

City of Kingsville, Texas

AGENDA CITY COMMISSION MONDAY, OCTOBER 10, 2016 REGULAR MEETING

**CITY HALL COMMUNITY ROOM
400 WEST KING AVENUE
6:00 P.M.**

I. Preliminary Proceedings.

OPEN MEETING

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

MINUTES OF PREVIOUS MEETING(S)

Special Meeting – August 31, 2016

Regular Meeting – September 26, 2016

APPROVED BY:


Jesus A. Garza
City Manager

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

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."

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being discussed separately unless requested by a Commission Member in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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 acceptance of Keep Kingsville Beautiful donation/fundraiser proceeds of \$700.13 for that organization. (Director of Finance).
2. Motion to appointment of Rey Suarez to the Zoning Board of Adjustment for a two (2) year term. (Director of Planning and Economic Development).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

3. Consider a resolution of the City of Kingsville City Commission in support of the planning, design, and construction of sidewalks on SH 141 (King Street), from BU77V (14th Street) to US77. (City Engineer/Public Works Director)
4. Consider out of state travel for two Fire Department personnel to Winter Park, Florida within the last week of October 2016 and the first week of November 2016 to conduct a final inspection of a new Fire/EMS Ambulance for the department. (Fire Chief).
5. Consider a resolution expanding the Main Street District for the City of Kingsville, Texas. (Downtown Manager).
6. 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 2016 through 2019. (City Manager).
7. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances by amending Chapter VII, Article 6, Schedule II, providing for no parking on the southernmost side of Corral Avenue lying anywhere between its intersection with Seale Street to its intersection with Santa Rosa Avenue. (City Engineer/Public Works Director).
8. Executive Session: Pursuant to Section 551.072, Texas Government Code, Deliberations regarding Real Property Exception, the City Commission shall convene in Executive Session to discuss the purchase, exchange, lease, or value of real property as deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third party. (City Manager).

VII. Adjournment.

1. No person's comments shall exceed 5 minutes. Cannot be extended by Commission.
2. No person's comments shall exceed 5 minutes without permission of majority of Commission.

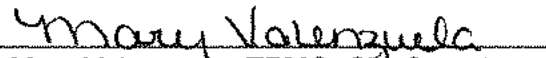
3. Comments are limited to 3 minutes per person. May be extended or permitted at other times in the meeting only with 5 affirmative Commission votes. The speaker must identify himself by name and address.
4. Items being considered by the Commission for action except citizen's comments to the Mayor and 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:

October 6, 2016 at 10:00 A.M. and remained so posted continuously for at least 72 hours proceeding the schedule time of said meeting.


Mary Valenzuela, TRMC, 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 31, 2016

A SPECIAL MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON WEDNESDAY, AUGUST 31, 2016 IN THE HONORABLE ROBERT H. ALCORN COMMISSION CHAMBERS 200 EAST KLEBERG AVENUE AT 4:00 P.M.

CITY COMMISSION PRESENT:

Sam Fugate, Mayor
Edna Lopez, Commissioner
Arturo Pecos, Commissioner
Noel Pena, Commissioner
Al Garcia, Commissioner

CITY STAFF PRESENT:

Jesús Garza, City Manager
Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
Tom Ginter, Director of Planning & Development Services
Emilio Garcia, Health Director
Bill Donnell, Assistant Public Works Director
Diana Gonzales, Human Resources Director
Susan Ivy, Parks Manager
David Solis, Risk Manager
Deborah Balli, Finance Director
Charlie Cardenas, Public Works Director/Engineer
Sharam Santanilla, Capital Improvement Manager
Leo Alarcon, Tourism Director
Robert Rodriguez, Library Director
Stacie Pena, Accountant Manager
David Bodiford, Accountant Supervisor
Cynthia Martin, Downtown Manager
Ricardo Torres, Chief of Police
Julian Cavazos, Police Department

I. Preliminary Proceedings.

OPEN MEETING

Mayor Fugate opened the meeting at 4:00 P.M. with all five Commission members present.

CONVENE INTO BUDGET WORKSHOP:

Review and discuss proposed fiscal year 2016-2017 budget for departments of the City of Kingsville. (City Manager).

Mr. Jesús Garza, City Manager reported tonight's presentation will consist of compensation and benefits for all city employees. Benefits will be discussed first as it effects all employees, civil service and non-civil service employees. The compensation study is primarily focused for non-civil service employees.

Mrs. Diana Gonzales, Human Resources Director reported that staff went out for bids on the Health Plan. It was reviewed by the consultant Carlisle. City employees will continue to pay \$30 for employee only on their Health Insurance and \$118 month for family. There are no changes to the benefits. Mike Cook of Nationwide has looked at the offers that are available to the employees

and he has been able to look at efficiencies as well such as consolidate instead of having so many companies from six to three. Dental will be going from Ameritas to Metlife. Dearborn National provides the employee life insurance that is provided by the City. This pays one years' worth the salary of the employee up to \$50,000. This is the same company that is providing the short-term and long-term disability as well as group term life insurance and accidental critical illness. This year on the group term life, employees have \$100,000 cover guaranteed without any medical questions asked. For the spouse it is guaranteed \$20,000.

Commissioner Garcia asked that on the guaranteed issue, is that for term. Mrs. Gonzales responded that it is group term life. Garcia further asked if this was up to the extent of the employment of the employee. Gonzales responded yes, but there is an option to convert to an individual policy.

Mrs. Gonzales reported that on the critical illness is offered through Dearborn. Cincinnati Life offers whole and term life insurance. In addition, employees also have the option for some secondary retirement supplemental such as Nation Wide and ICMA. Some revisions that staff will be looking into is updating the mileage reimbursement, refocusing the safety pay for frontline employees as well as the safety day that is awarded. Staff is reviewing the separation pay policy. At this time employee that come work for the City and leave after six months, the current policy allows them to take all their vacation accrued and half of their sick leave. This is something that needs to be reviewed and possibly change from six months to twelve months. Staff is also looking into implementing a sick leave pool for catastrophic events.

Mr. Garza reported that staff is looking into evaluating the city cell phones policy. Staff has been looking a data to see what is the usage rate on the phones in contrast to what the city is paying. Staff is considering into going to a bring your own device option and receive a cell phone stipend, instead of having city phone. By doing this, it will result in some savings to the City. There's about 93 lines, including other electronic devices, and the city pays about \$3,000 per month for the data service. The average daily use of minutes is less than 30 minutes. These changes are not being proposed at this time, but it's something that needs to be looked into for this next fiscal year. Garza further discussed the Employee Health Clinic that the County Judge is trying to put in place. For the last several months, the County Judge has been spearheading some meetings, inclusive of various employers within our area such as the King Ranch and KISD discussing the concept of establishing an employee health clinic being runned by Spohn. Spohn has been a part of these meetings as well and the first time for them doing an employee health clinic. The employee health clinic would be housed in the Exxon Building, which is a building owned by the County. The County has been spearheading some buildout estimates to determine what the cost would be to renovate for this clinic. The estimated cost as of now is about \$300,000 of capital cost. The vision that the County Judge has is for this cost to be split between the different entities that choose to be a part of this clinic. The city has been in discussion with Carlisle to see if this is a benefit to the city. With the increase in employee age, health cost will be going up. The Wellness clinic is a good idea for preventative care. This clinic is not only for employees but well be opened to the entire community. There is no money allocated for this clinic in the city's proposed budget.

Commissioner Garcia asked why compete with doctor's that already see patients. Mr. Garza commented that a Nurse Practitioner will see the patients that come into the clinic and will also be able to write prescriptions.

Mayor Fugate asked that if this is something that the City needs to participate now or is this something that the city can join at a later time. Mr. Garza responded that this is something that the city would need to agree on now or not join at all.

Commissioner Pena commented that he is uncomfortable in committing to this clinic as he feels that more information is needed.

Mr. Garza commented that as for the compensation study that was performed it does not include the positions of City Manager, City Attorney, or Municipal Judge.

Mr. Bob Longmeyer representative for Public Sector Personnel Consultants, presented to the City Commission the Compensation Study that was done on employees of the City of Kingsville. The City of Kingsville employs 334 employees. The study done is based on salary schedule from minimum to maximum. This study compares salaries by the position rather than by the employee performance. This study shows that 77% of jobs are behind market. If it is considered more than 5% behind the mid-point, that's the criteria for behind market. It was found that about 80% of jobs fell into these criteria. Another 15% were at market and a couple that were ahead of market. With those that are ahead of market it is not recommended that anyone's salary go backwards. First Southwest helped identify eight criteria to select eleven comparator organizations in addition to local private sector. Some are local where Kingsville competes for recruitment and retention of staff. Some are across the State but have similar factors. These organizations were most closely aligned to those factors. Some of the entities that were compared to this study were Alice, Balch Springs, Kingsville ISD, Eagle Pass, Kleberg County, and a few others. Longmeyer commented that the 3-year implementation plan is as follows, year 1, move non-exempt onto new salary schedule. This will align the positions by 95% market. Combine salary ranges where applicable. Adjust exempt employees based on FLSA rules. Move exempt to within 95% of market. The total cost of year one for non-exempt employees is \$123,000 and exempt employees will cost \$64,000. Year 2 has us moving non-exempt jobs into proper ranges based on survey findings. Move exempt jobs to 100% of market. Provide COLA to anyone not affected in year 1 or year 2. Update anniversary increases on salary range. The total cost for year 2 for non-exempt employees is \$193,000 and for exempt employees is \$60,000, with approval from the Commission in 2017. Year 3 will provide COLA and/or longevity pay. The longevity pay would be at \$48 per year of service. A ten-year employee would receive \$480, paid as one-time bonus or added to salary depending upon payroll ease.

Commissioner Pecos asked that for non-exempt employees, for year one will cost the city \$183,000 and for the exempt will cost \$64,000 for a total of \$187,000. Mr. Garza responded that this was correct and has been built into the budget presented. Garza passed out a handout showing some of the increases being proposed for year one and year two. Commissioner Pecos asked what the cost will be for the second year. Mr. Garza responded that the cost would be \$193,000 for non-exempt and \$60,000 for exempt. This is based on information now as dollar amount may change because of attritions or any assumptions made now may change for year two. If the City doesn't have funds for year 2 then we don't do the second year. There is nothing binding the Commission to do all three years.

Commissioner Garcia asked if this is an additional amount that needs to be included in the budget. Mr. Garza responded that the amount for year 1 is already included in the upcoming fiscal year. Commissioner Garcia further asked if for the next fiscal year (2018-2019) the City will be funding an additional \$193,000. Mr. Garza stated that this is correct which is the reason why staff would need to have this conversation with the Commission next year. This will all depend if there are sufficient funds for year 2. Commissioner Garcia commented that he doesn't discount that the City need to do something but it is a lot of money. Mr. Garza commented that if the dollar amount for year two causes for concern, year 2 can be revisited later. At this time staff is focused on year one. Commissioner Garcia commented that staff needs to take into consideration COLA increases for year two and year three. Mr. Garza responded that it would already include it.

Commissioner Garcia stated that he is concerned about the unknown for the future and would like to see year two spread out among two years.

Mayor Fugate commented that every year the Commission approves raises but never with a study being done. Fugate further commented that the greatest asset are our employees and they need to be compensated for work done. Staff needs to concentrate on year one and then deal with year two the next fiscal year.

Mayor Fugate recessed the budget workshop at 5:18 P.M.

REGULAR MEETING RESUMES AT 6:00 P.M.

Mayor Fugate reconvened this meeting into the regular meeting of the agenda at 6:00 P.M. with five Commission members present.

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

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

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

1. Public Hearing on a proposed tax rate increase from \$.84220 to \$.89000 for Fiscal Year 2016-2017. (Finance Director).

Mayor Fugate announced and opened this public hearing at 6:01 P.M.

Mrs. Deborah Balli, Finance Director, reported that the budget for Fiscal Year 2016-2017 was based on the tax rate of \$.84220.

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

There being no comments made, Mayor Fugate closed this public hearing at 6:03 P.M.

2. Public Hearing on proposed Fiscal Year 2016-2017 budget. (Finance Director).

Mayor Fugate announced and opened this public hearing at 6:03 P.M.

Mayor Fugate commented that the proposed budget is posted on the City's website as well as a copy made available for review in the City Secretary's Office.

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

There being no comments made, Mayor Fugate closed this public hearing at 6:04 P.M.

III. Reports from Commission & Staff²

"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, Convention and Visitor's Bureau, Chamber of Commerce, Coastal Bend Council of Governments, Conner Museum, Keep Kingsville Beautiful, and Texas Municipal League. Staff reports include the following: Building & Development, Code Enforcement, Proposed Development Report; Accounting & Finance – Financial & Investment Information, Monthly Financial Reports; Police & Fire Department – Grant

Update, Police & Fire Reports; Street Updates; Public Works- Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, Administration –Workshop Schedule, Interlocal Agreements, Public Information, Hotel Occupancy Report, Quiet Zone, Proclamations, Health Plan Update, Tax Increment Zone Presentation, Chapter 59 project. No formal action can be taken on these items at this time."

Mayor Fugate thanked staff for all their hard work in preparing the new fiscal year budget. He also thanked Susan Ivy for her assistance in the Xeriscape Garden.

IV. Public Comment on Agenda Items³

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

No public comments made.

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 or a citizen, 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 2016-2017 budget for departments of the City of Kingsville. (City Manager).**

No further discussion took place on the proposed fiscal year 2016-2017 budget.

2. **Consider authorizing staff to negotiate the purchase of land for the landfill. (City Manager).**

Mr. Garza commented that the landfill is currently going through a permit amendment to increase its capacity. An opportunity has risen to purchase property adjacent to the landfill that would help guarantee that increased capacity challenges are met.

Motion made by Commissioner Garcia, Commissioner Pena, Commissioner Pecos to authorize staff to negotiate the purchase of land for the landfill, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Lopez, Pena, Pecos, Garcia, Fugate voting "FOR".

3. Executive Session: Pursuant to Section 551.074, Texas Government Code, Open Meetings Act, Personnel Matters, the City Commission shall convene in Executive Session to deliberate the evaluation of the City Manager, the City Attorney and the Municipal Court Judge. (Mayor Fugate).

Mayor Fugate announced the Executive Session and convened the City Commission into closed session at 6:05 P.M.

Mayor Fugate reconvened the City Commission meeting into open session at 6:48 P.M.

VI. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 6:49 P.M.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, TRMC, City Secretary

SEPTEMBER 26, 2016

A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, SEPTEMBER 26, 2016 IN THE HONORABLE ROBERT H. ALCORN COMMISSION CHAMBERS 200 EAST KLEBERG AVENUE AT 6:00 P.M.

CITY COMMISSION PRESENT:

Edna Lopez, Mayor Pro-tem
Arturo Pecos, Commissioner
Noel Pena, Commissioner
Al Garcia, Commissioner

CITY COMMISSION ABSENT:

Sam Fugate, Mayor

CITY STAFF PRESENT:

Jesús Garza, City Manager
Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
Tom Ginter, Director of Planning & Development Services
Emilio Garcia, Health Director
Bill Donnell, Assistant Public Works Director
Diana Gonzales, Human Resources Director
Susan Ivy, Parks Manager
David Solis, Risk Manager
Deborah Balli, Finance Director
Adrian Garcia, Fire Chief
Charlie Cardenas, Public Works Director/Engineer
Ricardo Torres, Police Chief
Sharam Santanilla, Capital Improvement Manager
Leo Alarcon, Tourism Director
Pete Pina, Landfill Supervisor
Robert Rodriguez, Library Director
Jennifer Bernal, Community Appearance Supervisor
Charlie Sosa, Street Supervisor

I. Preliminary Proceedings.

OPEN MEETING

Mayor Pro-tem Lopez called the meeting to order in the Robert H. Alcorn Commission Chamber at 6:00 p.m. and announced quorum with four Commission members present. Mayor Fugate being 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)

Special Meeting – August 23, 2016

Special Meeting – August 30, 2016

Regular Meeting – September 12, 2016

Mayor Pro-tem Lopez asked for a motion to approve the minutes of August 23, 2016, August 30, 2016, and September 12, 2016.

Motion made by Commissioner Pecos to approve the minutes of August 23, 2016, August 30, 2016, and September 12, 2016 as presented, seconded by Commissioner Pena. The motion was passed and approved by the following vote: Pena, Pecos, Garcia, Lopez, voting "FOR".

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

1. Public hearing for an alcohol variance for a Beer and Wine Retailer's Off-Premise Permit for an establishment known as Double Seven located at 1414 N. 14th Street, Kingsville, Texas. (Director of Planning and Development Services).

Mayor Pro-tem Lopez announced and opened this public hearing at 6:03 P.M.

Mr. Tom Ginter, Director of Planning and Development Services reported that this establishment has been approved an alcohol variance back in September, 2015. Because of ownership name change it will require for the owner to apply for a new Alcohol License. This establishment comes within 1,000ft of two registered daycares and one church. All proper notices were mailed to individual's within 300ft radius of the establishment. Staff has not received any negative feedback since notices were sent out.

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

There being no comments made, Mayor Pro-tem Lopez closed this public hearing at 6:04 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, 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 announced that the next City Commission meeting is scheduled for October 10, 2016. With some staff being out next week attending the Texas Municipal League Annual Conference on October 4-7, 2016, the deadline for agenda items for the October 10th meeting has been moved up to Wednesday, September 28th. Alvarez further announced that Risk Manager, David Solis will be hosting training on Wednesday, September 28, with two sessions at 10:00 A.M. and 2:00 P.M. Alvarez thanked all those individuals who assisted in the Trash-Off event that occurred this past weekend.

Mayor Pro-tem Lopez presented a proclamation to Jennifer Radcliffe, representative of the Women's Shelter for National Domestic Violence Awareness Month.

IV. Public Comment on Agenda Items.³

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

No public comments made.

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

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

2. Motion to approve final passage of an ordinance amending the Fiscal Year 2015-2016 budget to cover end of year deficit accounts and to close and or create additional funds. (Director of Finance).

3. Motion to approve final passage of an ordinance authorizing the Finance Director to write-off City of Kingsville accounts receivables in the amount of fifty-eight thousand one hundred and one dollars and thirty-one cents (\$58,101.31), where it has been determined that such accounts are uncollectible. (Director of Finance).

4. Motion to approve a resolution authorizing the City Manager to enter into an Engagement Letter Agreement between the City of Kingsville, Texas and John Womack & Co., P.C. for the 2015-2016 Fiscal Year Audit. (Director of Finance).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

5. Consider a resolution approving the City of Kingsville's 2016 Tax Roll as submitted by the Kleberg County Tax Assessor-Collector pursuant to the Texas Property Tax Code, Chapter 26, Section 26.09(e). (Director of Finance).

Mrs. Melissa De La Garza, Kleberg County Tax Assessor-Collector reported on the City of Kingsville's 2016 Tax Roll by the stating the following: The 2016 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 of 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 2016 tax year. Values and taxes are at a ratio of 100% of appraised value. The 2016 Tax Roll for the City of Kingsville is stored

in the Kleberg County Tax Office in compliance with the State Records 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 2016 Tax Roll as reflected on the attached summary page taken directly from the 2016 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 26th day of September, 2016. Mrs. De La Garza further stated that the actual tax levy is based on the adopted tax rate of 0.00842200 for an actual tax levy amount of \$6,654,359.93.

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

6. Consider an alcohol variance for a Beer and Wine Retailer's Off-Premise Permit for an establishment known as Double Seven located at 1414 N. 14th Street, Kingsville, Texas. (Director of Planning & Development Services).

Motion made by Commissioner Pena to approve this alcohol variance, seconded by Commissioner Pecos. The motion was passed and approved by the following vote: Pena, Pecos, Garcia voting "FOR". Lopez voting "AGAINST".

7. Consider a resolution authorizing the Mayor to enter into a one-year Water Supply Contract with the South Texas Water Authority. (City Attorney).

Mrs. Alvarez reported that the City of Kingsville and STWA currently have a one-year water supply contract that is set to expire on September 30, 2016. The City and STWA are working on terms for a longer term water supply contract but have not finalized wording on that contract. STWA has presented this new one-year water supply agreement for fiscal year 2016-2017, under identical terms as the existing contract. The only change is the to the agreement is the term. This item will expend up to \$300,000 for purchase of water, which is budgeted in the Fiscal Year 16-17 budget for the City of Kingsville.

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

8. Consider resolution authorizing the City Manager to enter into a construction contract between the City of Kingsville and Rusty Van Fleet Construction Company for the Cottage Building renovation project, as per competitive sealed proposal process. (Director of Purchasing & Technology).

Mr. David Mason, Purchasing & Technology Director reported that the City in conjunction with Ferrell and Brown Architects advertised for Competitive Sealed Proposals on July 27 and August 3, 2016. Three proposals were opened on Tuesday, August 9, 2016. Proposals were judged on quantitative and qualitative methods by the review committee of Jesús Garza, Tom Ginter, Charlie Cardenas, Courtney Alvarez and David Mason. The results of the tally showed Van Fleet Construction with the highest point total. During the September 12, 2016 City Commission meeting, staff was authorized to negotiate a fair and reasonable contract with Rusty Van Fleet Construction for the renovation of the Cottage Building as that company was the highest ranking firm under competitive sealed proposal process. This item will expend \$895,000 which is budgeted in FY 16-17 from 033-5-1030-17311, CO 2016-City Hall Cottage-Building Remodel.

Commissioner Pena asked if this item is approved, when will work begin. Mr. Mason responded that work will begin fourteen days after notice to proceed is sent and after retrieving bond.

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

9. Consider award for Engineering Services (RFQ16-14) for Wastewater Treatment Plant capacity analysis and authorize staff to negotiate a contract, as per staff recommendation. (Director of Purchasing & Technology).

Mr. Mason reported that this items provides staff recommendation for RFQ 16-14 Wastewater Treatment Plant Capacity Analysis. Advertisement was done in the Kingsville Record on August 21 and August 28, 2016 and it was available on the City of Kingsville website. A total of three proposals were received by the September 6, 2016 closing date and subsequently evaluated by the review committee of Frank Garcia, William Donnell, Charlie Cardenas, and Mr. Mason. The top ranked firm was that of Kimley Horn. There is no financial impact until the contract is negotiated. It is recommended that RFQ 16-14 be awarded to the firm of Kimley Horn of Fort Worth, TX.

Mr. Charlie Cardenas, Public Works Director/Engineer reported the in September 2015 city experienced high rain event. Wastewater can be treated up to one million gallons per day. But the average has always been half of that amount. When you reach 75% of capacity, there is a need to redesign for expansion. Due to high rain event a sudden spike occurred within the wastewater treatment. that a preliminary assessment was done to see if the expansion was needed. Preliminary report shows that the expansion is needed now. Until a more thorough evaluation was done that it was concluded that the need for the expansion was until 2026. Once the RFQ is awarded it is a six-month project before a report is received.

Commissioner Pena asked if Mr. Cardenas was satisfied with the selection made by staff. Mr. Cardenas responded that he is satisfied.

Commissioner Pecos asked what caused the spike. Mr. Cardenas responded that the spike was caused by the heavy rainfall.

Commissioner Garcia asked if there any financial impact to the City. Mr. Cardenas responded that at this time they will negotiate a contract then bring it back to Commission for approval, but there is money allocated for this in the new fiscal year budget.

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

VI. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 6:23 P.M.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, TRMC, City Secretary

CONSENT AGENDA

AGENDA ITEM #1



MEMORANDUM

To: Mayor and City Commissioners

Cc: Jesus A. Garza, City Manager

From: Deborah R. Balli, Finance Director

Date: September 26, 2016

Subject: Keep Kingsville Beautiful Donation/Fundraiser

The accounting for the Keep Kingsville Beautiful Donation/Fundraiser proceeds totaling \$700.13 from the "Fill the Flower Pot" fundraiser and t-shirt sales will be deposited into the Pooled Cash account and booked as a liability to Keep Kingsville Beautiful. The funds will be issued upon request with appropriate support documentation.



Community Appearance Division

TO: Jesus Garza, City Manager
FROM: Jennifer Bernal, Community Appearance Supervisor
SUBJECT: Agenda Item
DATE: September 26, 2016

The Keep Kingsville Beautiful held a "Fill the Flower Pot" fundraiser (similar to the fire dept. fill the boot) on the morning of Saturday September 24th at the intersection of King & 14th St.

Volunteers from TAMUK helped raise \$665.13. We also sold KKB T-Shirts for a total of \$35.00.

A grand total of \$700.13 was raised this weekend. These funds will go towards various beautification projects throughout the city.

AGENDA ITEM #2

**City of Kingsville
Planning and Development Services**

TO: Mayor and City Commissioners
CC: Jesus A. Garza, City Manager
FROM: Tom Ginter, Director of Planning and Development Services
DATE: September 29, 2016
SUBJECT: Appointment of Reynaldo Suarez to the Board of Adjustment

Summary:

The Board of Adjustment is short one member since the resignation of Dr. Nix. This item allows the City Commission to appoint Reynaldo Suarez to the Board of Adjustment.

Background:

The Board of Adjustment is short a member due to the resignation of Dr. Nix. Reynaldo Suarez has submitted his resume and is interested in being appointed to the Board of Adjustment. I believe that his work experience would be beneficial to the Board of Adjustment.

Financial Impact:

None

Recommendation:

Appoint Reynaldo Suarez to the Board of Adjustment.



REYNALDO SUAREZ
810 S 23rd St.
Kingsville, TX 78363

Phone: [REDACTED]
rsuarez@kingsvilleisd.com

E-mail:

OBJECTIVE

To work in a director level position that is challenging to my career and allows room for advancement and growth.

EDUCATION

Coastal Bend College
Associate of Applied Science

EXPERIENCE

March 2002 – Present

Director of Maintenance, Transportation, Custodial & Construction
Kingsville Independent School District, Kingsville, Tx.

- Supervise facilities, maintenance, custodial, transportation departments, new construction projects, and manage department assets.
- Oversee payables, receivables, travel, purchasing, annual leave/sick records, monthly payroll, contracts and grants.
- Help prepare annual operating budget, reconciliation of unit accounts, and prepare financial and statistical reports.
- Coordinate annual fiscal year closing activities.

January 2000 – 2002

Self Employed - Owner

Suarez General Contracting Residential and Commercial

- Bid and secure contracts for residential and commercial projects.
- Oversee construction projects of painting, additions, remodel, and roofing.
- Ensure that customer service is being provided during the project and oversee any changes.
- Ensure completion according to the contract documents and customer satisfaction.

February 1997 – March 2000

Director of plant operations and safety officer

Christus Spohn Hospital Beeville, Beeville, Tx.

- Oversee the plant operations department, security, and construction.
- Approve cost on journals, project and compile budgets.
- Construction project planning, estimating, purchasing, interpret & assign contracts, cost reports & reconciliation.
- Oversee all aspects of plant operations as well as serving as the safety and security officer.

September 1980 – March 1997

Director of Maintenance, Transportation, Custodial & Construction

Taft ISD, Taft, Texas

- Supervise facilities, maintenance, custodial, transportation departments, new construction projects, and manage department assets.
- Oversee payables, receivables, travel, purchasing, annual leave/sick records, monthly payroll, contracts and grants
- Coordinate annual fiscal year closing activities.

SPECIAL SKILLS

- Oversee approximately \$88 million of Bonds and Grants for construction from 2002 to present.
- Meet with stakeholders during schematic design phase of construction in order to serve our customer.

- Once the data is gathered and evaluated, we move on to design development, construction drawings and administration.
- Manage additions to Kleberg and Perez Elementary and HVAC replacement of entire campus (SECO Grant).
- Administer new construction to Gillett Intermediate School, Rolando Intermediate School, Rolando Molina Fine Arts Facility, Harvey Elementary, and H M King High school.
- Oversee current construction of 2 FEMA safe rooms domes scheduled to complete in September.

REGULAR AGENDA

AGENDA ITEM #3

**City of Kingsville
Engineering/Public Works**

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Charlie Cardenas, P.E., City Engineer/Director of Public Works

DATE: October 10, 2016

SUBJECT: Resolution in support of the planning, design, and construction of sidewalks on SH 141 (King Avenue), from BU 77V (14th Street) to US 77.

Summary:

This Item is to consider a resolution of support for the planning, design, and construction of sidewalk on King Street between 14th Street and US Highway 77.

Background:

The portion of State Highway 141 (King Avenue) between BBU 77V (14th Street) and U.S. Highway 77 is a busy section of roadway which lacks the sidewalk infrastructure necessary to accommodate the needs of our community. This issue has been brought to the attention of city officials and the City of Kingsville believes that in order to minimize the risk of fatalities and to reduce the severity of any injury to persons or property along King Avenue, action has to be taken to begin the planning, design and construction of sidewalk along the said street.

Financial Impact:

No financial Impact.

Recommendation:

The City recommends we champion (sponsor) as the lead agency with a sidewalk program and partner with the Texas Department of Transportation.



RESOLUTION #2016-_____

A RESOLUTION OF THE CITY OF KINGSVILLE CITY COMMISSION IN SUPPORT OF THE PLANNING, DESIGN, AND CONSTRUCTION OF SIDEWALKS ON SH 141 (KING AVENUE), FROM BU 77V (14TH STREET) TO US 77.

WHEREAS, SH 141 (King Avenue), from BU 77V (14th Street) to US 77, is within the city limits of the City of Kingsville ("City"); and

WHEREAS, SH 141 is a state highway and is operated and maintained by the Texas Department of Transportation ("TXDOT"); and

WHEREAS, pedestrian traffic currently exists on said portion of SH 141; and

WHEREAS, the City can act and make requests to TXDOT for public health and safety issues; and

WHEREAS, the City of Kingsville recognizes the need for sidewalks to serve the pedestrian traffic at this area within the city; and

WHEREAS, the City desires to minimize the risk of fatalities and injuries and/or reduce the severity of any injury to persons or property by requesting TXDOT install sidewalks on SH 141 (King Avenue), from BU 77V (14th Street) to US 77.

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

1. **THAT** the City of Kingsville supports and encourages the Texas Department of Transportation to allocate funding for the planning, design, and construction of sidewalks on SH 141 (King Avenue), from BU 77V (14th Street) to US 77.
2. **THAT** this Resolution shall become effective upon adoption.

PASSED AND APPROVED by the City Commission of the City of Kingsville this the 10th day of October, 2016.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #4

**City of Kingsville
Fire Department**

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Adrian Garcia, Fire Chief / EMC

DATE: October 10th, 2016

SUBJECT: Fire / EMS Ambulance Final Inspection – Out of State Travel

Summary:

The Kingsville Fire Department is requesting approval to send two (2) Fire Department personnel out of state to conduct a final inspection of a new Fire / EMS Ambulance being assembled in Winter Park, FL, within the last week of October and first week of November 2016. (Dates vary due to assembly)

Background:

The final construction inspection is a critical aspect of finalizing and accepting a new fire service apparatus before taking it off the production line. This inspection will allow fire service personnel to thoroughly check vital components of the new apparatus and manually examine all equipment for proper operation and functionality. Furthermore, any discrepancies identified can be immediately corrected at the manufacturing plant before accepting and taking delivery of the new apparatus.

Lastly, the inspection is scheduled for (2) days, including travel to and from the Road Rescue Manufacturing Plant located at 2737 Forsyth Rd., Winter Park, FL 32792. In addition, cost for (1) fire department member traveling for the final inspection is entirely covered with the purchase of the new ambulance, including airfare, lodging, airport transfers, and meals.

Financial Impact:

The additional fire department member is not covered with the purchase of the new ambulance and we are estimating approximately \$1,500.00 in travel expenses, which will be incurred by the fire department. These monies will cover airfare, lodging, airport transfers, and meals for the second member assisting with the final inspection and the funds are available within the Travel and Training account (001-5-220-0-316.00).

Recommendation:

The following out of state travel is in support of efforts and goals set by the Kingsville FD to insure timely delivery and acceptance of a new Fire / EMS Ambulance by December 2016. Our recommendation is that the Commission approve the out of state travel for (2) fire service personnel.



AGENDA ITEM #5

City of Kingsville Downtown

TO: Mayor and City Commissioners
CC: Jesus A. Garza, City Manager
FROM: Cynthia Martin, Downtown Manager/Historic Preservation Officer
DATE: September 27, 2016
SUBJECT: Proposed expansion of the Kingsville Main Street District

Summary: This agenda item seeks to expand the boundaries of Kingsville's current Main Street District to include properties along Kleberg Avenue from the railroad tracks on the east (the current boundary) to 2nd Street on the west and from Yoakum Avenue on the north to King Avenue on the south. A map showing the proposed expansion is attached.

Background: The boundaries of Kingsville's current Main Street District were established in 2011 when Kingsville rejoined the Texas Main Street program. At this time, City Hall was located within the Main Street District. Now that City Hall has moved, it seems appropriate to extend the district to include our current City Hall. Our 'Main Street,' Kleberg Avenue, would then be bracketed by City Hall on one end and the Kleberg County Courthouse on the other. From a planning point of view, it is a good idea to include this portion of Kleberg in the Main Street District. The expansion of the district could serve to jumpstart redevelopment in the new area. This area has the potential to become like a "civic center" and it is a great redevelopment strategy to locate public institutions in the district to serve as anchors. The Texas Historical Commission has given their approval to change the boundaries of the Kingsville Main Street District as proposed.

Financial Impact: None.

Recommendation: It is recommended to approve the expansion of Kingsville's Main Street District per the attached map.



RESOLUTION NO. 2016-_____

A RESOLUTION EXPANDING THE MAIN STREET DISTRICT FOR THE CITY OF KINGSVILLE, TEXAS.

WHEREAS, the City desires to preserve, redevelop and revitalize the Kingsville Main Street District; and

WHEREAS, the City had adopted a City Master Plan in 2008 that endorses such preservation, redevelopment and revitalization; and

WHEREAS, the City had authorized the establishment of a Kingsville Main Street Program and District in 2011 when the City joined the Texas Main Street program; and

WHEREAS, the City has approved resolutions annually to continue participation in the Texas Main Street Program; and

Whereas, the expansion of the district could serve to jump start redevelopment in the expansion area; and,

Whereas, the City desires to expand the Kingsville Main Street District to include properties along Kleberg Avenue from the railroad tracks on the east (the current western boundary) to 2nd Street on the west and from Yoakum Avenue on the north to King Avenue on the south, so that the district would be bracketed by the County Courthouse on one end of Kleberg Avenue and the new City Hall on the other end of Kleberg Avenue; and

Whereas, the expansion has already been approved by the Texas Historical Commission, who oversees the Texas Main Street program.

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

I.

THAT the Kingsville Main Street District (attached hereto as Exhibit A) is hereby approved as of the effective date of this resolution;

II.

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

III.

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

PASSED AND APPROVED by a majority vote of the City Commission on the 10th day of October, 2016.

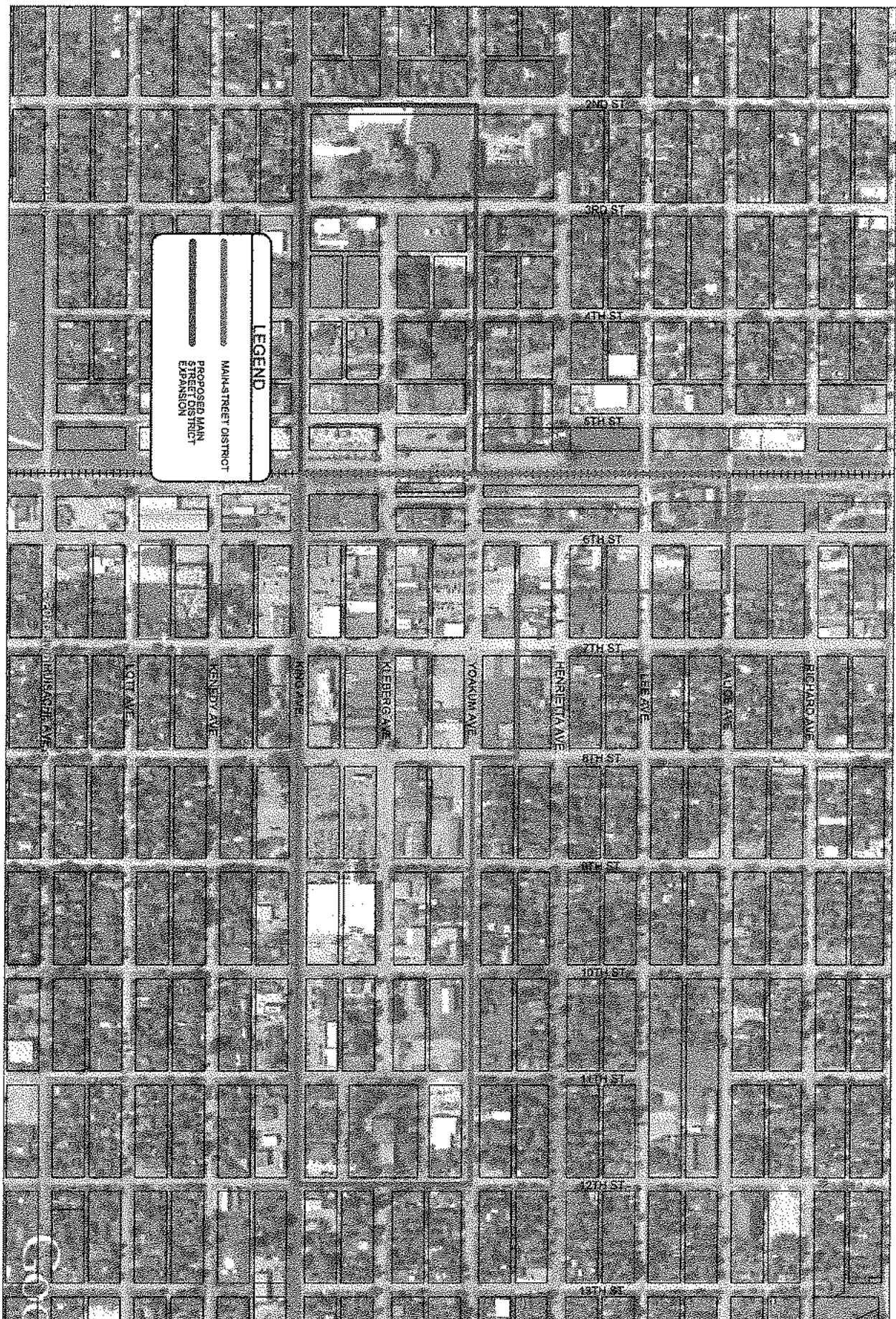
Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney



AGENDA ITEM #6

City of Kingsville
Department Name

TO: Mayor and City Commissioners

CC: Jesús A. Garza, City Manager

FROM: Diana Gonzales, Human Resource Director

DATE: September 28, 2016

SUBJECT: Collective Bargaining Agreement Between City of Kingsville and Kingsville Law Enforcement Association - October 1, 2016 – September 30, 2019r

Summary: The current three (3) year collective bargaining agreement between the City of Kingsville (City) and the Kingsville Law Enforcement Association (KLEA) was set for expiration on September 30, 2016. 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:

June 28, 2016
July 12, 2016
July 19, 2016
August 9, 2016
August 17, 2016
September 1, 2016
September 7, 2016
September 14, 2016
September 16, 2016
September 21, 2016

Meetings were conducted and tentative agreements between the City and KLEA were reached during negotiations. A summary of articles affected is attached which indicates the article number and type of change. An overview of how articles were affected is as follows:

<u># of Articles</u>	<u>Type of Change</u>
21 including Appendix B	No Change
7	Typo Corrections & Miscellaneous
10 including Appendix A	Revision

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 three years. Cost for Year 1 was included in FY 2016-2017 budget with the exception of increasing starting Police Officer hourly rates from \$17.25 to \$17.50 per hour. This increase would be absorbed by the department without an increase to overall budget.

Estimates for second and third year of agreement, including applicable benefits, is as follows:

Year 2 (FY 2017-2018) \$ 77,001

Year 3 (FY 2018-2019) \$ 83,298

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.



SUMMARY OF ARTICLES (City of Kingsville & KLEA)

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RESOLUTION # 2016-____

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 2016 THROUGH 2019; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

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

I.

THAT the City Manager is authorized and directed as an act of the City of Kingsville, Texas to enter into a collective bargaining agreement for the period covering October 1, 2016 to September 30, 2019 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
10th day of October, 2016.

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, 2013 TO SEPTEMBER 30, 2016~~

October 1, 2016 – September 30, 2019

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NO CHANGE

ARTICLE 1 PREAMBLE

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

TYPO CORRECTION

ARTICLE 2 RECOGNITION

The Employer ~~recognized~~ 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.

TYPO CORRECTION

ARTICLE 3 MANAGEMENT RIGHTS

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

1. Manage, determine, and control the use, location, and delivery of City services, City equipment, property, facilities and City operations, direct the work forces and City affairs.
2. Determine Police Department's activities and set forth all standards and types of service offered to the public.
3. Allocate and assign work to police ~~offers~~ officers ~~assign~~ ~~offers~~ 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.

REVISION

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 On each January 4 31st, each member of the Association shall turn into the Human Resource office notice of their contribution of contribute up to five (5) hours of accrued vacation leave or compensatory time to a pool to be known as the "Association Leave Pool." This pool may be used by the Association to receive time off with pay to attend scheduled state and national association board meetings, conventions and training programs; labor and police related training programs; arbitration and grievance hearings of members by elected Association official or representatives; and other Association-related activities. The Association President shall notify the Chief 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.

NO CHANGE

ARTICLE 5 NO STRIKE CLAUSE

Section 1 Strike: Definition

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

Section 2 No Strike

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

Section 3 Discipline

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

Section 4 Consequences of Illegal Strike

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

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

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

NO CHANGE

ARTICLE 6 NON-DISCRIMINATION

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

The City shall provide the following to all police officers:

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

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

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

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

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

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

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

REVISION

ARTICLE 7 ENTRY LEVEL HIRING

Section 1 Entry-Level Hiring

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

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

2. Alternate Level Hiring Process

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 ~~TCLEOSE~~ 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 ~~TCLEOSE~~ 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
- b. Has a current minimum TCOLE peace officer basic certification

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

Removal of Duplicate Wording and movement of wording from Section 1 to Section 3

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.

Moved to Section 3

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

~~The rate of pay shall remain the same during the probationary period and shall not automatically increase due to length of service. At sole discretion of the Chief, a probationary officer may be offered an extension of his or her probationary period for up to six additional months to permit the probationary officer to improve deficient performance. During any such extension of an officer's probation, the officer may be discharged with or without cause. (Duplication)~~

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

Moved from Section 1

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.

REVISION

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

Section 4 Internal Review Board (IRB)

1. Candidates who receive a seventy (70) percent or higher on the written test score (after the Commission hears/rules on all appeals) will advance to the IRB. In situations when only one (1) candidate passes the promotional exam, the Chief may bypass the entire IRB and scoring processes.

2. The IRB will consist of a panel of five (5) members as follows: Three (3) members will be from the Kingsville Police Department and will hold the rank equal to or higher than the rank being tested for. Two (2) members will be supervisory police officers from an outside law enforcement agency. For Lieutenant positions, the panel shall consist of the Chief, Lieutenant and a Sergeant designated by the Chief.
3. Questions will be asked (the same questions will be asked of each candidate) to ascertain the candidate's suitability for promotion. The dimensions the IRB is designed to measure are:
 - a. Interpersonal skills
 - b. Motivation;
 - c. Initiative;
 - d. Supervisory readiness
 - e. Oral communication skills
4. Once the IRB begins, candidates will have ten (10) minutes to make a presentation about themselves. Afterwards, the panel will ask questions referenced above.
5. Each rater will grade the candidate separately on each of the five dimensions listed above. The score for each dimension will be between a one (1) being the lowest and nine (9) being the highest. The grade sheets will be completed by each rater and immediately turned over to a proctor (Commission designee), who will also be in the room during the IRB. There will be no discussion during the rating concerning the responses given by the candidate. Once the IRB's are complete, the proctor will go through each of the raters' response sheets. The IRB will be rated as follows:
 - a. The five scores of each dimension will be reviewed. The highest and lowest score will be discarded.
 - b. The remaining scores per dimension will be averaged, arriving at a total dimension score or 1 to 9.
 - c. The average score will be multiplied by the appropriate multiplier depending on the rank being tested for.
 - d. After each candidate's five dimensions are averaged and the multiplier is factored in, this will give the total IRB score.
6. No candidate may appeal an IRB score unless there is a mathematical miscalculation.
7. Once the IRB's are concluded, the Commission will have five (5) business days to compute the combined scores from the written test and the IRB. This will be known as the raw score. For scoring and weighted test/IRB values, see Appendix B.

Section 5 Additional Points

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

a. Longevity	Add 1 point per year of service in current rank not to exceed 10 points
b. Education	Points for highest level only: Associate's Degree – Add 2 points
	Bachelor's Degree – Add 4 points

- | | | |
|---------------------|--|--------------|
| | Master's Degree - | Add 6 points |
| c. Military service | 24 months or greater add 5 points | |
| d. Reprimand | Subtract 2 points per reprimand (within 2 years of test) if supported by written disciplinary finding | |
| e. Suspension | Subtract 4 points per suspension (within 2 years of test) if supported by written disciplinary finding | |
| f. Demotion | Subtract 6 points (within 2 years) if supported by written disciplinary finding | |

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

Section 6 Tie Breakers

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

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

POLICE DEPARTMENT:

- (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

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

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

Lieutenant – Must have three (3) years of current continuous/uninterrupted service as a Sergeant with the Kingsville Police Department and must hold an Advanced certification from TCLEOSE 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 TCLEOSE 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 sergeant or above. The appointed officer shall serve at the pleasure of the Chief and may be demoted to his previously held civil service rank without cause. In no event shall any demoted appointee cause another employee to be demoted because of his returning to a civil service apposition. The Employer shall authorize additional staffing positions in order to avoid such "bumping"; however, the Employer may reduce the extra staffing positions later by attrition in order to return to the previous authorized number of

NO CHANGE

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.

NO CHANGE

ARTICLE 11

PERFORMANCE EVALUATIONS

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

Written evaluations shall be based on job related factors and shall be prepared in an accurate and impartial manner. The merits of an individual performance evaluation shall not be subject to the grievance process under this agreement; however, police officers continue to have the right to add written comments in response to their performance evaluations, which shall remain part of the evaluation

documents and shall be included in the employee's personnel file. The evaluation process is to be utilized as a tool for open communications in order to develop a more positive outcome of employee performance.

REVISION

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 ~~and jury duty~~ shall be counted as time worked for purposes of computing eligibility for overtime.

Section 2 Court Time

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

Section 3 Call Back

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

Section 4 Overtime

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

Section 5 Pre-emption of Chapter 143

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

NO CHANGE

ARTICLE 13

SHIFT SCHEDULES AND ASSIGNMENTS

Flex time for school

The City shall continue its practice, effective as the date of the execution of this agreement, of permitting officers who are enrolled in college to flex their work time in order to attend a college class which meets during the officer's regularly scheduled work time. Any flexing of time for college class attendance must

have the advance approval of the Chief, or his designee, and the officer must make up the lost time as approved by the Chief, or his designee.

NO CHANGE

ARTICLE 14 MEALS AND REST BREAKS

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

REVISION ARTICLE 15 TRAINING

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

REVISION

ARTICLE 16 SAFETY AND EQUIPMENT

Section 1 General

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

Section 2 Radios

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

Section 3 Bullet-Proof Vests

The City shall provide to all employees a bulletproof vest with a minimum standard of Threat Level 3A with trauma plate. Vest shall be provided to all new employees prior to the end of their first week as

officers. One free fitting per year will be provided by the City. The City will check and replace liners as needed.

Section 4 Patrol Car Cages

All marked patrol units shall be equipped with car cages.

Section 5 Shotguns and Racks

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

Section 6 Uniforms

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

Section 7 Firearm/Equipment Purchase

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

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

Section 8 Take Home Cars

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

Section 9 Target Practice

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

Section 10 K-9 Officers

K-9 handlers shall be allowed to work 36 hours per week at regular pay in addition ~~a 33-hour shift and be paid for 40 hours at regular pay, seven (7) hours per week shall be paid at four (4) hours regular time and three (3) hours overtime~~ Seven (7) hours per week shall be dedicated for the animal's veterinary care, routine care for the K-9's physical health, welfare and grooming, daily and routine maintenance for the K-9's patrol vehicle, and field equipment and/or training.

NO CHANGE**ARTICLE 17****OFF-DUTY EMPLOYMENT**

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

TYPO CORRECTION**ARTICLE 18****DRUG AND ALCOHOL TESTING**Section 1 Present Policy

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

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

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

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

Section 2 Random Drug Testing

The City and the Association agree that police officers may be called upon in hazardous situations without warning, and that it is imperative to the interest of police ~~offices~~ 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.

TYPO CORRECTION

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 responds to questions concerning their employment as Kingsville police officers or as police officers in general.

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

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

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

REVISION**ARTICLE 20****HOLIDAYS**Section 1 General Provisions

Officers shall receive the following Holiday:

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

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

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.

REVISION

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.

NO CHANGE

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.

NO CHANGE**ARTICLE 23****MODIFIED DUTY****Modified Duty Assignments:**

There is no guarantee of modified duty.

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

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

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

NO CHANGE

ARTICLE 24 LEAVES OF ABSENCE

Section 1 Occupational Injury or Disability

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

Section 2 Administrative Leave

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

Section 3 Bereavement Leave

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

Section 4 Jury Duty Leave

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

Section 5 Pre-emption of Chapter 143

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

NO CHANGE**ARTICLE 25****PERSONNEL FILES**Section 1

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

Section 2

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

Section 3

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

Section 4

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

NO CHANGE

ARTICLE 26 INSURANCE BENEFITS

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

NO CHANGE

ARTICLE 27 RETIREMENT

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

NO CHANGE

ARTICLE 28 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.

REVISION

ARTICLE 29 COMPENSATION

Section 1 Compensation

Fiscal Year ~~2013-2016~~ 2016-2019 See Appendix A

Fiscal Year 2016-2017 wage rates effective October 1, 2016.

Fiscal Year 2017-2018 and FY 2018-2019 wages are effective the first day of the first full pay period 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 Corporal, the employee is placed at this range; advancement through this range is based on time in-grade as defined by the schedule.
- PD-4 Upon promotion to Sergeant, the employee is placed at his range; advancement through this range is based on time in-grade as defined by the schedule.
- PD-5 Upon promotion to Lieutenant, the employee is placed at this range; advancement through this range is based upon time in-grade as defined by the schedule.

Section 2 Education and Certification Pay

1. Education Incentive Pay:

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

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

2. Certification Pay:

Intermediate Police Officer Certificate	\$	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
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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

REVISION

ARTICLE 30

LONGEVITY

Year 1 of Agreement

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

Year 2 of Agreement

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

Year 3 of Agreement

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

REVISION

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. ~~incorporated the following two (2) chapters of the City of Kingsville Police Department Policy~~

~~Manual and Rules and Regulations. All references to any previous collective bargaining agreements in these chapters shall be acknowledged to be superseded by the current collective bargaining agreement.~~

~~Chapter 27 — Citizen Complaints~~

~~Chapter 28 — Internal Investigations~~

Section 1 — Signed Complaints

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

Section 2 — Administrative Leave

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

Section 3 — Standards of Discipline

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

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

1. Written Reprimands

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

2. Suspension

3. Demotion in rank

4. Indefinite Suspension

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

Section 4 — Process of Appeal

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

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

Section 5 Minor Suspensions

Use of Leave in Lieu of Minor Suspension Without Pay

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

Section 6 Appeal

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

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

Section 7 Arbitration Process

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

1. The hearing shall be commenced, but need not be completed, within 365 calendar days of the arbitrator's selection. Delay in commencement of the hearing within these time periods may occur due to unavoidable conflicts between the arbitrator and the parties' schedules, or by mutual

agreement of parties. However, if the arbitrator selected cannot commence the hearing within 365 calendar days from his 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 ~~arbitration~~, 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.

TYP0 CHANGES AND CORRECTIONS

ARTICLE 32 GRIEVANCE PROCEDURE

Section 1 Scope of Grievance Procedure

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

Section 2 Association Representation

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

Section 3 Time Limits

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

Section 4 Steps of the Grievance Procedure

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

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

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

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

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

Step 5 Arbitration. If the grievance has not been resolved at Step 4, the Association may request, within twenty (20) working days of the denial at Step 4, that the grievance be submitted to arbitration. The request shall state whether the Association claims that arbitration is mandatory; of no such claim is stated, arbitration is deemed voluntary. Submission of the grievance to arbitration shall be voluntary on the part of both parties except as expressly provided herein. The fees and expenses of the arbitrator shall be borne by the party ruled against as determined by the arbitrator in his/her award.

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

- a. personnel evaluations,
- b. establishment of departmental rules and procedures,
- c. scheduling of work and overtime,
- d. the methods and processes by which work is performed,
- e. transfers,
- f. assignments,
- g. shift changes,

- h. any matter for which another hearing process is provided by contract or law including, but not limited to, reprimands, suspension, demotions, Passovers, and promotional examinations, and the scoring thereof,
- i. promotions, and the procedures and evaluations connected therewith,
- j. the exercise of any management right referenced in Article 3 of this agreement.

If arbitration is mutually elected, or required, a list of seven (7) qualified neutrals that are members of the National Academy of Arbitrators shall be requested from the American Arbitration Association (AAA) 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 3, to the District Court in Kleberg County. In the event that the Court rules in favor of the Association, neither the Association nor the employee shall be entitled to recover any damages which could reasonably have been mitigated by the employee or the Association. The final judicial decision by the last court resorted to by either party shall be final and binding on all parties.

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

NO CHANGE

ARTICLE 33 PERSONNEL REDUCTION

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

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

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

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

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

NO CHANGE

ARTICLE 34 MISCELLANEOUS PROVISIONS

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

NO CHANGE**ARTICLE 35 MAINTENANCE OF STANDARDS**

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

NO CHANGE**ARTICLE 36 SCOPE OF AGREEMENT**

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

NO CHANGE**ARTICLE 37 SAVINGS CLAUSE**Section 1 General Savings Provision

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

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

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

REVISION

ARTICLE 38 DURATION

This Agreement shall be effective from the 1st day of October ~~2013~~ 2016 and shall remain in full force and effect through the 30th day of September ~~2016~~ 2019 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, ~~2017~~ 2020.

REVISION

APPENDIX A

WAGE SCHEDULE

STEPS	FY 2013-2014	FY 2014-2015	FY 2015-2016
-			
PD2 Step A 0-24 months	\$ 17.00	\$ 17.00	\$ 17.25
PD2 Step B 25-36 months	\$ 18.00	\$ 18.00	\$ 18.25
PD2 Step C 37-48 months	\$ 18.85	\$ 18.85	\$ 19.00
PD2 Step D 60-84 months	\$ 19.15	\$ 19.15	\$ 19.45
PD2 Step E 85-120 months	\$ 19.45	\$ 19.45	\$ 19.75
PD2 Step F 121-180 months	\$ 19.75	\$ 19.75	\$ 20.00
PD2 Step G 181+ months	\$ 20.00	\$ 20.00	\$ 20.25
PD3 Corporal 0-24 months	\$ 20.50		
PD3 Corporal 25+ months (Year 2: one step per Corporal rank)	\$ 21.00	\$ 21.00	\$ 21.75
PD4 Sergeant 0-24 months	\$ 22.50		
PD4 Sergeant 25+ months (Year 2: one step per Sergeant rank)	\$ 23.00	\$ 23.00	\$ 23.50
-	-	-	-
PD5 Lieutenant 0-24 months	\$ 24.25		
PD5 Lieutenant 25+ months (Year 2: one step per Lieutenant rank)	\$ 25.50	\$ 25.50	\$ 26.00

Note: Rounding may be +/- cent(s) due to Incode Payroll System calculations

STEPS		FY 2016-2017	FY 2017-2018	FY 2018-2019
PD2 Step A	0-24 months	<u>17.50</u>	<u>18.11</u>	<u>18.75</u>
PD2 Step B	25-36 months	<u>18.25</u>	<u>18.89</u>	<u>19.55</u>
PD2 Step C	37-48-59 months	<u>19.32</u>	<u>19.90</u>	<u>20.50</u>
PD2 Step D	60-84 months	<u>19.72</u>	<u>20.31</u>	<u>20.92</u>
PD2 Step E	85-120 months	<u>20.10</u>	<u>20.70</u>	<u>21.32</u>
PD2 Step F	121 – 180 months	<u>20.92</u>	<u>21.44</u>	<u>21.98</u>
PD2 Step G	181+ months	<u>21.33</u>	<u>21.86</u>	<u>22.41</u>
PD3 Corporal		<u>24.51</u>	<u>24.76</u>	<u>25.00</u>
PD4 Sergeant	0-24 months	<u>26.65</u>	<u>26.92</u>	<u>27.19</u>
PD5 Lieutenant	0-24 months	<u>30.00</u>	<u>30.30</u>	<u>30.60</u>

APPENDIX B

PROMOTIONAL EXAM SCORING PROCESS

RANK	WEIGHT OF WRITTEN TEST SCORE	WEIGHT OF IRB SCORE	MULTIPLIER OF WRITTEN TEST SCORE (100 QUESTIONS)	MULTIPLIER OF IRB	POSSIBLE POINTS
Corporal	70%	30%	7.0 points per correct question (possible 700 points)	6.667 per point (possible 300 points)	1000
Sergeant	40%	60%	4.0 points per correct question (possible 400 points)	13.333 per point (possible 600 points)	1000
Lieutenant	30%	70%	3.0 points per correct question (possible 300 points)	15.556 per point (possible 700 points)	1000

Examples:

1. Subject is testing for Corporal. Written test is 81% (81 questions correct). IRB score 37 points. Additional points for longevity, education, etc. total 13 (nine years of service in current position [9 pts] and Bachelor's Degree [4 pts]).

Score computed as follows:

Test	81 X 7 =	567.000
IRB	37 X 6.667 =	246.679
Additional Points		13.00
Total Points		826.679

2. Subject is testing for Lieutenant. Written test is 96% (96 questions correct). IRB score is 41 points. Additional points for longevity, education, etc. total 12 (ten years of service in current position [10 pts], Bachelor's Degree [4 pts] and a reprimand in the past years [-2 pts]).

Score computed as follows:

Test	96 X 3.0 =	288.000
IRB	41 X 15.556 =	637.796
Additional Points		12.000
Total Points		937.796

AGENDA ITEM #7

**City of Kingsville
Engineering/Public Works**

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Charlie Cardenas, P.E., City Engineer/Director of Public Works

DATE: September 29, 2016

SUBJECT: Establish "No Parking" on the south side of Corral Ave. from Seale Street to Santa Rosa Ave.

Summary:

This item authorizes the city to establish no parking on the south side of Corral Ave., from Seale Street to Santa Rosa Ave.

Background:

The Engineering Department August 22, 2016, the City of Kingsville Engineering Department received a request from Officer Eric Perez KPD on motorist parking on the south side of Corral Ave. from Seale Street to Santa Rosa Ave. in front of the new TAMUK sports facilities. It was observed that the cars parking on Corral Ave. was unsafe to pedestrians and west bound Corral Ave. traffic. Furthermore, cars parked in this area are in danger of driving into the drainage ditch. There is currently "no parking" on the south side of Corral Ave. from Armstrong Ave. to Seale Street.

Financial Impact:

No financial impact to the City of Kingsville. Changing this condition is in accordance with state and federal guidelines and the Manual of Uniformed Traffic Control Devices (MUTCD).

Recommendation:

Staff recommends that the south side of Corral Ave. from Seale Street to Santa Rosa Ave. be established as a "No Parking" zone.



ORDINANCE NO. 2016-_____

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES BY AMENDING CHAPTER VII, ARTICLE 6, SCHEDULE II, PROVIDING FOR NO PARKING ON THE SOUTHERNMOST SIDE OF CORRAL AVENUE LYING ANYWHERE BETWEEN ITS INTERSECTION WITH SEALE STREET TO ITS INTERSECTION WITH SANTA ROSA AVENUE; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

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

WHEREAS, the Police Department has requested this parking restriction due to safety issues and traffic congestion in this area and the Texas A&M University-Kingsville administration has been contacted and is unopposed to this action.

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

I.

THAT Schedule II -Parking Restricted on Certain Streets of Article 6: Parking Schedules of Chapter VII, Traffic Code, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

SCHEDULE II. PARKING RESTRICTED ON CERTAIN STREETS

It shall hereafter be unlawful for any person to park or leave standing any vehicle on the following streets:

TABLE INSET:

Street	Location	Side	Time	Ord.#	Date Passed
<u>Corral Ave. (Farm to Market Rd. 1898)</u>	<u>Lying anywhere between its intersection with Seale St. and its intersection with Santa Rosa Ave.</u>	<u>Southernmost</u>	<u>All times</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 10th day of October, 2016.

PASSED AND APPROVED on this the 24th day of October, 2016.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #8