

City of Kingsville, Texas

AGENDA
CITY COMMISSION
MONDAY, DECEMBER 12, 2016
REGULAR MEETING
CITY HALL
HELEN KLEBERG GROVES 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)

None.

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being discussed separately unless requested by a Commission Member in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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 final passage of an ordinance amending the zoning ordinance granting a special use permit to locate a tower to host broadband deployment equipment near the intersection of Caesar Avenue and Wildwood Trails Blvd, amending the comprehensive plan to account for any deviations from the existing comprehensive plan. (Director of Planning & Development Services).
2. Motion to approve final passage of an ordinance abandoning an easement for utility purposes in KT&I Co., Block 17, Lot W PT3, 2.14 acres (Between Caesar Blvd. and Carlos Truan Blvd.). (Director of Planning & Development Services).
3. Motion to approve final passage of an ordinance amending the Fiscal Year 2016-2017 budget to accept and expend a donation to the Volunteer Fire Department. (Director of Finance).
4. Motion to appoint Dawn Bolinger to the Historic Development Board for a three-year term. (Downtown Manager).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

5. Consider a resolution authorizing the City Manager to enter into an Agreement for Professional Services between the City of Kingsville and Populous, Inc. for Professional Planning and Concept Design Services for the JK Northway Coliseum Facility. (RFQ 16-15). (City Manager).
6. Consider introduction of an ordinance abandoning an easement for utility purposes in Hobbs Valley 1, Block 1, Lots 2 & 4 (between 3703 and 3701 Andron Lane). (Director of Planning & Development Services).
7. Consider a resolution authorizing the Mayor to enter into an Amended Interlocal Agreement between the City of Kingsville, and the Kingsville Independent School District relating to waiver of certain planning fees in exchange for certain land to make changes to Exhibit C (due to project revisions). (City Engineer/Director of Public Works).
8. Consider a resolution authorizing the City Manager to enter into a Collective Bargaining Agreement between the City of Kingsville, Texas as the Kingsville Professional Firefighter's Association, International Association of Firefighters (IAFF) Local #2390 for fiscal years 2016-2020. (Director of Human Resources).

9. Discuss the provision of city services in the extra-territorial jurisdiction and the annexation process. (City Manager).

10. Consider out-of-state travel for commission and staff for ICSC Recon 2017 Exhibition and Conference in Las Vegas, Nevada from May 20-25, 2017. (City Manager).

11. Executive Session: Pursuant to Section 551.087, Texas Government Code, Deliberations Regarding Economic Development Negotiations Exception, the City Commission shall convene in executive session to deliberate the offer of a financial or other incentive to a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations. (City Manager).

12. 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.

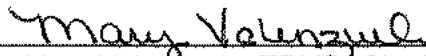
1. No person's comments shall exceed 5 minutes. Cannot be extended by Commission.
2. No person's comments shall exceed 5 minutes without permission of majority of Commission.
3. Comments are limited to 3 minutes per person. May be extended or permitted at other times in the meeting only with 5 affirmative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

December 8, 2016 at 11:00 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)

CONSENT AGENDA

AGENDA ITEM #1

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: November 18, 2016

SUBJECT: Special Use Permit request from Gulf Coast Broadband pertaining to the location of a tower

Summary:

Gulf Coast Broadband is requesting to locate a tower hosting broadband deployment equipment on it. The proposed location of the tower is nearest the intersection of Caesar Avenue and Wildwood Trail Boulevard, west approximately 646 feet.

Background:

In 2001 the first ordinance was passed with an amendment in 2004 pertaining to wireless telecommunication facilities. The regulations have been developed under the following general guidelines as provided in the Federal Telecommunications Act of 1996. The ordinance allows cities to have local authority over "placement construction and modification" of cellular telephone facilities and other personal wireless telecommunication service facilities. In the Appendix C which is enclosed the table states that a monopole tower between 0 to 85 feet, this pole is 55 feet to the top of the pole located in a residential district is required to go through a Special Use Permit review process. Enclosed is the application which reflects that the tower is at the intersection of Cesar Avenue and Wildwood Trail Boulevard, west approximately 646 feet. The tower will be located on private property inside the Wildwood Subdivision. The applicant has stated that it is for internet service, the application states broadband which could allow multiple forms of communication. The important part of this is that the location of a tower should go through a review process and what is being transmitted is secondary especially when it comes to the concerns of the neighboring property owners. It should also be



City of Kingsville
Planning and Development Services

expected that we may see additional requests for the location/construction of towers. The consumers' desire for faster information will continue in the near future. Also enclosed is an email from Glenn Jones , representing the naval air station , that the tower will no impact on them.

Financial Impact:

None that I know of.

Recommendation:

Approve a recommendation that is for the location of the tower.





CITY OF KINGSVILLE
Planning Department
Building Permit Application

Phone No: (361) 595-8019

Submit the completed form and an Inspector will be assigned to review your application and property before starting the following job.

DATE: 9-15-2016	PERMIT# :	APPROVED BY:
JOB ADDRESS: #68 Pariso Drive		
OWNER'S NAME: LAST: Gulf Coast Broadband		FIRST: M:
MAILING ADDRESS: P.O. Box 997		PHONE NO: (361) 296-9434
CITY: Riviera	STATE: TX	ZIP CODE: 78379
CONTRACTOR: * SELF		PHONE NO:
DESCRIPTION OF WORK: <input checked="" type="checkbox"/> New <input type="checkbox"/> Remodel Square Feet		
VALUATION OF WORK: \$ +-\$10,000		PERMIT FEE: \$
<p>* Contractor must be registered with the City of Kingsville.</p> <p>NOTICE</p> <p>SEPARATE PERMITS ARE REQUIRED FOR, ELECTRICAL, PLUMBING, HEATING, VENTILATING OR AIR-CONDITIONING; ALL CONTRACTORS ARE RESPONSIBLE FOR DISPOSING OF THEIR OWN DEBRIS AT THE SANITARY LANDFILL ON CR 2130. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN SIX MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS COMMENCED.</p> <p>_____ SIGNATURE DATE</p> <p>HOMEOWNER APPLICANTS ONLY: I HEREBY CERTIFY THAT I OWN AND AM NOW LIVING AT THE DWELLING FOR WHICH THIS PERMIT IS BEING ISSUED, AND THAT THE WORK IS BEING PERFORMED BY ME OR A MEMBER OF MY IMMEDIATE FAMILY. I UNDERSTAND THAT, FOR THE PURPOSES OF THIS APPLICATION, MY IMMEDIATE FAMILY IS LIMITED TO MY PARENT, CHILD OR CHILD'S SPOUSE.</p> <p>INITIAL HERE _____</p>		

FOR OFFICE USE ONLY

CURRENT ZONING FOR LOCATION:	IS ZONING APPROPRIATE FOR USE REQUIRED: YES/NO
SETBACK REQUIREMENTS VERIFIED: YES/NO	ARE SETBACK REQUIREMENTS MET: YES/NO
IS THE PROPERTY IN THE AICUZ/CCLUA**: YES/NO	DOES IT COMPLY WITH THE AICUZ/CCLUA**: YES/NO
PROPERTY EASEMENT VERIFIED: YES/NO	DIMENTION OF EASEMENT:
AICUZ/CCLUA** DEED NOTIFICATION: YES/NO	** CONTROLLED COMPATIBLE LAND USE AREA (UJAZB)

Attachment #1

Explanation of intended construction for Gulf Coast Broadband

Nearest the intersection of Caesar Avenue and Wildwood Trail Boulevard, West approximately 646'. A ductile iron pole, which will stand approximately 55' to top of pole, will be installed approximately 10' deep. Backfill will be soil, which will be mechanically compacted.

Pole to be placed at the following GPS coordinates:

27deg30'24.13"

97deg50'56.95"

Pole location is on private property inside of Wildwood Subdivison.

Pole will host broadband deployment equipment.

Show NORTH arrow on (PLOT PLAN)

LOT SIZE:

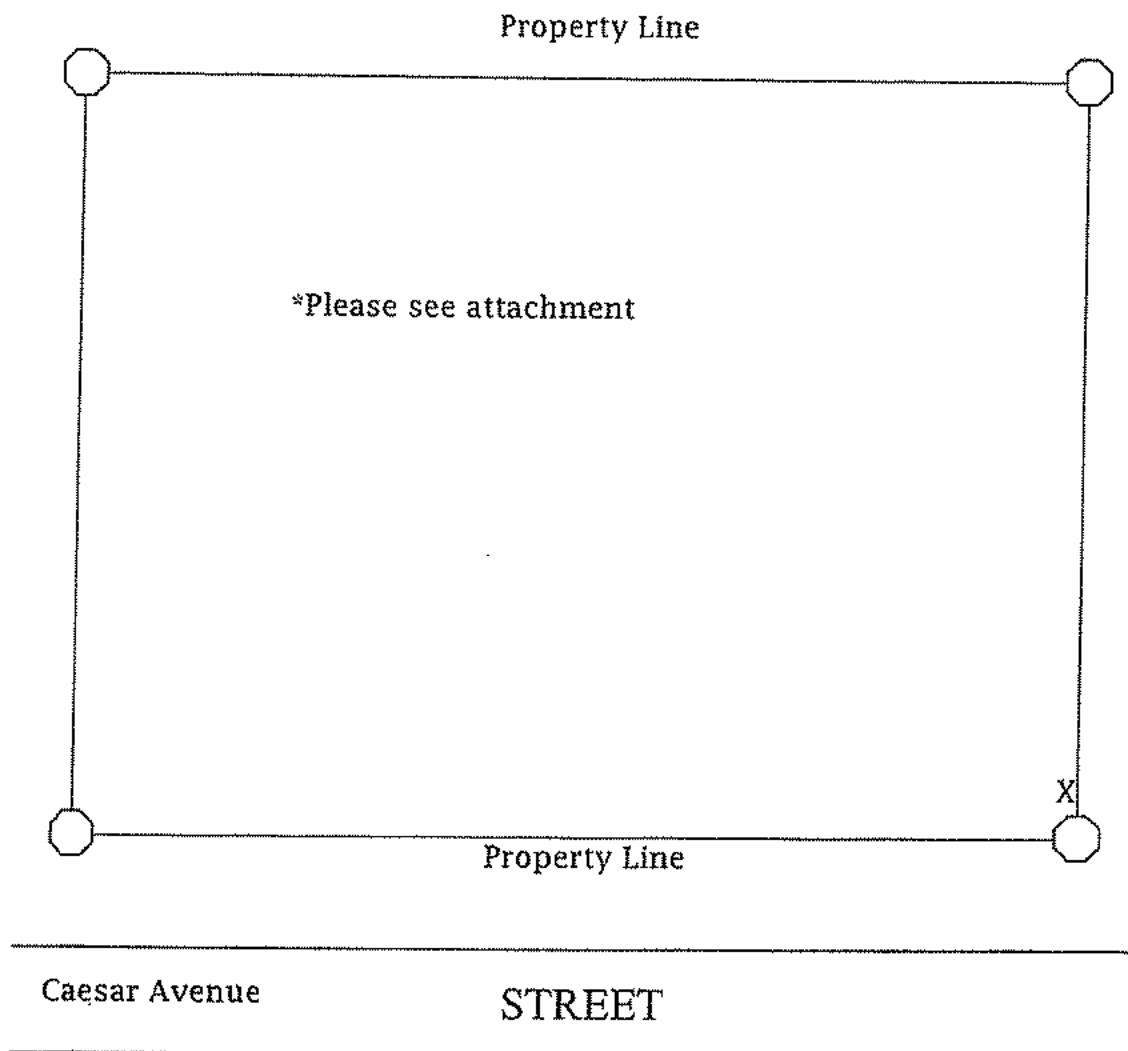
1. Width of lot_____ 2. Length of lot_____.

BUILDING SETBACKS

1. Front_____ 2. Right Side_____

3. Left Side_____ 4. Back_____

SHOW_____FOR EXISTING SHOW_____FOR ALTERATION

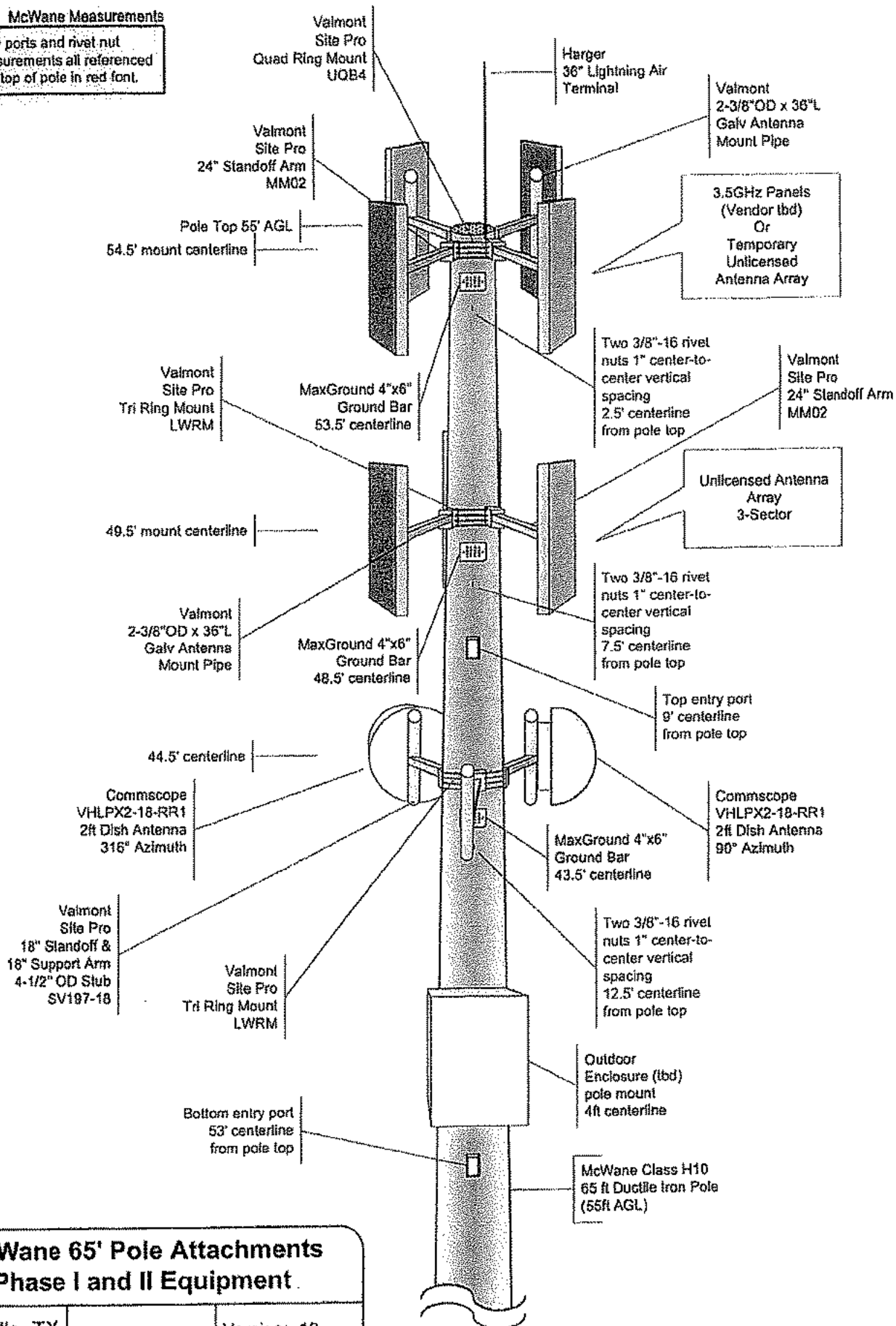




GCB Proposed Pole location

McWane Measurements

Entry ports and rivet nut measurements all referenced from top of pole in red font.



McWane 65' Pole Attachments Phase I and II Equipment

Kingsville, TX
Default AP shown

5/5/2016

Version: 10
Drawn By: jab

N01° 10' 48" W 570.00'

N01° 33' 43" E 600.07'

P.O.S.
DIN COR FARM LOT 2
NE COR FARM LOT 3
SECTION 17

P.O.S.
7.852 ACRE

CAESAR AVE

C LA ESMEBALDA Drive

PARASO Drive

The Park Drive

Widwood Trail Boulevard

N01° 10' 48" W 300.00'

PARASO Drive

The Park Drive

PARK
COMMON AREA
OPEN SPACE

SECOND AMENDED
THE GRAND AT WILLOWBROOK 73-AL
COURT 2, DEVELOPMENT 1, K. C. H. K.

17

15

15

14

13

12

WIRELESS TELECOMMUNICATIONS FACILITIES

Sec. 15-6-45. - Purpose.

- (A) The purpose of this subarticle is to establish guidelines regulating the location of telecommunication towers and antennas in order to minimize their number. Meeting this objective will: protect and promote public safety, minimize and mitigate any adverse visual or aesthetic impacts on the community, and promote the orderly development of telecommunication facilities within the city. It will also: avoid the creation of visual distractions, prevent obstructions to the view of pedestrians and motorists on public thoroughfares, and ensure the structural integrity of supporting structures.
- (B) The regulations contained in this subarticle have been developed under the following general guidelines as provided in the Federal Telecommunications Act of 1996:
 - (1) Cities have local authority over "placement construction and modification" of cellular telephone facilities and other personal wireless telecommunication service facilities.
 - (2) Regulations "shall not unreasonably discriminate among providers of functionally equivalent services."
 - (3) Regulations "shall not prohibit or have the effect of prohibiting the provision of personal wireless services."
 - (4) "Denial shall be in writing and supported by substantial evidence."
 - (5) Cities may not "regulate the placement, construction and modification of personal wireless service facilities on the basis of environmental or radio frequency emissions to the extent that such facilities comply with the Federal Communication Commissions regulations concerning such emissions."
- (C) Notwithstanding any other provision of this subarticle, installation, construction, alteration, modification or replacement of telecommunications towers and antennas, when permitted by federal and state laws, shall be regulated and governed by the following use regulations and requirements.

(Ord. 2001-15, passed 8-13-01; Ord. 2004-19, passed 8-9-04)

Sec. 15-6-46. - General provisions.

- (A) *Applications.*
 - (1)

All applications. All applications for building permits or a special use exception, under §§ 15-6-48(B) and 15-6-142, for a telecommunications tower, antenna or other facility to provide a telecommunications service, shall include a completed supplemental information form provided by the city. An application shall include the following information:

- (a) Site and landscape plans drawn to scale.
 - (b) A report, including a description of the tower, with technical reasons for its design and the reason the particular location was selected. The report should disclose the technical performance goals (i.e., desired strength signal) for the provider: whether additional towers will need to be located within the city, the conditions necessary to provide adequate coverage, radio frequency coverage prediction maps showing the area to be served before the addition of a new cell, and a radio frequency coverage prediction map that shows coverage after the new cell is operational.
 - (c) Documentation establishing the structural integrity of the tower for its proposed uses.
 - (d) The general capacity of the tower, and information necessary to assure that ANSI/TIA/EIA standards are met.
 - (e) A statement of intent on whether space will be leased to other telecommunication providers.
 - (f) Proof of ownership of the proposed site or authorization to use the site.
 - (g) Copies of any necessary easements to provide utilities to the facility.
 - (h) An analysis of the area containing topographic contours.
 - (i) The proposed location of the interconnection, if any, between the wireless telecommunication provider and the franchised wired, cable or fiber-optic telecommunication provider. If the interconnection is not located in the equipment enclosure at the base of the tower, then a detailed description of any and all easements that are being used to carry the signal by wire, cable or fiber-optic cable.
 - (j) Identification of any alternative sites that were available for co-location, and the reason co-location on an existing site was not a practical alternative.
- (2) *Applications for special use exceptions.* All applications for a special use exception, under § 15-6-142, for a telecommunications tower, antenna, or other facility to provide a telecommunications service, shall include a completed supplemental information form provided by the city. An application shall include a report with the following information:

- (a) Description of the tower, with technical reasons for its design and the reason the particular location was selected.
- (b) Any alternative sites that were available for co-location, and the reason co-location on an existing site was not a practical alternative. The technical performance goals (i.e., desired strength signal) for the provider.
- (c) Whether additional towers will need to be located within the city, and under what conditions, to provide adequate coverage. A map showing the general location of future towers may be provided. If the general location of any future towers (whether by description within the report or on the map) is not provided, the fact that the telecommunication provider has antennas located on the tower being applied for may not be used to justify the location of any future towers within the city.
- (d) Information relating to the number of calls being dropped within the current tower coverage area, the number of failed hand-offs between existing cell sites, and the number of people denied access to the system because there is not enough capacity to handle all calls.
- (e) Any maps and information provided under this subsection will be treated by the city as privileged commercial information under § 552.110 of the Texas Public Information Act, Chapter 552, Tex. Gov't Code, if each page and sheet is clearly marked and identified as proprietary information that should not be made available to the public. If such a request for the information is received, it will be forwarded to the Attorney General for a determination under § 552.301 of the Act. The city will withhold the information from the requester under § 552.305 of the Act, until after the Attorney General's decision is received. The city will only release the information if directed to do so by the Attorney General.

(B) *Platted lots.* Telecommunications facilities, including towers and related equipment buildings, shall be located on a platted lot.

(C) *Technical assistance.* When a special use exception is required to comply with the provisions of this subarticle, and when the technical information provided by the applicant is beyond the technical capacity of city staff to review, the applicant, in addition to the usual application fee, shall reimburse the city for the actual cost to the city for the services of a technical expert to review the application and/or information supplement, up to a maximum of \$5,000.00.

(D)

Pre-application meetings. Prior to leasing, purchasing or constructing telecommunication facilities, the telecommunications provider or licensee is required to meet with the Director of Development Services and/or the Building Official, or their designees, to determine if the location will require a special use exception or other approvals, and to review the merits of potential locations

- (E) *Master antenna map.* To facilitate co-location and coordination of telecommunication sites, the city shall notify the providers of telecommunication services, listed in the telephone directory or otherwise known to the city, of the enactment of this subarticle, within 30 days of its effective date. Within 90 days of the date of such notice, telecommunications providers shall provide the city with their respective master antenna maps. Each master antenna map shall: show the locations, heights and co-location capabilities of all telecommunications towers with antennas serving any portion of the city; and indicate coverage areas for current telecommunications towers. Within 90 days of the installation of an antenna on any new or existing towers not previously identified, providers shall also provide the city with any updates to the above documents, and notice of any change in ownership of any telecommunications tower.

(Ord. 2001-15, passed 8-13-01; Ord. 2004-19, passed 8-9-04)

Sec. 15-6-47. - Telecommunications tower standards.

- (A) *Applicable federal and state standards.* All telecommunications towers and antennas shall be erected and operated in compliance with current Federal Communication Commission (FCC) and Federal Aviation Administration (FAA) rules and regulations, and other applicable federal, state and local standards.
- (B) *Structural standards.* Telecommunications tower structures must be designed and constructed to conform to the most current revision of TIA/EIA 222 standards. However, any telecommunications tower structures must be designed and constructed to the wind-load speeds established in the Building Code, rather than the basic wind speeds published in TIA/EIA 222.
- (C) *Co-location.* If over 75 feet (23 meters) in height, towers shall be designed and built to accommodate a minimum of two telecommunication providers. The owner of the tower must certify to the city that the tower is available for use by other telecommunications service providers on a reasonable and nondiscriminatory basis.
- (D) *Fencing and support structures.*
- (1) Security fencing shall be installed and must be constructed of wrought-iron, steel, or

chain-link fence, or a masonry wall, which is not less than 6 feet (1.8 meters) in height.

- (2) The exterior of equipment buildings, within, adjacent to or visible from a residential district, shall be constructed of materials (i.e., siding, brick, masonry or stucco) and in a style and character (i.e., roofing, color and trim) similar to adjoining structures. It must blend with adjacent landscaping and other surroundings. Metal equipment cabinets are not permitted.
- (3) The exterior of other equipment buildings and/or metal equipment cabinets, which are located within a nonresidential district and visible from public right-of-ways, must have a neutral finish, or be painted to reflect the color and character of adjoining structures or to blend with adjacent landscaping and other surroundings.
- (4) The owner or operator of a telecommunication tower facility may request from the Board of Adjustment a waiver of the requirement for a security fence.

(E) *Setbacks.*

- (1) All telecommunication towers, as well as guys and guy anchors, shall be located within the buildable area of the lot and not within the front-, rear- or side-yard building setbacks.
- (2) Telecommunication towers shall be set back a minimum of one-and-a-half times the height of the tower from the right-of-way of all federal and state highways and any arterial street.
- (3) Except as otherwise provided in this subarticle, telecommunications towers adjacent to residential dwellings must be a minimum of a one-to-one distance-to-height ratio from a single-family, two-family or multiple-family dwelling
- (4) Amateur radio antennas must be:
 - (a) A minimum of a one-to-two distance-to-height ratio from nearest property line, and
 - (b) Erected with the consent of adjoining property owners.
- (5) The Building Official may allow the construction of a telecommunication tower that is not adjacent to a dwelling within the setback required by § 15-6-47(E)(2), if the tower, including any antennas and other devices installed on the tower, is built to substantially higher wind-load standards. The minimum setbacks from roadways may be reduced to the minimum required yard setbacks, if the tower will withstand a sustained wind speed of 105 mph, or such wind speeds designated for wind-load design by the Texas Department of Insurance for structures located within the city.
- (6)

The Zoning Board of Adjustment may reduce the required setback of a telecommunication tower adjacent to a dwelling, if the tower, including any antennas and other devices installed on the tower, are built to substantially higher wind-load standards. The setback from nearest residential structure may be reduced to the minimum required yard setbacks, if the tower will withstand a sustained wind speed of 105 mph, or such wind speeds designated for wind-load design by the Texas Department of Insurance for structures located within the city.

(F) *Signage.*

- (1) Except as otherwise permitted in this subarticle, no signage lettering, symbols, images or trademarks, other than one identifying sign that is not in excess of 200 square inches (1,290 square centimeters), shall be placed on or affixed to any part of a telecommunications tower, antenna or antenna array, other than as required by FCC regulations or other applicable laws.
- (2) An identifying sign shall be posted on the gate of the security fence or on the door of the equipment enclosure. The identifying sign shall contain the following information to enable public safety personnel to contact the telecommunication tower operator:
 - (a) The name of the operator of the telecommunications tower, and
 - (b) A telephone number that is monitored 24 hours a day, 365 days a year.

(G) *Lighting.*

- (1) Except as otherwise permitted in this subarticle, no signals, lights or illumination of any kind shall be permitted on or directed toward any tower, unless required by the FCC, the FAA or other appropriate public authority with jurisdiction over lighting of towers.
- (2) Security lighting may be installed to illuminate the area surrounding the tower and the equipment building or equipment enclosures. Any lighting must be shielded and directed away from any nearby streets or residences so long as FCC or FAA guidelines, standards and regulations are satisfied.

(H) *Abandonment.*

- (1) Within 30 days of its filing with the FCC, the owner of any telecommunications facility shall provide the Building Official with a copy of any notice of its intent to cease operations. Unless an extension is obtained from the Building Official, the telecommunications tower and accessory structures shall be removed within 90 days of the date operations cease.
- (2)

In the event the use of any wireless communication facility, which would include any telecommunications tower or other antenna support structure, has been discontinued for a period of 360 days, the antenna support structure shall be deemed to be abandoned. Determination of the date of abandonment shall be made by the Building Official, who shall have the right to request documentation from the owner/operator regarding the issue of usage.

- (3) Upon the determination of abandonment, the owner/operator of the tower or antenna support structure shall remove the tower or structure, within 90 days of receipt of notice from the Building Official notifying the owner/operator of such abandonment. If it is not removed within 90 days, the Building Official shall cause it to be removed at the owner's expense.

(I) *Landscaping.*

- (1) Within a residential district, any side of the security fencing surrounding a telecommunication tower antenna facility, within a residential district that is visible from a public road or residence must be screened from view by landscaping. The planting of trees within the fenced area is encouraged.
- (2) Within a nonresidential district, any side of the security fencing surrounding a telecommunication tower antenna facility that is located in a front or side yard along a street, or visible from a residence must be screened from view by landscaping.
- (3) Landscaping shall be designed to block, within 12 months of installation, the view of the public, from a road or residence, of: the base of the tower, equipment structures and parking areas within the fenced enclosure
- (4) Plants shall be selected from those listed in Exhibit A, Preferred Plant List, of Article 12, Landscaping Policy, of Chapter XI: Business Regulations. The use of drought-tolerant trees, shrubs and vines is recommended.
- (5) The owner or operator of the antenna facility shall maintain the required landscaping.

(Ord. 2001-15, passed 8-13-01; Ord. 2004-19, passed 8-9-04)

Sec. 15-6-48. - Tower location standards.

(A) *Towers permitted by right.*

- (1)

Freestanding, monopole telecommunications towers 85 feet (26 meters) or less in height, and self-supporting lattice and guyed towers 50 feet (15 meters) or less in height are permitted in the nonresidential districts indicated in Appendix C of the Zoning Ordinance ("Appendix C").

- (2) Freestanding, monopole, guyed and self-supporting lattice-work towers of any height are permitted in an I-2 district.

(B) *Towers requiring a special use exception (SUE).*

- (1) Except as otherwise provided in this subarticle, monopole towers in excess of 85 feet (26 meters) in height, and other telecommunication towers, including self-supporting, lattice and guyed towers in excess of 50 feet (15 meters) in height, are permitted in the nonresidential districts, and monopole telecommunications towers are permitted in residential districts, as indicated in Appendix C, with a special use exception (SUE).

- (2) The following new monopole structures are permitted by right in all zoning areas upon submission of documentation required in § 15-6-46:

- (a) The structure, including the equipment, must not exceed 50 feet;
- (b) The monopole structure shall meet a total wind loading factor of 550 pounds (or equivalent) at a maximum of 135 mph or less for all attached equipment;
- (c) The maximum wind resistance cannot exceed the ultimate resting moment for the specific pole classification as indicated in Appendix D of the Zoning Ordinance ("Appendix D"); and
- (d) No single antenna shall be greater than 48 inches in length or cross section.

- (C) *Historic/cultural.* Except for compatible alternative mounting structures that effectively camouflage or conceal the presence of telecommunications antennas, telecommunications facilities should not be located on or within 300 feet (90 meters) of property zoned historic or property included in a national or local historic district. In addition, such facilities should, wherever possible, be located so as to ensure that historic or culturally significant vistas and landscapes are protected, and that the views of and vistas from architecturally and/or historically significant structures are not impaired or diminished

- (D) *Tower spacing.* Any new telecommunications tower in excess of 180 feet in height must be located a minimum of one mile from any existing tower in excess of 180 feet (54. 9 meters) in height, unless the telecommunications tower is located within an I-2 district.

(E) *Alternative mounting structures.*

- (1) New alternative mounting structures, 100 feet (30 meters) or less in height, are

permitted, by right, in the nonresidential districts indicated in Appendix C.

- (2) New alternative mounting structures in excess of 100 feet (30 meters) in height are permitted, with a special use exception, in the nonresidential districts indicated in Appendix C.
- (3) New alternative mounting structures 100 feet (30 meters) or less in height that are also used to provide lighting to parks, stadiums, athletic fields, school playgrounds, tennis courts and other recreational areas are permitted, by right, in the residential districts indicated in Appendix C.
- (4) The following new monopole structures are permitted by right in all zoning areas upon submission of documentation required in § 15-6-46:
 - (a) The structure, including equipment, must not exceed 50 feet;
 - (b) The monopole structure shall meet a total wind loading factor of 550 pounds (or equivalent) at a maximum of 135 mph or less for all attached equipment;
 - (c) The maximum wind resistance cannot exceed the ultimate resting moment for the specific pole classification as indicated in Appendix D; and
 - (d) No single antenna shall be greater than 48 inches in length or cross section.
- (5) All other new alternative mounting structures located in the residential zoning districts shall require a special use exception.
- (6) Alternative mounting structures must be either:
 - (a) Similar in color, scale and character to adjoining buildings or structures, or blend with the immediately adjacent landscaping and other surroundings so as to generally avoid the creation of a unique, discreet visual object; or
 - (b) Designed as an artwork. The design of a proposed, alternative mounting structure intended to also serve as a work of art shall be submitted to the Municipal Arts Commission for review and comment;
 - (c) Designed as lighting standards for parks, stadiums, athletic fields, school playgrounds, tennis courts and other recreational areas.

(Ord. 2001-15, passed 8-13-01; Ord. 2004-19, passed 8-9-04)

Sec. 15-6-49. - Antenna mounting standards.

- (A) *Purpose.* The purpose of this section is to promote public safety and maintain order and harmony within the city's business, cultural and residential districts, by restricting the size and location of telecommunications antennas.

(B) *Whip and panel antenna mounting standards.*

- (1) Provided that the total length of any antenna does not exceed 15% of the height of the structure, individual telecommunications antennas are allowed, as a matter of right, on existing electric utility poles, light standards and telecommunications towers in excess of 40 feet (12 meters) in height.
- (2) The height or length of a panel or whip antenna is determined by measuring from the base or point of attachment to a tower or structure to the highest point of any and all components of the antenna.
- (3) Telecommunications antennas and arrays are allowed, by right, on existing electric transmission towers.
- (4) Existing towers in excess of 50 feet (15 meters) in height may, as a matter of right, be rebuilt, if necessary, to support or contain a new antenna or additional antennas, provided that the new tower is the same height and substantially the same in appearance as the structure it replaces and, at a minimum, is reconstructed to meet the current building codes, including the state's windstorm-resistant construction regulations.
- (5) Panel antennas and dish antennas with a length or cross section of 48 inches or less or whip antennas extending 15 feet (4.5 meters) or less in total height, are permitted, as a matter of right, on conforming billboard structures and signs.
- (6) Panel antennas that do not extend above billboards and outdoor advertising signs, or whip antennas 15 feet (4.5 meters) or less in height, are permitted, as a matter of right, on conforming billboard structures and signs.
- (7) Building-mounted panel antennas are permitted, as a matter of right, on nonresidential buildings and multifamily dwellings in all zoning districts, provided that they do not project to the side more than 36 inches (91 centimeters) from the surface of the building to which they are attached. The antenna's appearance shall be such that its color and texture blends with the building's surrounding surface.
- (8) Whip antennas are permitted, as a matter of right, on nonresidential buildings and multifamily dwellings in all zoning districts, provided that their total length, regardless of mounting method or location, does not exceed 25 feet (7.5 meters) or 15% of the height of the building.

(C) *Dish antenna mounting standards.*

- (1) Dish antennas shall not be permitted in any front-yard or side-yard setback area adjacent to any roadway.

- (2) Ground-mounted dish antennas in excess of 5 feet (1.5 meters) in height shall be screened from roadways and adjacent property with a screening fence, evergreen hedge or masonry wall that is a minimum of six feet in height.
- (3) Dish antennas in excess of 10 feet (three meters) in height, or more than 10 feet (3 meters) in diameter shall not be permitted in any residential zoning district.
- (4) Building/roof mounted dish antennas 3.3 feet (one meter) or less in diameter are permitted in all zoning districts indicated in Appendix C.
- (5) Building/roof-mounted dish antennas 6.6 feet (two meters) or less in diameter are permitted on all nonresidential buildings and multifamily dwellings in any zoning district.
- (6) Building/roof-mounted dish antennas in excess of 6.6 feet (two meters) in diameter may be permitted, in any zoning district, on buildings in excess of 100,000 square feet (9,000 square meters) of building floor area.

(D) *Structural certification.* Prior to the installation of any building/roof-mounted telecommunications antenna, antenna array, or support structure on other than a single-family residence, the Building Official shall be provided with an engineer's certification that the structure will support and not be adversely affected by the proposed antenna and associated equipment.

(Ord. 2001-15, passed 8-13-01; Ord. 2004-19, passed 8-9-04)

Sec. 15-6-50. - Appeal.

Any entity that desires to erect or utilize telecommunication facilities that wishes to present evidence that it would be limited, by current city ordinances or regulations dealing with zoning and land use, may apply for such use under this section. Upon a showing that strict application of the regulations would prohibit or have the effect of prohibiting personal wireless service as defined by federal law, the Zoning Board of Adjustment shall grant a special use exception, consistent with the spirit and intent of this article and section, to the extent necessary to prevent the prohibition.

(Ord. 2001-15, passed 8-13-01; Ord. 2004-19, passed 8-9-04)

Sec. 15-6-51. - Violation deemed nuisance.

In addition to the penalties provided in this code, any violation of this subarticle is hereby declared to be a nuisance. In addition to any other relief provided by this subchapter, the city may apply to a court of competent jurisdiction for an injunction to prohibit the continuation of any violation of this subarticle, and other available relief.

(Ord. 2001-15, passed 8-13-01; Ord. 2004-19, passed 8-9-04)

Cross reference— Penalty, see § 15-6-999.

Secs. 15-6-52—15-6-54. - Reserved.

APPENDIX C. - TELECOMMUNICATIONS

Sec. 1. - Zoning districts where telecommunications facilities are authorized.

Telecommunication Facility Type	Zoning District Type			Code Reference
	Nonresidential ¹	Residential ²	Historical/Cultural	
Amateur Radio Towers under 50 feet (15 m)	Yes	Yes	No	<u>§ 15-6-48</u> (B)
<i>Self-supporting Lattice, Guyed and Other Towers</i>				
- 0 to 50 feet (15 m)	Yes	No	No	<u>§ 15-6-48</u> (D)
- over 50 feet (15 m)	SUE ^{3,4}	No	No	<u>§ 15-6-48</u> (D)
<i>Monopole Towers</i>				
- 0 to 85 feet (26 m)	Yes	SUE ³	No	<u>§ 15-6-48</u> (C)
- over 85 feet (26 m)	SUE ^{3,4}	No	No	<u>§ 15-6-48</u> (D)
<i>Alternative Mounting Structures</i>				
- 0 to 100 feet (30 m)	Yes	SUE ^{3,5}	Stealth	<u>§ 15-6-48</u> (E)(1)

- over 100 feet (30 m)	SUE ³	SUE ³	Stealth	<u>§ 15-6-48</u> (E)(2)
<i>Antenna Only Mountings</i>				
- electronic transmission towers	Yes	Yes	Stealth	<u>§ 15-6-49</u> (B)(3)
- existing telecom towers over 40 feet (12 m)	Yes	Yes	Stealth	<u>§ 15-6-49</u> (B)(1)
- utility poles over 40 feet 12 m)	Yes	Yes	Stealth	<u>§ 15-6-49</u> (B)(1)
- light poles over 40 feet (12 m)	Yes	Yes	Stealth	<u>§ 15-6-49</u> (B)(1)
- conforming billboards	Yes	Yes	Stealth	<u>§ 15-6-49</u> (B)(5)
- building-mounted panels	Stealth	Stealth ⁶	Stealth	<u>§ 15-6-49</u> (B)(6)
- building-mounted whips	Yes	Yes ⁶	Stealth	<u>§ 15-6-49</u> (B)(7)
- roof-mounted arrays	Yes ⁷	Yes ⁷	Stealth	<u>§ 15-6-49</u> (B)(7)
<i>Dish Antenna Mountings</i>				

- building/roof-mounted under 3.3 feet (1 m) in diameter	Yes	Yes	Stealth	<u>§ 15-6-49</u> (C)(4)
- building/roof-mounted under 6.6 feet (2 m) in diameter	Yes ⁷	Yes ⁷	Stealth	<u>§ 15-6-49</u> (C)(5)
- building/roof-mounted over 6.6 feet (2 m) in diameter	Yes ⁸	Yes ⁸	Stealth	<u>§ 15-6-49</u> (C)(6)
- ground-mounted under 10 feet (3 m) in diameter	Yes	Yes	Stealth	<u>§ 15-6-49</u> (C)(3)
- ground-mounted over 10 feet (3 m) in diameter	Yes	No	Stealth	<u>§ 15-6-49</u> (C)(3)

Notes:

¹ For the purpose of this article and table, *NONRESIDENTIAL* means zoning districts C-1, C-2, C-3, C-4, I-1 and I-2.

² For the purpose of this article and table, *RESIDENTIAL* means zoning districts R-1, R-2, R-3, R-4, MH and Ag.

³ SUE means a special use exception, obtained under § 15-6-142, is required by § 15-6-48(B).

⁴ In an I-2 zoning district, there is no tower-height limitation and SUE is not required.

⁵ Alternative mounting structures 100 feet (30 meters) or less in height that are also used to provide lighting to parks, stadiums, athletic fields, school playgrounds, tennis courts and other recreational areas are permitted, by right, in residential districts.

⁶ Nonresidential and multifamily structures only.

⁷ Nonresidential and multifamily structures.

⁸ Structures in excess of 100,000 square feet (900 square meters) of floor area.

(Ord. 2001-15, passed 8-13-01)

Sec. 15-6-48. - Tower location standards.

(A) *Towers permitted by right.*

- (1) Freestanding, monopole telecommunications towers 85 feet (26 meters) or less in height, and self-supporting lattice and guyed towers 50 feet (15 meters) or less in height are permitted in the nonresidential districts indicated in Appendix C of the Zoning Ordinance ("Appendix C").
- (2) Freestanding, monopole, guyed and self-supporting lattice-work towers of any height are permitted in an I-2 district.

(B) *Towers requiring a special use exception (SUE).*

- (1) Except as otherwise provided in this subarticle, monopole towers in excess of 85 feet (26 meters) in height, and other telecommunication towers, including self-supporting, lattice and guyed towers in excess of 50 feet (15 meters) in height, are permitted in the nonresidential districts, and monopole telecommunications towers are permitted in residential districts, as indicated in Appendix C, with a special use exception (SUE).
- (2) The following new monopole structures are permitted by right in all zoning areas upon submission of documentation required in § 15-6-46:
 - (a) The structure, including the equipment, must not exceed 50 feet;
 - (b) The monopole structure shall meet a total wind loading factor of 550 pounds (or equivalent) at a maximum of 135 mph or less for all attached equipment;
 - (c) The maximum wind resistance cannot exceed the ultimate resting moment for the specific pole classification as indicated in Appendix D of the Zoning Ordinance ("Appendix D"); and
 - (d) No single antenna shall be greater than 48 inches in length or cross section.

(C) *Historic/cultural.* Except for compatible alternative mounting structures that effectively camouflage or conceal the presence of telecommunications antennas, telecommunications facilities should not be located on or within 300 feet (90 meters) of property zoned historic or property included in a national or local historic district. In addition, such facilities should, wherever possible, be located so as to ensure that historic or culturally significant vistas and landscapes are protected, and that the views of and vistas from architecturally and/or historically significant structures are not impaired or diminished

(D) *Tower spacing.* Any new telecommunications tower in excess of 180 feet in height must be located a minimum of one mile from any existing tower in excess of 180 feet (54. 9 meters) in height, unless the telecommunications tower is located within an I-2 district.

(E) *Alternative mounting structures.*

- (1) New alternative mounting structures, 100 feet (30 meters) or less in height, are permitted, by right, in the nonresidential districts indicated in Appendix C.
- (2) New alternative mounting structures in excess of 100 feet (30 meters) in height are permitted, with a special use exception, in the nonresidential districts indicated in Appendix C.
- (3) New alternative mounting structures 100 feet (30 meters) or less in height that are also used to provide lighting to parks, stadiums, athletic fields, school playgrounds, tennis courts and other recreational areas are permitted, by right, in the residential districts indicated in Appendix C.
- (4) The following new monopole structures are permitted by right in all zoning areas upon submission of documentation required in § 15-6-46:
 - (a) The structure, including equipment, must not exceed 50 feet;
 - (b) The monopole structure shall meet a total wind loading factor of 550 pounds (or equivalent) at a maximum of 135 mph or less for all attached equipment;
 - (c) The maximum wind resistance cannot exceed the ultimate resting moment for the specific pole classification as indicated in Appendix D; and
 - (d) No single antenna shall be greater than 48 inches in length or cross section.
- (5) All other new alternative mounting structures located in the residential zoning districts shall require a special use exception.
- (6) Alternative mounting structures must be either:
 - (a) Similar in color, scale and character to adjoining buildings or structures, or blend with the immediately adjacent landscaping and other surroundings so as to generally avoid the creation of a unique, discreet visual object; or
 - (b) Designed as an artwork. The design of a proposed, alternative mounting structure intended to also serve as a work of art shall be submitted to the Municipal Arts Commission for review and comment;
 - (c) Designed as lighting standards for parks, stadiums, athletic fields, school playgrounds, tennis courts and other recreational areas.

(Ord. 2001-15, passed 8-13-01; Ord. 2004-19, passed 8-9-04)

Sec. 15-6-49. - Antenna mounting standards.

(A)

Purpose. The purpose of this section is to promote public safety and maintain order and harmony within the city's business, cultural and residential districts, by restricting the size and location of telecommunications antennas.

(B) *Whip and panel antenna mounting standards.*

- (1) Provided that the total length of any antenna does not exceed 15% of the height of the structure, individual telecommunications antennas are allowed, as a matter of right, on existing electric utility poles, light standards and telecommunications towers in excess of 40 feet (12 meters) in height.
- (2) The height or length of a panel or whip antenna is determined by measuring from the base or point of attachment to a tower or structure to the highest point of any and all components of the antenna.
- (3) Telecommunications antennas and arrays are allowed, by right, on existing electric transmission towers.
- (4) Existing towers in excess of 50 feet (15 meters) in height may, as a matter of right, be rebuilt, if necessary, to support or contain a new antenna or additional antennas, provided that the new tower is the same height and substantially the same in appearance as the structure it replaces and, at a minimum, is reconstructed to meet the current building codes, including the state's windstorm-resistant construction regulations.
- (5) Panel antennas and dish antennas with a length or cross section of 48 inches or less or whip antennas extending 15 feet (4.5 meters) or less in total height, are permitted, as a matter of right, on conforming billboard structures and signs.
- (6) Panel antennas that do not extend above billboards and outdoor advertising signs, or whip antennas 15 feet (4.5 meters) or less in height, are permitted, as a matter of right, on conforming billboard structures and signs.
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- (8) Whip antennas are permitted, as a matter of right, on nonresidential buildings and multifamily dwellings in all zoning districts, provided that their total length, regardless of mounting method or location, does not exceed 25 feet (7.5 meters) or 15% of the height of the building.

(C) *Dish antenna mounting standards.*

- (1) Dish antennas shall not be permitted in any front-yard or side-yard setback area adjacent to any roadway.
- (2) Ground-mounted dish antennas in excess of 5 feet (1.5 meters) in height shall be screened from roadways and adjacent property with a screening fence, evergreen hedge or masonry wall that is a minimum of six feet in height.
- (3) Dish antennas in excess of 10 feet (three meters) in height, or more than 10 feet (3 meters) in diameter shall not be permitted in any residential zoning district.
- (4) Building/roof mounted dish antennas 3.3 feet (one meter) or less in diameter are permitted in all zoning districts indicated in Appendix C.
- (5) Building/roof-mounted dish antennas 6.6 feet (two meters) or less in diameter are permitted on all nonresidential buildings and multifamily dwellings in any zoning district.
- (6) Building/roof-mounted dish antennas in excess of 6.6 feet (two meters) in diameter may be permitted, in any zoning district, on buildings in excess of 100,000 square feet (9,000 square meters) of building floor area.

(D) *Structural certification.* Prior to the installation of any building/roof-mounted telecommunications antenna, antenna array, or support structure on other than a single-family residence, the Building Official shall be provided with an engineer's certification that the structure will support and not be adversely affected by the proposed antenna and associated equipment.

(Ord. 2001-15, passed 8-13-01; Ord. 2004-19, passed 8-9-04)

Sec. 15-6-50. - Appeal.

Any entity that desires to erect or utilize telecommunication facilities that wishes to present evidence that it would be limited, by current city ordinances or regulations dealing with zoning and land use, may apply for such use under this section. Upon a showing that strict application of the regulations would prohibit or have the effect of prohibiting personal wireless service as defined by federal law, the Zoning Board of Adjustment shall grant a special use exception, consistent with the spirit and intent of this article and section, to the extent necessary to prevent the prohibition.

(Ord. 2001-15, passed 8-13-01; Ord. 2004-19, passed 8-9-04)

Sec. 15-6-51. - Violation deemed nuisance.

In addition to the penalties provided in this code, any violation of this subarticle is hereby declared to be a nuisance. In addition to any other relief provided by this subchapter, the city may apply to a court of competent jurisdiction for an injunction to prohibit the continuation of any violation of this subarticle, and other available relief.

(Ord. 2001-15, passed 8-13-01; Ord. 2004-19, passed 8-9-04)

Cross reference— Penalty, see § 15-6-999.

Secs. 15-6-52—15-6-54. - Reserved.

Tom Ginter

From: Jones, Glenn R CIV NAVFAC SE <glenn.r.jones@navy.mil>
Sent: Thursday, September 29, 2016 12:42 PM
To: Tom Ginter
Cc: Jones, Glenn R CIV NAVFAC SE
Subject: RE: Gulf Coast Broadband construction permit-Wildwood subdivision

Tom,

No, they do not need one (light) at that height. It would be an FAA requirement, not ours. At 55' total height and at that distance from the airport, there are no impacts to us. I had our frequency manager look at it as well. Again, no issues. So the Colston's are cleared in hot.

Thank you very much for allowing me to comment on this construction.

Best,
Glenn

Glenn R. Jones
Community Plans Liaison Officer (Mission Sustainment)
Air Operations Department (N38)
311 N. Mitscher Ave, ste 212
NAS Kingsville, TX 78363-5002
361-516-4770; (D) 876; (C) 361-876-4277

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-----Original Message-----

From: Tom Ginter [mailto:tginter@kingsville.onmicrosoft.com]
Sent: Thursday, September 29, 2016 10:28 AM
To: Jones, Glenn R CIV NAVFAC SE
Subject: [Non-DoD Source] FW: Gulf Coast Broadband construction permit-Wildwood subdivision

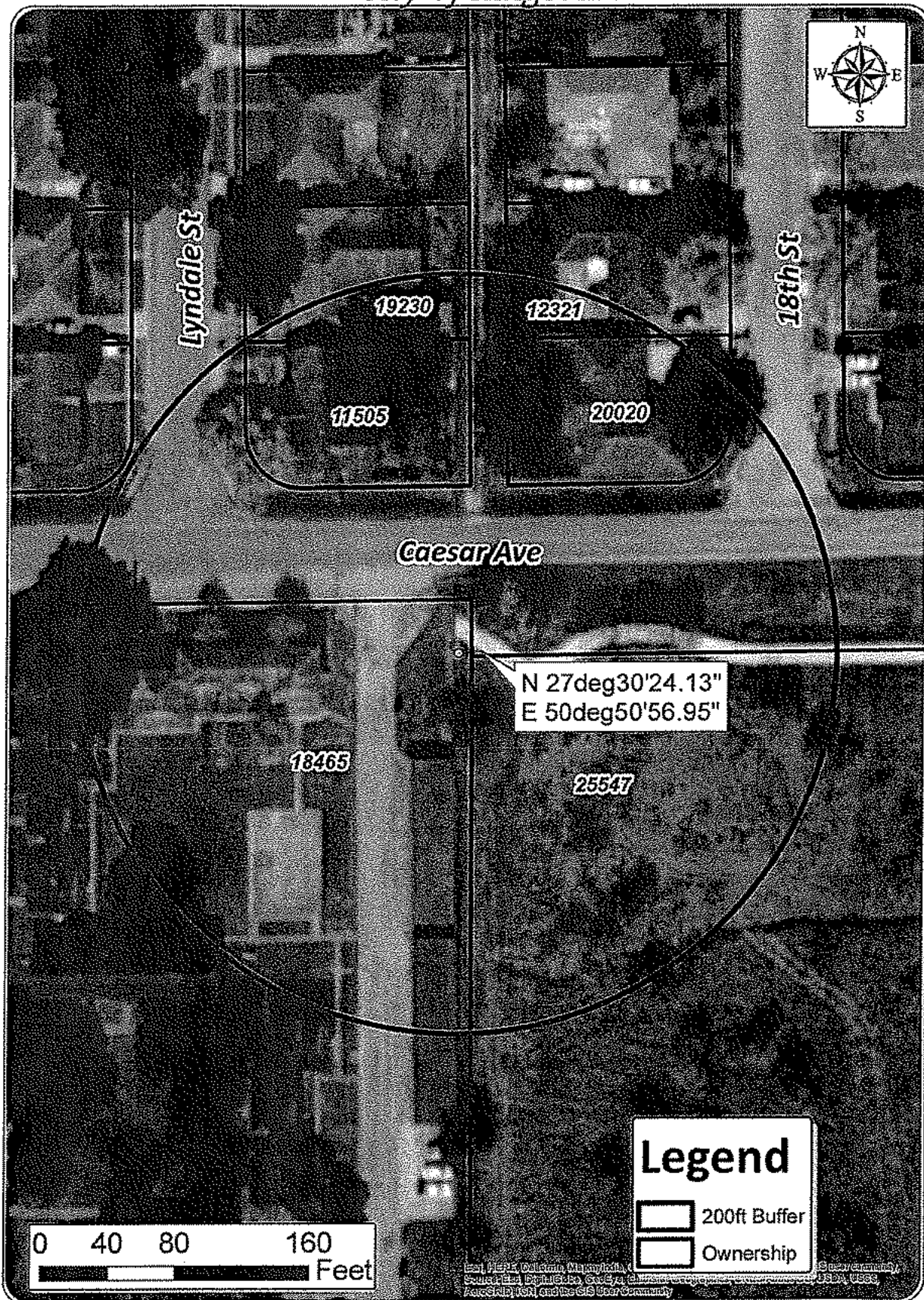
Glenn:


We have received a request from a Mr. Colston about the installation of a pole for broadband in Wildwood Trail on private property. Everything else looks good. Want to make sure that you were aware and do they need an identifying red light on top? We don't think so but want to make sure.

Thanks

Tom

City of Kingsville



Page 1/1	Drawn By: Engineering Department	DISCLAIMER THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.	 CITY OF KINGSVILLE ENGINEERING DEPARTMENT 200 East Kleberg Kingsville, Texas 78363 Office: 361-595-8005 Fax: 361-595-8035
	Last Update: 11/17/2016		
	Note:		

ZARSKY DEVELOPMENT CO LLC
PO BOX 2527
Victoria, TX 77901
#25547

HBC Holding LTD
% Ryan, LLC – DEPT 125
P.O BOX 4900
Scottsdale, AZ 85261-4900
#18465

VIDAL ALONZO B
215 E COUNTY ROAD 2205
KINGSVILLE, TX 78363-2648
#20020

ISMAEL G MALDONADO
1030 LYNDAL ST
KINGSVILLE, TX 78363-6464
#11505

JASON J KIHLE
1025 S 18TH ST
KINGSVILLE, TX 78363-6450
#12321

PEDRO GONZALEZ
1026 LYNDAL ST
KINGSVILLE, TX 78363-6464
#19230

ORDINANCE #2016-_____

AMENDING THE ZONING ORDINANCE GRANTING A SPECIAL USE PERMIT TO LOCATE A TOWER TO HOST BROADBAND DEPLOYMENT EQUIPMENT NEAR THE INTERSECTION OF CAESAR AVENUE AND WILDWOOD TRAILS BLVD.; AMENDING THE COMPREHENSIVE PLAN TO ACCOUNT FOR ANY DEVIATIONS FROM THE EXISTING COMPREHENSIVE PLAN; PROVIDING FOR PUBLICATION.

WHEREAS, the City Commission approved a wireless telecommunications facilities ordinance (sections 15-6-45 through 15-6-51) in 2001, as allowed by the Federal Telecommunications Act of 1996, and modified it in 2004 to regulate the placement, construction, and modification of cellular telephone facilities and other personal wireless telecommunication service facilities in order to protect and promote public safety, minimize and mitigate any adverse visual or aesthetic impacts on the community and promote the orderly development of telecommunication facilities within the city; and

WHEREAS, city staff has received an application from Gulf Coast Broadband via agent Bill Colston for the installation of a monopole tower in a residential area; and

WHEREAS, Appendix C to the ordinance allows for a monopole tower between 0 to 85 feet and the applicant plans to install a 55-foot monopole tower on private property, but the ordinance requires a Special Use Permit process as the pole is to be located in a residential area; and

WHEREAS, the Planning and Zoning Commission has forwarded to the City Commission its reports and recommendations concerning the application of Gulf Coast Broadband, for amendment to the zoning map of the City of Kingsville with the request based on City Code sections 15-6-45 and 15-6-46;

WHEREAS, with proper notice to the public, public hearings were held on Wednesday, November 23, 2016, during a meeting of the Planning and Zoning Commission, and on Monday, November 28, 2016, during a meeting of the City Commission, in the Commission Chambers, at City Hall, in the City of Kingsville, during which all interested persons were allowed to appear and be heard; and

WHEREAS, a majority of the Planning Commission by a 7-0 vote to APPROVE the requested rezone; and

WHEREAS, city staff has contacted the naval air station that they have no objection to this application as presented; and

WHEREAS, the City Commission has determined that this amendment would best serve public health, necessity, and convenience and the general welfare of the City of Kingsville and its citizens.

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

SECTION 1. That the Zoning Ordinance of the City of Kingsville, Texas, is amended and a Special Use Permit is granted for a monopole tower to host broadband deployment equipment on private property near the intersection of Caesar Avenue and Wildwood Trail Blvd. as more specifically describe on the site plan attached as Exhibit A.

SECTION 2. That the Special Use Permit granted in Section 1 of this Ordinance is subject the following conditions:

1. **ALLOWED USE:** The only use authorized by this Special Use Permit is for a monopole tower to host broadband deployment equipment on private property near the intersection of Caesar Avenue and Wildwood Trail Blvd.

2. **TIME LIMIT:** This Special Permit is good for the duration of the business from the date of this ordinance **unless** (a) the property is not being used for the purpose outlined in Condition 1, or (b) any other conditions have not been complied with, or (c) there is a change in ownership of the business.

3. **SPECIAL CONDITION:** (3.1) The applicant shall obtain all required licenses for operating the business and permits as applicable for building, fire and health thereby meeting all adopted codes to operate said business, and shall cooperate with all annual fire safety, health, and sanitation inspections, in order to maintain compliance with state and city regulations for a business at the location. (3.2) All activity on site shall be in complete compliance with all City codes, especially the nuisance, fire, building and zoning codes.

SECTION 3. That the official Zoning Map of the City of Kingsville, Texas, is amended to reflect the amendments to the Zoning Ordinance made by Section 1 of this ordinance.

SECTION 4. That the Zoning Ordinance and Zoning Map of the City of Kingsville, Texas, as amended from time to time, except as changed by this ordinance and any other ordinances adopted on this date, remain in full force and effect.

SECTION 5. That to the extent that these amendments to the Zoning Ordinance represent a deviation from the Comprehensive Plan, the Comprehensive Plan is amended to conform to the Zoning Ordinance, as amended by this ordinance.

SECTION 6. That all ordinances or parts of ordinances in conflict with this ordinance are hereby expressly repealed.

SECTION 7. That publication shall be made in the official publication of the City of Kingsville as required by the City Charter of the City of Kingsville.

INTRODUCED on this the 28th day of November, 2016.

PASSED AND APPROVED on this the 12th day of December, 2016.

EFFECTIVE DATE: _____

THE CITY OF KINGSVILLE

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

By: _____
Courtney Alvarez, City Attorney

AGENDA ITEM #2

City of Kingsville
Department of Planning and Development Services

TO: Mayor and City Commissioners
CC: Jesus A. Garza, City Manager
FROM: Tom Ginter, Director
DATE: November 16, 2016
SUBJECT: Request to abandon an easement located in KT & I Co. Block 17. Lot W PT3 2.14 acres

Summary: A food establishment wants to build in the triangle property located at the intersection of Cesar and Carlos Truan. There is an easement located on the property that is hindering their project. Consequently for them to build the easement needs to be abandoned.

Background: The company that is wanting to build a food establishment has submitted a re plat that would coincide with their purchase of some of the property at this location. On that replat is reflected an easement to the City of Kingsville. Because of the location of the easement, for the developer to continue with this project it either would need to be abandoned or relocated if there was something in the easement. At this point we have nothing in the easement nor is there any other kind of utility line in the easement. Attached is a copy of the easement agreement, and two documents that reflect the easement on the property. One document is for the entire re plat and a copy which just shows the easement and some of the ground near it.

Financial Impact: The developer has made it clear that the easement needs to be abandoned for them to continue with this project. While I haven't been given anything in writing or a design the information that I have been told is that the easement is in the footprint of the building. By approving the abandonment of this easement, we would improve our tax base, add jobs and add a food establishment to the community which could grow our sales tax.

Recommendation: In consultation with the City Engineer it is recommended that the easement be abandoned.



CITY OF KINGSVILLE

EASEMENT AGREEMENT

THE STATE OF TEXAS

X

X

COUNTY OF KLEBERG

X

Carolyn E. Mitchell and M.B. Mitchell, Jr. (hereinafter referred to as the "Grantor"), for and in consideration of the sum of ONE (\$1.00) DOLLAR, and other good and valuable consideration paid by THE CITY OF KINGSVILLE (hereinafter referred to as the "Grantee"), a home rule, municipal corporation and body politic existing by virtue of the laws of the State of Texas, whose address is P.O. Box 1458, Kingsville, Kleberg County, Texas, the receipt and sufficiency of which is hereby acknowledged, has granted and conveyed and by these presents does grant and convey unto the Grantee, its successors, assigns and legal representatives the unlimited, free and uninterrupted use, liberty, privilege, and easement for the purpose of laying, constructing, inspecting, maintaining, altering, operating, replacing and removing underground pipeline or lines with necessary fittings, appliances and other appurtenances incidental thereto, for the drainage and transportation of raw and treated water and sewage, for municipal, domestic, agricultural, industrial or any other useful purposes, which easement shall be of a width of ten feet (10'0") in, on, upon, over, along, across, under and through a certain tract of land situated in Kleberg County, Texas, and being described as follows:

All of that certain parcel or tract of land being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

There is included in this grant and conveyance the right of the Grantee, from time to time, to lay, construct, inspect, maintain, alter, operate, replace and remove additional pipelines or lines for the purposes herein set forth, provided, however, such additional pipeline or lines shall be subject to the same rights, privileges and conditions as herein provided.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including but without limiting the same to, the free and full right of ingress or egress on, over, across, to and from said easement, the right from time to time to remove all obstructions that may injure, endanger or interfere with the maintaining, servicing, repairing, constructing, removing and inspecting any pipeline or lines and the granting of use of said easement, as may be required, to franchisees of Grantee.

The Grantee accepts this grant and conveyance with the understanding that the Grantor, its legal representatives, successors and assigns, after completion of the construction as above mentioned, shall not be restricted with respect to the use of the surface of the above described property, provided, however,

that no building, permanent structure (which term shall not include railroad tracks, road surfacing, driveways, culverts, gutters, parking lots and sidewalks), land fill or dump site may be created thereon by the Grantor, their heirs, legal representatives, successors and assigns.

It is agreed that Grantee shall use the double ditch method in digging and refilling any trench used for its pipeline and will restore the land to as near its original condition as possible. In the event there shall be sinkage on the route of any pipeline occurring within five (5) years of the date of construction, Grantee shall upon request and demand of Grantor cause the same to be filled and leveled.

TO HAVE AND TO HOLD said easement, unto the said Grantee, its successors, assigns and legal representatives, so long as the rights, privileges and easements herein granted and conveyed, or any of them shall be used by, or be useful to the Grantee, or successors, assigns and legal representatives for the purposes herein granted; and the Grantor hereby bind(s) themselves, their heirs, legal representatives, successors and assigns to warrant and forever defend all and singular said easement unto the said Grantee, its successors, assigns and legal representatives against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this Easement Agreement is executed on this 21st day of January, 1993.

CAROLYN E. MITCHELL
AND M.B. MITCHELL, JR.

Carolyn E. Mitchell
M.B. Mitchell, Jr.

ATTEST: Marie F. [Signature]

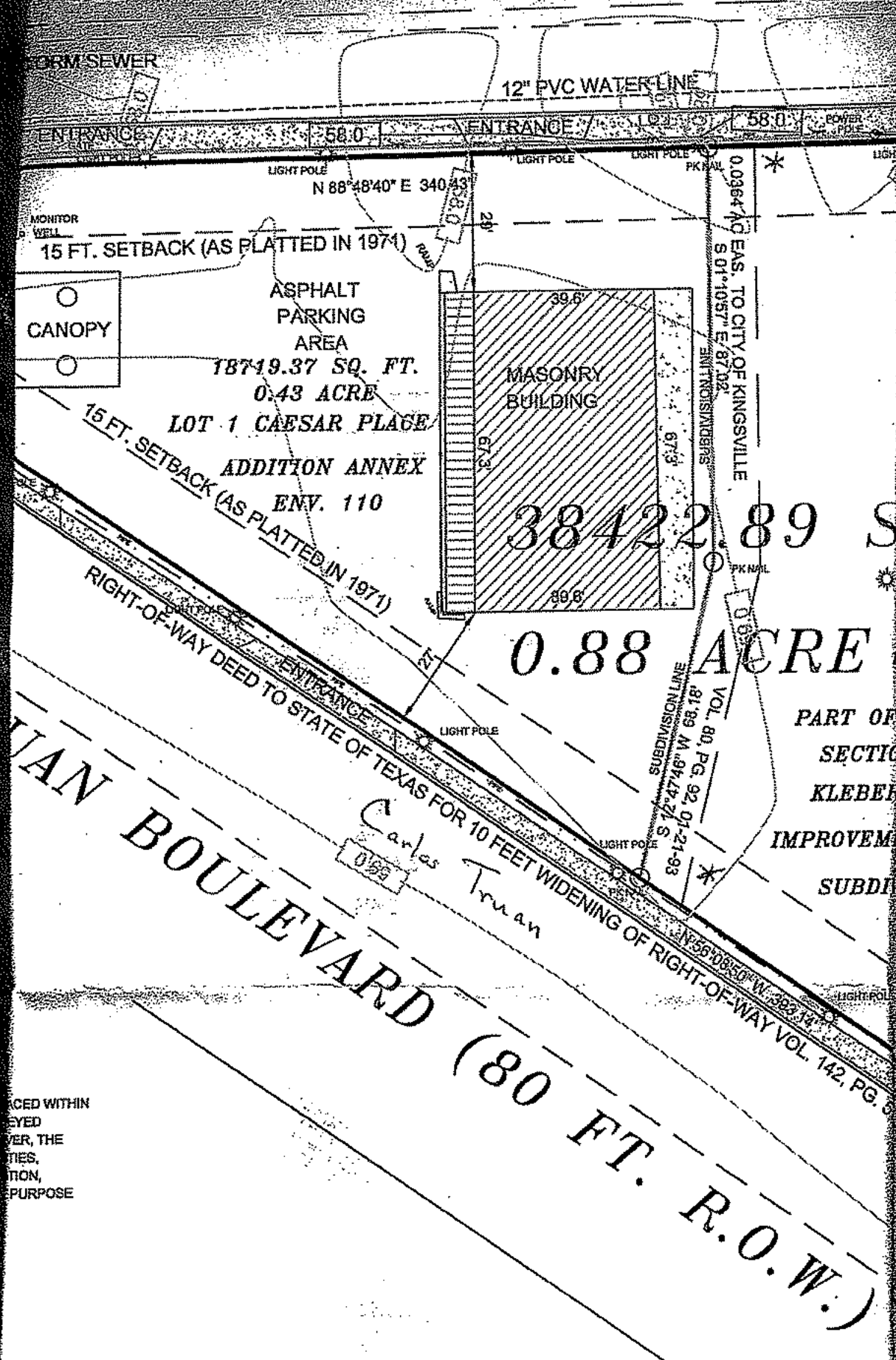
Accepted by the City of Kingsville, a home-rule, municipal corporation and body politic existing by and under the laws of the State of Texas, this 21st day of January, 1993, Pursuant to motion duly made, seconded and adopted by the City Commission of the City of Kingsville, Texas.

THE CITY OF KINGSVILLE:

Ron Sadler
RON SADLER, MAYOR

ATTEST:

CAESAR AVENUE (60 FT)



ORDINANCE NO. 2016-_____

AN ORDINANCE ABANDONING AN EASEMENT FOR UTILITY PURPOSES IN KT&I CO., BLOCK 17, LOT W PT3, 2.14 ACRES (BETWEEN CAESAR BLVD. AND CARLOS TRUAN BLVD.); REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, a ten (10) foot utility easement lies on KT&I Co., Block 17, Lot W PT3 2.14 acres between Caesar Blvd. and Carlos Truan Blvd. in the City of Kingsville as more fully stated on the legal description and map attached hereto;

WHEREAS, the easement runs through a single tract of land and the property owner wishes to have the utility easement abandoned as a food establishment developer is interested in the property but the easement interferes with the potential site development of the tract;

WHEREAS, AEP, AT&T, CMA, Center Point and the City water and sewer departments have verified there are no existing utilities running through the easement nor are any reasonable foreseeable for which they would need continued access;

WHEREAS, staff recommends the utility easement be vacated and the land returned to the adjoining property owner free of the easement;

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

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

I.

THAT the City of Kingsville abandons and relinquishes any and all interest in the following described property as an easement to the adjoining property owner. All documentation of the vacating of the utility easement will be appropriately recorded by the property owner at the Kleberg County Clerk's Office pursuant to state law with the property owner being responsible for any and all filing fees.

Said easement to be abandoned being a utility easement across a tract of land containing 2.14 acres situated in Kleberg County, Texas, located in KT&I Co., Block 17, Lot W PT3, according to the easement agreement thereof recorded in Volume 80, Page 92 is more particularly described on the attached Easement Agreement from 1993 and its Exhibit A-site plan.

II.

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

III.

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

IV.

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

INTRODUCED on this the 28th day of November, 2016.

PASSED AND APPROVED on this the 12th day of December, 2016.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

CITY OF KINGSVILLE

THE STATE OF TEXAS

COUNTY OF KLEBERG

X
X
X

EASEMENT AGREEMENT

Carolyn E. Mitchell and M.B. Mitchell, Jr. (hereinafter referred to as the "Grantor"), for and in consideration of the sum of ONE (\$1.00) DOLLAR, and other good and valuable consideration paid by THE CITY OF KINGSVILLE (hereinafter referred to as the "Grantee"), a home rule, municipal corporation and body politic existing by virtue of the laws of the state of Texas, whose address is P.O. Box 1458, Kingsville, Kleberg County, Texas, the receipt and sufficiency of which is hereby acknowledged, has granted and conveyed and by these presents does grant and convey unto the Grantee, its successors, assigns and legal representatives the unlimited, free and uninterrupted use, liberty, privilege, the easement for the purpose of laying, constructing, inspecting, maintaining, altering, operating, replacing and removing underground pipeline or lines with necessary fittings, appliances and other appurtenances incidental thereto, for the drainage and transportation of raw and treated water and sewage, for municipal, domestic, agricultural, industrial or any other useful purposes, which easement shall be of a width of ten feet (10'0") in, on, upon, over, along, across, under and through a certain tract of land situated in Kleberg County, Texas, and being described as follows:

All of that certain parcel or tract of land being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

There is included in this grant and conveyance the right of the Grantee, from time to time, to lay, construct, inspect, maintain, alter, operate, replace and remove additional pipelines or lines for the purposes herein set forth, provided, however, such additional pipeline or lines shall be subject to the same rights, privileges and conditions as herein provided.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including but without limiting the same to, the free and full right of ingress or egress on, over, across, to and from said easement, the right from time to time to remove all obstructions that may injure, endanger or interfere with the maintaining, servicing, repairing, constructing, removing and inspecting any pipeline or lines and the granting of use of said easement, as may be required, to franchisees of Grantee.

The Grantee accepts this grant and conveyance with the understanding that the Grantor, its legal representatives, successors and assigns, after completion of the construction as above mentioned, shall not be restricted with respect to the use of the surface of the above described property, provided, however,

that no building, permanent structure (which term shall not include railroad tracks, road surfacing, driveways, culverts, gutters, parking lots and sidewalks), land fill or dump site may be created thereon by the Grantor, their heirs, legal representatives, successors and assigns.

It is agreed that Grantee shall use the double ditch method in digging and refilling any trench used for its pipeline and will restore the land to as near its original condition as possible. In the event there shall be sinkage on the route of any pipeline occurring within five (5) years of the date of construction, Grantee shall upon request and demand of Grantor cause the same to be filled and leveled.

TO HAVE AND TO HOLD said easement, unto the said Grantee, its successors, assigns and legal representatives, so long as the rights, privileges and easements herein granted and conveyed, or any of them shall be used by, or be useful to the Grantee, its successors, assigns and legal representatives for the purposes herein granted; and the Grantor hereby bind(s) themselves, their heirs, legal representatives, successors and assigns to warrant and forever defend all and singular said easement unto the said Grantee, its successors, assigns and legal representatives against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this Easement Agreement is executed on this 21st day of January, 1993.

CAROLYN E. MITCHELL
AND M.B. MITCHELL, JR.

Carolyn E. Mitchell
M.B. Mitchell, Jr.
ATTEST: Diane F. [Signature]

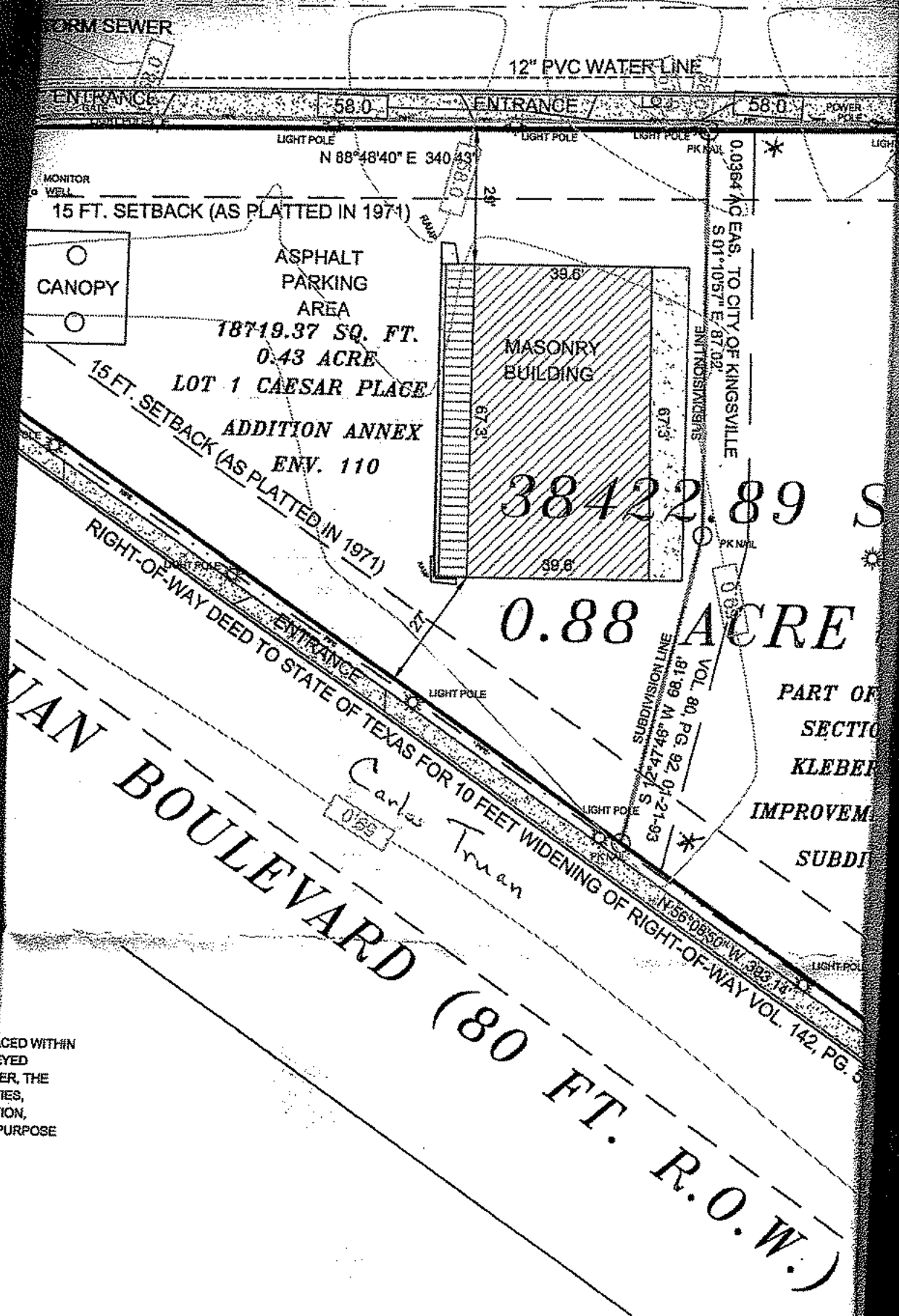
Accepted by the City of Kingsville, a home-rule, municipal corporation and body politic existing by and under the laws of the State of Texas, this 21st day of January, 1993, Pursuant to motion duly made, seconded and adopted by the City Commission of the City of Kingsville, Texas.

THE CITY OF KINGSVILLE:

Ron Sadler
RON SADLER, MAYOR

ATTEST:

CAESAR AVENUE (60 FT.



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AGENDA ITEM #3

**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Deborah Balli, Finance Director

DATE: November 16, 2016

SUBJECT: Agenda Request – Accept Donations from Texas Farm Bureau

Summary: The Kingsville Volunteer Fire Department is requesting approval of a \$100.00 donation from Texas Farm Bureau Mutual Insurance Company.

Background: In November 2016, the Kingsville Volunteer Fire Department received a \$100 donation from the Texas Farm Bureau. The Volunteer Fire Department is requesting this donation be applied to their Training & Travel budget.

Financial Impact: Approval of this donation and budget amendment will increase the 001-4-0000-72030 Donation revenue line item and the 001-5-2250-31600 Training & Travel line item.

Recommendation: Staff is recommending the FY 16-17 budget be amended to include the \$100 donation from the Texas Farm Bureau.



ORDINANCE NO. 2016-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2016-2017 BUDGET TO ACCEPT AND EXPEND A DONATION TO THE VOLUNTEER FIRE DEPARTMENT.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2016-2017 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001-General Fund					
Revenue					
4-0000	Non-Dept	Donations	72030		\$ 100
Expenses					\$ 100
5-2250	Volunteer Fire	Training & Travel	31600	\$ 100	
				\$ 100	

[To amend the City of Kingsville FY 16-17 Budget to accept and expend a donation from Texas Farm Bureau to the Kingsville Volunteer Fire Department as per the attached memo from the Finance Director.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 28th day of November, 2016.

PASSED AND APPROVED on this the ___ day of _____, 2016.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #4

**City of Kingsville
Planning Department**

TO: Mayor and City Commissioners
CC: Jesus A. Garza, City Manager
FROM: Cynthia Martin, Downtown Manager
DATE: Dec. 1, 2016
SUBJECT: Historical Development Board Appointment

Summary: The Historical Development Board members currently has two openings.

Background: Mrs. Dawn Bolinger, 715 E Warren, has lived in Kingsville for thirty two years and to quote her, is now "a part of Kingsville's history and would like to stretch that into the future with you (the Board)." Mrs. Bolinger spent several years working as editor/ad director of various newspapers and twenty years at Sun Oil/Koch Refining. Building on her training in art, she is an active member of the local arts group, Playhouse of Design.

Financial Impact: NA

Recommendation: The Historical Development Board recommended that Dawn Bolinger be appointed to the Historical Development Board for a three year term.



Dawn Riebel Bolinger
715 East Warren....Kingsville, Tx

October 2016

Born in Columbus , Ohio to Dr. and Mrs John Riebel
Moved to Kingsville in 1951
Graduated HM King High School 1955
Education :

Colorado University / Boulder
A&I University summer classes 2 years
Harvard Summer School(1st year co-ed)
Fountainbleau Ecole d beaux art, Fountainbleau, France
University of Texas Austin.. English/Psyc

[REDACTED]
Editor of Highland Park/University Park News(weekly)

Ad Director/Editor Lancaster News(weekly)

Kingsville Record/Bishop News..Asst Ad Director(3 yrs)

Car Sales for Buddy Child Ford(1 yr)

Sun Oil/Koch Refining. Maintainance and processing units -20 years.

Responsible for analysis of all rotating equipment.. upkeep and repair orders.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

REGULAR AGENDA

AGENDA ITEM #5

**City of Kingsville
City Manager's Office**

TO: Mayor and City Commissioners
FROM: Jesus A. Garza
DATE: December 6, 2016
SUBJECT: JK Northway Master Plan Contract

Summary:

This item approves a contract with Populous/Halff Associates for Master Planning Services for the JK Northway Exposition Center & Fairgrounds.

Background:

In October the City Commission selected Populous/Halff Associates as the firm to proceed with contract negotiations for the development of the Master Plan for JK Northway. Populous/Halff was selected via an RFQ Process that saw three proposals submitted. After an evaluation staff recommended the selection of Populous/Halff.

Master Planning Services for the JK Northway is Step 1 of our efforts to bring about capital improvements and additions to the JK Northway and Fairgrounds.

Financial Impact:

The total cost of the contract is \$45,100.

\$40,000 is coming from Tourism Fund and \$5,100 is coming from savings from CO 2016 Series.

Recommendation:

Staff recommends approval of the contract.



RESOLUTION #2016-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CITY OF KINGSVILLE AND POPULOUS, INC. FOR PROFESSIONAL PLANNING AND CONCEPT DESIGN SERVICES FOR THE JK NORTHWAY COLISEUM FACILITY; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville desires to have professional planning and concept design services (master plan) work done for the JK Northway Coliseum Facility located at Dick Kleberg Park to better serve the needs of the community; and

WHEREAS, the City Manager and staff have met with professional service firms and selected Populous, Inc. ("Populous") for this project; and

WHEREAS, the City Commission on October 24, 2016 awarded RFQ 16-15 to Populous, Inc./Halff Associates, Inc.(subcontractor) and authorized staff to negotiate a contract for a fair and reasonable price under the Professional Services Procurement Act;

WHEREAS, the City and Populous met to go over the needs and the structures at the JK Northway Coliseum Facility; and

WHEREAS, the City and Populous have worked to prepare an Agreement for Professional Services between the City of Kingsville and Populous, Inc. for professional planning and concept design services in conjunction with the JK Northway Coliseum Facility at Dick Kleberg Park.

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 an Agreement for Professional Services between the City of Kingsville and Populous, Inc. for professional planning and concept design services in conjunction with the JK Northway Coliseum Facility at Dick Kleberg Park 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
_____12th day of _____December_____, 2016.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

POPULOUS™

December 5, 2016

Mr. David Mason, CTPM, Purchasing Director
City of Kingsville
400 W King Ave 78363
PO Box 1458 78364
Kingsville, TX

RE: JK Northway Coliseum Facility Assessment and Improvements Master Plan

Dear David,

It was a pleasure to visit Kingsville last Friday and learn more about the JK Northway Coliseum. As we discussed, the coliseum is a very valuable asset to the community and an excellent base building from which to work to create a modern venue that will better serve the community users and attract events and users from outside the community. I was happy to tour a building which has remained virtually unchanged since its original construction, which will make the improvement effort very straight forward.

This letter shall act as our agreement between Populous, Inc. ("Architect") and the City of Kingsville ("Owner") for professional planning and concept design services in conjunction with the JK Northway Coliseum. The general terms and conditions of this agreement are defined in Attachment A, "General Conditions to Letter of Agreement", and made a part of this Agreement.

Project Scope

Prepare a master plan of capital improvements for the J.K. Northway Exposition Center and Fairgrounds. The master plan will include upgrades and improvements of facilities as well as identifying options for best use of property including cost estimation.

The Exposition Center is approximately 54,600 gross square-feet and has surface parking for 462 vehicles. Attached to the Exposition Center was an outdoor barn which housed 12 pens. Due to a severe storm which occurred in May 2016, the outdoor pens are no longer in serviceable conditions. The Exposition Center also has a lighted-outdoor rodeo arena that is approximately 41,840 square-feet along with a storage facility that is approximately 5,430 square-feet. 82 horse stalls were demolished on February of 2016. The fairgrounds have 34 connections that provide electricity and water services for recreational vehicles (RV's).

The master plan will explore avenues to upgrade existing fairground facilities and provide needed new facilities that would serve many more potential activities such as: Agricultural related activities, county fairs, rodeo, trade shows, concerts, sporting events/tournaments, carnivals, equestrian events, community gatherings, family events, auctions, demonstrations, etc.

Scope of Work

We conduct planning and design with a proven workshop-based approach. We propose to kick-off the project with an intensive project inventory, facility assessment and planning workshop, which will bring all team members, including the facility management team and key local stakeholders together for the review of the facility program and existing conditions. This initial group interaction will immediately bring various project concepts and concerns to light for discussion and consideration, saving time through the planning process and reducing the chance for any project oversight. It is likely that our experience in planning and designing this type of facility will bring to light many important planning and design considerations. This collaborative approach will facilitate a quick decision making process in the early planning phase and will continue throughout the life of the project.

1. **Facility Evaluation, Programming & Preliminary Planning Workshop:** We will conduct a 2-day on-site facility evaluation, programming and preliminary planning workshop with the City, facility management and key stakeholders to verify the programmatic needs for the proposed project, assess existing conditions and develop preliminary planning concepts for the project. Stakeholders and meetings shall be identified and organized by the City with coordination by the planning team. This workshop will include the attendance of two (2) people each from Populous and Halff Associates.
2. **Site Planning:** Utilizing site information provided by the Client, we will develop preliminary master plan scenarios for the JK Northway Coliseum and grounds, including conceptual floor plans for the major building components. The site plan will show amenities consistent with a project of this scope, including:
 - Natural features of the project site (topography, drainage, property lines, etc.)
 - Existing and proposed circulation, roads, drives, parking and RV parking
 - Existing and proposed structures
 - Outdoor amenities such as paddocks, arenas, horse paths, etc.
 - Conceptual floor plans of the major building components
 - Shared elements and/or relationship with the adjacent Dick Kleberg Park
 - Phasing concepts, if applicable
3. **Concept Planning Review Workshop:** We will conduct a planning review workshop with the City of Kingsville to review planning and design concepts for the proposed project. We will also prepare and discuss order of magnitude budget estimates for the concepts. Stakeholders may be engaged during this workshop at the discretion of the City. Upon completion of this workshop, the City will provide direction to the Consultant regarding the preferred planning concept to proceed and develop final planning documents. This workshop will include the attendance of one (1) person each from Populous and Halff Associates.
4. **Finalize Master Plan:** We will finalize the concept planning drawings for the proposed facility improvements based on the Owner-approved concept reviewed during the planning review workshop. These concept drawings will include a site plan, concept level floor plans and exterior elevations, sufficient to clearly define the project scope, function and conceptual architectural aesthetic of the project. We will also prepare up to three (3) computer-generated conceptual renderings of the proposed renovations.

5. Master Plan Deliverables:

- Project Program Document (Excel spreadsheet)
- Line drawing and color rendered site plan of the project site
- Conceptual floor plans of major building components
- Sketchup renderings of the proposed master plan
- Order of Magnitude Cost Estimate (indicating phases if applicable)
- Master plan document including existing site conditions, facility evaluation, master plan and concept design drawings, three (3) concept 3D renderings, one (1) site plan rendering, program and order of magnitude cost estimate. The document will be created in 11x17 format to accommodate site plan and other exhibits.
- PowerPoint presentation containing facility evaluation, planning and concept design deliverables.

6. Final Master Plan Presentation: One person from both Populous and Halff Associates will attend a final presentation workshop to be coordinated with a City Council meeting. We will prepare a PowerPoint presentation containing facility evaluation, planning and concept design deliverables for this meeting.

Populous Fees and Payment Schedule

Our lump sum fee for the scope of work as described above is Forty-Five Thousand One Hundred Dollars (\$45,100.00), including expenses. Invoices are due upon receipt and will be prepared monthly based upon the Architect's estimated percentage of project work complete.

The fee breaks down as follows:

Labor: \$40,000.00

Not to Exceed Expenses: \$5,100.00

Sub-Consultants

The services performed by Halff Associates, as outlined in the above scope of work, will be provided as a sub-consultant to Populous and are included in the lump sum fee above.

Reimbursable Expenses

Expenses for the workshops and meetings indicated in the scope of work are included in the lump sum fee. Reimbursable expenses will be billed for additional services, including travel, printing, binding and reproduction. Additional services must be approved in writing by the City of Kingsville.

Site Visits and On-Site Meetings

Site visits and on-site workshops as indicated in the scope of work are included. If additional site visits or on-site workshops are requested by the Owner, the time will be billed in addition to the lump sum fee listed above.

Owner's Responsibilities

The Owner is responsible for providing the following information at least one week prior to the workshop:

POPULOUS™

Mr. David Mason
City of Kingsville

December 5, 2016
Page 4 of 9

1. Site survey including topography, setbacks, easements, utilities and all existing buildings and surface features in CAD format if possible.
2. As-Built drawings of the existing JK Northway Coliseum and adjacent storage building.
3. Identification and coordination of stakeholders to be engaged during the planning process.

Schedule

We anticipate the above scope of work requiring approximately four (4) months to complete, depending on meeting/workshop scheduling and receipt of approvals by the City. Upon execution of the services agreement, we will develop a meeting/milestone schedule for approval by the City.

We look forward to working with you in the development of this important project and look forward to your favorable response. Please don't hesitate to contact me via email if you have any questions regarding this proposal.

Very truly yours,



Todd Gralla, Principal
Populous

ACCEPTED BY CLIENT:

Name

Title

Date

Attachments:

- A. General Terms for Letter Agreement

ATTACHMENT A**J.K. NORTHWAY COLISEUM MASTER PLAN
GENERAL CONDITIONS TO LETTER AGREEMENT**

1. **PAYMENTS** are payable to the Architect within thirty (30) days from the date of invoice. Invoices are sent out every month and the client will have ten (10) days from receipt of the invoice in which to review the invoice for accuracy. After ten (10) working days from receipt of the invoice, said invoice will be deemed accurate. An interest charge of 2% over the prevailing Bank of America prime interest rate or an interest rate in accordance with the statutes of the state where the project is located, whichever is greater, shall accrue on any unpaid balance not received thirty (30) days following receipt of an invoice.
2. **REIMBURSABLE EXPENSES.** Unless noted otherwise in Attachment B, reimbursable expenses will include the following, transportation, lodging, and meals in connection with travel; long distance telephone calls, courier services and facsimile communications, telex, postage and delivery charges;; reproduction costs; photographic production techniques; expense of renderings, models and mock-ups requested by the Owner; and automobile travel. All payments to be made by the Owner under this Agreement shall be increased by the addition of applicable Sales and Use Taxes, if any. All Reimbursable Expenses shall be invoiced at 1.00 times cost. Mileage charges for automobiles shall be at the prevailing rate established by the I.R.S. Renderings, graphics and models prepared by outside sources will be reimbursed at actual cost, plus a 1.00 times cost to cover coordination and administrative expenses.
3. **NO DEDUCTION** shall be made from the Architect's compensation on account of claims of negligent errors or omissions in performance of professional services by the Architect, except pursuant to a judicial award or an award rendered in a proceeding in accordance with the Construction Industry Rules of the American Arbitration Association then obtaining.
4. **LEGAL COSTS.** The Owner shall reimburse the Architect for all costs incurred in collection of unpaid accounts, including, without limitation, all reasonable attorney and legal expenses.
5. **OWNER'S RESPONSIBILITIES.** The Owner shall furnish such legal, accounting, and insurance counseling services as may be required for the Project and shall provide the Architect with all existing information relating to the Project which the Architect may request, including but not limited to, surveys, soils investigations, and program data. If the Owner becomes aware of any fault or defect in the Project or the Architect's services, he shall promptly notify the Architect. The Owner shall furnish required information or services as expeditiously as necessary for the orderly performance of the work.
6. **SPECIAL CONSULTANTS** or Subcontractors are those who provide services other than those provided by customary consultants as defined in AIA Documents B141, Standard Form of Agreement Between Owner and Architect. Invoicing and payment shall be the same as in Item 1 above.
7. **SEPARATE CONSULTANTS.** If a firm or firms are separately engaged by the Owner to work under the general direction of the Architect, the Architect shall have no responsibility or liability for the performance or technical sufficiency of the services of such separately engaged firms.
8. **CONSTRUCTION COST ESTIMATES.** As the Architect has no control over construction costs or contractor's prices, any construction cost estimates are made on the basis of the Architect's experience and judgment as a design professional; but it cannot and does not warrant or guarantee that contractor's proposals, bids or costs will not vary from its estimates. If a Contractor or Construction Manager is providing construction cost estimates or cost control services for the Owner, the Architect shall be entitled to rely on the information provided, and assume the accuracy of the information provided. The modification of the Contract Documents shall be the limit of the Architect's responsibility relating to construction cost issues.

9. PHOTOGRAPHY. Architect shall have the right to retain a photographer for the photography of the entire Project except those portions of the Project, which, in the reasonable judgment of the Owner, would seriously compromise Owner's business interests. The costs incurred for photography commissioned by Architect shall be paid by Architect except in the event Owner requests copies for its own use. Owner shall then share in a mutually agreed upon portion of the photography and processing costs. With the execution of the Agreement, Owner grants Architect the unlimited right to publish photographs of the Project as described above.

10. ADA. With respect to the Americans with Disabilities Act ("ADA"), Owner acknowledges that the ADA is not a detailed building code and that its requirements are general in nature and open to differing interpretations. Architect will use its reasonable professional efforts to interpret applicable ADA requirements and to advise Owner in this regard. However, Architect cannot warrant or represent that services provided under this Agreement will result in full project compliance with the ADA or all interpretations of ADA requirements by regulatory bodies or court decisions. In addition, if Owner requires that the construction of the project deviate from Architect's reasonable judgment and understanding of the provisions of the ADA, Owner shall defend, indemnify and hold Architect harmless from any claim based upon such deviation.

11. OWNERSHIP AND USE OF DOCUMENTS. Drawings, Schedules and Specifications as instruments of services shall, upon payment in full to Architect for its services, become the property of the Owner. The Architect shall be permitted to retain copies, including reproducible copies, of Drawings, Schedules and Specifications for information and reference in connection with the Architect's services on the Project. The Drawings, Schedules and Specifications shall not be used by the Owner on other projects, for additions to this Project, or (provided the Architect is not in default under this Agreement) for completion of this Project by others, or published in any manner whatsoever, except by prior agreement of the Architect in writing and with appropriate compensation to the Architect. In the event of unauthorized re-use of the Drawings, Schedules and Specifications by Owner, Owner waives any claim against Architect arising from the re-use of such documents and agrees, to the extent permitted by applicable law, to defend, indemnify, and hold the Architect harmless from any and all liability for injury or loss allegedly arising from such re-use.

Owner expressly acknowledges and agrees that the Drawings and Specifications to be provided by Architect under the agreement will contain innumerable design details, features and concepts, which collectively form part of the services for the project, but which separately are and shall remain the sole and exclusive property of Architect. These details are repetitive in nature, not Project specific, function rather than form-oriented, and were not developed for or identifiable with the Project. Nothing herein shall be construed as a limitation on Architect's absolute right to re-use such component design details, features and concepts on other projects, in other contexts or for other clients.

12. HAZARDOUS MATERIALS. No services will be provided with regard to the detection, removal, disposal or storage of asbestos, and other hazardous materials. The Owner shall be responsible for the detection, removal and disposal of all hazardous materials, toxic wastes, asbestos, and pollutants at the Project site in accordance with applicable law. The Owner shall defend, indemnify, and hold the Architect and the Architect's principals, employees, agents, and consultants harmless from and against any and all injuries, losses, liabilities, damages or claims of any nature whatsoever relating to asbestos in the Project including, without limitation, the costs, expenses and attorneys' fees which the Architect, the Architect's principals, employees, agents, or consultants may at any time sustain or incur by reason of any of the foregoing. Accordingly, the Owner hereby agrees to bring no claim for negligence, breach of contract, indemnity, or otherwise against the Architect, or the Architect's principals, employees, agents, or consultants relating to hazardous materials in the Project.

13. MOLD. Owner acknowledges that mold is a naturally occurring phenomenon that can be attributed to many causes, including but not limited to building design, construction, maintenance or operation. Owner also acknowledges that traditional insurance coverage may not be available to the

construction industry to defend and indemnify mold-related claims and costs. Therefore, in consideration of Architect's performance of this agreement, Owner waives any claims against Architect, whether in contract or tort, for special, indirect or consequential damages, or for defense or indemnity, that arise from mold-related damages, Architect's obligation for its negligence or breach of contract limited solely to re-design, as necessary, to remedy a design error which is determined to be the sole cause of mold contamination. Owner acknowledges that moisture and mold prevention requires appropriate design, construction techniques, and building operation and maintenance. Owner assumes responsibility for maintenance of the building and for monitoring for leaks, humidity and other moist conditions after occupancy.

14. INSURANCE. The Architect will effect and maintain insurance for protection from claims under Workmen's Compensation Acts; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of employees or of any other person; and from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom. Prior to commencing work under this Agreement, the Architect will furnish the Owner with Certificates of Insurance stating the coverages and limits of liability of the insurance that will be maintained for protection from claims arising out of the performance of professional services and caused by any negligent act, errors, or omissions for which the Architect may be legally liable. The certificates will stipulate that if the required insurance policies are to be canceled prior to completion or termination of this Agreement, the issuing company will provide at least thirty (30) days' prior written notice of such event or at least ten (10) days' notice in the event of nonpayment of premium. The Architect shall maintain the following maximum amounts of insurance during the term of this Agreement: Workmen's Compensation, Statutory; Employer's Liability, \$100,000; Commercial General Liability (CSL) \$1,000,000; Automobile Liability (CSL) \$1,000,000; Professional Liability, \$1,000,000; Umbrella Liability, \$2,000,000. The Owner shall be named as an Additional Insured on the above policies (except Professional Liability and Workmen's Compensation).

15. SUSPENSION OF WORK. If any invoice is outstanding for more than thirty (30) days from the date due, the Architect shall have the right, in addition to any and all other rights provided, to refuse to render further services to the Owner and such act or acts shall not be deemed a breach of this Agreement. Continued performance and/or completion of work by the Architect under this Agreement is contingent upon payment of fees by the Owner.

16. TERMINATION OF AGREEMENT. This Agreement may be terminated by the Architect upon seven days written notice should the Owner fail substantially to perform in accordance with its terms through no fault of the Architect. This Agreement may be terminated by the Owner upon seven days written notice to the Architect should the Architect fail substantially to perform in accordance with its terms through no fault of the Owner. In the event of termination, the Architect shall be compensated for all services performed to termination date, together with Reimbursable Expenses incurred and unpaid to termination date.

17. DISPUTE RESOLUTION/ARBITRATION. Any controversy, claim or dispute arising out of or relating to the interpretation, construction, or performance of this Agreement, or breach thereof, shall be referred to voluntary, nonbinding mediation to be conducted by a mutually acceptable mediator prior to resorting to litigation or arbitration. Venue for any litigation shall be in Kleberg County, Texas for state court claims and the federal district court in Corpus Christi, Texas for federal court claims.

Provided they do not exceed a cumulative total of \$75,000 during the term of this Agreement, all claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, which are not resolved as the result of the non-binding mediation process, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise.

Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

No arbitration, arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the Architect, the Engineer and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any disputes not described therein. This agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Agreement shall be specifically enforceable under the prevailing arbitration law.

The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance within applicable law in any court having jurisdiction.

18. STANDARD OF CARE. Notwithstanding any clause in this Agreement to the contrary, the standard of care for all professional services performed or furnished by the Architect will be the care and skill ordinarily exercised under similar conditions by professional consultants practicing in the same field at the same time in the same or similar locality. No other warranty, express or implied, is made or intended related to the services provided.

19. INDEMNITY. Architect agrees to indemnify and hold harmless Owner from and against any liabilities, damages, and costs (including reasonable attorneys' fees and cost of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused, during performance of professional services under this Agreement, by the negligent acts, errors, and omissions of the Architect or anyone for whom the Architect is legally responsible, subject to the limitations set forth in the Limitation of Liability article of this Agreement.

The Owner agrees, to the fullest extent permitted by law to indemnify and hold harmless the Architect from any liabilities, damages, and costs (including reasonable attorney's fees and cost of defense) to the extent caused by the negligent acts, errors or omissions of the Owner, Owner's contractors, Design Professionals or anyone for whom Owner is legally responsible.

20. LIMITATION OF LIABILITY. In recognition of the relative risks and benefits of the Project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect and Architect's officers, directors, owners, employees and subconsultants to the Owner and to all construction contractors and subcontractors on the Project for any and all injuries, claims, losses, expenses, damages of any nature whatsoever or claims expenses arising out of this Agreement from any cause or causes, so that the total aggregate liability of the Architect and Architect's officers, directors, owners, employees, and subconsultants to all those named shall not exceed the Architect's total fee for services rendered on this project.

21. WAIVER OF CONSEQUENTIAL DAMAGES. Neither party shall be liable to the other party for any indirect, consequential, special, incidental, reliance, or punitive damages (including but not limited to any lost profits, lost revenues, lost savings, or harm to business) arising out of or relating to either party's performance or nonperformance under this Agreement.

22. THIRD-PARTY BENEFICIARIES. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

23. MISCELLANEOUS. Neither party may assign its interest in this Agreement to any other person without the express written consent of the other party. This Agreement constitutes the complete and sole agreement between the parties with respect to the Project, and may be amended only by a written

document signed by both parties, and shall be governed by the laws of the State where the Architect is performing the work for this contract.

AGENDA ITEM #6

City of Kingsville
Department of Planning and Development services

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Tom Ginter, Director

DATE: December 2 2016

SUBJECT: Request for the City of Kingsville to abandon an easement between 3703 Andron Lane and 3701 Andron Lane.

Summary: Ramon Perez has submitted a request for the City of Kingsville to abandon an easement between the two addresses as listed above. Dr. Morales wants to put an addition on to his house.

Background: Dr. Morales wants to put an addition on to his house which is located at 3703 Andron. In their research of his property they realized that there is a utility easement in between the two lots. Before he can proceed with his addition the easement needs to be abandoned. Ramon Peres has made the necessary call to determine if any utilities are in the easement and there are none. The City also has no utilities in the easement and has no plans to put anything there. Enclosed in the packet is information pertaining to the property and a map of the lots and where the easement is located.

Financial Impact: Abandoning the easement will allow Dr. Morales to add to his house which will trigger a building permit and in the future I presume a higher appraisal value.

Recommendation: Approve the abandonment of the easement.



RAMON P. PEREZ JR.

November 30, 2016

GENERAL CONTRACTOR

317 E. SHELTON

KINGSVILLE, TEXAS 78363

(361) 779-4218

TO: MR. TOM GINTER

DIRECTOR OF PLANNING & DEVELOPMENT SERVICES

CITY OF KINGSVILLE, TEXAS 78363

REF: UTILITY EASEMENT BETWEEN LOT # 2 & LOT #4 AT HOBBS VALLEY SUBDIVISION IN THE CITY OF KINGSVILLE, TEXAS 78363

WE ARE REQUESTING THE ABANDONMENT OF THE UTILITY EASEMENT BETWEEN LOTS 2 AND LOT # 4 BETTER KNOWN AS 3703 AND 3701 ANDRON LN. KINGSVILLE, TEXAS.

CURRENTLY THIS TWO LOTS ARE OWN BY DR. ROBERT MORALES MD.

THE LONESTAR TICKET: 562679961 TEXAS 811 CAME BACK AS ALL CLEAR OF ANY UTILITIES UNDERGROUND AT THIS LOCATION.

DR. MORALES IS TRYING TO INCORPORATE THIS TWO LOTS INTO ONE LOT BY REPAVING IN ORDER TO ADD ON TO HIS HOUSE.

AT PRESENT TIME THE SMALLER LOT ON THE NORTH SIDE OF HIS HOUSE IS NOT BUILDABLE DUE TO THE FACT THE LOT IS TOO SMALL FOR NEW HOME CONSTRUCTION BUT BY INCORPORATING THIS TWO LOTS HE WILL BE ABLE TO EXPAND HIS RESIDENCE.

GENERAL CONTRACTOR FOR DR. ROBERT MORALES.

A handwritten signature in black ink, appearing to read 'Ramon P. Perez Jr.', with a stylized, cursive script.

RAMON P. PEREZ JR.



RAMON P. PEREZ JR. <rppjr13@gmail.com>

Locate Message

1 message

texas811locates@texas811.org <texas811locates@texas811.org>
 To: "rppjr13@gmail.com" <rppjr13@gmail.com>

Thu, Nov 17, 2016 at 12:23 PM

To update or view a map of the dig location click [here](#) to go to the Texas811 Portal Site.

Want to process your own tickets and receive your ticket number immediately? Contact our Remote Apps department for a quick training. Click [here](#) to view a short video explaining the process.

Texas811 Locate Request

Ticket Number:	1682256098	Old Ticket:	
Source:	LSN	Hours Notice:	47
Type:	Normal	Taken Date:	11/17/2016 12:23:30 PM
Seq Num:	1		

Company Information

Excavator:	SGA HOMES LLC	Type:	Contractor
Address:	317 E FELTON	Contact:	RAMON PEREZ
City, St, Zip:	KINGSVILLE, TX 78363	Contact Phone:	(361) 779-4218
Phone:	(361) 779-4218	Caller:	RAMON PEREZ
Fax:		Caller Phone:	(361) 779-4218
Callback:	0800 - 1700		
Caller Email:	rppjr13@gmail.com		
Contact Email:			

Work Information

State:	TX	Work Date:	11/21/2016 11:30:00 AM
County:	KLEBERG	Done For:	DR. ROBERT MORALES
Place:	KINGSVILLE	Duration:	1 WEEK
Address:	0 ANDRON LN	Deeper Than 16in:	Yes
Intersection:	PIPPIN LN	Explosives:	No
Nature of Work:	INSTALLATION OF CONCRETE SLAB	White Lined:	Yes
Map Book:			

Driving Directions

Remarks

Lonestar Ticket: 562679961 Original File: XOC SX1_562679961r1_v7wSXS Work Date: 11/21/2016 11:30:00 AM MARK A 15FT RADIUS OF WHITE PAINTED AREA LOCATED IN BETWEEN THE PROPERTIES 3703,3701 ANDRON LN. CORRECTION: EMAIL Alt Contact: RAMON/CELL/SAME (361)779-4218

Members

Code	Name
AC5	Aep Texas
CWC	Aep Telecom
EFAL	Enterprise Products Falfurrias
TXS1	At&t

Please be advised that water, slurry, and sewage underground facilities in the area of the proposed excavation may not receive information concerning the proposed excavation. If you are aware of any facilities not listed please contact them directly.

Work Location Bounding Box

Latitude:	27.481377	Longitude:	-97.860278
Second Latitude:	27.483165	Second Longitude:	-97.858664

Texas Pipeline Damage Prevention Laws Require: Refresh Locate Ticket before 14 days.; Call 811 ASAP to report Pipeline Excavation Damage. Submit electronic Pipeline Damage Report to TX RRC within 10 days.

In the future you can submit your tickets quick and easy online at the [Texas811 Portal Site](#).

ORDINANCE NO. 2016-_____

AN ORDINANCE ABANDONING AN EASEMENT FOR UTILITY PURPOSES IN Hobb Valley 1, Block 1, Lots 2 & 4 (Between 3703 and 3701 Andron Lane); REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, an unused utility easement lies on Lot #2 and #4, Block 1, Hobb Valley 1 Subdivision between 3703 and 3701 Andron Lane in the City of Kingsville as more fully stated on the map attached hereto;

WHEREAS, the easement runs between these two tracts of land and the same person owns both properties and wishes to have the utility easement abandoned for future expansion of his house from one lot (Lot 4) onto the second lot (Lot 2), which is otherwise unable to be developed due to its shape and size;

WHEREAS, AEP, AT&T, CMA, Center Point and the City water and sewer departments have verified there are no existing utilities run through the easement nor are any reasonably foreseeable for which they would need continued access;

WHEREAS, staff recommends the utility easement be vacated and the land returned to the adjoining property owner (same person for both lots) free of the easement;

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

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

I.

THAT the City of Kingsville abandons and relinquishes any and all interest in the following described property as an easement to the adjoining property owner (same owner for both lots). All documentation of the vacating of the utility easement will be appropriately recorded by the property owner at the Kleberg County Clerk's Office pursuant to state law with the property owner being responsible for any and all filing fees.

Said easement to be abandoned being a utility easement across a tract of land situated in Kleberg County, Texas, located in Hobb Valley 1 Subdivision, Block 1, Lots 2 & 4, as more particularly described on the attached Exhibit A.

II.

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

III.

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

IV.

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

INTRODUCED on this the 12th day of December, 2016.

PASSED AND APPROVED on this the _____ day of _____, 2016.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

KLEBERG COUNTY APPRAISAL DISTRICT
 PROPERTY 24232 R
 Legal Description
 HOBBS VALLEY 1, BLOCK 1, LOT 2

OWNER ID
 54752

PROPERTY APPRAISAL INFORMATION 2016
 MORALES ROBERT
 ETUX TERESITA
 3703 ANDRON LN
 KINGSVILLE, TX 78363

OWNERSHIP
 100.00%

Entities
 CAD 100%
 CKI 100%
 GKL 100%
 SKI 100%
 WST 100%

Values
 IMPROVEMENTS 0
 LAND MARKET + 15,000
 MARKET VALUE = 15,000
 PRODUCTIVITY LOSS - 0
 APPRAISED VALUE = 15,000
 HS CAP LOSS - 0
 ASSESSED VALUE = 15,000

135700102000192
 Ref ID: R24232
 Map ID A4

SITUS 3701 ANDRON LN
 APPR VAL METHOD: Cost

UTILITIES
 TOPOGRAPHY
 ROAD ACCESS PAV
 ZONING
 NEXT REASON

GENERAL
 LAST APPR. LR
 LAST APPR. YR 2014
 LAST INSP. DATE 03/22/2014
 NEXT INSP. DATE

REMARKS
 FOR 2014 NO VAL CHG TO ACCT PER APPR LR
 3/22/14 MMG -- FOR '12 UNFLAT VALUE - ADD
 LOT TABLE & CHG UNIT PRICE - ADD ADJ
 FACTOR FOR ADDN ADJOINING ACS BY SAME

ISSUE DT PERMIT TYPE PERMIT AREA ST PERMIT VAL
 BUILDING PERMITS

SALE DT PRICE GRANTOR DEED INFO
 06/01/2009 ***** GARZA ALICEL GWD / 413 / 014
 04/26/1999 ***** CABAZA RAFAEL RA WD / 177 / 270
 05/18/1998 ***** LINDER JOHN S WD / 160 / 223

SUBD: S367 100.00% NBHD:
 # TYPE DESCRIPTION MTHD CLASS/SUBCL AREA UNIT PRICE/UNITS BUILT EFF YR COND. VALUE DEPR PHYS ECON FUNC COMP ADJ ADJ VALUE

IMPROVEMENT INFORMATION



SUBD: S367 100.00% NBHD:
 L# DESCRIPTION CLS TABLE SC HS
 1, C1 LT16230 C1 N METH LOT
 Comment: F: 219.46 R: 179.96 DR: 119.44 DL: 119.44 LT

LAND INFORMATION
 DIMENSIONS UNIT PRICE GROSS VALUE ADJ MASS ADJ VAL SRC
 0.5476 AC 16,230.00 16,230 0.92 1.00 A

IRR Weirs: 0 Capacity: 0
 IRR Acres: 0
 MKT VAL AG APPLY AG CLASS AG TABLE AG UNIT PRG AG VALUE
 15,000 NO 0.00 0

15,000

0

Values	
IMPROVEMENTS	162,430
LAND MARKET	+ 10,450
MARKET VALUE	= 172,880

HS CAP LOSS	-	0
ASSESSED VALUE	=	172.880

EXEMPTIONS

HS HOMESTEAD

PICTURE

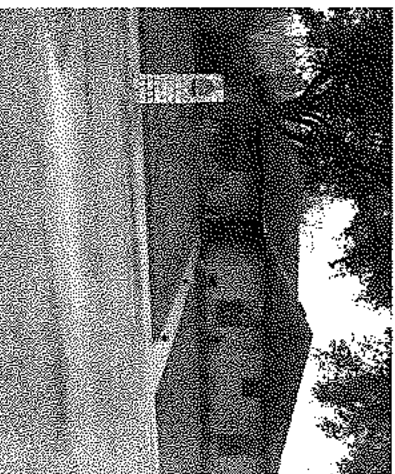
FOR 2014 ADD IMP NBHD % OF 110 PER LR
5/6/14 JO -- FOR 2014 NO VAL CHG TO ACCT
PER APPR LR 3/22/14 MMG -- FOR '12 UNFLAT
VALUE - ADD LOT TABLE & CHG UNIT PRICE

02/26/2008	*****	LASALLE BANK N	SPWD/VL / 384 / 937
10/11/2007	*****	ESTRADA OSCAR J	SBTR / 375 / 869
03/31/2006	*****	ALVAREZ OSCAR C	WDVL / 332 / 527

IMPROVEMENT INFORMATION

#	TYPE	DESCRIPTION	MTHD	CLASS/SUBCL	AREA	UNIT	PRICE/UNITS	BUILT	EFF YR	COND	VALUE	DEPR	PHYS	ECON	EUNG	COMP	ADJ	ADJ VALUE
MA	MAIN AREA		R	NMB/	2,334.0		60.40	1985			149,380	90%	100%	100%	100%	100%	0.90	134,440
AGF	ATTACHED GAR		R	7/	594.0		24.16	1985			12,180	90%	100%	100%	100%	100%	0.90	10,560
OP1	OPEN PORCH B		R		56.0		12.08	1985			680	90%	100%	100%	100%	100%	0.90	610
PC	COVERED PATI		Sp	Sp/	216.0		8.50	1985			1,840	90%	100%	100%	100%	100%	0.90	1,650
1.	RESIDENTIAL		STCD: A1		3,110.0		HomeSite: Y (100%)				164,080							147,590

Heating/Cooling	1	CM6	5,882
Fireplace	1	F6B	2,520
Foundation	1	FD1	0
Exterior Wall	1	EW5	0
Interior Finish	1	IN4	0



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: December 1, 2016

SUBJECT: Update Exhibit to Contract (Resolution #2014 -08)- Interlocal Agreement between the City of Kingsville and the Kingsville Independent School District related to waiver of certain planning fees in exchange for certain land.

Summary:

This item authorizes the approval of an update to the Interlocal Agreement between the City of Kingsville and the Kingsville Independent School District related to waiver of certain planning fees in exchange for certain land.

Background:

In January 2014, the City of Kingsville entered into an Interlocal Agreement with The Kingsville Independent School District relating to waiving certain fees in exchange for certain land. The contract included waiving fees for plan review of the new high school, a new auditorium and gymnasium, a 5,500 SF warehouse; demolish a 24'by 40' building near Lamar School; demolish a 74' by 28' building by MoPac field; sweep 7 KISD school parking lots (2 times a year for 5 years); and pave the KISD administrative building back parking lot (labor and equipment only). The total cost of city services to be provided in exchange for the land was \$171,610.73.

Since the time that the Agreement was approved by the parties, KISD has decided not to construct an Auditorium, leaving an "in kind" service balance of \$17,979.47. This change has left an estimated total "in kind" service balance of \$17,979.47. The parties have met and come up with an amendment to the services to be provided in order to cover the recently discovered "in kind" shortfall. The City will provide additional labor and equipment on work to be done for the KISD Administrative Building Parking lot by removing the old concrete and doing drainage work to better drain the parking lot; the City will not pay for materials related to this project.



City of Kingsville Engineering/Public Works

Financial Impact:

There is no financial impact to the City of Kingsville as the amendment is for equipment and labor "in kind" services.

Recommendation:

Staff recommends that the pages 9, 11, and 14 shown in Exhibit C of the Agreement be amended to show a change to the scope of services for the reduction of the auditorium permit fees since it was not constructed and to show an increase in the services for the Administration Building parking lot by the same amount, thereby keeping the total for the exchange at \$171,610.73 as originally intended by the parties.



RESOLUTION #2016-_____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDED INTERLOCAL AGREEMENT BETWEEN THE CITY OF KINGSVILLE AND THE KINGSVILLE INDEPENDENT SCHOOL DISTRICT RELATING TO WAIVER OF CERTAIN PLANNING FEES IN EXCHANGE FOR CERTAIN LAND TO MAKE CHANGES TO EXHIBIT C DUE TO PROJECT REVISIONS; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission approved an Interlocal Agreement with KISD to Waive Certain Planning Fees in Exchange for Certain Land via Resolution #2014-08 on January 27, 2014; and

WHEREAS, the City Commission of the City of Kingsville ("City") obtained the old H.M. King High School via a long term lease and renovated it into the new City Hall, but the Kingsville Independent School District ("KISD") had other land in the immediate vicinity of the old high school that the City wanted to acquire and develop in the future; and

WHEREAS, the parties believed that the land (cottage, gymnasium, and land north of the gymnasium) near the old high school on 3rd Street should be exchanged with the City for waiver of certain planning and disposal fees for improvements on KISD properties as referenced above;

WHEREAS, the exchange of land for waiver of permitting and plan review fees and providing certain services for the benefit of the entities and the public;

WHEREAS, the KISD School Board approved the original agreement at a duly posted public meeting held on January 13, 2014;

WHEREAS, KISD no longer desires to build a new auditorium, the \$17,979.47 originally estimated for permit fees for the auditorium that was to be waived needs to be reallocated to the Administration Building parking lot, requiring a modification to the original Interlocal of Exhibit C pages 9, 11, & 14;

WHEREAS, the parties do not desire to change any other parts of the original agreement other than the necessary pages of Exhibit C;

WHEREAS, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to this agreement to render assistance to one another whenever practical in accordance with the terms of the agreement attached hereto.

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

I.

THAT the Mayor is authorized and directed as an act of the City of Kingsville, Texas to enter into an Amended Interlocal Agreement between the City of Kingsville and the Kingsville Independent School District relating to Waiver of Certain Planning Fees in Exchange for Certain Land to Make Changes to Exhibit C Due to Project Revisions 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
12th day of December, 2016.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

**AMENDED
INTERLOCAL AGREEMENT
BETWEEN THE CITY OF KINGSVILLE
AND KINGSVILLE INDEPENDENT SCHOOL DISTRICT
RELATING TO
WAIVER OF CERTAIN PLANNING FEES IN EXCHANGE
FOR CERTAIN LAND
TO MAKE CHANGES TO EXHIBIT C**

WITNESSETH:

WHEREAS, the City of Kingsville ("City") and the Kingsville Independent School District ("KISD") try to work together for the benefit of our citizenry when able to do so; and

WHEREAS, the parties both approved an Interlocal Agreement in January 2014 for the waiver of certain fees and the provision of certain services in exchange for certain land as the parties believed that the land (cottage, gymnasium, and land north of the gymnasium) near the old high school on 3rd Street should be exchanged with the City for waiver of certain planning and disposal fees for improvements on KISD properties;

WHEREAS, the exchange of land for waiver of permitting and plan review fees and providing certain services was for the benefit of the entities and the public;

WHEREAS, KISD no longer desires to build a new auditorium so the \$17,979.47 originally estimated for permit fees for the auditorium that was to be waived needs to be reallocated to the Administration Building parking lot requiring a modification to Exhibit C pages 9, 11, & 14 of the original Interlocal Agreement;

WHEREAS, the parties do not desire to change any parts of the original agreement other than the necessary pages of Exhibit C;

WHEREAS, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to this agreement to render assistance to one another whenever practical in accordance with these terms; and

NOW, THEREFORE, the City of Kingsville and KISD, in consideration of these mutual covenants and agreements, agree as follows:

1. PARTIES. The parties to this Interlocal Agreement ("Agreement") are the City of Kingsville ("City"), a Texas home rule municipality, and the Kingsville Independent School District ("KISD"), a body and corporate politic under the laws of the State of Texas.

2. PURPOSE.

A. The purpose is the same as the original agreement, which is not modified other than to replace the Exhibit C to reflect the revised agreement of the parties to

remove \$17,979.47 from the auditorium fees as that project is no longer being done and add that money to the administration building parking lot, so that the total amount of the agreement does not change. As reflected in the attached Exhibit C.

3. TERM.

A. The term is unchanged from the original Interlocal Agreement.

4. MISCELLANEOUS PROVISIONS.

A. Notice. Notice required by this Interlocal Agreement may be given or served by depositing the notice in the United States Mail, in certified or registered form, postage prepaid, addressed to the other party, or by delivering the notice in person to the other party. Notice deposited in the United States Mail in the manner prescribed in this subsection is effective upon deposit. The addresses of the parties are:

City of Kingsville, Texas
Attention: City Manager
P.O. Box 1458
Kingsville, Texas 78364
Telephone: (361) 595-8002
Facsimile: (361) 595-8035

Kingsville Independent School District
Attn: Superintendent
P.O. Box 871
Kingsville, Texas 78364
Telephone: (361) 592-3387
Facsimile: (361) 221-9023

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

C. Amendment of Interlocal Agreement. This Agreement may be amended at any time. Any amendment to this Agreement must be in writing and agreed to by the governing bodies of the parties. No officer or employee of any of the parties has authority to waive or otherwise modify the limitations in this Agreement, without the express action of the governing body of the party.

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

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

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

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

H. Captions. Captions to provisions of this Interlocal Agreement are for convenience and shall not be considered in the interpretation of the provisions.

I. Fiscal Obligations. Each party which performs services or furnishes aid under this Agreement must do so with funds available from current revenues of the party.

J. Interlocal Cooperation Act Applies. The parties enter into this Interlocal Agreement under the Texas Government Code Chapter 791 (Interlocal Cooperation Act). The parties agree that activities under this Agreement are "governmental functions and services" and that the parties are a "local government" and a "state agency" as those terms are defined in this Agreement and in the Interlocal Cooperation Act.

K. Approval by Governing Bodies. Each party represents that this Agreement has been duly passed and approved by the governing body of the party as required by the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code or that proper power and authority has been delegated by the governing body.

L. Entirety of Agreement. No other oral or written commitments of the parties with respect to the terms of this Agreement may have any force or effect if not contained in this Interlocal Agreement or any amendments thereto.

M. Severability. If any provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

N. Validity and Enforceability. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement continues in full force and effect.

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

P. Governing Laws. This Agreement shall be governed by the laws of the State of Texas.

Q. Venue. Venue for an action arising under this Agreement is in Kleberg County, Texas.

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

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

EXECUTED by Kingsville Independent School District on the _____ day of _____, 2016.

Brian Coufal
President of the Board of Trustees

Carolina Perez
Superintendent of Schools

EXECUTED by the City of Kingsville on the _____ day of _____, 2016.

Sam R. Fugate
Mayor

ATTEST:

Mary Valenzuela
City Secretary

APPROVED AS TO FORM:

Courtney Alvarez
City Attorney

INTERLOCAL AGREEMENT BREAKDOWN

CITY SERVICES IN EXCHANGE FOR CERTAIN KISD LAND

Description of City Services	Estimated Cost	<u>Change</u>	<u>New Cost</u>
Waive Permitting and Plan Review Fees for new High School on S. Brahma Blvd.	\$ 85,497.00	ACTUAL COST	
Waive Permitting and Plan Review Fees for new Auditorium & Gymnasium for new High School on S. Brahma Blvd.	\$ 38,527.43	-17,979.47	20,547.96
Waive Permitting and Plan Review Fees for planned 5,500 SF warehouse addition by KISD administration building on North 3rd St.	\$ 4,550.00		
Demolish & Remove a 24'x40' Portable Building (960 SF) by Lamar School. (cost does not include unknown hazardous material abatement costs)	\$ 2,110.00		
Demolish & Remove a 74'x28' Building (2,072 SF) by MoPac Field (cost does not include unknown hazardous material abatement costs)	\$ 4,510.00		
Sweep 7 KISD school parking lots (2 times/year for 5 years) (Harrel, Harvey, Kleberg, Perez, Gillette, Memorial, H.M. King)	\$ 10,283.33		
Pave KISD administration building back parking lot (approx. 34,500 SF) (Labor & equipment only. Material and delivery costs paid by KISD.)	\$ 26,132.96	17,979.47	44,112.43
	<hr/>		
	\$ 171,610.73		

Description of KISD Land

Full & clear title to land commonly known as "The cottage", "The Gymnasium", and "land north of the gymnasium - between the gym and school administration building" on North 3rd St.



Sweep KISD school parking lots (2 times/year for 5 years) (Harrel, Harvey, Kleberg, Perez, Gillette, Memorial, H.M. King)

Areas calculated using Google Earth

Harrel Parking Lot Area (SF)	42,000
Harvey Parking Lot Area (SF)	31,000
Kleberg Parking Lot Area (SF)	35,000
Gillette Parking Lot Area (SF)	56,000
Memorial Parking Lot Area (SF)	75,000
H.M. King Parking Lot Area (SF)	332,000
Perez Parking lot Area (SF)	46,000
Total Square Footage (SF)	617,000
Converted to Square Yards (SY)	68,556

City Cost per SY \$ 0.0150

Cost to sweep all schools once \$ 1,028.33

No. of times to sweep per year 2

Cost to sweep all schools twice per year \$ 2,056.67

No. of years to sweep schools 5

Total cost of City Services \$ 10,283.33

To adequately sweep these properties, City forces will need to sweep either after hours or on weekend (overtime work)

Waive Permitting and Plan Review Fees for new High School on S. Brahma Blvd.

Level 1 - 90,700 SF Level 2 - 75,734 SF

Actual audited permit & plan fees waived

Building permit (Structure)	\$ 39,944.16
Building permit (Footing & Foundation)	\$ 2,280.00
Electrical permit	\$ 9,986.04
Plumbing permit	\$ 6,657.36
Mechanical permit	\$ 6,657.36
Plan Review	\$ 19,972.08

ACTUAL Planning & Permitting Fees for HIGH SCHOOL BLDG. \$ 85,497.00

*Waive Permitting and Plan Review Fees for new High School AUDITORIUM on S. Brahma Blvd.
(ESTIMATED - 35,000 SF)*

Estimated Permitting Fees

Building permit (Structure)	\$ 8,400.00
Building permit (Footing & Foundation)	\$ 479.47
Electrical permit	\$ 2,100.00
Plumbing permit	\$ 1,400.00
Mechanical permit	\$ 1,400.00
Plan Review	\$ 4,200.00
	\$ 17,979.47

*Waive Permitting and Plan Review Fees for new High School GYMNASIUM on S. Brahma Blvd.
(ESTIMATED - 40,000 SF)*

Estimated Permitting Fees

Building permit (Structure)	\$ 9,600.00
Building permit (Footing & Foundation)	\$ 547.96
Electrical permit	\$ 2,400.00
Plumbing permit	\$ 1,600.00
Mechanical permit	\$ 1,600.00
Plan Review	\$ 4,800.00
	\$ 20,547.96

Estimated Planning & Permitting Fees for AUDITORIUM & GYMNASIUM \$ 38,527.43

Waive Permitting and Plan Review Fees for planned 5,500 SF warehouse addition by KISD administration building on North 3rd St.

<i>Estimated Fees</i>	
Building permit (Structure)	\$ 1,500.00
Building permit (Footing & Foundation)	\$ 200.00
Electrical permit	\$ 900.00
Plumbing permit	\$ 600.00
Mechanical permit	\$ 600.00
Plan Review	\$ 750.00
	<u>\$ 4,550.00</u>

Demolish & Remove a 24'x40' Portable Building (960 SF) by Lamar School.
(cost does not include unknown hazardous material abatement costs)

Labor & Equipment to Demo	\$ 1,600.00
Rollout Containers Rental	\$ 350.00
Landfill Fees	\$ 85.00
Demo Permit Fee	\$ 75.00
	<u>\$ 2,110.00</u>

Demolish & Remove a 74'x28' Building (2,072 SF) by MoPac Field (cost does not include unknown hazardous material abatement costs)

Labor & Equipment to Demo	\$ 3,500.00
Rollout Containers Rental	\$ 750.00
Landfill Fees	\$ 185.00
Demo Permit Fee	\$ 75.00
	<u>\$ 4,510.00</u>

Pave KISD administration building back parking lot (approx. 34,500 SF) (Labor & equipment only. Material and delivery costs paid by KISD.) **Additional Work**

Daily Rate

Labor	Qty	Units	Labor Rate	Total
Supervisor	8	HR	\$ 27.34	\$ 218.72
Equipment Op III	12	HR	\$ 18.98	\$ 227.76
Equipment Op II	48	HR	\$ 16.41	\$ 787.68
Mant. Worker	48	HR	\$ 13.59	\$ 652.32
				<u>\$ 1,886.48</u>

Equipment	Qty	Units	Unit Cost	Total
Laydown Machine (Leeboy)	8	HR	\$ 115.00	\$ 920.00
Wheel Loader	8	HR	\$ 40.00	\$ 320.00
Steel Wheel Roller	8	HR	\$ 25.00	\$ 200.00
Rotary Broom	4	HR	\$ 20.00	\$ 80.00
Asphalt Distributor	34500	SF	\$ 0.28	\$ 9,660.00
				<u>\$ 11,180.00</u>

Subtotal	\$ 13,066.48
No. of Days to Complete Lot	2
Orig. Total	\$ 26,132.96
New Total	\$44,112.43

Calculations

34,500.00 SF	Area of Back Parking Lot
3,833.33 SY	Converted to Sq. Yards
220.00 #/SY	2" of HMAC (Placement Rate)
843,333.33 #	Total lbs. of HMAC
421.67 Tons	Estimated Tonnage of HMAC
210.83 Tons/Day	City Placement Rate for Parking Lot

Definition. HMAC = Hotmix Asphalt Concrete


220 #/SY is a typical application rate for 2" of hotmix.

AGENDA ITEM #8

City of Kingsville
Human Resource Department

TO: Mayor and City Commissioners

CC: Jesús A. Garza, City Manager

FROM: Diana Gonzales, Human Resource Director 

DATE: December 7, 2016

SUBJECT: Collective Bargaining Agreement Between City of Kingsville and Kingsville Professional Firefighters Association, IAFF Local #2390 - October 1, 2016 – September 30, 2020

Summary: The current three (3) year collective bargaining agreement between the City of Kingsville (City) and the Kingsville Professional Firefighters Association, IAFF Local #2390 (Kingsville Firefighters Association) was set for expiration on September 30, 2016. The City and Firefighters Association met to negotiate certain items as mandated by Texas Local Government Code for entities which have voted in collective bargaining.

Meetings were held as follows:

June 22, 2016
August 3, 2016
August 16, 2016
September 9, 2016
September 15, 2016
September 20, 2016
September 29, 2016
November 1, 2016
November 2, 2016
November 29, 2016
December 7, 2016

Meetings were conducted and tentative agreements between the City and Kingsville Firefighters Association 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>
23 including Appendix B	No Change
3	Typo Corrections & Miscellaneous
14 including Appendix A	Revision



City of Kingsville
Human Resource Department

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

TLGC 174.105 (b) states the following:

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

Financial Impact: The agreement presented for consideration is a four (4) year agreement. Additional annual cost for Year 1 is \$ 53,107 and is included in FY 2016-2017 budget. The total additional estimated cost for the four-year agreement is \$ 169,138.

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



RESOLUTION # 2016-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF KINGSVILLE, TEXAS AND THE KINGSVILLE PROFESSIONAL FIREFIGHTER'S ASSOCIATION, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF) LOCAL #2390 FOR FISCAL YEARS 2016-2020; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City and Association representatives have been meeting for several months to negotiate a new collective bargaining agreement for the period covering October 1, 2016 to September 30, 2020; and,

WHEREAS, on December _____, 2016 the Association held a meeting of its members and voted to ratify the proposed agreement; and,

WHEREAS, the City Commission needs to vote to ratify the proposed agreement as well in order for it to become effective from this point forward; and,

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

I.

THAT the City Manager is authorized and directed on behalf of the City of Kingsville, Texas to enter into a collective bargaining agreement with the Kingsville Professional Firefighter's Association, International Association of Firefighters (IAFF) Local #2390 for the period covering October 1, 2016 to September 30, 2020 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 _____ 12th day of _____ December _____, 2016.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS FORM:

Courtney Alvarez, City Attorney

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REVIEW DRAFT 12/07/2016

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF KINGSVILLE, TEXAS

AND

KINGSVILLE PROFESSIONAL FIREFIGHTER'S
ASSOCIATION, IAFF LOCAL #2390

~~October 1, 2013—September 30, 2016~~

October 1, 2016 – September 30, 2020

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ARTICLE 1 INTENT AND PURPOSE – (NO CHANGE)

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

ARTICLE 2 DEFINITIONS – (CHANGE)

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

ARTICLE 3 DURATION OF THE AGREEMENT – (CHANGE)

SECTION 1 EFFECTIVE DATES

This Agreement shall be effective as of the first full payroll of Fiscal Year 2016-2017 in October 2016 ~~first (1st) day of October, 2013–2016~~ and shall remain in full force and effect until the last full payroll of fiscal year 2020 ~~thirtieth (30th) day of September, 2016.~~

SECTION 2 CONTINUATION OF AGREEMENT

Should an impasse be reached during negotiations between ~~the~~ City and the Association regarding changes or additional provisions for a successor Agreement, the City agrees that all terms of this Agreement, including wages which shall remain at the September 30th, ~~2016–2020~~ rates, shall remain in full force and effect for a period of one (1) year.

ARTICLE 4 AUTHORITY AND NEGOTIATIONS – (TYPO CORRECTION)

SECTION 1 NOTIFICATION BY ASSOCIATION

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

SECTION 2 MEETING OBLIGATION

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

SECTION 3 NOTICES

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

SECTION 4 COMMUNICATION

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

ARTICLE 5 RECOGNITION – (NO CHANGE)

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

ARTICLE 6 NON DISCRIMINATION – (No Change)

SECTION 1 APPLICATION

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

SECTION 2 ASSOCIATION MEMBERS

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

ARTICLE 7 CIVIL SERVICE RULES – (No Change)

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

ARTICLE 8 NO STRIKE – NO LOCKOUT – (No Change)

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

ARTICLE 9 MANAGEMENT RIGHTS – (REMOVAL OF UNNECESSARY SENTENCE)

SECTION 1 MANAGEMENT RIGHTS

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

- The right to establish the ranks and classifications of positions.
- The right to establish department rules of procedure.
- The right to discipline or discharge for cause, subject to State Civil Service Law.
- The right to determine work schedules and assignments.
- The right to establish methods and processes by which work is to be performed.
- The right to use Fire Department personnel in emergency situations to protect life and property.

- The right to use non-uniformed personnel in the Department to perform duties which do not require a certified firefighter including, but not limited to, communications, information systems, records, and clerical support and maintenance; non-uniform personnel performing such duties shall not be subject to the terms of this Agreement.

SECTION 2 RULES AND REGULATIONS

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

SECTION 3 NON-INTERFERENCE IN PERSONAL LIVES

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

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

ARTICLE 10 ASSOCIATION RIGHTS & ACTIVITIES – (CHANGE)

SECTION 1 NEGOTIATING TEAM

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

SECTION 2 ASSOCIATION ACTIVITY

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

SECTION 3 OTHER ASSOCIATION FUNCTIONS

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

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

SECTION 4 ASSOCIATION PRESIDENT

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

The Fire Chief reserves the right to revoke this special duty during emergencies or when the welfare of the citizens of Kingsville is placed in jeopardy. The Association President, as part of their duties, reserves the right to speak, visit with the men and women who are members of the Association, as well as to tour existing Fire Department facilities and review existing equipment toward the goal of improving the quality of working conditions for the firefighters of the City of Kingsville. In addition, the President may participate as the duly elected representative of members of the bargaining unit in any discussion that may affect the working conditions of any Association member.

SECTION 5 ACTION OUTSIDE THE CITY LIMITS

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

ARTICLE 11 PAYROLL DEDUCTION OF DUES – (NO CHANGE)

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

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

The City will be obligated to remit to the Association only those sums deducted as dues and assessments from the Association member's pay check and will not be liable for damages to the Association, and individual member, or other group or person for failure to deduct any authorized sum for any reason. Deduction of Association dues shall be subordinate to all other deductions or liens legally placed upon

the member's pay. The Association shall supply the City with all necessary information for payroll deduction of dues. The City will be responsible for maintaining on file all forms necessary to administer this section. The City will inform the Association of any changes in dues deductions, by submitting a copy of the member's dues deduction form to the Secretary of the Association.

ARTICLE 12 DUTIES – (CHANGE)

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

ARTICLE 13 WORKING CONDITIONS – (CHANGE)

SECTION 1 HOURS OF WORK

24 Hour Shifts

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

40 Hour Work Week

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

SECTION 2 SCHEDULING

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

SECTION 3 SHIFT ASSIGNMENT

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

ARTICLE 14 UNIFORMS – (CHANGE)

SECTION 1 DESCRIPTION

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

Work Uniform Shirts (initial issue: 3)

Work Uniform Pants (initial issue: ~~2~~ 3)

Jacket (initial issue: 1)

Boots (initial issue: 1 pair)

SECTION 2 PROVISION

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

SECTION 3 REPLACEMENT

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

SECTION 4 CLEANING

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

ARTICLE 15 WORKING OUT OF CLASSIFICATION – (CHANGE)

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

All efforts will be made to assign only personnel who have at least ~~one (1) year~~ two (2) years of service experience in their current classification (calculated as of date of hire) before assigning the member temporarily to a higher classification.

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

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

ARTICLE 16 OVERTIME AND CALLBACK – (CHANGE)

SECTION 1 OVERTIME

24 HOUR SHIFT MEMBERS OVERTIME CALCULATION

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

40 HOUR WORK WEEK MEMBERS OVERTIME CALCULATION

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

SECTION 2 SCHEDULED VOLUNTARY OVERTIME

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

SECTION 3 EMERGENCY CALL BACK VOLUNTARY OVERTIME

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

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

SECTION 4 OUT OF CLASSIFICATION OVERTIME

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

SECTION 5 MANDATORY OVERTIME (RECALL)

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

SECTION 6 PAYMENT OF OVERTIME

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

ARTICLE 17 COMPENSATORY TIME – (No CHANGE)**SECTION 1 ELECTION**

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

SECTION 2 RECORDS

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

SECTION 3 USE

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

ARTICLE 18 ALTERNATE HIRE PROCESS – (CHANGE)**SECTION 1 ELIGIBILITY**

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

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

SECTION 2 ENTRY REQUIREMENTS

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

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

To the extent allowed by law, the City shall indemnify the Association and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any

action taken in compliance with this article, excluding gross negligence, recklessness, or intentional conduct of the parties.

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

SECTION 3 RE-HIRE (NEW SECTION)

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

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

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

ARTICLE 19 PROMOTIONS – (CHANGE)

SECTION 1 PROMOTIONAL PROCEDURES

The promotional examination shall consist of the following:

A

1. Written Examination

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

B Any change in the Promotional Reading Lists shall be posted in January no later than January 31st of each year.

2. Skills Assessment

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

Once a candidate has successfully passed the skills assessment, their score from the written exam will be multiplied by seventy percent (.70), their score from the skills assessment will be multiplied by thirty

percent (.30), and then the two resulting numbers will be added together to provide the base promotional score.

SECTION 2 ~~ADDITIONAL POINTS~~ SENIORITY POINTS

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

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

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

SECTION 4 DRUG/ALCOHOL TESTING

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

ARTICLE 20 OFF-DUTY EMPLOYMENT – (NO CHANGE)

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

ARTICLE 21 LABOR MANAGEMENT COMMITTEE – (NO CHANGE)

The City and the Association recognize communication between Management and the Association is indispensable to the accomplishment of a sound and harmonious Labor – Management Committee. This Committee shall consider, discuss, and resolve issues or problems pertaining to the employment conditions of the firefighters. Such issues may include proposed changes in safety equipment and devices, clothing, and procedures for the reduction or elimination of hazards to the mission of the Fire Department. Such discussions shall not be tantamount to, or an extension of, the bargaining process, but shall be for the purpose of encouraging productive relations between the parties and the

improvement of the fire service to the community. The Committee shall consist of four (4) members, two (2) to be appointed by the Association and two (2) to be appointed by the Chief. All four (4) members of the committee must be present for a meeting to be held. The Labor – Management Committee shall meet at times mutually agreeable to both parties and meetings may be canceled by mutual agreement of the Committee members. There shall be a written agenda, prepared by the party requesting the committee meeting, on matters to be discussed and provided to the Committee members at least one week in advance of the meeting.

ARTICLE 22 GRIEVANCE PROCEDURE – (NO CHANGE)

SECTION 1 SCOPE OF PROCEDURE

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

SECTION 2 GRIEVANCE PROCEDURES

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

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

The grievance shall include:

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

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

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

Step 3

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

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

Step 5. If the grievance is not resolved at Step 4, the Association Grievance committee may request arbitration. If a grievance is requested to be submitted to arbitration, the City and the Association shall first attempt to mutually agree on an arbitrator. If after ten (10) working days the parties fail to agree upon an arbitrator, a list of seven (7) neutral arbitrators shall be requested from the American Arbitration Association or the Federal Mediation and Conciliation Services (F. M. C. S.). Within ten (10) working days from receipt of the list, the Association and the City shall alternate in striking a name from the list until only one name remains. If neither party volunteers to strike a name first, it shall be decided by flipping a coin. The arbitrator will advise the parties of their availability for arbitration of the grievance.

SECTION 3 ARBITRATION

A. Scope of Arbitrator/Arbitration

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

B. Arbitration Expenses

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

members on duty to be witnesses; expenses for additional on duty members called by the Association to be witnesses, will be paid by the Association.

C. Rules for Arbitration Hearings

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

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

Judicial rules of evidence need not be strictly followed; however, witnesses may be placed under the rule. The arbitrator shall not communicate with parties or witnesses relating to the facts or subject matter of the case outside of the arbitration hearing.

SECTION 4 TIME LIMITS

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

SECTION 5 DUE DATE

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

ARTICLE 23 LEGAL PROCEDURE – (No CHANGE)

SECTION 1 LEGAL DEFENSE

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

SECTION 2 NO OBLIGATIONS

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

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

SECTION 3 NOTIFICATION

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

SECTION 4 CORRESPONDENCE WITH CITY ATTORNEY

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

SECTION 5 COOPERATION OF FIREFIGHTER

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

SECTION 6 OTHER RIGHTS AND OBLIGATIONS OF CITY

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

ARTICLE 24 DRUG TESTING – (CHANGE)

SECTION 1 APPLICABILITY

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

SECTION 2 CHOICE OF MANAGER

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

SECTION 3 RANDOM TESTING

All City employees are subject to random testing without cause.

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

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

SECTION 4 TESTING FOR CAUSE

All members of the bargaining unit shall be subject to testing for cause. Cause shall be “tenable inference” as defined in the City’s Substance Abuse Policy.

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

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

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

SECTION 5 COMPLIANCE WITH POLICY AND DISCIPLINARY ACTION

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

SECTION 6 RECORDS PROCEDURES

Release of Information

Requests for employment verification or references for a member indefinitely suspended under this policy shall be forwarded to the Human Resource Department. For Texas Employment Commission hearing on granting unemployment insurance, the City will cite a rules violation as the reason for

termination and will supply a copy of the letter of indefinite suspension, which states specific reasons. Where there is doubt about the release of information, the Legal department shall be consulted for guidance.

Reporting Conviction to Federal Agency

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

SECTION 7 OFF DUTY CONDUCT

No off duty conduct shall impair on-duty performance notwithstanding anything else to the contrary herein the provisions of this section only shall apply to all substances, i.e., alcoholic beverages, inhalants, illegal drugs, and prescription drugs.

SECTION 8 HOLD HARMLESS

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

ARTICLE 25 HOLIDAYS – (NO CHANGE)

SECTION 1 DESIGNATED HOLIDAYS

Each firefighter shall receive the following eight (8) holidays per year:

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

The Holiday shall be on the actual holiday.

SECTION 2 HOLIDAY LEAVE

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

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

The current practice of adding holidays to vacation time or taking them individually shall be retained. Nothing herein shall be interpreted in such a manner, which would deprive the Chief of his right to

cancel a member's scheduled holiday when the Chief determines there is an imminent threat. The member's responsibility for scheduling a holiday shall end when they receive their signed copy of the holiday request form.

B. Members assigned to a forty (40) hour work week shall not report for duty during any of the department's holidays or sell back any holidays. Forty (40) hour work week members are entitled to observe the holidays authorized under this Agreement.

ARTICLE 26 VACATION – (NO CHANGE)

SECTION 1 VACATION LEAVE ACCRUALS

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

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

The City shall post an accounting of vacation accrual on the member's pay stub.

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

SECTION 2 CANCELLATION OF LEAVE

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

SECTION 3 LEAVE

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

SECTION 4 SEPARATION PAY

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

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

ARTICLE 27 SICK LEAVE – (NO CHANGE)

SECTION 1 SICK LEAVE ACCRUAL

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

- A. 13 through 60 months – 12 days

B. 61 months and more – 15 days

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

The City shall post an accounting of sick leave accrual on the member's pay stub.

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

SECTION 2 USE OF LEAVE

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

SECTION 3 SICK LEAVE BUY BACK

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

SECTION 4 SEPARATION PAY

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

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

B. Members assigned to 40 hour work weeks shall be paid all accumulated sick leave not to exceed eight hundred (800) hours of accumulated sick leave at the time of separation at the regular rate of pay. Sick leave hours sold under buy back procedures plus sick leave separation pay shall not exceed eight hundred (800) hours for members assigned to a 40 hour work week.

ARTICLE 28 SPECIAL LEAVES – (NO CHANGE)

SECTION 1 BEREAVEMENT LEAVE

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

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

B. Member(s) working a 40-hour workweek shall be granted 3 consecutive calendar days off of bereavement leave following the death of a family member as defined below.

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

ARTICLE 29 MISCELLANEOUS PROVISIONS – (CHANGE – ADDITION OF SECTION 7)

SECTION 1 EYEGLOSS REPLACEMENT

The City agrees to reimburse members of the bargaining unit for prescription eyeglasses broken or damaged during the course of employment up to ~~\$100~~ \$200 for the repair or replacement of frames and lenses. Members may select more expensive eyeglasses by paying the additional cost.

SECTION 2 COPY OF AGREEMENT

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

SECTION 3 DIRECT DEPOSIT

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

SECTION 4 RESIDENCY

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

SECTION 5 CERTIFICATION MAINTENANCE

All members of the bargaining unit shall maintain Fire Department required certifications for their rank and assignment. All members hired without an EMT-Paramedic certification are required to maintain their existing level of EMT certification. Bargaining unit members that were hired with an EMT-Paramedic certification or have attained paramedic certification during the course of their employment with the City must maintain that certification as long as they hold the rank of firefighter. Members that have been promoted above the rank of firefighter, have the option of maintaining their EMT-Paramedic certification or downgrading their EMT certification to EMT-Intermediate or EMT-Basic. Downgrades in

EMT certification will result in lower or discontinued certification pay. Both the City and the Association recognize the need for fire suppression and emergency medical training and the need for continuing education to maintain standards and certifications.

SECTION 6 SAFETY

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

SECTION 7 APPOINTMENT OF AN ASSISTANT FIRE CHIEF

The Fire Chief may at his sole discretion appoint from the staff of the Department an Assistant Fire Chief of Operations. A firefighter appointed to the position of Assistant Fire Chief must have been employed by the Department for at least five (5) continuous years and immediately before the appointment hold the rank of Lieutenant or above. The appointed firefighter shall serve at the pleasure of the Chief and may be demoted to previously held civil service rank without cause.

ARTICLE 30 INSURANCE – (NO CHANGE)

SECTION 1 HEALTH INSURANCE

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

SECTION 2 LIFE INSURANCE

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

SECTION 3 RETIREES

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

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

Members that elect to have such coverage shall submit such payments to the Collection's Division. Payments must be submitted by the 1st regular working day of each month. If payments are not

submitted by the mentioned date, coverage shall be discontinued. Payment of insurance premiums for all retirees shall be subject to change at the insurance renewal periods approved by the City Commission.

ARTICLE 31 MUSCULAR DYSTROPHY FUND-RAISER (MDA) – (NO CHANGE)

SECTION 1 ANNUAL EVENT

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

SECTION 2 SCHEDULE

The "Fill the Boot" fund-raiser will be scheduled annually on three (3) work shifts. Should any shift scheduled on a day to collect for "Fill the Boot" get canceled due to inclement weather or any other type of unforeseen emergency, another date shall be scheduled.

SECTION 3 RESPONSE TO SERVICE CALLS

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

SECTION 4 ASSOCIATION RESPONSIBILITY

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

ARTICLE 32 WAGES – (CHANGE)

Wages for Fiscal Year ~~2013-2014 and 2014-2015 and 2015-2016~~ 2016-2017, Fiscal Year 2017-2018, FY 2018-2019 and Fiscal Year 2019-2020 shall be paid as set forth in Appendix A.

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

ARTICLE 33 EDUCATION AND CERTIFICATION PAY – (NO CHANGE)

SECTION 1 EDUCATION

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

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

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

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

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

SECTION 2 CERTIFICATION

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

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

ARTICLE 34 LONGEVITY – (NO CHANGE TO RATE)

SECTION 1 RATES

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

SECTION 2 ARTICLE PROVISION

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

ARTICLE 35 NON-WAIVER – (NO CHANGE)

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

ARTICLE 36 MAINTENANCE OF STANDARDS – (NO CHANGE)

All economic benefits, privileges and working conditions enjoyed by the members of the bargaining unit which are properly and lawfully in effect in the Department as to matters subject to mandatory bargaining under TLGC Chapter 174, as of the effective date of this Agreement, shall remain unchanged for the duration of this agreement.

**ARTICLE 37 DECLARATION OF THE FULL AND FINAL SCOPE OF AGREEMENT –
(NO CHANGE)**

The parties agree that each has had full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the province of collective bargaining. This Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as specified in this Agreement. It is understood and agreed that the contract may be amended by mutual consent of the parties to this Agreement. In the event that any provision of this Agreement conflicts or is inconsistent with any provisions of the Local Government Code of Texas, this Agreement shall prevail not withstanding any such provision of those statutes.

ARTICLE 38 SAVINGS CLAUSE – (NO CHANGE)

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

APPENDIX A - WAGE SCHEDULE – (CHANGE)

	<u>FY 2013-2014</u>	<u>FY 2014-2015</u>	<u>FY 2015-2016</u>
	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>
FD - 5 CAPTAIN A 0-12 MONTHS	\$ 16.67	\$ 16.84	\$ 17.01
FD - 5 CAPTAIN B 13+ MONTHS	\$ 17.18	\$ 17.35	\$ 17.53
FD - 4 LIEUTENANT	\$ 16.19	\$ 16.35	\$ 16.52
-			
FD - 3 ENGINEER A 0-12 MONTHS	\$ 15.26	\$ 15.41	\$ 15.57
FD - 3 ENGINEER B 13+ MONTHS	\$ 15.80	\$ 15.96	\$ 16.12
FD - 2 FIREFIGHTER B 13+ MONTHS	\$ 13.87	\$ 14.01	\$ 14.15
FIRE MARSHAL	\$ 25.50	\$ 25.50	\$ 25.50

	<u>FY 2016-2017</u>	<u>FY 2017-2018</u>	<u>FY 2018-2019</u>	<u>FY 2019-2020</u>
	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>
FD - 5 CAPTAIN A 0-12 MONTHS	<u>\$ 17.77</u>	<u>\$ 18.31</u>	<u>\$ 18.86</u>	<u>\$ 19.42</u>
FD - 5 CAPTAIN B 13+ MONTHS	<u>\$ 18.31</u>	<u>\$ 18.86</u>	<u>\$ 19.43</u>	<u>\$ 20.01</u>
FD - 4 LIEUTENANT	<u>\$ 17.25</u>	<u>\$ 17.77</u>	<u>\$ 18.30</u>	<u>\$ 18.85</u>
FD - 3 ENGINEER A 0-12 MONTHS	<u>\$ 16.11</u>	<u>\$ 16.43</u>	<u>\$ 16.76</u>	<u>\$ 17.10</u>
FD - 3 ENGINEER B 13+ MONTHS	<u>\$ 16.69</u>	<u>\$ 17.02</u>	<u>\$ 17.36</u>	<u>\$ 17.71</u>
FD - 2 FIREFIGHTER B 13+ MONTHS	<u>\$ 14.65</u>	<u>\$ 14.94</u>	<u>\$ 15.24</u>	<u>\$ 15.54</u>
FIRE MARSHAL	<u>\$ 26.66</u>	<u>\$ 26.93</u>	<u>\$ 27.20</u>	<u>\$ 27.74</u>

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

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

1. RANGE FD - 2

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

2. RANGE FD - 3

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

3. RANGE FD - 4

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

4. RANGE FD - 5

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

APPENDIX B - CERTIFICATION PAY INCENTIVES – (No Change)

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

CERTIFICATION	MONTHLY PAY
Intermediate Firefighter	\$ 30.00
Advanced Firefighter	\$ 40.00
Master Firefighter	\$ 50.00
Fire Inspector	\$ 25.00
Fire Instructor (1) and (2) Intermediate	\$ 25.00
Fire Instructor (3) Master	\$ 35.00
Fire Officer I	\$ 25.00
Arson Investigator (Basic or Intermediate)	\$ 50.00
Driver/Operator	\$ 25.00
Fire Investigator	\$ 30.00
EMS Instructor	\$ 25.00
EMT Intermediate (Firefighter)	\$ 100.00
EMT Intermediate (Engineer, Lieutenant, Captain)	\$ 50.00
EMT - Paramedic (Firefighter)	\$ 400.00
EMT- Paramedic (Engineer, Lieutenant, Captain)	\$ 250.00

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

AGENDA ITEM #9

AGENDA ITEM #10

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RECon The Global Retail Real Estate Convention

May 21, 2017 - May 24, 2017 - Las Vegas, NV United States

[Register](#)[Attendees](#)[Exhibitors](#)

Pricing

	<i>through</i> 09 Dec 2016	<i>through</i> 28 Apr 2017	<i>after</i> 28 Apr 2017
	Early Bird	Advance	On-Site
Non-Member:	\$1,190.00	\$1,190.00	\$1,490.00
Member:	\$570.00	\$610.00	\$760.00
ICSC Student Member:	\$50.00	\$50.00	N/A

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When & Where

Las Vegas Convention Center
3150 Paradise Road
Las Vegas, NV 89109
United States

May 21, 2017 - May 24, 2017

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Event Contact

Christabelle Flanhardt
+1 646 728 3638
cflanhardt@icsc.org

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•

Arizona Best Practices Program
January 12, 2017
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•

San Diego Local Program
January 19, 2017
San Diego, CA

Help/Suggestions

- If you have questions regarding this event, please contact the Event Contact listed above, or call +1 646 728 3800 and we will direct you.
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AGENDA ITEM #11

AGENDA ITEM #12