlly RANGE : Pay	Base Salary	Cert. Amt.	Educa. Incen.	Longevity Pay	Clothing Allowance	Annual Salary	TMRS 11.19%	FICA 7.65%	HEALTH INS CODE	LIFE INS. rate*12*sal IDE	WRKS' COMP	UNEMPL. COMP	TOTAL
												0.00019 12	0.69 0.80	0.029	
<b>POLICE - 210</b>															
TOTAL POLICE DEPT	TOTAL CIVIL SERVICE -	48	\$1,974,336.00	\$32,544.46	\$18,600.66	\$23,640.00	\$10,801.44	\$2,059,822.56	\$230,505.34	\$157,584.08	\$410,589.19	\$4,560.00	\$46,981.29	\$ 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	\$ 1,989.44	\$ 1,346.40	\$ -	\$ -	\$ -	\$ -	\$ 20,916.84
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	\$3,765,874.01
	Civil S		\$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	\$46,981.29	\$ 12,528.00	\$2,943,568.30
<b>WARRANT ENFORCEMENT-180.4</b>															
	CIVIL SERVICE -	1	\$ 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
	NON-CIVIL SERVICE -	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 108.14
	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
	Civil S		\$ 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	\$2,118,989.66	\$237,112.71	\$162,101.18	\$421,197.90	\$4,653.48	\$47,904.11	\$ 12,789.00	\$3,004,728.04
			2.26%					2.17%	2.17%	2.17%		2.46%	2.19%		1.85%
			\$ 44,969.60					\$ 45,005.60	\$ 5,036.14	\$ 3,442.94		\$ 111.72	\$ 1,026.02		\$ 54,822.42

# **REGULAR AGENDA**

## **AGENDA ITEM #2**

## **AGENDA ITEM #3**

Date: November 14, 2013

To: City Commission

From: Cynthia Martin, Downtown Manager

Via: Bob Trescott, Director, Tourism Department; Vince Capell, City Manager

Re: Second Annual Ranch Hand Festival

On November 22-24, 2013, the Community is hosting the Second Annual Ranch Hand Festival, a weekend of downtown activities designed to:

- Complement the 23<sup>rd</sup> Annual King Ranch – Ranch Hand Breakfast
- Combine several other formerly standalone events:
  - Art Walk
  - Car Show
  - All For One
  - And others
- Stretch that ½ day event into a full weekend of activities that might spur hotel occupancy as well as other economic activity
- Offer opportunities for local non-profits, vendors and performers
- Offer a quality event for local citizens

There are a number of issues to put before the City Commission:

1. The Art Walk for the past few years and last year's Ranch Hand Festival all had alcohol consumption, on City property, sponsored by non-profit organizations that obtained Texas ABC licenses and complied with the applicable State regulations. This year is no exception.

The Rotary Club is requesting permissions to once again have a Tequila Tasting on City property. KHDDA or one of its partner non-profits is also requesting City permission and applying for the TABC license for beer sales on City property. TML has assured us that these arrangements will be covered under the City's blanket policy.

These arrangements will be in compliance with TABC regulations and with common sense

We will be working with Risk Management and the Legal Department on developing rules and possible ordinance changes that may be needed as we begin using the Pavilion site as an events venue.

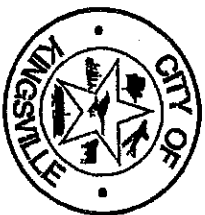
2. The City traditionally has offered in-kind services in exchange for sponsorship acknowledgement for large community events. These services come in the form of street closing, solid waste pickup, police and EMS support, marketing, and other services. The departments have been working together to reduce overtime costs for these services while still providing City support.

For the Ranch Hand Festival:

Public Works has estimated expenses of:	\$882
Police has estimated expenses of:	\$927
Waived permit fee	\$150



# **AGENDA ITEM #4**



## Purchasing/IT Department

361-595-8025

361-595-8035 Fax

DATE: November 14, 2013

TO: City Commission through City Manager

FROM: David Mason, Purchasing/IT Director

SUBJECT Police Department Fencing

### SUMMARY

This item will approve the purchase of goods and services from Texas Correctional Industries (TCI) for fencing at the City of Kingsville Law Enforcement Center.

### BACKGROUND

TCI provided a quote with two proposals for the ornamental style front fencing (one or two gate controllers) and one for chain link with slats for the rear. The attached quote is available for review.

### RECOMMENDATION

It is recommended that the second quote with two gate controllers for \$46,094.49 and the rear chain link with slats for \$26,403.53 be accepted and authorized by the Commission.

### LEGAL

Under Texas Government Code, Chapter 497, Subchapter A, Sections 497.023-497.029, specifically section 497.025, it states that if a political subdivision of the State of Texas desires to purchase goods from TCI, "*it may do so without complying with any other state law otherwise requiring the agency or political subdivision to request competitive bids for the article or product.*" Accordingly, this item is allowed by state statute.

### FINANCIAL IMPACT

This purchase will expend \$72,498.02 from Chapter 59 funds. Once the fencing is installed, a licensed and permitted electrician will be hired to wire the connections.

Approved

---

Vincent Capell, City Manager

**Texas Department of Criminal Justice (TDCJ) / Institutional Division (Texas Government Code, Chapter 497, Subchapter A, Section 497.023 – 497-029):**

Competitive bidding is not required for items purchased from TDCJ under the Prison Made Goods Acts, except for printing. Printing requires competitive bids regardless of the dollar amount. In order to use this procedure, the following steps are to be taken:

- A written quotation is obtained from TDCJ/Institutional Division (Texas Correctional Industries – TCI).
- If the quotation is within the agency's delegation limit (see Section 2.11 General Procedures), the agency issued a purchase order directly to TDCJ-Institutional Division. Printing is a commodity and not a delegated purchase order over \$25,000.00. Note the following on the purchasing documentation, **“the award was made under the Prison Made Goods Act and is noncompetitive.”** Code as a document type 9 when a warrant must be issued or Interagency Transaction Voucher (ITV) to electronically transfer payment.
- If the quotation is beyond the agency's delegation, an open market requisition is sent to CPA with the quotation attached. Note the following on the requisition: **“Please award to TDCJ per attached quotation.”** The CPA will issue an order.

<http://www.window.state.tx.us/procurement/pub/manual>

QUOTE # 9465



## Texas Department of Criminal Justice

Brad Livingston  
Executive Director

November 12, 2013

Ricardo Torres  
City of Kingsville Police  
P O BOX 1455  
1700 East King Avenue  
Kingsville, Texas 78364

QUOTE #9465

Dear Chief Torres,

Texas Correctional Industries/Metal Division is pleased to furnish the quote below for the following items:

DESCRIPTION	TOTAL
Quote 1: Ornamental fencing - 6' tall fence, two (2) V-Track gates, one (1) 5' walk through gate, two (2) pipe guard posts for pedestal. One (1) gate controller, keypad, twenty (20) proximity cards and two (2) loops. TCI will not be responsible for disposal of discarded fence materials.	\$28,127.31 15,175.80
Installation	\$43,303.11
<b>TOTAL</b>	

DESCRIPTION	TOTAL
Quote 2: Ornamental fencing - 6' tall fence, two (2) V-Track gates, one (1) 5' walk through gate, two (2) pipe guard posts for pedestal. Two (2) gate controllers, keypads, twenty (20) proximity cards and safety loops inside and out both gates. TCI will not be responsible for disposal of discarded fence materials.	\$30,918.69 15,175.80
Installation	\$46,094.49
<b>TOTAL</b>	

See Page 2 for continuation

*Our mission is to provide public safety, promote positive change in offender behavior, reintegrate offenders into society, and assist victims of crime.*

Manufacturing & Logistics Division, Texas Correctional Industries  
P.O. Box 4013  
Huntsville, Texas 77342-4013  
www.tdcj.state.tx.us

DESCRIPTION	TOTAL
Quote 3: Chain link fencing - install approximately 77' of 6 foot high 9 Ga barbed/barbed chain link fence fabric with top rail, 6 Ga bottom tension wire and three (3) strands of 12 1/2 Ga barbed wire to enclose the impound area. Colored privacy slats to be installed on chain link (color to be determined). Gates - install two (2) each 6 foot high x 20 foot wide manual operation single cantilever gates with colored privacy slats. TCI will not be responsible for disposal of discarded fence materials.	\$19,360.53
Installation	7,043.00
<b>TOTAL</b>	<b>\$26,403.53</b>

Order to be complete 90-120 days after receipt of purchase order. All Utility lines (Private and Public) must be marked before any installation can begin.

Due to the volatility of the steel market, price will be subject to change 30 days from the date of this quote. If this meets with your approval, send your purchase order to:

Industry Metal Products Division  
Post Office Box 4013  
Huntsville, Texas 77342-4013  
ATTN: Mrs. Jeannette Alford  
OR: Fax to (936) 437-8423

Please be sure to include your Bill To destination and Ship To destination on your purchase order.

If I can be of any further assistance, please let me know.

Sincerely,

*Jeannette Alford*

Jeannette Alford  
Division Manager

JA/jm

cc: D Boyd  
R Minton  
File

Attachments: Print, Warranty/Insurance Information, Prison Made Goods Act, Texas One Call Information

*Our mission is to provide public safety, promote positive change in offender behavior, reintegrate offenders into society, and assist victims of crime.*

Manufacturing & Logistics Division, Texas Correctional Industries  
P.O. Box 4013  
Huntsville, Texas 77342-4013  
www.tdcj.state.tx.us

**TEXAS DEPARTMENT OF CRIMINAL JUSTICE  
TEXAS CORRECTIONAL INDUSTRIES**

**METAL DIVISION**  
P O BOX 4013 HUNTSVILLE, TEXAS 77342-4013  
936-437-8654 1-800-833-4302 936-437-8679 FAX

---

November 12, 2013

QUOTE #9465

Dear Customer:

Thank you for contacting Texas Correctional Industries.

Please be advised of the following information regarding items manufactured and/or installed by Texas Department of Criminal Justice, Texas Correctional Industries on the preceding quote.

As an agency of the State of Texas, Texas Correctional Industries is exempt from providing Performance and Payment Bonds and Evidence of Insurance.

TCI offers a standard manufacturing warranty to cover manufacturing defects on all our products.

Should you have any questions about the information listed above, please call:

Mrs. Jeannette Alford  
Division Manager – Metal Division  
903-928-3112 Fax: 903-928-2647

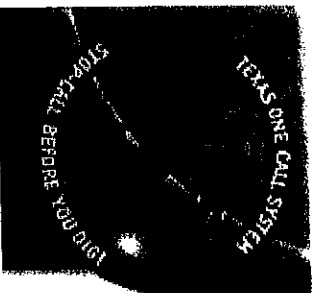
Thank you,

Metal Division Customer Service

# What You Need To Know Before Calling

Texas One Call System

1-800-245-4545



1. Caller's Name.
2. Telephone Number.
3. Fax Number.
4. Are You a Contractor, Utility Member, Homeowner or Other?
5. Business Mailing Address.
6. Work Date and Time.

\* Answers to questions 7 through 13 should be as detailed as possible. This information is used to determine which members will be notified for your work site.

7. County and Town/Community Work Is Being Done In.
8. In or Out of the Town Corporate Limits.
9. Worksite Address.
10. Nearest Intersection or Cross Street/Road.
11. Longitude and Latitude.

12 & 13. Length, Direction and Depth of Excavation.  
Direction is given in main compass points (e.g. North, East, Southwest, etc.) from the beginning of the work site. This applies to excavations of length more so than single site excavations.

Depth of excavation helps our members to determine if they may have to provide more than just marking their lines (e.g. determine depth of the lines, have locator on site, etc.)

14. Is Work Site Marked with White?
15. Will There Be Blasting?
16. Type of Work.
17. Is Work In Street, Sidewalk, Private Property or Other.
18. Who Is Work Being Done For?
19. Contact Name and Phone Number.
20. Alternate Contact.
21. Remarks.  
The caller may wish to give additional information (e.g. driving instructions, land marks, meeting requests, etc.) pertaining to the locate request. Detailed information of exact excavation site is particularly helpful.

Reminders : Any underground facility owners who are not members of Texas One Call, TESS or Lonestar notification centers in the State of Texas, must be contacted directly by the originator of the location request.

## Member List

The following is an alphabetical listing of the members list of Texas One Call System plus the sustaining members list

A-C

Abovenet Communications, Inc.  
AEP Communications  
Aethon, LLP  
Air Products, Inc.  
Alan Richey  
Americo Energy Resources  
Americo Gas Pipeline  
Amoco Pipeline  
Anderson Oil  
Antero Resources  
Aquila Water Supply  
Aransas Natural Gas  
AROC, INC.  
Azteca Milling, L.P.  
Balcones Starr Pipeline  
BASA RESOURCES, INC.  
BASF Pipeline  
Bass Production  
Big Bend Telephone Co.  
Bledsoe Petro Corp  
BP  
BP America Production  
Brazos Pipeline  
Brazos Telephone Cooperative  
BridgeLine Gas Distribution  
Buford Communications  
Burlington Resources, Inc  
C W Resources  
Cabot Oil & Gas  
Calpine Texas Pipeline  
Campeon Gas Corporaation  
Caprock Telephone Co-Op  
Caskids Operating  
Cedar Pipeline  
Central Crude  
Central Texas Telephone Co-op  
Central Texas Water Supply Corp.  
Century Resources, Inc.  
Century Tel  
Chadco Gas  
Chalk Hill SUD  
Channel Industries Gas  
Charter Communications  
CHEVRON TEXACO  
CIMAREX ENERGY  
City Net  
City of Livingston

A-C Continued

City of Benavides  
City of Big Lake  
City of Bryan Electrical Production  
City of Buda  
City of Chester  
City of Chireno  
City of Corpus Christi  
City of Cut and Shoot  
City of Easton Gas  
City of Eldorado  
City of Electra  
City of Fort Stockton  
City of Gonzales  
City of Hemphill  
City of Huntsville  
City of Iraan  
City of Lockhart  
City of Lytle  
City of McLean  
City of New Summerfield  
City of Port Aransas  
City of Rankin  
City of Reklaw  
City of Robstown Utility Services  
City of Sabinal  
City of Seguin  
City of Seymour  
City of Shallowater  
City of Spur  
City of Toyah  
City of Winona  
City of Woodville  
CLECO Energy  
CMA Communications  
COBRA OIL & GAS CORPORATION  
COG Operating LLC  
Cogent Communications  
Cokinos Gas  
Coleman County Telephone  
Colorado Valley Telephone  
Conoco Pipeline  
Conoco, Inc.  
Conoco/Phillips Pipeline  
Copano Energy Field Services  
Corlena Oil  
County Line Water Supply

D-F

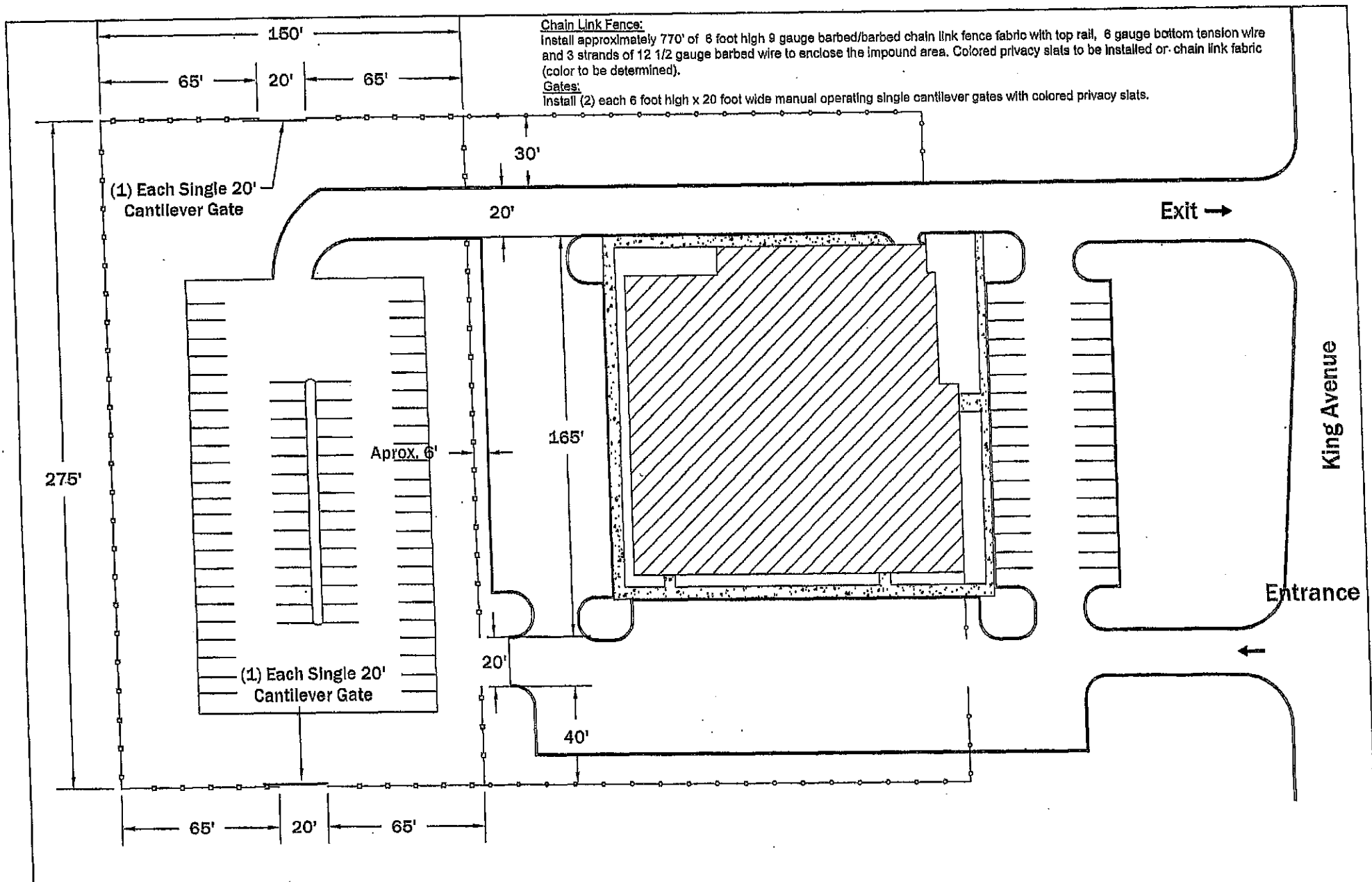
Dal-Mar Energy  
Dal-Tile  
Dallas Production  
Davis Petroleum  
Delek Pipelien Co  
Denton Independent School District  
Desoto Pipeline  
Duke Energy  
Eagle Broadband  
El Paso Field Services  
Electra Telephone Co.  
Embassy Pipeline Co  
Enbridge Pipelines  
Endeavor Pipeline  
Enerfin Resources Co  
Enervest Operating  
Engineered Pipeline Systems  
Enterprise Products Co.  
Expro Engineering  
EXXON Mobil  
EXXON Mobil Pipeline  
FairPlay Gas Co  
Falcon Production  
Fidelity Exploration & Production  
Force Energy  
Forest Oil Corporation  
G-1  
G & W Water  
Galloway Energy  
Ganado Telephone Co.  
Gasfar Exploration  
Gaylyn Energy  
George R. Brown Partnership  
Georgetown Gas Pipeline  
Gladewater Gathering  
Goldston Oil  
GRUY Petroleum Management Co.  
Gulf Coast Energy  
Harris County MUD 5  
Harris County MUD 182  
Harris County MUD 202  
Harris County WCID 70  
Highlands Pipeline  
Hoe Water Supply  
Hoechst Celanese Chem. Pampa  
Holmes Exploration  
Humble Gas Pipeline



G-I Continued  
 Hunter Gas Gathering  
 Huntsman Corp  
 Hyperion Energy  
 Inter Gulf Corp  
  
 Interstate Fibernet ITC - Deltacom  
 IWL Communications  
J-L  
 Jetta Operating  
 JIL Oil Corp  
 Kaiser Francis Oil Co.  
 Kaneka, Texas  
 Karbuhn Oil Co  
 Katy Storage & Transportation L.P.  
 Kerr-McGee  
 Kilgore Cable  
 Kinder Morgan Energy Partners  
 Laser Gathering  
 Latigo Petroleum  
 Lavaca Pipeline  
 LDC, Inc  
 Level 3 Communications  
 Liberty Gathering  
 Lightcore  
 Lindsey Communications  
 Livingston Telephone Co.  
 Longhorn Partners Pipeline  
 Longview Cable TV  
M-O  
 Madison Pipeline  
 Magellan / Longhorn Pipeline Co  
  
 Magellan / Williams Pipeline Holdings  
 Magellan Terminals  
 Magic Valley Electric CO-OP  
 Mannatech  
 Map Production Co  
 Maralo, LLC  
  
 Marathon Oil  
 Markwest Pinnacle LP  
 MCI  
 Mcl eod USA  
 McMurrey Pipeline Co.  
 MEG Texas Gas Services, LP  
 Memorial Hills Utility District  
 Metromedia Fiber Network  
 Metropolitan Propane & Gas  
 Mid American Pipeline-Enterprise Products  
 Mid Coast Cablevision  
 Mid South Synergy  
 Millenium Mid Stream Energy LLC  
 Millersville-Doole Water Supply Co  
 Montgomery Gas Transmission  
 Mustang Pipeline  
 Nadel & Gussman

M-O Continued  
 NATGAS  
 Network USA  
 Neumin Production Co  
 Newfield Exploration  
  
 Newport MUD  
 NGPL - Kinder Morgan  
 Noble Energy  
 North Texas Gas  
 Northwest Harris County MUD 6  
 Oiltanking - Texas City  
 Old River Gas Pipeline  
 Orlimex Petroleum  
 ONYX Pipeline  
 OPEX Energy  
 Orangefield Water Supply  
 OSLO Gas  
P-I  
 Pasadena Refining Systems, Inc.  
 PB Energy Storage Services  
 Penn Octane  
 PetroCorp  
 Petrohawk Operating  
 Petrosource Production Co.  
 PGPL  
 Phoenix Gas Pipeline  
 Phoenix Hydrocarbons  
 Pine Cove, Inc.  
 Pinnacle Gas Treating, Inc.  
 Pinnacle Natural Gas  
 Plains All American Pipeline  
  
 Poka Lambro Telephone  
 Port of Corpus Christi  
 Post Wind LP  
 Praxair  
 Prestonwood Forest U.D.  
 Prime Operating  
  
 Princess Three Corp.  
 Professional Utility Services  
 Pure Resources, L.P.  
 PXP Gulf Coast  
 Rainbow Pipeline  
 Regency Gas  
 Rincon Water Supply  
 Rio Grande Pipeline - Magellan  
 Riviera Telephone Co.  
  
 Robstown Utility Systems  
 Rosetta Resources  
 Russell Bros Oil and Gas  
 S T Services  
 Sabco Operating  
 Sabine Gas Transmission Co.  
 Sabine Pipeline LLC  
 Samedan Oil Corp

P-T Continued  
 San Patricio Municipal Water  
 Seacrest Company  
 Semcrude, L.P.  
 Seminole Creek Pipeline  
  
 Seminole Pipeline -Enterprise Products  
 Seminole Transportation & Gathering  
 Sempipe, L.P.  
 Shayland Utilities  
 Smith Production  
 Solitia, Inc.  
 south Cleveland Water Supply Co  
 South Plains Telephone Co-Op  
 Southern Star Central Gas Pipeline  
 Springs Hill Water  
 Sprint (Long Distance)  
 Sprint Nexcom  
 Sprint Nexcom  
 Sprint Nextel  
 ST Mary Land & Exploration  
 Starr County Gas  
 Sterling Chemical Co.  
 Sulphur River Gathering  
 Tarkington Special Utility Dist  
 Tatum Telephone Co.  
 TCI Cable of Corpus Christi  
 TCI Cable of South Texas  
 Tel West Network Services Co  
 TEMA Oil & Gas  
 Tennessee Gas Pipeline  
 TEPPCO  
  
 Texaco E&P  
 Texaco Petrochemical Pipeline  
 Texana Pipeline  
 Texas American Resources  
 Texas Eastern Products Pipeline  
 Texas Eastman Co.  
 The University of Texas Health Sciences  
 Thorp Petroleum Corp  
 Ticona  
 Time Warner Cable  
 Time Warner Cable of Waco  
 Titan Pipeline  
 Touch America  
 Triangle Pipeline  
 Trinity River Pipeline



TEXAS CORRECTIONAL INDUSTRIES  
METAL DIVISION

CATALOG NUMBER:

*Chain Link Fencing*

PROJECT TITLE:

**City Of Kingsville Police Department**

DWG. NUMBER:  
B2-9465

DRAFTER:  
Jones

APPROVED BY:  
Minton

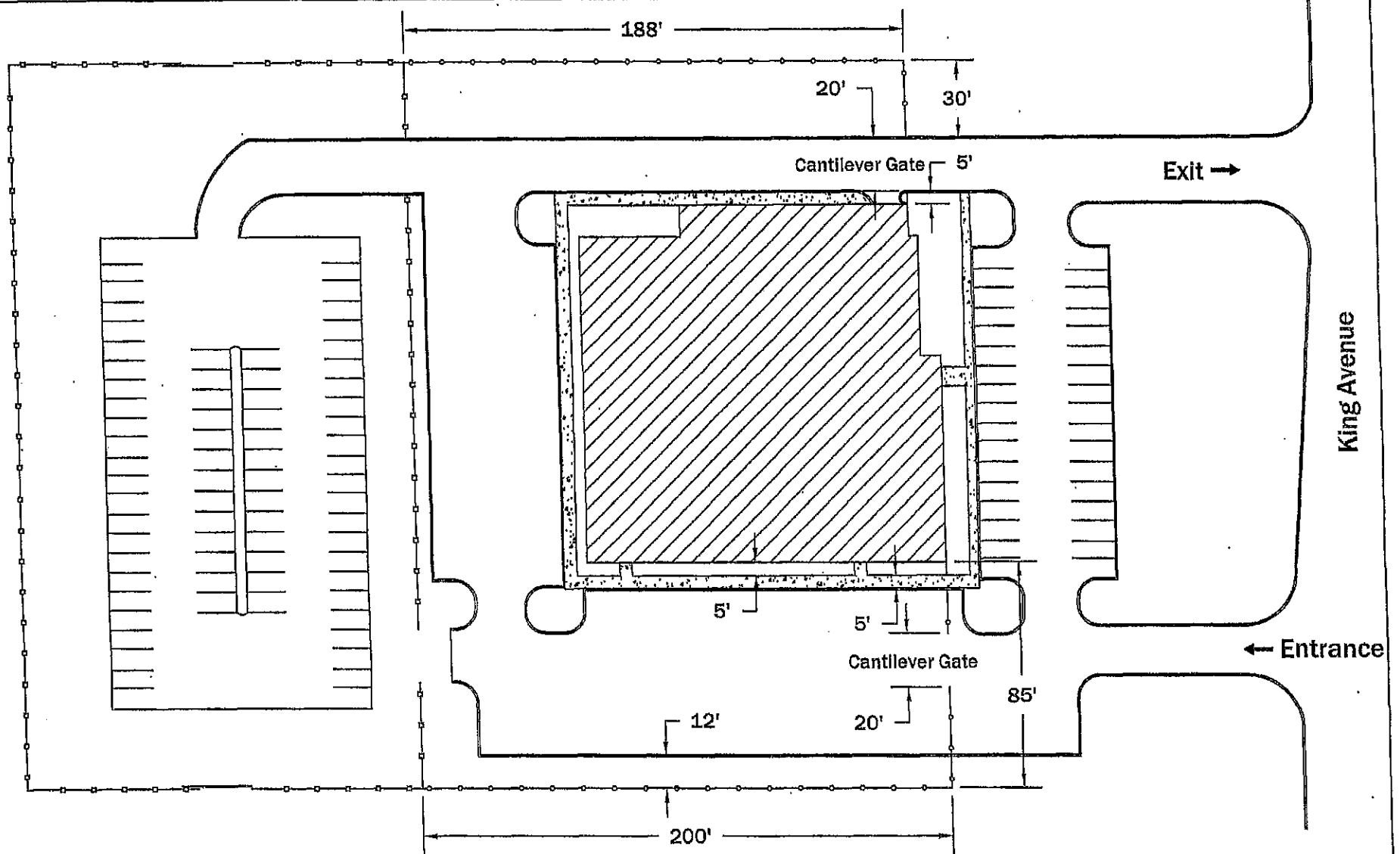
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DATE: \_\_\_\_\_



TEXAS CORRECTIONAL INDUSTRIES  
METAL DIVISION

CATALOG NUMBER:

*Ornamental Fencing*

PROJECT TITLE:

City Of Kingsville Police Department

DWG. NUMBER:  
B2-9465

DRAFTER:  
Jones

APPROVED BY:  
Minton

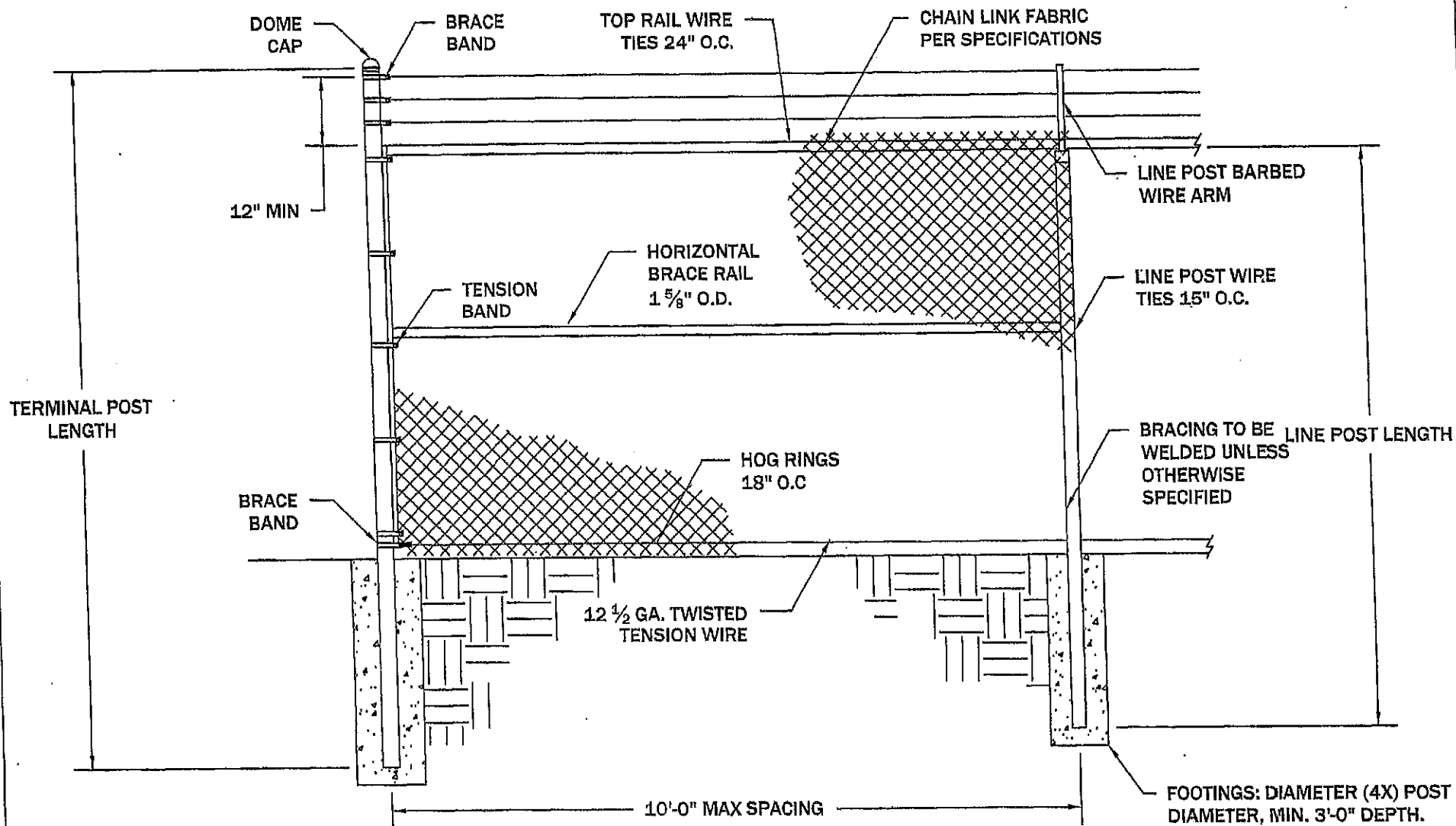
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9/21/13

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Page 2

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NTS

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



APPROVED AS SUBMITTED ☐ REVISE AND RESUBMIT ☐ APPROVED AS CORRECTED ☐ NOT APPROVED ☐  
 CHECKING IS FOR CONFORMANCE WITH THE DESIGN CONCEPT AND COMPLIANCE WITH THE INFORMATION PROVIDED BY THE CUSTOMER. WE CANNOT  
 PROCEED WITH THE QUOTE PROCESS WITHOUT CUSTOMER APPROVED DESIGN. PLEASE SIGN AND RETURN THIS DRAWING TO US.



TEXAS CORRECTIONAL INDUSTRIES

METAL DIVISION

CATALOG NUMBER:

PROJECT TITLE:

**Fencing Standard Construction**

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

DWG. NUMBER:  
FLTBW

DRAFTER:  
Jones

APPROVED BY:  
Minton

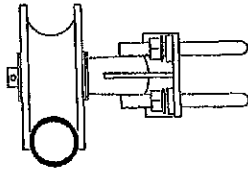
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9/21/13

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Page 3

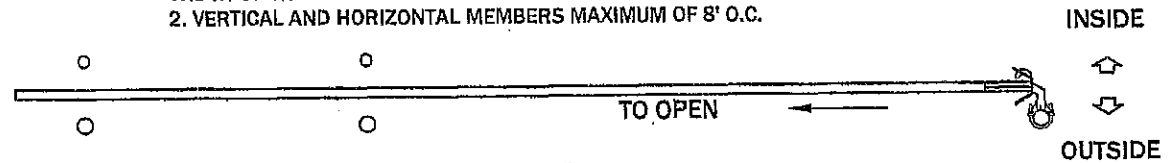
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NTS

**NOTE:**

1. THE GATE FRAME WIDTH SHALL BE THE WIDTH OF THE OPENING PLUS THE DIAMETER OF ONE GATE POST, PLUS AN OVERHANG OR COUNTERBALANCE PANEL OF AT LEAST 40 % OF THE WIDTH OF THE OPENING.
2. VERTICAL AND HORIZONTAL MEMBERS MAXIMUM OF 8' O.C.



**04 ROLLER ASSEMBLY**  
Scale: NTS



**02 TOP VIEW**  
Scale: 1/4" = 1' 0"

BARBED WIRE (OPTIONAL)

LATCH POST

OPENING

CANTILEVER  
ROLLER 4X

TAIL SECTION INNER  
FRAME 1 5/8" O.D.

1 5/8" O.D.  
INNER BRACE

1 7/8" O.D.  
INNER FRAME

LATCH

2 3/8" O.D.  
OUTER FRAME

2 7/8" O.D.  
SAFETY  
POSTS IN  
LINE WITH  
GATE POSTS

4" O.D.  
GATE POSTS

1 5/8" TAIL FRAME  
MEMBERS

10' O.C. MAX

H

FOOTINGS: DIAMETER (4X) POST  
DIAMETER, 3'0" MIN.

**03 SECTION @ GATE POSTS**  
Scale: 1/4" = 1' 0"

**01 FRONT VIEW**  
Scale: 1/4" = 1' 0"

APPROVED AS SUBMITTED ☐ REVISE AND RESUBMIT ☐ APPROVED AS CORRECTED ☐ NOT APPROVED ☐  
CHECKING IS FOR CONFORMANCE WITH THE DESIGN CONCEPT AND COMPLIANCE WITH THE INFORMATION PROVIDED BY THE CUSTOMER. WE CANNOT PROCEED WITH THE QUOTE PROCESS WITHOUT CUSTOMER APPROVED DESIGN. PLEASE SIGN AND RETURN THIS DRAWING TO US.



**TEXAS CORRECTIONAL INDUSTRIES**

**METAL DIVISION**

CATALOG NUMBER:  
ROUND POSTS (6' THRU 30' OPENINGS)

PROJECT TITLE:

**SINGLE CANTILEVERED SLIDING GATE**

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

DWG. NUMBER:  
CLBW

DRAFTER:  
Jones

APPROVED BY:  
Minton

DATE:  
9/21/13

PAGE:  
Page 4

SCALE:  
NTS

TX Gov't Code

Sec. 497.025. PURCHASING PROCEDURE. (a) An agency of the state that purchases articles and products under this subchapter must requisition the purchase through the comptroller except for purchases of articles or products not included in an established contract. The purchase of articles or products not included in an established contract and that do not exceed the dollar limits established under Section 2155.132 may be acquired directly from the office on the agency's obtaining an informal or a formal quotation for the item and issuing a proper purchase order to the office. The comptroller and the department shall enter into an agreement to expedite the process by which agencies are required to requisition purchases of articles or products through the comptroller.

(b) A political subdivision may purchase articles and products under this subchapter directly from the office.

(c) If an agency or political subdivision purchasing goods under this subchapter desires to purchase goods or articles from the office, *it may do so without complying with any other state law otherwise requiring the agency or political subdivision to request competitive bids for the article or product.* Nothing herein shall be interpreted to require a political subdivision to purchase goods or articles from the office if the political subdivision determines that the goods or articles can be purchased elsewhere at a lower price. An agency may decline to purchase goods or articles from the office if the agency determines, after giving the office a final opportunity to negotiate on price, and the comptroller certifies, that the goods or articles can be purchased elsewhere at a lower price.

# **AGENDA ITEM #5**



# Planning Department

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**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.

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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:

1.

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 [REDACTED] 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 [REDACTED] 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 28<sup>th</sup> day of October, 2013.

**PASSED AND APPROVED** on this the 12<sup>th</sup> day of November, 2013.

Sam R. Fugate, Mayor

**ATTEST:**

Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

Courtney Alvarez, City Attorney

# **AGENDA ITEM #6**



**MEMORANDUM**  
From  
The Human Resources Department

Date: November 14, 2013

To: Vincent Capell  
City Manager

From: Diana Gonzales, SPHR *DGonzales*  
Human Resources Director

Subject: Proposed City of Kingsville and Kingsville Professional Firefighter's Association, IAFF Local # 2390  
Collective Bargaining Agreement for October 1, 2013 to September 30, 2016

**SUMMARY**

The collective bargaining agreement between the City of Kingsville and the Kingsville Professional Firefighter's Association, IAFF Local # 2390 is presented for consideration.

The City of Kingsville and association members commenced collective bargaining on May 22, 2013. Several meetings were held to discuss the current agreement and proposed changes. On November 13, 2013, the City of Kingsville received notification indicating the Kingsville Professional Firefighter's Association met and held a vote to ratify the proposed agreement.

During the negotiation meetings the existing agreement was revised for substantive changes and to be more user-friendly. Most articles received some revision or were rewritten. The proposed document has thirty-eight (38) articles which more accurately reflect the information contained within each of the articles.

The following articles were re-written, have additional wording included, and/or are new articles. The article numbers in this draft do not coincide with the October 2010 – September 2013 contract due to the complete redrafting of the document. Articles not included in this summary had language updated and/or had no substantive change to the existing contract.

**ARTICLE 1 INTENT AND PURPOSE**

Additional wording added for clarification of primary purpose of agreement and items subject to collective bargaining

**ARTICLE 2 DEFINITIONS**

Wording for clarification and revised definition of "regular hours" (Definition establishes which hours shall be counted in the calculation of overtime.)

**ARTICLE 5 RECOGNITION**

Expansion of the existing Article 6 Section 1 Recognition recognizing the Kingsville Professional Fire Fighters Association, IAFF Local # 2390 as the sole and exclusive bargaining unit and reiterating the Fire Department is the primary provider of fire, rescue and EMS services within the City limits.

**ARTICLE 6 NON DISCRIMINATION**

Revising the current Non-Discrimination section as well as condensing wording.

**ARTICLE 7            CIVIL SERVICE RULES**

Clarifying the agreement takes precedence over City of Kingsville rules, civil service rules and applicable chapters of Texas Local Government Code 142 and 173 to the extent of inconsistency.

**ARTICLE 10        ASSOCIATION RIGHTS & ACTIVITIES**

Minor changes for clarification as well as removal of items which are already addressed by state law and do not require restating in agreement.

**ARTICLE 12        DUTIES**

More concise wording to indicate duties of firefighters.

**ARTICLE 13        WORKING CONDITIONS**

Rewording of article and clarification of two work schedules within department (24 hr shift & 40 hr week schedules)

**ARTICLE 14        UNIFORMS**

Designates type and number of uniform pieces per employee as well as reiterating cleaning of uniforms by City.

**ARTICLE 16        OVERTIME AND CALLBACK**

New article incorporating part of existing overtime and expanding to include the new definition of hours able to be used in the calculation of overtime.

Removal of exclusion of sleep time from overtime calculation. Fire personnel shall receive overtime for hours worked in excess of 106 hours in a 14 day work cycle. Sick leave hours shall be ineligible hours for overtime calculation.

**ARTICLE 17        COMPENSATORY TIME**

Expanded comp. time from existing agreement to include election, recording and use of comp. time.

**ARTICLE 18        ALTERNATE HIRE PROCESS**

New article creating an alternate hire process – indicated below:

**SECTION 1            ELIGIBILITY**

The Alternate Hiring Process shall be utilized when there are not two (2) or more candidates eligible to take an entry-level exam within the advertised testing period as required under Texas Local Government Code Chapter 143.024. Applicants must have all of the following to be eligible under this process:

- A. Basic Structural Firefighter certification through Texas Commission of Fire Protection (TCFP).
- B. Emergency Medical Technician Paramedic certification through TX Dept of State Health Services (TDSHS).
- C. Applicant must be between the ages of 19 and 45 years of age.
- D. Valid Texas Department of Public Safety Driver's License

**ARTICLE 19        PROMOTIONS**

Creating a percentage weight for the written exam (70%) and the skills assessment (30%).

**ARTICLE 21        LABOR MANAGEMENT COMMITTEE**

Updated to reflect the authority of the Labor Management Committee

**ARTICLE 22        GRIEVANCE PROCEDURE**

Streamline the process and remove the Labor Management Committee from the process of addressing disciplinary issues. Disciplinary is not a function of the Labor Management Committee.

**ARTICLE 25        HOLIDAYS**

Increasing the number of holidays to 8  
Moving the holiday previously ineligible for sellback to regular holiday category (MLK Day)  
Replacing Labor Day with Veteran's Day as the official holiday  
Deleting 24 Hours of Paid Time Off (PTO)  
Calculation of time worked on a holiday shall be at regular rate with eligibility to take a day off later.  
Holidays not eligible for sell back.

**ARTICLE 29        MISCELLANEOUS PROVISIONS – SEVERAL ARTICLES MOVED TO THIS SECTION**

Change to residency which requires residency to be within a 45 mile radius of the City of Kingsville.

Certification maintenance – Paramedics must maintain their certification while in the position of firefighter and have option to reduce their certification if and when attain a ranking position. Non paramedic firefighters must maintain their EMT certification during employment.

**ARTICLE 32        WAGES – SEE APPENDIX A AND FINANCIAL IMPACT SECTION BELOW**

**ARTICLE 33        EDUCATION AND CERTIFICATION PAY – SEE APPENDIX B AND FINANCIAL IMPACT SECTION BELOW**

**ARTICLE 34        LONGEVITY**

Change in Year 2 from \$ 4.00 to \$4.25 per year of service per month  
Change in Year 3 from \$4.25 to \$ 4.50 per year of service per month

**FINANCIAL IMPACT**

The changes to compensation are reflected in the exhibit below. A majority of the increases are offset by monies allocated to the existing Holiday Buy-Back provision which was discontinued to utilize and redistribute funds to base wages and certification pay. These offsets are identified and included in the related budget amendment ordinance. The proposed agreement is projected to increase the Fire Department's overall budget for Fiscal Year 2013-2014 by an additional \$ 11,711.

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

	BASE BUDGETED WAGES	CERTIFICATION	LONGEVITY
Proposed Year 1			
FY 2013-2014	6.11%	Increase to Paramedic Increase to Intermediate EMT	No Change: \$4 per year of service

Additional Budget Increase \$77,572\*\*\*        \$22,500        \$0

\*\*\* Note: Majority of increase is OFFSET by redistribution of existing budgeted monies resulting in overall department increase of \$11,711

Proposed Year 2 – Minimum Proposed			
FY 2014-2015	1.00%	No Change	Change: \$4.25 per year of service
Additional Budget Increase	\$13,476	\$0	\$1,212

Proposed Year 3 – Minimum Proposed			
FY 2015-2016	1.00%	No Change	Change: \$4.50 per year of service
Additional Budget Increase	\$13,611	\$0	\$ 2,574



Year 1 percentage increases are offset by readjustment and redistribution of monies allocated for Holiday Buy-Back under the existing agreement. In Year 1, without reflecting offsets, the 6.11% increase is an overall increase to budgeted dollars for civil service personnel base wages over amount budgeted as of October 1, 2013. Year 2 and Year 3 of the agreement propose a minimum of a 1% across the board increase for positions of Firefighter, Engineer, Lieutenant and Captain.

In addition, the Fire contract continues to include a clause in which the fire department shall receive the greater of the stipulated contract increases or the across the board percentage increases given to city employees or the police department. Due to this existing clause, the exhibit above indicates the minimum proposed wage increases for Years 2 and 3 of the agreement.

Individual classifications of Firefighter, Engineer, Lieutenant, Captain and Fire Marshal receive different percentage wage increases as indicated below:

Year 1    Increases range from 1.0% to 9.2%  
Year 2    Increases range from 0.0% to 1.0%  
Year 3    Increases range from 0.0% to 1.0%

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%
FY 2011-2012 (Year 2)	1.00% with additional increases to Certifications
FY 2012-2013 (Year 3)	1.50% with additional increases to Certifications

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### RECOMMENDATION

The City of Kingsville negotiating team and the Kingsville Professional Firefighter's Association, IAFF Local #2390 negotiating team discussed and reviewed the document presented and tentatively agreed to all changes now being 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 PROFESSIONAL FIREFIGHTER'S ASSOCIATION, IAFF LOCAL #2390 FOR FISCAL YEARS 2013-2016; 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 on behalf of the City of Kingsville, Texas to enter into an amendment to the 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  
18th day of November, 2013.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS FORM:

Courtney Alvarez, City Attorney

# COLLECTIVE BARGAINING AGREEMENT

BETWEEN

KINGSVILLE PROFESSIONAL FIREFIGHTER'S  
ASSOCIATION, IAFF LOCAL #2390

AND

CITY OF KINGSVILLE, TEXAS

~~October 1, 2010 – September 30, 2013~~  
October 1, 2013 – September 30, 2016

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## ARTICLE 1 INTENT AND PURPOSE

The following Agreement by and between the City of Kingsville, Texas, hereinafter referred to as "the City" and the Kingsville Professional Fire Fighters Association ~~International Association of Firefighters, Local Association No. IAFF Local # 2390~~, hereinafter referred to as "the Association" is recorded in accordance with the Fire and Police Employee Relations Act of the State of Texas. The City and the Association agree that the primary purposes of this Agreement are the provision of efficient and uninterrupted performance of the municipal firefighting and emergency medical services and to adjust the rates of pay, hours of work, the terms and conditions of employment for those employees and provide for the equitable and orderly adjustment of grievances which may arise during the term of this Agreement. ~~the establishment of fair and reasonable compensation for firefighters of the City~~. The Agreement has been reached through the process of collective bargaining with the objective of fostering effective and harmonious cooperation between the City and its Firefighters. Therefore, this Agreement is intended in all respects to be in the public interest.

## ARTICLE 2 DEFINITIONS

1. "City" means the City of Kingsville.
2. "Association" means the Kingsville Professional Fire Fighters Association, IAFF Local # 2390 ~~International Association of Firefighters, Local Association No. 2390.~~
3. "Member or Members of the Bargaining Unit" means all members of the fire department excluding Fire Chief, Volunteer firefighters and non-classified employees. ~~"Firefighter" means any non-probationary, full-time paid employee who regularly serves in a professional firefighting/EMS capacity or a professional Fire Marshal. The Fire Chief, volunteer firefighters, and all non-classified employees are excluded from receiving wages and benefits as provided under this Agreement, and therefore are not included within the definition of firefighter.~~
4. ~~"Member" means any firefighter who is on the membership list of and pays dues to the Association.~~
5. "Supervisor" means any officer with the rank of Lieutenant or above.
6. "Civil Service Commission" means the Fire and Police Civil Service Commission of the City of Kingsville.
7. "Chief" means the Fire Chief of the City of Kingsville.
8. "Regular hours" means actual hours worked including holiday hours and vacation hours, ~~sick leave hours, and workmen's compensation hours.~~

## ARTICLE 3 DURATION OF THE AGREEMENT

SECTION 1            EFFECTIVE DATES

This Agreement shall be effective as of the first (1<sup>st</sup>) day of October, ~~2010~~ 2013 and shall remain in full force and effect until the thirtieth (30<sup>th</sup>) day of September, ~~2013~~ 2016.

SECTION 2      CONTINUATION OF AGREEMENT

Should an impasse be reached during negotiations between the City and the Association regarding changes or additional provisions for a successor Agreement, the City agrees that all terms of this Agreement, ~~except~~ including wages which shall remain at the September 30<sup>th</sup>, 2016 rates, shall remain in full force and effect for a period of one (1) year.

**ARTICLE 4    AUTHORITY AND NEGOTIATIONS**

SECTION 1      NOTIFICATION BY ASSOCIATION

Whenever wages, rates of pay, or any other matters requiring appropriation of monies by the City are included as a matter of collective bargaining, it shall be the obligation of the Association to serve written notice of the request for collective bargaining on the city at least one hundred twenty (120) days prior to the conclusion of the fiscal year.

SECTION 2      MEETING OBLIGATION

It shall be the obligation of the parties to meet at reasonable times and places and confer in good faith, for the purposes of collective bargaining. The initial meeting shall be for the purposes of setting dates and the procedures for negotiations, including ground rules and deadlines, and shall not be considered a bargaining session for the purposes of any applicable statutory dates or deadlines.

SECTION 3      NOTICES

During the sixty (60) day period or any extension, neither party will bargain or deal with persons not on the negotiation team, without the advance notification of the Chief Negotiator for the other team. All formal discussion of contract issues shall take place during posted negotiation session in accordance with Section 174.108 of the FPERA. This provision shall not prevent either team from obtaining factual information from appropriate sources.

SECTION 4      COMMUNICATION

During the sixty (60) day period or any extension, communications to the press or media, each party will make a written notification ~~reasonable efforts~~ to keep the other party informed of statements or releases.

**ARTICLE 5    RECOGNITION**

The City of Kingsville recognized the Kingsville Professional Fire Fighters Association, IAFF Local # 2390, as the sole and exclusive Bargaining Agent for all Fire Fighters as that term is defined in Section 174.003 of the Fire and Police Employees Relations Act, with the sole exception of the Fire Chief, by this term it is

intended to include all permanent paid employees of the Department who have been hired in substantial compliance with provisions of the Texas Local Government Code, Chapter 143 but does not include civilians or other employees. The parties agree that the Kingsville Fire Department is the sole primary provider of fire, rescue and EMS services within the corporate limits of the City of Kingsville, save and except for mutual aid status arrangements created by the City Commissioners under inter-local cooperation agreements with surrounding cities and volunteer fire departments and for the City of Kingsville Code of Ordinances Chapter XI, Article 2 Ambulance Service.

## ARTICLE 6 NON DISCRIMINATION

### SECTION 1 APPLICATION

The City and the Association agree that the provisions of this Agreement shall be applied to all employees within the Bargaining Unit without regard to affiliation or membership or non-membership in the Association.

### SECTION 2 ASSOCIATION MEMBERS

The City agrees not to discriminate against any member of the bargaining unit ~~employee~~ for ~~his/her~~ their lawful activity on a behalf of, or membership in, the Association. The Association and the City recognize that no employee is required to join the Association, but that each employee has the right to choose of ~~this/her~~ their own free will ~~as to~~ whether or not to ~~he/she will or will not~~ join the Association. Neither the City nor the Association shall exert any pressure for or against any ~~employee~~ member covered by this Agreement in regard to such matters.

## ARTICLE 7 CIVIL SERVICE RULES

By entering into this Agreement, the parties recognize and agree that the provisions of this collective bargaining agreement shall take precedence over civil service law provisions, including the applicable sections of Chapter 142 and 143 of the Texas Local Government Code, or the Local Civil Service Rules and regulations of the City of Kingsville to the extent of inconsistency, ~~wherever the provisions of the contract specifically so state.~~ All other statutory provisions and rules shall remain in full force in the same manner as on the date this agreement became effective.

## ARTICLE 8 NO STRIKE – NO LOCKOUT

The Association agrees that it shall not cause, counsel or permit its members to strike, slow down, disrupt, impede or otherwise impair the normal functions of the Fire Department. The City agrees that it will not authorize, ratify, encourage or otherwise support any lockout.



## ARTICLE 9 MANAGEMENT RIGHTS

### SECTION 1 MANAGEMENT RIGHTS

The Association recognizes that the City has statutory and Charter rights and obligations in all matters relating to municipal operations. The City and the chief shall retain all rights and authority, which by law they are entitled to. Except as specifically provided in this Agreement, the City retains the right to operate and manage its affairs in all respects. The rights of the City include but are not limited to:

- The right to establish the ranks and classifications of positions.
- The right to establish department rules of procedure.
- The right to discipline or discharge for cause, subject to State Civil Service Law.
- The right to determine work schedules and assignments.
- The right to establish methods and processes by which work is to be performed.
- The right to use Fire Department personnel in emergency situations to protect life and property.
- The right to use non-uniformed personnel in the Department to perform duties which do not require a certified firefighter including, but not limited to, communications, information systems, records, and clerical support and maintenance; non-uniform personnel performing such duties shall not be subject to the terms of this Agreement.

### SECTION 2 RULES AND REGULATIONS

The City recognizes the responsibility of management to reduce Standard Instruction, Rules and Regulations, and Standing Orders to writing and to maintain the same at each fire station in order to achieve a uniform interpretation and application of such directives and regulations within the contract years. The City may amend, repeal or supplement Standard Instruction, Rules and Regulations, and Standing Orders at any time. Any changes or additions to such Standard Instructions, Rules and Regulations, and Standing Orders will not be valid until posted at each Fire Station.

### SECTION 3 NON-INTERFERENCE IN PERSONAL LIVES

The City will not publish, make or enforce any regulations or directives, which will interfere with the personal lives of off-duty activities of firefighters, except to the extent that such regulations may be necessary to assure continued commitment to public safety and department operations. ~~the efficient conduct of the mission of the Fire Department.~~

This Section will not supersede the rules and regulations of the Civil Service Commission, and shall not be interpreted to apply to or negate any rules and regulations pertaining to residency.

## ARTICLE 10 ASSOCIATION RIGHTS & ACTIVITIES

### SECTION 1 NEGOTIATING TEAM

Two (2) members of the Association negotiating team shall be allowed time off with pay in order to attend negotiation meetings mutually set by the City and the Association when such meetings occur while negotiating team members are on duty. Time off shall be considered as fifteen minutes for transportation time to and from the meeting site and the actual time required for the meeting.

SECTION 2—Political Activity on Duty and on City Property:

~~No firefighter may engage in political activity while on duty or in uniform. Political activity includes campaigning for a political candidate or specific purpose, or distributing campaign literature.~~

SECTION 2.3—ASSOCIATION ACTIVITY

The Association may schedule small committee meetings pertinent to Association business on Fire Department property in so far as such meetings are not disruptive of the duties of the firefighters or the efficient operation of the Fire Department, provided however, that permission for such meetings shall be obtained in advance from the Fire Chief or the shift Captain in charge if the Fire Chief is not available.

SECTION 3.4—OTHER ASSOCIATION FUNCTIONS

A member of the Association shall be allowed three (3) shifts off using personal leave each year of the Agreement term, to attend the Association's State Convention and a like number of shifts off to attend the Association's International Convention.

Any member elected or appointed to a State or International Association office or position shall be allowed three (3) shifts off using personal leave to attend to business.

SECTION 4.5—ASSOCIATION PRESIDENT

The City agrees that when the President of the Association is on duty ~~he/she~~ they shall be given the latitude to deal with the duties of the presidency. This includes but is not limited to meetings with any firefighter, the Fire Chief, City Manager, City Attorney, Human Resources Director, Assistant City Manager, the City Commissioners, the Civil Service Commission, and any meetings established by this Agreement. This latitude shall not include leaving the City limits unless prior approval from the Fire Chief has been sought.

The Fire Chief reserves the right to revoke this special duty during emergencies or when the welfare of the citizens of Kingsville is placed in jeopardy. The Association President, as part of his duties, ~~reserves the right to negotiate grievances at all informal and formal levels in order to reduce the number of complaints and in all cases, reserves the right to speak, visit with the men and women who are members of the Association, as well as to tour existing Fire Department facilities and review existing equipment toward the goal of improving the quality of working conditions for the firefighters of the City of Kingsville whom he/she represents.~~ In addition, the President ~~will~~ may participate as the duly elected representative of members of the bargaining unit ~~men and women of the Association~~ in any discussion that may affect the working conditions ~~quality of work, life, health, and well being~~ of any Association member.

**SECTION 6 — Orientation:**

~~Neither the City nor the Association will attempt to use the Fire Department Academy training to solicit or discourage Association membership. During any portion of the Fire Department Academy training devoted to firefighter's rights and duties under this Agreement, a representative designated by the President of the Association shall assist the City's representative in explaining this Agreement.~~

**SECTION 5 Z — ACTION OUTSIDE THE CITY LIMITS**

It is understood and agreed that any member of the bargaining unit firefighter who is directed by their supervisor to perform duties outside the City limits will be considered to be within the course and scope of their his employment while performing such duties.

**SECTION 8 — Parties to Select their Own Representative:**

~~Both the City and the Association shall be entitled to select persons to represent them as members of a negotiating team and to represent them on grievance and arbitration matters and in other proceedings.~~

**ARTICLE 11 PAYROLL DEDUCTION OF DUES**

**SECTION 1 — PAYROLL DEDUCTION OF DUES**

The City agrees to deduct dues from the pay of ~~firefighters~~ Association members upon receipt from the Association of a "Dues Deduction Card" or similar form voluntarily and individually authorized, signed, and dated by each member of the Association. Such dues will be deducted in the amount specifically authorized by the individual and the Association. The deduction of dues will begin the first full pay period following receipt of the "Dues Deduction Card". The ~~firefighter's~~ member's authorization to deduct dues shall remain in full force and effect for the term of this Agreement or until terminated by the ~~firefighter~~ member.

At any time a member of the Association desires to withdraw dues deduction authorization, he/she may do so. Such action will be initiated through a "Termination of Dues Deduction Card" signed by the member of the Association. The City shall terminate deduction of such dues on the first full pay period following receipt of the "Termination of Dues Deduction Card".

The City will be obligated to remit to the Association only those sums deducted as dues and assessments from the Association member's pay check and will not be liable for damages to the Association, and individual ~~firefighter~~ member, or other group or person for failure to deduct any authorized sum for any reason. Deduction of Association dues shall be subordinate to all other deductions or liens legally placed upon the ~~firefighter's~~ member's pay. The Association shall supply the City with all necessary information for payroll deduction of dues. The City will be responsible for maintaining on file all forms necessary to administer this section. The City will inform the Association of any changes in dues

deductions, by submitting a copy of the firefighter's member's dues deduction form to the Secretary of the Association.

## ARTICLE 12 DUTIES

Members of the bargaining unit shall be assigned to perform duties within the Chief's discretion including, but not limited to, ~~which are related to~~ firefighting, fire prevention, fire dispatch, rescues, emergency medical service, public safety education, ~~hazmat, salvage, overhaul work,~~ training, care and maintenance of facilities, equipment and apparatus. ~~interior housekeeping, existing practices for exterior care of grounds (not to include facilities maintenance or remodeling tasks), daily servicing of onboard firefighting equipment, public service tasks and any related Fire Department administrative duties. The Labor/Management Committee shall be consulted regarding the assignment of duties not listed above by the Chief.~~

## ARTICLE 13 WORKING CONDITIONS

### SECTION 1 HOURS OF WORK

#### Section 1 24 Hour Shifts

Members of the bargaining unit assigned to work on twenty four (24) hour shift duty may be assigned to one (1) of three (3) rotating shift. Each shift begins at 8:00 a.m. ends at 8:00 a.m. the following day, and is followed by the two (2) other twenty-four (24) hour shifts.

#### Section 2 40 Hour Work Week

Members of the bargaining unit that are not assigned to work on a twenty-four (24) hour rotating shift, shall be assigned to a forty (40) hour work week in a seven (7) day period.

#### Section 1

~~Members of the bargaining unit classified to the Suppression Division shall work shifts of twenty-four (24) hours on duty, beginning at 8:00 a.m. and ending at 8:00 a.m. the following day followed by forty eight (48) hours off duty.~~

#### Section 2

~~Members of the bargaining unit not classified to suppression shall work a forty (40) hour workweek.~~

### SECTION 3 SCHEDULING

The Chief retains the right to make temporary assignments, details and other schedule revisions for operational purposes, provided that the regularly assigned scheduled shall be stated herein. The days and hours of work for forty (40) hour members of the bargaining unit shall be subject to determination by the Chief as long as said member is given a ~~five (5) working day~~ two (2) calendar days advance notice to such change in their working schedule. ~~if the five (5) working day advance notice is not giving then~~

~~the effected member may elect to flex their hours for the effected week, elect to bank compensatory time at the rate of one and one-half (1 1/2) times their hourly rate or elect to receive overtime at the rate of one and one-half (1 1/2) times their hourly rate.~~

#### ~~Section 4~~

~~The parties recognize and agree that the provisions of this Article take precedence over Civil Service Law provisions, including the applicable sections Chapter 142 (and including 142.0013 and 142.0015) and 143 of the Texas Local Government Code or the Local Civil Service Rules and Regulations of the city of Kingsville, to the extent of inconsistency.~~

#### ~~SECTION 1 — Work Shift, Work Period, and Pay Period:~~

~~The regular work shift for firefighters assigned to fire suppression or EMS duties shall be based upon a work shift of 24 hours and one minute with 47 hours and 59 minutes off between each shift. The shift hours shall be from 7:59 a.m. on the day to be worked until 8:00 a.m. the following day.  
The regular work shift for a firefighter classified as the Fire Marshal shall be based upon a 40 hours per week, Monday through Friday. The shift hours shall be from 8:00 a.m. until 12 noon, and 1:00 p.m. until 5:00 p.m.~~

~~The parties hereto acknowledge, however, that it is to their mutual benefit to provide and maintain training that the Texas Commission on Fire Protection and the Texas Department of Health requires. The parties likewise recognize that it is to their mutual benefit to maintain the required skills and certifications of firefighters covered by this Agreement, and that, in order to do so, additional specialized training may be provided to those employees who in the judgment of the Fire Chief will provide the most benefit to the Department as a result of such training. Therefore, the City shall have the right to assign any firefighter to a shift schedule required to provide training and any firefighter so assigned shall be compensated at their regular rate of pay. Firefighters working modified shifts during the training period will not receive less compensation than they would have received had they worked their regularly scheduled shifts during the same period.~~

#### ~~Section 5~~

~~Firefighters shall be paid according to the payroll schedule set by the City for all City employees on a bi-weekly basis.~~

## ARTICLE 14 UNIFORMS

### SECTION 1      DESCRIPTION

The City shall furnish ~~the firefighter~~ all members with National Fire Protection Association (NFPA) compliant uniforms, which may include one pair of shoes, upon initial hire or promotion (if uniform modifications are required) without cost to members. The Chief or their designee shall provide replacements as necessary. ~~The Labor/Management Committee shall recommend other items for issue~~

~~or purchase.~~ A complete uniform list is defined as ~~protective clothing or protective devices required of firefighters in the performance of their duties, without cost to firefighters.~~

Work Uniform Shirts ~~Dress Uniforms~~ (initial issue: 3)

Work Uniform ~~jumpsuits or Work-Pants~~ (initial issue: 2)

Jacket (initial issue: 1)

#### SECTION 2 PROVISION

The City shall furnish all NPPA compliant protective clothing and/or protective devices required of members in the performance of their duties as determined by the Fire Chief.

~~The City shall maintain assigned personal protective clothing and devices of the firefighters.~~

#### SECTION 3 REPLACEMENT

The City shall replace all required clothing items and equipment, as determined by the Fire Chief, which are damaged or worn out in the course of employment without cost to the member firefighter.

~~All firefighters shall be issued the following official uniforms, which shall be maintained by the City:~~

~~A. 3 Dress uniforms~~

~~B. 2 jumpsuits or work pants~~

~~C. 1 jacket~~

~~Within 60 days after completing probation, firefighters shall be issued a full complement of new uniforms. The Chief shall determine the necessity for uniforms and the frequency of issuance.~~

~~Replacement of uniforms shall be issued within 90 days of each fiscal year.~~

#### SECTION 4 CLEANING

~~1. The City shall maintain a contract with a laundry service adequate to provide for the laundry of one dress uniform for each shift worked.~~

The City shall provide for cleaning, laundry service and or cleaning equipment and supplies for the purpose of maintaining work clothing per NPPA standards.

~~2. The City agrees to reimburse firefighters for prescription eyeglasses broken or damaged during the course of employment up to \$100 for the repair or replacement of frames and lenses. Firefighters may select more expensive eyeglasses by paying the additional cost.~~

## **ARTICLE 15 WORKING OUT OF CLASSIFICATION**

Any ~~firefighter~~ member of the bargaining unit assigned to perform the duties of a higher classification by the Chief and in his absence by the officer in charge for a period of 1 hour or more during a shift shall be paid the base salary of the higher classification, plus ~~his~~ their own longevity, and certification and/or educational pay, for the period of time which ~~he/she~~ the member is required to work such higher

classification. ~~Assignment to a higher classification will occur only when the Department falls below the minimum staffing.~~ Only the rank of Firefighter may be assigned to fill the vacancy rank of Engineer, and only the rank of Engineer may be assigned to fill the vacancy rank of a Lieutenant, and only the rank of a Lieutenant may be assigned to fill the vacancy rank of a Captain. ~~Firefighters~~ Members of the bargaining unit certified as a Paramedic shall be ineligible to work out of classification when only one firefighter member certified as Paramedic is on duty. All efforts will be made to appoint assign only personnel who have at least one (1) year of experience in their current classification before assigning the member to a higher classification. Should a staffing issue arise, the Fire Chief or his their designee has the authority to assign personnel as needed ~~with less than one (1) year experience in their current classification~~ to fill the higher classification.

~~Section 2~~

~~The parties recognize and agree that the provisions of this Article take precedence over Civil Service Law provisions, including the applicable section of Chapter 142 and 143 of the Texas local government Code or the local Civil Service rules and Regulations of the City of Kingsville, to the extent of inconsistency.~~

## ARTICLE 16 OVERTIME AND CALLBACK

### SECTION 1 OVERTIME

#### 24 HOUR SHIFT MEMBERS OVERTIME CALCULATION

Members assigned to twenty four (24) hour shifts shall be paid overtime for authorized hours in excess of one hundred and six (106) hours of actual hours, holiday hours and vacations hours worked for each fourteen (14) day work period.

#### 40 HOUR WORK WEEK MEMBERS OVERTIME CALCULATION

Members assigned to a forty (40) hour a week position shall be paid overtime for authorized hours in excess of forty (40) hours of actual hours, holiday hours and vacation hours worked for each seven (7) day work period.

### SECTION 2 SCHEDULED VOLUNTARY OVERTIME:

When the daily assigned staffing falls below, or is anticipated to fall below, the minimum staffing level, the Captain shall call in off duty personnel to work using the established overtime procedures and availability list.

### SECTION 3 EMERGENCY CALL BACK VOLUNTARY OVERTIME

Emergency call back overtime is needed when there is a temporary reduction in staffing arising from unanticipated emergency calls or other personnel shortages. All emergency call backs shall be for a minimum of three (3) hour periods and paid at overtime.

~~Any member who is called back to work from off duty or subpoenaed to give testimony in a court of record while off duty concerning events arising out of on duty work performed, shall be compensated~~

~~actual time worked from the time the member reports with minimum of three (3) hours. A member reporting for emergency call back overtime less than three (3) hours prior to their regularly scheduled shift shall be paid for the actual hours worked less than (3) hours.~~

SECTION 4 OUT OF CLASSIFICATION OVERTIME

Members may work up one classification when working overtime if qualified to work in such classification. The member shall be paid overtime at one and one half (1-1/2) times the regular rate of pay for that particular classification. When working up, the member shall be paid overtime based on the lowest step in the higher classification.

SECTION 5 MANDATORY OVERTIME (RECALL)

~~Should staffing levels fall below, or are anticipated to fall below minimum levels for an extended length of time, and there are insufficient off-duty members available to work voluntary overtime or out of class overtime, the Fire Chief or their designee reserves the right to assign members overtime (recall) from the mandatory overtime list. Members may be held over until such time that adequate staffing can be obtained. If a member is held over for 3 hours or more, the hold over shall count as a mandatory overtime.~~

The Fire Chief or designee has the statutory right under Texas Local Government Code 142.0015 to assign overtime as needed.

SECTION 6 PAYMENT OF OVERTIME

Overtime payments will be included on the paycheck following the end of the pay period, but offsets may be made for past overpayments or underpayments.

**ARTICLE 17 COMPENSATORY TIME**

SECTION 1 ELECTION

Members of the bargaining unit may elect to receive compensatory time, at a rate of not less than one and one-half hours for each overtime hour worked, instead of cash overtime pay.

SECTION 2 RECORDS

The Fire Department administrative staff shall maintain records of compensatory time for each member of the bargaining unit. ~~which shall be reflected on their pay stubs.~~

SECTION 3 USE

Members of the bargaining unit that elect to use their compensatory time shall be taken with mutual agreement between the member and the Fire Chief



## **ARTICLE 18 ALTERNATE HIRE PROCESS**

### **SECTION 1 ELIGIBILITY**

The Alternate Hiring Process shall be utilized when there are not two (2) or more candidates eligible to take an entry-level exam within the advertised testing period as required under Texas Local Government Code Chapter 143.024. Applicants must have all of the following to be eligible under this process:

- A. Basic Structural Firefighter certification through Texas Commission of Fire Protection (TCFP).
- B. Emergency Medical Technician Paramedic certification through Texas Department of State Health Services (TDSHS).
- C. Applicant must be between the ages of 19 and 45 years of age.
- D. Valid Texas Department of Public Safety Driver's License

### **SECTION 2 ENTRY REQUIREMENTS**

All Applicants must successfully complete processes required by entry-level candidates:

Applicants under the alternate hiring process may not appeal a rejection by the Fire Chief.

To the extent allowed by law, the City shall indemnify the Association and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken in compliance with this article, excluding gross negligence, recklessness, or intentional conduct of the parties.

The parties have entered into this agreement in good faith and understand and agree that the provisions of this article are in compliance with the authority granted the parties under Chapter 174 of the Texas Local Government Code that allows the City and the Association to mutually alter provisions of Chapter 143 of the Texas Local Government Code.

## **ARTICLE 19 PROMOTIONS**

### **SECTION 1 PROMOTIONAL PROCEDURES**

The promotional examination shall consist of the following three parts, as follows:

1. Written Examination.

Candidates must score at least seventy percent (70%) or better on the written examination to advance to the next step of the promotional procedure. The written examination shall count as seventy percent (70%) of the total promotional score.

2. Skills Assessment.

Candidates that successfully pass the written examination will be required to participate in a skills assessment that is developed and/or approved by the Fire Chief. A candidate must pass the skills assessment with a score of seventy percent (70%) or better to be placed on the promotional list. The skills assessment score shall count as thirty percent (30%) of the promotional score.

Once a candidate has successfully passed the skills assessment, their score from the written exam will be multiplied by seventy percent (.70), their score from the skills assessment will be multiplied by thirty percent (.30), and then the two resulting ~~will be numbers~~ numbers will be added together to provide the base promotional score.

~~SECTION 2. Promotional Skill Performance Test.~~

~~The Fire Chief shall develop and/or approve a Skills Performance Test for promotional purposes. The test must be of the type in which each skill must be scored as a pass or fail. Any firefighter eligible to take a written promotional test must first pass the "Skill Performance Test" developed for the rank being tested if one has been developed before they are eligible for the written exam.~~

SECTION 2 SENIORITY POINTS

Candidates successfully passing the written exam and skills assessment will have seniority points added to their base promotional score to create their total promotional score. A maximum of 10 seniority points may be added to the base promotional score, as follows:

Uninterrupted service in Kingsville Fire Department	1 point per year of service (up to 10)
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SECTION 3 PROMOTIONAL ELIGIBILITY LIST

Once candidates have received their total promotional scores, their name shall be placed on a promotional eligibility list in the order of highest score to lowest score.

SECTION 4 DRUG/ALCOHOL TESTING

Candidates will be selected from the promotional list for a drug/alcohol test as vacancies become available. Upon successful completion of the drug/alcohol test, the candidate will be offered the promotion.

~~SECTION 4. Preemption of Chapter 143.~~

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

## ARTICLE 20 OFF-DUTY EMPLOYMENT

The Fire Chief shall create a policy regarding off ~~extra~~-duty employment. Policy must be continuously updated as changes occur. The following information shall be required by the Fire Chief due to firefighters being injured during their off duty employment and reporting to their next scheduled shift without notifying their shift Captain of their off duty employment injury. (1) Name and address of employer. (2) Phone number of employer for emergency for emergency contact by the department. Off duty employment shall not interfere with normal work schedules or emergency duties. Copies of the policy shall be filed in the Human Resource Department, the Risk Manager and City Manager's office. Permission to work off ~~extra~~-duty employment shall not be unreasonably withheld.

## ARTICLE 21 LABOR MANAGEMENT COMMITTEE

The City and the Association ~~have~~-recognized ~~that~~ communication between Management and ~~firefighters~~ the Association is indispensable to the accomplishment of a sound and harmonious Labor – Management Committee. This Committee shall consider, discuss, and resolve issues or problems pertaining to the employment conditions of the firefighters. Such issues may include proposed changes in safety equipment and devices, clothing, and procedures for the reduction or elimination of hazards to the mission of the Fire Department. ~~The Labor – Management Committee may consider matters subject to any grievance, except disciplinary matters.~~ Such discussions shall not be tantamount to, or an extension of, the bargaining process, but shall be for the purpose of encouraging productive relations between the parties and the improvement of the fire service to the community. The Committee shall consist of four (4) members, two (2) to be appointed by the Association and two (2) to be appointed by the Chief. All four (4) members of the committee must be present for a meeting to be held. The Labor – Management Committee shall meet at times mutually agreeable to both parties and meetings may be canceled by mutual agreement of the Committee members. There shall be a written agenda, prepared by the party requesting the committee meeting, on ~~of~~ matters to be discussed and provided to the Committee members at least one week in advance of the meeting. ~~A majority decision of the Labor – Management Committee shall be final and binding.~~

## ARTICLE 22 GRIEVANCE PROCEDURE

### SECTION 1 SCOPE OF PROCEDURE

The City and the Association agree that the purpose of this grievance procedure is to provide a just and equitable method for resolving disagreements between the parties, involving the interpretation,

application or alleged violations of this Collective Bargaining Agreement. For the purposes of this article only, working days are defined as Monday-Friday, excluding weekends and City holidays.

#### SECTION 2 —Disciplinary Matters:

~~Unresolved grievances arising from any disciplinary matters involving reprimands, all suspensions, terminations, demotions, promotional passovers, may be appealed through the grievance procedure but may not be sent to arbitration except by mutual agreement of both parties. A reduction in force may be heard through this agreement's grievance procedure in this type of grievance the firefighter will skip Step 3 and proceed to Step 4. In so doing, said firefighter has selected arbitration as a final and binding resolve of his/her appeal, except in those limited areas of an arbitration decision.~~

#### SECTION 3.2 GRIEVANCE PROCEDURES

The Association, or any firefighter member covered under the Agreement, may file a grievance, and shall be afforded the full protection of this Agreement.

Step 1. The Association, or any firefighter member covered by this Agreement, having a matter which is felt to be a grievance, shall submit, within ~~15 calendar~~ ten (10) working days of the actual event causing the problem, a written grievance to the Association Grievance Committee, ~~and a copy thereof simultaneously (by the end of the next business day) to the Fire Chief or his /their designee. If the Fire Chief and/or his/their designee are not available, the Supervisor in charge may accept the copy.~~

The grievance shall include:

- (1) A statement of the grievance and the facts on which it is based;
- (2) The section(s) of the Agreement(s) which has have been violated;
- (3) The remedy or adjustment, if any is sought;
- (4) The signature of the firefighter member.

The Association Grievance Committee shall have ten (10) working days from receipt thereof in which to act on the grievance. If the Association Grievance Committee decides in their sole discretion that no grievance is found to exist, no further action shall be required. If a grievance is found to exist, the Committee shall process the grievance by passing it to Step 2.

Step 2. If a grievance is found to exist, the matter shall be submitted to the Fire Chief or his /their designee within the ten (10) working days as specified by Step 1. If the Fire Chief and/or his /their designee ~~are~~ is not available, the Supervisor in charge may receive the copy of the grievance. The Chief shall render a decision and respond to the Association Grievance Committee, in writing, within ten (10) working days from receipt thereof.

~~Step 3. If the grievance is not resolved at Step 2, the Association Grievance Committee shall submit the grievance, in writing, to the Labor Management Committee, within five calendar days from receipt of~~

~~the decision at Step 2. The Labor Management Committee shall review the matter, and shall render a decision, in writing, to the Association Grievance Committee within 10 working days following the receipt of the grievance. Failure to furnish a written decision within 10 working days shall constitute the grievance unresolved.~~

### Step 3

If the grievance is not resolved in step two (2), the Association Grievance committee shall submit the grievance in writing to the City Manager or their designee within ten (10) working days from the receipt of the step two (2) decision. The City Manager or their designated representative shall review the matter and render a decision in writing to the Association Grievance Committee within ten (10) working days of receipt of the grievance.

Step 4. If the grievance is not resolved at Step 3, ~~2~~ 3 then the City and the Association shall request the assistance of the Federal Mediation and Conciliatory Service, within ten (10) working day excluding weekends and holidays. The mediator will advise the parties of ~~his/her~~ their availability for mediation of the grievance. Failure to resolve the grievance in mediation shall constitute the grievance unresolved.

Step 5. ~~Except for unresolved grievances arising from any disciplinary matters involving reprimands, all suspensions, terminations, demotions, promotional passovers, if the grievance is not resolved at Step 4, the Association Grievance committee may request arbitration. In a reduction in force grievance unresolved at Step 4, the Association Grievance committee might request arbitration. If a grievance is requested to be submitted to arbitration, the City and the Association shall first attempt to mutually agree on an arbitrator. If after ten (10) working days the parties fail to agree upon an arbitrator, a list of seven (7) neutral arbitrators shall be requested from the American Arbitration Association or the Federal Mediation and Conciliation Services (F. M. C. S.). Within ten (10) working days from receipt of the list, the Association and the City shall alternate in striking a name from the list until only one name remains. If neither party volunteers to strike a name first, it shall be decided by flipping a coin. The arbitrator will advise the parties of ~~his/her~~ their availability for arbitration of the grievance.~~

## SECTION 4.3 ARBITRATION

### A. Scope of Arbitrator/Arbitration

Within thirty (30) calendar days after the conclusion of the hearing or the filing of the briefs, the arbitrator shall issue a written opinion and ruling with respect to the issues presented, a copy of which shall be mailed or delivered to the Association Grievance Committee and the City. The arbitrator shall not have the power to add to, amend, modify, or subtract from the provisions of this Agreement in arriving at ~~his~~ their decision on the interpretation of this Agreement and to make conclusions of fact based upon the evidence submitted at the arbitration hearing and to apply the contractual provisions to said facts. The arbitrator shall confine ~~himself~~ themselves to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to ~~him/her~~ them. The conclusion reached by the arbitrator shall be based solely on evidence adduced at the hearing. The

decision of the arbitrator shall be final and binding upon the City, the Association and all ~~firefighters~~ members covered by ~~the~~ this Agreement.

B. Arbitration Expenses

Fees and expenses of the arbitrator shall be borne by the party ruled against as determined by the arbitrator in ~~his/her~~ their award. The City shall bear the expenses of any witnesses called by the City. The Association shall bear the expenses of any witnesses called by the Association, except for ~~five~~ ~~Department firefighters~~ members who are on duty during the time they are to testify. The Association agrees to call no more than three (3) members on duty ~~firefighters~~ to be witnesses; expenses for additional on duty ~~firefighters~~ members called by the Association to be witnesses, will be paid by the Association.

C. Rules for Arbitration Hearings

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

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

Judicial rules of evidence need not be strictly followed; however, witnesses may be placed under the rule. ~~and all hearings shall be public unless otherwise agreed by the affected parties.~~ The arbitrator shall not communicate with parties or witnesses relating to the facts or subject matter of the case outside of the arbitration hearing.

SECTION 5.4 TIME LIMITS

The parties shall adhere to the time limits set forth in the procedure. In the event the ~~firefighter~~ member or the Association fails to meet the time limits, at any step in procedure, the grievance shall be considered satisfied and no further action taken. Failure by the City to meet the time limits at any step, the grievance shall be considered resolved ~~resolution of the grievance in favor of the Association.~~

SECTION 5 DUE DATE

If a deadline falls on a day when the appropriate office is closed, the due date shall be on the next day when it is open.

## ARTICLE 23 LEGAL PROCEDURE

### SECTION 1      LEGAL DEFENSE

In the event that a civil action is filed against a ~~firefighter~~ member of the bargaining unit for conduct performed while on duty in the official performance of ~~his/her~~ their duty, the City shall provide legal representation to the ~~firefighter~~ member under the terms and conditions of this article. The City, by conducting or participating in the defense of the ~~firefighters~~, members of the bargaining unit, does not assume any obligation or liability or otherwise imposed by law and does not expressly or implicitly waive any immunity or defense, which may be available to the City. The City shall have no obligation not otherwise imposed by law for any judgment, which is rendered against a ~~firefighter~~ member of the bargaining unit. The City shall have the option, at its sole discretion, of retaining an outside lawyer or providing legal representation through the Office of the City Attorney.

### SECTION 2      NO OBLIGATIONS

The City shall have no obligations to provide legal representation to a member of the bargaining unit where:

- A. The conduct of the ~~firefighter~~ member has ~~giving~~ given rise to the civil action that constitutes a violation of rules, regulations or procedures, a violation of the orders of supervisor, gross negligence, recklessness, or intentional wrongdoing;
- B. The conduct of the ~~firefighter~~ member has ~~giving~~ given rise to civil action and is outside the scope of ~~his~~ the member's employment.
- C. Legal representation is provided by a third party, such as automobile liability insurance, or the like.

### SECTION 3      NOTIFICATION

The ~~firefighter~~ member of the bargaining unit shall notify the City of any claim being made against such member ~~firefighter~~ no later than 15 days from the date that the ~~firefighter~~ member received notice of such claim, and shall request, in writing through the Chief, that the City assume the defense of the ~~firefighter~~ member regarding such claim.

### SECTION 4      CORRESPONDENCE WITH CITY ATTORNEY

If suit is filed against a ~~firefighter~~ member of the bargaining unit, the member shall immediately forward to the City Attorney every demand, notice, summons or other process received by ~~him/her~~ the member.

### SECTION 5      COOPERATION OF FIREFIGHTER

The ~~firefighter~~ member of the bargaining unit shall cooperate with the City and upon its request shall assist in making settlements, in the conduct of suits, in endorsing any rights of contribution of indemnity against any person or organization who may be liable for all or part of such damages and shall attend all hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. Furthermore, any failure of the ~~firefighter~~ member to cooperate with the City in providing legal

representation or otherwise violating provisions of this article shall be grounds for denial of legal representation or termination of such obligation.

SECTION 6 OTHER RIGHTS AND OBLIGATIONS OF CITY

No provision of this article shall in any way affect other rights or remedies that the City may have.

**ARTICLE 24 DRUG TESTING**

SECTION 1 APPLICABILITY

The City's current Substance Abuse Policy shall be of full force and effect as to persons who come within the purview of this Agreement except when expressly excluded herein. All provisions of the Substance Abuse Policy pertaining to alcoholic beverages, inhalants, and prescription drugs shall be fully applicable. The following special provisions shall apply only to illegal drugs. These terms shall be construed in accordance with the definitions contained in the City's Substance Abuse Policy.

SECTION 2 CHOICE OF MANAGER

"Manager" as used herein shall be that person or agency, but always an independent contractor, who shall be responsible for collecting, testing and reporting results on any sample, of whatever nature, used for implementation and administration of the City's Substance Abuse Policy

SECTION 3 RANDOM TESTING

All City employees are subject to random testing without cause.

Selection of subjects or persons for random testing for alcoholic beverages, illegal drugs, inhalants, or prohibited substances by the responsible authority may be accomplished by the responsible authority by reasonable means which does not constitute a pattern, custom, or practice. By way of illustration and not be way of limitation, the responsible authority may require all persons subject to random testing to be tested on a given day. The responsible authority may also require those persons subject to random testing in one department only to be tested on a given day.

The responsible authority's choice of mode for determining random testing shall be presumed valid subject to a clear showing of abuse of discretion.

SECTION 4 TESTING FOR CAUSE

All ~~Firefighters~~ members of the bargaining unit shall be subject to testing for cause. Cause shall be "tenable inference" as defined in the City's Substance Abuse Policy.

Any ~~person~~ member who demonstrates a tenable inference that ~~he/she~~ is they are at that time in violation of any of the provision of the City Substance Policy may be subject to an immediate appropriate substance abuse test.



The ~~person's~~ member's immediate supervisor, department head, acting department head, and a person acting in their stead, the City Manager, or the Human Resource Director may order the testing.

Any ~~employee~~ member who refuses to submit to an immediate appropriate substance abuse testing when ordered by an appropriate official as listed above shall be ~~terminated~~ indefinitely suspended. If the ~~employee~~ member so ~~terminated~~ indefinitely suspended appeals the ~~termination~~—indefinite suspension and on appeal it is determined an order for testing was issued, and the ~~employee~~ member refused to obey such order, and the person giving such orders was justified in forming the tenable inference as defined herein, the ~~termination~~ indefinite suspension shall be upheld and the ~~employee~~ member may not be rehired by the City of Kingsville for a period of one year.

#### SECTION 5 COMPLIANCE WITH POLICY AND DISCIPLINARY ACTION

All ~~employees~~ members shall refer to the current City of Kingsville Policy # 830 Substance Abuse Policy in regards to compliance and consequences of failure to comply with this policy.

#### SECTION 6 RECORDS PROCEDURES

##### Release of Information

Requests for employment verification or references for ~~an individual terminated~~ a member indefinitely suspended under this policy shall be forwarded to the Human Resource Department ~~for response~~. For Texas Employment Commission hearing on granting unemployment insurance, the City will cite a rules violation as the reason for termination and will supply a copy of the letter of ~~termination~~—indefinite suspension, which states specific reasons. Where there is doubt about the release of information, the legal department shall be consulted for guidance.

##### Reporting Conviction to Federal Agency

In compliance with the Drug Free Workplace Act, the Human Resource Department will notify the appropriate federally agency within ten (10) days after receiving notice from the ~~firefighter~~ member of a conviction under criminal drug statutes.

#### SECTION 7 ~~6~~—OFF DUTY CONDUCT

Notwithstanding anything else to the contrary herein the provisions of this section only shall apply to all substances, i.e., alcoholic beverages, inhalants, illegal drugs, and prescription drugs.

#### SECTION 8 ~~7~~ HOLD HARMLESS

To the extent possible the City agrees to hold harmless the Association for any suit or cause of action, which is a direct result of negotiating and executing this Agreement.

## **ARTICLE 25 HOLIDAYS**

#### SECTION 1 DESIGNATED HOLIDAYS

A. Each firefighter shall receive the following ~~7~~ eight (8) holidays per year:

1. New Year's Day
2. Martin Luther King Day (MLK)
3. Good Friday
4. Memorial Day
5. 4<sup>th</sup> of July
6. labor Day Veteran's Day
7. Thanksgiving Day
8. Christmas Day

The Holiday shall be on the actual holiday.

Martin Luther King Day (MLK)

~~Firefighters shall accrue 24 regular hours for this holiday which is not eligible for sell back and must be used by the end of the fiscal year in which it occurs or shall be forfeited.~~

~~Fire Marshal shall accrue 8 regular hours for this holiday which is not eligible for sell back and must be used by the end of the fiscal year in which it occurs or shall be forfeited.~~

~~Firefighters working on the MLK Day or taking it at a later date shall receive regular rate of pay for working the MLK Day.~~

~~Firefighters may be allowed to use this day only if no overtime is generated by their absence. If a firefighter separates from employment and has not used the holiday, it will be forfeited.~~

SECTION 2 HOLIDAY LEAVE

B. Member's assigned to twenty-four (24) hour shifts Each firefighter shall be entitled to the number of scheduled working hours off for each holiday (ex. 24 hour shift = 24 hours off).

Member's assigned to a forty (40) hour work week except the Fire Marshal who shall be entitled to 8 working hours off for each holiday.

The current practice of adding holidays to vacation time or taking them individually shall be retained. Nothing herein shall be interpreted in such a manner, which would deprive the Chief of his right to cancel an individually a member's scheduled holiday when the Chief determines a there is an imminent threat disaster has been declared (Refer to Article VII, Section 3). The firefighter's member's responsibility for scheduling a holiday shall end when he/she they receive a their signed copy of the holiday request form ~~signed by their supervisor.~~

C. ~~Each 24 hour shift firefighter who is on duty at 8:00 a.m. when a holiday occurs shall be paid 1 1/2 times their hourly rate of pay.~~

~~D. Each 24 hour shift firefighter may elect to sell any number of their 7 holidays back to the City in lieu of taking time off after the holiday occurs. This payment shall be a 1 ½ times the firefighter's hourly rate of pay.~~

E. Member's assigned to a forty (40) hour work week ~~It shall be understood that the Fire Marshall shall not report for duty during any of the department's holidays or sell back any holidays. Forty (40) hour work week members are The Fire Marshall is entitled to observe the holidays authorized under this Agreement City policy.~~

#### ~~SECTION 7 Paid Time Off:~~

~~Effective October 1, 2006, firefighters shall receive 24 hours of Paid Time Off (PTO) for use during the fiscal year. PTO shall be paid at the employee's base hourly rate. Time shall not be counted as hours worked to accumulate overtime and must be used prior to the end of the fiscal year. PTO not used prior to the end of the fiscal year shall be forfeited. This PTO is not eligible for sellback.~~

## ARTICLE 26 VACATION

### SECTION 1 VACATION LEAVE ACCRUALS

~~Firefighters~~ Members of the bargaining unit shall accrue vacation leave in equal biweekly increments as follows:

- A. 13 through 60 months – 12 days
- B. 61 through 228 months – 15 days
- C. 229 months and more – 18 days

The City shall post in each fire station an accounting of vacation accrual ~~on a quarterly basis or posted on the employee's member's pay stub.~~

Leave accruals shall be in accordance with the City's Family Medical Leave (FMLA) policy.

### SECTION 2 CANCELLATION OF LEAVE

Nothing herein shall be interpreted in such a manner which would deprive the Chief of their right to cancel a member's scheduled vacation when the chief determines there is an imminent threat.

### SECTION 3 LEAVE

Members assigned to a twenty-four (24) hour shift will be entitled to twelve (12) working hours for each day of accrued vacation leave. Members assigned to a forty (40) hour work week shall be entitled to eight (8) working hours for each day of accrued vacation leave.

~~Each firefighter will be entitled to 12 working hours for each day of accrued vacation leave, except the Fire Marshal, who shall be entitled to 8 working hours for each day of accrued vacation leave.~~

#### SECTION 4 SEPARATION PAY

~~Members assigned to a twenty-four (24) hour shift. Each firefighter who has have completed probation shall be paid a maximum of two hundred and fifty (250) hours for any accumulated vacation leave at the firefighter's member's regular rate of pay at the time of separation,~~

~~Members assigned to a forty (40) hour work week except the Fire Marshal, who shall be paid a maximum of one hundred sixty-six (166) hours for any accumulated vacation leave at the Fire Marshal's member's regular rate of pay at the time of separation.~~

### **ARTICLE 27 SICK LEAVE**

#### SECTION 1 SICK LEAVE ACCRUAL

Firefighters shall accrue Sick Leave at the following rates in bi-weekly increments:

- A. 13 through 60 months – 12 days
- B. 61 months and more – 15 days

Leave accruals shall be in accordance with the City's Family Medical Leave (FMLA) policy.

~~The City shall post in each fire station an accounting of sick leave accrual on a quarterly basis or posted on the employee's member's pay stub.~~

~~Members. Each firefighter working 24 hour shifts will be entitled to 12 working hours for each day of accrued sick leave, except member's working a 40 hour weekly schedule the Fire Marshal, who shall be entitled to 8 working hours for each day of accrued sick leave.~~

#### SECTION 2 USE OF LEAVE

In the event of an illness, the firefighter member shall notify the Captain or Acting Captain on duty immediately when the firefighter member knows he/she they will be absent on account of due to an illness. Any firefighter member who is absent one or more consecutive scheduled work shifts or who is exhibiting a pattern of potential leave abuse may be required by the Chief to furnish a certificate of from a physician or his the physician's representative certifying to the illness of the firefighter.

#### ~~SECTION 3 Vacation Scheduling:~~

~~Vacation and/or holiday time off, which have been scheduled, at least 30 days in advance may only be canceled due to a disaster. A disaster shall mean an occurrence inflicting widespread destruction. The Fire Chief may declare the week of Texas A&M Municipal Fire School, as a period in which vacation time off may not be scheduled.~~

#### SECTION 3.4—SICK LEAVE BUY BACK

~~Any member assigned a 24 hour shift. Every firefighter who has completed probation may elect to sell up to one hundred and eighty (180) hours of accumulated sick leave annually (December), or up to ninety (90) hours bi-annually (June and/or December). Any member assigned a 40 hour work week. Fire Marshal may elect to sell up to one hundred and twenty (120) hours of accumulated sick leave annually or sixty (60) hours bi-annually (June and/or December). Annual sick leave buy back requests are to be submitted no later than fifteen (15) days prior to the first payday of the month of June and/or December. Checks will be issued on the first scheduled payday of the month of June and/or December, barring any emergency. If a firefighter member does not submit the required form on time, a buy back paycheck may not be issued. The City shall purchase the sick leave hours at one hundred percent (100%) of the firefighter's member's wages.~~

#### SECTION 4.5—SEPARATION PAY

A. Members assigned to 24 hour shifts. Each firefighter shall be paid all accumulated sick leave not to exceed one thousand two hundred (1200) hours of accumulated leave at the time of termination separation from the Kingsville Fire Department at the firefighter's member's regular rate of pay,

Sick leave hours sold under buy back procedures plus sick leave separation pay shall not exceed one thousand two hundred (1200) hours for members assigned to 24 hour shifts

B. except Members assigned to 40 hour work weeks the Fire Marshal, who shall be paid all accumulated sick leave not to exceed eight hundred (800) hours of accumulated sick leave at the time of separation at the Fire Marshal's regular rate of pay. Sick leave hours sold under buy back procedures plus sick leave separation pay shall not exceed ~~one thousand two hundred (1200) hours for members assigned to 24 hour shifts. the firefighters and not exceed eight hundred (800) hours for members assigned to a 40 hour work week the Fire Marshal.~~

### **ARTICLE 28 SPECIAL LEAVES**

#### SECTION 9—BEREAVEMENT LEAVE

In the event of death in the immediate family of a firefighter member of the bargaining unit who is otherwise assigned to duty, the firefighter member shall be granted time off with pay as follows:

A. ~~Firefighters~~ Members working a 24 hour shift ~~53 hour workweek~~ shall be granted one shift off following the death. However, if the death occurs when the firefighter member is on duty, he/she shall receive the rest of the shift off in addition to the one shift being granted off.

B. ~~Firefighters~~ Member(s) ~~working in the position of and/or Fire Marshall and~~ working a 40-hour workweek shall be granted 3 consecutive calendar days off of bereavement leave following the death of a family member as defined below.

The immediate family shall be defined as the ~~firefighter's~~ member's mother, father, legal spouse, child, brother, sister, grandmother, grandfather, mother-in-law, father-in-law, grandchildren, or person physically residing with the member ~~a firefighter~~

#### ~~Section 2~~

#### ~~ARTICLE 11 SECTION 7 Paid Time Off:~~

~~Effective October 1, 2006, firefighters members of the bargaining unit shall receive 24 hours of Paid Time Off (PTO) for use during the fiscal year. PTO shall be paid at the employee's base hourly rate. Time shall not be counted as hours worked to accumulate overtime and must be used prior to the end of the fiscal year. PTO not used prior to the end of the fiscal year shall be forfeited. This PTO is not eligible for sellback.~~

### ARTICLE 29 MISCELLANEOUS PROVISIONS

#### SECTION 1 EYEGLASS REPLACEMENT

The City agrees to reimburse ~~firefighters~~ members of the bargaining unit for prescription eyeglasses broken or damaged during the course of employment up to \$100 for the repair or replacement of frames and lenses. ~~Firefighters~~ Members may select more expensive eyeglasses by paying the additional cost.

#### SECTION 2 COPY OF AGREEMENT

The City shall provide every duty station and every member of the bargaining unit with a copy of this Agreement and one (1) copy of all of their benefits of employment with the City.

#### SECTION 3 DIRECT DEPOSIT

The City shall maintain a direct deposit system with banks and credit associations for payroll checks during the term of this contract, provided the financial institute permits such direct deposit.

#### ~~Section 4~~

~~All members of the bargain unit shall be entitled to have an Association representative present pertaining to oral or written reprimands, suspension or other disciplinary matter in any discussion or meeting with a Chief Officer, Fire Marshal or other member of City Management that may result in discipline.~~

~~SECTION 4.5~~ARTICLE 7 ~~SECTION 4~~ RESIDENCY

~~All firefighters employed after June 25, 1998, shall reside within the boundaries of Kleberg County. All firefighters employed after October 1, 2004, shall reside within the boundaries of Kleberg County and within 38 miles of the City of Kingsville within Kleberg County. Official mileage charts and/or maps of the Texas Department of Transportation determine distance. All members of the bargaining unit shall not have any type of residency restriction placed upon them during the term of this contract.~~

All members of the bargaining unit shall reside within a 45 mile radius of the City of Kingsville.

~~SECTION 5.6~~ CERTIFICATION MAINTENANCE

~~ARTICLE 7~~ SECTION 5 Training:

~~Effective July 1, 1999, all employees in the department holding the ranks of firefighter, Engineer, and Lieutenant shall attain and maintain EMT and/or Paramedic certification whichever is held as of the current agreement. Both the City and the Association recognize the need for fire suppression and emergency medical training and the need for continuing education to maintain standards and certifications.~~

All members of the bargaining unit shall maintain Fire Department required certifications for their rank and assignment. All members hired without an EMT-Paramedic certification are required to maintain their existing level of EMT certification. Bargaining unit members that were hired with an EMT-Paramedic certification or have attained paramedic certification during the course of their employment with the City, must maintain that certification as long as they hold the rank of firefighter. Members that have been promoted above the rank of firefighter, have the option of maintaining their EMT-Paramedic certification or downgrading their EMT certification to EMT-Intermediate or EMT-Basic. Downgrades in EMT certification will result in lower or discontinued certification pay. Both the City and the Association recognize the need for fire suppression and emergency medical training and the need for continuing education to maintain standards and certifications.

~~SECTION 6.7~~ SAFETY

~~ARTICLE 6~~SECTION 4 Safety:

The City and the Association agree that Fire Protection and Emergency Medical Services are the primary purpose of the Fire Department. In order to guarantee such protection and service to the community, the City and the Association agree to provide a proper level of safety for the firefighters members, and maintain a safe working environment.

## ARTICLE 30 INSURANCE

### SECTION 1 HEALTH INSURANCE

For the duration of this Agreement, the City shall provide to ~~firefighters covered by this agreement~~ all members of the bargaining unit with the same hospitalization/health insurance policy as provided to all other employees of the City. The City shall make such policy available to eligible dependents of ~~firefighters~~ all members in the same manner and for the same employee contribution as all other City employees.

### SECTION 2 LIFE INSURANCE

For the duration of this Agreement, the City shall provide ~~firefighters~~ all members of the bargaining unit covered by this Agreement the same life insurance policy as provided to all other City employees.

### SECTION 3 RETIREES

~~Firefighters~~, Members of the bargaining unit, who retire on and after the effective date of this Agreement, are entitled to continue health insurance coverage for themselves and their covered family members. The retiree may continue the health insurance coverage until he/she reaches Medicare eligibility (65). However, covered family members may receive continued coverage in accordance with the Omnibus Budget Reconciliation Act (COBRA) of 1985.

~~The firefighter member~~ Member upon retirement may continue health coverage by paying one-half the cost of the monthly premium; the City will pay the difference. The ~~firefighter~~ Retiree may also continue the family coverage by paying the total cost of the monthly premium for the COBRA duration period.

~~Firefighters~~ Members that elect to have such coverage shall submit such payments to the Collection's Division. Payments must be submitted by the 1<sup>st</sup> regular working day of each month. If payments are not submitted by the mentioned date, coverage shall be discontinued. ~~The~~ payment of insurance premiums for all retirees shall be subject to change at the insurance renewal periods approved by the City Commission. ~~discretion of the City Commission.~~

## ARTICLE 31 MUSCULAR DYSTROPHY FUND-RAISER (MDA)

### SECTION 1 ANNUAL EVENT

~~The City of Kingsville Fire Department~~ members of the bargaining unit, while on duty, may conduct ~~at~~ the annual Muscular Dystrophy fund-raiser, "Fill the Boot", at a time scheduled and approved by the Fire Chief.

### SECTION 2 SCHEDULE

The "Fill the Boot" fund-raiser will be scheduled annually ~~no later than the 15<sup>th</sup> day of July during cool weather~~ on three (3) work shifts. Should any shift scheduled on a day to collect for "Fill the Boot" get



canceled due to inclement weather or any other type of unforeseen emergency, another date shall be scheduled.

SECTION 3      RESPONSE TO SERVICE CALLS

During the fund-raiser, the on duty shift will respond to fire alarms from their assigned locations without delay.

SECTION 4      ASSOCIATION RESPONSIBILITY

~~The Association~~ Kingsville Professional Fire Fighters Association will be responsible for handling arrangements needed to conduct such a fund-raiser and for securing all money collected for any and all Muscular Dystrophy events.

**ARTICLE 32 WAGES**

Wages for Fiscal Year 2013-2014 and 2014-2015 and 2015-2016 shall be paid as set forth in Appendix A.

During the term of this agreement the employees covered under this agreement shall be paid the higher of the wage schedule in Appendix A or any general cost of living adjustments (COLA) given across the board to city employees or any negotiated rate increases for Police Department civil service employees.

~~Firefighters shall receive certification and educational incentive pay based upon the Schedules listed in Appendix B. When multiple levels exist for a particular certificate or degree, a firefighter shall receive payment only for the highest level certification or degree possessed. Moved to other article~~

**ARTICLE 33 EDUCATION AND CERTIFICATION PAY**

SECTION 1      EDUCATION

~~Fire Fighters~~ Members of the bargaining unit shall receive Educational Incentive Pay for the following:

Associate Degree	\$ 50.00 per month
Bachelor's Degree	\$100.00 per month
Master's Degree	\$200.00 per month

Individual degrees must be obtained from an accredited college or university.

~~Fire Fighters~~ Members of the bargaining unit shall receive pay for only one degree not all three.

A college degree is not required as a condition of employment, and if the employee earns any of the above college degrees, then the Educational Incentive Pay, as described above, will apply.

SECTION 2      CERTIFICATION

Any ~~firefighter~~ member of the bargaining unit obtaining any of the certifications listed in the current agreement under "Certification Pay" shall be eligible to receive this type of pay immediately after providing the ~~certification~~ certificate to the Fire Chief. Failure to present the certificate will release the City of any obligation of any back pay for certification. See Appendix "B".

Members shall receive certification ~~and education~~ incentive pay based upon the Schedules listed in Appendix B. When multiple levels exist for a particular certification or degree, a member shall receive payment only for the highest level certification or degree possessed.

## **ARTICLE 34 LONGEVITY**

### SECTION 1      RATES

Longevity will be paid at the rate of four (4) dollars a month for each year of service in the department not to exceed twenty-five (25) years of service. Beginning October 1, 2014, longevity will be increased to four dollars and twenty-five cents (\$4.25) a month and beginning October 1, 2015 longevity will be increased to four dollars and fifty cents (\$4.50) a month to be paid at these rates for each year of service in the department not to exceed twenty-five (25) years of service for the remainder of this agreement.

### SECTION 2      ARTICLE PROVISION

The parties recognize and agree that the provisions of this Article take precedence over Section 141.032 of the Texas Local Government Code.

## **ARTICLE 35 NON-WAIVER**

Should either party to this Agreement provide any service or benefit in excess of any of the requirements of this Agreement or otherwise, such provision shall not be deemed to be a waiver of any of the terms or obligations recited in this Agreement.

## **ARTICLE 36 MAINTENANCE OF STANDARDS**

All economic benefits, privileges and working conditions enjoyed by the members of the bargaining unit which are properly and lawfully in effect in the Department as to matters subject to mandatory bargaining under TLGC Chapter 174, and enjoyed by the fire fighters of the bargaining unit as of the effective date of this Agreement but which are not included in this Agreement, shall remain unchanged for the duration of this agreement.

## ARTICLE 37 DECLARATION OF THE FULL AND FINAL SCOPE OF AGREEMENT

The parties agree that each has had full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the province of collective bargaining. This Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as specified in this Agreement. It is understood and agreed that the contract may be amended by mutual consent of the parties to this Agreement. In the event that any provision of this Agreement conflicts or is inconsistent with any provisions of the Local Government Code of Texas, this Agreement shall prevail notwithstanding any such provision of those statutes.

## ARTICLE 38 SAVINGS CLAUSE

If a court of competent jurisdiction should find any article or section of this Agreement invalid, unlawful, or unenforceable, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

## ARTICLE 25

### EVERGREEN

~~This Agreement shall be effective from the 1<sup>st</sup> day of October, 2010, and shall remain in full force and effect through the 30<sup>th</sup> day of September 2013, or until such time as it is superseded by a new contract between the parties.~~

IN WITNESS WHEREOF, we have executed this agreement this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF KINGSVILLE

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,  
LOCAL #2390

BY: \_\_\_\_\_  
CITY MANAGER

BY: \_\_\_\_\_  
PRESIDENT, IAFF LOCAL 2390

## APPENDIX A - WAGE SCHEDULE

	FY	
	2010-2011	
	2%	
<b>FIREFIGHTERS</b>		
RANGE FD-2		
B 13-18 MONTHS	9.83	
C 19-30 MONTHS	10.91	
D 31 MONTHS & OVER	12.43	
FF/PARAMEDIC	13.19	
<b>ENGINEERS</b>		
RANGE FD-3		
A 0-24 MONTHS	13.83	
B 25+ MONTHS	14.42	
<b>LIEUTENANT</b>		
RANGE FD-4		
A 0+ MONTHS	14.48	
<b>CAPTAIN</b>		
RANGE FD-5		
A 0-24 MONTHS	14.83	
B 25+ MONTHS	15.62	
FIRE MARSHAL	24.63	

	FY 2012-2013	Proposed	Proposed	Proposed
	CURRENT	Y1	Y2	Y3
FD - 5 CAPTAIN A 0-12 MONTHS	\$ 15.20	\$ 16.67	\$ 16.84	\$ 17.01
FD - 5 CAPTAIN B 13+ MONTHS	\$ 16.02	\$ 17.18	\$ 17.35	\$ 17.53
FD - 4 LIEUTENANT	\$ 14.85	\$ 16.19	\$ 16.35	\$ 16.52
FD - 3 ENGINEER A 0-12 MONTHS	\$ 14.18	\$ 15.26	\$ 15.41	\$ 15.57
FD - 3 ENGINEER B 13+ MONTHS	\$ 14.47	\$ 15.80	\$ 15.96	\$ 16.12
FF - PARAMEDIC	\$ 13.52			
FD - 2 B 13-18 MONTHS	\$ 10.08			
FD - 2 C 19-30 MONTHS	\$ 11.19			
FD - 2 B 13+ MONTHS	\$ 12.74	\$ 13.87	\$ 14.01	\$ 14.15

FIRE MARSHAL	\$ 25.25	\$ 25.50	\$ 25.50	\$ 25.50
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\*Note: Payroll system rounding may change cent(s) +/-

**1. RANGE FD - 1**  
This range will be the hiring range for all new appointees to the Fire Department. The employees will remain in this range during the probationary period.

**1.2. RANGE FD - 2**  
At the end of the probation, the employee shall advance to the first step in this range; advancement through this range will be based on time in-grade as defined by the schedule.

~~2.3.~~ **RANGE FD - 3**

Upon promotion to Driver, the employee will be placed at this range; advancement through this range will be based on time in-grade as defined by the schedule.

~~3.4.~~ **RANGE FD - 4**

Upon promotion to Lieutenant, the employee will be placed at this range; advancement through this range will be based on time in-grade as defined by the schedule.

~~4.5.~~ **RANGE FD - 5**

Upon promotion to Captain, the employee will be placed at this range; advancement through this range will be based on time in-grade as defined by the schedule.

## APPENDIX B - EDUCATION AND CERTIFICATION PAY INCENTIVES

### EDUCATION PAY

Fire Fighters shall receive Educational Incentive Pay for the following:

Associate Degree	\$ 50.00 per month
Bachelor's Degree	\$100.00 per month
Master's Degree	\$200.00 per month

Individual degrees must be obtained from an accredited college or university.

Firefighters shall receive pay for only one degree not all three.

A college degree is not required as a condition of employment, and the employee earns any of the above college degrees, then the Educational Incentive Pay, as described above, will apply.

### CERTIFICATION PAY

Civil Service Uniformed personnel shall receive the following monthly pay for certification:

Intermediate Fire Fighter Certificate	\$ 30.00/month; or
Advanced Fire Fighter Certificate	\$ 40.00/month; or
Master Fire Fighter Certificate	\$ 50.00/month
Fire Inspector Certificate Level A	\$ 25.00/month; or
Fire Inspector Limited Certificate	\$ 25.00/month
Fire Instructor Certificate Level A	\$ 25.00/month; or
Fire Instructor Certificate Level B	\$ 25.00/month
E.M.S. Instructor Certificate	\$ 25.00/month
E.M.T. Intermediate Certificate	\$ 50.00/month
Fire Officer	\$ 25.00/month
Paramedic Certificate	
Fiscal Year 2010-2011	\$ 150.00/month
Fiscal Year 2011-2012	\$ 200.00/month
Fiscal Year 2012-2013	\$ 250.00/month
Driver/Operator	
Fiscal Year 2010-2011	\$ N/A
Fiscal Year 2011-2012	\$ 25.00/month
Fiscal Year 2012-2013	\$ 25.00/month

Certification	Current Per Month	Proposed Per Month
Intermediate Firefighter	\$ 30.00	\$ 30.00
Advanced Firefighter	\$ 40.00	\$ 40.00
Master Firefighter	\$ 50.00	\$ 50.00
Fire Inspector	\$ 25.00	\$ 25.00
Fire Instructor (1) and (2) Intermediate	\$ 25.00	\$ 25.00
Fire Instructor (3) Master	-	\$ 35.00
Fire Officer I	\$ 25.00	\$ 25.00
Arson Investigator	\$ -	\$ 50.00
Basic or Intermediate Driver/Operator	\$ 25.00	\$ 25.00
Fire Investigator	\$ -	\$ 30.00

EMS Instructor	\$	25.00	\$	25.00
EMT Intermediate (Firefighter)	\$	50.00	\$	100.00
EMT Intermediate (Engineer, Lieutenant, Captain)	\$	50.00	\$	50.00
EMT - Paramedic (Firefighter)	\$	250.00	\$	400.00
EMT - Paramedic (Engineer, Lieutenant, Captain)	\$	250.00	\$	250.00

**NOTE:** When multiple levels exist for a particular certificate, an employee shall receive payment only for the highest-level certificate possessed.

# **AGENDA ITEM #7**



**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 THE KINGSVILLE PROFESSIONAL FIREFIGHTER'S ASSOCIATION (IAFF LOCAL #2390) COLLECTIVE BARGAINING AGREEMENT.**

**WHEREAS**, the City and the Kingsville Professional Firefighter's Association, IAFF Local #2390 (Fire 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 civil service positions in the Fire 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.

1.

**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
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**Fund 001 General Fund**

<u>Capital</u>					
2-000.0 Fund Balance	- Fund Balance (FY 2014)	610.0			\$11,711 <u>\$11,711</u>
<u>Expenditures</u>	(See attached spreadsheet for specific department coding)				
5- 220.0 Fire-	Salaries	111.00		\$ 77,572	
5- 220.0 Fire-	Overtime-Holiday Buyback	112.50		\$(91,306)	
5- 220.0 Fire-	TMRS	114.00		\$ 11,130	
5- 220.0 Fire-	TMRS-Holiday Buyback	114.50		\$(10,218)	
5- 220.0 Fire-	FICA	115.00		\$ 7,610	
5- 220.0 Fire-	FICA-Holiday Buyback	115.50		\$(6,984)	
5- 220.0 Fire-	Worker's Comp.	117.00		\$ 1,828	
5- 220.0 Fire-	Educational Incentive	119.00		\$ (601)	
5- 220.0 Fire-	Certification Pay	122.00		\$ 22,500	
5- 220.0 Fire-	Life Insurance	123.00		\$ <u>180</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 with the Fire Union.]

$$\frac{1}{2}$$

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

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**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 18th day of November, 2013.

**PASSED AND APPROVED** on this the \_\_\_\_ day of \_\_\_\_\_, 2013.

EFFECTIVE DATE: \_\_\_\_\_

**Sam R. Fugate, Mayor**

ATTEST:

**Mary Valenzuela, City Secretary**

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

EMPLOYEE

deducted by this amount

\$	77,572.00
\$	(91,307.00)
\$	(1.00)
\$	1,130.00
\$	(1.00)
\$	(10,218.00)
\$	7,609.00
\$	(1.00)
\$	(6,985.00)
\$	1.00
\$	1,828.00
\$	(501.00)
\$	2,500.00
\$	180.00
\$	(1,706.00)

## **AGENDA ITEM #8**

ORDINANCE NO. 2013-

AN ORDINANCE AMENDING THE FISCAL YEAR 2013-2014 BUDGET FOR THE UTILITY  
FUND FOR WATER TREATMENT OPERATION TO SATISFY SEP AGREED TO BY  
TCEQ.

WHEREAS, it was unforeseen when the budget was adopted that there would be a need for  
funding for these expenditures this fiscal year.

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2013-  
2014 budget be amended as follows:

CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT

Dept. No.	Department Name:	Account Name:	Account Number:	Budget Increase	Budget Decrease
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**Fund 51 Utilities Fund**

Capital

2 Fund Balance	Unreserved Fund Bal.	610.00		\$ <u>10,318</u>	\$ <u>10,318</u>
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Expenses

5-700.1 North Plant	State Fees-TCEQ Penalties 321.10		\$ <u>10,318</u>		\$ <u>10,318</u>
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[To budget for Waste Water Treatment Operation Penalties and modified permit  
penalties imposed by TCEQ that is to be satisfied through an SEP. This item was initially  
approved for \$30,533 by City Commission on April 8, 2013 via Ordinance #2013-18.  
Subsequently, TCEQ lowered the amount due to \$10,318. In late October 2013, the TCEQ  
Commission approved the SEP at the lower amount. As no funds were expended for this  
item in the prior year's budget as planned and the amount due was subsequently reduced to  
of \$10,318, this item needs to be budgeted and paid this fiscal year.]

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 18th day of November, 2013.

PASSED AND APPROVED on this the 25th day of November, 2013.

EFFECTIVE DATE: \_\_\_\_\_

\_\_\_\_\_  
Sam R. Fugate, Mayor

ATTEST:

\_\_\_\_\_  
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Courtney Alvarez, City Attorney



## ***Engineering Department***

361-595-8007  
361-595-8035 Fax

DATE: November 12, 2013  
TO: City Commission through City Manager  
FROM: Juan Carlos Cardenas, Director of Public Works/City Engineer  
SUBJECT: FY2014 Utility Fund Budget Amendment (Fund 051)

### **SUMMARY**

This item authorizes a budget amendment to the FY2014 Utility Fund (051) for TCEQ on a revised agreement of the SEP for Water or Wastewater Treatment Assistance.

### **BACKGROUND**

Texas Commission on Environmental Quality conducted an investigation on October 1 through October 9, 2012 for the City's wastewater effluent compliance. They documented several violations that were primarily reporting in nature and an unauthorized discharge of untreated wastewater caused by a broken sewer collection line at the intersection of Lee Avenue and 17<sup>th</sup> Street that allegedly killed approximately 33 fish in Tranquitas Creek. The preliminary penalty assessment was \$30,533 in the agreed order, so a budget amendment was approved in FY13 for this amount but was not expended in that fiscal year. Subsequently, through negotiations, TCEQ lowered the penalty amount to \$10,318. In late October 2013, the TCEQ Commission approved an Agreed Order for the City to have an SEP done for \$10,318. The City now needs to budget for this item.

#### **Fund (051) – Utility Fund:**

Original Adopted Budget: (700.1-321.10) \$00.00  
Requested Budget Amend Increase: \$10,318.00  
New Budget FY14: (700.1-321.10) \$10,318.00

### **RECOMMENDATION**

Staff recommends proceeding with approval of the proposed budget amendment.

### **FINANCIAL IMPACT**

State Fees-TCEQ Penalties will reduce unreserved utility fund balance. A detail of the Utility Fund Budget Amendment request is mentioned above.

Approved

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Vincent Capell, City Manager

# **AGENDA ITEM #9**



# **AGENDA ITEM #10**

RESOLUTION # 2013-\_\_\_\_\_

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A COMPROMISE AND SETTLEMENT AGREEMENT IN CAUSE NO.11-058-D PENDING IN THE 105<sup>TH</sup> DISTRICT COURT; 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 execute a Compromise and Settlement Agreement in a matter styled Guadalupe O. Mendoza, et al. v. City of Kingsville; Cause No. 11-058-D; 105<sup>th</sup> District Court, Kleberg County, Texas 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  
\_\_18th\_\_ day of \_\_November\_\_, 2013.

\_\_\_\_\_  
Sam R. Fugate, Mayor

ATTEST:

\_\_\_\_\_  
Courtney Alvarez, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Courtney Alvarez, City Attorney

# **AGENDA ITEM #11**

ORDINANCE NO. 2013-

**AN ORDINANCE AMENDING THE FISCAL YEAR 2013-2014 BUDGET FROM THE GENERAL FUND 001 FUND BALANCE FOR CITY SPECIAL TO COVER ATTORNEY FEES.**

**WHEREAS**, it was unforeseen when the budget was adopted that there would be a need for funding for these expenditures this fiscal year.

I.

**BE IT ORDAINED** by the City Commission of the City of Kingsville that the Fiscal Year 2013-2014 budget be amended as follows:

CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT

Dept. No.	Department Name:	Account Name:	Account Number:	Budget Increase	Budget Decrease
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<b>Fund 001</b>	<b>General Fund</b>				
<u>Capital</u>					
2	Fund Balance		610.00		\$10,000
					<u>\$10,000</u>

<u>Expenses</u>					
5-103.0 City Special	Attorney Fees/Court Costs	327.00		\$10,000	
				<u>\$10,000</u>	

[A tentative settlement agreement has been reached in a pending suit, which includes \$10,000 for attorney fees to come from fund balance leftover from the prior fiscal year. It is the recommendation of the City Attorney that this settlement agreement would be in the best interest of the City.]

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 \_\_\_\_ day of November. 2013.

**PASSED AND APPROVED** on this the \_\_\_\_ day of \_\_\_\_, 2013.

**EFFECTIVE DATE:** \_\_\_\_\_

\_\_\_\_\_  
Sam R. Fugate, Mayor

**ATTEST:**

\_\_\_\_\_  
Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Courtney Alvarez, City Attorney