

# *City of Kingsville, Texas*

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## **AGENDA CITY COMMISSION TUESDAY, OCTOBER 13, 2020 REGULAR MEETING**

**CITY HALL  
HELEN KLEBERG GROVES COMMUNITY ROOM  
400 WEST KING AVENUE  
5:00 P.M.**

**Conference Line call: 1 (415) 655-0001 and  
when prompted type access code: 126 210 9951 #**

**OR**

**Live Videostream: <http://www.cityofkingsville.com/webex>**

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

#### **OPEN MEETING**

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

**MINUTES OF PREVIOUS MEETING(S)**

Regular Meeting-September 28, 2020

APPROVED BY:

*Mark McLaughlin by TD*  
Mark McLaughlin  
City Manager

**\*\*AUDIENCE AND PRESENTER SOCIAL DISTANCING  
AND PUBLIC TESTIMONY AND PUBLIC HEARING INPUT  
AT PUBLIC MEETINGS OF THE CITY COMMISSION. To**

reduce the chance of COVID-19 transmission, public meetings will be held in a manner intended to separate, to the maximum practical extent, audience and presenters from personal contact with members of Community, City Staff, and City Commission. Public testimony and public hearing input for Public Comment and all items on the agenda at public meetings of the City Commission shall be provided in written format and presented to the City Secretary and/or designee prior to the start of each meeting of the City Commission. This testimony and/or public input shall be in accordance with the City Secretary's instructions, which shall be posted on the City Secretary's outdoor public bulletin board at City Hall and on the City website and allow for electronic submission. The written public testimony shall be provided to members of the City Commission prior to voting on measures for that meeting. Written testimony shall be limited in accordance with the City Secretary requirements and shall be placed into the record of each meeting. This written testimony shall serve as the required public testimony pursuant to Texas Government Code section 551.007 and shall constitute a public hearing for purposes of any public hearing requirement under law. The meeting may be held telephonically or via videoconference; and, if so conducted, the public may participate remotely by following the instructions of the City Secretary which would

be posted on the City Secretary's outdoor public bulletin at City Hall and on the City website.

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

1. None.

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

*"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, Condemnation Update, Proposed Development Report; Accounting & Finance – Financial & Investment Information, Investment Report, Quarterly Budget Report, Monthly Financial Reports, Utilities Billing Update; Police & Fire Department – Grant Update, Police & Fire Reports; Streets Update; Public Works; Landfill Update, Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, Emergency Management, Administration –Workshop Schedule, Interlocal Agreements, Public Information, Health Department, Hotel Occupancy Report, Quiet Zone, SEP, Legislative Update, Proclamations, Employee Recognition, Health Plan Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project, Financial Advisor, Wastewater Treatment Plant, Water And Wastewater Rate Study Presentation, Golf Course, Library Summer Programs, Grants Update. No formal action can be taken on these items at this time."*

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

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

**V. Consent Agenda  
Notice to the Public**

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

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

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

1. Motion to approve final passage of an ordinance amending the Fiscal Year 2020-2021 Budget to receive and expend Park donations for the Healthy Family Recreational Programs from Walmart. (Parks Director).
2. Motion to approve final passage of an ordinance amending the City of Kingsville Code of Ordinances Chapter VII, Article 8-Traffic Control Devices, Section 3 Traffic Control

Areas, providing for one-way traffic going from east to west on Veteran's Memorial Drive from 12<sup>th</sup> Street to 11<sup>th</sup> Street. (City Engineer).

3. Motion to approve renewal of membership with Electric Reliability Council of Texas (ERCOT) for 2021. (City Attorney).
4. Motion to consider reappointment of DJ Flores, Linda Castaneda, Clarice Williams, Sandra Seymour, Trisha Gottschalk, and Ruben Cantu to the Parks Advisory Board as per staff recommendation. (Parks Director).

## **REGULAR AGENDA**

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

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

5. Discussion on possible action to authorize Estrada Hinojosa as Financial Advisor and Winstead PC as Bond Counsel to assist the City in the preparation and submittal of the Texas Water Development Board Flood Infrastructure Fund (FIF) for various projects designated by the City and any other matters related thereto. (Finance Director).
6. Consider a resolution authorizing the commencement of proceedings relating to the Flood Infrastructure Fund financing; and other matters related thereto. (Finance Director).
7. Consider a resolution by the City Commission of the City of Kingsville, Texas requesting financial assistance from the Texas Water Development Board Flood Infrastructure Fund or any other program that the City may qualify for; authorizing the filing of an application for assistance; and making certain findings in connection therewith. (City Engineer).
8. Consider a resolution authorizing the Mayor to execute an Advance Funding Agreement (AFA) with the Texas Department of Transportation for a Safe Routes to School-Infrastructure (SRTS) Project. (City Engineer).
9. Consider introduction of an ordinance amending the City of Kingsville Drainage Master Plan. (City Engineer).
10. Consider a resolution authorizing the Mayor to enter into an Interlocal Cooperation Agreement between the Kleberg County Attorney's Office and Kingsville Police Department for Law Enforcement Services. (Police Chief).
11. Consider a resolution authorizing participation in and acceptance of funds from the 2021 Selective Traffic Enforcement Program with the Texas Department of Transportation for Police traffic enforcement with an anticipated cash match; authorizing the Chief of Police to act on the City's behalf with such program. (Police Chief).
12. Consider accepting a donation from Texas Community Federal Credit Union for KPD's 2<sup>nd</sup> Annual Trunk or Treat Event. (Police Chief).
13. Consider introduction of an ordinance amending the Fiscal Year 2020-2021 Budget to accept and expend donation from Texas Community Federal Credit Union for the Police Department Halloween for Trunk or Treat Event. (Police Chief).
14. Consider introduction of an ordinance amending the Fiscal Year 2020-2021 Budget to appropriate funding for a carry over project for the replacement of an effluent line and isolation valves. (Public Works Director).

15. Consider introduction of an ordinance amending the Fiscal Year 2020-2021 Budget to appropriate funding for the carry-over Texas CDBG Grant Project #7219012 for sidewalk improvements. (Finance Director).

## VII. Adjournment.

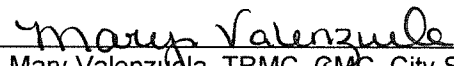
1. No person's comments shall exceed 5 minutes. Cannot be extended by Commission.
2. No person's comments shall exceed 5 minutes without permission of majority of Commission.
3. Comments are limited to 3 minutes per person. May be extended or permitted at other times in the meeting only with 5 affirmative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

### NOTICE

This City of Kingsville and Community Room 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 located at City Hall, 400 West King Ave, of the City of Kingsville, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time:

October 8, 2020 at 4:00 P.M. and remained so posted continuously for at least 72 hours proceeding the schedule time of said meeting.

  
\_\_\_\_\_  
Mary Valenzuela, TRMC, GMC, 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)**

SEPTEMBER 28, 2020

**A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, SEPTEMBER 28, 2020 IN THE HELEN KLEBERG GROVES COMMUNITY ROOM, 400 WEST KING AVENUE, KINGSVILLE, TEXAS AT 5:00 P.M.**

**CITY COMMISSION PRESENT:**

Sam R. Fugate, Mayor  
Edna Lopez, Commissioner  
Hector Hinojosa, Commissioner  
Arturo Pecos, Commissioner  
Dianne Leubert, Commissioner

**CITY STAFF PRESENT:**

Mark McLaughlin, City Manager  
Mary Valenzuela, City Secretary  
Courtney Alvarez, City Attorney  
Kyle Benson, IT Manager  
Derek Williams, IT  
Ricardo Torres, Police Chief  
Deborah Balli, Finance Director  
Janine Reyes, Tourism Director  
Susan Ivy, Parks & Recreation Director  
Juan Adame, Fire Chief  
Ron Lee, Fire Marshall  
Diana Gonzales, Human Resources Director  
Uchechukwu Echeozo, Director of Planning & Development Services  
Rudy Mora, Engineer  
Steve Palacios, Fire Department  
James Creek, Fire Department

**I. Preliminary Proceedings.**

**OPEN MEETING**

Mayor Fugate opened the meeting at 5:00 p.m. with all five Commission members present.

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

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

**MINUTES OF PREVIOUS MEETING(S)**

Special Meeting - August 17, 2020

Special Meeting - August 18, 2020

Regular Meeting - August 24, 2020

Special Meeting - August 25, 2020

Regular Meeting - September 14, 2020

**Motion made by Commissioner Lopez to approve the minutes of August 17<sup>th</sup>, August 24<sup>th</sup>, August 25<sup>th</sup>, and September 14, 2020 as presented, seconded by Commissioner Leubert. The motion was passed and approved by the following vote: Lopez, Hinojosa, Leubert, Pecos, Fugate voting “FOR”.**

**Motion made by Commissioner Lopez to approve the minutes of August 18, 2020 as presented, seconded by Commissioner Leubert. The motion was passed and**

approved by the following vote: Lopez, Hinojosa, Leubert, Pecos voting "FOR". Fugate "ABSTAINED".

**\*\*AUDIENCE AND PRESENTER SOCIAL DISTANCING AND PUBLIC TESTIMONY AND PUBLIC HEARING INPUT AT PUBLIC MEETINGS OF THE CITY COMMISSION.**

To reduce the chance of COVID-19 transmission, public meetings will be held in a manner intended to separate, to the maximum practical extent, audience and presenters from personal contact with members of Community, City Staff, and City Commission. Public testimony and public hearing input for Public Comment and all items on the agenda at public meetings of the City Commission shall be provided in written format and presented to the City Secretary and/or designee prior to the start of each meeting of the City Commission. This testimony and/or public input shall be in accordance with the City Secretary's instructions, which shall be posted on the City Secretary's outdoor public bulletin board at City Hall and on the City website and allow for electronic submission. The written public testimony shall be provided to members of the City Commission prior to voting on measures for that meeting. Written testimony shall be limited in accordance with the City Secretary requirements and shall be placed into the record of each meeting. This written testimony shall serve as the required public testimony pursuant to Texas Government Code section 551.007 and shall constitute a public hearing for purposes of any public hearing requirement under law. The meeting may be held telephonically or via videoconference; and, if so conducted, the public may participate remotely by following the instructions of the City Secretary which would be posted on the City Secretary's outdoor public bulletin at City Hall and on the City website.

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

**1. Public hearing to accept comments on proposed flood projects in Step 2 of Flood Infrastructure Fund by the Texas Water Development Board. (City Engineer).**

Mayor Fugate read and opened this public hearing at 5:02 P.M.

Mayor Fugate announced that this is a public hearing and if anyone would like to speak on behalf of this item may do so now with a five-minute time limit. Additional time cannot be extended by City Commission.

There being no further comments, Mayor Fugate closed this public hearing at 5:04 P.M.

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

*"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, Condemnation Update, Proposed Development Report; Accounting & Finance – Financial & Investment Information, Investment Report, Quarterly Budget Report, Monthly Financial Reports, Utilities Billing Update; Police & Fire Department – Grant Update, Police & Fire Reports; Streets Update; Public Works; Landfill Update, Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, Emergency Management, Administration –Workshop Schedule, Interlocal Agreements, Public Information, Health Department, Hotel Occupancy Report, Quiet Zone, SEP, Legislative Update, Proclamations, Employee Recognition, Health Plan Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project, Financial Advisor, Wastewater Treatment Plant, Water And Wastewater Rate Study*

*Presentation, Golf Course, Library Summer Programs, Grants Update. No formal action can be taken on these items at this time."*

Mr. Mark McLaughlin, City Manager reported that the position of Downtown Manager has been filled with a start date of October 15<sup>th</sup>. He further reported that the Capital Improvement Manager has submitted his resignation on Friday which was his last day of work. He also reported that the Water Supervisor has also resigned as well. Mr. McLaughlin gave a brief update on Miller Street.

Ms. Courtney Alvarez, City Attorney reported that staff had a telephone call with the counsel for Chick-fil-A and an agreement has been reached on the definition that has been pending since last October. She is now waiting to get the finalized documents from their counsel for the City Manager to sign. She further stated that the next Commission meeting is scheduled for Tuesday, October 13<sup>th</sup> as Monday, October 12<sup>th</sup> is a holiday. Deadline for staff to submit agenda items for that meeting is October 2<sup>nd</sup>.

Mayor Fugate presented two proclamations, Fire Prevention Week and the other for National Domestic Violence Awareness and Prevention Month.

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

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

No public comments made.

#### **V.**

##### **Consent Agenda**

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

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

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

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

- 1. Motion to approve final passage of an ordinance amending Chapter IX-General Regulations, Article 8-Parks & Recreation, providing for revised cart fees for the L.E. Ramey Golf Course. (Parks Director).**
- 2. Motion to approve final passage of an ordinance amending the Fiscal Year 2019-2020 budget to cover deficit accounts. (Finance Director).**

##### **REGULAR AGENDA**

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

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

3. Consider a resolution approving the City of Kingsville's 2020 Tax Roll as submitted by the Kleberg County Tax Assessor-Collector pursuant to the Texas Property Tax Code, Chapter 26, Section 26.09(e). (Finance Director).

Motion made by Commissioner Leubert and Commissioner Hinojosa to approve the resolution approving the City of Kingsville's 2020 Tax Roll as submitted by the Kleberg County Tax Assessor-Collector pursuant to the Texas Property Tax Code, Chapter 26, Section 26.09(e), seconded by Commissioner Pecos. The motion was passed and approved by the following vote: Leubert, Pecos, Lopez, Hinojosa, Fugate voting "FOR".

4. Consider a resolution authorizing the City Manager to enter into a Collective Bargaining Agreement between the City of Kingsville, Texas and the Kingsville Law Enforcement Association for Fiscal Years 2020-2022. (Human Resources Director).

Motion made by Commissioner Leubert to approve the resolution authorizing the City Manager to enter into a Collective Bargaining Agreement between the City of Kingsville, Texas and the Kingsville Law Enforcement Association for Fiscal Years 2020-2022, seconded by Commissioner Lopez and Commissioner Pecos. The motion was passed and approved by the following vote: Pecos, Lopez, Hinojosa, Leubert, Fugate voting "FOR",

5. Consider a resolution authorizing the City Manager to enter into a Collective Bargaining Agreement between the City of Kingsville, Texas and the Kingsville Professional Firefighter's Association, International Association of Firefighters (IAFF) Local #2390 for Fiscal Years 2020-2022. (Human Resources Director).

Motion made by Commissioner Lopez and Commissioner Leubert to approve the resolution authorizing the City Manager to enter into a Collective Bargaining Agreement between the City of Kingsville, Texas and the Kingsville Professional Firefighter's Association, International Association of Firefighters (IAFF) Local #2390 for Fiscal Years 2020-2022, seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Lopez, Hinojosa, Leubert, Pecos, Fugate voting "FOR".

6. Consider a resolution amending the resolution ordering the City of Kingsville General and Special Election, designation voting precincts, establishing election procedures and appointing early voting clerk. (City Secretary). (CONSIDERE UNA RESOLUCIÓN QUE ENMIENDA LA RESOLUCIÓN QUE ORDENA LAS ELECCIONES GENERALES Y ESPECIALES DE LA CIUDAD DE KINGSVILLE, INDICA LOS DISTRITOS ELECTORALES DE VOTACIÓN, ESTABLECE LOS PROCEDIMIENTOS ELECTORALES Y NOMBRA EL SECRETARIO DE VOTACIÓN ANTICIPADA). (SECRETARIA MUNICIPAL).

Motion made by Commissioner Pecos to approve the resolution amending the resolution ordering the City of Kingsville General and Special Election, designation voting precincts, establishing election procedures and appointing early voting clerk, seconded by Commissioner Lopez.

City Secretary, Mary Valenzuela reported that this resolution is to amend the voting precincts and date changes of the two twelve-hour voting days.

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

7. Consider accepting donation from Walmart for Park's Department Healthy Families Program. (Parks Director).

**Motion made by Commissioner Leubert to approve the acceptance of a donation from Walmart for Park's Department Healthy Families Program, seconded by Commissioner Pecos. The motion was passed and approved by the following vote: Leubert, Pecos, Lopez, Hinojosa, Fugate voting "FOR".**

- 8. Consider introduction of an ordinance amending the Fiscal Year 2020-2021 Budget to receive and expend Park donations for the Healthy Family Recreational Programs from Walmart. (Parks Director).**

Introduction item.

- 9. Consider a resolution authorizing the submission of Step 2 of an application to the Texas Water Development Board for the Flood Infrastructure Fund for City drainage projects. (City Engineer).**

Mr. Rudy Mora, City Engineer reported that On June 8, 2020, the City Commission approved submitting applications to the Flood Infrastructure Fund (FIF) through the Texas Water Development Board (TWDB). On June 15, 2020 the City submitted 9 applications addressing the Master Drainage Plan as adopted by Commission in 2018. On September 17, 2020 the TWDB informed the City that all 9 applications were ranked and approved for funding. Based on TWDB calculations, the City is eligible for 43% grant funds with 0%, 30-year loan financing. There were approximately \$24 million dollars of infrastructure improvement projects submitted and approved. Drainage location 9, which ranked the highest at 66 out of 286 projects, is located at 17<sup>th</sup> Street and Corral Ave. and impacts the City's Public Works Department. I have included an attachment of all the project locations with their TWDB Prioritization Rank along with grant and loan eligible amounts. I discussed options with the City Manager on what projects to proceed with in Step 2 of the application process, which is due by October 19, 2020. The City is required to submit an Intent to Apply by September 30, 2020. Failure to submit either of these will remove the projects from the funding list.

Mr. Mora further stated that Option 1, the City will propose applying for locations 1, 3, 4 and 7. These locations are ranked 2, 3, 4 and 5 on the TWDB prioritization list (not in order by location). Option 1 projects total \$6,200,000 and will result in a grant award of \$2,666,000 plus a \$3,360,000, 0% interest, 30-year loan. The annual loan payment would be \$112,000 per year. This option requires a City cash contribution of \$174,000. Option 2, the City will propose applying for location 9. This location is ranked 1 on the TWDB prioritization list. Option 2 project totals \$5,600,000 and will result in a grant award of \$2,408,000 plus a \$3,192,000, 0% interest, 30-year loan. The annual loan payment would be \$106,400 per year. Either option selected will require a combination of grant funds and a 0% loan for 30-years. As part of the loan terms from TWDB, the recipient of the loan must establish an adequate source of revenue and/or demonstrate adequate security for the repayment of the loan as it becomes due. The 5 locations proposed in Option 1 and 2 ranked within the TWDB funding of \$779 million dollars. Locations that are not part of the TWDB Step 2 applications can be applied for in the General Land Office CDBG-MIT grant.

Fund 55, Stormwater User Fee can fund the 0% interest, 30-year loan with a maximum repayment amount of \$112,000 per year. The City would need to transfer funds from 068 into Fund 55 to cover the amount over the repayment amount per year.

Commissioner Leubert commented that the Commission listens to the employees and City Manager and further stated that although Option 2 is important, Option 1 would be the best options as it affects homes.

**Motion made by Commissioner Leubert to approve resolution authorizing the submission of Step 2 of an application to the Texas Water Development Board**

**for the Flood Infrastructure Fund for City drainage projects, Option 1, seconded by Commissioner Pecos.**

Commissioner Lopez asked what happens to the other locations in Option 1? Mr. Mora responded that they will be part of the General Land Office application which has a 1% match. Commissioner Lopez asked if this included the Circle Drive area.

Mr. Charlie Cardenas, ICE Engineers stated that Circle Drive is in the Drainage Master Plan and further commented that they will be going out for additional grants (CDBG) as well. He further stated that all the area is included in the CDBG Grant as well. He stated that if the City of Kingsville doesn't get it under the Texas Water Development Board Grant, there is the opportunity to apply for the CDBG Grant as well. The CDBG Grant is a 99% grant with a matching fund of 1%.

Commissioner Lopez commented that the reason she asked about Circle Drive and with staff mentioning Caesars Ditch, this drains straight into it.

Mr. McLaughlin commented that it is not only to the Caesar ditch on the Southside it is also the Caesar ditch on the Northside as well which both must be addressed. He further stated that if the Commission decides not to do this and take a loan of 57% of the value of Option 1 and go through that process, if the city gets it then the city is committed. If the city doesn't get it or if the city would have passed on this hoping for the CDBG Mitigation Grant which is due October 30<sup>th</sup>. If the city waits for the Mitigation Grant and the grant only having a 1% match, every city will be applying for the grant.

Commissioner Lopez commented that she agrees with Commissioner Leubert comment.

**The motion was passed and approved by the following vote: Pecos, Lopez, Hinojosa, Leubert, Fugate voting "FOR".**

**10. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances Chapter VII, Article 8-Traffic Control Devices, Section 3 Traffic Control Areas, providing for one-way traffic going from east to west on Veteran's Memorial Drive from 12<sup>th</sup> Street to 11<sup>th</sup> Street. (City Engineer).**

Mr. Mora stated that in order to ease congestion and enhance safety, especially during election season, Kleberg County is requesting that Veteran's Memorial Drive be converted to a one-way traffic only, heading west. This would be between 11<sup>th</sup> and 12<sup>th</sup> Street. The road on the opposite side of the Courthouse is already a one-way street heading east.

Introduction item.

**VI. Adjournment.**

There being no further business to come before the City Commission, the meeting was adjourned at 5:37 P.M.

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Sam R. Fugate, Mayor

**ATTEST:**

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Mary Valenzuela, TRMC, CMC, City Secretary

# **CONSENT AGENDA**



# **AGENDA ITEM #1**

**City of Kingsville  
Parks & Recreation Department**

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TO: Mayor and City Commissioners  
CC: Mark McLaughlin, City Manager  
FROM: Susan Ivy, Parks Director  
DATE: September 18, 2020  
SUBJECT: Agenda Request – Receipt of Donation from Walmart – Kingsville

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**Summary:** We are requesting the approval of the receipt of a \$2500 donation from Walmart Kingsville to the Kingsville Parks & Recreation Department for the 2020/2021 Healthy Family Events.

**Background:** Parks Dept had applied for funding through this foundation for last year's event schedule but due to Covid expenses they were not able to donate. They have authorized this grant for the coming year for our schedule of community events inspiring healthy lifestyles.

**Financial Impact:** This donation will increase the recreational programs in the Recreation Division of the Park Budget by \$2,500.00.

**Recommendation:** We respectfully request that this donation be approved to be expended for the purpose indicated by Walmart and that an associated budget amendment be approved as well.



**ORDINANCE NO. 2020-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2020-2021 BUDGET TO RECEIVE AND EXPEND PARK DONATIONS FOR THE HEALTHY FAMILY RECREATIONAL PROGRAMS FROM WALMART.**

**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 2020-2021 budget be amended as follows:

CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
<b>Fund 001 – General Fund</b>					
<b>Revenues - 4</b>					
4513	Recreation	Park Donations	58003	\$2,500	
<b>Expenditures - 5</b>					
4513	Recreation	Recreational Programs	31499	\$2,500	

[To amend the City of Kingsville FY 20-21 Budget to accept and expend Park donations for the Healthy Family recreational programs from Walmart. Funds will come from the donation received.]

II.

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

III.

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

IV.

**THAT** this Ordinance shall not be codified but shall become effective on and after adoption and publication as required by law.

**INTRODUCED** on this the 28th day of September, 2020.

**PASSED AND APPROVED** on this the 13th day of October, 2020.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

## **AGENDA ITEM #2**

**City of Kingsville  
Engineering Dept.**

TO: Mayor and City Commission

CC: Mark McLaughlin, City Manager

FROM: Rutilio P. Mora Jr., P.E, City Engineer

DATE: September 28, 2020

SUBJECT: Discuss and consider converting Veteran's Memorial Drive to One-Way only traffic going from east to west.

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**Summary:**

In order to ease congestion and enhance safety - especially during election season - Kleberg County is requesting Veteran's Memorial Drive to be converted to One - Way only traffic going from east to west.

The County Clerk anticipates over 5,000 voters will be in the area during the upcoming Presidential Election Season. The resulting high traffic volume increases the risk for voters and workers crossing Veteran's Memorial Drive to and from the Courthouse and their parking spaces. A single direction for traffic will simplify movement of both vehicles and pedestrians.

**Background:**

Pvt. Pedro T. Soto St. on the north side of the Kleberg County Courthouse is currently a One-Way street going from west to east.

**Financial Impact:**

The total cost for signs, posts, & brackets is \$353.89, which will come from line item 001-5-3050-52200 Signs and Signals.

**Recommendation:**

Staff recommends approval of converting Veteran's Memorial Drive to One-Way only traffic going from east to west.

**Attachments:**

Site Map

Draft Ordinance

KLEBERG COUNTY COURTHOUSE SQUARE - CURRENT VIEW





VETERANS MEMORIAL DRIVE CURRENT SIGNAGE



R5-1

PROPOSED SIGNAGE FOR ONE-WAY TRAFFIC, (Current Parking Layout to Remain)



**ORDINANCE NO. 2020-\_\_\_\_\_**

**AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES CHAPTER VII, ARTICLE 8-TRAFFIC CONTROL DEVICES, SECTION 3 TRAFFIC CONTROL AREAS; PROVIDING FOR ONE-WAY TRAFFIC GOING FROM EAST TO WEST ON VETERAN'S MEMORIAL DRIVE FROM 12<sup>TH</sup> STREET TO 11<sup>TH</sup> STREET; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.**

**WHEREAS**, a request has been received from County officials to increase pedestrian traffic safety on the south side of the courthouse by making one-way traffic going from east to west on Veteran's Memorial Drive from 12<sup>th</sup> Street to 11<sup>th</sup> Street where there is currently two-way traffic;

**WHEREAS**, City staff has reviewed the request and finds it to be reasonable and in the best interest of the public for traffic and pedestrian safety;

**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** Schedule II of Article 8: Traffic Control Devices of Chapter VII, Traffic Code, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

**Sec. 7-8-3. Traffic Control Areas.**

...  
(B)...

**TABLE INSET:**

AREA G		
Intersection	Direction	Device
...	...	...
11. Lee St. at Sixth St.	Eastbound - Westbound	Remove traffic signal Install stop signs
<u>12. Veteran's Memorial Drive from 12<sup>th</sup> Street to 11<sup>th</sup> Street</u>	<u>East to West</u>	<u>One Way Traffic</u>

II.

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

III.

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

IV.

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

**INTRODUCED** on this the 28th day of September, 2020.

**PASSED AND APPROVED** on this the 13th day of October, 2020.

Effective Date: \_\_\_\_\_

\_\_\_\_\_  
Sam Fugate, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# **AGENDA ITEM #3**



**CITY OF KINGSVILLE  
LEGAL DEPARTMENT**

P.O. Box 1458, Kingsville Texas 78364 Phone: 361-595-8016 Fax: 361-592-4696

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Date: October 5, 2020

To: City Commission Members

From: Courtney Alvarez, City Attorney

Re: ERCOT Membership Renewal

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**AGENDA ITEM:** Consider joining the Electric Reliability Council of Texas ("ERCOT") for 2021.

**ISSUE:** The City received notice that the ERCOT membership applications for 2021 are due by November 6, 2020, and it has been recommended that we join to give cities greater representation in ERCOT and on ERCOT's policy-making boards.

**BACKGROUND:** The City has been a member of ERCOT each year since 2009. ERCOT has begun accepting membership applications for 2020. In order to vote in the upcoming ERCOT elections, our city must be a member of ERCOT by November 6, 2020.

Since 2008, cities succeeded in placing city representatives on ERCOT's Board of Directors and on the Technical Advisory Committee due to their strong presence at ERCOT. ERCOT is an important arena in the effort to ensure that electricity rates in the deregulated Texas market are reasonable and stable. ERCOT membership is a straightforward way to influence electric market policy and costs \$100 to join. Membership in ERCOT gives the consumer presence greater clout at ERCOT and allows us to vote for city representatives to serve on ERCOT's most important policy-making bodies.

**REQUIRED COMMISSION ACTION:** Authorize staff to submit an application to join ERCOT for 2021 that includes payment of a \$100 membership fee.

**FUNDING:** Funds are available in the General Fund-City Special account.

**CONCLUSION & RECOMMENDATION:** Authorize staff to submit an application to join ERCOT for 2021.

Mr. Brewster's Direct Line: (512) 322-5831  
Email: [cbrewster@lglawfirm.com](mailto:cbrewster@lglawfirm.com)  
Fax: (512) 472-0532

## MEMORANDUM

TO: City and Other Political Subdivision Members of ERCOT  
FROM: Chris Brewster  
DATE: October 2, 2020  
RE: ERCOT Membership Renewal for 2021

The purpose of this memorandum is to recommend that your city or other political subdivision renew its membership in the Electric Reliability Council of Texas ("ERCOT") for 2021. For the reasons we detail below, an ERCOT membership continues to be a straightforward and cost-effective way for your city to influence electric policy in Texas, and **we recommend that you submit your ERCOT membership renewal application and fee by Friday, November 6, 2020. The membership fee is \$100 per year.**

### WHAT IS ERCOT?

ERCOT is the entity that is responsible for operating the electric grid in the deregulated portion of Texas. Furthermore, ERCOT maintains the set of complicated rules that frame the way that electricity is bought and sold in the deregulated wholesale market. Through a process of negotiation and deliberation within committees of interested parties, the ERCOT stakeholder process is constantly reviewing and revising these rules, known as the ERCOT protocols. Most of the issues addressed at ERCOT are addressed nowhere else—the Public Utility Commission has largely delegated these issues to the ERCOT stakeholder process.

### WHAT ROLE DO CITIES PLAY IN THE ERCOT PROCESS?

Consumers, such as cities and other political subdivisions, have a voice in ERCOT's decision-making process. Each segment of the ERCOT market has a vote on issues before ERCOT, through its representatives on the Technical Advisory Committee ("TAC") and the Board of Directors ("Board").

TAC and the Board are the bodies responsible for making the most important decisions about the detailed workings of the ERCOT market. These decisions can have bottom-line impacts on electricity prices. A total of 125 cities and other political subdivisions joined ERCOT in 2020. With this membership strength, cities successfully elected two city representatives to TAC and one director to ERCOT's Board of Directors for 2021. A strong contingent of city members would make continuation of this strong presence likely for 2021.

As you know, consumers in ERCOT face constant efforts by power generators and power marketers to modify the electricity market in ways that would increase prices. In 2021, ERCOT and the PUC will continue their work on several major market redesign initiatives. As a result, Cities' presence in the ERCOT process as a voice for consumers continues to be important.

### WHAT DOES AN ERCOT MEMBERSHIP REQUIRE?

It is not difficult to renew your ERCOT membership. A simple form is required, along with payment of a \$100 membership fee. In the pages that follow, you find a guide to completion of the form. We are also available to assist you; please feel welcome to call me (Chris Brewster) at my phone number at the top of this memorandum, or email me at [cbrewster@lglawfirm.com](mailto:cbrewster@lglawfirm.com).

In order to vote for candidates for the 2021 Technical Advisory Committee and the Board of Directors, ERCOT must receive your renewal application and \$100 fee by Friday, November 6, 2020.

In completing the attached form, please note the following:

- Only corporate members may vote in ERCOT matters. In response to **Question No. A.2** on the form, we recommend that cities renew as **Corporate**, rather than associate, members. *[for your convenience, we have already checked this option]*
- On the following list of member cities, you can see which Consumer segment (Small or Large Commercial) your city joined in for 2020. **We recommend that you choose the same segment on Question No. A.4 when renewing your membership for 2021.** Please call me (Chris Brewster) at 512-402-4311 (or email: [cbrewster@lglawfirm.com](mailto:cbrewster@lglawfirm.com)) if you have any questions about this.
- For corporate members in the Small or Large Commercial Consumer Segment, the renewal fee is **\$100**. The form designates how the payment is to be made in paragraph A.3.
- In response to **Question No. A.5, please designate as your authorized representative** an employee of your city that can receive notices from ERCOT. ERCOT contacts its members very rarely; this person will not be inundated with emails, but may be asked to vote on important issues from time-to-time. During the coming year, please feel free to forward anything you receive from ERCOT to me at the email address above.
- There is **no need to answer Question No. A.6**, as it is not relevant to cities' memberships in ERCOT.
- Item A.3 on the form states the address at which to mail the form to ERCOT, but this can also be done by **email: [membership@ercot.com](mailto:membership@ercot.com)**. Please note that if you submit your application via email, **you must still send the \$100 fee to ERCOT by wire transfer**. Due to precautions in place related to COVID-19, ERCOT is requiring submission of all Annual Member Dues by wire transfer; ERCOT is NOT accepting credit card or check payments this year. Contact ERCOT at [membership@ercot.com](mailto:membership@ercot.com) for electronic funds transfer instructions. If payment by wire presents a difficulty for you, please contact Chris Brewster by email at [cbrewster@lglawfirm.com](mailto:cbrewster@lglawfirm.com), or at (512) 402-4311.
- After you have sent your application to ERCOT, please forward a copy of your application to us at [cbrewster@lglawfirm.com](mailto:cbrewster@lglawfirm.com) or fax (512) 472-0532. This will help us track pending applications, and will allow us to follow up with ERCOT if issues arise.

Please feel free to call or email us if you have any questions in completing the form or about ERCOT in general.

## ERCOT Member Cities

October 2, 2020

Page 3

### **SMALL COMMERCIAL**

1. Aransas Co. Municipal Utility District No. 1
2. City of Benbrook
3. City of Breckenridge
4. City of Bridgeport
5. City of Burkburnett
6. City of Cedar Hill
7. City of Celina
8. City of Clear Lake Shores
9. City of Colleyville
10. City of Colorado City
11. City of Copperas Cove
12. City of Corinth
13. City of Crowley
14. City of Dalworthington Gardens
15. City of DeSoto
16. City of Dublin
17. City of Duncanville
18. City of Early
19. City of Eastland
20. City of Ennis
21. City of Everman
22. City of Fate
23. City of Frisco
24. City of Glenn Heights
25. City of Hamilton
26. City of Harker Heights
27. City of Haslet
28. City of Hewitt
29. City of Howe
30. City of Ingleside
31. City of Josephine
32. City of Keller
33. City of Krum
34. City of La Feria
35. City of La Marque
36. City of Lake Worth
37. City of Lancaster
38. City of Lorena
39. City of Morgan's Point
40. City of Murchison
41. City of Oak Point
42. City of Ovilla
43. City of Paris
44. City of Piney Point Village
45. City of Point Comfort
46. City of Portland
47. City of Pottsboro
48. City of Rhome
49. City of River Oaks
50. City of Rotan
51. City of Rowlett
52. City of Sachse
53. City of Saginaw

54. City of Seagoville
55. City of Simonton
56. City of Snyder
57. City of Springtown
58. City of Texas City
59. City of Webster
60. City of Weston Lakes
61. City of Wharton
62. City of White Settlement
63. City of Woodway
64. City of Wylie
65. Town of Fulton
66. Town of Highland Park
67. Town of Laguna Vista
68. Town of Lakeside
69. Town of Prosper
70. Town of Trophy Club
- LARGE COMMERCIAL**
71. Aquilla Water Supply District
72. City of Alamo
73. City of Allen
74. City of Arlington
75. City of Bedford
76. City of Bellmead
77. City of Brownwood
78. City of Canton
79. City of Carrollton
80. City of Cleburne
81. City of Coppell
82. City of Corpus Christi
83. City of Dallas
84. City of Decatur
85. City of Denison
86. City of Euless
87. City of Farmers Branch
88. City of Fort Worth
89. City of Grand Prairie
90. City of Grapevine
91. City of Houston
92. City of Irving
93. City of Killeen
94. City of Kingsville
95. City of Lake Jackson
96. City of Lewisville
97. City of McAllen
98. City of Mercedes
99. City of Mesquite
100. City of Midlothian
101. City of Mont Belvieu
102. City of North Richland Hills
103. City of Odessa
103. City of Richland Hills
104. City of Robinson
105. City of Rockport
106. City of San Angelo

107. City of Seadrift
108. City of Stephenville
109. City of Sugar Land
110. City of Sulphur Springs
111. City of Sweetwater
112. City of Taylor Lake Village
113. City of Temple
114. City of The Colony
115. City of Tyler
116. City of Vernon
117. City of Victoria
118. City of Waco
119. City of Watauga
120. City of Waxahachie
121. City of Wichita Falls
122. Housing Authority of the City of Harlingen dba Harlingen Housing Authority
123. Johnson County Special Utility District
124. South Texas Water Authority
125. Town of Flower Mound



**ELECTRIC RELIABILITY COUNCIL OF TEXAS, INC.  
MEMBERSHIP APPLICATION AND AGREEMENT FOR MEMBERSHIP YEAR 2021**

This Membership Application and Agreement for Membership Year 2021 (Agreement) is made and entered into by and between Electric Reliability Council of Texas, Inc. (ERCOT) and City of Kingsville, Texas (Applicant). In consideration of the mutual covenants contained herein Applicant hereby submits its application for ERCOT Membership (Membership) and agrees to be bound by the obligations of Membership as further described herein and the ERCOT Bylaws. ERCOT will review this application and will provide Member services and benefits described herein, subject to the terms and conditions of this Agreement and the ERCOT Bylaws, provided that Applicant meets the requirements to become an ERCOT Member (Member). This Agreement shall be effective as of the date that ERCOT provides written notice approving this application for Membership Year 2021 (Effective Date).

Capitalized terms that are not defined in this Agreement shall have the meaning as defined in the ERCOT Bylaws, as amended from time to time.

**A. Membership Application Information.**

**1. Legal Name of Applicant.**

Provide full corporate name and, if applicable, assumed "doing business as" name, of Applicant applying for Membership.

City of Kingsville, Texas

**2. Type of Membership.**

Select **ONE** of three available types of Membership below (that is, Corporate, Associate or Adjunct).

Members who are Affiliates (as defined in the ERCOT Bylaws) may hold only one Corporate Membership among such Members.

Other applicants applying for additional ERCOT Memberships, such as an Associate Membership, must use a separate Agreement for each Membership.

The applicable Annual Member Dues listed below for each Membership type provide Corporate Members with voting rights pursuant to the ERCOT Bylaws and entitle Members to services ERCOT provides such as hosting ERCOT meetings, providing Members with necessary information and such other Member services as ERCOT may from time to time offer.



☒ **Corporate.** Voting. \$2,000 per Membership Year (except Residential and Commercial Consumer Members' Annual Member Dues are \$100 per Membership Year). Corporate Membership includes the right to vote on matters submitted to the general Membership, such as election of Board Directors, election of Technical Advisory Committee (TAC) Representatives and TAC subcommittees, and amendments to the Certificate of Formation (formerly known as the Articles of Incorporation) and the ERCOT Bylaws.

Residential Consumer Members do not elect a Director to represent the Residential Consumer interests as the Public Counsel is mandated to represent these interests as an *ex officio* Director on the Board. The Office of Public Utility Counsel (OPUC) and the appointed Residential Consumer TAC Representative shall be eligible to be Corporate Members without the payment of Annual Member Dues.

☐ **Associate.** Non-voting. \$500 per Membership Year (except Residential and Commercial Consumer Members' Annual Member Dues are \$50 per year). Associate Membership does not provide any voting rights for matters submitted to the general Membership. However, an Associate Member may be elected by Corporate Members to serve as a voting member of the Board, TAC or a TAC subcommittee.

☐ **Adjunct.** Non-voting. \$500 per Membership Year. Applicants not meeting the Segment requirements for Membership may join as Adjunct Members upon Board approval. Adjunct Membership does not provide any voting rights for matters submitted to the general Membership nor any right to be elected or appointed to the Board, TAC or a TAC subcommittee. Adjunct Members shall be bound by the same obligations as other Members.

### 3. **Payment of Annual Member Dues.**

The applicable Annual Member Dues must be paid and received by ERCOT by the Record Date, as determined pursuant to the ERCOT Bylaws and defined in Section B.3. below, in order for the Member to participate in the elections for the Membership Year 2021. **As a result of the Coronavirus-19 pandemic, ERCOT has implemented a mandatory work-from-home policy for all ERCOT staff not required to be on site to fulfill ERCOT's functions. During this time, ERCOT has reduced staff available to receive, distribute, and manage incoming postal mail, deliveries, faxes on a daily basis. As such, ERCOT requests submission of all Annual Member Dues by wire transfer. Contact ERCOT at [membership@ercot.com](mailto:membership@ercot.com) for electronic funds transfer instructions.**

#### 4. Segment Eligibility.

Check **ONE** Segment designation, as further described in the ERCOT Bylaws, for which Applicant believes in good faith that Applicant is eligible.

☒ **Consumer.** Any entity meeting the definition for Residential Consumers, Commercial Consumers or Industrial Consumers as set forth in the ERCOT Bylaws.

Check **ONE** Subsegment designation:

- ☐ **Residential Consumer.** The appointed Board Director representing residential consumer interests, an organization or agency representing the interests of residential consumers in the ERCOT Region, or the Residential Consumer TAC Representative.
- ☐ **Small Commercial Consumer.** A commercial consumer having a peak demand of 1000 KW or less (or an organization representing such consumers).
- ☒ **Large Commercial Consumer** A commercial consumer having a peak demand greater than 1000 KW.
- ☐ **Industrial Consumer.** An industrial consumer with at least one meter with average monthly demand greater than 1 megawatt consumed within the ERCOT Region engaged in an industrial process.

An entity applying for ERCOT membership as a Residential Consumer, Small Commercial Consumer or Large Commercial Consumer is ineligible if that entity has interests in the electric industry in any other capacity than as an end-use consumer or represents the interests of another entity that has interests in the electric industry in any other capacity than as an end-use consumer.

The three Consumer Directors of the Board have the right to determine Applicant eligibility in the Residential and Commercial Subsegments as provided in the ERCOT Bylaws.

- ☐ **Cooperative.** An Entity operating in the ERCOT Region that is:
- (i) A corporation organized under Chapter 161 of the Texas Utilities Code or a predecessor statute to Chapter 161 and operating under that chapter;
  - (ii) A corporation organized as an electric cooperative in a state other than Texas that has obtained a certificate of authority to conduct affairs in the State of Texas;

- (iii) A cooperative association organized under Chapter 251 of the Texas Business Organizations Code or a predecessor to that statute and operating under that statute; or
- (iv) A River Authority as defined in Tex. Water Code §30.003.

☐ **Independent Generator.** Any entity that is not a Transmission and Distribution Entity (T&D Entity) or an Affiliate of a T&D Entity and that (i) owns or controls generation of at least 10 MW in the ERCOT Region; or (ii) is preparing to operate and control generation of at least 10 MW in the ERCOT Region, and has approval of the appropriate governmental authority, has any necessary real property rights, has given the connecting transmission provider written authorization to proceed with construction and has provided security to the connecting transmission provider.

☐ **Independent Power Marketer.** Any entity that is not a T&D Entity or an Affiliate of a T&D Entity and is registered at the Public Utility Commission of Texas (PUCT) as a Power Marketer to serve in the ERCOT Region.

☐ **Independent Retail Electric Provider (REP).** Any entity that is certified by the PUCT to serve in the ERCOT Region as a Retail Electric Provider under PURA §39.352 and that is not an Affiliate of a T&D Entity.

☐ **Aggregator.** For purposes of Segment classification, an aggregator may register to participate in this Segment if unable to qualify in any other Segment.

☐ **Investor-Owned Utility.**

- (i) An investor-held, for-profit “electric utility” as defined in PURA §31.002(6) that:
  - (a) Operates within the ERCOT Region;
  - (b) Owns 345 kV interconnected transmission facilities in the ERCOT Region;
  - (c) Owns more than 500 pole miles of transmission facilities in the ERCOT Region; or
  - (d) Is an Affiliate of an entity described in (a), (b) or (c); or
- (ii) A public utility holding company of any such electric utility.

☐ **Municipal.** An entity operating in the ERCOT Region that owns or controls transmission or distribution facilities, owns or controls dispatchable generating facilities, or provides retail electric service and is either:

- (i) A municipally owned utility as defined in PURA §11.003 or
- (ii) A River Authority as defined in Tex. Water Code §30.003.

**5. Identification of Applicant's Designated Representative and Designated Representative Alternate.**

**a. Designated Representative.**

ERCOT requires Applicant to designate an official representative in order for ERCOT to conduct ERCOT's corporate business (that is, for ERCOT to provide notice to each of its Members and for Members to participate and/or vote at Membership meetings, as applicable). Applicant identifies its designated representative for required notices to ERCOT Members, participation in meetings of the Corporate Members and voting issues, as applicable, as follows:

Name: Courtney Alvarez  
Title: City Attorney  
Address: PO Box 1458  
City, State, Zip: Kingsville, TX 78364  
Phone: (361) 505-8016  
Email: calvarez@cityofkingsville.com

**b. Designated Representative Alternate.**

In the event that ERCOT is unable to contact Applicant's designated representative for any reason after reasonable attempts, Applicant identifies a designated representative alternate to receive required notices to ERCOT Members and to participate in meetings of the Corporate Members and voting issues, as applicable, as follows:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**6. Identification of Other Members who are Affiliates of Applicant.**

Applicant identifies other ERCOT Memberships held by Applicant or Affiliates of Applicant, if any (attach extra pages if necessary) as:

(a) Member name: \_\_\_\_\_  
Segment: \_\_\_\_\_

(b) Member name: \_\_\_\_\_  
Segment: \_\_\_\_\_

(c) Member name: \_\_\_\_\_  
Segment: \_\_\_\_\_

**B. Membership Agreement.**

1. **Membership.** Any entity that qualifies for any of the Segment definitions set forth in the ERCOT Bylaws is eligible for Membership. Members must be an organization that either operates in the ERCOT Region or represents consumers within the ERCOT Region as provided in the ERCOT Bylaws. Members may join as a Corporate, Associate or Adjunct Member subject to the criteria set forth in the ERCOT Bylaws. Applicants must apply for Membership through an authorized officer or agent.

2. **Term.** The Membership Year 2021 begins on January 1, 2021, and ends on December 31, 2021. The term of this Agreement begins on the Effective Date and ends on December 31, 2021.

3. **Record Date.** The record date for Membership Year 2021 is Friday, November 6, 2020 (Record Date). Only applicants who have been approved as Corporate Members for Membership Year 2021 as of the Record Date shall be eligible to cast votes at the Annual Membership Meeting on December 8, 2020, including votes to confirm the 2021 ERCOT Board of Directors who serve from January 1, 2021, through December 31, 2021.

4. **Membership Dues.** Annual Member Dues are provided in the ERCOT Bylaws. Any change in or waiver of Annual Member Dues must be approved pursuant to the procedures set forth in the ERCOT Bylaws. Any change in Member Dues for a particular category of Members shall automatically become effective as to all ERCOT Members without the necessity of amending this Agreement.

All Memberships must be renewed annually. Annual Member Dues renewals shall be due by the Record Date for the annual membership meeting. Annual Member Dues will not be prorated.

Any Applicant may request that the Member's Annual Member Dues be waived for good cause shown.

5. **Application for Membership.** Applicant must submit the following items in order to apply for Membership:

- (i) Payment of the applicable Annual Member Dues; and
- (ii) A copy of this Agreement, signed by an authorized representative of Applicant.

**For the reasons stated in Paragraph 3 in connection with the Coronavirus-19 pandemic, ERCOT requests submission of all Annual Member Dues by wire transfer and all signed Applications for Membership by email to [Membership@ercot.com](mailto:Membership@ercot.com).**

Upon receipt of payment and a signed copy of this Agreement, ERCOT will promptly notify Applicant of Membership status in writing, whether approved or not.

**6. Change of Designated Representative or Designated Representative Alternate.** All ERCOT Members shall maintain current contact information on file with ERCOT for their designated representative and designated representative alternate. An ERCOT Member may change its designated representative or designated representative alternate at any time by written request of a duly authorized representative of the ERCOT Member submitted to the ERCOT Legal Department at [membership@ercot.com](mailto:membership@ercot.com).

**7. Changes in Affiliates.** All ERCOT Members are required to notify ERCOT of any changes in their Affiliates in accordance with the ERCOT Bylaws.

**8. Suspension and Expulsion.** All ERCOT Members shall abide by the ERCOT Bylaws, as they may be amended from time to time, and any other rule or regulation duly adopted by the Board of Directors. Any ERCOT Member, who violates any provision of this Agreement, the ERCOT Bylaws, or any other rule or regulation duly adopted by the Board of Directors, may be reprimanded, suspended, and/or expelled in accordance with procedures adopted by the Board of Directors or set forth in the ERCOT Bylaws. Such action will affect all entities deriving Membership privileges through such ERCOT Member. Suspension and expulsion are cumulative and non-exclusive remedies that may be pursued against Applicant or any other ERCOT Member in addition to any other remedy available under the Standard Form Market Participant Agreement, any other agreement executed by the ERCOT Member, or any other applicable statutes, laws, rules, or regulations.

**9. Amendment.** This Agreement may be amended, modified, superseded, canceled, renewed, or extended and the terms and conditions hereof may be waived only by a written instrument executed by both parties hereto or, in the case of a waiver, by the party waiving compliance.

**10. Governing Law.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas that apply to contracts executed in and performed entirely within the State of Texas, without reference to any rules of conflict of laws. Parties consent to the exclusive jurisdiction of Texas.

IN WITNESS WHEREOF, Applicant certifies that:

- (i) Applicant meets the requirements for ERCOT Membership in the Segment designated herein;
- (ii) All information provided herein is true and correct to the best of Applicant's knowledge; and
- (iii) The signatory for Applicant is a representative authorized by Applicant with authority to bind Applicant contractually;
- (iv) Through the signature of its authorized representative below, Applicant agrees to be bound by the terms of this Agreement, the ERCOT Bylaws, applicable ERCOT Protocols, and any other requirements duly adopted by the Board of Directors or required by the Public Utility Commission of Texas or applicable law.

**APPLICANT**

City of Kingsville, Texas

By: \_\_\_\_\_

Printed Name: Courtney Alvarez

Title: City Attorney

Date: 10/14/2020

## **AGENDA ITEM #4**



**City of Kingsville**  
**Parks & Recreation Department**

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TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Susan Ivy, Parks Director

DATE: October 2, 2020

SUBJECT: Agenda Request – Reappointment of Park Advisory Board Members

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**Summary:** We are requesting Commission approval to reappoint the Park Advisory Board Members for staggered three-year terms. We also have an empty position available and will advertise and bring that position back for appointment at a later meeting.

**Background:** The staggering of these officers' terms between 1, 2, and 3 years has been interrupted by the cancellation of meetings during COVID and misinterpretations on the pattern of renewal. Six of the seven board positions are filled with individuals desiring to continue on the board. After discussion with the City Attorney, in order to re-align the terms of the board members so that there are staggered three-year terms, I request approval of the following:

Trisha Gottschalk be reappointed to complete a 3-year term that will end on October 11, 2021.  
Ruben Cantu be reappointed to complete a 3-year term that will end on June 7, 2021.

*Vacant position (last held by Joseph Jones) with 3- year term that will expire on June 2, 2022.*

DJ Flores be reappointed to a 3-year term that will end on October 11, 2023.  
Linda Castaneda be reappointed to a 3-year term that will end on October 11, 2023.  
Clarice Williams be reappointed to a 3-year term that will end on August 15, 2023.  
Sandra Seymour be reappointed to a 3-year term that will end on August 15, 2023.

**Financial Impact:** This will have no financial impact on City of Kingsville.

**Recommendation:** I ask that the Park Advisory Board members be reappointed for the terms as detailed above.



# **REGULAR AGENDA**

# **AGENDA ITEM #5**

## **AGENDA ITEM #6**

**RESOLUTION AUTHORIZING THE COMMENCEMENT OF PROCEEDINGS  
RELATING TO THE FLOOD INFRASTRUCTURE FINANCING; AND OTHER  
MATTERS RELATED THERETO**

WHEREAS, the City Commission (the "Commission") of the City of Kingsville, Texas (the "City") has determined that it is in the best interest of the City to undertake certain flood control and drainage projects in the City; and

WHEREAS, the Commission desires to authorize its consultants to assist the City with the issuance of obligations and an application for grant monies from the Texas Water Development Board.

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

1. The following firms serve as consultants to the City with respect to the obligations as follows: Estrada Hinojosa & Company, Inc., as Financial Advisor, and Winstead PC as Bond Counsel (together, the "Consultants").

2. The Commission hereby authorizes its Consultants and the City's staff members to do all things necessary to move forward with and accomplish the issuance of the obligations at the earliest feasible time including the submission of the application and related documentation through the Texas Water Development Board Flood Infrastructure Fund Program.

Signed and sealed this October 13, 2020.

/s/ Mary Valenzuela  
City Secretary

/s/ Sam R. Fugate  
Mayor

(CITY SEAL)

## CERTIFICATE FOR RESOLUTION

We, the undersigned Mayor and City Secretary of the City of Kingsville, Texas (the "City"), hereby certify as follows:

1. The City Commission of the City (the "City Commission") convened in regular session, open to the public, on October 13, 2020 (the "Meeting"), at the designated meeting place, and the roll was called of the duly constituted officers and members of said City Commission, to wit:

Sam R. Fugate, Mayor  
Edna Lopez, Mayor Pro-Tem  
Hector Hinojosa, Commissioner

Dianne Leubert, Commissioner  
Arturo Pecos, Commissioner

and all of said persons were present, except \_\_\_\_\_, thus constituting a quorum. Whereupon among other business, the following was transacted at the Meeting: a written Resolution entitled:

**RESOLUTION AUTHORIZING THE COMMENCEMENT OF PROCEEDINGS  
RELATING TO THE FLOOD INFRASTRUCTURE FINANCING; AND OTHER  
MATTERS RELATED THERETO**

(the "Resolution") was duly introduced for the consideration of the Commission. It was then duly moved and seconded that the Resolution be finally passed and adopted; and after due discussion, such motion, carrying with it the adoption of the Resolution prevailed and carried by the following vote:

YES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTENTIONS: \_\_\_\_\_

2. A true, full, and correct copy of the Resolution adopted at the Meeting is attached to and follows this Certificate; the Resolution has been duly recorded in the City Commission's minutes of the Meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the City Commission's minutes of the Meeting pertaining to the adoption of the Resolution; the persons named in the above and foregoing paragraph are duly chosen, qualified, and acting officers and members of the City Commission as indicated therein; each of the officers and members of the City Commission was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting, and that the Resolution would be introduced and considered for adoption at the Meeting and each of such officers and members consented, in advance, to the holding of the Meeting for such purpose; and the Meeting was open to the public, and public notice of the time, place, and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF KINGSVILLE,  
TEXAS ON OCTOBER 13, 2020.

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor

(CITY SEAL)

# **AGENDA ITEM #7**

CERTIFICATE FOR RESOLUTION

We, the undersigned Mayor and City Secretary of the City of Kingsville, Texas (the "City"), hereby certify as follows:

1. The City Commission of the City (the "City Commission") convened in regular session, open to the public, on October 13, 2020 (the "Meeting"), at the designated meeting place, and the roll was called of the duly constituted officers and members of said City Commission, to wit:

Sam R. Fugate, Mayor  
Edna Lopez, Mayor Pro-Tem  
Hector Hinojosa, Commissioner

Dianne Leubert, Commissioner  
Arturo Pecos, Commissioner

and all of said persons were present, except \_\_\_\_\_, thus constituting a quorum. Whereupon among other business, the following was transacted at the Meeting: a written Resolution entitled:

**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF  
KINGSVILLE, TEXAS REQUESTING FINANCIAL ASSISTANCE FROM THE  
TEXAS WATER DEVELOPMENT BOARD FLOOD INFRASTRUCTURE FUND  
OR ANY OTHER PROGRAM THAT THE CITY MAY QUALIFY FOR;  
AUTHORIZING THE FILING OF AN APPLICATION FOR ASSISTANCE; AND  
MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH**

(the "Resolution") was duly introduced for the consideration of the Commission. It was then duly moved and seconded that the Resolution be finally passed and adopted; and after due discussion, such motion, carrying with it the adoption of the Resolution prevailed and carried by the following vote:

YES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTENTIONS: \_\_\_\_\_

2. A true, full, and correct copy of the Resolution adopted at the Meeting is attached to and follows this Certificate; the Resolution has been duly recorded in the City Commission's minutes of the Meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the City Commission's minutes of the Meeting pertaining to the adoption of the Resolution; the persons named in the above and foregoing paragraph are duly chosen, qualified, and acting officers and members of the City Commission as indicated therein; each of the officers and members of the City Commission was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting, and that the Resolution would be introduced and considered for adoption at the Meeting and each of such officers and members consented, in advance, to the holding of the Meeting for such purpose; and the Meeting was open to the public, and public notice of the time, place, and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF KINGSVILLE,  
TEXAS ON OCTOBER 13, 2020.

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor

(CITY SEAL)



**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF KINGSVILLE, TEXAS REQUESTING FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD FLOOD INFRASTRUCTURE FUND OR ANY OTHER PROGRAM THAT THE CITY MAY QUALIFY FOR; AUTHORIZING THE FILING OF AN APPLICATION FOR ASSISTANCE; AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH**

WHEREAS, the mission of City of Kingsville, Texas (the "City"), is the betterment of the quality of life for all persons residing therein;

WHEREAS, adequate flood control, flood mitigation, and drainage projects are a necessary element in preserving and maintaining a decent and safe community;

WHEREAS, the City has undertaken to meet these needs for the people of the City through the construction and maintenance of drainage and flood mitigation projects;

WHEREAS, the City desires to make drainage improvements in the City via a grant or loan through the Texas Water Development Board (the "Board") pursuant to its Flood Infrastructure Fund or any other fund or program authorized by the Board;

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

SECTION 1. That applications are hereby approved and authorized to be filed with the Board seeking financial assistance from the Flood Infrastructure Fund in an amount not to exceed \$6,200,000.00 to provide for the costs of constructing improvements for drainage and flood control as described in Exhibit A hereto.

SECTION 2. That Deborah Balli, Finance Director be and is hereby designated the authorized representative of the City of Kingsville, Texas along with the City's Financial Advisor, Estrada Hinojosa & Company, Inc., the City's Bond Counsel, Winstead PC, and the City's engineer for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such applications for financial assistance and the rules of the Board.

APPROVED this October 13, 2020.

/s/ Sam R. Fugate  
Mayor, City of Kingsville, Texas

ATTEST:

/s/ Mary Valenzuela  
City Secretary, City of Kingsville, Texas

EXHIBIT A  
TEXAS WATER DEVELOPMENT BOARD  
FLOOD INFRASTRUCTURE FUND PROJECTS

Abridged App#: 13538  
Project Name: Drainage Master Plan – Location 7  
Project Amt: \$1,400,000  
Project Loan Amt: \$798,000

Abridged App#: 13532  
Project Name: Drainage Master Plan – Location 1  
Project Amt: \$1,400,000  
Project Loan Amt: \$798,000

Abridged App#: 13534  
Project Name: Drainage Master Plan – Location 3  
Project Amt: \$1,500,000  
Project Loan Amt: \$855,000

Abridged App#: 13535  
Project Name: Drainage Master Plan – Location 4  
Project Amt: \$1,900,000  
Project Loan Amt: \$1,083,000

Estimated Total Project Amount: \$6,200,000 and Project Loan Amount: \$3,534,000

Issuer Cash Match: \$174,000

Amount of -0-% Loan to be financed through the TWDB: \$3,360,000

## **AGENDA ITEM #8**

**City of Kingsville  
Engineering Dept.**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Rutilio P. Mora Jr, P.E., City Engineer

DATE: October 13, 2020

SUBJECT: Discuss and consider approving an Advanced Funding Agreement TxDOT Selected – Off System FOR A SAFE ROUTES TO SCHOOL PROJECT, authorizing the Mayor to act on the City's behalf.

---

**Summary:**

The City received an Advanced Funding Agreement for a Safe Routes to Schools Project. The project will connect Harvey Elementary to Jubilee Academy and Brookshire Pool/Skate Park to the Boys and Girls Club and extend to 14<sup>th</sup> Street with 6-foot-wide sidewalks, ADA ramps and crosswalks.

The project funded 100% by the Federal Highway Administration (FHWA). The estimated total participation by Local Government is \$0, plus 100% of overruns as indicated on page 26 of the AFA. Once TxDOT lets(bids) the project we will know of any cost overruns. TxDOT will procure an Engineering Consultant for the project.

Next steps in the project:

1. City Commission approve a resolution on the AFA. Do not sign AFA.
2. Submit resolution to TxDOT.
3. TxDOT will provide City an email for electronic signature through DocuSign.
4. TxDOT will continue to process AFA.

Kingsville was the only City to be award the Safe Routes to Schools in the area.



**City of Kingsville  
Engineering Dept.**

**Background:**

On July 22, 2019, the City approved a resolution authorizing participation in the Federal 2019 Transportation Alternatives Set-Aside Program through the Texas Department of Transportation for installation and design of sidewalks. The project includes new 6-foot-wide, 6-inch reinforced concrete, ADA-compliant sidewalks on both sides of Kenedy Avenue, from Business Hwy 77 to 20<sup>th</sup> Street, north side of Lott Avenue, from Business Hwy 77 to 20<sup>th</sup> Street, eastside of 17<sup>th</sup> Street from S.H. 141 to Kenedy Avenue, westside of 19<sup>th</sup> Street, from Henrietta Avenue to S.H. 141 and westside of 20<sup>th</sup> Street, from Kenedy Avenue to Lott Avenue. Project will install new, replace damaged, non-compliant sidewalks, crosswalks and ADA-compliant ramps. This aids in pedestrian safety by linking State and City Right of Way's. A fatality accident involved an elderly woman who was struck crossing the street after dropping off a child at school.

**Financial Impact:**

There is no financial impact to the City since the project is 100% federally funded. Fund 100 has been allocated to cover any cost overruns on the project.

**Recommendation:**

Staff recommends approval of the Advanced Funding Agreement and authorizing the Mayor to act on the City's behalf.

**Attachments:**

Advanced Funding Agreement

Resolution No. 2020-\_\_\_\_\_

Texas Transportation Commission Minute Order



## TEXAS TRANSPORTATION COMMISSION

VARIOUS Counties

### MINUTE ORDER

Page 1 of 2

VARIOUS Districts

The Texas Transportation Commission (commission) desires to award federal funds for 30 bicycle and pedestrian infrastructure projects under two separate funding programs as follows:

- 12 projects totaling \$8,577,168 in remaining funds under the Safe Routes to Schools (SRTS) Program
- 18 projects totaling \$15,838,882 in available funds under the Transportation Alternatives Set-Aside (TA) Program

SRTS funding was authorized under the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) and is contained in 23 U.S.C. §402. Available SRTS infrastructure funds are associated with past federal appropriations under SAFETEA-LU. The commission adopted administrative rules that establish the guidelines under which the SRTS Program is administered by the Texas Department of Transportation (department) located at Title 43, Texas Administrative Code (TAC), §§25.500 - 25.505. This award distributes funds to projects located within two miles of schools with grades kindergarten through 8 in communities regardless of population size. In accordance with TAC rules, the commission will select SRTS projects for funding based on recommendations from the director of the division responsible for administering the SRTS Program, funding availability, the safety of the traveling public, the overall goals of the program, and safety in and around school areas. Exhibit A is a list of the SRTS projects recommended for funding.

TA funding is authorized under Section 1190 of Fixing America's Surface Transportation (FAST) Act and codified at 23 U.S.C. §133(h). Available TA funds are associated with fiscal year 2019 – 2020 federal appropriations for nonurban areas with a population of 5,000 or less located outside Transportation Management Areas. The commission adopted administrative rules that establish the guidelines under which the TA Program is administered by the department located at 43 TAC §§11.400 - 11.418. In accordance with TAC rules, the commission will select TA projects for funding based on recommendations from the director of the division responsible for administering the TA Program, the potential benefit of the projects to the state, and whether the projects enhance the surface transportation system. Exhibit B is a list of the nonurban TA projects recommended for funding.

The commission recognizes that the federal legislation requires the state to have a competitive process to allow eligible entities to submit projects for funding. A Notice of Call for Projects for SRTS and TA funds was published in the *Texas Register* on February 8, 2019. SRTS and TA project applications were received by the department on or before August 15, 2019. Projects were evaluated for eligibility, technical standards, and specific selection criteria as set forth in the TxDOT's 2019 TA/SRTS Program Guide.

IT IS THEREFORE ORDERED by the commission that the projects listed in Exhibit A and Exhibit B are hereby selected and designated for funding under the SRTS and TA Programs and that the executive director or the director's designee is authorized to proceed with the award and execution of local agreements, as required by the program rules.

IT IS FURTHER ORDERED that for each SRTS project listed in Exhibit A and subsequently verified as eligible for development, the amount awarded represents 100 percent federal funds and no local match is required.

TEXAS TRANSPORTATION COMMISSION

VARIOUS Counties

MINUTE ORDER

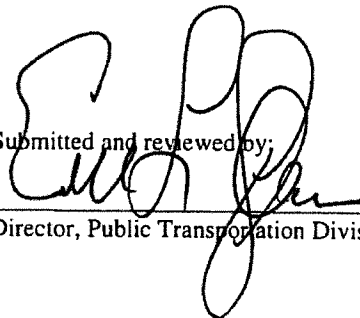
Page 2 of 2

VARIOUS Districts

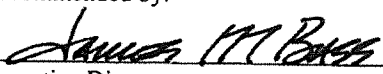
IT IS FURTHER ORDERED that for each TA project listed in Exhibit B and subsequently verified as eligible for development, the total amount in federal funds must be locally matched by a minimum of 20 percent. The required match may be 100 percent in cash, a combination of cash and state funds, available through the department's Economically Disadvantaged Counties Program, or a combination of cash and federally-eligible in-kind contributions.

IT IS FURTHER ORDERED that should additional funding become available, the commission may select additional eligible projects for funding from among those project nominations submitted in the 2019 SRTS/TA Call for Projects.

Submitted and reviewed by:

  
Director, Public Transportation Division

Recommended by:

  
Executive Director

115662 JAN 30 '20  
Minute Date  
Number Passed

EXHIBIT A  
SAFE ROUTES TO SCHOOLS (SRTS) PROGRAM AWARD

<b>Project Sponsor</b>	<b>Project Name</b>	<b>Area Designation</b>	<b>Primary Facility</b>	<b>Federal Funds Requested</b>
City of Balch Springs	Floyd Elementary SRTS	Metropolitan	Sidewalks	\$963,225
City of Dayton	North-South Sidewalk Project	Small Urban	Sidewalks	\$440,801
City of El Paso	Ysleta Middle School SRTS	Metropolitan	Shared Use Path / Bike Lanes	\$999,953
City of Elgin	Schools to Downtown Connections	Small Urban	Sidewalks	\$415,059
City of Granger	Granger K-8 SRTS	Nonurban	Sidewalks	\$551,468
City of Hillsboro	Hillsboro Middle School SRTS Phase 2	Small Urban	Sidewalks	\$594,259
City of Jasper	Multi-Segment Integrated Network	Small Urban	Sidewalks	\$1,036,551
City of Kingsville	Citywide SRTS Improvements	Small Urban	Sidewalks	\$880,198
City of Lorena	Lorena Elementary & Middle School SRTS	Nonurban	Sidewalks	\$781,867
City of Smithville	Smithville SRTS Sidewalks	Nonurban	Sidewalks	\$878,438
City of Troy	Mays Middle School SRTS	Nonurban	Sidewalks	\$277,571
City of Waco	J H Hines Elementary Sidewalks	Small Urban	Sidewalks	\$757,778
<b>Total</b>				<b>\$8,577,168</b>



EXHIBIT B  
TRANSPORTATION ALTERNATIVES SET-ASIDE PROGRAM  
AWARD FOR NONURBAN AREAS (POPULATIONS OF 5,000 OR LESS)

<b>Project Sponsor</b>	<b>Project Name</b>	<b>Primary Facility</b>	<b>Federal Funds Requested</b>
City of Columbus	Martin Luther King St SRTS Improvements	Sidewalks	\$344,752
City of Dripping Springs	Dripping Springs Middle School SUP and Sidewalks	Shared Use Path (SUP) / Sidewalks	\$1,670,084
City of Dripping Springs	Rob Shelton Blvd Sidewalks	Sidewalks / Bike Lanes / Trail	\$1,150,116
City of Hallsville	Hallsville SUP Improvements	SUP	\$732,427
City of Hudson Oaks	Hudson Oaks Multimodal Trail	SUP	\$2,131,225
City of Lindale	Lindale SRTS	Sidewalks	\$835,644
City of Lorena	Lorena Downtown Streetscape Revitalization	Sidewalks	\$1,479,954
City of Mont Belvieu	SH 146 and Subdivision Access Sidewalks	Sidewalks	\$826,060
City of New Boston	SRTS Downtown Sidewalks	Sidewalks	\$753,726
City of Smithville	Loop 230 Sidewalks	Sidewalks	\$618,720
City of Taft	Connectivity/Accessibility Sidewalks	Sidewalks	\$459,448
City of Three Rivers	Connectivity/Accessibility Sidewalks	Sidewalks	\$674,360
City of Van Alstyne	SUP from Elementary School to Park	Sidewalks	\$877,823
City of Whitesboro	Main Street/TX 56 Sidewalk Improvements	Sidewalks	\$529,948
El Paso County	Tornillo North Sidewalks	Sidewalks	\$1,063,485
El Paso County	Tornillo South Sidewalks/SUP	Sidewalks/SUP	\$1,146,095
Kleberg County	Ricardo SRTS & Connectivity/Accessibility Sidewalks	Sidewalks	\$243,834
Kleberg County	Riviera SRTS & Connectivity/Accessibility Sidewalks	Sidewalks	\$301,181
<b>Total Award – Nonurban TA</b>			<b>\$15,838,882</b>

**RESOLUTION NO. 2020-\_\_\_\_\_**

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A SAFE ROUTES TO SCHOOL-INFRASTRUCTURE (SRTS) PROJECT.**

**WHEREAS**, on January 30, 2020, via Minute Order 115662, the Texas Transportation Commission authorized City of Kingsville Citywide SRTS Improvements project (the "Project") to receive Safe Routes to School-Infrastructure (SRTS) funds for development of plans, specifications, and estimates; environmental documentation; and project construction and Texas Department of Transportation (TxDOT or the State) oversight; and

**WHEREAS**, the project will connect Harvey Elementary to Jubilee Academy and Brookshire Pool/Skate Park to the Boys and Girls Club and extend to 14<sup>th</sup> Street with 6-foot-wide sidewalks, ADA ramps and crosswalks;

**WHEREAS**, the SRTS funds do not require a local match. As the Project Sponsor, the City of Kingsville would be responsible for all non-reimbursable costs and 100% of overruns, if any;

**WHEREAS**, the governing body of the City of Kingsville desires to reaffirm its support of the Project and approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

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

I.

**THAT** the City Commission authorizes the Mayor to enter into and execute an AFA with TxDOT for this Project, as per the agreement attached hereto.

II.

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

III.

**THAT** this Resolution shall become effective upon adoption.

**PASSED AND APPROVED** by a majority vote of all members of the City Commission of the City of Kingsville on the 13th day of October, 2020.

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Sam R. Fugate  
Mayor

**ATTEST:**

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Mary Valenzuela  
City Secretary

**APPROVED AS TO FORM:**

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Courtney Alvarez  
City Attorney

TxDOT:		Federal Highway Administration:	
CSJ #	0916-02-022	CFDA No.	20.205
District #	CRP-16	CFDA Title	Highway Planning and Construction
Code Chart 64 #	22350 City of Kingsville		
Project Name	City of Kingsville Citywide SRTS Improvements	<i>AFA Not Used For Research &amp; Development</i>	

STATE OF TEXAS                   §

COUNTY OF TRAVIS           §

**ADVANCE FUNDING AGREEMENT  
TxDOT Selected- Off System  
FOR A SAFE ROUTES TO SCHOOL PROJECT**

**THIS AGREEMENT** (Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and the City of Kingsville, acting by and through its duly authorized officials, called the "Local Government." The State and Local Government shall be collectively referred to as "the parties" hereinafter.

**WITNESSETH**

**WHEREAS**, the Local Government prepared and submitted to the State an application for consideration under the 2019 Transportation Alternatives Set-Aside (TASA)/Safe Routes to School (SRTS) Call for Projects for the project, which is briefly described as City of Kingsville Citywide SRTS Improvements

**WHEREAS**, federal law establishes federally funded programs for transportation improvements, including safe routes to school programs, to implement its public purposes; and

**WHEREAS**, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

**WHEREAS**, Title 23 U.S.C. §134 requires that Metropolitan Planning Organizations and the States' Transportation Agencies develop transportation plans and programs for urbanized areas of the State; and

**WHEREAS**, the Texas Transportation Code, §201.614 directs the State to establish the Safe Routes to School Program to enhance safety in and around school areas through a construction program designed to improve the bicycle and the pedestrian safety of school age children; and

TxDOT:		Federal Highway Administration:	
CSJ #	0916-02-022	CFDA No.	20.205
District #	CRP-16	CFDA Title	Highway Planning and Construction
Code Chart 64 #	22350 City of Kingsville		
Project Name	City of Kingsville Citywide SRTS Improvements	AFA Not Used For Research & Development	

**WHEREAS**, Texas Administrative Code Title 43, Part 1, Chapter 25, Subchapter I, §§25.500 – 25.505 directs the State to implement the Safe Routes to School Program to enhance safety in and around school areas through a comprehensive program designed to improve the bicycle and pedestrian safety of school age children; encourage a healthy and active lifestyle from an early age; enable and encourage children, including those with disabilities, to walk and bicycle to school; and to facilitate projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of schools; and

**WHEREAS**, federal and state laws require local governments to meet certain contract standards relating to the management and administration of state and federal funds; and

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number 115662 awarding funding for projects in the 2019 TASA/SRTS Call for Projects, including the Project; and

**WHEREAS**, the rules and procedures for the selection and administration of the Safe Routes to School Program are established in 43 Texas Administrative Code (TAC) §§25.500 et seq.; and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated 00/00/0000, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A). A map showing the Project location appears in Attachment B, Project Location Map, (Attachment B) which is attached to and made a part of this Agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

## AGREEMENT

### 1. Period of the Agreement and Period of Performance

- A. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.
- B. Period of Performance.
  1. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization and Agreement (FPAA) for that phase of

TxDOT:		Federal Highway Administration:	
CSJ #	0916-02-022	CFDA No.	20.205
District #	CRP-16	CFDA Title	Highway Planning and Construction
Code Chart 64 #	22350 City of Kingsville		
Project Name	City of Kingsville Citywide SRTS Improvements	AFA Not Used For Research & Development	

work. Local Government may not begin work until issued the State Letter of Authority (SLOA) for that phase of work.

2. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

## 2. Termination of this Agreement

- A. This Agreement may be terminated by any of the following conditions:
  1. By mutual written consent and agreement of all parties.
  2. By any party with ninety (90) days written notice.
  3. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of Agreement shall be paid by the breaching party.
- B. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice from Local Government within 270 days of FPAA.
- C. The termination of this Agreement shall extinguish all rights, duties, obligations, and liabilities of the State under this Agreement. If the potential termination of the Agreement is due to the failure of the Local Government to fulfill its contractual obligations, the State will notify the Local Government that possible breach of contract has occurred. The Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.
- D. If the Local Government withdraws from the Project after this Agreement is executed, it shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 requirements.
- E. The Agreement may be terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination
- F. A Project may be eliminated from the program as outlined below. If the Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A Project may be eliminated from the program and this Agreement terminated, if:
  1. The Local Government fails to satisfy any requirements of the program rules cited as 43 TAC §25.500 et seq.

<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	0916-02-022	<b>CFDA No.</b>	20.205
<b>District #</b>	CRP-16	<b>CFDA Title</b>	Highway Planning and Construction
<b>Code Chart 64 #</b>	22350 City of Kingsville		
<b>Project Name</b>	City of Kingsville Citywide SRTS Improvements	<i>AFA Not Used For Research &amp; Development</i>	

2. The implementation of the Project would involve significant deviation from the activities as proposed in the application and approved by the Texas Transportation Commission.
3. The Local Government withdraws from participation in the Project.
4. A construction contract has not been awarded or construction has not been initiated within 3 years from project award by the Texas Transportation Commission or by a letting date determined by the State and agreed to by the Local Government.
5. The State determines that federal funding may be lost due to the Project not being implemented and completed.

### 3. Amendments

This Agreement may be amended due to changes in the work, amount of funding required to complete the Project, or responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

### 4. Scope of Work

The scope of work for the Project, consists of new reinforced concrete, ADA-compliant sidewalks on both sides of Kenedy Ave. from Bus. Hwy 77 to 20<sup>th</sup> St., both sides of Lott Ave from Bus. Hwy 77 to 20<sup>th</sup> St., eastside of 17<sup>th</sup> St. from SH 141 to Kenedy Ave., westside of 19<sup>th</sup> St. from Henrietta Ave. to SH 141 and eastside of 20<sup>th</sup> St. from Kenedy Ave to Lott Ave. The Project will replace damaged, non-compliant sidewalks, crosswalks and ADA-compliant ramps. This aids in pedestrian safety by linking State and City ROWs.

### 5. Right of Way and Real Property Acquisition

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property. If the Local Government is the owner of any part of the project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- B. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g).

TxDOT:		Federal Highway Administration:	
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Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

- C. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, and (2) Local Government, otherwise. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.
- E. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- F. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage, and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any), and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values.
- G. Condemnation shall not be used to acquire real property for this Project.
- H. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than ten (10) years after completion, if the amount of federal investment in the project is \$1 million or less, or 20 years, if the amount of federal investment is more than \$1 million. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed separate agreement shall be provided to the State.

## 6 Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures,



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including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. At the State's discretion, State may reimburse Local Government for minor, incidental utility adjustments that are identified during the preliminary engineering phase if they are eligible for federal reimbursement. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State's request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for SRTS participation if the following conditions are met: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3) SRTS funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

## 7. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

The **State** is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. Providing any public meetings or public hearings required for the environmental assessment process, including any public hearing requirements that may be necessary when adding a bike lane. Public hearings will not be held prior to the approval of the Project schematic.
- C. The preparation of the NEPA documents required for the environmental clearance of this Project.

The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

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## 8. Certification

Forty-five (45) days prior to any construction contract let date, the Local Government shall provide a certification to the State that all real property has been acquired, all environmental problems have been remediated, and all conflicting utilities have been adjusted.

## 9. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

## 10. Architectural and Engineering Services

Architectural and engineering services will be provided by the **State**. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Government Code 2254, Subchapter A, in all cases. Professional services contracts for federally funded projects must conform to federal requirements.

- A. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("AASHTO") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All design criteria for bicycle and pedestrian bridges must comply with TxDOT's Bridge Design Manual and AASHTO's Load and Resistance Factor Design (LRFD) Guide Specifications for the Design of Pedestrian Bridges (latest edition) as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.
- B. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval on an agreed upon schedule. Local Government may also submit the plans to State for review any time prior to completion. Local Government shall

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make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.

- C. When architectural and engineering services are provided by or through State, then the State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work, including any proposed changes to the scope of work, as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.
- D. The Local Government shall submit to the State all documentation relating to authorized costs incurred for providing engineering services. Reasonable, allowable, and allocable costs incurred by the Local Government, after the Local Government has obtained written authorization from the State to incur costs, will be eligible for reimbursement at an amount not to exceed one hundred percent (100%) of the eligible authorized costs.

## 11. Construction Responsibilities

The **State** is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the

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- contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.
- H. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by the State and the Local Government prior to authorizing the contractor to perform the work. Prior to completion of the Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

## 12. Project Maintenance

- A. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period of time commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.
- B. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.
- C. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.

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- D. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

### 13. Project Sources and Uses of Funds

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- B. A Project budget estimate is provided in Attachment C, Project Estimate and Source of Funds, (Attachment C) showing the total estimated development cost of the Project. This estimate shows the itemized cost of real property, environmental assessments, engineering activities, construction, and any other substantial items of cost. To be eligible for reimbursement, costs must have been included in the itemized budget section of the application approved by the Texas Transportation Commission.
- C. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for one hundred percent (100%) of the cost of any work performed under its direction or control before the Federal spending authority is formally obligated.
- D. The Project budget and source of funds estimate based on the budget provided in the application is included in Attachment C. Attachment C shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal SRTS funds assigned by the Commission. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the SRTS, FPAA, or other federal documents.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or

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approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government. Project overruns will be evaluated by the State on a case by case basis to determine if the project will continue and how the added costs will be covered. The Local Government is responsible for any overruns not approved by the State and any operating or maintenance expenses.

- F. The State will be responsible for securing the federal share of funding required for the development and construction of the Project, in an amount not to exceed one hundred percent (100%) of the actual cost of the work up to the amount of construction funds approved for the Project by the Texas Transportation Commission and one hundred percent (100%) of the cost to develop plans, specifications and estimates and environmental documentation, and any approved overruns. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to Project selection by the Texas Transportation Commission and approval by the State to proceed are not eligible for reimbursement.
- G. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- H. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- I. In the event the State determines that additional funding is required by the Local Government at any time during the development of the Project, the State will notify the Local Government in writing. The Local Government will make payment to the State within thirty (30) days from receipt of the State's written notification.
- J. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

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- K. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
- L. In the event the Project is not completed, the State may seek reimbursement from the Local Government of the expended federal funds. The Local Government will remit the required funds to the State within sixty (60) days from receipt of the State's notification.
- M. The State will not pay interest on any funds provided by the Local Government.
- N. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- O. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- P. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- Q. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the Local Government.
- R. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- S. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.
- T. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

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#### 14. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

#### 15. Notices, Invoices, Payments, and Project Inquiries

All notices to either party under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

<b>Local Government:</b>	<b>State:</b>
City of Kingsville ATTN: Rutilio P. Mora Jr., City Engineer P.O Box 1458 Kingsville, Texas 78364	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 <sup>th</sup> Street Austin, TX 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided for in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Invoicing, payment, and project inquiries must be sent to the following address, which the State may change by sending written notice of the change to the Local Government.

Texas Department of Transportation  
ATTN: Jason Alvarez, P.E., Consultant Project Manager  
1701 South Padre Island Drive  
Corpus Christi, Texas 78401



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All invoicing, payment, and project inquiries must include the following information:

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**16. Legal Construction**

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

**17. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**18. Ownership of Documents**

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State as required by the State. The originals shall remain the property of the Local Government.

**19. Document and Information Exchange**

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local

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Government shall submit any information required by the State in the format directed by the State.

**20. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

**21. Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

**22. Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**23. Procurement and Property Management Standards**

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

**24. Inspection of Books and Records**

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

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## 25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
  2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives

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issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

## 26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

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- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

## 27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address [http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of

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DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

## 28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

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## 29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## 30. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient or sub-recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.
- B. For sub-awards greater than \$25,000, the Local Government, as a recipient of federal funding, shall:
  1. Obtain and provide to the State and the Federal government, a Central Contracting (CCR) number with the Federal government (Federal Acquisition Regulation, Part 4, Sub-part 4.1100). The CCR number may be obtained by visiting the CCR website whose address is: <https://www.bpn.gov/ccr/default.aspx>;

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2. Obtain and provide to the State and the Federal government, a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top executives to the State and Federal government if:
  - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000 annually; and
  - ii. Compensation information is not already available through reporting to the U.S. Securities and Exchange Commission (SEC).

### 31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at [singleaudits@txdot.gov](mailto:singleaudits@txdot.gov).
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$\_\_\_\_\_ expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

### 32. Remedies:

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.



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**33. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

**THE STATE OF TEXAS**

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Kenneth Stewart

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Name

Director of Contract Services

\_\_\_\_\_  
Typed or Printed Title

\_\_\_\_\_  
Typed or Printed Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

TxDOT:		Federal Highway Administration:	
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**ATTACHMENT A**  
**RESOLUTION, ORDINANCE OR COMMISSIONERS COURT ORDER**



CSJ #	0916-02-022	Project Name:	City of Kingsville Citywide SRTS Improvements
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## ATTACHMENT C

### PROJECT ESTIMATE AND SOURCE OF FUNDS

State Performs PE Work or Hires Consultant / State Lets Project for Construction

Work Performed by Local Government ("LG")							
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation		State Participation		Local Government Participation	
		%	Cost	%	Cost	%	Cost
Planning/Maps/Education/Non-CST	\$0	0%	\$0	0%	\$0	0%	\$0
Preliminary Engineering & Environmental Documentation	\$0	0%	\$0.00	0%	\$0	0%	\$0
Right of Way	\$0	0%	\$0	0%	\$0	0%	\$0
Utilities	\$0	0%	\$0	0%	\$0	0%	\$0
Construction Cost (Federal Funds)	\$0	0%	\$0	0%	\$0	0%	\$0
Construction Cost (Local Funds)	\$0	0%	\$0	0%	\$0	0%	\$0
<b>Work by LG Subtotal</b>	<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>
Work Performed by the State (Local Participation paid up front by LG to TxDOT)							
Preliminary Engineering <sup>1</sup> & Environmental Documentation	\$0	100%	\$70,000.00	0%	\$0	0%	\$0
Right of Way <sup>3</sup>	\$0	0%	\$0	0%	\$0	0%	\$0
Utilities <sup>2</sup>	\$0	0%	\$0	0%	\$0	0%	\$0
Construction Cost (Federal Funds)	\$704,520	100%	\$704,520	0%	\$0	0%	\$0
Construction Cost (Local Funds)	\$0	0%	\$0	0%	\$0	0%	\$0
<b>Work by State Subtotal</b>	<b>\$774,520</b>		<b>\$774,520</b>		<b>\$0</b>		<b>\$0</b>

CSJ #	0916-02-022	Project Name:	City of Kingsville Citywide SRTS Improvements
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Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight							
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation		State Participation		Local Government (LG) Participation	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering <sup>1</sup>	\$15,852	100%	\$15,851.70	0%	\$0	0%	\$0
Environmental Cost <sup>1</sup>	\$10,568	100%	\$10,567.80	0%	\$0	0%	\$0
Right of Way <sup>1</sup>	\$3,170	100%	\$3,170.34	0%	\$0	0%	\$0
Utilities <sup>1</sup>	\$2,114	100%	\$2,113.56	0%	\$0	0%	\$0
Construction <sup>2</sup>	\$73,975	100%	\$73,975	0%	\$0	0%	\$0
Direct State Costs Subtotal	\$105,678	100%	\$105,678	0%	\$0	0%	\$0
Indirect State Cost	\$31,844		\$0	100%	\$31,844		\$0
TOTAL PARTICIPATION	\$912,042		\$880,198		\$31,844		\$0

- The estimated total participation by Local Government is \$0, plus 100% of overruns.
- Total estimated payment by Local Government to State is \$0.
- <sup>1</sup>Local Government's first payment of \$0 is due to State within 30 days from execution of this contract.
- <sup>2</sup>Local Government's second payment of \$0 is due to State within 60 days prior to the Construction contract being advertised for bids.
- <sup>3</sup>If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.
- This is an estimate; the final amount of Local Government participation will be based on actual costs.
- Maximum federal SRTS funds available for Project are \$880,198.

## **AGENDA ITEM #9**

**City of Kingsville  
Engineering Dept.**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Rutilio P. Mora Jr, P.E., City Engineer

DATE: October 13, 2020

SUBJECT: Consider authorizing an ordinance to amend the 2018 City of Kingsville Drainage Master plan.

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**Summary:**

On September 24, 2018, the City Commission approved an ordinance adopting a Drainage Master Plan. The engineering consulting firm, Kimley-Horn prepared the Drainage Master Plan focusing on the L. E. Ramey Golf Course and nine (9) locations throughout the City of Kingsville. The Drainage Master Plan process included public outreach and input.

The locations on the Drainage Master Plan concentrated on the east side of the city. Although there were other locations on the west side of the city considered, they were not prioritized or studied. As a result, west side city locations were not included in the Drainage Master Plan.

To include the entire City of Kingsville, five (5) locations should be added to the Drainage Master Plan, three (3) of the locations were originally considered in 2018. The locations are:

Location 10: Armstrong from Coral Street to Santa Gertrudis Ave.

Location 11: King Street from 6<sup>th</sup> to 14<sup>th</sup> Street.

Location 12: 14<sup>th</sup> Street from King Street to Caesar Street.

Location 13: West Johnston from Armstrong to Palm.

Location 14: Santa Estates from Santa Gertrudis to West Ave B.



**City of Kingsville  
Engineering Dept.**

**Background:**

The purpose of the City of Kingsville Master Plan was to identify drainage issues in the city and to use as a planning tool to secure funding for remediation, maintenance, improvement and capital drainage projects. Master plans should be dynamic and change accordingly.

**Financial Impact:**

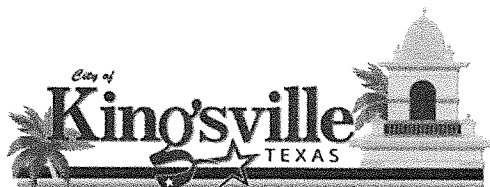
There is no financial impact to amend the 2018 City of Kingsville Drainage Master Plan.

**Recommendation:**

Staff recommends approval of an ordinance amending the 2018 City of Kingsville Drainage Master Plan.

**Attachments:**

Exhibit "A" original and amended locations





**ORDINANCE NO. 2020-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE CITY OF KINGSVILLE DRAINAGE MASTER PLAN; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 213 of the Texas Local Government Code ("Chapter 213") provides that municipalities may adopt comprehensive plans for the purposes of promoting the sound development of the municipality and promoting the public health, safety, and welfare;

**WHEREAS**, the City adopted a Comprehensive Master Plan and a Drainage Master Plan previously and determined a need recently to amend the drainage master plan;

**WHEREAS**, the City Commission had City staff and paid consultants undertake a series of studies and public hearings/meetings on the elements of the comprehensive drainage plan;

**WHEREAS**, the Drainage Master Plan contains general policies that are proposed to be used by the City in the preparation of land use and development ordinances, in decisions regarding the provisions of City services and capital improvements, and in other policy considerations by the City Commission and its various boards, commissions and committees;

**WHEREAS**, the City staff and the consultants met numerous times and there were public forums to give citizens the opportunity to comment on and participate in the City of Kingsville Drainage Master Plan;

**WHEREAS**, the City of Kingsville Drainage Master Plan was completed and presented to the City Commission, and a presentation on the final plan, which concentrated on the east side of the city and contained nine areas, was held on September 24, 2018 and approved by City Commission via Ordinance #2018-58;

**WHEREAS**, after careful study and consideration, due to changes in circumstances from development, the City recognizes a need for certain areas on the west side of town to be added to the Drainage Master Plan;

**WHEREAS**, to include the entire city, the new areas to be added to the Drainage Master Plan include the following:

Location 10: Armstrong from Coral Street to Santa Gertrudis Ave.

Location 11: King Ave. from 6<sup>th</sup> to 14<sup>th</sup> Street

Location 12: 14<sup>th</sup> Street from King Ave. to Caesar Ave.

Location 13: West Johnston from Armstrong to Palm

Location 14: Santa Estates from Santa Gertrudis Ave. to West Ave. B

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

**I.**

**THAT**, the Kingsville City Commission hereby amends the City of Kingsville Drainage Master Plan dated 2018, as is attached hereto and included herein for all purposes, as the City's Drainage Master Plan.

**II.**

**THAT**, the amended Drainage Master Plan is hereby declared to be a plan for the development of drainage improvements for this area of the community, and will be used as a guide and companion document to the land use and development regulations of the City. Notwithstanding the foregoing, the City recognizes that circumstances may change in ways not anticipated by the elements of the Drainage Master Plan, and the City Commission reserves the right to legislatively determine that the Drainage Master Plan needs amendment, by way of example, by allowing for different drainage improvements or locations than shown in the Plan. Any such amendment shall not be granted without careful study and consideration, but must be made only on a showing of substantially changed circumstances. The City Commission may refer any requested change to the Drainage Master Plan and its elements back to city staff and such committees as may be appropriate for further study and recommendations.

**III.**

**THAT**, the City Commission reserves the right to amend the Drainage Master Plan at any time by adding or removing elements or by amending in part or in whole the elements listed in the Plan.

**IV.**

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

**V.**

**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.

**VI.**

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

**INTRODUCED** on this 13<sup>th</sup> day of October, 2020.

**PASSED AND APPROVED** on this the 26th day of October,  
2020.

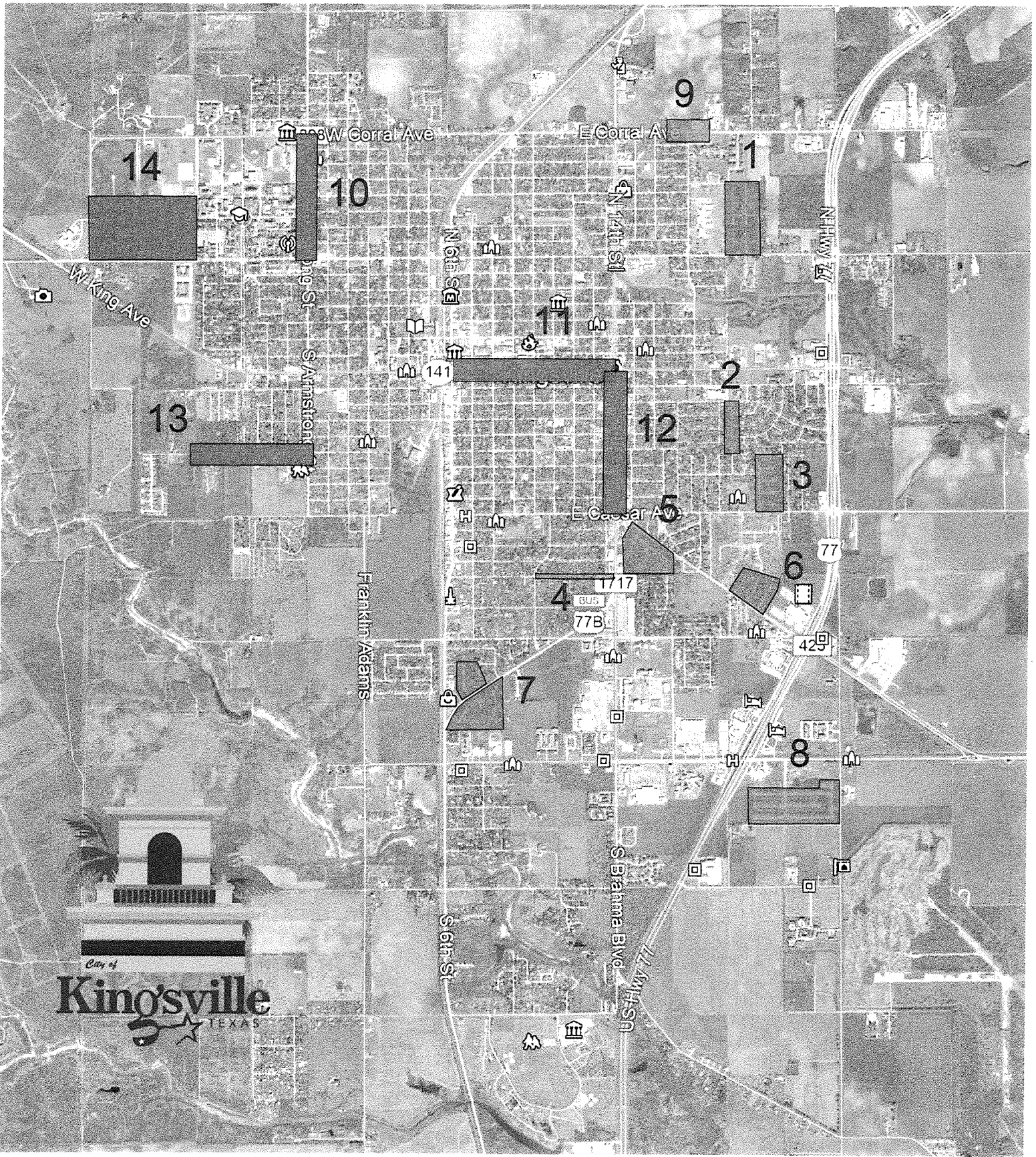
\_\_\_\_\_  
Sam R. Fugate, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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





# **CITY OF KINGSVILLE – DRAINAGE MASTER PLAN AMENDMENT**

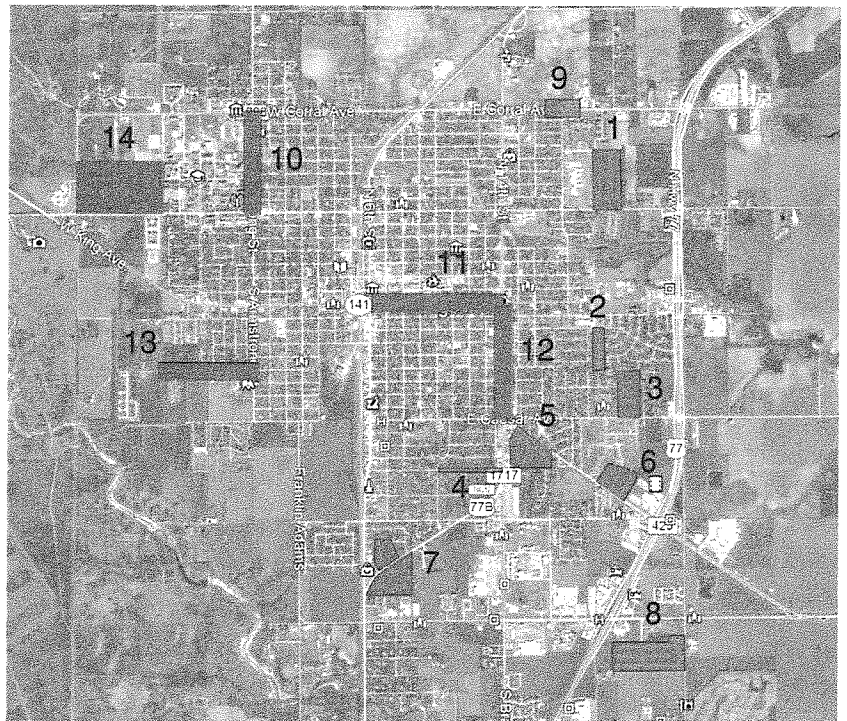
OCTOBER 13<sup>TH</sup>, 2020





## **ANALYSIS LOCATIONS**

- Locations 1-9 (orange) are presented in 2018 Drainage Master Plan
- Locations 10-14 (green) are being proposed in this amendment



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## **LOCATION 10**

N. Armstrong St. between W. Corral Ave and W. Santa Gertrudis St.

### **Drainage Issues:**

- Flood Issues along N. Armstrong St. east of Texas A&M University – Kingsville
- Localized high water issues on West Coral at Armstrong Intersection



## **LOCATION 10**

### **Drainage Improvements:**

#### **Option 1**

- Replace 5 inlets, add 10 new inlets
- 360 LF of 36" RCP for new inlet laterals
- **Cost: \$1,100,000**





## **LOCATION 10**

### **Drainage Improvements:**

#### **Option 2**

- Replace existing line
- 1900 LF of 6'x3' RCB (blue line)
- Replace 5 inlets, add 10 new inlets (red squares)
- 360 LF of 36" RCP for new inlet laterals
- **Cost: \$3,000,000**



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## **LOCATION 11**

E. King Ave between 6<sup>th</sup> St and 14<sup>th</sup> St.

### **Drainage Issues:**

- Flooding along E. King Ave
- High water in residential streets



## **LOCATION 11**

### **Drainage Improvements:**

#### **Option 1**

- 10 new inlets, and 10 inlet replacements (red squares)
- 1600 LF of 36" RCP (blue line)
- **Cost: \$2,000,000**



## **LOCATION 11**

### **Drainage Improvements:**

#### **Option 2**

- Replace existing line
- 2500 LF of 6'x3' RCB (red line)
- 10 new inlets, and 10 inlet replacements (red squares)
- 1600 LF of 36" RCP (blue line)
- **Cost: \$3,200,000**



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## **LOCATION 12**

14<sup>th</sup> St. between E King Ave and E Shelton St.

### **Drainage Issues:**

- Flooding along 14<sup>th</sup> St.
- High water at intersections



## **LOCATION 12**

### **Drainage Improvements:**

#### **Option 1**

- 7 new inlets, 13 inlets to be replaced (red squares)
- 1600 LF of 48" RCP to be added (blue line)
- **Cost: \$1,700,000**



## **LOCATION 12**

### **Drainage Improvements:**

#### **Option 2**

- Replace existing line
- 2560 LF of 6'x3' RCB (red line)
- 7 new inlets, 13 inlets to be replaced (red squares)
- 1600 LF of 48" RCP (blue line)
- **Cost: \$3,500,000**





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## **LOCATION 13**

W Johnston Ave between Palm St.  
and S Armstrong St.

### **Drainage Issues:**

- Flooding at houses along W Johnston Ave.
- Streets flooding into residential areas





## **LOCATION 13**

### **Drainage Improvements:**

#### **Option 1**

- 2 new inlets (red squares)
- 1600 LF of 18" RCP from S Armstrong to the west (blue line)
- Ditch regrading towards Palm St. (orange)
- **Cost: \$800,000**



## **LOCATION 13**

### **Drainage Improvements:**

#### **Option 2**

- 2515 LF of 6'x3' RCB (red line)
- 6 new inlets
- **Cost: \$3,000,000**



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## **LOCATION 14**

W. Santa Gertrudis St between Santa Rosa Dr and Seale St.

### **Drainage Issues:**

- Flooding in neighborhoods north of W Santa Gertrudis St.
- High water on Santa Monica



## **LOCATION 14**

### **Drainage Improvements:**

#### **Option 1**

- 15 new inlets (red squares)
- 2400 LF of 24" RCP (blue line)
- **Cost: \$1,400,000**



## **LOCATION 14**

### **Drainage Improvements:**

#### **Option 2**

- 2430 LF of 6'x3' RCB (red line)
- 15 new inlets (red square)
- 2500 LF of 24" RCP (blue line)
- **Cost: \$5,300,000**



City of Kingsville - Storm Water Improvements Location 10

City of Kingsville - Location 10 Opinion of Probable Construction Costs (Option 1)					
Item	Discription	QTY	UNIT	UNIT COST	AMOUNT
<b>Location 10 Option 1</b>					
A1	Mobilization	1	LS	\$ 186,382.82	\$ 186,382.82
A2	Traffic Control	1	LS	\$ 18,093.17	\$ 18,093.17
A3	SWPPP / Erosion Control	1	LS	\$ 7,036.27	\$ 7,036.27
A4	Remove Existing Pavement	392	SY	\$ 9.14	\$ 3,582.99
A5	Excavation	805	CY	\$ 59.11	\$ 47,584.65
A6	36" RCP	360	LF	\$ 422.32	\$ 152,035.91
A7	Flexible Base w/ Geogrid	510	SY	\$ 25.37	\$ 12,938.74
A8	4" Hot Mix Asphalt Pavement	282	SY	\$ 1,602.36	\$ 451,864.67
A9	Conc. Curb Inlets	15	EA	\$ 1,587.91	\$ 23,818.70
A10	Conc. Curb and Gutter	375	LF	\$ 22.63	\$ 8,486.32
A11	4" Conc. Sidewalk (5' wide)	1,875	SF	\$ 8.41	\$ 15,773.68
A12	Remove Existing Curb Inlets	7	EA	\$ 1,715.64	\$ 12,009.46
				<b>Subtotal:</b>	<b>\$ 939,607.39</b>
				<b>Probable Construction Costs Total:</b>	<b>\$ 939,607.39</b>
<b>Totals</b>					
				<b>Probable Construction Costs Total:</b>	<b>\$ 939,607.39</b>
<b>Engineering, Design, and Project Administration Markups</b>					
				Engineering and Design Services (15.0%):	<b>\$ 140,941.11</b>
				Project Administration Services (6.0%):	<b>\$ 56,376.44</b>
				<b>Total Engineering, Design, and Project Administration:</b>	<b>\$ 197,317.55</b>
<b>Grand Total Location 10 Option 1 Improvements:</b>					<b>\$ 1,136,924.94</b>

City of Kingsville - Storm Water Improvements Location 10

City of Kingsville - Location 10 Opinion of Probable Construction Costs (Option 2)					
Item	Discription	QTY	UNIT	UNIT COST	AMOUNT
<b>Location 10 Option 2</b>					
A1	Mobilization	1	LS	\$ 275,220.77	\$ 275,220.77
A2	Traffic Control	1	LS	\$ 26,425.45	\$ 26,425.45
A3	SWPPP / Erosion Control	1	LS	\$ 7,575.53	\$ 7,575.53
A4	Remove Existing Pavement	78	SY	\$ 9.14	\$ 712.94
A5	Excavation	4,225	CY	\$ 59.11	\$ 249,745.52
A6	6'x3' Box Culvert	1,900	LF	\$ 422.32	\$ 802,411.76
A7	Flexible Base w/ Geogrid	408	SY	\$ 25.37	\$ 10,350.99
A8	4" Hot Mix Asphalt Pavement	615	SY	\$ 1,602.36	\$ 985,449.55
A9	Conc. Pavement	78	SY	\$ 79.39	\$ 6,192.03
A10	Conc. Curb Inlets	15	EA	\$ 1,587.91	\$ 23,818.70
A11	Conc. Curb and Gutter	550	LF	\$ 22.63	\$ 12,446.61
A12	4" Conc. Sidewalk (5' wide)	2,750	SF	\$ 8.41	\$ 23,134.74
A13	Remove Existing Curb Inlets	7	EA	\$ 1,715.64	\$ 12,009.46
A14	Remove Existing Culvert	1,900	LF	\$ 19.17	\$ 36,428.89
				<b>Subtotal:</b>	<b>\$ 2,471,922.93</b>
				<b>Probable Construction Costs Total:</b>	<b>\$ 2,471,922.93</b>
<b>Totals</b>					
				<b>Probable Construction Costs Total:</b>	<b>\$ 2,471,922.93</b>
<b>Engineering, Design, and Project Administration Markups</b>					
				Engineering and Design Services (15.0%):	\$ 370,788.44
				Project Administration Services (6.0%):	\$ 148,315.38
				<b>Total Engineering, Design, and Project Administration:</b>	<b>\$ 519,103.82</b>
<b>Grand Total Location 10 Option 2 Improvements:</b>					
					<b>\$ 2,991,026.75</b>

City of Kingsville - Storm Water Improvements Location 11

City of Kingsville - Location 11 Opinion of Probable Construction Costs (Option 1)					
Item	Discription	QTY	UNIT	UNIT COST	AMOUNT
<b>Location 11 Option 1</b>					
A1	Mobilization	1	LS	\$ 186,382.82	\$ 186,382.82
A2	Traffic Control	1	LS	\$ 18,093.17	\$ 18,093.17
A3	SWPPP / Erosion Control	1	LS	\$ 7,036.27	\$ 7,036.27
A4	Remove Existing Pavement	1,320	SY	\$ 9.14	\$ 12,065.17
A5	Excavation	2,212	CY	\$ 59.11	\$ 130,754.34
A6	36" RCP	1,570	LF	\$ 422.32	\$ 663,045.51
A7	Flexible Base w/ Geogrid	1,281	SY	\$ 25.37	\$ 32,499.07
A8	4" Hot Mix Asphalt Pavement	304	SY	\$ 1,602.36	\$ 487,116.53
A9	Conc. Curb Inlets	20	EA	\$ 1,587.91	\$ 31,758.26
A10	Conc. Pavement	28	SY	\$ 79.39	\$ 2,222.78
A11	Conc. Curb and Gutter	1,785	LF	\$ 22.63	\$ 40,394.89
A12	4" Conc. Sidewalk (5' wide)	8,925	SF	\$ 8.41	\$ 75,082.73
				<b>Subtotal:</b>	<b>\$ 1,686,451.55</b>
				<b>Probable Construction Costs Total:</b>	<b>\$ 1,686,451.55</b>
<b>Totals</b>					
				<b>Probable Construction Costs Total:</b>	<b>\$ 1,686,451.55</b>
<b>Engineering, Design, and Project Administration Markups</b>					
				Engineering and Design Services (15.0%):	<b>\$ 252,967.73</b>
				Project Administration Services (6.0%):	<b>\$ 101,187.09</b>
				<b>Total Engineering, Design, and Project Administration:</b>	<b>\$ 354,154.82</b>
<b>Grand Total Location 11 Option 1 Improvements:</b>					<b>\$ 2,040,606.37</b>



City of Kingsville - Storm Water Improvements Location 11

City of Kingsville - Location 11 Opinion of Probable Construction Costs (Option 2)					
Item	Discription	QTY	UNIT	UNIT COST	AMOUNT
<b>Location 11 Option 2</b>					
A1	Mobilization	1	LS	\$ 275,220.77	\$ 275,220.77
A2	Traffic Control	1	LS	\$ 26,425.45	\$ 26,425.45
A3	SWPPP / Erosion Control	1	LS	\$ 7,575.53	\$ 7,575.53
A4	Remove Existing Pavement	1,028	SY	\$ 9.14	\$ 9,396.21
A5	Excavation	3,000	CY	\$ 59.11	\$ 177,334.10
A6	6'x3' Box Culvert	2,500	LF	\$ 558.81	\$ 1,397,016.31
A7	Flexible Base w/ Geogrid	1,170	SY	\$ 25.37	\$ 29,683.00
A8	4" Hot Mix Asphalt Pavement	300	SY	\$ 1,602.36	\$ 480,707.10
A9	Conc. Curb Inlets	20	EA	\$ 1,587.91	\$ 31,758.26
A10	Conc. Pavement	1,028	SY	\$ 79.39	\$ 81,607.81
A11	Conc. Curb and Gutter	925	LF	\$ 22.63	\$ 20,932.93
A12	4" Conc. Sidewalk (5' wide)	9,250	SF	\$ 8.41	\$ 77,816.84
A13	Remove Existing Culverts	2,500	LF	\$ 19.17	\$ 47,932.75
				<b>Subtotal:</b>	<b>\$ 2,663,407.04</b>
				<b>Probable Construction Costs Total:</b>	<b>\$ 2,663,407.04</b>
<b>Totals</b>					
				<b>Probable Construction Costs Total:</b>	<b>\$ 2,663,407.04</b>
<b>Engineering, Design, and Project Administration Markups</b>					
				Engineering and Design Services (15.0%):	<b>\$ 399,511.06</b>
				Project Administration Services (6.0%):	<b>\$ 159,804.42</b>
				<b>Total Engineering, Design, and Project Administration:</b>	<b>\$ 559,315.48</b>
<b>Grand Total Location 11 Option 2 Improvements:</b>					<b>\$ 3,222,722.51</b>

City of Kingsville - Storm Water Improvements Location 12

City of Kingsville - Location 12 Opinion of Probable Construction Costs (Option 1)					
Item	Discription	QTY	UNIT	UNIT COST	AMOUNT
<b>Location 12 Option 1</b>					
A1	Mobilization	1	LS	\$ 186,382.82	\$ 186,382.82
A2	Traffic Control	1	LS	\$ 18,093.17	\$ 18,093.17
A3	SWPPP / Erosion Control	1	LS	\$ 7,036.27	\$ 7,036.27
A4	Remove Existing Pavement	1,183	SY	\$ 9.14	\$ 10,812.95
A5	Excavation	2,645	CY	\$ 59.11	\$ 156,349.56
A6	48" RCP	1,606	LF	\$ 387.12	\$ 621,713.11
A7	Flexible Base w/ Geogrid	461	SY	\$ 25.37	\$ 11,695.61
A8	4" Hot Mix Asphalt Pavement	180	SY	\$ 1,602.36	\$ 288,424.26
A9	Conc. Curb Inlets	20	EA	\$ 1,587.91	\$ 31,758.26
A10	Conc. Pavement	228	SY	\$ 79.39	\$ 18,099.79
A11	Conc. Curb and Gutter	1,400	LF	\$ 22.63	\$ 31,682.27
A12	4" Conc. Sidewalk (5' wide)	1,400	SF	\$ 8.41	\$ 11,777.68
A13	Remove Existing Curb Inlets	13	EA	\$ 1,715.64	\$ 22,303.28
				<b>Subtotal:</b>	<b>\$ 1,416,129.04</b>
				<b>Probable Construction Costs Total:</b>	<b>\$ 1,416,129.04</b>
<b>Totals</b>					
				<b>Probable Construction Costs Total:</b>	<b>\$ 1,416,129.04</b>
<b>Engineering, Design, and Project Administration Markups</b>					
				Engineering and Design Services (15.0%):	<b>\$ 212,419.36</b>
				Project Administration Services (6.0%):	<b>\$ 84,967.74</b>
				<b>Total Engineering, Design, and Project Administration:</b>	<b>\$ 297,387.10</b>
				<b>Grand Total Location 12 Option 1 Improvements:</b>	<b>\$ 1,713,516.14</b>

City of Kingsville - Storm Water Improvements Location 12

City of Kingsville - Location 12 Opinion of Probable Construction Costs (Option 2)					
Item	Discription	QTY	UNIT	UNIT COST	AMOUNT
<b>Location 12 Option 2</b>					
A1	Mobilization	1	LS	\$ 275,220.77	\$ 275,220.77
A2	Traffic Control	1	LS	\$ 26,425.45	\$ 26,425.45
A3	SWPPP / Erosion Control	1	LS	\$ 7,575.53	\$ 7,575.53
A4	Remove Existing Pavement	1,800	SY	\$ 9.14	\$ 16,452.50
A5	Excavation	2,700	CY	\$ 59.11	\$ 159,600.69
A6	6'x3' Box Culvert	2,560	LF	\$ 558.81	\$ 1,430,544.70
A7	Flexible Base w/ Geogrid	633	SY	\$ 25.37	\$ 16,059.26
A8	4" Hot Mix Asphalt Pavement	500	SY	\$ 1,602.36	\$ 801,178.50
A9	Conc. Curb Inlets	20	EA	\$ 1,587.91	\$ 31,758.26
A10	Conc. Pavement	228	SY	\$ 79.39	\$ 18,099.79
A11	Conc. Curb and Gutter	500	LF	\$ 22.63	\$ 11,315.10
A12	4" Conc. Sidewalk (5' wide)	2,500	SF	\$ 8.41	\$ 21,031.58
A13	Remove Existing Curb Inlets	13	EA	\$ 1,715.64	\$ 22,303.28
A14	Remove Existing Culverts	2,560	LF	\$ 19.17	\$ 49,083.14
				<b>Subtotal:</b>	<b>\$ 2,886,648.53</b>
				<b>Probable Construction Costs Total:</b>	<b>\$ 2,886,648.53</b>
<b>Totals</b>					
				<b>Probable Construction Costs Total:</b>	<b>\$ 2,886,648.53</b>
<b>Engineering, Design, and Project Administration Markups</b>					
				Engineering and Design Services (15.0%):	\$ 432,997.28
				Project Administration Services (6.0%):	\$ 173,198.91
				<b>Total Engineering, Design, and Project Administration:</b>	<b>\$ 606,196.19</b>
				<b>Grand Total Location 12 Option 2 Improvements:</b>	<b>\$ 3,492,844.72</b>

City of Kingsville - Storm Water Improvements Location 13

City of Kingsville - Location 13 Opinion of Probable Construction Costs (Option 1)					
Item	Discription	QTY	UNIT	UNIT COST	AMOUNT
<b>Location 13 Option 1</b>					
A1	Mobilization	1	LS	\$ 186,382.82	\$ 186,382.82
A2	Traffic Control	1	LS	\$ 18,093.17	\$ 18,093.17
A3	SWPPP / Erosion Control	1	LS	\$ 7,036.27	\$ 7,036.27
A4	Remove Existing Pavement	114	SY	\$ 9.14	\$ 1,041.99
A5	Excavation	1,830	CY	\$ 59.11	\$ 108,173.80
A6	18" RCP	1,600	LF	\$ 151.18	\$ 241,886.44
A7	Flexible Base w/ Geogrid	114	SY	\$ 25.37	\$ 2,892.19
A8	4" Hot Mix Asphalt Pavement	80	SY	\$ 1,602.36	\$ 128,188.56
A9	Conc. Curb Inlets	2	EA	\$ 1,587.91	\$ 3,175.83
A10	Conc. Pavement	39	SY	\$ 79.39	\$ 3,096.02
				<b>Subtotal:</b>	<b>\$ 699,967.08</b>
				<b>Probable Construction Costs Total:</b>	<b>\$ 699,967.08</b>
<b>Totals</b>					
				<b>Probable Construction Costs Total:</b>	<b>\$ 699,967.08</b>
<b>Engineering, Design, and Project Administration Markups</b>					
				Engineering and Design Services (15.0%):	<b>\$ 104,995.06</b>
				Project Administration Services (6.0%):	<b>\$ 41,998.03</b>
				<b>Total Engineering, Design, and Project Administration:</b>	<b>\$ 146,993.09</b>
				<b>Grand Total Location 13 Option 1 Improvements:</b>	<b>\$ 846,960.17</b>

City of Kingsville - Location 13 Opinion of Probable Construction Costs (Option 2)					
Item	Discription	QTY	UNIT	UNIT COST	AMOUNT
<b>Location 13 Option 2</b>					
A1	Mobilization	1	LS	\$ 275,220.77	\$ 275,220.77
A2	Traffic Control	1	LS	\$ 26,425.45	\$ 26,425.45
A3	SWPPP / Erosion Control	1	LS	\$ 7,575.53	\$ 7,575.53
A4	Remove Existing Pavement	364	SY	\$ 9.14	\$ 3,327.06
A5	Excavation	5,590	CY	\$ 59.11	\$ 330,432.54
A6	6'x3' Box Culvert	2,515	LF	\$ 558.81	\$ 1,405,398.40
A7	Flexible Base w/ Geogrid	186	SY	\$ 25.37	\$ 4,718.84
A8	4" Hot Mix Asphalt Pavement	280	SY	\$ 1,602.36	\$ 448,659.96
A9	Conc. Curb Inlets	6	EA	\$ 1,587.91	\$ 9,527.48
A10	Conc. Pavement	84	SY	\$ 79.39	\$ 6,668.34
				<b>Subtotal:</b>	<b>\$ 2,517,954.37</b>
				<b>Probable Construction Costs Total:</b>	<b>\$ 2,517,954.37</b>
<b>Totals</b>					
				<b>Probable Construction Costs Total:</b>	<b>\$ 2,517,954.37</b>
<b>Engineering, Design, and Project Administration Markups</b>					
				Engineering and Design Services (15.0%):	<b>\$ 377,693.15</b>
				Project Administration Services (6.0%):	<b>\$ 151,077.26</b>
				<b>Total Engineering, Design, and Project Administration:</b>	<b>\$ 528,770.42</b>
				<b>Grand Total Location 13 Option 2 Improvements:</b>	<b>\$ 3,046,724.78</b>

City of Kingsville - Storm Water Improvements Location 14

City of Kingsville - Location 14 Opinion of Probable Construction Costs (Option 1)					
Item	Discription	QTY	UNIT	UNIT COST	AMOUNT
<b>Location 14 Option 1</b>					
A1	Mobilization	1	LS	\$ 186,382.82	\$ 186,382.82
A2	Traffic Control	1	LS	\$ 18,093.17	\$ 18,093.17
A3	SWPPP / Erosion Control	1	LS	\$ 7,036.27	\$ 7,036.27
A4	Remove Existing Pavement	355	SY	\$ 9.14	\$ 3,244.80
A5	Excavation	2,430	CY	\$ 59.11	\$ 143,640.62
A6	24" RCP	2,730	LF	\$ 159.54	\$ 435,532.96
A7	Flexible Base w/ Geogrid	360	SY	\$ 25.37	\$ 9,133.23
A8	4" Hot Mix Asphalt Pavement	190	SY	\$ 1,602.36	\$ 304,447.83
A9	Conc. Curb Inlets	15	EA	\$ 1,587.91	\$ 23,818.70
A10	Conc. Pavement	167	SY	\$ 79.39	\$ 13,257.30
				<b>Subtotal:</b>	<b>\$ 1,144,587.69</b>
				<b>Probable Construction Costs Total:</b>	<b>\$ 1,144,587.69</b>
<b>Totals</b>					
				<b>Probable Construction Costs Total:</b>	<b>\$ 1,144,587.69</b>
<b>Engineering, Design, and Project Administration Markups</b>					
				Engineering and Design Services (15.0%):	\$ 171,688.15
				Project Administration Services (6.0%):	\$ 68,675.26
				<b>Total Engineering, Design, and Project Administration:</b>	<b>\$ 240,363.42</b>
				<b>Grand Total Location 14 Option 1 Improvements:</b>	<b>\$ 1,384,951.11</b>

City of Kingsville - Storm Water Improvements Location 14

City of Kingsville - Location 14 Opinion of Probable Construction Costs (Option 2)					
Item	Discription	QTY	UNIT	UNIT COST	AMOUNT
<b>Location 14 Option 2</b>					
A1	Mobilization	1	LS	\$ 275,220.77	\$ 275,220.77
A2	Traffic Control	1	LS	\$ 26,425.45	\$ 26,425.45
A3	SWPPP / Erosion Control	1	LS	\$ 7,575.53	\$ 7,575.53
A4	Remove Existing Pavement	1,366	SY	\$ 9.14	\$ 12,485.62
A5	Excavation	7,654	CY	\$ 59.11	\$ 452,438.40
A6	6'x3' Box Culverts	3,748	LF	\$ 558.81	\$ 2,094,406.85
A7	24" RCP	300	LF	\$ 159.54	\$ 47,860.76
A8	Flexible Base w/ Geogrid	311	SY	\$ 25.37	\$ 7,890.10
A9	4" Hot Mix Asphalt Pavement	883	SY	\$ 1,602.36	\$ 1,414,881.23
A10	Conc. Curb Inlets	25	EA	\$ 1,587.91	\$ 39,697.83
A11	Conc. Pavement	535	SY	\$ 79.39	\$ 42,470.99
				<b>Subtotal:</b>	<b>\$ 4,421,353.51</b>
				<b>Probable Construction Costs Total:</b>	<b>\$ 4,421,353.51</b>
<b>Totals</b>					
				<b>Probable Construction Costs Total:</b>	<b>\$ 4,421,353.51</b>
<b>Engineering, Design, and Project Administration Markups</b>					
				Engineering and Design Services (15.0%):	\$ 663,203.03
				Project Administration Services (6.0%):	\$ 265,281.21
				<b>Total Engineering, Design, and Project Administration:</b>	<b>\$ 928,484.24</b>
<b>Grand Total Location 14 Option 2 Improvements:</b>					<b>\$ 5,349,837.75</b>

# **AGENDA ITEM #10**



**City of Kingsville  
Police Department**

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TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Ricardo Torres, Chief of Police

DATE: October 2, 2020

SUBJECT: City of Kingsville (Police Department) and Kleberg County Attorney's Office (Task Force) Interlocal Agreement

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**Summary:**

The City of Kingsville (Police Department) and Kleberg County Attorney's Office (Task Force) are requesting that we participate in an Interlocal Cooperation Agreement to provide law enforcement services.

**Background:**

The City of Kingsville Police Department and the Kleberg County Attorney's Office Task Force have historically worked together to rid our city and county of crime. Participating in an Interlocal Agreement just formalizes a process where we had worked together thru a verbal agreement. The combining of resources will assist both entities to provide better law enforcement by targeting drugs, guns, gangs both in the city and the county. The result is that not only will be working those individuals operating at the street level but also on larger targets operating at a regional level. This should result in a continuing reduction of crime much as we have done over the last five years.

**Financial Impact:**

This agreement outlines sharing of assets that are seized as part of criminal investigations but has no immediate cost to the city or the county attorney's office.

**Recommendation:**

We request approval to participate in the Interlocal Cooperation Agreement.



**RESOLUTION # 2020-\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE KLEBERG COUNTY ATTORNEY'S OFFICE AND THE KINGSVILLE POLICE DEPARTMENT 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**, pursuant to the provisions of the Texas Code of Criminal Procedure Chapter 59 (Forfeiture of Contraband), a 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/narcotics investigation efforts between the Kleberg County Attorney's Office (Kingsville Specialized Crimes and Narcotics Task Force) and the Kingsville Police Department; and

**WHEREAS**, the County and the City desire to use the assets/services covered under the attached agreement 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 Kleberg

County Attorney's Office and Kingsville Police Department 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  
\_\_\_\_\_ 13th day of \_\_\_\_\_ October \_\_\_\_\_, 2020.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**INTERLOCAL COOPERATION AGREEMENT BETWEEN KLEBERG COUNTY  
ATTORNEY'S OFFICE  
AND  
KINGSVILLE POLICE DEPARTMENT  
FOR LAW ENFORCEMENT SERVICES**

This Interlocal Cooperation Agreement made, entered into, and executed by Kleberg County and the City of Kingsville bodies and corporates under the laws of the State of Texas; 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 may, pursuant to order or resolution of its governing body, form a mutual interlocal agency to assist in criminal and narcotic investigations and law enforcement;

**WHEREAS**, pursuant to the provisions of 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 Kleberg County and City of Kingsville by the coordination of criminal interdiction/ narcotics investigations efforts between the Kleberg County Attorney's Office and the Kingsville Police Department.

**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 Kleberg County Attorney’s Office and the Kingsville Police Department to combat crime throughout the jurisdictional limits of the entities who are parties to the 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 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 this assignment, and shall not be considered as employees, agents, or servants, of any other party to the agreement. All compensation of 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 from 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.

## 9. Disposition of Forfeited Assets

All parties to this agreement agree that expenses such as court costs, expert fees, deposition costs, and the occasional case where the 105<sup>th</sup> Judicial District Attorney must hire an outside attorney to assist him in complicated asset forfeiture (which will be agreed to in advance by all the parties) will be shared by all parties equally, and come off the top of any asset forfeiture. The Kleberg County Attorney's Office and the Kingsville Police Department 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 the Kleberg County Attorney's Office makes a criminal interdiction stop that results in the seizure of illegal contraband or assets within Kleberg County, then the 105<sup>th</sup> Judicial District Attorney will receive twenty percent (20%) of the seizure. The Kleberg County Attorney's Office will be entitled to one hundred percent (100%) respectively of the remaining monetary assets from that seizure. If the Kingsville Police Department makes a criminal interdiction stop that results in the seizure of illegal contraband or assets within the city's jurisdiction of Kingsville, Texas, then the 105<sup>th</sup> Judicial District Attorney will receive compensation from the Kingsville Police Department from their own working agreement. The Kingsville Police Department will be entitled to one hundred percent (100%) respectively of the remaining monetary assets from that seizure. If the Kingsville Police Department makes a criminal interdiction stop that results in the seizure of illegal contraband or assets within Kleberg County, then the 105<sup>th</sup> Judicial District Attorney will receive compensation from the Kingsville Police Department from their own working agreement. The Kingsville Police Department and the Kleberg County Attorney's Office shall be entitled to ninety percent (90%) and ten percent (10%) respectively of the remaining monetary assets from that seizure. If however, the Kleberg County Attorney's Office provides original information resulting in a Kingsville Police Department seizure and forfeiture, and there is active participation by each agency, both parties agree to split the awarded assets equally (50%/50%).

If the Kingsville Police Department provides original information resulting in a Kleberg County Attorney's Office seizure and forfeiture, and there is active participation by each agency, both parties agree to split the awarded assets equally (50%/50%).

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 and federal law.

#### 10. Term of Agreement & Termination

This agreement shall be for an initial term of one year starting on the day the last party signs the agreement. 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 other party to this Interlocal Agreement at the address listed in paragraph 13 of this agreement.

#### 11. Payment from Current Funds

Each party 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 relation 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 register or certified mail, return receipt requested. Notice shall be sent or delivered as follows:

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



City of Kingsville  
Attn: Police Chief  
1700 E. King Ave.  
Kingsville, Texas 78363  
Telephone: (361) 592-4311  
Facsimile: (361) 593-1715

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 of Funding

Kleberg County and City of Kingsville 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 County/City 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 the 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, Kleberg County and the City of Kingsville 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 results 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 Kingsville Police Department on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**EXECUTED** by Kleberg County on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Rudy Madrid  
County Judge

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kira Talip-Sanchez  
County Attorney  
RESOLUTION # 2020-\_\_\_\_\_

**A RESOLUTION AUTHORIZING THE COUNTY JUDGE TO ENTER INTO AN INTERLOCAL COOPERATION AGREEMENT BETWEEN KLEBERG COUNTY – KLEBERG COUNTY ATTORNEY’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**, the parties to this agreement can better utilize the law enforcement resources of Kleberg County and the City of Kingsville by the coordination of criminal interdiction efforts between the Kleberg County Attorney’s Office and the Kingsville Police Department; and

**WHEREAS**, Kleberg County and the City of Kingsville desire to use the 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 County Commissions of Kleberg County, Texas:

**I.**

**THAT** the County Judge is authorized and directed as an act of Kleberg County, to enter into an Interlocal Cooperation Agreement Between Kleberg County-Kleberg County Attorney’s Office and the City of Kingsville for Kingsville Police Department 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 County Commission on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

---

Rudy Madrid, County Judge

**ATTEST:**

---

Stephanie G. Garza, County Clerk

**APPROVED AS TO FORM:**

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Kira Talip- Sanchez, County Attorney

# **AGENDA ITEM #11**

**City of Kingsville  
Police Department**

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TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Ricardo Torres, Chief of Police

DATE: September 28, 2020

SUBJECT: Selective Traffic Enforcement Program "STEP," Click It or Ticket "CIOT,"  
Thanksgiving 2020 (ID: 2021-kingsvPD-CIOWT-THA-0042)

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**Summary:**

The Kingsville Police Department has been invited to participate in the Selective Traffic Enforcement Program "STEP," Click It or Ticket "CIOT," Thanksgiving 2020.

**Background:**

STEP grant funding assists in paying for overtime activities by local law enforcement and should focus on reducing the incidences of speeding, driving while intoxicated, failure to use occupant restraint systems, intersection traffic control violations and enforcement of state and local ordinances on cellular and texting devices. In order to participate in STEP, the agency must have an active overtime policy that allows for STEP enforcement to occur.

The following items are requirements for enforcement on STEP-COMP grants:

- All enforcement activities must be initiated within, or in route to, an established Enforcement Zone as outlined in the grant's Operational Plan.

The grant period is from 11/13/2020 to 12/2/2020.

**Financial Impact:**

The grant for "STEP" is a reimbursement type and requires an approximately 22.82% cash match, in the form of employee benefits. We have been conditionally approved \$4,000.00 in funds to cover personnel costs. Our match is the \$907.69 in costs for fringe benefits for the overtime.





**City of Kingsville  
Police Department**

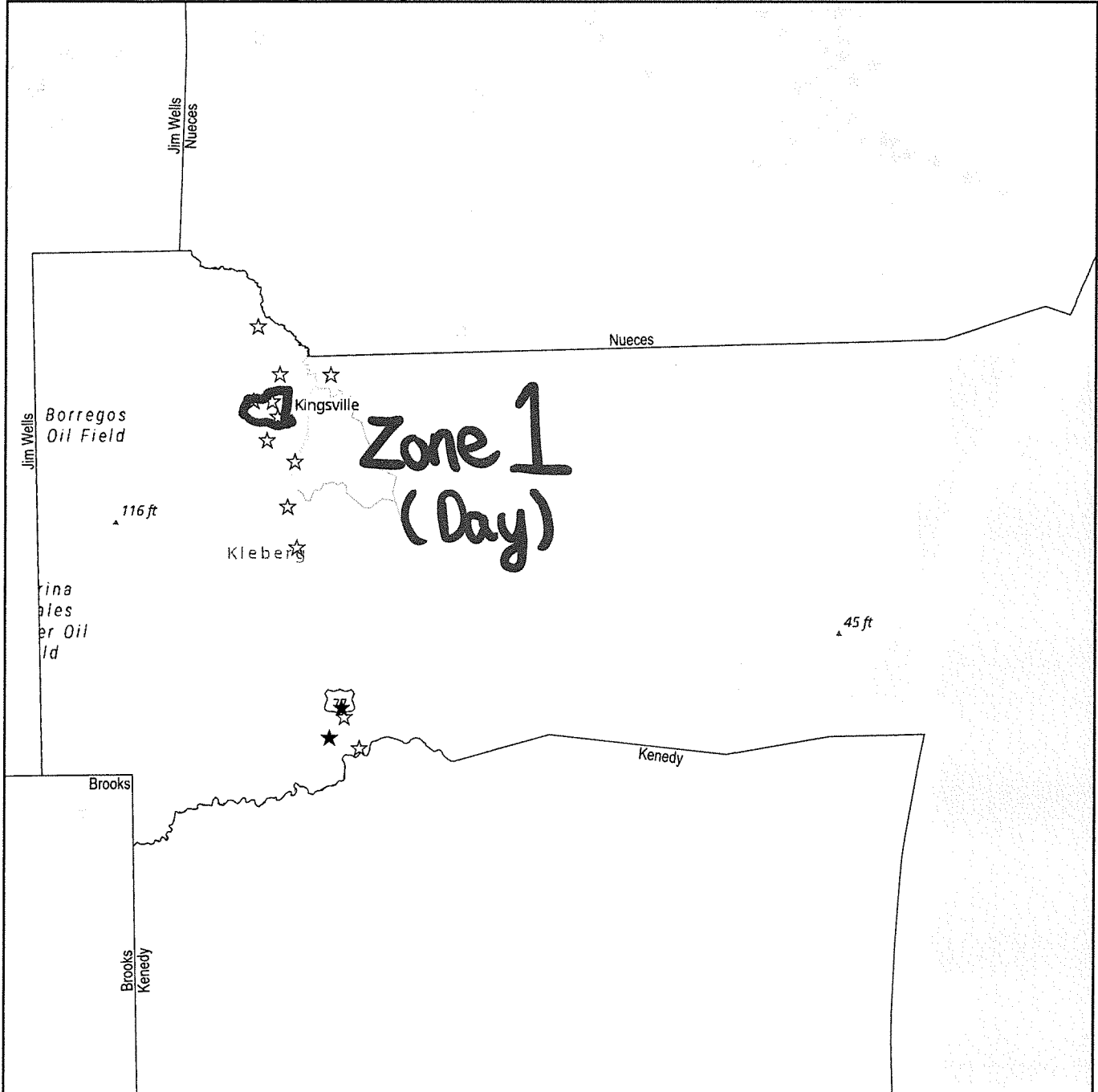
**Recommendation:**

We would request a resolution authorizing participation in the Selective Traffic Enforcement Program "STEP," Click It or Ticket "CIOT," Thanksgiving 2020. We further request that the City Commission of the City of Kingsville designates the Kingsville Police Chief as the grantee's authorized official. Please place this on the next available agenda.

We are also requesting a budget amendment to add a budget line item to the City of Kingsville's FY2020-2021 budget for expenditure and receipt of grant funds. Thank you for your assistance regarding this matter.



# STEP-CIOT Kleberg County FY2021

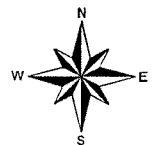


0 5 10 Miles

Fatal and Suspected Serious Injury (SSI) crashes occurred from 8/1/2016 through 7/31/2019 and had valid coordinates; Data current as of 9/25/2019.  
Sources: TXDOT CRIS; TXDOT Roadway Inventory

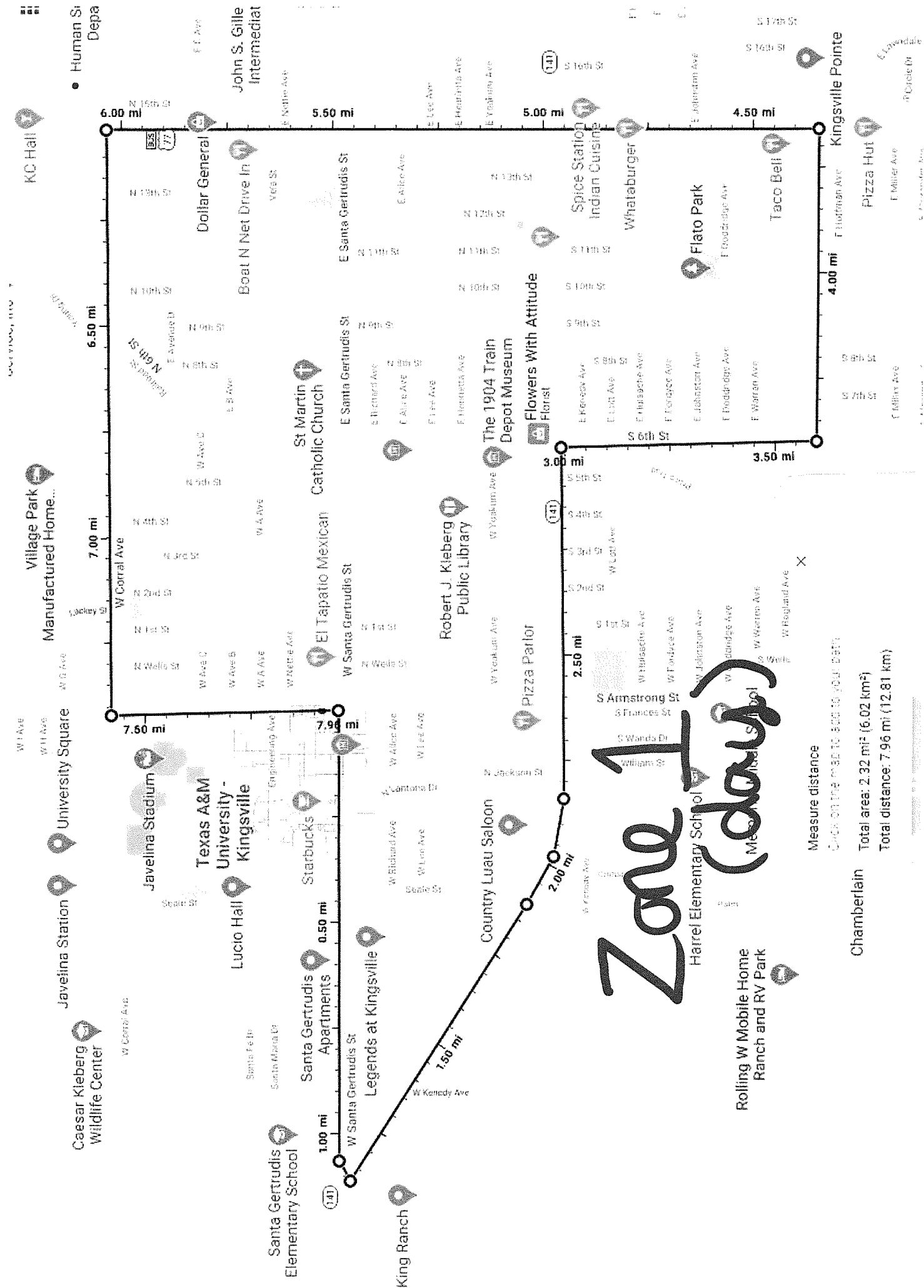
## CIOT Fatal/SSI Crash Locations:

- ☆ Aug 2016 - July 2018
- ★ Aug 2018 - July 2019

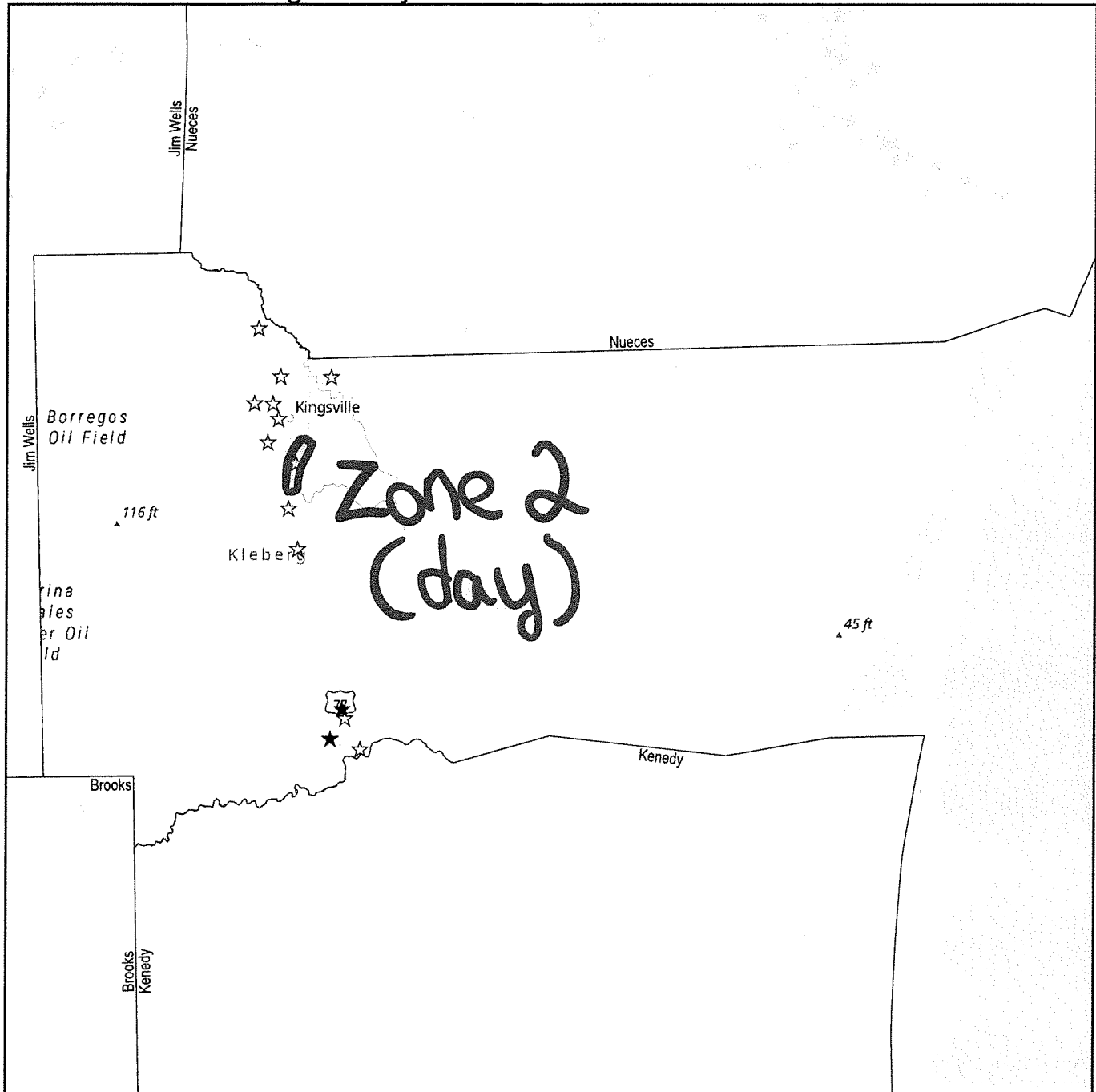


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# STEP-CIOT Kleberg County FY2021

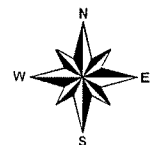


0 5 10 Miles

Fatal and Suspected Serious Injury (SSI) crashes occurred from 8/1/2016 through 7/31/2019 and had valid coordinates; Data current as of 9/25/2019. Sources: TXDOT CRIS; TXDOT Roadway Inventory

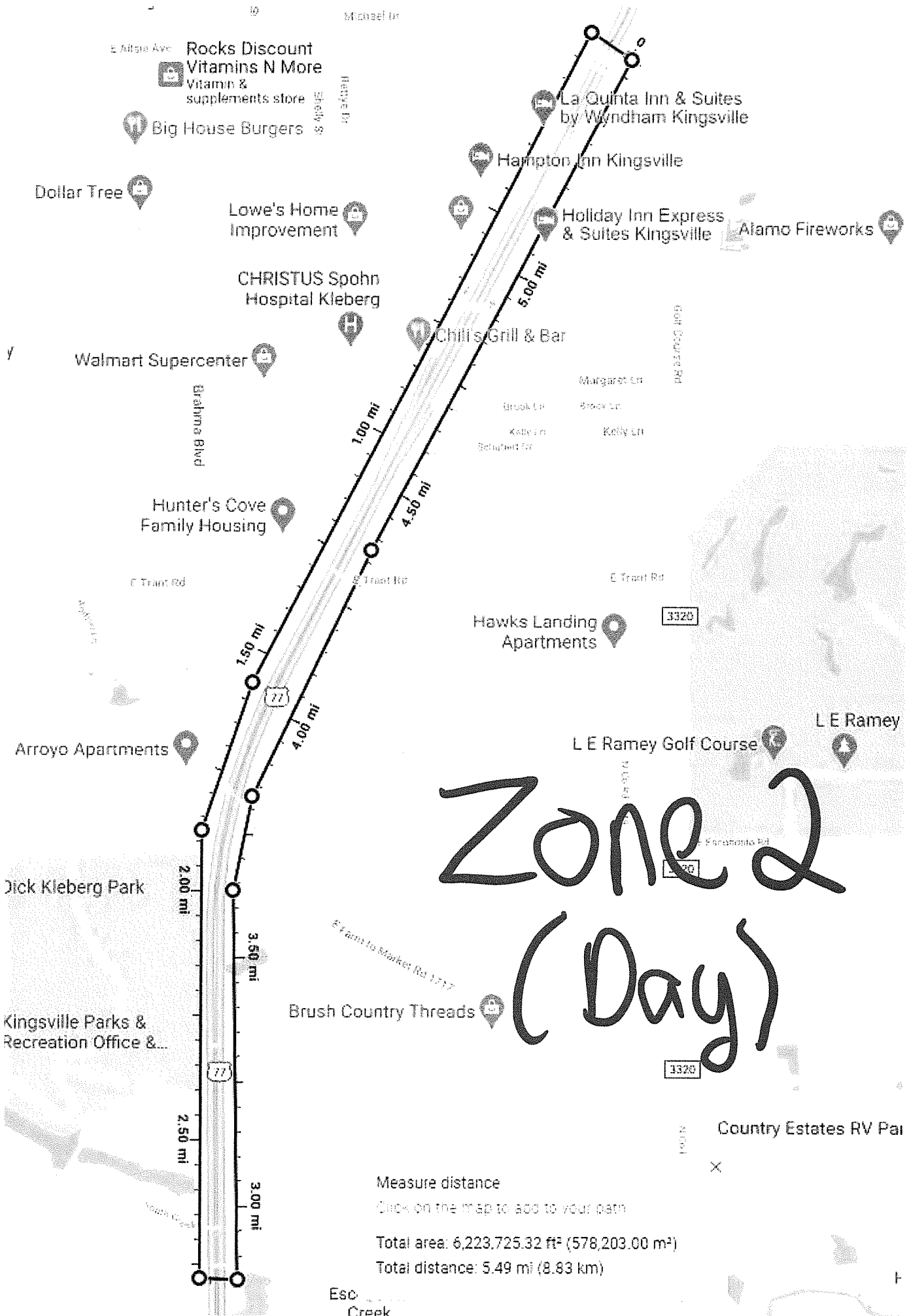
## CIOT Fatal/SSI Crash Locations:

- ☆ Aug 2016 - July 2018
- ★ Aug 2018 - July 2019

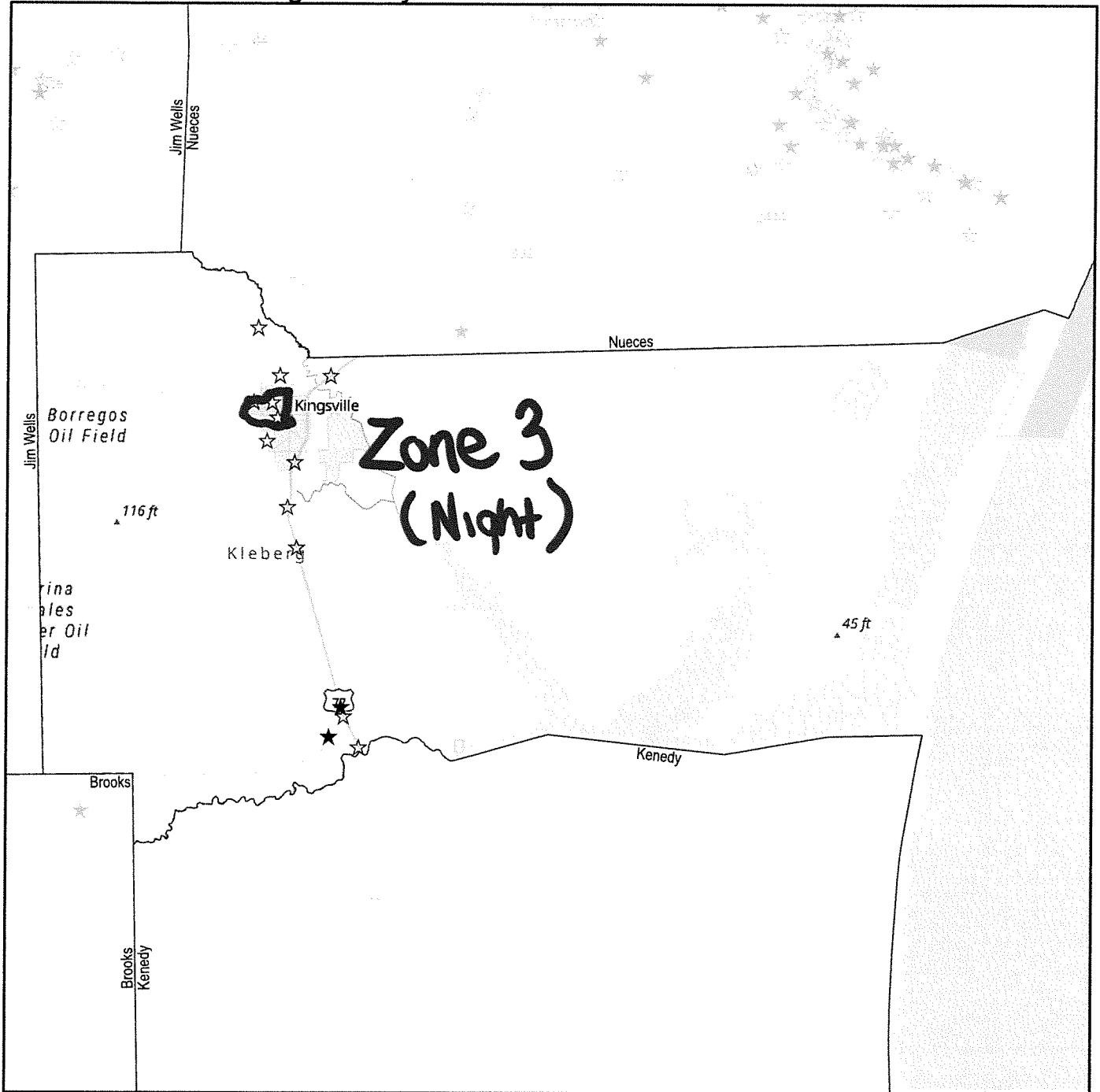


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# STEP-CIOT Kleberg County FY2021

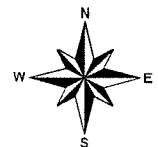


0 5 10 Miles

Fatal and Suspected Serious Injury (SSI) crashes occurred from 8/1/2016 through 7/31/2019 and had valid coordinates; Data current as of 9/25/2019. Sources: TXDOT CRIS; TXDOT Roadway Inventory

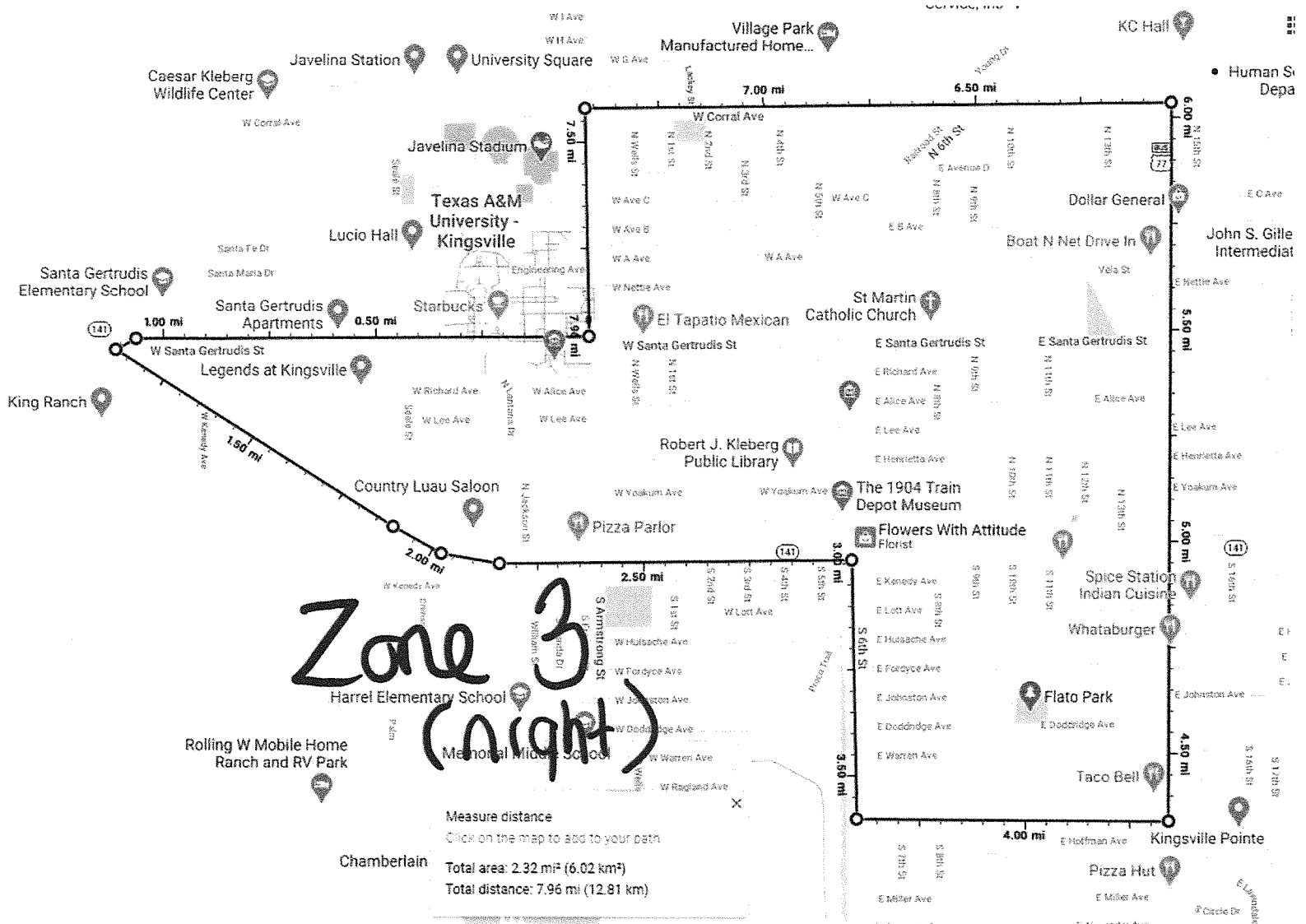
## CIOT Fatal/SSI Crash Locations:

- ☆ Aug 2016 - July 2018
- ★ Aug 2018 - July 2019

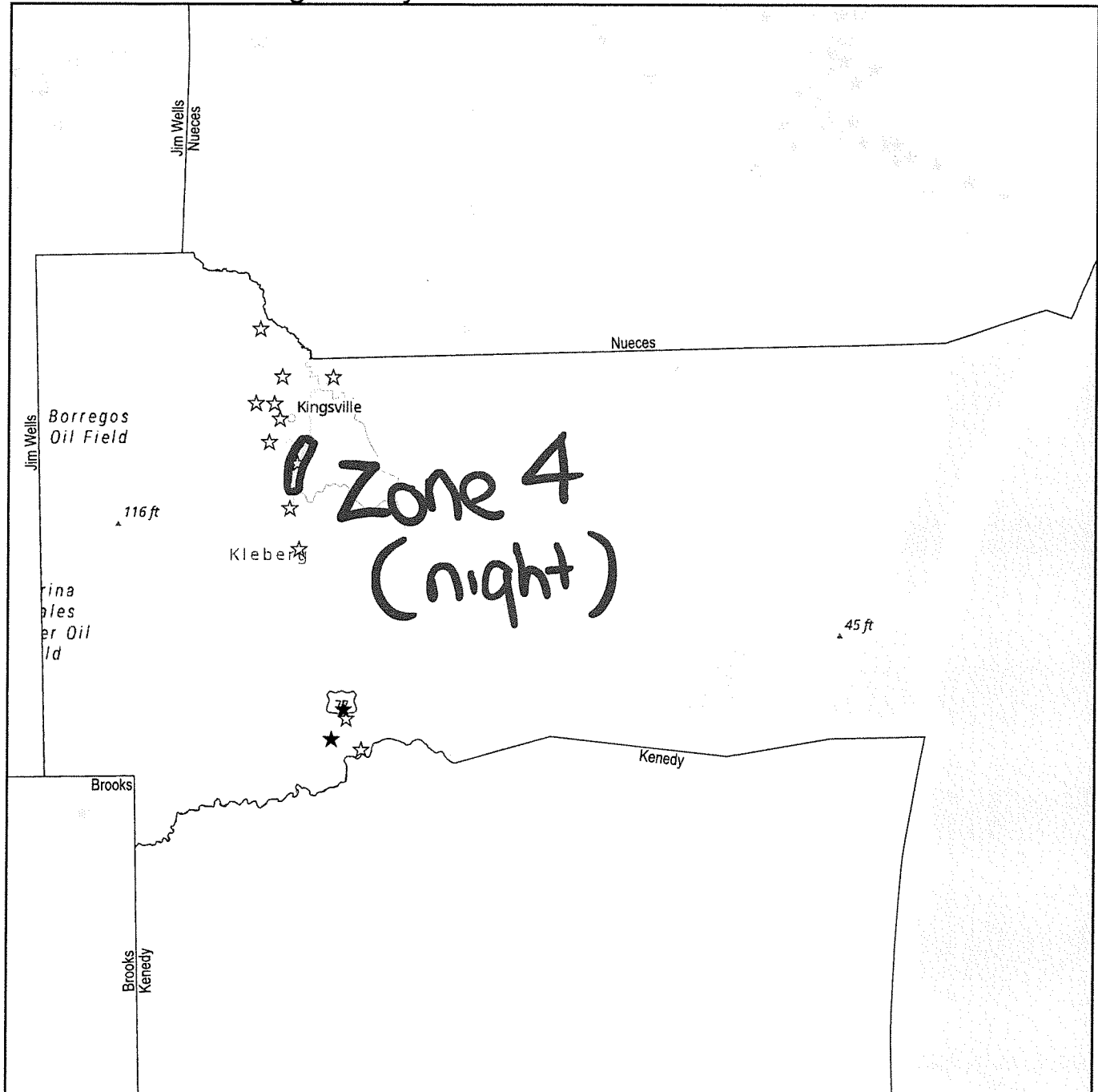


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# STEP-CIOT Kleberg County FY2021

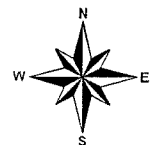


0 5 10 Miles

Fatal and Suspected Serious Injury (SSI) crashes occurred from 8/1/2016 through 7/31/2019 and had valid coordinates; Data current as of 9/25/2019. Sources: TXDOT CRIS; TXDOT Roadway Inventory

## CIOT Fatal/SSI Crash Locations:

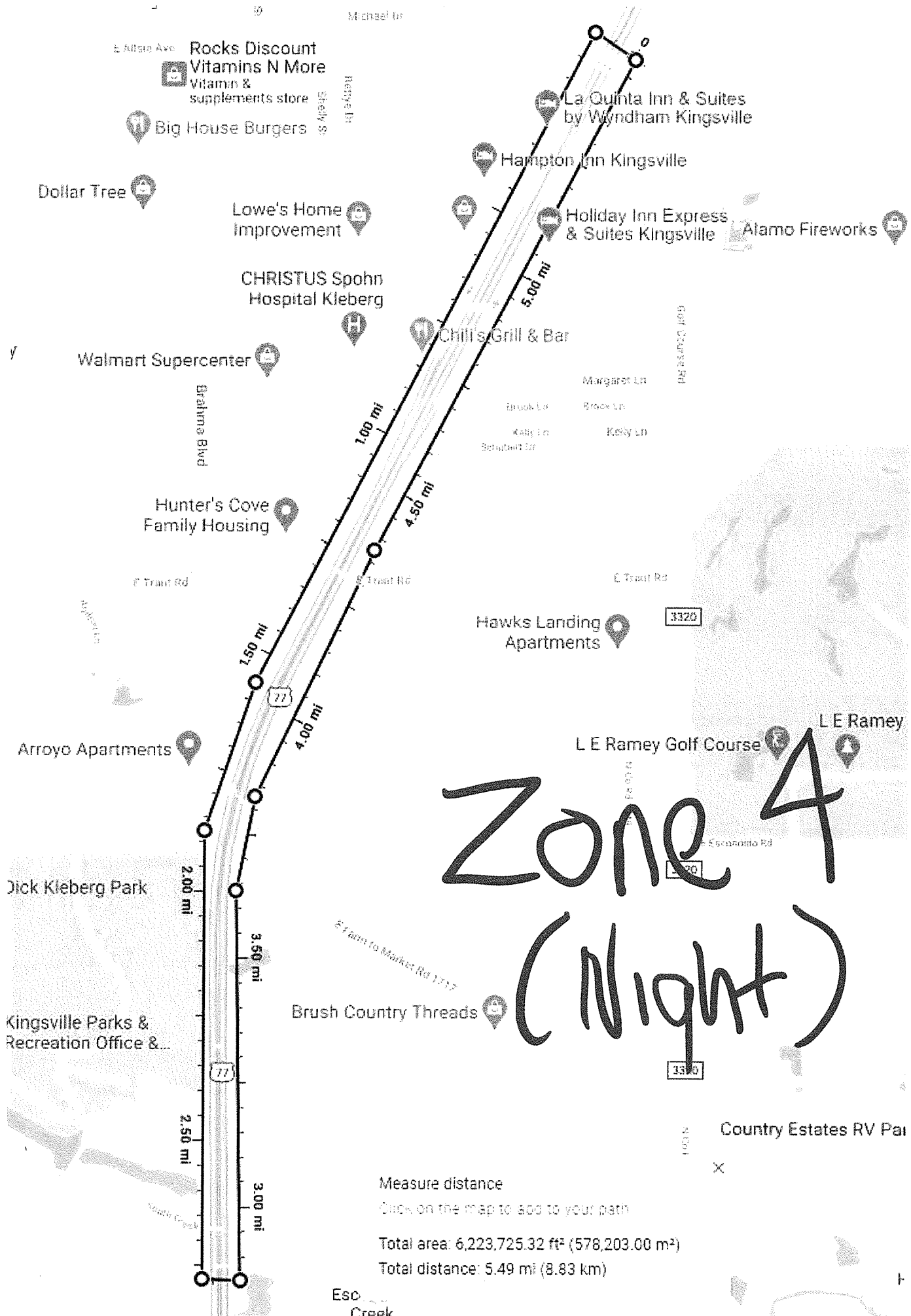
- ☆ Aug 2016 - July 2018
- ★ Aug 2018 - July 2019



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**RESOLUTION NO. 2018- 02**

**A RESOLUTION AUTHORIZING PARTICIPATION IN AND ACCEPTANCE OF FUNDS FROM THE 2019 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR POLICE TRAFFIC ENFORCEMENT WITH AN ANTICIPATED CASH MATCH; AUTHORIZING THE CHIEF OF POLICE TO ACT ON THE CITY'S BEHALF WITH SUCH PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Texas Department of Transportation has invited the City of Kingsville Police Department to participate in a grant for Selective Traffic Enforcement Program (STEP) grant in an effort to deter DWI/DUI, seatbelt, traffic control, speed, and distracted driving violations in order to improve public safety; and

**WHEREAS**, the City of Kingsville has previously been allowed to apply for reimbursement of overtime for law enforcement personnel and other allowed costs associated with this project that will assist with the deterrence of illegal traffic activity in our area;

**WHEREAS**, the City Commission of the City of Kingsville finds it in the best interest of the citizens of Kingsville, that the Kingsville Police Department participate in an application to the Texas Department of Transportation for grant monies for reimbursement for personnel costs, fuel and maintenance for law enforcement purposes for the 2019 STEP grant cycle which covers FY18-19; and

**WHEREAS**, the maximum amount awarded under the grant is \$12,000 and the grant requires a 20% cash match, the City agrees to provide the applicable matching funds for the grant, which are estimated to be \$2,400, as required by the 2019 STEP grant application; and

**WHEREAS**, the City agrees that in the event of loss or misuse of the grant funds, the City of Kingsville City Commission assures that the funds received through the grant will be returned to the Texas Department of Transportation in full;

**WHEREAS**, the City Commission of the City of Kingsville designates the Kingsville Chief of Police as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency;


**WHEREAS**, the City Kingsville Police Department was recently notified that it has been conditionally approved \$12,000.00 in funds for the Selective Traffic Enforcement Program grant, which is a reimbursement type grant that requires a 20% cash match.

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

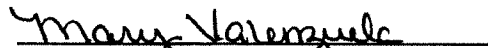
I.  
**THAT** the City Commission of the City of Kingsville approves: the submission of the grant application for the 2019 Selective Traffic Enforcement Program grant that has a 20% cash match and the acceptance of grant funds reimbursement for personnel costs, fuel and maintenance for law enforcement purposes through the Texas Department of Public Safety.

II.  
**THAT** this Resolution shall be and become effective on or after adoption.

**PASSED AND APPROVED** by a majority vote of the City Commission the 8th day of January, 2018.

  
Sam R. Fugate, Mayor

**ATTEST:**

  
Mary Valenzuela, City Secretary

**APPROVED AS TO FORM**

  
Courtney Alvarez, City Attorney

# **Texas Traffic Safety eGrants**

## **Fiscal Year 2021**

**Organization Name:** City of Kingsville Police Department

**Legal Name:** City of Kingsville

**Payee Identification Number:** 17460015138009

**Project Title:**

**ID:** 2021-kingsvPD-CIOT-THA-00042

**Period:** 11/13/2020 to 12/02/2020

**COUNTY SERVED**

**Select a County:** Kleberg County - Corpus Christi District

**POLITICAL DISTRICT SERVED**

Select a Political District Served ( [View a map](#) ):

U.S. Congress\* Congressional District 34

Texas Senate\* Texas Senate District 27

Texas House\* Texas House of Representatives District 43

**GRANT AGREEMENT GENERAL TERMS AND CONDITIONS** *(Revised:07/18/2019)*

Definitions: For purposes of these Terms and Conditions, the "Department" is also known as the "State" and the "prospective primary participant" and the "Subgrantee" is also known as the "Subrecipient" and "prospective lower tier participant"

**ARTICLE 1. COMPLIANCE WITH LAWS**

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

**ARTICLE 2. STANDARD ASSURANCES**

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.

B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.

C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

D. Political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.

J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.

K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).

L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.

M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

### **ARTICLE 3. COMPENSATION**

A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.



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B. All payments will be made in accordance with the Project Budget.

1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.

5. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.

F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.

G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.

H. Payments are contingent upon the availability of appropriated funds.

I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on (1) proposed cost sharing and (2) demonstrated performance history.

#### **ARTICLE 4. LIMITATION OF LIABILITY**

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

#### **ARTICLE 5. AMENDMENTS**

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

#### **ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK**

A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.

D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.

E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

#### **ARTICLE 7. REPORTING AND MONITORING**

A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:

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1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.

2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.

3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.

B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:

1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

D. The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

#### **ARTICLE 8. RECORDS**

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

#### **ARTICLE 9. INDEMNIFICATION**

A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

#### **ARTICLE 10. DISPUTES AND REMEDIES**

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

#### **ARTICLE 11. TERMINATION**

A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:

1. This agreement is terminated in writing with the mutual consent of both parties; or
2. There is a written thirty (30) day notice by either party; or
3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

#### **ARTICLE 12. INSPECTION OF WORK**

A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.

B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

#### **ARTICLE 13. AUDIT**

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

#### **ARTICLE 14. SUBCONTRACTS**

A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

#### **ARTICLE 15. GRATUITIES**

A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

#### **ARTICLE 16. NONCOLLUSION**

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

#### **ARTICLE 17. CONFLICT OF INTEREST**

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

#### **ARTICLE 18. SUBGRANTEE'S RESOURCES**

A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.

B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

#### **ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT**

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.310-.316, 200.318-.324.

#### **ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.

C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

#### **ARTICLE 21. SUCCESSORS AND ASSIGNS**

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

#### **ARTICLE 22. CIVIL RIGHTS COMPLIANCE**

A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation

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(USDOT): 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

B. Nondiscrimination: (applies to subrecipients as well as States) The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance:

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- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.

F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through



E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

#### **ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM**

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.

C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address <http://www.txdot.gov/business/partnerships/dbe.html>

E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

#### **ARTICLE 24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION** (applies to subrecipients as well as States)

##### Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

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2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or

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voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered

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transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**ARTICLE 25. CERTIFICATION REGARDING FEDERAL LOBBYING** (applies to subrecipients as well as States)

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation,

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renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **ARTICLE 26. CHILD SUPPORT CERTIFICATION**

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

#### **ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS**

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:

<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and  
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

B. The Subgrantee agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (48 CFR subpt. 4.11) if this award provides for more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM web-site at: <https://www.sam.gov>

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>;

and

3. Report the total compensation and names of its top five (5) executives to the State if:
  - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
  - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

#### **ARTICLE 28. SINGLE AUDIT REPORT**

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.
- B. If threshold expenditures of \$750,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at [singleaudits@txdot.gov](mailto:singleaudits@txdot.gov)
- C. If expenditures are less than \$750,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_."
- D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

#### **ARTICLE 29. BUY AMERICA ACT** (applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

#### **ARTICLE 30. RESTRICTION ON STATE LOBBYING** (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

#### **ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION**

*(This article applies only to non-profit entities.)*

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

**ARTICLE 32. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**  
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**ARTICLE 33. INTERNAL ETHICS AND COMPLIANCE PROGRAM**

Subgrantee shall comply with Title 43 Texas Administrative Code §25.906(b). Subgrantee certifies it has adopted an internal ethics and compliance program that satisfies the requirements of Title 43 Texas Administrative Code §10.51 (relating to Internal Ethics and Compliance Program). Subgrantee shall enforce compliance with that program.

**GOALS AND STRATEGIES**

Goal: To increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes

Strategies: Increase enforcement of traffic safety-related laws.  
Increase public education and information campaigns.

Goal: To increase occupant restraint use in all passenger vehicles and trucks.

Strategy: Increase enforcement of occupant protection laws.

X I agree to the above goals and strategies.



**LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE**

STEP enforcement grants are focused on reducing crashes, and Click-It-Or-Ticket (CIOT) enforcement grants specifically focus reducing fatal or serious-injury (KA) crashes where vehicle occupants are unrestrained or improperly restrained, whether in seat belts or child safety seats (Occupant Protection, or OP). The blanks on this page represent the baseline number of KA crashes related to CIOT enforcement efforts (OP-KA), and the KA crash targets each agency hopes to achieve through CIOT enforcement. The data entered on this page is the basis for the grant's enforcement performance measures. The Baseline KA crash data is provided by TxDOT using a 3-year rolling average of OP-KA crashes as reported to TxDOT's Crash Reporting Information System (CRIS) database. The targets, one each for seatbelts and child safety seats, should reflect a reduction against the Baseline KA Crash number in the top box. The sum of targets should be less than the number of Baseline KA crashes.

Baseline: KA Crashes involving Occupant Protection (OP-KA) for subgrantee's jurisdiction	1
Target: To reduce the number of KA Crashes involving improper seatbelt use to	0
Target: To reduce the number of KA Crashes involving improper child safety seat use to	0

**Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota. In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.**

### CIOT OPERATIONAL PLAN

X I agree to the following

**Comments:**

We will send out information on Click it or Ticket, to regional TV and newspaper outlets. We will also send information out via NIXLE, Twitter and FACEBOOK.

**Site Description**

**Occupant Protection Jurisdiction Wide**

Pre-Media Efforts Before Enforcement period	November 13, 2020 - November 15, 2020
"Enforcement Period (Minimum # of enforcement days: 4) (day or nighttime)"	November 16, 2020 - November 29, 2020
Post-Media Efforts After Enforcement period	November 30, 2020 - December 2, 2020
Reporting Period	November 13, 2020 - December 2, 2020

**Description of Activities**

**Pre-Media Campaign**

- Conduct local media events immediately before the enforcement effort to maximize the visibility of enforcement to the public. These media events tell the public when, where, how and why the safety belt laws are being enforced. These activities must occur prior to enforcement activities beginning.

**Enforcement Period**

\* Intensify enforcement through an overtime STEP that places primary emphasis on reducing the number of fatal and serious crashes (KA) involving unrestrained or improperly restrained occupants by promoting and encouraging proper seatbelt or child safety seat use during the peak holiday traffic. Officers should focus their enforcement efforts on seatbelt and child safety seat violations, but may use any probable cause to stop a vehicle within the established enforcement zones during enforcement hours. Officers working STEP-CIOT must document stopping an average of 2.5 vehicles in each STEP enforcement hour and within the designated enforcement zones during designated enforcement hours.

Post-media Campaign

- Conduct local media events informing the public about the importance and effectiveness of belt laws and the results of the enforcement activities conducted for this project. The Post-Media Campaign may begin immediately upon completion of the enforcement period.

Reporting Period

- Agencies will submit a performance report during this time period.

Note:

- The Media dates above are to be used as a guide. Late grant execution may result in a subgrantee conducting pre-media activities at a later date.

**OPERATIONAL PLAN(ENFORCEMENT ZONES)**

Zone  
Name      Zone 1

Zone  
Location      Corral Ave. west from Armstrong to 14th street. 14th street south to Caesar. west on Caesar to S. 6th. North on S. 6th to Hwy 141. Turn west on Hxy 141 west to the Y intersection with Santa Gertrudis. East on Santa Gertrudis to Armstrong. Turn north on Armstrong to Corral.

Zone  
Hours      X Daytime 6 AM to 6 PM  
              Nighttime 6 PM to 6 AM

Zone Heat  
Map      [https://www.dot.state.tx.us/apps/egrants/\\_Upload/998179\\_338676-Kingsville-](https://www.dot.state.tx.us/apps/egrants/_Upload/998179_338676-Kingsville-FY2021_STEP-CIOT_Zone-1(day).pdf)  
(attach)      FY2021\_STEP-CIOT\_Zone-1(day).pdf

**OPERATIONAL PLAN(ENFORCEMENT ZONES)**

Zone Name     Zone 2

Zone Location     I69/South US 77 from Carlos Truan Blvd. south to southern city limits. This roadway includes 100 ft. of intersecting roadways.

Zone Hours        X Daytime 6 AM to 6 PM  
                      Nighttime 6 PM to 6 AM

Zone Heat        [https://www.dot.state.tx.us/apps/egrants/\\_Upload/998183\\_338676-Kingsville-](https://www.dot.state.tx.us/apps/egrants/_Upload/998183_338676-Kingsville-FY2021_STEP-CIOT_Zone-2(day).pdf)  
Map (attach)     [FY2021\\_STEP-CIOT\\_Zone-2\(day\).pdf](https://www.dot.state.tx.us/apps/egrants/_Upload/998183_338676-Kingsville-FY2021_STEP-CIOT_Zone-2(day).pdf)

**OPERATIONAL PLAN(ENFORCEMENT ZONES)**

Zone  
Name      Zone 3

Zone  
Location      Corral Ave. west from Armstrong to 14th street. 14th street south to Caesar. west on Caesar to S. 6th. North on S. 6th to Hwy 141. Turn west on Hxy 141 west to the Y intersection with Santa Gertrudis. East on Santa Gertrudis to Armstrong. Turn north on Armstrong to Corral.

Zone  
Hours      Daytime 6 AM to 6 PM  
             X Nighttime 6 PM to 6 AM

Zone Heat  
Map      [https://www.dot.state.tx.us/apps/egrants/\\_Upload/998181\\_338676-Kingsville-](https://www.dot.state.tx.us/apps/egrants/_Upload/998181_338676-Kingsville-FY2021_STEP-CIOT_Zone-3(night)(002).pdf)  
(attach)      [FY2021\\_STEP-CIOT\\_Zone-3\(night\)\(002\).pdf](https://www.dot.state.tx.us/apps/egrants/_Upload/998181_338676-Kingsville-FY2021_STEP-CIOT_Zone-3(night)(002).pdf)

**OPERATIONAL PLAN(ENFORCEMENT ZONES)**

Zone Name     Zone 4

Zone Location     I69/South US 77 from Carlos Truan Blvd. south to southern city limits. This roadway includes 100 ft. of intersecting roadways.

Zone Hours        Daytime 6 AM to 6 PM  
                      X Nighttime 6 PM to 6 AM

Zone Heat        [https://www.dot.state.tx.us/apps/egrants/\\_Upload/998184\\_338676-Kingsville-](https://www.dot.state.tx.us/apps/egrants/_Upload/998184_338676-Kingsville-FY2021_STEP-CIOT_Zone-4(night).pdf)  
Map (attach)     FY2021\_STEP-CIOT\_Zone-4(night).pdf

**PI&E OBJECTIVE/PERFORMANCE MEASURE**

XI agree to the below efforts with a public information and education (PI&E) program.

- a. Conduct a minimum of one (1) presentations
- b. Conduct a minimum of two (2) media exposures (e.g. news conferences, news releases, and interviews)
- c. Conduct a minimum of one (1) community events (e.g. health fairs, booths)



**GENERAL INFORMATION**

Project Title : STEP - Click It Or Ticket

Project Description : To increase occupant restraint use in all passenger vehicles and trucks by conducting an intense occupant protection enforcement and public information and education effort during the Enforcement period.

Including this year, how many years has your organization received funding for this project?  
This will be our third year.

**SALARIES AND FRINGE BENEFITS - 100 & 200**

X Overtime Regular Time								
	TxDOT Hours	Match Hours	Wage Rate	TxDOT Salaries	Match Salaries	Total Salaries	Fringe %	
A. Enforcement (overtime)								
Officers/Deputies:	108	0	\$34.700	\$3,747.60	\$0	\$3,747.60	22.82%	\$
Sergeants:			\$0	\$0	\$0	\$0	%	
Lieutenants/Other:			\$0	\$0	\$0	\$0	%	
B. PI&E Activities (overtime)								
PI&E Activities			\$0	\$0	\$0	\$0	%	
C. Administrative Duties								
Commander	5	0	\$46.000	\$230.00	\$0	\$230.00	22.82%	
			\$0	\$0	\$0	\$0	%	
			\$0	\$0	\$0	\$0	%	
			\$0	\$0	\$0	\$0	%	
			\$0	\$0	\$0	\$0	%	
			\$0	\$0	\$0	\$0	%	
Total:				\$0 \$3,977.60	\$0	\$3,977.60		
Category		TxDOT	%		Match		%	
Salaries:	\$907.69	\$3,977.60	100.00%		\$0		0.00%	\$3
Fringe Benefits:		\$907.69	100.00%		\$0		0.00%	\$
Breakdown of Fringe Percentages:								

**TRAVEL AND PER DIEM : NON ENFORCEMENT TRAVEL - 300**

**Non-Enforcement Travel**

Description    Other (Explain)

Please explain    No Travel

Unit Price       \$0

Quantity        0

Total            \$0

Please enter allocation amount per items entered in the following fields.  
Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT	\$0	0.00%
Match	\$0	0.00%
Total	\$0	

### STEP ENFORCEMENT MILEAGE

**Instructions:**

**Unit # :** Provide your agency's inventory number or other identifying number for each vehicle. To assist in calculating your agency's average enforcement mileage rate, we are requesting information from a sampling of five (5) patrol vehicles. The calculator will average the costs from all vehicles to arrive at the average operational cost per vehicle mile. If your agency does not have at least five patrol vehicles that are used for enforcement, include the requested information for the vehicles that you have.

**Original Vehicle Cost :** Provide each vehicle's total cost. (The total cost could include vehicle base cost, equipment/accessories and preparation costs).

**Life Expectancy (In Years) :** Provide the number of years that your agency expects the vehicle(s) will be used for enforcement activities. Many agencies have policies stating vehicles will be used for a specific time period (years) and some agencies determine mileage as the basis for vehicle retirement from enforcement. If mileage is used, determine the average number of years it takes for agency's vehicles to reach their mileage limit.

**Maintenance Costs :** Provide historical maintenance costs for the latest 12 month period available for each vehicle. Maintenance costs can also include annual liability insurance costs.

**Fuel Costs :** Provide historical fuel costs for the latest 12 month period available for each vehicle.

**Yearly Miles:** Provide the yearly enforcement miles for each vehicle. Use each vehicle's mileage logs or other available information to document the average number of enforcement miles driven annually or simply divide the mileage by the number of years the vehicle has been in use for enforcement activities.

Unit #	Original Vehicle Cost	Life Expectancy (In Years)	Maintenance Costs	Fuel Costs	Yearly Miles	OP Cost/Mile
Vehicle 1	\$0		\$0	\$0		\$0
Vehicle 2	\$0		\$0	\$0		\$0
Vehicle 3	\$0		\$0	\$0		\$0
Vehicle 4	\$0		\$0	\$0		\$0
Vehicle 5	\$0		\$0	\$0		\$0

**Average Operational Cost of the Vehicle Per Mile : \$0**

**Number of Miles Proposed :**

**TOTAL : \$0**

	Amount	Percentages
TxDOT	\$0	0.00%
Match	\$0	0.00%
Total	\$0	

**EQUIPMENT - 400**

Description      Departmental Equipment will be used  
Unit Price        \$0  
Quantity          0  
Total Cost        \$0

Please enter allocation amount per items entered in the following fields.  
Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT	\$0	0.00%
Match	\$0	0.00%
Total	\$0	

**SUPPLIES - 500**

Description      Department supplies on hand  
Unit Price        \$0  
Quantity          0  
Total Cost        \$0

Please enter allocation amount per items entered in the following fields.  
Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT	\$0	0.00%
Match	\$0	0.00%
Total	\$0	

**CONTRACTUAL SERVICES - 600**

Description            No Contracts Required  
Unit Price            \$0  
Quantity            0  
Total Cost            \$0

Please enter allocation amount per items entered in the following fields.  
Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT	\$0	0.00%
Match	\$0	0.00%
Total	\$0	

**OTHER MISCELLANEOUS - 700**

Name	Other
Description	None
Unit Price	\$0
Quantity	0
Total Cost	\$0

Please enter allocation amount per items entered in the following fields.  
Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT		0.00%
Match		0.00%
Total	\$0	



**INDIRECT COST - 800**

Description

File Upload

Proposed Percentage 0%

Apply the Indirect Cost  
Rate to: (100) Salaries - \$3,977.60

(200) Fringe Benefits - \$907.69

(300) Travel and Per Diem - Non-enforcement Travel - \$0 / STEP  
Enforcement Mileage - \$0

(400) Equipment - \$0

(500) Supplies - \$0

(600) Contractual Services - \$0

(700) Other Miscellaneous - \$0

Total Selected Amount \$0

Exemption Amount

Exemption Reason

Eligible Amount \$0

Total Cost \$0

Please enter allocation amount per items entered in the following fields.  
Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT		0.00%
Match		0.00%
Total	\$0	

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**Budget Summary**

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries	\$3,977.60	\$0	\$3,977.60
(200)	Fringe Benefits	\$907.69	\$0	\$907.69
	Category I Sub-Total	\$4,885.29	\$0	
Category II - Other Direct Costs				
(300)	Travel	\$0	\$0	\$0
(400)	Equipment	\$0	\$0	\$0
(500)	Supplies	\$0	\$0	\$0
(600)	Contractual Services	\$0	\$0	\$0
(700)	Other Miscellaneous	\$0	\$0	\$0
	Category II Sub-Total	\$0	\$0	\$0
Total Direct Costs		\$4,885.29	\$0	\$4,885.29
Category III - Indirect Costs				
(800)	Indirect Cost Rate	\$0	\$0	\$0
Summary				
	Total Labor Costs	\$4,885.29	\$0	\$4,885.29
	Total Direct Costs	\$0	\$0	\$0
	Total Indirect Costs	\$0	\$0	\$0
	Grand Total	\$4,885.29	\$0	\$4,885.29
	Fund Sources (Percent Share)	100.00%	0.00%	

**PROPOSING AGENCY AUTHENTICATION**

X The following person has authorized the submittal of this proposal.

Name	Ricardo Torres
Title	Police Chief
Address	1700 E. King Ave.
City	Kingsville
State	Texas
Zip Code	78363
Phone Number	3615924311 (xxx-xxx-xxxx)
Fax Number	3615931714 (xxx-xxx-xxxx)
E-mail address	chief@kingsvillepd.us

**COMPLIANCE REQUIREMENTS**

**Data Universal Numbering System:** The Data Universal Numbering System (DUNS) is a unique nine-digit number recognized as the universal standard for identifying and tracking businesses worldwide. The Federal Spending Transparency Directive and the previous Federal Funding Accountability and Transparency Act (FFATA) requires grantees and sub-grantees to have a DUNS number. Most agencies and organizations have DUNS numbers established, please check with your accounting staff. To obtain a DUNS number, applicants should go to the Dun and Bradstreet website at <http://fedgov.dnb.com/webform>

Data Universal Numbering System (D-U-N-S)

618308118

**2 C.F.R. Part 200 Compliance**

Enter the Begin Date and End Date of your Agency's Fiscal Year 2021

Begin Date : 10/1/2020 End Date : 9/30/2021

Your entity is required to comply with federal (OMB A-133) and/or state (State of Texas Single Audit Circular) requirements.

If threshold expenditures of \$750,000 or more are met during your agency's fiscal year, please submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East Eleventh Street, Austin, TX 78701 or contact TxDOT's Audit Office at [singleaudits@txdot.gov](mailto:singleaudits@txdot.gov)

If expenditures are less than \$750,000 during your agency's fiscal year, please submit a statement to TxDOT's Audit Office as follows:

"We did not meet the \$750,000 expenditure threshold and therefore we are not required to have a single audit performed for FY ."

X I agree

**STEP Operating Policies and Procedures**

All STEP agencies must either have established written STEP operating policies and procedures, or will develop written policies and procedures before STEP grants can be executed. Please click here for [STEP Policies and Procedures requirements](#).

If your agency has approved STEP Operating Policies and Procedures, please upload here :

[https://www.dot.state.tx.us/apps/egrants/\\_Upload/997889\\_207009-KPDSTEPPolicy01202019.pdf](https://www.dot.state.tx.us/apps/egrants/_Upload/997889_207009-KPDSTEPPolicy01202019.pdf)

If your agency does not have approved STEP Operating Policies and Procedures, please certify the following:

I certify that our agency will develop STEP Operating Policies and Procedures before executing the grant.

**RESOLUTION NO. 2020-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING PARTICIPATION IN AND ACCEPTANCE OF FUNDS FROM THE 2021 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR POLICE TRAFFIC ENFORCEMENT WITH AN ANTICIPATED CASH MATCH; AUTHORIZING THE CHIEF OF POLICE TO ACT ON THE CITY'S BEHALF WITH SUCH PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Texas Department of Transportation has invited the City of Kingsville Police Department to participate in a grant for Selective Traffic Enforcement Program (STEP) grant known as "Click It or Ticket" in an effort to deter DWI/DUI, seatbelt, traffic control, speed, and distracted driving violations in order to improve public safety; and

**WHEREAS**, the City of Kingsville has previously been allowed to apply for reimbursement of overtime for law enforcement personnel and other allowed costs associated with this project that will assist with the deterrence of illegal traffic activity in our area;

**WHEREAS**, the City Commission of the City of Kingsville finds it in the best interest of the citizens of Kingsville, that the Kingsville Police Department participate in an application to the Texas Department of Transportation for grant monies for reimbursement for personnel costs, fuel and maintenance for law enforcement purposes for the 2021 STEP grant cycle which covers grant period of 11/3/20-12/02/20; and

**WHEREAS**, the City has been conditionally approved \$4,000.00 in funds to cover personnel costs and the grant requires an approximately 22.83% cash match, the City agrees to provide the applicable matching funds for the grant, which are estimated to be \$907.69; and

**WHEREAS**, the City agrees that in the event of loss or misuse of the grant funds, the City of Kingsville City Commission assures that the funds received through the grant will be returned to the Texas Department of Transportation in full;

**WHEREAS**, the City Commission of the City of Kingsville designates the Kingsville Chief of Police as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency;

**WHEREAS**, the City Kingsville Police Department was recently notified that it has been conditionally approved \$4,000.00 in funds for the Selective Traffic Enforcement Program grant, which is a reimbursement type grant that requires an approximately 22.83% cash match.

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

I.

**THAT** the City Commission of the City of Kingsville approves: the submission of the grant application for the 2021 Selective Traffic Enforcement Program grant that has an approximately 22.83% cash match and the acceptance of grant funds reimbursement for personnel costs, fuel and maintenance for law enforcement purposes through the Texas Department of Transportation.

II.

**THAT** this Resolution shall be and become effective on or after adoption.

**PASSED AND APPROVED** by a majority vote of the City Commission the 13th day of October, 2020.

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Sam R. Fugate, Mayor

**ATTEST:**

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Mary Valenzuela, City Secretary

**APPROVED AS TO FORM**

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Courtney Alvarez, City Attorney

# **AGENDA ITEM #12**

**City of Kingsville  
Police Department**

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TO: Mayor and City Commissioners  
CC: Mark McLaughlin, City Manager  
FROM: Ricardo Torres, Chief of Police  
DATE: September 30, 2020  
SUBJECT: Receipt of Donation from Texas Community Federal Credit Union

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**Summary:**

We are requesting the approval of the receipt of a \$250 donation from Texas Community Federal Credit Union to the Kingsville Police Department, Project "K.I.D.Z." Kingsville's Initiative for Drug Free Zones, for use during the "2<sup>nd</sup> Annual Trunk or Treat Event."

**Background:**

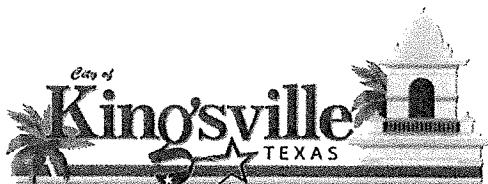
The children of our community should have a safe, drug free environment where they can enjoy Halloween. Due to the current coronavirus COVID-19 pandemic we have modified our event so that attendees can still dress up and enjoy the holiday. We have requested that attendees remain in their vehicles and wear proper PPE so that our community partners can safely provide candy and drug free information too our children. We will be setting up a drive thru location on the property adjacent the Kingsville Law Enforcement Center for vehicles to drive thru and children will receive their treats.

**Financial Impact:**

This donation will increase the amount expended on supplies by \$250 to be provided to the children attending said function.

**Recommendation:**

We respectfully request that this donation be approved to be expended for the purpose of the purchase of supplies and that an associated budget amendment be approved as well.





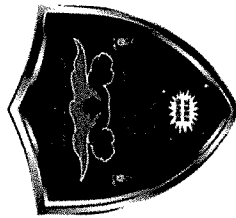
# Happy

## Kingsville Police Department

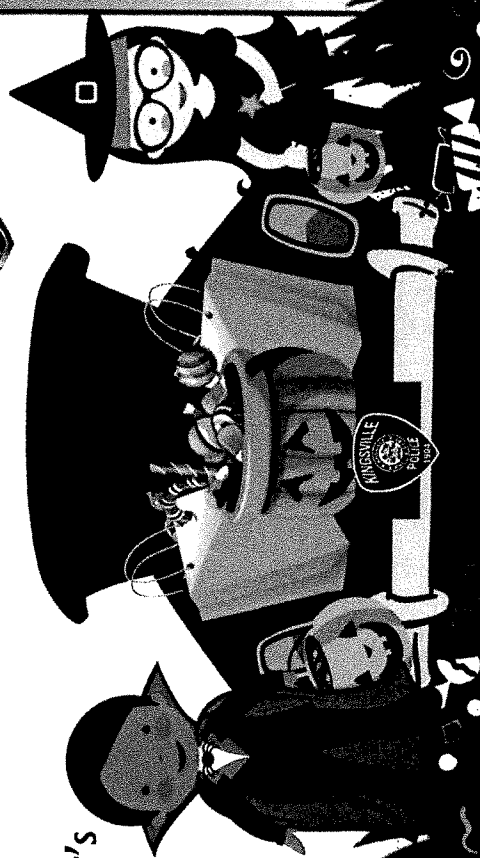
### 2nd Annual

# Trunk or Treat

Friday, October 30, 2020  
5:30PM to 8:30 PM at the  
Kingsville Police Department



Due to the Coronavirus, this year's Trunk or Treat will be held as a drive-thru event. We ask that all attendees wear a mask and remain in their vehicles.



# TRUNK OR TREAT

TRICK  
TREAT

# **AGENDA ITEM #13**

**City of Kingsville  
Police Department**

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TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Ricardo Torres, Chief of Police

DATE: September 30, 2020

SUBJECT: Receipt of Donation from Texas Community Federal Credit Union

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**Summary:**

We are requesting the approval of the receipt of a \$250 donation from Texas Community Federal Credit Union to the Kingsville Police Department, Project "K.I.D.Z." Kingsville's Initiative for Drug Free Zones, for use during the "2<sup>nd</sup> Annual Trunk or Treat Event."

**Background:**

The children of our community should have a safe, drug free environment where they can enjoy Halloween. Due to the current coronavirus COVID-19 pandemic we have modified our event so that attendees can still dress up and enjoy the holiday. We have requested that attendees remain in their vehicles and wear proper PPE so that our community partners can safely provide candy and drug free information too our children. We will be setting up a drive thru location on the property adjacent the Kingsville Law Enforcement Center for vehicles to drive thru and children will receive their treats.

**Financial Impact:**

This donation will increase the amount expended on supplies by \$250 to be provided to the children attending said function.

**Recommendation:**

We respectfully request that this donation be approved to be expended for the purpose of the purchase of supplies and that an associated budget amendment be approved as well.



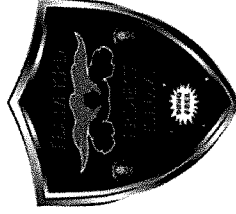
# Happy Halloween

## Kingsville Police Department

### 2nd Annual

# Trunk or Treat

Friday, October 30, 2020  
5:30PM to 8:30 PM at the  
Kingsville Police Department



Due to the Coronavirus, this year's Trunk or Treat will be held as a drive-thru event. We ask that all attendees wear a mask and remain in their vehicles.



# TRUNK OR TREAT



**ORDINANCE NO. 2020-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2020-2021 BUDGET TO ACCEPT AND EXPEND THE DONATION FROM TEXAS COMMUNITY FEDERAL CREDIT UNION FOR THE POLICE DEPARTMENT HALLOWEEN TRUNK OR TREAT EVENT.**

**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 2020-2021 budget be amended as follows:

CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 – General Fund					
<u>Revenues - 4</u>					
2102	Patrol	Patrol Donations	72030	\$250	
<u>Expenditures - 5</u>					
2102	Patrol	Supplies	21100	\$250	

[To amend the City of Kingsville FY 20-21 Budget to accept and expend the donation from Texas Community Federal Credit Union for the Police Department Halloween Trunk or Treat Event. Funds will come from the donation received.]

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 13th day of October, 2020.

**PASSED AND APPROVED** on this the 26th day of October, 2020.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

## **AGENDA ITEM #14**

**City of Kingsville**  
**Public Works, Wastewater Division**

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TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: William Donnell, Director of Public Works

DATE: October 2, 2020

SUBJECT: Utility Fund Capital Projects Wastewater South Treatment Plant

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**Summary:**

This item authorizes funding for effluent pipe and isolation valves replacement not completed during the previous fiscal year.

**Background:**

This project was delayed allowing for the completion of the clarifier replacement project. LNV Engineering prepared the drawings and bid documents but formal bids were not able to be received and opened until September 24, 2020 for the replacement of an effluent line and isolation valves. Since the project was not completed these funds washed to Utility Fund Capital Projects fund balance. The project is ready to be awarded once funding is re-appropriated. These repairs are needed to assist with maintaining TCEQ permit compliance.

**Financial Impact:**

This will re-appropriate Utility Fund Capital Projects 054 unreserved fund balance by \$115,428.00. Increase Utility Plant Capital Outlay account 054-5-7002-72100 by \$115,428.00.

**Recommendation:**

Staff is recommending approval of funds to continue the replacement of an effluent line and isolation valves.





**ORDINANCE NO. 2020-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2020-2021 BUDGET TO APPROPRIATE FUNDING FOR A CARRY OVER PROJECT FOR THE REPLACEMENT OF AN EFFLUENT LINE AND ISOLATION VALVES.**

**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 2020-2021 budget be amended as follows:

CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 054 – Utility Fund Capital Projects					
Expenditures - 5					
7002	WW South	Utility Plant	72100	\$115,428	

[To amend the City of Kingsville FY 20-21 Budget to appropriate funding for a carry-over project for the replacement of an effluent line and isolation valves. Funds will come from the unreserved fund balance of Fund 054.]

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 13th day of October, 2020.

**PASSED AND APPROVED** on this the 26th day of October, 2020.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# **AGENDA ITEM #15**

**ORDINANCE NO. 2020-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2020-2021 BUDGET TO APPROPRIATE FUNDING FOR THE CARRY-OVER TEXAS CDBG GRANT PROJECT #7219012 FOR SIDEWALK IMPROVEMENTS.**

**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 2020-2021 budget be amended as follows:

CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
<b>Fund 069 – TX CDBG Main Street Grant #7219012</b>					
<u>Revenues - 4</u>					
0000	Non-Dept	State Grant	72010	(\$250,000)	
0000	Non-Dept	Transfer From GF FD 001	75001	(\$32,549)	
<u>Expenditures - 5</u>					
1604	Main Street	Grounds & Perm Fixtures	59100	\$300,000	
1604	Main Street	Prof Svcs-Eng In-Kind	31400	\$23,714	
1604	Main Street	Prof Svcs-Admin In-Kind	31400	\$8,835	
<b>Fund 001 – General Fund</b>					
6900	Transfers	Transfer to Fund 069	80069	\$32,549	

[To amend the City of Kingsville FY 20-21 Budget to appropriate funding for the carry-over TX CDBG Grant #7219012 sidewalk improvement project. Funds will come partially from the state grant award along with the cash match transferred in FY 19-20 and in-kind services from General Fund. In-Kind services will come from the personnel budgets for Divisions 1604 and 8000.]

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 13th day of October 2020.

**PASSED AND APPROVED** on this the 26th day of October, 2020.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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