

City of Kingsville, Texas

AGENDA CITY COMMISSION MONDAY, SEPTEMBER 28, 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.

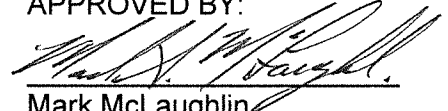
OPEN MEETING

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

MINUTES OF PREVIOUS MEETING(S)

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

APPROVED BY:


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).¹

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).

III. Reports from Commission & Staff.²

"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.³

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

V.

Consent Agenda

Notice to the Public

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being discussed separately unless requested by a Commission Member in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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

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

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

1. Motion to approve final passage of an ordinance amending 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.⁴

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).
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).
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).
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*).
7. Consider accepting donation from Walmart for Park's Department Healthy Families Program. (Parks Director).
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).
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).
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 12th Street to 11th Street. (City Engineer).

VII. Adjournment.

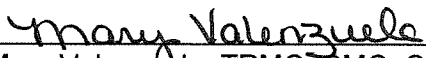
1. No person's comments shall exceed 5 minutes. Cannot be extended by Commission.
2. No person's comments shall exceed 5 minutes without permission of majority of Commission.
3. Comments are limited to 3 minutes per person. May be extended or permitted at other times in the meeting only with 5 affirmative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

September 24, 2020 at 3:00 P.M. and remained so posted continuously for at least 72 hours proceeding the schedule time of said meeting.



Mary Valenzuela, TRMC, CMC, 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)

AUGUST 17, 2020

A SPECIAL MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, AUGUST 17, 2020 IN THE HELEN KLEBERG GROVES COMMUNITY ROOM, 400 WEST KING AVENUE, KINGSVILLE, TEXAS AT 4:00 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
Janine Reyes, Tourism Director
Uchechukwu Echeozo, Director of Planning & Development Services
Deborah Balli, Finance Director
Charlie Sosa, Purchasing Manager
Juan Adame, Fire Chief
Bill Donnell, Public Works Director
David Solis, Risk Manager
Susan Ivy, Parks Manager
Emilio Garcia, Health Director
Diana Gonzales, Director of Human Resources
Rudy Mora, Engineer
Manny Salazar, Economic Development

I. Preliminary Proceedings.

OPEN MEETING

Mayor Fugate opened the meeting at 4:00 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)

None.

****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).¹

None.

III. Reports from Commission & Staff.²

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

Mrs. Courtney Alvarez, City Attorney commented that there are several budget workshops scheduled for the next couple of weeks. These dates are August 18th, August 24th, and August 25th with the possibility of having an additional workshop on August 26th.

IV. Public Comment on Agenda Items.³

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

V.

Consent Agenda

Notice to the Public

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

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

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

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

1. Motion to approve final passage of an ordinance amending the zoning ordinance by granting a special use permit for car wash use C2 (Retail District) at Ryan Carpenter Subdivision, Lot B, acres 1.6511, Kingsville, Texas near 2600 South Brahma Blvd., Kingsville, Texas, amending the comprehensive plan to account for any deviations from the existing comprehensive plan. (Director of Planning & Development Services).

2. Motion to approve final passage of an ordinance amending the FY 2019-2020 Budget to accept and expend donations from the Kleberg County Attorney's Specialized Crimes and Narcotics Task Force and the Kleberg County District Attorney's Office for Healthy Family Partner recreational programs. (Parks Director).

3. Motion to approve final passage of an ordinance amending the FY 2019-2020 Budget for water line supplies needed to maintain operations. (Public Works Director).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

4. Review and discuss proposed fiscal year 2020-2021 budget for departments of the City of Kingsville. (City Manager).

Mr. Mark McLaughlin, City Manager began the budget workshop by stating that staff is working on building the 20-21 Proposed Budget with no Ad Valorem Tax Rate Increase. No increase in any Utility Fees. There is a 1.5% COLA for all non-civil service employee. General Fund (GF) fund balance shall adhere to 25% requirement. There is \$125,000 placeholder in the budget for both Fire and Police CBA's. Budget prep concentrated on detailing revenues and expenditure trends. Department Supplemental approvals contingent on the budget preparation. FY 20-21 Proposed Budget is \$46,403,908.60, this is total expenditures with all funds combined. Total Proposed Budget is \$130,052.40 more compared to FY 19-20 total budget of \$46,533,961. New proposed tax rate of \$.85209, less than current tax rate of \$.85304 by \$.00095. Fund balance requirements are met at 25%. General Fund is \$438,241 above minimum requirements (includes \$300,000 cushion). Utility Fund - \$1,207,587 above minimum requirements (includes \$300,000 cushion) Utility Fund Revenues, proposed budget does not include any rate increases. Not deficit budgeted for fourth year since FY-11. Sales Tax and Ad Valorem revenues are budgeted to increase. Employees from Facilities Division 1805 will be recorded in Utility Fund (UF) 8020. General Fund (GF) will transfer 50% the costs to UF. This will allow us not to have to split employees in the payroll system. Public Works Admin will be recorded in GF 3000. All employees in this division will be recorded in UF and GF will transfer 50% of the costs to UF. Engineering Division will be recorded in UF 8000. All employees in this division will be recorded in UF and GF will transfer 50% of the costs to UF. Community Appearance changed to Code Compliance. Equipment Operator for Recycling moved to Sanitation due to the move of the recycling center. Equip Operators (2) moved back to Code Compliance from Facilities Division. All non-civil service positions have a 1.5% COLA budgeted. All non-civil service positions have been budgeted with a Longevity calculated at \$3/month per year, capped at 20 years. New certification pays include CDL licenses.

Proposed Tax Rate:

The tax rate is currently at \$.85304 and is being proposed at \$.85209. Effective Tax Rate is now called the No New Revenue Tax Rate (NNR) - \$.83198. Rollback Tax Rate is now called the Voter Approved Tax Rate (VATR) - \$.85210. SB2 lowers threshold between NNR and VATR from 8% to 3.5%. Tax Rate Scenarios – on a home valued at \$100,000. This year city taxes would be \$853.04 ($\$100,000/100 \times \$.85304$). Next year city taxes will be \$852.09 ($\$100,000/100 \times \$.85209$).

Supplemental Requests:

City Manager approved 76 of 155 supplemental requests received for the FY20-21 proposed budget.

Insurance Fund:

Mr. McLaughlin gave the presentation on the Insurance Fund. Fiscal year 19-20 original budget estimated a deficit of revenues over expenditures of \$544,301. Additional contribution of \$185,499 was added to shore up fund. Claims estimated at \$2,545,913, Admin & Fees proposed at \$956,448, Stop Loss Premiums estimated at \$564,658. Fund Balance for FY 18-19 ended up at \$1,003,16.28 due to stop loss reimbursements which are never budgeted. Proposed Budget estimates a deficit for revenues over expenditures of (\$153,828). Proposed Budget includes increases of 0-3% in Employee funding premiums and 25.2% in Employer funding. Includes additional contribution of \$200,706 to shore up the fund. Claims estimated at \$3,333,573 (9.7% increase), Admin & Fees are proposed at \$415,109 (6 % increase), Stop Loss Premiums are proposed at \$662,786 (17.4% increase). Fund Balance for FY 19-20 estimated at \$794,604.

Mr. McLaughlin commented that with the deficit of \$153,828, the city has two individuals that their stop loss alone for this year was \$250,000 each. He further stated that everybody in the city that is insured still has a stop loss cap of \$100,000. The two individuals have a stop loss that has increased to \$250,000. This means that the City is in for the first \$250,000 for either one of the two insured.

Commissioner Leubert asked what the city's stop loss was last year? Mrs. Diana Gonzales responded that it was \$100,000. Leubert then asked if the insurance can move those two individuals to a different stop loss amount? Mrs. Gonzales responded yes. Leubert asked how the insurance do this. Mrs. Gonzales responded that it is stop loss and not insurance coverage. Leubert further asked if the insurance company changed the city contract with the city not having a choice? Mr. McLaughlin responded yes, and the stop loss premium increase to \$662,000. Mrs. Gonzales commented that the \$662,000 is not contributed to a set number of individuals. It is contributed to several coding medical conditions. This means that everything that hits a certain code the list must be provided to the stop loss carrier. They use this information as and with the city's claim history they will come back with a dollar amount that they will cover.

Mrs. Gonzales continued the presentation for the Insurance Fund. For FY 20-21 plan changes recommended, no change to \$350 Family Monthly Deductible with 100% co-insurance. Alternative options were presented in June 2020; actual costs from August make all those June proposals unaffordable. Increase Employee funding premium rates from 0-3% depending on coverage type. Increase overall Employer funding rates by approximately 25.2%. The city is pending review on eliminating carve-out of generic prescriptions. Gonzales stated that staff is waiting for some final reports from Entrust to see if its more beneficial for the city to pay for prescription instead of doing the carve-out. Proposed funding plan options continue with same plan design, \$350 Family Monthly Deductible – 100% Co-insurance. For FY 20-21 Employee Funding Contribution Options: Option 1 no change in employee contributions; Option 2 1% added to employee contributions to maximum contribution of 10% of required funding; Option 3 2% added to employee contributions to maximum contribution of 10% of required funding; Option 4 – 10% employee contribution of required funding. Mrs. Gonzales went over the options that are available.

Mrs. Balli commented that what is in the budget, as at the time the budget was being created, what is in the budget currently is \$3,816,666 is the city's contribution, \$196,000 is additional funds from departments, and \$5,706 is interest earnings and the \$397,000

employee contributions. She further stated that now that there are different numbers and based on what the Commission does with the premiums will change going forward.

Commissioner Hinojosa commented that he feels that the Commission needs to have a separate agenda item at a future meeting so that all this can be explained as there are some changes that he would like to see. He further stated that last year this was brought as a separate agenda item, but this year it is being incorporated into the workshop.

Mayor Fugate commented that he is not interested in asking staff to do a separate supplemental, if anyone members of the Commission have questions, they need to get with the City Manager to get their answers.

Commissioner Hinojosa commented that this is not only up to him, its up to the Commission to have it as a separate line item.

Mrs. Alvarez commented that the Commission adopts the city's budget as a whole and not by separate line items.

Commissioner Leubert commented that this is a lot of information and staff may need to come back at a separate meeting. The information that is being presented now is different from that in June. She further commented that the Commission can approve the budget as a whole but can also decide not to approve certain items within the budget.

Mayor Fugate commented that as this is only a workshop and no action will be taken, we can come back to this at a future meeting prior to making a decision, but some of these questions being asked can be brought to the City Manager for further explanation.

Mrs. Gonzales continued with her presentation of the Insurance Fund. She stated that what is in the proposed budget now is for the city to contribute \$4.17 million dollars, which is already programmed in. One of the things that is an estimate, based on last year's numbers and with the new year's numbers is that it is projected that there will be \$393,000 contributed by the employees. This is anywhere from 7% to 10% of the cost of the plan. She further stated that if everything remains the same, right now we are looking at a negative \$3,000 plus paying both lasers which is the additional \$150,000, the plan would be negative \$153,000. With the current fund balance, it should be able to be absorbed without being an issue as there is \$700,000 in fund balance. If the employee contributes 1% of the premiums but no more than the 10% total plan cost, what would the numbers be. If the increase was 1% more to the employee, the city would be at negative \$149,000. Now the employees would be paying 89% to 91% cost of the plan. If the employee contributes 2% of the premiums to max of 10% of total costs, projected additional funds required to meet obligation would be \$133,000. The next option is where the employee pays 10% and the employer pays 90% of the premiums, the projected additional funds required to meet obligation would be negative \$122,000. What this means to employees is that for employee only it is an additional \$25.50; employee child additional \$28.00; employee spouse an additional \$1.00; and employee family an additional \$18.00. This gives it a more standardized distribution. Gonzales further stated that after giving all the options to the City Manager, Option 4 seemed to be of more interest because it is a flat 10% to the employee and flat 90% to the employer.

Commissioner Hinojosa requested for staff to provide him with some figures as to how staff arrived at \$3,860,000 as it is a consistent number that is used for these options.

Mrs. Gonzales commented that this is the employer's contribution. Commissioner Hinojosa commented that he is aware of what it is but would like to see the breakdown. He further commented that staff is telling him what it is, but he wants to see it as a breakdown individually.

Mr. McLaughlin explained that the salary worksheet that was given to the Commission, all those numbers add up to \$3,816,666.

Commissioner Hinojosa further stated that the actual cost is \$3.9 million dollars and would like a breakdown as to how staff arrived at this number.

Mrs. Gonzales commented that the city is funding \$4,017,000. The cost now is being projected at \$3,990,270 on the city but is funding \$4,017,000. Due to the new projected rates the employees would be contributing \$423,000 worth of this plan.

Commissioner Leubert asked if staff has a plan that they would recommend, one that will be best for both city and employees.

Mr. McLaughlin responded that option 4 is the plan that he recommends. This plan says that all employees are in for 10% of the premium and 100% of their insurance is covered. The city would be in for 90% of the premium which is half of the industry's standard.

Commissioner Leubert commented that the 10% will assist people to not go to the doctor unless they need to, but we don't want them to not go to the doctor if they need to. She further stated that this is a great insurance for both employees and city.

Mrs. Gonzales commented whether the city can continue this next year would depend on additional contributions as this is already incorporating the additional contributions from this current fiscal year plus the additional contributions for the upcoming fiscal year. Gonzales displayed the breakdown of administrative cost. The Stop Loss is at \$564,000 and it is being projected to be \$661,000 for the upcoming year. She further showed a breakdown of all other administrative fees.

Commissioner Hinojosa commented that this has not been finalized as for fiscal year 19-20 plan administration was \$16.00 and stayed the same for fiscal year 20-21, but the information that was provided in the last time had it going up to \$20.00 from \$16.00 and asked if this would remain at \$16.00.

Mrs. Gonzales responded that it will remain at \$16.00. The previous presentation made back in June; the number was italicized as it depended as to how many plans the city would be offering. She further stated that as the city decided to stick with one plan, the fee remains the same. Mrs. Gonzales continued with the presentation. She stated that the possible change would be the drug carveout. This is pending review to see if it is beneficial to go ahead a stop it.

Non-Department General Fund Revenues:

Non-Departmental revenues include rents, transfers in, sale of city property, publications, and open records, interest earnings and miscellaneous revenues. FY 19-20 Current Budget \$1,975,032.65; Estimated Revenues \$1,960,293.96; Proposed Revenues \$1,821,368.24. The decrease is due to lower amounts of transfers in and interest earnings.

City Commission:

Supplemental request approved for \$44,000 for the restoration and preservation of city records. As year 4 was unable to be completed in FY 19-20 due to COVID-19 shutdowns, it is being requested to roll year 4 with year 5, which is the end of the 5-year project. Another supplemental approved is an amount of \$2,800 for City Commission cell phones.

Commissioner Hinojosa asked why the Mayors travel budget shows \$6,000 and the rest of the Commission are only budgeted \$5,000. He further commented that one thing that needs to be looked into is training & travel. Due to the pandemic, training will be offered virtually.

Mr. McLaughlin commented that he budgeted for travel as if it was going to happen. It is easier to have the money budgeted in the case that travel is allowed.

Commissioner Leubert commented that the Mayor and Commissioners have always been budgeted the same amount for training and travel.

Mayor Fugate commented that he doesn't mind his budget amount for training and travel to be the same as the Commissioners.

City Manager's Office:

Stipend for the PIO duties were included in the budget. It was placed in this division due to no other General Fund division would be appropriate. This department took a 10% decrease within its core budget as all other departments.

City Special:

Supplemental request approved for \$24,000 for the 2020 General and Special Election to be held on November 3, 2020.

Commissioner Hinojosa asked if there has been a change in the open records request. He asked why the city is receiving more open records request and does an individual have to do an open records request for a police report.

Mrs. Alvarez commented that the citizens can make that request directly from the State.

Commissioner Hinojosa commented that the police report should be requested from the police department. He further asked if by law it is required for someone who wants a police report to request through an open records request.

Mrs. Alvarez responded that yes. She further stated that accident reports can be requested directly from the State or it can be requested from the department, but for the actual police reports, those go through the open records process.

Commissioner Lopez asked with regards to the election, how much will that be costing the city. Mrs. Valenzuela responded that at this time a total for the election cannot be determined at this time. With the use of private buildings and school buildings, we will be required to sanitize those buildings after the use on election day. The dollar amount is hard to determine at this time, as we don't know what we will be required as we get closer to the election date. This is only an estimate, but it should be less than what is being budgeted.

Commissioner Hinojosa asked that for account number 103.0-342.00, the credit card discount fees, in 2018 there was \$25,000 and 2019 there was \$45,000 and we are expected to pay \$17,000 but moving it to \$40,000. He asked for the rationale behind this.

Mr. McLaughlin responded that this is the amount that is paid to credit card companies when a citizen uses a credit card to pay for services. He further stated that this goes up and down but with the pandemic keeping everyone at home, he took both past years and estimated the number for the upcoming year.

Commissioner Hinojosa commented that he does not agree with the \$40,000 as it is too high.

Mrs. Balli commented that some of the cost were all in utility fund for previous years and what staff tried to do is split them out to where what is in fund 103.0 is general fund related and fund 051 is all from the utility side. She further stated that it used to be all in the utility fund side, but staff is trying to break it apart to see how much utility fund is and how much is general fund.

Commissioner Hinojosa commented that with this being done, the utility fund should have a lesser amount. Mrs. Balli responded yes, but on the utility fund side a lot of people are not making payments. Once customers get back on track and are not deferring their accounts, credit card fees will increase for next year.

Mayor Fugate recessed the meeting for dinner at 5:31 p.m.

Mayor Fugate reconvened the meeting at 5:53 p.m.

Human Resources:

This department made a reduction within its core budget as all other departments. This budget remains the same as last year.

Legal Department:

This department made a reduction within its core budget. There is a request for additional compensation for the City Attorney of \$5,000. There is a reduction in operations.

Commissioner Lopez asked if it is being requested for a salary increase. Mr. McLaughlin responded that as the Commission is over the three top executives....

Mayor Fugate asked that this not be discussed at this time and discuss it later.

Commissioner Hinojosa commented that there are a few other items that he would like to discuss under executive session at a future meeting.

Planning & Development Services:

Admin Division: This department made a reduction within its core budget.

Commissioner Hinojosa asked about the \$75,000 that is being budgeted, are these new buildings that are coming in and is this an average amount?

Mr. McLaughlin responded that citizens are seeking more building permits due to staff tagging more projects that are not permitted to being built.

Building Services: Department made a reduction in its core budget. A supplemental request for the Building Services was approved for \$200 for the purchase of dual monitor desktop and stand.

Code Compliance: Department made a reduction within its core budget.

Downtown Division: made a reduction within its core budget. This division has a supplemental request approved for an amount of \$672 for Constant Contract Subscription. TXCDBG Grant #7219192, the purpose of this grant is to provide infrastructure in the form of sidewalk activities in the Main Street area. Location is 7th street from Kleberg Avenue to Yoakum Avenue. Activities are to consist of: Approximately 580 linear feet of sidewalk consisting of stamped concrete, brick pavers and bulb-outs; 300 linear feet of curb and gutter; construction of 12 ADA compliant ramps; Pavement repair; 100 linear feet of concrete steps; 4 concrete curb inlets and drainage pipes, striping, signage; 3 lighting assemblies and all associated appurtenances. Total grant is for \$420,000. Fiscal year 19-20 \$70,000 with \$34,000 cash match and \$36,000 in in-kind engineering services. Fiscal year 20-21 \$350,000.

Economic Development Fund:

Proposed \$100,000 EDC revenue increase. EDC requested a revenue increase. EDC requested a revenue increase equal to a 1/8 portion of City Sales Tax, will Equates to approximately a \$423,000 revenue increase. City Manager proposes only a \$100,000 revenue increase. Funds the following: \$24,000 salary for a part-time employee to assist in economic development programs; \$20,000 for reconstruction of the antiquated EDC website. The new website will improve branding initiatives, marketing initiatives for local businesses and provide information to business prospects; \$16,000 for economic impact studies targeting commercial expansion; \$10,000 for continuation of the Retail Coach contract services \$5,000 for access to the sales tax database that allows for identification of trends in sales tax and business growth/decline \$5,000 for Small Business Workshops to provide resources to those looking to start or expand their businesses; \$10,000 for Small Business Development Grants to assist in the start-up costs for small business development or expansion. ; and \$10,000 for Site Development/Recruitment to allow for initial contact with potential prospects and network to establish relations with potential

clients and City of Kingsville site selection. Per the agreement initiated in 2015, the City includes the EDC Director in the compensation plan and contributes \$65,000 towards personnel related items for the EDC Director. The balance is paid by the EDC. The initial term of the contract was for two years beginning April 2015 to April 2017 with automatic renewals thereafter. The EDC office is no longer located at City Hall.

Finance Department:

No change in the organizational chart. Department reduced their budget by 10% from their core budget as all other departments.

Commissioner Hinojosa asked what is arbitrage. Mrs. Balli explained that every year HillTop Securities calculates the city's arbitrage and what it is when you have bond sales you can't make more interest on your bonds then what you sold them for. Further explanation took place regarding arbitrage.

Municipal Court: No change in the organizational chart. Department reduced their budget by 10% from their core budget as all other departments. For this department, this year and next year's projected numbers will not change by much. No supplementals for this department.

Facilities Maintenance: Two Equipment Operators were transferred back to Code Compliance. Employees payroll cost will be recorded in Utility Fund and General Fund will transfer to the Utility Fund 50% of the payroll costs.

Commissioner Hinojosa asked if some of the expenses belong to utility fund or general fund or both. Mr. McLaughlin responded that what the Purchasing Manager does comes from the general fund. Hinojosa further stated that some of the expenses will be coming from utility fund for some of the buildings. Mr. McLaughlin responded that this could happen for those that are split funded.

Commissioner Leubert asked how many employees the Purchasing Manager currently oversees.

Commissioner Hinojosa commented that he is looking a building and maintenance it shows wastewater, water construction, and water production and further asked if some of these departments belong under the utility fund.

Mr. Charlie Sosa, Purchasing Manager responded no, they are all under the general fund. Sosa further answered Commissioner Leubert's questions stating that he has one full-time employee...

Commissioner Hinojosa asked if wastewater is under the general fund. Mr. Sosa responded that they are all funded by the general fund.

Mrs. Balli commented that Mr. Sosa takes care of the cleaning of the buildings which is why we split fund the employees. She further stated that 50% of the payroll cost are in utility fund and 50% of payroll come from general fund.

Mr. Sosa continued by answering Leubert's question and stated that he has one full-time employee and five part-time employees. At this time, there is a COVID employee used for seasonal that is used for sanitizing city buildings and vehicles. The seasonal employee is being paid through the CARES Act.

Mr. McLaughlin stated that approved supplementals for this department, tire shop door repair \$2,000; concrete pad at the Recycle Center \$10,500; Dr. Pepper Building roof replacement \$40,000; and Police Department system replacement \$28,000. Under the utility fund, all departments were required to reduce their core budgets. Two equipment operators were transferred to Code Compliance. Employees payroll costs will be recorded in Utility Fund and General Fund will transfer to the Utility fund 50% of the payroll costs.

Mrs. Balli commented that the utility fund transfers over to the general fund \$1.35 million dollars which is used for maintenance that is done to some city buildings.

Commissioner Hinojosa commented that there is money going from the general fund into the utility fund and further commented that as the presentation of the budget goes along, he will be asking for a breakdown showing how staff came up with these numbers. Hinojosa further asked if staff could provide him with a breakdown showing how staff came up with \$1.35 million dollars.

Mrs. Balli responded that it is a 50/50 split. She further stated that there is no breakdown as how it is arrived at this amount. It is an amount that has always been transferred. The auditors look at this every year to make sure that this number is realistic and adequate.

Commissioner Hinojosa further asked what it is that the auditor looks at to make sure that the dollar amount is realistic. He further stated that there is \$316,000 coming from general fund into the utility fund and none of those cost is associated with the \$1.35 million dollars.

Mrs. Balli responded correct. She further stated that before it was physically dividing and charging 50% cost to 180.5 and 50% to 802.0 for facilities. She further stated that instead of continuing to split those employees in half in the payroll system, staff placed them all under the utility fund then general fund will transfer 50% of he cost.

Technology Services: reduction in core budget. This department lost a part-time employee and has not been replaced. Approved supplementals, software license for Shelter Pro \$2,700; Laserfiche license fee for Utility Billing \$2,880; and Laserfiche Connector to replace RatchetX \$3,771.

Commissioner Leubert asked if the part-time employee will be replaced? Mr. McLaughlin responded that it is unknown at this time. Leubert further asked if the part-time employee is needed? Mr. McLaughlin responded that he would need to meet with the IT Department and Mrs. Balli and see what the workload is like within the IT Department. Leubert asked if the city has backup for all city information and where is it saved.

Mr. Benson responded that in terms of backup, the city has software and storage array. The software takes snapshots of the city's data every hour. Once a day an incremental backup is done and once a week a full backup is done. This covers all city servers but does not cover the city's share drive.

Health Department:

In fiscal year 19-20, revenues began coming back to the City in March 2020. The estimate was \$12,869. In fiscal year 20-21, the Health Department will be 100% funded under the City of Kingsville. The operations of the Health Department will no longer be a split of 50-50 between the City and County. Effective October 1, 2020, the Health Department will be funded 100% by the City. Approved supplementals are \$1,500 for staff shirts and \$500 for vehicle decals.

VI. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 7:00 P.M.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, TRMC, CMC, City Secretary

AUGUST 18, 2020

A SPECIAL MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON TUESDAY, AUGUST 18, 2020 IN THE HELEN KLEBERG GROVES COMMUNITY ROOM, 400 WEST KING AVENUE, KINGSVILLE, TEXAS AT 4:00 P.M.

CITY COMMISSION PRESENT:

Edna Lopez, Mayor Pro-tem
Hector Hinojosa, Commissioner
Arturo Pecos, Commissioner
Dianne Leubert, Commissioner

CITY COMMISSION ABSENT:

Sam R. Fugate, Mayor

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
Janine Reyes, Tourism Director
Uchechukwu Echeozo, Director of Planning & Development Services
Deborah Balli, Finance Director
Charlie Sosa, Purchasing Manager
Juan Adame, Fire Chief
Bill Donnell, Public Works Director
David Solis, Risk Manager
Susan Ivy, Parks Manager
Emilio Garcia, Health Director
Diana Gonzales, Director of Human Resources
Rudy Mora, Engineer

I. Preliminary Proceedings.

OPEN MEETING

Mayor Fugate opened the meeting at 4:00 p.m. with four Commission members present. Mayor Fugate absent.

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)

None.

****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).¹

None.

III. Reports from Commission & Staff.²

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

Mrs. Alvarez stated that the next Commission meeting is scheduled for August 24, 2020 with a budget workshop to follow on August 25, 2020. She further stated that Collective Bargaining discussions with both Unions will continue this week.

IV. Public Comment on Agenda Items.³

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

No public comments made or received.

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)

None.

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

1. Review and discuss proposed fiscal year 2020-2021 budget for departments of the City of Kingsville. (City Manager).

Mr. McLaughlin continued the presentation of the budget for fiscal year 20-21.

Tourism Department:

The Tourism Department will no longer have the JK Northway Coliseum. The JK will be going back to the County as of October 1, 2020. The proposed budget for this department is \$563,075. Personnel for this department increased by \$8,686 due to COLA, anniversary, longevity, and health insurance increases. Operations is up \$17,469 of which the majority of this comes from a number of things that was added and one of those is advertising for \$43,800 for this year. This fund has a museum obligation which this year \$20,000 was budgeted. As per the interlocal agreement \$40,000 is to be budgeted but due to the COVID-19 pandemic a cap of \$20,000 was placed due the museum being closed.

Conner Museum:

Mr. Jonathan Plant, Director of John E. Conner Museum presented the museum's budget. COVID-19 and the resulting closure of Conner Museum to the public has caused the decrease of attendance. This decrease would have been higher had attendance not increases since the installation of the new permanent En Mi Familia Exhibit. Comparing the months of September through December 2018 and 2019, the Conner Museum saw a 15% increase in the number of daily visitors. From 2019 to 2020, the museum had an increase of 36% in the number of school children coming to the museum. Were it not for COVID-19, the museum would have experienced record attendance in fiscal year 2020. In addition to its permanent exhibits, the Conner Museum presented three temporary exhibits: Sign of the Times, Journey to Elsieland, and Celebration of Quilts 2020. Allocations from City Hotel Tax continue to pay 30% of the Museum Director's salary. This reflects the 30% of the Museum's Director's time as associated directly with events that support tourism. The Conner Museum participated in the Ranch Hand Festival Downtown in 2019. It also participated in the virtual fourth of July parade, for which the entry received the Mayor's Award. Mr. Plant further stated that the museum will continue to participate annually in community events and activities as appropriate staff and budget permitting. The museum also presented the Coastal Bend Regional History Day on February 15, 2019 where there were 31 students and their families representing school districts from Brooks, Jim Wells, and Kleberg Counties. Funding for this program came from a grant from the Coastal Bend Community Foundation. Future plans, University Administration have not yet determined when the Conner Museum will open to the public. They will continue to monitor the COVID-19 situation then make a decision at a later time. Due to Governor Abbot's moratorium on hands-on exhibits, 40% of the museum must remain off-limits to visitors, even after reopening. Mr. Plant stated that with the abeyance of the museum's public dimension, the Director of the Conner Museum has been focusing his time and energies on improving records, storage, and access for the Museum's 95-year collection of local history artifacts. He further stated that they will continue to look at ways to promote the museum and local tourism as circumstances permit. Mr. Plant went on to report on the museum's quarterly reports. Year-to-date, the conner Museum's total revenue for the 1st quarter is \$43,646.46. Salary and benefits are at \$33,587.75 with exhibits fees, supplies, and other miscellaneous

expenses at \$12,956.95. Expenses for food, receptions, events and outreach were \$5,264.83. Total operating expenses as of August 14, 2020 are at \$51,818.53. Residual funding for future events for fiscal year 2019 were \$69,242.07 with net fiscal year funding as of August 14, 2020 at \$8,172.07. Current funding available for future events is \$61,070.00. Revenues actual balance as of August 18, 2020 is \$61,070.00 Estimated HOT Revenue allocation for fiscal year 20-21 is \$20,000, for a total of \$81,070.00. Expenses are as followed: salary benefits for Museum Director administrative costs associated directly with events supporting tourism \$15,102.48; exhibit fees, supplies, miscellaneous expenses of \$15,000; promotional expense \$30,000; food, receptions, events, and outreach \$4,000. Total estimated budget for fiscal year 20-21 is \$64,102.48 with a net fiscal year balance as of August 2021 of \$16,967.52.

Commissioner Hinojosa asked if the museum has \$57,000 in the bank at this time? Mr. Plant responded that the total is about \$61,000. Hinojosa further asked that the information that has been provided to the Commission, was it generated by an accounting system? Mr. Plant responded that this is produced by the Finance Department of Texas A&M University-Kingsville. Plant further stated that he tries to leave a healthy balance and tries not to spend all the funds. He also stated that this leaves him with a very low budget within this account.

Mayor Pro-tem Lopez asked about the Camp Conner Program. Mr. Plant responded that this program may not be returning, but there are other programs that will be offered.

Mr. McLaughlin asked that on the year-to-date information provided, salaries and benefits is at \$33,587.75 year-to-date, but in next years budget it is being projected at \$15,102. Mr. Plant responded that this is because they no longer have an Educator. This individual retired back in December and at this time the department is not adding any new staff. Mr. McLaughlin further asked that as for the promotional expense of \$30,000, how will this money be used. Mr. Plant responded that he has no idea at this time. In the plan it was used to broadcast in the Corpus Christi area but that would only bring daily visitors and not overnight visitors. His plan is to target the Valley area. Mr. McLaughlin commented that this presentation only addresses the HOT funds but in the interlocal agreement it states that the entire museum budget is to be presented to the city and further asked if there is a way that Mr. Plant can provide its entire budget to the City. Mr. Plant responded that he would provide the entire budget to the City in the next week or so.

Mr. McLaughlin continued with the Tourism Department budget. He mentioned that one thing that will be changing this upcoming year is the venue tax. This tax will be collected in October 2020. Existing hotel occupancy tax is at 13% which is split 6% for State and 7% for City. Venue tax of 2% was voted and approved by the voters of the City. Total for new HOT tax will be 15%, which is consistent with total HOT of Corpus Christi market. Mr. McLaughlin further stated that staff is working with the County for Commission approval of the Venue Tax project at the JK Northway. Engineering performing cost analysis on five project areas: livestock barn attached to JK Northway; parking lot(s); bleachers; restrooms remodeled; and JK Air Conditioner.

Commissioner Leubert asked of the five projects mentioned it was her understanding that at the last meeting where County Judge Madrid presented to the Commission, she understood that the County was including the parking lots, bleachers, air conditioner and restrooms.

Mr. McLaughlin responded that he doesn't believe it includes those items. The EDA Grant is for building an Emergency Operation Center, which is a building that will be attached to the side of JK Northway which will add additional square footage to the existing building.

Commissioner Leubert commented that she would like to see that presentation again as she understood they would do the parking lots, bleachers, air conditioner and restrooms.

Commissioner Hinojosa commented that it would be a good idea to revisit the plan for the JK Northway.

Parks & Recreation Department:

Mr. McLaughlin reported that this department is fully staffed. Park related funds are general fund, park maintenance fund, TX Parks & Wildlife Grant, and Golf Course Capital Maintenance Fund. Parks revenue is \$584,900, which is slightly down due to pools and recreation hall being closed.

Commissioner Hinojosa asked if the County had reduced their contribution by \$85,000.

Mr. McLaughlin responded yes which was part of the JK split. He further stated that there is an increase in personnel of \$15,314 which include COLA, anniversary, longevity, health insurance and overtime increases. In the operations side expenditures were reduced by \$1,300. Two supplementals were approved, storage & key cabinet for \$300 and National Park & Rec Association for \$450.

Park Maintenance, supplementals approved: dirt for ball fields for \$1,500; Supplies for the new Dog Park for \$500; new surface for playgrounds and pool for \$10,000; posts and cables for Dick Kleberg Park for \$14,574; iron tubing and supplies for \$1,000; and part-time maintenance worker increased from 19 hours to 29 hours per week.

Park recreational/seasonal: Commissioner Leubert asked if the fees from the softball leagues will be paying for itself. Mrs. Susan Ivy, Parks Director responded that the Youth League has a division which is strictly the Youth League that was started this past year. The fees collected will help pay for the league itself.

Park Softball League: Revenues were high at the beginning but due to COVID-19 some funds were needed to be refunded. Some have received refunds and others have opted to leave the funds there for the upcoming year. This fund will only pay for its own expenses through the fees collected.

Mr. McLaughlin reported that for the park maintenance revenues \$25,000 is a transfer from general fund. This fund was setup to set aside funding for projects related to the Park System. The proposed budget includes the annual transfer from general fund. Park maintenance expenditures, \$13,304 for a John Deere Mower; \$10,000 for playground installation at Corral Park; and \$25,000 for Dick Kleberg Park Trail Development.

Golf Course: Proposed budget for fiscal year 20-21 is \$314,750. During the closure of three weeks that came from COVID-19, fairway maintenance was done. Maintenance continues to be done at the Golf Course. In this budget there was one supplemental for a John Deere Backhoe for \$34,000 which will be funded through Capital Lease through a transfer from fund 026.

Commissioner Hinojosa commented that he would like for staff to look into increasing the golf cart fees. A comparison of other golf courses would need to be done in order to see what other are charging.

Commissioner Leubert commented that she would like for the play fees to also be looked into as well.

Commissioner Leubert asked how much funding is needed to shore up this account. Mr. McLaughlin commented that staff has study from the USGA that was given to the City 10 years ago which talks about how much funding is needed for a golf course and the amount that was recommended, the city is \$11,000 higher than the recommended amount. The city is following the USGA Guidance as to where the money needs to be placed and in what efforts. McLaughlin what needs to be done to get this project completed is to work on the greens.

Commissioner Leubert further asked how much revenue has the golf course brought in and how much money has the city put into the golf course this year. Mr. McLaughlin responded that he would need to work on that in order to get those numbers for her.

Commissioner Hinojosa commented that the expected annual revenues is \$281,000 with maintenance at \$421,000.

Mr. McLaughlin continued with the presentation. He stated that for the expense side on the Golf Course Maintenance fund personnel cost increased due to all increases for other departments. There is a saving in the overall supply's category of \$10,417. There is a savings in services category of \$28,189.

Golf Pro Shop received a new part-time employee. Personnel increases due to COLA, anniversary, longevity and health insurance increases.

Golf Course Maintenance: The agreement with the County requires 3% of golf revenues to be set aside annually. The proposed budget sets aside \$9,839. The proposed budget includes a transfer of \$5,411 for the capital lease payment of a backhoe. The estimated fiscal year 20-21 ending fund balance is \$7,708.67.

Police Department:

Total budget is \$6.4 million dollars which is divided up by various divisions in this department.

Police Administration Division:

Revenues for this division is \$15,200 mainly in arrest fees. The expenses for personnel increased \$53,200 which include anniversary, longevity and health insurance increases. The one item that is not included is the COLA increase due to collective bargaining meetings taking place. Supplementals approved are Administrative Assistant change in title and pay to Administrative Coordinator, and part-time Audio Video Technician to full-time Help Desk Technician. This division's budget ends up at \$459,861.

Patrol Division:

Purchase of four vehicles which will cost around \$60,000 for each outfitted vehicle. The total cost for these four vehicles is \$240,000. This will be funded by a 7-year capital lease at a total cost of \$240,000. Not all \$240,000 will need to be paid upfront as it will be under a lease purchase. The payment will be around \$55,000 per year to pay this off. Personnel cost increased by \$160,000 which is pre-collective bargaining agreement final numbers. This will change a bit once the final numbers are received. In this division there was a \$54,000 for a retirement payout for all extra leave the retiree had accrued. The net in operations has a decrease of \$1,200 and Capital Outlay is less than what it was in 2019.

Chief Torres that just in manpower alone he would like to thank HR Director, as it has been a challenging year due to the turnover, there are eight employees short; four of them are at Del Mar; one in Harlingen; two in training and one that is fixing to retire. This has severely impacted operations. Things need to be evaluated on what is necessary that need to be

continued and some of the things that are expected from a small city can not be done at this time due to COVID-19.

Commissioner Hinojosa asked that those that are in training, is the city paying for their training? Chief Torres responded yes as they are civil service. Hinojosa further asked if there were any vacancies in the department. Chief Torres responded that all vacancies are filled.

Mr. McLaughlin commented although all vacancies are filled, they do anticipate the need for three more academy spots for next year.

Mayor Pro-Tem Lopez recessed the meeting for a dinner break at 5:22 p.m.

Mayor Pro-Tem Lopez reconvened the meeting at 5:48 p.m.

Communications Division:

Increase in personnel for increases for COLA, anniversary, longevity, health insurance increases. In order to offset some of these costs, operations were decreased by \$14,225. One of the largest decreases was in professional services which has to do with psych evaluations and E-force renewals.

Mayor Pro-tem Lopez asked if all positions were filled in this division. Mr. McLaughlin responded that there is one opening within this division.

Investigation Division:

Approved supplementals are as followed: new part-time Evidence Clerk; alcohol blood test kit; additional supplies; additional uniforms, vest carriers & alterations; miscellaneous tools and equipment; and Office Jet 200 Portable Printer x 2 & DVD Player. Increase in personnel of \$87,000 for the new part-time Evidence clerk and COLA, anniversary, longevity, health insurance increases. Total operational savings for this division is \$20,144. The total changes for the criminal investigation is a net increase of \$66,000 over last years budget.

Community Service:

No revenues from this division. Personnel changes is in the health care. Decrease in operations of \$4,000 comes in utilities. Net change for this division is \$797 from last years budget.

Commissioner Hinojosa asked if this position is filled. Chief Torres responded that he has a training officer in this position but due to all other shortages that his department has had, he will eventually begin assigning others to that position.

Warrants Enforcement:

Increase in personnel due to COLA, anniversary, longevity, health insurance increases. There was savings in supplies. Vehicle maintenance was lowered based on the vehicle age and how much maintenance has already been done. The net increase over current year budget is \$37,097. During COVID-19, the Warrant Officer was placed at the testing site as warrants were not being served.

The overall net change in the Police Department, total budget comes to \$6.275 million dollars.

Chapter 59 Fund:

This fund gives \$25,000 in charitable donations to Boys & Girls Club; Boys Scouts of America; Communities in Schools; Palmer Drug Abuse Program (PDAP); and Kingsville Boxing Club.

Chief Torres commented that there is an additional \$145,000 for maintenance contracts and other technology that the police department has funded over the years and continue to fund.

Fire Department:

Current year revenues the original budget was \$617,000 which has been amended to \$630,000 and for next year it is being programmed \$750,000 in revenues. The biggest change is going to be ambulance service.

Commissioner Hinojosa asked if the Fire Department is fully staffed? Mr. McLaughlin responded that the Fire Department is down one position, which is being advertised at this time.

Mayor Pro-tem Lopez commented that a few years ago there was discussion about adding an additional firefighter per year and asked if this was taken into consideration at this time.

Mr. McLaughlin responded that he was not made aware of this discussion. This was prior to him being appointed City Manager. He further stated that he will look into this with the Fire Chief as it most likely plays into the analysis. He further stated that he has asked the Fire Chief that for the next year staff will need to start identifying the long lead items for our response times as there will be growth to the southside of Kingsville. Response times to the south end of town are getting longer and longer with more traffic on the roads. He further state that he would like for the Fire Chief to look into the four to five-year plan if we should have to add the third fire station and where it will be located and how will it be funded.

Mayor Pro-tem Lopez commented that this is in the Master Plan. She also commented that as Kingsville is growing to the south end the city needs to start looking into building a fire station.

Supplementals approved for the Fire Department include Command 1010 Vehicle funded through 7-year capital lease \$77,515 and Paramedic Course \$1,958. Personnel increase includes COLA, anniversary, longevity, health insurance increases. Professional services numbers came down from the original budget.

Mrs. Balli commented that the ambulance supplemental program that revenues is received on the city has to pay 13% fees for any money received on the supplemental program. Because the city hasn't applied or received an award for next year the city wouldn't have those fee because it is based on much was received from the program. Once the city is notified that the city will be receiving an award then staff would need to put some money in for the 13% that the city is obligated to pay for those funds.

Commissioner Hinojosa asked if these would be paid out of ambulance billing. Mrs. Balli commented that it would be paid out of the revenues received from the program.

Commissioner Leubert asked for the command vehicle that is \$77,000, what kind of command vehicle is it. Mr. McLaughlin responded that they are typically like a three-quarter ton pickup truck but the Fire Chief is going with a Chevy Suburban that will have a tremendous communication system installed plus all other gadgets required. Leubert asked what size engine is this vehicle. Mr. Sosa responded he believes it is a 6.2 engine.

Volunteer Fire:

No revenues from this department. Expenses, the biggest change is retirement decrease of \$2,900. Supplies was reduced \$3,500 and motor gas and oil reduced \$330. Services category there is a reduction of \$6,559 which breakdown to postage and freight reduced by \$100; training & travel reduced \$1,500; memberships & dues reduced \$231; and utilities reduced \$898.

Vehicle Replacement Fire – Fund 097:

Mr. McLaughlin stated that there is a fund balance for the vehicle replacement. There are enough funds to cover the command vehicle out of fund 097. Because this is a great fund, a fund similar to this was started for Public Works and the Police Department.

Compensation & Benefits:

Mrs. Diana Gonzales, Human Resources Director displayed slides of the compensation & benefits plan. The first slide is starting with a five-year plan beginning with 2016-2017. This was originally a three to four-year plan and was expanded to a five-year plan. Year four and five have no changes, but this is just a history of what the city has been able to do in trying to bring some of the positions up which is based on the paper study that was done in 2016. The next slide shows changes which include year five. Year five is already programmed in the proposed budget for FY 20-21. Non-exempt and exempt COLA for year five proposed review at 1.5% for \$108,313 cost. Non-exempt and exempt longevity, currently it is \$2 per month per year service, it is projected to go to \$3 per month per year service for \$16,000 cost. Additional health insurance premiums, \$200,000 is added to the plan. Class changes including those that were done for classes 1, 2, & 3. In year five there are some class changes that are totaling about \$21,000. Compensation plan anniversary increases total to \$54,589. Non-civil service certification pay to be added for year five, CDL certification pay. There are about 48 individuals that currently have CDL's it is being proposed \$13.85 per pay period which comes out to \$360 per year. Collective bargaining commitments for both Fire and Police for this fiscal year is still pending.

Commissioner Hinojosa asked if the \$293,000 being proposed already included in the proposed budget. Mrs. Gonzales responded yes.

Mrs. Gonzales further stated that the total funds for compensation and benefits total \$418,000. Anniversary increase for this upcoming fiscal year affects 78 individuals for a cost of \$54,587. Proposed positions summary, full-time employees going from 282 to 275 full-time employees. Part-time going from 29 to 24 and temporary/seasonal employees 23 to 32. Total employees for the upcoming fiscal year 331 compared to 334 for FY 19-20. Some of the changes comes from the Library Department staff.

Commissioner Hinojosa asked if the Engineer's Assistant position will be open. Mrs. Gonzales responded no, there are already two Engineer's Assistant within that department and also have the Capital Improvements Manager within the department.

Compensation Plan:

Proposed changes/additions are as followed: 1.5 % COLA for Non-Exempt Non-Civil Service positions; Longevity increase from \$ 2 per month per year of service to \$3 per month capped at 25 years; Additional Certification for Commercial Driver's Licenses for non-exempt, non-civil service positions of \$ 13.85 per pay period (\$360 annually); Additional Health Plan Funding \$ 200,706; Police and Fire Collective Bargaining Agreements, Kingsville Law Enforcement Association is pending as well as the Kingsville Professional FF Association also pending.

Mrs. Gonzales commented that the compensation plan will be approved by ordinance at a future meeting. The compensation plan is made up of 17 classes. Class 1, Equipment Operator 1 and Equipment Service Worker moving from Class 1 to Class 3. Class 2, new

Evidence Clerk. Class 3, creation of Customer Service Representative II and Equipment Operator 1 and Equipment Service Worker that was moved from Class 1 to Class 3. Class 10, Administrative Coordinator which was discussed in the Police Department budget, the Administrative II will be reclassified as Administrative Coordinator. Class 11, renaming Community Appearance Inspectors to Code Compliance Inspectors, which has no monetary impact. Classes 12 through 17 have no proposed changes.

Mr. McLaughlin commented that the way the total employees are broken down through each class are as followed: Class 1 has 42 employees; Class 2 has 3 employees; Class 3 has 11 employees; Class 4 has 0 employees; Class 5 has 5 employees; Class 6 has 37 employees; Class 7 has 5 employees; Class 8 has 10 employees; Class 9 has 36 employees; Class 10 has 5 employees; Class 11 has 10 employees; Class 12 has 0 employees; Class 13 has 7 employees; Class 14 has 2 employees; Class 15 has 2 employees; Class 16 has 2 employees; and Class 17 has 1 employee. He stated that the city was having challenges when trying to hire those qualified Equipment Operators and in Class 1 they weren't coming with the right qualifications so it was making it challenging to fill those positions. He further stated that we raised our expectations and moved them to a different Class and included the CDL incentive of the certification pay.

Mrs. Gonzales stated that for the exempt schedule it includes the 1.5% COLA increase. In the title section of the schedule the Information Technology Manager was moved from Class 6 to Class 5. The move was made due to reaching its limit, but the move did not create any monetary change to that position. In Class 6 it adds Facilities to the Purchasing Manager as the Purchasing Manager is already conducting those duties.

Supplemental Renewal:

City provided Basic Life & AD&D insurance for full-time employees, no change for FY 21. Ameritas Dental no rate increases. Ameritas Vision no rate increase. National Group Benefits recommends continuation of existing employee products with Dearborn National, AFLAC and Cincinnati Life

VII. Adjournment.

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

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, TRMC, CMC, City Secretary

AUGUST 24, 2020

A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, AUGUST 24, 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
Derek Williams, IT
Ricardo Torres, Police Chief
Janine Reyes, Tourism Director
Uchechukwu Echeozo, Director of Planning & Development Services

STAFF PRESENT VIA CONFERENCE CALL OR VIDEOSTREAM

Bill Donnell, Public Works Director
Emilio Garcia, Health Director
Diana Gonzalez, Human Resources Director
Deborah Balli, Finance Director
Cynthia Martin, Downtown Manager
Alicia Tijerina, Special Events Coordinator
Susan Ivy, Parks & Recreation Director

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)

Regular Meeting – August 10, 2020

Motion made by Commissioner Pecos to approve the minutes of August 10, 2020 as presented, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Lopez, Hinojosa, Leubert, Pecos, Fugate voting “FOR”.

****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).¹**

1. **Public Hearing on an ordinance amending the zoning ordinance by granting a special use permit for an R2 Two-Family Use (duplex) in C1 Neighborhood Service District at 314 E. Ave B, Kingsville, Texas, also known as Colonia Mexicana, Block 15, Lot 26-28; amending the comprehensive plan to account for any deviations from the existing comprehensive plan. Victor Saenz (owner/applicant). (Director of Planning & Development Services).**

Mayor Fugate read and opened this public hearing at 5:01 P.M.

Mr. Uchechukwu Echeozo, Director of Planning & Development Services stated that the Planning and Zoning Commission met on August 19, 2020 where they voted 5-0 in approval of the special use permit.

Mayor Fugate asked if there were any complaints received. Mr. Uche responded that no complaints were received regarding this request.

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 5:07 P.M.

2. **Public Hearing on Main Street Grant application to the Texas Department of Agriculture as part of the Texas Community Development Block Grant Program. (Director of Planning & Development Services).**

Mayor Fugate read and opened this public hearing at 5:07 P.M.

Mr. Echeozo stated that this is for the development of sidewalks and lighting. Similar projects are already being done. This would extend the project for the targeted area between 4th Street and 5th Street. The plan is to conclude all of Kleberg Street from City Hall down to the Kleberg County Courthouse. The amount of the grant is \$500,000.

Commissioner Leubert asked if the grant requires a cash match. Mr. Echeozo responded that there is a minimum match is 3.5% which is \$17,500. With this there will be in-kind engineering services as well. Commissioner Leubert asked if the in-kind engineering services will be part of the \$17,500 match. Mr. Echeozo responded no, the in-kind is separate. Leubert further asked if this was a continuation from the grant that was received for the improvements downtown by Mrs. Cynthia Martin, previous Downtown Manager? Mr. Echeozo responded yes.

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 5:12 P.M.

3. Public Hearing on Planning and Capacity Building Grant application to the Texas Department of Agriculture as part of the Texas Community Development Block Grant Program. (Director of Planning & Development Services).

Mayor Fugate read and opened this public hearing at 5:12 P.M.

Mr. Echeozo stated that this is a TXCDBG grant. This is a grant that has not been applied for but will come in handy as staff is looking at preparing a Comprehensive Plan for the City. Money for this grant is not as much as for the Main Street Grant. This is for an amount of \$75,000 which would be used for carrying out the relevant studies and some professional services need in the plan preparation.

Commissioner Leubert asked if this grant requires a cash match. Mr. Echeozo responded that there is a cash match of 25% that is based on population size which amounts to around \$19,000.

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 5:03 P.M.

III. Reports from Commission & Staff.²

"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 crews are preparing for possible storm.

Mrs. Courtney Alvarez, City Attorney reported that there is a budget workshop scheduled for tomorrow, August 25, 2020. There is also a special meeting scheduled for August 31, 2020 and September 8, 2020. A regular meeting is scheduled for September 14, 2020. Alvarez further stated that negotiations with Police Department and Fire Department continue. The Police Department approved tentatively the proposal. Staff will continue to meet with the Fire Department Union on August 25th.

IV. **Public Comment on Agenda Items.³

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

No public comments made or received.

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)

None.

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

1. **Consider introduction of an ordinance amending the zoning ordinance by granting a special use permit for an R2 Two-Family Use (duplex) in C1 Neighborhood Service District at 314 E. Ave B, Kingsville, Texas, also known as Col. Mex., Block 15, Lot 26-28; amending the comprehensive plan to account for any deviations from the existing comprehensive plan. (Director of Planning & Development Services).**

Introduction item.

2. **Discuss and consider designating an engineering service provider for the 2020 Community Development-MIT Program application and project implementation administered through the Texas General Land Office and consider a resolution authorizing the selection of a professional service provider for the Community Development Block Grant-Mitigation (CDBG-MIT) Program funded through the Texas General Land Office (GLO). (RFQ#20-13). (City Engineer).**

Mr. Rudy Mora, Engineer stated that an RFP Bid #20-13 for Professional Engineering Services was advertised in the local newspaper and an email was sent to 10 Engineering Firms on July 30, 2020. The last day to receive RFQ's was August 14, 2020 at 3:00 p.m. Four RFQ's were received by the city, CivilCorp, International Consulting Engineers (ICE), LJA Engineering and LNV. All the companies that submitted RFQ's are located in Corpus Christi. The Selection Review Committee has three members as per General Land Office Grant requirements. The Committee consists of Commissioner Leubert, Mark McLaughlin, City Manager, and Rudy Mora, City Engineer. Based on the Engineer/Architect/Surveyor Rating Sheet reviewed by the Committee, the evaluated totals recommend designating International Consulting Engineers (ICE) as the Professional Engineering Services Provider. A Professional Engineering Services Contract will be negotiated and executed at a later date. The grant will provide 99% of the funds for Administration, Engineering, and Construction. The City is required to contribute a 1% cash match, plus pre-funding engineering services unless otherwise negotiated. It is staff's recommendation to approve International Consulting Engineers (ICE) as the Professional Engineering Services Provider.

Motion made by Commissioner Pecos to approve this item as per staff's recommendation, seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Hinojosa, Pecos, Lopez, Fugate voting "FOR". Leubert "ABSTAINED".

3. Discussion on health insurance plan options for FY20-21. (City Manager).

Mayor Fugate asked if the plan was to keep what the city had last year and only tweak the employee contribution amount. He further asked if the proposal from staff is that everyone goes to 10% and goes with Option 4 of the plan.

Mr. McLaughlin commented that Option 4 basically sets the premiums, the percentage paid between the employer and the employee for all four ways to get into the one plan. City employees will pay 10% of the premium with the City paying 90% of the premium. This will increase the cost to each individual which will be discussed in the next item (agenda item #4).

4. Discussion on compensation plan proposals for FY20-21. (City Manager).

Mr. McLaughlin stated that he would like to move those employees that are in the \$10 an hour range. With regards to splitting the insurance premiums, 10% paid by employee and 90% paid by city, for an individual who gets paid \$10.45 an hour plus 1.5% COLA increase equals to \$25.00 extra per month.

Mayor Fugate asked that for a new employee who is with the city for 6 months, don't they receive an increase after their probation period. Mrs. Gonzales responded that it is after a year that they receive a 3% increase.

Mr. McLaughlin further stated that with a COLA increase of 1.5% and the employee having to pay 10% of the insurance premium, the employee would be paying an extra \$25 per month out of pocket. McLaughlin stated that it is his recommendation to increase the COLA by an additional 1% and give a 2.5% COLA increase. This will add to the general fund about \$60,000 and on the utility fund and Tourism, split the last \$20,000. By doing this, that employee making \$10.45 an hour plus the 2.5% COLA equals to \$45.00 extra per month and with that they pay \$25.00 towards their premium but still making an additional \$20.00 a month. McLaughlin stated that this is something that the budget can afford and it will move us out of the \$10.00 range.

Commissioner Hinojosa that on the compensation plan Equipment Operator 1 and the Equipment Service Worker were moved to a different class. He asked how many of those employees were affected by making that move and was there a raise increase. Mrs. Gonzales responded yes there will be an increase as for the number of individual that it will affect, Equipment Operator 1 there are 3 employees, Equipment Service Worker has 1 position. Commissioner Hinojosa asked if the minimum wage does not increase, is there any way to move those employees that are within the class 1 through 4 can they be moved up to higher classes within the plan.

Mrs. Gonzales stated that at one point this had been done in the past when staff started eliminated the old schedule. Some positions were eliminated from the lower levels and moving those positions up. Gonzales further stated that she, at this time, does not have the cost if the city decided to make the minimum wage \$15 an hour. If those that were under \$15 were the only ones addressed or if there would be any other movement of classes as some of the lower ones are being moved to \$15. She further stated that this is a project should be looking into and getting some numbers in case it's an incremental increase.

Commissioner Leubert commented that she feels that the City is moving in the right direction when it comes to employees pay. She further stated that there are some employees that are well paid but for those making the lower wages, this would be a great help to them.

5. Executive Session: Pursuant to Section 551.074, of the Texas Open Meetings Act, the City Commission shall convene in executive session to deliberate the duties of the Tourism Director, City Manager, City Attorney, and Municipal Court Judge. (Mayor Fugate).

Mayor Fugate read and convened the meeting into closed session at 5:33 p.m.

Mayor Fugate reconvened the meeting into open session at 5:50 p.m.

VII. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 5:51 P.M.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, TRMC, CMC, City Secretary

AUGUST 25, 2020

A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON TUESDAY, AUGUST 25, 2020 IN THE HELEN KLEBERG GROVES COMMUNITY ROOM, 400 WEST KING AVENUE, KINGSVILLE, TEXAS AT 4:00 P.M.

CITY COMMISSION PRESENT:

Sam R. Fugate, Mayor
Hector Hinojosa, Commissioner
Arturo Pecos, Commissioner
Dianne Leubert, Commissioner
Edna Lopez, Commissioner (Arrives 4:05 p.m.)

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
Janine Reyes, Tourism Director
Uchechukwu Echeozo, Director of Planning & Development Services
Bill Donnell, Public Works Director
Emilio Garcia, Health Director
Diana Gonzalez, Human Resources Director
Deborah Balli, Finance Director
Susan Ivy, Parks & Recreation Director
Juan Adame, Fire Chief
David Solis, Risk Manager
Rudy Mora, Engineer

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)

None.

****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).¹

None.

III. Reports from Commission & Staff.²

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

Mr. Mark McLaughlin, City Manager gave an update on the hurricane.

Mrs. Courtney Alvarez, City Attorney reported that the next scheduled meeting will be on August 31, 2020.

Commissioner Leubert stated that she has received some calls regarding the opening of the Dog Park and asked for a timeframe for opening that park.

Mr. Charlie Sosa, Purchasing Manager responded that the Dog Park should be opened within the next four weeks.

IV. Public Comment on Agenda Items.³

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

No public comments made or received.

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 zoning ordinance by granting a special use permit for an R2 Two-Family Use (duplex) in C1 Neighborhood Service District at 314 E. Ave B, Kingsville, Texas, also known as Col. Mex., Block 15, Lot 26-28; amending the comprehensive plan to account for any deviations from the existing comprehensive plan. (Director of Planning & Development Services).

Motion made by Commissioner Pecos to approve the consent agenda as presented, seconded by Commissioner Hinojosa.

Commissioner Leubert stated that staff did not receive any complaints with regards to this duplex. Mrs. Alvarez commented that the Director of Planning & Development Services indicated that no complaints were received.

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

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

2. Review and discuss proposed fiscal year 2020-2021 budget for departments of the City of Kingsville. (City Manager).

Public Works Department:

Mr. Bill Donnell, Public Works Director presented the Public Works Department budget.

Solid Waste: Mr. McLaughlin stated that for this department, the proposed budget of \$3,425,500 it is expected to conclude the year with about \$100,000 below that. Year-to-date it should be around \$3.25 million dollars. He further stated that what is not accounted for is that we are short about \$200,000 in utility billing payments to the city that have not been paid due to COVID-19.

Commissioner Hinojosa asked that on the itemized listing, the Landfill was budgeted at \$360,000 and this year its going up to \$575,000, why the big increase this year?

Mr. McLaughlin responded that the number of customers that are using the landfill and paying for it. He further state that how the monies were being collected through the old supervisor and how it is being collected now, there is nothing missing now. Looking at the monthly activity report is where staff budgeted \$575,000 for next year, the landfill is on pace to finish at \$585,000 for the upcoming year.

Mr. Donnell commented that the windfarms located south have brought in some business to our landfill.

Commissioner Hinojosa further asked about the garbage fees. He stated that going along with the City Manager just mentioned, collect \$585,000 and dropping down to \$575,000 and on the other one it was budgeted \$2.8 million dollars in garbage fees and expected to collect \$2.6 million dollars, he asked for an explanation as to why this is done.

Mr. McLaughlin responded that if everyone would have paid their bills without COVID-19 it would be \$2.8 million dollars.

Commissioner Hinojosa commented that it was his understanding that staff was recording it under the accrual method and further stated that whenever the bill went out it was recorded. Hinojosa further commented that he was told it was when it was collected.

Mrs. Balli responded that when the bills go out is how it hits the revenues, then the collections of it hits the AR. What hits the revenues is what goes out.

Commissioner Hinojosa further asked if the city will be able to collect the \$2.8 million dollars? Mr. McLaughlin responded yes, because we have had a different kind of year that we are in with COVID-19, so staff budgeted at \$2.8 million dollars.

Recycle Center: Total personnel change of \$2,559 to the negative.

Commissioner Lopez asked if the Recycle Center has been moved to Public Works Warehouse? Mr. Donnell responded not at this time, but it will be moved.

Commissioner Leubert asked if this budget is still reflecting a 1.5% COLA. Mr. McLaughlin commented that it is, but the new COLA has already been programmed but the slides do not reflect it.

Sanitation Collection Division: Mr. Donnell stated that this is the Collections Division. There is a reduction in personnel expense.

Commissioner Hinojosa asked that when the comparison is being used, is staff using the original budget or the amended budget?

Mrs. Balli responded that the original budget is on the top of the presentation and the proposed is what staff submitted. This doesn't have any new changes that staff made throughout the discussions for the budget workshop. These are based on what was actually submitted for proposed budget.

Mr. Donnell displayed the line items with the reduction for the Sanitation Collection Division. Motor oil & gas is one of the largest reductions in this budget. Approved supplementals for this division are \$21,000 for front end replacement for one truck and \$11,000 tandem axle replacement for a second truck.

Landfill Division: Increase in personnel for COLA, longevity, health insurance, certification pay, fringe. Reductions were made in the line items to try and meet the 10% reduction.

Commissioner Leubert commented that there are almost \$11,000 that will not be needed for equipment rental. Mr. Donnell commented that they are budgeting around \$6,000 as they have been fortunate about being able to utilize other equipment.

Service Center Division: Small reductions were made to this budget to meet the 10% reduction. A supplemental request was approved for a pressure washer maintenance for \$2,000.

Administration Division: Mrs. Balli stated that in FY 19-20, this division was split funded with Utility Fund 50-50. In FY 20-21, all expenditures except for the personnel costs, supports Public Works administration 100%. All employees were transferred over to Utility Fund and General Fund transfers 50% of the personnel costs in an effort to not actually split the employees in the payroll system.

Garage Division: Same as other departments, increase in personnel for COLA, longevity, health insurance, certification pay, fringe. Supplemental request approved for an Air Compressor for an amount of \$4,200.

Streets Division: Same as other departments, increase in personnel for COLA, longevity, health insurance, certification pay, fringe. Supplemental request approved tandem engine rebuild for \$19,000 and vehicle seat repairs for \$3,000. Other supplemental request is Recycling Center parking lot for a total of \$30,676, and Skagg Mower for \$15,000.

Commissioner Lopez asked if all positions were filled within the Street Division. Mr. Donnell responded that this division has two openings at this time.

Solid Waste Capital Projects: Fiscal Year 20-21 proposed budget is \$1,501,750. Expenditures are as followed: Rollouts & Dumpsters - \$71,900, replacement of 96 gallons carts and 3 & 4 yard dumpsters; Vehicle Maintenance on Sanitation Vehicles - \$77,000; Capital Lease Principal - \$271,95; (1) Commercial and (2) Residential - \$40,406; Articulated Dump Truck - \$51,304 (principal & interest); New (3) Residential Garbage Trucks - \$147,868 (principal & interest) – do not have the breakdown yet; Capital Lease Interest - \$24,599; (1) Commercial and (2) Residential - \$13,701; Articulated Dump Truck - \$10,898. Capital Lease initial recordation - \$930,000. There is an offsetting revenue in 087-4-1702-59947 for the same amount resulting in a \$0 net effect. This is a book entry only. Expenditures continued with Alley Maintenance - \$50,000; Transfer to General Fund - \$68,309 for Capital Lease Payment JD Dozer.

Commissioner Lopez asked what staff meant by alley maintenance? Mr. Donnell responded that it is being used for street patching and for alley maintenance.

Mr. McLaughlin commented that the payback for the money that was taken out of the Landfill Closure fee for the new City Hall, we are on the 5th year of a 25-year payback, therefore keeping it on track.

Landfill Closure: Mrs. Balli commented that for fiscal year 20-21 it is proposing a budget of \$367,122. Professional services for \$200,000 is for the continuation of a permit amendment compliance requirements. Last year it was budgeted \$252,000 for replacement of wells and improve drainage. This is for further drainage improvements, monitoring wells background data, and entrance road relocation.

Commissioner Leubert asked where the entrance road will be located. Mr. Donnell responded that it will be shifted over to the east closer to the fence.

Street Fund: Mr. McLaughlin commented that overall revenues, after you run the \$5.00 per utility account, the city is on track to bring in \$802,000.

Mayor Fugate commented that this money is not meant to stay in the bank. It is to be used for city streets.

Mr. Donnell stated that \$1,200,000 is for paving and pothole projects; \$50,000 transfer to general fund for reimbursement for street crew for street maintenance; updated end of FY 20-21 estimated fund balance is \$510,319.

Utility Fund 051: Fiscal Year 20-21 proposed budget \$5,118,100. Water rate increase in the past years, FY 18-19 Commissioner approved at 2% increase in water; FY 19-20 Commission approved a 1% increase in water rates; and FY 20-21 the proposed budget does not include any change in water rates.

Mayor Fugate commented that the city has fallen behind in the past with regards to the plan and asked if the city was fallen behind again on the rate increases? Mr. Donnell responded that not at this time, but the city may not want to skip to many years. He further commented that if the city does the utility capital outlay plan the increases is what pays for that.

Commissioner Hinojosa asked if the city had a study done on water rates. Mayor Fugate responded that there is a study that was done. Hinojosa further commented that

he is not advocating for an increase in the rates but did.... Mayor Fugate commented that the approved increase in FY 18-19 and FY 19-20 were done based on a study. Commissioner Hinojosa commented that if it was not budgeted for FY 20-21 to have an increase, but then commented that the city may have to do another increase.

Commissioner Lopez asked if any rate increase was proposed for FY 20-21? Mr. Donnell response was no.

Mr. McLaughlin commented that the rate increases the Commission approved in FY 18-19 and FY 19-20 increased the utility fund balance. The utility fund balance is at \$3.15 million dollars in utility fund balance at the beginning of the year.

Public Works – Water Construction: Same as other departments, increase in personnel for COLA, longevity, health insurance, certification pay, fringe. Reduction of 10% was done in this budget. Approved supplementals requested are a new engine for \$34,250 and water line supplies \$35,000.

Commissioner Hinojosa commented that the increase from one year to the other is about \$300,000 difference. He further stated that this is one item he will be questioning as to why the big difference if the city will not be increasing its water rates.

Water Production: Same as other departments, increase in personnel for COLA, longevity, health insurance, certification pay, fringe. A 10% reduction was also taken from this budget. A permanent supplemental request was approved for a contract lease with South Texas Water Authority for \$10,000.

Ground Maintenance: Same as other departments, increase in personnel for COLA, longevity, health insurance, certification pay, fringe. In this department there is a minor increase for Motor Gas & Oil for an amount of \$500. Mr. McLaughlin stated that with the realignment of Code Compliance, this department received two additional mowers. Total operations increase for this division is \$3,976.

Utility Billing Division: Mrs. Balli presented this budget. Credit card fee revenues is budgeted at \$60,000. This is coming from some discount fees that the city is charging. Balli further stated that this is an offset to the expenditures that the city has for the credit card fees so this doesn't cover everything the city pays.

Commissioner Hinojosa commented that he is looking at the increase from \$24,000 to \$60,000 and would like to know why the large increase. Mrs. Balli was responding but then Commissioner Hinojosa asked that it be explained to him later.

Commissioner Lopez commented that she would like to know what the large increase. Mrs. Balli responded that it is increasing because last year when the city increased to the 2.75% the processors didn't get it done right away. It took the city a while to work with them to get it programmed into the system, so next year the city should be collecting more than what was collected this year.

Commissioner Hinojosa commented if staff would be able to show him rather than telling him? Mrs. Balli responded that in due time, she will be able to show the explanation.

Mrs. Balli continued with the budget presentation. She stated that for expenditures shows same as other departments, increase in personnel for COLA, longevity, health insurance, certification pay, fringe. Reclassification of 3 positions from CR 1 to CR 2. Operations had prior year supplementals that were removed that are no longer needed. Professional services, \$1,000 decrease in collection fees which is for Southwest Recovery on collections for the city utility accounts. She stated that they are not performing as well as the city would like them to be, therefore staff will be looking into a different company for the collections of utility accounts.

Meter Readers Division: Same as other departments, increase in personnel for COLA, longevity, health insurance, certification pay, fringe. Biggest change is an increase in health insurance of \$25,247. In operations there is the removal of a supplemental for water end points which was requested last year. Balli further commented that the city continues to have issues with these end points. There are two supplemental requests approved, one for meter boxes for \$7,000 and the other for modules & registers for \$19,092.

Public Works-Wastewater Division: Same as other departments, increase in personnel for COLA, longevity, health insurance, certification pay, fringe.

Mr. McLaughlin commented that on the revenues for this division, depending on how the rest of the billing cycle in August finishes and what is received in September we will be in a range of finishing the year near \$4.512 million dollars and we are budgeting \$4.225 million dollars in case we have a crazy month that hasn't been adjusted by the auditor. This division is doing very well and has the potential of having a higher revenue than what is being projected. McLaughlin further commented that year-to-date this division is at \$4.123 million dollars.

Mr. Donnell stated that with regards to engineer study's the largest increase in sewer rates was in FY 18-19 with an 18% increase in sewer rates. Fiscal year 19-20 had an 8% increase and for FY 20-21 the proposed budget does not include any change in sewer rate.

North Plant Division: Same as other departments, increase in personnel for COLA, longevity, health insurance, certification pay, fringe. Approved permanent supplemental for additional chemicals for an amount of \$17,172. Removed prior year supplemental for Engineering Services Permit Renewal approved permanent supplemental for aging infrastructure repairs.

Commissioner Leubert asked if the city was using UV Light? Mr. Donnell responded yes.

Mr. Donnell further reported on the North Plant budget. Approved a one time supplemental for the lift station roof to be replaced for an amount of \$11,265 and another request for aging infrastructure repairs.

South Plant (1MGD) Division: Same as other departments, increase in personnel for COLA, longevity, health insurance, certification pay, fringe. Reduction of permit renewal. Supplemental request approved for aging infrastructure repair supplemental request. A onetime supplemental request for a lift station blower and a Skagg Mower as the old one is 10 years old. Also, a permanent request for aging infrastructure repairs.

Sewer Construction Division: Same as other departments, increase in personnel for COLA, longevity, health insurance, certification pay, fringe. Increase in motor gas & oil. Removal of prior year supplemental of sewer cleaner which was used for clearing backed-up lines.

Mr. McLaughlin commented that the city has a deep wastewater line that is clay. It is located in a farm field that runs north and south between Santa Gertrudis and Corral. This line has collapsed in the past and is very difficult and will need to be replaced which has an estimate cost of \$1.9 million dollars.

Commissioner Leubert asked for the length of that wastewater line? Mr. Donnell responded that the line is 4,700 linear feet.

Engineering Division UF: Mr. Rudy Mora presented this budget. Positions within this department are filled for the exception of the GIS Technician position. All employees in Division 3000 and 8000 are budgeted in Division 8000 at 100%. General fund will

transfer to the Utility Fund 50% of the employee costs. The Capital Improvements Manager and Engineering Assistant has been moved from Division 8201 to Division 8000. The transfer from general fund will include payroll costs of these two employees. Other increases are same as other departments, increase in personnel for COLA, longevity, health insurance, certification pay, fringe.

Division 8020 Facilities: Two Equipment Operators were transferred back to Code Compliance. Employee payroll cost will be recorded in Utility Fund and General Fund will transfer to the Utility Fund 50% of the payroll costs.

UF Capital Projects: 10-year Capital & Maintenance Plan. Total estimated cost for 10-year capital needs is \$40 million dollars. This includes water, wastewater, water production. The source of funds is to be determined. Total estimated cost for 10-year maintenance needs is \$6 million dollars. Source of funds is Fund 54 via utility rate.

Mayor Fugate asked how old is the clay line? Mr. Donnell responded that it was built in the 1970's.

Mr. Mora explained the expenditures for this division. Water construction, less than \$588,000 for replacing water lines. Main focus to replace water lines are the old cast iron lines.

Mayor Fugate asked for the length of water line that will cost \$588,000. Mr. Mora responded that the cost per linear foot is about \$40.00. Mr. McLaughlin responded between 2 to 3 miles. Mayor Fugate further stated that in the past the city set aside \$300,000 per year for line replacement and at the end of the third year there was \$900,000 in the account and further asked if the city will be replacing some waterlines. Mr. Mora responded yes.

Commissioner Hinojosa commented that during reconstruction of streets, staff needs to make sure they are in good condition.

Mr. Mora continued with the presentation. Water Production, ground storage tank near Well #14 is budgeted \$125,000. The project will be done using in-house engineering services. Wastewater South Plant, \$87,563 for clarifier capital lease payment for principal & interest. The project will be done using in-house engineering services.

Stormwater Fund 55: Ordinance 2012-48 created a Stormwater Utility System to provide stormwater drainage service to collect and direct stormwater runoff for benefitted properties within the utility service area upon payment of SW Drainage Utility Fee. Existing fee of \$2.25 is being recommended to remain the same. Fiscal Year proposed budget for this fund is \$405,000. Expenditures, \$292,800 transfer for debt service payment. This would be for the CO Series 2014 which was a refunding for CO Series 2005. This was an original issue of \$9,040,000.

Mayor Fugate asked if this money was used to redo all concrete streets? Mr. Mora responded no.

CO Series 2011-066: Expenditures, \$154,000 for (2) 100 HP Pump in dry pit for Lift Station at 17th and Lee. Mr. Donnell stated that currently they have 100 horsepower pumps there with the line shaft, with motor being up higher and the sintripical pump is down low, it will be replaced and modernized with a submergible pump and motor and do away with the line shaft.

Drainage Fund 068: Certificate of Obligation Series 2013 Drainage Fund. Original CO 2013 was \$5.2 million dollars. Amount spent to date is \$3,346,800 for the following: 18th Street concrete repairs and improvements in 2013; W. Sage Road culverts and headwall and concrete streets phase IV in 2014; Lawndale, Alexander, Helen Marie, Alice, Annette, 1st, 16th, 21st, curb and gutter and E. Caesar drainage repair in 2015; 12th from Lee to Alice, Alice from 17th to 19th, N. Well from Henrietta to Yoakum and W.

Kenedy from 1st to 2nd, 4th from Richard to Alice, 2nd from King and Kleberg, 9th from Caesar to Ragland in 2016; Fire Station #1 pavement repair, Elizabeth Street curb and gutter, Kenedy Ave drainage project, Santa Gertrudis curb and gutter and City Master Drainage Plan Study in 2017; 2nd/Kleberg, 9th/Kleberg, Alarcon St. Miller Street curb and gutter and City Master Drainage Plan Study in 2018; Miller Street curb and gutter in 2019; curb repair from water and sewer lines repairs in 2020. Amount remaining in this fund is \$1,883,200. Expenditures for the \$1.9 million dollars: \$30,000 Grant Cash Match for the GLO CDBG-MIT- 1% cash match. There is \$809,200 for curb and gutter surface drainage projects at the following locations: Ragland Ave. between 9th & 13th; 19th Street between Kleberg & King; Huisache between Williams & Frances; Warren between 9th & 11th; Hoffman between 6th & 7th; May between King & Kenedy; and Kenedy between West and May.

Commissioner Lopez asked what staff means by May between King & Kenedy. Mr. Mora responded that this is the first street coming from the west side from King Ave., first city street to the north.

Saves Routes to Schools Grant Fund 100: No match required. Project is a reimbursable grant. Project will connect Jubilee Academy to Harvey Elementary School and add sidewalks, ADA ramps, street signs and crosswalks along Kenedy Ave. and Lott ave. between 14th Street and 20th Street. Revenues are a grant for \$880,198 for the following: construction cost for \$704,520; administrative cost \$105,678; and in-kind services (Engineering) for \$70,000. Expenditures are \$880,198 for Engineering in-kind services for \$70,000; sidewalks and ADA ramps for \$803,598; street signs for \$1,200; and crosswalks for \$5,400.

Capital Improvement Projects Proposed – TASA requires a 20% adjusted cash match, which could be \$30,000-\$40,000. SRTS does not require a match. Reimbursement of in-house Engineering Services. Both grants focus on Pedestrian Safety to School for grades K-8. Focus on Perez Elementary, Memorial Middle School and Harrell Elementary. Application process begins February 2021.

Mayor Fugate commented that the cash match doesn't bother him if the city can get a sidewalk from Memorial Middle School to King Ave. This is a project that is long overdue. He further commented that the more cash match that the city comes up, the greater chance for a grant to be awarded.

Commissioner Lopez commented that once Memorial School is done it will also benefit Harrell School. She further commented that she doesn't understand why we would do Perez Elementary as they are already having existing sidewalks and is ADA compliant.

Mayor Fugate also commented that Armstrong is another street that needs to be considered as there are some students from Memorial School that use that path to head home.

Mr. Mora continued with the presentation. Two Step Application process, Step 1 pre-application deadline April 2021, and if Step 1 pre-application is approved, Step 2 complete application deadline August 2021. Streets Maintenance list is as followed: Armstrong from Santa Gertrudis to Kenedy- Full Depth Constructed (contracted); Santa Gertrudis from Seale to Hwy 141 – Chip Seal ;6th from Corral to US 77 BUS – Chip Seal; 6th from US 77 BUS to Ailsie – Chip Seal; 1st from W. Ave. B to W. Ave. C – Chip Seal; 1st from W. Mesquite to W. Corral – Chip Seal; 3rd from W. Nettie to W. Ave. B – Chip Seal; W. Sage Rd from Armstrong east to pavement transition-Surface treat/Hot Mix Overlay; 3rd from Birchwood to Briarwood-Surface treat/Hot Mix Overlay. Total streets in linear feet is 17,283. Corral Ave/Santa Rosa Ph I Straighten Curve - Minor Arterial – Full Depth Construction; Corral Ave. Ph II from curve to Javelina Station – Minor Arterial – Full Depth Construction; Santa Rosa Ph III from curve to Santa Fe Dr. – Minor Arterial – Full Depth Construction. Corral/Santa Rosa in three phases is 4,278 linear feet and \$1,074,481.

Mayor Fugate recessed the meeting for a dinner break at 5:25 p.m.

Mayor Fugate reconvened the meeting at 5:48 p.m.

Mr. Mora continued with the street maintenance list. The following residential streets will receive chip and seal: Ave. I from Lantana to Armstrong; Lantana from Ave I to north end; Lantana from Lee to Wanda; Wanda from Lan Tana to 150' north; Lee from Wanda to Armstrong; 21st from Mildred to Nancy; 21st from Linden to Warren; 22nd from John to Louisiana; Calvin from 21st to east end; and Warren from 18th to Inez. Total linear feet proposed to be done 4,409.

Commissioner Hinojosa asked what is chip and seal. Mr. Mora explained that chip and seal consist of oil with a layer of rock on top which creates surface on top of existing surface that seals cracks.

Downtown Revitalization/Main Street Program Grant: Maximum grant amount is \$500,000 which the application is due by September 1st. A 3.5% cash match is requiring which is a total of \$17,500. Additional cash match contribution provides additional scoring points. In-kind engineering services provides additional scoring points. Proposed \$36,000 in in-kind services. Focus is on Kleberg Ave. between 4th and 5th Street as well as sidewalks, ramps, curbs and lighting improvements.

Mr. Mora further gave updates on drainage master plan. The City adopted the Drainage Master Plan in 2018. Approximate total cost \$82-\$93 million. Three funding options are currently being considered for FY 21. Funding Option 1: Step 1, Submitted Flood Infrastructure Fund Applications to TWBD in June 2020 (50% match). Step 2, pending Fall 2020 invitation to submit complete application. Funding Option 2: In process. Will submit CDBG-MIT application to GLO (1% Match). Application deadline Oct. 2020. Funding Option 3: Consider submitting BRIC application to FEMA (25% Match). Application deadline Jan. 2021. Staff recommended that the best option for the city would be funding Option 2. Mr. Mora continued with giving an update on TXDOT Projects. Business 77 (14th Street) Road Maintenance Improvements. Headwall and Drainage Improvements at Intersection of FM 1356 and FM 3320. Project in process and will be completed in early FY 21. I-69 (US 77 Bypass) South Expansion Construction to begin in early Fall 2020. The project will last approx. 3 1/2 to 4 years. City's Contractor is currently relocating City utility lines, 5 months to complete.

VII. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 6:17 P.M.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, TRMC, CMC, City Secretary

SEPTEMBER 14, 2020

A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, SEPTEMBER 14, 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
Derek Williams, IT
Ricardo Torres, Police Chief
Deborah Balli, Finance Director
Janine Reyes, Tourism Director
Susan Ivy, Parks & Recreation Director
Juan Adame, Fire Chief
Diana Gonzales, Human Resources Director
Bill Donnell, Public Works Director
Uchechukwu Echeozo, Director of Planning & Development Services
Rudy Mora, Engineer

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 – September 8, 2020

Motion made by Commissioner Pecos to approve the minutes of September 8, 2020 as presented, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Lopez, Hinojosa, Leubert, Pecos, Fugate voting "FOR".

****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).¹

1. Public hearing on a replat of Eddie Yaklin Development, 14.0 acres also known as 2501 S. Hwy 77, Kingsville, Texas. Bryan M. Burger, P.E, authorized agent, Thunderbird Real Estate II, LTD, owner. (Director of Planning & Development Services).

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.

Mr. Mark McLaughlin, City Manager commented that this is for a replat of 14.0 acres on 2501 S. Hwy 77. This is for a future Chick-fil-A that will be going in on the corner of General Cavazos and Hwy 77.

There being no further comments, Mayor Fugate closed this public hearing at 5:03 P.M.

III. Reports from Commission & Staff.²

"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. McLaughlin reported that staff has received a positive case for the COVID-19 within the Planning & Permitting Department. Services will be limited in this department until further notice.

Mrs. Alvarez reported that the next City Commission meeting is scheduled for September 28, 2020 with a deadline for staff to submit agenda items of September 18, 2020.

IV. Public Comment on Agenda Items.³

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

No public comments made or received.

V.

Consent Agenda

Notice to the Public

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

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

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

Motion made by Commissioner Pecos 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 the City of Kingsville Code of Ordinances Chapter V, Article 2, Sewers, providing for an increase in sewer rates. (City Manager).**
- 2. Motion to approve final passage of an ordinance amending the Fiscal Year 2019-2020 budget to accept and expend grant funds from the Assistance to Firefighters Grant Program for medical supplies. (COVID-19 Supplemental). (Fire Chief).**
- 3. Motion to approve final passage of an ordinance amending the Fiscal Year 2019-2020 budget to expend funds for emergency repairs at the golf course. (Parks Director).**
- 4. Motion to approve reappointment of Ricki Cunningham, Wayne Quandt, John Garza, and Albert Garcia to the Zoning Board of Adjustment for two-year terms each. (Director of Planning & Development Services).**

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

- 5. Consider final passage of an ordinance adopting the City Manager's budget, as amended, of the City of Kingsville, Texas, and appropriating funds for the fiscal year beginning October 01, 2020 and ending September 30, 2021 in the particulars hereinafter stated. (Finance Director).**

Motion made by Commissioner Leubert to approve the ordinance adopting the City Manager's budget, as amended, of the City of Kingsville, Texas, and appropriating funds for the fiscal year beginning October 01, 2020 and ending September 30, 2021 in the particulars hereinafter stated, seconded by

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

6. Consider ratifying the property tax increase reflected in the 2020-2021 Annual Budget of the City of Kingsville. (Finance Director).

Motion made by Commissioner Pecos to approve ratifying the property tax increase reflected in the 2020-2021 Annual Budget of the City of Kingsville, seconded by Commissioner Leubert. The motion was passed and approved by the following vote: Pecos, Lopez, Hinojosa, Leubert, Fugate voting "FOR".

7. Consider final passage of an ordinance establishing and adopting the ad valorem tax rate for all taxable property within the City of Kingsville, Texas for fiscal year beginning October 01, 2020 and ending September 30, 2021, distributing the tax levy among the various funds, and providing for a lien on real and personal property to secure the payment of taxes assessed. (Finance Director).

Motion made by Commissioner Pecos, I move that the property tax rate be increased by the adoption of a tax rate of \$0.85208, which is effectively a 2.42 percent increase in the tax rate", seconded by Commissioner Leubert. The motion was passed and approved by the following vote: Lopez, Hinojosa, Leubert, Pecos, Fugate voting "FOR".

8. Consider a replat of Eddie Yaklin Development, 14.0 acres also known as 2501 S. Hwy 77, Kingsville, Texas. (Director of Planning & Development Services).

Mayor Fugate commented that this is an important project for Kingsville.

Motion made by Commissioner Pecos to approve the replat of Eddie Yaklin Development, 14.0 acres also known as 2501 S. Hwy 77, Kingsville, Texas, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Hinojosa, Leubert, Pecos, Lopez, Fugate voting "FOR".

9. Consider final passage of an ordinance amending the City of Kingsville Code of Ordinances by amending Chapter III, Article 7, Personnel Policies. (Human Resource Director).

Motion made by Commissioner Leubert to approve ordinance amending the City of Kingsville Code of Ordinances by amending Chapter III, Article 7, Personnel Policies, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Leubert, Pecos, Lopez, Hinojosa, Fugate voting "FOR".

10. Consider authorizing award of the bid for the installation of shade and surfacing at two playground units (at Dick Kleberg Park) to Park and Play Structures of San Antonio, Texas via BuyBoard, as per staff recommendation, for Texas Parks and Wildlife Grant. (Parks Director).

Mrs. Susan Ivy, Parks & Recreation Director reported that this item is to approve a contract bid from Park and Play Structures for the installation of shade structures and poured in place rubber surfacing at two playgrounds units in Dick Kleberg Park.

Motion made by Commissioner Pecos to authorize award of the bid for the installation of shade and surfacing at two playground units (at Dick Kleberg Park) to Park and Play Structures of San Antonio, Texas via BuyBoard, as per staff recommendation, for Texas Parks and Wildlife Grant, seconded by Commissioner Leubert. The motion was passed and approved by the following vote: Pecos, Lopez, Hinojosa, Leubert, Fugate voting "FOR".

- 11. Consider introduction of an ordinance amending Chapter IV-General Regulations, Article 8-Parks & Recreation, providing for revised cart fees for the L.E. Ramey Golf Course. (Parks Director).**

Introduction item.

- 12. Consider introduction of an ordinance amending the Fiscal Year 2019-2020 budget to cover deficit accounts. (Finance Director).**

Commissioner Hinojosa asked what is non-anticipated expense in debt service, utility fund debt 12? Mrs. Balli responded that additional fees in the refunding of 2011 Series.

Introduction item.

- 13. Consider a resolution authorizing Change Order #1 under the Standard Form of Agreement between the Contractor on the Basis of a Stipulated Price for US 77 Overpass Utilities Relocation Project. (City Engineer).**

Mr. Rudy Mora, Engineer stated that the City's wastewater force main and waterline along US 77 needed to be relocated due to the widening of the State's ROW. The project has a south tributary that connects to Escondido Creek north of it. The 12" waterline (WL) "Line C" crosses an intermittent stream south of the South Creek Subdivision. Since the water line is designed under the low water crossing, it is required to be placed in a casing with 1 gate valve (2 total) on either side of the crossing, as per TCEQ regulations. The 6" wastewater force main "Line D" crosses the same intermittent stream and is required to be installed within a casing. The force main (FM) will also require an air release valve (ARV) to be installed at the high point in the force main. The total for Change Order #1 is \$39,134.00. Mr. Mora further stated that 43% of the cost will be reimbursed by TXDOT.

Motion made by Commissioner Pecos to approve the resolution authorizing Change Order #1 under the Standard Form of Agreement between the Contractor on the Basis of a Stipulated Price for US 77 Overpass Utilities Relocation Project, seconded by Commissioner Leubert. The motion was passed and approved by the following vote: Lopez, Hinojosa, Leubert, Pecos, Fugate voting "FOR".

- 14. Consider awarding RFP for Manhole Rehabilitation Project Phase II for the Texas Community Development Block Grant Program (TxCDBG) Contract Number 7218269 as per staff recommendation. (City Engineer).**

Motion made by Commissioner Pecos to approve awarding RFP for Manhole Rehabilitation Project Phase II for the Texas Community Development Block Grant Program (TxCDBG) Contract Number 7218269 as per staff recommendation, seconded by Commissioner Leubert. The motion was passed and approved by the following vote: Hinojosa, Leubert, Pecos, Lopez, Fugate voting "FOR".

- 15. Consider adopting an updated 5-Year Street Maintenance Improvement Plan based on survey performed by Infrastructure Management Systems. (City Engineer).**

Motion made by Commissioner Pecos to approve the updated 5-Year Street Maintenance Improvement Plan based on survey performed by Infrastructure Management Systems, seconded by Commissioner Leubert. The motion was passed and approved by the following vote: Leubert, Pecos, Lopez, Hinojosa, Fugate voting "FOR".

VI. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 5:21 P.M.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, TRMC, CMC, City Secretary

PUBLIC HEARING(S)

PUBLIC HEARING #1

Option 1

Option 1 Totals	\$2,666,000.00	\$3,534,000.00	\$6,200,000.00
Less Transfer from Fund 068 (2013 CO's)		-\$174,000.00	
TWDB 0% Loan, 30 yrs	\$112,000.00 /year	\$3,360,000.00	

Option 2

Option 2 Totals	\$2,408,000.00	\$3,192,000.00	\$5,600,000.00
-----------------	----------------	----------------	----------------

CONSENT AGENDA

AGENDA ITEM #1

**City of Kingsville
Parks & Recreation Department**

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: Susan Ivy, Parks & Recreation Director
DATE: September 8, 2020
SUBJECT: Agenda Request – Change in Cart Fees at L. E. Ramey Golf Course

Summary: Requesting to increase Daily Cart Fees only at L.E. Ramey Golf Course

Background: Current daily cart fees are \$11.00 for 18 holes and \$7.00 for 9 holes. In discussions during budget meetings it was suggested that since we now have new golf carts we should consider a fee increase.

Financial Impact: We researched fees for surrounding golf courses and found that by raising them to \$15.00 for 18 holes and \$10.00 for 9 holes we could still be competitive with other courses and increase our revenue. These rates are for two golfers.

Recommendation:

Authorize the increase in Daily Golf Cart Fees from \$11.00 per day to \$15.00 for 18 holes and from \$7.00 to \$10.00 per day for 9 holes for two golfers.



ORDINANCE NO. 2020-_____

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES BY AMENEDING CHAPTER IX-GENERAL REGULATIONS, ARTICLE 8-PARKS AND RECREATION, PROVIDING FOR REVISED CART FEES FOR THE L.E. RAMEY GOLF COURSE; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, in 2014 the City and County approved interlocal agreements to transfer operations and maintenance of all of the parks within the city limits and the L.E. Ramey Golf Course from the County to the City;

WHEREAS, the approval of these interlocal agreements necessitated the City to enact regulations and fees for the properties covered under the interlocal agreements; and

WHEREAS, in the first half of 2018, the City made several hundred thousand dollars of improvements at the L.E. Ramey Golf Course and determined that it needed to increase user fees to help offset the cost of the improvements and those revisions were approved on June 25, 2018, via Ordinance #2018-35; and

WHEREAS, the City recently acquired new golf carts for rental at the golf course and performed a rental rate survey which showed the current rate to be below market, so staff is now recommending a slight increase in the golf cart rental rate for the new carts to be more in-line with the going market rate; and

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

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

I.

THAT Chapter IX- General Regulations, Article 8-Parks and Recreation, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

ARTICLE 8 PARKS AND RECREATION

...

GOLF COURSE

...

§ 9-8-41 GOLF COURSE FEES.

The following schedule of fees shall be paid by the patrons of the municipal golf course. The Golf Course Manager may negotiate rates for golf course special events and promotions.

...

(Q) Cart Rental Fee:

18-Holes: \$15.00 ~~44.00~~ per player

9-Holes: \$10.00 ~~7.00~~ per player

...

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 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, work or ordinance 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 14th day of September, 2020.

PASSED AND APPROVED on this the 28th day of September, 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
Finance Department**

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: Deborah Balli, Director of Finance
DATE: September 9, 2020
SUBJECT: Budget Amendment-End of Year Deficit Accounts

Summary:

This item authorizes the approval of budget amendment for an end of year budget amendment to cover deficit accounts.

Background:

At the end of Fiscal Year 19-20 the following budget amendments are needed to cover deficit funds.

Utility Debt Service – Fund 012

There were additional charges not anticipated for the CO Series 2011 refunding of \$39,908.71. This will be paid from the Utility Fund unappropriated fund balance.

FEMA – Fund 071

There was an additional reimbursement received for damage to the Golf Course Irrigation of \$38,820.61. These funds are being transferred to General Fund to be used by the Golf Course.

TXCDBG Grant #7215270 – Fund 082

This is a fund cleanup of \$12.

COVID 19 – Fund 103

The City received \$279,334 of CARES Act funding and the money needs to be accepted and appropriated to expend.



**City of Kingsville
Finance Department**

Façade Grant – Fund 202

There was an additional \$2,044.06 spent on current year façade grants that need to be covered. Funding will be covered by amount transferred back to the Tourism fund.

Financial Impact:

This budget amendment will have the following effects on fund balances:

Fund 012 – Decrease fund balance by \$39,908.71

Fund 082 – Decrease fund balance by \$12 to close out the fund

Fund 002 – Decrease fund balance by \$2,044.06

Recommendation:

Staff recommends authorization of this end of year budget amendment.



ORDINANCE NO. 2020-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2019-2020 BUDGET TO COVER DEFICIT ACCOUNTS.

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 2019-2020 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 012 – UTILITY FUND DEBT SERVICE					
<u>Revenues - 4</u>					
0000	Non-Dept	Transfer From Fund 051	75010	(\$39,908.71)	
<u>Expenditures - 5</u>					
5100	Debt Service	Principle	61100	37,510.50	
5100	Debt Service	Interest	62100	2,398.21	
FUND 012 – UTILITY FUND DEBT SERVICE					
<u>Expenditures – 5</u>					
6900	Transfers	Transfer to Fund 012	80012	\$39,908.71	
FUND 071 - FEMA					
<u>Revenues – 4</u>					
0000	Non-Dept	State Grants	72010	(\$38,820.61)	
<u>Expenditures - 5</u>					
6900	80001	Transfer to Fund 001	80001	\$38,820.61	
FUND 001 – GENERAL FUND					
<u>Revenues - 4</u>					
0000	Non Dept	Transfer From Fund 071	75071	(\$38,820.61)	
FUND 082 – TXCDBG GRANT #7215270					
<u>Revenues - 4</u>					
0000	Non-Dept	Miscellaneous	99000	(\$12.00)	

Expenditures - 5					
6900	Transfers	Transfer to Fund 051	80051	\$12.00	
FUND 103 – COVID-19 FUND					
Revenues - 4					
1030	City Special	Other Income	59945	(\$279,334)	
Expenditures - 5					
1030	City Special	Salaries & Wages	11100	\$20,000	
1030	City Special	Overtime	11200	\$50,000	
1030	City Special	Supplies	21100	\$127,334	
1030	City Special	Computers	22600	\$30,000	
1030	City Special	Communications	31100	\$2,000	
1030	City Special	Building Maintenance	51100	\$50,000	
FUND 202 – FAÇADE GRANT					
Revenues - 4					
0000	Non-Dept	Transfer from Fund 002	75002	(\$2,044.06)	
Expenditures - 5					
1071	Tourism	Façade Grants	34600	\$2,044.06	
FUND 002 – TOURISM FUND					
6900	Transfers	Transfer to Fund 202	80202	\$2,044.06	

[To amend the City of Kingsville FY 19-20 Budget to expend funds to cover deficit accounts.]

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 14th day of September 2020.

PASSED AND APPROVED on this the 28th day of September 2020.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

REGULAR AGENDA

AGENDA ITEM #3

**SUBMISSION OF THE 2020 TAX ROLL FOR THE CITY OF
KINGSVILLE PURSUANT TO SECTION 26.09(e) OF THE TEXAS
PROPERTY TAX CODE**

The 2020 Tax Roll for the City of Kingsville is hereby submitted for approval at the next regular scheduled meeting of the City of Kingsville Commissioner's Court. The 2020 Tax Roll is submitted for approval under Section 26.09(e) of the Texas Property Tax Code and was calculated in compliance with the same code by multiplying the values from the Certified Appraisal Roll plus/minus any changes in value approved by the Kleberg County Appraisal Review Board by the tax rate adopted by this governing body for the 2020 tax year. Values and taxes are at a ratio of 100% of appraised value. The 2020 Tax Roll for the City of Kingsville is stored in the Kleberg County Tax Office in compliance with the State Records Retention guidelines. A copy of the tax roll for reference purposes and convenient availability is filed with the Kleberg County Clerk's Office.

I, Melissa T. De La Garza, PCC – Kleberg County Tax Assessor-Collector, hereby certify the figures from the 2020 Tax Roll as reflected on the attached summary page taken directly from the 2020 Tax Roll. I certify that the foregoing information, and the roll it represents is accurate and correct to the best of my knowledge. Certified and submitted this 21st day of September 2020.


Melissa T. De La Garza, PCC

Kleberg County Tax Assessor-Collector

Improvements:		Count	Amount		
Homesteadable		3,912	318,185,918--:		:
New Homesteadable		192	2,135,700 :		:
Non-Homesteadable		4,619	432,944,893 :	Impr. Total	:
New Non-Homesteadable			0 :--	753,266,511--:	:
Land:		Count	Amount		
Homesteadable		3,858	39,564,909--:	Land Total	:
Non-Homesteadable		5,465	85,831,855--:--	125,396,764--:	:
Acres	7,595.516	9,313			Total Market
					-- 1,006,821,641
Productivity:		Count	Amount		
Agricultural Market		143	10,752,189--:	Productivity Mkt	Total Accounts
Timber Market			0--:--	10,752,189--:	11,314
Agricultural Use Value		143	451,462		:
Timber Use Value			0		:
Exempt Agricultural Market			0		:
Exempt Agricultural Value			0		:
Other:		Count	Amount		
Minerals			0--:	Other	:
Personal Property Market		1,194	117,406,177--:--	117,406,177--:	:
Miscellaneous:		Count	Amount		
Homestead Market Value		3,880	357,323,932		:
Homestead Cap Value		3,880	345,931,313		:
Tax Increment Zone Market			0		:
Tax Increment Zone Base			0		:
Deductions:		Exemption	Count	Amount	
Constitutional Exempt				0-----	:
Productivity Loss		143	10,300,727-----		:
Homestead Cap Loss		1,027	11,392,619-----		:
Homestead				0--:	:
Homestead Frozen				0 : Homestead Total	:
Homestead Local				0 :--	0--:
Homestead Local Frozen				0 :	:
Homestead Local %				0 :	:
Homestead Local % Frozen				0--:	Total
					Deductions
					-- 147,288,704
Over 65	8,400	1,576	13,020,144--:		:
Over 65 Frozen			0 : Over 65 Total		:
Over 65 Local			0 :--	13,020,144--:	:
Over 65 Local Frozen			0--:		:
Disabled Person			0--:		:
Disabled Person Frozen			0 : Disabled Person		:
Disabled Person Local			0 :--	0--:	:
Disabled Person Lcl Frzn			0--:		:
Disabled Veteran HS Full		103	10,869,470--:		:
Disabled Veteran		266	2,775,516 : Disabled Veteran		:
Disabled Veteran Frozen			0--:--	13,644,986--:	:
Abatements			0--:		:
Pollution Control			0 :		:
Freeport			0 : Other Exemptions		:
HB366	40		11,220 :--	98,930,228--:	:
Prorated Exempt			0 :		:
MASSS			0 :		:
DVHSS-TFR			0 :		:
DVDHS			0 :		:
FRSS			0 :		:
Other		438	98,919,008--:		Net Taxable
					859,532,937
Frozen Taxable Value Loss			0		
Frozen Limit (CAD Original)			.00		
Frozen Limit Adjusted (Transfers)			.00		Net Taxable
Frozen Tax Levy Used			.00		Less Frozen
Late Agricultural Penalty	1		46.54		859,532,937
Late Correction Penalty			.00		
Late Rendition Penalty	395		7,655.28		

Total Tax Levy	0.00852080	Actual Levy	7,331,592.33	Calculated Levy	7,331,610.07
----------------	------------	-------------	--------------	-----------------	--------------

Calc sequence: DV Tot HS, Dis Vet, Ovr 65, Ovr 65 Lcl, Hmstd, Hmstd Lcl, Disabled, Disabled Lcl, Other.
Apply Ownership Interest to Hmstd, Over 65, Dis Person, Hmstd Lcl %, Hmstd Lcl, Hmstd Min, Dis V
Apply Disabled Veteran exemption to Non-Homestead then to Homestead values.

RESOLUTION NO. 2020-_____

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).

WHEREAS, the duly appointed Kleberg County Tax Assessor Collector has submitted the 2020 Tax Roll for the City of Kingsville; and

WHEREAS, the City Commission has reviewed the appraisal and tax rolls, and set the tax rate at the level necessary to support the approved budget of the City of Kingsville.

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

"The 2020 Tax Roll for the City of Kingsville is hereby approved pursuant to Section 26.09 (e) of the Texas Property Tax Code".

PASSED AND APPROVED by majority vote of the City Commission on the 28th day of September, 2020.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #4

**City of Kingsville
Department Name**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Diana Gonzales, Human Resource Director

DATE: September 16, 2020

SUBJECT: Collective Bargaining Agreement Between City of Kingsville and Kingsville Law Enforcement Association - October 1, 2020 – September 30, 2022

Summary: The current one (1) year collective bargaining agreement between the City of Kingsville (City) and the Kingsville Law Enforcement Association (KLEA) is set to expire on September 30, 2020. The City and KLEA met to negotiate certain items as mandated by Texas Local Government Code for entities which have voted in collective bargaining.

Meetings were held as follows:

May 19, 2020
June 4, 2020
June 25, 2020
August 6, 2020
August 11, 2020
August 12, 2020
August 19, 2020

Meetings were conducted and tentative agreements between the City and KLEA were reached during negotiations. KLEA submitted documentation to move forward with the City Commission approval process on September 3, 2020.

Below is a summary of articles with proposed changes. The affected articles in their entirety are attached to this memorandum.

Cover Page
Article 29 Compensation
Article 30 Longevity
Article 38 Duration
Appendix A Wage Schedule


Background: As per Texas Local Government Code (TLGC) Chapter 174 Fire and Police Employee Relations, the City held negotiation meetings with KLEA.



City of Kingsville
Department Name

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Diana Gonzales, Human Resource Director 

DATE: September 16, 2020

SUBJECT: Collective Bargaining Agreement Between City of Kingsville and Kingsville Law Enforcement Association - October 1, 2020 – September 30, 2022

Summary: The current one (1) year collective bargaining agreement between the City of Kingsville (City) and the Kingsville Law Enforcement Association (KLEA) is set to expire on September 30, 2020. The City and KLEA met to negotiate certain items as mandated by Texas Local Government Code for entities which have voted in collective bargaining.

Meetings were held as follows:

May 19, 2020
June 4, 2020
June 25, 2020
August 6, 2020
August 11, 2020
August 12, 2020
August 19, 2020

Meetings were conducted and tentative agreements between the City and KLEA were reached during negotiations. KLEA submitted documentation to move forward with the City Commission approval process on September 3, 2020.

Below is a summary of articles with proposed changes. The affected articles in their entirety are attached to this memorandum.

Cover Page
Article 29 Compensation
Article 30 Longevity
Article 38 Duration
Appendix A Wage Schedule

Background: As per Texas Local Government Code (TLGC) Chapter 174 Fire and Police Employee Relations, the City held negotiation meetings with KLEA.



City of Kingsville
Department Name

TLGC 174.105 (b) states the following:

- (b) For purposes of this section, the duty to bargain collectively means a public employer and an association shall:
 - (1) meet at reasonable times;
 - (2) confer in good faith regarding compensation, hours, and other conditions of employment or the negotiation of an agreement or a question arising under an agreement; and
 - (3) execute a written contract incorporating any agreement reached, if either party requests a written contract

Financial Impact: The agreement presented is for two (2) years with increases to base wages and longevity. Estimates for Year 1 and Year 2 of the agreement, including applicable benefits, are as follows:

Year 1 (FY 2020-2021) \$ 116,314 (Includes 3.5% wage increase & \$3 longevity increase)

Year 2 (FY 2021-2022) \$ 133,417 (Includes 3% wage increase & continuation of longevity increase)

Year 1 personnel expenses are incorporated in the FY 2020-2021 budget passed on September 14, 2020.

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



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF KINGSVILLE

AND

KINGSVILLE LAW ENFORCEMENT ASSOCIATION

~~October 1, 2019 – September 30, 2020~~

October 1, 2020 – September 30, 2022

**Resolution #2019-84
Approved: September 23, 2019
Effective: October 1, 2019**

ARTICLE 29 COMPENSATION

Section 1 Compensation

Collective bargaining agreement wages for October 1, 2020 – September 30, 2022 - Fiscal Year 2019-2020– See Appendix A

Collective bargaining agreement Fiscal Year 2019-2020 wages are effective the first day of the first full pay period of each for that fiscal year.

Ranges:

- PD-2 This range is the hiring range for all new certified police officers appointed to the Police Department. The employee shall advance through this range based on time in-grade as defined by the schedule.
- PD-3 Upon promotion to Lieutenant, the employee is placed at this range; advancement through this range is based on time in-grade as defined by the schedule.
- PD-4 Upon promotion to Captain, the employee is placed at his range; advancement through this range is based on time in-grade as defined by the schedule.
- PD-5 Upon promotion to Commander, the employee is placed at this range; advancement through this range is based upon time in-grade as defined by the schedule.

Section 2 Education and Certification Pay

1. Education Incentive Pay:

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

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

2. Certification Pay:

Intermediate Police Officer Certificate	\$	30.00	per month
Advanced Police Officer Certificate	\$	52.00	per month
Master Police Officer Certificate	\$	100.00	per month

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

3. Other Certification Pay:

Intoxilyzer Operator Certificate	\$	30.00	per month
----------------------------------	----	-------	-----------

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

4. Method of Computing Salary Increases

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

5. Shift Differential

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

6. Field Training Officer

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

\$ 9.25 per day

ARTICLE 30 LONGEVITY

The Employer shall pay a longevity allowance of ~~seven dollars (\$7.00)~~ ten dollars (\$10) per month per year of service to officers who have completed one (1) to twenty-five (25) years of service to each officer covered by this Agreement. The allowance shall be paid on a bi-weekly pay period basis

ARTICLE 38 DURATION

This Agreement shall be effective from the 1st day of October 2019 2020 and shall remain in full force and effect through the 30th day of September 2020 2022 or until such time as it is superseded by a new contract between the parties, whichever occurs later, provided however that in no event shall this Agreement continue in effect after September 30, 2021 2023.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed on this the 25th day of September 2019. _____ day of _____ 2020.

City of Kingsville

Kingsville Law Enforcement Association

City Manager

President

APPENDIX A - WAGE SCHEDULE

		<u>FY 2020- 2021</u>	<u>FY 2021- 2022</u>
33.12	FY 2019- 2020		
PD2 Step A 0-24 months	18.75	<u>19.41</u>	<u>20.00</u>
PD2 Step B 25-36 months	20.25	<u>20.96</u>	<u>21.59</u>
PD2 Step C 37-59 months	21.00	<u>21.74</u>	<u>22.39</u>
PD2 Step D 60-84 months	21.50	<u>22.25</u>	<u>22.92</u>
PD2 Step E 85-120 months	21.95	<u>22.72</u>	<u>23.40</u>
PD2 Step F 121 – 180 months	22.75	<u>23.55</u>	<u>24.25</u>
PD2 Step G 181+ months	23.50	<u>24.32</u>	<u>25.05</u>
PD3 Lieutenant	25.75	<u>26.65</u>	<u>27.45</u>
PD4 Captain	28.00	<u>28.98</u>	<u>29.85</u>
PD5 Commander	32.00	<u>33.12</u>	<u>34.11</u>

RESOLUTION # 2020-____

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 YEAR 2020-2022; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the negotiating teams for the City of Kingsville ("City") and the Kingsville Law Enforcement Association ("KLEA") have met several times over the last several months and reached a tentative agreement on a Collective Bargaining Agreement for fiscal years 2020-2022;

WHEREAS, on September 3, 2020 the City received word that the KLEA membership met and voted to approve the proposed agreement attached hereto;

WHEREAS, the City now presents the proposed agreement to the City Commission for consideration of approval;

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

I.

THAT the City Manager is authorized and directed as an act of the City of Kingsville, Texas to enter into a collective bargaining agreement for the period covering October 1, 2020 to September 30, 2022 in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

PASSED AND APPROVED by a majority vote of the City Commission on the
28th day of September, 2020.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF KINGSVILLE

AND

KINGSVILLE LAW ENFORCEMENT ASSOCIATION

October 1, 2020 – September 30, 2022

Table of Contents

ARTICLE 1	PREAMBLE	3
ARTICLE 2	RECOGNITION	3
ARTICLE 3	MANAGEMENT RIGHTS	3
ARTICLE 4	ASSOCIATION RIGHTS	4
ARTICLE 5	NO STRIKE CLAUSE.....	6
ARTICLE 6	NON-DISCRIMINATION	6
ARTICLE 7	ENTRY LEVEL HIRING.....	7
ARTICLE 8	PROBATIONARY PERIOD	9
ARTICLE 9	PROMOTIONS	9
ARTICLE 10	SENIORITY	14
ARTICLE 11	PERFORMANCE EVALUATIONS	14
ARTICLE 12	OVERTIME	14
ARTICLE 13	SHIFT SCHEDULES AND ASSIGNMENTS	15
ARTICLE 14	MEALS AND REST BREAKS.....	15
ARTICLE 15	TRAINING	15
ARTICLE 16	SAFETY AND EQUIPMENT	16
ARTICLE 17	OFF-DUTY EMPLOYMENT	17
ARTICLE 18	DRUG AND ALCOHOL TESTING	17
ARTICLE 19	POLITICAL ACTIVITY	18
ARTICLE 20	HOLIDAYS.....	19
ARTICLE 21	VACATIONS	19
ARTICLE 22	SICK LEAVE	20
ARTICLE 23	MODIFIED DUTY.....	21
ARTICLE 24	LEAVES OF ABSENCE	22
ARTICLE 25	PERSONNEL FILES.....	23
ARTICLE 26	INSURANCE BENEFITS.....	23
ARTICLE 27	RETIREMENT	23
ARTICLE 28	DEFERRED COMPENSATION PLAN	23
ARTICLE 29	COMPENSATION	23
ARTICLE 30	LONGEVITY.....	25
ARTICLE 31	EMPLOYEE INVESTIGATIONS AND DISCIPLINARY ACTION	25

ARTICLE 32	GRIEVANCE PROCEDURE	27
ARTICLE 33	PERSONNEL REDUCTION	30
ARTICLE 34	MISCELLANEOUS PROVISIONS.....	31
ARTICLE 35	MAINTENANCE OF STANDARDS	31
ARTICLE 36	SCOPE OF AGREEMENT.....	31
ARTICLE 37	SAVINGS CLAUSE	31
ARTICLE 38	DURATION.....	32
APPENDIX A - WAGE SCHEDULE		33
APPENDIX B - PROMOTIONAL EXAM SCORING PROCESS		34

ARTICLE 1 PREAMBLE

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

ARTICLE 2 RECOGNITION

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

ARTICLE 3 MANAGEMENT RIGHTS

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

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

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

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

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

ARTICLE 4 ASSOCIATION RIGHTS

Section 1 Recognition

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

Section 2 Payroll Deductions

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

Association with a list of members from whom it has deducted dues within thirty (30) days after each payday.

2. The City shall deduct on a city-approved form the monthly Association political action committee contributions from each individual member who has voluntarily authorized an Association political action committee deduction. Any individual member of the bargaining unit wishing to voluntarily withdraw his authorization for an Association political action committee deduction must sign the appropriate form and submit it to the Human Resource Department, two weeks before the payday on which the change is to be effective. The employee shall notify the Association in writing if he or she revokes or adds his authorization for political action committee deduction within thirty (30) days from the revocation or addition of the deduction. The amount of deductions shall be the amount set forth in any deduction authorized by individual members. All amounts deducted pursuant to this Article shall be paid to the legally designated treasurer of the Association political action committee in accordance with reasonable procedures established by the city. The City shall provide the Association with a list of members from whom it had deducted political action committee contributions within thirty (30) calendar days after each payday.

Section 3 Time Off for Association Business

1. When off duty, the Executive Board members shall have the right to visit the premises of the Police Department for the purpose of administering this Agreement. Such visits shall be conducted in a manner so as not to interfere with the functions of the Department.

2. The Association's negotiating team, not to exceed three (3) members, shall be permitted without loss of pay to attend negotiating sessions with City representatives, where such sessions or meetings are scheduled during working hours; or shall be given time off without loss of pay for the scheduled night shift immediately preceding such negotiating sessions. The parties will work together for attendance at negotiating sessions while minimizing overtime for the Police Department.

3. By January 31st, each member of the Association shall turn into the Human Resource office notice of their contribution of up to five (5) hours of accrued vacation leave or compensatory time to a pool to be known as the "Association Leave Pool." This pool may be used by the Association to receive time off with pay to attend scheduled state and national association board meetings, conventions and training programs; labor and police related training programs; arbitration and grievance hearings of members by elected Association official or representatives; and other Association-related activities. The Association President shall notify the Chief and Human Resources in writing at least five (5) working days in advance of any requested use of the leave pool. Such requests by the Association shall not be unreasonably refused. The Chief may order any Association members using the leave pool to report for duty as assigned by the Chief during an emergency situation.

Section 4 Bulletin Boards

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

Section 5 Pre-emption of Chapter 143

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

ARTICLE 5 NO STRIKE CLAUSE

Section 1 Strike: Definition

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

Section 2 No Strike

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

Section 3 Discipline

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

Section 4 Consequences of Illegal Strike

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

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

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

ARTICLE 6 NON-DISCRIMINATION

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

The City shall provide the following to all police officers:

- a) City of Kingsville Civil Service Rules

- b) City of Kingsville Police Department Manual
- c) City of Kingsville Administrative Policies and Procedures Manual
- d) A copy of this agreement

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

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

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

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

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

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

ARTICLE 7 ENTRY LEVEL HIRING

Section 1 Entry-Level Hiring

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

- a. Written examination
- b. Physical fitness examination
- c. Background Investigation
- d. Panel Interview (panel to be appointed by the Chief and will include two (2) interviewers from the Association)

- e. Medical examination
- f. Drug test
- g. Psychological examination

2. Alternate Level Hiring Process

A. Applicants qualifications: The Chief, without regard to the existence of or requirements for any eligibility list for beginning positions in the Department, may appoint applicants to police officer positions provided the applicant meets the following minimum requirements:

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

B. Applicant qualifications: The Chief, without regard to the existence of or requirements for any eligibility list for beginning positions in the Department, may appoint applicants to police officer positions provided the applicant meets the following minimum requirements:

- a. Active City of Kingsville Reserve Police Officer for minimum of 12 months.
- b. Has a current minimum TCOLE peace officer basic certification
- c. Completion of Section 1 Entry-Level Hiring processes (b-g)
- d. Officers hired through this process are required to complete in-house training as mandated by Police Chief of all new hire and alternate hire personnel.

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

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

Section 3 Salary and Promotion Opportunities

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

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

Section 4 Other Provisions

Applicants who are appointed must successfully complete an in-service training program specifically designed for applicants who are hired in accordance with this alternate hiring process. The applicant must also complete a field training period designed for applicants who are hired in accordance with this

alternate hiring process. The Chief, in his sole discretion, may deny the application of any applicant at any time.

ARTICLE 8 PROBATIONARY PERIOD

Section 1 Initial Probationary Period

A person who is already licensed as a peace officer when appointed as a sworn police officer with the Kingsville Police Department must serve a probationary period of one year beginning on the date of the individual's employment as a police officer. The one-year initial probationary period for a person without a peace officer license who must attend the police academy shall begin upon successful completion of the academy and appointment as a Kingsville police officer.

Section 2 Discharge of Probationary Employee

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

Section 3 Extension of Probation

A new officer's probationary period will automatically be extended if he or she is absent for a continuous period of more than ten days for illness, injury, jury duty or military reserve leave or any other type of leave. The extension of the new officer's probation shall be equal to the amount of lost time.

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

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

Section 4 Probation after Promotion

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

Written evaluations will be conducted on a weekly and/or monthly basis. The probationary period may be adjusted so as to properly allow for any unforeseen leaves of absence or other approved breaks in service. Promotional probationary periods may be extended for 90 days at the Chief's discretion.

ARTICLE 9 PROMOTIONS

Section 1 General

1. All positions in the Police Department shall be administered in accordance with Chapter 143 of the Texas Local Government Code. All covered positions which are above entry level shall be filled by competitive means (3 or more persons). The means for promotion will include a written test, an

internal review board; and a point system (which reflects discipline, education, job performance and longevity with the Kingsville Police Department).

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

2. Vacancies will be filled in the order as they appear on the current promotion eligibility list unless bypassed by the Police Chief. The employee status form will be sent to the Civil Service Director for certification prior the persons being promoted.
3. Vacancies will be filled from the current promotion eligibility list no later than 30 calendar days from the date of the vacancy.
4. When the current promotion eligibility list has been exhausted or has expired, the Chief or his designee shall notify the Commission to post the announcement for the promotional test no later than ten (10) business days from the day a vacancy occurs. The Commission or its designee shall post the announcement within thirty (30) calendar days from the request of the Chief. A written promotion examination will be conducted within ninety (90) calendar days from the announcement of the promotional test if no material reading list is posted or within thirty (30) calendar days of the announcement if a material reading list is posted.
5. An employee who appears on a current promotion list may be passed over for a promotion for another employee whose promotional ranking is lower under the following circumstances:
 - a. The employee is under criminal indictment, or charged with a criminal offense
 - b. The employee has been convicted or is on a pre-trial diversion for a felony, Class B misdemeanor or above, or a crime of moral turpitude.
 - c. The employee has received a suspension, demotions, or has been suspended indefinitely since the promotion list was approved and posted by the Commission.
 - d. If any employee on the current promotion list has been passed over for a promotion by virtue of the conditions set out in A, B, or C, and that employee has been found not guilty or the charges have been dismissed against the employee, the employee will be returned to the top of the current promotion list.

Section 2 Posting of Vacancy

1. All vacancy announcements will be posted on the Police Department bulletin board. All officers who wish to apply may do so in the Civil Service Director's office during administrative business hours.
2. The vacancy announcement will include:
 - a. Title
 - b. Purpose of Examination
 - c. Registration: candidates must register to take the written examination no later than fifteen (15) calendar days after the posting of the vacancy announcement during regular administration business hours in the office of the Civil Service Director.
 - d. Date, Time and Place of Written Examination
 - e. Date of the Announcement
3. The vacancy announcement is not a contract and nothing in the announcement shall be construed as binding on the Police Department or the City.

4. The posted material reading list shall include:
 - a. List of official source materials,
 - b. Total number of questions from each source if available from the testing company
5. All source material will be approved by the Police Chief prior to its use.
6. Candidates must meet all minimum eligibility requirements for the position, including time in grade or tenure, seven (7) business days prior to the written exam.

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

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

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

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

Section 3 Procedures to Appeal Examination Questions

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

10. After all appeals have been reviewed by the Commission and appropriate changes made, the list of eligible candidates who will proceed to the Internal Review Board (IRB) will be posted within five (5) business days. This list will include the written exam scores of all candidates scoring a 70% or better.

Section 4 Internal Review Board (IRB)

1. Candidates who receive a seventy (70) percent or higher on the written test score (after the Commission hears/rules on all appeals) will advance to the IRB. In situations when only one (1) candidate passes the promotional exam, the Chief may bypass the entire IRB and scoring processes.
2. The IRB will consist of a panel of five (5) members as follows: Three (3) members will be from the Kingsville Police Department and will hold the rank equal to or higher than the rank being tested for. Two (2) members will be supervisory police officers from an outside law enforcement agency. For Commander positions, the panel shall consist of the Chief, Commander and a Captain designated by the Chief.
3. Questions will be asked (the same questions will be asked of each candidate) to ascertain the candidate's suitability for promotion. The dimensions the IRB is designed to measure are:
 - a. Interpersonal skills
 - b. Motivation;
 - c. Initiative;
 - d. Supervisory readiness
 - e. Oral communication skills
4. Once the IRB begins, candidates will have ten (10) minutes to make a presentation about themselves. Afterwards, the panel will ask questions referenced above.
5. Each rater will grade the candidate separately on each of the five dimensions listed above. The score for each dimension will be between a one (1) being the lowest and twenty (20) being the highest. The grade sheets will be completed by each rater and immediately turned over to a proctor (Commission designee), who will also be in the room during the IRB. There will be no discussion during the rating concerning the responses given by the candidate. Once the IRB's are complete, the proctor will go through each of the raters' response sheets. The IRB will be rated as follows:
 - a. The five scores of each dimension will be totaled.
 - b. The totaled score will be multiplied by the appropriate weight for IRB depending on the rank being tested.
6. No candidate may appeal an IRB score unless there is a mathematical miscalculation.
7. Once the IRB's are concluded, the Commission will have five (5) business days to compute the combined scores from the written test and the IRB. This will be known as the raw score. For scoring and weighted test/IRB values, see Appendix B.

Section 5 Additional Points

1. A review of each candidate's personnel file will be conducted by the Civil Service Director or designee five (5) days prior to the date of the written test.
2. Points will be awarded as follows:
 - a. Longevity Add 1 point per year of service in current rank not to exceed 10 points

- | | | | |
|---------------------|--|----------------------|--------------|
| b. Education | Points for highest level only: | Associate's Degree – | Add 2 points |
| | | Bachelor's Degree – | Add 4 points |
| | | Master's Degree – | Add 6 points |
| c. Military service | 24 months or greater add 5 points | | |
| d. Reprimand | Subtract 2 points per reprimand (within 2 years of test) if supported by written disciplinary finding | | |
| e. Suspension | Subtract 4 points per suspension (within 2 years of test) if supported by written disciplinary finding | | |
| f. Demotion | Subtract 6 points (within 2 years) if supported by written disciplinary finding | | |

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

Section 6 Tie Breakers

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

- (a) Years of Experience – If a tie still exists, the person shall be ranked in the order according to which person has the most number of years of active paid full-time experience as a certified peace officer.
- (b) Higher Certification - If a tie still exists, the persons shall be ranked in the order according to which person has the higher certification level as a peace officer through TCOLE.
- (c) Highest Degree – If a tie still exists, the person shall be ranked in the order according to which person possesses the highest educational degree (Masters, Bachelors, Associates).
- (d) Higher Education Hours – If a tie still exists, the person shall be ranked in the order according to which person possesses a higher number of college/university hours. Hours shall be calculated in a manner to determine equivalents for comparison.
- (e) By Lottery – The numbers of 1 – 10 shall be placed on individual papers in a container. The Candidates shall select a paper from the container. The candidate drawing the highest number shall be placed on the eligibility list above the person drawing the lower number.

Section 7 Requirements for Promotion

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

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

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

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

Section 8 Appointment of an Assistant Chief

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

ARTICLE 10 SENIORITY

For the purposes of this Agreement only, seniority shall be defined as the length of service by an employee within his civil service classification from the most recent date of appointment as a police officer with the City of Kingsville. Seniority is the determining factor in the assignment of relief days (regular days off), vacation days, vehicles, and areas. If two or more officers have equal service, seniority shall be determined by the highest test score on the appropriate hiring or promotional examination.

ARTICLE 11 PERFORMANCE EVALUATIONS

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

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

ARTICLE 12 OVERTIME

Section 1 Overtime/Compensatory Time

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

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

Section 2 Court Time

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

Section 3 Call Back

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

Section 4 Overtime

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

Section 5 Pre-emption of Chapter 143

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

ARTICLE 13 SHIFT SCHEDULES AND ASSIGNMENTS

Flex time for school

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

ARTICLE 14 MEALS AND REST BREAKS

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

ARTICLE 15 TRAINING

The City shall continue its practice, effective as of the date of the execution of this Agreement, of permitting officers to request to attend job-related training schools. To be eligible, the officer must submit his request in writing to the Training officer, and the Chief or his designee must approve the request. The

approval or disapproval of any request is within the sole discretion of the Chief. If the training is five (5) consecutive days and requires more than 40 hours of classroom time, then the officer's work time shall be reduced the next week. For approved training, the officer shall receive the same per diem as other City employees for meals and lodging, and the City shall pay the registration fee. Travel time to and from the location of the training will be used in the calculation of the officer's weekly forty (40) hours. Officers attending mandatory core courses to maintain current certifications as required by TCOLE shall attend the classes on city time with prior approval.

ARTICLE 16 SAFETY AND EQUIPMENT

Section 1 General

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

Section 2 Radios

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

Section 3 Bullet-Proof Vests

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

Section 4 Patrol Car Cages

All marked patrol units shall be equipped with car cages.

Section 5 Shotguns and Racks

All officers meeting the shooting qualification of such guns shall have a shotgun, a rifle and associated mounting assemblies in marked police units.

Section 6 Uniforms

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

5. The City shall provide a clothing allowance of \$75.00 per month to each officer assigned to the Detective Division as a Special Investigator or as directed or required by the Chief to work in a non-uniform assignment.

Section 7 Firearm/Equipment Purchase

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

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

Section 8 Take Home Cars

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

Section 9 Target Practice

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

Section 10 K-9 Officers

K-9 handlers shall be allowed to work 36 hours per week at regular pay in addition seven (7) hours per week shall be paid at four (4) hours regular time and three (3) hours overtime for the animal's veterinary care, routine care for the K-9's physical health, welfare and grooming, daily and routine maintenance for the K-9's patrol vehicle, and field equipment.

ARTICLE 17 OFF-DUTY EMPLOYMENT

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

ARTICLE 18 DRUG AND ALCOHOL TESTING

Section 1 Present Policy

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

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

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

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

Section 2 Random Drug Testing

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

Section 3 Notification

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

ARTICLE 19 POLITICAL ACTIVITY

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

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

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

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

ARTICLE 20 HOLIDAYS

Section 1 General Provisions

Holidays of Kingsville police officers will be consistent with the holidays designated for Kingsville non-civil service employees in City Policy No 720.01 – Designation of Holidays

Patrol officers shall observe each holiday designated above on the calendar day on which it falls.

All other officers assigned a 40 hour workweek shall not report for duty during any of the department's holidays or sell back any holiday. All other 40 hour workweek officers are entitled to observe the holidays authorized under this agreement as allowed in the City's personnel handbook.

Section 2 Officers Working on a Holiday

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

Section 3 Officers Not Working on a Holiday

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

Section 4 Accrual and Use of Holiday Leave

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

ARTICLE 21 VACATIONS

Section 1 Vacation Accrual

All officers with less than 10 years of continuous service with the City of Kingsville shall accrue 4.62 hours of paid vacation each bi-weekly pay period for a total of 120.12 hours per year. All officers with more than 10 years of continuous service with the City of Kingsville shall accrue 5.00 hours of paid vacation each bi-weekly pay period for a total of 130 hours per year.

A day of vacation is equal to the number of hours the officer is regularly scheduled to work at the time the vacation day is used. For example, if an officer is regularly scheduled to work 10-work shifts, and uses a vacation day, his vacation bank shall be reduced by 10 hours. Leave accruals not set forth in this agreement shall be accordance with the City of Kingsville's family Medical Leave (FMLA) policy.

Section 2 Use of Vacation

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

Section 3 Call Back From Vacation

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

ARTICLE 22 SICK LEAVE

Section 1 Accrual of Sick Leave

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

Section 2 Use of Sick Leave

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

Section 3 Pay for Unused Sick Leave

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

Section 4 Verification of Need for Sick Leave

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

Section 5 Retiree Conversion of Accrued Sick and Vacation Leave

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

Section 6 Sick Leave Buy Back Program

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

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

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

ARTICLE 23 MODIFIED DUTY

Modified Duty Assignments:

There is no guarantee of modified duty.

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

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

2. Officers must advise their providers of their position as police officers and the physical requirements of the position.
3. Officers placed on modified duty by their provider must immediately notify their division supervisor and provide supporting documentation detailing the restriction(s). It is the employee's responsibility to obtain and submit a copy of the supporting documentation to the office of the Police Chief.
4. Officers on modified duty must comply with restrictions of their provider and as such, the described restriction shall be considered direct orders from the Police Chief should the officer return to work in a modified duty capacity. Failure to comply with indicated restrictions shall be grounds for disciplinary action for failure to comply with a lawful order while on-duty.
5. Officers have the option of accepting or refusing modified duty. However, if accepted, the officer shall take any duty assignment ordered by the Chief of Police. Failure to accept a modified duty assignment for a work related injury/illness shall negate the City's responsibility as outlined in TLGC 143.073.
6. Officers can be on modified duty for a maximum of six (6) months from the first date of the injury/illness. This can be extended by order of the Chief of Police. All officers on Modified Duty

under this article will be evaluated by their provider and at their own expense every fifteen (15) to thirty (30) days depending on the individual's condition to determine if the officer is medically able to return to full duty. Officers not cleared after six (6) months of being on modified duty can utilize their sick leave, vacation, and holiday as outlined by City of Kingsville Policy # 750 Family and Medical Leave.

7. Officers on modified duty will retain their rank and all incentive pay that goes along with their rank. They will continue to accrue compensatory, holiday, sick and vacation time while on modified duty.
8. Officers on modified duty will not work any outside employment requiring law enforcement services.
9. An Officer's assignment to modified duty shall not impair that officer's right to any and all other paid leave.
10. Officers cleared by their physician to go back to full duty must immediately inform their immediate supervisor.

ARTICLE 24 LEAVES OF ABSENCE

Section 1 Occupational Injury or Disability

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

Section 2 Administrative Leave

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

Section 3 Bereavement Leave

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

Section 4 Jury Duty Leave

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

Section 5 Pre-emption of Chapter 143

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

ARTICLE 25 PERSONNEL FILES

Section 1

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

Section 2

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

Section 3

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

Section 4

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

ARTICLE 26 INSURANCE BENEFITS

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

ARTICLE 27 RETIREMENT

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

ARTICLE 28 DEFERRED COMPENSATION PLAN

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

ARTICLE 29 COMPENSATION

Section 1 Compensation

Collective bargaining agreement wages for October 1, 2020 – September 30, 2022 - See Appendix A

Collective bargaining agreement wages are effective the first day of the first full pay period of each fiscal year.

Ranges:

- PD-2 This range is the hiring range for all new certified police officers appointed to the Police Department. The employee shall advance through this range based on time in-grade as defined by the schedule.
- PD-3 Upon promotion to Lieutenant, the employee is placed at this range; advancement through this range is based on time in-grade as defined by the schedule.
- PD-4 Upon promotion to Captain, the employee is placed at his range; advancement through this range is based on time in-grade as defined by the schedule.
- PD-5 Upon promotion to Commander, the employee is placed at this range; advancement through this range is based upon time in-grade as defined by the schedule.

Section 2 Education and Certification Pay

1. Education Incentive Pay:

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

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

2. Certification Pay:

Intermediate Police Officer Certificate	\$	30.00	per month
Advanced Police Officer Certificate	\$	52.00	per month
Master Police Officer Certificate	\$	100.00	per month

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

3. Other Certification Pay:

Intoxilyzer Operator Certificate	\$	30.00	per month
----------------------------------	----	-------	-----------

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

4. Method of Computing Salary Increases

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

5. Shift Differential

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

6. Field Training Officer

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

\$ 9.25 per day

ARTICLE 30 LONGEVITY

The Employer shall pay a longevity allowance of ten dollars (\$10) per month per year of service to officers who have completed one (1) to twenty-five (25) years of service to each officer covered by this Agreement. The allowance shall be paid on a bi-weekly pay period basis

ARTICLE 31 EMPLOYEE INVESTIGATIONS AND DISCIPLINARY ACTION

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

This agreement incorporates Policy 2.4 Internal Investigations Process of the City of Kingsville Police Department.

Section 1 Signed Complaints

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

Section 2 Administrative Leave

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

Section 3 Standards of Discipline

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

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

1. Written Reprimands

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

2. Suspension
3. Demotion in rank
4. Indefinite Suspension

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

Section 4 Process of Appeal

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

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

Section 5 Minor Suspensions

Use of Leave in Lieu of Minor Suspension Without Pay

If a member of the bargaining unit received a statement of suspension without pay of five (5) calendar days or less, the member of the bargaining unit may with the approval of the Chief, within three (3) days of receipt of the suspension, forfeit vacation or holiday time equal to the length of the suspension. The forfeited vacation or holiday time will not constitute hours worked. In the event a member of the bargaining unit has received a disciplinary suspension within the preceding twenty-four (24) month period, the member may only forfeit vacation or holiday time with the Department Head's permission. The member must agree that there is no right to appeal the suspension nor right of review before any administrative body or judicial body if this method of suspension is chosen and the employee must sign a waiver of appeal and agree to the suspension.

Section 6 Appeal

Members who receive a suspension without pay of five (5) calendar days or less may only appeal their suspension, unless waived in accordance to Section 1 above, to the Civil Service Commission and provisions of TLGC Chapter 143.057 shall not apply to such suspensions. The provisions of this section shall supersede TLGC Chapter 143.057 which shall not apply to suspensions of five (5) calendar days or less.

Appeals of disciplinary actions not excluded above must be heard before the civil service Commission within 60 days of the filing of notice of appeal by the officer, unless a postponement is granted after a hearing, based on temporary unavailability of a witness or other evidence. A member may appeal indefinite suspension of employment to the Civil Service Commission in accordance with the rules of the Kingsville Civil Service Commission. If a member elects a speedy hearing on an indefinite suspension appeal by filing a written request, the Commission shall schedule and hear the case within 60 days of the filing of the appeal, unless a postponement is granted after a hearing, based on the temporary unavailability of a witness or other evidence. If the hearing is not convened by the Civil Service Commission within 180 days of the filing of the request for appeal, the disciplinary action shall be set aside and deemed as though unfounded. A member choosing not to appeal to the Kingsville Civil Service

Commission may appeal a suspension or indefinite suspension of employment to an independent arbitrator.

Section 7 Arbitration Process

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

1. The hearing shall be commenced, but need not be completed, within 365 calendar days of the arbitrator's selection. Delay in commencement of the hearing within these time periods may occur due to unavoidable conflicts between the arbitrator and the parties' schedules, or by mutual agreement of parties. However, if the arbitrator selected cannot commence the hearing within 365 calendar days from his or her selection, and there is no agreement to extend the hearing to a later date by the parties, the parties may agree to a substitute arbitrator.
2. A stenographic transcription of the proceedings shall be made only upon written agreement of the parties prior to the commencement of the hearing. Should there be no agreement, the party desiring the transcript may have the transcript made at its sole expense.
3. The award of the Arbitrator shall state which particular factual charges he or she finds to be true, if any, and the particular rules he or she finds such conduct to have violated, if any. Where the charges are upheld, the award shall state whether the suspension or indefinite suspension imposed is upheld, or whether some lesser discipline is substituted.
4. It is specifically and expressly understood that the decision of the arbitrator is final and binding, except either party may appeal to district court if the arbitrator's decision was procured by fraud, or collusion or any other unlawful means or if the Arbitrator was without jurisdiction or exceeded his or her jurisdiction.
5. Only the Association may invoke arbitration on behalf of a member as provided herein and only the Association may represent or designate a representative for a member in an arbitration proceeding under this Article.

ARTICLE 32 GRIEVANCE PROCEDURE

Section 1 Scope of Grievance Procedure

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

Section 2 Association Representation

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

Section 3 Time Limits

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

Section 4 Steps of the Grievance Procedure

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

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

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

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

Step 4

If the grievance has not been resolved at Step 3, the Association may request that the grievance be submitted to mediation with the Federal Mediation and Conciliation Services (FMCS). The FMCS will be contacted within ten (10) working days of the request for such services.

Step 5

If the grievance has not been resolved at Step 4, the Association may request that the grievance be submitted to mediation. The Association shall make a written request for mediation within ten (10) working days of receipt of the City Manager's response. Upon request of the Association, submission of the grievance to mediation shall be mandatory on the part of both parties. A mediator shall be agreed on by both parties within ten (10) working days of City receiving request for mediation. The agreed upon mediator will be contacted and a mediation date will be set on the earliest date the mediator and both parties are available.

Step 6

Arbitration. If the grievance has not been resolved at Step 5, the Association may request, within twenty (20) working days of the denial at Step 5, that the grievance be submitted to arbitration.

The request shall state whether the Association claims that arbitration is mandatory; if no such claim is stated, arbitration is deemed voluntary. Submission of the grievance to arbitration shall be voluntary on the part of both parties except as expressly provided herein. The fees and expenses of the arbitrator shall be borne by the party ruled against as determined by the arbitrator in his/her award.

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

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

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

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

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

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

If the arbitration is not mandatory, and not mutually elected, the Association may appeal the decision of the City Manager, resulting from Step 4, to the District Court in Kleberg County. In the event that the Court rules in favor of the Association, neither the Association nor the employee shall be entitled to recover any damages which could reasonably have been mitigated by the employee or the Association. The final judicial decision by the last court resorted to by either party shall be final and binding on all parties.

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

ARTICLE 33 PERSONNEL REDUCTION

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

A reinstatement list shall be created and valid for one (1) year after the date the position(s) was vacated or abolished. No new police officers shall be hired until the police officers laid off have been given notice of re-hiring and the police officer(s) are given a fourteen (14) day period to notify the employer of intention to return to work. The fourteen (14) day period begins upon receipt of the employee's notice to the affected employee. If no response is received within the fourteen (14) day period, the name shall be removed from the list.

Police officers shall be rehired in accordance with seniority. Police officers rehired shall be required to meet the then existing employment requirements in place at the time of layoff; provided entry level written examinations shall not be applicable.

Before any layoffs occur, the Employer shall notify all police officers who are eligible for retirement so as they may exercise their rights to retire to avoid layoffs.

In the event of an organization restructuring necessitating a reduction in the number of personnel needed in each rank classification, the individual with the least seniority will be "bumped" back to the next lower rank. If seniority is equal between officers, the next criteria used will be time in service.

ARTICLE 34 MISCELLANEOUS PROVISIONS

1. Badge upon Retirement – Each member of the bargaining unit shall be entitled to their badge upon retirement from employment.
2. Contact Information
 - a. All police officers shall be required, as a condition of continued employment beyond the probationary period, to obtain and maintain an operating phone. Any changes in phone numbers must be reported to the Police Chief's office within five (5) calendar days.
 - b. Any changes in address must be reported within five (5) calendar days of event.

ARTICLE 35 MAINTENANCE OF STANDARDS

All economic benefits and working conditions enjoyed by the members of the bargaining unit as of the effective date of this Agreement shall remain unchanged for the duration of this Agreement, unless inconsistent with this Agreement or is mutually agreed to by both the Association and the City.

ARTICLE 36 SCOPE OF AGREEMENT

The parties agree that each has had the full and unrestricted right and opportunity to make, advance and discuss all matters properly within the province of collective bargaining. The above and foregoing Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as herein contained. For the term of this Agreement, each party waives the right to demand or petition for changes in the Agreement or to bargain over any subject during the term of this Agreement, even though the subject may not have been within the knowledge or contemplation of either party.

ARTICLE 37 SAVINGS CLAUSE

Section 1 General Savings Provision

Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provision of the Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement or revision herein shall become inoperative or fail by reasons of the invalidity of any other portion or provision.

Section 2 Pre-emption of Local Government Code and Other Provisions

The provisions of this Agreement shall supersede the provisions of any statute, executive order, local ordinance, or rule which are in conflict herewith, including for example and not by way of limitation, the contrary provisions of Chapter 143, the City Charter of the City of Kingsville, ordinances of the city of Kingsville; and Rules and Regulations of the Firefighters and Police Officers Civil Service Commission for the City of Kingsville.

ARTICLE 38 DURATION

This Agreement shall be effective from the 1st day of October 2020 and shall remain in full force and effect through the 30th day of September 2022 or until such time as it is superseded by a new contract between the parties, whichever occurs later, provided however that in no event shall this Agreement continue in effect after September 30, 2023.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed on this the 28th day of September 2020.

City of Kingsville

Kingsville Law Enforcement Association

Mark McLaughlin, City Manager

KLEA President – Johnny Campos

APPENDIX A - WAGE SCHEDULE

		FY 2020-2021	FY 2021-2022
PD2 Step A	0-24 months	19.41	20.00
PD2 Step B	25-36 months	20.96	21.59
PD2 Step C	37-59 months	21.74	22.39
PD2 Step D	60-84 months	22.25	22.92
PD2 Step E	85-120 months	22.72	23.40
PD2 Step F	121 – 180 months	23.55	24.25
PD2 Step G	181+ months	24.32	25.05
PD3	Lieutenant	26.65	27.45
PD4	Captain	28.98	29.85
PD5	Commander	33.12	34.11

APPENDIX B - PROMOTIONAL EXAM SCORING PROCESS

RANK	WEIGHT OF WRITTEN TEST SCORE	WEIGHT OF IRB SCORE
Lieutenant	70%	30%
Captain	40%	60%
Commander	30%	70%

Examples:

1. Subject is testing for Lieutenant. Written test is 81%. IRB score 77 points (10+18+13+19+17). Additional points for longevity, education, etc. total 13 (nine years of service in current position [9 pts] and Bachelor's Degree [4 pts]).

Score computed as follows:

Test	81 X 70% =	56.70
IRB	77 X 30% =	23.10
Additional Points		13.00

Total Points 92.80

2. Subject is testing for Commander. Written test is 96%. IRB score is 55 points (5+12+6+14+18). Additional points for longevity, education, etc. total 12 (ten years of service in current position [10 pts], Bachelor's Degree [4 pts] and a reprimand in the past years [-2 pts]).

Score computed as follows:

Test	96 X 30%=	28.80
IRB	55 X 70%=	38.50
Additional Points		12.00

Total Points 79.30

AGENDA ITEM #5

City of Kingsville
Human Resource Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Diana Gonzales, Human Resource Director

DATE: September 17, 2020

SUBJECT: Collective Bargaining Agreement Between City of Kingsville and Kingsville Professional Firefighters Association, IAFF Local #2390 - October 1, 2020 – September 30, 2022

Summary: The current four (4) year collective bargaining agreement between the City of Kingsville (City) and the Kingsville Professional Firefighters Association, IAFF Local #2390 (Kingsville Firefighters Association) is set to expire on September 30, 2020. The City and Firefighters Association met to negotiate certain items as mandated by Texas Local Government Code for entities which have voted in collective bargaining.

Meetings were held as follows:

June 24, 2020

July 27, 2020

August 11, 14, 20, 25 & 31, 2020

Meetings were conducted and tentative agreements between the City and Kingsville Professional Firefighters Association, IAFF Local #2390 were reached during negotiations. IAFF Local #2390 submitted documentation to move forward with the City Commission approval process on September 14, 2020.

Below is a summary of articles with proposed changes. The affected articles, in their entirety, are attached to this memorandum.

Cover page

Article 3 Duration of Agreement

Article 14 Uniforms

Article 18 Alternate Hire Process

Article 32 Wages

Article 34 Longevity

Article 38 Savings Clause

Appendix A Wages Schedule

Appendix B Certification Pay Incentives



City of Kingsville Human Resource Department

Background: As per Texas Local Government Code (TLGC) Chapter 174 Fire and Police Employee Relations, the City held negotiation meetings with Kingsville Firefighters Association.

TLGC 174.105 (b) states the following:

- (b) For purposes of this section, the duty to bargain collectively means a public employer and an association shall:
 - (1) meet at reasonable times;
 - (2) confer in good faith regarding compensation, hours, and other conditions of employment or the negotiation of an agreement or a question arising under an agreement; and
 - (3) execute a written contract incorporating any agreement reached, if either party requests a written contract

Financial Impact: The agreement presented is for two (2) years with increases to base wages, longevity and certification pays. Estimates for Year 1 and Year 2 of the agreement, including applicable benefits, are as follows:

Year 1 (FY 2020-2021) \$ 67,651 (Includes 3.5% wage increase & \$ 0.25 longevity increase)

Year 2 (FY 2021-2022) \$ 65,298 (Includes 3% wage increase, increases to specific certifications & continuation of longevity increase)

Year 1 personnel expenses are incorporated in the FY 2020-2021 budget passed on September 14, 2020.

Recommendation: The City of Kingsville negotiating team and the Kingsville Professional Firefighters Association negotiating team discussed and reviewed the document presented and tentatively agreed to all changes presented for City Commission consideration.



AMENDED
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF KINGSVILLE, TEXAS

AND

KINGSVILLE PROFESSIONAL FIREFIGHTER'S
ASSOCIATION, IAFF LOCAL #2390

~~October 1, 2016 — September 30, 2020~~

October 1, 2020 – September 30, 2022

ARTICLE 3 DURATION OF THE AGREEMENT

SECTION 1 EFFECTIVE DATES

This Agreement shall be effective as of the first full payroll of Fiscal Year ~~2016-2017~~ 2020-2021 in October ~~2016-2020~~ and shall remain in full force and effect until the last full payroll of fiscal year ~~2020~~ 2022.

SECTION 2 CONTINUATION OF AGREEMENT

Should an impasse be reached during negotiations between City and the Association regarding changes or additional provisions for a successor Agreement, the City agrees that all terms of this Agreement, including wages which shall remain at the September 30th, ~~2020~~ 2022 rates, shall remain in full force and effect for a period of one (1) year.

ARTICLE 14 UNIFORMS

SECTION 1 DESCRIPTION

The City shall furnish all members with fire retardant work uniforms ~~National Fire Protection Association (NFPA) compliant uniforms~~, which may include one pair of shoes, upon initial hire or promotion (if uniform modifications are required) without cost to members. The Chief or designee shall provide replacements as necessary. A complete uniform list is defined as

Year 1 – FY 2020-2021

Work Uniform Shirts (initial issue: 3)

Work Uniform Pants (initial issue: 3)

Jacket (initial issue: 1)

Boots (initial issue: 1 pair)

Year 2 – FY 2021-2022

Work Uniform Shirts (initial issue: 4)

Work Uniform Pants (initial issue: 4)

Jacket (initial issue: 1)

Boots (initial issue: 1 pair)

SECTION 2 PROVISION

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

SECTION 3 REPLACEMENT

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

SECTION 4 CLEANING

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

ARTICLE 18 ALTERNATE HIRE PROCESS

SECTION 1 ELIGIBILITY

Applicants must have all of the following to be eligible under this process and will not be required to take an entry level exam:

- A. Basic Structural Firefighter certification through Texas Commission of Fire Protection (TCFP).
- B. Emergency Medical Technician Paramedic certification through Texas Department of State Health Services (TDSHS) or National Registry.
- C. Two (2) years of experience as a certified/licensed paramedic.
- D. Applicant must be between the ages of 19 and 45 years of age.
- E. Valid Texas Department of Public Safety Driver's License

SECTION 2 ENTRY REQUIREMENTS

Applicants must successfully complete processes required by entry-level candidates of application, agility, interview, physical, drug screen and psychological examination.

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

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

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

SECTION 3 RE-HIRE

~~Former City of Kingsville firefighters with less than one (1) year break in City of Kingsville service may be considered for rehire.~~

~~Potential rehires will be required to complete and pass the following:~~

- ~~1) Background~~
- ~~2) Agility~~
- ~~3) Physical~~
- ~~4) Psychological~~
- ~~5) Drug Screen~~

Former City of Kingsville firefighters with less than two (2) years break in City of Kingsville service may be considered for rehire.

Potential rehire criteria:

- Meet current position requirement for Firefighter
 - o 1) Background
 - o 2) Agility
 - o 3) Physical
 - o 4) Psychological
 - o 5) Drug Screen
- Resigned from City on voluntary basis, and left the City in good standing
- Makes application for rehire within two (2) years of the date of resignation from City
- Former City employees rehired will be placed in position of Firefighter.
- Rehired employees will not be able to test for a qualified ranking position until the completion of two (2) years of service.
- Rehired employees shall be considered as newly hired employees for seniority purposes.

ARTICLE 32 WAGES

Wages for Fiscal Year ~~2020-2021~~ and Fiscal Year ~~2021-2022~~ ~~2016-2017~~, Fiscal Year ~~2017-2018~~, FY ~~2018-2019~~ and Fiscal Year ~~2019-2020~~ shall be paid as set forth in Appendix A.

During the term of this agreement the employees covered under this agreement shall be paid the higher of the wage schedule in Appendix A or any general cost of living adjustments (COLA) given across the board to all city employees.

ARTICLE 34 LONGEVITY

SECTION 1 RATES

Longevity will be paid at the rate of ~~four dollars and fifty cents (\$4.50)~~ a four dollars and seventy-five cents (\$4.75) for Fiscal Year ~~2020-2021~~ and five dollars (\$5.00) for Fiscal Year ~~2021-2022~~ per month to be paid at these rates for each year of service in the department not to exceed twenty-five (25) years of service for the remainder of this agreement.

SECTION 2 ARTICLE PROVISION

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

ARTICLE 38 SAVINGS CLAUSE

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

IN WITNESS WHEREOF, we have executed this ~~amended~~ agreement this the ____ day of ~~January, 2016~~, 2020.

CITY OF KINGSVILLE

KINGSVILLE PROFESSIONAL FIREFIGHTERS ASSOCIATION,
IAFF LOCAL #2390

BY: _____
MARK MCLAUGHLIN, CITY MANAGER

BY: _____
STEVE PALACIOS, PRESIDENT, IAFF LOCAL 2390

APPENDIX A - WAGE SCHEDULE

		FY 2016- 2017	FY 2017- 2018	FY 2018- 2019	FY 2019- 2020	FY 2020- 2021	FY 2021- 2022
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 1	YEAR 2
FD - 5 CAPTAIN A	0-12 MONTHS	\$ 17.77	\$ 18.31	\$ 18.86	\$ 19.42	<u>\$ 20.10</u>	<u>\$ 20.70</u>
FD - 5 CAPTAIN B	13+ MONTHS	\$ 18.31	\$ 18.86	\$ 19.43	\$ 20.01	<u>\$ 20.71</u>	<u>\$ 21.33</u>
FD - 4 LIEUTENANT		\$ 17.25	\$ 17.77	\$ 18.30	\$ 18.85	<u>\$ 19.51</u>	<u>\$ 20.10</u>
FD - 3 ENGINEER A	0-12 MONTHS	\$ 16.11	\$ 16.43	\$ 16.76	\$ 17.10	<u>\$ 17.70</u>	<u>\$ 18.23</u>
FD - 3 ENGINEER B	13+ MONTHS	\$ 16.69	\$ 17.02	\$ 17.36	\$ 17.71	<u>\$ 18.33</u>	<u>\$ 18.88</u>
FD - 2 FIREFIGHTER B	13+ MONTHS	\$ 14.65	\$ 14.94	\$ 15.24	\$ 15.54	<u>\$ 16.08</u>	<u>\$ 16.57</u>
FIRE MARSHAL		\$ 26.66	\$ 26.93	\$ 27.20	\$ 27.74	<u>\$ 28.71</u>	<u>\$ 29.57</u>

*Notes: Payroll system rounding may change cent(s) +/-

~~FY 2016-2017, FY 2017-2018, FY 2018-2019, and FY 2019-2020~~ FY 2020-2021 and FY 2021-2022 wages are effective the first day of the first full pay period

1. **RANGE FD - 2**

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

2. **RANGE FD - 3**

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

3. **RANGE FD - 4**

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

4. **RANGE FD - 5**

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

APPENDIX B - CERTIFICATION PAY INCENTIVES

Civil service uniformed personnel shall receive the following monthly pay for certification:

CERTIFICATION	<u>FY 2020-2021 MONTHLY PAY</u>	<u>FY 2021-2022 MONTHLY PAY</u>
Intermediate Firefighter	\$ 30.00	\$ 30.00
Advanced Firefighter	\$ 40.00	\$ 40.00
Master Firefighter	\$ 50.00	\$ 50.00
Fire Inspector	\$ 25.00	\$ 25.00 <u>\$ 35.00</u>
Fire Instructor (1) and (2) Intermediate	\$ 25.00	\$ 25.00
Fire Instructor (3) Master	\$ 35.00	\$ 35.00
Fire Officer I	\$ 25.00	\$ 25.00
<u>Fire Officer 2</u>	<u>\$ 0</u>	<u>\$ 35.00</u>
Arson Investigator (Basic or Intermediate)	\$ 50.00	\$ 50.00
Driver/Operator	\$ 25.00	\$ 25.00
<u>Aerial Driver</u>	<u>\$ 0</u>	<u>\$ 10.00</u>
Fire Investigator	\$ 30.00	\$ 30.00
EMS Instructor	\$ 25.00	\$ 25.00
EMT Intermediate (Firefighter)	\$ 100.00	\$ 100.00
EMT Intermediate (Engineer, Lieutenant, Captain)	\$ 50.00	\$ 50.00
EMT – Paramedic (Firefighter)	\$ 400.00	\$ 400.00 <u>\$ 425.00</u>
EMT- Paramedic (Engineer, Lieutenant, Captain)	\$ 250.00	\$ 250.00

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

RESOLUTION #2020-____

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; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City and Association representatives met for several months to negotiate a new collective bargaining agreement ("the agreement") for the period covering October 1, 2020 to September 30, 2022; and,

WHEREAS, on September 14, 2020, the City received notice that the Association held a meeting of its members and voted to ratify the proposed agreement; and,

WHEREAS, the City Commission needs to vote to ratify the proposed agreement as well; and,

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

I.

THAT the City Manager is authorized and directed on behalf of the City of Kingsville, Texas to enter into a collective bargaining agreement with the Kingsville Professional Firefighter's Association, International Association of Firefighters (IAFF) Local #2390 for the period covering October 1, 2020 to September 30, 2022 in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

PASSED AND APPROVED by a majority vote of the City Commission on the
____ 28th day of _____ September _____, 2020.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS FORM:

Courtney Alvarez, City Attorney

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF KINGSVILLE, TEXAS

AND

KINGSVILLE PROFESSIONAL FIREFIGHTER'S
ASSOCIATION, IAFF LOCAL #2390

October 1, 2020 – September 30, 2022

TABLE OF CONTENTS

ARTICLE 1	INTENT AND PURPOSE.....	4
ARTICLE 2	DEFINITIONS.....	4
ARTICLE 3	DURATION OF THE AGREEMENT	4
ARTICLE 4	AUTHORITY AND NEGOTIATIONS	4
ARTICLE 5	RECOGNITION	5
ARTICLE 6	NON DISCRIMINATION.....	5
ARTICLE 7	CIVIL SERVICE RULES.....	6
ARTICLE 8	NO STRIKE – NO LOCKOUT	6
ARTICLE 9	MANAGEMENT RIGHTS	6
ARTICLE 10	ASSOCIATION RIGHTS & ACTIVITIES	7
ARTICLE 11	PAYROLL DEDUCTION OF DUES.....	8
ARTICLE 12	DUTIES	8
ARTICLE 13	WORKING CONDITIONS.....	9
ARTICLE 14	UNIFORMS	9
ARTICLE 15	WORKING OUT OF CLASSIFICATION.....	10
ARTICLE 16	OVERTIME AND CALLBACK.....	10
ARTICLE 17	COMPENSATORY TIME.....	11
ARTICLE 18	ALTERNATE HIRE PROCESS	12
ARTICLE 19	PROMOTIONS	13
ARTICLE 20	OFF-DUTY EMPLOYMENT	14
ARTICLE 21	LABOR MANAGEMENT COMMITTEE.....	14
ARTICLE 22	GRIEVANCE PROCEDURE.....	14
ARTICLE 23	LEGAL PROCEDURE.....	17
ARTICLE 24	DRUG TESTING	18
ARTICLE 25	HOLIDAYS.....	20
ARTICLE 26	VACATION.....	20
ARTICLE 27	SICK LEAVE.....	21
ARTICLE 28	SPECIAL LEAVES.....	22
ARTICLE 29	MISCELLANEOUS PROVISIONS.....	23

ARTICLE 30 INSURANCE	24
ARTICLE 31 MUSCULAR DYSTROPHY FUND-RAISER (MDA)	24
ARTICLE 32 WAGES	25
ARTICLE 33 EDUCATION AND CERTIFICATION PAY	25
ARTICLE 34 LONGEVITY	26
ARTICLE 35 NON-WAIVER	26
ARTICLE 36 MAINTENANCE OF STANDARDS	26
ARTICLE 37 DECLARATION OF THE FULL AND FINAL SCOPE OF AGREEMENT	26
ARTICLE 38 SAVINGS CLAUSE	26
APPENDIX A - WAGE SCHEDULE	28
APPENDIX B - CERTIFICATION PAY INCENTIVES	29

ARTICLE 1 INTENT AND PURPOSE

The following Agreement by and between the City of Kingsville, Texas, hereinafter referred to as “the City” and the Kingsville Professional Fire Fighters Association IAFF Local # 2390, hereinafter referred to as “the Association” is recorded in accordance with the Fire and Police Employee Relations Act of the State of Texas. The City and the Association agree that the primary purposes of this Agreement are the provision of efficient and uninterrupted performance of the municipal firefighting and emergency medical services and to adjust the rates of pay, hours of work, the terms and conditions of employment for those employees and provide for the equitable and orderly adjustment of grievances which may arise during the term of this Agreement. The Agreement has been reached through the process of collective bargaining with the objective of fostering effective and harmonious cooperation between the City and its Firefighters. Therefore, this Agreement is intended in all respects to be in the public interest.

ARTICLE 2 DEFINITIONS

1. “City” means the City of Kingsville.
2. “Association” means the Kingsville Professional Fire Fighters Association, IAFF Local # 2390.
3. “Member or Members of the Bargaining Unit” means all members of the fire department excluding Fire Chief, Volunteer firefighters and non-classified employees.
4. “Supervisor” means any officer with the rank of Lieutenant or above.
5. “Civil Service Commission” means the Fire and Police Civil Service Commission of the City of Kingsville.
6. “Chief” means the Fire Chief of the City of Kingsville.
7. “Regular hours” means actual hours worked including holiday hours and vacation hours.
8. “Essential Personnel” means all members of the fire department.
9. “Long Term” means eleven (11) working shift or more.

ARTICLE 3 DURATION OF THE AGREEMENT

SECTION 1 EFFECTIVE DATES

This Agreement shall be effective as of the first full payroll of Fiscal Year 2020-2021 in October 2020 and shall remain in full force and effect until the last full payroll of fiscal year 2022.

SECTION 2 CONTINUATION OF AGREEMENT

Should an impasse be reached during negotiations between City and the Association regarding changes or additional provisions for a successor Agreement, the City agrees that all terms of this Agreement, including wages which shall remain at the September 30th, 2022 rates, shall remain in full force and effect for a period of one (1) year.

ARTICLE 4 AUTHORITY AND NEGOTIATIONS

SECTION 1 NOTIFICATION BY ASSOCIATION

Whenever wages, rates of pay, or any other matters requiring appropriation of monies by the City are included as a matter of collective bargaining, it shall be the obligation of the Association to serve written

notice of the request for collective bargaining on the City at least one hundred twenty (120) days prior to the conclusion of the fiscal year.

SECTION 2 MEETING OBLIGATION

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

SECTION 3 NOTICES

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

SECTION 4 COMMUNICATION

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

ARTICLE 5 RECOGNITION

The City of Kingsville recognized the Kingsville Professional Fire Fighters Association, IAFF Local # 2390, as the sole and exclusive Bargaining Agent for all Fire Fighters as that term is defined in Section 174.003 of the Fire and Police Employees Relations Act, with the sole exception of the Fire Chief, by this term it is intended to include all permanent paid employees of the Department who have been hired in substantial compliance with provisions of the Texas Local Government Code, Chapter 143 but does not include civilians or other employees. The parties agree that the Kingsville Fire Department is the primary provider of fire, rescue and EMS services within the corporate limits of the City of Kingsville, save and except for mutual aid status arrangements created by the City Commissioners under inter-local cooperation agreements with surrounding cities and volunteer fire departments and for the City of Kingsville Code of Ordinances Chapter XI, Article 2 Ambulance Service.

ARTICLE 6 NON DISCRIMINATION

SECTION 1 APPLICATION

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

SECTION 2 ASSOCIATION MEMBERS

The City agrees not to discriminate against any member of the bargaining unit for their lawful activity on behalf of, or membership in, the Association. The Association and the City recognize that no employee is

required to join the Association, but that each employee has the right to choose of their own free will whether or not to join the Association. Neither the City nor the Association shall exert any pressure for or against any member covered by this Agreement in regard to such matters.

ARTICLE 7 CIVIL SERVICE RULES

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

ARTICLE 8 NO STRIKE – NO LOCKOUT

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

ARTICLE 9 MANAGEMENT RIGHTS

SECTION 1 MANAGEMENT RIGHTS

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

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

SECTION 2 RULES AND REGULATIONS

The City recognizes the responsibility of management to reduce Standard Instruction, Rules and Regulations, and Standing Orders to writing and to maintain the same at each fire station in order to achieve a uniform interpretation and application of such directives and regulations within the contract years. The City may amend, repeal or supplement Standard Instruction, Rules and Regulations, and

Standing Orders at any time. Any changes or additions to such Standard Instructions, Rules and Regulations, and Standing Orders will not be valid until posted at each Fire Station.

SECTION 3 NON-INTERFERENCE IN PERSONAL LIVES

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

ARTICLE 10 ASSOCIATION RIGHTS & ACTIVITIES

SECTION 1 NEGOTIATING TEAM

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

SECTION 2 ASSOCIATION ACTIVITY

The Association may schedule small committee meetings pertinent to Association business on Fire Department property in so far as such meetings are not disruptive of the duties of the firefighters or the efficient operation of the Fire Department, provided however, that permission for such meetings shall be obtained 72 hours in advance from the Fire Chief prior to meeting.

SECTION 3 OTHER ASSOCIATION FUNCTIONS

A maximum of four (4) members of the Association which includes the Association president and one (1) association officer shall be allowed three (3) shifts off using personal leave each year of the Agreement term, to attend the Association's State Convention and a like number of shifts off to attend the Association's International Convention.

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

SECTION 4 ASSOCIATION PRESIDENT

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

The Fire Chief reserves the right to revoke this special duty during emergencies or when the welfare of the citizens of Kingsville is placed in jeopardy. The Association President, as part of their duties, reserves the right to speak, visit with the men and women who are members of the Association, as well as to tour existing Fire Department facilities and review existing equipment toward the goal of improving the quality

of working conditions for the firefighters of the City of Kingsville. In addition, the President may participate as the duly elected representative of members of the bargaining unit in any discussion that may affect the working conditions of any Association member.

SECTION 5 ACTION OUTSIDE THE CITY LIMITS

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

ARTICLE 11 PAYROLL DEDUCTION OF DUES

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

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

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

ARTICLE 12 DUTIES

Members of the bargaining unit shall be assigned to perform duties within the Chief's discretion including, but not limited to, firefighting, fire prevention, fire dispatch, rescues, emergency medical service, public safety education, training, project management, care and maintenance of facilities (for example, changing filters, maintaining yard, trash disposal, changing light bulbs, sweeping, mowing, dusting, dishes, laundry, etc.), equipment and apparatus not to include structural or other types of projects requiring licensing and/or permits.

ARTICLE 13 WORKING CONDITIONS

SECTION 1 HOURS OF WORK

24 Hour Shifts

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

40 Hour Work Week

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

SECTION 2 SCHEDULING

The Chief retains the right to make temporary assignments, details and other schedule revisions for operational purposes, provided the regularly assigned schedule shall be stated herein. The days and hours of work for forty (40) hour members of the bargaining unit shall be subject to determination by the Chief as long as said member is given two (2) calendar days advance notice to such change in their working schedule.

SECTION 3 SHIFT ASSIGNMENT

Members shall receive at a minimum of 72 hours of notice prior to long-term shift assignment and/or shift change.

ARTICLE 14 UNIFORMS

SECTION 1 DESCRIPTION

The City shall furnish all members with fire-retardant work uniforms, which may include one pair of shoes, upon initial hire or promotion (if uniform modifications are required) without cost to members. The Chief or designee shall provide replacements as necessary. A complete uniform list is defined as

Year 1 – FY 2020-2021

Work Uniform Shirts (initial issue: 3)
Work Uniform Pants (initial issue: 3)
Jacket (initial issue: 1)
Boots (initial issue: 1 pair)

Year 2 – FY 2021-2022

Work Uniform Shirts (initial issue: 4)
Work Uniform Pants (initial issue: 4)
Jacket (initial issue: 1)
Boots (initial issue: 1 pair)

SECTION 2 PROVISION

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

SECTION 3 REPLACEMENT

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

SECTION 4 CLEANING

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

ARTICLE 15 WORKING OUT OF CLASSIFICATION

Any member of the bargaining unit assigned to perform the duties of a higher classification by the Chief and in his absence by the officer in charge for a period of 1 hour or more during a shift shall be paid the base salary of the higher classification, plus their own longevity, and certification and/or educational pay, for the period of time which the member is required to work such higher classification. Only the rank of Firefighter may be assigned to fill the rank of Engineer, only the rank of Engineer may be assigned to fill the rank of a Lieutenant, and only the rank of Lieutenant may be assigned to fill the rank of a Captain. Members of the bargaining unit certified as a Paramedic shall be ineligible to work out of classification when only one member certified as Paramedic is on duty.

All efforts will be made to assign only personnel who have at least two (2) years of service (calculated as of date of hire) before assigning the member temporarily to a higher classification.

All efforts will be made to assign only personnel who have at least one (1) year of experience holding rank of Engineer or above (calculated as of date of promotion) before assigning the member temporarily to a higher classification.

Should a staffing issue arise, the Fire Chief or their designee has the authority to assign personnel as needed to fill the higher classification.

ARTICLE 16 OVERTIME AND CALLBACK**SECTION 1 OVERTIME****24 HOUR SHIFT MEMBERS OVERTIME CALCULATION**

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

Hours worked on an actual holiday will be counted as overtime and paid one and half (1 ½) times regular rate of pay. Each twenty-four (24) hour member on duty at 8:00 a.m. when a holiday occurs shall be paid one and a half (1 ½) times their hourly rate of pay.

40 HOUR WORK WEEK MEMBERS OVERTIME CALCULATION

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

SECTION 2 SCHEDULED VOLUNTARY OVERTIME

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

SECTION 3 EMERGENCY CALL BACK VOLUNTARY OVERTIME

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

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

SECTION 4 OUT OF CLASSIFICATION OVERTIME

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

SECTION 5 MANDATORY OVERTIME (RECALL)

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

SECTION 6 PAYMENT OF OVERTIME

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

ARTICLE 17 COMPENSATORY TIMESECTION 1 ELECTION

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

SECTION 2 RECORDS

The Fire Department administrative staff shall maintain records of compensatory time for each member of the bargaining unit.

SECTION 3 USE

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

ARTICLE 18 ALTERNATE HIRE PROCESS

SECTION 1 ELIGIBILITY

Applicants must have all of the following to be eligible under this process and will not be required to take an entry level exam:

- A. Basic Structural Firefighter certification through Texas Commission of Fire Protection (TCFP).
- B. Emergency Medical Technician Paramedic certification through Texas Department of State Health Services (TDSHS) or National Registry.
- C. Two (2) years of experience as a certified/licensed paramedic.
- D. Applicant must be between the ages of 19 and 45 years of age.
- E. Valid Texas Department of Public Safety Driver's License

SECTION 2 ENTRY REQUIREMENTS

Applicants must successfully complete processes required by entry-level candidates of application, agility, interview, physical, drug screen and psychological examination.

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

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

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

SECTION 3 RE-HIRE

Former City of Kingsville firefighters with less than two (2) years break in City of Kingsville service may be considered for rehire.

- Meet current position requirement for Firefighter
 - 1) Background
 - 2) Agility
 - 3) Physical
 - 4) Psychological
 - 5) Drug Screen
- Resigned from City on voluntary basis, and left the City in good standing
- Makes application for rehire within two (2) years of the date of resignation from City

- Former City employees rehired will be placed in position of Firefighter.
- Rehired employees will not be able to test for a qualified ranking position until the completion of two (2) years of service.
- Rehired employees shall be considered as newly hired employees for seniority purposes.

ARTICLE 19 PROMOTIONS

SECTION 1 PROMOTIONAL PROCEDURES

The promotional examination shall consist of the following:

A. Written Examination

1. Candidates must score at least seventy percent (70%) or better on the written examination to advance to the next step of the promotional procedure. The written examination shall count as seventy percent (70%) of the total promotional score.
2. Any change in the Promotional Reading Lists shall be posted in January no later than January 31st of each year.

B. Skills Assessment

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

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

SECTION 2 SENIORITY POINTS

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

Uninterrupted service in
Kingsville Fire Department

1 point per year of service
(up to 10)

SECTION 3 PROMOTIONAL ELIGIBILITY LIST

Once candidates have received their total promotional scores, their name shall be placed on a promotional eligibility list in the order of highest score to lowest score. The Eligibility List shall be valid for one (1) year from the date of Civil Service Commission Approval.

SECTION 4 DRUG/ALCOHOL TESTING

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

ARTICLE 20 OFF-DUTY EMPLOYMENT

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

ARTICLE 21 LABOR MANAGEMENT COMMITTEE

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

ARTICLE 22 GRIEVANCE PROCEDURE**SECTION 1 SCOPE OF PROCEDURE**

The City and the Association agree that the purpose of this grievance procedure is to provide a just and equitable method for resolving disagreements between the parties, involving the interpretation, application or alleged violations of this Collective Bargaining Agreement. For the purposes of this article only, working days are defined as Monday-Friday, excluding weekends and City holidays.

SECTION 2 GRIEVANCE PROCEDURES

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

Step 1. The Association, or any member covered by this Agreement, having a matter which is felt to be a grievance, shall submit, within ten (10) working days of the actual event causing the problem, a written grievance to the Association Grievance Committee.

The grievance shall include:

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

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

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

Step 3

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

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

Step 5. If the grievance is not resolved at Step 4, the Association Grievance committee may request arbitration. If a grievance is requested to be submitted to arbitration, the City and the Association shall first attempt to mutually agree on an arbitrator. If after ten (10) working days the parties fail to agree upon an arbitrator, a list of seven (7) neutral arbitrators shall be requested from the American Arbitration

Association or the Federal Mediation and Conciliation Services (F. M. C. S.). Within ten (10) working days from receipt of the list, the Association and the City shall alternate in striking a name from the list until only one name remains. If neither party volunteers to strike a name first, it shall be decided by flipping a coin. The arbitrator will advise the parties of their availability for arbitration of the grievance.

SECTION 3 ARBITRATION

A. Scope of Arbitrator/Arbitration

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

B. Arbitration Expenses

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

C. Rules for Arbitration Hearings

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

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

Judicial rules of evidence need not be strictly followed; however, witnesses may be placed under the rule. The arbitrator shall not communicate with parties or witnesses relating to the facts or subject matter of the case outside of the arbitration hearing.

SECTION 4 TIME LIMITS

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

SECTION 5 DUE DATE

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

ARTICLE 23 LEGAL PROCEDURE**SECTION 1 LEGAL DEFENSE**

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

SECTION 2 NO OBLIGATIONS

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

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

SECTION 3 NOTIFICATION

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

SECTION 4 CORRESPONDENCE WITH CITY ATTORNEY

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

SECTION 5 COOPERATION OF FIREFIGHTER

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

SECTION 6 OTHER RIGHTS AND OBLIGATIONS OF CITY

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

ARTICLE 24 DRUG TESTINGSECTION 1 APPLICABILITY

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

SECTION 2 CHOICE OF MANAGER

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

SECTION 3 RANDOM TESTING

All City employees are subject to random testing without cause.

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

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

SECTION 4 TESTING FOR CAUSE

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

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

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

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

SECTION 5 COMPLIANCE WITH POLICY AND DISCIPLINARY ACTION

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

SECTION 6 RECORDS PROCEDURES

Release of Information

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

Reporting Conviction to Federal Agency

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

SECTION 7 OFF DUTY CONDUCT

No off duty conduct shall impair on-duty performance notwithstanding anything else to the contrary herein the provisions of this section only shall apply to all substances, i.e., alcoholic beverages, inhalants, illegal drugs, and prescription drugs.

SECTION 8 HOLD HARMLESS

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

ARTICLE 25 HOLIDAYS

SECTION 1 DESIGNATED HOLIDAYS

Each firefighter shall receive the following eight (8) holidays per year:

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

The Holiday shall be on the actual holiday.

SECTION 2 HOLIDAY LEAVE

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

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

The current practice of adding holidays to vacation time or taking them individually shall be retained. Nothing herein shall be interpreted in such a manner, which would deprive the Chief of his right to cancel a member's scheduled holiday when the Chief determines there is an imminent threat. The member's responsibility for scheduling a holiday shall end when they receive their signed copy of the holiday request form.

B. Members assigned to a forty (40) hour work week shall be entitled to observe the holidays authorized under City policy.

ARTICLE 26 VACATION

SECTION 1 VACATION LEAVE ACCRUALS

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

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

The City shall post an accounting of vacation accrual on the member's pay stub.

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

SECTION 2 CANCELLATION OF LEAVE

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

SECTION 3 LEAVE

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

SECTION 4 SEPARATION PAY

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

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

ARTICLE 27 SICK LEAVESECTION 1 SICK LEAVE ACCRUAL

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

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

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

The City shall post an accounting of sick leave accrual on the member's pay stub.

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

SECTION 2 USE OF LEAVE

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

SECTION 3 SICK LEAVE BUY BACK

Any member assigned a 24 hour shift who has completed probation may elect to sell up to one hundred and eighty (180) hours of accumulated sick leave annually (December), or up to ninety (90) hours bi-

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

SECTION 4 SEPARATION PAY

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

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

B. Members assigned to 40 hour work weeks shall be paid all accumulated sick leave not to exceed eight hundred (800) hours of accumulated sick leave at the time of separation at the regular rate of pay. Sick leave hours sold under buy back procedures plus sick leave separation pay shall not exceed eight hundred (800) hours for members assigned to a 40 hour work week.

ARTICLE 28 SPECIAL LEAVES

SECTION 1 BEREAVEMENT LEAVE

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

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

B. Member(s) working a 40-hour workweek shall be granted 3 consecutive calendar days off of bereavement leave following the death of a family member as defined below.

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

ARTICLE 29 MISCELLANEOUS PROVISIONS

SECTION 1 EYEGLASS REPLACEMENT

The City agrees to reimburse members of the bargaining unit for prescription eyeglasses broken or damaged during the course of employment up to \$200 for the repair or replacement of frames and lenses. Members may select more expensive eyeglasses by paying the additional cost.

SECTION 2 COPY OF AGREEMENT

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

SECTION 3 DIRECT DEPOSIT

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

SECTION 4 RESIDENCY

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

SECTION 5 CERTIFICATION MAINTENANCE

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

SECTION 6 SAFETY

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

SECTION 7 APPOINTMENT OF AN ASSISTANT FIRE CHIEF

The Fire Chief may at his sole discretion appoint from the staff of the Department an Assistant Fire Chief of Operations. A firefighter appointed to the position of Assistant Fire Chief must have been employed by the Department for at least five (5) continuous years and immediately before the appointment hold the rank of Lieutenant or above. The appointed firefighter shall serve at the pleasure of the Chief and may be demoted to previously held civil service rank without cause.

ARTICLE 30 INSURANCE

SECTION 1 HEALTH INSURANCE

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

SECTION 2 LIFE INSURANCE

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

SECTION 3 RETIREES

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

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

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

ARTICLE 31 MUSCULAR DYSTROPHY FUND-RAISER (MDA)

SECTION 1 ANNUAL EVENT

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

SECTION 2 SCHEDULE

The "Fill the Boot" fund-raiser will be scheduled annually on three (3) work shifts. Should any shift scheduled on a day to collect for "Fill the Boot" get canceled due to inclement weather or any other type of unforeseen emergency, another date shall be scheduled.

SECTION 3 RESPONSE TO SERVICE CALLS

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

SECTION 4 ASSOCIATION RESPONSIBILITY

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

ARTICLE 32 WAGES

Wages for Fiscal Year 2020-2021 and Fiscal Year 2021-2022 shall be paid as set forth in Appendix A.

During the term of this agreement the employees covered under this agreement shall be paid the higher of the wage schedule in Appendix A or any general cost of living adjustments (COLA) given across the board to all city employees.

ARTICLE 33 EDUCATION AND CERTIFICATION PAYSECTION 1 EDUCATION

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

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

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

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

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

SECTION 2 CERTIFICATION

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

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

ARTICLE 34 LONGEVITY

SECTION 1 RATES

Longevity will be paid at the rate of four dollars and seventy-five cents (\$4.75) for Fiscal Year 2020-2021 and five dollars (\$5.00) for Fiscal Year 2021-2022 per month to be paid at these rates for each year of service in the department not to exceed twenty-five (25) years of service for the remainder of this agreement.

SECTION 2 ARTICLE PROVISION

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

ARTICLE 35 NON-WAIVER

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

ARTICLE 36 MAINTENANCE OF STANDARDS

All economic benefits, privileges and working conditions enjoyed by the members of the bargaining unit which are properly and lawfully in effect in the Department as to matters subject to mandatory bargaining under TLGC Chapter 174, as of the effective date of this Agreement, shall remain unchanged for the duration of this agreement.

ARTICLE 37 DECLARATION OF THE FULL AND FINAL SCOPE OF AGREEMENT

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

ARTICLE 38 SAVINGS CLAUSE

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

IN WITNESS WHEREOF, we have executed this agreement this the 28th day of September, 2020.

CITY OF KINGSVILLE

KINGSVILLE PROFESSIONAL FIREFIGHTERS ASSOCIATION,
IAFF LOCAL #2390

BY: _____
MARK MCLAUGHLIN, CITY MANAGER

BY: _____
STEVE PALACIOS, PRESIDENT, IAFF LOCAL 2390

APPENDIX A - WAGE SCHEDULE

			FY 2020- 2021 YEAR 1	FY 2021- 2022 YEAR 2
FD - 5	CAPTAIN A	0-12 MONTHS	\$ 20.10	\$ 20.70
FD - 5	CAPTAIN B	13+ MONTHS	\$ 20.71	\$ 21.33
FD - 4	LIEUTENANT		\$ 19.51	\$ 20.10
FD - 3	ENGINEER A	0-12 MONTHS	\$ 17.70	\$ 18.23
FD - 3	ENGINEER B	13+ MONTHS	\$ 18.33	\$ 18.88
FD - 2	FIREFIGHTER B	13+ MONTHS	\$ 16.08	\$ 16.57
	FIRE MARSHAL		\$ 28.71	\$ 29.57

*Notes: Payroll system rounding may change cent(s) +/-

FY 2020-2021 and FY 2021-2022 wages are effective the first day of the first full pay period

1. **RANGE FD - 2**

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

2. **RANGE FD - 3**

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

3. **RANGE FD - 4**

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

4. **RANGE FD - 5**

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

APPENDIX B - CERTIFICATION PAY INCENTIVES

Civil service uniformed personnel shall receive the following monthly pay for certification:

CERTIFICATION	FY 2020-2021 MONTHLY PAY	FY 2021-2022 MONTHLY PAY
Intermediate Firefighter	\$ 30.00	\$ 30.00
Advanced Firefighter	\$ 40.00	\$ 40.00
Master Firefighter	\$ 50.00	\$ 50.00
Fire Inspector	\$ 25.00	\$ 35.00
Fire Instructor (1) and (2) Intermediate	\$ 25.00	\$ 25.00
Fire Instructor (3) Master	\$ 35.00	\$ 35.00
Fire Officer I	\$ 25.00	\$ 25.00
Fire Officer 2	\$ 0	\$ 35.00
Arson Investigator (Basic or Intermediate)	\$ 50.00	\$ 50.00
Driver/Operator	\$ 25.00	\$ 25.00
Aerial Driver	\$ 0	\$ 10.00
Fire Investigator	\$ 30.00	\$ 30.00
EMS Instructor	\$ 25.00	\$ 25.00
EMT Intermediate (Firefighter)	\$ 100.00	\$ 100.00
EMT Intermediate (Engineer, Lieutenant, Captain)	\$ 50.00	\$ 50.00
EMT – Paramedic (Firefighter)	\$ 400.00	\$ 425.00
EMT- Paramedic (Engineer, Lieutenant, Captain)	\$ 250.00	\$ 250.00

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

AGENDA ITEM #6

RESOLUTION #2020-_____

RESOLUTION AMENDING THE RESOLUTION ORDERING THE CITY OF KINGSVILLE GENERAL AND SPECIAL ELECTION, DESIGNATING VOTING PRECINCTS, ESTABLISHING ELECTION PROCEDURES AND APPOINTING EARLY VOTING CLERK.

WHEREAS, the City Commission of the City of Kingsville pursuant to Article V, Section 9 of the Charter of the City of Kingsville, shall conduct, and the results canvassed and announced by the election authorities prescribed by the General Election Laws of the State of Texas, and said General Election Laws shall control in all municipal elections, except as otherwise herein provided; and

WHEREAS, a resolution ordering the City General and Special Election to be held on Saturday, May 2, 2020, as prescribed by the General Election Laws of the State of Texas, was approved at the City Commission at a meeting on February 10, 2020 via Resolution #2020-11 for the purpose of electing a Mayor, four City Commissioners (since all five commission members' terms expire in May 2020) and for Charter Amendments; and

WHEREAS, on March 13, 2020, the Governor of Texas certified that the novel coronavirus (COVID-19) poses an imminent threat of disaster and, under the authority vested in the Governor by Section 418.014 of the Texas Government Code, declared a state of disaster for all counties in Texas; and

WHEREAS, pursuant to Section 418.016 of the Texas Government Code, the Governor has the express authority to suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business or the orders or rules of a state agency if strict compliance with the provisions, orders, or rules would in any way prevent, hinder, or delay necessary action in coping with a disaster; and

WHEREAS, the Governor signed a proclamation on March 18, 2020 suspending Sections 41.0052(a) and (b) of the Texas Election Code to the extent necessary to allow political subdivisions that would otherwise hold elections on May 2, 2020, to move their general and special elections for 2020 only to the next uniform election date, occurring on November 3, 2020, without otherwise adjusting the term of office; and

WHEREAS, the March 18, 2020 Proclamation also stated that the authority ordering the election under Section 3.004 of the Texas Election Code is authorized to make the decision to postpone its election in accordance with the proclamation; and

WHEREAS, the Proclamation further stated that current office holders will hold over to the extent authorized by Article XVI, Section 17 of the Texas Constitution; and

WHEREAS, in an effort to protect voters and election workers and to reduce the spread of the virus, on March 23, 2020 the City Commission of the City of Kingsville, Texas approved Resolution #2020-24 and exercised the authority granted to it in the Proclamation from Governor Abbott dated March 18, 2020 to postpone the General and Special Election that was to be held on Saturday, May 2, 2020 for the purpose of electing a Mayor, four City Commissioners, and for Charter Amendments until Tuesday, November 3, 2020, which is the next uniform election date; and

WHEREAS, on April 27, 2020 the City Commission opted to go into a joint election with the Kleberg County Clerk's Office for the November 3, 2020 election; and

WHEREAS, Section 42.0621(a) of the Texas Election Code states that in an election held on the November uniform election date, the political subdivisions to which Section 42.002(a)(5) applies shall use the regular county election precincts.

BE IT ORDAINED, by the City Commission of the City of Kingsville, Texas that an election be held in said City on the 3rd day of November 2020 for the purpose of electing a Mayor, four City Commissioners and for Charter Amendments, as the proposed amendments were previously authorized on February 10, 2020 in Resolution #2020-12 and are incorporated herein by reference.

BE IT FURTHER ORDAINED that this City have fifteen election voting precincts.

COUNTY VOTING PRECINCT

11, 12, 13, 14
21, 22, 23, 24
31, 32,
41, 42, 43, 44, 45

THAT this City shall hold the election between 7:00 A.M. and 7:00 P.M. at the following places in said City.

Precinct #11	Wild Horse Mall-Main Entrance	1601 S. Highway 77, Kingsville TX
Precinct #12	H.M. King High School	2210 Brahma Blvd., Kingsville, TX
Precinct #13	Coastal Bend Fellowship Church Hall	1500 E. Caesar St., Kingsville, TX
Precinct #14	Harvey Elementary School	1301 E. Kenedy Ave., Kingsville, TX
Precinct #21	Kleberg Elementary School	900 N. 6 th St. & Nettie, Kingsville, TX
Precinct #22	Henrietta Memorial-King Ranch Museum	405 N. 6 th St. Kingsville, TX
Precinct #23	University Baptist Church	1324 N. Armstrong, Kingsville, TX
Precinct #24	Santa Gertrudis School	803 Santa Rosa Rd., Kingsville, TX
Precinct #31	Knights of Columbus Hall #3389	320 Gen. Cavazos Blvd., Kingsville, TX
Precinct #32	Memorial Middle School	915 S. Armstrong, Kingsville, TX
Precinct #41	Romeo L. Lomas Human Services	1109 E. Santa Gertrudis, Kingsville, TX
Precinct #42	Gillett Intermediate School	1007 N. 17 th St., Kingsville, TX
Precinct #43	Early Voting Annex Office	720 E. King at 12 th St., Kingsville, TX
Precinct #44	Kingsville ISD Admin. Bldg.	207 N. 3 rd St., Kingsville, TX
Precinct #45	St. Martin's Church Parish Hall	504 E. Ella, Kingsville, TX

BE FURTHER RESOLVED THAT: the method of voting for Early Voting by personal appearance and by mail and voting on Election day will be by use of paper ballot and Auto Mark Voting System and be processed through the M100 Paper Ballot Tabulator for the results.

THAT: The Kleberg County Clerk Stephanie Garza or designated person is hereby appointed Clerk for Early Voting. Early voting for the election will be held Tuesday, October 13, 2020 through Friday, October 30, 2020 and shall be held at the Early Voting Annex Office located at 720 E. King at 12th Street, Kingsville, TX and said place of early voting shall remain open on weekdays and weekends between the hours of 8:00 A.M. and 5:00 P.M. with the exception of two week days where early voting will take place from 7:00 A.M. to 7:00 P.M. The dates and times for early voting will be as followed:

Tuesday, October 13, 2020 through Saturday, October 17, 2020	8:00 A.M. to 5:00 P.M.
Monday, October 19, 2020 through Saturday, October 24, 2020	8:00 A.M. to 5:00 P.M.
Monday, October 26, 2020 & Tuesday, October 27, 2020	7:00 A.M. to 7:00 P.M.
Wednesday, October 28, 2020 through Friday, October 30, 2020	8:00 A.M. to 5:00 P.M.

THAT: the City Secretary Mary Valenzuela or designated person shall give notice of said election by publishing the notice at least one time in at least one newspaper of general circulation in the City; that the Kleberg County Clerk Stephanie Garza or designated person is hereby authorized and instructed to provide and furnish all necessary election supplies to conduct said election; and that the Presiding Officer of the Commission shall issue all necessary orders, writs and notices for said election and returns of said election shall be made to the City Commission.

BE IT FINALLY RESOLVED that in accordance with the order of this governing body, the City Secretary Mary Valenzuela posted written notice of the date, place and subject of this meeting, and said notice having been so posted and remaining posted and continuously for at least 72 hours preceding the scheduled time of said meeting.

PASSED AND APPROVED by majority vote of the City Commission of the City of Kingsville, Texas this the 28th day of September 2020.

Sam R. Fugate, Mayor

Edna Lopez, Commissioner

Hector Hinojosa, Commissioner

Dianne Leubert, Commissioner

Arturo Pecos, Commissioner

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

RESOLUCIÓN #2020-_____

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.

POR CUANTO, la Comisión Municipal de la Ciudad de Kingsville conforme a la Sección 9 del Artículo V de la Carta Municipal de la Ciudad de Kingsville, deberá realizar, y las autoridades electorales estipuladas por las Leyes de Elecciones Generales del Estado de Texas deberán realizar el escrutinio y anuncio de los resultados, y dichas Leyes de Elecciones Generales deberán gobernar en todas las elecciones municipales, salvo disposición en contrario del presente documento; y

POR CUANTO, una resolución ordenando que las Elecciones Generales y Especiales de la Ciudad se realizaran el sábado 2 de mayo del 2020, según lo ordenado por las Leyes de Elecciones Generales del Estado de Texas, fue aprobada en la Comisión Municipal en una reunión del 10 de febrero del 2020 vía la Resolución #2020-11 para la elección de un Alcalde y cuatro Comisionados Municipales (porque los mandatos de los cinco miembros de la Comisión terminan en mayo del 2020) y para Enmiendas a la Carta Municipal; y

POR CUANTO, el 13 de marzo del 2020, el Gobernador de Texas declaró que el nuevo coronavirus (COVID-19) constituye una amenaza inminente de desastre y, en virtud de la autoridad a él conferida por la Sección 418.014 del Código de Gobierno de Texas (Texas Government Code), declaró estado de desastre para todos los condados de Texas; y

POR CUANTO, conforme a la Sección 418.016 del Código de Gobierno de Texas, el Gobernador tiene autorización expresa para suspender las disposiciones de cualquier ley regulatoria que dicte los procedimientos para el ejercicio de las actividades estatales o las órdenes o reglas de un órgano estatal si el cumplimiento estricto de las disposiciones, órdenes o reglas impidiera, dificultare o demorare en modo alguno las medidas necesarias para hacerle frente a un desastre; y

POR CUANTO, el Gobernador firmó una proclama el 18 de marzo del 2020 suspendiendo las Secciones 41.0052(a) y (b) del Código Electoral de Texas en la medida necesaria para permitir que las subdivisiones políticas que de lo contrario celebrarían elecciones el 2 de mayo del 2020, aplazaran sus elecciones generales y especiales sólo en el 2020 hasta la próxima fecha uniforme de elecciones, que es el 3 de noviembre del 2020, sin por lo demás ajustar el período de mandato; y

POR CUANTO, la Proclama del 18 de marzo del 2020 decía también que la autoridad que ordena las elecciones según la Sección 3.004 del Código Electoral de Texas está autorizada para tomar la decisión de posponer sus elecciones de conformidad con la proclama; y

POR CUANTO, la Proclama decía además que los actuales titulares de cargos continuarán en la medida autorizada por la Sección 17 del Artículo XVI de la Constitución de Texas; y

POR CUANTO, en un esfuerzo por proteger a los electores y los trabajadores electorales y por reducir la propagación del virus, el 23 de marzo del 2020 la Comisión Municipal de la Ciudad de Kingsville, Texas aprobó la Resolución #2020-24 y ejerció la autoridad a ella otorgada por la Proclama del Gobernador Abbott de fecha 18 de marzo del 2020 de posponer las Elecciones Generales y

Especiales que iban a realizarse el sábado 2 de mayo del 2020, para la elección de un Alcalde y cuatro Comisionados Municipales y para Enmiendas a la Carta Municipal, hasta el martes 3 de noviembre del 2020, que es la próxima fecha uniforme de elecciones; y

POR CUANTO, el 27 de abril del 2020 la Comisión Municipal optó por entrar en elecciones conjuntas con la Oficina del Secretario del Condado de Kleberg para las elecciones del 3 de noviembre del 2020; y

POR CUANTO, la Sección 42.0621(a) del Código Electoral de Texas dice que en elecciones efectuadas en la fecha uniforme de elecciones de noviembre, las subdivisiones políticas a las que corresponde la Sección 42.002(a)(5) han de utilizar los distritos electorales regulares del condado.

ORDÉNASE, por la Comisión Municipal de la Ciudad de Kingsville, Texas, que se celebren elecciones en dicha Ciudad el día 3 de noviembre del 2020 para elegir un Alcalde y cuatro Comisionados Municipales y para Enmiendas a la Carta Municipal, propuestas de enmiendas que fueron previamente autorizadas el 10 de febrero del 2020 en la Resolución #2020-12 y se tienen por aquí reproducidas como si a la letra se insertasen.

ORDÉNASE ADEMÁS que esta Ciudad tenga quince recintos de votación para las elecciones.

DISTRITOS ELECTORALES DE VOTACIÓN DEL CONDADO

11, 12, 13, 14
21, 22, 23, 24
31, 32,
41, 42, 43, 44, 45

QUE esta Ciudad deberá efectuar las elecciones entre las 7:00 A.M. y las 7:00 P.M. en los siguientes lugares en dicha Ciudad.

Distrito Electoral #11	Wild Horse Mall- Main Entrance	1601 S. Highway 77, Kingsville TX
Distrito Electoral #12	H.M. King High School	2210 Brahma Blvd., Kingsville, TX
Distrito Electoral #13	Coastal Bend Fellowship Church Hall	1500 E. Caesar St., Kingsville, TX
Distrito Electoral #14	Harvey Elementary School	1301 E. Kenedy Ave., Kingsville, TX
Distrito Electoral #21	Kleberg Elementary School	900 N. 6 th St. & Nettie, Kingsville, TX
Distrito Electoral #22	Henrietta Memorial-King Ranch Museum	405 N. 6 th St., Kingsville, TX
Distrito Electoral #23	University Baptist Church	1324 N. Armstrong, Kingsville, TX
Distrito Electoral #24	Santa Gertrudis School	803 Santa Rosa Rd., Kingsville, TX
Distrito Electoral #31	Knights of Columbus Hall #3389	320 Gen. Cavazos Blvd., Kingsville, TX
Distrito Electoral #32	Memorial Middle School	915 S. Armstrong., Kingsville, TX
Distrito Electoral #41	Romeo L. Lomas Human Services	1109 E. Santa Gertrudis, Kingsville, TX
Distrito Electoral #42	Gillett Intermediate School	1007 N. 17 th St., Kingsville, TX
Distrito Electoral #43	Early Voting Annex Office	720 E. King at 12 th St., Kingsville, TX
Distrito Electoral #44	Kingsville ISD Admin. Bldg.	207 N. 3 rd St., Kingsville, TX
Distrito Electoral #45	St. Martin's Church Parish Hall	504 E. Ella, Kingsville, TX

RESUÉLVESE ASIMISMO QUE: el método de votación para la Votación Anticipada en persona y por correo y la votación el Día de las Elecciones será mediante utilización de boleta de papel y Sistema de votación de marca y para los resultados se procesará a través de Tabulador M100 para Boletas de Papel.

QUE: Por este medio se nombra a la Secretaria del Condado de Kleberg, Stephanie Garza, o una persona designada, Secretaria de Votación Anticipada. La votación anticipada para las elecciones se

efectuará desde el martes 13 de octubre del 2020 hasta el viernes 30 de octubre del 2020 y deberá realizarse en la Oficina Anexa de Votación Anticipada (Early Voting Annex Office) ubicada en 720 E. King at 12th Street, Kingsville, TX, y dicho lugar de votación anticipada deberá permanecer abierto en días entre semana y fines de semana de 8:00 A.M. a 5:00 P.M., con excepción de dos días entre semana en que la votación anticipada se llevará a cabo de 7:00 A.M. a 7:00 P.M. Las fechas y horarios de votación anticipada serán los siguientes:

Del martes 13 de octubre del 2020 al sábado 17 de octubre del 2020	De 8:00 A.M. a 5:00 P.M.
Lunes 19 de octubre del 2020 al sábado 24 de octubre del 2020	De 8:00 A.M. a 5:00 P.M.
Lunes 26 de octubre del 2020 y martes 27 de octubre del 2020	De 7:00 A.M. a 7:00 P.M.
Del miércoles 28 de octubre del 2020 al viernes 30 de octubre del 2020	De 8:00 A.M. a 5:00 P.M.

QUE: la Secretaria Municipal, Mary Valenzuela, o una persona designada, deberá dar aviso de dichas elecciones publicando el aviso al menos una vez en por lo menos un periódico de circulación general en la Ciudad; que por este medio se le autoriza y ordena a Stephanie Garza, Secretaria del Condado de Kleberg, o una persona designada, que proporcione y facilite todos los materiales electorales necesarios para la realización de dichas elecciones; y que el Presidente de la Comisión deberá emitir todas las órdenes, mandatos y avisos necesarios para dichas elecciones y que los resultados de dichas elecciones deberán ir a la Comisión Municipal.

DETERMÍNASE PARA FINALIZAR que de conformidad con la orden de este ente rector, la Secretaria Municipal, Mary Valenzuela, publicó aviso por escrito de la fecha, lugar y tema de esta reunión, y que dicho aviso habiendo sido así publicado permaneció publicado y continuamente durante al menos 72 horas antes del momento programado de dicha reunión.

ADOPTADA Y APROBADA por voto mayoritario de la Comisión Municipal de la Ciudad de Kingsville, Texas en este día 28 de Septiembre del 2020.

Sam R. Fugate, Alcalde

Edna López, Comisionada

Héctor Hinojosa, Comisionado

Dianne Leubert, Comisionada

Arturo Pecos, Comisionado

DOY FE:

Mary Valenzuela, Secretaria Municipal

APROBADO EN CUANTO A FORMA:

Courtney Álvarez, Abogada Municipal

AGENDA ITEM #7

**City of Kingsville
Parks & Recreation Department**

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

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.



AGENDA ITEM #8

**City of Kingsville
Parks & Recreation Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Susan Ivy, Parks Director

DATE: September 18, 2020

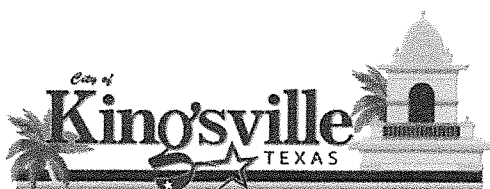
SUBJECT: Agenda Request – Receipt of Donation from Walmart – Kingsville

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
Fund 001 – General Fund					
<u>Revenues - 4</u>					
4513	Recreation	Park Donations	58003	\$2,500	
<u>Expenditures - 5</u>					
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 #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: September 28, 2020

SUBJECT: Discuss and consider applying for Drainage Improvement Funding through Step 2 of the Flood Infrastructure Fund (FIF) by the Texas Water Development Board (TWDB).

Summary:

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 17th 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.



**City of Kingsville
Engineering Dept.**

Option 1

In 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

In 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.

Background:

Passed by the Legislature and approved by Texas voters through a constitutional amendment, the Flood Infrastructure Fund program provides financial assistance in the form of grant and loans for flood control, flood mitigation, and drainage projects. Flood Intended Use Plan eligible projects will fall into one of four categories:



**City of Kingsville
Engineering Dept.**

- Category 1 – Flood Protection Planning for Watersheds
- Category 2 – Planning, Acquisition, Design, Construction, Rehabilitation.
- Category 3 – Federal Award Matching Funds
- Category 4 – Measures Immediately Effective in Protecting Life and Property

Based on the City's adopted 2018 Master Drainage Plan performed by Kimley-Horn; nine locations were analyzed for drainage improvements. A preliminary design and cost estimate were provided for each location. The consultant also included costs on downstream improvements that need to take place along the State ROW, but not all were included in the grant applications, because they were cost prohibitive.

The Texas Water Development Board received applications until June 15, 2020. The application is a two-step process. Step 1 was to submit the application and be categorized by priority. The City will be notified if they are chosen in Step 2 to submit a detailed application. There is no commitment in applying.

Financial Impact:

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.

Recommendation:

Staff recommends approval of Option 1, whereby the City will submit an Intent to Apply form and complete applications for locations 1, 3, 4 and 7 with a \$174,000 cash contribution and a \$3,360,000 TWDB 0% interest loan for 30 years.

Attachments:

Flood Infrastructure Fund (FIF) - 2020 Abridged Application Prioritized Project List
TWDB Step 2 Application Options
Kimley-Horn – Analysis Locations
2020 Flood Intended Use Plan – Loan Terms
Flood Application Affidavit (Category 2, 3, and 4 - construction)
Flood Application Affidavit (Category 2, 3, and 4 – planning, acquisition and design)



TWDB Step 2 Application Options

Option 1

Location No.	Location Area	Kimley-Horn Prioritization	TWBD Prioritization	Grant Eligible Amount	City 0% Loan Amount	Total Amount Requested
1	Fairview Dr. and Santa Gertrudis	4	3	\$602,000.00	\$798,000.00	\$1,400,000.00
2	19th St and Lott Ave.	2	6	\$1,548,000.00	\$2,052,000.00	\$3,600,000.00
3	21st St. and Ceasar Ave.	8	4	\$645,000.00	\$855,000.00	\$1,500,000.00
4	Alexander Ave and 14th St.	5	5	\$817,000.00	\$1,083,000.00	\$1,900,000.00
5	Circle Dr. and Carlos Truan Blvd.	6	7	\$3,354,000.00	\$4,446,000.00	\$7,800,000.00
6	Lewis St. and Carlos Truan Blvd.	3	8	\$98,900.00	\$131,100.00	\$230,000.00
7	Pasedena St. and US 77 Bus.	7	2	\$602,000.00	\$798,000.00	\$1,400,000.00
8	Paulson Falls Blvd. and General Cavasos Blvd.	9	9	\$301,000.00	\$399,000.00	\$700,000.00
9	17th St. and Corral Ave.	1	1	\$2,408,000.00	\$3,192,000.00	\$5,600,000.00
Total				\$10,375,900.00	\$13,754,100.00	\$24,130,000.00

Option 1 Totals

Less Transfer from Fund 068 (2013 CO's)

TWDB 0% Loan, 30 yrs

\$112,000.00 /year

\$2,666,000.00

\$3,534,000.00

-\$174,000.00

\$3,360,000.00

\$6,200,000.00

Option 2

Location No.	Location Area	Kimley-Horn Prioritization	TWBD Prioritization	Grant Eligible Amount	City 0% Loan Amount	Total Amount Requested
1	Fairview Dr. and Santa Gertrudis	4	3	\$602,000.00	\$798,000.00	\$1,400,000.00
2	19th St and Lott Ave.	2	6	\$1,548,000.00	\$2,052,000.00	\$3,600,000.00
3	21st St. and Ceasar Ave.	8	4	\$645,000.00	\$855,000.00	\$1,500,000.00
4	Alexander Ave and 14th St.	5	5	\$817,000.00	\$1,083,000.00	\$1,900,000.00
5	Circle Dr. and Carlos Truan Blvd.	6	7	\$3,354,000.00	\$4,446,000.00	\$7,800,000.00
6	Lewis St. and Carlos Truan Blvd.	3	8	\$98,900.00	\$131,100.00	\$230,000.00
7	Pasedena St. and US 77 Bus.	7	2	\$602,000.00	\$798,000.00	\$1,400,000.00
8	Paulson Falls Blvd. and General Cavasos Blvd.	9	9	\$301,000.00	\$399,000.00	\$700,000.00
9	17th St. and Corral Ave.	1	1	\$2,408,000.00	\$3,192,000.00	\$5,600,000.00
Total				\$10,375,900.00	\$13,754,100.00	\$24,130,000.00

Option 2 Totals

TWDB 0% Loan, 30 yrs

\$106,400.00 /year

\$2,408,000.00

\$3,192,000.00

\$5,600,000.00

Texas Water Development Board

P.O. Box 13231, 1700 N. Congress Ave.
Austin, TX 78711-3231, www.twdb.texas.gov
Phone (512) 463-7847, Fax (512) 475-2053

TO: Board Members

THROUGH: Jeff Walker, Executive Administrator
Ashley Harden, General Counsel
Jessica Zuba, Deputy Executive Administrator, Water Supply & Infrastructure

FROM: Mark Wyatt, Director, Program Administration & Reporting
Tom Entsminger, Manager, Program Administration

DATE: September 17, 2020

SUBJECT: Flood Infrastructure Fund
2020 Funding Cycle Prioritization and Structure

ACTION REQUESTED

Consider approving the prioritization for the 2020 Flood Infrastructure Fund cycle and establishing the amount of funds available for applications, the structure of financing, and terms of subsidy.

BACKGROUND

In 2019, the Texas Legislature created the Flood Infrastructure Fund (FIF) program to provide funding for flood mitigation projects. The purpose of the FIF, as outlined in Senate Bill 7 of the 86th Legislature, was to assist in financing drainage, flood mitigation, and flood control projects. As required by law, the FIF had to be approved by Texas voters, and on November 5, 2019, they approved Proposition 8, the constitutional amendment providing for the creation of the FIF. In conjunction with that amendment, the legislature made a one-time transfer of \$793 million from the Economic Stabilization Fund to the FIF through Senate Bill 500.

A draft Flood Intended Use Plan (Flood IUP) for the FIF was first published on the Texas Water Development Board (TWDB) website for a 60-day public comment period in November 2019. This draft Flood IUP outlined programmatic requirements including eligible activities, minimum standards, loan and grant eligibilities, and prioritization criteria. At its March 12, 2020, meeting, the Board approved the publication of an updated draft Flood IUP reflecting the extensive comments received. On March 16, the TWDB

Our Mission	:	Board Members
Leading the state's efforts in ensuring a	:	Peter M. Lake, Chairman Kathleen Jackson, Board Member Brooke T. Paup, Board Member
secure water future for Texas and its citizens	:	Jeff Walker, Executive Administrator
	:	

opened the solicitation period during which interested entities could submit abridged applications. The abridged application deadline was June 15, 2020.

KEY ISSUES

Per Texas Administrative Code § 363.404, the abridged applications have been prioritized by the Executive Administrator (EA) according to the criteria outlined in the Flood IUP and ranked in the prioritization list, which includes the amount of funds requested. The TWDB received 286 abridged applications requesting a total of \$2,394,167,776. Based on review of all abridged applications received, 285 applications are considered eligible at this time and have been prioritized for the 2020 FIF cycle as shown in Attachment 1 of this memo. One application (\$3,600,000) was deemed ineligible.

As the next step, the Board is required to identify the amount of funds available for new applications and establish the structure of financing and the terms of any subsidy. Per § 363.404(a) of the Board's rules, the EA is then responsible for setting any deadlines for submission of full applications. Invited applicants who fail to submit a complete application by the deadline set by the EA will lose their priority ranking, and funds may be reallocated to other projects on the list.

Should the Board approve the EA's recommendations contained herein, complete applications for financial assistance from the initial round of invitees will be due October 19, 2020. Those applicants who are invited to apply after the first round of invitations (because funds become available) will have 30 days from the date they are invited to submit a complete application. In accordance with the Board's rules and Flood IUP, the EA may grant additional time to any applicant if a Memorandum of Understanding is determined necessary.

After complete applications are received and processed, the Board must make the findings required by § 363.407 of its rules before an application is approved.

PRIORITIZATION AND AMOUNT OF FUNDS REQUESTED

Pursuant to the Flood IUP, the prioritization criteria were applied to the abridged applications as follows:

Criteria	Prioritization Points
<ul style="list-style-type: none"> Flood protection planning for watersheds (Category 1 projects) 	25
<ul style="list-style-type: none"> Measures immediately effective in protecting life and property (Category 4 projects) 	20
<ul style="list-style-type: none"> Rural applicant 	12
<ul style="list-style-type: none"> Emergency need due to recent or imminent failure or recent flood-related disaster declarations 	10 or 5
<ul style="list-style-type: none"> Distributed benefits 	10
Additional criteria for planning, acquisition, design (PAD) and construction or construction- only projects	
<ul style="list-style-type: none"> Water supply benefit 	10
<ul style="list-style-type: none"> Floodplain impacts 	up to 12
<ul style="list-style-type: none"> PAD-only projects 	12
<ul style="list-style-type: none"> Non-structural flood mitigation at least 20% of total project costs 	5
Tiebreaker	
Social Vulnerability Index (SVI)	The tie is broken in favor of the project with the highest SVI.

FINANCING STRUCTURE AND TERMS OF SUBSIDY

After reviewing the funding requests and evaluating the program funds, the EA recommends the program structure and terms as follows:

- \$770,000,000 available for projects, of which
 - \$231,000,000 (30%) maximum amount is allocated to grants; and
 - \$539,000,000 (70%) is allocated for loans.
- No project will receive more than \$23,100,000 in grant funding.
- Interest rate on all loans will be zero percent.
- Terms of loans
 - PAD-only projects: up to 10 years, with principal commencing no later than 18 months after the estimated completion of the last phase financed.
 - Construction projects: up to 30 years, provided the projected useful life of the project does not exceed the term and principal, commences no later than 18 months after estimated project construction completion.
 - No principal deferrals.
 - Level principal repayments required.

APPLICATION INVITATION PROCESS

If the prioritization is approved, the EA will begin inviting entities to submit complete financial assistance applications with requests not to exceed the project's prioritized amount on September 18, 2020. To actively manage the prioritization list and ensure funds are committed in a timely manner, invited entities will be asked to submit an Intent to Apply form by September 30, 2020.

The EA will also request a designated number of entities below the initial line of available funds to submit an Intent to Apply form. Should funds become available due to invited entities declining to apply, invitations will be sent in ranked order down the prioritized list to applicants that met the TWDB's Intent to Apply deadline. In accordance with the Flood IUP, the EA may grant additional time for the subsequent invitees to submit an application.

Beginning the week of September 21, 2020, the TWDB will host webinars to provide information on completing the Financial Assistance Application. Registration for the webinars is posted on the TWDB's website.

IMPLEMENTATION

Below is a proposed schedule for the implementation of the FIF program.

September 17, 2020	<ul style="list-style-type: none">• Board considers approving the Flood IUP and Prioritization List• Board identifies the amount available for new applications and establishes the structure of financing and the terms of any subsidy
September 18, 2020	<ul style="list-style-type: none">• Invitations extended to submit complete applications for financial assistance• Letters of Intent to Apply are distributed to all within the available funding as well as those below the line, which will form a waiting list should funds become available
September 30, 2020	<ul style="list-style-type: none">• Deadline for entities to submit Intent to Apply forms
October 19, 2020	<ul style="list-style-type: none">• Financial Assistance Applications due
Fall 2020–Winter 2020	<ul style="list-style-type: none">• Board meetings to consider approval of complete applications as they become ready for commitment consideration
Winter 2020–Spring 2021	<ul style="list-style-type: none">• Various entity closings/execution of grant agreements

RECOMMENDATION

The EA recommends Board approval of the following:

1. Prioritization of the 2020 FIF program abridged applications as set forth in Attachment 1.
2. Authorization of \$770,000,000 in funding for the 2020 FIF prioritization cycle.
3. Authorization of program structure and terms of funding as described above.

Attachment: Prioritization List

Flood Infrastructure Fund (FIF)

2020 Abridged Application Prioritized Project List

285 abridged applications / \$2,390,567,776

All determinations and calculations are subject to further evaluation.

Texas Water Development Board

9/9/2020

Abridged App #	Ranked Position	Prioritization Score	Entity Name	Project Name	Amount Requested	Category ¹	Eligible Grant Percentage ²	Eligible Grant Amount <small>Amount Requested x Eligible Grant Percentage</small>	Eligible Loan Amount (or Entity's Funds) <small>Amount Requested less Eligible Grant Amount</small>	Cumulative Total
13800	1	79.9835	Raymondville	Raymondville Watershed Study	\$ 400,000	1	100%	\$ 400,000	\$ -	\$ 400,000
13561	2	79.9554	Falls County	Flood Planning	\$ 820,000	1	90%	\$ 738,000	\$ 82,000	\$ 1,220,000
13605	3	79.9201	Bee County	Master Drainage Planning Study	\$ 2,000,000	1	90%	\$ 1,800,000	\$ 200,000	\$ 3,220,000
13562	4	79.9147	Milam County	Flood Control Planning	\$ 850,500	1	75%	\$ 642,375	\$ 214,125	\$ 4,076,500
13633	5	79.8750	Alice	Master Drainage Planning Study	\$ 241,500	1	90%	\$ 217,350	\$ 24,150	\$ 4,318,000
13611	6	79.8454	Wharton County	Waterhole Creek - Caney Creek Basin Flood Protection Study	\$ 427,500	1	75%	\$ 320,625	\$ 106,875	\$ 4,745,500
13608	7	79.7699	Driscoll	Master Drainage Planning Study	\$ 150,000	1	90%	\$ 135,000	\$ 15,000	\$ 4,895,500
13571	8	79.7590	Bartlett	Flood Planning	\$ 350,000	1	90%	\$ 315,000	\$ 35,000	\$ 5,215,500
13593	9	79.6947	Eastland	Leon River Watershed Study	\$ 450,000	1	90%	\$ 405,000	\$ 45,000	\$ 5,695,500
13698	10	79.5080	Trinity River Authority	Trinity River Mid-Basin Watershed Study Phase II	\$ 1,170,000	1	90%	\$ 1,053,000	\$ 117,000	\$ 6,865,500
13790	11	76.8730	Karnes County	Flood Protection Planning Study	\$ 618,750	1	75%	\$ 464,063	\$ 154,687	\$ 7,484,250
13592	12	76.6949	Caldwell County	Caldwell County Flood Protection Planning	\$ 975,000	1	75%	\$ 731,250	\$ 243,750	\$ 8,459,250
13651	13	76.6933	Cameron	Little River Watershed Study	\$ 150,000	1	75%	\$ 112,500	\$ 37,500	\$ 8,609,250
13612	14	76.6492	Jackson County County-Wide Drainage District	Keller Branch - Lavaca River Basin Flood Protection Study Option 1	\$ 170,000	1	75%	\$ 127,500	\$ 42,500	\$ 8,779,250
13613	15	76.6492	Jackson County County-Wide Drainage District	Keller Branch - Lavaca River Basin Flood Protection Study Option 2	\$ 375,000	1	75%	\$ 281,250	\$ 93,750	\$ 9,154,250
13565	16	76.6237	Iowa Colony	Master Drainage Plan	\$ 150,000	1	50%	\$ 75,000	\$ 75,000	\$ 9,304,250
13815	17	74.8578	Tehuacana Creek WID	Baseline Water Quality Study on Site 19	\$ 75,000	2*	46%	\$ 34,500	\$ 40,500	\$ 9,379,250

Abridged App #	Ranked Position	Prioritization Score	Entity Name	Project Name	Amount Requested	Category ¹	Eligible Grant Percentage ²	Eligible Grant Amount <i>Amount Requested x Eligible Grant Percentage</i>	Eligible Loan Amount (or Entity's Funds) <i>Amount Requested less Eligible Grant Amount</i>	Cumulative Total
13655	18	71.5378	Chambers County	Flood Protection Planning for Watersheds – Chambers County and City of Mont Belvieu	\$ 4,655,000	1	75%	\$ 3,492,000	\$ 1,164,000	\$ 14,035,250
13597	19	71.5297	Orange County Drainage District	Sabine River Relief Ditch Extension & Expansion	\$ 3,750,000	1	75%	\$ 2,812,500	\$ 937,500	\$ 17,785,250
13774	20	69.9952	Willacy County	Willacy County Watershed Study	\$ 1,600,000	1	100%	\$ 1,600,000	\$ -	\$ 19,385,250
13575	21	69.7569	Gatesville	Drainage Study and Master Plan	\$ 250,000	1	90%	\$ 225,000	\$ 25,000	\$ 19,635,250
13697	22	69.2178	Silkebee	City-Wide Flood Protection Planning	\$ 800,000	1	90%	\$ 720,000	\$ 80,000	\$ 20,435,250
13609	23	67.9790	Cameron County Drainage District #3	Flood Protection Study	\$ 1,485,000	1	90%	\$ 1,336,500	\$ 148,500	\$ 21,320,250
13818	24	67.9689	Nueces County Drainage & Conservation District #2	Master Drainage Planning Study	\$ 550,000	1	100%	\$ 550,000	\$ -	\$ 22,470,250
13647	25	67.8608	Brownsville	Brownsville to Port Isabel HUC-10 Watershed Study	\$ 1,350,000	1	90%	\$ 1,215,000	\$ 135,000	\$ 23,820,250
13554	26	67.6240	Galveston	Master Drainage Study	\$ 800,000	1	75%	\$ 600,000	\$ 200,000	\$ 24,620,250
13625	27	66.8873	Hunt County	Countywide Drainage Study	\$ 255,000	1	75%	\$ 191,250	\$ 63,750	\$ 24,875,250
13589	28	66.5606	Kaufman County	Countywide Drainage Study	\$ 240,000	1	75%	\$ 180,000	\$ 60,000	\$ 25,115,250
13809	29	66.2566	Wimberley	Wimberley Flood Hazard/Risk Assessment Project	\$ 150,000	1	75%	\$ 112,500	\$ 37,500	\$ 25,265,250
13704	30	65.7338	Jourdanton	Jourdanton Main Street Drainage Project	\$ 1,504,770	2	20%	\$ 300,954	\$ 1,203,816	\$ 26,770,020
13689	31	64.9736	Hidalgo County Drainage District #1	Phase 1 Flood Control Project	\$ 29,700,000	2	30%	\$ 8,910,000	\$ 20,790,000	\$ 56,470,020
13799	32	64.8204	Nueces County	Nueces County Regional Drainage Master Plan Study	\$ 2,250,000	1	75%	\$ 1,687,500	\$ 562,500	\$ 58,720,020
13806	33	64.5396	Waller County	Brazos River Flood Update Study	\$ 350,000	1	75%	\$ 262,500	\$ 87,500	\$ 59,070,020
13543	34	64.5315	Jefferson County Drainage District #6	Regional Watershed Plan	\$ 6,375,000	1	75%	\$ 4,781,250	\$ 1,593,750	\$ 65,445,020
13807	35	64.5191	Waller County	Spring Creek Watershed Flood Protection Study	\$ 320,000	1	75%	\$ 240,000	\$ 80,000	\$ 65,765,020
13816	36	64.2754	Parker County Soil and Water Conservation District #558	Parker County EAP for Dam Breach and Inundation Maps	\$ 35,000	4	5%	\$ 1,750	\$ 33,250	\$ 65,800,020
13820	37	64.2564	San Jacinto River Authority	Spring Creek Watershed Flood Control Dams Conceptual Engineering Feasibility Study	\$ 1,000,000	1	50%	\$ 500,000	\$ 500,000	\$ 66,800,020

Abridged App #	Ranked Position	Prioritization Score	Entity Name	Project Name	Amount Requested	Category ¹	Eligible Grant Percentage ²	Eligible Grant Amount <i>Amount Requested x Eligible Grant Percentage</i>	Eligible Loan Amount (or Entity's Funds) <i>Amount Requested less Eligible Grant Amount</i>	Cumulative Total
13584	38	62.9826	Lower Rio Grande Valley Development Council	Lower Rio Grande Valley Regional Flood Protection Planning	\$ 8,870,000	1	90%	\$ 7,983,000	\$ 887,000	\$ 75,670,020
13607	39	62.9201	Bee County	Flood Early Warning System – Phase I	\$ 437,500	4	75%	\$ 328,125	\$ 109,375	\$ 76,107,520
13659	40	62.7988	DeWitt County Drainage District #1	Flood Warning System & Stream Gage Network	\$ 210,770	4	59%	\$ 124,354	\$ 86,416	\$ 76,318,290
13528	41	62.7797	Hartlingen	Flood Protection Planning Study	\$ 6,237,000	1	90%	\$ 5,613,300	\$ 623,700	\$ 82,555,290
13628	42	62.4150	San Jacinto River Authority	Flood Early Warning System for San Jacinto County	\$ 65,000	4	74%	\$ 48,100	\$ 16,900	\$ 82,620,290
13634	43	61.5000	Bastrop County	Flood Protection Planning Studies - Phase 6	\$ 1,125,000	1	75%	\$ 843,750	\$ 281,250	\$ 83,745,290
13679	44	61.4973	Hardin County	Municipal Storm Drain Project	\$ 77,750,000	2	8%	\$ 6,220,000	\$ 71,530,000	\$ 161,495,290
13801	45	59.4033	Sabine River Authority	Flood Protection Planning for Watersheds – Lower Sabine River Basin	\$ 1,914,047	1	75%	\$ 1,435,535	\$ 478,512	\$ 163,409,337
13808	46	59.2460	Williamson County	Williamson County Atlas 14 Floodplain Mapping	\$ 4,649,592	1	50%	\$ 2,324,796	\$ 2,324,796	\$ 163,058,929
13626	47	59.2387	San Jacinto River Authority	Lake Conroe – Lake Houston Joint Reservoir Operations Study	\$ 1,000,000	1	50%	\$ 500,000	\$ 500,000	\$ 163,058,929
13811	48	57.9952	Wilacy County	Railroad Spur Drainage Detention Area	\$ 1,132,300	2	57%	\$ 645,411	\$ 486,889	\$ 170,191,229
13518	49	57.9952	San Perlita	City-Wide Sewer System Upgrade #1	\$ 1,000,000	2*	68%	\$ 2,720,000	\$ 1,280,000	\$ 174,191,229
13821	50	57.9478	Laredo	Chacon Creek – Rio Grande Basin Flood Protection Study Option 2	\$ 2,250,000	1	90%	\$ 2,025,000	\$ 225,000	\$ 176,441,229
13526	51	57.5785	Stephenville	Green River – North Bosque Flood Protection Planning	\$ 337,500	1	75%	\$ 253,125	\$ 84,375	\$ 176,778,729
13615	52	54.9589	Nueces County Drainage & Conservation District #2	Casa Blanca Drainage Improvements	\$ 610,000	2	46%	\$ 372,600	\$ 437,400	\$ 177,588,729
13566	53	54.9487	Mart	Flood Planning	\$ 155,000	2*	50%	\$ 77,500	\$ 77,500	\$ 177,743,729
13579	54	54.8974	Pharr	South Pharr Regional Detention Facility and Drainage Improvement	\$ 4,510,000	2	30%	\$ 1,353,000	\$ 3,157,000	\$ 182,253,729
13635	55	54.8583	Bay City	Regional Drainage Study	\$ 306,000	2*	29%	\$ 88,740	\$ 217,260	\$ 182,559,729
13521	56	54.6746	Mineral Wells	Comprehensive Drainage Study	\$ 250,000	1	90%	\$ 225,000	\$ 25,000	\$ 182,809,729
13798	57	54.5976	Midland County	Monahans and South Draw Flood Planning	\$ 1,225,000	1	50%	\$ 612,500	\$ 612,500	\$ 184,034,729

Abridged App #	Ranked Position	Prioritization Score	Entity Name	Project Name	Amount Requested	Category	Eligible Grant Percentage ¹	Eligible Grant Amount <small>Amount Requested x Eligible Grant Percentage</small>	Eligible Loan Amount (or Entity's Funds) <small>Amount Requested less Eligible Grant Amount</small>	Cumulative Total
13802	58	54.5172	Sabine River Authority	Flood Protection Planning for Watersheds - Upper Sabine River Basin	\$ 750,000	1	75%	\$ 562,500	\$ 187,500	\$ 184,784,729
13779	59	54.4257	Llano County	Llano & San Saba County Hazard Mitigation Plan	\$ 134,500	3	59%	\$ 79,355	\$ 55,145	\$ 184,919,229
13556	60	54.3540	Austin	Central Texas Regional Floodplain Studies	\$ 4,450,000	1	50%	\$ 2,225,000	\$ 2,225,000	\$ 189,369,229
13803	61	54.3204	San Jacinto River Authority	Upper San Jacinto River Basin Regional Sedimentation Study	\$ 750,000	1	50%	\$ 375,000	\$ 375,000	\$ 190,119,229
13795	62	52.9675	Val Verde County	Flood Early Warning System	\$ 500,000	4	58%	\$ 290,000	\$ 210,000	\$ 190,619,229
13648	63	52.9543	Brownsville	Impala Drain and Upstream Ditches Improvements	\$ 9,100,000	2	45%	\$ 4,095,000	\$ 5,005,000	\$ 199,719,229
13596	64	52.9322	Uvalde County	Self-Supporting Tower for Early Warning System	\$ 300,000	4	73%	\$ 219,000	\$ 81,000	\$ 200,019,229
13797	65	52.7555	Lubbock	Flood Protection Planning for Watersheds	\$ 750,000	1	75%	\$ 562,500	\$ 187,500	\$ 200,769,229
13540	66	52.7501	Kingsville	Drainage Master Plan - Location 9	\$ 5,600,000	2	43%	\$ 2,408,000	\$ 3,192,000	\$ 206,369,229
13542	67	52.6660	Fredericksburg	Flood Early Warning System Improvements	\$ 596,000	4	15%	\$ 89,400	\$ 506,600	\$ 206,869,229
13707	68	52.4392	Lower Neches Valley Authority	Stowell Water Plant Proposed 2020 Improvements	\$ 1,632,300	2	35%	\$ 571,305	\$ 1,060,995	\$ 208,597,529
13771	69	51.9352	Willacy County	Joint Flood Control Project with WCDD #1	\$ 2,610,030	2	51%	\$ 1,331,115	\$ 1,278,915	\$ 211,207,559
13719	70	51.0237	Montgomery Co MUD #67	Bear Branch Drainage Improvements	\$ 11,300,000	2	10%	\$ 1,130,000	\$ 10,170,000	\$ 222,507,559
13819	71	50.9689	Nueces County Drainage & Conservation District #2	Flood Early Warning System	\$ 612,500	4	76%	\$ 465,500	\$ 147,000	\$ 223,120,059
13794	72	50.5202	Sabine River Authority	Sabine River Basin Gages	\$ 174,000	4	50%	\$ 100,920	\$ 73,080	\$ 223,294,059
13654	73	49.9790	Cameron County Drainage District #5	Murphy Lateral & South Fork Lateral Regional Detention Ponds	\$ 2,340,000	2	39%	\$ 912,600	\$ 1,427,400	\$ 225,534,059
13580	74	49.7020	Houston	Houston Storm Water Master Plan	\$ 5,250,000	1	75%	\$ 3,937,500	\$ 1,312,500	\$ 230,884,059
13530	75	49.6756	Brazoria County Conservation & Reclamation District #3	Alvin-Manvel Regional Flood Control Mitigation	\$ 5,000,000	2*	5%	\$ 250,000	\$ 4,750,000	\$ 235,884,059
13620	76	49.2753	North Central Texas Council of Governments	Integrated Transportation and Stormwater Management	\$ 3,000,000	1	50%	\$ 1,500,000	\$ 1,500,000	\$ 238,884,059
13527	77	49.2215	Hays County	Onion Creek Watershed Study Floodplain and Mapping	\$ 215,000	1	50%	\$ 107,500	\$ 107,500	\$ 239,099,059

Abridged App #	Ranked Position	Prioritization Score	Entity Name	Project Name	Amount Requested	Category ¹	Eligible Grant Percentage ²	Eligible Grant Amount <i>Amount Requested x Eligible Grant Percentage</i>	Eligible Loan Amount (or Entity's Funds) <i>Amount Requested less Eligible Grant Amount</i>	Cumulative Total
13723	78	48.9790	Palm Valley	Storm Water System Improvements	\$ 1,418,431	2	5%	\$ 70,922	\$ 1,347,509	\$ 240,517,490
13606	79	48.9201	Bee County	Medio Creek Flood Control Improvements	\$ 3,473,313	2	45%	\$ 1,562,991	\$ 1,910,322	\$ 243,990,803
13617	80	47.9478	Laredo	Chacon Creek - Rio Grande Basin Flood Protection Study	\$ 585,000	1	90%	\$ 526,500	\$ 58,500	\$ 244,575,803
13618	81	46.9790	Cameron County Drainage District #5	North Main Drainage Channel Improvement and Regional Detention Pond	\$ 3,003,000	2	39%	\$ 1,171,179	\$ 1,831,830	\$ 247,578,803
13619	82	46.9790	Cameron County Drainage District #5	Sibley Lateral Regional Detention Pond	\$ 1,560,000	2	39%	\$ 608,400	\$ 951,600	\$ 249,138,803
13547	83	46.6317	Harris County Flood Control District	Woodland Trails Basin	\$ 57,130,515	2	0%	\$ -	\$ 57,130,515	\$ 306,269,318
13656	84	44.9631	Cotulla	Flood Planning Study for LQMR	\$ 150,000	2	5%	\$ 7,500	\$ 142,500	\$ 306,419,318
13691	85	44.5274	New Braunfels	New Braunfels Drainage Area Master Plan - Future Phases	\$ 965,600	1	75%	\$ 724,200	\$ 241,400	\$ 307,384,918
13522	86	44.2575	Copper Canyon	Poindexter Branch Flood Mitigation Plan	\$ 145,000	2	10%	\$ 14,500	\$ 130,500	\$ 307,529,318
13738	87	42.9986	San Benito	Regional Flood Mitigation Fairground Facility	\$ 6,500,000	2	40%	\$ 2,600,000	\$ 3,900,000	\$ 314,029,318
13782	88	42.9952	Willacy County Drainage District #2	Regional Detention Facilities	\$ 1,616,331	3	82%	\$ 1,325,391	\$ 290,940	\$ 315,646,249
13732	89	42.9835	Raymondville	Raymondville Ditch	\$ 548,551	2	62%	\$ 340,102	\$ 208,449	\$ 316,194,800
13785	90	42.9790	Cameron County Drainage District #1	Ditch One Regional Detention Drainage Improvement - PER	\$ 101,400	2	39%	\$ 39,546	\$ 61,854	\$ 316,296,200
13610	91	42.9790	Cameron County Drainage District #3	Flood Protection Study Option 2	\$ 257,000	2	34%	\$ 87,380	\$ 169,620	\$ 316,553,200
13614	92	42.9689	Nueces County Drainage & Conservation District #2	Bosquez Rd. / Avenue J Drainage Improvements	\$ 2,453,731	2	46%	\$ 1,128,716	\$ 1,325,015	\$ 319,006,931
13616	93	42.9689	Nueces County Drainage & Conservation District #2	Ditch "A" and Bluebonnet Drainage Improvements	\$ 1,312,000	2	36%	\$ 472,320	\$ 839,680	\$ 320,318,931
13776	94	42.9126	Willacy County	La Sara Gates	\$ 56,238	2	65%	\$ 36,555	\$ 19,683	\$ 320,375,169
13775	95	42.9126	Willacy County	Linear Detention and Pipe	\$ 147,777	2	55%	\$ 81,277	\$ 66,500	\$ 320,522,946
13823	96	42.9007	Willacy County	Lyford Trunkline	\$ 226,905	2	52%	\$ 117,991	\$ 108,914	\$ 320,749,851
13773	97	42.9007	Willacy County	Sinto Lift Station	\$ 321,720	2	52%	\$ 167,294	\$ 154,426	\$ 321,071,571

Abridged App #	Ranked Position	Prioritization Score	Entity Name	Project Name	Amount Requested	Category ¹	Eligible Grant Percentage ²	Eligible Grant Amount Amount Requested x Eligible Grant Percentage	Eligible Loan Amount (or Entity's Funds) Amount Requested less Eligible Grant Amount	Cumulative Total
13627	98	42.8568	Alice	Pintas Creek at Sunset Dr. & Virginia St. Drainage Improvements	\$ 372,500	3	77%	\$ 286,825	\$ 85,675	\$ 321,444,071
13564	99	42.8555	Port Arthur	Master Drainage Plan and Policy Guide Development	\$ 1,300,000	2	39%	\$ 507,000	\$ 793,000	\$ 322,744,071
13772	100	42.7857	Willacy County	Mulberry Detention Pond	\$ 880,578	2	60%	\$ 528,347	\$ 352,231	\$ 323,624,649
13770	101	42.7857	Willacy County	Sebastian Drainage Improvements	\$ 2,946,456	2	60%	\$ 1,767,874	\$ 1,178,582	\$ 326,571,105
13652	102	42.7070	Cameron	Little River Pump Station	\$ 15,000,000	2	25%	\$ 3,750,000	\$ 11,250,000	\$ 341,571,105
13595	103	42.5349	Junction	Water Treatment Plant Raw Water Intake	\$ 907,600	2	50%	\$ 453,800	\$ 453,800	\$ 342,478,705
13591	104	42.3100	Harris County MUD #153	Dredging of Channels that Exit Into Lake Houston	\$ 50,000,000	2*	10%	\$ 5,000,000	\$ 45,000,000	\$ 392,478,705
13804	105	42.2078	San Jacinto River Authority	San Jacinto River Sand Trap Development Preliminary Design	\$ 400,000	2*	0%	\$ -	\$ 400,000	\$ 392,878,705
13623	106	41.9130	Wharton	City of Wharton Flood Protection Plan	\$ 6,500,000	2	47%	\$ 3,055,000	\$ 3,445,000	\$ 399,378,705
13784	107	40.9790	Cameron County Drainage District #1	Ditch One Regional Detention Drainage Improvement - Final Design & Construction	\$ 390,000	2	39%	\$ 152,100	\$ 237,900	\$ 399,768,705
13650	108	40.8725	Bryan	B FEWS Scalable Flood Early Warning System	\$ 450,000	4	40%	\$ 180,000	\$ 270,000	\$ 400,218,705
13781	109	40.5616	Marble Falls	Avenue N at Backbone Creek HMGP Project	\$ 662,207	3	74%	\$ 490,033	\$ 172,174	\$ 400,880,912
13709	110	40.5616	Marble Falls	Backbone Tributary Bypass Channel	\$ 744,638	2	44%	\$ 327,553	\$ 416,885	\$ 401,625,350
13568	111	40.3378	Bandera	Drainage Improvements	\$ 8,233,973	2	45%	\$ 3,705,288	\$ 4,528,685	\$ 409,859,323
13550	112	39.9516	Alton	North Stewart Blvd Drainage Improvements	\$ 8,500,000	2	35%	\$ 2,975,000	\$ 5,525,000	\$ 418,359,323
13717	113	39.9487	Mexia	Plummers Creek Tributary Storm Sewer Improvements	\$ 1,700,000	2	51%	\$ 867,000	\$ 833,000	\$ 420,059,323
13523	114	39.9158	Weslaco	Kansas and Los Torritos Drainage Improvements to Mayor Pablo Pena Park - Phase 1	\$ 3,002,627	3	65%	\$ 1,951,708	\$ 1,050,919	\$ 423,061,950
13687	115	39.8904	Harlingen	9th & 13th Street Drainage Improvements	\$ 1,686,744	3	80%	\$ 1,349,395	\$ 337,349	\$ 424,748,694
13762	116	39.6973	Trinity Bay Conservation District	Spindletop Bayou	\$ 11,509,000	2	9%	\$ 1,035,000	\$ 10,465,000	\$ 436,248,694
13805	117	37.7781	San Patricio County	Green Lake Outfall System and Gregory Diversion Ditch	\$ 13,941,120	2*	17%	\$ 2,369,990	\$ 11,571,130	\$ 450,189,814

Abridged App #	Ranked Position	Prioritization Score	Entity Name	Project Name	Amount Requested	Category	Eligible Grant Percentage ¹	Eligible Grant Amount <small>Amount Requested x Eligible Grant Percentage</small>	Eligible Loan Amount (or Entity's Funds) <small>Amount Requested less Eligible Grant Amount</small>	Cumulative Total
13560	118	37.7350	Dallas County	Dallas County Inland Port Flood Protection Planning Study	\$ 7,245,000	1	75%	\$ 5,433,750	\$ 1,811,250	\$ 457,434,814
13557	119	37.7338	La Villa	Water Treatment Plant Relocation	\$ 8,939,000	2*	44%	\$ 3,933,160	\$ 5,005,840	\$ 466,373,814
13791	120	37.7020	Houston	Taylor Gully Flood Damage Reduction	\$ 30,000,000	2	0%	\$ -	\$ 30,000,000	\$ 496,373,814
13599	121	37.6443	Harris County	Beaumont Place Subdivision Drainage Improvement Phase 2	\$ 807,250	2	5%	\$ 40,363	\$ 766,887	\$ 497,181,064
13702	122	37.6121	Jefferson County Drainage District #3	Mayhaw Lateral Improvements	\$ 2,200,000	2	8%	\$ 176,000	\$ 2,024,000	\$ 499,381,064
13594	123	37.5349	Junction	Junction Dam Repairs and Mitigation	\$ 4,121,000	2	50%	\$ 2,060,500	\$ 2,060,500	\$ 503,502,064
13744	124	37.1463	Sienna Plantation Levee Improvement District	Channel 1 Detention Facility	\$ 9,400,000	2	3%	\$ 282,000	\$ 9,118,000	\$ 512,902,064
13669	125	37.1190	Fort Bend County Levee Improvement District #14	Pump Station Upgrade And Replacement	\$ 3,000,000	2	5%	\$ 150,000	\$ 2,850,000	\$ 515,902,064
13814	126	37.1190	Fort Bend County Levee Improvement District #19	Lost Creek Pump Station	\$ 17,975,000	2	0%	\$ -	\$ 17,975,000	\$ 533,877,064
13541	127	37.0705	Fort Bend County MUD #140	FM 359 Regional Levee	\$ 22,000,000	2	0%	\$ -	\$ 22,000,000	\$ 555,877,064
13608	128	35.8223	Hewitt	Flat Creek Automatic Gate System Project	\$ 231,700	4	40%	\$ 92,680	\$ 139,020	\$ 556,108,764
13587	129	35.7571	Harris County Flood Control District	Harris Bayou Drainage Project Bend C-26 & C-27	\$ 28,515,863	2	30%	\$ 8,554,759	\$ 19,961,104	\$ 584,624,627
13639	130	35.6101	Angelina & Neches River Authority	West Orange County Flood Mitigation	\$ 104,401,381	2	13%	\$ 13,572,180	\$ 90,829,201	\$ 689,026,008
13708	131	35.5016	Marble Falls	Wastewater Treatment Plant Relocation out of Floodplain	\$ 13,362,750	2	34%	\$ 4,543,335	\$ 8,819,415	\$ 702,385,758
13573	132	34.4600	Sugar Land	Austin Park and Chimneystone Drainage Improvements	\$ 16,500,000	2	5%	\$ 825,000	\$ 15,675,000	\$ 718,888,758
13567	133	34.4419	Travis County	Master Flood Plan Phase 1	\$ 1,282,920	1	75%	\$ 961,875	\$ 320,625	\$ 720,171,258
13789	134	33.8120	El Paso County	Stream 13 S Basin (HAC7)	\$ 3,210,000	2	50%	\$ 1,605,000	\$ 1,605,000	\$ 723,381,258
13538	135	33.7501	Kingsville	Drainage Master Plan - Location 7	\$ 1,400,000	2	43%	\$ 602,000	\$ 798,000	\$ 724,781,258
13633	136	33.4190	Bastrop	Gills Branch Flood Mitigation Improvements	\$ 4,500,000	2	5%	\$ 225,000	\$ 4,275,000	\$ 729,281,258
13670	137	33.1559	Fort Bend County Levee Improvement District #2	Additional Internal Flood Storage	\$ 10,300,000	2	10%	\$ 1,030,000	\$ 9,270,000	\$ 739,581,258

Abridged App #	Ranked Position	Prioritization Score	Entity Name	Project Name	Amount Requested	Category	Eligible Grant Percentage ¹	Eligible Grant Amount Requested x Eligible Grant Percentage	Eligible Loan Amount (or Entity's Funds) <small>Amount Requested less Eligible Grant Amount</small>	Cumulative Total
13789	138	32.9952	Lyford	HMGF Match Funds	\$ 187,553	3	82%	\$ 153,793	\$ 33,760	\$ 739,708,811
13731	139	32.9790	Primera	City of Primera Drainage Master Plan	\$ 300,000	2	29%	\$ 87,000	\$ 213,000	\$ 740,068,811
13716	140	32.9498	Mercedes	Storm Sewer and Drainage System GIS Mapping & Hydraulic Study	\$ 75,000	2	34%	\$ 25,500	\$ 49,500	\$ 740,143,811
13765	141	32.8917	Tyler	Black Fork Creek at Gentry Parkway Capital Improvement Plan Study	\$ 80,000	2	35%	\$ 28,000	\$ 52,000	\$ 740,223,811
13588	142	32.8352	Harris County Flood Control District	Halls Bayou Drainage Project Bond C-28 & C-29	\$ 12,538,614	2	30%	\$ 3,761,584	\$ 8,777,030	\$ 752,762,425
13720	143	32.8320	Mount Pleasant	Hart Creek Tributary Study	\$ 75,000	2	25%	\$ 18,750	\$ 56,250	\$ 752,837,425
13764	144	32.8073	Tyler	Headwaters of Willow Creek Capital Improvement Plan Study	\$ 160,000	2	39%	\$ 62,400	\$ 97,600	\$ 752,937,425
13532	145	32.7501	Kingsville	Drainage Master Plan - Location 1	\$ 1,400,000	2	43%	\$ 602,000	\$ 798,000	\$ 754,397,425
13534	146	32.7501	Kingsville	Drainage Master Plan - Location 3	\$ 1,500,000	2	43%	\$ 645,000	\$ 855,000	\$ 755,897,425
13535	147	32.7501	Kingsville	Drainage Master Plan - Location 4	\$ 1,900,000	2	43%	\$ 817,000	\$ 1,083,000	\$ 757,797,425
13726	148	32.7020	Pasadena	Hurricane Harvey Drainage Mitigation Project 1	\$ 29,016,903	2	5%	\$ 1,450,845	\$ 27,566,058	\$ 786,814,328
13727	149	32.7020	Pasadena	Hurricane Harvey Drainage Mitigation Project 2	\$ 182,700,000	2	5%	\$ 9,135,000	\$ 173,565,000	\$ 969,514,328
13728	150	32.7020	Pasadena	Hurricane Harvey Drainage Mitigation Project 3	\$ 33,793,000	3	5%	\$ 1,689,650	\$ 32,103,350	\$ 1,003,307,328
13696	151	32.6262	San Angelo	Lower Reagan Regional Detention Improvements	\$ 570,552	2	5%	\$ 28,528	\$ 542,024	\$ 1,003,877,880
13519	152	32.2819	Rose Hill Acres	Flood Mitigation Improvements	\$ 12,000,000	2	14%	\$ 1,680,000	\$ 10,320,000	\$ 1,015,877,880
13759	153	32.2725	Weston Lakes	Flood Diversion Canal	\$ 900,000	2	5%	\$ 45,000	\$ 855,000	\$ 1,016,777,880
13668	154	32.2550	Fort Bend County	Flat Bank Creek Cutoff Structure	\$ 21,000,000	2	0%	\$ -	\$ 21,000,000	\$ 1,037,777,880
13548	155	31.6018	Harris County Flood Control District	Lauder Stormwater Detention Basin	\$ 26,569,507	2	10%	\$ 2,656,951	\$ 23,912,556	\$ 1,064,347,387
13570	156	31.6805	Fort Bend County Drainage District	Upper Big Creek Flood Reduction Project	\$ 51,000,000	2*	15%	\$ 7,650,000	\$ 43,350,000	\$ 1,115,347,387
13745	157	31.1463	Sienna Plantation Levee Improvement District	600 Acre-Foot Regional Detention Facility	\$ 8,000,000	2	3%	\$ 240,000	\$ 7,760,000	\$ 1,123,347,387

Abridged App #	Ranked Position	Prioritization Score	Entity Name	Project Name	Amount Requested	Category ¹	Eligible Grant Percentage ²	Eligible Grant Amount <i>Amount Requested x Eligible Grant Percentage</i>	Eligible Loan Amount (or Entity's Funds) <i>Amount Requested less Eligible Grant Amount</i>	Cumulative Total
13753	153	31.1463	Sienna Plantation Levee Improvement District	Woods Acreage Estates Pump Station	\$ 2,100,000	2	0%	\$ -	\$ 2,100,000	\$ 1,125,447,387
13662	159	30.9572	Cameron County	Paso Real Drainage Project	\$ 367,545	3	75%	\$ 275,659	\$ 91,886	\$ 1,125,814,932
13593	160	30.8953	Houston	Wynnewood/Acres Homes	\$ 12,261,300	2	30%	\$ 3,678,570	\$ 8,583,330	\$ 1,138,076,832
13649	161	30.8735	Brownsville	Drainage SCADA Control System	\$ 4,000,000	2*	36%	\$ 1,440,000	\$ 2,560,000	\$ 1,142,076,832
13531	162	30.7670	Garland	Flood Warning System	\$ 617,000	4	3%	\$ 19,110	\$ 617,890	\$ 1,142,713,832
13724	163	30.7259	Palestine	Blue Lake Dam Improvements	\$ 260,000	2	40%	\$ 104,000	\$ 156,000	\$ 1,142,973,832
13722	164	30.7259	Palestine	Lower Lake Dam Improvements	\$ 335,000	2	20%	\$ 67,000	\$ 268,000	\$ 1,143,308,832
13723	165	30.7259	Palestine	Upper Lake Dam Improvements	\$ 315,000	2	20%	\$ 63,000	\$ 252,000	\$ 1,143,623,832
13721	166	30.6502	Palestine	Wolf Creek Lake Dam Improvements	\$ 380,000	2	30%	\$ 114,000	\$ 266,000	\$ 1,144,003,832
13551	167	30.5639	Canyon Regional WA	Hays Caldwell Water Treatment Plant Floodwall	\$ 1,593,553	2	0%	\$ -	\$ 1,593,553	\$ 1,145,597,385
13640	168	30.5406	Arlington	Stream Gauge Improvements	\$ 109,042	4	0%	\$ -	\$ 109,042	\$ 1,145,706,427
13552	169	30.5084	Canyon Regional WA	Pipeline Bore Under Lake Dunlap	\$ 1,661,467	2	0%	\$ -	\$ 1,661,467	\$ 1,147,367,894
13777	170	30.1949	Willow Fork Drainage District	Barker Reservoir Flood Risk Reduction and Park Project	\$ 48,880,000	2	8%	\$ 3,910,400	\$ 44,969,600	\$ 1,196,247,894
13729	171	30.0327	Pasadena	Middle Armand Bayou Protection Project	\$ 12,166,000	2	10%	\$ 1,216,600	\$ 10,949,400	\$ 1,208,413,894
13559	172	29.9303	Westaco	Regional Detention Pond Project 2, Phase 1B	\$ 3,040,000	2	25%	\$ 760,000	\$ 2,280,000	\$ 1,211,453,894
13586	173	29.9190	Harris County Flood Control District	Halls Bayou Drainage Project Bond C-24	\$ 37,312,031	2	35%	\$ 13,059,211	\$ 24,252,820	\$ 1,248,765,925
13585	174	29.8921	Harris County Flood Control District	Halls Bayou Drainage Project Bond C-23	\$ 16,215,233	2	10%	\$ 1,621,523	\$ 14,593,710	\$ 1,264,901,158
13584	175	29.8386	Harris County Flood Control District	Halls Bayou Drainage Project Bond C-01	\$ 20,332,836	2	26%	\$ 5,286,537	\$ 15,046,299	\$ 1,285,313,994
13578	176	29.7670	University Park	Park Storm Water Improvements for Area 2	\$ 717,640	2	0%	\$ -	\$ 717,640	\$ 1,286,031,634
13576	177	29.7670	University Park	Storm Water Improvements for Area 1 Phase 2	\$ 3,500,000	2	0%	\$ -	\$ 3,500,000	\$ 1,289,531,634

Abridged App #	Ranked Position	Prioritization Score	Entity Name	Project Name	Amount Requested	Category	Eligible Grant Percentage	Eligible Grant Amount <small>Amount Requested x Eligible Grant Percentage</small>	Eligible Loan Amount (or Entity's Funds) <small>Amount Requested / 1.18 Eligible Grant Amount</small>	Cumulative Total
13621	178	29.7410	Fairfield	South Bateman Drainage Study	\$ 45,600	2*	25%	\$ 11,400	\$ 34,200	\$ 1,289,577,234
13569	179	27.9487	Mart	Flood Prevention and Mitigation	\$ 460,000	2	50%	\$ 230,000	\$ 230,000	\$ 1,290,037,234
13666	180	27.9085	El Paso County WID #1	Irrigation/Floodwater Mitigation Strategy Update	\$ 100,000	2*	34%	\$ 34,000	\$ 66,000	\$ 1,290,137,234
13664	181	27.8191	El Paso	Will Ruth Pond and Conveyance Improvements	\$ 14,600,000	2	35%	\$ 5,110,000	\$ 9,490,000	\$ 1,304,737,234
13787	182	27.8120	El Paso County	Sparks Arroyo A1-A3 (SSA1)	\$ 34,530,000	2	40%	\$ 13,812,000	\$ 20,718,000	\$ 1,339,267,234
13533	183	27.7501	Kingsville	Drainage Master Plan - Location 2	\$ 3,600,000	2	43%	\$ 1,548,000	\$ 2,052,000	\$ 1,342,867,234
13536	184	27.7501	Kingsville	Drainage Master Plan - Location 5	\$ 7,800,000	2	43%	\$ 3,354,000	\$ 4,446,000	\$ 1,350,667,234
13537	185	27.7501	Kingsville	Drainage Master Plan - Location 6	\$ 230,000	2	43%	\$ 98,900	\$ 131,100	\$ 1,350,897,234
13590	186	27.6952	Panola County FWSO #1	Murvaul Bayou Dam Flood Mitigation	\$ 411,950	2	18%	\$ 74,151	\$ 337,799	\$ 1,351,309,184
13763	187	27.6280	Trinity Bay Conservation District	Spring Branch/Albritta Gulley	\$ 320,000	2	9%	\$ 28,800	\$ 291,200	\$ 1,351,629,184
13793	188	27.5406	Kennedale	Valley Lane Streambank Stabilization	\$ 2,019,000	2*	20%	\$ 403,800	\$ 1,615,200	\$ 1,353,048,184
13555	189	27.5232	Fredericksburg	N Llano Storm Sewer System	\$ 2,082,340	2	15%	\$ 312,351	\$ 1,769,989	\$ 1,355,730,524
13667	190	27.4632	Ennis	Cottonwood Drainage Rehabilitation	\$ 3,455,800	2	5%	\$ 172,790	\$ 3,283,010	\$ 1,359,186,324
13760	191	26.9130	Socorro	Sparks Arroyo Drainage Project	\$ 2,868,759	2	34%	\$ 975,378	\$ 1,893,381	\$ 1,362,055,023
13577	192	26.7670	University Park	Storm Water Improvements for Area 1 Phase 3	\$ 2,500,000	2	0%	\$ -	\$ 2,500,000	\$ 1,364,555,023
13695	193	26.6262	San Angelo	East Angelo Draw Channel Improvements	\$ 2,397,503	2	34%	\$ 815,151	\$ 1,582,352	\$ 1,366,952,386
13740	194	25.9095	San Marcos	Brianwood and River Ridge Improvements	\$ 2,352,226	2	49%	\$ 1,152,591	\$ 1,199,635	\$ 1,369,304,612
13600	195	25.8339	Harris County	Eastex Freeway Forest Sections 3 & 4 Subdivision Improvements	\$ 784,768	2	40%	\$ 313,907	\$ 470,861	\$ 1,370,089,580
13603	196	25.8257	Harris County	Ralston Acres Subdivision Drainage Improvements	\$ 1,234,161	2	35%	\$ 431,956	\$ 802,205	\$ 1,371,323,741
13601	197	25.8020	Harris County	Fallbrook, Ridgepoint and Westpoint Subdivision Drainage Improvements	\$ 1,006,170	2	34%	\$ 342,098	\$ 664,072	\$ 1,372,329,911

Abridged App #	Ranked Position	Prioritization Score	Entity Name	Project Name	Amount Requested	Category	Eligible Grant Percentage ¹	Eligible Grant Amount <small>Amount Requested x Eligible Grant Percentage</small>	Eligible Loan Amount (or Entity's Funds) <small>Amount Requested less Eligible Grant Amount</small>	Cumulative Total
13581	198	25.7963	Houston	Catalina	\$ 3,465,000	2	35%	\$ 1,212,750	\$ 2,252,250	\$ 1,375,794,911
13582	199	25.7496	Houston	Spring Shadows South	\$ 3,186,414	2	5%	\$ 159,321	\$ 3,027,093	\$ 1,378,981,325
13598	200	25.7378	Harris County	Northfield Place Subdivision Drainage Improvements	\$ 6,437,200	2	30%	\$ 1,931,160	\$ 4,506,040	\$ 1,385,418,525
13602	201	25.6999	Harris County	Oak Glen Place Subdivision Drainage Improvements	\$ 1,130,408	2	14%	\$ 158,257	\$ 972,151	\$ 1,386,548,933
13661	202	25.6952	Cameron County	Mariposa Ranch Drainage Project	\$ 575,951	3	49%	\$ 282,216	\$ 293,735	\$ 1,387,124,884
13604	203	25.6443	Harris County	Sandpiper Village Subdivision Drainage Improvements	\$ 415,138	2	15%	\$ 62,271	\$ 352,867	\$ 1,387,540,022
13525	204	25.4374	Guadalupe Blanco RA	Lake Dunlap Spillgate Replacement and Dam Armoring	\$ 40,000,000	2*	0%	\$ -	\$ 40,000,000	\$ 1,427,540,022
13672	205	25.1949	Fort Bend County Levee Improvement District #7	Brazos River Bank Stabilization	\$ 14,387,758	3	3%	\$ 431,633	\$ 13,956,125	\$ 1,441,927,780
13674	206	25.1949	Fort Bend County Levee Improvement District #7	Internal Flood Risk Reduction	\$ 25,138,328	2	3%	\$ 754,150	\$ 24,384,178	\$ 1,467,066,108
13758	207	25.1585	Sienna Plantation Levee Improvement District	Electrical Package for all District Sluice Gates	\$ 600,000	2	0%	\$ -	\$ 600,000	\$ 1,467,666,108
13759	208	25.1585	Sienna Plantation Levee Improvement District	Lighting at Pump Stations and Major Outfalls and Gates	\$ 600,000	2	0%	\$ -	\$ 600,000	\$ 1,468,266,108
13746	209	25.1585	Sienna Plantation Levee Improvement District	Structural Hardening of Brazos River Levee	\$ 5,000,000	2	0%	\$ -	\$ 5,000,000	\$ 1,473,266,108
13755	210	25.1571	Sienna Plantation Levee Improvement District	Expand Working Area and Improve Access to North Pump Station	\$ 1,300,000	2	0%	\$ -	\$ 1,300,000	\$ 1,474,566,108
13750	211	25.1571	Sienna Plantation Levee Improvement District	Flat Bank Creek Widening and Clean Out Project	\$ 2,600,000	2	0%	\$ -	\$ 2,600,000	\$ 1,477,166,108
13756	212	25.1519	Sienna Plantation Levee Improvement District	Pump Station Electrical Controls and Generator Flood Protection	\$ 1,200,000	2	0%	\$ -	\$ 1,200,000	\$ 1,478,366,108
13742	213	25.1463	Sienna Plantation Levee Improvement District	400,300 GPM Pump Station at Outfall No. 2	\$ 15,600,000	2	3%	\$ 468,000	\$ 15,132,000	\$ 1,493,966,108
13757	214	25.1463	Sienna Plantation Levee Improvement District	Atlas 14 Channel 3-48 Pipeline Culvert Replacement	\$ 750,000	2	3%	\$ 22,500	\$ 727,500	\$ 1,494,716,108
13754	215	25.1463	Sienna Plantation Levee Improvement District	Atlas 14 Southern Colony Culvert Replacement	\$ 1,400,000	2	3%	\$ 42,000	\$ 1,358,000	\$ 1,496,116,108
13743	216	25.1463	Sienna Plantation Levee Improvement District	Brazos River Erosion Project	\$ 15,000,000	2	3%	\$ 450,000	\$ 14,550,000	\$ 1,511,116,108
13752	217	25.1463	Sienna Plantation Levee Improvement District	Channel 1 Widening (Scanlan Road to Main Channel)	\$ 2,300,000	2	3%	\$ 69,000	\$ 2,231,000	\$ 1,513,416,108

Abridged App #	Ranked Position	Prioritization Score	Entity Name	Project Name	Amount Requested	Category	Eligible Grant Percentage ¹	Eligible Grant Amount <small>Amount Requested x Eligible Grant Percentage</small>	Eligible Loan Amount (or Entity's Funds) <small>Amount Requested less Eligible Grant Amount</small>	Cumulative Total
13748	218	25.1463	Sienna Plantation Levee Improvement District	Channel 4 Widening (Phase 5)	\$ 3,055,503	2	3%	\$ 91,665	\$ 2,963,838	\$ 1,516,471,611
13751	219	25.1463	Sienna Plantation Levee Improvement District	Expand Working Area and Improve Access to South Pump Stations	\$ 2,600,000	2	3%	\$ 78,000	\$ 2,522,000	\$ 1,519,071,611
13747	220	25.1463	Sienna Plantation Levee Improvement District	Main Channel Widening along Sienna Point	\$ 4,500,000	2	3%	\$ 135,000	\$ 4,365,000	\$ 1,523,571,611
13749	221	25.1463	Sienna Plantation Levee Improvement District	Sienna Point Internal Drainage Improvements	\$ 3,000,000	2	3%	\$ 90,000	\$ 2,910,000	\$ 1,526,571,611
13639	222	24.7189	Aransas Pass	Stormwater Pump Station #3 (Euclid)	\$ 6,000,000	2	17%	\$ 1,020,000	\$ 4,980,000	\$ 1,532,571,611
13572	223	24.4600	Sugar Land	Oyster Creek Diversion Channel and Storage Facility	\$ 27,400,000	2	0%	\$ -	\$ 27,400,000	\$ 1,559,971,611
13545	224	23.7571	Harris County Flood Control District	C147/C547 Flood Risk Reduction Project	\$ 25,500,000	2	35%	\$ 8,925,000	\$ 16,575,000	\$ 1,585,471,611
13622	225	23.6932	Cedar Park	Black House Creek	\$ 6,839,665	2	0%	\$ -	\$ 6,839,665	\$ 1,592,351,276
13563	226	22.9487	Sansom Park	Master Drainage Plan	\$ 353,000	2	4%	\$ 14,320	\$ 338,680	\$ 1,592,719,276
13711	227	22.8583	Matagorda County Conservation & Reclamation District No. 1	Matagorda Ring Levee Drainage Structure Improvements	\$ 2,152,700	2	50%	\$ 1,076,350	\$ 1,076,350	\$ 1,594,871,976
13553	228	22.8454	Harris County Flood Control District	Greens Bayou Mid Reach	\$ 49,100,000	2	20%	\$ 9,820,000	\$ 39,280,000	\$ 1,613,971,976
13539	229	22.7501	Kingsville	Drainage Master Plan - Location B	\$ 700,000	2	43%	\$ 301,000	\$ 399,000	\$ 1,614,671,976
13705	230	22.7209	Kilgore	Drainage Master Plan	\$ 475,000	2	13%	\$ 61,750	\$ 413,250	\$ 1,615,146,976
13718	231	22.0934	Mission	Mission Drainage System	\$ 100,000,000	2*	23%	\$ 23,000,000	\$ 77,000,000	\$ 1,715,146,976
13660	232	22.5941	Diuna SUD	Wastewater Treatment System Improvements	\$ 1,200,000	2	9%	\$ 108,000	\$ 1,092,000	\$ 1,746,346,976
13677	233	22.5368	Grand Saline	Drainage Infrastructure Improvements	\$ 1,000,000	2	55%	\$ 550,000	\$ 450,000	\$ 1,747,346,976
13788	234	21.8120	El Paso County	El Paso Hills Basin Repair and Stream 4 Basin (SOC1, SOC2)	\$ 4,650,000	2	49%	\$ 2,278,500	\$ 2,371,500	\$ 1,751,996,976
13706	235	20.9790	Los Fresnos	Drainage Master Plan & Drainage Improvements	\$ 1,674,200	2	25%	\$ 418,550	\$ 1,255,650	\$ 1,753,671,176
13712	236	20.9498	Mercedes	Collier Park Stormwater Pump Station	\$ 400,000	2	34%	\$ 136,000	\$ 264,000	\$ 1,754,071,176
13715	237	20.9498	Mercedes	FEMA Domo Stormwater Pump Station	\$ 300,000	2	34%	\$ 102,000	\$ 198,000	\$ 1,754,571,176

Abridged App #	Ranked Position	Prioritization Score	Entity Name	Project Name	Amount Requested	Category	Eligible Grant Percentage ¹	Eligible Grant Amount Amount Requested x Eligible Grant Percentage	Eligible Loan Amount (or Entity's Funds) Amount Requested less Eligible Grant Amount	Cumulative Total
13714	238	20.9498	Mercedes	Union Pacific R.R. Regional Detention Facility	\$ 750,000	2	34%	\$ 255,000	\$ 495,000	\$ 1,755,321,176
13822	239	20.9498	Weslaco	Mayor Pablo Peña Regional Detention Facility	\$ 4,900,000	2	25%	\$ 1,225,000	\$ 3,675,000	\$ 1,760,221,176
13768	240	20.9056	Waco	Barron's Branch Buyouts	\$ 3,103,875	2	44%	\$ 1,365,705	\$ 1,738,170	\$ 1,763,325,051
13761	241	20.8394	Taylor	City of Taylor Drainage Mitigation Projects	\$ 3,635,840	2	15%	\$ 545,376	\$ 3,090,464	\$ 1,766,960,891
13766	242	20.8223	Waco	Chapel Road Regional Detention Facility	\$ 4,600,000	2	0%	\$ -	\$ 4,600,000	\$ 1,771,560,891
13632	243	20.7620	Angleton	Angleton Drainage Improvements	\$ 5,796,000	2	0%	\$ -	\$ 5,796,000	\$ 1,777,356,891
13558	244	20.7338	Pleasanton	Atascosa Flood Prevention Project	\$ 78,500	2*	0%	\$ -	\$ 78,500	\$ 1,777,435,391
13730	245	20.7020	Pasadena	Golden Acres WWTP	\$ 9,044,100	2	5%	\$ 452,205	\$ 8,591,895	\$ 1,786,029,491
13741	246	20.5525	San Marcos	Castle Forest Drainage Improvements	\$ 1,600,000	2	35%	\$ 560,000	\$ 1,040,000	\$ 1,788,079,491
13703	247	20.4967	Jefferson County Drainage District #7	Redair Pump Station	\$ 92,500,000	2	5%	\$ 4,625,000	\$ 87,875,000	\$ 1,800,579,491
13813	248	20.4414	Comal County Master WID	River Road Low Water Crossing Improvement	\$ 7,000,000	2	0%	\$ -	\$ 7,000,000	\$ 1,807,579,491
13812	249	20.4414	Comal County Master WID	Voramendi Regional Stormwater Detention Facility	\$ 8,013,640	2	0%	\$ -	\$ 8,013,640	\$ 1,895,593,131
13681	250	20.4374	Guadalupe Blanco RA	Lake McQueeney Spillgate Replacement and Dam Armoring	\$ 40,000,000	2*	0%	\$ -	\$ 40,000,000	\$ 1,935,593,131
13680	251	20.4374	Guadalupe Blanco RA	Lake Placid Spillgate Replacement & Dam Armoring	\$ 40,000,000	2*	0%	\$ -	\$ 40,000,000	\$ 1,975,593,131
13701	252	20.3916	Jefferson County	Elevating Flooded Houses	\$ 800,000	2	0%	\$ -	\$ 800,000	\$ 1,976,393,131
13549	253	20.2650	Fort Bend County	Project Brazos	\$ 67,000,000	2	0%	\$ -	\$ 67,000,000	\$ 2,043,393,131
13671	254	20.1559	Fort Bend County Levee Improvement District #2	Thelen Pump Station Increased Capacity	\$ 5,367,313	2	0%	\$ -	\$ 5,367,313	\$ 2,048,760,444
13676	255	20.1433	Frisco	Trails Golf Course Grade Control	\$ 840,000	2	0%	\$ -	\$ 840,000	\$ 2,049,600,444
13544	256	20.1433	Celina	Legacy Drive Bridge	\$ 5,111,698	2	0%	\$ -	\$ 5,111,698	\$ 2,054,712,142
13710	257	18.7453	Marshall	Parker Creek Detention Pond	\$ 3,159,000	2	35%	\$ 1,105,650	\$ 2,053,350	\$ 2,057,871,142

Abridged App #	Ranked Position	Prioritization Score	Entity Name	Project Name	Amount Requested	Category ¹	Eligible Grant Percentage ²	Eligible Grant Amount Amount Requested x Eligible Grant Percentage	Eligible Loan Amount (or Entity's Funds) Amount Requested less Eligible Grant Amount	Cumulative Total
13735	258	17.7670	Richardson	West Fork Cottonwood Creek Watershed Study	\$ 300,000	2	0%	\$ -	\$ 300,000	\$ 2,058,171,142
13529	259	16.8570	Garland	Stream 2C5 Channel Improvements	\$ 14,020,000	2	13%	\$ 1,822,600	\$ 12,197,400	\$ 2,072,191,142
13713	260	15.9498	Mercedes	Northeastern Stormwater Detention Facility	\$ 1,800,000	2	34%	\$ 612,000	\$ 1,188,000	\$ 2,073,991,142
13783	261	15.8754	Cameron County	La Feria Irrigation District FM 107 Drainage Improvements	\$ 8,102,600	2	29%	\$ 2,349,754	\$ 5,752,846	\$ 2,082,993,742
13678	262	15.7670	Greenville	North Airport Retention Pond	\$ 3,500,000	2	25%	\$ 875,000	\$ 2,625,000	\$ 2,085,593,742
13692	263	15.5074	New Braunfels	Linda Park Aquatics Center Parking Lot – Green Stormwater Infrastructure Retrofit	\$ 338,559	2	0%	\$ -	\$ 338,559	\$ 2,085,932,301
13682	264	15.4620	Hays County	Hays County Community Flood Mitigation	\$ 238,035	3	0%	\$ -	\$ 238,035	\$ 2,086,170,336
13574	265	15.3700	Sugar Land	Covington West and Imperial Woods Drainage Improvements	\$ 3,000,000	2	0%	\$ -	\$ 3,000,000	\$ 2,089,170,336
13786	266	14.8191	El Paso	Flow Path 39A Detention	\$ 8,771,100	2	29%	\$ 2,543,619	\$ 6,227,481	\$ 2,097,941,436
13524	267	13.3455	Alamo Heights	Broadway Street Flood Mitigation	\$ 14,550,500	2	0%	\$ -	\$ 14,550,500	\$ 2,112,491,936
13778	268	13.0515	Highland Park	Wycliffe Avenue Improvements	\$ 3,796,000	3	0%	\$ -	\$ 3,796,000	\$ 2,116,287,936
13790	269	11.7797	El Paso County	Flow Path Number 42 (CAN1)	\$ 1,960,000	2	9%	\$ 176,400	\$ 1,783,600	\$ 2,118,247,936
13520	270	10.8176	Helotes	Parragin Road Drainage Improvements	\$ 317,250	2	3%	\$ 9,518	\$ 307,732	\$ 2,118,565,186
13739	271	10.7864	San Marcos	Wallace Addition Office Drainage Improvements	\$ 5,800,000	2	35%	\$ 2,030,000	\$ 3,770,000	\$ 2,124,365,186
13792	272	9.7790	Irving	West Irving Creek Channel Improvements	\$ 90,000,000	2	14%	\$ 12,600,000	\$ 77,400,000	\$ 2,214,365,186
13767	273	8.9382	Waco	Sharondale Drainage Improvements	\$ 3,361,910	2	50%	\$ 1,680,955	\$ 1,680,955	\$ 2,217,627,095
13737	274	8.8223	Robinson	North McLendon Drive Buyouts	\$ 599,430	2	10%	\$ 59,943	\$ 539,487	\$ 2,218,226,526
13736	275	8.8223	Robinson	Woodcock Drive Buyouts	\$ 1,764,000	2	10%	\$ 176,400	\$ 1,587,600	\$ 2,219,990,526
13641	276	8.5406	Arlington	Bonneville/Greenbrook Drainage Improvements	\$ 5,000,000	2	11%	\$ 550,000	\$ 4,450,000	\$ 2,224,990,526
13642	277	8.5406	Arlington	California Lane Drainage Improvements	\$ 8,500,000	2	3%	\$ 255,000	\$ 8,245,000	\$ 2,233,490,526

Abridged App #	Ranked Position	Prioritization Score	Entity Name	Project Name	Amount Requested	Category	Eligible Grant Percentage ²	Eligible Grant Amount Amount Requested x Eligible Grant Percentage	Eligible Loan Amount (or Entity's Funds) Amount Requested less Eligible Grant Amount	Cumulative Total
13643	276	8.5406	Arlington	Harvest Hills Channel and Drainage Improvements	\$ 14,000,000	2	5%	\$ 700,000	\$ 13,300,000	\$ 2,247,490,526
13644	279	8.5406	Arlington	Randol Mill (Cooper to Collins)	\$ 8,400,000	2	33%	\$ 2,772,000	\$ 5,628,000	\$ 2,255,890,526
13645	280	8.5406	Arlington	Stream CC2 Drainage Improvements	\$ 4,000,000	2	5%	\$ 200,000	\$ 3,800,000	\$ 2,259,690,526
13733	281	5.7670	Richardson	Cottonwood Creek Headwaters Drainage Improvements	\$ 15,870,000	2	0%	\$ -	\$ 15,870,000	\$ 2,275,560,526
13734	282	5.7670	Richardson	N. Plano Road Culvert Improvements at Hulthines Creek	\$ 2,350,000	2	0%	\$ -	\$ 2,350,000	\$ 2,278,110,526
13646	283	5.5406	Arlington	VC(A)-1 Drainage and Erosion Improvements	\$ 3,800,000	2	5%	\$ 190,000	\$ 3,610,000	\$ 2,281,910,526
13657	284	0.7670	Dallas	Modified Dallas Floodway	\$ 91,985,000	3	40%	\$ 33,100,000 ³	\$ 58,885,000	\$ 2,373,895,526
13658	285	0.7670	Dallas	Modified Dallas Floodway Extension	\$ 16,672,250	2	15%	\$ 2,500,838	\$ 14,171,412	\$ 2,390,567,776
Total Requested: \$ 2,390,567,776								\$ 389,716,658	\$ 2,000,849,118	\$ 2,390,567,776

Notes:

¹As determined by the TWD8, subject to revision upon further review. An asterisk next to a project's Category number indicates a change from the Category indicated on the abridged application.

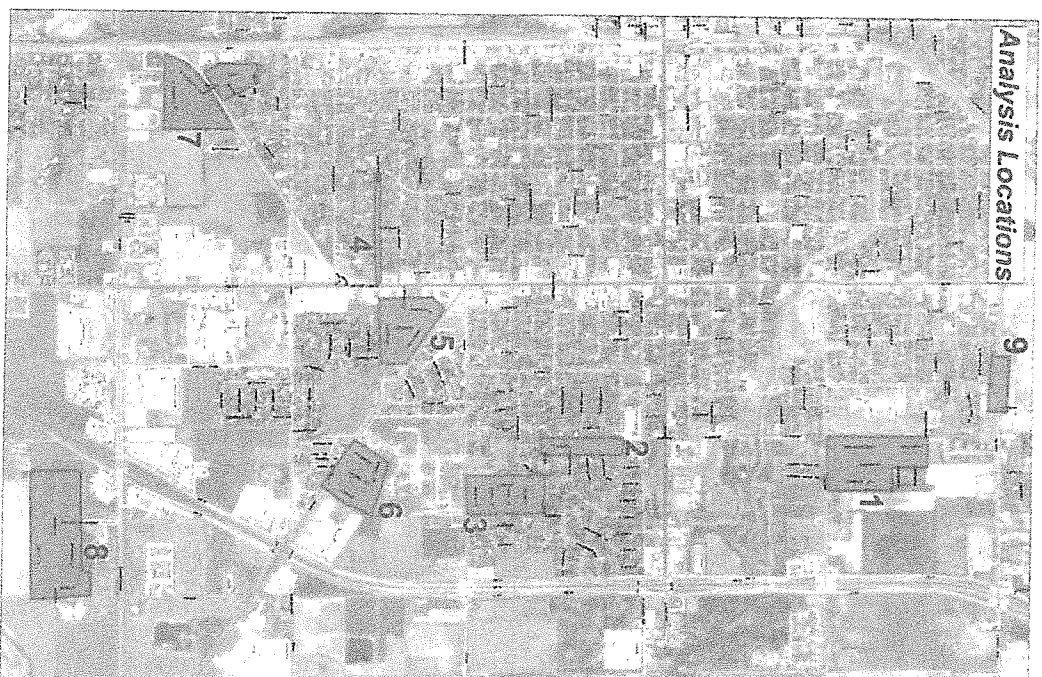
²As determined by the TWD8, subject to revision upon further review. Census data provided by the applicant was substituted with TWD8 calculations as necessary.

³The maximum grant amount per project is \$33,100,000.

Ineligible to Proceed

Abridged App #	Entity Name	Project Name	Amount Requested	Category	Reason for Determination
13624	Houston-Galveston Area Council	Greater Houston Smart Watershed Management & Mitigation	\$ 3,600,000	2*	The project was proposed under Category 1, but TWD8 determined it falls under Category 2. Councils of Government are only eligible to apply under Category 1.

Analysis Locations



Kimley»Horn

TWDB-0172
9/8/2020

APPLICANT _____ §

Notary Public, State of Texas

2020 Flood Intended Use Plan

Loan Terms

In general, the TWDB will establish loan terms appropriate for the type of activities being financed. Specifically, for 2020, the following terms will apply:

1. The interest rate on loans will be zero percent;
2. For construction projects, financing may be offered for a term of up to 30 years, provided it may not exceed the projected useful life of the project, and principal payments will commence no later than 18 months after estimated completion of project construction;
3. For planning, acquisition, and/or design only projects, financing may be offered a term of up to 10 years and principal payments will commence no later than 18 months after estimated completion of the last activity phase being financed;
4. No additional deferrals of principal will be offered in 2020;
5. Level principal repayments will be required; and
6. The recipient of a loan must establish an adequate source of revenue and/or demonstrate adequate security for the repayment of the loan as it becomes due.

Flood Information Clearinghouse Committee

Responses to questions 1 through 7 of the abridged application, along with other information included in this abridged application, will be shared with the Flood Information Clearinghouse Committee (FLICC), a new cooperative effort between the TWDB, General Land Office, Texas Division of Emergency Management, and other state and federal agencies that administer flood mitigation financial assistance programs. After review by the FLICC, the applicant may be advised of other available source(s) of funding. More information on the FLICC is available at www.texasfloodclearinghouse.org.

RESOLUTION #2020-_____

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.

WHEREAS, the Texas Legislature passed and the Texas voters approved a constitutional amendment for the Flood Infrastructure Fund program to provide financial assistance in the form of loans and grants for flood control, flood mitigation, and drainage projects;

WHEREAS, the City's 2018 Master Drainage Plan prepared by Kimley-Horn identified nine locations for drainage improvements and provided preliminary design and cost estimates for each location;

WHEREAS, the Texas Water Development Board received initial applications until June 15, 2020 for a program for grants and 0% interest loans and the City authorized the initial application via Resolution #2020-47 on June 8, 2020 to apply for funding for City drainage infrastructure projects;

WHEREAS, the City received notice on September 17, 2020 that all 9 City applications were ranked and approved for funding and now it must decide how to proceed;

WHEREAS, the Texas Water Development Board will be receiving notices of Intent to Apply until September 30, 2020 and paperwork for Step 2 of the application process until October 19, 2020, which means the City needs to decide how to move forward with Step 2 of the application process for the program for grants and 0% interest loans for drainage infrastructure funding.

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

I.

THAT the City Manager or designated representative is authorized to submit any necessary paperwork for Step 2 of the grant application process to the Texas Water Development Board for Flood Infrastructure Fund moneys for drainage projects in the City's 2018 Master Drainage Plan.

II.

THAT all proceeds from said grant including any matching grant amount from the City of Kingsville shall be administered in conformity with the grant application, the Award letter, and the approved Budget Summary.

III.

THAT the City Manager is hereby designated as the Authorized Official to accept, alter, or reject the grant.

IV.

THAT in the event of loss or misuse of funds, the City of Kingsville will return all funds to the Texas Water Development Board.

V.

THAT this Resolution shall be effective upon adoption.

PASSED AND APPROVED by a majority vote of the City Commission the 28th day of September, 2020.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM

Courtney Alvarez, City Attorney

AGENDA ITEM #10

**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.

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.

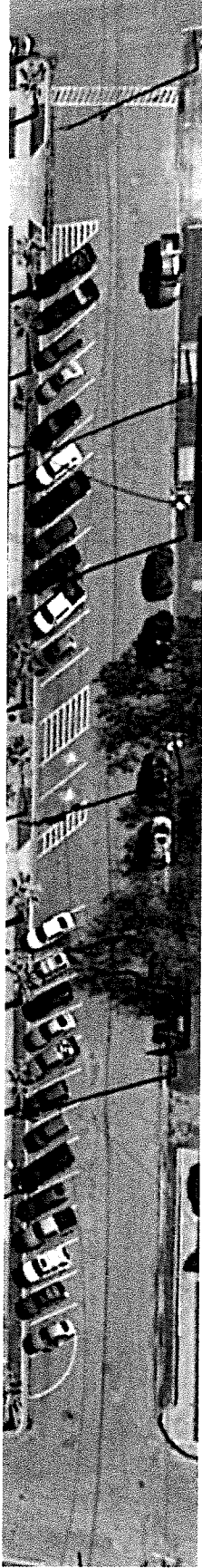
Attachments:

Site Map

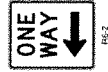
Draft Ordinance

KLEBERG COUNTY COURTHOUSE SQUARE - CURRENT VIEW





VETERANS MEMORIAL DIVE CURRENT SIGNAGE



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 12TH STREET TO 11TH 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 12th Street to 11th 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 12th Street to 11th 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