

# ***City of Kingsville, Texas***

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## **AGENDA CITY COMMISSION**

**MONDAY, DECEMBER 8, 2014  
REGULAR MEETING**

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

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

#### **OPEN MEETING**


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

**MINUTES OF PREVIOUS MEETING(S) – Required by Law**  
Special Meeting – December 1, 2014

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

1. NONE.

APPROVED BY:

  
\_\_\_\_\_  
Vincent J. Capell  
City Manager

### **II. 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."*

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

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

### **IV.**

**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being discussed separately unless requested by a Commission Member in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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 2014-2015 General Fund Budget for membership into the Texas Mayors of Military Communities. (Director of Finance).
2. Motion to approve final passage of an ordinance amending the Fiscal Year 2014-2015 Municipal Court Technology Fund Budget for technology purchases in FY 14-15. (Director of Finance).
3. Motion to approve a resolution authorizing the release of Chapter 59 Funds of the Kingsville Police Department for donation to the Kingsville Amateur Boxing Club, Inc. for a drug and alcohol prevention program. (Chief of Police).
4. Motion to approve a resolution authorizing the release of Chapter 59 Funds of the Kingsville Police Department for donation to the Communities in Schools for a drug and alcohol prevention program. (Chief of Police).

**REGULAR AGENDA**

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

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

5. Consider a resolution authorizing the City Manager to enter into a Golf Course Effluent Water Agreement between the City of Kingsville and Kleberg County. (City Attorney).
6. Consider a resolution authorizing the Mayor to enter into an Interlocal Cooperation Agreement between the City of Kingsville- Kingsville Specialized Crimes and Narcotics Task Force and the Cameron County Sheriff's Office for Law Enforcement Services. (Task Force Commander).
7. Consider approval of new City seal/logo. (Director of Tourism).
8. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances by amending Section 15-1-172, providing for collection of attorney's fees and court costs with lien foreclosure suits. (City Attorney).
9. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances by amending Section 9-7-5, providing for collection of attorney's fees and court costs with lien foreclosure suits. (City Attorney).
10. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances by amending Section 3-10-37, providing for collection of attorney's fees and

court costs with lien foreclosure suits and updating who receives payments. (City Attorney).

11. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances by adopting Section 3-10-60, providing for collection fees on delinquent debts to City, including attorney's fees and court costs. (City Attorney).

## VII. Adjournment.

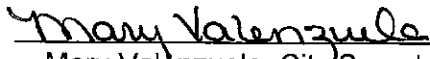
1. No person's comments shall exceed 5 minutes. Cannot be extended by Commission.
2. No person's comments shall exceed 5 minutes without permission of majority of Commission.
3. Comments are limited to 3 minutes per person. May be extended or permitted at other times in the meeting only with 5 affirmative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

December 4, 2014 at 10:00 A.M. and remained so posted continuously for at least 72 hours proceeding the schedule time of said meeting.

  
Mary Valenzuela, City Secretary  
City of Kingsville, Texas

This public notice was removed from the official posting board at the Kingsville City Hall on the following date and time: \_\_\_\_\_

By: \_\_\_\_\_  
City Secretary's Office  
City of Kingsville, Texas

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

DECEMBER 1, 2014

**A SPECIAL MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, DECEMBER 1, 2014 IN THE HONORABLE ROBERT H. ALCORN COMMISSION CHAMBERS 200 EAST KLEBERG AVENUE AT 4:00 P.M.**

**CITY COMMISSION PRESENT:**

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

**CITY STAFF PRESENT:**

Vince Capell, City Manager  
Mary Valenzuela, City Secretary  
Courtney Alvarez, City Attorney  
David Mason, Purchasing/IT Director  
Deborah Balli, Finance Director  
Tom Ginter, Director of Planning & Development Services  
Leo Alarcon, Tourism Director  
Emilio Garcia, Health Director  
Susan Ivy, Parks & Recreation Manager  
Charlie Cardenas, Public Works Director/City Engineer  
Ricardo Torres, Chief of Police  
Bill Donnell, Assistant Public Works Director  
Melissa Perez, Risk Manager  
Diana Gonzales, Human Resources Director

**I. Preliminary Proceedings.**

**OPEN MEETING**

Mayor Fugate called the meeting to order in the Robert H. Alcorn Commission Chamber at 4:00 p.m. and announced quorum with all five Commission members present.

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

Mayor Fugate announced that unless there were any objections, he would like to waive these proceedings. No objections were made.

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

Regular Meeting – November 24, 2014

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

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

1. NONE.

**II. 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, announced that the next regular City Commission meeting is scheduled for Monday, December 8, 2014 and a special City Commission meeting scheduled for Monday, December 15, 2014.

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

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

No public comments were made at this time.

### **IV. Consent Agenda**

#### **Notice to the Public**

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

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

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

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

1. **Motion to approve final passage of an ordinance amending the Fiscal Year 2014-2015 CO Series 2011-Utility Fund 006 Budget for the completion of constructing water well #25 pump house and ground storage tank. (Director of Finance).**

#### **REGULAR AGENDA**

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

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

2. **Consider introduction of an ordinance amending the Fiscal Year 2014-2015 General Fund Budget for membership into the Texas Mayors of Military Communities. (Director of Finance).**

Mrs. Deborah Balli, Finance Director, reported that this item was not a budgeted item in the Fiscal Year 2014-2015. The amount to pay for this membership will come from fund balance.

Mayor Fugate reported that this group consists of Mayors from cities that have a military base installation within their city. The group built an alliance of Mayors to help protect their military bases from BRAC closures. There are 12 communities in Texas that have military installations to which the cities are banding together to lobby and promote our bases and trying to get the state to provide funds to help BRAC proof the military installations. Fugate further stated that the Governor of Texas budgeted \$30,000,000.00 for military value projects in the various bases. Fugate also mentioned that what makes this appealing is there are some major cities involved within alliance. Mayor Fugate further stated that he would need to give credit to the Mayor of Killeen, TX for creating this group.

Introduction item.

**3. Consider introduction of an ordinance amending the Fiscal Year 2014-2015 Municipal Court Technology Fund Budget for technology purchases in FY 14-15. (Director of Finance).**

Mrs. Balli reported that due to an oversight the Municipal Court Technology Fund expenditures were left out of the Fiscal Year 2014-2015 Adopted Budget. Municipal Court is requesting funding from the Technology Fund to cover the costs of replacing a copier and DVR in the Municipal court office, court notification calls and month software maintenance fees.

Introduction item.

**4. Workshop to discuss the proposed changes to City seal, logo, branding, wayfinding. (Director of Tourism).**

Mr. Vince Capell, City Manager, reported that once the City Commission adopts the new logo, it will be updating everything from stationary, business cards to emblems. The city wants to be sure that the local public and those to which we are trying to attract to our community know where we are located which will prompt them to look into what Kingsville has to offer. A city slogan is also being looked into and will be asking the Commission for their thoughts on this as well. Mr. Capell further stated that with all the variations of the logo and slogan can create some confusion. Once it is decided what the logo will look like, it will be enforced to be used as adopted. No changes are to be made to the logo without the approval of the City Commission.

Mr. Leo Alarcon, Tourism Director, reported that in late September it was mentioned to him to begin the work on a new city logo. The logo being proposed today comes from several buildings throughout the city such as the old H.M. King High School, and the tower from Texas A&M University-Kingsville.

Some discussion took place regarding the similarity of the proposed city logo to that of Texas A&M University-Kingsville. Several handouts with pictures were given to the City Commission.

The City Commission commented on some of the changes they would like to see implemented into the proposed new City logo. They would like to see the dome on the tower colored in gold and change the palm to the left side of the logo and replace it with a cactus. It was further requested that the star at the end of the horseshoe be changed to a different color or change the outline of it.

Commissioner Pecos stated that he would like to see a sample of a decal that would be used on a police unit or made into a patch for city uniforms.

Mr. Jonathan Swindle of HiRise presented to the Commission a PowerPoint presentation of billboard mockups and way-finding signage that utilize the proposed city logo.

Mr. Capell commented that during one of his staff meetings, he presented the proposed city logo and received some good feedback from staff. He further stated that he would also like to create a slogan for Kingsville, as there are several slogans now.

The City Commission further commented favorably on the new proposed city logo, but would still like to see the requested changes before making a final decision.

**VII. Adjournment.**

There being no further business to come before the City Commission, the meeting was adjourned at 5:00 P.M.

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Sam R. Fugate, Mayor

**ATTEST:**

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Mary Valenzuela, TRMC, City Secretary



# **PUBLIC HEARING(S)**

# **CONSENT AGENDA**

# **AGENDA ITEM #1**

**ORDINANCE NO. 2014-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2014-2015 GENERAL FUND BUDGET FOR MEMBERSHIP INTO THE TEXAS MAYORS OF MILITARY COMMUNITIES.**

**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 2014-2015 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**

Capital

2		Unreserved Fund Balance	61002		<u>\$3,165</u>
					<u>\$3,165</u>

Expenses

5-1030 City Special	Prf Svc-Gr Kvl Economic Dev	31455		<u>\$3,165</u>	
				<u>\$3,165</u>	

To amend the FY 14-15 General Fund budget for membership into the Texas Mayors of Military Communities.

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 1<sup>st</sup> day of December, 2014.

**PASSED AND APPROVED** on this the \_\_\_ day of \_\_\_\_\_, 2014.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**Minutes**  
**Texas Mayors of Military Communities**  
**October 2, 2014 – 8:00 a.m.**  
**TML Annual Conference and Exhibition**  
**George R. Brown Convention Center**  
**Room 370 (Level 3)**

**1. Call to Order**

**2. Consider Minutes of September 8 Meeting.**

A copy of the minutes were unavailable, the minutes will be approved in the next meeting.

**3. Finances.**

TML staff updated the organization of current finances. All current funds are listed below.

Corpus Christi: \$500

Texarkana: \$250

Chamber of Commerce Abilene: \$1000

**Total : \$1750**

**4. Budget Committee Update.**

Chairman Corbin distributed and explained four city contribution options. There will be twelve primary cities (based on military installation locations) responsible for a sum. The other surrounding cities are categorized under its primary base city and its contribution will be allocated under the primary city. Using the economic output of each base, a contribution figure was produced (see attached excel sheet.) There will be a ninety-day payment period from the next meeting in November.

There was discussion on how the organization shall vote and make key decisions, TML staff will prepare and present bylaws of the organization before the next meeting.

Jeff Coyle, Director of Intergovernmental Relations, San Antonio moved to adopt the Alternative Contribution Number 3. Scott Cosper, Mayor, Killeen seconded and the motion was unanimously adopted.

**5. Lobbyist Update.**

The Budget Committee asked Focused Advocacy to attend the meeting to discuss representation during the 84<sup>th</sup> Texas Legislature. Brandon Aghamalian, Snapper Carr, and Curtis L. Seidlits, Jr. were available to discuss questions or concerns from the organization. Emma Acosta, Councilmember, El Paso motion to hire Focused

Advocacy in a sum of \$50,000 in the effort of seeking \$150 million in appropriations to fund the Defense Economic Adjustment Assistance Grant Program. Tom Tagliabue, Director of Intergovernmental Relations, Corpus Christi seconded and the motion was unanimously adopted.

**6. Legislative Meetings and Project List.**

Nelda Martinez, Mayor, Corpus Christi and Dan Corbin, Chairman discussed meetings held with Speaker Strauss, Senator Eltife, and staff of Senator Birdwell and Senator Jane Nelson. Legislators and staff asked how the communities would facilitate the \$150 million. It is imperative the organization have a list of projects that encompass how each community would use the granted funds. Thus, each city must send a list of three projects to JJ Rocha at [jj@tml.org](mailto:jj@tml.org) by October 16, 2014 detailing how the community will use the funds.

**7. Set date, time, and location of next meeting.**

The next meeting will be held on November 17, 2014 at 10:00 a.m. in the First Floor Conference Room at the Texas Municipal Center.

# **TEXAS MAYORS OF MILITARY COMMUNITIES BYLAWS**

## **ARTICLE I**

These bylaws constitute the code of rules adopted by the Texas Mayors of Military Communities for the regulation and management of its affairs.

## **ARTICLE II**

### **Purpose**

The purpose of the Texas Mayors of Military Communities is to educate the legislature and public about the needs and benefits of communities that contain military installations.

The aforementioned is to be accomplished through dissemination of factual information based on nonpartisan analysis, study, and research by broadcast, print materials, social media, and other electronic formats. Educational materials will stress the following features of Texas communities of military communities: the need to invest in initiatives to protect, preserve, and enhance the military value of Texas installations and the jobs that are vital to those communities.

Notwithstanding any other provision in these Articles, the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt under Section 501 (c) (4) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended. Alternatively, the Corporation shall have the power to, and shall, conduct and carry on any activities required to be conducted or carried on in order to acquire and maintain a determination that it is an organization exempt under Section 501 (c) (4), or successor Section, of the Internal Revenue Code and the Regulations thereunder as they now exist or as they may hereafter be amended.

## **ARTICLE III**

### **Board of Directors**

#### **(1) Powers**

The Board of Directors (Directors) of this Corporation is vested with the management of the business and affairs of this Corporation, subject to the Texas Business Organizations Code, the Certificate of Formation, and these bylaws. The Board may present items to the membership for vote.



(2) **Qualifications**

Directorships shall not be denied to any person on the basis of race, creed, sex, religion, or national origin. Employees of the Corporation are ineligible to serve on the Board of Directors.

(3) **Number of Directors**

The Board of Directors will consist of five Directors. Upon majority resolution of the Board of Directors, the number of Directors may be increased or decreased from time to time, but in no event shall a decrease have the effect of shortening the term of an incumbent Director, or decreasing the total number of Directors to less than five Directors. Until the first meeting for electing the Directors occurs, the initial Board of Directors shall consist of the persons listed in the Certificate of Formation as constituting the initial Board.

(4) **Term of Directors**

Directors shall serve terms of two years. Each term will begin on July 1 of the year at which each Director is elected and last until June 30 two years after the election to coincide with the Corporation's fiscal year.

(5) **Election of Directors**

Elections for Directors filling expired terms shall be held at the last meeting of the fiscal year. Any Directorship to be filled by reason of an increase in the number of Directors shall be filled at the next regular meeting of the Board of Directors or at a special meeting called for that purpose. When a re-appointment or replacement is made, the re-appointment or replacement shall be considered effective on the date that the prior term expired (i.e., the new term does not begin on the date of the election). Board members whose terms have expired may continue serving until they are either re-appointed or until their successors are chosen.

(6) **Resignation**

Any Director may resign at any time by delivering written notice to the Secretary/Treasurer or President of the Board of Directors. Such resignation shall take effect upon receipt or, if later, at the time specified in the notice.

(7) **Removal**

Any Director may be removed without cause, at any time, by a majority of the entire Board of Directors, at a Regular or Special Meeting called for that purpose. Any Director under consideration of removal must first be notified about the consideration by written notice at least five days prior to the meeting at which the vote takes place.

(8) **Vacancies**

Vacancies shall be filled by majority vote of the remaining members of the Board of Directors, though less than a quorum, and the Director filling the vacancy shall serve for the remainder of the term of the Directorship that was vacated. Vacancies shall be filled as soon as practical. Any Director may make nominations to fill vacant Directorships.

(9) **Compensation**

Directors shall not receive any salaries or other compensation for their services but, by resolution of the Board of Directors, may be reimbursed for any actual expenses incurred in the performance of their duties for the Corporation, as long as a majority of disinterested Board of Directors approve the reimbursement. The Corporation shall not loan money or property to, or guarantee the obligation of, any Director.

**ARTICLE IV**

**Committees**

(1) **Executive Committee**

The President, Vice President, and Secretary/Treasurer of the Corporation shall constitute the Executive Committee. The Executive Committee shall have the authority to act on behalf of the Corporation in between Regular Meetings of the Board of Directors. The Board of Directors must validate the actions of the Executive Committee at its next Regular or Special Meeting. Any such action not so validated will not be legally binding on the Corporation. The President shall act as chairperson of the Executive Committee. A majority of the Executive Committee shall constitute a quorum for the transaction of business, and all decisions shall be by majority vote of those present.

(2) **Additional Committees**

The Board of Directors may from time to time designate and appoint additional standing or temporary committees by majority vote of the Board of Directors. Such committees shall have and exercise such prescribed authority as is designated by the Board of Directors. The Directors may authorize these committees to exercise any powers, responsibilities, and duties consistent with the Certificate of Formation and these bylaws.

**ARTICLE V**

**Board Meetings**

(1) **Place of Board Meetings**

Regular and Special Meetings of the Board of Directors will be held at any place that the President may designate within the State of Texas.

(2) **Regular and Special Meetings**

Regular Meetings of the Board of Directors shall be held annually in June, or more frequently as deemed necessary by the Board of Directors. Special Meetings may be

called by the President or any three Directors. An orientation meeting will be held each year for the new members of the Board of Directors.

**(3) Notice of Board Meetings**

Notice of the date, time, and place of Regular Meetings shall be given to each Board member by regular mail, telephone (including voice mail), facsimile, or email no less than 30 days prior to the meeting. Notice of the date, time, and place of special meetings shall be given to each Board member using the same methods, but with no less than 10 days notice prior to the meeting, with the exception of Special Meetings held to amend the Certificate of Formation or bylaws, for which a 45-day written notice by mail or facsimile shall be required specifying the proposed amendment.

**(4) Waiver of Notice**

Attendance by a Director at any meeting of the Board of Directors for which the Director did not receive the required notice will constitute a waiver of notice of such meeting, unless the Director objects at the beginning of the meeting to the transaction of business on the grounds that the meeting was not lawfully called or convened.

**(5) Quorum**

A majority of the incumbent Directors (not counting vacancies) shall constitute a quorum for the purposes of convening a meeting or conducting business. At Board meetings where a quorum is present, a majority vote of the Directors attending shall constitute an act of the Board, unless a greater number is required by the Certificate of Formation or by any provision of these bylaws.

**(6) Actions without a Meeting**

Any action required or permitted to be taken by the Board of Directors under the Texas Non-Profit Corporation Act, the Certificate of Formation, and these bylaws may be taken without a meeting, if a majority of the Directors individually and collectively consent in dated and signed writing, setting forth the action to be taken. Such written consent shall have the same force and effect as a unanimous vote of the Board. Notice of the taking of an action by directors without a meeting by less than unanimous written consent shall be given to each director or committee member who did not consent in writing to the action.

**(7) Telephonic and Electronic Communication**

Any and all Directors may participate in a meeting of the Board of Directors by means of conference telephone, or by any other means of communication by which all Directors participating in the meeting are able to hear each other at the same time. Such participation shall constitute the presence in person by such Directors at such meeting. A written record shall be made of all actions taken at any meeting conducted by means of a conference telephone or other means of communication. Directors may also meet and vote via electronic means such as e-mail so long as the identity of each Director is made clear in the means of voting.

(8) **Proxy Voting Prohibited**

Proxy voting is not permitted.

(9) **Meeting Absence**

If a Director is absent from a duly called meeting between July 1 of one year and June 30 of the following year without being excused by action of the Board, the member may be disqualified from serving as a Board member. An absence is only excused if: (a) the absent Board member informed the President or Secretary/Treasurer of his/her absence and the reason for his/her absence in advance; and (b) the Board voted to excuse the absence.

**ARTICLE VI**

**Officers**

(1) **Roster of Officers**

The Corporation shall have a President, Vice President, and Secretary/Treasurer. The Corporation may have, at the discretion of the Board of Directors, such other officers as may be appointed by the Directors.

(2) **Election and Removal of Officers**

All officers shall serve one-year terms. The election shall be conducted at the Board of Directors' first meeting of the fiscal year and following the election of the new Board of Directors filling expired terms, or as soon as practical thereafter. Officers shall remain in office until their successors have been selected. Officers may serve consecutive terms without limit. The election of officers shall be by majority vote of the Board of Directors attending the meeting.

(3) **Vacancies**

If a vacancy occurs during the term of office for any elected officer, the Board of Directors shall elect a new officer to fill the remainder of the term as soon as practical, by majority vote of Directors present.

(4) **President**

\* The President will supervise and control the affairs of the Corporation and shall exercise such supervisory powers as may be given him or her by the Board of Directors.

\* The President will perform all duties incident to such office and such other duties as may be provided in these bylaws or as may be prescribed from time to time by the Board of Directors. The President shall preside at all Board meetings and shall exercise parliamentary control in accordance with Robert's Rules of Order.

- \* The President shall, with the advice of the Board of Directors and in accordance with the requirements of these bylaws, set the agenda for each meeting of the Board of Directors.

**(5) Vice President**

- \* The Vice President shall act in place of the President in the event of the President's absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.
- \* The Vice President shall serve as the parliamentarian and interpret any ambiguities of the bylaws.

**(6) Secretary/Treasurer**

- \* The Secretary/Treasurer will perform all duties incident to the office of Secretary/Treasurer and such other duties as may be required by law, by the Certificate of Formation, or by these bylaws.
- \* The Secretary/Treasurer shall attest to and keep the bylaws and other legal records of the Corporation, or copies thereof, at the principal office of the Corporation.
- \* The Secretary/Treasurer shall take or ensure that someone takes minutes of all meetings of the committees and Board of Directors, and shall keep copies of all minutes at the principal office of the Corporation.
- \* The Secretary/Treasurer shall ensure that all records of the Corporation, minutes of all official meetings, and records of all votes, are made available for inspection by any member of the Board of Directors at the principal office of the Corporation during regular business hours.
- \* The Secretary/Treasurer will have charge and custody of all funds of the Corporation, will oversee and supervise the financial business of the Corporation, and will render reports and accountings to the Directors as required by the Board of Directors.
- \* The Secretary/Treasurer and the staff of the Corporation shall devise a plan providing for the acceptance and disbursement of all funds of the Corporation that shall be approved by the Board of Directors.
- \* The Secretary/Treasurer, with the approval of the Board of Directors, shall set up all checking, savings, and investment accounts of the Corporation and deposit all such funds in the name of the Corporation in such accounts.
- \* The Secretary/Treasurer's signature shall be the authorized signature for all checking, savings, and investment accounts of the Corporation, unless the Secretary/Treasurer, with the approval of the Board of Directors, designates another member of the Board of Directors or employee of the Corporation as the authorized signatory for a particular type of disbursement.
- \* The Secretary/Treasurer shall prepare a monthly report for the Board of Directors, providing an accounting of all transactions and of the financial conditions of the Corporation.
- \* The Secretary/Treasurer shall keep all financing records, books, and annual reports of the financial activities of the Corporation at the principal office of the Corporation and

make them available at the request of any Director or member of the public during regular business hours for inspection and copying.

- \* In the case of the absence or disability of the Secretary/Treasurer, or the Secretary/Treasurer's refusal or neglect to fulfill the duties of Secretary/Treasurer, the Vice President shall perform the functions of the Secretary/Treasurer.

## **ARTICLE VIII**

### **Members**

The Corporation will have members consisting of cities. Each member city shall have one vote on matters brought before the membership by the board of directors.

## **ARTICLE IX**

### **Rules of Procedure**

The proceedings and business of the Board of Directors shall be governed by Robert's Rules of Parliamentary Procedure, unless otherwise provided herein.

## **ARTICLE X**

### **Executive Director**

The Board of Directors may, upon resolution, appoint an Executive Director to serve at the Board's discretion and to carry out whatever tasks the Board from time to time resolves. The Executive Director may be paid an annual salary set by the Board of Directors. Subject to such supervisory powers as are vested in the Board of Directors, the Executive Director shall supervise, direct, and control the business of the Corporation and actively manage its business, and shall have such other powers and duties as may be prescribed by the Board of Directors or by these bylaws.

The Executive Director may engage in negotiations involving commitments of the resources of the Corporation or the acceptance of money or resources by the Corporation in furtherance of the purposes of the Corporation as set out in the Articles of Incorporation and these bylaws. The Executive Director shall generally be expected to attend all meetings of the Board of Directors and meetings of the general membership.

## **ARTICLE XI**

### **Operations**

**(1) Execution of Documents**

Unless specifically authorized by the Board of Directors or as otherwise required by law, all final contracts, deeds, conveyances, leases, promissory notes, or legal written instruments executed in the name of and on behalf of the Corporation shall be signed and executed by the Secretary/Treasurer (or such other person designated by the Board of Directors), pursuant to the general authorization of the Board. All conveyances of land by deed shall be signed by the President or two other members of the Executive Committee and must be approved by a resolution of the Board of Directors.

**(2) Records**

The Corporation will keep correct and complete records of account and will also keep minutes of the proceedings of the Board meetings and committees. The Corporation will keep at its principal place of business the original or a copy of its bylaws, including amendments to date certified by the Secretary/Treasurer of the Corporation.

**(3) Inspection of Books and Records**

All books and records of this Corporation may be inspected by any Director for any purpose at any reasonable time on written demand.

**(4) Loans to Management**

The Corporation will make no loans to any of its Directors or Officers.

**(5) Amendments**

The Board of Directors may adopt amendments to the Certificate of Formation by a vote of two-thirds of Directors present at a meeting where a quorum is present. The bylaws may be amended at any time by a vote of the majority of Directors at a meeting where a quorum is present.

**(6) Fiscal Year**

The fiscal year for the Corporation will be July 1 to June 30.

**(7) Audit**

The Secretary/Treasurer shall ensure that an audit of the Corporation shall be prepared annually and shall give a financial report at the annual meeting of the Board.

### **CERTIFICATION**

I hereby certify that these bylaws were adopted by the Board of Directors of the Texas Mayors of Military Communities at its meeting held on \_\_\_\_\_.

\_\_\_\_\_  
Secretary/Treasurer



# Texas Mayors of Military Communities Project List

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## FORT BLISS

### El Paso

- **Boots to Jobs**

Scope: (1) match employer demand for specific jobs to the military talent pipeline, (2) identify the gap between the employee skill-set and the employer need, and (3) direct prospective employees to community resources to “fill the gap”, including certification programs, traditional 2-4 year degree programs, and customized training. Boots to Jobs will use social media and a web portal to step thru the process and engage with counseling, mentoring using a 1 to 1 model supported by easy to use video technology. The goal is a scalable, sustainable, replicable project. The Boots to Jobs blueprint will be offered to all interested cities in Texas.

Estimated project cost: \$2.5 million for program management, hardware, software, implementation support, marketing, and training. Software includes analytics to measure progress real time and a feedback processes so that participating military can help us continuously improve and streamline.

- **Expansion of the Kay Bailey Hutchison Desalination Plant**

Scope: Provide additional brackish water, treatment skid, and concentration management to expand capacity 10 MGD for a total of 37.5 MGD.

Estimated project cost: \$27 million (\$10 million for additional brackish water, \$12 million for additional treatment skid, and \$5 million for additional injection well and/or high lift pumping)

- **Ft. Bliss Microgrid**

Scope: Ft. Bliss energy security is a primary concern for the U.S. Army and National Defense. Microgrids are a potential solution to integrate other generation sources, such as gas/diesel generators, solar photovoltaic arrays, and energy storage batteries, into a controlled grid that can sustain power to critical facilities in the event of grid wide blackouts. Additional benefits include potentially supporting El Paso Electric's grid load factor and energy management to produce the most advanced, robust, and smart grid for the 21<sup>st</sup> century. The City of El Paso, along with El Paso Electric, Rio Grande Electric COOP, and Fort Bliss will study the implementation of a microgrid on Fort Bliss that could integrate all eleven energy service points and generation sources.

Estimated project cost: \$1 million for a to fund a study by El Paso Electric and Rio Grande Electric COOP to analyze existing infrastructure and generation assets on Ft. Bliss. Analysis would include any planned future upgrades to the distribution or transmission grid, solutions for control and curtailment of solar generation assets, power conditioning, long term outage planning, and backup power requirements. The study would leverage information already developed in support of electrical grid operations at Ft. Bliss.

- **No D.U.I. El Paso**

Scope: No D.U.I. El Paso is a nonprofit run by Ft. Bliss soldiers dedicated to assisting the Armed Forces accomplish its mission of eliminating Drinking and Driving and S.H.A.R.P. violations as a result of alcohol for Fort Bliss off-duty military personnel and citizens of the El Paso area. No D.U.I. provides designated drivers to anybody in the City of El Paso for free. They also transport the patron's vehicle to his/her residence. After its first year of operations, No D.U.I. contributed to a 25.2% decrease in DWI's on Fort Bliss, Texas and a 61.3% decrease in Alcohol Related Traffic Fatalities on El Paso roadways. No D.U.I. relies completely on volunteers and donations. Costs to adequately and fully fund the program include vehicle maintenance for volunteers, reimbursement for gas for volunteers, background checks and insurance for volunteers, and mobile dispatch units so that volunteers can reach patrons more efficiently and quickly. The program is seeking to expand to Ft. Hood in 2015 and is replicable for all bases in Texas.

Estimated project cost: \$200,000 (\$100,000 per year)

## **FORT HOOD**

### **Belton**

Regional Recycling Facility at a location that serves all of Central Texas. The ultimate facility would likely cost up to \$10M, \$2.5M to start, but would be substantially privately funded. An allocation of \$1.0M would be an investment that could facilitate the commitment of private capital. Land is available for this facility.

### **Copperas Cove**

- Future Fire Station 4 – The City completed a Station Location Study in 2010 and received land from the Copperas Cove EDC by deed in 2013. The station will be a Fire Station with a Police Sub Station located on the far east end of the City (Narrows Business & Technology Park) and is planned to provide greater support to Fort Hood for emergency response. A Needs Assessment was completed by Brinkley Sargent Architects in 2013 and is intended to support the City's growth needs through 2033. Total square footage is estimated to be 24,409 and 2014 Construction estimate is \$7,262,400.

- **Regional Single Stream Recycling Program (SSR).** The City is a member of the Cen-Tex Sustainable Communities Partnership with Fort Hood, City of Killeen, City of Gatesville and City of Harker Heights. The Partnership was formed in 2010 and set a top goal to develop and implement a regional SSR program. The City has implemented an phased-in SSR program and expects to have the program completely implemented to all residences by the end of FY 2015. Should the regional SSR Program occur, the City would incur costs to expand the current program.
- **Effluent Water Project.** The Cen-Tex Sustainable Communities Partnership has also set a goal to implement the use of effluent water for irrigation purposes. The City implemented effluent irrigation of the City's municipal golf course in 2010 and desires to expand the effluent from the Northwest WWTP to irrigate the City Park located along FM 1113, 2 elementary schools and a Jr High campus to include a football stadium located off of Courtney Lane.
- **Alternate Water Source for Fort Hood and the City of Copperas Cove.** The Central Texas region experienced a water line break in the summer 2014 that caused a loss of water to the City of Copperas Cove and Fort Hood. After the event, it was determined several modifications could be made to improve the ability of Bell County Water Control Improvement District #1's capability of meeting the water needs of Fort Hood and Copperas Cove with modifications to Pump Station #6.
- **Fort Hood Training land.** The City and Copperas Cove EDC are working to acquire land for a future land swap with Fort Hood that will provide additional land to meet the training needs of Fort Hood.

## **Gatesville**

The City of Gatesville offers the following potential project. Construction of a 1,000,000 gal per day wastewater plant (Approx. \$10M) on North Fort Hood (NFH) that we would be operated by contract by The City of Gatesville.

**Background:** In 2007, the City of Gatesville assumed the treatment of the wastewater at NFH at the Army's request. This was done so that the facilities at North Fort Hood could be expanded. The City built a lift station at NFH, one additional lift station, and expanded one of the wastewater plants to support an increased flow 500,000 gal per day. The Army paid \$4M for this expansion. There is currently an Operational Readiness Training Center (ORTC) under construction, a \$52M MCA project that should be completed in March of 2015. Gatesville's expanded capacity can accommodate this ORTC. The Army now has plans to further expand the NFH facilities. They have indicated that perhaps one more ORTC, and possibly as many as five more, and possibly other additional facilities. Any significant additional expansion would exceed the capacity of the Gatesville system. A better solution would be to build a wastewater plant on NFH. DOD does not want to be in

the utility business and would not want to operate the plant. The City of Gatesville would operate it under contract like the current arrangement. I am willing to provide more on this as necessary, and will be willing to discuss it at the TML Meeting.

## **JOINT BASE SAN ANTONIO**

### **San Antonio**

The top three Joint Base San Antonio projects in priority order are the following:

1. Construct a new Dining facility at Camp Bullis to replace the temporary wooden facilities built in the 1930's. Funding request is **\$18.5M** to provide 36,705 sq ft of facility space to accommodate 1,650 personnel.
2. Construct a new Air Traffic Control Tower on the Kelly Annex of Lackland AFB. Existing control tower does not have an unobstructed view of the airfield and components are severely deteriorated. Funding request is **\$9.8M** to support over 4,000 operations per year.
3. Construct a new Commercial Gate at Randolph AFB that enhances security/safety through relocation of the existing gate outside the airfield clear zone and elimination of flying hazards. Funding for the project is **\$8.7M**.

## **LAUGHLIN AIR FORCE BASE**

### **Del Rio**

1. The Consolidated Airfield Drainage project is Laughlin's top military construction priority. The \$13 million project is needed to improve drainage and mitigate the risks of flooding at the airfield. Heavy rainfall causes flooding of flight line buildings, backs up sewage lines and threatens critical assets on the runway and taxiway. Flooding also contributes the accelerated deterioration of pavements.\
2. An Upgraded Main Gate (\$12.0M) at Laughlin is needed to meet current Anti-Terrorism Force Protection standards. The project would add two inbound lanes to reduce congestion and include a separate large vehicle inspection area to improve force protection. A new Visitor Center will be located outside the gate.
3. South West Texas Junior College – GROW YOUR OWN – Aviation Maintenance Certification Program . Project would help in the purchase of training equipment and supplies. Cost would be approximately (\$3.1M). We would also promote the program throughout a six-county region as well as offer scholarships. Counties where program would be promoted would include Val Verde, Kinney, Uvalde, Maverick, Zavala & Terrell Counties.

# NAVAL AIR STATION CORPUS CHRISTI AND CORPUS CHRISTI ARMY DEPOT

## CORPUS CHRISTI

*This list is not meant to be a FINAL list or a commitment by the City of Corpus Christi to support these specific projects. Things could change between now and September 2016 when and if funding is appropriated.*

Military Values Potential Projects		
Title	Scope of Work/Project Description	Estimated Budget (subject to change)
Sam Rankin Roadway Improvement	To improve access and flow to the Strategic Military Port at the Port of Corpus Christi, Sam Rankin Road needs to be reconstructed. This is similar to the North Port Avenue project that was originally funded by the TMPC loan. In partnership between the Port of Corpus Christi and the City of Corpus Christi, the road will be expanded to a 28-foot wide road section from Port Avenue to West Broadway Street to include curb and gutter, storm water drains, and subsurface storm water sewer system improving access to staging lots and the railyard adjacent to the road and leading to Dock 8, 14 or 15 on the south side of the Corpus Christi Ship Channel. Funding needed for engineering design, roadway construction and utilities work.	\$1,100,000.00
Cabaniss Clear Zone Land Purchase	To address encroachment concerns identified in the Joint Land Use Study (JLUS), private property in the Cabaniss Field Clear Zone outside of the city limits of Corpus Christi needs to be acquired. Approximately 51.85 acres are in the Clear Zone, but additional acreage owned by the private land owner may be acquired to prohibit incompatible development near Cabaniss Field.	\$1,700,000
NASCC South Gate Truck Lane	As part of Force Protection Initiative, there is a need for a separate truck lane at the South Gate of NASCC on NAS Drive. Funds are needed to plan, design, engineer, relocate utilities, and construct the required serpentine lane inside and outside the NASCC South Gate. NASCC will prepare planning document with specifications. Through an MOA with the City, the City would solicit bids for and oversee construction.	\$1,500,000
Electric Power line pole relocation	To address life safety concerns related to flight operations identified in the JLUS, it is necessary to relocate 6-8 power poles in the clear zone for Truax Field on NASCC to an area outside of the clear zone to eliminate an incompatibility with flight training operations.	\$500,000

North Gate repaving on Ocean Drive	To improve the most direct route to the Port of Corpus Christi, the North Gate entrance on Ocean Drive needs to be repaved. Mill and overlay the section of Ocean Drive from where city and state maintenance ends and federal property begins.	\$1,000,000
Fence Line Replacement	As part of Force Protection Initiative, replace various segments of security fence line around NASCC.	\$500,000
Replace Water Lines Inside NASCC	Aging water lines dating to the 1940s need to be replaced as they are critical to CCAD and the NASCC in the performance of their missions. CCAD uses the water in processes related to the repair and overhaul of helicopters and their components. NASCC needs the water to provide fire fighting capability. The infrastructure is aging and is not as reliable as required to meet these critical needs. NASCC estimates aging water lines should be routinely replaced over a period of years as funding becomes available.	\$5 million to \$20 million
Taxiway Expansion & Safety Enhancements	Widen an existing taxiway at Corpus Christi International Airport (CCIA) from 50-feet to 75-feet and construct fillets to improve safe transit of US Coast Guard (USCG) assets from CCIA taxiways to the USCG apron. Further enhances safety by moving all Coast Guard planes from NASCC to CCIA.	\$400,000
	<b>TOTAL</b>	<b>\$5,200,000</b>

#### Additional Potential Projects

Repair Apron Access Road, ST12-2042	Special Project to address sink holes and deteriorated condition on flight line – creates unsafe traffic pattern. Scope would include replacement of two large asphalt aprons that are unusable due to fuel trucks overloading and damaging surface.	\$3,000,000
P-450 Squadron Operations Facility for FY17	Addresses “red” classroom capability gap according to Global Shore Infrastructure Plan. Brings TW-4 onto flight line from deteriorated facility. Must occur before P-465 hangar project.	\$37,000,000
P-465 Consolidated Hangar for FY18	Demolishes H55 & 56 (currently in renovation to extend life for five years). Creates one-stop hangar for T6B/T44 and Contractor Operated and Maintained Base Supply facility.	\$53,000,000
Repair Airfield Facilities, ST 13-1782	CNRSE #1 Special Project for POM16 Includes paving, electrical infrastructure, lights, signs and markings. Initial portion: Mill and overlay of RWY 17/35, 04/22 and re-stripe Hold Short markings. Under discussion at CNIC for funding with FY14 funds (\$13M) Award planned for late September 2014.	\$40,000,000
Repair Fire Protection System H42, 51, 55, 56, 57 & 58, RM 12-2059	Originally a \$12M project, was broken into smaller projects. Three hangars funded for AFFF repairs in FY14 H57, 58 & 51 (and office space sprinklers only in H42) H42, 55 & 56 to be pursued in follow-on projects	\$6,000,000
	<b>TOTAL</b>	<b>\$139,000,000</b>

## NAVAL AIR STATION KINGSVILLE

### Kingsville

Title	Scope of Work/Project	Estimated Budget
Jogging/walking sidewalk	Construction of a five (5) foot sidewalk on Golf Course Rd adjacent to Hawk's Landing Navy Housing. The sidewalk would be on both side of the road, and run from Escondido Rd to Golf Course Rd, 1.07 miles (2.14 miles both directions). This includes ADA ramps and slopes but does not include lighting, trees and other aesthetics. This is a popular area for student pilots and their spouses to jog.	\$500,000
Drainage ditch	Lining the drainage ditch on General Cavazos St. along the fence line of Naval Air Station Kingsville. This will reduce maintenance cost and reduce access by city maintenance crews to the base for maintenance, adding the base security. The ditch is outside the city limits.	\$1,200,000
Land acquisition	Property located immediately north of NAS Kingsville is available to purchase from a local owner. Located on FM 2045, the 29.808 acre piece of land is directly in the flight path of primary runways. Proposed county road borders property and would provide additional access for NAS Kingsville emergency personnel, along with providing long-term security from encroachment issues.	\$58,000
P275 Ground Training Building	Construction of a new ground training building to alleviate infrastructure problems with pre-Vietnam era facility. All new "Charlie" simulators are located in a newer facility, but ground training building wiring and foundation issues need to be replaced to ensure continuous and interrupted training schedules.	\$16,000,000
P281 New Public Safety Facility	Primary gate entrance to NAS Kingsville needs to be replaced with newer, modern facility to ensure easy access as well as necessary security features.	\$17,000,000
Building modification	Improvements to office space in Building 760 at NAS Kingsville. The facility is former home to Army Reserve Medical Evacuation (MEDEVAC) Unit that has been ordered back to Ft. Carson. The building will be utilized to handle excess depot level work for the T-45 Service Life Extension Program (SLEP). Improvements will allow for full utilization of Building 760, which is critical to NAS Kingsville retaining all work on the 200+ T45 a/c with the SLEP, plus meet current demand for workload on the Required Avionics Modernization Program (RAMP), and installation of the "inlet mod" on all 200+ T-45 a/c.	\$650,000

# RED RIVER ARMY DEPOT

## Texarkana

Estimated Cost	Project	Project Description
<b>Utilities</b>		
\$7,143,500	Relocate electrical substation	Present location of substation serving RRAD is outside the force protection zone and presents a potential threat to the Depot's security.
\$1,430,000	Natural gas segmentation	Present location may present a potential threat to the Depot's security and/or impede efficient production
\$2,600,000	Redundant fiber optics	Present location may present a potential threat to the Depot's security and/or impede efficient production
<b>Transportation &amp; Mobility</b>		
\$4,000,000	Widen US82 at/adjacent to new "Truck" gate	U.S. 82 is currently a 2-lane highway connecting New Boston, TX to the west entry of the Red River Army Depot and west campus of TexAmericas Center. Over 300 commercial trucks enter the Red River Army Depot daily and must wait on the two lane highway (east bound and west bound) until it is clear to turn into the Truck gate. Traffic backs up at times and several accidents have occurred because of stopped traffic. Widening the road to create turning lanes would allow east and westbound traffic to proceed safely while providing trucks entering the Truck gate a safe haven lane to slow down or stop while waiting on clearance to turn
<b>ALTERNATIVE</b>		
	Relocate Hwy 82 Truck Gate	Consider the RRAD truck gate off HWY 82 and use the gate at connects RRAD and TAC (Post 6) as a future truck gate. There is sufficient space in that area for trucks to line up. A "transportation area" would be designed that could be used for parking/logistics and could have enhanced use in the future to support intermodal activity. Funds would be used Cypress Street on TAC-E and Bowie Parkway



## **SHEPPARD AIR FORCE BASE**

### **Wichita Falls**

Bottom-line: need a minimum required 4 trainers (\$6.1M) to replace the outdated Heavy Avionics C-130/141 trainers. The cost of replacing all 10 trainers is \$11.6M. The new devices are sourced to Randolph AFB Training Fabrication.

Discussion: Current trainers are 1970s era trainers that have become outdated and unsupportable. We have eight C-130 style trainers without E-TCAS, flight management system, or other components needed to support E-TCAS, digital interphone and low power color weather radar. Additionally we have four unsupportable C-141 trainers, which are relied upon to provide an additional 141.5 hours of training that cannot be met with the C-130 trainers in their current configuration. Replacing the outdated trainer with new modernized KC-135 flight-deck style trainers will meet the new 2011 avionics training requirements per the career functional manager and sustain the devices for future years.

Below is the 3080 submission for replacing all 10 outdated trainers. Total cost is \$11.5M for Randolph AFB Trainer Fabrication to build the training devices.

For reference, is the Heavy Avionics C-130/141 pamphlet (separate document) that describes the trainers in more detail--Lt Col Beaumont AETC/FMA advocated for the Sheppard AFB trainers at the AETC Group Counsel for 3080 funds, but was told by the Training Panel that the Career Functional Manager (CMSgt Turner) needs to make a decision on to fund/not fund/source the training devices. AETC/A3T stated they will continue to engage with CMSgt Turner for his decision on the training devices.

**FISCAL YEAR 2015**  
**DETAILED ITEM JUSTIFICATION**  
**FOR OTHER PROCUREMENT (3080) REQUIREMENTS**

**PRIORITY NO: 1      BASE: SHEPPARD AFB, TEXAS, 365 TRS**

<b><u>BPAC</u></b>	<b><u>REQUIREMENT TITLE</u></b>	<b><u>3080 COST</u></b>	<b><u>3400 COST</u></b>	<b><u>TOTAL COST</u></b>
	COMM-NAV TRAINERS	\$11,566,196	\$ -	\$11,566,196

### **DESCRIPTION:**

#### **DESCRIPTION OF CURRENT TRAINER:**

Current trainers are 1970s era trainers that have become outdated and unsupportable.

We have eight C-130 style trainers without E-TCAS, flight management system, or other components needed to support E-TCAS, digital interphone and low power color weather radar.

Additionally we have four unsupportable C-141 trainers which are relied upon to provide an additional 141.5 hours of training that cannot be met with the C-130 trainers in their current configuration.

**DESCRIPTION OF RECOMMENDED TRAINER:**

Recommend replacing existing C-130/C-141 (12 total) trainers with 10 new KC-135 flight-deck style trainers that will meet 2011 U&TW requirements as follows:

**SEE ATTACHMENT.**

**JUSTIFICATION:**

Career Field 2A533A U&TWs in Dec 2011 established new requirements as follows:

2.17.7.4 Perform Operational Checks -Digital/Analog Interphone System

2.16.11.4 Perform Operational Check - Enhanced Traffic Alert and Collision (E-TCAS)

2.14.4.3 Perform Operational Checks- Low Power Color Weather Radar (LPCWR)

These new requirements cannot be met with the current trainers.

**SEE ATTACHMENT.**

**IMPACT IF NOT FUNDED:**

Unfunded requirement will impact over 2500 active duty Communication/Navigation technicians. Three critical training requirements, levied against the school house in 2011, cannot be met. Inability to train technicians on these new items increases the training burden in the operational units affecting all heavy aircraft units.

**SEE ATTACHMENT.**

**ADDITIONAL DATA:**

Requested trainer is a replacement item.

The requirement has been POM'd.

Date funds are needed: ASAP

Core, Essential or Enhanced requirement: Core requirement

Health or Safety Issues involved with this requirement: No

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
	Economic Output	%	Contribution (3) times	Alt 1 Contribution	Contribution	Alt 2 Contribution	Contribution	Alt 3 Contribution	Alt 4
Primary City	(\$ billion)	Col 2 / \$148.91	\$20K	(4) + \$500	(3) x \$50K	(6) + \$3000	(3) x 30K	(8) + \$3000	\$66K / 12
Corpus Christi	5.72	3.84	\$768.00	\$1,268.00	\$1,920.00	\$4,920.00	\$1,152.00	\$4,152.00	\$5,500.00
San Antonio	46.39	31.15	\$6,230.00	\$6,730.00	\$15,575.00	\$18,575.00	\$9,345.00	\$12,345.00	\$5,500.00
El Paso	25.48	17.11	\$3,422.00	\$3,922.00	\$8,555.00	\$11,555.00	\$5,133.00	\$8,133.00	\$5,500.00
Killeen	44.49	29.88	\$5,976.00	\$6,476.00	\$14,940.00	\$17,940.00	\$8,964.00	\$11,964.00	\$5,500.00
Texarkana	1.92	1.29	\$258.00	\$758.00	\$645.00	\$3,645.00	\$387.00	\$3,387.00	\$5,500.00
Wichita Falls	5.61	3.77	\$754.00	\$1,254.00	\$1,885.00	\$4,885.00	\$1,131.00	\$4,131.00	\$5,500.00
Houston				\$500.00		\$3,000.00		\$3,000.00	\$5,500.00
San Angelo	4.35	2.92	\$584.00	\$1,084.00	\$1,460.00	\$4,460.00	\$876.00	\$3,876.00	\$5,500.00
Del Rio	1.65	1.11	\$222.00	\$722.00	\$555.00	\$3,555.00	\$333.00	\$3,333.00	\$5,500.00
Abilene	3.22	2.16	\$432.00	\$932.00	\$1,080.00	\$4,080.00	\$648.00	\$3,648.00	\$5,500.00
Fort Worth	9.26	6.22	\$1,244.00	\$1,744.00	\$3,110.00	\$6,110.00	\$1,866.00	\$4,866.00	\$5,500.00
Kingsville	0.82	0.55	\$110.00	\$610.00	\$275.00	\$3,275.00	\$165.00	\$3,165.00	\$5,500.00
Totals	148.91	100	\$20,000.00	\$26,000.00	\$50,000.00	\$86,000.00	\$30,000.00	\$66,000.00	\$66,000.00
Alt 1	\$500.00 x12 cities =		\$6,000 plus \$20,000 pro rata		Alt 3	\$3,000.00 x12 cities =		\$36,000 plus \$30,000 pro rata	
Alt 2	\$3,000.00 x12 cities =		\$36,000 plus \$50,000 pro rata		Alt 4	equal contribution:		\$66,000 / 12	

## **AGENDA ITEM #2**

**ORDINANCE NO. 2014-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2014-2015 MUNICIPAL COURT TECHNOLOGY FUND BUDGET FOR TECHNOLOGY PURCHASES IN FY 14-15.**

**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 2014-2015 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 031 Municipal Court Technology Fund**

Capital

2		Unreserved Fund Balance	61002		<u>\$20,100</u>
					<u>\$20,100</u>

Expenses

5-1800 Municipal Court	Minor Equipment	21700	\$3,000	
5-1800 Municipal Court	Operating Lease	64100	\$6,000	
5-1800 Municipal Court	Professional Services	31400	<u>\$11,100</u>	
			<u>\$20,100</u>	

To amend the FY 14-15 Municipal Court Technology Fund Budget to cover technology expenditures in FY14-15 as per the attached memo from the Finance Director.

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 1<sup>st</sup> day of December, 2014.

**PASSED AND APPROVED** on this the \_\_ day of \_\_\_\_\_, 2014.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

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# CITY OF KINGSVILLE

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**TO:** VINCENT CAPELL, CITY MANAGER  
**FROM:** DEBORAH BALLI, FINANCE DIRECTOR  
**DATE:** 11/18/14  
**SUBJECT:** Municipal Court Technology Fund

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Municipal Court is requesting a budget amendment in the amount of \$20,100 from the Municipal Court Technology Fund 031 fund balance to cover FY 14-15 expenditures. Due to an oversight the Municipal Court Technology Fund expenditures were left out of the FY 14-15 Adopted Budget. Municipal Court is requesting funding from the Technology Fund to cover the costs of replacing a copier and DVR in the Municipal Court office, court notification calls and monthly software maintenance fees.

Incode Court Maintenance Fees	\$575/month	\$6,900
Copier Lease	\$500/month	\$6,000
Court Notification Calls	\$350/month	\$4,200
DVR Replacement		\$3,000
<b>Total</b>		<b>\$20,100</b>

Court Notification Calls provided by Tyler Technologies are automated phone calls that notify defendants of upcoming court dates. Below is a breakdown of results from the trial period of 05/01/14-11/03/14.

Total # of Calls Made	2,686	
Total # of Violations	2,789	
Total Payments within 2 days of notification	199	\$24,608.26
Total Payments within 1 week of notification	402	\$49,193.17
Total Payments within 2 weeks of notification	528	\$63,141.22
Total All Payments made after notification	1,001	\$123,644.39 *cumulative

The current cost is \$1 per phone number entered. The automated system will try each number up to 4 times. This is a service that is billed monthly and the Court is estimating a cost of up to \$350 per month for a total of \$4,200.

This budget amendment, given your approval, would be on the Commission Meeting agenda December 1, 2014 for first reading.

Sincerely,  
Deborah Balli

# **AGENDA ITEM #3**



**RESOLUTION #2014-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF KINGSVILLE AUTHORIZING THE RELEASE OF CHAPTER 59 FUNDS OF THE KINGSVILLE POLICE DEPARTMENT FOR DONATION TO THE KINGSVILLE AMATEUR BOXING CLUB, INC. FOR A DRUG AND ALCOHOL PREVENTION PROGRAM.**

**WHEREAS**, the Texas Code of Criminal Procedure, Article 59.06(h) allows for the release of Chapter 59 funds for nonprofit programs for the prevention of drug abuse;

**WHEREAS**, the Kingsville Amateur Boxing Club, Inc. is a non-profit organization that provides anti-drug programs to the youths of the city and the area by providing athletic programs and other activities with a drug-free message that have a positive impact on the children of Kingsville;

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

I.

**THAT** the City Commission authorizes the Kingsville Police Department to assist with a \$5,000 donation to the Kingsville Amateur Boxing Club, Inc., to help educate young people about living a drug-free and alcohol-free lifestyle. The Kingsville Amateur Boxing Club, Inc. will submit quarterly charitable contribution reporting forms to the Kingsville Police Department.

II.

**THAT** local elected representatives shall be encouraged to promote, endorse, and support the Kingsville Amateur Boxing Club, Inc. in their efforts for the benefit of the community through drug abuse prevention programs.

**PASSED AND APPROVED** by a majority vote of the City Commission on the 8th day of December, 2014.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**KINGSVILLE POLICE DEPARTMENT  
INTER-OFFICE MEMORANDUM**

November 26, 2014

**TO** : Vince Capell, City Manager

**FROM** : Ricardo Torres, Chief of Police

**SUBJECT** : **Chapter 59 Donation to Kingsville Boxing Club**

The Texas Code of Criminal Procedure, allows for Chapter 59 funds to be used for nonprofit programs for the prevention of drug abuse. I request that the Kingsville Police Department be allowed to make monetary donations in the amount of \$5,000.00 from Chapter 59 proceeds to the entity described below:

The Kingsville Boxing Club of Kingsville is a non-profit organization that provides anti-drug programs to the youths of the city and the area by providing educational studies opportunities, athletic programs, field trips and other activities with a drug-free message that have a positive impact on the children of Kingsville. This donation will assist them in implementing their program to assist in the prevention of Alcohol, tobacco, and other drugs for our youth.

We also ask that this entity applying for Chapter 59 donations be required to submit the attached reporting forms for our own internal auditing process and to insure strict compliance with standards set forth related to the expenditure of these funds.

We request that this item be placed on the next City of Kingsville, City Council agenda for approval. Thank you for your assistance regarding this matter.

FYI:

Kingsville Police Dept.  
Fund 005

Cc: Courtney Alvarez, City Attorney

**CITY OF KINGSVILLE  
POLICE DEPARTMENT  
APPLICATION FOR CHAPTER 59 DONATIONS**

1. APPLICANT'S

NAME: Jaime Cantu

ADDRESS: 627 E. Miller Ave. Kingsville, Texas 78363

PHONE: 361-728-3955

2. ORGANIZATION'S

NAME: Kingsville Amateur Boxing Club Inc.

ADDRESS: 525 S. 12<sup>th</sup> St. Kingsville, Texas 78363

PHONE: Same

3. The Kingsville Boxing Club (a federally recognized 501(c) (3) Non Profit Organization) is applying for a grant to help and assist the club with its program. The club was formed with the intent of offering our youth an alternative from the streets. The club has grown considerable since its organization back in 1997. Currently the club allows all members of this community to attend and utilize its facilities with the purpose of getting fit and staying healthy. Members of the Kingsville Boxing Club who are registered with USA boxing are required to attend various classes throughout the year that teach and lecture on subjects such as; Drug and Alcohol Abuse, Dealing with Teen Pressure, Building one's Self Esteem, Nutrition and The United States Anti Doping Agency policy on drug use. Our instructor for those classes is a licensed and registered drug and alcohol counselor for the state of Texas. Speakers are invited to come in and share their experience with our athletes to help them better understand the consequences of abusing drugs and alcohol as well as giving motivational speeches to help our participants succeed. Pamphlets are located on site in the gym and are used to help educate our athletes in these various areas.

Our club is a very unique program that offers so many different types of character building programs (See List of Additional Programs). Our program has not only impacted the "At Risk" student but has also impacted those who want to volunteer and make a difference in our community.

Our club currently has no major sponsor and relies solely on the support of our community and organizations such as yours to continue our existence. The average cost per year to operate our club is \$15,000.00 (last 5 years).

We are requesting that a \$5,000.00 grant be awarded to our program to be used in the following manner:

1. **Money will be used to help our program continue to spread our Drug Free Message to members of our community (primarily our youth).**
2. **A portion of this grant will be used to purchase additional equipment needed to ensure that all participants are properly equipped to conduct their physical training.**
3. **All money will be used to directly impact our program. Our program has no paid staff and all money will be used to help operate our program.**

Approval of this grant is very important to our program. Without your organizations support, this program could not function in the manner that it has. Our program has received high praise from community leaders and members of our community. In addition, leaders from different communities have stated that they are very impressed with our program and believe that our community is fortunate to have a program like ours. It is directly because of your organization that we are as successful as we have been.

APPROVED: \_\_\_\_\_  
RICARDO TORRES  
CHIEF OF POLICE

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

## List of additional programs run by the Kingsville Boxing Club

- **Drug, Alcohol and Substance abuse education** – Twice a month, a certified Drug and Alcohol Abuse Counselor conducts classes for all individuals.
- **Drug Awareness Information Give Away** – The Kingsville Boxing Club gives away for free, Educational Activity books and other items that focus on Drug Awareness and City Leadership.
- **Anti-Bullying Campaign** – This past year, the boxing club initiated our Anti Bullying Campaign by handing out activity books, book markers and other items that talk about bullying. In addition, pamphlets about Sexting are also given out.
- **Knock Out HomeWork/Tutoring Program** – Once a week (Wednesdays) the Kingsville Boxing Club opens its doors and allows students from throughout the community to come in and get assistance with their homework or for tutoring. Additional days are made available at the students' request. (Most volunteers and tutors are from our local University)
- **Camp of Champs** – This program was established in 2008 and is a cost free camp that is geared towards children ages 8-14 and focuses on the importance of health, fitness, discipline and faith. (The same type of training is given on a daily basis and if there aren't enough participants, the program is run during normal training hours).
- **Training Facility** – Our facility has opened its doors to Law Enforcement Personnel as well as Military Personnel to use as a fitness center or an instructional facility.
- **Community Service** – Members of the Kingsville Boxing Club volunteer once a month to assist Senior Citizens whose alley ways are in violation of our city codes and they must be cleaned up. The club contacts the local enforcement office for a list of addresses. In addition, our club assisted with the city wide clean up program.
- **Community Involvement** – The Kingsville Boxing club members volunteered for several different community events to include: National Night Out, Christmas present drive to assist needy families (Angels on Assignment Org), Motivational Speaking for different organizations and supported a "Back to School" School Supply Drive. All of these events were free to the public to include food and drinks.

More information on the above subjects can be found in our website:  
[www.12thstreetgym.org](http://www.12thstreetgym.org)

**CITY OF KINGSVILLE**  
**QUARTERLY CHARITABLE CONTRIBUTION REPORTING**

In order to insure that all Chapter 59 funds are used within the scope of the Texas Code of Criminal Procedure Chapter 59, the City of Kingsville is requiring any entity awarded Chapter 59 funds will provide a report on a quarterly basis to the Kingsville Police Department. The reporting periods will be as follows:

- Period 1
  - October 1<sup>st</sup> until December 31<sup>st</sup>
- Period 2
  - January 1<sup>st</sup> to March 30<sup>th</sup>
- Period 3
  - April 1<sup>st</sup> to June 30<sup>th</sup>
- Period 4
  - July 1<sup>st</sup> to September 30<sup>th</sup>

- Types of programs provided

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

- Number of participants served \_\_\_\_\_
- A module on abuse of methamphetamine in its different forms will be taught at least once annually to all participants of any program receiving funds.
  - I, \_\_\_\_\_ certify that \_\_\_\_\_ (Number) students  
(Printed or typed name of instructor)  
were provided a module on the abuse of methamphetamine in its different forms.

\_\_\_\_\_  
(Signature of instructor)

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

❖ Instructional material is available from the Kingsville Police Department.

- List all supplies and equipment that were purchased with Chapter 59 funds.

Item Description	Model No.	Serial No.	Cost	Location

This data is necessary for performance measurements reporting of all or the Kingsville Police Department's Federal and State grants such as JAG, BVP and Recovery Grants.

# **AGENDA ITEM #4**



**RESOLUTION NO. 2014-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF KINGSVILLE AUTHORIZING THE RELEASE OF CHAPTER 59 FUNDS OF THE KINGSVILLE POLICE DEPARTMENT FOR DONATION TO COMMUNITIES IN SCHOOLS FOR A DRUG AND ALCOHOL PREVENTION PROGRAM.**

**WHEREAS**, the Texas Code of Criminal Procedure, Article 59.06(h) allows for the release of Chapter 59 funds for nonprofit programs for the prevention of drug abuse;

**WHEREAS**, Communities in Schools is a non-profit organization working to (1) turn the tide against drug and alcohol abuse in the Kingsville community and (2) make a positive statement to our young people about living a drug-free and alcohol-free lifestyle by implementing a drug and alcohol prevention program for students attending schools in the Kingsville Independent School District, the community and their families; and

**WHEREAS**, Communities in Schools has developed a program called FOCUS (Focusing On Children Uniting against Substances) to educate students ages 5-17 and their families on short and long term effects of alcohol, tobacco and other drugs;

**WHEREAS**, the FOCUS program will also disseminate information at health fairs, PTA meetings, Red Ribbon Kick-off, etc.

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

I.

**THAT** the City Commission authorizes the Kingsville Police Department to assist with a \$5,000 donation to the Communities in Schools to help educate young people about living a drug-free and alcohol-free lifestyle. Communities in Schools will submit quarterly charitable contribution reporting forms to the Kingsville Police Department.

II.

**THAT** local elected representatives shall be encouraged to promote, endorse, and support Communities in Schools for the benefit of the community.

**PASSED AND APPROVED** by a majority vote of the City Commission on the 8th day of December, 2014.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**KINGSVILLE POLICE DEPARTMENT  
INTER-OFFICE MEMORANDUM**

November 26, 2014

**TO** : Vincent J. Capell, City Manager  
**FROM** : Chief R. Torres  
**SUBJECT** : Communities In Schools, Chapter 59 Donation

The Texas Code of Criminal Procedure under Chapter 59 allows awarded funds to be used to assist in the funding of nonprofit programs for the prevention of drug abuse. Communities In Schools is a tax-exempt organization and due to funding shortfalls has become more dependent upon support from individuals, corporations, and private foundations in our community.

I am in receipt of an application from the Communities In Schools soliciting a donation for the Kingsville, Texas program. The drug and alcohol prevention programs being proposed provide a proactive means to address our continued battle against the abuse of chemicals and their addiction.

As directed by the City Council for the City of Kingsville a procedure has been implemented for a person/entity seeking a donation via Chapter 59 Forfeiture Funds. I have reviewed the information provided by Communities in Schools and deemed that they meet or exceed the criteria required by the application process.

We request that this item be placed on the next City of Kingsville, City Council agenda for approval. We request the approval of a donation in the amount of **\$5,000.00** to assist Communities In Schools with our mission to help young people and families recover from chemical abuse and addiction. Thank you for your assistance regarding this matter.

**KINGSVILLE POLICE DEPARTMENT  
APPLICATION FOR CHAPTER 59 DONATIONS**

1. **APPLICANT'S**  
NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_
2. **ORGANIZATION'S**  
NAME Communities In Schools ADDRESS P.O. Box 331203 PHONE 361-696-4030
3. **NARRATIVE: explain what will be done with the contribution to insure compliance with the disposition of forfeited property under Chapter 59 of the Texas Code of Criminal Procedure and the number of citizens it will affect in our community.**

Every nine seconds a young person in America drops out of school, losing his or her path to a better future. Because education and prosperity are inextricably linked, this crisis affects all of us. These are all our children.

For over 28 years Communities In Schools of the Coastal Bend has been helping students stay in school and achieve in life. We believe that every student can succeed in school if given the opportunity, support and resources.

Communities In Schools is the nation's leading dropout prevention organization – the only one with measurable proof that its efforts decrease dropout rates and increase the likelihood of graduation. Our case managers work in the schools, directly addressing the risks that confront many students even before they reach the school doors. CIS connects students and their families to critical community resources and services tailored to meet their needs.

The young people we serve can't wait for the economy to improve – they have one chance to do well in school and prepare for life. We believe in them, bring them caring relationships that help remove barriers, meet their needs and create the expectation and conditions for success, no matter their life circumstance.

Our work has never been more important and relevant. Please join us as we strive to keep our young leaders of tomorrow in school today. CIS respectfully request to be a partner with the Kingsville Police Department Chapter 59 fund **through the award of \$5,000**. This would allow CIS to coordinate drug free services to at-risk students in hopes they will stay drug free and stay in school and succeed.

Communities In Schools proposes to spread the important message of living a drug and chemical free life through the support of the City of Kingsville Police Department Force Chapter 59 Donation to students attending schools in Kingsville Independent School District. The activities proposed offers various methods such as but not limited to small groups, wide school events and purchasing Brahma Drug Free T Shirts with KPD being the sponsor. The CIS program will also disseminate information at health fairs, PTA meetings, Red Ribbon week, week without violence, Child Abuse Month etc.

**APPROVED:** \_\_\_\_\_  
**Chief of Police**

**DATE:** \_\_\_\_\_ **TIME:** \_\_\_\_\_

**CITY OF KINGSVILLE**  
**QUARTERLY CHARITABLE CONTRIBUTION REPORTING**

In order to insure that all Chapter 59 funds are used within the scope of the Texas Code of Criminal Procedure Chapter 59, the City of Kingsville is requiring any entity awarded Chapter 59 funds will provide a report on a quarterly basis to the Kingsville Police Department. The reporting periods will be as follows:

- Period 1
  - October 1<sup>st</sup> until December 31<sup>st</sup>
- Period 2
  - January 1<sup>st</sup> to March 30<sup>th</sup>
- Period 3
  - April 1<sup>st</sup> to June 30<sup>th</sup>
- Period 4
  - July 1<sup>st</sup> to September 30<sup>th</sup>

- Types of programs provided

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

- Number of participants served \_\_\_\_\_
- A module on abuse of methamphetamine in its different forms will be taught at least once annually to all participants of any program receiving funds.
  - I, \_\_\_\_\_ certify that \_\_\_\_\_ (Number) students  
(Printed or typed name of instructor)  
were provided a module on the abuse of methamphetamine in its different forms.

\_\_\_\_\_  
(Signature of instructor)

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

❖ Instructional material is available from the Kingsville Police Department.

- List all supplies and equipment that were purchased with Chapter 59 funds.

Item Description	Model No.	Serial No.	Cost	Location

This data is necessary for performance measurements reporting of all or the Kingsville Police Department's Federal and State grants such as JAG, BVP and Recovery Grants.

# **REGULAR AGENDA**

# **AGENDA ITEM #5**

**RESOLUTION #2014-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A GOLF COURSE EFFLUENT WATER AGREEMENT BETWEEN THE CITY OF KINGSVILLE AND KLEBERG COUNTY; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville and Kleberg County previously entered into a Golf Course Effluent Water Agreement (the "Agreement") with the prior golf course managers;

**WHEREAS**, a change in golf course managers has occurred thereby necessitating a new Agreement;

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

I.

**THAT** the City Manager is authorized and directed as an act of the City of Kingsville, Texas to enter into the Golf Course Effluent Water Agreement between the City of Kingsville and Kleberg County 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 8th day of December, 2014.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



**CITY OF KINGSVILLE  
&  
KLEBERG COUNTY**

**GOLF COURSE EFFLUENT WATER AGREEMENT**

This Agreement to provide effluent water for the benefit of the L.E. Ramey Golf Course (this "Agreement") is entered into, by and between:

- (1) The County of Kleberg, a political subdivision of the State of Texas, having its principal administrative offices located at 700 E. Kleberg, Kingsville, Texas 78363, acting through the Kleberg County Commissioners' Court; and
- (2) The City of Kingsville, an incorporated home-rule municipality of the State of Texas, having its principal administrative offices at 200 E. Kleberg, Kingsville, Kleberg County, Texas 78363, acting through the City of Kingsville City Commission.

**Whereas**, the City of Kingsville and the County of Kleberg each desire to maintain the grounds of the L.E. Ramey Golf Course for the benefit of the citizens of Kingsville and Kleberg County, visitors, and wildlife;

**Whereas**, all parties seek to conserve the precious water resource needed to maintain the grounds of the L.E. Ramey Golf Course;

**Whereas**, the City of Kingsville has a wastewater treatment plant near the golf course that produces effluent water, which could be used for irrigation purposes; and

**Whereas**, the City of Kingsville currently has a permit from the state allowing the treated effluent water from the afore-mentioned plant to be used to irrigate the County Golf Course.

**NOW, THEREFORE**, the parties above agree as follows:

**1. Purpose of Agreement.** The purpose of this Agreement is to provide effluent water for irrigation use to benefit of the L.E. Ramey Golf Course. The parties are authorized to conduct and perform the following:

- 1) The City of Kingsville will:

- a. Maintain and operate the treatment facility in order to achieve optimum efficiency of treatment capability. This shall include required monitoring of effluent flow and quality as well as appropriate grounds and building maintenance.
- b. Reserve the right to discontinue effluent pumping at anytime water quality may be a problem. Water quality may be questionable due to the result of operational problems, plant reconstruction, power loss or heavy rainfall.
- c. Designate an area within the treatment facility where course personnel may have access to the pumping equipment.

2) The County of Kleberg will:

- a. Reserve an alternative water source at all times.
- b. Be responsible for providing equipment to determine application rates and maintaining accurate records of the volume of effluent applied as irrigation water. These records shall be made available for review by the City and TCEQ and shall be maintained for at least three years.
- c. Make sure information regarding analysis of soil samples should be made available to the City for review at any time. Any related violations of the soil sample process shall be reported to the City within 24 hours.
- d. Make sure adequate signs shall be erected stating that the irrigation water is from a non-potable water supply. Said signs shall consist of a red slash superimposed over the international symbol for drinking water accompanied by the message "Do not drink the water" in both English and Spanish. All piping transporting the effluent water shall be clearly marked with these same signs.

3) As managers of the golf course, the City of Kingsville will:

- a. Make sure irrigation practices are designed and managed so as to prevent ponding of effluent or contamination of ground and surface waters and to prevent the occurrence of nuisance conditions in the area. Tailwater control facilities shall be provided as necessary to prevent the discharge of any wastewater from the irrigated land.
- b. Make sure application rates for the 950 acres of irrigated land shall not exceed 3.1 acre-feet/acre/year.
- c. Make sure irrigation shall be accomplished only when the area specified is not in use.
- d. Make sure the amount of effluent water pumped always leaves enough water going out to the original outfall point. It should be enough to maintain a flow to the stream, which will maintain existing

aquatic life.

- e. Make sure the quantity of water pumped does not exceed the limits set out above and maintain records on the amount pumped.
- f. Make sure information regarding amounts pumped should be made available to the County, who in turn will make it available to the City for review at any time. Any related violations of irrigation process shall be reported to the County and the City within 24 hours.
- g. Turn in irrigation plans identifying ponds, outflow points, pumping times, and flow measurements.
- h. Obtain representative soil samples from the root zones of the irrigation disposal site and analyze the samples as outlined in the following paragraph.

An annual analysis of a representative soil sample taken from the root zone of the irrigated site shall be made when irrigation occurs during the year. Each soil boring shall be separated into three samples according to the following depth zones: 0 to 6 inches, 6 to 18 inches and 18 to 30 inches below the ground surface. Each zone shall be thoroughly mixed prior to being analyzed. Sampling procedures shall employ accepted techniques of soil science for obtaining representative analytical results. Analysis shall be performed for pH, total nitrogen, potassium, phosphorus, and conductivity. The results of the soil sample analyses shall be provided to the City for submission to the TCEQ Regional Office (MC Region 14) and Water Quality Management Information Systems Team (MC224) of the Enforcement Division during September of each year.

- i. Make sure spray fixtures for the irrigation system shall be of such design that they cannot be operated by unauthorized personnel.
- j. Fence the area within the treatment facility where course personnel will have access to the pumping equipment to separate it from the rest of the treatment facility.
- k. Provide a key to the City pumping equipment area to City plant personnel for emergency access.
- l. Provide a separate power source and meter to run the pumping equipment.
- m. Make sure a measuring devise approved by the City shall be installed at the pumping site.
- n. Make sure spray fixtures for the irrigation system operate on automatic timers to provide uniform flow.
- o. Make sure all piping is sealed and buried.
- p. Make sure the inlet part of the pump is a minimum 10" from the bottom of the location from where the effluent water will be pumped.
- q. Make sure a baffle is installed to section off the area where the pump will be set.

**2. Liability Coverage.** Nothing contained within this Agreement shall constitute a waiver of any defense, or sovereign immunity of any municipality, county or other party under the laws of the State of Texas.

1) Each party retains all sovereign immunity and defenses as a governmental entity or as an officer or employee of a governmental entity.

2) To the extent authorized by law, each party hereto shall indemnify the other parties for any and all liability of whatsoever nature caused by any employee of the indemnifying party. Every party agrees to hold every other participating entity and its officials and employees harmless from any and all liability including, but not limited to, any property, physical or non physical damages or loss incurred by third parties; or by employees of any participating entity, of whatsoever nature caused, including, but not limited to, omissions or acts of negligence, gross negligence or intentional acts, as a result of any officer or employee of any such party carrying out the duties assigned hereunder.

**3. Term of Agreement.** This Agreement shall renew each year on the anniversary date of this Agreement, subject to annual appropriations of each of the parties listed above as part of their regular budget process. This Agreement is superseded only by any other more restrictive state or federal law. Each party may terminate their participation in this Agreement as follows:

1) Upon providing 90 days written notice to the other party at the addresses indicated below:

Kleberg County  
Attn: County Judge  
P.O. Box 752  
Kingsville, Texas 78364  
Telephone: (361) 595-8585  
Facsimile: (361) 592-0838

City of Kingsville  
Attn: City Manager  
P.O. Box 1458  
Kingsville, Texas 78364  
Telephone: (361) 595-8002  
Facsimile: (361) 595-8024

This Agreement shall be in full force and effect as of the date of execution below and shall continue subject to the terms and conditions stated herein.

**4. Compliance with All Laws.** All parties to this Agreement will act, at all time, in compliance with all pertinent city and county ordinances, orders, regulations and policies, as well as all applicable state and federal laws.

**5. Entire Agreement.** This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing signed by the party to be charged.

**6. Breach of Obligation.** This Agreement is entire as to all of the performances to be rendered under it. Breach of any obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give the other party the right to terminate this Agreement.

**7. Law Governing Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The obligations and undertaking of each of the parties to this Agreement shall be performable in Kleberg County, Texas.

**8. Severability.** In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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

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

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

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

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

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

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

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

**NOW THEREFORE.** This Golf Course Effluent Water Agreement is entered into by and between the County of Kleberg and the City of Kingsville singularly on an identical duplicate of this document on the dates below at the office or facility of the said municipality's governing body.

Agreed as to form and substance and entered into on this date:

Attest:

County of Kleberg

\_\_\_\_\_  
Stephanie G. Garza, County Clerk

\_\_\_\_\_  
By: Juan M. Escobar, County Judge

Dated: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Kira Talip, County Attorney

Attest:

City of Kingsville

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

\_\_\_\_\_  
By: Vincent J. Capell, City Manager

Dated:\_\_\_\_\_

Approved as to Form:

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

## **AGENDA ITEM #6**



**RESOLUTION # 2014-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF KINGSVILLE- KINGSVILLE SPECIALIZED CRIMES AND NARCOTICS TASK FORCE AND CAMERON COUNTY SHERIFF'S OFFICE FOR LAW ENFORCEMENT SERVICES; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to the provisions of the Texas Local Government Code Chapter 362 (Law Enforcement Services Provided Through Cooperation of Municipalities, Counties, and Certain Other Local Governments), a county and a municipality may, pursuant to order or resolution of its governing body, form a mutual interlocal agency agreement to assist in criminal and narcotic investigations and law enforcement; and

**WHEREAS**, pursuant to the provisions of the Texas Local Government Code Chapter 791 (Interlocal Cooperation Act), a local governmental body may contract or agree with one or more local government bodies for the performance of governmental functions in which the contracting parties are mutually interested; and

**WHEREAS**, the parties to this agreement can better utilize the law enforcement resources of the City and the County by the coordination of crime interdiction efforts between the Kingsville Specialized Crimes and Narcotics Task Force and the Cameron County Sheriff's Office; and

**WHEREAS**, the County and the City desire to use their law enforcement resources to improve the health, safety, and quality of life of the residents of their jurisdictions.

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

I.

**THAT** the Mayor is authorized and directed as an act of the City of Kingsville, Texas to enter into an Interlocal Cooperation Agreement Between the City of Kingsville- Kingsville Specialized Crimes and Narcotics Task Force and Cameron County Sheriff's Office for Law Enforcement Services 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 \_\_\_\_\_ 8th day of \_\_\_\_\_ December \_\_\_, 2014.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



**KINGSVILLE SPECIALIZED CRIMES  
AND NARCOTICS TASK FORCE**  
**P. O. BOX 213**  
**KINGSVILLE, TEXAS 78364**  
[tfadmin@kingsvilletaskforce.com](mailto:tfadmin@kingsvilletaskforce.com)  
**(361) 595-5778**  
**Fax (361) 595-5781**



November 19, 2014

Mr. Vincent J. Capell,  
City Manager  
City of Kingsville, Texas

Mr. Capell,

The Kingsville Specialized Crimes & Narcotics Task Force has received a request from the Cameron County Sheriff's Office to enter into an Interlocal Cooperation Agreement for the purpose of sharing intelligence and asset sharing. This will enable both agencies to form a mutual interlocal agency agreement to assist in criminal and narcotic investigations and law enforcement.

This agreement will also enhance the opportunity for both entities to increase the forfeiture of contraband traveling through both jurisdictions. Asset sharing is another critical avenue for the Kingsville Task Force to continue fulfilling our mission and future financial sustainability.

A draft of the Interlocal Cooperation Agreement is attached for your review and consideration. If you approve the agreement, can it be placed on the Regular City's Commissioners Court Agenda for Monday December 8, 2014? Your kind consideration to this request will be greatly appreciated.

Sincerely,

Guillermo "Willie" Vera, Commander  
Kingsville Specialized Crimes & Narcotics Task Force

Attachments

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN  
THE CITY OF KINGSVILLE  
KINGSVILLE SPECIALIZED CRIMES & NARCOTICS TASK FORCE  
AND  
CAMERON COUNTY SHERIFF'S OFFICE  
FOR LAW ENFORCEMENT SERVICES**

This Interlocal Cooperation Agreement made, entered into and executed by and between the County of Cameron, a body and corporate and politic under the laws of the State of Texas for office of Cameron County Sheriff's Office hereinafter referred to as "County" and the City of Kingsville, Texas, a municipal corporation under the laws of the State of Texas, hereinafter referred to as "City"; pursuant to the Interlocal Cooperation Act, Texas Government Code Annotated Chapter 791.

**WITNESSETH:**

**WHEREAS**, pursuant to the provisions of the Texas Local Government Code Chapter 362 (Law Enforcement Services Provided Through Cooperation of Municipalities, Counties, and certain Other Local Governments), a county and a municipality may, pursuant to order or resolution of it's governing body, form a mutual interlocal agency to assist in criminal and narcotic investigations and law enforcement;

**WHEREAS**, pursuant to the provisions of the Texas Local Government Code Chapter 791 (Interlocal Cooperation Act), a local governmental body may contract or agree with one or more local government bodies for the performance of governmental functions in which the contracting parties are mutually interested;

**WHEREAS**, pursuant to the provisions of the Texas Code of Criminal Procedure Chapter 59 (Forfeiture of Contraband), the prosecutor with felony jurisdiction in a county where a forfeiture proceeding is held under this chapter, may enter into an agreement with law enforcement agencies involved in the seizure of illegal contraband for the disposition of forfeited assets;

**WHEREAS**, the parties to this Agreement can better utilize the law enforcement resources of the City and the County by the coordination of crime interdiction efforts between the Kingsville Specialized Crimes & Narcotics Task Force and the office of Cameron County Sheriff's Office;

**WHEREAS**, this Agreement states the purpose, terms, rights, objectives, duties, and responsibilities of the parties to this Agreement.

**NOW THEREFORE**, for and in consideration of the premises and the mutual promises, covenants and agreements set forth in this agreement, the parties enter into this Agreement under the following terms and conditions:

1. Definitions

“Law Enforcement Agency” shall mean one or more of the law enforcement agencies that are parties to this agreement.

“Law Enforcement Officer” shall have the meaning provided by Texas Local Government Code Section 362.001(2).

“Lead Agency” shall mean the law enforcement agency that initiates the criminal investigation within the jurisdictional limits of the political subdivision for which the agency provides law enforcement services.

“Active Participation” shall mean predetermined participation such as joint operations or investigations agreed upon by both parties to this agreement prior to the operation. Backing up officers at a stop is not active participation unless agreed upon by both parties.

2. Purpose of Agreement

The purpose of the Agreement is to create and establish a joint effort between the Kingsville Specialized Crimes & Narcotics Task Force and the office of the Cameron County Sheriff’s Office to combat crime throughout the jurisdictional limits of the city and county who are parties to this Agreement. Pursuant to order or resolution of the governing bodies of the parties to this Agreement, the parties to this Agreement have entered into this Agreement to (1) form a mutual aid law enforcement agreement between police agencies to cooperate in criminal interdiction efforts and related criminal investigations, (2) to provide additional investigative and arrest authority to law enforcement officers employed by the law enforcement agencies within the jurisdictional limits of the political subdivisions that are parties to this Agreement, and (3) to provide for the payment of expenses incurred in the performance of law enforcement activities during these operations.

3. Personnel and Equipment

Each law enforcement agency shall assign law enforcement officers (on an as needed and requested basis) and shall provide all necessary vehicles and equipment for the law enforcement officers assigned. All personnel assigned shall remain the employees of the party making the assignment, and shall not be considered as employees, agents or servants, of any other party to the Agreement. All compensation for services of law enforcement officers assigned during these enforcement operations shall be paid by the party making the assignment. All supplies and expenses incurred by the law enforcement officer while participating during these enforcement

operations shall be paid by the law enforcement agency that acquired the supplies or incurred the expense.

4. Administration and Supervision

The lead agency for each joint effort shall have the sole responsibility for the direction and supervision of the activities of the law enforcement officers during the law enforcement operations. All law enforcement officers in each joint effort shall be under the direct command of the lead agency.

Notwithstanding the provisions of the preceding paragraph, the heads of the law enforcement agencies shall have the sole directions in the assignment of law enforcement officers who are employed by the assigning party during the enforcement operations, including the time period of the assignment. The heads of the law enforcement agencies shall also have sole discretion in the assignment of vehicles, K-9 units, and other equipment and supplies owned or under the control of the assigning party, including the time period of the assignment.

5. Extent of Authority

Any law enforcement officer assigned to conduct these law enforcement operations shall be empowered to enforce all laws and ordinances applicable in the jurisdictions of the political subdivisions that are parties to this Agreement, including the power to make arrests and to execute search warrants.

6. Employee Status

A law enforcement officer that is regularly employed by one of the law enforcement agencies shall remain an employee of that agency. However, the law enforcement officer shall be considered, for the purpose of making an arrest at any location within the jurisdictional limits of any political subdivision that is a party to this Agreement, to be in service of and a peace officer under the command and supervision of the lead agency. The law enforcement officer who is assigned to participate in these operations shall have all the powers of a regular law enforcement officer anywhere within the jurisdictional limits of the political subdivision that is a party to this Agreement. Qualification for office by the law enforcement officer with the law enforcement agency that assigned the officer to participate in these operations shall constitute qualification for office with the lead agency and no additional cost, bond, or compensation is required. The party who assigns a law enforcement officer to these operations shall remain solely responsible for the health, safety, acts, or omissions of the assigned officer, and shall, to the extent authorized by law, indemnify the other parties to this Agreement for any and all liability and damages whatsoever nature caused by the assigned officer. In further recognition of the benefits to be gained by the participating entities, it is agreed that no party to this Agreement shall request reimbursement for any services performed pursuant to this Agreement for another party to this Agreement.

7. Compensation of Assigned Law Enforcement Officers

The party employing the law enforcement officers assigned shall pay all wages and disability payments, pension payments, damages to equipment and clothing, medical expenses, as well as travel, food, and lodging expenses incurred by the assigned officer in the performance of the law enforcement operation activities.

8. Civil Liability and Indemnification

It is further agreed that, in the event any law enforcement officer assigned shall be cited as a defendant party to any civil lawsuit, State or Federal, arising out of the officer's acts while engaging in authorized participation of the law enforcement operations, the assigned law enforcement officer shall be entitled to the same benefits from the assigning party that such law enforcement officer would be entitled to receive had such civil action arisen out of an official act within the scope of the assigned officer's duties as a member and in the jurisdiction of the law enforcement agency from which the officer was assigned.

It is further agreed that each party to this agreement shall hold the every other party and that party's officials, employees, and agents, harmless from any and all liability, including but not limited to, any property, physical or non-physical damages or loss incurred by third parties, or by officers, employees, or agents of any particular party or by any participating party, of whatsoever nature. This hold harmless agreement shall also include, but is not limited to, omissions or acts of negligence, gross negligence or intentional acts, as a result of any officer or employee of any party to this agreement in the performance of authorized activities while participating during the law enforcement operations.

9. Disposition of Forfeited Assets

The Kingsville Specialized Crimes & Narcotics Task Force and the office of Cameron County Sheriff's Office agree that any illegal contraband or assets seized as a result of law enforcement activities of the participating agencies shall be promptly submitted to the appropriate law enforcement authority for forfeiture proceedings under state or federal law. If a subject or subjects to the stop or investigation are arrested then both parties agree to split assets awarded equally. The amount of the equal shares split between both parties to this agreement will be determined by the amount awarded to said parties by the court of record. If either party to this agreement makes a stop or conducts an investigation that results in the seizure of illegal contraband or assets and there is active participation by the other party to this agreement then both parties again agree to split assets awarded equally.

All parties agree that any property or proceeds forfeited to any party under this Agreement shall be under and administered in accordance with the provisions of state or federal law.

10. Term of Agreement & Termination

This Agreement shall be for an initial term of one year. This Agreement shall be automatically renewed without further action unless terminated by either party. This Agreement may be terminated at any time by any party with or without cause upon (90) days advance written notice. Any notice of termination shall be sent to the other party to this Interlocal Agreement at the address listed in paragraph 13 of this Agreement.

11. Payment from Current Funds

Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

12. Alternate Dispute Resolution

In any dispute between the parties relating to Law Enforcement activities, all parties involved will cooperate in good faith to resolve the dispute. Prior to the filing of a lawsuit, the parties shall:

1. Meet in an informal conference to attempt resolution of any disputes.
2. In the event the dispute is not resolved at the informal conference, submit the dispute to mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code.

13. Notices

Any notice provided for under the terms of this agreement by either party to the other shall be in writing and may be effected by personal delivery or by registered or certified mail, return receipt requested. Notice shall be sent or delivered as follows:

City of Kingsville  
Attn: City Manager  
P. O. Box 1458  
Kingsville, Texas 78364  
Telephone: (361) 595-8002  
Facsimile: (361) 595-8024

Cameron County  
Attn: County Judge  
1108 East Monroe Street  
Brownsville, Texas 78520



Telephone: (956) 554-0830

Facsimile: (956) 544-0801

Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party in accordance with provisions of this Paragraph.

14. Construction

This Agreement shall be interpreted, construed, and governed by the laws of the State of Texas and shall be enforceable in any court of competent jurisdiction.

15. Captions

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision hereof.

16. Prior Agreements

This contract supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this contract and contains all of the covenants and agreements between the parties with respect to the subject matter. Each party to this contract acknowledges that no representations, inducements, promises, or other agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not set forth in this contract and that no agreement, statement, or promise not contained in this contract shall be valid or binding.

17. Authorization for Funding

The City and the County each separately certify that payments made under this Agreement will be made from current revenues, and any future payments are subject to future appropriations.

All expenditures will be subject to standard city and County purchasing procedures.

18. Law Governing

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

19. Severability

In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalid, illegal or unenforceable provision shall not

affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

20. Assignment

This Agreement is binding upon and inures to the benefit of the parties to this Agreement and their respective successors and permitted assigns. This Agreement may not be assigned by any party without the written consent of all of the parties.

21. Effect of Waivers

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

22. Exercise of Police Power

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

23. Warranty

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

24. Immunities Not Waived

Nothing in this Agreement waives any governmental, official, or other immunity or defense of any of the parties or their officers, employees, representatives, and agents as a result of the execution of this Agreement and the performance of the covenants contained in this Agreement.

25. No Mutual Indemnification

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

26. Effective Date

This Agreement is effective on the date when the last party executes this Agreement.

27. Multiple Originals

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

**EXECUTED** by the County of Cameron on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Carlos Cascos  
County Judge

**ATTEST:**

\_\_\_\_\_  
Joe G. Rivera  
County Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Juan Gonzalez  
County Attorney

**EXECUTED** by the City of Kingsville on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

RESOLUTION # 2014-\_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF KINGSVILLE – KINGSVILLE SPECIALIZED CRIMES AND NARCOTICS TASK FORCE AND CAMERON COUNTY FOR CAMERON COUNTY SHERIFF’S OFFICE FOR LAW ENFORCEMENT SERVICES; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to the provisions of the Texas Local Government Code Chapter 362 (Law Enforcement Services Provided Through Cooperation of Municipalities, Counties, and Certain Other Local Governments), a county and a municipality may, pursuant to order or resolution of its governing body, form a mutual interlocal agency agreement to assist in criminal and narcotic investigations and law enforcement; and

**WHEREAS**, pursuant to the provisions of the Texas Local Government Code Chapter 791 (Interlocal Cooperation Act), a local governmental body may contract or agree with one or more local government bodies for the performance of governmental functions in which the contracting parties are mutually interested; and

**WHEREAS**, the parties to this agreement can better utilize the law enforcement resources of the City and the County by the coordination of crime interdiction efforts between the Kingsville Specialized Crimes and Narcotics Task Force and the office of Cameron County Sheriff’s Office; and

**WHEREAS**, the County and the City desire to use the capital expenditures to improve the health, safety, and quality of life of the residents of their jurisdictions.

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

I.

**THAT** the Mayor is authorized and directed as an act of the City of Kingsville, Texas, to enter into an Interlocal Cooperation Agreement Between the City of Kingsville – Kingsville Specialized Crimes and Narcotics Task Force and Cameron County for the office of Cameron County Sheriff’s Office for Law Enforcement Services 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 \_\_\_\_\_ day  
of \_\_\_\_\_, 2014.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# **AGENDA ITEM #7**

# **AGENDA ITEM #8**



**ORDINANCE NO. 2014-\_\_\_\_\_**

**AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES BY AMENDING SECTION 15-1-172, PROVIDING FOR COLLECTION OF ATTORNEY'S FEES AND COURT COSTS WITH LIEN FORECLOSURE SUITS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.**

**WHEREAS**, the City is updating the language on lien foreclosure collections and desires to clarify the fees and costs to be covered should a foreclosure proceeding or lawsuit occur, to make it more consistent with other sections of the code; and

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

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

I.

**THAT** Section 15-1-172 of Article 1: Building Regulations of Chapter XV, Land Usage, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

...

**§ 15-1-172. COLLECTION OF COST TO ABATE NUISANCE; LIEN.**

Cost incurred by the city in abating public nuisances under the procedures as set forth in this subarticle may be collected in the following manner:

(A) The City Commission shall authorize the City Manager to file a statement of expenses incurred to abate the nuisance, giving the amount of such expenses, the date on which such work was done, and a description of the premises upon which such work was done with the County Clerk. The city shall have privilege lien on such lot or real estate upon which such work was done to secure the expenditures so made in accordance with the laws of the State of Texas which lien shall be second only to tax liens for street improvements, and such amount shall bear interest at the rate of 10% per annum from the date the statement was filed. For any such expenditures and interest as aforesaid, suit maybe instituted and recovery and foreclosure of such lien may be had in the name of the city and the statement of expenses so made as aforesaid or a certified copy thereof shall be prima facie proof to the amount expended for such work or improvements. Should the City file suit to foreclose on

any liens to recover unpaid expenditures, fees, interest, and expenses, it shall also be entitled to collect the maximum interest rate allowed, reasonable attorney's fees and other court costs and fees allowable under the law.

- (B) The owner of the building or structure may pay to the city the cost incurred for such work or improvements in cash, or upon such terms as may be agreeable to the city, and may waive all notices required herein.

(1962 Code, § 4-6-9)

...

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 8<sup>th</sup> day of December, 2014.

**PASSED AND APPROVED** on this the 15<sup>th</sup> day of December, 2014.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

---

Courtney Alvarez, City Attorney

# **AGENDA ITEM #9**

**ORDINANCE NO. 2014-\_\_\_\_\_**

**AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES BY AMENDING SECTION 9-7-5, PROVIDING FOR COLLECTION OF ATTORNEY'S FEES AND COURT COSTS WITH LIEN FORECLOSURE SUITS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.**

**WHEREAS**, the City is updating the language on lien foreclosure collections and desires to clarify the fees and costs to be covered should a foreclosure proceeding or lawsuit occur, to make it more consistent with other sections of the code; and

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

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

I.

**THAT** Section 9-7-5 of Article 7: Nuisances of Chapter IX, General Regulations, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

...

**§ 9-7-5 CORRECTION BY CITY; LIEN.**

(A) That the provisions of this section shall be cumulative of any criminal penalties or civil remedies provided for herein.

(B) Upon a determination that noxious matter exists upon a premises, the owner of the premises shall be given notice to abate such noxious matter within seven days after the receipt of such notice. Should the owner of the premises fail to comply with such notice of abatement within seven days, the city may:

- (1) Do the work or make the improvements required; and
- (2) Pay for the work done or improvements made and charge the expenses to the owner of the property.

(C) The city in the notice of violation may inform the owner:

- (1) By mail and a posting on the property; or
- (2) By personally delivering the notice that if the owner commits another violation of the same kind or nature that poses a danger to the public health and safety on or before the first anniversary of the date of the notice, the city without further notice may correct the violation at the owners expense and assess the expense against the premises.

(D) After the work has been completed and paid for by the city, a statement of expenses incurred by the city to abate such conditions and administrative fees as prescribed by separate ordinance shall be mailed to the owner of the property. The owner of the property shall pay for work and administrative fees within 30 days of the date of mailing thereof.

(E) In the event that the amount shown on the said statement for the work and administrative fees has not been paid within 30 days of mailing, the city shall assess expenses incurred under this section as follows:

(1) The Mayor or City Manager shall file a statement of such expenses and administrative fees incurred, giving the amount of such expenses, date on which the work was done or improvements made, state the name of the owner (if known) and the legal description of the property. The statement shall be filed with the County Clerk, and the city shall have a privileged lien on such lot or real estate upon which the work was done or improvements made to secure the expenditures so made, in accordance with the provisions of Tex. Health & Safety Code § 342.006 et seq. This lien shall be second only to tax liens and liens for street improvements; and the amount shall bear 10% interest per annum on the amount due from the date of payment by the city.

(2) It is further provided that for any such expenditures and interest, suit may be instituted and recovery and foreclosure of the lien may be had in the name of the city, and the statement of expenses and administrative fees so made, or a certified copy thereof, shall be prima facie proof of the amount expended for such work or improvements. Should the City file suit to foreclose on any liens to recover unpaid expenditures, fees, interest, and expenses, it shall also be entitled to collect the maximum interest rate allowed, reasonable attorney's fees and other court costs and fees allowable under the law.

(F) The remedy provided by the assessment and foreclosure of lien is in addition to any criminal penalties or other civil remedies provided for herein.

(G) The city may foreclose a lien on property established herein in a proceeding relating to the property brought under Subchapter E, Chapter 33, Tax Code, as amended or hereinafter amended.

...

## 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 8<sup>th</sup> day of December, 2014.

**PASSED AND APPROVED** on this the 15<sup>th</sup> day of December, 2014.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

## **AGENDA ITEM #10**



ORDINANCE NO. 2014-\_\_\_\_\_

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES BY AMENDING SECTION 3-10-37, PROVIDING FOR COLLECTION OF ATTORNEY'S FEES AND COURT COSTS WITH LIEN FORECLOSURE SUITS AND UPDATING WHO RECEIVES PAYMENTS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

**WHEREAS**, the City is updating the language on lien foreclosure collections and desires to clarify the fees and costs to be covered should a foreclosure proceeding or lawsuit occur, to make it more consistent with other sections of the code; and

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

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

I.

**THAT** Section 3-10-37 of Article 10: Revenue and Finance of Chapter III, Administration, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

...

**§ 3-10-37 PAYMENTS TO FINANCE DIRECTOR SECRETARY; RECEIPT; COLLECTION OF LIEN.**

(A) The ordinance making such assessment shall provide that all installments of principal and interest thereof shall be payable at the office of the Finance Director Secretary and the Finance Director or their designee Secretary is hereby authorized and directed to receive such payments when so tendered to him in the full amount due and payable to the date of such payment, and shall upon any such payment being made issue to the person paying same his official written receipt for the amount received which shall be evidence of such payment or any demand for the same.

(B) The Finance Director or their designee Secretary shall prepare each such receipt in duplicate, preserving a stub, such receipts and stub to show, among other things, the date of the payment, the name of the person making such payment, the description of the property against which the assessment was made, the nature of the improvement for which it was made, the name of the original payee or contractor, the date of the assessment certificate and its number, if any, and the Finance Director or their designee Secretary shall preserve as a permanent record in his office the stub of each receipt issued by

him or under his authority. The Finance Director or their designee Secretary shall immediately or at regular intervals as prescribed for other collections, deposit with the Treasurer all sums paid in on such assessments since the last previous deposit, accompanied by one copy of the duplicate receipts as issued for each payment so deposited. Thereafter upon the presentation to the Treasurer of any coupon of any such assessment certificate duly issued by the city representing any installment of principal and interest, and upon the surrender to the Treasurer of such coupon, with a receipt for the payment to be made properly endorsed thereon and signed by the person presenting same or in cases of the maturity of the fifth installment upon the presentation and surrender of the assessment certificate, receipt and release as hereinafter provided, the Treasurer shall pay over to the bearer of each such coupon or certificate the amount so paid into the Treasury, on account of such installment of principal and interest represented by such coupon or certificate. The coupons being intended for surrender and delivery to the property owner or person paying the amounts due thereon to the Finance Director or their designee Secretary, the bearer, person or bank presenting such coupon or certificate for payment shall also execute to the Treasurer a separate receipt to be preserved in the files of the city evidencing the payment of same by the city and describing each coupon or certificate so presented and paid and stating the name and address of the person, or bank transmitting same for collection. Such separate receipts so to be taken by the Treasurer may be endorsed or stamped or signed on the back of the respective duplicate receipts prepared for the Treasurer by the Finance Director or their designee Secretary as hereinbefore required, and all such receipts shall be carefully preserved by the Treasurer.

(C) Upon the full and final payment of all sums due by the terms of any such certificate the original payee or holder of such certificate shall thereupon immediately surrender to the owner of the premises described herein, or to the Treasurer for them, such assessment certificate together with all coupons not theretofore paid and surrendered, and also a good and sufficient quittance and release in writing, duly acknowledged, evidencing the satisfaction of such indebtedness and the full release of the lien securing same; and such written release and surrender of the assessment certificate by the holder thereof shall in all cases operate to release also the lien securing any voluntary contract taken for the same improvement in connection with such assessment certificate.

(D) In case of default in the payment of any installment of principal or interest due on any certificate, and upon the maturity thereof as evidenced by its terms or by the written declaration of the holder thereof, it is hereby also made the duty of the Finance Director or their designee Secretary, on the written demand of the holder of such certificate, to advertise and sell the premises and property subject to the lien securing such certificate for the purpose of realizing any sum remaining unpaid thereon, together with interest and costs, the sale

and the conveyance of the property thereupon to be made in the manner provided by law for the sale of property for ad valorem taxes; or in case of such default and on the written demand of the holder of any such certificate, the city shall exercise its charter powers and the powers conferred by such Street Improvement Law, and shall institute and prosecute a proper suit to foreclose or enforce such lien and to collect such assessment certificate, together with all interest and costs in the name of the city but for the benefit of the holder thereof; provided, that each such holder shall in advance deliver such assessment certificate and other necessary evidence to the Finance Director or their designee Secretary and to the satisfaction of the Commission provided for and indemnify the city against any claims for damages and all costs or expenses which might be incurred in any such proceedings or suit, and provided further, that neither the city nor any official of the city shall be or become obligated or liable for any error or omission in the matter or computing the amounts payable upon such certificates or in the matter of identifying the holders of such certificates; and should the city or any official thereof, for any reason whatever fail to enforce, or not proceed with effect in the enforcement of any such certificate or claim, the city shall not thereby incur any financial loss or liability, nor shall any official of the city thereby in any manner incur any personal liability; and provided further, that nothing herein contained shall be deemed to deprive the holder of any such certificate of his personal right to use any lawful means of collecting such certificate, including the right at his own cost and expense to bring and conduct suit thereon in his own name in any court of competent jurisdiction. Should the City file suit to foreclose on any liens to recover unpaid assessments, expenditures, fees, interest, and expenses, it shall also be entitled to collect the maximum interest rate allowed, reasonable attorney's fees and other court costs and fees allowable under the law.

(1962 Code, § 9-7-19)

...

## 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 8<sup>th</sup> day of December, 2014.

**PASSED AND APPROVED** on this the 15<sup>th</sup> day of December, 2014.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# **AGENDA ITEM #11**

**ORDINANCE NO. 2014-\_\_\_\_\_**

**AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES BY ADOPTING SECTION 3-10-60, PROVIDING FOR COLLECTION FEE ON DELINQUENT DEBTS TO CITY, INCLUDING ATTORNEY'S FEES AND COURT COSTS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.**

**WHEREAS**, the City is updating the language on lien foreclosure collections and desires to clarify the fees and costs to be covered should a foreclosure proceeding or lawsuit occur, to make it more consistent with other sections of the code; and

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

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

I.

**THAT** Section 3-10-60 of Article 10: Revenue and Finance of Chapter III, Administration, of the Code of Ordinances of the City of Kingsville, Texas, shall be adopted to read as follows:

...

**§ 3-10-60 COLLECTION FEE.**

Should the City file suit to collect on any past due debts or to foreclose on any liens to recover unpaid assessments, expenditures, fees, interest, and expenses, it shall also be entitled to collect the maximum interest rate allowed, reasonable attorney's fees and other court costs and fees allowable under the law.

...

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 8<sup>th</sup> day of December, 2014.

**PASSED AND APPROVED** on this the 15<sup>th</sup> day of December, 2014.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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