

City of Kingsville, Texas

**AGENDA
CITY COMMISSION
MONDAY, APRIL 27, 2020
REGULAR MEETING**

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

**Conference Line call: 1 (408) 418-9388 and
when prompted type access code: 620805471#**

OR

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

I. Preliminary Proceedings.

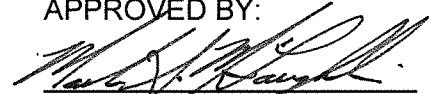
OPEN MEETING

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

MINUTES OF PREVIOUS MEETING(S)

Regular Meeting- April 13, 2020

APPROVED BY:


Mark McLaughlin
City Manager

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

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

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

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

IV. **Public Comment on Agenda Items.³

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

V.

Consent Agenda

Notice to the Public

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

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

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

1. Motion to approve an amended resolution authorizing participation in Local Border Security Program FY2021 with the Office of the Governor, Texas Public Safety Office for law enforcement personnel costs, fuel, and equipment; authorizing the Chief of Police to act on the City's behalf with such program. (Police Chief).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

2. Consider a resolution ordering the extension of the Local State of Disaster and Order to stay home/work safe (if needed based on the Governor's 4/27/20 order). (Mayor Fugate).
3. Consider a resolution extending the Declaration of Local State of Disaster and Order limiting the number of persons from one family in an exempted business at one time (if needed based on the Governor's 4/27/20 order). (Mayor Fugate).
4. Consider award of the City's All-Risk Property Insurance Coverages for the period of May 1, 2020 through April 30, 2021 as per staff recommendation. (Risk Manager).
5. Consider a resolution revising the City of Kingsville Administrative Policy No. 881.00 - Emergency Services Policy. (Risk Manager).
6. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances Chapter VII, Article 8-Traffic Control Devices, providing for the installation of a yield sign on Van Street at its intersection with Helen Marie Lane. (City Engineer).
7. Consider awarding RFP#20-08 for the downtown improvements project and approving a resolution authorizing the City Manager to execute a Construction Contract for 2019 Downtown Improvements between Etech Construction Inc. and the City of Kingsville for 2019 Downtown Improvements-Kleberg Ave. (TXCDBG CONTRACT #7219012). (City Engineer).
8. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances Chapter XV, Article 5-Historical Districts and Landmarks, Section 15-5-30, providing for Adoption of Design Guidelines for the Historic District. (Downtown Manager).
9. Consider a resolution authorizing application to and acceptance of BJA-2020-17028 Strategies for Policing Innovation Grant; authorizing the Chief of Police to act on the City's behalf with such program. (Police Chief).
10. Discuss and consider whether to hold a joint election or a standalone election for the City's General and Special Election that was postponed from May 2, 2020 to November 3, 2020 due to the COVID-19 pandemic. (City Secretary).
11. Consider a resolution of the City of Kingsville, Texas, adopting TCAP'S Professional Services Agreement and GEXA Energy's Commercial Electric Service Agreement for power to be provided on and after January 1, 2023. (City Attorney).
12. Consider a resolution authorizing the Mayor to enter into a Third Amendment to Tower Attachment Lease Agreement with GTP II, LLC. (IT Manager/City Attorney).

VII. Adjournment.

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

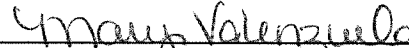
NOTICE

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:

April 23, 2020 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, CMC, City Secretary
City of Kingsville, Texas

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

By: _____
City Secretary's Office
City of Kingsville, Texas

MINUTES OF PREVIOUS MEETING(S)

APRIL 13, 2020

A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, APRIL 13, 2020 IN THE HELEN KLEBERG GROVES COMMUNITY ROOM, 400 WEST KING AVENUE, KINGSVILLE, TEXAS AT 5:00 P.M.

CITY COMMISSION PRESENT:

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

CITY STAFF PRESENT:

Mark McLaughlin, City Manager
Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
Derek Williams, IT
Janine Reyes, Tourism Director
Ricardo Torres, Police Chief

STAFF PRESENT VIA CONFERENCE CALL OR VIDEOSTREAM

Bill Donnell, Public Works Director
Ron Lee, Interim Fire Chief
Uchechukwu Echeozo, Director of Planning & Development Services
Diana Gonzales, Human Resources Director
David Solis, Risk Manager
Deborah Balli, Finance Director
Susan Ivy, Director of Parks and Recreation
Cynthia Martin, Downtown Manager
Rudy Mora, Engineer
Robert Rodriguez, Library Director

**Conference Line call: 1 (408) 418-9388 and
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OR

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

I. Preliminary Proceedings.

OPEN MEETING

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

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

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

MINUTES OF PREVIOUS MEETING(S)

Regular Meeting- March 23, 2020

Special Meeting- April 2, 2020

Motion made by Commissioner Lopez to approve the minutes of March 23, 2020 and April 2, 2020 as presented, seconded by Commissioner Pecos. The motion was passed and approved by the following vote: Lopez, Hinojosa, Leubert, Pecos, Fugate voting “FOR”.

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

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

- 1. Public Hearing on request for an alcohol variance for a Wine and Beer Retailer's Off-Premise License (BQ) for the establishment known as Vasquez Food Mart located at 1230 E. Santa Gertrudis, Kingsville, Texas. (Director of Planning and Development Services).**

Mayor Fugate announced and opened this public hearing at 5:05 p.m.

Mrs. Courtney Alvarez stated that this location used to be Roys Stop & Shop and has always been a convenience store. As it is located across from school property, a variance was required. The permit is for sale of alcohol off-premise.

There being no further discussion or comments, Mayor Fugate closed this public hearing at 5:07 p.m.

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

III. Reports from Commission & Staff.²

"At this time, the City Commission and Staff will report/update on all committee assignments which may include, but is not limited to, the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board, Library Board, Health Board, Tourism, Chamber of Commerce, Coastal Bend Council of Governments, Conner Museum, Keep Kingsville Beautiful, and Texas Municipal League. Staff reports include the following: Building & Development, Code Enforcement, Condemnation Update, Proposed Development Report; Accounting & Finance – Financial & Investment Information, Investment Report, Quarterly Budget Report, Monthly Financial Reports, Utilities Billing Update; Police & Fire Department – Grant Update, Police & Fire Reports; Streets Update; Public Works; Landfill Update, Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, Emergency Management, Administration –Workshop Schedule, Interlocal Agreements, Public Information, Health Department, Hotel Occupancy Report, Quiet Zone, SEP, Legislative Update, Proclamations, Employee Recognition, Health Plan

Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project, Financial Advisor, Wastewater Treatment Plant, Water And Wastewater Rate Study Presentation, Golf Course, Library Summer Programs, Grants Update. No formal action can be taken on these items at this time."

Mr. Mark McLaughlin, City Manager reported on his City Manager's Report. The first item has some compilation on hazardous duty pay, as there have been some questions about hazardous duty pay. He stated that nothing is not a provision in our ordinance regarding hazardous duty pay. If anything is to be done with hazardous duty pay, an ordinance would need to be changed and a budget amendment would be needed. With two departments having civil service employees, collective bargaining agreements would need to be modified. McLaughlin further commented that the plan now, is not to change anything and he is not proposing anything for the future, unless the Commission recommends for staff to bring something back to them at a future meeting.

Mayor Fugate commented that he feels that the reason this came up is because the County is paying time and a half for their officers and first responders, although the County is no longer doing this.

Mr. McLaughlin further commented that the City does have a plan in place for those citizens struggling with utility bills. To date, there are seven individuals that have signed up for the plan and expect more as word gets out to all the citizens. There are two plans, payment plan or deferment plan that are in place for utility bills. The citizen would need to contact the Collections Department for their request for a payment or deferment plan and they will be looked at on a case by case basis. Mr. McLaughlin thanked the Fire and Police Department for their assistance during this crisis.

Mrs. Alvarez reported that the next City Commission meeting is scheduled for April 27, 2020 with a deadline for staff to submit agenda items no later than April 17, 2020. She also thanked the citizens for following the orders that have been in place during COVID-19.

Commissioner Lopez commented that she would like for City Manager to ease up on the hazardous pay and she is aware that is has been in discussion for them to create a bill, therefore there might be some change coming up and the city will need to be ready for that. She further commented that she feels that it is the right thing to do for the first responders and essential employees as they are working with the public. She commented that she is in favor for it and asked staff to keep an eye out as the city may need to do some budget amendments.

Mr. McLaughlin commented that he will stay informed as to what the State decides to do.

IV. **Public Comment on Agenda Items.³

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

Mrs. Mary Valenzuela, City Secretary read four public comments that were received via email.

First comment received on April 7, 2020 from Hemang Bhakta, Motel 6 Kingsville. The comment read as followed: Hi, my comment is in this hard time if City of Kingsville can help to reduce water bill, hotel occupancy city tax.

Second comment received on April 8, 2020 from Sunil Patel of Economy Inn. The comment read as followed: My name is Sunil Patel from Economy Inn. My comments is that the current COVID-19 virus. There are not that many customers traveling who

are staying in the hotel/motel. It is very hardship to manage to pay the outstanding bills. I am looking to see if the City of Kingsville can help us in some way towards the city tax, utility tax and property tax.

Third comment received on April 10, 2020 from Economy Inn. The comment read as followed: My comments is due to the current COVID-19 virus. There are not many travelers staying in the hotel/motel. It is very difficult and hardship to manage the money to paying bills. I am looking t see if the City of Kingsville can help us in some way towards like the city occupancy taxes, utilities and property taxes.

Fourth comment received on April 10, 2020 from Neil Bhakt, 2402 E. King Ave. The comment read as followed: No penalties and deferred payment up to six months and tax paid by hotels inflation any.

Mrs. Valenzuela commented that there were no further comments received.

Mr. Derek Williams, IT stated that there was no one needing to make a comment through Webex or conference call.

V.

Consent Agenda

Notice to the Public

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

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

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

1. Motion to approve a resolution authorizing the release of Chapter 59 funds of the Kingsville Police Department for donation to the Boy Scouts of America Venado District. (Police Chief).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

2. Consider a resolution ordering the extension of the Local State of Disaster and Order to stay home/work safe until April 30, 2020. (Mayor Fugate).

Motion made by Commissioner Leubert to approve the resolution ordering the extension of the Local State of Disaster and Order to stay home/work safe until April 30, 2020, seconded by Commissioner Pecos.

Mayor Fugate commented that his order is pretty much mandated by the Governor.

Mrs. Alvarez commented that the current order from the Governor expires on April 30th, so this was written to be consistent with his order.

Commissioner Lopez commented that the Governor has extended his order until May 13th.

Mrs. Alvarez commented that at the April 27th Commission meeting if the Commission chooses to extend until May 13th, they can do so.

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

3. **Consider a resolution extending the Declaration of Local State of Disaster and Order limiting the number of persons from one family in an exempted business at one time until April 30, 2020. (Mayor Fugate).**

Motion made by Commissioner Leubert to approve the resolution extending the Declaration of Local State of Disaster and Order limiting the number of persons from one family in an exempted business at one time until April 30, 2020, seconded by Commissioner Pecos and Commissioner Lopez.

Mayor Fugate commented that this order came about from a request made by the managers of H.E.B. and Walmart. He stated that is a good idea to have this order in place to assist the big box stores.

Commissioner Leubert commented that Lowe's had markings that were 6ft apart to assist their customers as to where they needed to stand between other customers.

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

4. **Consider an alcohol variance for a Wine and Beer Retailer's Off-Premise License (BQ) for the establishment known as Vasquez Food Mart located at 1230 E. Santa Gertrudis, Kingsville, Texas (due to a change in ownership of the convenience store). (Director of Planning and Development Services).**

Motion made by Commissioner Pecos to approve the alcohol variance for a Wine and Beer Retailer's Off-Premise License (BQ) for the establishment known as Vasquez Food Mart located at 1230 E. Santa Gertrudis, Kingsville, Texas (due to a change in ownership of the convenience store), seconded by Commissioner Lopez.

Commissioner Lopez asked if staff received any calls from those citizens that received a letter opposing this variance.

Mrs. Alvarez commented that according to the memo from the Planning Department, there was no citizen feedback received.

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

5. **Consider the temporary cessation of contributions to the Façade Grant Program and the John E. Conner Museum until the financial impact to the HOT Fund from cancellation of tourism events and hotel bookings due to COVID-19 is better known to ensure contractual and legal compliance. (Tourism Director).**

Mayor Fugate commented that this is something that needs to be done.

Motion made by Commissioner Pecos to temporarily cessation of contributions to the Façade Grant Program and the John E. Conner Museum until the financial impact to the HOT Fund from cancellation of tourism events and hotel bookings

due to COVID-19 is better known to ensure contractual and legal compliance, seconded by Commissioner Lopez and Commissioner Leubert. Motion was passed and approved by the following vote: Hinojosa, Leubert, Pecos, Lopez, Fugate voting "FOR".

6. Consider authorizing staff to move forward with a temporary hotel occupancy tax payment deferral plan, as outlined in the memo, due to the COVID-19 pandemic. (Tourism Director).

Motion made by Commissioner Leubert to authorize staff to move forward with a temporary hotel occupancy tax payment deferral plan, as outlined in the memo, due to the COVID-19 pandemic seconded by Commissioner Pecos.

Commissioner Hinojosa asked that what the city is allowing them to do, there is no penalties. We are allowing them to have a 25% and 90 days, but there is no penalty if this agreement is not met? He stated that this is money that is collected, and it should be placed in a separate bank account, so that taxes can be paid and not used for operations.

Ms. Janine Reyes, Tourism Director stated that the plan was to waive the late fee so long as they complete their payment within 90 days, and that's if qualify. She further commented that this is all new and there is a lot of other cities that are trying to do this for their hotels as well, for the very real fear of those hotels closing permanently if there is not some kind of assistance provided. Reyes stated that this program is being created based on what the State is doing for taxpayers in this situation. She further commented that the Texas Hotel Lodging Association had put out some information on Friday saying that 8 of 10 hotel rooms are empty right now which means there is no money coming in. With them having mortgage, utilities, cable and staff to pay, we were trying to find a way to assist them through this time. Mrs. Reyes stated that for the month of February, all but two of the properties have paid. One property did indicate to her that he always pays at the Municipal Building but due to it being closed to the public he was unable to pay. The other property did tell her that he had held the funds not knowing the future, he would be able to keep the doors open and keep his staff paid. Ms. Reyes stated that this plan asks for them to pay 25% down and still report their HOT Taxes then the remaining 75% would be on a recurring payment plan. She also stated that right now 25% of almost nothing is still almost nothing. She stated that what she is getting from them as far as occupancy, we are not floating a lot of money, cause we're not giving a lot of money.

Commissioner Hinojosa asked for clarification, that on the information that was given to them for February, they already paid February.

Ms. Reyes responded that all but two have paid. She further commented that all hotel occupancy taxes are due the 20th day of the following month, so there is a lag on those coming in.

Commissioner Hinojosa asked if they had paid February.

Ms. Reyes responded all but two properties have paid. She further stated that this plan requires them come clear with February before working out a plan for the month of March. She is not recommending waiving this one, however there are late fees that will be due for February and stated that the Finance Department has done some research on the two properties that haven't paid and show that the two properties have never

been delinquent and this is clearly a result of this situation we are in at this time. She recommends to the Commission to waive the late fees and get them in compliant.

Commissioner Leubert commented that this is only a deferral and not waiving fees in order to assist them in this situation as well.

Ms. Reyes commented that this is correct, but the only thing that would be waived are the late fees, but that would only be if they come current within 90 days.

Mr. McLaughlin commented that if this is approved, they must request this. They must pay on time unless they come and speak with staff about it.

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

- 7. Consider a resolution finding AEP Texas Inc.'s application to Amend its distribution cost recovery factors to increase distribution rates within the City should be denied; authorizing participation with the cities served by AEP Texas; authorizing hiring of legal counsel; finding that the City's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel. (City Attorney).**

Mrs. Alvarez commented that last year AEP filed for a full-blown rate case because the PUC was requiring them to so. She stated that we joined the coalition with other cities and paused the institution of the rate that they were wanting to do in order to have the proposal be examined by consultants with no cost to any of its cities that participated. That matter was resolved through a settlement between the parties and the PUC approved that the last week in February. The rate increases due to the settlement are lower than what they were initially requested in the filing because the cities through their ability to have original jurisdiction were able to get it reviewed by consultants and negotiate a little bit for a fair rate for the consumers. She further stated that those new rates will be going into effect shortly, but she stated it will be smaller than what was originally proposed. She also commented that this is a similar sort of thing and it will also cost each utility customers electric bill to go up a little, but it called a different thing. It is not a full-blown rate case, this one is called a distribution recovery factor to increase filing, to increase the distribution rates. She stated that there is another type of filing that they can do that if the utilities effectively lobby the legislature to remove a cities original jurisdiction from contesting. She stated that this is not one of those, the cities still have it original jurisdiction to put pause on the rate increase until we can have consultants to review it and see the necessity. She further commented that aside from the rate increase, the consumer will be seeing shortly because of the rate change that they requested last year, this would be a secondary rate increase. She further stated that it would be recommended to put on a pause on this until consultants are able to review.

Motion made by Commissioner Pecos to approve resolution finding AEP Texas Inc.'s application to Amend its distribution cost recovery factors to increase distribution rates within the City should be denied; authorizing participation with the cities served by AEP Texas; authorizing hiring of legal counsel; finding that the City's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal

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

VI. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 5:26 P.M.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, TRMC, CMCM, City Secretary

CONSENT AGENDA

AGENDA ITEM #1

RESOLUTION #2020-_____

AN AMENDED RESOLUTION AUTHORIZING PARTICIPATION IN LOCAL BORDER SECURITY PROGRAM FY2021 WITH THE OFFICE OF THE GOVERNOR, TEXAS PUBLIC SAFETY OFFICE FOR LAW ENFORCEMENT PERSONNEL COSTS, FUEL, AND EQUIPMENT; AUTHORIZING THE CHIEF OF POLICE TO ACT ON THE CITY'S BEHALF WITH SUCH PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Local Border Security Program (LBSP) FY2021 has funding to provide additional manpower by local law enforcement agencies for state led border security enhancement operations for improved border security via a grant to local law enforcement agencies for payment of personnel costs, fuel, and equipment for local law enforcement officers (commissioned peace officers); and

WHEREAS, the Office of the Governor is providing grants through funding from Local Border Security Program FY2021; and

WHEREAS, the City of Kingsville has previously applied for similar grants for the reimbursement of law enforcement personnel costs, fuel, and equipment that will assist with improved border security through enhanced patrolling of the roadways through our city, especially US 77/I-69; and

WHEREAS, the City agrees to provide the applicable matching funds for the said project, if any, as required by the Office of the Governor for the Local Border Security Grant Program grant application; and

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

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

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

I.

THAT the City authorize the Kingsville Police Department through the Chief of Police to participate in Local Border Security Program FY2021 and to seek reimbursement for the allowed expenses of law enforcement personnel costs, fuel, and equipment necessary

to assist with improved border security in our area in conformance with this program. The City is approving the application and acceptance of any LBSP grant funds that the Office of the Governor, Public Safety Office, Homeland Security Grants Division allows for the period of performance of September 1, 2020 through August 31, 2021.

II.

THAT the Chief of Police is hereby authorized and directed to act on the City's behalf in all matters pertaining to Local Border Security Program FY2021 including any certifications, amendments or representations stipulated therein and that the Chief of Police will administer the program and execute and submit all certifications, reports, or contracts necessary for the administration and expenditure of such program.

III.

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

PASSED AND APPROVED by a majority vote of the City Commission on the 27th day of April, 2020.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

REGULAR AGENDA

AGENDA ITEM #2

The resolution to extend the Local State of Disaster and Order to Stay Home/Work Safe declared by the Mayor of the City of Kingsville on March 26, 2020 may be further extended by the City Commission dependent on the Texas Governor's Order to be issued on April 27, 2020.

AGENDA ITEM #3

The resolution to extend the Local State of Disaster and Order to Limit the Persons from One Family in Exempted Businesses may be further extended by the City Commission dependent on the Texas Governor's Order to be issued on April 27, 2020.

AGENDA ITEM #4

City of Kingsville
Human Resources Department

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: David Solis, Risk Manager (HR Department) *DS*
DATE: April 16, 2020
SUBJECT: All-Risk Property Insurance Renewal

Summary: This item authorizes award of the City's All-Risk Property Insurance Coverages for the period of May 1, 2020 through April 30, 2021 covering perils of Fire, Flood, Earthquake, Lightening, Windstorm, Named Storm and Equipment Breakdown.

Background: In February, Carlisle Insurance approached the City's incumbent Property Insurance carrier (Amrisc) to request a renewal quote. Carlisle Insurance also solicited quotes from several other property insurance markets who underwrite Coastal Windstorm risks. Unfortunately, none were willing to provide a quote for the City's total insured values of \$55,569,442. The attached letter from Chase Carlisle illustrates the current state of the global property insurance market which has transitioned from a soft market to a hard market.

This is an annually budgeted item. See attached incumbent carrier's Proposal, Market Summary, submitted by Carlisle Insurance. Staff has attached a policy comparison spreadsheet and two examples of how the new deductible structure will affect future property damage claims.

Financial Impact: This renewal quote of \$270,266.90 is an increase of \$40,229.05 as compared to the expiring premium. In addition to the increase in the premium, the deductibles for Named Storm and Windstorm are also



**City of Kingsville
Human Resources Department**

increasing as illustrated in the proposal. While the hardening of the global property insurance market is the biggest reason for the increase in premium and deductibles, the City's four-year property insurance losses of \$2,360,879 was also a contributing factor to the increase.

Recommendation: After careful review of the incumbent carrier's proposal, staff is recommending Amrisc's all-risk property insurance proposal submitted by Carlisle Insurance for the May 1, 2020 – September 30, 2021 policy term.





April 16, 2020

City of Kingsville
ATTN: David Solis
400 W King Ave
Kingsville, TX

Re: Property Insurance Renewal

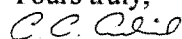
Dear Mr. Solis,

I want to first thank you and the City of Kingsville for allowing Carlisle Insurance the opportunity obtain property insurance renewal quotes on your behalf.

The global property insurance market has drastically changed in the past eight months. In July of 2019, we saw the market transition from what was considered a "soft" market to a firm, "hard" market. The average annual industry global catastrophic losses are usually roughly \$22 Billion per year. In 2017, the market experienced the worse recorded year at roughly \$150 Billion. In 2018, the market saw another \$42 Billion in global losses with Hurricane Michael and the California wildfires leading the charge. The overall effect of these two years has brought the shift in the market and a lack of surplus. In addition, interest rates are lower than ever yielding virtually no return on the carrier's investments. Insurance companies are now forced to adjust capacity, deductibles and coverages in order to make an underwriting profit for shareholders. Over the past three months, our firm has seen roughly a 10-35% rate increase on public entity accounts along the Texas Coast.

In addition to the market shift, the City of Kingsville has incurred \$2,360,879 in losses (333% loss ratio) over the past four years. The overall effect of the global market shift and the incurred losses has resulted in a 14% rate increase for the 2020-2021 policy term. The Total Insured Values (TIV) increased \$1,660,262 (2.8%). On behalf of the City of Kingsville, we marketed and submitted the risk to 20 carriers in an effort to produce the broadest coverage terms while maintaining a competitive pricing. The incumbent carrier, Amrisc, proved to be the best result and our recommendation for renewal as proposed. A marketing summary has been provided to staff with the responses from the other markets.

Again, I want to thank you for your continued trust in our firm. We value our relationship with the City and feel the 14% rate increase is in line with what the market is yielding.

Yours truly,


Chase Carlisle, CIC, CMIP
Vice President
(361)884-2775
chasec@carlisleins.com



Market Summary:

- Arrowhead – Declined due to some of the occupancies on the schedule
- Arch – Could help on a buffer layer if needed.
- Aspen – Could only offer a \$5M buffer layer if needed
- Axis – Advised they would need about \$315K ground up pricing, but would not be able to offer full limits
- Brit- Declined, due to TIV size.
- Catalytic – Declined, due to class of business
- Crum and Forster – Declined based on exposure
- Diamond State – Declined, not able to compete on x-wind targets
- Everest – Unable to compete based on pricing and terms needed.
- ICAT – Declined, due to class of business
- Ironshore- Could offer limited capacity if needed,
- Kemah – Declined based on targets
- Markel – Could only offer a \$5M buffer layer if needed
- Maxum– Could only offer a \$5M buffer layer if needed
- Nationwide – Likely unable to help in the excess layer due to pricing.
- RSUI – Can help on excess if need
- Sompo – Cannot hit target of \$0.30 due to loss history and AOW activity
- SRU – Can offer TIV xs \$15M if needed.
- Validus – Limited capacity given the schedule and locations
- Velocity – Unable to compete on \$10M primary option due to targets, and AOWH losses with open claim
- Westchester - Cannot compete on a primary layer based on pricing needed.



2020 - 2021
INSURANCE PROPOSAL



PRESENTED BY:
Chase Carlisle, CIC, CMIP, CPCU

April 16, 2020

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DISCLAIMER: The abbreviated outlines of coverages used throughout this proposal are not intended to express any legal opinion as to the nature of coverage. They are only visuals to a basic understanding of coverages. Please read your policy for specific details of coverages.

City of Kingsville
WindStorm/Hail/Flood Schedule of Values & Locations
05/01/2020-05/01/2021

| ID | Address | City | Zip | Building Description | Department | Year Built | Building Value | Contents Value | # of Stories | Area | Flood Zone | Const. |
|----|----------------------|------------|-------|------------------------------------|----------------------|------------|----------------|----------------|--------------|--------|------------|--------|
| 1 | 400 W. King Ave. | Kingsville | 78363 | City Hall | City Hall | 2013 | \$4,782,000.00 | \$750,000.00 | 3 | 23,910 | X | |
| 2 | 200 E Kleberg | Kingsville | 78363 | Municipal Building | City Hall | 1979 | \$2,558,000.00 | \$384,540.00 | 2 | 13,188 | X | 4 |
| 3 | 410 W. King Ave. | Kingsville | 78363 | Cottage Building | City Hall | 2017 | \$639,000.00 | \$100,000.00 | 1 | 3,296 | X | |
| 4 | 119 N 10th St | Kingsville | 78363 | Central Fire Station | Fire | 1955 | \$2,968,000.00 | \$396,500.00 | 1 | 15,299 | X | 1 |
| 5 | 515 N Armstrong | Kingsville | 78363 | Fire Station #2 | Fire | 1950/2012 | \$405,000.00 | \$53,198.00 | 1 | 2,002 | X | 2 |
| 6 | 309 N 6th St | Kingsville | 78363 | Kingsville Fire Dept Training Ctr | Fire | 1970 | \$419,000.00 | \$8,000.00 | 1 | 2,160 | X | 2 |
| 7 | 1950 N. Armstrong | Kingsville | 78363 | Storage Building #2 | Fire | 1985 | \$5,000.00 | \$0.00 | 1 | 190 | BX | 1 |
| 8 | 3421 N. FM 1355 | Kingsville | 78363 | Animal Shelter | Health | 1970 | \$591,700.00 | \$0.00 | 1 | 3,050 | X | 4 |
| 9 | 3421 N. FM 1355 | Kingsville | 78363 | Euthanizing Chamber | Health | 1980 | \$23,000.00 | \$0.00 | 1 | 120 | X | 2 |
| 10 | 348 E CR 2130 | Kingsville | 78363 | Heavy Equipment Shed | Landfill | 1995 | \$157,000.00 | \$3,000.00 | 1 | 3,150 | X | 1 |
| 11 | 348 E CR 2130 | Kingsville | 78363 | Weigh Station Office | Landfill | 1992 | \$268,750.00 | \$30,000.00 | 1 | 200 | X | 1 |
| 12 | 348 E CR 2130 | Kingsville | 78363 | Scales | Landfill | 2005 | \$80,000.00 | \$0.00 | 0 | | X | 7 |
| 13 | 348 E CR 2130 | Kingsville | 78363 | Heavy Equipment Shed/Storage Shop | Landfill | 2005 | \$491,000.00 | \$0.00 | 1 | 9,843 | X | 3 |
| 14 | 348 E CR 2130 | Kingsville | 78363 | Catwalk | Landfill | 2005 | \$10,000.00 | \$0.00 | 0 | | X | 1 |
| 15 | 348 E CR 2130 | Kingsville | 78363 | Landfill Litter Net | Landfill | 2005 | \$151,875.00 | \$0.00 | 0 | | X | 3 |
| 16 | 10500 E Escondido Rd | Kingsville | 78363 | Restroom - Soccer Field | Parks and Recreation | | \$75,000.00 | \$0.00 | 1 | 600 | X | 2 |
| 17 | 10500 E Escondido Rd | Kingsville | 78363 | Concession/Pressbox #1 | Parks and Recreation | | \$35,000.00 | \$0.00 | 1 | 1,000 | X | 2 |
| 18 | 10500 E Escondido Rd | Kingsville | 78363 | Restroom #1 | Parks and Recreation | | \$75,000.00 | \$0.00 | 1 | 1,000 | X | 2 |
| 19 | 10500 E Escondido Rd | Kingsville | 78363 | Concession/Pressbox #2 | Parks and Recreation | | \$50,000.00 | \$0.00 | 2 | 600 | X | 2 |
| 20 | 10500 E Escondido Rd | Kingsville | 78363 | Restroom #2 | Parks and Recreation | | \$50,979.38 | \$0.00 | 1 | 400 | X | 2 |
| 21 | 10500 E Escondido Rd | Kingsville | 78363 | Soccer Field Bleachers & Post | Parks and Recreation | | \$48,727.58 | \$0.00 | 0 | | X | 7 |
| 22 | 10500 E Escondido Rd | Kingsville | 78363 | Baseball Fences/Lights/Scoreboards | Parks and Recreation | | \$150,672.15 | \$0.00 | 0 | | X | 3 |
| 23 | 10500 E Escondido Rd | Kingsville | 78363 | Concession/Pressbox #3 | Parks and Recreation | | \$50,000.00 | \$0.00 | 2 | 500 | X | 1 |
| 24 | 10500 E Escondido Rd | Kingsville | 78363 | Concession/Pressbox #4 | Parks and Recreation | | \$31,512.04 | \$0.00 | 2 | 600 | X | 2 |
| 25 | 10500 E Escondido Rd | Kingsville | 78363 | Dugout #8 | Parks and Recreation | | \$2,580.80 | \$0.00 | 1 | 200 | X | 3 |
| 26 | 485 Santiago Park Ln | Kingsville | 78363 | BBQ Building | Parks and Recreation | | \$40,331.93 | \$0.00 | 1 | 1,000 | X | 3 |
| 27 | 10700 Hwy 77 | Kingsville | 78363 | Restroom | Parks and Recreation | | \$30,667.08 | \$0.00 | 1 | 500 | X | 2 |
| 28 | 11000 Hwy 77 | Kingsville | 78363 | Bath House - Storage | Parks and Recreation | | \$46,784.59 | \$0.00 | 1 | 1,200 | X | 2 |
| 29 | 11050 Hwy 77 | Kingsville | 78363 | Pier | Parks and Recreation | 2014 | \$41,299.88 | \$0.00 | 1 | 100 | AE | 1 |
| 30 | 11050 Hwy 77 | Kingsville | 78363 | Restroom | Parks and Recreation | | \$48,721.50 | \$0.00 | 1 | 600 | AE | 2 |
| 31 | 11900 Escondido Rd | Kingsville | 78363 | Storage | Parks and Recreation | | \$107,228.81 | \$0.00 | 1 | 2,500 | X | 1 |
| 32 | 12000 Escondido Rd | Kingsville | 78363 | Concession/Restroom/Pressbox | Parks and Recreation | | \$75,931.43 | \$5,346.00 | 2 | 600 | X | 2 |
| 33 | 12100 Escondido Rd | Kingsville | 78363 | Shop | Parks and Recreation | | \$81,631.80 | \$6,414.00 | 1 | 2,500 | X | 3 |
| 34 | 12100 Escondido Rd | Kingsville | 78363 | Radio Tower Storage #1 | Parks and Recreation | | \$5,700.38 | \$16,035.00 | 1 | 100 | X | 1 |
| 35 | 12100 Escondido Rd | Kingsville | 78363 | Radio Tower Storage #2 | Parks and Recreation | | \$25,489.69 | \$16,035.00 | 1 | 100 | X | 1 |
| 36 | 12100 Escondido Rd | Kingsville | 78363 | Radio Tower Storage #3 | Parks and Recreation | | \$3,549.83 | \$0.00 | 1 | 50 | X | 1 |
| 37 | 12200 Escondido Rd | Kingsville | 78363 | Concession/Restroom | Parks and Recreation | | \$104,755.28 | \$0.00 | 2 | 600 | X | 2 |
| 38 | 12200 Escondido Rd | Kingsville | 78363 | Ballfield Fence/Lights/Score Board | Parks and Recreation | | \$104,946.64 | \$0.00 | 0 | | X | 7 |
| 39 | 12200 Escondido Rd | Kingsville | 78363 | Covered Seating #1 | Parks and Recreation | | \$9,037.58 | \$0.00 | 1 | 200 | X | 3 |
| 40 | 1519 E Kennedy | Kingsville | 78363 | Brookshire Pool House | Parks and Recreation | 2014 | \$400,000.00 | \$0.00 | 1 | 3,000 | X | 2 |
| 41 | 1519 E Kennedy | Kingsville | 78363 | Brookshire Pool Fence | Parks and Recreation | 2017 | \$39,000.00 | | | | X | |
| 41 | 11050 E Escondido | Kingsville | 78363 | Office/Recreation Center | Parks and Recreation | 1958 | \$1,051,000.00 | \$45,650.00 | 1 | 5,422 | X | 1 |

City of Kingsville
WindStorm/Hail/Flood Schedule of Values & Locations
05/01/2020-05/01/2021

| ID | Address | City | Zip | Building Description | Department | Year Built | Building Value | Contents Value | # of Stories | Area | Flood Zone | Const. |
|----|----------------------|------------|-------|-------------------------|----------------------|------------|----------------|----------------|--------------|-------|------------|--------|
| 42 | 251 N 6th St | Kingsville | 78363 | Covered Pavilian | Parks and Recreation | 2012 | \$60,750.00 | \$0.00 | 1 | 2,500 | X | 1 |
| 43 | 10500 E Escondido Rd | Kingsville | 78363 | Restroom - Soccer Field | Parks and Recreation | | \$3,527.55 | \$0.00 | 1 | 250 | X | 1 |
| 44 | 10500 E Escondido Rd | Kingsville | 78363 | Covered Seating #1 | Parks and Recreation | | \$6,882.98 | \$0.00 | 1 | 1,000 | X | 3 |
| 45 | 10500 E Escondido Rd | Kingsville | 78363 | Dugout #1 | Parks and Recreation | | \$1,505.59 | \$0.00 | 1 | 200 | X | 3 |
| 46 | 10500 E Escondido Rd | Kingsville | 78363 | Dugout #2 | Parks and Recreation | | \$1,505.59 | \$0.00 | 1 | 200 | X | 3 |
| 47 | 10500 E Escondido Rd | Kingsville | 78363 | Covered Seating #2 | Parks and Recreation | | \$6,882.98 | \$0.00 | 1 | 1,000 | X | 3 |
| 48 | 10500 E Escondido Rd | Kingsville | 78363 | Dugout #3 | Parks and Recreation | | \$1,505.59 | \$0.00 | 1 | 200 | X | 3 |
| 49 | 10500 E Escondido Rd | Kingsville | 78363 | Covered Seating #3 | Parks and Recreation | | \$6,882.98 | \$0.00 | 1 | 1,000 | X | 3 |
| 50 | 10500 E Escondido Rd | Kingsville | 78363 | Dugout #4 | Parks and Recreation | | \$1,505.59 | \$0.00 | 1 | 200 | X | 3 |
| 51 | 10500 E Escondido Rd | Kingsville | 78363 | Dugout #5 | Parks and Recreation | | \$1,505.59 | \$0.00 | 1 | 200 | X | 3 |
| 52 | 10500 E Escondido Rd | Kingsville | 78363 | Dugout #6 | Parks and Recreation | | \$1,505.59 | \$0.00 | 1 | 200 | X | 3 |
| 53 | 10500 E Escondido Rd | Kingsville | 78363 | Dugout #7 | Parks and Recreation | | \$2,590.86 | \$0.00 | 1 | 200 | X | 3 |
| 54 | 10700 Hwy 77 | Kingsville | 78363 | Outside Improvements | Parks and Recreation | | \$11,002.84 | \$0.00 | 0 | | CX | 7 |
| 55 | 10700 Hwy 77 | Kingsville | 78363 | Pavilion #1 | Parks and Recreation | | \$3,979.13 | \$0.00 | 1 | 200 | CX | 3 |
| 56 | 10700 Hwy 77 | Kingsville | 78363 | Pavilion #2 | Parks and Recreation | | \$3,979.13 | \$0.00 | 1 | 200 | CX | 3 |
| 57 | 10700 Hwy 77 | Kingsville | 78363 | Pavilion #3 | Parks and Recreation | | \$3,979.13 | \$0.00 | 1 | 200 | CX | 3 |
| 58 | 11000 Hwy 77 | Kingsville | 78363 | Pavilion #1 | Parks and Recreation | | \$5,484.71 | \$0.00 | 1 | 200 | X | 3 |
| 59 | 11000 Hwy 77 | Kingsville | 78363 | Pavilion #2 | Parks and Recreation | | \$5,484.71 | \$0.00 | 1 | 200 | X | 3 |
| 60 | 11000 Hwy 77 | Kingsville | 78363 | Site Improvements | Parks and Recreation | | \$6,345.34 | \$0.00 | 0 | | X | 7 |
| 61 | 11050 Hwy 77 | Kingsville | 78363 | Pavilion #1 | Parks and Recreation | | \$6,345.34 | \$0.00 | 1 | 250 | AE | 3 |
| 62 | 11050 Hwy 77 | Kingsville | 78363 | Pavilion #2 | Parks and Recreation | | \$6,345.34 | \$0.00 | 1 | 250 | AE | 3 |
| 63 | 11050 Hwy 77 | Kingsville | 78363 | Pavilion #3 | Parks and Recreation | | \$6,345.34 | \$0.00 | 1 | 250 | AE | 3 |
| 64 | 11050 Hwy 77 | Kingsville | 78363 | Pavilion #4 | Parks and Recreation | | \$6,345.34 | \$0.00 | 1 | 250 | AE | 3 |
| 65 | 11050 Hwy 77 | Kingsville | 78363 | Pavilion #5 | Parks and Recreation | | \$7,205.96 | \$0.00 | 1 | 700 | AE | 3 |
| 66 | 11050 Hwy 77 | Kingsville | 78363 | Site Improvements | Parks and Recreation | | \$46,481.85 | \$0.00 | 0 | | AE | 7 |
| 67 | 12000 Escondido Rd | Kingsville | 78363 | Dugout #1 | Parks and Recreation | | \$1,613.93 | \$0.00 | 1 | 200 | X | 3 |
| 68 | 12000 Escondido Rd | Kingsville | 78363 | Covered Seating #1 | Parks and Recreation | | \$1,935.90 | \$0.00 | 1 | 200 | X | 3 |
| 69 | 1200 Escondido Rd | Kingsville | 78363 | Covered Seating #2 | Parks and Recreation | | \$1,935.90 | \$0.00 | 1 | 200 | X | 3 |
| 70 | 12000 Escondido Rd | Kingsville | 78363 | Dugout #2 | Parks and Recreation | | \$1,613.93 | \$0.00 | 1 | 200 | X | 3 |
| 71 | 12000 Escondido Rd | Kingsville | 78363 | Site Improvements | Parks and Recreation | | \$148,987.35 | \$0.00 | 0 | | X | 7 |
| 72 | 12000 Escondido Rd | Kingsville | 78363 | Dugout #3 | Parks and Recreation | | \$1,613.93 | \$0.00 | 1 | 200 | X | 3 |
| 73 | 12000 Escondido Rd | Kingsville | 78363 | Covered Seating #3 | Parks and Recreation | | \$2,903.65 | \$0.00 | 1 | 200 | X | 3 |
| 74 | 12000 Escondido Rd | Kingsville | 78363 | Covered Seating #4 | Parks and Recreation | | \$1,827.56 | \$0.00 | 1 | 200 | X | 3 |
| 75 | 12000 Escondido Rd | Kingsville | 78363 | Dugout #5 | Parks and Recreation | | \$1,613.93 | \$0.00 | 1 | 200 | X | 3 |
| 76 | 12000 Escondido Rd | Kingsville | 78363 | Dugout #6 | Parks and Recreation | | \$1,613.93 | \$0.00 | 1 | 200 | X | 3 |
| 77 | 12100 Escondido Rd | Kingsville | 78363 | Shop | Parks and Recreation | | \$81,631.80 | \$6,414.00 | 1 | 2,500 | X | 1 |
| 78 | 12100 Escondido Rd | Kingsville | 78363 | Site Improvement | Parks and Recreation | | \$13,584.71 | \$0.00 | 0 | | X | 7 |
| 79 | 12200 Escondido Rd | Kingsville | 78363 | Dugout #1 | Parks and Recreation | | \$4,839.75 | \$0.00 | 1 | 200 | X | 3 |
| 80 | 12200 Escondido Rd | Kingsville | 78363 | Dugout #2 | Parks and Recreation | | \$4,839.75 | \$0.00 | 1 | 200 | X | 3 |
| 81 | 12200 Escondido Rd | Kingsville | 78363 | Dugout #3 | Parks and Recreation | | \$1,505.59 | \$0.00 | 1 | 200 | X | 7 |
| 82 | 12200 Escondido Rd | Kingsville | 78363 | Dugout #4 | Parks and Recreation | | \$1,505.59 | \$0.00 | 1 | 200 | X | 3 |
| 83 | 12200 Escondido Rd | Kingsville | 78363 | Covered Seating #2 | Parks and Recreation | | \$3,784.48 | \$0.00 | 1 | 200 | X | 3 |
| 84 | 12200 Escondido Rd | Kingsville | 78363 | Storage | Parks and Recreation | | \$2,688.19 | \$0.00 | 1 | 200 | X | 1 |
| 85 | 12200 Escondido Rd | Kingsville | 78363 | Dugout #5 | Parks and Recreation | | \$1,505.59 | \$0.00 | 1 | 200 | X | 3 |

City of Kingsville
WindStorm/Hail/Flood Schedule of Values & Locations
05/01/2020-05/01/2021

| ID | Address | City | Zip | Building Description | Department | Year Built | Building Value | Contents Value | # of Stories | Area | Flood Zone | Const. |
|-----|---------------------------|------------|-------|--------------------------------------|----------------------|------------|----------------|----------------|--------------|-----------------|------------|--------|
| 86 | 12200 Escondido Rd | Kingsville | 78363 | Pressbox | Parks and Recreation | | \$2,796.53 | \$0.00 | 1 | 200 X | | 1 |
| 87 | 12200 Escondido Rd | Kingsville | 78363 | Dugout #8 | Parks and Recreation | | \$1,505.59 | \$0.00 | 1 | 200 X | | 3 |
| 88 | 1519 E Kennedy | Kingsville | 78363 | Shed | Parks and Recreation | | \$6,130.69 | \$0.00 | 1 | 200 X | | 2 |
| 89 | 1519 E Kennedy | Kingsville | 78363 | Pavilion #1 | Parks and Recreation | | \$4,732.43 | \$0.00 | 1 | 250 X | | 1 |
| 90 | 1519 E Kennedy | Kingsville | 78363 | Pavilion #2 | Parks and Recreation | | \$4,732.43 | \$0.00 | 1 | 250 X | | 1 |
| 91 | 1519 E Kennedy | Kingsville | 78363 | Pavilion #3 | Parks and Recreation | | \$9,356.51 | \$0.00 | 1 | 500 X | | 1 |
| 92 | 1519 E Kennedy | Kingsville | 78363 | Fence | Parks and Recreation | | \$7,971.41 | \$0.00 | 0 | X | | 3 |
| 93 | 2522 E Escondido | Kingsville | 78363 | Golf Clubhouse | Parks and Recreation | 2014 | \$1,131,000.00 | \$75,000.00 | 1 | 5,835 X | | 2 |
| 94 | 2522 E Escondido | Kingsville | 78363 | Golf Cart Shop | Parks and Recreation | 2014 | \$294,637.50 | \$805,000.00 | 1 | 7,500 X | | 3 |
| | 2522 E. Escondido | Kingsville | 78363 | Metal Storage Building | Parks and Recreation | 2019 | \$8,300.00 | \$5,000.00 | | 288 X | | 3 |
| 95 | 202A W Lee | Kingsville | 78363 | Community Appearance | Planning | 1935 | \$803,000.00 | \$30,000.00 | 1 | 4,144 X- Shaded | | 2 |
| 96 | 202B W Lee | Kingsville | 78363 | Recycling Center | Planning | 1985 | \$133,000.00 | \$37,375.00 | 1 | 2,600 X- Shaded | | 3 |
| 97 | 110 W Kleberg | Kingsville | 78363 | Bandstand | Planning | 2004 | \$25,312.50 | \$0.00 | 1 | 300 X | | 1 |
| 98 | 202 W Lee | Kingsville | 78363 | Pavilion | Planning | 1985 | \$1,721.25 | \$0.00 | 1 | 600 X shaded | | 3 |
| 99 | 500 E Trant Rd | Kingsville | 78363 | Stationary Siren | Police | 1998 | \$16,233.41 | \$0.00 | 0 | 0 | | 3 |
| 100 | 17th & Lee | Kingsville | 78363 | Stationary Siren | Police | 1998 | \$16,233.41 | \$0.00 | 0 | 0 | | 3 |
| 101 | Kenedy & Armstrong | Kingsville | 78363 | Stationary Siren | Police | 1998 | \$16,233.41 | \$0.00 | 0 | 0 | | 3 |
| 102 | 1700 E King Ave | Kingsville | 78363 | Law Enforcement Center | Police | 1998 | \$2,118,000.00 | \$1,545,000.00 | 1 | 11,282 X | | 4 |
| 103 | 17th & Lee | Kingsville | 78363 | Generator 275kw (\$#2307583) | Police | 2010 | \$57,484.69 | \$0.00 | 0 | 0 | | 7 |
| 104 | 1700 E King | Kingsville | 78363 | Storm Santry Monitor System | Police | | \$18,225.00 | \$0.00 | 0 | X | | 7 |
| 105 | 12100 Escondido Rd | Kingsville | 78363 | Radio Tower #2 | Police | | \$250,386.19 | \$0.00 | 0 | X | | 3 |
| 106 | 12100 Escondido Rd | Kingsville | 78363 | Radio Tower #2 | Police | | \$170,972.78 | \$0.00 | 0 | X | | 3 |
| 107 | 501 E Escondido Rd | Kingsville | 78363 | 800mz Equipment Building | Police | 2002 | \$36,652.50 | \$312,000.00 | 1 | 192 X | | 4 |
| 108 | 1300 E Corral | Kingsville | 78363 | Public Works Dept | Public Works | 1972 | \$1,834,000.00 | \$186,247.00 | 2 | 18,344 X | | 1 |
| 109 | 1300 E Corral | Kingsville | 78363 | Equipment Shed | Public Works | 2005 | \$917,000.00 | \$0.00 | 1 | 20,064 X | | 3 |
| 110 | 1300 E Corral | Kingsville | 78363 | Storage Shed | Public Works | 2012 | \$40,000.00 | \$2,000.00 | 1 | 800 X | | 3 |
| 111 | various locations | Kingsville | 78363 | Wastequip Dumpsters (600 Units) | Sanitation | 2012 | \$331,087.50 | \$0.00 | 0 | | | 7 |
| 112 | 701 N 6th St | Kingsville | 78363 | Signal Lights & Control Box | Street | 2008 | \$50,827.50 | \$0.00 | 0 | 0 | | 3 |
| 113 | 702 N Armstrong | Kingsville | 78363 | Signal Lights & Control Box | Street | 2008 | \$50,827.50 | \$0.00 | 0 | 0 X | | 3 |
| 114 | 103 E Kleberg Ave | Kingsville | 78363 | Signal Lights & Control Box | Street | 2008 | \$50,827.50 | \$0.00 | 0 | 0 X | | 3 |
| 115 | 230 S 6th St | Kingsville | 78363 | Signal Lights & Control Box | Street | 2008 | \$50,827.50 | \$0.00 | 0 | 0 X | | 3 |
| 116 | various locations | Kingsville | 78363 | Londonderry Series Light (20) | Street | 2002 | \$46,575.00 | \$0.00 | 0 | | | 7 |
| 117 | 104 E Kleberg | Kingsville | 78363 | Train Depot | Tourism | 2007 | \$353,000.00 | \$75,000.00 | 1 | 1,768 X | | 2 |
| 118 | 1501 N Hwy 77 | Kingsville | 78363 | Tourism Visitor's Center and Fencing | Tourism | 1988 | \$329,000.00 | \$50,000.00 | 1 | 2,143 X | | 1 |
| 119 | 510 E Escondido | Kingsville | 78363 | JK Northway Expo Center/Marquee | Tourism | 1972 | \$4,746,000.00 | \$200,000.00 | 1 | 57,260 X | | 3 |
| 120 | 2801 E Santa Gertrudis Dr | Kingsville | 78363 | Grit Box To 3GPM Sewer Plant | Waste Water | 1979 | \$13,061.25 | \$75,000.00 | 0 | 0 X | | 4 |
| 121 | 2801 E Santa Gertrudis | Kingsville | 78363 | N Plant Sewer Treatment | Waste Water | 1979 | \$3,189,397.28 | \$250,000.00 | 0 | 0 X | | 5 |
| 122 | 1100 E FM 1717 | Kingsville | 78363 | Cyclone Replace For 1GPM Sewer | Waste Water | 1979 | \$5,326.76 | \$0.00 | 0 | 0 | | |
| 123 | 20000 FM 1717 | Kingsville | 78363 | S Plant Sewer Pump Station | Waste Water | 1979 | \$8,606.25 | \$150,000.00 | 1 | 144 | | 4 |
| 124 | 20000 FM 1717 | Kingsville | 78363 | S Plant Sewer Treatment | Waste Water | 1979 | \$1,694,449.13 | \$250,000.00 | 0 | 0 | | 5 |
| 125 | 20000 FM 1717 | Kingsville | 78363 | S Plant UV Shed | Waste Water | 1985 | \$12,251.25 | \$350,000.00 | 1 | 684 | | 3 |
| 126 | 20000 FM 1717 | Kingsville | 78363 | S Plant Blower Building | Waste Water | 1988 | \$135,450.00 | \$550,000.00 | 1 | 603 | | 3 |

City of Kingsville
WindStorm/Hail/Flood Schedule of Values & Locations
05/01/2020-05/01/2021

| ID | Address | City | Zip | Building Description | Department | Year Built | Building Value | Contents Value | # of Stories | Area | Flood Zone | Const. |
|-----|--|------------|-------|--|------------------|------------|----------------|----------------|--------------|---------|------------|--------|
| 127 | 2801 E Santa Gertrudis Dr | Kingsville | 78363 | N Plant UV Shed | Waste Water | 1990 | \$72,000.00 | \$700,000.00 | 1 | 1,456 X | | 3 |
| 128 | 2801 E Santa Gertrudis Dr | Kingsville | 78363 | N Plant Blower Building | Waste Water | 1985 | \$162,000.00 | \$1,100,000.00 | 1 | 1,080 X | | 4 |
| 129 | 2801 E Santa Gertrudis Dr | Kingsville | 78363 | Office/Break Room | Waste Water | 1985 | \$162,000.00 | \$35,000.00 | 1 | 1,085 X | | 2 |
| 130 | 2801 E Santa Gertrudis Dr | Kingsville | 78363 | N Plant Chemical Storage Bldg | Waste Water | 1970 | \$12,000.00 | \$10,000.00 | 1 | 216 X | | 2 |
| 131 | 2801 E Santa Gertrudis Dr | Kingsville | 78363 | N Plant Employee Break Room | Waste Water | 1985 | \$33,000.00 | \$1,000.00 | 1 | 224 X | | 2 |
| 132 | 1300 E Corral | Kingsville | 78363 | Equipment Storage/North | Waste Water | 1992 | \$125,000.00 | \$0.00 | 1 | 2,562 X | | 3 |
| 133 | 1300 E Corral | Kingsville | 78363 | Equipment Storage/South | Waste Water | 2000 | \$369,000.00 | \$0.00 | 1 | 7,395 X | | 3 |
| 134 | 17th & Lee | Kingsville | 78363 | Lift Station Building | Waste Water | 2008 | \$50,000.00 | \$0.00 | 1 | 783 | | 7 |
| 135 | Trant Rd | Kingsville | 78363 | Lift Station Building | Waste Water | 2008 | \$2,000.00 | \$0.00 | 1 | 195 | | 7 |
| 136 | 2.5 Miles East on 1717 off Hwy 77 | Kingsville | 78363 | Generator 275kw | Waste Water | 2010 | \$57,484.69 | \$0.00 | 0 | 0 | | 7 |
| 137 | North Plant | Kingsville | 78363 | Generator 800kw | Waste Water | | \$151,875.00 | \$0.00 | 0 | | | 7 |
| 138 | FM 1717 | Kingsville | 78363 | Generator 150kw | Waste Water | | \$75,937.50 | \$0.00 | 0 | | | 7 |
| 139 | 20000 FM 1717 | Kingsville | 78363 | S Plant Portable Office Bldg | Waste Water | 1979 | \$10,000.00 | \$1,000.00 | 1 | 260 | | 1 |
| 140 | 20000 FM 1717 | Kingsville | 78363 | Portable Office/Equip Bldg | Waste Water | 1990 | \$10,000.00 | \$1,000.00 | 1 | 350 | | 1 |
| 141 | 811 Santiago Park Ln | Kingsville | 78363 | Maintenance Bldg/Lift Station/Storage | Waste Water | 1980 | \$10,000.00 | \$15,000.00 | 1 | 1,323 X | | 3 |
| 142 | 2801 E Santa Gertrudis Dr | Kingsville | 78363 | Lab/Office | Waste Water | 2008 | \$15,000.00 | \$80,000.00 | 1 | 1,350 X | | 4 |
| 143 | 1100 E FM 1717 | Kingsville | 78363 | Lift Station | Waste Water | 1979 | \$66,150.00 | \$20,000.00 | 0 | X | | 7 |
| 144 | Sage & Hwy 77 | Kingsville | 78363 | Lift Station | Waste Water | 2000 | \$263,000.00 | \$25,000.00 | 0 | | | 7 |
| 145 | 2612 S Hwy 77 | Kingsville | 78363 | Lift Station | Waste Water | 2000 | \$40,450.00 | \$30,000.00 | 0 | X | | 7 |
| 146 | Farm Rd 3320 | Kingsville | 78363 | Lift Station | Waste Water | 2000 | \$8,000.00 | \$30,000.00 | 0 | | | 7 |
| 147 | May St | Kingsville | 78363 | Lift Station | Waste Water | 2000 | \$10,500.00 | \$30,000.00 | 0 | | | 7 |
| 148 | South Creek Subdivision | Kingsville | 78363 | Lift Station | Waste Water | 2000 | \$10,500.00 | \$30,000.00 | 0 | | | 7 |
| 149 | Carlos Truan | Kingsville | 78363 | Lift Station | Waste Water | 2000 | \$10,500.00 | \$30,000.00 | 0 | | | 7 |
| 150 | 2801 E Santa Gertrudis Dr | Kingsville | 78363 | Polymer Building | Waste Water | 2008 | \$10,500.00 | \$70,000.00 | 1 | 36 X | | 1 |
| 151 | 2801 E Santa Gertrudis Dr | Kingsville | 78363 | (6) Aluminum Lighting Poles | Waste Water | 1980 | \$10,500.00 | \$0.00 | 0 | X | | 3 |
| 152 | 1200 E General Cavazos Blvd (Well #20) | Kingsville | 78363 | Morgan Tool Shed | Water Production | 2010 | \$75,500.00 | \$0.00 | 1 | 336 X | | 1 |
| 153 | 5th And Ave C | Kingsville | 78363 | Pump House/Water Well/Telemetry/Chlorina | Water Production | 1996 | \$50,000.00 | \$280,400.00 | 1 | 324 | | 4 |
| 154 | 5th And Ave C | Kingsville | 78363 | 64K gal Ground Storage Tank (Well 22) | Water Production | 2015 | \$12,000.00 | \$0.00 | 0 | 0 | | 3 |
| 155 | Kenedy and Armstrong | Kingsville | 78363 | 500k gal Elevated Tank/Telemetry | Water Production | 1956 | \$300,000.00 | \$9,000.00 | 0 | 0 | | 3 |
| 156 | 12th & Kenedy St | Kingsville | 78363 | 500k gal Elevated Tank/Telemetry | Water Production | 1956 | \$1,511,561.25 | \$9,000.00 | 0 | 0 X | | 3 |
| 157 | 1100 E General Cavazos | Kingsville | 78363 | Pump House/Water Well/Booster Pump/Telem | Water Production | 1977 | \$554,951.25 | \$168,000.00 | 1 | 507 X | | 4 |
| 158 | 1100 E General Cavazos | Kingsville | 78363 | 212k gal Ground Water Tank | Water Production | 2002 | \$163,620.00 | \$0.00 | 0 | 0 X | | 3 |
| 159 | 1100 E General Cavazos | Kingsville | 78363 | 1M gal Elevated Water Tank | Water Production | 1994 | \$2,576,306.25 | \$0.00 | 0 | 0 X | | 3 |
| 160 | 3rd & Caesar | Kingsville | 78363 | Pump House/Water Well/Chlorinator | Water Production | 1994 | \$231,440.00 | \$303,463.00 | 1 | 403 X | | 4 |
| 161 | 3rd & Caesar | Kingsville | 78363 | 2M gal Ground Water Tank (Well 21) | Water Production | 1951 | \$1,378,392.50 | \$0.00 | 0 | 0 X | | 3 |
| 162 | 8th And Henrietta | Kingsville | 78363 | Pump House/Water Well/Telemetry/Chlorina | Water Production | 1987 | \$200,000.00 | \$76,810.00 | 1 | 1,350 X | | 4 |
| 163 | 8th And Henrietta | Kingsville | 78363 | 212k gal Ground Water Tank (Well 19) | Water Production | 1987 | \$163,620.00 | \$0.00 | 0 | 0 X | | 3 |

City of Kingsville
WindStorm/Hail/Flood Schedule of Values & Locations
05/01/2020-05/01/2021

| ID | Address | City | Zip | Building Description | Department | Year Built | Building Value | Contents Value | # of Stories | Area | Flood Zone | Const. |
|-----|--------------------------|------------|-------|--|------------------|------------|-----------------|-----------------|--------------|------|------------|--------|
| 164 | 1131 W Kenedy | Kingsville | 78363 | 84k gal Ground Storage Tank | Water Production | 2000 | \$189,000.00 | \$0.00 | 0 | 0 | X | 3 |
| 165 | 101 Sage Rd | Kingsville | 78363 | Portable Enclosure(2) Ammonia Tanks | Water Production | 2001 | \$2,632.50 | \$123,483.00 | 0 | 0 | X | 7 |
| 166 | General Cavazos & 6th St | Kingsville | 78363 | 84k gal Ground Water Tank | Water Production | 1975 | \$79,481.25 | \$0.00 | 0 | 0 | | 3 |
| 167 | 2602 S 6th St | Kingsville | 78363 | Pumphouse/Well #23/Telemetry/Chlorinator | Water Production | 2008 | \$601,222.50 | \$385,000.00 | 1 | 324 | X | 4 |
| 168 | 2602 S 6th St | Kingsville | 78363 | 85K gal Ground Water Tank | Water Production | 2008 | \$130,000.00 | \$0.00 | 0 | 0 | X | 3 |
| 169 | 2602 S 6th St | Kingsville | 78363 | Portable Polymer Building | Water Production | 2008 | \$1,721.25 | \$0.00 | 1 | 36 | X | 1 |
| 170 | 13th St & Kenedy St | Kingsville | 78363 | Entire Water Well #24/Telemetry | Water Production | 2010 | \$138,667.00 | \$385,000.00 | 0 | | X | 7 |
| 171 | 13th St & Kenedy St | Kingsville | 78363 | 85k gal Ground Water Tank | Water Production | 2010 | \$81,506.25 | \$0.00 | 0 | | X | 3 |
| 172 | 5th And Ave C | Kingsville | 78363 | Fence | Water Production | 1996 | \$5,265.00 | \$0.00 | 0 | 0 | | 3 |
| 173 | 1100 E General Cavazos | Kingsville | 78363 | Fence | Water Production | 1977 | \$2,961.56 | \$0.00 | 0 | 0 | X | 3 |
| 174 | 3rd & Caesar | Kingsville | 78363 | Fence | Water Production | 1994 | \$5,062.50 | \$0.00 | 0 | 0 | X | 3 |
| 175 | 3rd & Caesar | Kingsville | 78363 | Portable Building | Water Production | 2001 | \$6,885.00 | \$25,000.00 | 1 | 392 | X | 1 |
| 176 | 6th And Henriotta | Kingsville | 78363 | Fence | Water Production | 1967 | \$30,000.00 | \$0.00 | 0 | 0 | X | 3 |
| 177 | 1131 W Kenedy | Kingsville | 78363 | Pump House Building | Water Production | 1962 | \$1,215.00 | \$58,054.00 | 1 | 180 | X | 1 |
| 178 | 1131 W Kenedy | Kingsville | 78363 | Fence | Water Production | 1982 | \$1,986.53 | \$0.00 | 0 | 0 | X | 3 |
| 179 | 2602 S 6th St | Kingsville | 78363 | Fence | Water Production | 2008 | \$7,087.50 | \$0.00 | 0 | 0 | X | 3 |
| 180 | 309 N 6th St | Kingsville | 78363 | Storage Building #1 | Water Production | 1985 | \$1,923.75 | \$0.00 | 1 | 180 | X | 1 |
| 181 | 13th St & Kenedy St | Kingsville | 78363 | Fence | Water Production | 2010 | \$7,087.50 | \$0.00 | 0 | | X | 3 |
| 182 | 13th St & Kenedy St | Kingsville | 78363 | Polymer Building | Water Production | 2010 | \$1,518.75 | \$0.00 | 1 | 144 | X | 4 |
| | | | | Business Income | | | \$250,000.00 | | | | | |
| | | | | Extra Expense | | | \$250,000.00 | | | | | |
| | | | | Outdoor Trees & Shrubs | | | \$250,000.00 | | | | | |
| | | | | Traffic Signals-various locations | | | \$250,000.00 | | | | | |
| | | | | IT Assets | | | \$1,231,680.00 | \$10,799,962.00 | | | | |
| | | | | Police Department IT Assets | | | \$951,956.00 | | | | | |
| | | | | | | | \$49,252,445.07 | \$10,799,962.00 | | | | |

TERMS & CONDITIONS

Terms and conditions include but are not limited to:

- Flood- Maximum NFIP, whether purchased or not, for Locations in Zones prefixed with A or V within Zone B, X500 or X-Shaded; Plus \$100,000 Per Occ
- Percent Deductibles are Per Occurrence, Per Building or Structure
- All Buildings with outstanding damage are excluded.
- Pre Existing Damage Exclusion Endorsement
- Exclusion of Certified Acts of Terrorism (Can be purchased for additional premium of \$12,475)
- Coverage Excludes all damage directly or indirectly caused by Named Storm in existence upon receipt of written request to bind

SUBJECT TO

- Warrant No losses last 5 years on properties to be covered unless specified in Property Application
- Signed Property Application (SOV)
- Signed Flood Notice
- Signed TRIA Disclosure Notice
- Roof Coverings to be ACV if originally installed or last fully replaced prior to 2005

AGENCY INTRODUCTION

At Carlisle Insurance, whether it is for yourself, your business or both, we take pride in providing a personalized plan to give you the right coverage now to provide peace of mind in the future. We understand what it means to be proud of what you have, and how important it is to know that it is protected. We are proud to offer the strength to protect you when you need it most, the security of a plan tailored to your needs, and the stability of an enduring insurance agency.

Since 1925 Carlisle Insurance has provided clients with protection through any obstacle. We have grown our business to operate in multiple locations and continue to offer quality protection to meet the growing needs of those who count on us. At Carlisle Insurance we view ourselves as more than a Corpus Christi insurance agency; we are a family of professionals who **Take Pride** in our commitment to covering what matters most to you.

We pride ourselves on certified employees you can trust to have the skills and experience to find the right plan for you and your company. We believe it is important to take the extra effort and make sure our employees are some of the most educated and most prepared to handle your business. Whether it is our producers or service representatives, our team members are committed to identifying the right coverage for your business, your home and your life.

We **Take Pride** in our ability to cover your business and your needs so you can be ready for what could happen next. As a long-standing company, the Carlisle Insurance family knows what it takes to be successful and we will continue to work towards that success with pride to serve you in the future. When you trust in Carlisle Insurance, you trust in coverage you can be proud of.

HURRICANE RECOVERY PLAN

We have developed a disaster plan for our agency to assist our clients at the time of loss. The plan uses a two level approach. The following lists the highlights.

- **YOUR DATA IS PROTECTED.** Our client information, including information on your property locations and coverage, is mirrored off site daily and it is backed up to tape which is removed to an off-site location.
- **LEVEL ONE DISASTER.** In case of a disaster or evacuation affecting one of our offices, the fax and phone lines will be rerouted to one of our other three offices in South Texas. Any of our offices can handle the operations for any other office.
- **LEVEL TWO DISASTER.** In case of a large scale or prolonged disaster we have partnered with Agility Recovery Solutions (www.agilityrecovery.com), a national disaster recovery company, to get us up and going very soon after a disaster. They had an excellent track record of providing service after the Katrina and Rita hurricanes. Within 48 hours after the disaster, Agility Recovery will bring in trailers, computers, satellite data and phone connections and generators to create a fully functional office. The fax and phone lines will be rerouted through the satellite connections to enable seamless communication with our clients.



**WE ENCOURAGE YOU TO DEVELOP A DISASTER RECOVERY PLAN FOR YOUR BUSINESS.
THE FOLLOWING ARE USEFUL LINKS:**

- For information on safety tips, contact the Institute for Business and Home Safety at www.disastersafety.org
- For up to date tracking of approaching hurricanes access the National Oceanographic & Atmospheric Administration at www.noaa.gov
- For road conditions including status of hurricane evacuation routes go to www.txdot.gov

PROPERTY INCLUDING WINDSTORM

Company Certain Underwriters at Lloyds
 A.M. Best's Rating: A XV
 Policy Term: 05/01/2020 - 05/01/2021

COVERAGE LIMITS

| LOCATION | BUILDING | BUSINESS PERSONAL PROPERTY | BUSINESS INCOME INCLUDING EXTRA EXPENSE | MISCELLANEOUS |
|---|--------------|-------------------------------|--|---------------|
| All Scheduled Locations- Per Attached Schedule | \$42,821,088 | \$12,748,354 | \$500,000 | \$3,982,962 |

COVERED PROPERTY – SEE ATTACHED SCHEDULE

COVERAGE TERMS

| | |
|--------------------------------|---|
| Flood Limit | \$2,500,000 Per Occ & in Annual Aggregate Except; \$1,000,000 Per Occ and in Annual Aggregate for locations in Zones A & V |
| Deductible- All Other Perils | \$ 10,000 Per Occurrence |
| Named Storm Deductible | 2% Min \$100,000 Per Occurrence, Per Bldg or Structure |
| All Other Wind/Hail Deductible | \$100,000 Per Occurrence |
| Wind Driven Rain Precipitation | 2% Min \$100,000 Per Occurrence, Per Bldg or Structure |
| Deductible- Flood | \$100,000 Per Occurrence Maximum NFIP whether purchased or not, for locations in Zones Prefixed with A or V or within Zone B, X500, or X-shaded; Plus \$100,000 Per Occ |
| Deductible- Earthquake | \$25,000 Per Occurrence |
| Business Income Term | Actual Loss Sustained |
| Causes of Loss Form | Special |
| Valuation | Replacement Cost |
| Coinsurance | NIL |
| Ordinance & Law | See Form |

****Optional Named Storm Deductible of 1% Per Occ, Per Bldg or Structure, Min \$100,000***
 \$288,641.76 Including Taxes and Fees**

| | | |
|---------------------------------|-----------|-------------------|
| Premium | \$ | 254,397.00 |
| Inspection Fee | \$ | 3,000.00 |
| Taxes | \$ | 12,483.80 |
| Fees | \$ | 386.10 |
| Estimated Annual Premium | \$ | 270,266.90 |
| Minimum Earned | \$ | 92,038.95 |
| Minimum Annual Premium | \$ | 270,266.90 |

Sub limits

| COVERAGES | LIMITS |
|---|---|
| Earth Movement | \$5,000,000 Per Occ & Annual Agg for All Locations Combined |
| Accounts Receivable | \$2,000,000 |
| Civil or Military Authority; the lesser of | 30 Days Max/\$1,000,000 |
| Contingent Time Element; the lesser of | 60 Days Max/\$1,000,000 |
| Contractors Equipment; Unscheduled: Owned, leased, rented or borrowed | \$250,000 |
| Any One Item | \$25,000 |
| Course of Construction | \$250,000 |
| Course of Construction Soft Costs | \$25,000 |
| Debris Removal; the lesser of | 25%/\$5,000,000 |
| Electronic Data & Media | \$1,000,000 |
| Errors or Omissions | \$100,000 |
| Extended Period of Indemnity | 180 Days |
| Extra Expense/Expediting Expense | \$1,000,000 |
| Fine Arts | \$500,000 |
| Fire Brigade Charges | \$250,000 |
| Fungus, Mold, Mildew, Spores, Yeast | \$100,000 (Per Occ/Annual Aggregate) |
| Ingress/Egress | 30 Days max \$1,000,000 |
| Leasehold Interest | \$100,000 |
| Limited Pollution Coverage | \$100,000 Annual Aggregate |
| Lock Replacement | \$25,000 |
| Miscellaneous Unnamed Locations | \$500,000 |
| Newly Acquired Property | 90 Days max \$1,000,000 |
| Ordinance or Law- Coverage A | Included in Building Limit |
| Ordinance or Law- Coverage B&C | 20% Per Bldg, max \$1M Per Occ |
| Ordinary Payroll | 60 Days |
| Plants, Lawns, Trees or Shrubs | \$100,000 |
| Any One Plant, Lawn, Tree or Shrub | \$25,000 |
| Professional Fee | \$250,000 (Annual Aggregate) |
| Reclaiming, restoring or repairing land improvements | \$25,000 |
| Reward Reimbursement | \$25,000 |
| Royalties | \$25,000 |
| Service Interruption (72 Hour Qualifying Period) | \$500,000 |
| Spoilage | \$100,000 |
| Time Element Monthly Limitation | 1/12 th Monthly |
| Transit | \$100,000 |
| Underground Pipes, Flues & Drains | \$50,000 |
| Valuable Papers & Records | \$2,000,000 |
| Sinkhole Loss Extension | As Per Schedule |
| Cyber Suite | \$100,000 (Annual Aggregate) |

Sub limits- Continued

| COVERAGES | LIMITS |
|---------------------------------------|------------------------------------|
| Wind Driven Precipitation | \$250,000 Per Occ/Annual Aggregate |
| Back-up of Sewers and Drains | Included |
| Outdoor Property | Included |
| Personal Effects & Property of Others | Included |
| Mobile Equipment | \$1,000,000 |
| Owned Mobile Equipment- Off Premises | \$500,000 |
| Equipment Breakdown | \$50,000,000 |

PREMIUM SUMMARY

| POLICY | 2019-2020 | 2020-2021 |
|----------|--------------|--------------|
| Property | \$229,967.85 | \$270,266.90 |
| Total | \$229,967.85 | \$270,266.90 |

Payment Terms:

1. Payment in full made out to Carlisle Insurance Agency, Inc.
2. Finance Note - down payment made out to Carlisle Insurance Agency, Inc.
3. Direct Bill - Company will issue an invoice separately for (payment terms) on (list policies).

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries, call your customer service representative.

This insurance proposal is based on information provided. Coverage descriptions are abbreviated and not all available coverages may have been included. The actual policy contains all of the terms and conditions. If there is a conflict between this proposal and the policy, the policy provisions shall prevail.

INSURED SIGNATURE

PRINTED NAME

DATE

City of Kingsville
2020-2021 All Risk Property Insurance Renewal

| | Expiring Policy | Renewal Policy |
|---|--|---|
| Total Insured Values | | |
| Property | \$42,629,400 | \$42,821,008 |
| Contents | \$11,108,568 | \$12,748,354 |
| Coverages | | |
| Named Storm | Yes | Yes |
| Windstorm | Yes | Yes |
| Hail | Yes | Yes |
| Flood | Yes | Yes |
| Wind Driven Rain Precipitation | Yes | Yes |
| Fire | Yes | Yes |
| Earthquake | Yes | Yes |
| Equipment Breakdown | Yes | Yes |
| Coverage Limits | All Scheduled Locations As per Schedule | All Scheduled Locations As per Schedule |
| Deductibles | | |
| Named Storm | \$25,000 per occurrence | 2% min per building Subject to \$100,000 per occurrence |
| Windstorm | \$25,000 per occurrence | \$100,000 per occurrence |
| Hail | \$25,000 per occurrence | \$100,000 per occurrence |
| Flood | \$100,000 per occurrence | \$100,000 per occurrence |
| Wind Driven Rain Precipitation | \$25,000 per occurrence | 2% min per building Subject to \$100,000 per occurrence |
| Fire | \$10,000 per occurrence | \$10,000 per occurrence |
| Earthquake | \$25,000 per occurrence | \$25,000 per occurrence |
| Equipment Breakdown | \$10,000 per occurrence | \$10,000 per occurrence |
| Premium including fees & taxes | \$229,967.85 | \$270,266.90 plus \$40,229.05 |

City of Kingsville
2020-2021 All Risk Property Insurance Renewal
Deductible Structure Examples

Examples provided by Chase Carlisle

Here two examples to illustrate the new deductible structure for Named Storms and all Other Windstorm including Hail:

Example #1: Named Storm (Hurricane or Tropical Storm) - CAT 3

*Deductible is 2% per building subject to \$100,000 per occurrence

- Damage to City Hall (Scheduled Value of Building & Contents \$5,532,000)
- Municipal Building (Scheduled Value of Building & Contents \$2,942,540)
- City Hall- Damage of \$250,000- 2% deductible= \$110,640
- Municipal Building- Damage of \$100,000- 2% Deductible= \$58,850
- Total Deductible applied to loss= \$169,490 *\$100,000 minimum per occurrence has been met
- Payout by Insurer:
 - City Hall= \$250,000 - \$110,650 = \$139,360
 - Municipal Building= \$100,000 - \$58,850 = \$41,150

Example #2: Hail Storm

*All Other Wind/Hail Deductible is \$100,000 per occurrence

- Damage to City Hall (Scheduled Value of Building & Contents \$5,532,000) and Municipal Building (Scheduled Value of Building & Contents \$2,942,540)
- City Hall- Damage of \$50,000
- Municipal Building- Damage of \$30,000
- Total Loss = \$80,000
- Payout:
 - City Hall= \$0
 - Municipal Building= \$0
- * \$100,000 per occurrence was not met (\$20,000 short)
- Payout by insurer is \$0

AGENDA ITEM #5

City of Kingsville
Human Resources Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: David Solis, Risk Manager (HR Department)

DATE: April 17, 2020

SUBJECT: Proposed Resolution to Amend Policy 881.00 Emergency Services Policy

Summary:

A resolution is presented to amend Policy 881 Emergency Services Policy by updating and clarifying language contained in the policy.

The attached document includes the revisions to the policy. Items to note include:

- **Section III Application**
 - Replacing and expanding “hurricane” with “severe weather events including tropical systems” for more accuracy
- **Section V Readiness Conditions**
 - **Subsection E - Essential Services Phase (4)**
 - Clarification of authorized shelters for City Employees of the Emergency Operations Pool
 - **Subsection F – Return-to-Duty Phase**
 - Clarifying notification time for Employees to notify supervisor of inability to report to work after the emergency has passed. Employees must notify supervisor of inability to report to work on or before the employee’s shift begins and removes the “in no case later than 4 hours after the time the employee’s shift begins.”
- **Section VI Responsibilities**
 - **Subsection F – Shelter Coordination & Communication with Employees**
 - Updated language to include reviewing all applicable inter-local agreements by not limiting review to KISD inter-local agreement



City of Kingsville
Human Resources Department

- **Section VII Waivers**

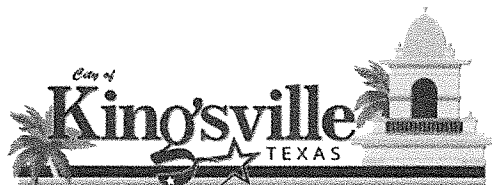
- o Adding statement "Due to work duties, not all employees may be eligible for waivers."
The only guarantee of a waiver is for those employees unable to perform the essential functions of their respective jobs.

Background:

The Emergency Services Policy was originally titled Bad Weather Policy implemented on July 9, 2001. The policy was subsequently revised on August 28, 2006 and again with minor modifications on April 24, 2017.

Financial Impact: None

Recommendation: To amend Policy 881.00 Emergency Services Policy as presented by staff.



POLICY NO. 881.00 EMERGENCY SERVICES POLICY

I. Purpose

The citizens of Kingsville depend on City employees before, during, and after emergency events or disasters to provide quality customer service in the restoration of essential public services required to maintain the health, safety, and quality of life for our community. City employees demonstrate pride and a commitment to quality customer service by ensuring a continuation of public services during the essential periods of every emergency or disaster. This policy sets out responsibilities of City employees before, during, and after emergency events or disasters to ensure that City employees function as a team in restoring City services.

II. Scope

This policy applies to all City employees who in the course and scope of their employment provide services for the benefit of the general public during emergency situations threatening the safety of the citizens of Kingsville. All City jobs descriptions are hereby considered essential and are amended to require current City employees to provide services in the course and scope of their employment for the benefit of the general public during emergency situations threatening the safety of the citizens of Kingsville.

III. Application

This policy will be in effect whenever the City Manager, or designee, in accordance with the City Emergency Preparedness Plan (prepared by the Emergency management Coordinator (EMC)), declares that emergency conditions warrant it, either in preparation for, or as a reaction to, one or more disastrous events such as: a civil disturbance, severe weather events including tropical systems, hurricane, tornado, earthquake, flood, ice storm, fire, chemical accident including a hazardous material spill by vehicle truck or rail, possible public exposure to hazardous conditions, or other disasters threatening the safety of the citizens of Kingsville.

IV. Position Designation And Responsibilities

All employees of the City of Kingsville hold essential services positions and, as part of the City's Emergency Response Team, provide services in the course and scope of their employment for the benefit of the general public during emergency situations threatening the safety of the citizens of Kingsville. All city employees may be required to work immediately before, during, or immediately after an emergency or disaster as required by the circumstances, unless a waiver is requested and approved as per section VII of this policy for eligible employees.

V. Readiness Conditions

The procedures of the Emergency Services Policy will correspond to the increased readiness actions in the Emergency Preparedness Plan. The City Manager or designee will notify departments of any change in readiness conditions. Hazardous conditions include, but are not limited to, one or more disastrous events.

Basic Readiness Ongoing Phase – Customer Service and responsiveness is the daily job of all City employees. Employees of the City of Kingsville are responsible to the citizens of Kingsville for providing for their safety, health and welfare in the event of an emergency or disaster.

- A. **Basic Readiness Phase** - requires City employees to know their functions and responsibilities in a disaster. City management will maintain minimal basic emergency response equipment and supplies as required of the applicable department.

Department Directors will review policies and procedures with all employees on or before May 15th of each year. The Department Director, or designee, will (a) review with each employee the Emergency Services Policy, (b) obtain signed and correctly completed Acknowledgement Forms (attached), and (c) verify that each employee has an up-to-date Employee Identification Card. Completed and signed Acknowledgement Forms shall be forwarded to the EMC and Human Resource Department

- B. **Increased Awareness Phase (Readiness Condition 4)** - A higher degree of readiness is needed than is normally present. The condition can occur at any moment due to the probability of a hazardous condition. This condition will automatically be in effect during hurricane season, June 1 through November 30.

The EMC or deputy EMC signee (Risk Manager) will initiate general increased readiness activities.

The Department Directors will review their respective Standard Operating Procedures and advise the EMC of any changes.

Department Directors will ensure personnel are aware of readiness conditions.

A Department Directors may set a higher condition anytime when considered necessary (with the permission of the City Manager or designee). Departments will notify the EMC when setting a higher readiness condition. In circumstances involving law enforcement, the Police Chief may set a higher condition anytime when considered necessary and will notify the City Manager or EMC as appropriate.

- C. **Watch Phase (Readiness Condition 3)** – Indicates the existence of a potential danger that could develop into a hazardous condition requiring a higher degree of readiness than Condition 4, but is not an immediate threat to life or property. The hazardous condition has the probability of requiring moving into Readiness Condition 2.

Department Directors will conduct briefings with their staff and check readiness of equipment, supplies and facilities. Departments should correct deficiencies and begin securing equipment and property.

Supervisors will review policies and procedures with City employees. The reviews will address work schedules, special equipment availability, notification of last minute changes, and the process to be used to contact employees after shift hours and on weekends.

Employees will review procedures with their families and inform them of the probability of Readiness Condition 2 and make final arrangements. It is the responsibility of the employee to be ready for Readiness Condition 2.

Supervisors and employees will be allowed to secure their homes and belongings during this Phase as approved by the Department Director, or designee, by taking sick or vacation leave.

- D. **Warning Phase – (Readiness Condition 2)** - A situation has definite characteristics of becoming hazardous, and there is significant probability of injury and/or property damage.

The City Manager will declare that the Emergency Services Policy is in effect.

City Property will be secured and protected.

Other necessary actions will be taken as required by the Emergency Operating Plan (EOP) and departmental Standard Operating Procedures (SOP). A decision will be made whether to activate the Emergency Operations Center (EOC). Key members of the EOC will be notified and a briefing meeting will be held.

The Phase will begin at the same time throughout the City, but it may end at different times in different departments.

Employees will remain at work until dismissed by their supervisor in accordance with the department's operational demands or Standard Operating Procedure.

The City will take the necessary steps to safely accommodate on-duty personnel during the emergency event as needed.

Approved Leave Reassessed:

Department Directors will reassess on a case-by-case basis all approved vacation leave requests for employees who are off duty on vacation or personal leave at the time the Emergency Services Policy is activated (Warning Phase) and will use discretion in deciding to cancel, re-approve, or reschedule the leave.

Employees who are scheduled for approved vacation or personal leave running concurrently with the time for activation of the Emergency Services Policy (Warning Phase) will have such leave automatically cancelled. At the discretion of the Department Director, such leave may be rescheduled or re-approved on a case-by-case basis based on individual circumstances and operational needs.

Employees who are on approved leave and are outside the city limits of the City of Kingsville, upon learning of the Mayor, or City Manager, or designee, opening the Emergency Operations Center (EOC), are responsible for calling in to their Department Directors, or designees, at the applicable department or the Emergency Operations Center. Based on circumstances, the Department Director may use discretion to cancel or re-approve such leave.

If the employee is out of state or country, and does not learn of the opening of the Emergency Operations Center from available media, he/she will not know to call in. Under such circumstances the employee's approved leave will not be cancelled.

- E. **Essential Services Phase – (Readiness Condition 1)** - A hazardous condition is imminent or has occurred. threatening the safety of Kingsville's citizens will result in declaration of Readiness Condition 1.

1. ***The availability of City employees to work is necessary for the benefit of the general public immediately before, during, and/or immediately after the emergency. Depending on availability of adequate***

~~emergency shelters. Essential Employees will not be authorized to evacuate should an evacuation order be issued in accordance with Chapter 22 of the Texas Labor Code unless they have requested and received an approved Waiver Form.~~

2. Upon an evacuation order being issued in accordance with State law, employees who have been granted approved waivers shall be released from duty and may evacuate the City. Employees with approved waivers who evacuate the City are responsible for reporting back to work in compliance with the Return-to-Duty Phase of this Policy.
 3. Shifts during the Essential Services Phase may be established per departmental needs at the discretion of the Department Director. Employees who are listed in the Departmental Operations Pool must provide phone numbers, ~~pag~~ers, addresses, or other information to their Department Director where the employee can be contacted prior or during an emergency. The Department Director shall list the employees contact information on the Departmental Operations Pool form. Employees who need to request a waiver will be responsible for complying with deadlines and waiver request procedures as outlines in Section VII of this policy.
 4. Shelters: The Emergency Management Coordinator (EMC) or designee, will communicate to Department Directors, or designees, the locations of authorized shelters for City Employees who are on the Emergency Operations Pool, during the Essential Services Phase of this policy. Shelters for staff of the Emergency Operations Pool may only be available if safety permits. Shelters for designated employees will only be opened if it is safe to do so. Severe weather events may warrant locating a shelter out of the Kingsville area and out of harm's way. Families of employees are strongly encouraged to evacuate with the general public when an evacuation order is issued. See "Shelter and Mass Care" in the Emergency Operating Plan for additional details.
- F. **Return-to-Duty Phase** - By reporting to duty as directed, each employee meets his/her responsibility to work with other City employees as a team in restoring the community to normal service levels following a disaster.

Following the announcement of the Return-to-Duty Phase by City Officials, employees who remained in local shelter, or sheltered-in-place in their homes, or evacuated (waiver approved status only) will report to work at the start of the next normal shift unless otherwise directed to call in or report sooner.

Waivers are granted only for the Essential Services Phase of an emergency and/or disaster. **Employees who receive an approved waiver are still required to work before and after an emergency events and/or disaster.**

Employees who cannot report at the start of the next normal shift must call in, or otherwise contact their supervisor, or designee, at or before the time the employee's shift begins, ~~or in no case later than 4 hours after the time the employee's shift begins.~~

Employees must make every attempt within reason to contact their supervisor, or designee, to report their inability to report to work and request authorized leave.

Mitigating circumstances prohibiting the employee from calling in, or reporting to duty at the next normal shift, will be considered on a case-by-case basis based on the facts of each circumstance.

Failure of employees to call in or otherwise contact their supervisor, or designee, will result in the leave being designated "unauthorized without pay", and subject the employee to disciplinary action up to and including termination of employment depending on the circumstances and if such action is approved by the Human Resource Director and City Manager. Note: Fire and Police civil service personnel investigations and disciplinary actions are governed by Texas Local Government Code Chapter 143 and by any collective bargaining agreements.

Employees should contact their supervisor to obtain information on the Return-to Duty Phase.

VI. Responsibilities

- A. City Manager and Department Directors:

1. It is the shared responsibility of the City Manager and Department Directors to communicate the implementation of the Emergency Services Policy to City Employees.
2. Supervisory Staff is to call the Emergency Operations Center (EOC) for duty assignments upon becoming aware of an announcement by the Mayor, City Manager, or designees, of the EOC's activation.
3. On or before April 30th of each year, the Department Director will meet with assigned personnel and train employees on the content of the Emergency Services Policy, as last revised, and secure a signed Acknowledgement Form from each employee stating he/she has had an opportunity to ask questions on the Policy and understand his/her responsibilities.
4. The Department Director will provide the EMC or designee a completed "Emergency Services Employee Departmental List" form with employee names with designated employee assignments, such as:
 - a. Emergency Operations Pool (Employees shall remain throughout the emergency before, during, and after the emergency);
 - b. Emergency Operations Center (EOC) (command and general staff);
 - c. Departmental Operations Pool (Employees shall be available to assist before/after the emergency and are subject to work upon request); and
 - d. Approved waiver request.

5. Employees designated as members of the Emergency Operations Pool are subject to task assignments as needed immediately before, during, or immediately after the emergency based on operational necessity, including, but not limited to, shelter management and support; telephone bank; bus evacuation assistance, etc. A copy of the Emergency Services Employee Departmental List will be forwarded to EMC with a copy to the Risk Manager.

EMC or designee will assign individuals from departmental lists to perform specific functions immediately before, during or immediately after the emergency.

If employee names on this list have not been assigned to a work assignment, then these employee names will stay in the "Department Operations Pool" and will remain available to assume work assignments as needed immediately before, during, or immediately after the emergency. "Pool status" must be documented on the Employee Departmental List in the column by each employee's name.

Employees who are designated to assist as needed immediately after the emergency will be instructed on when and where to report for duty upon announcement of the Return-to-Duty Phase.

Employees who are granted an approved waiver will be instructed on when to report to duty upon announcement of the Return-to-Duty Phase.

Department Directors are responsible for releasing employees with approved waivers at the time evacuation is ordered for the public under Chapter 22 of the Texas Labor Code to enable the employee to evacuate. Waivers are granted only for the Essential Services Phase of an emergency and/or disaster. Employees who receive an approved waiver are still required to work before and after an emergency and/or disaster and comply with the Return-to-Duty Phase when announced by City officials.

6. Prior to April 30th of each year, the Department Director is responsible for development and implementation of a process for communicating with employees (through use of a Communications "Tree" or Chart) whereby employees can be called in to work after normal shift hours and on weekends. The "Communication Tree" needs to clearly designate the persons responsible for calling assigned groups of employees to report to duty under this Policy.
7. Upon receipt of work assignments provided by EMC or designee for departmental employees, the Department Director is responsible for ensuring that employees are aware of their individual responsibilities under this Policy.
8. The City Manager will have final decision-making authority over disputed waiver request, which have been reviewed & ruled on by the three (3) member Review Committee.
9. Department Director or designees shall ensure that all City job descriptions and Vacancy Notification state that City employees are required to provide services in the course and scope of their employment for the benefit of

the general public during emergency situations ~~that threatening~~ the safety of Kingsville's citizens. The only exception to this requirement is when a waiver is requested and approved under this policy.

10. *Department Directors shall ensure that all employees assigned to them have a City of Kingsville Employee Identification Card (provided by the Human Resource Department) before the beginning of Hurricane Season, June 1 of each year.*
11. Department Directors or designees will document all hours worked by non-exempt and exempt personnel including their assignments and forward the information to the EOC Finance Section, if activated.

B. Supervisors

1. Supervisors are responsible for the support and implementation of this Policy in a consistent and fair manner. Supervisors are responsible to their Department Directors for documentation, reporting potential violations of this Policy by employees, assisting with fact-finding, and assisting the Department Director in the initiation of necessary disciplinary action.
2. Supervisors are responsible for ensuring each employee under their supervision correctly completes and signs an Emergency Services Policy Acknowledgement Form.
3. Supervisors are required to review and sign Waiver Request Forms submitted by their assigned personnel and to take action to ensure that a replacement employee is assigned to cover the essential services upon approval of the waiver.

C. City Employees

1. Each employee is responsible for knowing their responsibilities under this Policy. Compliance with this Policy is mandatory. Each employee is responsible for calling in, and reporting as directed, to the Emergency Operations Center to pre-designated rallying points or elsewhere as otherwise assigned.
2. Employees shall be responsible for complying with waiver request procedures and deadlines as outlined in Section VII of this Policy.
3. Employees are required to report to their Department Director or as directed under the Return-to-Duty Phase of this Policy.
4. Employees who do not have a telephone, will be required to contact their Department Director or designee in a reasonable time period, upon knowledge that the Mayor, City Manager, or their designees, have announced the opening of the Emergency Operations Center or the need for employees to report to duty regardless of the Readiness Condition at the time of the announcement

D. Human Resources Department - The Human Resources Department shall:

1. Facilitate a three (3) member Waiver Review Committee to be appointed by the City Manager or designee to review all waivers for citywide consistency. This Waiver Review Committee will ensure that each Department Director receives an initial list of employees who have been granted approved waivers and an amended list as additional waivers are approved throughout the year;
2. Approved waivers will be filed in the employee's official personnel file in the Human Resources Department. A copy of approved waivers shall be forwarded to Department Director;
3. Ensure that recruitment advertisements include notification of applicants that all City job descriptions require incumbents in the course and scope of their employment to provide services for the benefit of the general public during emergency situations that threaten the safety of Kingsville's citizens, and that without an approved waiver, City employees must be able to work immediately before, during, or immediately after an emergency;
4. Provide general information about this Policy to all new employees during New Employee Orientation and obtain signed Acknowledgment Forms from new employees to be placed in their personnel files; and
5. Provide general assistance to the City Manager, including coordination of disciplinary actions, waiver reviews, and resolution of pay issues.

E. EMC

The EMC or designee is responsible for maintaining and updating the Emergency Services Policy annually. The EMC or designee shall provide assistance to departments in planning and coordinating the activities of all Phases to insure consistency with the City's Emergency Operating Plan and the emergency services plans as established by the State of Texas .

F. Shelter Coordination & Communication with Employees:

1. ~~The intensity of a tropical system will dictate whether a shelter will be opened for employees. The EMC or designee will advise Department Directors in a timely manner of the names of employees from their departments required for specific work assignments, as directed by the City Manager. The EMC or designee is responsible for ongoing coordination of potential shelters for City employees through liaison with local community and governmental agencies, the Kingsville Independent School District (KISD) and the county judge, other local community agencies. The EMC shall coordinate with the City's Legal Department to ensure that an inter-local agreements between Kingsville Independent School District and the City of Kingsville is implemented regarding possible use of agency's assets are updated, a FEMA Dome shelters, buses and drivers.~~
2. The EMC or designee will communicate to department heads, or designees, ~~the locations of authorized shelters for use by whether a FEMA Dome will be used the locations of to shelters for use of City Employees~~ who must work immediately before, during, and/or immediately after the Essential Services Phase.

VII. Waivers

ANNUAL WAIVER REQUEST FORMS REQUIRED

- A. Waivers are granted only for the Essential Services Phase of an emergency and/or disaster. All employees must make every effort to be able to be at work during the Essential Services Phase. Due to work assignments, not all employees may not be eligible for waivers.
 - B. Employees who receive an approved waiver are still required to work before and after an emergency and/or disaster and comply with the Return-to-Duty Phase of this Policy.
 - C. Upon an evacuation order being issued in accordance with State law, employees who have been granted approved waivers shall be released from duty and may evacuate the City.
 - D. Employees with approved waivers who evacuate the City are responsible for reporting back to work in compliance with the Return-to-Duty Section of this Policy.
1. Submission of Waiver Request Form:
 - a. If an employee has personal circumstances, which would affect their ability to work during the Essential Services Phase (Readiness Condition 1) of this Policy, it is the responsibility of the employee to file an annual Waiver Request Form (attached) on or before May 15th of each year. This Waiver Request Form must be co-signed by the employee's supervisor.
 - b. The employee must file additional Waiver Request Forms when their circumstances change.
 - c. If circumstances change, waiver requests may be made within three (3) working days of the implementation of the Essential Service Phase of this Policy, and will be granted for circumstances that the employee could not have foreseen prior to the event.
 - d. A copy of the Wavier Request Forms is attached. An employee who is denied approval of a Waiver Request may appeal in writing within five (5) calendar days to the City Manager.
 2. Review and Approval:
 - a. The Human Resources Department will facilitate a three (3) member Review Committee to be appointed by the City Manager, or designee, to review all waivers for consistency Citywide and to provide a list of approved waivers to each Department Director for his/her assigned employees;
 - b. Originals of approved waivers will be filed in the employee's official personnel file in the Human Resources Department;
 3. Waiver Requests meeting the following circumstances will automatically be approved by the Human Resources Director without going through the Review Committee if the approval does not cause departmental understaffing during the emergency situation:

- a. An employee who cannot perform the essential functions of his/her position and who has not been released to "full duty" by his/her physician at the time of the Essential Services Phase is exempt from filing a waiver and automatically granted waiver status. This may include an employee who is:
 - On Family Medical Leave (FMLA) for any eligible purpose; or
 - On approved non-FMLA leave due to an occupational and/or non-occupational illness or injury; or
 - Who is on limited duty or no-duty assignment under the City's Limited-Duty Policy.

Waivers will be considered on a case-by-case basis by the Waiver Review Committee with consideration given based on the facts and circumstances.

VIII. Violations of this Policy

An employee violates this Policy by:

1. Refusing to perform assigned duties required by this Policy or to obey any order or direction made or given by a supervisor;
2. Failing to report for duty as directed during any applicable Phase of this Policy;
3. Failing to abide by City Policy, departmental rules or regulations, Standard Operating Procedures (SOP's);
4. Any conduct that interferes with, or might reasonably be expected to interfere with, the proper and orderly conduct of the City's business, or brings, or might reasonably be expected to bring, discredit on the public service.

IX. Consequences for Violation of this Policy

A violation of this Policy shall be considered a violation of City Policy, departmental rules or regulations, Standard Operating Procedures, and Rules and Regulations for which disciplinary action up to and including termination of employment may be taken by the applicable Department Director with the concurrence of the Human Resource Director and City Manager or designee.

X. Pay Provisions

A. Use of Leave With and Without Pay by Exempt and Non-Exempt Employee:

Employees will be allowed to secure their families and property as scheduled by the Department Director or designee and to use vacation or sick leave, if any, or leave without pay if paid leave is exhausted, for that purpose.

B. Non-Exempt Employees:

1. All hours worked by non-exempt employees over 40 hours in a 7-day work period shall be compensated at the overtime rate of one and one-half the employee's hourly base rate as provided in the City's Overtime Policy.
2. Unless notified in advance, non-exempt City employees who do not have an approved waiver will be required to report to work as directed.
3. Non-Exempt employees who report under these circumstances, and who are subsequently released from duty due to emergency condition, shall be paid:
 - a. A minimum of two (2) hours at the regular rate of pay, or for the number of actual hours worked, whichever is greater, and
 - b. Allowed to use accrued vacation, or accrued sick leave, if any, or leave without pay, if paid leave is exhausted, to cover work hours missed during that work period.

C. Exempt Employees:

1. Upon activation of the Emergency Services Policy through written or verbal notification by the City Manager, Exempt employees who exceed 40 actual hours of work per week shall be eligible for overtime at the rate of one and one-half times of the employee's hourly rate or by compensatory time at the rate of one and one-

half hours for each actual hour worked over 40 hours per week. Department Directors or their designees will maintain records of compensatory time accumulated by Exempt employees during emergency operations. This provision for Exempt employees will be enacted ONLY upon written notification to Department Directors by the City Manager.

2. Exempt employee on a salaried basis may be charged leave (vacation, sick, flex, leave without pay) as applicable for partial day absences.

D. Compensation Questions Related to This Policy:

1. Questions related to compensation arising from this Policy shall be directed to the applicable Department Director and the Human Resource Department.

Approved: April 24, 2017

Draft for review: April 17, 2020

Acknowledgment Form

I have received a copy of the City of Kingsville's Emergency Services Policy, revised _____, and I understand compliance with this policy is a condition of employment with the City of Kingsville.

I have carefully heard and/or read this policy and understand its content. I have been given an opportunity to ask questions about this policy and received explanations.

I UNDERSTAND THE FOLLOWING:

- * City jobs require City employees to work to provide for the health, safety and well-being of the general public, including the delivery and restoration of vital services, in the event of an emergency.
- * It is my responsibility to submit a Waiver Request Form, before the established annual submission deadline of May 15th, or within one month of my hire date if I was hired after May 15th, or at the time my circumstances change, if I need to be excused from working during an emergency.
- * A waiver is not valid unless the Waiver Request Form has been approved by the Waiver Review Committee.
- * Waivers granted only for Readiness Condition 1 - Essential Services Phase, unless evacuation has been previously recommended or ordered by the Mayor.
- * Employees receiving an approved waiver, are still required to work before and after Readiness Condition 1 - Essential Services Phase.

I agree to comply with this policy. I understand failure to comply may result in disciplinary action up to and including termination of employment.

| | | |
|---------------------------------------|-----------------|------|
| Employee Name (Printed) | ID # | Date |
| Employee's Signature | Department Name | |
| Form Reviewed by: Department Director | Date | |

Waiver Request Form – Emergency Services Policy

Employee Name (Print) _____ ID # _____

Department Name: _____ Job Title: _____

Detail your reasoning for requesting a waiver. The Waiver Review Committee shall review your request. You may be subject to present additional information for the committee to make an informed decision regarding your waiver request.

Employee Signature _____ Date: _____ Phone Number: _____

Reviewed by: _____

Employee's Supervisor _____ Date: _____

Department Director Recommendation Approve Deny

Department Director Signature Date

Waiver Review Committee _____ Approve _____ Deny

Printed Name – Waiver Review Committee Designee _____ Date: _____

Signature – Wavier Review Committee Designee _____ Date: _____

RESOLUTION NO. 2020-_____

A RESOLUTION REVISING THE CITY OF KINGSVILLE ADMINISTRATIVE POLICY NO. 881.00 -EMERGENCY SERVICES POLICY.

WHEREAS, the City Commission previously adopted an administrative policy handbook for employees and it is now being proposed that Policy No. 881.00-Emergency Services Policy be revised as noted in the attached document; and

WHEREAS, this policy was previously updated on August 28, 2006 and April 24, 2017;

WHEREAS, staff proposes revisions to clarify and simply the existing policy;

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

I.

THAT Policy No. 881.00-Emergency Services Policy, attached as Exhibit A, is hereby approved.

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 27th day of April, 2020.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

POLICY NO. 881.00 EMERGENCY SERVICES POLICY

I. Purpose

The citizens of Kingsville depend on City employees before, during, and after emergency events or disasters to provide quality customer service in the restoration of essential public services required to maintain the health, safety, and quality of life for our community. City employees demonstrate pride and a commitment to quality customer service by ensuring a continuation of public services during the essential periods of every emergency or disaster. This policy sets out responsibilities of City employees before, during, and after emergency events or disasters to ensure City Employees function as a team in restoring City services.

II. Scope

This policy applies to all City employees who in the course and scope of their employment provide services for the benefit of the general public during emergency situations threatening the safety of the citizens of Kingsville. All City jobs are hereby considered essential and are amended to require current City employees to provide services in the course and scope of their employment for the benefit of the general public during emergency situations threatening the safety of the citizens of Kingsville.

III. Application

This policy will be in effect whenever the City Manager, or designee, in accordance with the City Emergency Preparedness Plan (prepared by the Emergency management Coordinator (EMC)), declares emergency conditions warrant it, either in preparation for, or as a reaction to, one or more disastrous events such as: a civil disturbance, severe weather events including tropical systems, , tornado, earthquake, flood, ice storm, fire, chemical accident including a hazardous material spill by vehicle or rail, possible public exposure to hazardous conditions, or other disasters threatening the safety of the citizens of Kingsville.

IV. Position Designation And Responsibilities

All employees of the City of Kingsville hold essential services positions and, as part of the City's Emergency Response Team, provide services in the course and scope of their employment for the benefit of the general public during emergency situations threatening the safety of the citizens of Kingsville. All city employees may be required to work immediately before, during, or immediately after an emergency or disaster as required by the circumstances, unless a waiver is requested and approved as per section VII of this policy for eligible employees.

V. Readiness Conditions

The procedures of the Emergency Services Policy will correspond to the increased readiness actions in the Emergency Preparedness Plan. The City Manager or designee will notify departments of any change in readiness conditions. Hazardous conditions include, but are not limited to, one or more disastrous events.

Basic Readiness Ongoing Phase – Customer Service and responsiveness is the daily job of all City employees. Employees of the City of Kingsville are responsible to the citizens of Kingsville for providing for their safety, health and welfare in the event of an emergency or disaster.

- A. **Basic Readiness Phase** - requires City employees to know their functions and responsibilities in a disaster. City management will maintain minimal basic emergency response equipment and supplies as required of the applicable department.

Department Directors will review policies and procedures with all employees on or before May 15th of each year. The Department Director, or designee, will (a) review with each employee the Emergency Services Policy, (b) obtain signed and correctly completed Acknowledgement Forms (attached), and (c) verify each employee has an up-to-date Employee Identification Card. Completed and signed Acknowledgement Forms shall be forwarded to the EMC and Human Resource Department

- B. **Increased Awareness Phase (Readiness Condition 4)** - A higher degree of readiness is needed than is normally present. The condition can occur at any moment due to the probability of a hazardous condition. This condition will automatically be in effect during hurricane season, June 1 through November 30.

The EMC or deputy EMC will initiate general increased readiness activities.

The Department Directors will review their respective Standard Operating Procedures and advise the EMC of any changes.

Department Directors will ensure personnel are aware of readiness conditions.

A Department Director may set a higher condition anytime when considered necessary (with the permission of the City Manager or designee). Departments will notify the EMC when setting a higher readiness condition. In circumstances involving law enforcement, the Police Chief may set a higher condition anytime when considered necessary and will notify the City Manager or EMC as appropriate.

- C. **Watch Phase (Readiness Condition 3)** – Indicates the existence of a potential danger that could develop into a hazardous condition requiring a higher degree of readiness than Condition 4, but is not an immediate threat to life or property. The hazardous condition has the probability of requiring moving into Readiness Condition 2.

Department Directors will conduct briefings with their staff and check readiness of equipment, supplies and facilities. Departments should correct deficiencies and begin securing equipment and property.

Supervisors will review policies and procedures with City employees. The reviews will address work schedules, special equipment availability, notification of last-minute changes, and the process to be used to contact employees after shift hours and on weekends.

Employees will review procedures with their families and inform them of the probability of Readiness Condition 2 and make final arrangements. It is the responsibility of the employee to be ready for Readiness Condition 2.

Supervisors and employees will be allowed to secure their homes and belongings during this Phase as approved by the Department Director, or designee, by taking sick or vacation leave.

- D. **Warning Phase – (Readiness Condition 2)** - A situation has definite characteristics of becoming hazardous, and there is significant probability of injury and/or property damage.

The City Manager will declare that the Emergency Services Policy is in effect.

City Property will be secured and protected.

Other necessary actions will be taken as required by the Emergency Operating Plan (EOP) and departmental Standard Operating Procedures (SOP). A decision will be made whether to activate the Emergency Operations Center (EOC). Key members of the EOC will be notified and a briefing meeting will be held.

The Phase will begin at the same time throughout the City, but it may end at different times in different departments.

Employees will remain at work until dismissed by their supervisor in accordance with the department's operational demands or Standard Operating Procedure.

The City will take the necessary steps to safely accommodate on-duty personnel during the emergency event as needed.

Approved Leave Reassessed:

Department Directors will reassess on a case-by-case basis all approved vacation leave requests for employees who are off duty on vacation or personal leave at the time the Emergency Services Policy is activated (Warning Phase) and will use discretion in deciding to cancel, re-approve, or reschedule the leave.

Employees who are scheduled for approved vacation or personal leave running concurrently with the time for activation of the Emergency Services Policy (Warning Phase) will have such leave automatically cancelled. At the discretion of the Department Director, such leave may be rescheduled or re-approved on a case-by-case basis based on individual circumstances and operational needs.

Employees who are on approved leave and are outside the city limits of the City of Kingsville, upon learning of the Mayor, or City Manager, or designee, opening the Emergency Operations Center (EOC), are responsible for calling in to their Department Directors, or designees, at the applicable department or the Emergency Operations Center. Based on circumstances, the Department Director may use discretion to cancel or re-approve such leave.

If the employee is out of state or country, and does not learn of the opening of the Emergency Operations Center from available media, he/she will not know to call in. Under such circumstances the employee's approved leave will not be cancelled.

- E. **Essential Services Phase – (Readiness Condition 1)** - A hazardous condition is imminent or has occurred. threatening the safety of Kingsville's citizens will result in declaration of Readiness Condition 1.

1. ***The availability of City employees to work is necessary for the benefit of the general public immediately before, during, and/or immediately after the emergency. Depending on availability of adequate***

emergency shelters, Essential Employees will not be authorized to evacuate should an evacuation order be issued in accordance with Chapter 22 of the Texas Labor Code.

2. Upon an evacuation order being issued in accordance with State law, employees who have been granted approved waivers shall be released from duty and may evacuate the City. Employees with approved waivers who evacuate the City are responsible for reporting back to work in compliance with the Return-to-Duty Phase of this Policy.
 3. Shifts during the Essential Services Phase may be established per departmental needs at the discretion of the Department Director. Employees who are listed in the Departmental Operations Pool must provide phone numbers, addresses, or other information to their Department Director where the employee can be contacted prior or during an emergency. The Department Director shall list the employees contact information on the Departmental Operations Pool form. Employees who need to request a waiver will be responsible for complying with deadlines and waiver request procedures as outlines in Section VII of this policy.
 4. Shelters: The Emergency Management Coordinator (EMC) or designee, will communicate to Department Directors, or designees, the locations of authorized shelters for City Employees who are on the Emergency Operations Pool, during the Essential Services Phase of this policy. Shelters for staff of the Emergency Operations Pool may only be available if safety permits. Severe weather events may warrant locating a shelter out of the Kingsville area. Families of employees are strongly encouraged to evacuate with the general public when an evacuation order is issued. See "Shelter and Mass Care" in the Emergency Operating Plan for additional details.
- F. **Return-to-Duty Phase** - By reporting to duty as directed, each employee meets his/her responsibility to work with other City employees as a team in restoring the community to normal service levels following a disaster.

Following the announcement of the Return-to-Duty Phase by City Officials, employees who remained in local shelter, or sheltered-in-place in their homes, or evacuated (waiver approved status only) will report to work at the start of the next normal shift unless otherwise directed to call in or report sooner.

Waivers are granted only for the Essential Services Phase of an emergency and/or disaster. **Employees who receive an approved waiver are still required to work before and after an emergency events and/or disaster.**

Employees who cannot report at the start of the next normal shift must call in, or otherwise contact their supervisor, or designee, at or before the time the employee's shift begins.

Employees must make every attempt within reason to contact their supervisor, or designee, to report their inability to report to work and request authorized leave.

Mitigating circumstances prohibiting the employee from calling in, or reporting to duty at the next normal shift, will be considered on a case-by-case basis based on the facts of each circumstance.

Failure of employees to call in or otherwise contact their supervisor, or designee, will result in the leave being designated "unauthorized without pay", and subject the employee to disciplinary action up to and including termination of employment depending on the circumstances and if such action is approved by the Human Resource Director and City Manager. Note: Fire and Police civil service personnel investigations and disciplinary actions are governed by Texas Local Government Code Chapter 143 and by any collective bargaining agreements.

Employees should contact their supervisor to obtain information on the Return-to Duty Phase.

VI. Responsibilities

A. City Manager and Department Directors:

1. It is the shared responsibility of the City Manager and Department Directors to communicate the implementation of the Emergency Services Policy to City Employees.
2. Supervisory Staff is to call the Emergency Operations Center (EOC) for duty assignments upon becoming aware of an announcement by the Mayor, City Manager, or designees, of the EOC's activation.

3. On or before April 30th of each year, the Department Director will meet with assigned personnel and train employees on the content of the Emergency Services Policy, as last revised, and secure a signed Acknowledgement Form from each employee stating he/she has had an opportunity to ask questions on the Policy and understand his/her responsibilities.
4. The Department Director will provide the EMC or designee a completed "Emergency Services Employee Departmental List" form with employee names with designated employee assignments, such as:
 - a. Emergency Operations Pool (Employees shall remain throughout the emergency before, during, and after the emergency);
 - b. Emergency Operations Center (EOC) (command and general staff);
 - c. Departmental Operations Pool (Employees shall be available to assist before/after the emergency and are subject to work upon request); and
 - d. Approved waiver request.

5. Employees designated as members of the Emergency Operations Pool are subject to task assignments as needed immediately before, during, or immediately after the emergency based on operational necessity, including, but not limited to, shelter management and support; telephone bank; bus evacuation assistance, etc. A copy of the Emergency Services Employee Departmental List will be forwarded to EMC with a copy to the Risk Manager.

EMC or designee will assign individuals from departmental lists to perform specific functions immediately before, during or immediately after the emergency.

If employee names on this list have not been assigned to a work assignment, then these employee names will stay in the "Department Operations Pool" and will remain available to assume work assignments as needed immediately before, during, or immediately after the emergency. "Pool status" must be documented on the Employee Departmental List in the column by each employee's name.

Employees who are designated to assist as needed immediately after the emergency will be instructed on when and where to report for duty upon announcement of the Return-to-Duty Phase.

Employees who are granted an approved waiver will be instructed on when to report to duty upon announcement of the Return-to-Duty Phase.

Department Directors are responsible for releasing employees with approved waivers at the time evacuation is ordered for the public under Chapter 22 of the Texas Labor Code to enable the employee to evacuate. Waivers are granted only for the Essential Services Phase of an emergency and/or disaster. Employees who receive an approved waiver are still required to work before and after an emergency and/or disaster and comply with the Return-to-Duty Phase when announced by City officials.

6. Prior to April 30th of each year, the Department Director is responsible for development and implementation of a process for communicating with employees (through use of a Communications "Tree" or Chart) whereby employees can be called in to work after normal shift hours and on weekends. The "Communication Tree" needs to clearly designate the persons responsible for calling assigned groups of employees to report to duty under this Policy.
7. Upon receipt of work assignments provided by EMC or designee for departmental employees, the Department Director is responsible for ensuring that employees are aware of their individual responsibilities under this Policy.
8. The City Manager will have final decision-making authority over disputed waiver request, which have been reviewed & ruled on by the three (3) member Review Committee.
9. Department Director or designees shall ensure all City job descriptions and Vacancy Notification state that City employees are required to provide services in the course and scope of their employment for the benefit of the general public during emergency situations threatening the safety of Kingsville's citizens. The only exception to this requirement is when a waiver is requested and approved under this policy.
10. *Department Directors shall ensure that all employees assigned to them have a City of Kingsville Employee Identification Card (provided by the Human Resource Department) before the beginning of Hurricane Season, June 1 of each year.*

11. Department Directors or designees will document all hours worked by non-exempt and exempt personnel including their assignments and forward the information to the EOC Finance Section, if activated.

B. Supervisors

1. Supervisors are responsible for the support and implementation of this Policy in a consistent and fair manner. Supervisors are responsible to their Department Directors for documentation, reporting potential violations of this Policy by employees, assisting with fact-finding, and assisting the Department Director in the initiation of necessary disciplinary action.
2. Supervisors are responsible for ensuring each employee under their supervision correctly completes and signs an Emergency Services Policy Acknowledgement Form.
3. Supervisors are required to review and sign Waiver Request Forms submitted by their assigned personnel and to take action to ensure that a replacement employee is assigned to cover the essential services upon approval of the waiver.

C. City Employees

1. Each employee is responsible for knowing their responsibilities under this Policy. Compliance with this Policy is mandatory. Each employee is responsible for calling in, and reporting as directed, to the Emergency Operations Center to pre-designated rallying points or elsewhere as otherwise assigned.
2. Employees shall be responsible for complying with waiver request procedures and deadlines as outlined in Section VII of this Policy.
3. Employees are required to report to their Department Director or as directed under the Return-to-Duty Phase of this Policy.
4. Employees who do not have a telephone, will be required to contact their Department Director or designee in a reasonable time period, upon knowledge that the Mayor, City Manager, or their designees, have announced the opening of the Emergency Operations Center or the need for employees to report to duty regardless of the Readiness Condition at the time of the announcement

D. Human Resources Department - The Human Resources Department shall:

1. Facilitate a three (3) member Waiver Review Committee to be appointed by the City Manager or designee to review all waivers for citywide consistency. This Waiver Review Committee will ensure that each Department Director receives an initial list of employees who have been granted approved waivers and an amended list as additional waivers are approved throughout the year;
2. Approved waivers will be filed in the employee's official personnel file in the Human Resources Department. A copy of approved waivers shall be forwarded to Department Director;
3. Ensure that recruitment advertisements include notification of applicants that all City job descriptions require incumbents in the course and scope of their employment to provide services for the benefit of the general public during emergency situations that threaten the safety of Kingsville's citizens, and that without an approved waiver, City employees must be able to work immediately before, during, or immediately after an emergency;
4. Provide general information about this Policy to all new employees during New Employee Orientation and obtain signed Acknowledgment Forms from new employees to be placed in their personnel files; and
5. Provide general assistance to the City Manager, including coordination of disciplinary actions, waiver reviews, and resolution of pay issues.

E. EMC

The EMC or designee is responsible for maintaining and updating the Emergency Services Policy annually. The EMC or designee shall provide assistance to departments in planning and coordinating the activities of all Phases to insure consistency with the City's Emergency Operating Plan and the emergency services plans as established by the State of Texas .

F. Shelter Coordination & Communication with Employees:

1. The intensity of a tropical system will dictate whether a shelter will be opened for employees. The EMC or designee will advise Department Directors in a timely manner of the names of employees from their departments required for specific work assignments, as directed by the City Manager. The EMC or designee is responsible for ongoing coordination of potential shelters for City employees through liaison with local community and governmental agencies. The EMC shall coordinate with the City's Legal Department to ensure inter-local agreements regarding possible use of agency's assets are updated.
2. The EMC or designee will communicate to department heads, or designees the locations of authorized shelters for use by City Employees who must work immediately before, during, and/or immediately after the Essential Services Phase.

VII. Waivers

ANNUAL WAIVER REQUEST FORMS REQUIRED

- A. Waivers are granted only for the Essential Services Phase of an emergency and/or disaster. All employees must make every effort to be able to be at work during the Essential Services Phase. Due to work assignments, not all employees may be eligible for waivers.
 - B. Employees who receive an approved waiver are still required to work before and after an emergency and/or disaster and comply with the Return-to-Duty Phase of this Policy.
 - C. Upon an evacuation order being issued in accordance with State law, employees who have been granted approved waivers shall be released from duty and may evacuate the City.
 - D. Employees with approved waivers who evacuate the City are responsible for reporting back to work in compliance with the Return-to-Duty Section of this Policy.
1. Submission of Waiver Request Form:
 - a. If an employee has personal circumstances, which would affect their ability to work during the Essential Services Phase (Readiness Condition 1) of this Policy, it is the responsibility of the employee to file an annual Waiver Request Form (attached) on or before May 15th of each year. This Waiver Request Form must be co-signed by the employee's supervisor.
 - b. The employee must file additional Waiver Request Forms when their circumstances change.
 - c. If circumstances change, waiver requests may be made within three (3) working days of the implementation of the Essential Service Phase of this Policy, and will be granted for circumstances that the employee could not have foreseen prior to the event.
 - d. A copy of the Waiver Request Forms is attached. An employee who is denied approval of a Waiver Request may appeal in writing within five (5) calendar days to the City Manager.
 2. Review and Approval:
 - a. The Human Resources Department will facilitate a three (3) member Review Committee to be appointed by the City Manager, or designee, to review all waivers for consistency Citywide and to provide a list of approved waivers to each Department Director for his/her assigned employees;
 - b. Originals of approved waivers will be filed in the employee's official personnel file in the Human Resources Department;
 3. Waiver Requests meeting the following circumstances will automatically be approved by the Human Resources Director without going through the Review Committee if the approval does not cause departmental understaffing during the emergency situation:
 - a. An employee who cannot perform the essential functions of his/her position and who has not been released to "full duty" by his/her physician at the time of the Essential Services Phase is exempt from filing a waiver and automatically granted waiver status. This may include an employee who is:
 - On Family Medical Leave (FMLA) for any eligible purpose; or
 - On approved non-FMLA leave due to an occupational and/or non-occupational illness or injury; or
 - Who is on limited duty or no-duty assignment under the City's Limited-Duty Policy.

Waivers will be considered on a case-by-case basis by the Waiver Review Committee with consideration given based on the facts and circumstances.

VIII. Violations of this Policy

An employee violates this Policy by:

1. Refusing to perform assigned duties required by this Policy or to obey any order or direction made or given by a supervisor;
2. Failing to report for duty as directed during any applicable Phase of this Policy;
3. Failing to abide by City Policy, departmental rules or regulations, Standard Operating Procedures (SOP's);
4. Any conduct that interferes with, or might reasonably be expected to interfere with, the proper and orderly conduct of the City's business, or brings, or might reasonably be expected to bring, discredit on the public service.

IX. Consequences for Violation of this Policy

A violation of this Policy shall be considered a violation of City Policy, departmental rules or regulations, Standard Operating Procedures, and Rules and Regulations for which disciplinary action up to and including termination of employment may be taken by the applicable Department Director with the concurrence of the Human Resource Director and City Manager or designee.

X. Pay Provisions

- A. Use of Leave With and Without Pay by Exempt and Non-Exempt Employee:
- Employees will be allowed to secure their families and property as scheduled by the Department Director or designee and to use vacation or sick leave, if any, or leave without pay if paid leave is exhausted, for that purpose.
- B. Non-Exempt Employees:
1. All hours worked by non-exempt employees over 40 hours in a 7-day work period shall be compensated at the overtime rate of one and one-half the employee's hourly base rate as provided in the City's Overtime Policy.
 2. Unless notified in advance, non-exempt City employees who do not have an approved waiver will be required to report to work as directed.
 3. Non-Exempt employees who report under these circumstances, and who are subsequently released from duty due to emergency condition, shall be paid:
 - a. A minimum of two (2) hours at the regular rate of pay, or for the number of actual hours worked, whichever is greater, and
 - b. Allowed to use accrued vacation, or accrued sick leave, if any, or leave without pay, if paid leave is exhausted, to cover work hours missed during that work period.
- C. Exempt Employees:
1. Upon activation of the Emergency Services Policy through written or verbal notification by the City Manager, Exempt employees who exceed 40 actual hours of work per week shall be eligible for overtime at the rate of one and one-half times of the employee's hourly rate or by compensatory time at the rate of one and one-half hours for each actual hour worked over 40 hours per week. Department Directors or their designees will maintain records of compensatory time accumulated by Exempt employees during emergency operations. This provision for Exempt employees will be enacted ONLY upon written notification to Department Directors by the City Manager.
 2. Exempt employee on a salaried basis may be charged leave (vacation, sick, flex, leave without pay) as applicable for partial day absences.
- D. Compensation Questions Related to This Policy:

1. Questions related to compensation arising from this Policy shall be directed to the applicable Department Director and the Human Resource Department.

Acknowledgment Form

I have received a copy of the City of Kingsville's Emergency Services Policy, revised _____, and I understand compliance with this policy is a condition of employment with the City of Kingsville.

I have carefully heard and/or read this policy and understand its content. I have been given an opportunity to ask questions about this policy and received explanations.

I UNDERSTAND THE FOLLOWING:

- * City jobs require City employees to work to provide for the health, safety and well-being of the general public, including the delivery and restoration of vital services, in the event of an emergency.
- * It is my responsibility to submit a Waiver Request Form, before the established annual submission deadline of May 15th, or within one month of my hire date if I was hired after May 15th, or at the time my circumstances change, if I need to be excused from working during an emergency.
- * A waiver is not valid unless the Waiver Request Form has been approved by the Waiver Review Committee.
- * Waivers granted only for Readiness Condition 1 - Essential Services Phase, unless evacuation has been previously recommended or ordered by the Mayor.
- * Employees receiving an approved waiver, are still required to work before and after Readiness Condition 1 - Essential Services Phase.

I agree to comply with this policy. I understand failure to comply may result in disciplinary action up to and including termination of employment.

| | | |
|-------------------------|------|------|
| Employee Name (Printed) | ID # | Date |
|-------------------------|------|------|

| | |
|----------------------|-----------------|
| Employee's Signature | Department Name |
|----------------------|-----------------|

| | |
|---------------------------------------|------|
| Form Reviewed by: Department Director | Date |
|---------------------------------------|------|

Waiver Request Form – Emergency Services Policy

Employee Name (Print) _____ ID # _____

Department Name: _____ Job Title: _____

Detail your reasoning for requesting a waiver. The Waiver Review Committee shall review your request. You may be subject to present additional information for the committee to make an informed decision regarding your waiver request.

Employee Signature _____ Date: _____ Phone Number: _____

Reviewed by: _____

Employee's Supervisor _____ Date: _____

Department Director Recommendation Approve Deny

Department Director Signature Date

Waiver Review Committee _____ Approve _____ Deny

Printed Name – Waiver Review Committee Designee _____ Date: _____

Signature – Wavier Review Committee Designee _____ Date: _____

AGENDA ITEM #6

**City of Kingsville
Engineering Dept.**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

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

DATE: April 27, 2020

SUBJECT: Consider approving Ordinance to install Yield Sign at the intersection of Helen Marie Ln. and Van St.

Summary:

On March 9, 2020, I received a request to replace the yield signs with stops signs at the intersections of Van St./Jay Vee Ave., Helen Marie Ln./Van Ave., and Chandler St./Jay Vee Ave. I visited the site and discovered the 3-way intersection of Helen Marie Ln./Van St. does not have a yield or stop sign. Using guidelines established in the Texas Manual on Uniform Traffic Control Devices Section 2B.06 STOP Sign Applications would determine if stop signs are needed. A couple of items that would warrant stop signs would be exceeding 6,000 vehicles per day and 3+ crashes in 12 months or 5+ crashes in a 24 months.

Traffic counters were placed to determine the Average Daily Traffic Counts (ADT) of the areas concern. Attached is a Traffic Counter Aerial Map denoting the average vehicle counts per day. The City Police Dept did not have any records of crashes within 24 months.

Stop signs aren't warranted at the locations mentioned above; however, I would recommend placing a yield sign at the intersection of Helen Marie Ln. and Van St.

Financial Impact:

The financial impact is approximately _____.

Recommendation:

Staff recommends approval of agenda item as presented.



**City of Kingsville
Engineering Dept.**

Attachments:

Email Lester Tune

Traffic Counter Aerial

Ordinance

Article 8 – Traffic Control Devices

Yield Sign Cost Estimate.

2011 Texas Manual on Uniform Traffic Control Devices – Section 2B.06 Stop Sign Applications



Rutilio "Rudy" Mora

From: Rutilio "Rudy" Mora
Sent: Saturday, March 28, 2020 3:02 PM
To: fireant78
Cc: Bill Donnell; Avelino Valadez; Joseph Coufal; Joseph Ramirez; Ricardo Torres
Subject: RE: Replacing Yield signs
Attachments: Traffic Counter Map Chandiler Acres.pdf

Mr. Tune,

We received and reviewed the data from the traffic counters earlier this week. I have attached a map of the traffic counter locations and their average daily traffic (ADT) counts. The study does not warranty replacing the yield signs with stop signs because the ADT does not exceed 6,000 vehicles per day and no crashes were reported in the areas of concern. I will work on an ordinance item for placing a yield sign at the intersection of Helen Marie Ln./Van St.

Regards,

Rudy Mora

From: Rutilio "Rudy" Mora <rmora@cityofkingsville.com>
Sent: Monday, March 9, 2020 11:08 AM
To: fireant78 <fireant78@yahoo.com>
Cc: Bill Donnell <wdonnell@cityofkingsville.com>; Avelino Valadez <avaladez@cityofkingsville.com>; Tanya Colin <TBernal@cityofkingsville.com>; Joseph Ramirez <jramirez@cityofkingsville.com>; Ricardo Torres <ricardo.torres@kingsville.onmicrosoft.com>
Subject: RE: Replacing Yield signs

Mr. Tune,

Thank you for reaching out, I drove the site this morning. I have requested the Public Works Dept. to place a yield sign missing at the intersection of Helen Marie and Vee.

Placing stop signs if warranted would require City Commission action. Next week the Engineering Dept. will place traffic counters to determine if the stop signs are warranted. A couple of items that would warrant stop signs would be exceeding 6,000 vehicles per day and 3+ crashes in 12 months or 5+ crashes in a 24 months.

I have also included the Police Dept. to help monitor any traffic violations.

Regards,

Rutilio "Rudy" P. Mora Jr., P.E., CFM
City Engineer
400 W. King Ave./P.O. Box 1458
Kingsville, Texas 78364
Office: (361) 595-8004
Fax: (361) 595-8064

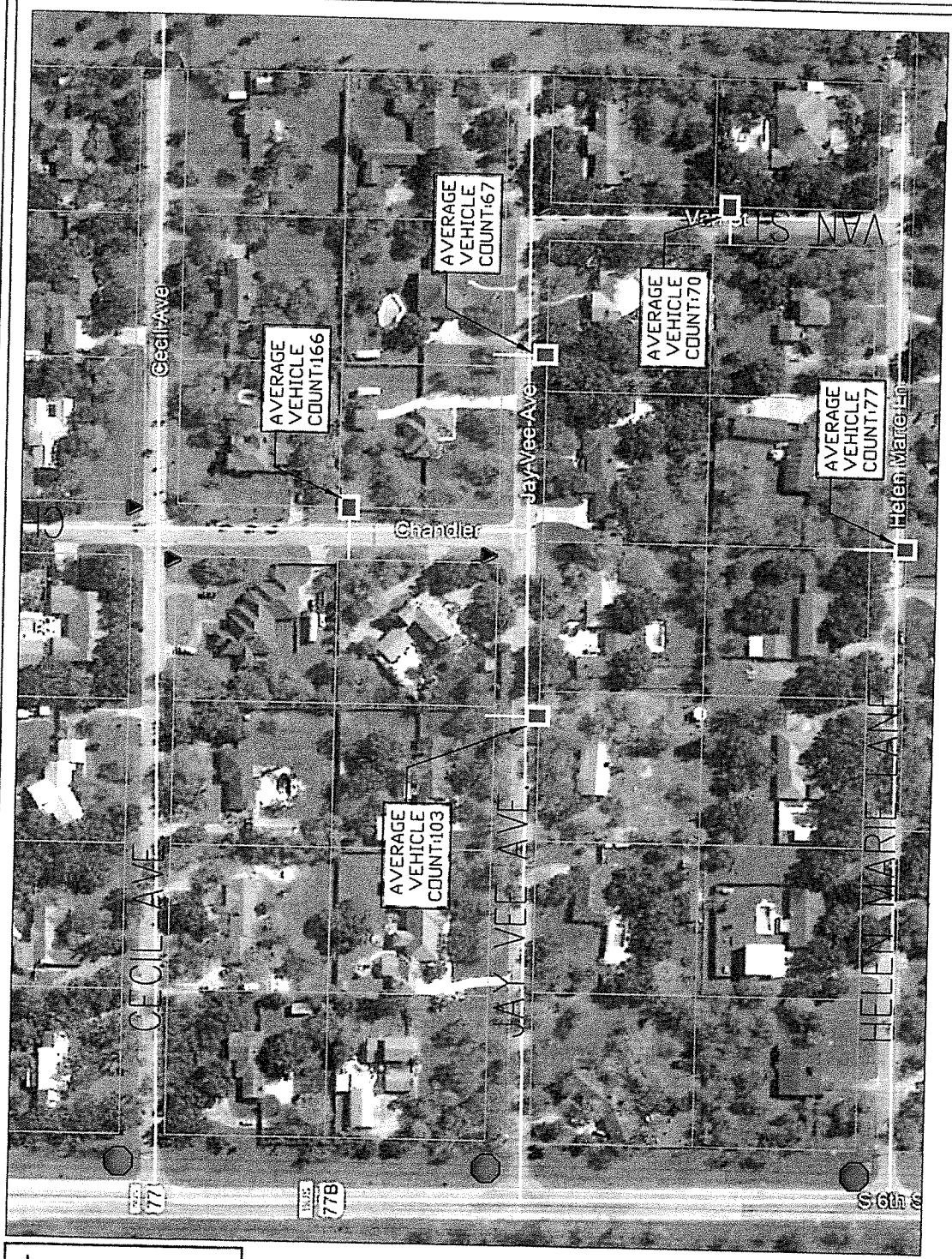


From: fireant78 <fireant78@yahoo.com>
Sent: Friday, March 06, 2020 3:53 PM
To: Rutilio "Rudy" Mora <rmora@cityofkingsville.com>
Subject: Replacing Yield signs




Caution! This message was sent from outside your organization.

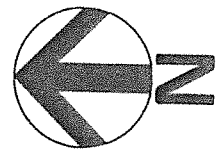
Hello my name is Lester Tune. I am a State Trooper and I live at 501 Jay Vee Lane here in Kingsville Texas. I'm writing to try to get the yield signs at Van and Jay Vee ,Helen Marie and Jay Vee, and Chandler and Jay Vee replaced with Stop signs. My son and other kids in the neighborhood play in the streets and ride their bikes. On several occasions traffic coming through the neighborhood trying to avoid the light at General Cavazos and Business 77 don't even slow down at the yield signs or watch for the kids. I'm afraid if the traffic continues as it is someone will end up hurt or possibly killed by a careless driver.

Sent via the Samsung Galaxy S16 active, an AT&T 4G LTE smartphone



LEGEND

| | |
|---|-----------------|
|  | YIELD SIGN |
|  | TRAFFIC COUNTER |
|  | STOP SIGN |



- **ARTICLE 8. - TRAFFIC CONTROL DEVICES**

[SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD \(DOCX\) OF SECTIONSEMAIL SECTIONCOMPARE VERSIONS](#)

- **Sec. 7-8-1. - Authority to install traffic control devices.**

[SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD \(DOCX\) OF SECTIONSEMAIL SECTIONCOMPARE VERSIONS](#)

The Chief of Police shall place and maintain traffic control signs, signals and devices when and as required under the traffic regulations of the municipality to make effective the provisions of said regulations, and may place and maintain such additional traffic control devices as he may deem necessary.

(Ord. 2005-10, passed 3-14-05)

- **Sec. 7-8-2. - Specifications for traffic control devices.**

[SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD \(DOCX\) OF SECTIONSEMAIL SECTIONCOMPARE VERSIONS](#)

All traffic control signs, signals and devices shall conform to the approved specifications. All signs and signals required hereunder for a particular purpose shall so far as practicable be uniform as to type and location throughout the municipality. All traffic control devices so erected and not inconsistent with the provisions of this title shall be official traffic control devices.

(Ord. 2005-10, passed 3-14-05)

- **Sec. 7-8-3. - Traffic control areas.**

[SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD \(DOCX\) OF SECTIONSEMAIL SECTIONCOMPARE VERSIONS](#)

The City of Kingsville shall be sectioned into the following traffic control areas: (A)

(1)
Area A is bounded on the north by the city limits; on the east by the east side of Armstrong; on the south by the south side of Santa Gertrudis Avenue; on the west by the city limits.

(2)
Area B is bounded on the north by the city limits; on the east by the west side of Sixth Street; on the south by the south side of Santa Gertrudis Avenue; on the west by east side of Armstrong.

(3)

Area C is bounded on the north by the city limits; on the east by the east side of Fourteenth Street; on the south by the south side of Santa Gertrudis Avenue; on the west by the west side of Sixth Street.

(4)
Area D is bounded on the north by the city limits; on the east by the city limits; on the south by the south side of Santa Gertrudis Avenue; on the west by the east side of Fourteenth Street.

(5)
Area E is bounded on the north by the south side of Santa Gertrudis Avenue; on the east by the east side of Armstrong Avenue; on the south by the south side of King Avenue; on the west by the southwest side of King Avenue.

(6)
Area F is bounded on the north by the south side of Santa Gertrudis Avenue; on the east by the west side of Sixth Street; on the south by south side of King Avenue; on the west by the east side of Armstrong Avenue.

(7)
Area G is bounded on the north by the south side of Santa Gertrudis Avenue; on the east by the east side of Fourteenth Street; on the south by the south side of King Avenue; on the west by the west side of Sixth Street.

(8)
Area H is bounded on the north by the south side of Santa Gertrudis Avenue; on the east by the city limits; on the south by the south side of King Avenue; on the west by the east side of Fourteenth Street.

(9)
Area I is bounded on the north by the south and southwest side of King Avenue; on the east by the east side of Armstrong Avenue; on the south by the city limits; on the west by the city limits.

(10)
Area J is bounded on the north by the south side of King Avenue; on the east by the west side of Sixth Street; on the south by the south side of Caesar Avenue; on the west by the east side of Armstrong Avenue.

(11)
Area K is bounded on the north by the south side of King Avenue; on the east by the east side of Fourteenth Street; on the south by the south side of Caesar Avenue; on the west by the west side of Sixth Street.

(12)
Area L is bounded on the north by the south side of King Avenue; on the east by the city limits; on the south by the south side of Caesar Avenue; on the west by the east side of Fourteenth Street.

(13)
Area M is bounded on the north by the south side of Caesar Avenue; on the east by the west side of Sixth Street; on the south by the city limits; on the west by the city limits and east side of Armstrong Avenue.

(14)

| AREA P | | |
|--------------------------------------|--------------------------|--------------------|
| Intersection | Direction | Device |
| 1. Escondido Dr. at Allen Dr. | Southbound | Install stop sign |
| 2. Nelda Dr. at Allen Dr. | Eastbound | Install stop sign |
| 3. Kleberg Park Road (west entrance) | Northbound | Install yield sign |
| 4. Billy Evans Ave. and Chandler St. | Eastbound - Westbound | Install yield sign |
| 5. Cecil Ave. and Chandler St. | Eastbound - Westbound | Install yield sign |
| 6. Jay Vee Ave. and Chandler St. | Southbound | Install yield sign |

(Ord. 2005-10, passed 3-14-05; Ord. 2006-01, passed 1-9-06; Ord. 2006-23, passed 5-10-06; Ord. 2007-13, § I, passed 6-11-07; Ord. No. 2009-25, § I, passed 8-31-09; Ord. No. 2009-31, § I, passed 10-12-09; Ord. 2013-22, § I, passed 5-28-13; Ord. 2014-19, § I, passed 4-14-14; Ord. 2016-02, § I, passed 1-11-16; Ord. 2016-13, § I, passed 3-14-16; Ord. 2016-54, § I, passed 10-31-16; Ord. 2018-09, § I, passed 2-26-18; Ord. 2019-28, passed 7-22-19)

Area N is bounded on the north by the south side of Caesar Avenue; on the east by the east side of Fourteenth Street; on the south by the south side of Military Highway; on the west by the west side of Armstrong Avenue.

(15)
Area O is bounded on the north by the south side of Caesar Avenue; on the east by the city limits; on the south by the south side of Military Highway; on the west by the east side of Fourteenth Street.

(16)
Area P is bounded on the north by the south side of Military Highway; on the east by the city limits; on the south by the city limits; and on the west by the city limits.

(B)
Furthermore, recognizing the importance and need for safe and effective traffic control, and implementing the recommendation of the April 1976 Traffic Engineering Study for the City of Kingsville, prepared by Traffic Engineers, Inc., the Commission of the City of Kingsville does hereby enact the following ordinance for the safe and effective management of automobile traffic within the City of Kingsville.

- 04 At intersections where all approaches are controlled by STOP signs (see Section 2B.07), an ALL WAY supplemental plaque (R1-3P) shall be mounted below each STOP sign. The ALL WAY plaque (see Figure 2B-1) shall have a white legend and border on a red background.
- 05 The ALL WAY plaque shall only be used if all intersection approaches are controlled by STOP signs.
- 06 Supplemental plaques with legends such as 2-WAY, 3-WAY, 4-WAY, or other numbers of ways shall not be used with STOP signs.
- Support:
- 07 The use of the CROSS TRAFFIC DOES NOT STOP (W4-4P) plaque (and other plaques with variations of this word message) is described in Section 2C.59.
- Guidance:
- 08 Plaques with the appropriate alternative messages of TRAFFIC FROM LEFT (RIGHT) DOES NOT STOP (W4-4aP) or ONCOMING TRAFFIC DOES NOT STOP (W4-4bP) should be used at intersections where STOP signs control all but one approach to the intersection, unless the only non-stopped approach is from a one-way street.
- Option:
- 09 An EXCEPT RIGHT TURN (R1-10P) plaque (see Figure 2B-1) may be mounted below the STOP sign if an engineering study determines that a special combination of geometry and traffic volumes is present that makes it possible for right-turning traffic on the approach to be permitted to enter the intersection without stopping.
- Support:
- 10 The design and application of Stop Beacons are described in Section 4L.05.

Section 2B.06 STOP Sign Applications

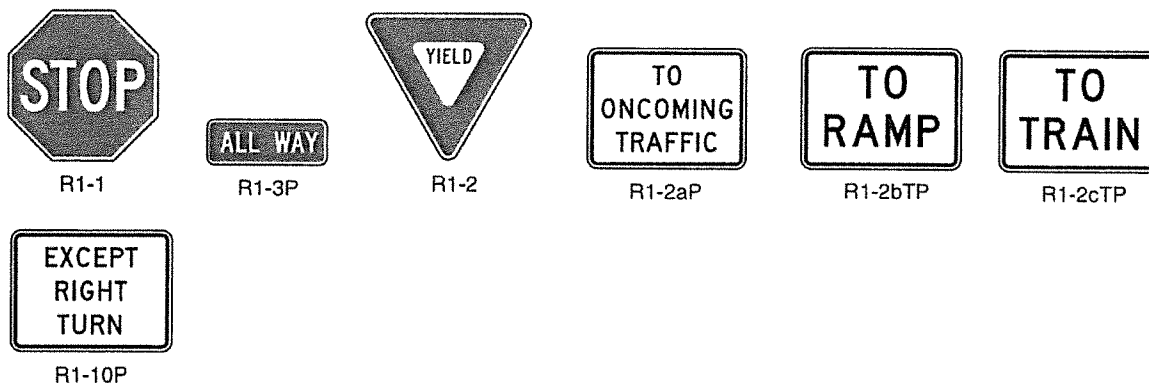
Guidance:

- 01 At intersections where a full stop is not necessary at all times, consideration should first be given to using less restrictive measures such as YIELD signs (see Sections 2B.08 and 2B.09).
- 02 The use of STOP signs on the minor-street approaches should be considered if engineering judgment indicates that a stop is always required because of one or more of the following conditions:
- A. The vehicular traffic volumes on the through street or highway exceed 6,000 vehicles per day;
 - B. A restricted view exists that requires road users to stop in order to adequately observe conflicting traffic on the through street or highway; and/or
 - C. Crash records indicate that three or more crashes that are susceptible to correction by the installation of a STOP sign have been reported within a 12-month period, or that five or more such crashes have been reported within a 2-year period. Such crashes include right-angle collisions involving road users on the minor-street approach failing to yield the right-of-way to traffic on the through street or highway.

Support:

- 03 The use of STOP signs at grade crossings is described in Sections 8B.04 and 8B.05.

Figure 2B-1. STOP and YIELD Signs and Plaques



ORDINANCE #2020-_____

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES CHAPTER VII, ARTICLE 8-TRAFFIC CONTROL DEVICES; PROVIDING FOR THE INSTALLATION OF A YIELD SIGN ON VAN STREET AT ITS INTERSECTION WITH HELEN MARIE LANE; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

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

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

I.

THAT Section 7-8-3 of Article 8: Traffic Control Devices of Chapter VII, Traffic Code, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

§ 7-8-3 TRAFFIC CONTROL AREAS.

...

(B)

...

| AREA P | | |
|--------------------------------------|------------|--------------------|
| Intersection | Direction | Device |
| 1.Escondido Dr. at Allen Dr. | Southbound | Install stop sign |
| 2. Nelda Dr. at Allen Dr. | Eastbound | Install stop sign |
| 3. Kleberg Park Road (west entrance) | Northbound | Install yield sign |

| | | |
|---------------------------------------|-----------------------|---------------------------|
| 4. Billy Evans Ave. and Chandler St. | Eastbound - Westbound | Install yield sign |
| 5.Cecil Ave. and Chandler St. | Eastbound - Westbound | Install yield sign |
| 6.Jay Vee Ave. and Chandler St. | Southbound | Install yield sign |
| 7. <u>Helen Marie Ln. and Van St.</u> | <u>Southbound</u> | <u>Install yield sign</u> |

...

II.

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

III.

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

IV.

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

INTRODUCED on this the 27th day of April, 2020.

PASSED AND APPROVED on this the 11th day of May, 2020.

Effective Date: _____

Sam Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #7

**City of Kingsville
Engineering Dept.**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

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

DATE: April 27, 2020

SUBJECT: Consider awarding RFP#20-08 for 2019 Downtown Improvements – Kleberg Ave. Texas Community Development Block Grant Contract No. 7219012 from the Texas Department of Agriculture and authorizing execution of the contract for same.

Summary:

The City received a grant from TDA under the TXCDBG program to improve sidewalks, steps, ADA ramps, curb extensions and street lighting. The State awarded \$300,000.00 for construction costs. The City has committed a match of \$50,000.00 and in-kind service of \$32,529.00 (Administration of \$8,835 and Engineering of \$23,714). The project was designed by the City's Engineering Dept and saved approximately \$24,000.00.

The City advertised the project in the local paper on March 19, 2020 and March 26, 2020. It was also posted in the plan rooms. On April 7, 2020, the City publicly opened bids for RFP#20-08 and received two bids on the 2019 Downtown Improvements – Kleberg Ave. One bidder was Etech Construction Inc. located in San Antonio, Texas, and the other bidder was Mako Contracting located in Corpus Christi, Texas. The bids ranged from \$237,035.00 to \$335,492.05.

The project included 4 Alternates within the scope of work. They are as follows:

- ~Alternate 1 included additional sidewalks, ramp and signs.
- ~Alternate 2 was a deduction in the scope of work to reduce the sidewalk thickness.
- ~Alternate 3 was a deduction in the scope of work to reduce the sidewalk drain costs.
- ~Alternate 4 was a deduction in the scope of work to reduce the curb extensions (bulb-outs) base material from concrete to sand.



**City of Kingsville
Engineering Dept.**

References were verified for both contractors. Etech Construction is the apparent low bidder and has previously completed projects for the City. Staff recommends awarding the project to Etech Construction in the amount of \$268,995.00 for the Base Bid of \$237,035.00 plus Alternate No. 1 for \$31,960.00. That leaves \$31,005.00 in allocated funding remaining that can be used for a Change Order to add 4 to 6 additional streets lights.

Financial Impact:

The financial impact is \$50,000.00 from Fund 069 TX CDBG Main Street Grant #7219012.

Recommendation:

Staff recommends: 1) award of the bid RFP#20-08 for downtown improvements to Etech Construction for the Base Bid and Alternate #1, and 2) approval of a resolution giving the City Manager the authority to sign the between the City and Etech Construction.

Attachments:

Bid Tabulation

Table 2

Project Location Map

TDA Agreement

Construction Contract



City of Kingsville

Project Name: 2019 DOWNTOWN IMPROVEMENTS KLEBERG AVENUE

Date: MARCH 7, 2020 @ 2:00pm

| | | | | Ectect Const. PO Box 690504 San Antonio Tx 78269 | | MAKO Contracting 3636 S. Alameda Corpus Christi, TX 78411 | |
|---|-------|------|----------------------------|--|---------------------|---|-----------------------|
| ITEM | QTY | UNIT | DESCRIPTION | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE |
| BASE BID - 2019 DOWNTOWN IMPROVEMENTS | | | | | | | |
| B-1 | 1 | LS | REMOVE DISPOSE CONC. | \$5,000.00 | \$5,000.00 | \$43,693.71 | \$43,693.71 |
| B-2 | 725 | LF | 6" TYPE "L" GUTTER | \$41.50 | \$30,087.50 | \$31.00 | \$22,475.00 |
| B-3 | 145 | LF | 6" TO 9" MONO CURB | \$14.00 | \$2,030.00 | \$18.69 | \$2,710.05 |
| B-4 | 125 | SY | 3' CONC. VALLEY GUTTER | \$126.00 | \$15,750.00 | \$180.70 | \$22,587.50 |
| B-5 | 105 | LF | CONC. RETAINING WALL | \$36.00 | \$3,780.00 | \$122.05 | \$12,815.25 |
| B-6 | 4,815 | SF | 6" CONC. SIDEWALK & RAMP | \$11.00 | \$52,965.00 | \$8.92 | \$42,949.80 |
| B-7 | 155 | LF | SIDEWALK DRAIN AND APPRT. | \$36.00 | \$5,580.00 | \$79.14 | \$12,266.70 |
| B-8 | 85 | SF | 6' CONC.PAVMT.4" LIMESTONE | \$18.00 | \$1,530.00 | \$8.28 | \$703.80 |
| B-9 | 265 | LF | CONC. STEPS | \$40.00 | \$10,600.00 | \$53.31 | \$14,127.15 |
| B-10 | 13 | EA | ADA RAMP | \$2,500.00 | \$32,500.00 | \$2,605.17 | \$33,867.21 |
| B-11 | 2 | EA | EROSION CONTROL | \$2,000.00 | \$4,000.00 | \$3,707.66 | \$7,415.32 |
| B-12 | 410 | SY | BULB-OUT W/BRICK VENEER | \$111.25 | \$45,612.50 | \$138.04 | \$56,596.40 |
| B-13 | 8 | EA | CROSSWALK STRIPING | \$300.00 | \$2,400.00 | \$1,026.67 | \$8,213.36 |
| B-14 | 2 | EA | STOP BAR THERMO | \$600.00 | \$1,200.00 | \$476.26 | \$952.52 |
| B-15 | 10 | EA | METAL SIGN | \$800.00 | \$8,000.00 | \$988.62 | \$9,886.20 |
| B-16 | 4 | EA | ALUM. STREET LAMP W/ELECT. | \$4,000.00 | \$16,000.00 | \$11,058.02 | \$44,232.08 |
| TOTAL BASE BID | | | | | \$237,035.00 | | \$335,492.05 * |
| ALT BID 1 - 2019 DOWNTOWN IMPROVEMENTS | | | | | | | |
| Alt.1-1 | 1 | LS | REMOVE/DISPOSE CURB ETC. | \$10,000.00 | \$10,000.00 | \$9,299.52 | \$9,299.52 |
| Alt.1-2 | 1,630 | SF | 6" CONC. SIDEWALK & RAMP | \$12.00 | \$19,560.00 | \$17.87 | \$29,128.10 |
| Alt.1-3 | 3 | EA | METAL SIGN | \$800.00 | \$2,400.00 | \$120.00 | \$360.00 |
| TOTAL ALTERNATE BID | | | | | \$31,960.00 | | \$38,787.62 * |
| ALT BID 2 DEDUCT- 2019 DOWNTOWN IMPROVEMENTS | | | | | | | |
| Alt.-2-1 | 4,815 | LS | 4" SIDEWALK AND RAMPS | \$9.00 | \$43,335.00 | \$8.07 | \$38,857.05 |
| TOTAL ALTERNATE BID | | | | | \$43,335.00 | | \$38,857.05 |
| ALT BID 3 DEDUCT- 2019 DOWNTOWN IMPROVEMENTS | | | | | | | |
| A-3-1 | 155 | LF | SIDEWALK DRAIN AND APPRT. | \$45.00 | \$6,975.00 | \$79.14 | \$12,266.70 |
| TOTAL ALTERNATE BID | | | | | \$6,975.00 | | \$12,266.70 |
| ALT BID 4 DEDUCT- 2019 DOWNTOWN IMPROVEMENTS | | | | | | | |
| A-4-1 | 410 | SY | BULB-OUT W/BRICK VENEER | \$90.00 | \$36,900.00 | \$138.04 | \$56,596.40 |
| TOTAL ALTERNATE BID | | | | | \$36,900.00 | | \$56,596.40 |
| TOTAL BASE BID | | | | | \$237,035.00 | | \$335,492.05 * |
| TOTAL BASE BID- ALT NO. 2,3 &4 | | | | | \$220,088.00 | | \$331,399.30 * |
| TOTAL BASE BID+ ALT. NO. 1 | | | | | \$268,995.00 | | \$374,279.67 * |
| TOTAL BASE BID+ ALT. 1 - ALT. NO. 2,3 &4 | | | | | \$252,048.00 | | \$370,186.92 * |

* DENOTES ERROR IN BID

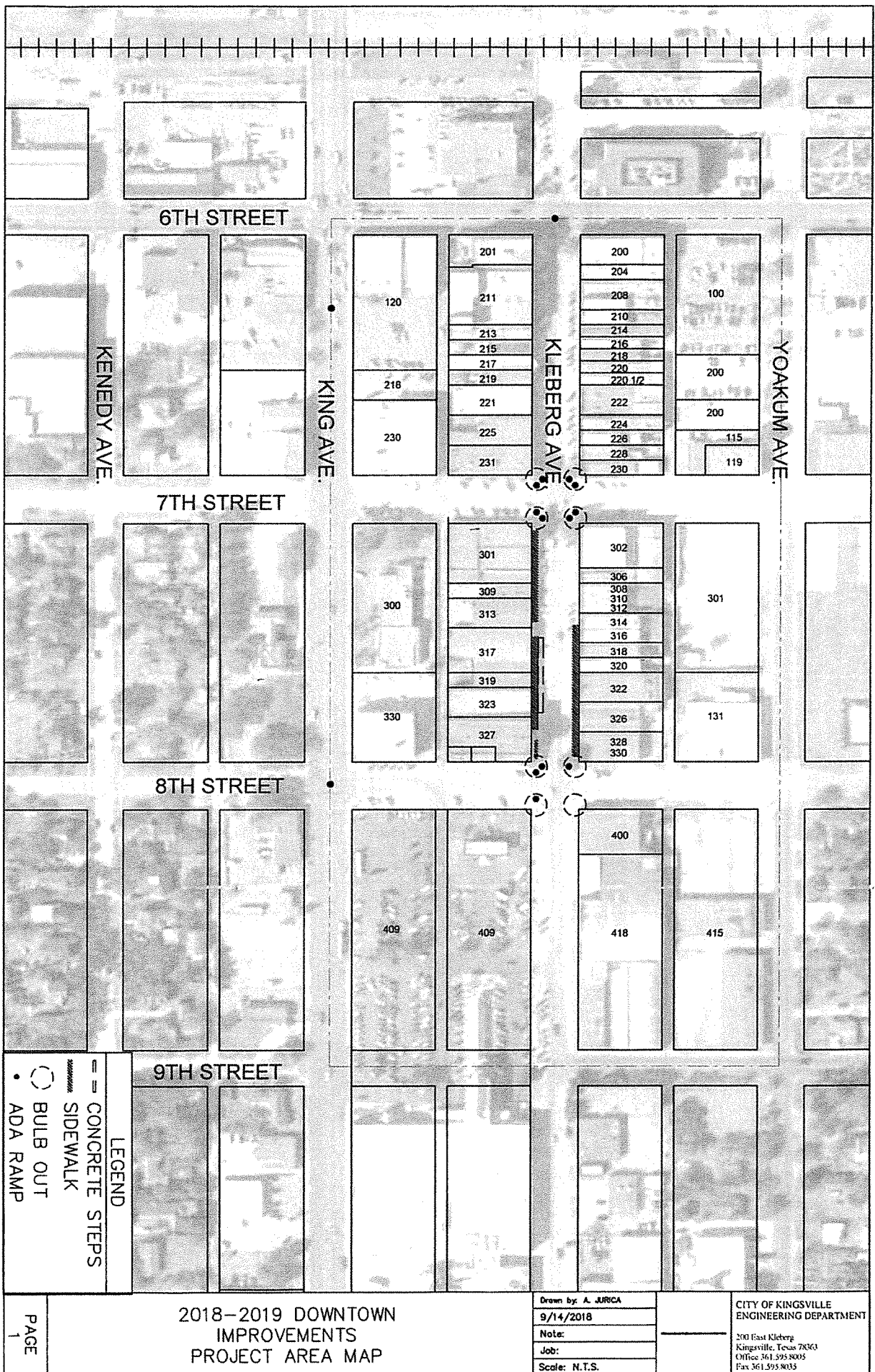
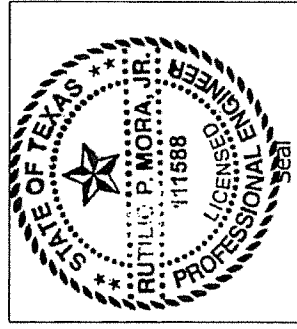


TABLE 2 - BUDGET JUSTIFICATION OF RETAIL COSTS

| Activity Description | HUD Act # | Materials/Facilities/Services | \$/Unit | Unit | Quantity | Construction | Acquisition | Total |
|----------------------|-----------|--------------------------------|-------------|------|----------|------------------|-------------|------------------|
| Sidewalks | 03L | Demolition | \$54,000.00 | LS | 1 | \$54,000 | \$0 | \$54,000 |
| Sidewalks | 03L | Concrete Curb | \$30.00 | LF | 600 | \$18,000 | \$0 | \$18,000 |
| Sidewalks | 03L | Concrete Sidewalk | \$100.00 | LF | 600 | \$60,000 | \$0 | \$60,000 |
| Sidewalks | 03L | Concrete Steps | \$40.00 | LF | 150 | \$6,000 | \$0 | \$6,000 |
| Sidewalks | 03L | ADA Ramps | \$2,500.00 | EA | 12 | \$30,000 | \$0 | \$30,000 |
| Sidewalks | 03L | Crosswalk Striping | \$500.00 | EA | 4 | \$2,000 | \$0 | \$2,000 |
| Sidewalks | 03L | New Metal Signs/Post w/base | \$250.00 | EA | 8 | \$2,000 | \$0 | \$2,000 |
| Sidewalks | 03L | New Aluminum Light Pole w/base | \$6,000.00 | EA | 3 | \$18,000 | \$0 | \$18,000 |
| Sidewalks | 03L | Bulb Out Brick Pavers | \$65.00 | SY | 1,200 | \$78,000 | \$0 | \$78,000 |
| Sidewalks | 03L | Engineering | \$26,000.00 | LS | 1 | \$26,000 | \$0 | \$26,000 |
| Sidewalks | 03L | Surveying | \$3,000.00 | LS | 1 | \$3,000 | \$0 | \$3,000 |
| Sidewalks | 03L | Construction Inspection | \$3,000.00 | LS | 1 | \$3,000 | \$0 | \$3,000 |
| | | | | | | \$300,000 | \$0 | \$300,000 |



Rutilio P. Mora, Jr.

Signature of Registered Engineer/Architect Responsible For Budget Justification:

9/14/2018

Date:

+1 (361) 595-8004

Phone Number

**AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF AGRICULTURE
AND
THE CITY OF KINGSVILLE
CONTRACT NO. 7219012
FOR
TEXAS CAPITAL FUND MAIN STREET PROGRAM**

SECTION 1. PARTIES TO CONTRACT

This contract and agreement is made and entered into by and between the Texas Department of Agriculture (herein referred to as the "Department"), an agency of the State of Texas, and the City of Kingsville (herein referred to as "Contractor"). The parties to this contract agree to the obligations and performance of the tasks described herein.

SECTION 2. CONTRACT PERIOD

This contract and agreement shall commence on May 6, 2019, and shall terminate on May 5, 2021, unless otherwise specifically provided by the terms of this contract.

SECTION 3. PURPOSE

The Department has been designated as the state agency to administer, and the United States Government has awarded the Department funds for, the Texas Community Development Block Grant ("TxCDBG") Program under Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.), herein referred to as the "HCD Act." Contractor has submitted, and the Department has approved, Contractor's application for a TxCDBG award to undertake eligible community and/or economic development activities in a non-entitlement area (herein referred to as the "Application"). This contract sets forth the obligations of the parties along with the terms and conditions under which the Department will provide funds to Contractor.

SECTION 4. CONTRACTOR PERFORMANCE

A. Contractor shall conduct the activities approved under this award in a manner satisfactory to the Department and consistent with any standards required as a condition of providing these funds. The authorized use of TxCDBG funds is premised upon, and conditioned on, Contractor fulfilling a CDBG national objective as a result of the TxCDBG-assisted activities. Contractor shall perform all activities in accordance with the terms of the Performance Statement (Exhibit A); Budget (Exhibit B); Project Implementation Schedule (Exhibit C); Special Conditions (Exhibit D); Applicable Laws and Regulations (Exhibit E); Certifications (Exhibit F); and with all other terms, provisions, and requirements set forth in this contract. The Application, in addition to any certifications, assurances, information and documentation required to meet award conditions, are hereby incorporated into this contract.

B. Contractor shall ensure that the national program objective identified in the Performance Statement has been met and that the persons expected to benefit from the activities performed under this contract are receiving such benefit before submitting the Project Completion Report to the Department. If Contractor fails to meet a national program objective, Contractor must repay to the Department any associated disallowed costs as specified by the Department.

C. Contractor shall adhere to the Project Implementation Schedule timelines for key project activities. As described in the TxCDBG Project Implementation Manual and policy directives, the Department may require Contractor to submit written justification and take remedial action for any contract activity that is not completed by the date specified on the Project Implementation Schedule.

SECTION 5. DEPARTMENT OBLIGATIONS

A. Payment for Allowable Costs. In consideration of full and satisfactory performance of the activities referred to in Section 4 of this contract, the Department shall be liable for actual and reasonable costs incurred by Contractor during the contract period subject to the limitations set forth in this Section.

1. The parties agree that the Department's obligations under this contract are contingent upon the actual receipt of adequate state or federal funds to meet the Department's liabilities under this contract. If adequate funds are not available to make payments under this contract, the Department shall notify Contractor in writing within a reasonable time after such fact is determined. In such event, the Department shall terminate this contract and will not be liable for failure to make payments to Contractor under this contract.
2. The Department shall not be liable to Contractor for any costs incurred by Contractor which are not allowable costs, as set forth in Section 7 of this contract. Expenses paid by or financed from other funding sources are not allowable costs under this contract.
3. The Department shall not be liable to Contractor for any costs incurred by Contractor or for any performances rendered by Contractor which are not in accordance with the terms of this contract.
4. The Department shall not be liable for costs incurred or performances rendered by Contractor before commencement of this contract or after termination of this contract. The Department may reimburse allowable administrative and engineering costs incurred by Contractor prior to this contract's execution date, if prior to the award Contractor requested and received written approval from the Department, and Contractor complied with all requirements for the release of such funds.
5. The Department shall not be liable to Contractor for any costs incurred by Contractor in the performance of this contract which have not been submitted to the Department by Contractor within 60 days following termination of this contract, with the exception of administrative costs for preparation of a Single Audit. Administration funds reserved on the Certificate of Expenditures for audit costs and eligible for reimbursement shall be billed to the Department within nine (9) months after the end of Contractor's fiscal year that follows the termination date of this contract. The Department shall deobligate all funds not requested under this paragraph.

B. Excess Payments. Contractor shall refund to the Department any sum of money which has been paid to Contractor by the Department which the Department determines has resulted in overpayment to Contractor, or which the Department determines has not been spent by Contractor in accordance with the terms of this contract. Such refund shall be made by Contractor to the Department within 30 calendar days after such refund is requested by the Department.

C. Limit of Liability. Notwithstanding any other provision of this contract, it is expressly agreed and understood that the total amount to be paid by the Department to Contractor for allowable expenses incurred under this contract shall not exceed Two Hundred Fifty Thousand and No/100 Dollars (\$250,000).

SECTION 6. GENERAL CONDITIONS

A. General Compliance. Contractor agrees to comply with the requirements of Title 24 of the Code of Federal Regulations (CFR) Part 570, Subpart I (the U.S. Housing and Urban Development [HUD] regulations concerning the state CDBG program). Contractor also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies as now in effect and as may be amended from time to time, including those specified in the Applicable Laws and Regulations attached to this contract. Contractor further agrees to utilize funds available under this contract to supplement rather than supplant funds otherwise available.

B. Independent Contractor. Nothing contained in this contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties to this contract. Contractor shall at all times remain an "independent contractor" with respect to the services to be performed under this contract.

C. Indemnification. Contractor agrees, to the extent allowed by law, to hold harmless, defend and indemnify the Department from any and all claims, actions, suits, charges and judgments whatsoever that arise out of Contractor's performance or nonperformance of the activities, services or subject matter called for in this contract.

D. Department Recognition

1. Public buildings, facilities, and centers, including infrastructure visible to the general public, constructed with funds provided under this contract shall have permanent signage placed in a prominent visible public area with the wording provided below.
2. Other construction projects, e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation, etc., utilizing funds provided under this contract shall have temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality as directed by the owner.
3. Wording, Size and Formatting. The signage must be legible from a distance of at least three feet and comply with the wording, size and formatting requirements set forth in the TxCDBG Project Implementation Manual.

E. Changes and Amendments

1. Except as specifically provided otherwise in this contract or the TxCDBG Project Implementation Manual, any alterations, additions, or deletions to the terms of this contract shall be by amendment in writing and executed by both parties to this contract. Such amendments shall not invalidate this contract, nor release the Department or Contractor from its obligations under this contract, except as specifically set out therein.
2. A request for an extension must be supported by documentation of extenuating circumstances beyond Contractor's control which prevented completion of the project within the contract period.
3. A request to extend the contract period should be submitted in writing to the Department as soon as a delay is foreseen. Contract extension requests must be submitted to the Department approximately 60 days but no later than 30 days prior to the expiration of the contract and include a revised implementation schedule showing when major milestones will be completed for each activity. A request for an exception to the requirements specified in this paragraph will be evaluated in accordance with the applicable section of the TxCDBG Project Implementation Manual.
4. It is understood and agreed by the parties that performances under this contract must be rendered in accordance with the HCD Act; the policies, procedures and regulations of the Department; assurances and certifications made to the Department by Contractor; and assurances and certifications made to HUD by the State of Texas with regard to the operation of the TxCDBG Program. Based on these considerations, and in order to ensure the legal and effective performance of this contract by both parties, it is agreed by the parties that performance is subject to and governed by the provisions of the TxCDBG Project Implementation Manual and any amendments thereto. Further, the Department may from time to time during the period of performance of this contract issue policy directives which serve to establish, interpret, or clarify performance requirements under this contract. Such policy directives shall be promulgated by the Department in the form of TxCDBG issuances, shall have the effect of qualifying the terms of this contract and shall be binding upon the Contractor, as if written herein, provided, however, that the policy directives and any amendments to the TxCDBG Project Implementation Manual shall not alter the terms of this contract so as to release the Department from any obligation specified in Section 5 of this contract to reimburse costs incurred by the Contractor prior to the effective date of such amendments or policy directives.
5. Any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal or State laws or regulations are automatically incorporated into this contract without written amendment and shall become effective on the date designated by such law or regulation.

F. Remedies for Noncompliance. The Department may take one or more corrective or remedial actions as specified in this contract and 2 CFR 200.338, "Remedies for Noncompliance."

1. Suspension or Termination

a. The Department may suspend or terminate this contract, in whole or in part, if Contractor materially fails to comply with any term of this contract, including but not limited to:

(1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

(2) Failure, for any reason, of Contractor to fulfill its obligations under this contract within the timeframes and manner as specified by the Department;

(3) Failure to complete activities in accordance with the Project Implementation Schedule;

(4) Failure to submit to the Department, within the timeframes and manner as specified by the Department, any report required by this contract;

(5) Submission of reports to the Department that are incorrect or incomplete in any material respect; or

(6) Misuse or improper use of funds provided under this contract.

b. Knowingly making false statements or providing false information on a grant application, certification, or report submitted to the Department is grounds for termination of the contract award.

c. The contract may also be terminated for convenience, in whole or in part, only as follows:

(1) by the Department with the consent of Contractor in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated; or

(2) by Contractor upon written notification to the Department, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the Department determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the Department may terminate the award in its entirety.

d. Upon termination or receipt of notice to terminate, whichever occurs first, Contractor shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts related to the performance of this contract or the portion of this contract to be terminated, as applicable, and shall cease to incur costs thereunder. The Department shall not be liable to Contractor for costs incurred after termination of this contract.

e. Notwithstanding any exercise by the Department of its right of suspension or termination as provided in this Section, Contractor shall not be relieved of any liability to the Department for damages due to the Department by virtue of any breach of this contract by Contractor. The Department may withhold payments to Contractor until such time as the exact amount of damages due to the Department from Contractor is agreed upon or is otherwise determined.

2. If Contractor materially fails to comply with any term of the award, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, the Department,

until it is satisfied that there is no longer any such failure to comply, will take one or more of the following actions, or impose other sanctions, as appropriate in the circumstances:

- a. Terminate payments to Contractor under this contract;
- b. Temporarily withhold payments pending correction of the deficiency by Contractor;
- c. Reduce the grant award or disallow all or part of the cost of the activity or action not in compliance;
- d. Wholly or partly suspend or terminate the current award;
- e. Withhold further awards for the program; or
- f. Take other remedies that may be legally available.

3. Reduction of Payments. In addition to, or in lieu of, any other right or remedy specified in this contract, as determined by the Department, in its sole discretion, violations or breaches by the Contractor of certain contractual and TxCDBG program requirements will result in the reduction of Administration funds awarded under this contract in accordance with the Administrative Penalty Matrixes set out in the TxCDBG Project Implementation Manual.

4. Withholding of Payments. In addition to any other remedy specified in this contract, if Contractor fails to submit to the Department in a timely and satisfactory manner any report required by this contract, the Department shall, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Contractor. If the Department withholds such payments, it shall notify Contractor in writing of its decision and the reasons therefore. Payments withheld pursuant to this section may be held by the Department until such time as the delinquent obligations for which funds are withheld are fulfilled by Contractor.

5. Ineligibility Period

a. Delinquent audit. If Contractor fails to comply with the single audit requirements specified in this contract and fails to submit an acceptable audit report within 90 days after the receipt of notice by the Department that the audit is past due, Contractor shall be ineligible to receive other TxCDBG grant funding opportunities for a period of one year after the 90-day period.

b. Delinquent debt. If the Department requests or requires Contractor to repay funds to the Department as a result of Contractor's noncompliance with contractual or TxCDBG program requirements and Contractor fails to repay the funds by such date as specified by the Department, Contractor shall be ineligible to receive any future TxCDBG grant funding until Contractor has repaid the entire obligation to the Department.

6. Opportunity to cure. The Department shall give Contractor an opportunity to cure a breach of contract as follows:

- a. Department shall provide written notice to Contractor, detailing all elements of the breach or noncompliance.
- b. Contractor must commence cure within 30 days of the Department's notice.
- c. Contractor must notify the Department in writing within 30 days that cure has begun and provide detailed explanation of the steps being made to cure the breach or noncompliance.
- d. Contractor must complete the cure within 90 days of the Department's notice.
- e. Failure to commence cure within 30 days, or failure to complete cure within 90 days, will result in the Department's right to immediately terminate this contract or take other remedial action that may be legally available.

SECTION 7. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Uniform Administrative Requirements and Accounting Standards. Except as specifically modified by law or the provisions of this contract, the Contractor shall comply with applicable uniform requirements in 2 CFR Part

200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as described in 24 CFR 570.502, and, to the extent applicable, the standards promulgated by the Office of the Comptroller under the Uniform Grant and Contract Management Act (Tex. Gov't. Code Chapter 783, referred to as "UGCMS"). Contractor agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles. The allowability of costs incurred for performances rendered under this contract shall be determined in accordance with 2 CFR Part 200 subpart E, "Cost Principles," UGCMS, and this contract.

B. Documentation and Record Keeping

1. Records to be Maintained. Contractor shall maintain all records required by the Federal regulations specified in 24 CFR 570.490 that are pertinent to the activities to be funded under this contract. Such records shall include but are not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with TxCDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program (Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this contract);
- f. Financial records, including but not limited to source documentation; invoices; records pertaining to obligations, expenditures, and drawdowns;
- g. Records documenting compliance with labor standards and environmental review; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Audits & Inspections/Access to Records

a. Contractor shall give HUD, the Inspector General, the General Accounting Office, the Auditor of the State of Texas, an authorized office or agency of the State of Texas, and the Department, or any of their representatives or successors, access to all books, accounts, records, reports, files, and other papers or property pertaining to the administration, receipt and use of TxCDBG funds as may be necessary to facilitate review and audit of the Contractor's administration and use of TxCDBG funds received under this contract. Such rights to access shall continue as long as the records are retained by Contractor. Contractor agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act (Tex. Gov't. Code, Chapter 552). Contractor shall include the substance of this clause concerning the authority to audit funds and the requirement to cooperate in all subcontracts it awards.

b. Any deficiencies noted in audit reports must be fully cleared by Contractor within 30 days after receipt by Contractor. Failure of Contractor to comply with the audit requirements will constitute a violation of this contract and will result in Contractor's ineligibility to receive other TxCDBG funding opportunities for a period of one year as provided in Section 6 of this contract.

c. Contractor understands and agrees that it shall be liable to the Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this contract. Contractor further understands and agrees that reimbursement to the Department of such disallowed costs shall be paid by Contractor from funds which were not provided or otherwise made available to Contractor under this contract.

3. Records Retention. Contractor shall retain all financial and programmatic records, supporting documents, statistical records, and all other records required to be maintained in accordance with 24 CFR 570.490, 2 CFR 200.333, and this contract for the greater of: (i) three years after close-out of the grant from HUD to the State of Texas (not the closeout of this contract); (ii) the period required by other applicable laws and regulations described in 24 CFR 570.487 and 570.488; or (iii) other record retention obligations specific to Contractor's contract or project. Contractor may be required to meet record retention requirements greater than those specified in this Section until audit issues are resolved to the Department's satisfaction and all other pending matters are closed. The Department posts a list on its website of contracts that HUD has closed out with the State of Texas. These contracts are listed by closed Program Year, updated once a year or as needed. In the event Contractor has a question regarding the record retention requirements under this contract, it should contact the Department. Contractor shall include the substance of this clause in all subcontracts it awards.

4. Close-outs. Contractor's obligation to the Department shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to: making final payments, disposing of program assets (including the return of all unspent funds, program income balances, and accounts receivable to the Department), and determining the custodianship of records. Contractor shall submit all required close-out reports to the Department, in a format prescribed by the Department, no later than 60 days after the contract termination date or at the conclusion of all contract activities as determined by the Department. Notwithstanding the foregoing, the terms of this contract shall remain in effect during any period that Contractor has control over TxCDBG funds, including program income.

C. Reporting and Payment Procedures

1. Program Income. In the same manner as required for all other funds under this contract, Contractor shall maintain records of the receipt, accrual, and disposition of all program income (as defined at 24 CFR 570.489(e)) generated by activities carried out with TxCDBG funds made available under this contract. The use of program income by Contractor shall comply with the requirements set forth at 24 CFR 570.489(e). Contractor shall use such income during the contract period for activities permitted under this contract prior to requesting additional funds from the Department. Contractor shall provide reports of program income to the Department with each payment request form submitted by Contractor in accordance with the payment procedures described herein, and at the termination of this contract. All unexpended program income shall be returned to the Department at the end of the contract period, unless otherwise specifically provided within this contract.

2. Payment Procedures

a. The Department shall pay Contractor based upon information submitted by Contractor, consistent with the approved budget and Department policy concerning payments. Payments shall be made for allowable costs actually incurred by Contractor, not to exceed actual, properly documented, cash expenditures. Payments will be adjusted by the Department in accordance with program income balances available in Contractor accounts.

b. The Department shall not be liable to Contractor for any costs incurred by Contractor under this contract until Contractor submits to the Department a properly completed Form A202, Depository/Authorized Signatories Designation Form, found in Chapter 2 of the TxCDBG Project Implementation Manual.

c. Contractor shall submit to the Department at its offices in Austin, Texas, a properly completed Request for Payment form as specified by the Department. Contractor should submit a request for payment under each budget line item, or a written justification for the delay in drawdown of funds, at least annually or as directed by the Department. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in the Budget and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in the Budget and in accordance with performance. The Department shall determine the reasonableness of each amount requested and shall not make disbursement of any such payment until the Department has reviewed and approved such Request.

d. Notwithstanding the provisions of clauses C.2.a to C.2.c of this Section, it is expressly understood and agreed by the parties to this contract that payments under this contract are contingent upon Contractor's full and satisfactory performance of its obligations under this contract.

3. Progress Reports. Contractor shall submit regular Progress Reports to the Department in the form, content, and frequency as required by the Department. Contractor shall comply with all reporting and submission requirements of the Federal Funding Accountability and Transparency Act (Public Law 109-282, as amended by section 6202 of Public Law 110-252), as well as the reporting and submission requirements of HUD as prescribed by the Department.

D. Procurement. Unless specified otherwise within this contract, Contractor shall procure all materials, property, and services in accordance with: (1) current Department policy concerning procurements, (2) the procurement standards in 2 CFR Part 200 Subpart D, and (3) Chapter 252 or 262 of the Texas Local Government Code, as applicable. Contractor shall ensure that all purchase orders and contracts include all applicable references to statutes, implementing regulations and executive orders. In addition, Contractor shall maintain records of all materials, property, and services as may be procured with funds provided herein.

E. Use and Reversion of Assets. The use and disposition of real property and equipment acquired or improved in whole or in part using TxCDBG funds shall be in compliance with the requirements of 2 CFR 200.311 and 200.313, and 24 CFR 570.489(j).

SECTION 8. PERFORMANCE MONITORING

A. The Department shall monitor the performance of Contractor against the goals stated in the Performance Statement and the milestones listed in the Project Implementation Schedule. The Department reserves the right to perform periodic on-site monitoring of Contractor's compliance with the terms and conditions of this contract, and of the adequacy and timeliness of Contractor's performances under this contract. After each monitoring visit, the Department shall provide Contractor with a written report of the monitor's findings. If the monitoring reports note deficiencies in Contractor's performances under the terms of this contract, the monitoring report shall include requirements for the timely correction of such deficiencies by Contractor. Failure by Contractor to take action specified in the monitoring report may be cause for suspension or termination of this contract, as provided in Section 6 of this contract, or the Department may withhold other grant awards.

B. As stipulated in Section 4.B. of this contract, if the contract ends without any project beneficiaries resulting from the use of contract funds, Contractor shall reimburse to the Department all contract funds disbursed to Contractor, including but not limited to funds disbursed for administration and engineering services. Contractor shall be required to repay the funds within the timeframe specified by the Department.

SECTION 9. SUBCONTRACTS

A. Except for subcontracts to which the federal labor standards requirements apply, Contractor may subcontract for performances described in this contract without obtaining the Department's prior written approval. Contractor shall only subcontract for work to which the federal labor standards requirements apply after Contractor has verified the subcontractor's eligibility under the federal System for Award Management and has followed the subcontracting requirements in the TxCDBG Project Implementation Manual. Contractor, in subcontracting for any performances described in this contract, expressly understands that in entering into such subcontracts, the Department is in no way liable to the subcontractor(s).

B. Selection Process

1. Contractor shall insure that all subcontracts are awarded as a result of fair and open competition in accordance with applicable procurement requirements.

2. Documentation concerning the selection process, including evidence of competitive procurement as specified in the TxCDBG Project Implementation Manual, must be submitted to the Department prior to drawdown of funds relating to the appropriate subcontract.

3. Executed copies of all subcontracts shall be forwarded to the Department upon request.

C. Contractor shall ensure that the applicable prevailing wage rate is included in the advertising and solicitation of bids in accordance with the TxCDBG Project Implementation Manual.

D. Monitoring. Contractor shall monitor all subcontracted services on a regular basis to assure contract compliance. In no event shall any provision of this Section be construed as relieving Contractor of the responsibility for ensuring that all subcontracts comply with all terms of this contract, as if performed by Contractor. The Department's approval under this Section does not constitute adoption, ratification, or acceptance of Contractor's or subcontractor's performance. The Department maintains the right to insist upon Contractor's full compliance with the terms of this contract, and by the act of approval under this Section, the Department does not waive any right of action which may exist or which may subsequently accrue to the Department under this contract.

E. Content. Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

F. Bonding. Contractor shall comply with the bonding requirements of Chapter 2253 of the Texas Government Code and 2 CFR 200.325, as applicable.

G. Contractor shall retain five percent (5%) of each construction or rehabilitation subcontract entered into by Contractor until the Department determines that the Federal labor standards requirements applicable to each such subcontract have been satisfied.

SECTION 10. LEGAL AUTHORITY

A. Contractor assures and guarantees that Contractor possesses the legal authority to enter into this contract, receive funds authorized by this contract, and perform the services it has obligated itself to perform.

B. The person or persons signing and executing this contract on behalf of Contractor hereby warrant and guarantee that he, she or they have been duly authorized by Contractor to execute this contract and have authority to validly and legally bind the Contractor to all terms, performances, and provisions set forth herein.

C. The Department shall have the right to suspend or terminate this contract if there is a dispute as to the legal authority of either Contractor, the person signing this contract, or the party rendering services under the contract. Contractor is liable to the Department for any money it has received from the Department pursuant to this contract, if the Department has suspended or terminated this contract for reasons stated in this Section.

SECTION 11. LITIGATION AND CLAIMS

Contractor shall give the Department immediate notice in writing of (1) any action, including any proceeding before an administrative agency, filed against Contractor arising out of the performance of any subcontract; and (2) any claim against Contractor, the cost and expense of which Contractor may be entitled to be reimbursed by the Department. Except as otherwise directed by the Department, Contractor shall furnish immediately to the Department copies of all pertinent papers received by Contractor with respect to such action or claim. Contractor shall provide a notice to the Department within 30 days upon filing under any bankruptcy or financial insolvency provision of law.

SECTION 12. AUDIT

A. Audits shall be conducted in accordance with applicable federal, state and local laws, policies and regulations, including 2 CFR Part 200 Subpart F, "Audit Requirements," and the audit requirements set forth in the TxCDBG Project Implementation Manual.

B. Audit Certification. Within 60 days after the end of each fiscal year in which Contractor has an open contract with the Department, Contractor shall submit an Audit Certification Form (ACF) in accordance with the requirements of the current TxCDBG Project Implementation Manual. Failure by Contractor to submit a complete ACF by the required due date will adversely affect funding for all existing contracts, eligibility to apply for assistance under the TxCDBG Program, and the issuance of new contracts for funding awards.

C. Single Audit Report. If Contractor expends \$750,000 or more in Federal awards, including TxCDBG funds or other Federal financial assistance received indirectly from pass-through entities, during a fiscal year, Contractor shall be responsible for obtaining an audit in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501–7507) and other applicable federal regulations. The audit shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits.

1. Contractor shall submit required audit documentation (single audit package), as specified in the TxCDBG Project Implementation Manual, to the Department within 30 days after completion of the audit, but no later than nine (9) months after the end of the audit period (i.e., after Contractor's fiscal year end).
2. Contractor shall ensure that the audit report is made available for public inspection within 30 days after completion of the audit.
3. Failure by Contractor to submit a completed single audit package as described in the audit requirements by the required due date will adversely affect funding for all existing contracts, eligibility to apply for assistance under the TxCDBG Program, and the issuance of new contracts for funding awards.

D. Contractor shall take such action to facilitate the performance of such audit or audits conducted pursuant to this Section and Section 7 as the Department may require of Contractor. Contractor shall establish written standard operating procedures and internal controls to include the timely procurement of a CPA firm to start and complete the year end single audit report if applicable, in order to comply with contractual and regulatory requirements. The Department shall not release any funds for any costs incurred by Contractor under this contract until the Department has received a copy of any audit report required by this Section.

SECTION 13. ENVIRONMENTAL REVIEW REQUIREMENTS

A. Contractor understands and agrees that it is responsible for environmental review, decision-making, and action under 42 U.S.C. 5304(g), the National Environmental Policy Act of 1969 (NEPA) [42 U.S.C. 4321 et seq.], and other provisions of law which further the purposes of NEPA, as specified in 24 CFR 58.5. Contractor shall comply with the environmental review procedures set forth in 24 CFR Part 58, the TxCDBG Project Implementation Manual, and all other applicable federal, state, and local laws insofar as they apply to the performance of this contract. Contractor must certify that it has complied with the requirements that would apply under the laws and authorities cited in 24 CFR 58.5 and must consider the criteria, standards, policies and regulations of these laws and authorities. In addition, Contractor must comply with the requirements specified in 24 CFR 58.6.

Contractor shall be responsible for complying with all applicable requirements; for issuing public notifications; for submitting a request for release of funds and related certifications, when required; and for ensuring the Environmental Review Record is complete.

B. Limitations on Activities Pending Clearance

1. Neither Contractor nor any participant in the development process, or any of their contractors, may commit TxCDBG funds on an activity or project, or execute a legally binding agreement for property acquisition, rehabilitation, conversion, repair or construction pertaining to a specific site, until Contractor has completed the 24 CFR Part 58 environmental review process and the Department has authorized use of grant funds or approved the Contractor's request for release of funds and related certification. In addition, until Contractor's request for release of funds and related certification have been approved, neither the Contractor nor any participant in the development process may commit non-TxCDBG funds on or undertake an activity or project if the activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives.

2. If an activity is exempt under 24 CFR 58.34, or is categorically excluded (except in extraordinary circumstances) under 24 CFR 58.35(b), a request for release of funds is not required but Contractor must document its determination as required in 24 CFR 58.34(b) and 58.35(d). Contractor shall comply with the requirements and procedures in the current TxCDBG Project Implementation Manual, and shall submit to the Department a Determination of Exemption or Determination of Categorical Exclusion, as applicable, and other required environmental compliance documentation as specified in the Implementation Manual. Contractor shall also comply with other applicable requirements, as specified in 24 CFR 58.6, regardless of whether the activity is exempt under 24 CFR 58.34 or categorically excluded under 24 CFR 58.35(b).

C. In accordance with 24 CFR 58.77(b), Contractor shall handle inquiries and complaints from persons and agencies seeking redress in relation to environmental reviews covered by approved certifications.

SECTION 14. CITIZEN PARTICIPATION REQUIREMENTS

A. Contractor shall provide for and encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which the funds provided under this contract are used, in accordance with 24 CFR 570.486 and this contract.

B. Contractor shall hold a public hearing concerning any activities proposed to be added, deleted, or substantially changed, as determined by the Department, from the activities specified in the Application or the Performance Statement.

C. Prior to the programmatic closure of this contract, Contractor shall hold a public hearing to review its performance under this contract.

D. For each public hearing scheduled and conducted by Contractor under this Section, Contractor shall comply with the hearing requirements specified in the TxCDBG Project Implementation Manual.

E. Notwithstanding the provisions of Section 7 of this contract, Contractor shall retain documentation of public hearing notices, a list of the attendees at each hearing, and minutes of each hearing held in accordance with this section for a period of three (3) years after the termination of this contract. Contractor shall make such records available to the public in accordance with Texas Government Code, Chapter 552.

F. Complaint Procedures. Contractor shall maintain written citizen complaint procedures that provide a timely written response to complaints and grievances. Such procedures shall comply with the Department's requirements. Contractor shall ensure that its citizens are aware of the location and hours at which they may obtain a copy of the written procedures and the address and phone number for submitting complaints.

SECTION 15. DEBARMENT

By signing this contract, Contractor certifies that it is not debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. Contractor is required to immediately report to the Department if it is debarred, suspended or otherwise excluded

from or ineligible for participation in federal assistance programs. Additionally, Contractor certifies that it will not award any funds provided under this contract to any party which is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs. Contractor shall verify the eligibility status of each proposed subcontractor under this contract and its principals and retain documentation in the local files.

SECTION 16. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights and Anti-discrimination

1. Contractor agrees to ensure that no person shall on the grounds of race, color, national origin, religion, sex, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity assisted in whole or in part with TxCDBG funds.
2. Contractor agrees to comply with all federal, state and local civil rights laws and ordinances, including but not limited to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*), as amended; the Fair Housing Act (42 U.S.C. 3601 *et seq.*), as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(b) and 24 CFR Part 6, respectively), as amended; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*); the Architectural Barriers Act of 1968 (42 U.S.C. 4151 *et seq.*); the Age Discrimination Act of 1975 (42 U.S.C., 6101 *et seq.*); and Executive Order 11063 (Equal Opportunity in Housing), as amended by Executive Order 12259.
3. Contractor agrees to comply with the non-discrimination laws, regulations, and executive orders referenced in 24 CFR 570.607 in employment and contracting opportunities.
4. Contractor shall include the terms and conditions of this civil rights clause in every subcontract or purchase order so that these terms and conditions will be binding upon each subcontractor or vendor.

B. Employment Restrictions

1. Prohibited Activity. Contractor agrees that no funds provided, nor personnel employed, under this contract shall be used for: political activities or to further the election or defeat of any candidate for public office; lobbying; inherently religious activities; political patronage; and nepotism activities.
2. Labor Standards
 - a. Contractor agrees to comply with the requirements of the U.S. Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 3141 *et seq.*) as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 *et seq.*), and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract.
 - b. Contractor agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*; 40 U.S.C. 3145) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 3. Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.
 - c. Contractor agrees that, except with respect to the rehabilitation of residential property containing less than eight (8) units, all subcontractors engaged under contracts in excess of \$2,000 for construction, alteration or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Department pertaining to such contracts and with the applicable requirements of the regulations of the U.S. Department of Labor, under 29 CFR Parts 1, 3, and 5 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Contractor of its obligation, if any, to require payment of the higher wage.

Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). Section 3 requires that, to the greatest extent feasible, opportunities for training, employment, contracting and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3 be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract will comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. Contractor agrees to send to each labor organization or representative of workers with which Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

d. Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. Contractor will not subcontract with any entity where Contractor has notice or knowledge that the entity has been found in violation of the regulations in 24 CFR Part 135.

e. Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent Contractor's obligations under 24 CFR Part 135.

f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

C. Conflict of Interest. Contractor agrees to abide by the provisions of Chapter 171, Texas Local Government Code, 2 CFR 200.318-200.319, and 24 CFR 570.489, which include but are not limited to the following:

1. Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by TxCDBG funds.

2. No employee, officer or agent of Contractor shall participate in the selection, or in the award, or administration of, a contract supported by TxCDBG funds if a conflict of interest, real or apparent, would be involved.

3. No covered persons who exercise or have exercised any functions or responsibilities with respect to TxCDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the TxCDBG-assisted activity, or with respect to the proceeds from the TxCDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this

paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Department, the Contractor, or any designated public agency.

4. Contractor shall include in all subcontracts any necessary provisions to eliminate or neutralize conflicts of interest.

D. Lobbying

1. No funds provided under this contract shall be used to pay any person to communicate with (a) a member of the legislative or executive branch of state government, as defined in Chapter 305 of the Texas Government Code, which includes a member-elect, officer-elect, officer or employee of the legislature or a legislative committee, and officer or employee of any state agency, department or office in the executive branch; (b) a Member of Congress; or (c) an officer or employee of Congress or a federal agency, to influence legislation or administrative action.

2. The following activities are excepted from the coverage of paragraph 1: technical and factual presentations on topics directly related to the performance of this contract in response to a documented request made by the Department.

SECTION 17. FRAUD, ABUSE, AND MISMANAGEMENT

Contractor must take steps, as directed by the Department, to avoid or mitigate occurrences of fraud, abuse, and mismanagement especially with respect to the financial management of this contract and procurements made under this contract. Upon the discovery of such alleged or suspected fraud or any incident of misapplication of TxCDBG funds associated with this contract, Contractor shall immediately notify the Department and appropriate law enforcement authorities, if necessary, of the theft of any assets provided for under this contract, malfeasance, abuse of power or authority, kickbacks, or the embezzlement or loss of any funds under this contract.

SECTION 18. EFFECTIVE DATE

This contract is not effective unless signed by the Commissioner of the Department or by his authorized designee.

SECTION 19. WAIVER

Any right or remedy provided for in this contract shall not preclude the exercise of any other right or remedy under this contract or under any provision of law, nor shall any action taken by the Department in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. The Department’s failure to act with respect to a breach by Contractor does not waive its right to act with respect to subsequent or similar breaches. The failure of the Department to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION 20. ORAL AND WRITTEN AGREEMENTS

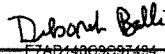
A. All oral and written agreements between the parties to this contract relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to writing and are contained in this contract.

B. The attachments specified in Section 4.A. above are hereby made a part of this contract and constitute promised performances by Contractor in accordance with Section 4 of this contract.

SECTION 21. VENUE

For purposes of litigation pursuant to this contract, venue shall lie in Travis County, Texas.

Signed:

| | |
|---|-----------|
| <small>DocuSigned by:</small>  <small>E7AD143C9C97434...</small> | 5/29/2019 |
| Deborah Balli, City Manager City of Kingsville | Date |

Approved and accepted on behalf of the Texas Department of Agriculture.

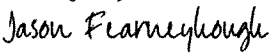
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| Jason Fearneyhough, Deputy Commissioner Texas Department of Agriculture | Date |

EXHIBIT A
PERFORMANCE STATEMENT
CITY OF KINGSVILLE

All activities funded with TxCDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons, aid in the prevention or elimination of slums or blight, or meet community development needs having a particular urgency.

Contractor shall carry out the following activities in the target area identified in the Application. The Contractor shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in the Budget.

CURRENT NEED

The purpose of this Economic Development project is to provide infrastructure in the form of sidewalk activities in the Main Street area designated by the Contractor. The Contractor certifies that the activities carried out under this contract will meet the national objective of aiding in the prevention or elimination of slums or blight.

ACTIVITIES

Sidewalk Improvements The "minimum necessary" activities shall consist of installing approximately six hundred linear feet (600 l.f.) of concrete sidewalk, six hundred linear feet (600 l.f.) of concrete curb, twelve (12) ADA accessible curb ramps, eight (8) concrete sidewalk bulb-outs. These improvements shall be in the following location(s):

| STREET | FROM | TO |
|----------------|------------------------|------------------------|
| Kleberg Avenue | 7 th Street | 8 th Street |

Lighting Improvements The "minimum necessary" activities shall consist of installing eight (8) street lights and necessary appurtenances.

Engineering

Contractor shall ensure that the amount of Department funds expended for all eligible project-related engineering services, including preliminary and final design plans and specifications, all interim and final inspections, and all special services does not exceed the amount specified for engineering in the Budget.

General Administration

Contractor shall ensure that the amount of Department funds expended for all eligible project-related administration activities, including the required annual program compliance and fiscal audit does not exceed the amount specified for administration in the Budget.

EXHIBIT B**BUDGET****CITY OF KINGSVILLE**

| <u>Project Activities</u> | <u>Contract Funds</u> | <u>Other Funds</u> | <u>Total Funds</u> |
|--|----------------------------------|---------------------------|---------------------------|
| 03L Sidewalk Improvements - Total | \$250,000 | \$73,714 | \$323,714 |
| Sidewalk Improvements-Construction | \$250,000 | \$0 | \$250,000 |
| Lighting Improvements - Construction | \$0 | \$50,000 | \$50,000 |
| Sidewalk Improvements –Engineering | \$0 | \$23,714 | \$23,714 |
| 21A General Program Administration - Total | \$0 | \$8,835 | \$8,835 |
| TOTALS | \$250,000 | \$82,549 | \$332,549 |

Source of Other Funds:

- 1 – City of Kingsville, General Funds (50,000)
- 2 – City of Kingsville, In-Kind Administration (\$8,835)
- 3 – City of Kingsville, In-Kind Engineering (\$23,714)

EXHIBIT C

PROJECT IMPLEMENTATION SCHEDULE

CITY OF KINGSVILLE

CONTRACT START DATE
May 6, 2019

CONTRACT END DATE
May 5, 2021

If Contractor fails to meet milestones in accordance with this schedule, the Department will withhold payments to Contractor until such milestone has been completed.

| Activity To Be Completed by Date Specified: | | Milestone Date |
|---|----------|-----------------------|
| Procurement of Professional Services Completed | Month 2 | 7/6/2019 |
| 4-Month Conference Call / Meeting Completed ⁽¹⁾ | Month 4 | 9/6/2019 |
| Plans and Specifications Completed | Month 6 | 11/6/2019 |
| Plans and Specifications Submitted for Approval (as required ¹) | Month 6 | 11/6/2019 |
| Environmental Review Completed | Month 6 | 11/6/2019 |
| Clearance of Pre-Construction Special Conditions | Month 8 | 1/6/2020 |
| Wage Rate 10-Day Confirmation | Month 8 | 1/6/2020 |
| Construction Contract Awarded & Executed | Month 9 | 2/6/2020 |
| Construction - 50% TxCDBG project complete | Month 14 | 7/6/2020 |
| Construction - 75% TxCDBG project complete | Month 17 | 10/6/2020 |
| Construction - 90% TxCDBG project complete | Month 19 | 12/6/2020 |
| Construction & Final Inspections Completed | Month 20 | 1/6/2021 |
| End Date of Contract | Month 24 | 5/5/2021 |
| Close-out documents submitted to Department (60 days after End Date) | Month 26 | 7/4/2021 |

⁽¹⁾ See TxCDBG Project Implementation Manual

EXHIBIT D
SPECIAL CONDITIONS
CITY OF KINGSVILLE

A. Special Conditions for Release of Construction Funds

Funds for construction activities under this contract will not be released to Contractor by the Department until the following special conditions for release of funds are met. These special conditions must be satisfactorily completed no later than twelve (12) months after the contract start date. In accordance with Section 6 of the contract, the Department may terminate this contract twelve (12) months after the commencement date specified in Section 2 if these special conditions are not met by such date. Contractor shall submit to the Department:

1. Documentation evidencing Contractor's completion of its responsibilities for environmental review and decision-making pertaining to the project as required by Section 13 (Environmental Review) of this contract, and its compliance with NEPA and other provisions of law as specified in 24 CFR 58.5.
2. Certification that Contractor has received all required pre-construction permits or approvals from the appropriate federal, state, or local entity or regulatory agency prior to beginning construction activities under this contract.
3. Other documentation required by the Department for release of construction funds as specified in Chapter 2 of the TxCDBG Project Implementation Manual.

B. Other Special Conditions

1. Project Mapping/Design Information and Copyright

a. Contractor shall receive and maintain a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to Contractor. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the engineer shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to Contractor. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be received and maintained by Contractor in written form. Contractor shall provide the Department upon request a copy of all the electronic files and other data received, including the original vector data, and all documentation in electronic format, on a CD or other media in a file format determined by the Department. If requested by the Department, Contractor shall ensure that the CD copy of all the electronic files and other data provided to the Department are properly identified. Specifically, the CD label shall show Contractor's name, the Department's assigned contract number, the contents of CD, the preparer's name, and the name of the software package(s) used to generate the maps on the CD.

b. Where activities supported by this contract produce copyrightable material, Contractor shall not assert any rights at common law or in equity or establish any claim to statutory copyright in such material without the Department's prior written approval. The Department reserves a royalty-free, nonexclusive, and irrevocable license to copy, produce, publish, and use such material, and to authorize others to do so.

- c. Provisions appropriate to effectuate the purposes of this subsection must be in all employment contracts, consultant contracts, including engineering consultant contracts, and other contracts or agreements in which funds received by Contractor under this contract are involved.
2. Contractor shall provide to the Department a copy of the final Inspection Approval letter from the Texas Department of Licensing and Regulation for the plans and specifications specified in the Performance Statement.

EXHIBIT E

APPLICABLE LAWS AND REGULATIONS

Contractor shall comply with the HCD Act; laws and regulations specified in this contract; and with all other federal, state, and local laws and regulations insofar as they apply to the performance of this contract, including but not limited to the laws and regulations specified in this Exhibit.

I. LEAD-BASED PAINT

Any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to the Lead-Based Paint laws cited in 24 CFR 570.608, and implementing regulations at 24 CFR Part 35.

II. ENVIRONMENTAL LAW AND AUTHORITIES

- A. Council on Environmental Quality regulations contained in 40 CFR parts 1500 through 1508
- B. Historic Properties
 - National Historic Preservation Act of 1966, as amended (54 U.S.C. 300101 *et seq.*)
 - Executive Order 11593, Protection and Enhancement of the Cultural Environment
 - Federal historic preservation regulations at 36 CFR part 800
 - Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (54 U.S.C. 312501-312508), as amended
- C. Floodplain management and wetland protection - Executive Order 11988, Floodplain Management; Executive Order 11990, Protection of Wetlands; and HUD regulations at 24 CFR part 55
- D. Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*), as amended
- E. Water systems
 - Safe Drinking Water Act of 1974 (42 U.S.C. 300f *et seq.*) as amended
 - Sole Source Aquifers (Environmental Protection Agency - 40 CFR part 149)
- F. Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*) as amended
- G. Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*) as amended
- H. Air quality
 - Clean Air Act (42 U.S.C. 7401 *et seq.*) as amended
 - Determining Conformity of General Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency - 40 CFR parts 6, 51, and 93)
- I. Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 *et seq.*), and implementing regulations at 7 CFR part 658
- J. HUD environmental criteria and standards at 24 CFR part 51
- K. Executive Order 12898, Environmental Justice in Minority Populations and Low-Income Populations

III. ACQUISITION/RELOCATION

Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601 *et seq.*, and HUD regulations at 24 CFR Part 42 and 24 CFR 570.606

IV. FAITH-BASED ACTIVITIES

Executive Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations, as amended by Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations, and HUD regulations at 24 CFR 570.200(j)

V. OTHER UNIFORM ADMINISTRATIVE REQUIREMENTS

- A. English Language - 2 CFR 200.111
- B. Mandatory Disclosures - 2 CFR 200.113

EXHIBIT F

CERTIFICATIONS

NOTE: Certain of these certifications and assurances may not be applicable to Contractor's project or program.

As the duly authorized representative of the City of Kingsville, I certify that:

Affirmatively Further Fair Housing — It will comply with the Fair Housing Act (42 U.S.C. 3601 *et seq.*), as amended, and HUD's implementing regulations at 24 CFR Part 100; and it will affirmatively further fair housing, as specified by the Department.

Anti-discrimination Laws — It will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*) and HUD's implementing regulations at 24 CFR Part 1; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and HUD's implementing regulations at 24 CFR Part 8; and the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107), as amended, and HUD's implementing regulations at 24 CFR Part 146.

Anti-displacement and Relocation Plan -- It will minimize displacement of persons as a result of activities assisted with TxCDBG funds; it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and implementing regulations at 49 CFR Part 24 and 24 CFR 42 Subpart A; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with TxCDBG funding.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraphs 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105 and the Department.

Environmental Review -- It will comply with environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 *et seq.*) and related Federal authorities prior to the commitment or expenditure of funds for property acquisition and physical development activities subject to implementing regulations at 24 CFR Parts 50 or 58.

Excessive Force -- It has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations, and a

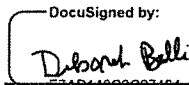
policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Use of Funds (Special Assessments) -- It will not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (A) such funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from other revenue sources; or (B) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the jurisdiction certifies that it lacks sufficient CDBG funds to comply with the requirements of subclause (A).

Compliance with Laws -- It will comply with applicable laws.

DocuSigned by:

Signature/Authorized Official
Deborah Balli
Printed Name
Finance Director
Title

5/29/2019
Date

These certifications are material representations of fact upon which the Department can rely when entering into and executing this contract. If it is later determined that the City of Kingsville knowingly made an erroneous certification, it may be subject to criminal prosecution. The Department may also terminate the award and take other available remedies.

RESOLUTION #2020-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT FOR 2019 DOWNTOWN IMPROVEMENTS BETWEEN ETECH CONSTRUCTION INC. AND THE CITY OF KINGSVILLE FOR 2019 DOWNTOWN IMPROVEMENTS-KLEBERG AVE. (TXCDBG CONTRACT #7219012); REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville (City) went out for RFP#20-08 for improvements to sidewalks, steps, ADA ramps, curb extensions and street lighting in the downtown area along Kleberg Ave. in the local newspaper on March 19, 2020 and March 26, 2020, opened bids on April 7, 2020, and awarded a bid on April 27, 2020 to Etech Construction Inc. (Etech) for the 2019 Downtown Improvements; and

WHEREAS, the parties have negotiated the contract for the 2019 Downtown Improvements ("project") under this agreement which is for the Base Bid and Addendum No.1, and the project is being done pursuant to Texas Community Development Block Grant Contract #7219012; and

WHEREAS, the City and Etech have worked to prepare the Construction Contract for 2019 Downtown Improvements.

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 execute the Construction Contract for 2019 Downtown Improvements) between Etech Construction Inc. and the City of Kingsville, in accordance with Exhibit A hereto.

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 _____ 27th day of April, 2020.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

CONSTRUCTION CONTRACT for 2019 DOWNTOWN IMPROVEMENTS

THIS AGREEMENT made this the _____ day of _____, 2020, by and between the Etech Construction Inc. (a corporation organized and existing under the laws of the State of Texas) hereinafter called the “*Contractor*”, and the City of Kingsville, Texas (a home rule municipal corporation) hereinafter called the “*City*.”

WITNESSETH, that the Contractor and the City for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the Project; namely, 2019 Downtown Improvement – Kleberg Avenue (under the Texas Community Development Block Grant Contract #7219012). The Downtown Improvements (sidewalks, gutters, ramps, drainage, bulb-out, etc.) for the City of Kingsville Texas Community Development Block Grant (TxCDBG) project, all in strict accordance with the contract documents including all addenda thereto, numbered Addendum #1, dated March 30, 2020 all as prepared by City of Kingsville – Engineering Department acting and in these contract documents preparation, referred to as the “*Engineer*”.

ARTICLE 2. The Contract Price. The City will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the *unit prices* stipulated in the Bid for the several respective items of work completed subject to additions and deductions as provided in Bid Schedule –Base Bid & Addendum #1 hereof. That being said, the City expects it will pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in Section 109 hereof, the sum of Two Hundred Sixty-Eight Thousand Nine Hundred Ninety-Five Dollars (\$268,995.00).

ARTICLE 3. The Contract. The executed contract documents shall consist of the following components:

- | | |
|------------------------------|--|
| a. This Agreement (pgs. 1-2) | f. General Conditions, Part I |
| b. Addenda | g. Special Conditions |
| c. Invitation for Bids | h. Technical Specifications |
| d. Instructions to Bidders | i. Drawings (<i>as listed in the Schedule of Drawings</i>) |
| e. Signed Copy of Bid | j. [Add any applicable documents] |

ARTICLE 4. Performance. Work, in accordance with the Contract dated April 27, 2020, shall commence on or before _____, 2020, and Contractor shall complete the WORK within 180 consecutive calendar days thereafter. The date of completion of all WORK is therefore _____.

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in triplicate original copies on the day and year first above written.

Etech Construction Inc. (*The Contractor*)

By: _____

Title: _____

Corporate Certifications

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____, who signed this Agreement on behalf of the Contractor, was then _____ of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate
Seal

(*Corporate Secretary*)

City of Kingsville, TX (*City*)

By _____

By: Mark McLaughlin

Title: City Manager

Corporate Certifications

I, Mary Valenzuela, certify that I am the City Secretary of the municipal corporation named as City herein; that Mark McLaughlin, who signed this Agreement on behalf of the City, was then City Manager of said municipal corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate
Seal

(*Corporate Secretary*)

AGENDA ITEM #8

**City of Kingsville
Planning Dept.**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Cynthia Martin, Downtown Manager/Historic Preservation Officer

DATE: April 16, 2020

SUBJECT: Adoption of Design Guidelines for Kingsville's Historic Districts

Summary: The City of Kingsville was awarded a Certified Local Government grant to hire a consultant to prepare design guidelines for the city's historic districts. This item requests that the City adopt the Design Guidelines which were so prepared.

Background: As growth and development take place in the historic areas of Kingsville, it is desirable to maintain the integrity of existing neighborhoods, to develop more housing options in traditional neighborhoods and to enhance the city's historic downtown center. Design guidelines provide guidance for property owners when they are planning or undertaking a project to make alterations to their house, building or property. These design guidelines may be viewed as best practices to follow in the interest of their individual property, the community and the City

The design guidelines were prepared in accordance with the Secretary of the Interior's Standards for Rehabilitation, the same standards by which projects are evaluated for compliance with the City's historic preservation ordinance and were reviewed and approved by the Texas Historical Commission. They were written with the unique character of Kingsville's local historic district and Downtown National Register District in mind. The guidelines are available in both English and Spanish and can be found on the City's website under Planning & Development Services.

Financial Impact: None

Recommendation: It is recommended that the Design Guidelines so prepared be adopted by the City of Kingsville.



PERMIT PROCEDURES

Sec. 15-5-30. - Permit Applications; Duties and Responsibilities of Board and Staff of Planning and Development Services.

- (A) Construction, reconstruction, alteration, restoration, demolition, or relocation procedure.
- (1) It is recommended that the applicant review in its entirety, the application packet that is given to them by the Planning Department staff. This packet (City of Kingsville Historical Development Board Application for permit review) provides the applicant the information that they should need in deciding to move forward with their project.
 - (2) Upon receipt of an application for a permit in a historic district or historic landmark, a staff member from the City Planning Department shall evaluate if the desired construction, reconstruction, alteration, restoration, demolition, or relocation of a building, structure, or appurtenance will destroy the historical or architectural integrity of the site per the Secretary of the Interior's "Standards for Rehabilitation" No. 1—No. 10.
 - (3) Applications for signage, certain minor alterations, additions, ordinary repairs or maintenance may be reviewed and approved administratively by the historic preservation officer without review by the historic development board. If an application for a permit is denied or modified by the historic preservation officer, then the applicant shall have five days after receiving notice of the requested modification or denial to submit in writing a request for appeal to the historic development board. The request for appeal shall be submitted to the director of planning and development services.

For purposes of this article, those activities which constitute signage, minor alterations, additions, repairs or maintenance include but are not limited to:

- (a) Replacement of deteriorated features, materials, or finishes with the same
- (b) Foundation, driveway, patio and sidewalk repair using the same type and color of materials
- (c) HVAC out of public site
- (d) Replacement of synthetic sidings with original wood siding
- (e) Paint colors consistent with district
- (f) Demolition of non-historic accessory structures or additions
- (g) New signage, sign replacement or temporary banners
- (h) New or replacement fencing out of public sign
- (i) Minor landscaping or pool construction
- (j) Removal of burglar bars and doors
- (k) Reroofing, using the same type and color of material
- (l) Minor changes to the existing certificates of approval

A clear photograph of the building, object, or structure to be repaired, a brief description of the intended work and samples of replacement materials or paint for comparison with the existing building, object or structure must be furnished with the application. Site plan and specifications may be required as needed for adequate administrative review as determined by the historic preservation officer.

- (4) Applications that do not meet the criteria in § 15-5-30(3) shall be considered by the Board. The Board shall at the next regularly scheduled meeting consider the application for approval, approval with recommended changes, or disapproval. The person applying for the permit shall

be advised of the time and place of the meeting and invited to appear to his/her reasons therefor. The Board may invite such other persons or groups as it desires to attend its meetings. The Board may hold any additional meetings it considers necessary to carry out its responsibilities as enumerated in this article.

- (5) The staff of the City Planning Department shall not take action upon a permit that destroys the historical integrity of a site unless such work has been approved by majority vote of the Historical Development Board as provided in § 15-5-19 of this article.
- (6) City staff shall act in accordance with the procedures presently being followed in that office except as those procedures are necessarily modified by the following requirements:
 - (a) They shall forward to the office of the Board a copy of application for a building permit together with a copy of a plot plan and the building plans and specifications filed by the applicant.
 - (b) They shall maintain in the Planning Department Office a record of all such applications, actions, and final disposition of the same, which shall be in addition to and appropriately cross-referenced to his other records.
 - (c) They shall require applicants to submit a sufficient number of additional copies of material required to be attached to an application for a building permit in compliance with the foregoing.
- (7) Renewal of Permit, Administratively or Historical Development Board.

The applicant has 12 months, to start construction from the approved date on the permit. If the applicant has not started in the 12 month time period, the applicant may request an extension before the 12 month time limit expires. The extension time period will be determined by the authorizing personnel. Depending upon who approved the permit will determine who approves the extension. Example, if the permit was approved administratively the staff will decide on the extension. If the permit was approved by the Historical Development Board then they will make that decision. In either case, the decision on the extension request will be done in writing and given to the applicant. Only one extension will be granted by either approving entity.

- (B) *Standards to be applied.* The same criteria considered by staff members of the City Planning Department as set forth in § 15-5-31 of this article shall be applied by the staff member in arriving at his determination as to issuance or denial of the permit.
- (C) *Historic sites.* Property tax relief for historic structure revitalization.
- (D) *Application for historic designation as a subject, site, landmark, structure, district or area.*
 - (1) Application process will entail a completed "city historical site register" form.
 - (2) The Texas Historical Commission rules will apply for designation as an historic site, area, district.
 - (3) The Historic Development Board will review each application and make a recommendation to the City Commission within 60 days of the application.

(1962 Code, § 2-10-10; Ord. 91034, passed 10-28-91; Ord. 97013, passed 5-28-97; Ord. 97044, passed 12-8-97; Ord. 2016-32, passed 6-13-16; Ord. 2018-74, § I, passed 12-10-2018)

Editor's note— Ord. 2018-74, § I, passed Dec. 10, 2018, amended § 15-5-30 and in so doing changed the title of said section from "Permit applications; duties and responsibilities of board and staff of planning and urban development department" to "Permit applications; duties and responsibilities of board and staff of planning and development services," as set out herein.

Sec. 15-5-31. - Criteria to be Used by Board and Historic Preservation Officer in Determining its Decisions on Permits.

(A) Historic districts.

- (1) The effect of the proposed change upon the general historic, cultural and architectural nature of the district.
- (2) The appropriateness of exterior architectural features which can be seen from a public street, alley, road, highway or walkway.
- (3) The general design, arrangement, texture, material and color of the building, structure or appurtenances and the relation of such factors to similar features of buildings, structures or appurtenances in the district. The criterion shall not be the aesthetic appeal to the Board of the structure or the proposed remodeling, but rather its conformity to the general character of the particular historic area involved.
- (4) Signs which are out of keeping with the character of the historic district in question shall not be permitted.
- (5) The value of the historic district as an area of unique interest and character shall not be impaired.

(B) Historic landmark.

- (1) The effect of the proposed change upon the historic, architectural, or cultural nature of the landmark.
- (2) The appropriateness of exterior architectural features which can be seen from a public street, alley, road, highway or walkway.
- (3) The general design, arrangement, texture, material and color of the building or structure site and the similarity, contrast, or other relation of such factors to other landmarks built at or during the same period, as well as the uniqueness of such features, considering the remaining examples of architectural, historical, and cultural values.
- (4) Signs which are out of keeping with the character of the historic landmark shall not be permitted.
- (5) The value of the historic landmark as a place of unique interest or character shall not be impaired.

(1962 Code, § 2-10-12; Ord. 91034, passed 10-28-91; Ord. 97044, passed 12-8-97; Ord. 2016-32, passed 6-13-16; Ord. 2018-74, § I, passed 12-10-2018)

Editor's note— Ord. 2018-74, § I, passed Dec. 10, 2018, amended § 15-5-31 and in so doing changed the title of said section from "Criteria to be used by board in determining its decisions on permits" to "Criteria to be used by board and historic preservation officer in determining its decisions on permits," as set out herein.

Sec. 15-5-32. - Findings of the board concerning permit applications.

- (A) If the Board decides to recommend against the granting of a permit, it shall indicate to the applicant the changes in plans and specifications, if any, which in the opinion of the Board, would protect the distinctive historical character of the historic district or historic landmark. If the applicant determines that he will make the suggested changes, he shall so advise the Board within 5 days of receipt of Board's decision.

(B) An applicant who is dissatisfied with a decision of the Board shall have the right within 30 days of receipt of notification of the Board's decision to appeal said decision to the City Commission, by giving written notice of appeal to the Director of Planning & Development Services.

(1962 Code, § 2-10-13; Ord. 91034, passed 10-28-91; Ord. 97044, passed 12-8-97; Ord. 2016-32, passed 6-13-16)

Sec. 15-5-33. - Action by city commission.

Upon receipt of the report from the Director of Planning & Development Services, the City Commission shall receive the appeal at the next available regularly scheduled meeting.

(1962 Code, § 2-10-14; Ord. 91034, passed 10-28-91; Ord. 2016-32, passed 6-13-16)

Sec. 15-5-34. - Reapplication for permit.

In the case of disapproval of an application by the City Commission, the application shall not be resubmitted for consideration until at least one year has elapsed from the date of disapproval unless the indicated changes in the plans and specifications required to meet the conditions for protection the district or landmark have been incorporated into the reapplication.

(1962 Code, § 2-10-15; Ord. 91034, passed 10-28-91)

Secs. 15-5-35—15-5-97. - Reserved.

Sec. 15-5-98. - Violations.

It shall be unlawful to construct, reconstruct, structurally alter, remodel, renovate, relocated, restore, demolish, raze or maintain any building, structure, accessory building, fence or other appurtenance in an historic district or historic landmark in violation of the provisions of this article; and proper city officials, or their duly authorized representatives, in addition to other remedies, may institute any appropriate action or proceedings to prevent such unlawful construction, reconstruction, structural alteration, remodeling, renovation, restoration, relocation, demolition, razing, or maintenance, to restrain, correct or abate such violations, to prevent any illegal act, conduct business or maintenance in and about such premises. Each day such violation continues shall constitute a separate violation.

(1962 Code, § 2-10-17(A); Ord. 91034, passed 10-28-91)

Cross reference— Penalty, see § 15-5-99.

Sec. 15-5-99. - Penalty.

Any person violating any provision of this article shall be guilty of a misdemeanor, and each shall be deemed guilty of a separate offense for each day or portion thereof during which any violation hereof is committed, continued or permitted, and upon conviction any such violation shall be punishable by a fine not to exceed \$200.00.

(1962 Code, § 2-10-17(B); Ord. 91034, passed 10-28-91)

ORDINANCE #2020-_____

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES CHAPTER XV, ARTICLE 5-HISTORICAL DISTRICTS AND LANDMARKS, SECTION 15-5-30, PROVIDING FOR ADOPTION OF DESIGN GUIDELINES FOR THE HISTORIC DISTRICT; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, the City was awarded a Certified Local Government grant to hire a consultant to prepare design guidelines for the city's historic districts and has completed the grant project; and

WHEREAS, design guidelines provide guidance for property owners when they are planning or undertaking a project in the historic district; and

WHEREAS, the design guidelines were prepared in accordance with the Secretary of the Interior's Standards for Rehabilitation and were approved by the Texas Historical Commission and are hereby adopted by the City of Kingsville; and

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

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

I.

THAT Sections 15-5-30 of Article 5: Historical Districts and Landmarks of Chapter XV, Land Usage, of the Code of Ordinances of the City of Kingsville, Texas shall be amended to read as follows:

...

PERMIT PROCEDURES

Sec. 15-5-30. - Permit Applications; Duties and Responsibilities of Board and Staff of Planning and Development Services.

(A) Construction, reconstruction, alteration, restoration, demolition, or relocation procedure.

(1) It is recommended that the applicant review in its entirety, the application packet that is given to them by the Planning Department staff. This packet (City

of Kingsville Historical Development Board Application for permit review) provides the applicant the information that they should need in deciding to move forward with their project.

(2) Upon receipt of an application for a permit in a historic district or historic landmark, a staff member from the City Planning Department shall evaluate if the desired construction, reconstruction, alteration, restoration, demolition, or relocation of a building, structure, or appurtenance will destroy the historical or architectural integrity of the site per the Secretary of the Interior's "Standards for Rehabilitation" No. 1—No. 10 and are consistent with the City of Kingsville Historic District Design Guidelines and any amendments thereto.

(3) Applications for signage, certain minor alterations, additions, ordinary repairs or maintenance may be reviewed and approved administratively by the historic preservation officer without review by the historic development board. If an application for a permit is denied or modified by the historic preservation officer, then the applicant shall have five days after receiving notice of the requested modification or denial to submit in writing a request for appeal to the historic development board. The request for appeal shall be submitted to the director of planning and development services.

For purposes of this article, those activities which constitute signage, minor alterations, additions, repairs or maintenance include but are not limited to:

- (a) Replacement of deteriorated features, materials, or finishes with the same
- (b) Foundation, driveway, patio and sidewalk repair using the same type and color of materials
- (c) HVAC out of public site
- (d) Replacement of synthetic sidings with original wood siding
- (e) Paint colors consistent with district
- (f) Demolition of non-historic accessory structures or additions
- (g) New signage, sign replacement or temporary banners
- (h) New or replacement fencing out of public sign
- (i) Minor landscaping or pool construction
- (j) Removal of burglar bars and doors
- (k) Reroofing, using the same type and color of material
- (l) Minor changes to the existing certificates of approval

A clear photograph of the building, object, or structure to be repaired, a brief description of the intended work and samples of replacement materials or paint for comparison with the existing building, object or structure must be furnished

with the application. Site plan and specifications may be required as needed for adequate administrative review as determined by the historic preservation officer.

...

I.

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

III.

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

IV.

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

INTRODUCED on this the 27th day of April, 2020.

PASSED AND APPROVED on this the 11th day of May, 2020.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #9

City of Kingsville Police Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Ricardo Torres, Chief of Police

DATE: April 17, 2020

SUBJECT: Request for Application BJA-2020-17028 Strategies for Policing Innovation Grant

Summary:

The police department is requesting a resolution for application and acceptance of BJA-2020-17028 Strategies for Policing Innovation Grant.

Background:

Strategies for Policing Innovation provides funding to enable police agencies to effectively use evidence-based practices, data, and technology. Recipients of funding under the FY 2020 SPI Program will test promising crime prevention, response, and reduction practices; build their capacity to analyze and use crime intelligence and data; implement and test justice information-sharing technology; and establish a system for evaluating their effectiveness.

SPI encourages and increases the use of science in criminal justice operations by leveraging analysis, technology, and evidence-based practices to improve performance and effectiveness.

To support the crime reduction problem identified by the applicant, the program funds the following:

- New personnel
- Overtime
- Software and/or hardware technology purchases
- Data analysis support

Purpose Area 1 of this solicitation seeks to fund projects that implement and test innovative approaches to operational challenges and violent crime reduction.

Purpose Area 2 seeks to fund projects that implement technology-driven justice information-sharing solutions at the state, local, territorial, and tribal levels that result in significant cost and time savings and enhance criminal justice policies and practices that promote public safety and reduce crime.



City of Kingsville Police Department

- Citizen Reporting Portal
 - Create a mobile friendly website designed to allow citizens to report minor offenses and complaints.
 - This portal provides access for a citizen to:
 - Determine the correct method to report an incident, and provides easy access to how to do that (links to device functionality like phone numbers, etc.)
 - Submit report information (location, involved persons, vehicles, property, etc.) in a user-friendly way
 - Easily provide supplemental information to previously reported incidents
 - manage/mitigate ongoing needs for contact from department personnel (case status, downloading copies of the report, etc.)
 - Reports filed through the citizen reporting tool will submit directly into the EFORCE® Software suite, allowing department personnel to create events pre-populated with the information, or append the information to existing RMS Events.
 - Make changes to RMS allowing department personnel to push completed reports from the suite to the portal, with controls for the agency to choose what content is released.
- Enhancing Current Data Sources
 - Add FI's Cards from the Mobile App
 - Utilizing the native functionality of devices to pre-fill location, date/time, etc. as well as take/attach photos (people (assign to DNA), property, vehicles, etc.) officers will be more likely to provide additional information.
 - Multi-Agency Sharing Enhancement
 - Add an option to allow departments to share limited information with agencies nationwide (not just in their region).
 - Enhance cross platform searching within the EFORCE® Software Suite
 - Add functionality to search CAD, FI, Citizen Reporting, and Tips with the Crime Analysis Tools
 - Scar, Mark, and Tattoo Enhancement
 - Add functionality to search for a SMT, and add a picture to a SMT entry
 - Enhancements to Known Associates
 - See known associates of known associates, people with known associates in common
 - Search for incidents by known associates
 - Person Alerts Enhancement
 - Add functionality to person alerts to better utilize them as risk factors for identifying a person as a suspect (probation/paroled, convicted sex offender, etc.)
 - Fields showing up in succession to selections made (example: Probation/Parole Alert selected, subsequent field asks for what type of crime they are paroled for)
- Creating Additional Data Sources
 - Citizen Engagement



City of Kingsville Police Department

- Create a crime map allowing citizens to search for incidents by location, incident type, date range, etc. and provide tips relevant to that incident.
 - Create a tip portal where citizens can submit information, feeding in to the EFORCE® System for investigators.
- Gang Affiliation
 - Add functionality to track gang membership, and tie this in with Crime Analysis as a variable for determining a suspect
- Predictive Policing Tools
 - Analysis of Historical Information
 - Add layers to the Dispatch Map on the Mobile App showing “Hotspots”.
 - Filters allow an officer to narrow their focus to their assignment (street crimes teams, gang units, narcotics units, etc.)
 - Map displays hotspots for patrol focus on, based on key indicators such as Date/Time, Severity/Frequency of Crimes, Recent Incidents, etc.
 - Display map in real time (adjust for day of the week/time, recent incidents, and other factors as the day progresses)
 - Add tool to analyze trends, with filters for location, crime type, date ranges, etc.
 - Generates charts and graphs with the selected data
 - Analysis of tips received from citizens, with the EFORCE® system proactively searching for key terms, names, etc.
 - Officer can create “alerts” where they would receive a notification when a tip was received meeting their predesignated criteria
 - System would suggest relevant tips to an officer based on similar information being found in events assigned to them.
 - System suggests suspects based on information input
 - System proactively looks at information input to an event and compares it to historical information to make suggestions for possible suspects
 - Variables include event/suspect MO pages, proximity of known addresses to location of crime, involvement with crime in past (frequency/proximity of involvement), known associates involved with incident, vehicle descriptions, gang affiliation, alerts, etc.
 - Generates a percentage based on variable matching of likelihood, and displays the matching criteria
 - Utilizing Multi-Agency Sharing, system can suggest suspects based on data from other agencies as well.
 - System displays similar incidents (historical and under investigation)
 - Identifies similar incidents based on event/suspect MO pages, involved persons, known associates added to events with similar classifications, vehicle descriptions, day of the week, time of day, etc.



City of Kingsville Police Department

The task in hand is visionary and will fully allow us to the data we collect from criminal activity to predict where crime will occur in the future. This is the driving force of these tools along with our new ability to share these new capabilities with over 50 other law enforcement agencies in Texas is truly exciting.

I have also reached out to our Assistant US Attorney Michael Hess for a letter of interest in support of "Project Guardian" which is an initiative to stop gun violence and is also one of the focal points of this grant.

Financial Impact:

A total of 10 grant awards will be awarded in the amount of \$700,000.00 per award. This grant does not have a cash match and as the submitting entity we will not have any recurring costs once these programs are implemented.

Recommendation:

We request a resolution to apply for, administer and purchase software services via this grant. Thank you for your assistance regarding this matter.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance



Strategies for Policing Innovation FY 2020 Competitive Grant Solicitation

CFDA #16.738

Grants.gov Solicitation Number: BJA-2020-17028

Solicitation Release Date: March 13, 2020

Application Deadline: 11:59 p.m. eastern time on May 12, 2020

The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) is seeking to fund applications under the Strategies in Policing Innovation (SPI) Program. This program furthers the Department's mission by assisting state, local, and tribal jurisdictions in reducing crime and improving the functioning of the criminal justice system, specifically through support for innovative and evidence-based policing practices, more effective information sharing, and multi-agency collaboration.

This solicitation incorporates the OJP Grant Application Resource Guide by reference. It provides guidance to applicants on how to prepare and submit applications for funding to OJP. If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.

Eligibility (Who may apply):

The following entities are eligible to apply:

- State, local, and tribal law enforcement agencies
- Governmental nonlaw enforcement agencies acting as their fiscal agent
- Federally recognized Indian tribal governments that perform law enforcement functions
- Tribal consortia consisting of two or more federally recognized Indian tribes (including tribal consortia operated as nonprofit organizations) acting as a fiscal agent for one or more tribal law enforcement agencies

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

Contact information

For technical assistance with submitting an application, contact the Grants.gov Customer Support Hotline at 800-518-4726 or 606-545-5035, at <https://www.grants.gov/web/grants/support.html>, or at support@grants.gov. The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

An applicant that experiences unforeseen Grants.gov technical issues beyond its control that prevent it from submitting its application by the deadline must email the contact identified below **within 24 hours after the application deadline** to request approval to submit its application after the deadline. Additional information on reporting technical issues appears under "Experiencing Unforeseen Grants.gov Technical Issues" in the How To Apply (Grants.gov) section in the [OJP Grant Application Resource Guide](#).

For assistance with any unforeseen Grants.gov technical issues beyond an applicant's control that prevent it from submitting its application by the deadline, or any other requirement of this solicitation, contact the National Criminal Justice Reference Service (NCJRS) Response Center: toll-free at 800-851-3420; via TTY at 301-240-6310 (hearing impaired only); email grants@ncjrs.gov; fax to 301-240-5830; or web chat at <https://webcontact.ncjrs.gov/ncjchat/chat.jsp>. The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time, Monday through Friday, and 10:00 a.m. to 8:00 p.m. eastern time on the solicitation close date.

Deadline Details

Applicants must register with Grants.gov at <https://www.grants.gov/web/grants/register.html> prior to submitting an application. All applications are due by 11:59 p.m. eastern time on May 12, 2020.

To be considered punctual, an application must be submitted by the application deadline using Grants.gov, and the applicant must have received a validation message from Grants.gov that indicates successful and timely submission. OJP urges applicants to submit applications at least 72 hours prior to the application due date, to allow time for the applicant to receive validation messages or rejection notifications from Grants.gov, and to correct in a timely fashion any problems that may have caused a rejection notification.

An applicant must use the **Add Attachment** button to attach a file to its application. Do not click the paperclip icon to attach files. This action will not attach the files to the application. After adding an attachment, select the **View Attachment** button to confirm you attached the correct file. To remove the file, select the **Delete Attachment** button.

OJP encourages all applicants to read this [Important Notice: Applying for Grants in Grants.gov](#).

For additional information, see the How to Apply (Grants.gov) section in the [OJP Grant Application Resource Guide](#).

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STRATEGIES FOR POLICING INNOVATION

CFDA # 16.738

A. Program Description

Overview

Strategies for Policing Innovation provides funding to enable police agencies to effectively use evidence-based practices, data, and technology. Recipients of funding under the FY 2020 SPI Program will test promising crime prevention, response, and reduction practices; build their capacity to analyze and use crime intelligence and data; implement and test justice information-sharing technology;¹ and establish a system for evaluating their effectiveness.

Statutory Authority: Awards under this solicitation will be made under the authority provided by the Consolidated Appropriations Act, 2020, (Pub. L. No. 116-93).

Funding for Purpose Area 2 of this solicitation is anticipated under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The JAG Program authorization provides that up to 5 percent of the funds available to carry out subpart 1 of Title I, Part E of the Omnibus Crime Control and Safe Streets Act of 1968 ("Omnibus") may be granted, among other reasons, for one or more of the purposes specified in Section 501 of Title I, Part E, Subpart 1 of Omnibus upon a determination that it is necessary "to combat, address, or otherwise respond to precipitous or extraordinary increases in crime, or in a type or types of crime." 34 U.S.C. § 10157(b)(1).

Program-specific Information

SPI encourages and increases the use of science in criminal justice operations by leveraging analysis, technology, and evidence-based practices to improve performance and effectiveness.

To support the crime reduction problem identified by the applicant, the program funds the following:

- New personnel
- Overtime
- Software and/or hardware technology purchases
- Data analysis support

Purpose Area 1 of this solicitation seeks to fund projects that implement and test innovative approaches to operational challenges and violent crime reduction.

Purpose Area 2 seeks to fund projects that implement technology-driven justice information-sharing solutions at the state, local, territorial, and tribal levels that result in significant cost and

¹ For this solicitation, "justice information-sharing technology" refers to any technology (hardware and/or software, hosted residentially or remotely) that plays a role in the collection, storage, sharing, and analysis of criminal justice data.

time savings and enhance criminal justice policies and practices that promote public safety and reduce crime.

Encouraging Program Investments that coordinate with Project Guardian

Under this program, OJP will give priority consideration in award decisions to applications that demonstrate how this project will directly support Project Guardian, including a letter of interest from their US Attorney. At a minimum, the letter should indicate that the applicant has discussed their plans to apply for this grant with the US Attorney's Office and agreed to regular communication with the Office to determine any potential for collaborative efforts with Project Guardian. For more information regarding Project Guardian, please see <https://www.justice.gov/opa/pr/attorney-general-william-p-barr-announces-launch-project-guardian-nationwide-strategic-plan> or contact the local United States Attorney's office. BJA may also prioritize applications that propose to reduce criminal gang activity in rural communities. Information on SPI grant recipients and resources may be found at www.strategiesforpolicinginnovation.com.

Objectives and Deliverables

The objectives of SPI are to:

- Advance the state of policing practice and science.
- Test, establish, and/or expand innovative new ideas and evidence-based programming in police agencies.
- Establish sustainable practitioner-researcher partnerships.
- Foster effective and consistent collaborations to increase public safety.
- Use technology, intelligence, and data in innovative ways.

This program's required deliverables are:

- An action plan produced by the grantee at the outset of each project that includes the project's problem analysis, summary of strategies and intended outcomes.
- A final analysis report of the project's implementation and outcomes submitted to BJA at the conclusion of the project.

Applicants may submit an application under the following purpose areas. Applicants may submit an application to more than one purpose area; however, they must not be identical or duplicative in terms of focus areas, approaches, and/or methodologies.

PURPOSE AREA 1: SUPPORTING INNOVATION. COMPETITION ID: BJA-2020-17029

Applications are solicited from eligible entities interested in **developing innovative, data-driven approaches** to challenges currently confronting law enforcement agencies. Applicants will:

- Describe the innovative, data-driven approach to be implemented.
- Identify a specific crime problem to address.
- Develop a prevention, mitigation, or response strategy to address the problem.
- Assess and report the results to BJA, which will make the results publicly available.

Applicants are strongly encouraged to focus on issues likely to be confronted by other law enforcement agencies in the United States.

PURPOSE AREA 2: RESPONDING TO PRECIPITOUS INCREASES IN CRIME THROUGH APPLIED TECHNOLOGIES AND/OR IMPROVED JUSTICE INFORMATION SHARING.
COMPETITION ID: BJA-2020-17030

Applications are solicited from eligible entities that are experiencing precipitous increases in crime or in a type or types of crime within their jurisdictions and propose to implement and test applied justice information-sharing technology designed to respond to these crime increases and to improve criminal justice data exchange. Applicants are asked to define their unique challenges and the associated impact on local communities, and to provide a comprehensive plan for using applied justice information-sharing technology to reduce or mitigate the crime problem(s).

In order to be considered for an award, applicants must clearly identify how the funding will directly address a precipitous or extraordinary increase in crime(s) or a type or types of crime in the jurisdiction. Specifically, applicants must:

- Identify a crime that has **precipitously increased** within the jurisdiction.
- Identify the period of time during which the crime or relevant category of crime increased and provide evidence substantiating the claimed increase.
- Describe the law enforcement and/or justice information-sharing solution or technology to be implemented that will address the identified crime increase and drive its reduction.
- Describe how they will determine the effectiveness of the information-sharing solution.
- Describe how they will develop a comprehensive implementation strategy to reduce and prevent the identified crime(s).
- Describe how they will assess and report the results to BJA, which will make the results publicly available.

Applicants are strongly encouraged to focus on law enforcement and/or justice information-sharing or applied technology initiatives that will provide information likely to be of benefit to other law enforcement agencies in the United States.

Please note that the goal of Purpose Area 2 is to support innovative applications of technology to increase public safety. Any proposed purchase of new equipment must be directly related to the applicant's strategy to respond to and reduce the identified precipitous increase in crime(s).

It is BJA's expectation that the justice information-sharing solutions implemented under Purpose Area 2 will leverage the components of the Global Standards Package (GSP), which includes the Global Reference Architecture, the National Information Exchange Model, Global Federated Identity and Privilege Management, and the Global Privacy Technology Framework. For more information about GSP, visit <https://it.ojp.gov/gsp>.

Finally, it is BJA's expectation that the justice information-sharing solutions implemented under Purpose Area 2 will be based on comprehensive privacy policies, where applicable. For more information on privacy guidance available from BJA, visit <https://bjaojp.gov/library/publications/list> and search for "privacy."

SPI grantees are required to work closely with BJA and BJA's training and technical assistance (TTA) partner; specifically, to participate in information-sharing sessions; facilitate peer-to-peer exchanges of information; access subject expertise that is relevant to specific SPI projects; and produce reports on lessons learned from the SPI community.

The Objectives and Deliverables are directly related to the performance measures that demonstrate the results of the work completed, as discussed in Section D. Application and Submission Information, under Program Narrative.

OJP Priority Areas

In FY 2020, and in addition to executing any OJP policy prioritization that may be applicable, priority consideration will be given to applications as follows:

- Applications from federally recognized tribes.
- Applications that go to enhancing criminal justice and public safety by indicating agreement to comply with one or more of the following law enforcement-related award conditions:
 - Where the application is from a State or local government entity that operates at least one correctional facility (as defined at 34 U.S.C. 10251(a)(7)), applications in which the applicant agrees to comply with award conditions related to cooperation with federal law enforcement, as set forth in Appendix B.
 - Where the application is from a State or local government entity, applications in which the applicant agrees to comply with award conditions related to noninterference with federal law enforcement, as set forth in Appendix C.
 - Where the application is from a State or local government entity, applications in which the applicant agrees to comply with award conditions related to nondisclosure of federal law enforcement information, as set forth in Appendix D.

To receive priority consideration for enhancing criminal justice and public safety by agreeing to comply with one or more award conditions related to law enforcement, applicants can agree to one or more of a series of award conditions (and will receive priority points for each accepted condition):

- To receive priority consideration under the priority for cooperation with federal law enforcement, applicants must sign and submit the certification provided in Appendix B.
- To receive priority consideration under the priority for noninterference with federal law enforcement, applicants must sign and submit the certification provided in Appendix C.
- To receive priority consideration under the priority for nondisclosure of federal law-enforcement information, applicants must sign and submit the certification provided in Appendix D.
- Applications that support the project's support of Project Guardian, and include a letter of interest from their US Attorney.
- Applications that propose to reduce criminal gang activity in rural communities.

Evidence-based Programs or Practices

OJP strongly emphasizes the use of data and evidence in policymaking and program development in criminal justice, juvenile justice, and crime victim services. For additional information and resources on evidence-based programs or practices, see the [OJP Grant Application Resource Guide](#).

Information Regarding Potential Evaluation of Programs and Activities

Applicants should note that OJP may conduct or support an evaluation of the programs and activities funded under this solicitation. For additional information, see the [OJP Grant Application Resource Guide](#) section titled Information Regarding Potential Evaluation of Programs and Activities.

B. Federal Award Information

| | |
|---|-----------------|
| Maximum number of awards BJA expects to make | 10 |
| Estimated maximum dollar amount for each award | \$700,000 |
| Total amount anticipated to be awarded under the solicitation | \$7,000,000 |
| Period of performance start date | October 1, 2020 |
| Period of performance duration | 36 Months |

Once awarded, each grant award will have in place a special condition withholding all but \$100,000, which is designated for grantees to establish an action plan within 90 days of the date of the initial funding release. The action plan must:

- Describe the problem and the data that led to its identification.
- Include a methodology and description of the strategies or justice information-sharing technology or approach to be implemented and its anticipated results.
- Demonstrate executive support and commitment of agency resources to the project.
- Include letters of commitment from external agencies or organizations that are expected to participate in the project.

BJA may, in certain cases, provide additional funding in future years to awards made under this solicitation, through continuation awards. OJP will consider, among other factors, OJP's strategic priorities, a recipient's overall management of the award, and progress of award-funded work, when making continuation-award decisions.

Under this solicitation, only one application by any particular applicant entity will be considered. An entity may, however, be proposed as a subrecipient (subgrantee) in more than one application.

BJA may elect to fund applications submitted under this FY 2020 solicitation in future fiscal years, dependent on, among other considerations, the merit of the applications and on the availability of appropriations.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law.

Type of Award

BJA expects to make awards under this solicitation as grants. See the Administrative, National Policy, and Other Legal Requirements section of the OJP Grant Application Resource Guide for important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants (and cooperative agreements).

Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements² as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See the OJP Grant Application Resource Guide for additional information.

Budget Information**Cost Sharing or Match Requirement**

This solicitation does not require a match.

Please see the OJP Grant Application Resource Guide for information on the following:

Pre-agreement Costs (also known as Pre-award Costs)

Limitation on Use of Award Funds for Employee Compensation; Waiver

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs

Costs Associated with Language Assistance (if applicable)

C. Eligibility Information

For eligibility information, see title page.

For information on cost sharing or match requirements, see Section B. Federal Award Information.

D. Application and Submission Information**What an Application Should Include**

The following application elements **MUST** be included in the application submission for an application to meet the basic minimum requirements (BMR) to advance to peer review and receive consideration for funding: Program Narrative, Budget Detail Worksheet, and Budget Narrative.

See the Application Elements and Formatting Instructions section of the OJP Grant Application Resource Guide for information on what happens to an application that does not contain all of the specified elements or that is nonresponsive to the scope of the solicitation.

² The "Part 200 Uniform Requirements" means the DOJ regulation at 2 C.F.R Part 2800, which adopts (with certain modifications) the provisions of 2 C.F.R. Part 200.

1. Application for Federal Assistance (Standard Form (SF)-424)

The SF-424 is a required standard form used as a cover sheet for submission of preapplications, applications, and related information. See the OJP Grant Application Resource Guide for additional information on completing the SF-424.

Intergovernmental Review: This solicitation ("funding opportunity") is subject to Executive Order 12372. An applicant may find the names and addresses of State Single Points of Contact (SPOCs) at the following website: https://www.whitehouse.gov/wp-content/uploads/2017/11/Intergovernmental_Review_SPOC_01_2018_OFFM.pdf. If the applicant's State appears on the SPOC list, the applicant must contact the State SPOC to find obtain information about and comply with the State's process under E.O. 12372. In completing the SF-424, an applicant whose State appears on the SPOC list is to make the appropriate selection in response to question 19 once the applicant has complied with its State E.O. 12372 process. (An applicant whose State does not appear on the SPOC list should answer question 19 by selecting the response that the: "Program is subject to E.O. 12372, but has not been selected by the State for review.").

2. Project Abstract

Include an abstract that summarizes the proposed project in 400 words or fewer. Project abstracts should be:

Written for a general public audience.

Submitted as a separate attachment with "Project Abstract" as part of its file name.

Single-spaced, using a standard 12-point Times New Roman font with 1-inch margins.

3. Program Narrative

The program narrative must respond to the solicitation in the order given. The Program Narrative should be double-spaced, using a standard 12-point Times New Roman font with 1-inch margins, and should not exceed 12 pages. Number pages "1 of 12," "2 of 12," etc. Charts and graphs may be included in the narrative, and may be single-spaced and feature smaller fonts as necessary to present the included data.

If the program narrative fails to comply with these length-related restrictions, BJA may negatively consider such noncompliance in peer review and in final award decisions.

The following sections should be included as part of the program narrative:

- a. Description of the Issue
- b. Project Design and Implementation
- c. Capabilities and Competencies
- d. Plan for Collecting, Analyzing, and Reporting the Data Required for this solicitation's Performance Measures

OJP will require each successful applicant to submit regular performance data that demonstrate the results of the work carried out under the award. The performance data directly relate to the objectives and deliverables identified under "Objectives and Deliverables" in Section A. Program Description.

Applicants should visit OJP's performance measurement page at www.ojp.gov/performance for an overview of performance measurement activities at OJP.

The application should demonstrate the applicant's understanding of the performance data reporting requirements for this grant program and detail how the applicant will gather the required data.

Please note that applicants are **not** required to submit performance data with the application. Performance measures information is included as an alert that successful applicants will be required to submit performance data as part of the reporting requirements under an award.

Award recipients will be required to provide the relevant data by submitting quarterly performance metrics through BJA's online Performance Measurement Tool (PMT) located at <https://bjapmt.ojp.gov/>.

Examples of the types of performance and accountability data that will be required can be found at https://bjapmt.ojp.gov/help/SPI_Questionnaire_Jun_16.pdf. BJA is revising the performance measures for this program, and they will be shared with grantees upon acceptance of their awards.

Note on Project Evaluations

An applicant that proposes to use award funds through this solicitation to conduct project evaluations should follow the guidance under Note on Project Evaluations in the OJP Grant Application Resource Guide.

Please see the OJP Grant Application Resource Guide for information on the following:

- 4. Budget Information and Associated Documentation** in the "Budget Preparation and Submission Information" section.
- 5. Indirect Cost Rate Agreement**
- 6. Tribal Authorizing Resolution (if applicable)**
- 7. Financial Management and System of Internal Controls Questionnaire (including applicant disclosure of high-risk status)**
- 8. Disclosure of Lobbying Activities**
- 9. Applicant Disclosure of Pending Applications**
- 10. Applicant Disclosure and Justification – DOJ High Risk Grantees³ (if applicable)**
- 11. Research and Evaluation Independence and Integrity**

³ A "DOJ High Risk Grantee" is a recipient that has received a DOJ High-Risk designation based on a documented history of unsatisfactory performance, financial instability, management system or other internal control deficiencies, or noncompliance with award terms and conditions on prior awards, or that is otherwise not responsible.

12. Disclosure of Process Related to Executive Compensation

13. Additional Attachments

a. Certifications Regarding Enhancing Criminal Justice and Public Safety through Law-Enforcement-Related Award Conditions (if applicable)

b. Certification regarding Cooperation with Federal Law Enforcement (if applicable)

As is mentioned above, OJP will give priority consideration in award decisions to state or local government entity applicants that operate at least one correctional facility (as defined at 34 U.S.C. 10251(a)(7)), and agree to comply with award conditions related to cooperation with federal law enforcement, as set forth in Appendix B. Each such applicant proposing to receive priority consideration for such cooperation with federal law enforcement must sign and submit the certification provided in Appendix B.

c. Certification regarding Noninterference with Federal Law Enforcement (if applicable)

As is mentioned above, OJP will give priority consideration in award decisions to state or local government entity applicants that agree to comply with award conditions related to noninterference with federal law enforcement, as set forth in Appendix C. Each such applicant proposing to receive priority consideration for such noninterference with federal law enforcement must sign and submit the certification provided in Appendix C.

d. Certification regarding Nondisclosure of Federal Law Enforcement Information (if applicable)

As is mentioned above, OJP will give priority consideration in award decisions to state or local government entity applicants that agree to comply with award conditions related to nondisclosure of federal law-enforcement information, as set forth in Appendix D. Each such applicant proposing to receive priority consideration for such nondisclosure of law enforcement sensitive information must sign and submit the certification provided in Appendix D.

e. Timeline

Attach a project timeline that includes each project objective, activity, expected completion date, and responsible person or organization.

f. Letter of Support from Chief Executive of the Law Enforcement Agency

Attach a letter of support signed by the chief executive of the applicant law enforcement agency that states their support of the project.

g. Applicant Disclosure of Proposed Subrecipients

Attach a list of proposed subrecipients of grant funding, if applicable, that includes the name, organizational affiliation, and location of the proposed subrecipient entity.

h. Résumés

Attach the résumés of key project staff and the identified research partner(s), where applicable.

How To Apply (Grants.gov)

Applicants must register in and submit applications through [Grants.gov](https://www.grants.gov), a primary source to find federal funding opportunities and apply for funding. Find information on how to apply in response to this solicitation in the [OJP Grant Application Resource Guide](#).

Registration and Submission Steps

Applicants will need the following identifying information when searching for the funding opportunity on Grants.gov:

1. **CFDA #16.738**, Edward Byrne Memorial Justice Assistance Grant Program, Strategies for Policing Innovation
2. **Select the correct Competition ID.** Some OJP solicitations posted to Grants.gov contain multiple purpose areas, denoted by the individual Competition ID. If applying to a solicitation with multiple Competition IDs, select the appropriate Competition ID for the intended purpose area of the application:

Purpose Area 1: Supporting Innovation. Competition ID: BJA-2020-17029

Purpose Area 2: Responding to Precipitous Increases in Crime Through Applied Technologies and/or Improved Justice Information Sharing. Competition ID: BJA-2020-17030

For information on each registration and submission step, see the [OJP Grant Application Resource Guide](#).

E. Application Review Information

Review Criteria

Applications that meet basic minimum requirements will be evaluated by peer reviewers using the following review criteria.

1. Description of the Issue (20 percent)

For both purpose areas: Provide Uniform Crime Reporting (UCR) and/or population served data and describe the crime challenges of the jurisdiction. If the applicant jurisdiction is a Project Guardian site, please state that in this section. Any data provided should be verifiable and/or contained in official records. Identify the specific crime problem the jurisdiction seeks to address. Describe the process used to assess, analyze, or determine the nature of the crime or type of crime problem. Please indicate if the proposed project will directly support Project Guardian.

For Purpose Area 2 only: Identify the type of crime that is experiencing a precipitous increase and the timeframe within which the crime increased, and provide data substantiating the increase.

2. Project Design and Implementation (35 percent)

Describe the proposed project activities that will be linked to its goals. BJA expects agencies to be able to illustrate that the approach had an effect on the chronic crime problem and/or organizational effectiveness.

Describe the current level of readiness to implement the proposed project as well as any issues or challenges related to implementation readiness and explain how these will be addressed through this project.

Describe specifically how the proposed project will accomplish the expected outcomes by providing the objectives and performance measures applicable to the project. Include a comprehensive timeline (as an attachment) that identifies milestones, numerically lists deliverables, and indicates who is responsible for each activity.

Explain how the proposed project can be used as a promising practice by other agencies that may be experiencing the same type of crime problems. Also, identify any aspects of the project that may be replicable for other agencies.

Describe how information and updates about the SPI project will be disseminated within the applicant agency throughout the life of the award. The goal of this dissemination strategy must be the sustainment of strategies and practices that are successful.

Identify additional resources necessary for successful project completion such as outside organizational partners, state or local practitioner groups, etc.

3. Capabilities and Competencies (20 percent)

Fully describe the applicant's capabilities to implement the project and the competencies of the staff assigned to the project. In addition, describe and demonstrate the applicant's crime and criminal intelligence analysis capacity. Specifically, the applicant should:

- Describe the level of agency executive support for the project and the nature and extent of command staff's involvement in the project.
- For Purpose Area 2 only: Demonstrate sound knowledge of GSP and describe any current or previous experience using GSP to enhance information sharing.

4. Plan for Collecting, Analyzing, and Reporting the Data Required for the Solicitation's Performance Measures (15 percent)

Describe the process and methods for measuring and tracking project performance, to include a description of (1) the expected results related to the implementation and outcomes of the selected project strategy, and how those results will be validated and (2) the process and methods for collecting the required performance metrics and submitting them to BJA in accordance with the requirements of this solicitation.

Applicants must identify who will collect the data, who is responsible for performance and outcome measurement, and how the information will be used to guide the project. Describe the process to accurately report implementation and outcome information.

5. Budget (10 percent):

The budget must be complete, cost effective, and allowable (e.g., reasonable, allocable, and necessary for project activities). Budget narratives should demonstrate generally how applicants will maximize cost effectiveness of grant expenditures. Budget narratives should

demonstrate cost effectiveness in relation to potential alternatives and the objectives of the project.⁴

Applicants should budget travel and lodging expenses for four-person SPI project teams to attend three 2-day meetings during the 36-month project period. The meetings may be held in the Washington, D.C. area or other regions of the country.

Review Process

BJA reviews an application to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation requirements.

The following five paragraphs in this solicitation expressly modify the "Application Review Information" provisions in the OJP Grant Application Resource Guide. An applicant is to follow the guidance in these five paragraphs instead of the guidance stated under the "Application Review Information" heading in the Guide.

Peer reviewers will review the applications submitted under this solicitation that meet basic minimum requirements. For purposes of assessing whether an application meets basic minimum requirements and should proceed to further consideration, OJP screens applications for compliance with those requirements. Although specific requirements may vary, the following are common requirements applicable to all solicitations for funding under OJP programs:

- The application must be submitted by an eligible type of applicant.
- The application must request funding within programmatic funding constraints (if applicable).
- The application must be responsive to the scope of the solicitation.
- The application must include all items necessary to meet the basic minimum requirements.

For a list of the application elements that **MUST** be included in the application submission in order for an application to meet the basic minimum requirements, see "What an Application Should Include" under Section D. Application and Submission Information.

Peer review panels will evaluate, score, and rate applications that meet basic minimum requirements. BJA may use internal peer reviewers, external peer reviewers, or a combination, to assess applications on technical merit using the solicitation's review criteria. An external peer reviewer is an expert in the subject matter of a given solicitation who is not a current DOJ employee. An internal reviewer is a current DOJ employee who is well versed or has expertise in the subject of this solicitation. Peer reviewers' ratings and any resulting recommendations are advisory only, although reviewer views are considered carefully.

Other important considerations for BJA include geographic diversity, strategic priorities (specifically including, but not limited to, those mentioned above relating to enhancing criminal justice and public safety through award conditions regarding cooperation with federal law enforcement, noninterference with federal law enforcement, and/or nondisclosure of federal law enforcement information), potential project sustainability factors, available funding, and the extent to which the Budget Detail Worksheet and Budget Narrative accurately explain project

⁴ Generally speaking, a reasonable cost is a cost that, in its nature or amount, does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs.

costs that are reasonable, necessary, and otherwise allowable under federal law and applicable federal cost principles. .

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to the degree of risk posed by the applicant. Among other things to help assess whether an applicant that has one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, OJP checks whether the applicant is listed in SAM as excluded from receiving a federal award.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the nonpublic segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System, FAPIIS).

Important note on FAPIIS: An applicant, at its option, may review and comment on any information about itself that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider any such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final award decisions will be made by the Assistant Attorney General, who may take into account not only peer review ratings and BJA recommendations, but also other factors as indicated in this section.

F. Federal Award Administration Information

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

Federal Award Notices

Administrative, National Policy, and Other Legal Requirements

OJP strongly encourages prospective applicants to review information on post-award legal requirements and common OJP award conditions **prior** to submitting an application.

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions, and all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed in connection with award acceptance).

For additional information on these legal requirements, see the “Administrative, National Policy, and Other Legal Requirements” section in the [OJP Grant Application Resource Guide](#).

Information Technology (IT) Security Clauses

General Information About Post-Federal Award Reporting Requirements

In addition to the deliverables described in [Section A. Program Description](#), any recipient of an award under this solicitation will be required to submit certain reports and data.

Required reports. Recipients typically must submit quarterly financial reports, semi-annual progress reports, final financial and progress reports, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

See the OJP Grant Application Resource Guide for additional information on specific post-award reporting requirements, including performance measures data.

G. Federal Awarding Agency Contact(s)

For OJP contact(s), see page 2.

For contact information for Grants.gov, see page 2.

H. Other Information

Please see the OJP Grant Application Resource Guide for information on the following:

Freedom of Information and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a)

Provide Feedback to OJP

Appendix A: Application Checklist

Strategies for Policing Innovation

This application checklist has been created as an aid in developing an application.

What an Applicant Should Do:

Prior to Registering in Grants.gov:

- ☐ Acquire a DUNS Number (see [OJP Grant Application Resource Guide](#))
- ☐ Acquire or renew registration with SAM (see [OJP Grant Application Resource Guide](#))

To Register with Grants.gov:

- ☐ Acquire AOR and Grants.gov username/password (see [OJP Grant Application Resource Guide](#))
- ☐ Acquire AOR confirmation from the E-Biz POC (see [OJP Grant Application Resource Guide](#))

To Find Funding Opportunity:

- ☐ Search for the Funding Opportunity on Grants.gov (see [OJP Grant Application Resource Guide](#))
- ☐ Select the correct Competition ID (see page 13)
- ☐ Access Funding Opportunity and Application Package (see [OJP Grant Application Resource Guide](#))
- ☐ Sign up for Grants.gov email notifications (optional) (see [OJP Grant Application Resource Guide](#))
- ☐ Read Important Notice: Applying for Grants in Grants.gov
- ☐ Read OJP policy and guidance on conference approval, planning, and reporting available at ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm (see [OJP Grant Application Resource Guide](#))

After Application Submission, Receive Grants.gov Email Notifications That:

- ☐ (1) application has been received
- ☐ (2) application has either been successfully validated or rejected with errors (see [OJP Grant Application Resource Guide](#))

If No Grants.gov Receipt, and Validation or Error Notifications are Received:

- ☐ Contact BJA regarding technical difficulties (see [OJP Grant Application Resource Guide](#))

Overview of Post-Award Legal Requirements:

- ☐ Review the "Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2020 Awards" in the [OJP Funding Resource Center](#).

Scope Requirement:

- ☐ The federal amount requested is within the allowable limit(s) of \$700,000.

Eligibility Requirement: The following entities are eligible to apply:

- State, local, and tribal law enforcement agencies
- Governmental nonlaw enforcement agencies acting as their fiscal agent
- Federally recognized Indian tribal governments that perform law enforcement functions, tribal consortia consisting of two or more federally recognized Indian tribes (including tribal consortia operated as nonprofit organizations) acting as a fiscal agent for one or more tribal law enforcement agencies

What an Application Should Include:

The following items are critical application elements required to pass Basic Minimum Requirements review. An application that OJP determines does not include the application elements that must be included in the application submission in order for the application to meet the basic minimum requirements, will neither proceed to peer review, nor receive further consideration.

- ☐ Program Narrative (see page 10)
 - ☐ Budget Detail Worksheet including Budget Narrative (see OJP Grant Application Resource Guide)
-
- ☐ Application for Federal Assistance (SF-424) (see OJP Grant Application Resource Guide)
 - ☐ Intergovernmental Review (see page 10)
 - ☐ Project Abstract (see page 10)
 - ☐ Indirect Cost Rate Agreement (if applicable) (see OJP Grant Application Resource Guide)
 - ☐ Tribal Authorizing Resolution (if applicable) (see OJP Grant Application Resource Guide)
 - ☐ Financial Management and System of Internal Controls Questionnaire (see OJP Grant Application Resource Guide)
 - ☐ Disclosure of Lobbying Activities (SF-LLL) (see OJP Grant Application Resource Guide)
 - ☐ Applicant Disclosure of Pending Applications (see OJP Grant Application Resource Guide)
 - ☐ Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable) (see OJP Grant Application Resource Guide)

- ☐ Research and Evaluation Independence and Integrity (see OJP Grant Application Resource Guide)
- ☐ Disclosure of Process Related to Executive Compensation (see OJP Grant Application Resource Guide)

Additional Attachments:

- ☐ Request and Justification for Employee Compensation; Waiver (if applicable) (see OJP Grant Application Resource Guide)
- ☐ Certifications regarding enhancing criminal justice and public safety through law-enforcement-related award conditions (if applicable) (see page 12)
- ☐ Certification regarding Cooperation with Federal Law Enforcement (if applicable) (see page 12)
- ☐ Certification regarding Noninterference with Federal Law Enforcement (if applicable) (see page 12)
- ☐ Certification regarding Nondisclosure of Federal Law-Enforcement Information (if applicable) (see page 12)
- ☐ Timeline (see page 12)
- ☐ Letter of Support from Chief Executive of the Law Enforcement Agency (see page 12)
- ☐ If seeking Project Guardian priority consideration, include a letter of interest from the United States Attorney that demonstrates how this project will directly support Project Guardian.
- ☐ Applicant Disclosure of Proposed Subrecipients (see page 12)
- ☐ Résumés (see page 12)

Appendix B

Certification Regarding Cooperation with Federal Law Enforcement

I am an authorized official of the State or local government applicant entity named below and I have the authority to make this certification on behalf of the applicant. I understand that the Department will rely upon this certification as a material representation in any decision regarding an award to the applicant. On behalf of the State or local government applicant named below, and in order to receive priority consideration for its application, I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), the following:

1. The State or local government applicant entity named below operates at least one correctional facility (that is, operates at least one "place for the confinement or rehabilitation of offenders or individuals charged with or convicted of criminal offenses" (34 U.S.C. 10251(a)(7))).
2. The applicant agrees to comply with the following four award conditions (or conditions substantially to the same effect) if it is selected to receive an award made by OJP under this solicitation:

CONDITION 1: Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (see 8 U.S.C. 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."

(2) The term "juvenile offender" means what it means under 28 C.F.R. 31.304(f) (as in effect on Jan. 1, 2020).

(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of—

(a) conviction described in section 237(a)(2) of the INA (see 8 U.S.C. 1227(a)(2)), or

(b) conduct described in section 237(a)(4) of the INA (see 8 U.S.C. 1227(a)(4)).

(4) The term "conviction" means what it means under section 101 of the INA (see 8 U.S.C. 1101(a)(48)). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)

(5) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)) as of January 1, 2020.

(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

(7) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(8) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(9) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

CONDITION 2: No use of funds to interfere with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- no State or local government entity, -agency, or -official may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (see 8 U.S.C. 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."

(2) The term "juvenile offender" means what it means under 28 C.F.R. 31.304(f) (as in effect on Jan. 1, 2020).

(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of—

(a) conviction described in section 237(a)(2) of the INA (see 8 U.S.C. 1227(a)(2)), or

(b) conduct described in section 237(a)(4) of the INA (see 8 U.S.C. 1227(a)(4)).

(4) The term "conviction" means what it means under section 101 of the INA (see 8 U.S.C. 1101(a)(48)). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)

(5) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

(7) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(8) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(9) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

CONDITION 3: Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

B. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose – to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

C. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

CONDITION 4: No use of funds to interfere with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

B. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose – to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

C. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

Signature

Date

Printed Name

Title

Name of State or Local Government Applicant Entity

Appendix C

Certification Regarding Noninterference with Federal Law Enforcement

I am an authorized official of the State or local government applicant entity named below and I have the authority to make this certification on behalf of the applicant. I understand that the Department will rely upon this certification as a material representation in any decision regarding an award to the applicant. On behalf of the State or local government applicant named below, and in order to receive priority consideration for its application, I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), the following:

The applicant agrees to comply with the following four award conditions (or conditions substantially to the same effect) if it is selected to receive an award made by OJP under this solicitation:

CONDITION 1: Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, -agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) "DHS" means the U.S. Department of Homeland Security.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

CONDITION 2: No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance

1. Throughout the period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) "DHS" means the U.S. Department of Homeland Security.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

CONDITION 3: Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition

entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: information-communication restrictions; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... information-communication restrictions; ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.

CONDITION 4: Authority to obligate award funds contingent on no use of funds to interfere with federal law enforcement: information-communication restrictions; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or

a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.

Signature

Date

Printed Name

Title

Name of State or Local Government Applicant Entity

Appendix D

Certification Regarding Nondisclosure of Federal Law-Enforcement Information

I am an authorized official of the State or local government applicant entity named below and I have the authority to make this certification on behalf of the applicant. I understand that the Department will rely upon this certification as a material representation in any decision regarding an award to the applicant. On behalf of the State or local government applicant named below, and in order to receive priority consideration for its application, I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), the following:

The applicant agrees to comply with the following two award conditions (or conditions substantially to the same effect) if it is selected to receive an award made by OJP under this solicitation:

CONDITION 1: Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 – without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.

CONDITION 2: No use of funds to interfere with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no funds under this award may be used to make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.

Signature

Date

Printed Name

Title

Name of State or Local Government Applicant Entity

RESOLUTION NO. 2020-_____

A RESOLUTION AUTHORIZING APPLICATION TO AND ACCEPTANCE OF BJA-2020-17028 STRATEGIES FOR POLICING INNOVATION GRANT; AUTHORIZING THE CHIEF OF POLICE TO ACT ON THE CITY'S BEHALF WITH SUCH PROGRAM.

WHEREAS, the City Commission of the City of Kingsville finds it in the best interest of the citizens of Kingsville, that the Kingsville Police Department apply for and, if awarded, accept the BJA-2020-17028 Strategies for Policing Innovation Grant, which provides funding to enable police agencies to effectively use evidence-based practices, data, and technology; and

WHEREAS, the City agrees to provide the applicable matching funds, if any, for the said project, though none are known at this time; and

WHEREAS, to support the crime reduction problem identified the City can use program funds for new personnel, overtime, software and/or hardware technology purchases, and data analysis support; and

WHEREAS, the City agrees that in the event of loss or misuse of the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (BJA) grant funds, the City of Kingsville City Commission assures that the funds received through the grant will be returned to the BJA in full;

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

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

I.

THAT the City Commission of the City of Kingsville approves the submission, acceptance (if awarded), and administration of the grant application for the BJA-2020-17028 Strategies for Policing Innovation Grant.

II.

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

PASSED AND APPROVED by a majority vote of the City Commission the 27th day of April, 2020.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM

Courtney Alvarez, City Attorney

AGENDA ITEM #10

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

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Mary Valenzuela, City Secretary

DATE: April 20, 2020

SUBJECT: Discuss and consider whether to hold a joint election or a standalone election for the City's General and Special Election that was postponed from May 2, 2020 to November 3, 2020 due to the COVID-19 pandemic.

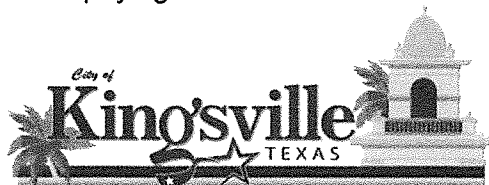
Summary: Since the City opted to postpone its General Election and Special Election from May 2, 2020 to November 3, 2020 due to the COVID-19 pandemic, the City now needs to decide whether to have a joint election or a standalone election in November.

Background: On March 23, 2020, the City Commission approved Resolution 2020-24 postponing the City of Kingsville General and Special Elections from May 2, 2020 until November 3, 2020, which is the next uniform election date and pursuant to the Governor's Proclamation dated March 18, 2020. The Governor's Proclamation allowed governmental entities with a May General Election to postpone its election for the health and safety of their voters and election workers due to the novel coronavirus (COVID-19) pandemic.

Texas Election Code Section 31.093 requires a county elections administrator to enter into a contract to furnish election services upon request of a political subdivision. Section 42.0621 (c) of the Texas Election Code does not require a political subdivision to enter into a contract with a county or hold a joint election with a county on the November uniform date if it chooses not to. If the City should decide to go on its own, Section 42.002 of the Election Code, states that county election precincts are required for all elections occurring in November 2020. This would require for the City of Kingsville to utilize all fifteen county precincts as voting sites on election day instead of the consolidated six polling locations generally used during a May election.

The cost for the City to hold its own election on a May uniform election date has an estimated cost of \$25,000. This would include one early voting location and six election day polling locations. It also includes election supplies, hourly pay for twenty-two election workers, and rental of election equipment from the Kleberg County Clerk's office. The cost to the City to hold its own (standalone) election on a November uniform election date could cost an estimated amount of \$50,000 as it would be required to use each county precinct within the city limits as a voting site. This means the hiring of additional election workers and purchase of additional election supplies. The City would also be looking at renting its election equipment from an outside vendor, as the County's election equipment would not be available.

Another option available would be for the City to choose to go into a joint election with the County. By doing so, the City could look at paying an estimated amount of about \$20,000 for its share of



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

the (joint) election. The City would be sharing a ballot with Federal, State, County, and ISD's elections.

Financial Impact: None this fiscal year. However, either an estimated \$50,000 for a standalone election or an estimated \$20,000 for a joint election would need to be budgeted in FY20-21 budget for the November 2020 General and Special Election.

Recommendation: Determine whether to have a standalone or joint election in November 2020.



AGENDA ITEM #11

**City of Kingsville
Legal Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Courtney Alvarez, City Attorney

DATE: April 17, 2020

SUBJECT: Resolution regarding TCAP PSA & CESA

Summary: Consider a resolution executing a Professional Services Agreement (PSA) with Texas Coalition for Affordable Power (TCAP) for the purchase of electricity and participation in Strategic Hedging Program (SHP) and executing a Commercial Electric Services Agreement (CESA) with Gexa Energy for power to be provided on and after January 1, 2023.

Background:

When the Texas Legislature deregulated the state's electricity market in 2001, Cities Aggregation Power Project and South Texas Aggregation Project (STAP) were formed to buy power in blocks for governmental entities. In 2010, CAPP and STAPP merged to form TCAP. TCAP is a non-profit organization committed to providing electricity at the lowest possible cost to its members who are all public entities. TCAP has previously used fixed cost contracts covering 5 years in an attempt to lock in the lowest price available leading up to contract execution dates. The City currently has a contract with TCAP that covers 2018-2022. TCAP has designed a new procurement strategy that will involve TCAP initially committing to purchase power two years in advance of delivery on behalf of its members who desire participation in a SHP that will involve a series of monthly competitive auctions.

The Professional Services Agreement (PSA) enumerates services and benefits to members of TCAP and provides TCAP with specific authority to procure power in the wholesale market on behalf of members who choose to participate in the SHP. The PSA is a relational contract that defines services provided by TCAP to members regardless of whether a member decides to commit to the SHP. The attached PSA will provide TCAP with an agreement to procure energy on behalf of member cities at the best and lowest price either by SHP or, if market conditions dictate, fixed rate contracts.



**City of Kingsville
Legal Department**

The PSA and SHP have built in time periods that entities may exit SHP if they desire to return to a fixed rate contract. In addition, TCAP will move entities to a fixed rate contract if market conditions become unfavorable for SHP (ie, rising rates with no expectation rates will return to lower levels).

The industry-standard retail contract offered by a Retail Electric Provider (REP) is a Commercial Electric Service Agreement (CESA). TCAP negotiated modifications to the current CESA between the City and Gexa Energy, the current REP, to reflect participation in the SHP. The CESA will facilitate participation in the SHP effective for power deliveries in and beyond 2023.

Financial Impact: None. (In FY22-23, the new rates will be known and implemented.)

Recommendation: Staff recommends approval of the resolution to execute a Professional Services Agreement with TCAP for the purchase of electricity and participate in the SHP and to execute the CESA with Gexa Energy.



RESOLUTION #2020-_____

**A RESOLUTION OF THE CITY OF KINGSVILLE, TEXAS,
ADOPTING TCAP'S PROFESSIONAL SERVICES AGREEMENT
AND GEXA ENERGY'S COMMERCIAL ELECTRIC SERVICE
AGREEMENT FOR POWER TO BE PROVIDED ON AND
AFTER JANUARY 1, 2023.**

WHEREAS, the City of Kingsville, Texas (City) is a member of Texas Coalition for Affordable Power, Inc. (TCAP), a non-profit, political subdivision corporation of the State of Texas; and

WHEREAS, TCAP has previously arranged for the City to purchase power through Gexa Energy with a contract set to expire December 31, 2022; and

WHEREAS, TCAP has designed a new procurement strategy that will involve TCAP initially committing to purchase power two years in advance of delivery on behalf of its members who desire participation in a Strategic Hedging Program ("SHP") that will involve a series of monthly competitive auctions; and

WHEREAS, TCAP has prepared a Professional Services Agreement ("PSA"), attached as Exhibit A, that, in addition to enumerating services and benefits to members of TCAP, provides TCAP with specific authority to procure power in the wholesale market on behalf of members who choose to participate in the SHP; and

WHEREAS, approval of the PSA is a necessary, but not sufficient, prerequisite to participation in the SHP; and

WHEREAS, the PSA is a relational contract that defines services provided by TCAP to members regardless of whether a member decides to commit to the SHP; and

WHEREAS, the industry-standard retail contract is a Commercial Electric Service Agreement ("CESA") offered by a Retail Electric Provider ("REP"); and

WHEREAS, TCAP has negotiated modifications to the current CESA between the City and Gexa Energy to reflect participation in the SHP; and

WHEREAS, the CESA that will facilitate participation in the SHP effective for power deliveries in and beyond 2023 (attached as Exhibit B) will need to be approved and signed prior to October 1, 2020; and

WHEREAS, the City desires to participate in the SHP.

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

Section 1: That the City Manager is authorized to sign Exhibit “, TCAP's Professional Services Agreement, and Exhibit B, Gexa Energy's CESA, and send the agreements to TCAP, 15455 Dallas Parkway, Ste. 600, Addison, TX 75001.

Section 2: That all resolutions or parts of resolutions in conflict with this resolution are repealed to the extent of such conflict only.

Section 3: That this Resolution shall be and become effective on or after adoption.

PASSED AND APPROVED by a majority vote of the City Commission on this the 27th day of April, 2020.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM

Courtney Alvarez, City Attorney

AGENDA ITEM #12

**City of Kingsville
Technology Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Kyle Benson, IT Manager

DATE: April 21, 2020

SUBJECT: Cell Tower Lease Agreement-Site Expansion

Summary: GTP Acquisitions Partners II, LLC has requested an expansion of the site they currently lease upon which a cell tower currently resides. GTP is requesting an additional 352 square feet of land be added to the existing lease to accommodate a need for additional equipment in order to provide higher availability of cellular phone and data services to the Kingsville region.

Background: On December 11, 2017 City Commission approved a renewal of the lease governing the cell tower located at 1700 E. King for an additional 40-year term with increased monthly rent payments and a \$25,000 one-time payment. On December 10, 2018 City Commission approved an amendment to the lease agreement to allow for the use of additional 85 square feet of property in exchange for an additional \$200 monthly rent subject to the terms established in the lease renewal from 2017. This item is an additional site expansion containing land not previously included in the leased space.

Financial Impact: GTP will provide the City of Kingsville with a one-time payment of \$42,000 within 30 days following the commencement date contained within the agreement.

Recommendation: Staff recommends the approval the site expansion.



RESOLUTION #2020-_____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A THIRD AMENDMENT TO TOWER ATTACHMENT LEASE AGREEMENT WITH GTP ACQUISITION PARTNERS II, LLC; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville ("City") and GTP Acquisition Partners II, LLC ("GTP") have an existing Tower Attachment Lease Agreement for a parcel of land by the Police Department where a tower currently exists on City land that GTP leases; and

WHEREAS, the City and GTP entered into a Tower Attachment Lease Agreement dated January 26, 1999, then approved the First Amendment to the agreement dated December 29, 2017, then approved the Second Amendment to the agreement (to add some additional space for an additional rental fee through a Second Amendment to Tower Attachment Lease Agreement whereby GTP increased its monthly rental payments by \$200) in an agreement dated February 28, 2019; and

WHEREAS, GTP may need to expand the leased area by 352 square feet and possibly expand the easement area by 236 square feet for a customer which if exercised would result in a one-time payment to City and requires the Third Amendment to the agreement.

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

I.

THAT the Mayor is authorized and directed as an act of the City of Kingsville, Texas to enter into the Third Amendment to Tower Attachment Lease Agreement between the City of Kingsville and GTP Acquisition Partners II, LLC, a copy of which is attached hereto as Exhibit "A."

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
____ 27th ____ day of ____ April ____, 2020.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

THE THIRD AMENDMENT TO TOWER ATTACHMENT LEASE AGREEMENT

This Third Amendment to Tower Attachment Lease Agreement ("**Third Amendment**") is entered into and made effective as of the later signature date hereof (the "**Effective Date**"), by and between the City of Kingsville, a Texas municipal entity ("**Landlord**") and GTP Acquisition Partners II, LLC, a Delaware limited liability company, as successor in interest to Infinity Towers, Inc. (hereinafter referred to as ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on Exhibit A attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Tower Attachment Lease Agreement dated January 26, 1999 (the "**Lease Agreement**"), as amended by that certain First Amendment to Tower Attachment Lease Agreement dated December 29, 2017 (the "**First Amendment**"), and as further amended by that certain Second Amendment to Tower Attachment Lease Agreement dated February 28, 2019 (the "**Second Amendment**") (the Lease Agreement, First Amendment, and Second Amendment collectively, the "**Lease**"), pursuant to which the Tenant leases portions of the Parent Parcel and is the beneficiary of certain easements for access and utilities, all as more particularly described in the Lease (such portions of the Parent Parcel so leased along with such portions of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described, designated and/or depicted on Exhibit A attached hereto; and

WHEREAS, Tenant desires to expand the Leased Premises; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Ratification of the Leased Premises.** Landlord hereby ratifies and agrees that it leases to Tenant the Leased Premises as described, designated, and/or depicted on Exhibit A attached hereto.
2. **Additional Ground Space.**
 - a. Effective as of the Commencement Date (as defined in Subsection 2(c) below) Landlord hereby (i) leases to Tenant approximately an additional three hundred fifty-two (352) square feet of land (the "**Expanded Lease Area**") and (ii) grants to Tenant a non-exclusive easement for access and utilities approximately two hundred thirty-six (236) square feet in size (the "**Expanded Easement Area**") (the Expanded Lease Area and Expanded Easement Area collectively, the "**Additional Areas**"). The Additional Areas are described, depicted, and/or designated on Exhibit B attached hereto and by this reference made a part hereof. Tenant may use the Additional Areas in the same manner that Tenant is permitted to use the Leased Premises, and Tenant may use the Expanded Easement Area to install and maintain utilities and to access the Leased Area and Expanded Lease Area in the same

manner it is permitted to use the previously granted beneficiary easements (if any). On and after the occurrence of the Commencement Date, the Additional Areas shall be (and shall be deemed to be for all purposes), without further action of the Parties hereto, part of the Leased Premises and any references to the Leased Premises in the Lease, as amended hereby, shall include (and shall be deemed to include for all purposes) the Additional Areas.

- b. Landlord hereby grants to Tenant, its officers, agents, employees, customers, and/or independent contractors the right and privilege to enter upon the Parent Parcel, Leased Premises, and/or the Additional Areas at any time on or after the Effective Date, to perform or cause to be performed test borings of the soil, environmental audits, sampling, and/or tests, engineering studies, and to conduct a survey of the Parent Parcel, Leased Premises and/or the Additional Areas. Further, at any time on and after the Effective Date, Landlord hereby grants to Tenant, its officers, agents, employees, customers, and/or independent contractors the right and privilege to enter upon and reasonably use the portions of the Parent Parcel immediately adjacent to the Leased Premises and Additional Areas for the purposes of accessing, constructing, installing, repairing, maintaining, and/or removing improvements within the Leased Premises and/or Additional Areas. Landlord will not unreasonably interfere with Tenant's use of the Parent Parcel, Leased Premises, and/or the Additional Areas in conducting these activities.
- c. The "**Commencement Date**" shall be the earlier of: (i) the date that one of Tenant's customers commences payment to Tenant under a sublease, license, or other form of collocation agreement that grants said customer use of the Additional Areas; (ii) the date that Tenant issues a written 'Notice To Proceed' to one of Tenant's customers for the purpose of commencing said customer's installation of equipment on all or a portion the Additional Areas; (iii) if no written 'Notice to Proceed' is issued, then the date that Tenant or a customer thereof commences to install its equipment or other personal property at, on, or within the Additional Areas; (iv) the date that Tenant issues a written notice to Landlord evidencing its intent to commence leasing the Additional Areas; or (v) in the event Tenant commences payment of the additional rent described in Subsection 2(f) below (notwithstanding the fact that such payment was not obligated to be made at the time of such payment), the date that such payment commences.
- d. Notwithstanding the foregoing, Tenant and/or any of the customers of the foregoing shall have eighteen (18) months following the Effective Date to commence under the immediately preceding clauses (i), (ii), (iii), (iv), or (v) of Subsection 2(c) (such period, the "**Commencement Period**").
- e. As consideration for the covenants, agreements, and rights made and granted under this Third Amendment, including, without limitation, those contained in Subsection 2(c) above, Tenant shall pay to Landlord a one-time payment in the amount of One Hundred Dollars (\$100.00) payable within thirty (30) days following the Effective Date.
- f. In the event that the Commencement Date occurs prior to the expiration of the Commencement Period as provided in Subsection 2(d) above, Tenant shall pay to Landlord a one-time payment of forty-two thousand dollars (\$42,000) payable within thirty (30) days immediately following the Commencement Date.

- g. In the event the Commencement Date has not occurred prior to the expiration of the Commencement Period, the Tenant shall forfeit and shall no longer have any rights in and to the Additional Areas, and Tenant shall not be obligated to pay Landlord the one-time payment as provided in Subsection 2(f) above; provided, however, in all events, the Parties agree that all of the other rights and obligations created by and pursuant to this Third Amendment shall remain in full force and effect.

3. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Third Amendment, this Third Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from—or to provide notice to—Landlord for any of Tenant’s activities at and uses of the site prior to the Effective Date, Landlord’s execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses. Tenant and Tenant’s sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant’s sole cost and expense and for no additional consideration to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications, and other forms and documents as required for the use of the Leased Premises by Tenant and/or Tenant’s customers, licensees, and sublessees. Landlord hereby appoints Tenant as Landlord’s attorney-in-fact only to prepare, execute and deliver land use and zoning and building permit applications that concern the Leased Premises, on behalf of Landlord with federal, state, and local governmental authorities, provided that such applications shall be limited strictly to the use of the Leased Premises as a wireless telecommunications facility and that such attorney-in-fact shall not allow Tenant to re-zone or otherwise reclassify the Leased Premises or the Parent Parcel or take any other land use or zoning action for Landlord without Landlord’s express written consent. The terms, provisions, and conditions of this Section 3 shall survive the execution and delivery of this Third Amendment.

4. **Waiver.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE LEASE, AS AMENDED HEREBY, IN NO EVENT SHALL LANDLORD OR TENANT BE LIABLE TO THE OTHER FOR, AND LANDLORD AND TENANT HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE OR LOSS OR BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY, AND SIMILAR DAMAGES.

5. **Memorandum of Lease.** Upon request by Tenant, Landlord shall execute and deliver to Tenant a Memorandum(s) of Lease reflecting this Third Amendment in a form reasonably acceptable to Tenant and which shall be recordable in the county in which the Parent Parcel is located.

6. **Electronic Signatures.** The Parties agree that a scanned or electronically reproduced copy or image of this Third Amendment bearing the signatures of the Parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this Third Amendment notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Third Amendment and without the requirement that the unavailability of such original, executed counterpart of this Third Amendment first be proven.

7. **Entirety; Amendment; Counterparts.** This Third Amendment, together with the Lease, constitutes the entire agreement among the undersigned Parties hereto regarding the subject matter hereof. Any modification to this Third Amendment must be in writing and signed and delivered by authorized representatives of the Parties in order to be effective. This Third Amendment will be governed by the laws of the State or Commonwealth in which the Parent Parcel is situated. This Third Amendment may be executed in any number of counterparts, each of which shall be an original, which may be delivered via facsimile, but all of which taken together shall constitute one instrument.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES APPEAR ON THE NEXT PAGE]

LANDLORD:

City of Kingsville,
a Texas municipal entity,

Signature: _____

Print Name: _____

Title: _____

Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT:

GTP Acquisition Partners II, LLC,
a Delaware limited liability company,

Signature: _____

Print Name: _____

Title: _____

Date: _____

[END OF SIGNATURES]

EXHIBIT A

DESCRIPTION, DESIGNATION, AND/OR DEPICTION OF PARENT PARCEL AND LEASED PREMISES

Parent Parcel:

A 7.76 ACRE TRACT, MORE OR LESS, OUT OF FARM LOT 7, SECTION 10, OF THE KLEBERG TOWN AND IMPROVEMENT COMPANY'S SUBDIVISION TO KLEBERG COUNTY, TEXAS, AS RECORDED IN THE KLEBERG COUNTY MAP RECORDS, ENVELOPE 18, KLEBERG COUNTY, TEXAS; SAID TRACT BEING OUT OF A 31.47 ACRE TRACT AS DEEDED TO KLEBERG COUNTY BY THE MARCOS PEREZ ESTATE AND RECORDED IN VOL. 83, PAGE 17 OF THE OFFICIAL RECORDS OF KLEBERG COUNTY, TEXAS; SAID 7.76 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 5/8" IRON PIN FOUND AT THE POINT OF INTERSECTION OF THE EAST LINE OF SAID FARM LOT 7 AND THE NORTH ROW LINE OF STATE HIGHWAY 141 (KING AVE.) AS IT EXISTS IN DECEMBER OF 1996, SAID POINT BEING HEREIN TERMED "POINT OF BEGINNING";

THENCE WEST ALONG THE SAID NORTH ROW OF S.H. 141 FOR A DISTANCE OF 377.50' TO A 5/8" IRON PIN SET AT THE POINT OF INTERSECTION WITH A 20' IN WIDTH STRIP FOR ROAD WIDENING PURPOSES AND RECORDED IN VOL. 93, PAGE 222 OF THE OFFICIAL RECORDS OF KLEBERG COUNTY, TEXAS;

THENCE NORTH AND ALONG THE EASTERN END OF SAID 20' STRIP TO A 5/8" IRON PIN SET AT THE NORTHEAST CORNER OF THE SAID 20' STRIP;

THENCE WEST ALONG THE NORTH LINE OF THE SAID 20' STRIP FOR A DISTANCE OF 223.75' TO A 5/8" IRON PIN SET AT THE MOST WESTERLY SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTH ALONG A LINE PARALLEL TO AND 601.25' WEST OF THE EAST LINE OF SAID FARM LOT 7 FOR A DISTANCE OF 550.0[TO A 5/8" IRON PIN SET AND THE NORTHWEST CORNER OF THIS TRACT;

THENCE WEST ALONG A LINE PARALLEL TO THE SAID NORTH ROW LINE OF S.H. 141 FOR A DISTANCE OF 601.25' TO A 5/8" IRON PIN SET ON THE SAID EAST LINE OF FARM LOT 7 AND THE NORTHEAST CORNER OF THIS TRACT;

THENCE SOUTH ALONG THE SAID EAST LINE OF SAID FARM LOT 7 FOR A DISTANCE OF 570.0[' TO RETURN TO AND CLOSE AT THE SAID "POINT OF BEGINNING".

Being the same property conveyed to the City of Kingsville from Kleberg County, Texas by Warranty Deed dated March 21, 1997 and recorded March 27, 1997 in Volume 143 Page 514.

APN: 34141

[EXHIBIT A CONTNUES ON THE NEXT PAGES]

ATC Site No: 374521
Site Name: Kingsville TX
Project Number: OAA746754

[EXHIBIT A CONT'D]

Leased Premises:

Portions of the Parent Parcel leased by Tenant:

All that tract or parcel of land lying and being situate in the City of Kingsville, Kleberg County, Texas, and being a part of a 7.76 acre tract of land, out of Farm Lot 7, Section 10, of the Kleberg Town and Improvement Company's Subdivision to Kleberg County, Texas as described in a Warranty Deed dated March 21, 1997 and being recorded in Volume 143, Page 514, Kleberg County Records, being more particularly described as follows:

To find the point of beginning, COMMENCE at a 5/8-inch rebar found on the northerly right-of-way of East King Avenue at the southeast corner of said lands, said rebar having a Texas Grid North, NAD83, South Zone Value of N=17076927.8574, E=1196749.7605; thence along said northerly right-of-way of East King Avenue, South 88°57'12" West, 366.00 feet to a point having a Texas Grid North, NAD83, South Zone Value of N=17076921.1716, E=1196383.8216; thence continuing along said right-of-way line, South 88°57'12" West, 11.50 feet to a point; thence North 01°02'48" West, 20.00 feet to a point; thence South 88°57'12" West, 8.50 feet to a point; thence leaving said northerly right-of-way of East King Avenue and running North 01°02'48" West, 188.00 feet to a point and the true POINT OF BEGINNING;

Thence running, South 01°02'48" East, 15.00 feet to a point;

Thence, South 88°57'12" West, 37.00 feet to a point;

Thence, North 01°02'48" West, 15.00 feet to a point;

Thence, North 88°57'12" East, 37.00 feet to a point and the true POINT OF BEGINNING.

Bearings are based on Texas Grid North, NAD83, South Zone.

Said tract contains 0.0127 acres (555 square feet), more or less.

[EXHIBIT A CONTNUES ON THE NEXT PAGES]

[EXHIBIT A CONT'D]

Leased Premises Cont'd:

together with

All that tract or parcel of land lying and being situate in the City of Kingsville, Kleberg County, Texas, and being a part of a 7.76 acre tract of land, out of Farm Lot 7, Section 10, of the Kleberg Town and Improvement Company's Subdivision to Kleberg County, Texas as described in a Warranty Deed dated March 21, 1997 and being recorded in Volume 143, Page 514, Kleberg County Records, being more particularly described as follows:

To find the point of beginning, COMMENCE at a 5/8-inch rebar found on the northerly right-of-way of East King Avenue at the southeast corner of said lands, said rebar having a Texas Grid North, NAD83, South Zone Value of N=17076927.8574, E=1196749.7605; thence along said northerly right-of-way of East King Avenue, South 88°57'12" West, 366.00 feet to a point having a Texas Grid North, NAD83, South Zone Value of N=17076921.1716, E=1196383.8216; thence continuing along said right-of-way line, South 88°57'12" West, 11.50 feet to a point; thence North 01°02'48" West, 20.00 feet to a point; thence South 88°57'12" West, 8.50 feet to a point; thence leaving said northerly right-of-way of East King Avenue and running North 01°02'48" West, 188.00 feet to a point; thence, South 01°02'48" East, 15.00 feet to a point; thence, South 88°57'12" West, 3.75 feet to a point and the true POINT OF BEGINNING;

Thence running, South 01°02'48" East, 3.00 feet to a point;

Thence, South 88°57'12" West, 28.25 feet to a point;

Thence, North 01°02'48" West, 3.00 feet to a point;

Thence, North 88°57'12" East, 28.25 feet to a point and the true POINT OF BEGINNING.

Bearings are based on Texas Grid North, NAD83, South Zone.

Said tract contains 0.0019 acres (84.75 square feet), more or less.

[EXHIBIT A CONTNUES ON THE NEXT PAGE]

[EXHIBIT A CONT'D]

Access and Utility Easement:

Together with a 20-foot wide easement lying and being situate in the City of Kingsville, Kleberg County, Texas, and being a part of a 7.76 acre tract of land, out of Farm Lot 7, Section 10, of the Kleberg Town and Improvement Company's Subdivision to Kleberg County, Texas as described in a Warranty Deed dated March 21, 1997 and being recorded in Volume 143, Page 514, Kleberg County Records, being more particularly described as follows:

To find the point of beginning, COMMENCE at a 5/8-inch rebar found on the northerly right-of-way of East King Avenue at the southeast corner of said lands, said rebar having a Texas Grid North, NAD83, South Zone Value of N=17076927.8574, E=1196749.7605; thence along said northerly right-of-way of East King Avenue, South 88°57'12" West, 366.00 feet to a point having a Texas Grid North, NAD83, South Zone Value of N=17076921.1716, E=1196383.8216 and the true POINT OF BEGINNING;

Thence continuing along said right-of-way line, South 88°57'12" West, 11.50 feet to a point;

Thence North 01°02'48" West, 20.00 feet to a point;

Thence South 88°57'12" West, 8.50 feet to a point;

Thence leaving said northerly right-of-way of East King Avenue and running North 01°02'48" West, 188.00 feet to a point;

Thence, North 88°57'12" East, 20.00 feet to a point;

Thence, South 01°02'48" East, 208.00 feet to a point on the northerly right-of-way line of East King Avenue and the true POINT OF BEGINNING.

Bearings are based on Texas Grid North, NAD83, South Zone.

Said tract contains 0.0916 acres (3,990 square feet), more or less.

[END OF EXHIBIT A]

EXHIBIT B

DESCRIPTION, DESIGNATION, AND/OR DEPICTION OF ADDITIONAL AREAS:

Expanded Lease Area:

approximately an additional three hundred fifty-two (352) square feet of land, more particularly described as:

All that tract or parcel of land lying and being situate in the City of Kingsville, Kleberg County, Texas, and being a part of a 7.76 acre tract of land, out of Farm Lot 7, Section 10, of the Kleberg Town and Improvement Company's Subdivision to Kleberg County, Texas as described in a Warranty Deed dated March 21, 1997 and being recorded in Volume 143, Page 514, Kleberg County Records, being more particularly described as follows:

To find the point of beginning, COMMENCE at a 5/8-inch rebar found on the northerly right-of-way of East King Avenue at the southeast corner of said lands, said rebar having a Texas Grid North, NAD83, South Zone Value of N=17076927.8574, E=1196749.7605; thence along said northerly right-of-way of East King Avenue, South 88°57'12" West, 366.00 feet to a point having a Texas Grid North, NAD83, South Zone Value of N=17076921.1716, E=1196383.8216; thence continuing along said right-of-way line, South 88°57'12" West, 11.50 feet to a point; thence North 01°02'48" West, 20.00 feet to a point; thence South 88°57'12" West, 8.50 feet to a point; thence leaving said northerly right-of-way of East King Avenue and running North 01°02'48" West, 140.33 feet to a point; thence along a tie line, South 88°57'12" West, 14.70 feet to a point and the true POINT OF BEGINNING;

Thence running, South 88°48'54" West, 16.00 feet to a point;

Thence, North 01°11'06" West, 22.00 feet to a point;

Thence, North 88°48'54" East, 16.00 feet to a point;

Thence, South 01°11'06" East, 22.00 feet to a point and the POINT OF BEGINNING.

Bearings are based on Texas Grid North, NAD83, South Zone.

Said tract contains 0.0081 acres (352 square feet), more or less, and is highlighted in yellow on the following pages.

[EXHIBIT B CONTNUES ON THE NEXT PAGES]

[EXHIBIT B CONT'D]

Expanded Easement Area:

Together with an easement lying and being situated in the City of Kingsville, Kleberg County, Texas, and being a part of a 7.76 acre tract of land, out of Farm Lot 7, Section 10, of the Kleberg Town and Improvement Company's Subdivision to Kleberg County, Texas as described in a Warranty Deed dated March 21, 1997 and being recorded in Volume 143, Page 514, Kleberg County Records, being more particularly described as follows:

To find the point of beginning, COMMENCE at a 5/8-inch rebar found on the northerly right-of-way of East King Avenue at the southeast corner of said lands, said rebar having a Texas Grid North, NAD83, South Zone Value of N=17076927.8574, E=1196749.7605; thence along said northerly right-of-way of East King Avenue, South 88°57'12" West, 366.00 feet to a point having a Texas Grid North, NAD83, South Zone Value of N=17076921.1716, E=1196383.8216; thence continuing along said right-of-way line, South 88°57'12" West, 11.50 feet to a point; thence North 01°02'48" West, 20.00 feet to a point; thence South 88°57'12" West, 8.50 feet to a point; thence leaving said northerly right-of-way of East King Avenue and running North 01°02'48" West, 140.33 feet to a point; thence along a tie line, South 88°57'12" West, 14.70 feet to a point; thence, South 88°48'54" West, 16.00 feet to a point; thence, North 01°11'06" West, 22.00 feet to a point and the true POINT OF BEGINNING;

Thence running, North 01°11'06" West, 7.71 feet to a point;

Thence, North 88°57'12" East, 30.77 feet to a point;

Thence, South 01°02'48" East, 7.64 feet to a point;

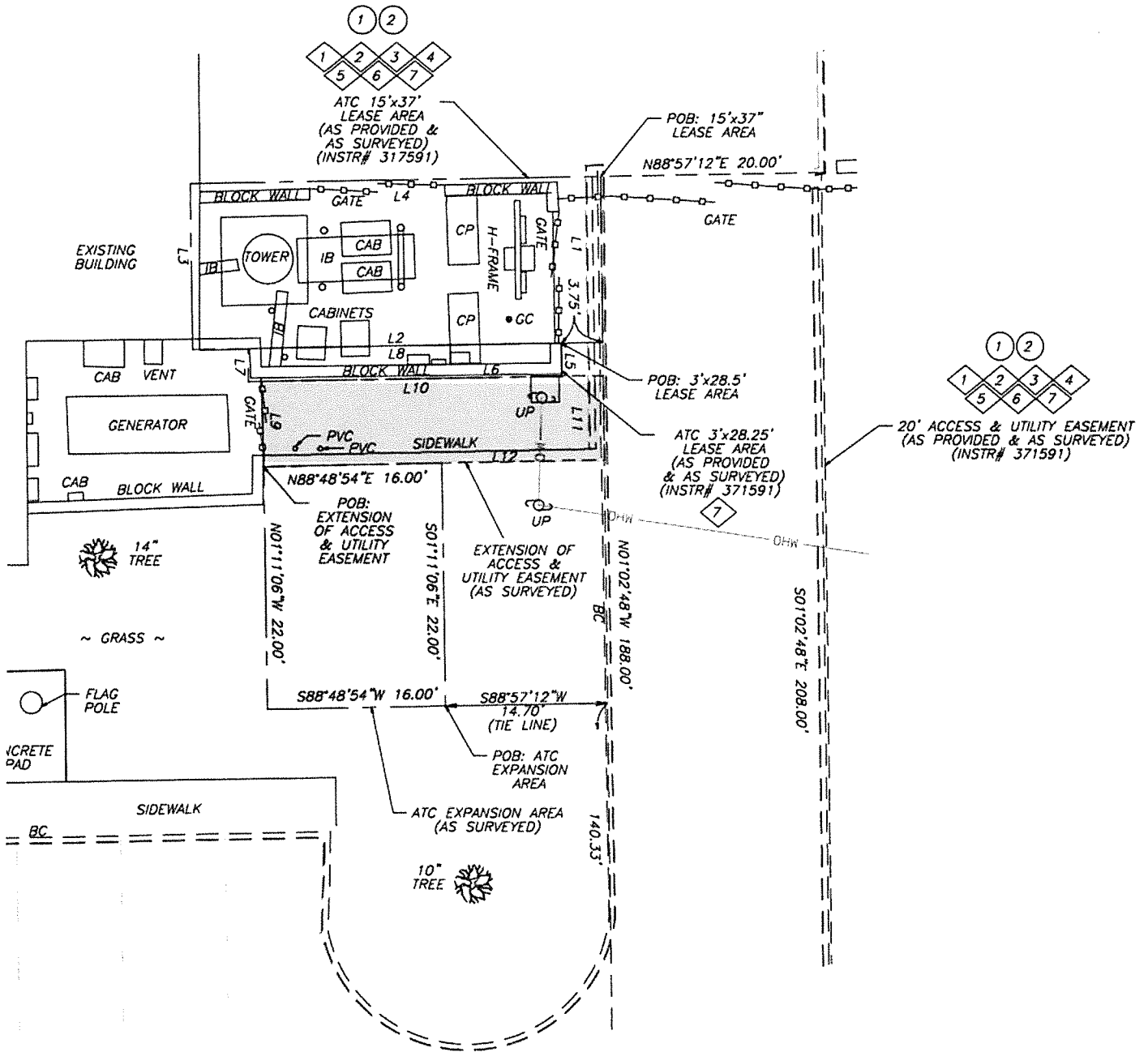
Thence, South 88°48'54" West, 30.76 feet to a point and the POINT OF BEGINNING.

Bearings are based on Texas Grid North, NAD83, South Zone.

Said tract contains 0.0054 acres (236 square feet), more or less, and is highlighted in blue on the following page.

[EXHIBIT B CONTNUES ON THE NEXT PAGE]

[EXHIBIT B CONT'D]



[END OF EXHIBIT B]

Prepared by and Return to:

American Tower

10 Presidential Way

Woburn, MA 01801

Attn: Land Management/Katherine Dressel, Esq.

ATC Site No.: 374521

ATC Site Name: Kingsville TX

Assessor's Parcel No.: 34141

Prior Recorded Lease Reference:

Instrument No.: 317591

State of Texas

Kleberg County

MEMORANDUM OF LEASE (WITH OPTION TO EXPAND)

This Memorandum of Lease (the "**Memorandum**") is entered into on the _____ day of _____, 202____ by and between the City of Kingsville, a Texas municipal entity ("**Landlord**"), and GTP Acquisition Partners II, LLC, a Delaware limited liability company, as successor in interest to Infinity Towers, Inc. ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Tower Attachment Lease Agreement dated January 26, 1999 (the "**Lease Agreement**"), as amended by that certain First Amendment to Tower Attachment Lease Agreement dated December 29, 2017 (the "**First Amendment**"), and as further amended by that certain Second Amendment to Tower Attachment Lease Agreement dated February 28, 2019 (the "**Second Amendment**") (the Lease Agreement, First Amendment, and Second Amendment collectively, the "**Lease**"), pursuant to which the Tenant leases portions of the Parent Parcel and is the beneficiary of certain easements for access and utilities, all as more particularly described in the Lease (such portions of the Parent Parcel so leased along with such portions of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described, designated, and/or depicted on **Exhibit A** attached hereto; and
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be January 25, 2064. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

ATC Site No: 374521
Site Name: Kingsville TX
Project Number: OAA746754

3. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
4. **Option to Expand Leased Premises.** The Landlord has granted to Tenant an option to expand the Leased Premises by (i) approximately three hundred fifty-two (352) square feet of such portions of the Parent Parcel so leased in a location depicted on **Exhibit B** attached hereto and by this reference made a part hereof (the "**Expanded Lease Area**"), and (ii) approximately two hundred thirty-six (236) square feet of such portions of the Parent Parcel so affected for access and utilities in a location depicted on **Exhibit B** attached hereto and by this reference made a part hereof (the "**Expanded Easement Area**"). Such option is exercisable on or before the _____ day of _____ 2021.
5. **Right of First Refusal.** There is a limited right of first refusal in the Lease.
6. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions, and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: P.O. Box 1458, Kingsville, TX 78364; to Tenant at: Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Department, 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
9. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflict of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD:

City of Kingsville,
a Texas municipal entity,

Signature: _____
Print Name: _____
Title: _____
Date: _____

WITNESSES:

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

WITNESSES:

GTP Acquisition Partners II, LLC,
a Delaware limited liability company,

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202____, before me, _____
the undersigned Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity
upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

A 7.76 ACRE TRACT, MORE OR LESS, OUT OF FARM LOT 7, SECTION 10, OF THE KLEBERG TOWN AND IMPROVEMENT COMPANY'S SUBDIVISION TO KLEBERG COUNTY, TEXAS, AS RECORDED IN THE KLEBERG COUNTY MAP RECORDS, ENVELOPE 18, KLEBERG COUNTY, TEXAS; SAID TRACT BEING OUT OF A 31.47 ACRE TRACT AS DEEDED TO KLEBERG COUNTY BY THE MARCOS PEREZ ESTATE AND RECORDED IN VOL. 83, PAGE 17 OF THE OFFICIAL RECORDS OF KLEBERG COUNTY, TEXAS; SAID 7.76 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 5/8" IRON PIN FOUND AT THE POINT OF INTERSECTION OF THE EAST LINE OF SAID FARM LOT 7 AND THE NORTH ROW LINE OF STATE HIGHWAY 141 (KING AVE.) AS IT EXISTS IN DECEMBER OF 1996, SAID POINT BEING HEREIN TERMED "POINT OF BEGINNING";

THENCE WEST ALONG THE SAID NORTH ROW OF S.H. 141 FOR A DISTANCE OF 377.50' TO A 5/8" IRON PIN SET AT THE POINT OF INTERSECTION WITH A 20' IN WIDTH STRIP FOR ROAD WIDENING PURPOSES AND RECORDED IN VOL. 93, PAGE 222 OF THE OFFICIAL RECORDS OF KLEBERG COUNTY, TEXAS;

THENCE NORTH AND ALONG THE EASTERN END OF SAID 20' STRIP TO A 5/8" IRON PIN SET AT THE NORTHEAST CORNER OF THE SAID 20' STRIP;

THENCE WEST ALONG THE NORTH LINE OF THE SAID 20' STRIP FOR A DISTANCE OF 223.75' TO A 5/8" IRON PIN SET AT THE MOST WESTERLY SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTH ALONG A LINE PARALLEL TO AND 601.25' WEST OF THE EAST LINE OF SAID FARM LOT 7 FOR A DISTANCE OF 550.0[TO A 5/8" IRON PIN SET AND THE NORTHWEST CORNER OF THIS TRACT;

THENCE WEST ALONG A LINE PARALLEL TO THE SAID NORTH ROW LINE OF S.H. 141 FOR A DISTANCE OF 601.25' TO A 5/8" IRON PIN SET ON THE SAID EAST LINE OF FARM LOT 7 AND THE NORTHEAST CORNER OF THIS TRACT;

THENCE SOUTH ALONG THE SAID EAST LINE OF SAID FARM LOT 7 FOR A DISTANCE OF 570.0[TO RETURN TO AND CLOSE AT THE SAID "POINT OF BEGINNING".

Being the same property conveyed to the City of Kingsville from Kleberg County, Texas by Warranty Deed dated March 21, 1997 and recorded March 27, 1997 in Volume 143 Page 514.

APN: 34141

[EXHIBIT A CONTNUES ON THE NEXT PAGES]

ATC Site No: 374521
Site Name: Kingsville TX
Project Number: OAA746754

[EXHIBIT A CONT'D]

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of those portions of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below.

All that tract or parcel of land lying and being situate in the City of Kingsville, Kleberg County, Texas, and being a part of a 7.76 acre tract of land, out of Farm Lot 7, Section 10, of the Kleberg Town and Improvement Company's Subdivision to Kleberg County, Texas as described in a Warranty Deed dated March 21, 1997 and being recorded in Volume 143, Page 514, Kleberg County Records, being more particularly described as follows:

To find the point of beginning, COMMENCE at a 5/8-inch rebar found on the northerly right-of-way of East King Avenue at the southeast corner of said lands, said rebar having a Texas Grid North, NAD83, South Zone Value of N=17076927.8574, E=1196749.7605; thence along said northerly right-of-way of East King Avenue, South 88°57'12" West, 366.00 feet to a point having a Texas Grid North, NAD83, South Zone Value of N=17076921.1716, E=1196383.8216; thence continuing along said right-of-way line, South 88°57'12" West, 11.50 feet to a point; thence North 01°02'48" West, 20.00 feet to a point; thence South 88°57'12" West, 8.50 feet to a point; thence leaving said northerly right-of-way of East King Avenue and running North 01°02'48" West, 188.00 feet to a point and the true POINT OF BEGINNING;

Thence running, South 01°02'48" East, 15.00 feet to a point;

Thence, South 88°57'12" West, 37.00 feet to a point;

Thence, North 01°02'48" West, 15.00 feet to a point;

Thence, North 88°57'12" East, 37.00 feet to a point and the true POINT OF BEGINNING.

Bearings are based on Texas Grid North, NAD83, South Zone.

Said tract contains 0.0127 acres (555 square feet), more or less.

[EXHIBIT A CONTNUES ON THE NEXT PAGES]

[EXHIBIT A CONT'D]

Leased Premises Cont'd:

together with

All that tract or parcel of land lying and being situate in the City of Kingsville, Kleberg County, Texas, and being a part of a 7.76 acre tract of land, out of Farm Lot 7, Section 10, of the Kleberg Town and Improvement Company's Subdivision to Kleberg County, Texas as described in a Warranty Deed dated March 21, 1997 and being recorded in Volume 143, Page 514, Kleberg County Records, being more particularly described as follows:

To find the point of beginning, COMMENCE at a 5/8-inch rebar found on the northerly right-of-way of East King Avenue at the southeast corner of said lands, said rebar having a Texas Grid North, NAD83, South Zone Value of N=17076927.8574, E=1196749.7605; thence along said northerly right-of-way of East King Avenue, South 88°57'12" West, 366.00 feet to a point having a Texas Grid North, NAD83, South Zone Value of N=17076921.1716, E=1196383.8216; thence continuing along said right-of-way line, South 88°57'12" West, 11.50 feet to a point; thence North 01°02'48" West, 20.00 feet to a point; thence South 88°57'12" West, 8.50 feet to a point; thence leaving said northerly right-of-way of East King Avenue and running North 01°02'48" West, 188.00 feet to a point; thence, South 01°02'48" East, 15.00 feet to a point; thence, South 88°57'12" West, 3.75 feet to a point and the true POINT OF BEGINNING;

Thence running, South 01°02'48" East, 3.00 feet to a point;

Thence, South 88°57'12" West, 28.25 feet to a point;

Thence, North 01°02'48" West, 3.00 feet to a point;

Thence, North 88°57'12" East, 28.25 feet to a point and the true POINT OF BEGINNING.

Bearings are based on Texas Grid North, NAD83, South Zone.

Said tract contains 0.0019 acres (84.75 square feet), more or less.

[EXHIBIT A CONTNUES ON THE NEXT PAGES]

[EXHIBIT A CONT'D]

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

Together with a 20-foot wide easement lying and being situate in the City of Kingsville, Kleberg County, Texas, and being a part of a 7.76 acre tract of land, out of Farm Lot 7, Section 10, of the Kleberg Town and Improvement Company's Subdivision to Kleberg County, Texas as described in a Warranty Deed dated March 21, 1997 and being recorded in Volume 143, Page 514, Kleberg County Records, being more particularly described as follows:

To find the point of beginning, COMMENCE at a 5/8-inch rebar found on the northerly right-of-way of East King Avenue at the southeast corner of said lands, said rebar having a Texas Grid North, NAD83, South Zone Value of N=17076927.8574, E=1196749.7605; thence along said northerly right-of-way of East King Avenue, South 88°57'12" West, 366.00 feet to a point having a Texas Grid North, NAD83, South Zone Value of N=17076921.1716, E=1196383.8216 and the true POINT OF BEGINNING;

Thence continuing along said right-of-way line, South 88°57'12" West, 11.50 feet to a point;

Thence North 01°02'48" West, 20.00 feet to a point;

Thence South 88°57'12" West, 8.50 feet to a point;

Thence leaving said northerly right-of-way of East King Avenue and running North 01°02'48" West, 188.00 feet to a point;

Thence, North 88°57'12" East, 20.00 feet to a point;

Thence, South 01°02'48" East, 208.00 feet to a point on the northerly right-of-way line of East King Avenue and the true POINT OF BEGINNING.

Bearings are based on Texas Grid North, NAD83, South Zone.

Said tract contains 0.0916 acres (3,990 square feet), more or less.

[END OF EXHIBIT A]

EXHIBIT B

This Exhibit B may be replaced at Tenant's option as described below.

Expanded Lease Area:

approximately an additional three hundred fifty-two (352) square feet of land, more particularly described as:

All that tract or parcel of land lying and being situate in the City of Kingsville, Kleberg County, Texas, and being a part of a 7.76 acre tract of land, out of Farm Lot 7, Section 10, of the Kleberg Town and Improvement Company's Subdivision to Kleberg County, Texas as described in a Warranty Deed dated March 21, 1997 and being recorded in Volume 143, Page 514, Kleberg County Records, being more particularly described as follows:

To find the point of beginning, COMMENCE at a 5/8-inch rebar found on the northerly right-of-way of East King Avenue at the southeast corner of said lands, said rebar having a Texas Grid North, NAD83, South Zone Value of N=17076927.8574, E=1196749.7605; thence along said northerly right-of-way of East King Avenue, South 88°57'12" West, 366.00 feet to a point having a Texas Grid North, NAD83, South Zone Value of N=17076921.1716, E=1196383.8216; thence continuing along said right-of-way line, South 88°57'12" West, 11.50 feet to a point; thence North 01°02'48" West, 20.00 feet to a point; thence South 88°57'12" West, 8.50 feet to a point; thence leaving said northerly right-of-way of East King Avenue and running North 01°02'48" West, 140.33 feet to a point; thence along a tie line, South 88°57'12" West, 14.70 feet to a point and the true POINT OF BEGINNING;

Thence running, South 88°48'54" West, 16.00 feet to a point;

Thence, North 01°11'06" West, 22.00 feet to a point;

Thence, North 88°48'54" East, 16.00 feet to a point;

Thence, South 01°11'06" East, 22.00 feet to a point and the POINT OF BEGINNING.

Bearings are based on Texas Grid North, NAD83, South Zone.

Said tract contains 0.0081 acres (352 square feet), more or less, and is highlighted in yellow on the following pages.

[EXHIBIT B CONTNUES ON THE NEXT PAGES]

[EXHIBIT B CONT'D]

Expanded Easement Area:

Together with an easement lying and being situate in the City of Kingsville, Kleberg County, Texas, and being a part of a 7.76 acre tract of land, out of Farm Lot 7, Section 10, of the Kleberg Town and Improvement Company's Subdivision to Kleberg County, Texas as described in a Warranty Deed dated March 21, 1997 and being recorded in Volume 143, Page 514, Kleberg County Records, being more particularly described as follows:

To find the point of beginning, COMMENCE at a 5/8-inch rebar found on the northerly right-of-way of East King Avenue at the southeast corner of said lands, said rebar having a Texas Grid North, NAD83, South Zone Value of N=17076927.8574, E=1196749.7605; thence along said northerly right-of-way of East King Avenue, South 88°57'12" West, 366.00 feet to a point having a Texas Grid North, NAD83, South Zone Value of N=17076921.1716, E=1196383.8216; thence continuing along said right-of-way line, South 88°57'12" West, 11.50 feet to a point; thence North 01°02'48" West, 20.00 feet to a point; thence South 88°57'12" West, 8.50 feet to a point; thence leaving said northerly right-of-way of East King Avenue and running North 01°02'48" West, 140.33 feet to a point; thence along a tie line, South 88°57'12" West, 14.70 feet to a point; thence, South 88°48'54" West, 16.00 feet to a point; thence, North 01°11'06" West, 22.00 feet to a point and the true POINT OF BEGINNING;

Thence running, North 01°11'06" West, 7.71 feet to a point;

Thence, North 88°57'12" East, 30.77 feet to a point;

Thence, South 01°02'48" East, 7.64 feet to a point;

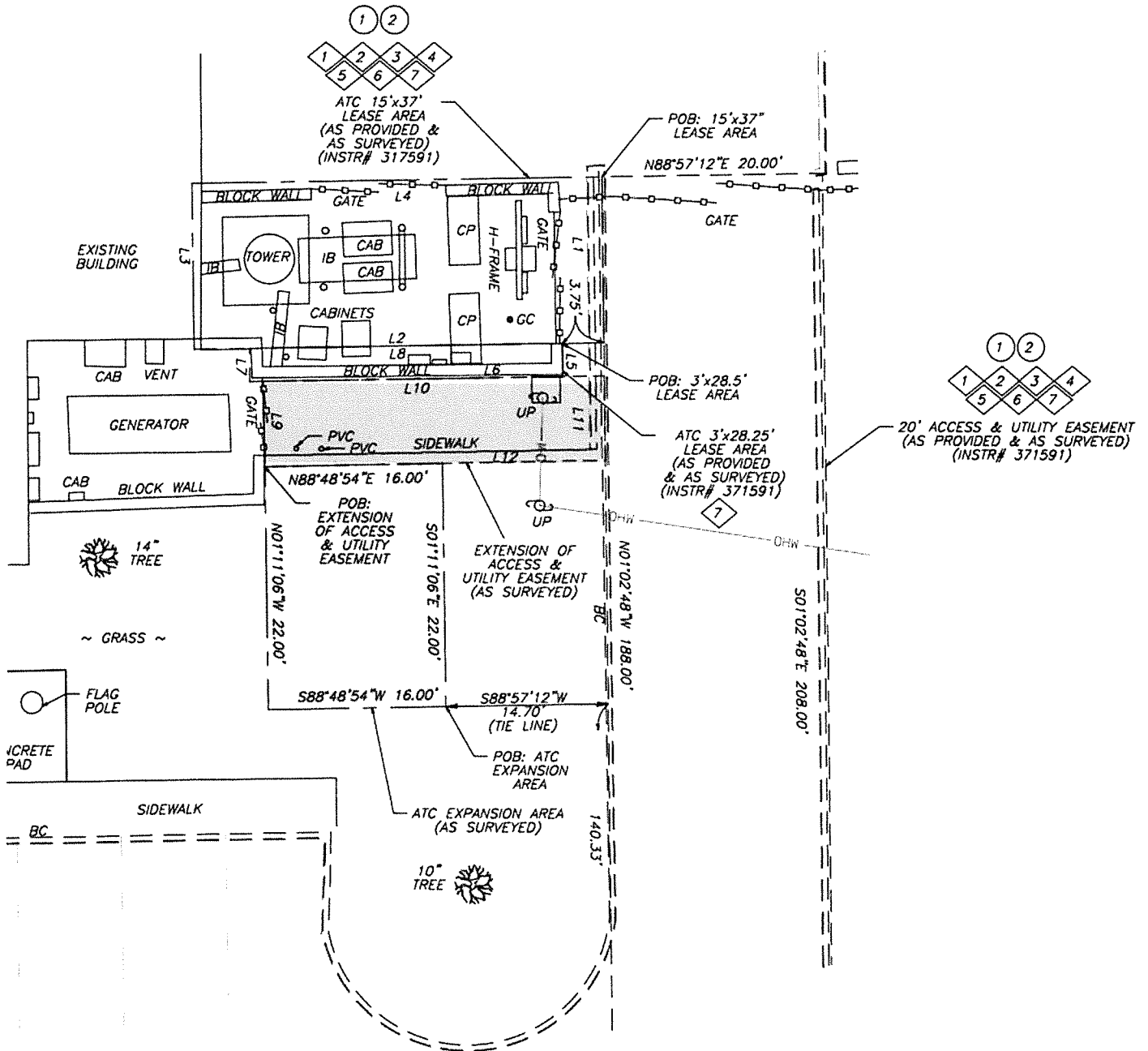
Thence, South 88°48'54" West, 30.76 feet to a point and the POINT OF BEGINNING.

Bearings are based on Texas Grid North, NAD83, South Zone.

Said tract contains 0.0054 acres (236 square feet), more or less, and is highlighted in blue on the following page.

[EXHIBIT B CONTNUES ON THE NEXT PAGE]

[EXHIBIT B CONT'D]



[END OF EXHIBIT B]

Prepared by and Return to:

American Tower

10 Presidential Way

Woburn, MA 01801

Attn: Land Management/Katherine Dressel, Esq.

ATC Site No.: 374521

ATC Site Name: Kingsville TX

Assessor's Parcel No.: 34141

Prior Recorded Lease Reference:

Instrument No.: 317591

State of Texas

Kleberg County

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the _____ day of _____, 202__ by and between the City of Kingsville, a Texas municipal entity ("**Landlord**") and GTP Acquisition Partners II, LLC, a Delaware limited liability company, as successor in interest to Infinity Towers, Inc. ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Tower Attachment Lease Agreement dated January 26, 1999 (the "**Lease Agreement**"), as amended by that certain First Amendment to Tower Attachment Lease Agreement dated December 29, 2017 (the "**First Amendment**"), and as further amended by that certain Second Amendment to Tower Attachment Lease Agreement dated February 28, 2019 (the "**Second Amendment**") (the Lease Agreement, First Amendment, and Second Amendment collectively, the "**Lease**"), pursuant to which the Tenant leases portions of the Parent Parcel and is the beneficiary of certain easements for access and utilities, all as more particularly described in the Lease (such portions of the Parent Parcel so leased along with such portions of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described, designated and/or depicted on **Exhibit A** attached hereto; and
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be January 25, 2064. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

3. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
4. **Right of First Refusal.** There is a limited right of first refusal in the Lease.
5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: P.O. Box 1458, Kingsville, TX 78364; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Department., 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
8. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD:

WITNESSES:

City of Kingsville,
a Texas municipal entity,

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

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Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

WITNESSES:

GTP Acquisition Partners II, LLC,
a Delaware limited liability company,

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202____, before me, _____
the undersigned Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
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[SEAL]

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THENCE WEST ALONG THE NORTH LINE OF THE SAID 20' STRIP FOR A DISTANCE OF 223.75' TO A 5/8" IRON PIN SET AT THE MOST WESTERLY SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTH ALONG A LINE PARALLEL TO AND 601.25' WEST OF THE EAST LINE OF SAID FARM LOT 7 FOR A DISTANCE OF 550.0[TO A 5/8" IRON PIN SET AND THE NORTHWEST CORNER OF THIS TRACT;

THENCE WEST ALONG A LINE PARALLEL TO THE SAID NORTH ROW LINE OF S.H. 141 FOR A DISTANCE OF 601.25' TO A 5/8" IRON PIN SET ON THE SAID EAST LINE OF FARM LOT 7 AND THE NORTHEAST CORNER OF THIS TRACT;

THENCE SOUTH ALONG THE SAID EAST LINE OF SAID FARM LOT 7 FOR A DISTANCE OF 570.0[' TO RETURN TO AND CLOSE AT THE SAID "POINT OF BEGINNING".

Being the same property conveyed to the City of Kingsville from Kleberg County, Texas by Warranty Deed dated March 21, 1997 and recorded March 27, 1997 in Volume 143 Page 514.

APN: 34141

[EXHIBIT A CONTNUES ON THE NEXT PAGES]

ATC Site No: 374521
Site Name: Kingsville TX
Project Number: OAA746754

[EXHIBIT A CONT'D]

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Thence running, South 01°02'48" East, 15.00 feet to a point;

Thence, South 88°57'12" West, 37.00 feet to a point;

Thence, North 01°02'48" West, 15.00 feet to a point;

Thence, North 88°57'12" East, 37.00 feet to a point and the true POINT OF BEGINNING.

Bearings are based on Texas Grid North, NAD83, South Zone.

Said tract contains 0.0127 acres (555 square feet), more or less.

[EXHIBIT A CONTNUES ON THE NEXT PAGES]

[EXHIBIT A CONT'D]

together with

All that tract or parcel of land lying and being situate in the City of Kingsville, Kleberg County, Texas, and being a part of a 7.76 acre tract of land, out of Farm Lot 7, Section 10, of the Kleberg Town and Improvement Company's Subdivision to Kleberg County, Texas as described in a Warranty Deed dated March 21, 1997 and being recorded in Volume 143, Page 514, Kleberg County Records, being more particularly described as follows:

To find the point of beginning, COMMENCE at a 5/8-inch rebar found on the northerly right-of-way of East King Avenue at the southeast corner of said lands, said rebar having a Texas Grid North, NAD83, South Zone Value of N=17076927.8574, E=1196749.7605; thence along said northerly right-of-way of East King Avenue, South 88°57'12" West, 366.00 feet to a point having a Texas Grid North, NAD83, South Zone Value of N=17076921.1716, E=1196383.8216; thence continuing along said right-of-way line, South 88°57'12" West, 11.50 feet to a point; thence North 01°02'48" West, 20.00 feet to a point; thence South 88°57'12" West, 8.50 feet to a point; thence leaving said northerly right-of-way of East King Avenue and running North 01°02'48" West, 188.00 feet to a point; thence, South 01°02'48" East, 15.00 feet to a point; thence, South 88°57'12" West, 3.75 feet to a point and the true POINT OF BEGINNING;

Thence running, South 01°02'48" East, 3.00 feet to a point;

Thence, South 88°57'12" West, 28.25 feet to a point;

Thence, North 01°02'48" West, 3.00 feet to a point;

Thence, North 88°57'12" East, 28.25 feet to a point and the true POINT OF BEGINNING.

Bearings are based on Texas Grid North, NAD83, South Zone.

Said tract contains 0.0019 acres (84.75 square feet), more or less.

[EXHIBIT A CONTNUES ON THE NEXT PAGES]

[EXHIBIT A CONT'D]

together with

All that tract or parcel of land lying and being situate in the City of Kingsville, Kleberg County, Texas, and being a part of a 7.76 acre tract of land, out of Farm Lot 7, Section 10, of the Kleberg Town and Improvement Company's Subdivision to Kleberg County, Texas as described in a Warranty Deed dated March 21, 1997 and being recorded in Volume 143, Page 514, Kleberg County Records, being more particularly described as follows:

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Thence running, South 88°48'54" West, 16.00 feet to a point;

Thence, North 01°11'06" West, 22.00 feet to a point;

Thence, North 88°48'54" East, 16.00 feet to a point;

Thence, South 01°11'06" East, 22.00 feet to a point and the POINT OF BEGINNING.

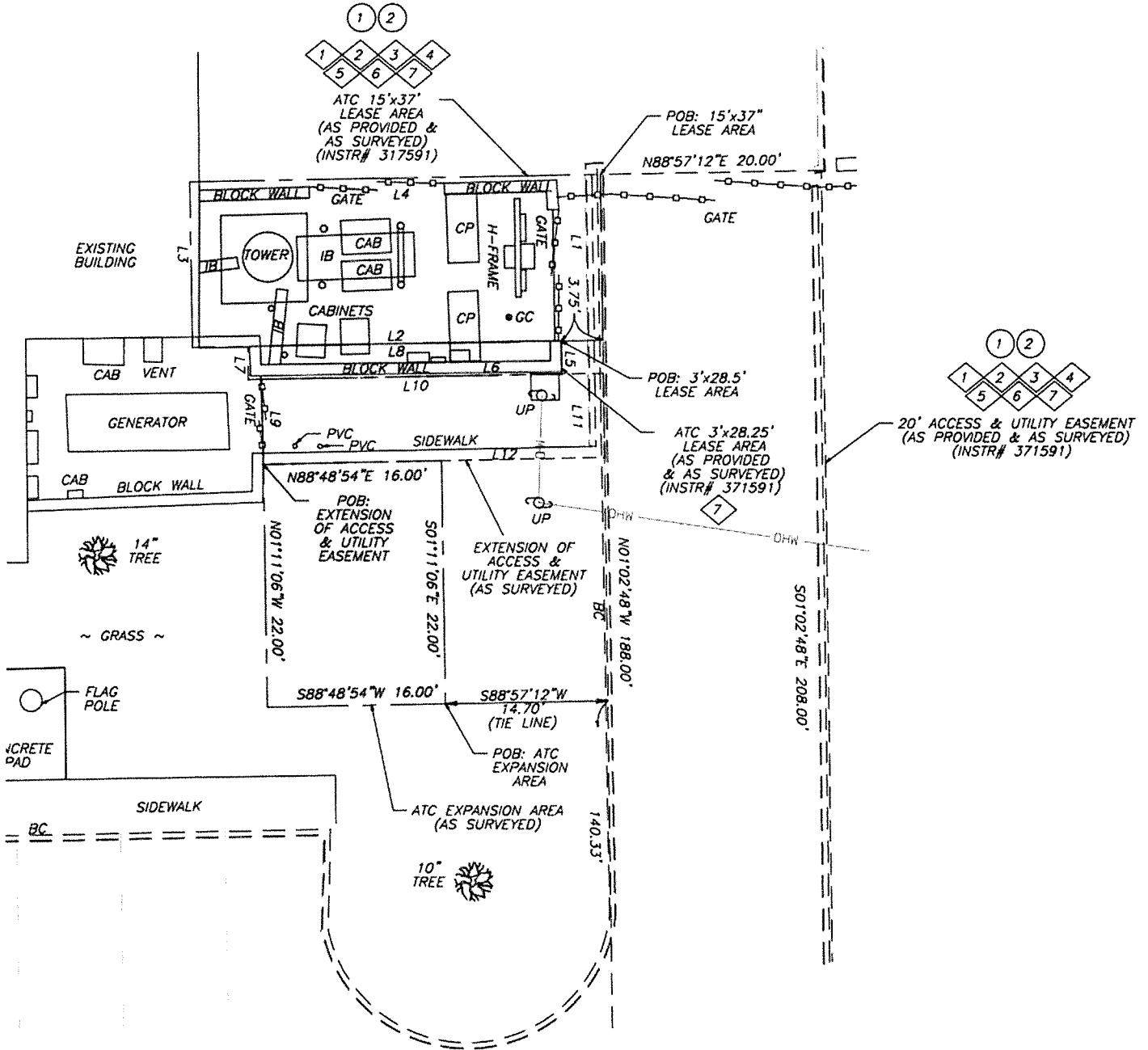
Bearings are based on Texas Grid North, NAD83, South Zone.

Said tract contains 0.0081 acres (352 square feet), more or less.

[EXHIBIT A CONTNUES ON THE NEXT PAGES]

[EXHIBIT A CONT'D]

The Leased Premises is identified in yellow below:



[EXHIBIT A CONTNUES ON THE NEXT PAGES]

[EXHIBIT A CONT'D]

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

Together with a 20-foot wide easement lying and being situate in the City of Kingsville, Kleberg County, Texas, and being a part of a 7.76 acre tract of land, out of Farm Lot 7, Section 10, of the Kleberg Town and Improvement Company's Subdivision to Kleberg County, Texas as described in a Warranty Deed dated March 21, 1997 and being recorded in Volume 143, Page 514, Kleberg County Records, being more particularly described as follows:

To find the point of beginning, COMMENCE at a 5/8-inch rebar found on the northerly right-of-way of East King Avenue at the southeast corner of said lands, said rebar having a Texas Grid North, NAD83, South Zone Value of N=17076927.8574, E=1196749.7605; thence along said northerly right-of-way of East King Avenue, South 88°57'12" West, 366.00 feet to a point having a Texas Grid North, NAD83, South Zone Value of N=17076921.1716, E=1196383.8216 and the true POINT OF BEGINNING;

Thence continuing along said right-of-way line, South 88°57'12" West, 11.50 feet to a point;

Thence North 01°02'48" West, 20.00 feet to a point;

Thence South 88°57'12" West, 8.50 feet to a point;

Thence leaving said northerly right-of-way of East King Avenue and running North 01°02'48" West, 188.00 feet to a point;

Thence, North 88°57'12" East, 20.00 feet to a point;

Thence, South 01°02'48" East, 208.00 feet to a point on the northerly right-of-way line of East King Avenue and the true POINT OF BEGINNING.

Bearings are based on Texas Grid North, NAD83, South Zone.

Said tract contains 0.0916 acres (3,990 square feet), more or less.

[EXHIBIT A CONTNUES ON THE NEXT PAGE]

[EXHIBIT A CONT'D]

together with

Together with an easement lying and being situated in the City of Kingsville, Kleberg County, Texas, and being a part of a 7.76 acre tract of land, out of Farm Lot 7, Section 10, of the Kleberg Town and Improvement Company's Subdivision to Kleberg County, Texas as described in a Warranty Deed dated March 21, 1997 and being recorded in Volume 143, Page 514, Kleberg County Records, being more particularly described as follows:

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Thence running, North 01°11'06" West, 7.71 feet to a point;

Thence, North 88°57'12" East, 30.77 feet to a point;

Thence, South 01°02'48" East, 7.64 feet to a point;

Thence, South 88°48'54" West, 30.76 feet to a point and the POINT OF BEGINNING.

Bearings are based on Texas Grid North, NAD83, South Zone.

Said tract contains 0.0054 acres (236 square feet), more or less.

[END OF EXHIBIT A]

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