City of Kingsville, Texas

AGENDA
CITY COMMISSION
MONDAY, JUNE 8, 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)

NONE.

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 final passage of an ordinance amending Fiscal Year 2019-2020 budget to accept and expend reimbursements from FEMA and Insurance Recovery Claims. (Finance Director).

2. Motion to approve final passage of an ordinance amending the Fiscal Year 2019-2020 Budget to set up a budget to complete the ADA sidewalk project near El Pastel Bakery (7th Street and Richard Ave). (City Engineer).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.[4]

3. Presentation by County and discussion of County's request for support of OEA Grant involving JK Northway and potential new interlocal agreement to change to management of JK Northway. (City Manager).
4. Discussion of health insurance options and direction to staff on potential future health insurance plan changes. (Human Resources Director/City Manager).
5. Presentation by EDC Director on the state of the Economic Development Council and related activities and discussion related thereto. (City Manager).
6. Consider introduction of an ordinance amending the FY19-20 budget to accept and expend funding provided by the Department of Health and Human Services C.A.R.E.S. Provider Relief Fund for the purchase of medical supplies. (Fire Marshall).
7. Consider introduction of an ordinance amending the FY19-20 Budget to setup the budget for in-kind engineering services for the TXCDBG Grant #7219192. (Finance Director).
8. Consider introduction of an ordinance amending the FY19-20 Budget to setup the budget for the expenditure on the JK Northway Coliseum for the City's half of County's EDA Grant to Reyna Network for pre-grant services. (Finance Director).
9. Consider introduction of an ordinance amending the FY19-20 budget to accept and expend grant funds received from the State Homeland Security Program. (Police Chief).
10. Consider accepting a donation from Kleberg Bank for a welcome sign in the Downtown District. (Downtown Manager).
11. Consider introduction of an ordinance amending the FY19-20 Budget to accept and expend the donation from Kleberg Bank for a welcome sign for the Main Street District. (Downtown Manager).
12. Consider accepting a donation from Kleberg County for half of a new pumphouse motor for the golf course. (Parks Director).
13. Consider introduction of an ordinance amending the FY19-20 Budget to accept and expend the donation from Kleberg County for half the cost of a new pumphouse motor for the Golf Course. (Parks Director).
14. Consider a resolution authorizing the submission of an application to the Texas Water Development Board for Flood Infrastructure Fund for Apply drainage grant-Flood Infrastructure Fund for City drainage projects. (City Engineer).
15. Discuss possible application to the Community Development Block Grant-Mitigation (CDBG-MIT) grant programs administered by the Texas General Land Office for drainage grant. (City Engineer).

VII. Adjournment.

1. No person's comments shall exceed 5 minutes. Cannot be extended by Commission.
2. No person's comments shall exceed 5 minutes without permission of majority of Commission.
3. Comments are limited to 3 minutes per person. May be extended 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:

June 4, 2020 at 3:00 P.M. and remained so posted continuously for at least 72 hours proceeding the schedule time of said meeting.

Mary Valenzuela

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

CONSENT AGENDA

AGENDA ITEM #1

CITY OF KINGSVILLE

MEMORANDUM

TO: Mark McLaughlin, City Manager

FROM: Deborah Balli, Finance Director

DATE: May 12, 2020

SUBJECT: FEMA and Insurance Recovery Claim Reimbursements

Summary:
The City is in receipt of FEMA reimbursements of $215,305.77 and Insurance Claim Recoveries of $10,063.30 and is in need to transfer the funding over to the funds which generated the initial expenditures.

Background:

- FEMA Reimbursements
  The city incurred expenditures for the rain and flooding Storm Event of 2016 and we were under the impression that we had received everything that we were eligible to receive. All expenditures that were not reimbursed were moved back into the General Fund and the Street Maintenance Fund as we did not have any acknowledgement that additional expenditures were going to be reimbursed. The General Fund reimbursement of $160,695.45 was for the Golf Course irrigation and the Street Maintenance Fund reimbursement of $54,610.32 was for road repair and brush and debris removal. Since we moved the expenditures back into the generating funds, we need to transfer the reimbursements back into the fund where the expenditures were incurred.

- Insurance Claim Recoveries
  The insurance claim recoveries are for the wind/downburst Storm Event of 2019 which were incurred for various types of expenditures generated in General Fund. The expenditures were never transferred out of General Fund because we did not have any acknowledgement that they would qualify for any type of reimbursement.

Financial Impact:
There is no additional funding required for this request as we are receiving reimbursements for prior year expenditures.

Recommendation:
Staff recommends approving the budget amendment to transfer funding for prior year expenditures.

ORDINANCE NO. 2020-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2019-2020 BUDGET TO ACCEPT AND EXPEND REIMBURSEMENTS FROM FEMA AND INSURANCE RECOVERY CLAIMS.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2019-2020 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 071 - FEMA					
Expenditures - 5					
6900	Transfers	Transfer To General Fund 001	80001	$160,695.45	
6900	Transfers	Transfer to Street Fund 092	80092	$54,610.32	
Fund 001 – General Fund					
Revenues - 4					
'0000	Transfers	Transfer From FEMA Fund 071	75071	($160,695.45)	
Fund 092 – Street Fund					
Revenues - 4					
'0000	Transfers	Transfer From FEMA Fund 071	75071	($54,610.32)	
Fund 096 – Insurance Recovery Fund					
Expenditures - 5					
6900	Transfers	Transfer To General Fund 001	80001	$10,063.30	
Fund 001 – General Fund					
Revenues - 4					
'0000	Transfers	Transfer From Insur Rec Fd 096	75096	($10,063.30)	

[To amend the City of Kingsville FY 19-20 Budget to accept and expend received from FEMA for prior year submittals and insurance recovery claims.

II.

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

III.

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

IV.

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

INTRODUCED on this the 26th day of May 2020.

PASSED AND APPROVED on this the 8th day of June, 2020.

EFFECTIVE DATE:_____

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

AGENDA ITEM #2

City of Kingsville
Engineering Dept.

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

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

DATE: May 26, 2020

SUBJECT: General Fund Budget Amendment for ADA access south of the intersection of 7th Street and Richard Ave.

Summary:

This item authorizes funding for construction services to remediate ADA access south of the intersection of 7th Street and Richard Ave. The preferred location would be at the intersection, but the amount of sidewalk replacement costs would be greater and not service any other businesses in the area. No handrail is required because it doesn't meet the minimum of four risers. It was designed with one riser. No guardrail is required because the drop off is not 48 inches or higher. It has a drop off of less than 2 feet.

A local business does not have proper ADA access. At the request of the City Manager the Engineering Department designed ADA access for the public to have safer access to the business and surrounding area and then requested bids from 4 contractors to remove the existing sidewalk and steps and propose ramps to provide access. One bid from Etech Construction Co. was in the amount of $9,000.00 and the other was from DIA Utilities in the amount of $22,600.00.

Etech Construction Co. was recently awarded a downtown improvements project by City Commission. This budget amendment would allow for access which is in the City's 80-foot right of way. The recommendation is to approve the budget amendment, so the staff can award the project to the low bidder Etech Construction Co.

Financial Impact:

The financial impact is $9,000.00 from Fund 091, the account number is 091-5-1603-59100. Funds are allocated for budget amendments.

City of Kingsville
Engineering Dept.

Recommendation:
City Manager recommends approval of agenda item as presented.

Attachments:

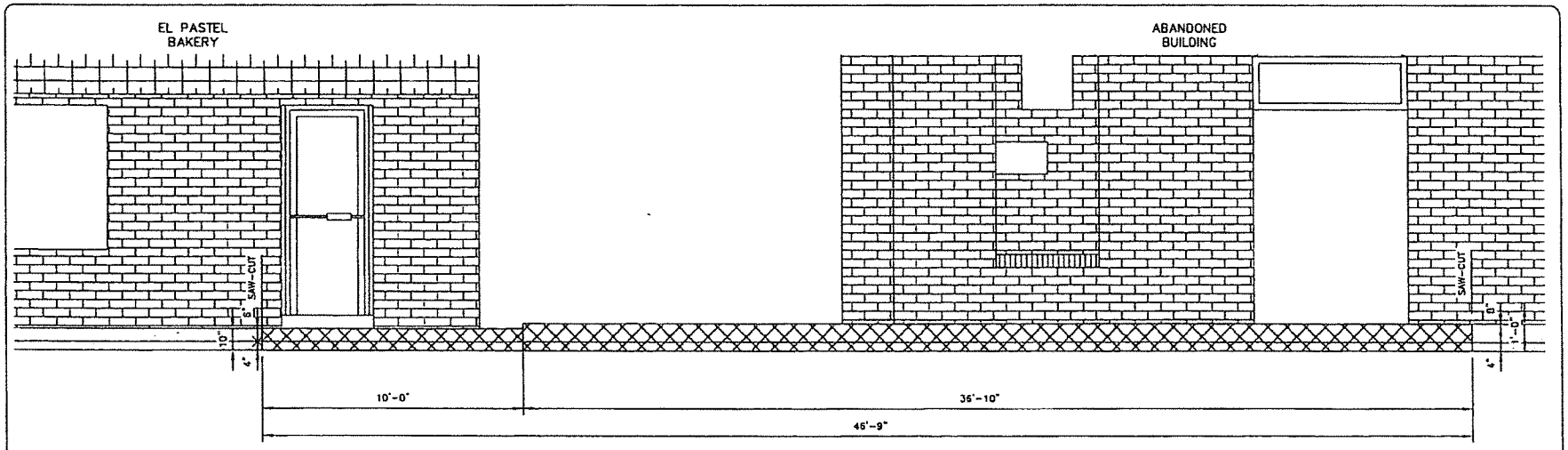
Etech bid
DIA bid
Photos (3)
Construction plan- Front Elevation
Budget Amendment

your map.

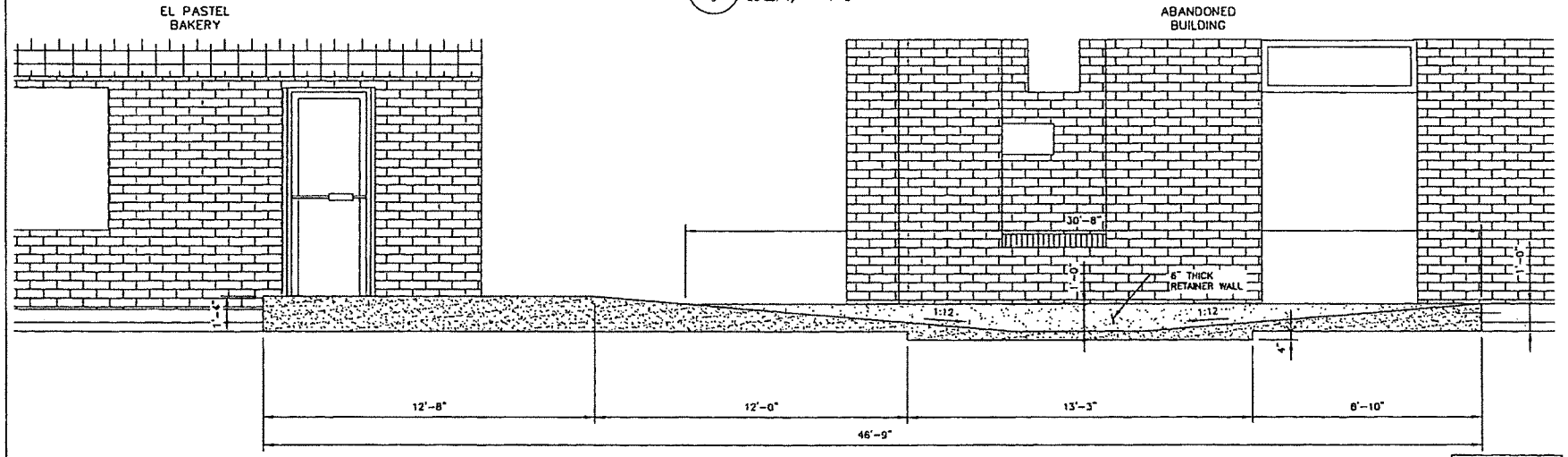



EL PASTEL
BAKERY
592-7544
BARBACOA SAT. & SUN.





A 9 DEMOLITION ELEVATION
SCALE: 1/4" = 1'-0"



B 9 PROPOSED ELEVATION
SCALE: 1/4" = 1'-0"

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF RUTILIO P. MORA JR P.E. # 111589 ON 4/22/20 IT IS NOT TO BE USED FOR ANY OTHER PURPOSE.

PRELIMINARY SET

CITY OF KINGSVILLE
ENGINEERING DEPARTMENT
400 West King
Kingsville, Texas 78363
Office 361.595.8007
Fax 361.595.8055

Drawn by: J. RAMIREZ
Date: 1/06/2020
Checked by: R. MORA
Job:

CITY OF KINGSVILLE

DEMO/PROPOSED ELEVATIONS

SHEET 9

ETECH Construction, Inc.

PO Box 690504
San Antonio, TX 78269
(210) 315-2296

PROPOSAL

To: City of Kingsville, TX **Job Name / Location:El Pastel Bakery** **Date: May 5, 2020**
Joseph Ramirez 517 N. 7th St

DESCRIPTION

- Demo/New Concrete Sidewalk & ADA Ramp $9,000.00

TOTAL: $9,000.00

We propose hereby to furnish materials as noted and labor-complete in accordance with the above specifications. For the sum of: $9,000.00

Payment to be made as follows:

All material is guaranteed to be specific. All work to be completed in professional manner according to standard practices. Any alteration or deviation from above specifications including extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Acceptance Of Proposal -The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payments will me made as outline above.

Signature_____

D.I.A. Utilities

ESTIMATE



We Do It All!
Marco Jimenez
PO Box 5307
Kingsville, TX 78364
(361) 228-2045

Date: May 11, 2020

Estimate #: 20-162

Customer Name City of Kingsville
Customer Address PO Box 1458
City, State, Zip Kingsville Tx 78364

Project: *ADA Handicap ramp @ El Pastel Bakery*

Work Description		**Cost**
Complete demo of existing concrete, installation of ADA compliant handica ramp, parking lot stripping with handicap logo and clean up	$	22,600.00
	$	**22,600.00**

Estimate valid for 30 days

ORDINANCE NO. 2020-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2019-2020 BUDGET TO SETUP BUDGET TO COMPLETE THE ADA SIDEWALK PROJECT NEAR EL PASTEL BAKERY.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2019-2020 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 – General Fund					
Expenditures - 5					
'6900	Transfers	Transfer To GF Cap Projects	80091	$9,000	
Fund 091 – GF Capital Projects Fund					
Revenues - 4					
'0000	Transfers	Transfer From GF	75001	($9,000)	
1603	Com App	Grounds & Perm Fixtures	59100	$9,000	

[To amend the City of Kingsville FY 19-20 Budget to setup budget to complete the ADA sidewalk project near the El Pastel Bakery.]

II.

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

III.

THAT if for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of this City Commission

that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

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

INTRODUCED on this the 26th day of May 2020.

PASSED AND APPROVED on this the 8th day of June, 2020.

EFFECTIVE DATE:_____

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

REGULAR AGENDA

AGENDA ITEM #3

RUDY MADRID
County Judge

Kleberg County
P.O. Box 752
Kingsville, Texas 78364-0752
Phone: (361) 595-8585
Fax: (361) 592-0838
E-mail: rmadrid@co.kleberg.tx.us

COUNTY of KLEBERG
KINGSVILLE, TEXAS

May 27, 2020

Dear Mayor Fugate and Members of the City Commission:

On behalf of Kleberg County, I am pleased to submit this request for your support of the J.K. Northway Coliseum and Fairgrounds Project.

The County seeks to submit an application for a $10 million project (requesting $5 million and matching $5 million) through the *Defense Community Infrastructure Pilot Program* available via the Office of Economic Adjustment through the Department of Defense.

This proposed Phase II would be a part of a larger and robust multi-phase project.

Included in existing Phase I are the following components listed as "A" and "B" below:

A) $5.375 million Kleberg County Regional Emergency Operations Center and Law, Fire, and Rescue Training Facility – This is a 15,000 square foot facility that will serve as a regional public safety training facility and emergency operations center for a 13 county region of the State of Texas. (FULLY FUNDED)

NASK and NASCC will have access to this facility for training and real world events.

NOTE: This site is currently being used as a regional drive-through COVID testing facility in support of our residents and neighbors.

B) $350,000 Kleberg Business Incubator – A 1,500 square foot dedicated space to support small businesses with computer workstations, conference rooms, distance learning labs, technical assistance training, business planning, budgeting, proposal preparation, contracting requirements, and more. (GRANT APPLICATION PENDING)

Phase II (J.K. Northway Coliseum and Fairgrounds Project) will a) support the mission of Naval Air Station Kingsville, b) facilitate economic development opportunities for service members and their dependents, and c) enrich quality of life by bringing to bear tactile educational opportunities related to the preservation and conservation of our amazing South Texas Plains and unique coastal resources.

Moreover, this project meets the priorities identified in:

Office of Economic Adjustment (OEA), Department of Defense (DoD)
Defense Community Infrastructure Pilot Program
Federal Funding Opportunity
Catalog of Federal Domestic Assistance Number: 12.600

Program Priorities
Tier I – Military Family Quality of Life
Tier II – Military Resiliency
Tier III – Military Value at a Local Installation

Through your support, and with this funding, we can renovate a facility that is integral and beloved in our community. This important asset will serve a new generation with opportunities to embrace the culture and heritage of South Texas with traditions of roping, riding, cattle raising, livestock showing, rodeo, and coastal resource preservation and conservation through the construction of a state-of-the-art 4H, FFA, and Junior Livestock Show facility.

For your review, and in consideration of my request for your support, I have enclosed the following documents:

1. J.K. Northway Coliseum and Fairgrounds Project Proposal
2. Preliminary Site Plan & Cost Estimates
3. J.K. Northway Coliseum and Fairgrounds Interlocal Agreement

Respectfully,

Honorable Judge Rudy Madrid

COUNTY OF KLEBERG

J.K. NORTHWAY COLISEUM AND FAIRGROUNDS PROPOSAL

MAY 2020

Kleberg County Proposal

The County would like for the City of Kingsville to consider the following:

1. Second phase of the J.K. Northway renovation to be called "J.K. Northway Coliseum and Fairgrounds Project."

   Phase II would include renovations to the coliseum, rodeo arena, and parking accommodations.

   The renovation concept and scope of work aligns itself with studies previously commissioned by the City regarding improvements to this facility.

   Additionally, Phase II would include an expansion to some portions of the building.

   See Attachment I: Preliminary Site Plan & Costs Estimates

   Total Estimated Cost: $10 Million

2. Revised and updated Interlocal Agreement for J.K. Northway Coliseum and Fairgrounds.

   See Attachment II: Parks & J.K. Northway Coliseum and Fairgrounds Interlocal Agreement

Intent

Texas works hard to be a State that attracts military service members. By living and embracing the Texan culture, encompassed by a love of the outdoors, nature, farming, and ranging, military service members will be able to strengthen their familial relationships while harnessing skills to ensure financial stability through the cultivation of lifestyle habits that guarantee productive citizenship and community involvement. Part of this program's goal is to attract people to embrace the Texas culture and way of life and invite people to feel as if they have been a Texan their whole life.

Kleberg County is host to Naval Air Station Kingsville, with a base population of 1,502, with 500 active duty members, 182 reservists, and over 2,900 dependents. Through the renovation and additional new development of the J.K. Northway Coliseum and Fairgrounds these military service members and their families' quality of life. Additionally, NASK has 218 navy civilians and 505 contractors, totaling a population of 4,431.

Just 50 miles northeast of NASK resides Naval Air Station Corpus Christi, easily accessible by highways US-77 and I-37. NASCC has a base population of 7,089, with 1,263 active duty members, 413 reservists, and nearly 14,000 dependents. This naval air station also hosts 3,650 navy civilians and 1,497 contractors, totaling a population of 20,898. NASCC service members and families alike will be able and strongly encouraged to utilize the J.K. Northway Coliseum and Fairgrounds facilities.

Kleberg County has a population of 32,061, permitting 2010 Census data. Of this population, 25% live in poverty. This military support installation project would bring opportunities for furthering economic development and agricultural education and enhancement to the County and surrounding 13 county region.

Through the renovation and expansion of the J.K. Northway Coliseum and Fairgrounds, which will consist of the renovated coliseum, rodeo arena and parking facilities, a multitude of programs and resources will be available to not only military families and their dependents, but also the residents of Kleberg County and the Coastal Bend Region; strengthening and enriching the community and surrounding area.

The J.K. Northway Coliseum and Fairgrounds will have 12-14 multipurpose classrooms to be utilized for educational purposes. These classrooms will provide a safe and enriching learning environment for youth throughout the 13 county region that emphasizes cultivating the importance of nature and agriculture while also encouraging the development of fundamental life skills.

Through the utilization of these classrooms, clubs such as the 4H Club and Future Farmers of America (FFA) will be able to easily cater towards the community's youth programs with ample space for every endeavor. Coastal Bend Bays and Estuaries Program and the local Nature Conservancy will also be able to utilize this facility to further their efforts related to land conservation, coastal birding programs through nature outreach programs, life skill cultivation, environmental care and guidance, and community economic development. Other community resources and non-profits will also have the opportunity to utilize the J.K. Northway Coliseum and Fairgrounds.

Local Funding & Grant Opportunity
Voters have already approved the use of Venue Tax through Hotel Occupancy Tax (HOT) funds that may be allocated for Phase II of the J.K. Northway renovation.

On Friday, May 08, 2020, the Department of Defense (DoD) released an announcement of a Federal Funding Opportunity to assist local governments in "addressing deficiencies in community infrastructure supportive of a military installation." The project must align with the following objectives:

- Tier I: Enhancement of military family quality of life
- Tier II: Improvement of military resiliency
- Tier III: Military value of a local installation

Funding & Match
The total DoD program funding is $50 million for this cycle.

Funding requests for a single project may range from $250,000 - $25 million.

Funding requests require a 50% match with some exceptions for smaller communities.

If the project cannot achieve lower than the 50% match, then the sponsor would be required to match $5 million for the proposed $10 million project.

Sample funding sources include:
$3.1 Million - Venue Tax (Revenue Projections Provided by City of Kingsville/Estrada Hinojosa)
$1.9 Million - Kleberg County
$5.0 Million - Total Match

Salient Timelines

- Program grants must be received by OEA by 5 p.m. June 26th, 2020
- All proposals will then be ranked for final approval by the Security of Defense for Director OEA to designate project managers
- On August 8th, 2020 invite the submission of grant applications

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF KINGSVILLE AND KLEBERG COUNTY
RELATING TO USE, MAINTENANCE AND OPERATIONS
OF COUNTY AND CITY PARKS

STATE OF TEXAS	§
	§
COUNTY OF KLEBERG	§

This Interlocal Cooperation Agreement made, entered into and executed by and between the County of Kleberg, a body and corporate and policy under the laws of the State of Texas (hereinafter referred to as ("County") and the City of Kingsville, Texas, a home rule municipal corporation under the laws of the State of Texas (hereinafter referred to as "City") and collectively known as Parties; pursuant to the Interlocal Cooperation Act, Texas Government Code Annotated Chapter 791.

WITNESSETH:

WHEREAS, the City of Kingsville owns several parks within the city limits and Kleberg County owns several parks within the city limits of Kingsville, Texas, which have been operated under an interlocal agreement for the past several decades with the County and/or City having responsibility for the maintenance and operations of the parks; and

WHEREAS, the City and County now desire to transfer the maintenance and operations of all of the parks within the city limits from the County to the City, save and except for the J.K. Northway Coliseum and Fairgrounds located on Dick Kleberg Park, as depicted in Exhibit D and hereby incorporated for all purposes ("J.K. Northway"); and

WHEREAS, the County and City have previously entered into interlocal agreements to share expenses for various departments for the residents of their respective entities; and

WHEREAS, these interlocal agreements were enacted to reduce duplicitous services and expenses from each entity providing the same service; and

WHEREAS, the County and the City desire to see the continued operations of the parks within the city limits and to maximize the use of public funds and grant funds; and

WHEREAS, the County and the City believe the continued operation of the parks will improve the health and quality of life of the residents of their jurisdictions; and

NOW, THEREFORE, in consideration of the premises and of the terms, provisions and mutual promises and covenants herein contained, the County and City mutually agree as follows:

1. Properties Covered.

A. **Generally.** This contract provides for the maintenance and operations of public parks within the city limits of the City of Kingsville, Kleberg County, Texas, save and except for the J.K. Northway. It is the intent of the parties that this Agreement shall apply to those properties which are specifically listed in Exhibits A, B, C and D and represent the current parks system.

B. **City Property.** The properties listed in Exhibit A and the improvements thereon are owned by the City of Kingsville. Such properties are to be located within the corporate limits of the City and are park properties to be used for public recreation. Exhibit A is incorporated in this Agreement by reference.

C. **County Property.** The properties listed in Exhibit B and the improvements thereon are owned by the County of Kleberg. Such properties are to be located within the corporate limits of the City and are park properties to be used for public recreation. Exhibit B is incorporated in this Agreement by reference.

D. **Public Rights-of-Way.** The properties listed in Exhibit C are located on public right-of-way within the corporate limits of the City. These properties and the improvements thereon have been developed to beautify the community. Exhibit C is incorporated in this Agreement by reference.

2. Responsibilities for Personnel, Equipment, Fees, and Insurance.

A. The County agrees that it will transfer the maintenance and operations of the parks within the city limits to the City starting October 1, 2020, which includes the use and maintenance of the real property, buildings, fixtures, inventory, and equipment save and except for the J.K. Northway. The County will retain its ownership interest in the real property, buildings, fixtures, inventory, and equipment of all parks.

B. The City agrees that it will accept responsibility for the maintenance and operation of the parks within the city limits save and except for the J.K. Northway, as depicted in Exhibit D, starting on October 1, 2020. This City will assume responsibility for any legally existing written agreement for services and any legally existing lease payments on equipment to be provided by the County for the operation and maintenance of the parks within the city limits, save and except for services or payments approved and accepted by the County for use at the J.K. Northway effective on or after [date]. The City further agrees that any public work improvements and or construction to be performed on County-owned parks, as listed in Exhibit B, shall be approved by a majority vote of the Kleberg County Commissioners Court prior to any work performance.

C. The County agrees to provide office space for the City of Kingsville Tourism Services Director at the J.K. Northway. The Tourism Services Director will be a City employee, under the direction of the City Manager and be responsible for planning, directing, and managing the City's tourism activities and operations, including communications, collaboration, marketing, sales and services, and scheduling events designed to attract

visitors to the City, which shall include the J.K. Northway. The County Judge reserves the rights to cancel any event or use of J.K. Northway.

D. The City shall have at its discretion the right to institute charges and fees for use of the park property and services covered by this Agreement, except that the County shall have the sole right to institute all charges and fees for use of the J.K. Northway. City agrees to treat City and County residents equally on charges and fees for park use. Any revenue derived from fees and charges shall be the property of the City, except for any and all charges, fees and revenues for or from use of the J.K. Northway shall belong to the County only.

E. The Parties agree to indemnify, defend, and hold each other harmless from any and all causes of action related to the use, operation or maintenance of park facilities covered under this Agreement for incidents occurring on or after October 1, 2014. The City further agrees to acquire and maintain insurance in the amount required by law and to name the County as an additional insured party to said policies. The County will be liable for any audits, claims, assessments, or liabilities of any nature arising from incidents occurring prior to October 1, 2014. The City will be liable for any audits, claims, assessments, or liabilities of any nature arising from incidents occurring on or after October 1, 2014.

3. **Term of the Agreement.**

A. This agreement shall be for a Primary Term of twenty (20) years beginning on October 1, 2020 and terminate on September 30, 2040.

B. This Agreement supercedes any prior agreement between the County and City relating to maintenance and operation of parks.

C. This Agreement may be terminated by the City or the County at any time with or without cause upon one hundred-eighty (180) days advance written notice.

D. Any notice of termination shall be sent to the other party to this Agreement at the address listed in paragraph 10 of this Agreement.

4. **Participant Funding.** In consideration of the services provided by the City pursuant to this agreement, the County agrees to pay the City Four Hundred Fifty Thousand and No/100 Dollars ($450,000) per year. The sum of Four Hundred Fifty Thousand and No/100 Dollars ($450,000) shall be paid in equal monthly installments within the first fifteen (15) days of each month.

5. **Complaints.** In the event either party believes that the remaining party has not complied fully with the terms of this Agreement, that party shall submit written notice stating fully the nature of the complaint. The remaining party shall have thirty (30) calendar days within which to cure the complaint. In the event the complaint is not cured within thirty (30) calendar days, the complaining party may request a joint meeting with the City Commission and County

Commissioners to discuss the complaint and resolve the matter. In the event a joint meeting does not produce a resolution of the complaint, each Party shall retain all legal rights, remedies, and recourses available to it prior to initiation of the complaint procedure.

6. **Authorization for Funding.** The City and the County each separately certify that payments made under this Agreement will be make with current revenues, and any future payments are subject to future appropriations. City and County appropriations are subject to verification and authorization by the City Finance Director and County Auditor, respectively, pursuant to the attached form.

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

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

9. **Severability.** If any portion of this agreement, or its application to any person or circumstance, is held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this agreement shall not be affected and shall continue to be enforceable under the terms of this agreement.

10. **Notices.** Notice under this Agreement shall be addressed to the parties as indicated below, unless changed by written notice to such effect, and shall be effected when delivered or when deposited in the U.S. mail, postage prepaid, certified, return receipt requested.

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

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

11. **Performances/Governing Laws.** This Agreement shall be performed in Kleberg County, Texas, and shall be governed by the laws of the State of Texas.

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

13. **Assignment.** This Agreement is binding upon and inures to the benefit of the parties this Agreement and their respective successors and permitted assigns. This Agreement may not be assigned by any party without the written consent of all of the parties.

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

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

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

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

18. **Warranty.** Nothing in this Agreement waives any governmental official, or other immunity or defense of any of the parties or their officers.

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

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

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

22. **Interlocal Cooperation Act Applies.** The Parties enter into this Interlocal Agreement under the Texas Government Code Chapter 791 (interlocal Cooperation Act). The Parties agree that activities under this Agreement are "governmental functions and services" and that the Parties are a "local government" as that term is defined in this Agreement and in the Interlocal Cooperation Act.

23. **Entire Agreement.** This Agreement represents the entire agreement between the Parties and may not be modified by any oral agreements or understandings. Any amendments must be make in writing and signed by all Parties, as provided in paragraph of this Agreement.

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

25. **Multiple Originals.** Two (2) copies of this Agreement are executed and each shall be deemed an original.

[Intentionally Left Blank. Next Pages for Signatures.]

EXECUTED by the **County of Kleberg** of the _____ day of _____, 2020.

_____
Rudy Madrid
County Judge

ATTEST TO:

_____
Stephanie Garza
County Clerk

APPROVED AS TO FORM:

_____
Kira Talip Sanchez
County Attorney

KLEBERG COUNTY AUDITOR CERTIFICATION

I do hereby certify that funds are available to the City to accomplish and pay the obligations of Kleberg County herein.

_____
Melissa S. Green, Kleberg County Auditor

EXECUTED by the **City of Kingsville** of the _____ day of _____, 2020.

_____
Sam R. Fugate
Mayor

ATTEST TO:

_____
Mary Valenzuela
City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez
City Attorney

CITY FINANCE DIRECTOR CERTIFICATION

I do hereby certify that funds are available for the City to accomplish and pay for the obligations to be performed for Kleberg County herein.

_____
City of Kingsville Finance Director

EXHIBIT A

PARKS OWNED BY THE CITY OF KINGSVILLE, TEXAS

1. KENEDY PARK, more specifically described as Lots 17-30, Block 3 and Lots 17-32, Block 4, Fifth Addition (14th and Kenedy).

2. FLATO PARK, more specifically described as All of Block 3, Ninth Addition (11th and Doddridge).

3. THOMSON PARK, more specifically described as Lots 1-32, Block 11, Tenth Addition (S. Armstrong and Caesar).

4. FLORES PARK, more specifically described as Lots 29-31, Block 5, Sims #2 and the area bordered by 12th Street, Santa Gertrudis Avenue, and Tranquitas Creek.

5. PLAZA PARK, more specifically described as Plaza Colonia Mexicana Addition (6th and Avenue B).

EXHIBIT B

PARKS OWNED BY THE COUNTY OF KLEBERG, TEXAS

1. BROOKSHIRE I PARK, more specifically described as 2.52 acres out of Farm Lot 12, Section 6, KT&I (17th Street and Avenue B).

2. BROOKSHIRE II PARK, more specifically described as 3.00+ acres out of Farm Lot 10, Section 10, KY&I (20th Street and Kenedy).

3. DICK KLEBERG PARK, more specifically described as Farm Lots 1, 2, 3, and 6, Section 32, KY&I and parts of Lots 4 and 5 North of Escondido Creek.

4. CORRAL AVENUE PARK, more specifically described as All of Block 1, College Heights Addition (West Corral Street and 1st Street).*

* The City shall retain maintenance and operation of the Fire Department Training Tower, if any located with Corral Avenue Park.

EXHIBIT C

PUBLIC RIGHT OF WAYS LOCATED WITHIN CITY OF KINGSVILLE, TEXAS

1. West Santa Gertrudis Avenue Esplanade beginning at the 1100 Block of West Santa Gertrudis Avenue (intersection of University Boulevard and Santa Gertrudis Avenue) proceeding west to the intersection with King Avenue (S.H. 141).

2. University Boulevard Esplanade beginning at King Avenue (S.H. 141) and proceeding north to Santa Gertrudis Boulevard.

3. Palm trees within right-of-way of Sixth Street and U.S. 77 Business.

4. Vegetation within right-of-way of Park Street (100 South and 100-300 North Blocks).

5. All parks areas shown and dedicated on the Lantana Park Subdivision as recorded in Volume 2, page 72 of the Map Records of Kleberg County except the area if any occupied by Fire Substation #2.

6. "Opal Cochran Park" located at the intersection of West Santa Gertrudis Avenue and Santa Rosa Avenue.

EXHIBIT D

DEPICTION AND LEGAL DESCRIPTION OF J.K. NORTHWAY COLISEUM AND FAIRGROUNDS

[Insert information When Provided by Engineer]

RESOLUTION NO. _____

STATE OF TEXAS	§	IN THE COMMISSIONERS COURT
COUNTY OF KLEBERG	§	

A RESOLUTION BY THE COMMISSIONERS COURT OF KLEBERG COUNTY, TEXAS
TO ENTER INTO AN INTERLOCAL AGREEMENT
BETWEEN KLEBERG COUNTY AND THE CITY OF KINGSVILLE
FOR USE, MAINTENANCE AND OPERATIONS OF PARKS

WHEREAS, Chapter 791 of the Texas Government Code, as amended, entitled *Interlocal Cooperation Contract* and also known as *Interlocal Cooperation Act*, authorizes agreements between political subdivisions for the performance of governmental functions and services;

WHEREAS, on April 25th, 1958, the Alice G.K. Kleberg Foundation granted and conveyed to Kleberg County an area of land commonly known as Dick Kleberg Park and a legal description of:

> *All of Farm Lots Nos. 1, 2, 3, and 6 in Block 32 and those portions of Farm Lots nos. 4 and 5 lying North of Escondido Creek in Clock 32 in the surveyed and platted limits of the suburbs of Escondido, Kleberg County, Texas, as subdivided by the Kleberg Town & Improvement Company. See* Exhibit 1

WHEREAS, on September 15, 2015, Kleberg County, Texas ("County") and the City of Kingsville, Texas ("City") (collectively "Parties") entered into an interlocal agreement regarding maintenance and operations of County and City parks and payment for said services, which included the Dick Kleberg Park ("2014 Agreement"). *See* Exhibit 2;

WHEREAS, on September 30, 2019, the County received notice of a grant award from the U.S. Department of Commerce, Economic Development Administration, Disaster Supplemental Funding Economic Adjustment Program, Award No. 08-79-05329 in the amount of Four Million Three Hundred Thousand Dollar ($4,300,000). Said award is to construct, maintain and operate a Regional Public Safety Training Facility and Emergency Operations and Command Center at the county-owned Dick Kleberg Park. *See* Exhibit 3. The center will consist of 15,000 square feet and be a regional focal point for emergency and disaster mitigation for Kleberg County and its 13 additional partner counties. The center will also offer classrooms equipped with the latest technology for professional instruction and training fields for firefighters and law enforcement, which will include a helicopter landing pad for emergencies and drills.

WHEREAS, in a continuing effort to consolidate activities within the appropriate jurisdictions in order to promote efficiency in local government and comply with grant awards and anticipated future grant awards, the Parties mutually agree to replace the 2014 Agreement with this new Interlocal Agreement ("Agreement"). *See* Exhibit 4;

NOW THEREFORE BE IT RESOLVED by the Commissioners Court of Kleberg County:

Section 1. The Kleberg County Commissioners Court herby:

a. **adopts and incorporates above-recitals** for all purposes; and
b. **authorizes an Interlocal Agreement** between the County and the City Kingsville for the use, maintenance and operations of County and City parks as written in the new Interlocal Agreement, as provided and incorporated for all purposes as Exhibit 4.

Section 2. All resolutions or parts of resolution in conflict with this Resolution are repealed to the extent of such conflict only.

Section 3. Said Resolution shall be effective on and after adoption and shall become effective October 1, 2020.

FINALLY ENACTED this ____ day of _____, 2020, at a meeting of the Kleberg County Commissioners Court at which a quorum was present and which was held in accordance with Texas Government Code, Title 5, Subtitle A, Chapter 551.

KLEBERG COUNTY, TEXAS

_____
Rudy Madrid, County Judge

ATTEST TO:

_____
Stephanie G. Garza, County Clerk

APPROVED AS TO FORM ONLY:

_____
Kira Talip Sanchez, County Attorney

EXHIBIT

1

exhibitsticker.com

40 YEAR TITLE SEARCH

THE STATE OF TEXAS

COUNTY OF KLEBERG

The KLEBERG COUNTY TITLE CO. does hereby certify that we have carefully checked the records in the office of the County Clerk of Kleberg County, Texas, from May 18, 1980, through May 18, 2020 @ 5:00 p.m. covering the property as described below, to-wit:

Legal: All of Farm Lots 1,2,3, and 6, in Block 32 and those portions of Farm Lots 4 and 5 lying North of Escondido Creek in Block Thirty-Two (32), of The Kleberg Town and Improvement Company's Subdivision, Kleberg County, Texas.

Vested In: B. A. Brown, County Judge by Deed dated April 25, 1958, executed by Trustees, Alice G. K. Kleberg Foundation to B. A. Brown, County Judge, recorded in Vol. 129, Page 255, Deed Records, Kleberg County, Texas.

Liens: None.

Lien, Judgments: None

We find an Easement and Right of Way executed by Kleberg County Judge (Pete De La Garza) to AEP Texas Central Company, dated Feb. 9, 2009, recorded in Vol. 417, Page 367, Official Records, Kleberg County, Texas.

WE DO NOT CERTIFY AS TO AD VALOREM TAXES.

Certified as of the _18__ day of May, 2020

This title report has been prepared with the same standard of care as would be used for the preparation and issuance of a Commitment for Title Insurance for the property. This title report is delivered with the understanding, evidenced by the acceptance hereof that it is neither a guaranty, warranty nor opinion of title and any liability arising hereunder shall be limited to the cost of this title report.

KLEBERG COUNTY TITLE CO.

BY: _____
Escrow Officer

lgdjr/vw 4/14/58

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THE STATE OF TEXAS)
)
COUNTY OF KLEBERG) KNOW ALL MEN BY THESE PRESENTS:

That Robert J. Kleberg, Jr. and Richard M. Kleberg, Jr., Trustees of the Alice G. K. Kleberg Foundation, have GRANTED, GIVEN and CONVEYED and by these presents do hereby GRANT, GIVE and CONVEY unto B. A. Brown, County Judge of Kleberg County, Texas, and his successors in office, the following described land, to-wit:

> All of Farm Lots Nos. 1, 2, 3 and 6 in Block 32 and those portions of Farm Lots Nos. 4 and 5 lying North of Escondido Creek in Block 32 in the surveyed and platted limits of the suburbs of Escondido, Kleberg County, Texas, as subdivided by the Kleberg Town & Improvement Company.

This conveyance being subject to the following:

(a) The royalty interest in the land described above reserved by Escondido Estates, Inc. in its deed to grantors herein dated the 24th day of January, 1957 and recorded in Volume 120, page 534 of the Deed Records of Kleberg County, Texas.

(b) Other reservations and restrictions of record affecting said property, including but not limited to the restrictions contained in the original deed from Kleberg Town & Improvement Company of record in Kleberg County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging, unto B. A. Brown, County Judge of Kleberg County, Texas, and his successors in office, forever.

EXECUTED this 25th day of April, 1958

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THE STATE OF TEXAS)
)
COUNTY OF KLEBERG)

Before me, the undersigned authority, on this day personally appeared Robert J. Kleberg, Jr. and Richard M. Kleberg, Jr., Trustees of the Alice G. K. Kleberg Foundation, known to me to be the persons whose names are subscribed to the foregoing instrument, and each severally acknowledged to me that he executed the same for the purposes and consideration therein expressed in the capacity therein stated.

Given under my hand and Seal of office this 21st day of April, 1958.

Notary Public within and for
Kleberg County, Texas

64342

D E E D

Trustees, Alice G. K. Kleberg Foundation

to

D. A. Brown, County Judge

FILED FOR RECORD
At 3:30 o'clock P M
APR 25 1958
Clerk County Court, Kleberg County, Texas
By Deputy

DENMAN, FRANKLIN & DENMAN
ATTORNEYS
SAN ANTONIO, TEXAS

(CORP) CP-460-OH/UG REV. 10/08
Town: KINGSVILLE
County: KLEBERG
Submitted by: KEITH EWING

VOL. 417 PAGE 367

Description: INSTALLING UNDER GROUND SERVICE
W.R. # 28224629
Date: 02/03/09

280307

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

EASEMENT AND RIGHT OF WAY

(COUNTY JUDGE OF KLEBERG COUNTY ,TEXAS) ("Grantor"), for and in consideration of Ten & 00/100 Dollars ($10.00), and other good and valuable consideration to Grantor in hand paid by AEP TEXAS CENTRAL COMPANY, a Texas corporation, whose address is P.O. Box 2121, Corpus Christi, Texas 78403 ("Grantee") the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto Grantee, its successors and assigns, a perpetual easement and right of way for electric distribution lines, consisting of poles made of wood, metal, or other materials, crossarms, static wires, guys, wire circuits, underground cables and conduits, communication circuits, metering equipment and all necessary or desirable appurtenances (including, but not limited to, transformers, meters, vaults, and service pedestals) over, under, across, and upon the following described land located in KLEBERG County, Texas, to wit:

7X04 9149

ALL OF FARM LOTS NOS. 1,2,3 AND 6 IN BLOCK 32 AND THOSE PORTIONS OF FARM LOTS NOS. 4 AND 5 LYING NORTH OF ESCONDIDO CREEK IN BLOCK 32 IN THE SURVEYED AND PLATTED LIMITS OF THE SUBURBS OF ESCONDIDO, KLEBERG COUNTY, TEXAS AS SUBDIVIDED BY THE KLEBERG TOWN & IMPROVEMENT COMPANY.

Together with the right of ingress and egress over, under, across and upon said land and Grantor's adjacent land for the purpose of constructing, operating reconstructing on poles or burying and replacing underground cables and conduits (including necessary ditching and backfilling), enlarging, inspecting, patrolling, repairing, maintaining, upgrading and removing said lines, circuits, underground cables and conduits, poles, wires and appurtenances; the right to relocate along the same general direction of said lines, cables, and conduits; and the right to remove from said land all structures, obstructions, and trees and parts thereof, using generally accepted vegetation management practices, which may, in the reasonable judgment of Grantee, endanger or interfere with the safe and efficient operation and/or maintenance of said lines, cables, conduits or appurtenances.

Grantor reserves the right to use the land subject to said easement and right of way in any way that will not interfere with Grantee's exercise of the rights hereby granted. However, Grantor shall not construct or permit to be constructed any house or other aboveground structure on or within the easement area without the express written consent of Grantee.

TO HAVE AND TO HOLD the above described easement and rights unto the Grantee, its successors and assigns forever. Grantor binds itself, assigns, and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 9th day of February, 2009.

OWNER

(KLEBERG COUNTY)

By: _____

(PETE DE LA GARZA, KLEBERG COUNTY JUDGE

Please Return to AEP Texas Central
Attn: Susan Cade
Right of Way Department
P.O. Box 2121
Corpus Christi TX 78403

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF KLEBERG §

This instrument was acknowledged before me on this 9th day, February, 2009, by (PETE DE LA GARZA), (KLEBERG COUNTY JUDGE) of (KLEBERG COUNTY), on behalf of said corporation.

Esmeralda Zuniga
Notary Public, State of TEXAS

Esmeralda Zuniga
(Printed Name)

Commission Expires: 02-20-2011

ESMERALDA ZUNIGA
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 02-20-2011

AFTER RECORDING, PLEASE RETURN TO:

AEP
% Right-Of-Way Agent
P.O. Box 2121
Corpus Christi, Texas 78403

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FILE# 280307

FILED FOR RECORD

09 AUG -4 PM 12:18

LEO ALARCON
COUNTY CLERK KLEBERG COUNTY
BY Clarissa M. Moreno
DEPUTY

CLARISSA M. MORENO

THE STATE OF TEXAS, COUNTY OF KLEBERG, I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED ON THE DATE AND TIME STAMPED HEREON BY ME AND WAS DULY RECORDED IN THE OFFICIAL RECORDS OF KLEBERG COUNTY, TEXAS

VOL 417 PAGE 367

AUG 05 2009

RECORDING DATE

COUNTY COURT KLEBERG COUNTY, TEXAS

Leo Alarcon

LEO ALARCON
COUNTY CLERK, KLEBERG COUNTY

ANY PROVISIONS HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE INVALID AND ENFORCEABLE UNDER FEDERAL LAW

RETURN TO:

AEP TEXAS
P O BOX 2121
CORPUS CHRISTI TX 78403-2121

RECORDERS MEMORANDUM:
ALL OR PART OF A SOCIAL SECURITY NUMBER, IF CONTAINED IN THIS DOCUMENT, MAY HAVE BEEN REDACTED. TEX. GOV'T CODE SEC. 552.147 (b) THE COUNTY CLERK MAY REDACT A LIVING PERSON'S SOCIAL SECURITY NUMBER FROM ANY OR ALL DOCUMENTS CONTAINED FOR DISCLORE BY KLEBERG COUNTY.

EXHIBIT

2

exhibitsticker.com

INTERLOCAL AGREEMENT BETWEEN THE CITY OF KINGSVILLE, TEXAS AND THE COUNTY OF KLEBERG, TEXAS FOR PARKS WITHIN THE CITY LIMITS

STATE OF TEXAS §
§
COUNTY OF KLEBERG §

This Interlocal Cooperation Agreement made, entered into and executed by and between the County of Kleberg, a body and corporate and politic under the laws of the State of Texas (hereinafter referred to as "County") and the City of Kingsville, Texas, a home rule municipal corporation under the laws of the State of Texas (hereinafter referred to as "City"); pursuant to the Interlocal Cooperation Act, Texas Government Code Annotated Chapter 791.

WITNESSETH:

WHEREAS, the City of Kingsville owns several parks within the city limits and Kleberg County owns several parks within the city limits, which have been operated under an interlocal agreement for the past several decades with the County having responsibility for the operation and maintenance of the parks;

WHEREAS, the City and County now desire to transfer operations and maintenance of all of the parks within the city limits from the County to the City;

WHEREAS, the County of Kleberg and the City of Kingsville have previously entered into interlocal agreements to share expenses for various departments for the residents of their respective entities; and

WHEREAS, these interlocal agreements were enacted to reduce duplicitous services and expenses from having each entity provide the same services; and

WHEREAS, the County and the City desire to see the continued operation of the parks within the city limits; and

WHEREAS, the County and the City believe the continued operation of the parks will improve the health and quality of life of the residents of their jurisdictions, and

NOW, THEREFORE, in consideration of the premises and of the terms, provisions and mutual promises and covenants herein contained, the City and County mutually agree as follows:

1. Properties Covered.

A. Generally

This contract provides for acquisition, development, maintenance, operation and improvement of public parks within the city limits of the City of Kingsville, Kleberg County, Texas. It is the intent of the parties that this agreement shall apply to those properties which are specifically listed in Article I, Sections 2-4 which represent the current parks system as well as those properties which may be acquired and those improvements which may be constructed subsequent to this agreement.

B. City Property

The properties listed in Exhibit I and the improvements thereon are owned by the City of Kingsville. Such properties are to be located within the corporate limits of the City and are park properties to be used for public recreation. Exhibit I is incorporated in this agreement by reference.

C. County Property

The properties listed in Exhibit II and the improvements thereon are owned by the County of Kleberg. Such properties are located within the corporate limits of the City and are park properties to be used for public recreation. Exhibit II is incorporated into this agreement by reference.

D. Public Rights-of-Way

The properties listed in Exhibit III are located on public right-of-way within the corporate limits of the City. These properties and the improvements thereon have been developed to beautify the community. Exhibit III is incorporated into this agreement by reference.

2. RESPONSIBILITIES-PERSONNEL, EQUIPMENT, INSURANCE, ETC.

A. The County agrees that it will transfer the operation and maintenance of the parks within the city limits to the City starting October 1, 2014, which includes the use and maintenance of the real property, buildings, fixtures, inventory, and equipment. The County will retain its ownership interest in the real property, buildings, fixtures, inventory, and equipment.

B. The City agrees that it will accept responsibility for the operation and maintenance of the parks within the city limits starting October 1, 2014. The City will assume responsibility for any legally existing written agreements for services and any legally existing lease payments on equipment to be provided by the County for the operation and maintenance of the parks within the city limits.

C. The City will provide employment opportunities for the County personnel employed to work at the parks within the city limits at the time of this agreement.

D. The City shall have at its discretion the right to institute charges and fees for the use of the property and services covered by this agreement. Such charges shall, however, treat residents of the City and County equally. Any revenue derived from fees and charges shall be the property of the City.

E. The City agrees to indemnify, defend and hold the County harmless from any and all causes of action related to the use, operation or maintenance of park facilities covered by this agreement for incidents occurring on and after October 1, 2014. The City further agrees to acquire and maintain insurance in the amounts required by law and to name the County as an additional insured party to said policies. The County will be liable for any audits, claims, assessments, or liabilities of any nature arising from incidents occurring prior to October 1, 2014.

3. **Term of the Agreement**

A. This agreement shall be for a Primary Term of twenty (20) years beginning on October 1, 2014 and expiring on September 30, 2034.

B. The City shall have the right to extend the term for up to two (2) additional ten (10) year periods (each an "Option Period") upon the same terms, conditions and provisions set out herein for the Primary Term. Each Option Period shall be deemed to be automatically exercised by City, unless City gives County written notice that City will not extend the Term, such notice to be given at least one hundred eighty (180) days prior to the expiration of the Primary Term with respect to the first Option Period, and at least one hundred eighty (180) days prior to the expiration of the Option Period then in effect with respect to the successive Option Periods thereafter.

C. This Agreement may be terminated by City at any time with or without cause upon one hundred-eighty (180) days advance written notice.

D. Any notice of termination shall be sent to the other party to this interlocal agreement at the address listed in paragraph 10 of this agreement.

4. **Participant Funding**

In consideration of the services provided by the City pursuant to this agreement, the County agrees to pay the City Five Hundred Fifty Thousand and No/100 Dollars ($550,000.00) per year. The sum of Five Hundred Fifty Thousand and No/100 Dollars ($550,000.00) shall be paid in equal monthly installments within the first fifteen (15) days of each month.

5. Complaints

In the event either party believes that the remaining party has not complied fully with the terms of this agreement, that party shall submit written notice stating fully the nature of the complaint. The remaining party shall have thirty (30) calendar days within which to correct the complaint. In the event the complaint is not corrected within thirty (30) days, the complaining party may request a joint meeting with the City and County Commissions to discuss the complaint and resolve the matter. In the event a joint meeting does not produce a resolution of the complaint, each party shall retain all legal rights, remedies and resources available to it prior to initiation of the complaint procedure.

6. Authorization for Funding

The City and the County each separately certify that payments made under this Agreement will be made from current revenues, and any future payments are subject to future appropriations. County appropriations are subject to verification and authorization by the County Auditor, pursuant to the attached form.

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

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

9. Severability. If any portion of this agreement, or its application to any person or circumstance, is held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this agreement shall not be affected and shall continue to be enforceable under the terms of this agreement.

10. Notices. Notices under this Agreement shall be addressed to the parties as indicated below, unless changed by written notice to such effect, and shall be effected when delivered or when deposited in the U.S. mail, postage prepaid, certified, return receipt requested.

City of Kingsville
Attn: City Manager
P.O. Box 1458
Kingsville, Texas 78364
Telephone: (361) 595-8002
Facsimile: (361) 595-8024

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

11. **Performance/Governing Laws**. This agreement shall be performed in Kleberg County, Texas, and shall be governed by the laws of the State of Texas.

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

13. **Assignment**. This Agreement is binding upon and inures to the benefit of the parties to this Agreement and their respective successors and permitted assigns. This Agreement may not be assigned by any party without the written consent of all of the parties.

14. **Not For The Benefit Of Third Parties**. This Agreement and all activities under this Agreement are solely for the benefit of the parties and not the benefit of any third party.

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

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

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

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

19. **Immunities Not Waived**. Nothing in this Agreement waives any governmental, official, or other immunity or defense of any of the parties or their officers,

employees, representatives, and agents as a result of the execution of this Agreement and the performance of the covenants contained in this Agreement.

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

21. **Captions.** Captions to provision of this Agreement are for convenience and shall not be considered in the interpretation of the provisions.

22. **Interlocal Cooperation Act Applies.** The parties enter into this Interlocal Agreement under the Texas Government Code Chapter 791 (Interlocal Cooperation Act). The parties agree that activities under this Agreement are "governmental functions and services" and that the parties are a "local government" as that term is defined in this Agreement and in the Interlocal Cooperation Act.

23. **Entire Agreement.** This Agreement represents the entire agreement between the parties and may not be modified by any oral agreements or understandings. Any amendments must be made in writing and signed by all parties, as provided in paragraph 5 of this agreement.

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

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

EXECUTED on behalf of the County of Kleberg pursuant to an Order of the Kleberg County Commissioners Court authorizing such execution this 15th day of September, 2014.

Juan M. Escobar
County Judge

ATTEST:

Stephanie G. Garza
County Clerk

Parks - 2014

APPROVED AS TO FORM:

Kira Talip
County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available to the City to accomplish and pay the obligations of Kleberg County herein.

Melissa Munoz, County Auditor

EXECUTED by the City of Kingsville on the 8 day of September, 2014.

Sam R. Fugate
Mayor

ATTEST:

Mary Valenzuela
City Secretary

APPROVED AS TO FORM:

Courtney Alvarez
City Attorney

EXHIBIT I

1. Lots 17-30, Block 3 and Lots 17-32, Block 4, Fifth Addition (14th and Kenedy) a/k/a Kenedy Park.

2. All of Block 3, Ninth Addition (11th and Doddridge) a/k/a Flato Park.

3. Lots 1-32, Block 11, Tenth Addition (S. Armstrong and Caesar) a/k/a Thomson Park.

4. Lots 29-31, Block 5, Sims #2 and the area bordered by 12th Street, Santa Gertrudis Avenue, and Tranquitas Creek a/k/a Flores Park.

5. Plaza Colonia Mexicana Addition (6th and Avenue B) a/k/a/ Plaza Park.

EXHIBIT II

1. 2.52 acres out of Farm Lot 12, Section 6, KT&I (17th and Avenue B) a/k/a Brookshire I Park.

2. 3.00+ acres out of Farm Lot 10, Section 10, KT&I (20th and Kenedy) a/k/a Brookshire II Park.

3. Farm Lots 1, 2, 3, and 6, Section 32, KT&I and parts of Lots 4 and 5 North of Escondido Creek a/k/a Dick Kleberg Park.

4. All of Block 1, College Heights Addition (West Corral Street and 1st Street) a/k/a Corral Avenue Park*

*The City shall retain maintenance and operation of the Fire Department Training Tower if any located with Corral Avenue Park.

EXHIBIT III

1. West Santa Gertrudis Avenue Esplanade beginning at the 1100 Block of West Santa Gertrudis Avenue (intersection of Univ. Blvd. & Sta. Gert. Ave.) proceeding west to the intersection with King Avenue (S.H. 141).

2. University Boulevard Esplanade beginning at King Avenue (S.H. 141) and proceeding north to Santa Gertrudis Boulevard.

3. Palm trees within right-of-way of Sixth Street and U.S. 77 Business.

4. Vegetation within the right-of-way Park Street (100 South and 100-300 North Blocks).

5. All park areas shown and dedicated on the Lantana Park Subdivision as recorded in Volume 2, page 72 of the Map Records of Kleberg County except the area if any occupied by Fire Substation #2.

6. "Opal Cochran Park" located at the intersection of West Santa Gertrudis Avenue and Santa Rosa Avenue.

U.S. DEPARTMENT OF COMMERCE
Economic Development Administration
Austin Regional Office
903 San Jacinto, Suite 206
Austin, TX 78701

SEP 3 0 2019

In Reply to
Investment No.: 08-79-05329

The Honorable Rudy Madrid
County Judge
Kleberg County
P.O. Box 752
Kingsville, TX 78364

EXHIBIT
3
exhibittricker.com

Dear Judge Madrid:

I am pleased to inform you that the Department of Commerce's Economic Development Administration (EDA) has approved your application for a $4,300,000 EDA investment to fund a regional public safety training center and command center.

Enclosed are two signed copies of the Financial Assistance Award. Your agreement to the terms and conditions of the award should be indicated by the signature of your principal official on each of the signed copies of the Financial Assistance Award. One executed copy must be returned to Ms. Lydia M. Ortiz, Economic Development Specialist, Economic Development Administration, 903 San Jacinto, Suite 206, Austin, TX 78701. If not signed and returned within 30 days from the date the Grants Officer signed the agreement, EDA may declare the Award null and void.

Please do not make any commitments in reliance on this award until you have carefully reviewed and accepted the terms and conditions. Any commitments entered into prior to obtaining the approval of EDA in accordance with its regulations and requirements will be at your own risk.

EDA's mission is to lead the Federal economic development agenda by promoting innovation and competitiveness, preparing American regions for growth and success in the worldwide economy. EDA implements this mission by making strategic investments in the nation's most economically distressed regions that encourage private sector collaboration and the creation of jobs. EDA investments are results driven, embracing the principles of technological innovation, entrepreneurship and regional development.

I share your expectations regarding the impact of this investment and look forward to working with you to meet the economic development needs of your community.

Sincerely,

Jorge D. Ayala
Regional Director

Enclosures

cc: Coastal Bend Council of Governments

FORM CD-450
(REV. 04/17)

U.S. DEPARTMENT OF COMMERCE

FINANCIAL ASSISTANCE AWARD

☑ GRANT ☐ COOPERATIVE AGREEMENT

FEDERAL AWARD ID NUMBER
08-79-05329; 113330

RECIPIENT NAME
Kleberg County

PERIOD OF PERFORMANCE
60 Months from Date of Approval

STREET ADDRESS
P.O. Box 752

FEDERAL SHARE OF COST
$ 4,300,000.00

CITY, STATE, ZIP CODE
Kingsville, TX 78364

RECIPIENT SHARE OF COST
$ 1,075,000.00

AUTHORITY
PWEDA of 1965, as amended (42 U.S.C. § 3121 et. seq.) Title II, Sections 209 and 703

TOTAL ESTIMATED COST
$ 5,375,000.00

CFDA NO. AND NAME
11.307, Economic Adjustment Assistance - Disaster Supplemental Assistance

PROJECT TITLE
Regional Public Safety Training and Command Center

This Award Document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.

☑ DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (09 OCT 2018)

☐ R & D AWARD

☐ FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE

☑ SPECIAL AWARD CONDITIONS

☐ LINE ITEM BUDGET

☑ 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101

☐ 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES

☐ MULTI-YEAR AWARD. PLEASE SEE THE MULTI-YEAR SPECIAL AWARD CONDITION.

☑ OTHER(S): EDA Standard Terms and Conditions for Construction Programs (February 2016)

EDA Regulations set forth at 13 CFR Chapter III (January 2015)

Summary of EDA Construction Standards (July 2018);

Office of Inspector General Fraud Awareness Training Packet

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER	DATE
Jorge D. Ayala, Regional Director	SEP 3 0 2019
PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	DATE
Rudy Madrid, County Judge	11 Oct 19

FORM CD-450 (REV. 04/17)	U.S. DEPARTMENT OF COMMERCE	☑ GRANT ☐ COOPERATIVE AGREEMENT
FINANCIAL ASSISTANCE AWARD		FEDERAL AWARD ID NUMBER 08-79-05329; 113330
RECIPIENT NAME Kleberg County		PERIOD OF PERFORMANCE 60 Months from Date of Approval
STREET ADDRESS P.O. Box 752		FEDERAL SHARE OF COST $ 4,300,000.00
CITY, STATE, ZIP CODE Kingsville, TX 78364		RECIPIENT SHARE OF COST $ 1,075,000.00
AUTHORITY PWEDA of 1965, as amended (42 U.S.C. § 3121 et. seq.) Title II, Sections 209 and 703		TOTAL ESTIMATED COST $ 5,375,000.00

CFDA NO. AND NAME
11.307, Economic Adjustment Assistance - Disaster Supplemental Assistance

PROJECT TITLE
Regional Public Safety Training and Command Center

This Award Document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.

☑ DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (09 OCT 2018)
☐ R & D AWARD
☐ FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE
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☑ 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101
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SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER	DATE
Jorge D. Ayala, Regional Director	SEP 3 0 2019
PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	DATE
Rudy Madrid, County Judge	11 Oct 2019

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF KINGSVILLE AND KLEBERG COUNTY
RELATING TO MAINTENANCE AND OPERATIONS
OF COUNTY AND CITY PARKS

STATE OF TEXAS	§
	§
COUNTY OF KLEBERG	§

This Interlocal Cooperation Agreement made, entered into and executed by and between the County of Kleberg, a body and corporate and policy under the laws of the State of Texas (hereinafter referred to as ("County") and the City of Kingsville, Texas, a home rule municipal corporation under the laws of the State of Texas (hereinafter referred to as "City") and collectively known as Parties; pursuant to the Interlocal Cooperation Act, Texas Government Code Annotated Chapter 791.

WITNESSETH:

WHEREAS, the City of Kingsville owns several parks within the city limits and Kleberg County owns several parks within the city limits of Kingsville, Texas, which have been operated under an interlocal agreement for the past several decades with the County and/or City having responsibility for the maintenance and operations of the parks; and

WHEREAS, the City and County now desire to transfer ~~operations,~~ maintenance and operations of all of the parks within the city limits from the County to the City, save and except for the J.K. Northway Coliseum and Fairgrounds located on Dick Kleberg Park, as depicted in Exhibit D and hereby incorporated for all purposes ("J.K. Northway"); and

WHEREAS, the County ~~of Kleberg~~ and ~~the~~ City ~~of Kingsville~~ have previously entered into interlocal agreements to share expenses for various departments for the residents of their respective entities; and

WHEREAS, these interlocal agreements were enacted to reduce duplicitous services and expenses from each entity providing the same service; and

WHEREAS, the County and the City desire to see the continued operations of the parks within the city limits and to maximize the use of public funds and grant funds; and

WHEREAS, the County and the City believe the continued operation of the parks will improve the health and quality of life of the residents of their jurisdictions; and

NOW, THEREFORE, in consideration of the premises and of the terms, provisions and mutual promises and covenants herein contained, the County and City mutually agree as follows:

1. Properties Covered.

A. **Generally.** This contract provides for the ~~acquisition, development,~~ maintenance and operations ~~and improvement~~ of public parks within the city limits of the City of Kingsville, Kleberg County, Texas, save and except for the J.K. Northway. It is the intent of the parties that this Agreement shall apply to those properties which are specifically listed in ~~Article I, Section 2-4~~ Exhibits A, B, C and D. and represent the current parks system ~~as well as those properties which may be acquired and those improvement which may be constructed subsequent to this Agreement~~.

B. **City Property.** The properties listed in Exhibit ~~I~~A and the improvements thereon are owned by the City of Kingsville. Such properties are to be located within the corporate limits of the City and are park properties to be used for public recreation. Exhibit ~~I~~A is incorporated in this Agreement by reference.

C. **County Property.** The properties listed in Exhibit ~~II~~B and the improvements thereon are owned by the County of Kleberg. Such properties are to be located within the corporate limits of the City and are park properties to be used for public recreation. Exhibit ~~II~~B is incorporated in this Agreement by reference.

D. **Public Rights-of-Way.** The properties listed in Exhibit ~~III~~C are located on public right-of-way within the corporate limits of the City. These properties and the improvements thereon have been developed to beautify the community. Exhibit ~~III~~C is incorporated in this Agreement by reference.

2. Responsibilities for Personnel, Equipment, Fees, and Insurance~~, Etc~~.

A. The County agrees that it will transfer the maintenance and operations of the parks within the city limits to the City starting October 1, 20~~14~~20, which includes the use and maintenance of the real property, buildings, fixtures, inventory, and equipment save and except for the J.K. Northway. The County will retain its ownership interest in the real property, buildings, fixtures, inventory, and equipment of all parks.

B. The City agrees that it will accept responsibility for the ~~operation and~~ maintenance and operation of the parks within the city limits starting October 1, 20~~14~~20 save and except for the J.K. Northway, as depicted in Exhibit D, starting on October 1, 2020. This City will assume responsibility for any legally existing written agreement for services and any legally existing lease payments on equipment to be provided by the County for the operation and maintenance of the parks within the city limits, save and except for services or payments approved and accepted by the County for use at the J.K. Northway effective on or after October 1, 2020. The City further agrees that any public work improvements and or construction to be performed on County-owned parks, as listed in Exhibit B, shall be approved by a majority vote of the Kleberg County Commissioners Court prior to any work performance.

C. ~~The City will provide employment opportunities for the County personnel employed to work at the parks within the city limits at the time of this Agreement.~~ The County agrees

to provide office space for the City of Kingsville Tourism Services Director at the J.K. Northway. The Tourism Services Director will be a City employee, under the direction of the City Manager and be responsible for planning, directing, and managing the City's tourism activities and operations, including communications, collaboration, marketing, sales and services, and scheduling events designed to attract visitors to the City, which shall include the J.K. Northway. The County Judge reserves the rights to cancel any event or use of J.K. Northway.

D. The City shall have at its discretion the right to institute charges and fees for use of the park property and services covered by this Agreement, except that the County shall have the sole right to institute all charges and fees for use of the J.K. Northway. ~~Such charges shall, however, treat residents of the City and County equally.~~ City agrees to treat City and County residents equally on charges and fees for park use. Any revenue derived from fees and charges shall be the property of the City, except for any and all charges, fees and revenues for or from use of the J.K. Northway shall belong to the County only.

E. The ~~City~~Parties agree~~s~~ to indemnify, defend, and hold ~~the County~~each other harmless from any and all causes of action related to the use, operation or maintenance of park facilities covered under this Agreement for incidents occurring on or after October 1, 2014. The City further agrees to acquire and maintain insurance in the amount required by law and to name the County as an additional insured party to said policies. The County will be liable for any audits, claims, assessments, or liabilities of any nature arising from incidents occurring prior to October 1, 2014. The City will be liable for any audits, claims, assessments, or liabilities of any nature arising from incidents occurring on or after October 1, 2014.

3. Term of the Agreement.

A. This agreement shall be for a Primary Term of twenty (20) years beginning on October 1, 2020 and expiring on September 30, 2040.

~~B. The City shall have the right to extend the term for upt to two (2) additional ten (10) year periods (each an "Option Period") upon the same terms, conditions and provisions set out herein for the Primary Term. Each Option Period shall be deemed to be automatically exercised by City, unless City gives County written notice that City will not extend the Term, such notice to begiving at lease one hundred eighty (180) days prior to the expiration of the Primary Term with respect to the first Option Period, and at least one hundred eighty (180) days prior to the expiration of the Option Period then in effect with respect to the successive Option Periods thereafter.~~ This Agreement supercedes any prior agreement between the County and City relating to maintenance and operation of parks.

C. This Agreement may be terminated by the City or the County at any time with or without cause upon one hundred-eighty (180) days advance written notice.

D. Any notice of termination shall be sent to the other party to this Agreement at the address listed in paragraph 10 of this Agreement.

4. **Participant Funding.** In consideration of the services provided by the City pursuant to this agreement, the County agrees to pay the City ~~Five~~ Four Hundred Fifty Thousand and No/100 Dollars ($~~5~~450,000) per year. The sum of ~~Five~~ Four Hundred Fifty Thousand and No/100 Dollars ($~~5~~450,000) shall be paid in equal monthly installments within the first fifteen (15) days of each month.

5. **Complaints.** In the event either party believes that the remaining party has not complied fully with the terms of this Agreement, that party shall submit written notice stating fully the nature of the complaint. The remaining party shall have thirty (30) calendar days within which to cure the complaint. In the event the complaint is not cured within thirty (30) calendar days, the complaining party may request a joint meeting with the City Commission and County Commissioners to discuss the complaint and resolve the matter. In the event a joint meeting does not produce a resolution of the complaint, each Party shall retain all legal rights, remedies, and recourses available to it prior to initiation of the complaint procedure.

6. **Authorization for Funding.** The City and the County each separately certify that payments made under this Agreement will be make with current revenues, and any future payments are subject to future appropriations. City and County appropriations are subject to verification and authorization by the City Finance Director and County Auditor, respectively, pursuant to the attached form.

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

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

9. **Severability.** If any portion of this agreement, or its application to any person or circumstance, is held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this agreement shall not be affected and shall continue to be enforceable under the terms of this agreement.

10. **Notices.** Notice under this Agreement shall be addressed to the parties as indicated below, unless changed by written notice to such effect, and shall be effected when delivered or when deposited in the U.S. mail, postage prepaid, certified, return receipt requested.

City of Kingsville
Attention: City Manager

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

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

11. **Performances/Governing Laws.** This Agreement shall be performed in Kleberg County, Texas, and shall be governed by the laws of the State of Texas.

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

13. **Assignment.** This Agreement is binding upon and inures to the benefit of the parties this Agreement and their respective successors and permitted assigns. This Agreement may not be assigned by any party without the written consent of all of the parties.

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

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

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

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

18. **Warranty.** Nothing in this Agreement waives any governmental official, or other immunity or defense of any of the parties or their officers.

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

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

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

22. **Interlocal Cooperation Act Applies.** The Parties enter into this Interlocal Agreement under the Texas Government Code Chapter 791 (interlocal Cooperation Act). The Parties agree that activities under this Agreement are "governmental functions and services" and that the Parties are a "local government" as that term is defined in this Agreement and in the Interlocal Cooperation Act.

23. **Entire Agreement.** This Agreement represents the entire agreement between the Parties and may not be modified by any oral agreements or understandings. Any amendments must be make in writing and signed by all Parties, as provided in paragraph of this Agreement.

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

25. **Multiple Originals.** Two (2) copies of this Agreement are executed and each shall be deemed an original.

[Intentionally Left Blank. Next Pages for Signatures.]

EXECUTED by the **County of Kleberg** of the _____ day of _____, 2020.

_____
Rudy Madrid
County Judge

ATTEST TO:

_____
Stephanie Garza
County Clerk

APPROVED AS TO FORM:

_____
Kira Talip Sanchez
County Attorney

KLEBERG COUNTY AUDITOR CERTIFICATION

I do hereby certify that funds are available to the City to accomplish and pay the obligations of Kleberg County herein.

_____
Melissa S. Green, Kleberg County Auditor

EXECUTED by the **City of Kingsville** of the _____ day of _____, 2020.

_____

Sam R. Fugate
Mayor

ATTEST TO:

_____

Mary Valenzuela
City Secretary

APPROVED AS TO FORM:

_____

Courtney Alvarez
City Attorney

CITY FINANCE DIRECTOR CERTIFICATION

I do hereby certify that funds are available for the City to accomplish and pay for the obligations to be performed for Kleberg County herein.

_____

City of Kingsville Finance Director

EXHIBIT ~~I~~A

PARKS OWNED BY THE CITY OF KINGSVILLE, TEXAS

1. KENEDY PARK, more specifically described as Lots 17-30, Block 3 and Lots 17-32, Block 4, Fifth Addition (14th and Kenedy) ~~a/k/a Kenedy Park~~.

2. FLATO PARK, more specifically described as All of Block 3, Ninth Addition (11th and Doddridge) ~~a/k/a Flato Park~~.

3. THOMSON PARK, more specifically described as Lots 1-32, Block 11, Tenth Addition (S. Armstrong and Caesar) ~~a/k/a Thomson Park~~.

4. FLORES PARK, more specifically described as Lots 29-31, Block 5, Sims #2 and the area bordered by 12th Street, Santa Gertrudis Avenue, and Tranquitas Creek ~~a/k/a Flores Park~~.

5. PLAZA PARK, more specifically described as Plaza Colonia Mexicana Addition (6th and Avenue B) ~~a/k/a Plaza Park~~.

EXHIBIT # B

PARKS OWNED BY THE COUNTY OF KLEBERG, TEXAS

1. BROOKSHIRE I PARK, more specifically described as 2.52 acres out of Farm Lot 12, Section 6, KT&I (17th Street and Avenue B) ~~a/k/a Brookshire I Park~~.

2. BROOKSHIRE II PARK, more specifically described as 3.00+ acres out of Farm Lot 10, Section 10, KY&I (20th Street and Kenedy) ~~a/k/a Brookshire II Park~~.

3. DICK KLEBERG PARK, more specifically described as Farm Lots 1, 2, 3, and 6, Section 32, KY&I and parts of Lots 4 and 5 North of Escondido Creek ~~a/k/a Dick Kleberg Park~~.

4. CORRAL AVENUE PARK, more specifically described as All of Block 1, College Heights Addition (West Corral Street and 1st Street) ~~a/k/a Corral Avenue Park~~.*

* The City shall retain maintenance and operation of the Fire Department Training Tower, if any located with Corral Avenue Park.

EXHIBIT ~~III~~C

PUBLIC RIGHT OF WAYS LOCATED WITHIN CITY OF KINGSVILLE, TEXAS

1. West Santa Gertrudis Avenue Esplanade beginning at the 1100 Block of West Santa Gertrudis Avenue (intersection of University Boulevard and Santa Gertrudis Avenue) proceeding west to the intersection with King Avenue (S.H. 141).

2. University Boulevard Esplanade beginning at King Avenue (S.H. 141) and proceeding north to Santa Gertrudis Boulevard.

3. Palm trees within right-of-way of Sixth Street and U.S. 77 Business.

4. Vegetation within right-of-way of Park Street (100 South and 100-300 North Blocks).

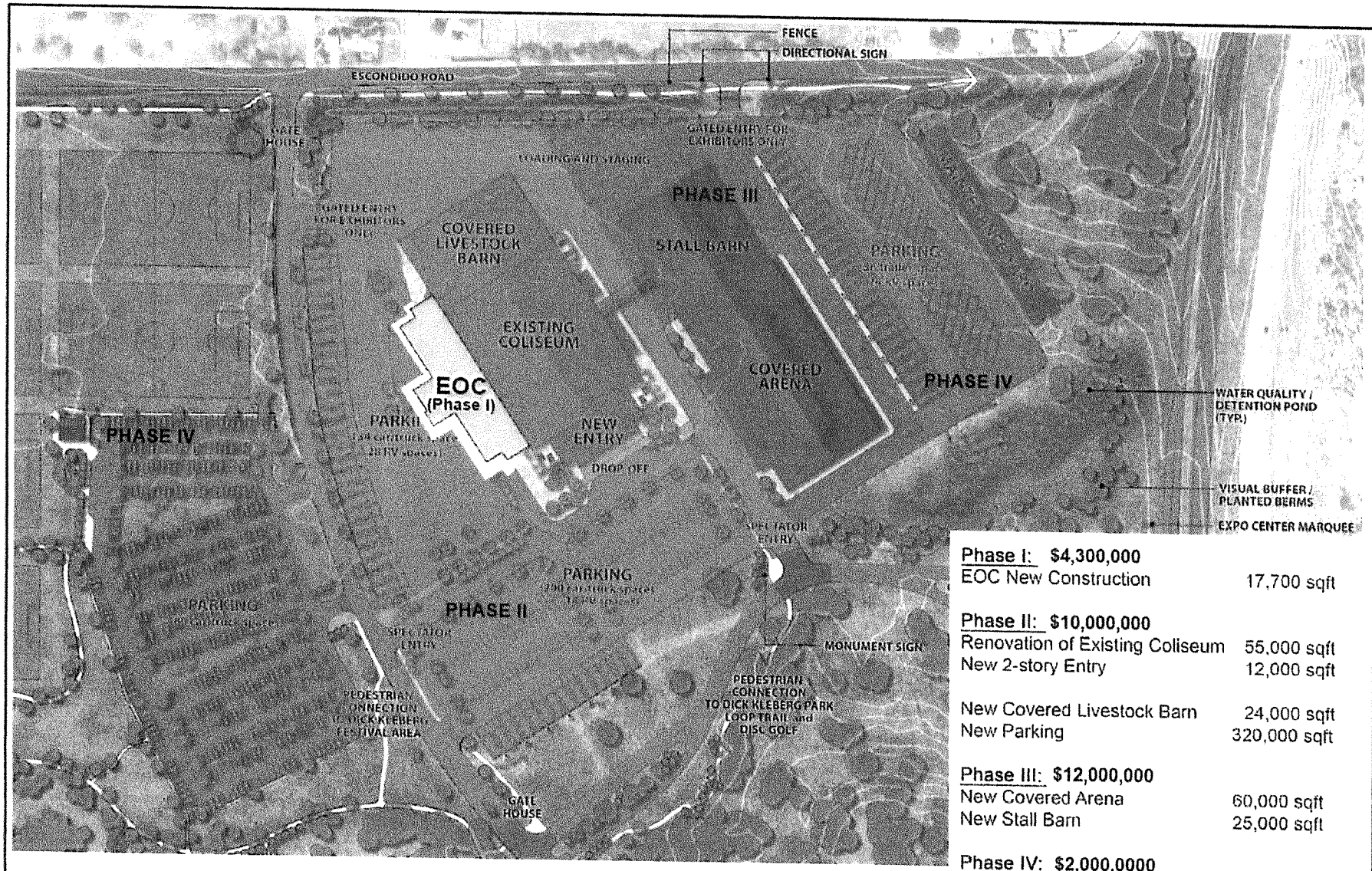
5. All parks areas shown and dedicated on the Lantana Park Subdivision as recorded in Volume 2, page 72 of the Map Records of Kleberg County except the area if any occupied by Fire Substation #2.

6. "Opal Cochran Park" located at the intersection of West Santa Gertrudis Avenue and Santa Rosa Avenue.

EXHIBIT D

DEPICTION AND LEGAL DESCRIPTION OF J.K. NORTHWAY COLISEUM AND FAIR GROUNDS

[Insert information When Provided by City]



1 SITE PLAN

Phase I: $4,300,000	
EOC New Construction	17,700 sqft
Phase II: $10,000,000	
Renovation of Existing Coliseum	55,000 sqft
New 2-story Entry	12,000 sqft
New Covered Livestock Barn	24,000 sqft
New Parking	320,000 sqft
Phase III: $12,000,000	
New Covered Arena	60,000 sqft
New Stall Barn	25,000 sqft
Phase IV: $2,000,0000	
New Maintenance Yard	14,000 sqft
New Parking (trailer & RV)	120,000 sqft
New Parking (car & truck)	155,000 sqft

FULCRUM
CONSULTING SERVICES

COMMUNITY INFRASTRUCTURE
MILITARY INSTALLATION
SUPPORT PROJECT

KINGSVILLE, TEXAS

SITE PLAN

A000

AGENDA ITEM #4

AGENDA ITEM #5

KINGSVILLE CHAMBER OF COMMERCE

ECONOMIC DEVELOPMENT FUNDING PROPOSAL

KINGSVILLE
CHAMBER OF COMMERCE

1

Potential for Growth

Kingsville is fortunate to have assets and partners in place to that can increase our viability as a candidate for projects including:

Texas A&M University Kingsville
Coastal Bend College
Christus Spohn Kleberg
King Ranch
I-69 Expansion
Close proximity to Port of Corpus Christi
Kleberg County Airport
Access to Corpus Christi International Airport

Kingsville has a strong base from which to generate economic growth, but the mere presence of these assets is insufficient to secure and sustain economic health.

2

Growth Does Not Happen by Accident

Economic growth is critically important for the growth of the City of Kingsville but it cannot happen without a strategic and funded plan.

The Kingsville Chamber of Commerce is positioned to partner with the City of Kingsville to execute new programs designed to create new job growth for local residents.

Kingsville has the potential to compete for and win projects, however we must be actively engaged in the recruitment process in order to be considered.

3

Maintaining the Status Quo

Since 2005, Kingsville has experienced negative job growth.

The high point since that time was 13,235 in April 2008.

Since then, Kingsville has lost 2,643 jobs.

In February 2020, Kingsville's job number sits at 10,592

4

Poverty in Kingsville

The poverty rate in Kingsville currently sits at 29.7%
The state average is 14.9%

The median household income in Kingsville is $38,343
The state average is $59,570

The best way to lift families out of poverty, especially generational poverty, is with jobs

5

Benefits of Economic Development Funding

Community Benefits:

- Create new jobs
- Increased property tax base/revenue
- Increased sales tax base/revenue
- Improved quality of life for residents



6

Commercial and Industrial Development:

Purchase potential sites for development

Potentially create industrial park

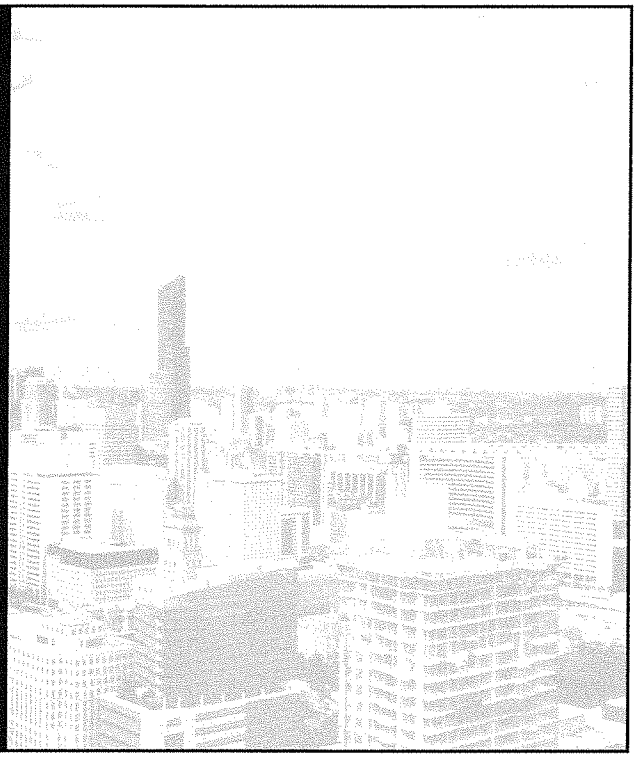
Assess and install necessary infrastructure

Create lead generation for recruitment targets

Attend targeted trade shows

Meet with site selectors to recruit new businesses

Create incentive programs



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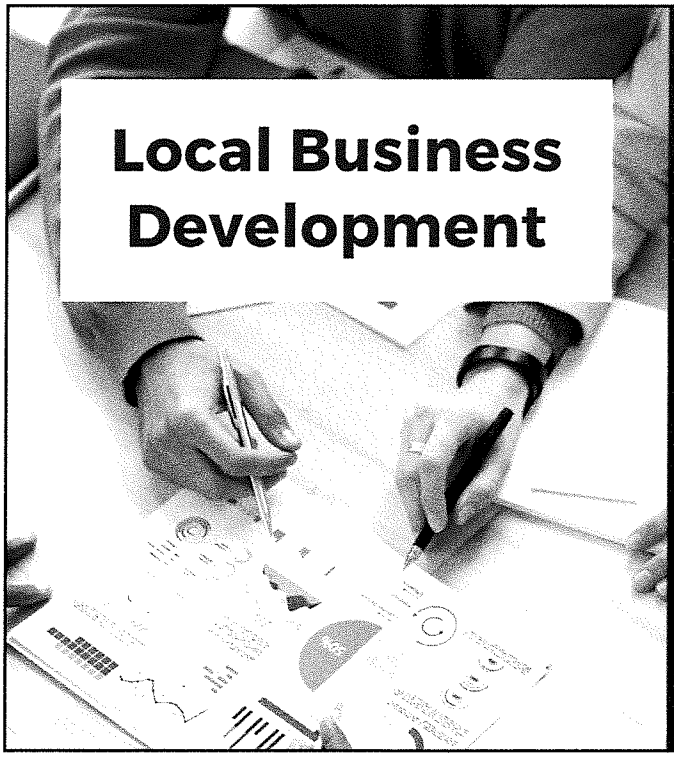


Local Business Development

Develop a robust business retention and expansion program to assist local businesses with growth, identify and mitigate issues to growth

Utilize partnership with TAMUK College of Business, SBA and SBDC to assist with development of tailored business plans

Develop and hold small business development workshops and training

Create a small business incubator

Create networking opportunities for local businesses to increase their customer base

Collaborate with businesses to enhance marketing opportunities

Develop small business incentive programs

8

RECRUITMENT TARGETS

targets based on EDC strategic plan

- **Distribution Centers**
  Last mile distrubution centers
- **Supply Chain**
  logistics support for natural gas, pipeline, LNG and Shale projects
- **Inbound call centers**
  Targeted call centers to support veterinary services, pharmaceuticals and agriculture
- **Aeorspace**
  Aircraft maintenance and unarmed aerial systems manufacturing
- **Manufacturing**
  Precision manufacturing targeting oil and gas, aeronautical, medical, and agriculture products
- **R&D**
  Pharmacy, biomedical and agriculture facilities

9

Proposal: Contractual Agreement

The City of Kingsville and the Kingsville Chamber of Commerce will enter into a contractual agreement through which the Chamber would provide economic development services on behalf of the City.

Contract Details: City Council and Chamber Board will negotiate terms of the contract including:

Accountability Measures
Economic Development Programs
Deliverables
Other terms and conditions as agreed to

The funding stream will use sales tax from general revenue that is set at .125% of the previous years sales tax collection to the City of Kingsville.

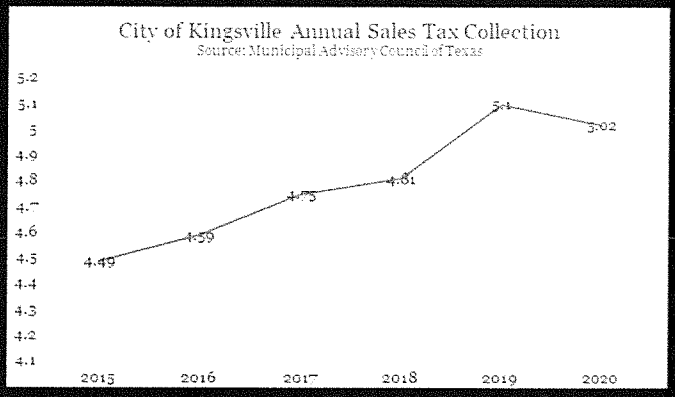
10

City of Kingsville Sales Tax

2019 Gross Sales for City of Kingsville:
$338,688,783
Source: City of Kingsville Finance Department

Rates:
.125= $423,360*
.13= $440,295
.14= $474,164
.15= $508,033

*.125% is the state minimum for a 4A or 4B Economic Development Corporation



Utilizing growth trends from 2015 to 2019 (2.7%) and the 2019-year end collections ($5.1 million), the City of Kingsville should expect to see growth of $137,780.73 per year.

At that rate, the City should recoup the funds allocated to economic development efforts in 3.2 years.

11

Other Funding Sources

ECONOMIC DEVELOPMENT FUND

The City of Kingsville could utilize the funds received from Celanese ($100,000 annually) to reduce the impact to other areas funded by general revenue.

FUNDING FROM KLEBERG COUNTY

Chamber staff has reached out to the county judge to discuss the possibility of an increase in that allocation. The judge expressed his continued support for economic development efforts and will work to find funds during their budget process.

FUNDS FROM PRIVATE SOURCES

The Kingsville Chamber of Commerce will continue to fund membership based programs from revenue raised from membership dues. Estimates place this number to be roughly $100,000 annually. To date, the Chamber has raised only $55,000 of that goal. Decreased dues are anticipated due to hardships created by COVID-19 and businesses prioritizing covering base operating costs.

12

Rate of Return

The study conducted by the Perryman Group found that over 25 years, the annual real net rate of return for cities across the state equals 19.7%.

That same study found that on average, every $1 in sales tax for economic development collected over the past 25 years returns a cumulative $10.84 in annual economic activity from assisted projects.

-Catalyst for Growth: The Importance of 25 Years of Projects Facilitated by the Texas Sales Tax for Economic Development. The Perryman Group

13

AGENDA ITEM #6

City of Kingsville
Fire Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Ronald Lee, Interim Fire Chief

DATE: 5/21/2020

SUBJECT: Request for Budget Amendment for Funds Received from Department of Health and Human Services C.A.R.E.S. Provider Relief Fund

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The Department of Health & Human Services recently began distributing funding that was appropriated for the Coronavirus Aid, Relief, and Economic Security (C.A.R.E.S.) Act Provider Relief Fund. This was an "across the board" type of action in which every agency in the nation was assessed. The distribution was based on models of our Medicare/Medicaid patient payments from the same time last year. The Kingsville Fire Department Ambulance Service qualified for $12,992.95 and that funding has already been distributed to us. Once more, this was not requested, but rather automatically distributed based on data they received about our services.

These funds can only be used for the purposes of preventing, preparing for, and responding to coronavirus, the reimbursement of health care related expenses or lost revenues that are attributable to coronavirus. The funds are currently in the Fire Department's account # 001-4-220-59945 for Other Income. We are requesting a budget amendment to move those funds to the Fire Department's Medical Supplies Account to cover supplies used for the aforementioned purposes.

Acceptance of Terms and Conditions

If you receive a payment from funds appropriated in the Public Health and Social Services Emergency Fund for provider relief ("Relief Fund") under Public Law 116-136 and retain that payment for at least 30 days without contacting HHS regarding remittance of those funds, you are deemed to have accepted the following Terms and Conditions. Please also indicate your acceptance below. This is not an exhaustive list and you must comply with any other relevant statutes and regulations, as applicable.

Your commitment to full compliance with all Terms and Conditions is material to the Secretary's decision to disburse these funds to you. Non-compliance with any Term or Condition is grounds for the Secretary to recoup some or all of the payment made from the Relief Fund.

These Terms and Conditions apply directly to the recipient of payment from the Relief Fund. In general, the requirements that apply to the recipient also apply to subrecipients and contractors, unless an exception is specified.

Relief Fund Payment from Initial $30 Billion General Distribution Terms and Conditions

- The "Payment" means the funds received from the Public Health and Social Services Emergency Fund ("Relief Fund"). The Recipient means the healthcare provider, whether an individual or an entity, receiving the Payment.
- The Recipient certifies that it billed Medicare in 2019; provides or provided after January 31, 2020 diagnoses, testing, or care for individuals with possible or actual cases of COVID-19; is not currently terminated from participation in Medicare or precluded from receiving payment through Medicare Advantage or Part D; is not currently excluded from participation in Medicare, Medicaid, and other Federal health care programs; and does not currently have Medicare billing privileges revoked.
- The Recipient certifies that the Payment will only be used to prevent, prepare for, and respond to coronavirus, and that the Payment shall reimburse the Recipient only for health care related expenses or lost revenues that are attributable to coronavirus.
- The Recipient certifies that it will not use the Payment to reimburse expenses or losses that have been reimbursed from other sources or that other sources are obligated to reimburse.
- The Recipient shall submit reports as the Secretary determines are needed to ensure compliance with conditions that are imposed on this Payment, and such reports shall be in such form, with such content, as specified by the Secretary in future program instructions directed to all Recipients.

- The Recipient certifies that all information it provides as part of its application for the Payment, as well as all information and reports relating to the Payment that it provides in the future at the request of the Secretary or Inspector General, are true, accurate and complete, to the best of its knowledge. The Recipient acknowledges that any deliberate omission, misrepresentation, or falsification of any information contained in this Payment application or future reports may be punishable by criminal, civil, or administrative penalties, including but not limited to revocation of Medicare billing privileges, exclusion from federal health care programs, and/or the imposition of fines, civil damages, and/or imprisonment.
- Not later than 10 days after the end of each calendar quarter, any Recipient that is an entity receiving more than $150,000 total in funds under the Coronavirus Aid, Relief, and Economics Security Act (P.L. 116-136), the Coronavirus Preparedness and Response Supplemental Appropriations Act (P.L. 116-123), the Families First Coronavirus Response Act (P.L. 116-127), or any other Act primarily making appropriations for the coronavirus response and related activities, shall submit to the Secretary and the Pandemic Response Accountability Committee a report. This report shall contain: the total amount of funds received from HHS under one of the foregoing enumerated Acts; the amount of funds received that were expended or obligated for reach project or activity; a detailed list of all projects or activities for which large covered funds were expended or obligated, including: the name and description of the project or activity, and the estimated number of jobs created or retained by the project or activity, where applicable; and detailed information on any level of sub-contracts or subgrants awarded by the covered recipient or its subcontractors or subgrantees, to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 allowing aggregate reporting on awards below $50,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.
- The Recipient shall maintain appropriate records and cost documentation including, as applicable, documentation described in 45 CFR § 75.302 – Financial management and 45 CFR § 75.361 through 75.365 – Record Retention and Access, and other information required by future program instructions to substantiate the reimbursement of costs under this award. The Recipient shall promptly submit copies of such records and cost documentation upon the request of the Secretary, and Recipient agrees to fully cooperate in all audits the Secretary, Inspector General, or Pandemic Response Accountability Committee conducts to ensure compliance with these Terms and Conditions.
- The Secretary has concluded that the COVID-19 public health emergency has caused many healthcare providers to have capacity constraints. As a result, patients that would ordinarily be able to choose to receive all care from in-network healthcare providers may no longer be able to receive such care in-network. Accordingly, for all care for a presumptive or actual case of COVID-19, Recipient certifies that it will not seek to collect from the patient out-of-pocket expenses in an amount greater than what the patient would have otherwise been required to pay if the care had been provided by an in-network Recipient.

The following statutory provisions also apply:

General Provisions in FY 2020 Consolidated Appropriation

SEC. 202. Executive Pay. None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II.

SEC. 210. Funding Prohibition for Gun Control Advocacy. None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control.

SEC. 503. Lobbying

(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

SEC. 506. Prohibits Use of Federal Funds for Abortions.

(a) None of the funds appropriated in this Act, and none of the funds in any trust fund to which funds are appropriated in this Act, shall be expended for any abortion.

(b) None of the funds appropriated in this Act, and none of the funds in any trust fund to which funds are appropriated in this Act, shall be expended for health benefits coverage that includes coverage of abortion.

(c) The term ''health benefits coverage'' means the package of services covered by a managed care provider or organization pursuant to a contract or other arrangement.

SEC. 507 Limitations on Abortion Funding Prohibition

(a) The limitations established in the preceding section shall not apply to an abortion—

(1) if the pregnancy is the result of an act of rape or incest; or

(2) in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.

(b) Nothing in the preceding section shall be construed as prohibiting the expenditure by a State, locality, entity, or private person of State, local, or private funds (other than a State's or locality's contribution of Medicaid matching funds).

(c) Nothing in the preceding section shall be construed as restricting the ability of any managed care provider from offering abortion coverage or the ability of a State or locality to contract separately with such a provider for such coverage with State funds (other than a State's or locality's contribution of Medicaid matching funds).

(d)(1) None of the funds made available in this Act may be made available to a Federal agency or program, or to a State or local government, if such agency, program, or government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

(2) In this subsection, the term ''health care entity'' includes an individual physician or other health care professional, a hospital, a provider-sponsored organization, a health maintenance organization, a health insurance plan, or any other kind of health care facility, organization, or plan.

Prohibits Use of Funds for Embryo Research

SEC. 508. Prohibits Use of Funds for Embryo Research

(a) None of the funds made available in this Act may be used for—

(1) the creation of a human embryo or embryos for research purposes; or

(2) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.204(b) and section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)).

(b) For purposes of this section, the term ''human embryo or embryos'' includes any organism, not protected as a human subject under 45 CFR 46 as of the date of the enactment of this Act, that is derived by fertilization, parthenogenesis, cloning, or any other means from one or more human gametes or human diploid cells.

SEC. 509. Prohibits Promotion of Legalization of Controlled Substances

(a) None of the funds made available in this Act may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established by section 202 of the Controlled Substances Act except for normal and recognized executive-congressional communications.

(b) The limitation in subsection (a) shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

SEC. 515. (b) Prohibits Asking Candidates for Federal Scientific Advisory Committees Their Political Affiliations; Prohibits Distribution of Intentionally False Information

(b) None of the funds made available in this Act may be used to disseminate information that is deliberately false or misleading.

SEC. 520. Pornography.

(a) None of the funds made available in this Act may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

(b) Nothing in subsection (a) shall limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

SEC. 521. Prohibits Funding ACORN or Its Affiliates or Subsidiaries. None of the funds made available under this or any other Act, or any prior Appropriations Act, may be provided to

the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors.

SEC. 527. Prohibits Federal Funding for Needle Exchange Except in Limited Circumstances. Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug: *Provided*, That such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with State and local law.

Government-wide General Provisions

SEC. 718. Propaganda. No part of any appropriation contained in this or any other Act shall be used directly or indirectly, including by private contractor, for publicity or propaganda purposes within the United States not heretofore authorized by the Congress.

SEC. 732. Privacy Act. None of the funds made available in this Act may be used in contravention of section 552a of title 5, United States Code (popularly known as the Privacy Act), and regulations implementing that section.

SEC. 742. Confidentiality Agreements.

(a) None of the funds appropriated or otherwise made available by this or any other Act may be available for a contract, grant, or cooperative agreement with an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The limitation in subsection (a) shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

SEC. 743. Nondisclosure Agreements

(a) No funds appropriated in this or any other Act may be used to implement or enforce the agreements in Standard Forms 312 and 4414 of the Government or any other nondisclosure policy, form, or agreement if such policy, form, or agreement does not contain the following provisions: "These provisions are consistent with and do not supersede, conflict with, or

otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this SEC. 743. (a) No funds appropriated in this or any other Act may be used to implement or enforce the agreements in Standard Forms 312 and 4414 of the Government or any other nondisclosure policy, form, or agreement if such policy, form, or agreement does not contain the following provisions: "These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.": *Provided*, That notwithstanding the preceding provision of this section, a nondisclosure policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

(b) A nondisclosure agreement may continue to be implemented and enforced notwithstanding subsection (a) if it complies with the requirements for such agreement that were in effect when the agreement was entered into.

(c) No funds appropriated in this or any other Act may be used to implement or enforce any agreement entered into during fiscal year 2014 which does not contain substantially similar language to that required in subsection (a).

SEC. 744. Unpaid Federal Tax Liability. None of the funds made available by this or any other Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has

any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

SEC. 745. Criminal Felony Limitation. None of the funds made available by this or any other Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

Other Appropriations Provisions

42 U.S.C. 289d note No funds appropriated under this Act or subsequent Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Acts shall be used by the National Institutes of Health, or any other Federal agency, or recipient of Federal funds on any project that entails the capture or procurement of chimpanzees obtained from the wild. For purposes of this section, the term 'recipient of Federal funds' includes private citizens, corporations, or other research institutions located outside of the United States that are recipients of Federal funds.

Other Statutory Provisions

Trafficking in Persons

This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not
   i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
   ii. Procure a commercial sex act during the period of time that the award is in effect; or
   iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either-
A. Associated with performance under this award; or
B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376.

b. Provision applicable to a recipient other than a private entity.
We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-
1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either
i. Associated with performance under this award; or
ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376

c. Provisions applicable to any recipient.
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended
(22 U.S.C. 7104(g)), and
ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make
to a private entity.

d. Definitions. For purposes of this award term:
1. "Employee" means either:
i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the

use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
ii. Includes:
A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
B A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

Whistleblower Protections
You are hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled "Pilot
Program for Enhancement of Contractor Employee Whistleblower protections," of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2,
2013) applies to this award.

Human Subjects Protections
If any activities under this project will involve human subjects in any research activities, you must provide satisfactory assurance of compliance with the participant protection requirement of the HHS/OASH Office of Human Research Protection (OHRP) prior to implementation of those research components. This assurance should be submitted to the OHRP in accordance with the appropriate regulations.

Fraud, Abuse and Waste:
The HHS Inspector General accepts tips and complaints from all sources about potential fraud, waste, abuse, and mismanagement in Department of Health and Human Services' programs. Your information will be reviewed promptly by a professional staff member. Due to the high volume of information that they receive, they are unable to reply to submissions. You may reach the OIG through various channels.
Internet: https://forms.oig.hhs.gov/hotlineoperations/index.aspx
Phone: 1-800-HHS-TIPS (1-800-447-8477)
Mail: US Department of Health and Human Services
Office of Inspector General
ATTN: OIG HOTLINE OPERATIONS
PO Box 23489
Washington, DC 20026
For additional information visit https://oig.hhs.gov/fraud/report-fraud/index.asp

ORDINANCE NO. 2020-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2019-2020 BUDGET TO ACCEPT AND EXPEND FUNDING PROVIDED BY THE DEPARTMENT OF HEALTH AND HUMAN SERVICES C.A.R.E.S. PROVIDER RELIEF FUND FOR THE PURCHASE OF MEDICAL SUPPLIES.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2019-2020 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 – General Fund					
Revenues - 4					
'2200	Fire	Other Income	59945	($12,992.95)	
Expenditures - 5					
2200	Fire	Medical Supplies	22400	$12,992.95	

[To amend the City of Kingsville FY 19-20 Budget to accept and expend funds from the Department of Health and Human Services C.A.R.E.S. Provider Relief Fund for the purchase of medical supplies.]

II.

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

III.

THAT if for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of this City Commission

that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

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

INTRODUCED on this the 8th day of June 2020.

PASSED AND APPROVED on this the 22nd day of June, 2020.

EFFECTIVE DATE:_____

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

AGENDA ITEM #7

CITY OF KINGSVILLE

MEMORANDUM

TO: Mark McLaughlin, City Manager

FROM: Deborah Balli, Finance Director

DATE: May 22, 2020

SUBJECT: Budget Amendment – TXCDBG Grant #7219192

Summary:
The City is in receipt of TXCDBG Grant #7219192 for the Main Street and part of the grant has in-kind services for Engineering services.

Background:
With the exception of the engineering in-kind services, Finance has already setup the budget for the grant funding which includes

- $350,000 grant funds
- $34,000 cash matching funds
- $36,000 in-kind engineering services.
- $420,000 Total grant award

Financial Impact:
There is no financial impact with this request for Fund 101 as the budget amendment includes revenues for the in-kind engineering services which offsets the expenditure resulting in a $0 net affect. The salary budgets in General Fund and Utility Fund will be adjusted to cover the Transfer Out increase.

Recommendation:
Staff recommends approving the budget amendment.

ORDINANCE NO. 2020-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2019-2020 BUDGET TO SETUP THE BUDGET FOR THE IN-KIND ENGINEERING SERVICES FOR THE TXCDBG GRANT #7219192.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2019-2020 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 – General Fund					
Expenditures - 5					
6900	Transfer	Transfer to Fund 101	80101	$18,000	
Fund 051 – Utility Fund					
Expenditures - 5					
6900	Transfer	Transfer to Fund 101	80101	$18,000	
Fund 101 – TXCDBG Grant #7219192 Fund					
Revenues - 4					
0000	Transfer	Transfer From Fund 001	75001	($18,000)	
0000	Transfer	Transfer From Fund 051	75051	($18,000)	
1604	Comm App	Professional Services	31400	$18,000	

[To amend the City of Kingsville FY 19-20 Budget to setup the budget for the in-kind engineering services for the TXCDBG Grant #7219192 received.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 8th day of June 2020.

PASSED AND APPROVED on this the 22nd day of June, 2020.

EFFECTIVE DATE:_____

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

AGENDA ITEM #8

CITY OF KINGSVILLE

MEMORANDUM

TO: Mark McLaughlin, City Manager

FROM: Deborah Balli, Finance Director

DATE: May 26, 2020

SUBJECT: Budget Amendment – JK Northway Grant

Summary:
Pursuant to Resolution #2019-64, the City paid Reyna Network for half of the grant services fee for the County's EDA grant for a Regional Public Safety Training Facility and Emergency Operations and Command Center at the JK Northway Building inside Dick Kleberg Park, which are both under City management. The City's half of pre-grant expenditures to Reyna Network was in the amount of $43,000.

Background:
The City committed $600,000 as part of the cash match on the grant for the JK Northway via Resolution #2019-37, that amount was reduced to $537,500 via Resolution #2019-64, which allowed for funding for half of the pre-grant expenses (grant services and archeological). The expenditures incurred are part of the commitment.

Financial Impact:
The only financial impact is the increase to the budget amount, but the commitment of funds has already been approved. Funding for this expenditure will come from the commitment. We did not budget this specific expenditure for FY19-20 as we did not know that it would occur as the City has not been given details on when our commitment will be needed. As expenditures occur, additional budget amendments will be requested. Next fiscal year, we will budget the full net commitment so that budget will be established for any expenditure incurred.

Recommendation:
Staff recommends approving the budget amendment.

ORDINANCE NO. 2020-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2019-2020 BUDGET TO SETUP THE BUDGET FOR THE EXPENDITURE ON THE JK NORTHWAY COLISEUM FOR CITY'S HALF OF COUNTY'S EDA GRANT TO REYNA NETWORK FOR PRE-GRANT SERVICES.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2019-2020 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
FUND 203 – JK NORTHWAY GRANT					
Expenditures - 5					
1076	JK Northway	Professional Services	31400	$43,000	

[To amend the City of Kingsville FY 19-20 Budget to setup the budget for the expenditure for the JK Northway Coliseum for the Count's EDA Grant, which the City committed to fund half of the cash match and half of the pre-grant expenditures which include professional grant services to the Reyna Network, pursuant to Resolution #2019-64.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 8th day of June 2020.

PASSED AND APPROVED on this the 22nd day of June, 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: June 8, 2020

SUBJECT: Request for Application to the Office of the Governor – Homeland Security Grants Division 2018 State Homeland Security Program (SHSP)

Summary:
On January 7, 2019, the police department requested, and the City Commission approved, a resolution for application and acceptance of Homeland Security Grant Project. The grant was recently awarded and now the funds need to be budgeted for expenditure.

Background:

Continued smuggling along the border and up thru U.S. Hwy 77, a HIDTA corridor, have had connections to known terrorist groups and other special interest groups. Law Enforcement has on occasion attempted to stop vehicles with these individuals only to have the offenders evade on foot or in vehicles. This is further exacerbated when these offenders go into residences, schools, or places of businesses and barricade themselves and sometimes takes hostages to avoid police. It is critical that responding specialized units that deal with these scenarios have appropriate equipment to conduct surveillance by infiltrating into areas where suspects may be hiding. In order to gain entrance into these areas, tools such as the Strongarm tools will assist officers in gaining entry into those areas and dropping in robots to conduct surveillance.

Financial Impact:

Description	***Cost per Unit***	***Quantity***	***Total***
Throwbot 2 Base Kit Channel A.2 with OCU II	$15,495.00	1	$15,495.00
Throwbot 2 Base Kit Channel B.2 with OCUII	$15,495.00	1	$15,495.00
Search Stick Pole	$600.00	2	$1,200.00
Tether Reel	$60.00	2	$120.00
Accessory Pack – Deluxe Conversion Kit for Throwbot 2	$2,000.00	2	$4,000.00
Command Monitoring Station 2.0-Non-Audio and Audio	$5,495.00	1	$5,495.00

City of Kingsville
Police Department

Shipping and Handling			$590.00
		TOTAL	**$42,395.00**
Description	***Cost per Unit***	***Quantity***	***Total***
Strongarm LE 100 w/Batts& Charger	$6,300.00	2	$12,600.00
Shipping			$100.00
		Total	**$12,700.00**

GRAND TOTAL $55,095.00

This grant does not have a cash match.

Recommendation:

We request approval to budget the awarded funds to purchase the equipment pursuant to the grant. Thank you for your assistance regarding this matter.

ORDINANCE NO. 2020-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2019-2020 BUDGET TO ACCEPT AND EXPEND GRANT FUNDS RECEIVED FROM THE STATE HOMELAND SECURITY PROGRAM.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2019-2020 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
FUND 059 – HOMELAND SECURITY					
Revenues – 4					
0000	Non-Dept	Federal Grants	72005	($54,995)	
Expenditures - 5					
2100	Police	Machinery & Equipment	71200	$54,995	

[To amend the City of Kingsville FY 19-20 Budget to accept and expend grants funds received from the State Homeland Security Program.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 8th day of June 2020.

PASSED AND APPROVED on this the 22nd day of June, 2020.

EFFECTIVE DATE:_____

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

AGENDA ITEM #10

Donation

City of Kingsville
Downtown

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Cynthia Martin, Downtown Manager

DATE: May 29, 2020

SUBJECT: Donation from Kleberg Bank to City of Kingsville

Summary: Kleberg Bank is donating $115.95 to the City of Kingsville to purchase a Kingsville Community Sign to welcome visitors to the Kingsville Main Street District.

Background: The Texas Historical Commission has provided a community sign at no cost to each of the Texas Main Street cities. These signs follow the same design but are customized with the community name. Additional signs are available at a cost. The Main Street Advisory Board expressed interest in a second sign which, once received, will be installed along with the other at locations decided upon by the Board. Kleberg Bank stepped up with a donation to cover the cost of the second sign.

Financial Impact: None.

Recommendation: It is recommended that the City of Kingsville accept this donation of $115.95 and use it as requested.

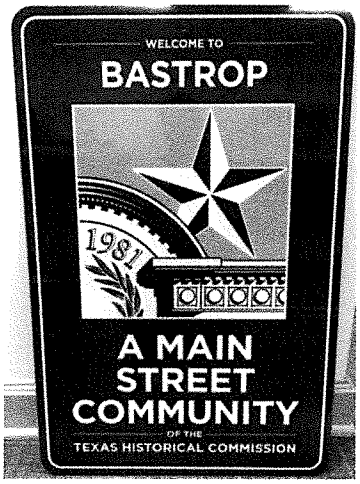
TEXAS HISTORICAL COMMISSION

real places telling real stories

January 9, 2020

Colleagues and Main Street Managers,

We are excited to announce that in the next few weeks, each Main Street community will be receiving a branded sign from the Texas Historical Commission and Texas Main Street Program signifying your participation. The cost of producing the signs is being provided by the Friends of the Texas Historical Commission and THC Chairman, John L. Nau III. We are so grateful to the Friends and Chairman Nau for this opportunity to further connect all of us together across the state. A sample of the sign you'll be receiving is below. Each sign measures 24 x 36 inches and is made of engineer-grade reflective aluminum with two pre-drilled mounting holes.



Please install the sign in a prominent, public location such as a main gateway to your community where you might already have an All America City, Preserve America, Tree City USA or National Register Historic District sign. And of course you should work with your regional TxDOT office if the location you choose is within their right-of-way.

You are encouraged to use the installation of this sign as a public relations opportunity for your program. Consider an unveiling ceremony as part of a City Council meeting or hold a small event when the sign is installed. Let us know when your event is scheduled so that we can attend, if we have staff available in the area. We ask that you send us a few photographs of the installed sign, ceremony or not, and provide us with a map or description of the location where it has been installed.

The sign is intended for display in your community while participating in the state program and must be removed in the unlikely event that your community ceases to participate in the program.

The manufacturer will deliver the sign directly to you using the local Main Street office address that we have on file. If you prefer to have the sign delivered to a different address, please notify us by Friday, January 17th.

We will also provide you with the information necessary to order additional signs directly from the supplier, or we can provide the template and you can order duplicate signs from the vendor of your choice. For planning purposes, additional signs will likely cost approximately $120 each, delivered.

We are delighted to provide these signs to help the public identify the major commitment your communities have made to downtown revitalization and historic preservation.

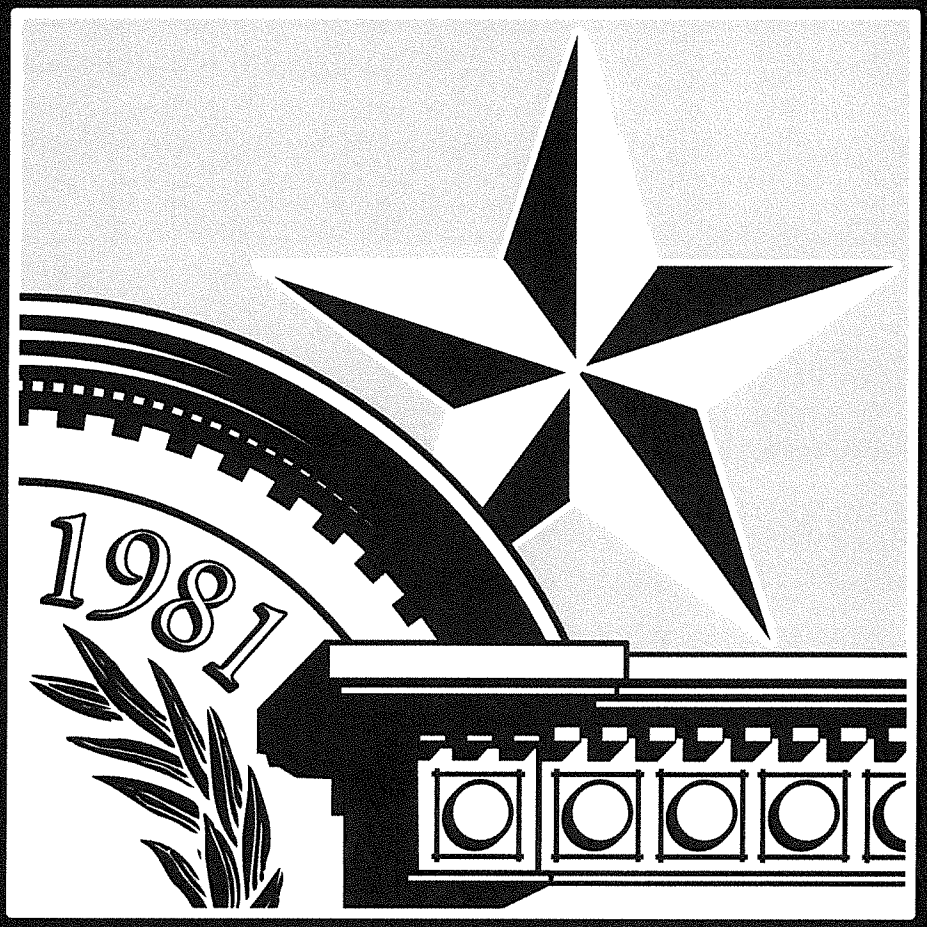
Sincerely,

Bradford Patterson
Director, Community Heritage Development

Mark Wolfe
Executive Director

WELCOME TO

KINGSVILLE



A MAIN STREET COMMUNITY

OF THE

TEXAS HISTORICAL COMMISSION

AGENDA ITEM #11

Budget Amend

City of Kingsville
Downtown

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Cynthia Martin, Downtown Manager

DATE: May 29, 2020

SUBJECT: Donation from Kleberg Bank to City of Kingsville

Summary: Kleberg Bank is donating $115.95 to the City of Kingsville to purchase a Kingsville Community Sign to welcome visitors to the Kingsville Main Street District.

Background: The Texas Historical Commission has provided a community sign at no cost to each of the Texas Main Street cities. These signs follow the same design but are customized with the community name. Additional signs are available at a cost. The Main Street Advisory Board expressed interest in a second sign which, once received, will be installed along with the other at locations decided upon by the Board. Kleberg Bank stepped up with a donation to cover the cost of the second sign.

Financial Impact: None.

Recommendation: It is recommended that the City of Kingsville accept this donation of $115.95 and use it as requested.

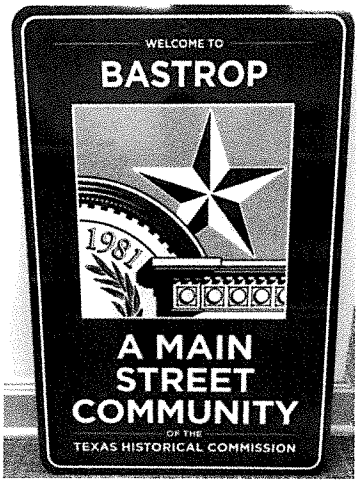
TEXAS HISTORICAL COMMISSION

real places telling real stories

January 9, 2020

Colleagues and Main Street Managers,

We are excited to announce that in the next few weeks, each Main Street community will be receiving a branded sign from the Texas Historical Commission and Texas Main Street Program signifying your participation. The cost of producing the signs is being provided by the Friends of the Texas Historical Commission and THC Chairman, John L. Nau III. We are so grateful to the Friends and Chairman Nau for this opportunity to further connect all of us together across the state. A sample of the sign you'll be receiving is below. Each sign measures 24 x 36 inches and is made of engineer-grade reflective aluminum with two pre-drilled mounting holes.



Please install the sign in a prominent, public location such as a main gateway to your community where you might already have an All America City, Preserve America, Tree City USA or National Register Historic District sign. And of course you should work with your regional TxDOT office if the location you choose is within their right-of-way.

You are encouraged to use the installation of this sign as a public relations opportunity for your program. Consider an unveiling ceremony as part of a City Council meeting or hold a small event when the sign is installed. Let us know when your event is scheduled so that we can attend, if we have staff available in the area. We ask that you send us a few photographs of the installed sign, ceremony or not, and provide us with a map or description of the location where it has been installed.

The sign is intended for display in your community while participating in the state program and must be removed in the unlikely event that your community ceases to participate in the program.

The manufacturer will deliver the sign directly to you using the local Main Street office address that we have on file. If you prefer to have the sign delivered to a different address, please notify us by Friday, January 17th.

We will also provide you with the information necessary to order additional signs directly from the supplier, or we can provide the template and you can order duplicate signs from the vendor of your choice. For planning purposes, additional signs will likely cost approximately $120 each, delivered.

We are delighted to provide these signs to help the public identify the major commitment your communities have made to downtown revitalization and historic preservation.

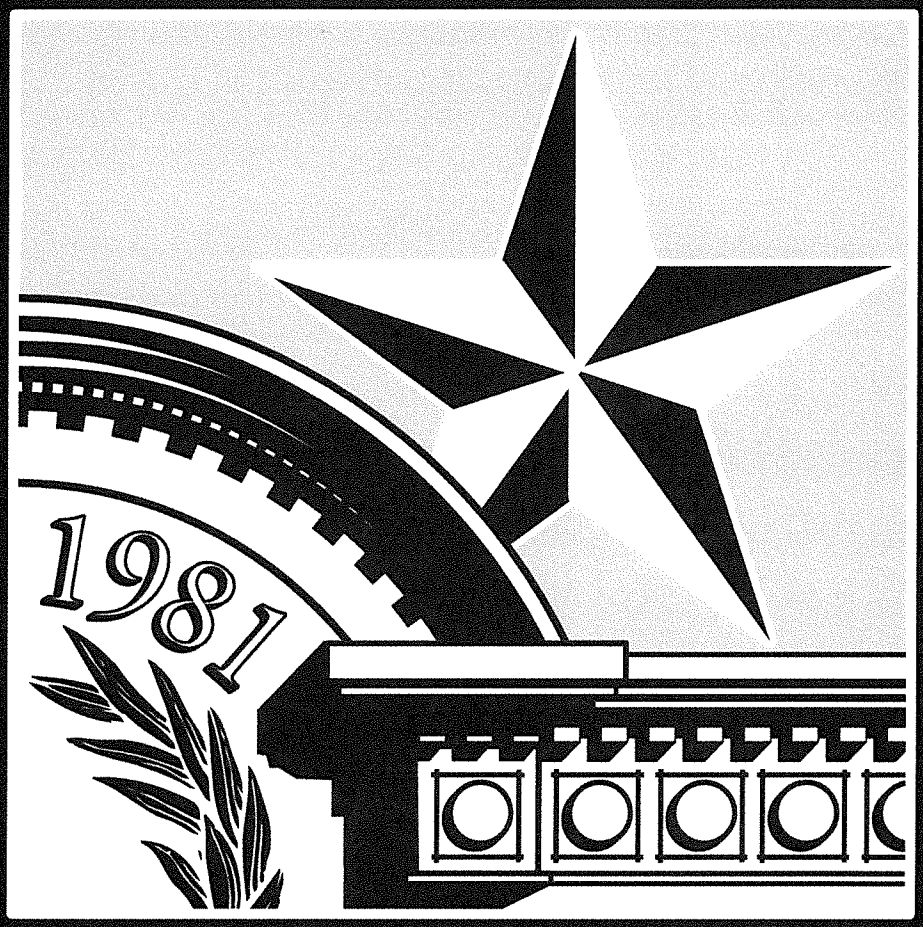
Sincerely,

Bradford Patterson
Director, Community Heritage Development

Mark Wolfe
Executive Director

WELCOME TO

KINGSVILLE



A MAIN STREET COMMUNITY

OF THE

TEXAS HISTORICAL COMMISSION

ORDINANCE NO. 2020-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2019-2020 BUDGET TO ACCEPT AND EXPEND THE DONATION FROM KLEBERG BANK FOR A WELCOME SIGN FOR THE MAIN STREET DISTRICT.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2019-2020 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
FUND 001 – GENERAL FUND					
Revenues – 4					
1604	Downtown	Donations	72030	($115.95)	
Expenditures - 5					
1604	Downtown	Grounds & Perm Fixtures	59100	$115.95	

[To amend the City of Kingsville FY 19-20 Budget to accept and expend the donation from Kleberg Bank for a welcome sign in the Main Street District.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 8th day of June 2020.

PASSED AND APPROVED on this the 22nd day of June, 2020.

EFFECTIVE DATE:_____

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

AGENDA ITEM #12

Donation

City of Kingsville
Parks & Recreation Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Susan Ivy, Parks & Recreation Director

DATE: May 31, 2020

SUBJECT: Agenda Request – Budget Amendment and donation from Kleberg County for Pumphouse Motor for Golf Course

Summary:
This request is to amend the Golf Course Capital Improvement Budget by $5,780.44 to purchase a new motor for the Golf Course Pumphouse pump. Kleberg County Commissioners' Court has approved the funding of half of this expense or $2,890.22 from their Golf Course Fund and we are requesting to fund the other half from the Golf Course Capital Improvements fund balance.

Background:
The motor at the pumphouse has gone out at the golf course and needs to be replaced. We have received a quote from Odessa Pumps for $5,780.44. Kleberg County Commissioners' Court has approved funding of half of this expense or $2,890.22 and we are requesting approval of that donation. We are asking City Commission for authorization to pull the other half from the fund balance of the Golf Course Capital Improvement fund (026-4502)

Financial Impact:
This will increase the Golf Course Capital Maintenance budget by $5,780.44. The funds will come from fund balance in the Golf Course Capital Maintenance Fund and from the donation from Kleberg County.

Recommendation:
I would recommend that the Commission authorize the budget amendment of $5,780.44 into line item 026-5-4502-71200. Approve the donation from Kleberg County for $2,890.22, and approve the balance of the budget amendment to come from the fund balance in the Golf Course Capital Improvement fund.

City of Kingsville TEXAS

AGENDA ITEM #13

Budget Amend.

City of Kingsville
Parks & Recreation Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Susan Ivy, Parks & Recreation Director

DATE: May 31, 2020

SUBJECT: Agenda Request – Budget Amendment and donation from Kleberg County for Pumphouse Motor for Golf Course

Summary:
This request is to amend the Golf Course Capital Improvement Budget by $5,780.44 to purchase a new motor for the Golf Course Pumphouse pump. Kleberg County Commissioners' Court has approved the funding of half of this expense or $2,890.22 from their Golf Course Fund and we are requesting to fund the other half from the Golf Course Capital Improvements fund balance.

Background:
The motor at the pumphouse has gone out at the golf course and needs to be replaced. We have received a quote from Odessa Pumps for $5,780.44. Kleberg County Commissioners' Court has approved funding of half of this expense or $2,890.22 and we are requesting approval of that donation. We are asking City Commission for authorization to pull the other half from the fund balance of the Golf Course Capital Improvement fund (026-4502)

Financial Impact:
This will increase the Golf Course Capital Maintenance budget by $5,780.44. The funds will come from fund balance in the Golf Course Capital Maintenance Fund and from the donation from Kleberg County.

Recommendation:
I would recommend that the Commission authorize the budget amendment of $5,780.44 into line item 026-5-4502-71200. Approve the donation from Kleberg County for $2,890.22, and approve the balance of the budget amendment to come from the fund balance in the Golf Course Capital Improvement fund.

City of Kingsville TEXAS

ORDINANCE NO. 2020-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2019-2020 BUDGET TO ACCEPT AND EXPEND THE DONATION FROM KLEBERG COUNTY FOR HALF THE COST OF A NEW PUMPHOUSE MOTOR AT THE GOLF COURSE.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2019-2020 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
FUND 026 – GOLF COURSE MAINTENANCE					
Revenues – 4					
14502	Golf Couse	County Contribution	58002	($2,890.22)	
Expenditures - 5					
4502	Golf Course	Machinery & Equipment	71200	$5,780.44	

[To amend the City of Kingsville FY 19-20 Budget to accept and expend the donation from Kleberg County for the purchase of a new pumphouse motor at the Golf Course. The other half of the pump cost will be funded through fund balance for Fund 026.]

II.

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

III.

THAT if for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of this City Commission

that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

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

INTRODUCED on this the 8th day of June 2020.

PASSED AND APPROVED on this the 22nd day of June, 2020.

EFFECTIVE DATE:_____

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

AGENDA ITEM #14

City of Kingsville
Engineering Dept.

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

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

DATE: June 8, 2020

SUBJECT: Consider/discuss authorization to submit applications for the Flood Infrastructure Fund by the Texas Water Development Board for drainage projects on the City's 2018 Master Drainage Plan.

Summary:

Passed by the Legislature and approved by Texas voters through a constitutional amendment, the Flood Infrastructure Fund program provides financial assistance in the form of loans and grants for flood control, flood mitigation, and drainage projects. Flood Intended Use Plan, eligible projects will fall into one of four categories:

- Category 1 – Flood Protection Planning for Watersheds
- Category 2 – Planning, Acquisition, Design, Construction, Rehabilitation.
- Category 3 – Federal Award Matching Funds
- Category 4 – Measures Immediately Effective in Protecting Life and Property

Based on the City's adopted 2018 Master Drainage Plan performed by Kimley-Horn nine locations were analyzed for drainage improvements. A preliminary design and cost estimates were provided for each location. The consultant also included costs on down stream improvement that would need to take place along the State ROW but not all were included in the applications.

The Texas Water Development Board will be receiving application until June 15, 2020. The application is a two-step process. The first step is to submit the application and be categorized by prior. The second step is a detailed submittal application and the City will be notified if they are chosen to apply. There is no commitment in applying.

City of Kingsville
Engineering Dept.

The program has 0% interest loan and requirements for grant funding. All the applications will be in Category 2 and grant eligibility cost was calculated based on information provided by the TWDB.

I have included a spreadsheet for each location with the number of properties and property values that are affected. It includes the prioritization of locations from Kimley-Horn based on capacity of existing infrastructure, potential for structural flooding and impacts on mobility. I included my prioritization base on funds available for drainage projects and incorporated the areas that have been established and have paid taxes longer in the City.

Based on the information provided in the FIF the City could receive 50% grant funding.

Financial Impact:
No financial impact for submitting application. A budget amendment can be on the next City Commission meeting once areas are selected as Capital Improvement Projects.

Recommendation:
Staff recommends approval of agenda item as presented.

Attachments:
FIF Abridged Applications – Locations 1 thru 7 and 9
Kimley-Horn – Master Drainage Plan Presentation 2018
Grant Eligibility Calculation
Master Drainage Plan Prioritization and Cost Benefit Ratio

City of Kingsville
Master Drainage Plan
Prioritization and Cost Benefit Ratio

Location	Total Addresses	Acreage	Appraisal Value	Kimley-Horn Prioritization	Engineeirng Prioritization	Cost to Benefit Ratio	Total Project Cost excluding Downstream Improvements
1	125	20.1896	$5,075,635	4	1	$40,605.08	$1,400,000.00
2	51	8.5736	$3,695,695	2	6	$72,464.61	$3,600,000.00
3	100	19.1529	$10,539,350	8	3	$105,393.50	$1,500,000.00
4	34	22.9407	$3,707,135	5	7	$109,033.38	$1,900,000.00
5	67	16.8064	$3,689,467	6	5	$55,066.67	$7,800,000.00
6	47	11.2062	$7,084,510	3	2	$150,734.26	$230,000.00
7	83	19.2571	$11,767,430	7	4	$141,776.27	$1,400,000.00
8	148	24.7464	$23,959,798	9	9	$161,890.53	$700,000.00
9	21	15.8843	$2,290,600	1	8	$109,076.19	$5,600,000.00
Totals	**676**	**158.7572**	**$71,809,620**				**$24,130,000**

		Max. %	Award		
1	Outside MSA	10	10		
2	Adjusted AMHI	40	30	64%	AMHI ≤ 65%
3	Unemployment Rate	5	4	4%	
4	Population Decline	5	1	1%	
5	Rural Applicant	5	5		
6	Green/Nature-Based	5	0		
		70	50		

SFY 2020 Flood Project Abridged Application

Due June 15, 2020 at 5:00 p.m.
Email to FIF@twdb.texas.gov

By submitting this Abridged Application, you understand and confirm that the information provided is true and correct to the best of your knowledge and further understand that the failure to submit a complete Abridged Application by the stated deadlines, or to respond in a timely manner to additional requests for information, may result in the withdrawal of the Abridged Application without review.

GENERAL INFORMATION

Entity Name
City of Kingsville
Entity Type
Local Government

Contact Who should TWDB contact with questions during the review of this submission?	**Name**	Rutilio P. Mora Jr.
	Title	City Engineer
	Phone	361-595-8004
	Email	rmora@cityofkingsville.com

PROJECT INFORMATION

Project Name	City of Kingsville Drainage Master Plan – Location 1
Amount Requested from TWDB	$1,400,000.00
Financing from Federal Sources	$
(if receiving federal funds, include the federal agency and program)	
Financing from Other Sources	$
Total Project Cost (Check here if requesting loan funds only ☐)	$1,400,000.00

Category Applied For

☐	☒	☐	☐
Category 1 Flood Protection Planning for Watersheds	Category 2 Planning, Acquisition, and Design, Construction / Rehabilitation (All combinations)	Category 3 Federal Award Matching Funds	Category 4 Measures immediately effective in protecting life and property

MINIMUM STANDARDS

Only projects that satisfy all minimum standards will be included in the prioritization.	☒	1. For applicable projects, the benefit-cost ratio of the proposed project is >1.0 or an explanation is provided.
	☒	2. For applicable projects, a proposed MOU and a project description was provided to all eligible political subdivisions and the list of political subdivisions that received this information is attached to the abridged application.
	☒	3. The applicant has acted cooperatively with other political subdivisions to address flood control needs in the area in which the eligible political subdivisions are located; and all eligible political subdivisions substantially affected by the proposed flood project have participated in the process of developing the proposed flood project.
	☒	4. The funding request does not include redundant funding for activities already performed and/or funded through another source.
	☒	5. a. The area to be served by the proposed project has floodplain ordinances in place and is currently enforcing floodplain management standards at least equivalent to National Flood Insurance Program (NFIP) minimum standards. OR
	☒	5. b. Requesting funds to fulfill additional requirements for participation in the National Flood Insurance Program.
	☒	6. The proposed project was developed using the best and most recent available data.
	☒	7. a. (Construction applicants only) Operations and maintenance costs associated with proposed facilities have been considered.
	☒	7. b. (Construction applicants only) Floodwater capture techniques have been considered.

DESCRIPTION OF PROPOSED PROJECT

The project is in the northeast side of the City of Kingsville, Texas. There are approximately 125 homes in the area and in a low to moderate income range. The total property value for this location is over $5,000,000.00. The area is located east of John S. Gillett Intermediate School. The drainage basin area is approximately 20.19 acres. The area drains into Tranquitas Creek and is located approximately 1,100 feet north of the creek. The creek flows into Baffin Bay. The current drainage does not meet a 2-year storm event. The location has drainage issues which include flooding along Brookshire Drive and Fairview Drive, stalled vehicles during heavy rainfall events, the inlets and storm sewer are insufficient for runoff capacity on Brookshire Drive and the north and south portions of Fairview Drive. Fairview Drive is a collector road utilized by residents to access Santa Gertrudis Ave. (FM 2045) on the south side or Brookshire Drive on the north side.

The proposed drainage improvements would relieve drainage issues along Fairview Drive and Brookshire Drive between E. Santa Gertrudis Ave. and Brookshire Drive. Other streets affected are Gillette St., West Fairview Dr. and East Fairview Drive. Drainage improvements would include offsite channel improvements, storm sewer drainage system and additional inlets. Approximately 50% of the streets will flood in a 10-year storm event based on an independent storm water modeling analysis provided by Kimley-Horn.

A drainage study was conducted by Kimley-Horn in 2018 to improve drainage for the City of Kingsville, Texas. In the consultant's analysis and preliminary design, it notes that drainage for the proposed project requires channel excavation, 2,400 linear feet of storm water conveying system and 16 curb inlets. These improvements would meet a 10-year storm event and relieve the existing drainage issues during a heavy storm event. The City adopted a Flood Damage Prevention Ordinance in 2008 to meet NFIP standards by FEMA. The City also adopted a Drainage Ordinance in 2007, and these improvements would meet the City's current ordinance.

In summary, the proposed outcome is to provide an adequate drainage system that meets Federal Regulations and City Ordinances. These improvements will provide health and public safety to the residents in the Fairview Heights Subdivision and San Jose Estates.

INFORMATION FOR GRANT FUNDING

Provide information for the applicable level of grant funding:

Category 1:
Study area AMHI (weighted average based on population)-$_____
(Optional – attached a copy of federal disaster declaration – flood related within the last 60 months)

Categories 2, 3, and 4

- For consideration of being outside MSA: Project is entirely located outside of an MSA - Yes ___or No X
- Project area AMHI (weighted average based on population)-$38,384
- Project area Unemployment Rate (weighted average based on population)-9.53%
- Project area Population Decline (if any) (based on sum of the population in the project areas)-2.14%
- For consideration of being an Rural Applicant: All entities within the project benefit area are outside MSAs and have populations <10,000; or the applicant is a district or municipality with a service area of 10,000 or less in population; or located in a county in which no urban area exceeds 50,000 in population - Yes X or No ___
- For consideration of being a Green or Nature-Based project: Percentage of total project costs that are considered green or nature-based- _____% (attach the calculation)

Note: If requesting grant funds that rely on a calculation of the AMHI, Unemployment Rate, or Population Decline then attach the calculation of the weighted average amounts for the project area based on the applicable U.S. Census Bureau geographic areas such as County, Place (City), Census Tract, or Block Group using the ACS data sources described in the IUP.

PRIORITIZATION CRITERIA

Rural Applicant All entities within the project benefit area are (a) outside MSAs and have populations <10,000; or (b) a district or municipality with a service area of 10,000 or less in population; or (c) a county in which no urban area exceeds 50,000 in population.	☒ Yes *(Please attach a list of all entities in the project benefit area and U.S. Census Bureau 2014-2018 American Community Survey (ACS) 5-year estimates data indicating the population of each area.)*			☐ No
Emergency Need Due to Recent or Imminent Failure or recent Flood-related Disaster Declarations. A need exists for flood hazard mitigation actions to address a clear and imminent threat to public health, safety, and welfare or property due to recent or imminent failure of existing flood infrastructure or flood-related federal or state disaster declarations within the most recent 36 months that would be significantly mitigated by the proposed project.	☐ Yes, due to a recent failure.	☐ Yes, due to imminent failure.	☒ Yes, recent flood-related disaster declaration for the proposed project area	☐ No
Distributed Benefits Is the project expected to directly benefit or include the active participation of jurisdictions other than the applicant?	☐ Yes			☒ No

Estimated Completion Date When would all project phases expected to be complete, assuming funds for the project are closed on in Fall of the current year?	☒ Within 18 months of closing ☐ Within 36 months of closing ☐ Other
Construction Projects Only (Including PAD plus Construction combined) Project is anticipated to result in an integral, reliable, and quantifiable water supply benefit to a specific water user group with an identified need. May include groundwater recharge benefits.	☒ Yes ☐ No
Construction Projects Only (Including PAD plus Construction combined) How many structures are anticipated to be removed from floodplains as a result of the proposed project?	Click or tap here to enter text.
Non-structural flood mitigation elements Non-structural flood mitigation elements constitute at least 20 percent of the total project costs.	Percentage of total project costs that are considered nature-based- Click or tap here to enter text.

Tiebreaker: **Social Vulnerability Index (SVI)**	Average SVI of benefitting area: 0.7501 - 1 Geographic basis: ☒ Census Tracts ☐ Counties *Please attach a list of the selected geographies and an explanation of why they were selected.*
Certification on MOUs (if MOUs will be required) **If no MOUs will be required, check here: ☐**	I, _____(Name), serving as _____(Title) hereby certify that _____(Applicant) has provided all eligible political subdivisions that will be required to submit a Memorandum of Understanding a copy of their proposed Memorandum of Understanding and an adequately detailed description of the proposed project. _____ _____ Signature Date

ADDITIONAL INFORMATION FOR THE FLOOD INFORMATION CLEARINGHOUSE COMMITTEE

Responses to questions 1 through 7, along with other information included in this abridged application, will be shared with the Flood Information Clearinghouse Committee (FLICC), a new cooperative effort between the TWDB, General Land Office, Texas Division of Emergency Management, and other state and federal agencies that administer flood mitigation financial assistance programs. After review by the FLICC, the applicant may be advised of other available source(s) of funding.

1. Type of Assistance Requested (Check all that apply):	☒ Low Interest Loan ☒ Grant ☒ Loan/Grant Combination ☒ Local Match for Federal Funding
If requesting funds for the local cost share of a federally funded project, the name of the program:	Kingsville Master Drainage Plan – Location 1
2. County(ies) in which the project is located:	Kleberg County
3. (If applicable) Associated FEMA disaster name and number:	
4. Does the applicant have an approved Mitigation Action Plan?	
5. Is the community to be served by the project in good standing with the National Flood Insurance Program?	
6. Will this project involve enlargement of a dam or levee beyond the original footprint of the structure that existed prior to a disaster event?	N/A
7. Will this project mitigate a repetitive or severe repetitive loss property?	

CERTIFICATION ON ENFORCING FLOODPLAIN MANAGEMENT STANDARDS

Certification on enforcing floodplain management standards Exception: The only exception is an entity that is requesting FIF funding to fulfill additional requirements for participation in the National Flood Insurance Program. If this is the situation, check here: ☐	I, _____(Name), serving as _____(Title) hereby certify that _____(Appropriate entity for area to be served by the project) is currently enforcing floodplain management standards at least equivalent to National Flood Insurance Program (NFIP) minimum standards, but it may exceed the NFIP minimum standard. _____ _____ Signature Date

ATTACHMENT CHECKLIST

✓	N/A	Attachment Description
☐	☐	List of entities receiving the proposed MOU and project description
☐	☐	Benefit-Cost Ratio required information.
☐	☐	Documentation indicating the best/most recent data was used in the development of the proposed project.
☐	☐	Documentation demonstrating the area to be served by the proposed project has floodplain ordinances in place and the appropriate entity has certified that it is currently enforcing floodplain management standards at least equivalent to National Flood Insurance Program (NFIP) minimum standards. (The only exception is an entity that is requesting FIF funding to fulfill the requirements for participation in the National Flood Insurance Program.)
☐	☐	If requesting grant funds that rely on a calculation of the AMHI, Unemployment Rate, or Population Decline then attach the calculation of the weighted average amounts for the project area based on the applicable U.S. Census Bureau geographic areas such as County, Place (City), Census Tract, or Block Group and the ACS data sources described in the IUP.
☐	☐	If requesting prioritization points for "Rural Applicant", a list of all entities in the project benefit area and U.S. Census Bureau 2014-2018 American Community Survey (ACS) 5-year estimates data indicating the population of each area.
☐	☐	(If applying for matching funds) Documentation of an existing federal award pending availability of local match.
☐	☐	(If the project involves property acquisitions) Documentation supporting the determination that acquisitions are the best solution and the properties are a high risk.
☐	☐	(Construction projects) Description of the anticipated funding source for operations and maintenance costs.
☐	☐	(Construction projects) Map and description of area benefitting from the proposed project, including a list of all benefitting political subdivisions.
☐	☐	(If applicable) Documentation of recent or imminent infrastructure failure causing an emergency need or a flood-related federal or state disaster declaration within the most recent 36 months that would be significantly mitigated by the proposed project.
☐	☐	List and explanation of geographies used to determine average SVI.
☐	☐	Certification on enforcing floodplain management standards for all applicable areas
☐	☐	Additional Information for the Flood Information Clearinghouse Committee

IUP ATTACHMENT 2: Memorandum of Understanding Template

TEXAS WATER CODE SECTION 15.005 MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding (MOU) between the <<GOVERNING BODY>> of <<ENTITY A>> (the "<<ENTITY A>>") and the <<GOVERNING BODY>> of <<ENTITY B>> (the "<<ENTITY B>>"). <<MAY INCLUDE ADDITIONAL GOVERNING BODIES/POLITICAL SUBDIVISIONS OR MAY DEVELOP INDIVIDUAL MOUs WITH EACH POLITICAL SUBDIVISION WITHIN THE WATERSHED (see instructions in Flood IUP)>>

WHEREAS, pursuant to Texas Water Code § 15.005 and 31 Texas Administrative Code § 363.408, if the Executive Administrator determines that an application has flood control as one of its purposes and that the watershed in which the project is located is partially located outside the political subdivision making the application, the applicant must submit a written memorandum of understanding relating to the management of the watershed in which the project is to be located, signed by all governing bodies of eligible political subdivisions located in the project watershed; and

WHEREAS, <<ENTITY A>> has filed an application with the Texas Water Development Board for funding a project that has flood control as one of its purposes; and

WHEREAS, <<ENTITY A>> has determined that the watershed in which the project is located is partially located within the jurisdiction of <<ENITY B>>; and

NOW THEREFORE, in consideration of the benefits to the <<APPLICABLE/NAME OF>> Watershed and the State of Texas, <<ENTITY A>> and <<ENTITY B>> agree to the following:

1. <<ENTITY A>> will provide <<ANNUAL/QUARTERLY/MONTHLY>>progress updates to <<ENTITY B>> as the project develops and changes.
2. <<ENTITY A>> will notify <<ENTITY B>> of any potential change in impacts to <<ENTITY B>> within the <<QUARTER/MONTH>> of the identified change.
3. <<ENTITY B>> will provide constructive input to <<ENTITY A>> as the project develops and changes.
4. <<ENTITY A>> and <<ENTITY B>> will work cooperatively for the management of the <<NAME OF WATERSHED>>.

_____

<<Responsible Official for Entity A, including Title>>
<<Entity A>>

_____

<<Responsible Official for Entity B>>
<<Entity B>>

SFY 2020 Flood Project Abridged Application

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Email to FIF@twdb.texas.gov

By submitting this Abridged Application, you understand and confirm that the information provided is true and correct to the best of your knowledge and further understand that the failure to submit a complete Abridged Application by the stated deadlines, or to respond in a timely manner to additional requests for information, may result in the withdrawal of the Abridged Application without review.

GENERAL INFORMATION

Entity Name
City of Kingsville
Entity Type
Local Government

Contact Who should TWDB contact with questions during the review of this submission?	**Name**	Rutilio P. Mora Jr.
	Title	City Engineer
	Phone	361-595-8004
	Email	rmora@cityofkingsville.com

PROJECT INFORMATION

Project Name	City of Kingsville Drainage Master Plan – Location 2
Amount Requested from TWDB	$3,600,000.00
Financing from Federal Sources	$
(if receiving federal funds, include the federal agency and program)	
Financing from Other Sources	$
Total Project Cost (Check here if requesting loan funds only ☐)	$3.600,000.00

Category Applied For

☐	☒	☐	☐
Category 1 Flood Protection Planning for Watersheds	Category 2 Planning, Acquisition, and Design, Construction / Rehabilitation (All combinations)	Category 3 Federal Award Matching Funds	Category 4 Measures immediately effective in protecting life and property

MINIMUM STANDARDS

Only projects that satisfy all minimum standards will be included in the prioritization.	☒	1. For applicable projects, the benefit-cost ratio of the proposed project is >1.0 or an explanation is provided.
	☒	2. For applicable projects, a proposed MOU and a project description was provided to all eligible political subdivisions and the list of political subdivisions that received this information is attached to the abridged application.
	☒	3. The applicant has acted cooperatively with other political subdivisions to address flood control needs in the area in which the eligible political subdivisions are located; and all eligible political subdivisions substantially affected by the proposed flood project have participated in the process of developing the proposed flood project.
	☒	4. The funding request does not include redundant funding for activities already performed and/or funded through another source.
	☒	5. a. The area to be served by the proposed project has floodplain ordinances in place and is currently enforcing floodplain management standards at least equivalent to National Flood Insurance Program (NFIP) minimum standards. OR
	☒	5. b. Requesting funds to fulfill additional requirements for participation in the National Flood Insurance Program.
	☒	6. The proposed project was developed using the best and most recent available data.
	☒	7. a. (Construction applicants only) Operations and maintenance costs associated with proposed facilities have been considered.
	☒	7. b. (Construction applicants only) Floodwater capture techniques have been considered.

DESCRIPTION OF PROPOSED PROJECT

The project is in the central part of the City of Kingsville, Texas. There are approximately 51 homes in the area and in a low to moderate income range. The total property value for this location is approximately $3,700,000.00. The area is located south of Harvey Elementary School and the City's pool and skatepark. The drainage basin area is approximately 8.57 acres. The area drains into Tranquitas Creek and is located approximately 2,300 feet south of the creek. The creek flows into Baffin Bay. The current drainage system does not meet a 2-year storm event. The location has drainage issues which include flooding along 19th Street and the intersections with Huisache Ave., Fordyce Ave., Johnston Ave., roads causing them to be impassable, trouble entering driveway, there are no inlets or storm sewers in the area and have undersized facilities downstream. 19th St. is a commonly utilized residential street because of its access to Harvey Elementary.

The proposed drainage improvements would relieve drainage issues along 19th St. from E. Lott Ave. to Maple St. Other streets affected are intersections with Huisache Ave., Fordyce Ave. and Johnston Ave. The drainage improvements include storm sewer drainage system and new inlets. Approximately 75% of the streets will flood in a 10-year storm event based on an independent storm modeling analysis provided by Kimley-Horn.

A drainage study was conducted by Kimley-Horn in 2018 to improve drainage for the City of Kingsville, Texas. In the consultant's analysis and preliminary design, it notes that channel excavation would need to be implemented as well as 2,600 linear feet of storm water conveying system and 12 curb inlets. Additional downstream improvements would increase the storm water drainage conveying into Tranquitas Creek by removing and replacing 1,825 feet concrete pipe to convey 100-year flow to the creek. These improvements would meet a 10-year storm event and relieve the existing drainage issues during a heavy storm event. The City adopted a Flood Damage Prevention Ordinance in 2008 to meet the NFIP standards by FEMA. The City also adopted a Drainage Ordinance in 2007, and these improvements would meet the City's current ordinance.

In summary, the proposed outcome is to provide an adequate drainage system that meets the Federal Regulations and City Ordinances. These improvements will provide health and public safety to the residents in the Town & Country and Forrest Park Subdivisions.

INFORMATION FOR GRANT FUNDING

Provide information for the applicable level of grant funding:

Category 1:
Study area AMHI (weighted average based on population)-$_____
(Optional – attached a copy of federal disaster declaration – flood related within the last 60 months)

Categories 2, 3, and 4

- For consideration of being outside MSA: Project is entirely located outside of an MSA - Yes ___or No X
- Project area AMHI (weighted average based on population)-$38,384
- Project area Unemployment Rate (weighted average based on population)-9.53%
- Project area Population Decline (if any) (based on sum of the population in the project areas)-2.14%
- For consideration of being an Rural Applicant: All entities within the project benefit area are outside MSAs and have populations <10,000; or the applicant is a district or municipality with a service area of 10,000 or less in population; or located in a county in which no urban area exceeds 50,000 in population - Yes X or No ___
- For consideration of being a Green or Nature-Based project: Percentage of total project costs that are considered green or nature-based- _____% (attach the calculation)

Note: If requesting grant funds that rely on a calculation of the AMHI, Unemployment Rate, or Population Decline then attach the calculation of the weighted average amounts for the project area based on the applicable U.S. Census Bureau geographic areas such as County, Place (City), Census Tract, or Block Group using the ACS data sources described in the IUP.

PRIORITIZATION CRITERIA

Rural Applicant All entities within the project benefit area are (a) outside MSAs and have populations <10,000; or (b) a district or municipality with a service area of 10,000 or less in population; or (c) a county in which no urban area exceeds 50,000 in population.	☒ Yes *(Please attach a list of all entities in the project benefit area and U.S. Census Bureau 2014-2018 American Community Survey (ACS) 5-year estimates data indicating the population of each area.)*			☐ No
Emergency Need Due to Recent or Imminent Failure or recent Flood-related Disaster Declarations. A need exists for flood hazard mitigation actions to address a clear and imminent threat to public health, safety, and welfare or property due to recent or imminent failure of existing flood infrastructure or flood-related federal or state disaster declarations within the most recent 36 months that would be significantly mitigated by the proposed project.	☐ Yes, due to a recent failure.	☐ Yes, due to imminent failure.	☐ Yes, recent flood-related disaster declaration for the proposed project area	☐ No
Distributed Benefits Is the project expected to directly benefit or include the active participation of jurisdictions other than the applicant?	☐ Yes			☐ No

Estimated Completion Date When would all project phases expected to be complete, assuming funds for the project are closed on in Fall of the current year?	☐ Within 18 months of closing ☐ Within 36 months of closing ☐ Other
Construction Projects Only (Including PAD plus Construction combined) Project is anticipated to result in an integral, reliable, and quantifiable water supply benefit to a specific water user group with an identified need. May include groundwater recharge benefits.	☐ Yes ☐ No
Construction Projects Only (Including PAD plus Construction combined) How many structures are anticipated to be removed from floodplains as a result of the proposed project?	Click or tap here to enter text.
Non-structural flood mitigation elements Non-structural flood mitigation elements constitute at least 20 percent of the total project costs.	Percentage of total project costs that are considered nature-based- Click or tap here to enter text.

Tiebreaker: **Social Vulnerability Index (SVI)**	Average SVI of benefitting area: 0.7501 - 1 Geographic basis: ☒ Census Tracts ☐ Counties *Please attach a list of the selected geographies and an explanation of why they were selected.*
Certification on MOUs (if MOUs will be required) **If no MOUs will be required, check here: ☐**	I, _____(Name), serving as _____(Title) hereby certify that _____(Applicant) has provided all eligible political subdivisions that will be required to submit a Memorandum of Understanding a copy of their proposed Memorandum of Understanding and an adequately detailed description of the proposed project. _____ _____ Signature Date

ADDITIONAL INFORMATION FOR THE FLOOD INFORMATION CLEARINGHOUSE COMMITTEE

Responses to questions 1 through 7, along with other information included in this abridged application, will be shared with the Flood Information Clearinghouse Committee (FLICC), a new cooperative effort between the TWDB, General Land Office, Texas Division of Emergency Management, and other state and federal agencies that administer flood mitigation financial assistance programs. After review by the FLICC, the applicant may be advised of other available source(s) of funding.

1. Type of Assistance Requested (Check all that apply):	☒ Low Interest Loan ☒ Grant ☒ Loan/Grant Combination ☒ Local Match for Federal Funding
If requesting funds for the local cost share of a federally funded project, the name of the program:	Kingsville Master Drainage Plan – Location 2
2. County(ies) in which the project is located:	Kleberg County
3. (If applicable) Associated FEMA disaster name and number:	
4. Does the applicant have an approved Mitigation Action Plan?	
5. Is the community to be served by the project in good standing with the National Flood Insurance Program?	
6. Will this project involve enlargement of a dam or levee beyond the original footprint of the structure that existed prior to a disaster event?	N/A
7. Will this project mitigate a repetitive or severe repetitive loss property?	

CERTIFICATION ON ENFORCING FLOODPLAIN MANAGEMENT STANDARDS

Certification on enforcing floodplain management standards Exception: The only exception is an entity that is requesting FIF funding to fulfill additional requirements for participation in the National Flood Insurance Program. If this is the situation, check here: ☐	I, _____(Name), serving as _____(Title) hereby certify that _____(Appropriate entity for area to be served by the project) is currently enforcing floodplain management standards at least equivalent to National Flood Insurance Program (NFIP) minimum standards, but it may exceed the NFIP minimum standard. _____ _____ Signature Date

ATTACHMENT CHECKLIST

✓	N/A	Attachment Description
☐	☐	List of entities receiving the proposed MOU and project description
☐	☐	Benefit-Cost Ratio required information.
☐	☐	Documentation indicating the best/most recent data was used in the development of the proposed project.
☐	☐	Documentation demonstrating the area to be served by the proposed project has floodplain ordinances in place and the appropriate entity has certified that it is currently enforcing floodplain management standards at least equivalent to National Flood Insurance Program (NFIP) minimum standards. (The only exception is an entity that is requesting FIF funding to fulfill the requirements for participation in the National Flood Insurance Program.)
☐	☐	If requesting grant funds that rely on a calculation of the AMHI, Unemployment Rate, or Population Decline then attach the calculation of the weighted average amounts for the project area based on the applicable U.S. Census Bureau geographic areas such as County, Place (City), Census Tract, or Block Group and the ACS data sources described in the IUP.
☐	☐	If requesting prioritization points for "Rural Applicant", a list of all entities in the project benefit area and U.S. Census Bureau 2014-2018 American Community Survey (ACS) 5-year estimates data indicating the population of each area.
☐	☐	(If applying for matching funds) Documentation of an existing federal award pending availability of local match.
☐	☐	(If the project involves property acquisitions) Documentation supporting the determination that acquisitions are the best solution and the properties are a high risk.
☐	☐	(Construction projects) Description of the anticipated funding source for operations and maintenance costs.
☐	☐	(Construction projects) Map and description of area benefitting from the proposed project, including a list of all benefitting political subdivisions.
☐	☐	(If applicable) Documentation of recent or imminent infrastructure failure causing an emergency need or a flood-related federal or state disaster declaration within the most recent 36 months that would be significantly mitigated by the proposed project.
☐	☐	List and explanation of geographies used to determine average SVI.
☐	☐	Certification on enforcing floodplain management standards for all applicable areas
☐	☐	Additional Information for the Flood Information Clearinghouse Committee

IUP ATTACHMENT 2: Memorandum of Understanding Template

TEXAS WATER CODE SECTION 15.005 MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding (MOU) between the <<GOVERNING BODY>> of <<ENTITY A>> (the "<<ENTITY A>>") and the <<GOVERNING BODY>> of <<ENTITY B>> (the "<<ENTITY B>>"). <<MAY INCLUDE ADDITIONAL GOVERNING BODIES/POLITICAL SUBDIVISIONS OR MAY DEVELOP INDIVIDUAL MOUs WITH EACH POLITICAL SUBDIVISION WITHIN THE WATERSHED (see instructions in Flood IUP)>>

WHEREAS, pursuant to Texas Water Code § 15.005 and 31 Texas Administrative Code § 363.408, if the Executive Administrator determines that an application has flood control as one of its purposes and that the watershed in which the project is located is partially located outside the political subdivision making the application, the applicant must submit a written memorandum of understanding relating to the management of the watershed in which the project is to be located, signed by all governing bodies of eligible political subdivisions located in the project watershed; and

WHEREAS, <<ENTITY A>> has filed an application with the Texas Water Development Board for funding a project that has flood control as one of its purposes; and

WHEREAS, <<ENTITY A>> has determined that the watershed in which the project is located is partially located within the jurisdiction of <<ENITY B>>; and

NOW THEREFORE, in consideration of the benefits to the <<APPLICABLE/NAME OF>> Watershed and the State of Texas, <<ENTITY A>> and <<ENTITY B>> agree to the following:

1. <<ENTITY A>> will provide <<ANNUAL/QUARTERLY/MONTHLY>>progress updates to <<ENTITY B>> as the project develops and changes.
2. <<ENTITY A>> will notify <<ENTITY B>> of any potential change in impacts to <<ENTITY B>> within the <<QUARTER/MONTH>> of the identified change.
3. <<ENTITY B>> will provide constructive input to <<ENTITY A>> as the project develops and changes.
4. <<ENTITY A>> and <<ENTITY B>> will work cooperatively for the management of the <<NAME OF WATERSHED>>.

_____

<<Responsible Official for Entity A, including Title>>
<<Entity A>>

_____

<<Responsible Official for Entity B>>
<<Entity B>>

SFY 2020 Flood Project Abridged Application

Due June 15, 2020 at 5:00 p.m.
Email to FIF@twdb.texas.gov

By submitting this Abridged Application, you understand and confirm that the information provided is true and correct to the best of your knowledge and further understand that the failure to submit a complete Abridged Application by the stated deadlines, or to respond in a timely manner to additional requests for information, may result in the withdrawal of the Abridged Application without review.

GENERAL INFORMATION

Entity Name
City of Kingsville
Entity Type
Local Government

Contact Who should TWDB contact with questions during the review of this submission?	**Name**	Rutilio P. Mora Jr.
	Title	City Engineer
	Phone	361-595-8004
	Email	rmora@cityofkingsville.com

PROJECT INFORMATION

Project Name	City of Kingsville Drainage Master Plan – Location 3
Amount Requested from TWDB	$1,500,000.00
Financing from Federal Sources	$
(if receiving federal funds, include the federal agency and program)	
Financing from Other Sources	$
Total Project Cost (Check here if requesting loan funds only ☐)	$1,500,000.00

Category Applied For

☐	☒	☐	☐
Category 1 Flood Protection Planning for Watersheds	Category 2 Planning, Acquisition, and Design, Construction / Rehabilitation (All combinations)	Category 3 Federal Award Matching Funds	Category 4 Measures immediately effective in protecting life and property

MINIMUM STANDARDS

Only projects that satisfy all minimum standards will be included in the prioritization.	☒	1. For applicable projects, the benefit-cost ratio of the proposed project is >1.0 or an explanation is provided.
	☒	2. For applicable projects, a proposed MOU and a project description was provided to all eligible political subdivisions and the list of political subdivisions that received this information is attached to the abridged application.
	☒	3. The applicant has acted cooperatively with other political subdivisions to address flood control needs in the area in which the eligible political subdivisions are located; and all eligible political subdivisions substantially affected by the proposed flood project have participated in the process of developing the proposed flood project.
	☒	4. The funding request does not include redundant funding for activities already performed and/or funded through another source.
	☒	5. a. The area to be served by the proposed project has floodplain ordinances in place and is currently enforcing floodplain management standards at least equivalent to National Flood Insurance Program (NFIP) minimum standards. OR
	☒	5. b. Requesting funds to fulfill additional requirements for participation in the National Flood Insurance Program.
	☒	6. The proposed project was developed using the best and most recent available data.
	☒	7. a. (Construction applicants only) Operations and maintenance costs associated with proposed facilities have been considered.
	☒	7. b. (Construction applicants only) Floodwater capture techniques have been considered.

DESCRIPTION OF PROPOSED PROJECT

The project is in the eastern side of the City of Kingsville. There are approximately 100 homes in the area and in a low to moderate income range. The total property value for this location is over $10,500,000.00. The area is located west of US Hwy 77 Bypass. The drainage basin area is approximately 19.15 acres. The area drainages into Caesar Ditch. The current drainage does not meet a 2-year storm event. The location has drainage issues which include flooding along 21st Street and at the intersections with Warren Avenue, John Street, Calvin Street and Linda Street., flooding along the neighborhoods, impassable roads, stalled vehicles during heavy rainfall events, low point at Warrant and 21st with no inlets and no positive overflow path because of the storm sewer being undersized. 21st street is commonly used by residents to access Caesar Ave which is a minor arterial street.

The proposed drainage improvements would relieve drainage issues along 21th St. from John St. to E. Caesar Ave. Other streets affected are Calvin Street, Linda Street, Nancy Street and Mildred Street. The drainage improvements include storm sewer drainage system and new inlets. Approximately 60% of the streets will flood in a 10-year storm event based on an independent storm modeling analysis provided by Kimley-Horn.

A drainage study was conducted by Kimley-Horn in 2018 to improve drainage for the City of Kingsville, Texas. In the consultant's analysis and preliminary design, it notes that channel excavation would need to be implemented as well as 2,800 linear feet of storm water conveying system, 10 curb inlets and 7 curb inlet extensions. These improvements would meet a 10-year storm event and relieve the existing drainage issues during a heavy storm event. The City adopted a Flood Damage Prevention Ordinance in 2008 to meet the NFIP standards by FEMA. The City also adopted a Drainage Ordinance in 2007, and these improvements would meet the City's current ordinance.

In summary, the proposed outcome is to provide an adequate drainage system that meets the Federal Regulations and City Ordinances. These improvements will provide health and public safety to the residents in the Forrest Park 2 Subdivision.

INFORMATION FOR GRANT FUNDING

Provide information for the applicable level of grant funding:

Category 1:
Study area AMHI (weighted average based on population)-$_____
(Optional – attached a copy of federal disaster declaration – flood related within the last 60 months)

Categories 2, 3, and 4

- For consideration of being outside MSA: Project is entirely located outside of an MSA - Yes ___or No X
- Project area AMHI (weighted average based on population)-$38,384
- Project area Unemployment Rate (weighted average based on population)-9.53%
- Project area Population Decline (if any) (based on sum of the population in the project areas)-2.14%
- For consideration of being an Rural Applicant: All entities within the project benefit area are outside MSAs and have populations <10,000; or the applicant is a district or municipality with a service area of 10,000 or less in population; or located in a county in which no urban area exceeds 50,000 in population - Yes X or No ___
- For consideration of being a Green or Nature-Based project: Percentage of total project costs that are considered green or nature-based- _____% (attach the calculation)

Note: If requesting grant funds that rely on a calculation of the AMHI, Unemployment Rate, or Population Decline then attach the calculation of the weighted average amounts for the project area based on the applicable U.S. Census Bureau geographic areas such as County, Place (City), Census Tract, or Block Group using the ACS data sources described in the IUP.

PRIORITIZATION CRITERIA

Rural Applicant All entities within the project benefit area are (a) outside MSAs and have populations <10,000; or (b) a district or municipality with a service area of 10,000 or less in population; or (c) a county in which no urban area exceeds 50,000 in population.	☒ Yes *(Please attach a list of all entities in the project benefit area and U.S. Census Bureau 2014-2018 American Community Survey (ACS) 5-year estimates data indicating the population of each area.)*			☐ No
Emergency Need Due to Recent or Imminent Failure or recent Flood-related Disaster Declarations. A need exists for flood hazard mitigation actions to address a clear and imminent threat to public health, safety, and welfare or property due to recent or imminent failure of existing flood infrastructure or flood-related federal or state disaster declarations within the most recent 36 months that would be significantly mitigated by the proposed project.	☐ Yes, due to a recent failure.	☐ Yes, due to imminent failure.	☐ Yes, recent flood-related disaster declaration for the proposed project area	☐ No
Distributed Benefits Is the project expected to directly benefit or include the active participation of jurisdictions other than the applicant?	☐ Yes			☐ No

Estimated Completion Date When would all project phases expected to be complete, assuming funds for the project are closed on in Fall of the current year?	☐ Within 18 months of closing ☐ Within 36 months of closing ☐ Other
Construction Projects Only (Including PAD plus Construction combined) Project is anticipated to result in an integral, reliable, and quantifiable water supply benefit to a specific water user group with an identified need. May include groundwater recharge benefits.	☐ Yes ☐ No
Construction Projects Only (Including PAD plus Construction combined) How many structures are anticipated to be removed from floodplains as a result of the proposed project?	Click or tap here to enter text.
Non-structural flood mitigation elements Non-structural flood mitigation elements constitute at least 20 percent of the total project costs.	Percentage of total project costs that are considered nature-based- Click or tap here to enter text.

Tiebreaker: **Social Vulnerability Index (SVI)**	Average SVI of benefitting area: 0.7501 - 1 Geographic basis: ☒ Census Tracts ☐ Counties *Please attach a list of the selected geographies and an explanation of why they were selected.*
Certification on MOUs (if MOUs will be required) **If no MOUs will be required, check here:** ☐	I, _____(Name), serving as _____(Title) hereby certify that _____(Applicant) has provided all eligible political subdivisions that will be required to submit a Memorandum of Understanding a copy of their proposed Memorandum of Understanding and an adequately detailed description of the proposed project. _____ _____ Signature Date

ADDITIONAL INFORMATION FOR THE FLOOD INFORMATION CLEARINGHOUSE COMMITTEE

Responses to questions 1 through 7, along with other information included in this abridged application, will be shared with the Flood Information Clearinghouse Committee (FLICC), a new cooperative effort between the TWDB, General Land Office, Texas Division of Emergency Management, and other state and federal agencies that administer flood mitigation financial assistance programs. After review by the FLICC, the applicant may be advised of other available source(s) of funding.

1. Type of Assistance Requested (Check all that apply):	☒ Low Interest Loan ☒ Grant ☒ Loan/Grant Combination ☒ Local Match for Federal Funding
If requesting funds for the local cost share of a federally funded project, the name of the program:	Kingsville Master Drainage Plan – Location 3
2. County(ies) in which the project is located:	Kleberg County
3. (If applicable) Associated FEMA disaster name and number:	
4. Does the applicant have an approved Mitigation Action Plan?	
5. Is the community to be served by the project in good standing with the National Flood Insurance Program?	
6. Will this project involve enlargement of a dam or levee beyond the original footprint of the structure that existed prior to a disaster event?	N/A
7. Will this project mitigate a repetitive or severe repetitive loss property?	

CERTIFICATION ON ENFORCING FLOODPLAIN MANAGEMENT STANDARDS

Certification on enforcing floodplain management standards Exception: The only exception is an entity that is requesting FIF funding to fulfill additional requirements for participation in the National Flood Insurance Program. If this is the situation, check here: ☐	I, _____(Name), serving as _____(Title) hereby certify that _____(Appropriate entity for area to be served by the project) is currently enforcing floodplain management standards at least equivalent to National Flood Insurance Program (NFIP) minimum standards, but it may exceed the NFIP minimum standard. _____ _____ Signature Date

ATTACHMENT CHECKLIST

✓	N/A	Attachment Description
☐	☐	List of entities receiving the proposed MOU and project description
☐	☐	Benefit-Cost Ratio required information.
☐	☐	Documentation indicating the best/most recent data was used in the development of the proposed project.
☐	☐	Documentation demonstrating the area to be served by the proposed project has floodplain ordinances in place and the appropriate entity has certified that it is currently enforcing floodplain management standards at least equivalent to National Flood Insurance Program (NFIP) minimum standards. (The only exception is an entity that is requesting FIF funding to fulfill the requirements for participation in the National Flood Insurance Program.)
☐	☐	If requesting grant funds that rely on a calculation of the AMHI, Unemployment Rate, or Population Decline then attach the calculation of the weighted average amounts for the project area based on the applicable U.S. Census Bureau geographic areas such as County, Place (City), Census Tract, or Block Group and the ACS data sources described in the IUP.
☐	☐	If requesting prioritization points for "Rural Applicant", a list of all entities in the project benefit area and U.S. Census Bureau 2014-2018 American Community Survey (ACS) 5-year estimates data indicating the population of each area.
☐	☐	(If applying for matching funds) Documentation of an existing federal award pending availability of local match.
☐	☐	(If the project involves property acquisitions) Documentation supporting the determination that acquisitions are the best solution and the properties are a high risk.
☐	☐	(Construction projects) Description of the anticipated funding source for operations and maintenance costs.
☐	☐	(Construction projects) Map and description of area benefitting from the proposed project, including a list of all benefitting political subdivisions.
☐	☐	(If applicable) Documentation of recent or imminent infrastructure failure causing an emergency need or a flood-related federal or state disaster declaration within the most recent 36 months that would be significantly mitigated by the proposed project.
☐	☐	List and explanation of geographies used to determine average SVI.
☐	☐	Certification on enforcing floodplain management standards for all applicable areas
☐	☐	Additional Information for the Flood Information Clearinghouse Committee

IUP ATTACHMENT 2: Memorandum of Understanding Template

TEXAS WATER CODE SECTION 15.005 MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding (MOU) between the <<GOVERNING BODY>> of <<ENTITY A>> (the "<<ENTITY A>>") and the <<GOVERNING BODY>> of <<ENTITY B>> (the "<<ENTITY B>>"). <<MAY INCLUDE ADDITIONAL GOVERNING BODIES/POLITICAL SUBDIVISIONS OR MAY DEVELOP INDIVIDUAL MOUs WITH EACH POLITICAL SUBDIVISION WITHIN THE WATERSHED (see instructions in Flood IUP)>>

WHEREAS, pursuant to Texas Water Code § 15.005 and 31 Texas Administrative Code § 363.408, if the Executive Administrator determines that an application has flood control as one of its purposes and that the watershed in which the project is located is partially located outside the political subdivision making the application, the applicant must submit a written memorandum of understanding relating to the management of the watershed in which the project is to be located, signed by all governing bodies of eligible political subdivisions located in the project watershed; and

WHEREAS, <<ENTITY A>> has filed an application with the Texas Water Development Board for funding a project that has flood control as one of its purposes; and

WHEREAS, <<ENTITY A>> has determined that the watershed in which the project is located is partially located within the jurisdiction of <<ENITY B>>; and

NOW THEREFORE, in consideration of the benefits to the <<APPLICABLE/NAME OF>> Watershed and the State of Texas, <<ENTITY A>> and <<ENTITY B>> agree to the following:

1. <<ENTITY A>> will provide <<ANNUAL/QUARTERLY/MONTHLY>>progress updates to <<ENTITY B>> as the project develops and changes.
2. <<ENTITY A>> will notify <<ENTITY B>> of any potential change in impacts to <<ENTITY B>> within the <<QUARTER/MONTH>> of the identified change.
3. <<ENTITY B>> will provide constructive input to <<ENTITY A>> as the project develops and changes.
4. <<ENTITY A>> and <<ENTITY B>> will work cooperatively for the management of the <<NAME OF WATERSHED>>.

_____

<<Responsible Official for Entity A, including Title>>
<<Entity A>>

_____

<<Responsible Official for Entity B>>
<<Entity B>>

SFY 2020 Flood Project Abridged Application

Due June 15, 2020 at 5:00 p.m.
Email to FIF@twdb.texas.gov

By submitting this Abridged Application, you understand and confirm that the information provided is true and correct to the best of your knowledge and further understand that the failure to submit a complete Abridged Application by the stated deadlines, or to respond in a timely manner to additional requests for information, may result in the withdrawal of the Abridged Application without review.

GENERAL INFORMATION

Entity Name
City of Kingsville
Entity Type
Local Government

Contact Who should TWDB contact with questions during the review of this submission?	**Name**	Rutilio P. Mora Jr.
	Title	City Engineer
	Phone	361-595-8004
	Email	rmora@cityofkingsville.com

PROJECT INFORMATION

Project Name	City of Kingsville Drainage Master Plan – Location 4
Amount Requested from TWDB	$1,900,000.00
Financing from Federal Sources	$
(if receiving federal funds, include the federal agency and program)	
Financing from Other Sources	$
Total Project Cost (Check here if requesting loan funds only ☐)	$1,900,000.00

Category Applied For

☐	☒	☐	☐
Category 1 Flood Protection Planning for Watersheds	Category 2 Planning, Acquisition, and Design, Construction / Rehabilitation (All combinations)	Category 3 Federal Award Matching Funds	Category 4 Measures immediately effective in protecting life and property

MINIMUM STANDARDS

Only projects that satisfy all minimum standards will be included in the prioritization.	☒	1. For applicable projects, the benefit-cost ratio of the proposed project is >1.0 or an explanation is provided.
	☒	2. For applicable projects, a proposed MOU and a project description was provided to all eligible political subdivisions and the list of political subdivisions that received this information is attached to the abridged application.
	☒	3. The applicant has acted cooperatively with other political subdivisions to address flood control needs in the area in which the eligible political subdivisions are located; and all eligible political subdivisions substantially affected by the proposed flood project have participated in the process of developing the proposed flood project.
	☒	4. The funding request does not include redundant funding for activities already performed and/or funded through another source.
	☒	5. a. The area to be served by the proposed project has floodplain ordinances in place and is currently enforcing floodplain management standards at least equivalent to National Flood Insurance Program (NFIP) minimum standards. OR
	☒	5. b. Requesting funds to fulfill additional requirements for participation in the National Flood Insurance Program.
	☒	6. The proposed project was developed using the best and most recent available data.
	☒	7. a. (Construction applicants only) Operations and maintenance costs associated with proposed facilities have been considered.
	☒	7. b. (Construction applicants only) Floodwater capture techniques have been considered.

DESCRIPTION OF PROPOSED PROJECT

The project is in the southcentral side of the City of Kingsville. There are approximately 35 homes in the area and in a low to moderate income range. The total property value for this location is over $3,700,000.00. The area is located near Perez Elementary and King High School. The drainage basin area is approximately 23.00 acres. The area drains in Escondido Creek and is located approximately 9,300 feet north of the creek. The creek flows into Baffin Bay. The current drainage system does not meet a 2-year storm event. The location has drainage issues which include flooding all along Alexander Ave from 11th Street to 14th Street, issues with positive drainage along ditch on the south side of Alexander Ave., the ditch stands full of water for days sometimes causing flooding in streets and resident's yards, channels having inadequate capacity, and undersized driveway culverts. Alexander Ave is commonly used residential street used by resident to access 14th Street (US Business 77) eastside or South 6th Street on the westside that are both principle arterial roads.

The proposed drainage improvement would relieve drainage issues along Alexander Ave. from 11th St. to 14th St. Drainage improvements would include improvements to the existing ditch and making the adjacent culvert to convey design flow. 100% of the streets will flood in a 10-year storm event based on an independent storm water modeling analysis provided by Kimley-Horn.

A drainage study was conducted by Kimley-Horn in 2018 to improve drainage for the City of Kingsville, Texas. In the consultant's analysis and preliminary design, it notes that drainage for the proposed project requires channel excavation and 3,150 linear feet of storm water conveying system. These improvements would meet a 10-year storm event and relieve the existing drainage issues during a heavy storm event. The City adopted a Flood Damage Prevention Ordinance in 2008 to meet NFIP standards by FEMA. The City also adopted a Drainage Ordinance in 2007, and these improvements would meet the City's current ordinance.

In summary, the proposed outcome is to provide an adequate drainage system that meets Federal Regulations and City Ordinances. These improvements will provide health and public safety to the residents in the Sarita Park 4 & 5 and Southmore Acres Subdivision.

INFORMATION FOR GRANT FUNDING

Provide information for the applicable level of grant funding:

Category 1:
Study area AMHI (weighted average based on population)-$_____
(Optional – attached a copy of federal disaster declaration – flood related within the last 60 months)

Categories 2, 3, and 4

- For consideration of being outside MSA: Project is entirely located outside of an MSA - Yes ___or No X
- Project area AMHI (weighted average based on population)-$38,384
- Project area Unemployment Rate (weighted average based on population)-9.53%
- Project area Population Decline (if any) (based on sum of the population in the project areas)-2.14%
- For consideration of being an Rural Applicant: All entities within the project benefit area are outside MSAs and have populations <10,000; or the applicant is a district or municipality with a service area of 10,000 or less in population; or located in a county in which no urban area exceeds 50,000 in population - Yes X or No ___
- For consideration of being a Green or Nature-Based project: Percentage of total project costs that are considered green or nature-based- _____% (attach the calculation)

Note: If requesting grant funds that rely on a calculation of the AMHI, Unemployment Rate, or Population Decline then attach the calculation of the weighted average amounts for the project area based on the applicable U.S. Census Bureau geographic areas such as County, Place (City), Census Tract, or Block Group using the ACS data sources described in the IUP.

PRIORITIZATION CRITERIA

Rural Applicant All entities within the project benefit area are (a) outside MSAs and have populations <10,000; or (b) a district or municipality with a service area of 10,000 or less in population; or (c) a county in which no urban area exceeds 50,000 in population.	☒ Yes *(Please attach a list of all entities in the project benefit area and U.S. Census Bureau 2014-2018 American Community Survey (ACS) 5-year estimates data indicating the population of each area.)*			☐ No
Emergency Need Due to Recent or Imminent Failure or recent Flood-related Disaster Declarations. A need exists for flood hazard mitigation actions to address a clear and imminent threat to public health, safety, and welfare or property due to recent or imminent failure of existing flood infrastructure or flood-related federal or state disaster declarations within the most recent 36 months that would be significantly mitigated by the proposed project.	☐ Yes, due to a recent failure.	☐ Yes, due to imminent failure.	☐ Yes, recent flood-related disaster declaration for the proposed project area	☐ No
Distributed Benefits Is the project expected to directly benefit or include the active participation of jurisdictions other than the applicant?	☐ Yes			☐ No

Estimated Completion Date When would all project phases expected to be complete, assuming funds for the project are closed on in Fall of the current year?	☐ Within 18 months of closing ☐ Within 36 months of closing ☐ Other
Construction Projects Only (Including PAD plus Construction combined) Project is anticipated to result in an integral, reliable, and quantifiable water supply benefit to a specific water user group with an identified need. May include groundwater recharge benefits.	☐ Yes ☐ No
Construction Projects Only (Including PAD plus Construction combined) How many structures are anticipated to be removed from floodplains as a result of the proposed project?	Click or tap here to enter text.
Non-structural flood mitigation elements Non-structural flood mitigation elements constitute at least 20 percent of the total project costs.	Percentage of total project costs that are considered nature-based- Click or tap here to enter text.

Tiebreaker: **Social Vulnerability Index (SVI)**	Average SVI of benefitting area: 0.7501 - 1 Geographic basis: ☒ Census Tracts ☐ Counties *Please attach a list of the selected geographies and an explanation of why they were selected.*
Certification on MOUs (if MOUs will be required) **If no MOUs will be required, check here: ☐**	I, _____(Name), serving as _____(Title) hereby certify that _____(Applicant) has provided all eligible political subdivisions that will be required to submit a Memorandum of Understanding a copy of their proposed Memorandum of Understanding and an adequately detailed description of the proposed project. _____ _____ Signature Date

ADDITIONAL INFORMATION FOR THE FLOOD INFORMATION CLEARINGHOUSE COMMITTEE

Responses to questions 1 through 7, along with other information included in this abridged application, will be shared with the Flood Information Clearinghouse Committee (FLICC), a new cooperative effort between the TWDB, General Land Office, Texas Division of Emergency Management, and other state and federal agencies that administer flood mitigation financial assistance programs. After review by the FLICC, the applicant may be advised of other available source(s) of funding.

1. Type of Assistance Requested (Check all that apply):	☒ Low Interest Loan ☒ Grant ☒ Loan/Grant Combination ☒ Local Match for Federal Funding
If requesting funds for the local cost share of a federally funded project, the name of the program:	Kingsville Master Drainage Plan – Location 4
2. County(ies) in which the project is located:	Kleberg County
3. (If applicable) Associated FEMA disaster name and number:	
4. Does the applicant have an approved Mitigation Action Plan?	
5. Is the community to be served by the project in good standing with the National Flood Insurance Program?	
6. Will this project involve enlargement of a dam or levee beyond the original footprint of the structure that existed prior to a disaster event?	N/A
7. Will this project mitigate a repetitive or severe repetitive loss property?	

CERTIFICATION ON ENFORCING FLOODPLAIN MANAGEMENT STANDARDS

Certification on enforcing floodplain management standards Exception: The only exception is an entity that is requesting FIF funding to fulfill additional requirements for participation in the National Flood Insurance Program. If this is the situation, check here: ☐	I, _____(Name), serving as _____(Title) hereby certify that _____(Appropriate entity for area to be served by the project) is currently enforcing floodplain management standards at least equivalent to National Flood Insurance Program (NFIP) minimum standards, but it may exceed the NFIP minimum standard. _____ _____ Signature Date

ATTACHMENT CHECKLIST

✓	N/A	Attachment Description
☐	☐	List of entities receiving the proposed MOU and project description
☐	☐	Benefit-Cost Ratio required information.
☐	☐	Documentation indicating the best/most recent data was used in the development of the proposed project.
☐	☐	Documentation demonstrating the area to be served by the proposed project has floodplain ordinances in place and the appropriate entity has certified that it is currently enforcing floodplain management standards at least equivalent to National Flood Insurance Program (NFIP) minimum standards. (The only exception is an entity that is requesting FIF funding to fulfill the requirements for participation in the National Flood Insurance Program.)
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☐	☐	If requesting prioritization points for "Rural Applicant", a list of all entities in the project benefit area and U.S. Census Bureau 2014-2018 American Community Survey (ACS) 5-year estimates data indicating the population of each area.
☐	☐	(If applying for matching funds) Documentation of an existing federal award pending availability of local match.
☐	☐	(If the project involves property acquisitions) Documentation supporting the determination that acquisitions are the best solution and the properties are a high risk.
☐	☐	(Construction projects) Description of the anticipated funding source for operations and maintenance costs.
☐	☐	(Construction projects) Map and description of area benefitting from the proposed project, including a list of all benefitting political subdivisions.
☐	☐	(If applicable) Documentation of recent or imminent infrastructure failure causing an emergency need or a flood-related federal or state disaster declaration within the most recent 36 months that would be significantly mitigated by the proposed project.
☐	☐	List and explanation of geographies used to determine average SVI.
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☐	☐	Additional Information for the Flood Information Clearinghouse Committee

IUP ATTACHMENT 2: Memorandum of Understanding Template

TEXAS WATER CODE SECTION 15.005 MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding (MOU) between the <<GOVERNING BODY>> of <<ENTITY A>> (the "<<ENTITY A>>") and the <<GOVERNING BODY>> of <<ENTITY B>> (the "<<ENTITY B>>"). <<MAY INCLUDE ADDITIONAL GOVERNING BODIES/POLITICAL SUBDIVISIONS OR MAY DEVELOP INDIVIDUAL MOUs WITH EACH POLITICAL SUBDIVISION WITHIN THE WATERSHED (see instructions in Flood IUP)>>

WHEREAS, pursuant to Texas Water Code § 15.005 and 31 Texas Administrative Code § 363.408, if the Executive Administrator determines that an application has flood control as one of its purposes and that the watershed in which the project is located is partially located outside the political subdivision making the application, the applicant must submit a written memorandum of understanding relating to the management of the watershed in which the project is to be located, signed by all governing bodies of eligible political subdivisions located in the project watershed; and

WHEREAS, <<ENTITY A>> has filed an application with the Texas Water Development Board for funding a project that has flood control as one of its purposes; and

WHEREAS, <<ENTITY A>> has determined that the watershed in which the project is located is partially located within the jurisdiction of <<ENITY B>>; and

NOW THEREFORE, in consideration of the benefits to the <<APPLICABLE/NAME OF>> Watershed and the State of Texas, <<ENTITY A>> and <<ENTITY B>> agree to the following:

1. <<ENTITY A>> will provide <<ANNUAL/QUARTERLY/MONTHLY>>progress updates to <<ENTITY B>> as the project develops and changes.
2. <<ENTITY A>> will notify <<ENTITY B>> of any potential change in impacts to <<ENTITY B>> within the <<QUARTER/MONTH>> of the identified change.
3. <<ENTITY B>> will provide constructive input to <<ENTITY A>> as the project develops and changes.
4. <<ENTITY A>> and <<ENTITY B>> will work cooperatively for the management of the <<NAME OF WATERSHED>>.

_____

<<Responsible Official for Entity A, including Title>>
<<Entity A>>

_____

<<Responsible Official for Entity B>>
<<Entity B>>

SFY 2020 Flood Project Abridged Application

Due June 15, 2020 at 5:00 p.m.
Email to FIF@twdb.texas.gov

By submitting this Abridged Application, you understand and confirm that the information provided is true and correct to the best of your knowledge and further understand that the failure to submit a complete Abridged Application by the stated deadlines, or to respond in a timely manner to additional requests for information, may result in the withdrawal of the Abridged Application without review.

GENERAL INFORMATION

Entity Name
City of Kingsville
Entity Type
Local Government

Contact Who should TWDB contact with questions during the review of this submission?	**Name**	Rutilio P. Mora Jr.
	Title	City Engineer
	Phone	361-595-8004
	Email	rmora@cityofkingsville.com

PROJECT INFORMATION

Project Name	City of Kingsville Drainage Master Plan – Location 5
Amount Requested from TWDB	$7,800,000.00
Financing from Federal Sources	$
(if receiving federal funds, include the federal agency and program)	
Financing from Other Sources	$
Total Project Cost (Check here if requesting loan funds only ☐)	$7,800,000.00

Category Applied For

☐	☒	☐	☐
Category 1 Flood Protection Planning for Watersheds	Category 2 Planning, Acquisition, and Design, Construction / Rehabilitation (All combinations)	Category 3 Federal Award Matching Funds	Category 4 Measures immediately effective in protecting life and property

MINIMUM STANDARDS

Only projects that satisfy all minimum standards will be included in the prioritization.	☒	1. For applicable projects, the benefit-cost ratio of the proposed project is >1.0 or an explanation is provided.
	☒	2. For applicable projects, a proposed MOU and a project description was provided to all eligible political subdivisions and the list of political subdivisions that received this information is attached to the abridged application.
	☒	3. The applicant has acted cooperatively with other political subdivisions to address flood control needs in the area in which the eligible political subdivisions are located; and all eligible political subdivisions substantially affected by the proposed flood project have participated in the process of developing the proposed flood project.
	☒	4. The funding request does not include redundant funding for activities already performed and/or funded through another source.
	☒	5. a. The area to be served by the proposed project has floodplain ordinances in place and is currently enforcing floodplain management standards at least equivalent to National Flood Insurance Program (NFIP) minimum standards. OR
	☒	5. b. Requesting funds to fulfill additional requirements for participation in the National Flood Insurance Program.
	☒	6. The proposed project was developed using the best and most recent available data.
	☒	7. a. (Construction applicants only) Operations and maintenance costs associated with proposed facilities have been considered.
	☒	7. b. (Construction applicants only) Floodwater capture techniques have been considered.

DESCRIPTION OF PROPOSED PROJECT

The project is in the central part of the City of Kingsville. There are approximately 70 homes in the area and in a low to moderate income range. The total property value for this location is approximately $3,700,000.00. The area is located a few blocks north of Perez Elementary and King High School. The drainage basin area is approximately 17.00 acres. The area drains into Caesar Ditch and is located approximately 1,900 feet northeast of the Caesar Place subdivision. The current drainage system does not meet a 2-year storm event. The location has drainage issues which include flooding all along W. Circle Drive, E Miller Ave. and Lawndale Drive, issues with flooding along the streets, high water in roads and front yards, the only inlet in the subject area has inadequate capacity and cannot handle the design flow. E. Miller Ave. allows access to 14th St (US 77 Business) that is classified as a Principle Arterial Street. W. Circle Drive allows access to E. Senator Carlos Truan Boulevard (FM 425) that is classified as a Principle Arterial Street and connects to US Hwy 77 Bypass.

Drainage improvements would include.

The proposed drainage improvement would relieve drainage issues within the subdivision and along W. Circle Drive, E. Miller Avenue and Lawndale Drive. Drainage improvements would include additional inlets, storm sewer drainage system, and culverts throughout the area, as well as improvements to the downstream culverts to convey additional flow. 90% of the streets will flood in a 10-year storm event based on an independent storm water modeling analysis provided by Kimley-Horn.

A drainage study was conducted by Kimley-Horn in 2018 to improve drainage for the City of Kingsville, Texas. In the consultant's analysis and preliminary design, it notes that drainage for the proposed project requires 4,100 linear feet of storm water conveying system and additional 1,600 linear feet of storm water drainage system as part of the downstream improvements. These improvements would meet a 10-year storm event and relieve the existing drainage issues during a heavy storm event. The City adopted a Flood Damage Prevention Ordinance in 2008 to meet NFIP standards by FEMA. The City also adopted a Drainage Ordinance in 2007, and these improvements would meet the City's current ordinance.

In summary, the proposed outcome is to provide an adequate drainage system that meets Federal Regulations and City Ordinances. These improvements will provide health and public safety to the residents in the Caesar Place Subdivision.

INFORMATION FOR GRANT FUNDING

Provide information for the applicable level of grant funding:

Category 1:
Study area AMHI (weighted average based on population)-$_____
(Optional – attached a copy of federal disaster declaration – flood related within the last 60 months)

Categories 2, 3, and 4

- For consideration of being outside MSA: Project is entirely located outside of an MSA - Yes ___or No X
- Project area AMHI (weighted average based on population)-$38,384
- Project area Unemployment Rate (weighted average based on population)-9.53%
- Project area Population Decline (if any) (based on sum of the population in the project areas)-2.14%
- For consideration of being an Rural Applicant: All entities within the project benefit area are outside MSAs and have populations <10,000; or the applicant is a district or municipality with a service area of 10,000 or less in population; or located in a county in which no urban area exceeds 50,000 in population - Yes X or No ___
- For consideration of being a Green or Nature-Based project: Percentage of total project costs that are considered green or nature-based- _____% (attach the calculation)

Note: If requesting grant funds that rely on a calculation of the AMHI, Unemployment Rate, or Population Decline then attach the calculation of the weighted average amounts for the project area based on the applicable U.S. Census Bureau geographic areas such as County, Place (City), Census Tract, or Block Group using the ACS data sources described in the IUP.

PRIORITIZATION CRITERIA

Rural Applicant All entities within the project benefit area are (a) outside MSAs and have populations <10,000; or (b) a district or municipality with a service area of 10,000 or less in population; or (c) a county in which no urban area exceeds 50,000 in population.	☒ Yes *(Please attach a list of all entities in the project benefit area and U.S. Census Bureau 2014-2018 American Community Survey (ACS) 5-year estimates data indicating the population of each area.)*			☐ No
Emergency Need Due to Recent or Imminent Failure or recent Flood-related Disaster Declarations. A need exists for flood hazard mitigation actions to address a clear and imminent threat to public health, safety, and welfare or property due to recent or imminent failure of existing flood infrastructure or flood-related federal or state disaster declarations within the most recent 36 months that would be significantly mitigated by the proposed project.	☐ Yes, due to a recent failure.	☐ Yes, due to imminent failure.	☐ Yes, recent flood-related disaster declaration for the proposed project area	☐ No
Distributed Benefits Is the project expected to directly benefit or include the active participation of jurisdictions other than the applicant?	☐ Yes			☐ No

Estimated Completion Date When would all project phases expected to be complete, assuming funds for the project are closed on in Fall of the current year?	☐ Within 18 months of closing ☐ Within 36 months of closing ☐ Other
Construction Projects Only (Including PAD plus Construction combined) Project is anticipated to result in an integral, reliable, and quantifiable water supply benefit to a specific water user group with an identified need. May include groundwater recharge benefits.	☐ Yes ☐ No
Construction Projects Only (Including PAD plus Construction combined) How many structures are anticipated to be removed from floodplains as a result of the proposed project?	Click or tap here to enter text.
Non-structural flood mitigation elements Non-structural flood mitigation elements constitute at least 20 percent of the total project costs.	Percentage of total project costs that are considered nature-based- Click or tap here to enter text.

Tiebreaker: **Social Vulnerability Index (SVI)**	Average SVI of benefitting area: 0.7501 - 1 Geographic basis: ☒ Census Tracts ☐ Counties *Please attach a list of the selected geographies and an explanation of why they were selected.*
Certification on MOUs (if MOUs will be required) **If no MOUs will be required, check here: ☐**	I, _____(Name), serving as _____(Title) hereby certify that _____(Applicant) has provided all eligible political subdivisions that will be required to submit a Memorandum of Understanding a copy of their proposed Memorandum of Understanding and an adequately detailed description of the proposed project. _____ _____ Signature Date

ADDITIONAL INFORMATION FOR THE FLOOD INFORMATION CLEARINGHOUSE COMMITTEE

Responses to questions 1 through 7, along with other information included in this abridged application, will be shared with the Flood Information Clearinghouse Committee (FLICC), a new cooperative effort between the TWDB, General Land Office, Texas Division of Emergency Management, and other state and federal agencies that administer flood mitigation financial assistance programs. After review by the FLICC, the applicant may be advised of other available source(s) of funding.

1. Type of Assistance Requested (Check all that apply):	☒ Low Interest Loan ☒ Grant ☒ Loan/Grant Combination ☒ Local Match for Federal Funding
If requesting funds for the local cost share of a federally funded project, the name of the program:	Kingsville Master Drainage Plan – Location 5
2. County(ies) in which the project is located:	Kleberg County
3. (If applicable) Associated FEMA disaster name and number:	
4. Does the applicant have an approved Mitigation Action Plan?	
5. Is the community to be served by the project in good standing with the National Flood Insurance Program?	
6. Will this project involve enlargement of a dam or levee beyond the original footprint of the structure that existed prior to a disaster event?	N/A
7. Will this project mitigate a repetitive or severe repetitive loss property?	

CERTIFICATION ON ENFORCING FLOODPLAIN MANAGEMENT STANDARDS

Certification on enforcing floodplain management standards Exception: The only exception is an entity that is requesting FIF funding to fulfill additional requirements for participation in the National Flood Insurance Program. If this is the situation, check here: ☐	I, _____(Name), serving as _____(Title) hereby certify that _____(Appropriate entity for area to be served by the project) is currently enforcing floodplain management standards at least equivalent to National Flood Insurance Program (NFIP) minimum standards, but it may exceed the NFIP minimum standard. _____ _____ Signature Date

ATTACHMENT CHECKLIST

✓	N/A	Attachment Description
☐	☐	List of entities receiving the proposed MOU and project description
☐	☐	Benefit-Cost Ratio required information.
☐	☐	Documentation indicating the best/most recent data was used in the development of the proposed project.
☐	☐	Documentation demonstrating the area to be served by the proposed project has floodplain ordinances in place and the appropriate entity has certified that it is currently enforcing floodplain management standards at least equivalent to National Flood Insurance Program (NFIP) minimum standards. (The only exception is an entity that is requesting FIF funding to fulfill the requirements for participation in the National Flood Insurance Program.)
☐	☐	If requesting grant funds that rely on a calculation of the AMHI, Unemployment Rate, or Population Decline then attach the calculation of the weighted average amounts for the project area based on the applicable U.S. Census Bureau geographic areas such as County, Place (City), Census Tract, or Block Group and the ACS data sources described in the IUP.
☐	☐	If requesting prioritization points for "Rural Applicant", a list of all entities in the project benefit area and U.S. Census Bureau 2014-2018 American Community Survey (ACS) 5-year estimates data indicating the population of each area.
☐	☐	(If applying for matching funds) Documentation of an existing federal award pending availability of local match.
☐	☐	(If the project involves property acquisitions) Documentation supporting the determination that acquisitions are the best solution and the properties are a high risk.
☐	☐	(Construction projects) Description of the anticipated funding source for operations and maintenance costs.
☐	☐	(Construction projects) Map and description of area benefitting from the proposed project, including a list of all benefitting political subdivisions.
☐	☐	(If applicable) Documentation of recent or imminent infrastructure failure causing an emergency need or a flood-related federal or state disaster declaration within the most recent 36 months that would be significantly mitigated by the proposed project.
☐	☐	List and explanation of geographies used to determine average SVI.
☐	☐	Certification on enforcing floodplain management standards for all applicable areas
☐	☐	Additional Information for the Flood Information Clearinghouse Committee

IUP ATTACHMENT 2: Memorandum of Understanding Template

TEXAS WATER CODE SECTION 15.005 MEMORANDUM OF UNDERSTANDING

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WHEREAS, pursuant to Texas Water Code § 15.005 and 31 Texas Administrative Code § 363.408, if the Executive Administrator determines that an application has flood control as one of its purposes and that the watershed in which the project is located is partially located outside the political subdivision making the application, the applicant must submit a written memorandum of understanding relating to the management of the watershed in which the project is to be located, signed by all governing bodies of eligible political subdivisions located in the project watershed; and

WHEREAS, <<ENTITY A>> has filed an application with the Texas Water Development Board for funding a project that has flood control as one of its purposes; and

WHEREAS, <<ENTITY A>> has determined that the watershed in which the project is located is partially located within the jurisdiction of <<ENITY B>>; and

NOW THEREFORE, in consideration of the benefits to the <<APPLICABLE/NAME OF>> Watershed and the State of Texas, <<ENTITY A>> and <<ENTITY B>> agree to the following:

1. <<ENTITY A>> will provide <<ANNUAL/QUARTERLY/MONTHLY>>progress updates to <<ENTITY B>> as the project develops and changes.
2. <<ENTITY A>> will notify <<ENTITY B>> of any potential change in impacts to <<ENTITY B>> within the <<QUARTER/MONTH>> of the identified change.
3. <<ENTITY B>> will provide constructive input to <<ENTITY A>> as the project develops and changes.
4. <<ENTITY A>> and <<ENTITY B>> will work cooperatively for the management of the <<NAME OF WATERSHED>>.

_____

<<Responsible Official for Entity A, including Title>>
<<Entity A>>

_____

<<Responsible Official for Entity B>>
<<Entity B>>

SFY 2020 Flood Project Abridged Application

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Email to FIF@twdb.texas.gov

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GENERAL INFORMATION

Entity Name
City of Kingsville
Entity Type
Local Government

Contact Who should TWDB contact with questions during the review of this submission?	**Name**	Rutilio P. Mora Jr.
	Title	City Engineer
	Phone	361-595-8004
	Email	rmora@cityofkingsville.com

PROJECT INFORMATION

Project Name	City of Kingsville Drainage Master Plan – Location 6
Amount Requested from TWDB	$230,000.00
Financing from Federal Sources	$
(if receiving federal funds, include the federal agency and program)	
Financing from Other Sources	$
Total Project Cost (Check here if requesting loan funds only ☐)	$230,000.00

Category Applied For

☐	☒	☐	☐
Category 1 Flood Protection Planning for Watersheds	Category 2 Planning, Acquisition, and Design, Construction / Rehabilitation (All combinations)	Category 3 Federal Award Matching Funds	Category 4 Measures immediately effective in protecting life and property

MINIMUM STANDARDS

Only projects that satisfy all minimum standards will be included in the prioritization.	☒	1. For applicable projects, the benefit-cost ratio of the proposed project is >1.0 or an explanation is provided.
	☒	2. For applicable projects, a proposed MOU and a project description was provided to all eligible political subdivisions and the list of political subdivisions that received this information is attached to the abridged application.
	☒	3. The applicant has acted cooperatively with other political subdivisions to address flood control needs in the area in which the eligible political subdivisions are located; and all eligible political subdivisions substantially affected by the proposed flood project have participated in the process of developing the proposed flood project.
	☒	4. The funding request does not include redundant funding for activities already performed and/or funded through another source.
	☒	5. a. The area to be served by the proposed project has floodplain ordinances in place and is currently enforcing floodplain management standards at least equivalent to National Flood Insurance Program (NFIP) minimum standards. OR
	☒	5. b. Requesting funds to fulfill additional requirements for participation in the National Flood Insurance Program.
	☒	6. The proposed project was developed using the best and most recent available data.
	☒	7. a. (Construction applicants only) Operations and maintenance costs associated with proposed facilities have been considered.
	☒	7. b. (Construction applicants only) Floodwater capture techniques have been considered.

DESCRIPTION OF PROPOSED PROJECT

The project is in the central part of the City of Kingsville. There are approximately 50 homes in the area and in a low to moderate income range. The total property value for this location is over $7,000,000.00. The area is located northeast of Perez Elementary and King High School. The drainage basin area is approximately 11.00 acres.

The current drainage system does not meet a 2-year storm event. The location has drainage issues which include flooding all along Parker Drive, Virginia Avenue and Lewis Street, issues with flooding along the streets, impassable roads and homes in danger of flooding, all streets in the area are designed to allow flow over the roads in all storm events, adjacent homes are lower than FM 425 causing backs up into development. Park, Virginia and Lewis all connect to E. Senator Carlos Truan Boulevard (FM 425) that is classified as a principle arterial street and connects to US Hwy 77 Bypass.

The proposed drainage improvement would relieve drainage issues along Parker Drive, Virginia avenue and Lewis Street. Drainage improvements would include regrading the streets to allow installation of culverts under the side roads to convey runoff, additional inlets and storm sewer drainage system. 50% of the streets will flood in a 10-year storm event based on an independent storm water modeling analysis provided by Kimley-Horn.

A drainage study was conducted by Kimley-Horn in 2018 to improve drainage for the City of Kingsville, Texas. In the consultant's analysis and preliminary design, it notes that drainage for the proposed project requires 300 linear feet of storm water conveying system and two inlets. These improvements would meet a 10-year storm event and relieve the existing drainage issues during a heavy storm event. The City adopted a Flood Damage Prevention Ordinance in 2008 to meet NFIP standards by FEMA. The City also adopted a Drainage Ordinance in 2007, and these improvements would meet the City's current ordinance.

In summary, the proposed outcome is to provide an adequate drainage system that meets Federal Regulations and City Ordinances. These improvements will provide health and public safety to the residents in the Anglewood Subdivision.

INFORMATION FOR GRANT FUNDING

Provide information for the applicable level of grant funding:

Category 1:
Study area AMHI (weighted average based on population)-$_____
(Optional – attached a copy of federal disaster declaration – flood related within the last 60 months)

Categories 2, 3, and 4

- For consideration of being outside MSA: Project is entirely located outside of an MSA - Yes ___or No X
- Project area AMHI (weighted average based on population)-$38,384
- Project area Unemployment Rate (weighted average based on population)-9.53%
- Project area Population Decline (if any) (based on sum of the population in the project areas)-2.14%
- For consideration of being an Rural Applicant: All entities within the project benefit area are outside MSAs and have populations <10,000; or the applicant is a district or municipality with a service area of 10,000 or less in population; or located in a county in which no urban area exceeds 50,000 in population - Yes X or No ___
- For consideration of being a Green or Nature-Based project: Percentage of total project costs that are considered green or nature-based- _____% (attach the calculation)

Note: If requesting grant funds that rely on a calculation of the AMHI, Unemployment Rate, or Population Decline then attach the calculation of the weighted average amounts for the project area based on the applicable U.S. Census Bureau geographic areas such as County, Place (City), Census Tract, or Block Group using the ACS data sources described in the IUP.

PRIORITIZATION CRITERIA

Rural Applicant All entities within the project benefit area are (a) outside MSAs and have populations <10,000; or (b) a district or municipality with a service area of 10,000 or less in population; or (c) a county in which no urban area exceeds 50,000 in population.	☒ Yes *(Please attach a list of all entities in the project benefit area and U.S. Census Bureau 2014-2018 American Community Survey (ACS) 5-year estimates data indicating the population of each area.)*			☐ No
Emergency Need Due to Recent or Imminent Failure or recent Flood-related Disaster Declarations. A need exists for flood hazard mitigation actions to address a clear and imminent threat to public health, safety, and welfare or property due to recent or imminent failure of existing flood infrastructure or flood-related federal or state disaster declarations within the most recent 36 months that would be significantly mitigated by the proposed project.	☐ Yes, due to a recent failure.	☐ Yes, due to imminent failure.	☐ Yes, recent flood-related disaster declaration for the proposed project area	☐ No
Distributed Benefits Is the project expected to directly benefit or include the active participation of jurisdictions other than the applicant?	☐ Yes			☐ No

Estimated Completion Date When would all project phases expected to be complete, assuming funds for the project are closed on in Fall of the current year?	☐ Within 18 months of closing ☐ Within 36 months of closing ☐ Other
Construction Projects Only (Including PAD plus Construction combined) Project is anticipated to result in an integral, reliable, and quantifiable water supply benefit to a specific water user group with an identified need. May include groundwater recharge benefits.	☐ Yes ☐ No
Construction Projects Only (Including PAD plus Construction combined) How many structures are anticipated to be removed from floodplains as a result of the proposed project?	Click or tap here to enter text.
Non-structural flood mitigation elements Non-structural flood mitigation elements constitute at least 20 percent of the total project costs.	Percentage of total project costs that are considered nature-based- Click or tap here to enter text.

Tiebreaker: **Social Vulnerability Index (SVI)**	Average SVI of benefitting area: 0.7501 - 1 Geographic basis: ☒ Census Tracts ☐ Counties *Please attach a list of the selected geographies and an explanation of why they were selected.*
Certification on MOUs (if MOUs will be required) **If no MOUs will be required, check here: ☐**	I, _____(Name), serving as _____(Title) hereby certify that _____(Applicant) has provided all eligible political subdivisions that will be required to submit a Memorandum of Understanding a copy of their proposed Memorandum of Understanding and an adequately detailed description of the proposed project. _____ _____ Signature Date

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1. Type of Assistance Requested (Check all that apply):	☒ Low Interest Loan ☒ Grant ☒ Loan/Grant Combination ☒ Local Match for Federal Funding
If requesting funds for the local cost share of a federally funded project, the name of the program:	Kingsville Master Drainage Plan – Location 6
2. County(ies) in which the project is located:	Kleberg County
3. (If applicable) Associated FEMA disaster name and number:	
4. Does the applicant have an approved Mitigation Action Plan?	
5. Is the community to be served by the project in good standing with the National Flood Insurance Program?	
6. Will this project involve enlargement of a dam or levee beyond the original footprint of the structure that existed prior to a disaster event?	N/A
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ATTACHMENT CHECKLIST

✓	N/A	Attachment Description
☐	☐	List of entities receiving the proposed MOU and project description
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☐	☐	(If applying for matching funds) Documentation of an existing federal award pending availability of local match.
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WHEREAS, <<ENTITY A>> has determined that the watershed in which the project is located is partially located within the jurisdiction of <<ENITY B>>; and

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4. <<ENTITY A>> and <<ENTITY B>> will work cooperatively for the management of the <<NAME OF WATERSHED>>.

_____

<<Responsible Official for Entity A, including Title>>
<<Entity A>>

_____

<<Responsible Official for Entity B>>
<<Entity B>>

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Due June 15, 2020 at 5:00 p.m.
Email to FIF@twdb.texas.gov

By submitting this Abridged Application, you understand and confirm that the information provided is true and correct to the best of your knowledge and further understand that the failure to submit a complete Abridged Application by the stated deadlines, or to respond in a timely manner to additional requests for information, may result in the withdrawal of the Abridged Application without review.

GENERAL INFORMATION

Entity Name
City of Kingsville
Entity Type
Local Government

Contact Who should TWDB contact with questions during the review of this submission?	**Name**	Rutilio P. Mora Jr.
	Title	City Engineer
	Phone	361-595-8004
	Email	rmora@cityofkingsville.com

PROJECT INFORMATION

Project Name	City of Kingsville Drainage Master Plan – Location 7
Amount Requested from TWDB	$1,400,000.00
Financing from Federal Sources	$
(if receiving federal funds, include the federal agency and program)	
Financing from Other Sources	$
Total Project Cost (Check here if requesting loan funds only ☐)	$1,400,000.00

Category Applied For

☐	☒	☐	☐
Category 1 Flood Protection Planning for Watersheds	Category 2 Planning, Acquisition, and Design, Construction / Rehabilitation (All combinations)	Category 3 Federal Award Matching Funds	Category 4 Measures immediately effective in protecting life and property

MINIMUM STANDARDS

Only projects that satisfy all minimum standards will be included in the prioritization.	☒	1. For applicable projects, the benefit-cost ratio of the proposed project is >1.0 or an explanation is provided.
	☒	2. For applicable projects, a proposed MOU and a project description was provided to all eligible political subdivisions and the list of political subdivisions that received this information is attached to the abridged application.
	☒	3. The applicant has acted cooperatively with other political subdivisions to address flood control needs in the area in which the eligible political subdivisions are located; and all eligible political subdivisions substantially affected by the proposed flood project have participated in the process of developing the proposed flood project.
	☒	4. The funding request does not include redundant funding for activities already performed and/or funded through another source.
	☒	5. a. The area to be served by the proposed project has floodplain ordinances in place and is currently enforcing floodplain management standards at least equivalent to National Flood Insurance Program (NFIP) minimum standards. OR
	☒	5. b. Requesting funds to fulfill additional requirements for participation in the National Flood Insurance Program.
	☒	6. The proposed project was developed using the best and most recent available data.
	☒	7. a. (Construction applicants only) Operations and maintenance costs associated with proposed facilities have been considered.
	☒	7. b. (Construction applicants only) Floodwater capture techniques have been considered.

DESCRIPTION OF PROPOSED PROJECT

The project is in the southwest side of the City of Kingsville. There are approximately 85 homes in the area and in a low to moderate income range. The total property value for this location is over $11,700,000.00. The area is located west of Perez Elementary and King High School. The drainage basin area is approximately 20.00 acres. The area drains into Escondido Creek and is located approximately 3,500 feet north of the creek. The creek flows into Baffin Bay. The current drainage does not meet a 2-year storm event. The location has drainage issues which include flooding along Pasadena Drive, flooding along the streets, particularly near the North and South Pasadena St. intersection near the existing single inlet, high water in roads and near homes, the inlet and storm sewer are insufficient and undersized, and the road capacity cannot convey design flow. Pasadena Drive is the only access into the subdivision. Pasadena Drive is a residential street that provides access to US 77 Business (Loop 428) that is an arterial road.

The proposed drainage improvements would relieve drainage issues along Pasadena Drive. Other streets affected are North and South Pasadena Drive. Drainage improvements would include channel improvements, storm sewer drainage system and additional inlets. Approximately 30% of the streets will flood in a 10-year storm event based on an independent storm water modeling analysis provided by Kimley-Horn.

A drainage study was conducted by Kimley-Horn in 2018 to improve drainage for the City of Kingsville, Texas. In the consultant's analysis and preliminary design, it notes that drainage for the proposed project requires channel excavation, 2,900 linear feet of storm water conveying system and 17 curb inlets. These improvements would meet a 10-year storm event and relieve the existing drainage issues during a heavy storm event. The City adopted a Flood Damage Prevention Ordinance in 2008 to meet NFIP standards by FEMA. The City also adopted a Drainage Ordinance in 2007, and these improvements would meet the City's current ordinance.

In summary, the proposed outcome is to provide an adequate drainage system that meets Federal Regulations and City Ordinances. These improvements will provide health and public safety to the residents in the Pasadena Place and Glover Park Subdivision.

INFORMATION FOR GRANT FUNDING

Provide information for the applicable level of grant funding:

Category 1:
Study area AMHI (weighted average based on population)-$_____
(Optional – attached a copy of federal disaster declaration – flood related within the last 60 months)

Categories 2, 3, and 4

- For consideration of being outside MSA: Project is entirely located outside of an MSA - Yes ___or No X
- Project area AMHI (weighted average based on population)-$38,384
- Project area Unemployment Rate (weighted average based on population)-9.53%
- Project area Population Decline (if any) (based on sum of the population in the project areas)-2.14%
- For consideration of being an Rural Applicant: All entities within the project benefit area are outside MSAs and have populations <10,000; or the applicant is a district or municipality with a service area of 10,000 or less in population; or located in a county in which no urban area exceeds 50,000 in population - Yes X or No ___
- For consideration of being a Green or Nature-Based project: Percentage of total project costs that are considered green or nature-based- _____% (attach the calculation)

Note: If requesting grant funds that rely on a calculation of the AMHI, Unemployment Rate, or Population Decline then attach the calculation of the weighted average amounts for the project area based on the applicable U.S. Census Bureau geographic areas such as County, Place (City), Census Tract, or Block Group using the ACS data sources described in the IUP.

PRIORITIZATION CRITERIA

Rural Applicant All entities within the project benefit area are (a) outside MSAs and have populations <10,000; or (b) a district or municipality with a service area of 10,000 or less in population; or (c) a county in which no urban area exceeds 50,000 in population.	☒ Yes *(Please attach a list of all entities in the project benefit area and U.S. Census Bureau 2014-2018 American Community Survey (ACS) 5-year estimates data indicating the population of each area.)*			☐ No
Emergency Need Due to Recent or Imminent Failure or recent Flood-related Disaster Declarations. A need exists for flood hazard mitigation actions to address a clear and imminent threat to public health, safety, and welfare or property due to recent or imminent failure of existing flood infrastructure or flood-related federal or state disaster declarations within the most recent 36 months that would be significantly mitigated by the proposed project.	☐ Yes, due to a recent failure.	☐ Yes, due to imminent failure.	☐ Yes, recent flood-related disaster declaration for the proposed project area	☐ No
Distributed Benefits Is the project expected to directly benefit or include the active participation of jurisdictions other than the applicant?	☐ Yes			☐ No

Estimated Completion Date When would all project phases expected to be complete, assuming funds for the project are closed on in Fall of the current year?	☐ Within 18 months of closing ☐ Within 36 months of closing ☐ Other
Construction Projects Only (Including PAD plus Construction combined) Project is anticipated to result in an integral, reliable, and quantifiable water supply benefit to a specific water user group with an identified need. May include groundwater recharge benefits.	☐ Yes ☐ No
Construction Projects Only (Including PAD plus Construction combined) How many structures are anticipated to be removed from floodplains as a result of the proposed project?	Click or tap here to enter text.
Non-structural flood mitigation elements Non-structural flood mitigation elements constitute at least 20 percent of the total project costs.	Percentage of total project costs that are considered nature-based- Click or tap here to enter text.

Tiebreaker: **Social Vulnerability Index (SVI)**	Average SVI of benefitting area: 0.7501 - 1 Geographic basis: ☒ Census Tracts ☐ Counties *Please attach a list of the selected geographies and an explanation of why they were selected.*
Certification on MOUs (if MOUs will be required) **If no MOUs will be required, check here: ☐**	I, _____(Name), serving as _____(Title) hereby certify that _____(Applicant) has provided all eligible political subdivisions that will be required to submit a Memorandum of Understanding a copy of their proposed Memorandum of Understanding and an adequately detailed description of the proposed project. _____ _____ Signature Date

ADDITIONAL INFORMATION FOR THE FLOOD INFORMATION CLEARINGHOUSE COMMITTEE

Responses to questions 1 through 7, along with other information included in this abridged application, will be shared with the Flood Information Clearinghouse Committee (FLICC), a new cooperative effort between the TWDB, General Land Office, Texas Division of Emergency Management, and other state and federal agencies that administer flood mitigation financial assistance programs. After review by the FLICC, the applicant may be advised of other available source(s) of funding.

1. Type of Assistance Requested (Check all that apply):	☒ Low Interest Loan ☒ Grant ☒ Loan/Grant Combination ☒ Local Match for Federal Funding
If requesting funds for the local cost share of a federally funded project, the name of the program:	Kingsville Master Drainage Plan – Location 7
2. County(ies) in which the project is located:	Kleberg County
3. (If applicable) Associated FEMA disaster name and number:	
4. Does the applicant have an approved Mitigation Action Plan?	
5. Is the community to be served by the project in good standing with the National Flood Insurance Program?	
6. Will this project involve enlargement of a dam or levee beyond the original footprint of the structure that existed prior to a disaster event?	N/A
7. Will this project mitigate a repetitive or severe repetitive loss property?	

CERTIFICATION ON ENFORCING FLOODPLAIN MANAGEMENT STANDARDS

Certification on enforcing floodplain management standards Exception: The only exception is an entity that is requesting FIF funding to fulfill additional requirements for participation in the National Flood Insurance Program. If this is the situation, check here: ☐	I, _____(Name), serving as _____(Title) hereby certify that _____(Appropriate entity for area to be served by the project) is currently enforcing floodplain management standards at least equivalent to National Flood Insurance Program (NFIP) minimum standards, but it may exceed the NFIP minimum standard. _____ _____ Signature Date

ATTACHMENT CHECKLIST

✓	N/A	Attachment Description
☐	☐	List of entities receiving the proposed MOU and project description
☐	☐	Benefit-Cost Ratio required information.
☐	☐	Documentation indicating the best/most recent data was used in the development of the proposed project.
☐	☐	Documentation demonstrating the area to be served by the proposed project has floodplain ordinances in place and the appropriate entity has certified that it is currently enforcing floodplain management standards at least equivalent to National Flood Insurance Program (NFIP) minimum standards. (The only exception is an entity that is requesting FIF funding to fulfill the requirements for participation in the National Flood Insurance Program.)
☐	☐	If requesting grant funds that rely on a calculation of the AMHI, Unemployment Rate, or Population Decline then attach the calculation of the weighted average amounts for the project area based on the applicable U.S. Census Bureau geographic areas such as County, Place (City), Census Tract, or Block Group and the ACS data sources described in the IUP.
☐	☐	If requesting prioritization points for "Rural Applicant", a list of all entities in the project benefit area and U.S. Census Bureau 2014-2018 American Community Survey (ACS) 5-year estimates data indicating the population of each area.
☐	☐	(If applying for matching funds) Documentation of an existing federal award pending availability of local match.
☐	☐	(If the project involves property acquisitions) Documentation supporting the determination that acquisitions are the best solution and the properties are a high risk.
☐	☐	(Construction projects) Description of the anticipated funding source for operations and maintenance costs.
☐	☐	(Construction projects) Map and description of area benefitting from the proposed project, including a list of all benefitting political subdivisions.
☐	☐	(If applicable) Documentation of recent or imminent infrastructure failure causing an emergency need or a flood-related federal or state disaster declaration within the most recent 36 months that would be significantly mitigated by the proposed project.
☐	☐	List and explanation of geographies used to determine average SVI.
☐	☐	Certification on enforcing floodplain management standards for all applicable areas
☐	☐	Additional Information for the Flood Information Clearinghouse Committee

IUP ATTACHMENT 2: Memorandum of Understanding Template

TEXAS WATER CODE SECTION 15.005 MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding (MOU) between the <<GOVERNING BODY>> of <<ENTITY A>> (the "<<ENTITY A>>") and the <<GOVERNING BODY>> of <<ENTITY B>> (the "<<ENTITY B>>"). <<MAY INCLUDE ADDITIONAL GOVERNING BODIES/POLITICAL SUBDIVISIONS OR MAY DEVELOP INDIVIDUAL MOUs WITH EACH POLITICAL SUBDIVISION WITHIN THE WATERSHED (see instructions in Flood IUP)>>

WHEREAS, pursuant to Texas Water Code § 15.005 and 31 Texas Administrative Code § 363.408, if the Executive Administrator determines that an application has flood control as one of its purposes and that the watershed in which the project is located is partially located outside the political subdivision making the application, the applicant must submit a written memorandum of understanding relating to the management of the watershed in which the project is to be located, signed by all governing bodies of eligible political subdivisions located in the project watershed; and

WHEREAS, <<ENTITY A>> has filed an application with the Texas Water Development Board for funding a project that has flood control as one of its purposes; and

WHEREAS, <<ENTITY A>> has determined that the watershed in which the project is located is partially located within the jurisdiction of <<ENITY B>>; and

NOW THEREFORE, in consideration of the benefits to the <<APPLICABLE/NAME OF>> Watershed and the State of Texas, <<ENTITY A>> and <<ENTITY B>> agree to the following:

1. <<ENTITY A>> will provide <<ANNUAL/QUARTERLY/MONTHLY>>progress updates to <<ENTITY B>> as the project develops and changes.
2. <<ENTITY A>> will notify <<ENTITY B>> of any potential change in impacts to <<ENTITY B>> within the <<QUARTER/MONTH>> of the identified change.
3. <<ENTITY B>> will provide constructive input to <<ENTITY A>> as the project develops and changes.
4. <<ENTITY A>> and <<ENTITY B>> will work cooperatively for the management of the <<NAME OF WATERSHED>>.

_____

<<Responsible Official for Entity A, including Title>>
<<Entity A>>

_____

<<Responsible Official for Entity B>>
<<Entity B>>

SFY 2020 Flood Project Abridged Application

Due June 15, 2020 at 5:00 p.m.
Email to FIF@twdb.texas.gov

By submitting this Abridged Application, you understand and confirm that the information provided is true and correct to the best of your knowledge and further understand that the failure to submit a complete Abridged Application by the stated deadlines, or to respond in a timely manner to additional requests for information, may result in the withdrawal of the Abridged Application without review.

GENERAL INFORMATION

Entity Name
City of Kingsville
Entity Type
Local Government

Contact Who should TWDB contact with questions during the review of this submission?	**Name**	Rutilio P. Mora Jr.
	Title	City Engineer
	Phone	361-595-8004
	Email	rmora@cityofkingsville.com

PROJECT INFORMATION

Project Name	City of Kingsville Drainage Master Plan – Location 9
Amount Requested from TWDB	$5,600,000.00
Financing from Federal Sources	$
(if receiving federal funds, include the federal agency and program)	
Financing from Other Sources	$
Total Project Cost (Check here if requesting loan funds only ☐)	$5,600,000.00

Category Applied For

☐	☒	☐	☐
Category 1 Flood Protection Planning for Watersheds	Category 2 Planning, Acquisition, and Design, Construction / Rehabilitation (All combinations)	Category 3 Federal Award Matching Funds	Category 4 Measures immediately effective in protecting life and property

MINIMUM STANDARDS

Only projects that satisfy all minimum standards will be included in the prioritization.	☒	1. For applicable projects, the benefit-cost ratio of the proposed project is >1.0 or an explanation is provided.
	☒	2. For applicable projects, a proposed MOU and a project description was provided to all eligible political subdivisions and the list of political subdivisions that received this information is attached to the abridged application.
	☒	3. The applicant has acted cooperatively with other political subdivisions to address flood control needs in the area in which the eligible political subdivisions are located; and all eligible political subdivisions substantially affected by the proposed flood project have participated in the process of developing the proposed flood project.
	☒	4. The funding request does not include redundant funding for activities already performed and/or funded through another source.
	☒	5. a. The area to be served by the proposed project has floodplain ordinances in place and is currently enforcing floodplain management standards at least equivalent to National Flood Insurance Program (NFIP) minimum standards. OR
	☒	5. b. Requesting funds to fulfill additional requirements for participation in the National Flood Insurance Program.
	☒	6. The proposed project was developed using the best and most recent available data.
	☒	7. a. (Construction applicants only) Operations and maintenance costs associated with proposed facilities have been considered.
	☒	7. b. (Construction applicants only) Floodwater capture techniques have been considered.

DESCRIPTION OF PROPOSED PROJECT

The project is in the north side of the City of Kingsville. There are approximately 20 homes in the area and in a low to moderate income range. The total property value for this location is over $2,300,000.00. The area is located north of John S. Gillett Intermediate School. The drainage basin area is approximately 16.00 acres. The area drains into _____ Creek and is located approximately _____ feet _____ of the creek. The creek flows into Baffin Bay. The current drainage does not meet a 2-year storm event. The location has drainage issues which include flooding along Corral Avenue (FM 1898) and 17th Street, flooding along the streets and standing water, lack of storm sewer in 17th St. and other areas to the south, the inlets and storm sewer are insufficient, and the street does not have the capacity for design storm. The City's Public Works Department is located on the Northeast side of the intersection of Corral Avenue and N. 17th Street. Corral Avenue is a arterial road and used to access US Hwy 77 Bypass.

The proposed drainage improvements would relieve drainage issues along Corral Avenue (FM 1898) and 17th Street. Drainage improvements would include offsite channel improvements, storm sewer drainage system and additional inlets. Approximately 100% of the streets will flood in a 10-year storm event based on an independent storm water modeling analysis provided by Kimley-Horn.

A drainage study was conducted by Kimley-Horn in 2018 to improve drainage for the City of Kingsville, Texas. In the consultant's analysis and preliminary design, it notes that drainage for the proposed project requires 8,000 linear feet of storm water conveying system, 15 curb inlets and 9 curb inlet extensions. These improvements would meet a 10-year storm event and relieve the existing drainage issues during a heavy storm event. The City adopted a Flood Damage Prevention Ordinance in 2008 to meet NFIP standards by FEMA. The City also adopted a Drainage Ordinance in 2007, and these improvements would meet the City's current ordinance.

In summary, the proposed outcome is to provide an adequate drainage system that meets Federal Regulations and City Ordinances. These improvements will provide health and public safety to the residents in the Garcia Acres, Corral and Garlington Park Subdivision.

INFORMATION FOR GRANT FUNDING

Provide information for the applicable level of grant funding:

Category 1:
Study area AMHI (weighted average based on population)-$_____
(Optional – attached a copy of federal disaster declaration – flood related within the last 60 months)

Categories 2, 3, and 4

- For consideration of being outside MSA: Project is entirely located outside of an MSA - Yes ___or No X
- Project area AMHI (weighted average based on population)-$38,384
- Project area Unemployment Rate (weighted average based on population)-9.53%
- Project area Population Decline (if any) (based on sum of the population in the project areas)-2.14%
- For consideration of being an Rural Applicant: All entities within the project benefit area are outside MSAs and have populations <10,000; or the applicant is a district or municipality with a service area of 10,000 or less in population; or located in a county in which no urban area exceeds 50,000 in population - Yes X or No ___
- For consideration of being a Green or Nature-Based project: Percentage of total project costs that are considered green or nature-based- _____% (attach the calculation)

Note: If requesting grant funds that rely on a calculation of the AMHI, Unemployment Rate, or Population Decline then attach the calculation of the weighted average amounts for the project area based on the applicable U.S. Census Bureau geographic areas such as County, Place (City), Census Tract, or Block Group using the ACS data sources described in the IUP.

PRIORITIZATION CRITERIA

Rural Applicant All entities within the project benefit area are (a) outside MSAs and have populations <10,000; or (b) a district or municipality with a service area of 10,000 or less in population; or (c) a county in which no urban area exceeds 50,000 in population.	☒ Yes *(Please attach a list of all entities in the project benefit area and U.S. Census Bureau 2014-2018 American Community Survey (ACS) 5-year estimates data indicating the population of each area.)*			☐ No
Emergency Need Due to Recent or Imminent Failure or recent Flood-related Disaster Declarations. A need exists for flood hazard mitigation actions to address a clear and imminent threat to public health, safety, and welfare or property due to recent or imminent failure of existing flood infrastructure or flood-related federal or state disaster declarations within the most recent 36 months that would be significantly mitigated by the proposed project.	☐ Yes, due to a recent failure.	☐ Yes, due to imminent failure.	☐ Yes, recent flood-related disaster declaration for the proposed project area	☐ No
Distributed Benefits Is the project expected to directly benefit or include the active participation of jurisdictions other than the applicant?	☐ Yes			☐ No

Estimated Completion Date When would all project phases expected to be complete, assuming funds for the project are closed on in Fall of the current year?	☐ Within 18 months of closing ☐ Within 36 months of closing ☐ Other
Construction Projects Only (Including PAD plus Construction combined) Project is anticipated to result in an integral, reliable, and quantifiable water supply benefit to a specific water user group with an identified need. May include groundwater recharge benefits.	☐ Yes ☐ No
Construction Projects Only (Including PAD plus Construction combined) How many structures are anticipated to be removed from floodplains as a result of the proposed project?	Click or tap here to enter text.
Non-structural flood mitigation elements Non-structural flood mitigation elements constitute at least 20 percent of the total project costs.	Percentage of total project costs that are considered nature-based- Click or tap here to enter text.

Tiebreaker: **Social Vulnerability Index (SVI)**	Average SVI of benefitting area: 0.7501 - 1 Geographic basis: ☒ Census Tracts ☐ Counties *Please attach a list of the selected geographies and an explanation of why they were selected.*
Certification on MOUs (if MOUs will be required) **If no MOUs will be required, check here: ☐**	I, _____(Name), serving as _____(Title) hereby certify that _____(Applicant) has provided all eligible political subdivisions that will be required to submit a Memorandum of Understanding a copy of their proposed Memorandum of Understanding and an adequately detailed description of the proposed project. _____ _____ Signature Date

ADDITIONAL INFORMATION FOR THE FLOOD INFORMATION CLEARINGHOUSE COMMITTEE

Responses to questions 1 through 7, along with other information included in this abridged application, will be shared with the Flood Information Clearinghouse Committee (FLICC), a new cooperative effort between the TWDB, General Land Office, Texas Division of Emergency Management, and other state and federal agencies that administer flood mitigation financial assistance programs. After review by the FLICC, the applicant may be advised of other available source(s) of funding.

1. Type of Assistance Requested (Check all that apply):	☒ Low Interest Loan ☒ Grant ☒ Loan/Grant Combination ☒ Local Match for Federal Funding
If requesting funds for the local cost share of a federally funded project, the name of the program:	Kingsville Master Drainage Plan – Location 9
2. County(ies) in which the project is located:	Kleberg County
3. (If applicable) Associated FEMA disaster name and number:	
4. Does the applicant have an approved Mitigation Action Plan?	
5. Is the community to be served by the project in good standing with the National Flood Insurance Program?	
6. Will this project involve enlargement of a dam or levee beyond the original footprint of the structure that existed prior to a disaster event?	N/A
7. Will this project mitigate a repetitive or severe repetitive loss property?	

CERTIFICATION ON ENFORCING FLOODPLAIN MANAGEMENT STANDARDS

Certification on enforcing floodplain management standards Exception: The only exception is an entity that is requesting FIF funding to fulfill additional requirements for participation in the National Flood Insurance Program. If this is the situation, check here: ☐	I, _____(Name), serving as _____(Title) hereby certify that _____(Appropriate entity for area to be served by the project) is currently enforcing floodplain management standards at least equivalent to National Flood Insurance Program (NFIP) minimum standards, but it may exceed the NFIP minimum standard. _____ _____ Signature Date

ATTACHMENT CHECKLIST

✓	N/A	Attachment Description
☐	☐	List of entities receiving the proposed MOU and project description
☐	☐	Benefit-Cost Ratio required information.
☐	☐	Documentation indicating the best/most recent data was used in the development of the proposed project.
☐	☐	Documentation demonstrating the area to be served by the proposed project has floodplain ordinances in place and the appropriate entity has certified that it is currently enforcing floodplain management standards at least equivalent to National Flood Insurance Program (NFIP) minimum standards. (The only exception is an entity that is requesting FIF funding to fulfill the requirements for participation in the National Flood Insurance Program.)
☐	☐	If requesting grant funds that rely on a calculation of the AMHI, Unemployment Rate, or Population Decline then attach the calculation of the weighted average amounts for the project area based on the applicable U.S. Census Bureau geographic areas such as County, Place (City), Census Tract, or Block Group and the ACS data sources described in the IUP.
☐	☐	If requesting prioritization points for "Rural Applicant", a list of all entities in the project benefit area and U.S. Census Bureau 2014-2018 American Community Survey (ACS) 5-year estimates data indicating the population of each area.
☐	☐	(If applying for matching funds) Documentation of an existing federal award pending availability of local match.
☐	☐	(If the project involves property acquisitions) Documentation supporting the determination that acquisitions are the best solution and the properties are a high risk.
☐	☐	(Construction projects) Description of the anticipated funding source for operations and maintenance costs.
☐	☐	(Construction projects) Map and description of area benefitting from the proposed project, including a list of all benefitting political subdivisions.
☐	☐	(If applicable) Documentation of recent or imminent infrastructure failure causing an emergency need or a flood-related federal or state disaster declaration within the most recent 36 months that would be significantly mitigated by the proposed project.
☐	☐	List and explanation of geographies used to determine average SVI.
☐	☐	Certification on enforcing floodplain management standards for all applicable areas
☐	☐	Additional Information for the Flood Information Clearinghouse Committee

IUP ATTACHMENT 2: Memorandum of Understanding Template

TEXAS WATER CODE SECTION 15.005 MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding (MOU) between the <<GOVERNING BODY>> of <<ENTITY A>> (the "<<ENTITY A>>") and the <<GOVERNING BODY>> of <<ENTITY B>> (the "<<ENTITY B>>"). <<MAY INCLUDE ADDITIONAL GOVERNING BODIES/POLITICAL SUBDIVISIONS OR MAY DEVELOP INDIVIDUAL MOUs WITH EACH POLITICAL SUBDIVISION WITHIN THE WATERSHED (see instructions in Flood IUP)>>

WHEREAS, pursuant to Texas Water Code § 15.005 and 31 Texas Administrative Code § 363.408, if the Executive Administrator determines that an application has flood control as one of its purposes and that the watershed in which the project is located is partially located outside the political subdivision making the application, the applicant must submit a written memorandum of understanding relating to the management of the watershed in which the project is to be located, signed by all governing bodies of eligible political subdivisions located in the project watershed; and

WHEREAS, <<ENTITY A>> has filed an application with the Texas Water Development Board for funding a project that has flood control as one of its purposes; and

WHEREAS, <<ENTITY A>> has determined that the watershed in which the project is located is partially located within the jurisdiction of <<ENITY B>>; and

NOW THEREFORE, in consideration of the benefits to the <<APPLICABLE/NAME OF>> Watershed and the State of Texas, <<ENTITY A>> and <<ENTITY B>> agree to the following:

1. <<ENTITY A>> will provide <<ANNUAL/QUARTERLY/MONTHLY>>progress updates to <<ENTITY B>> as the project develops and changes.
2. <<ENTITY A>> will notify <<ENTITY B>> of any potential change in impacts to <<ENTITY B>> within the <<QUARTER/MONTH>> of the identified change.
3. <<ENTITY B>> will provide constructive input to <<ENTITY A>> as the project develops and changes.
4. <<ENTITY A>> and <<ENTITY B>> will work cooperatively for the management of the <<NAME OF WATERSHED>>.

_____

<<Responsible Official for Entity A, including Title>>
<<Entity A>>

_____

<<Responsible Official for Entity B>>
<<Entity B>>







City of Kingsville City-Wide

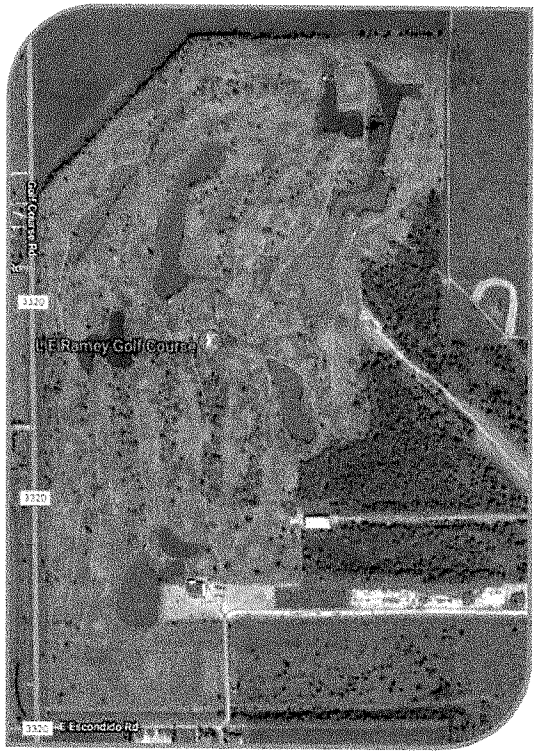
Drainage Master Plan

September 24, 2018

Kimley»Horn

Kingsville's Drainage Master Plan

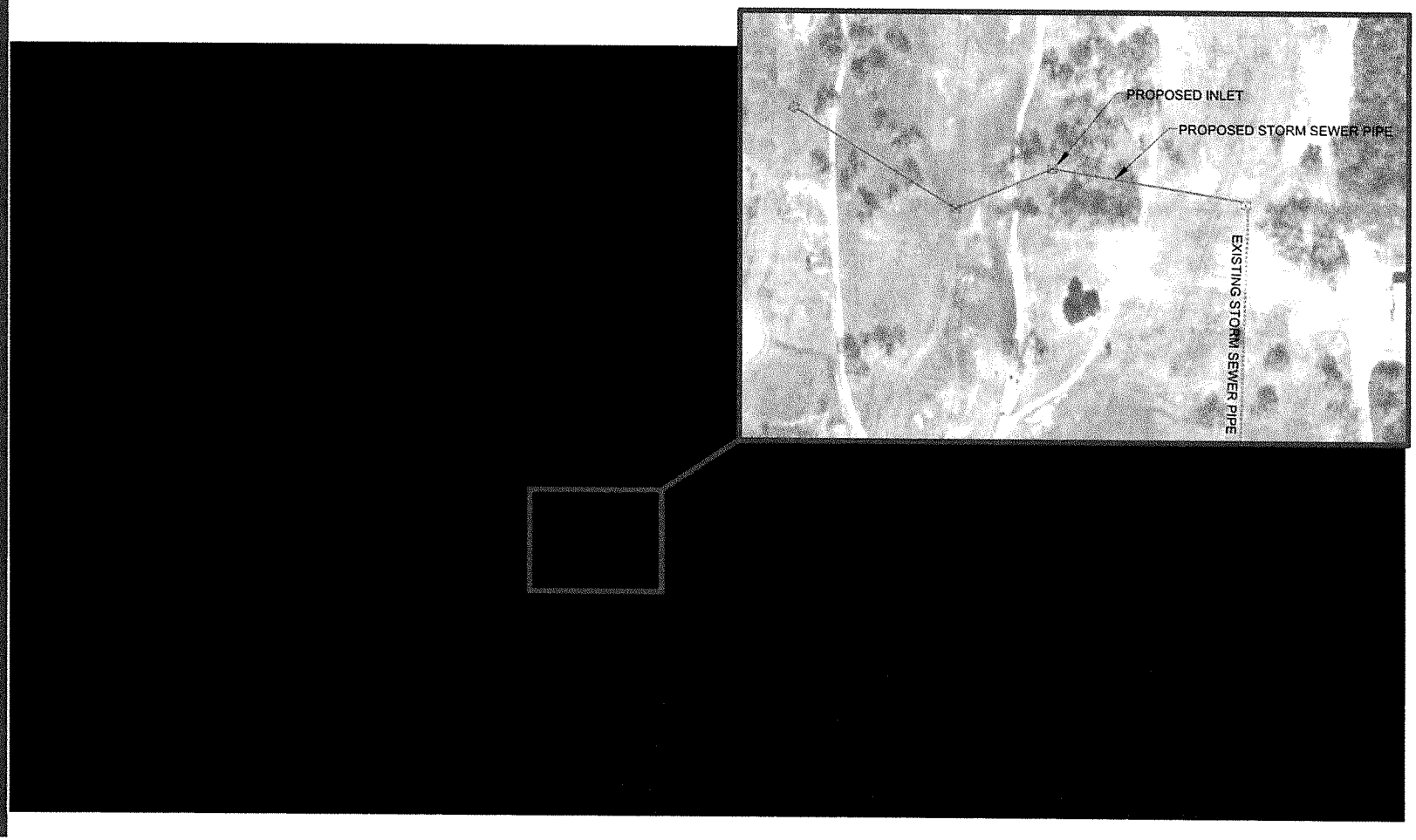
- **Phase I – Conceptual Drainage Improvements to the L.E. Ramey Golf Course**
  - **Completed August 2017**
- **Phase II – Conceptual Drainage Improvements for 9 specific locations City-wide**
  - **Commencing January 2018**
  - **Completion date of August 2018**
  - **Presentation date – September 2018**



Kingsville TEXAS

Kimley»Horn

Phase I: L.E. Ramey Golf Course



Phase II: Resident Survey

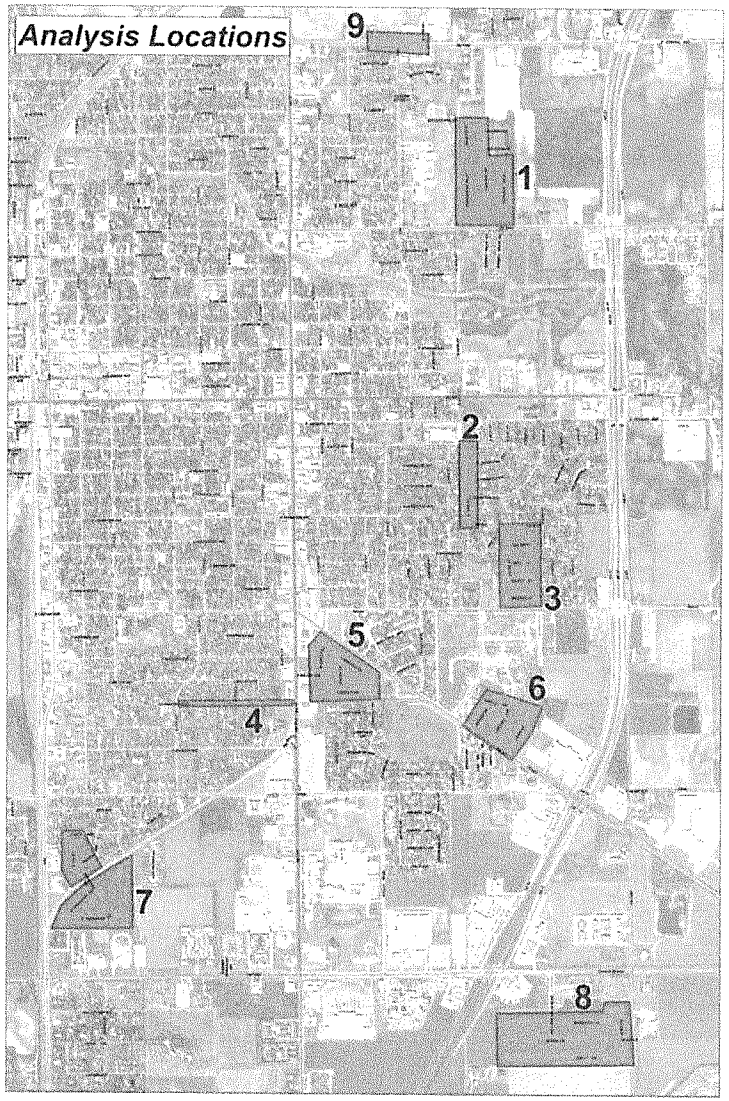
- Provide the closest intersection or address of the location of interest.
- Provide more description of the location where the issue is. (I.e., "approximately 20 feet east of the southwest corner of the house")
- Provide commentary on why this location was selected. (I.e., "I've seen 1 foot of water ponded at the existing grate inlet at this location.")
- How often are these issues occurring at this location?
- What kind of impact does this have on your daily routine? (I.e., does this issue cause a road to be impassable? Is a habitable structure in danger due to this issue?)
- In your opinion, is this issue a result of lack of maintenance?
- As a Kingsville resident, are you willing to pay additional fees to fund the remediation of this facility?

https://www.surveymonkey.com/r/X57NN3W

City of Kingsville TEXAS

Kimley»Horn

Analysis Locations



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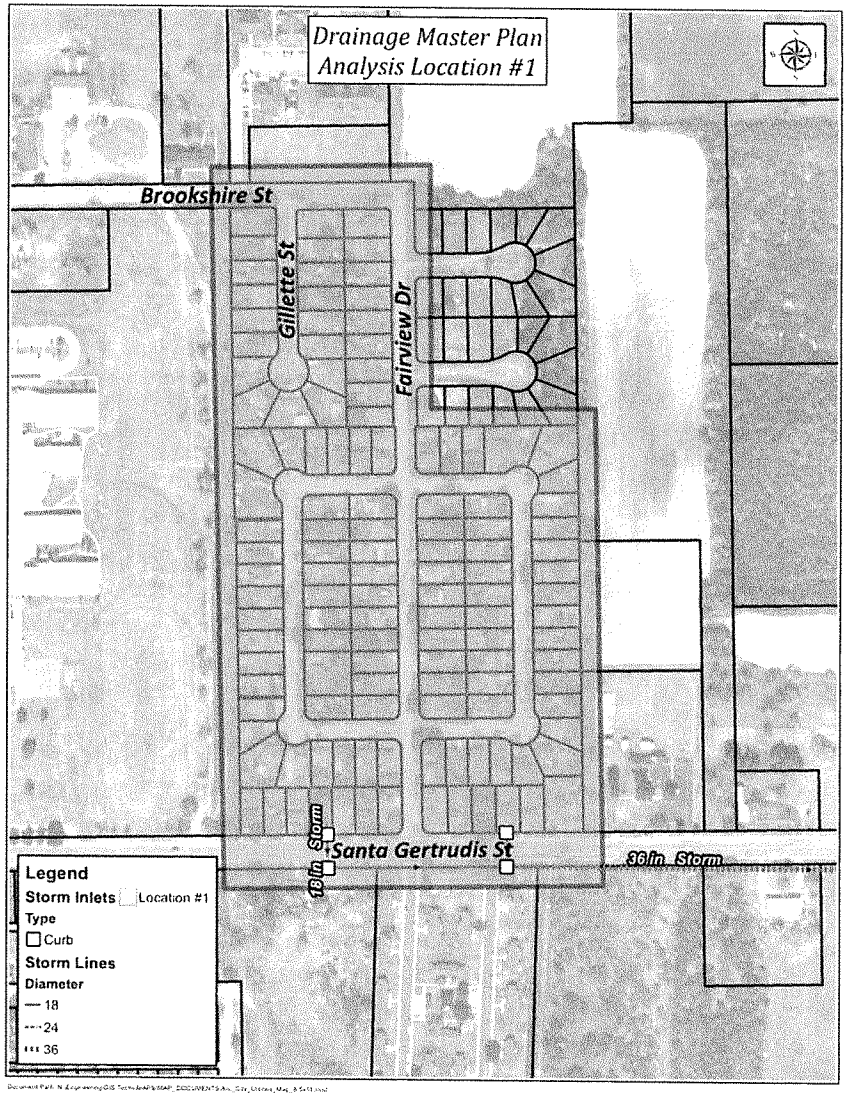
Location 1

Fairview Dr. between E. Santa Gertrudis Ave. & Brookshire St.

Drainage Issues:

- **Flooding issues along Fairview Dr.**
- **Stalled vehicles during heavy rainfall events**

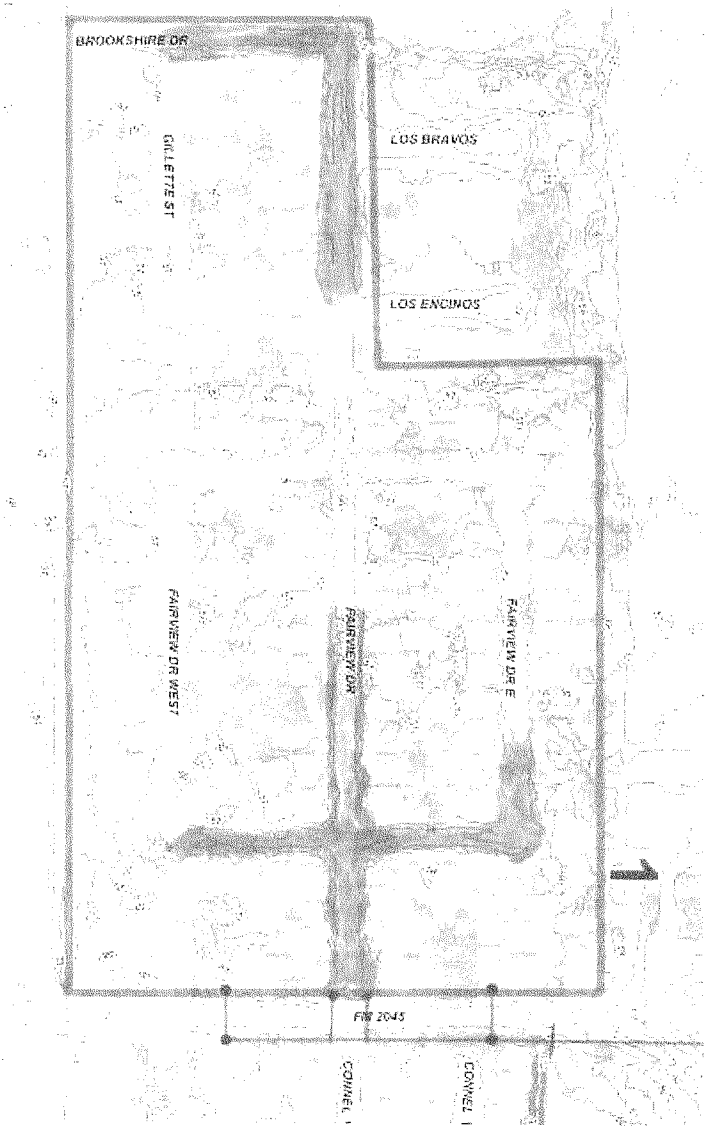


Location 1

Fairview Dr. between E. Santa Gertrudis Ave. & Brookshire St.

Drainage Issues:

- **Inlets and storm sewer are insufficient**
- **Runoff exceed capacity of the roadway to the north and south**

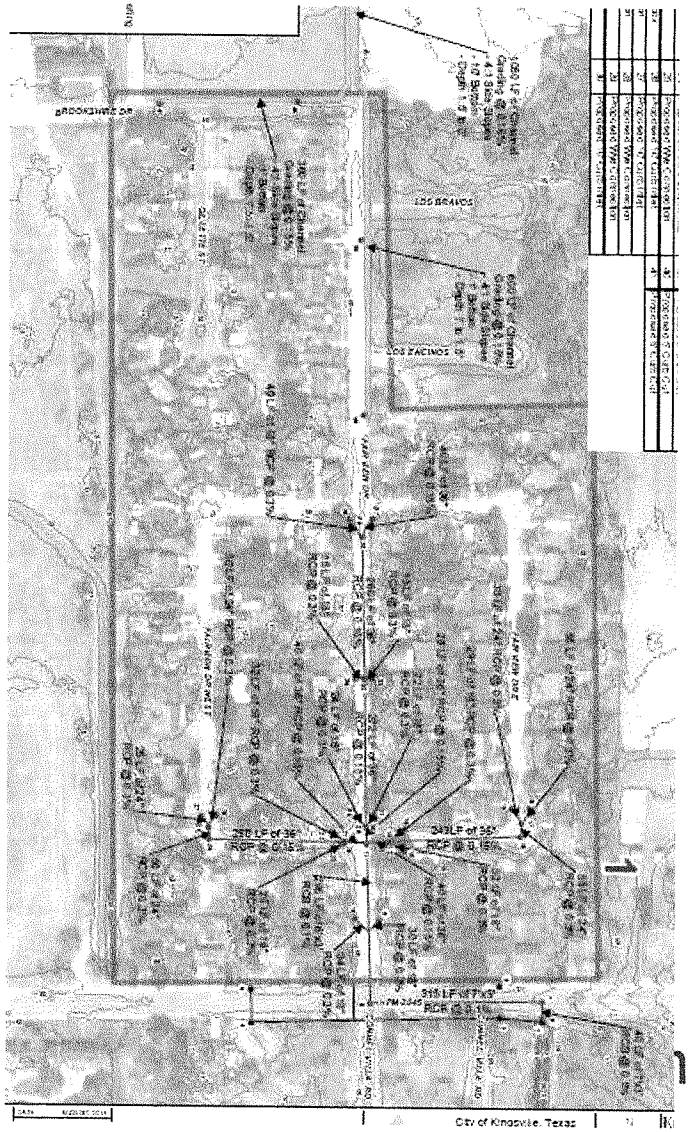


Location 1

Fairview Dr. between E. Santa Gertrudis Ave. & Brookshire St.

Drainage Improvements to meet City criteria:

- Additional inlets and storm sewer
- Offsite channel improvements
- $1,400,000

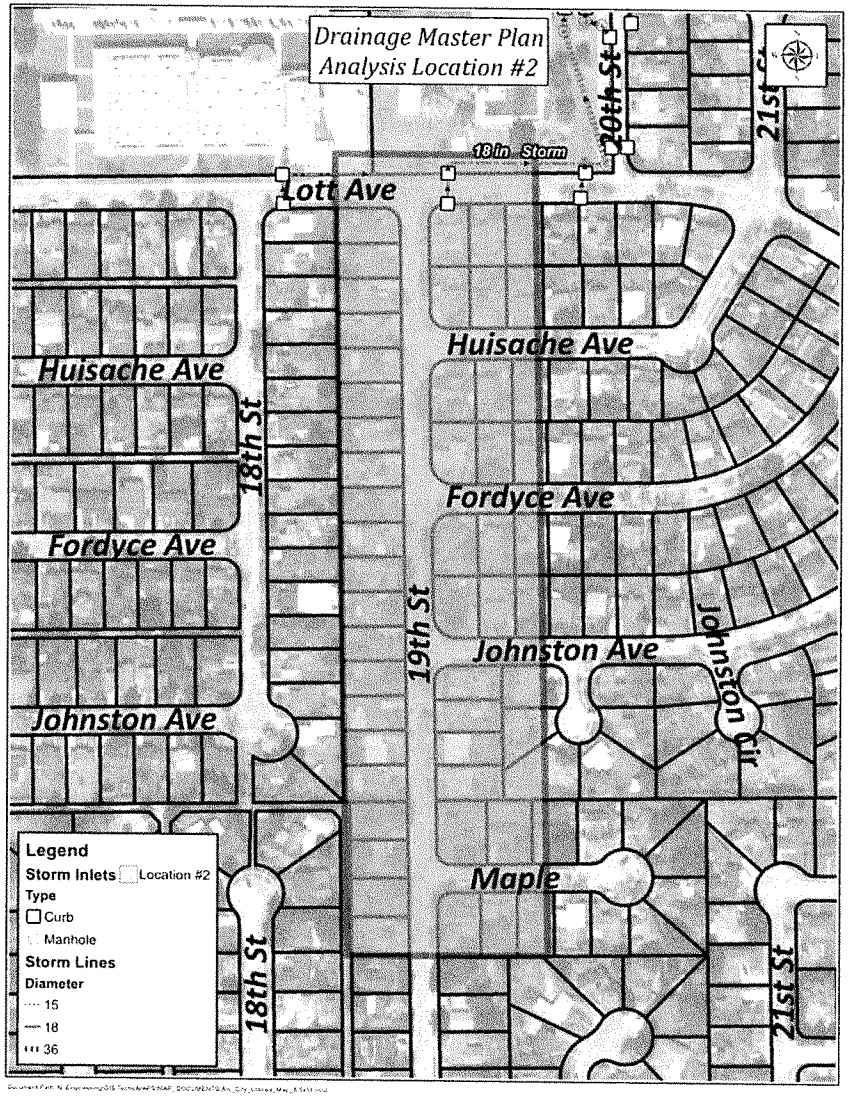


Location 2

19th St. from E. Lott Ave. to Maple St.

Drainage Issues:

- Flooding issues along roads
- Impassable roads; trouble entering driveways

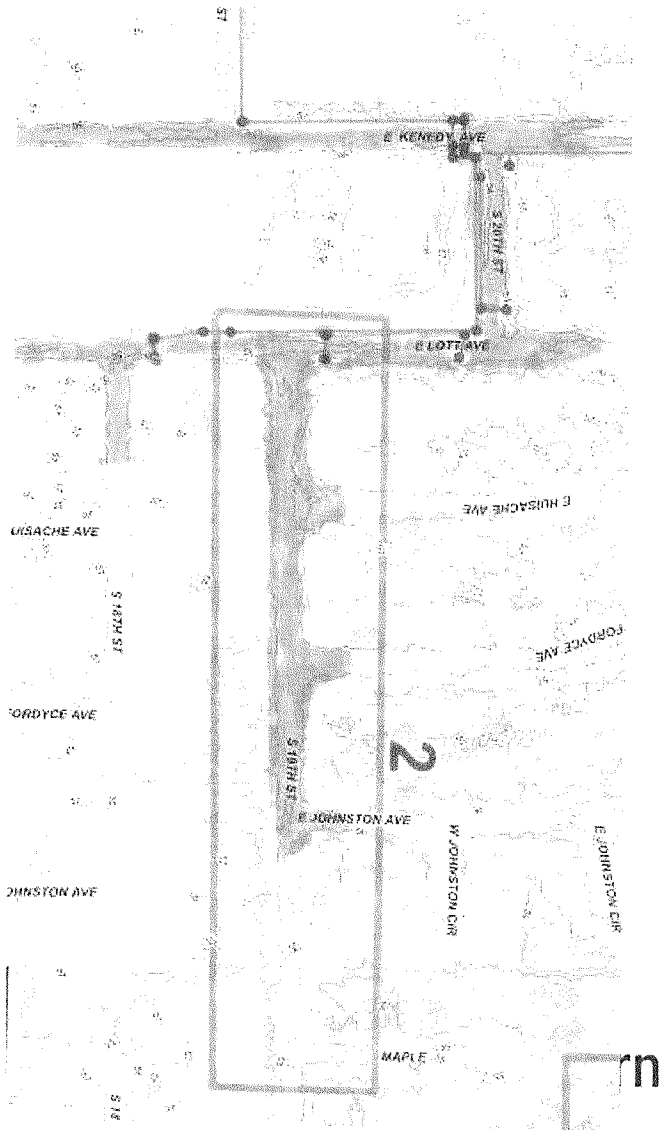


Location 2

19th St. from E. Lott Ave. to Maple St.

Downstream S:

- No inlets or storm sewer in the area of interest
- Undersized facilities downstream of area of interest

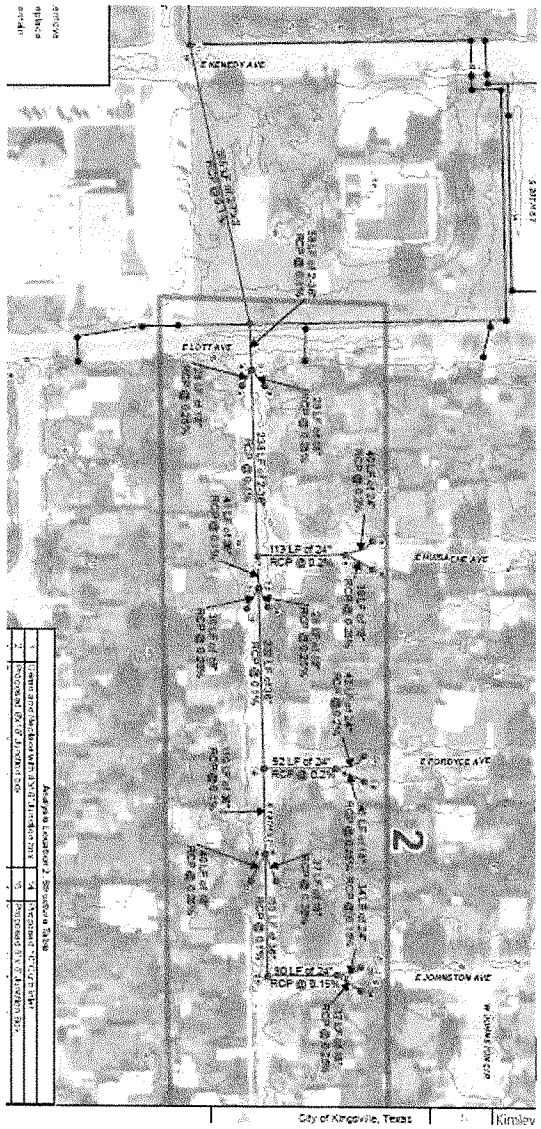


Location 2

19th St. from E. Lott Ave. to Maple St.

Drainage Solutions:

- New storm sewer and inlets along 19th St and side streets
- New culvert to bypass Lott Avenue and 20th Street systems
- $1,400,000



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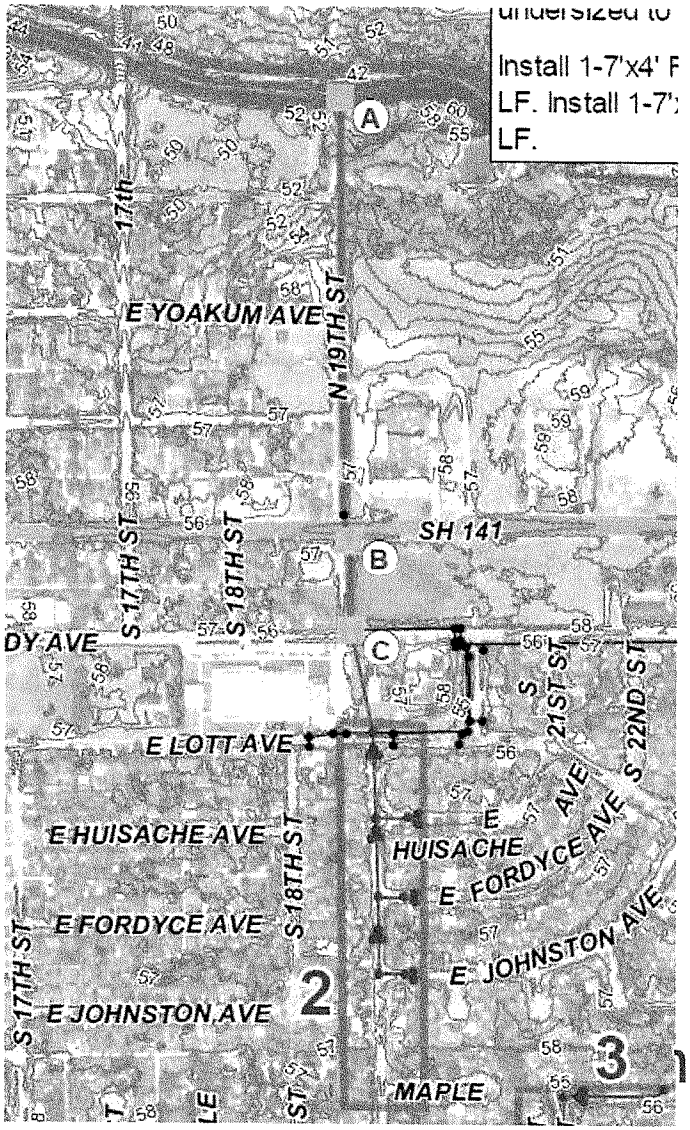
Location 2

19th St. from E. Lott Ave. to Maple St.

Potential Downstream Improvements:

- Approximately 1,800 feet of culvert to convey 100-year flow to river
- $2,200,000

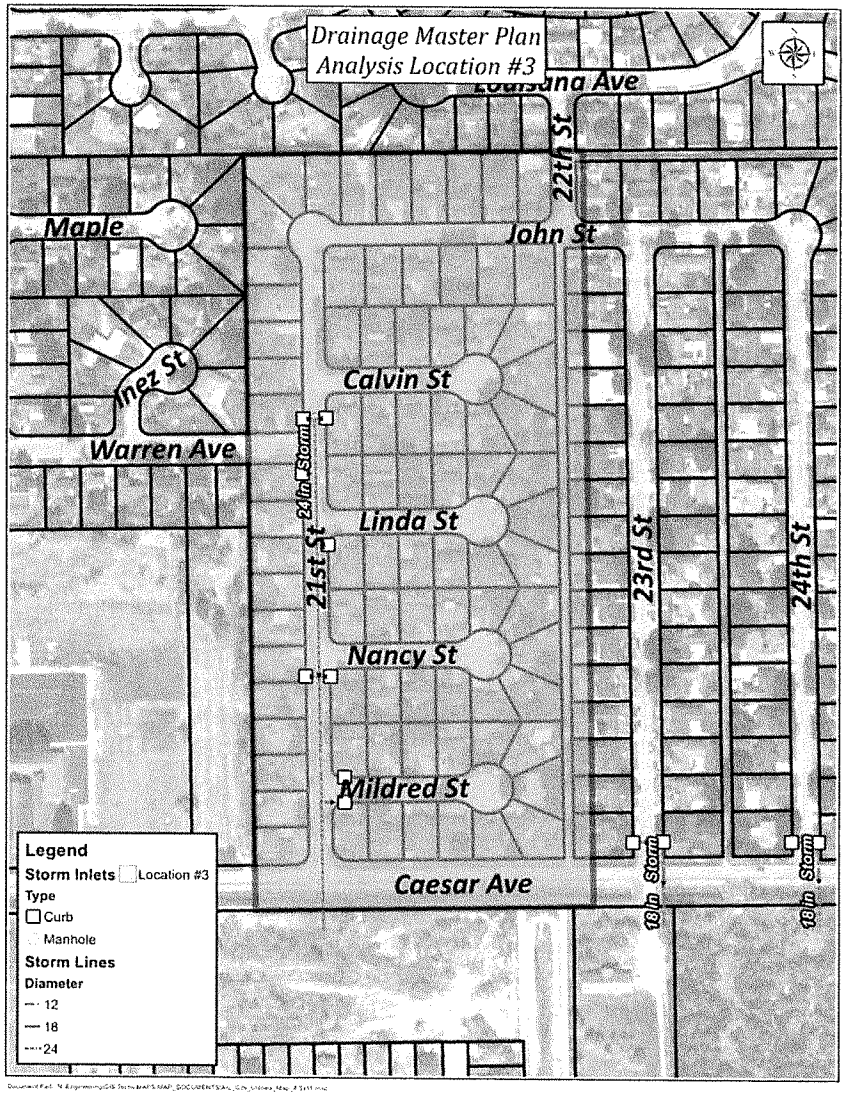


Location 3

The neighborhood on 21st St. from John St. to Caesar Ave.

Drainage Issues:

- **Flooding issues in streets**
- **Impassable roads; danger of stalled vehicles**

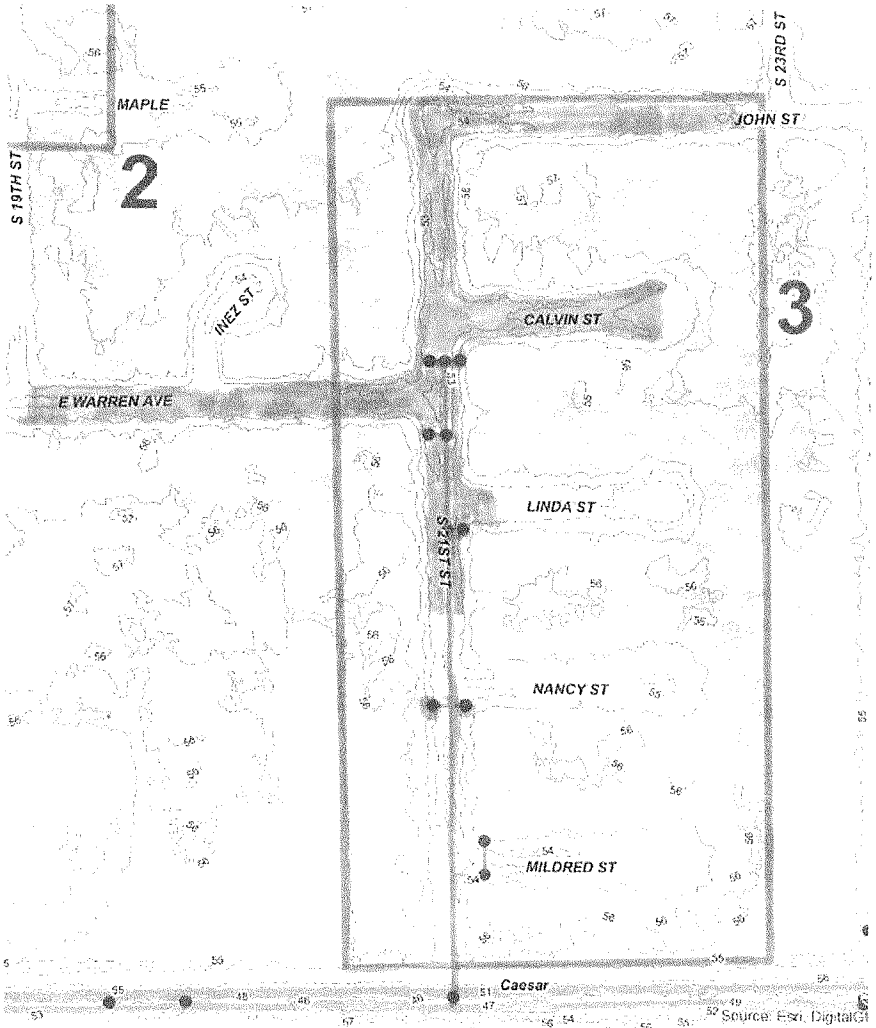


Location 3

The neighborhood on 21st St. from John St. to Caesar Ave.

Drainage Issues:

- Low point at Warren and 21st has no inlets and no positive overflow path
- Storm sewer is undersized

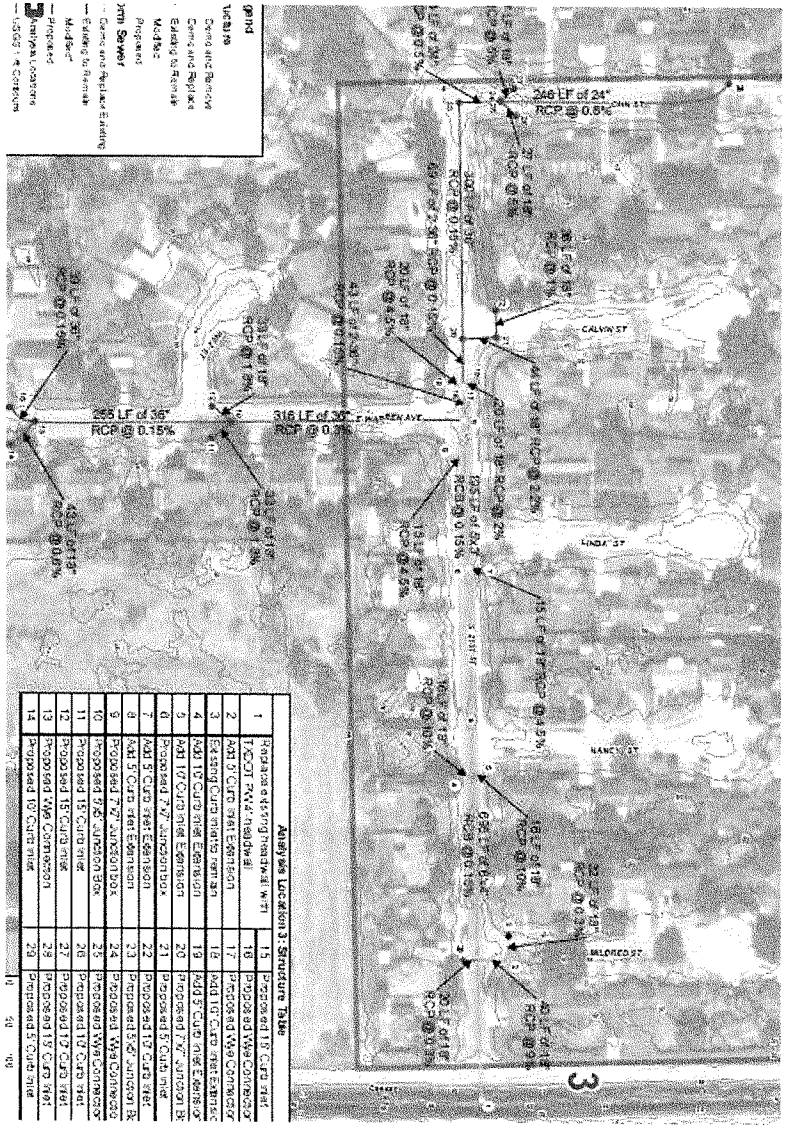


Location 3

The neighborhood on 21st St. from John St. to Caesar Ave.

Drainage Solutions:

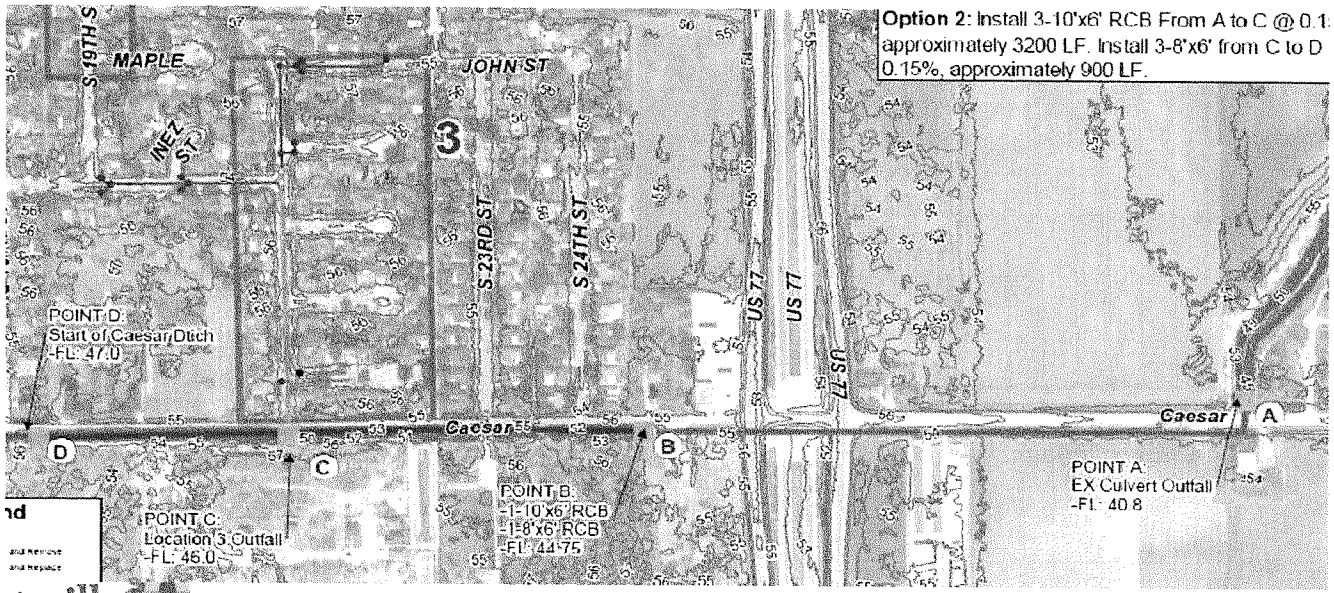
- **Install inlets along Warren, 19th, and side streets**
- **Construct additional storm sewer**
- **$1,500,000**



Location 3 - The neighborhood on 21st St. from John St. to Caesar Ave.

Potential Downstream Improvements:

- **Option 1 – Concrete Ceasar Ditch for 2100 feet - $6,600,000**
- **Option 2 – Replace ditch with 4100 feet of culvert system - $20,000,000**



Kingsville TEXAS

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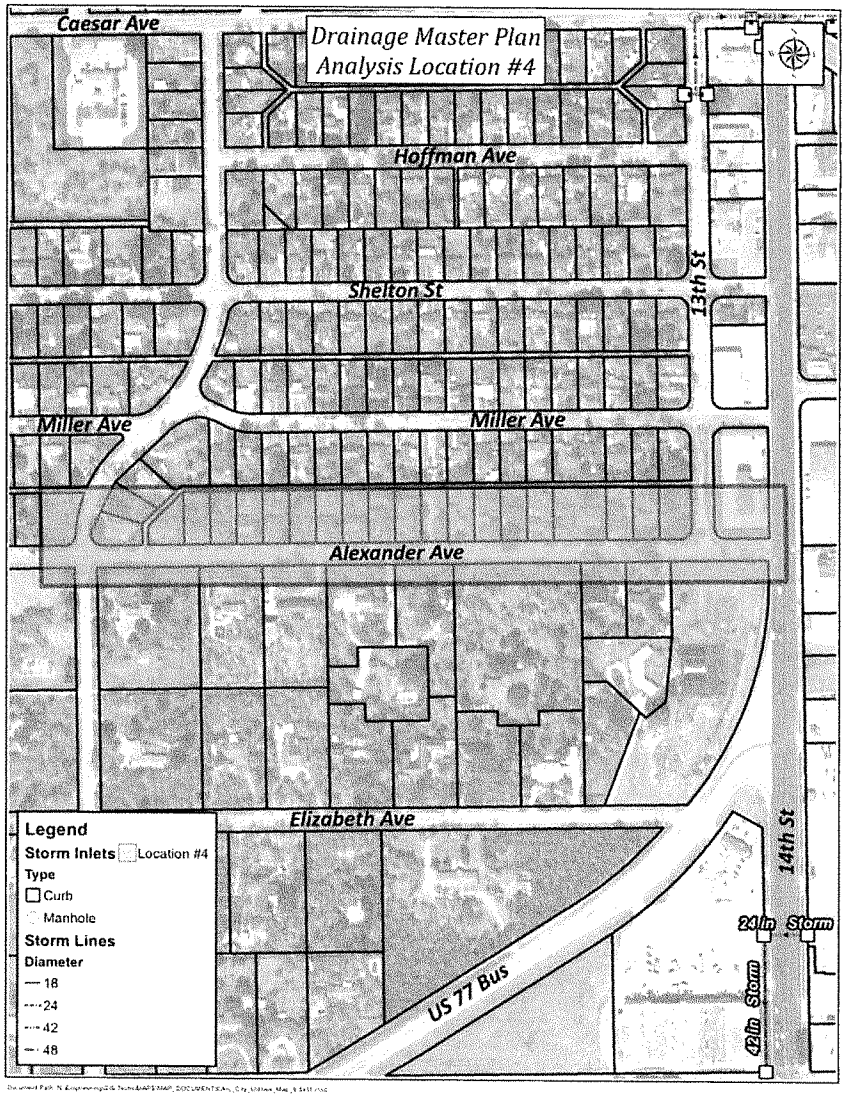
Location 4

Alexander Ave. from 11th St. to 14th St.

Drainage Issues:

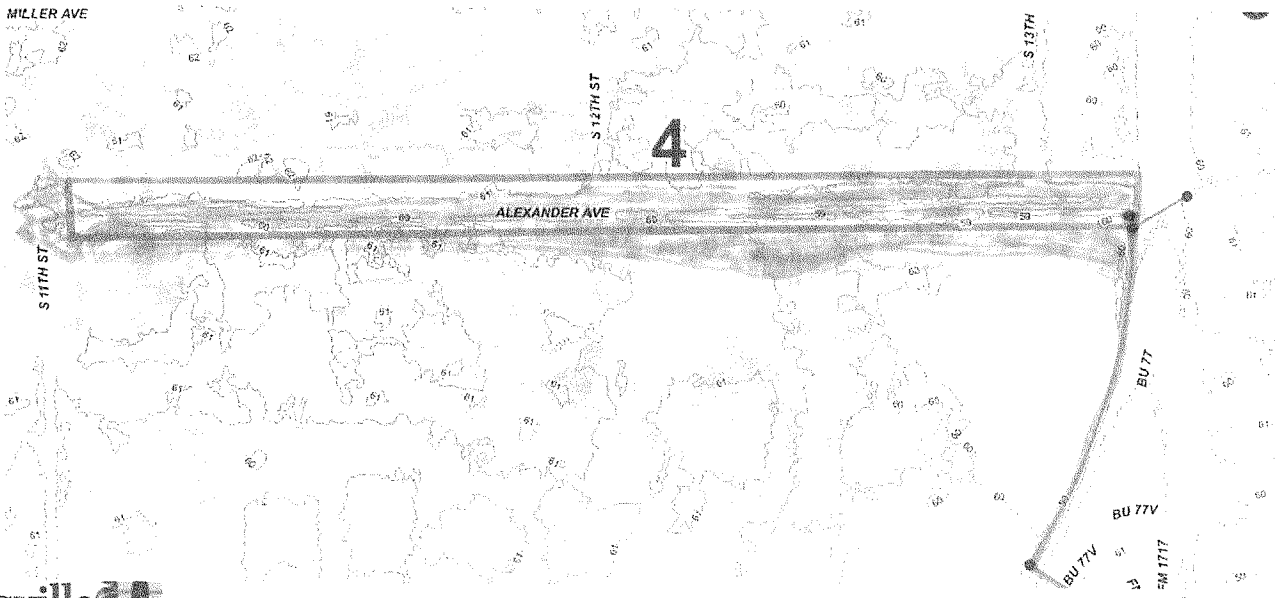
- Issues with positive drainage along ditch on south side of Alexander Ave.
- Ditch stands full of water for days; sometimes causing flooded streets and residents' yards



Location 4 - Alexander Ave. from 11th St. to 14th St.

Drainage Issues:

- Channel has inadequate capacity
- Driveway culverts are undersized



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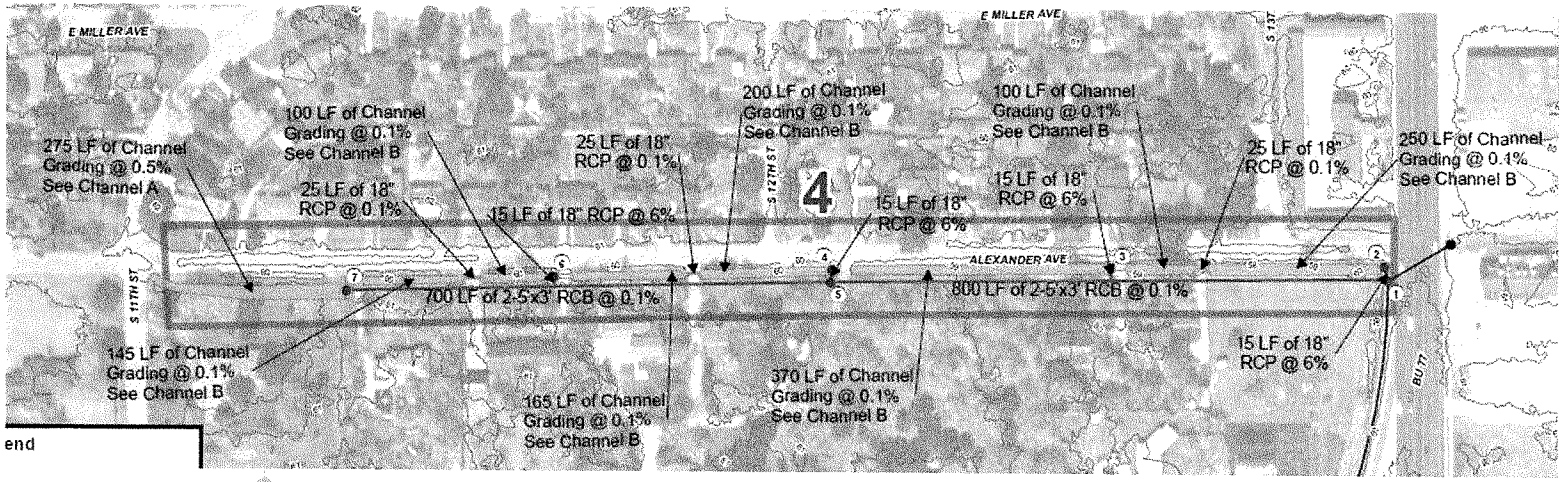
Location 4 - Alexander Ave. from 11th St. to 14th St.

Drainage Solutions:

- Improvements to the existing ditch
- Adjacent culvert to convey design flow
- $1,900,000



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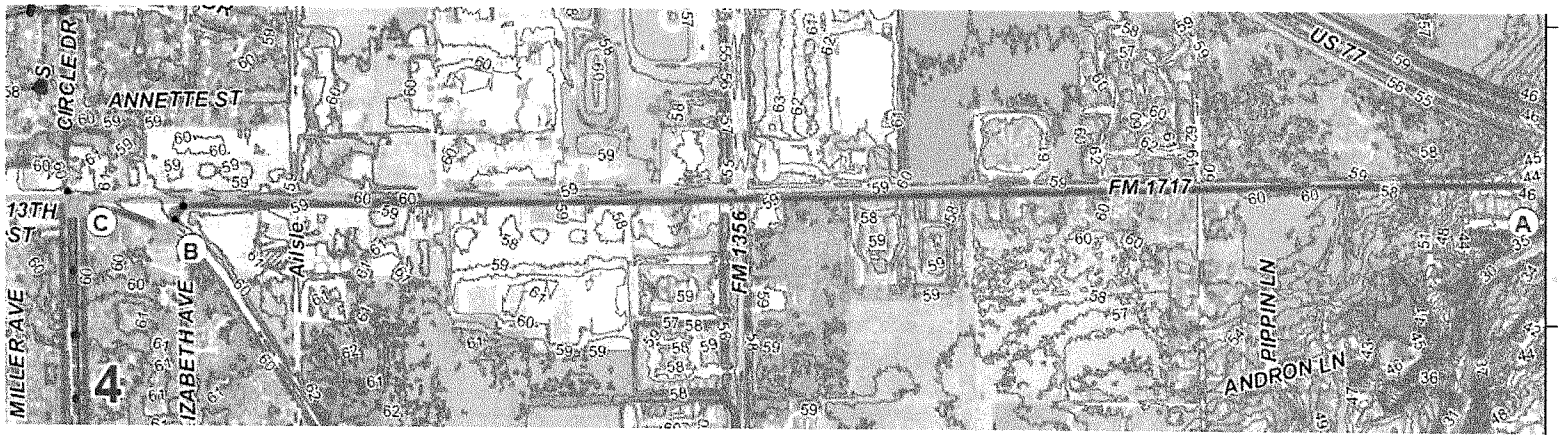
Location 4 - Alexander Ave. from 11th St. to 14th St.

Potential Downstream Improvements:

- Improvements to 8,800 feet of storm sewer to convey design flow
- Cost ranges from $17 million to $25 million



Kingsville TEXAS

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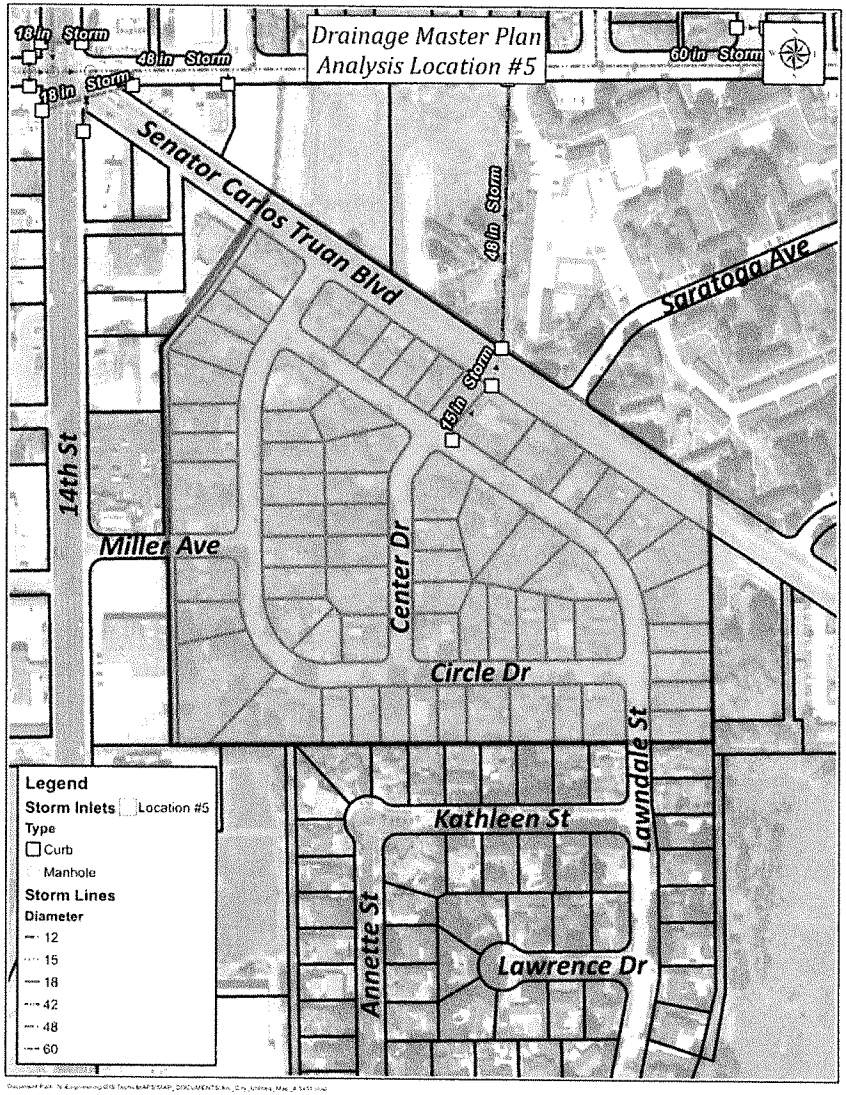
Location 5

Caesar Place Subdivision

Drainage Issues:

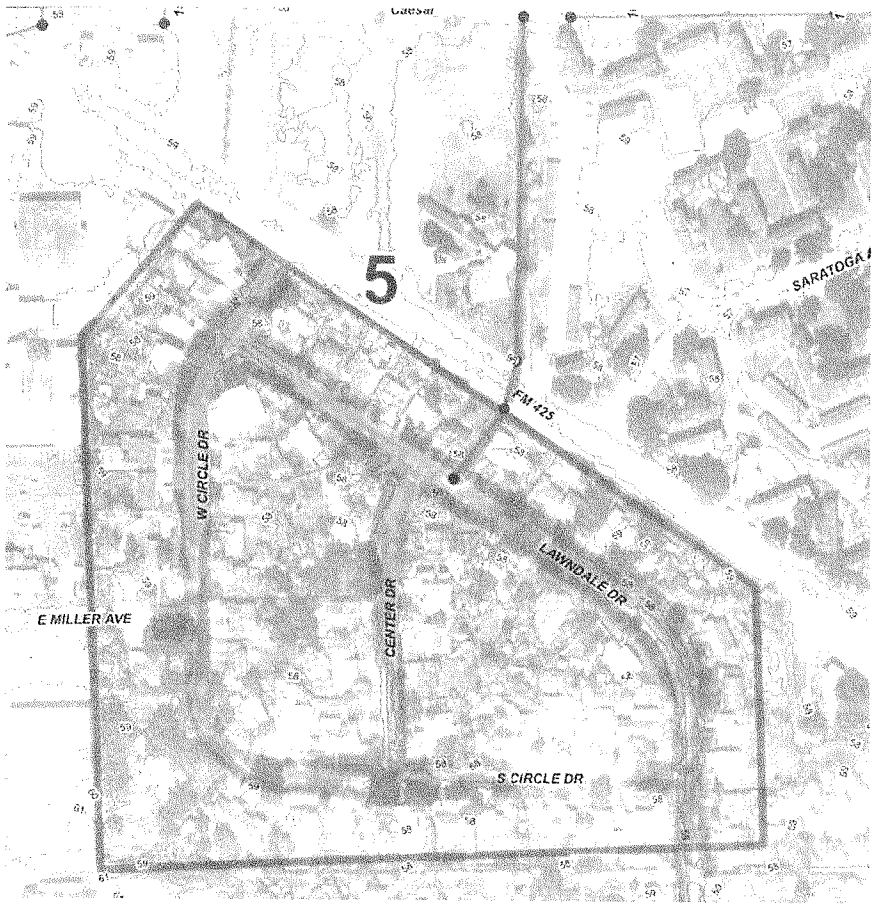
- Flooding issues in streets
- High water in roads and front yards



Location 5
Caesar Place Subdivision

Drainage Issues:

- Only one inlet in the subject area with inadequate capacity
- Street capacity can't handle the design flow



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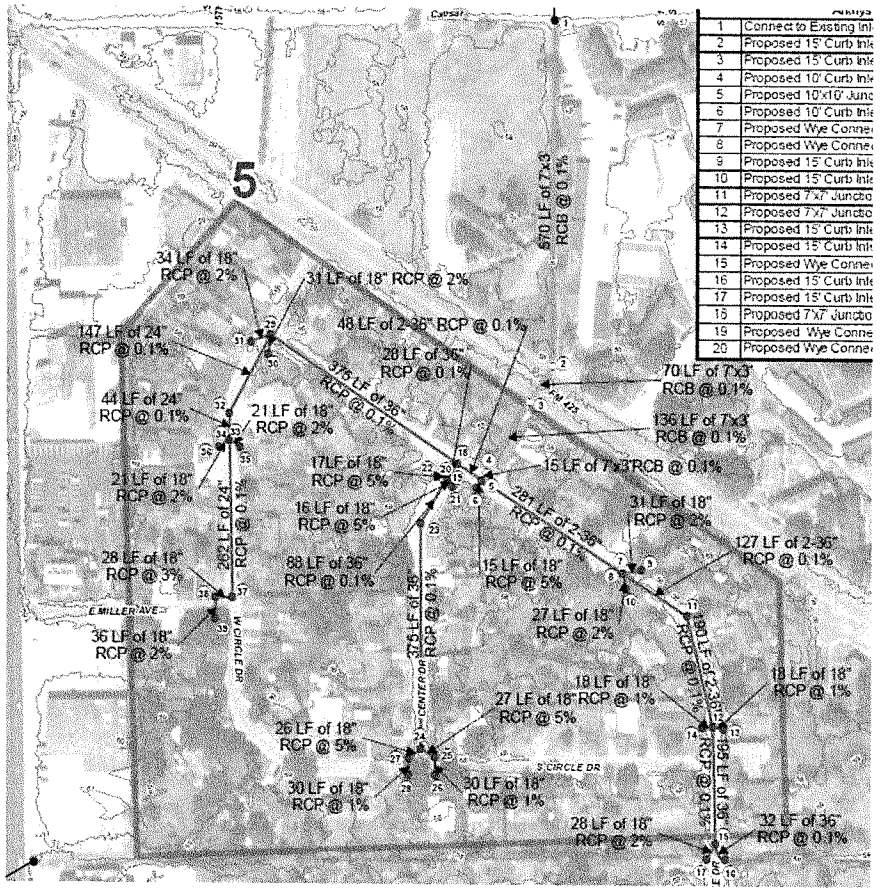
Location 5

Caesar Place Subdivision

Drainage Solutions:

- **Add inlets and storm sewer throughout the subject area**
- **Improve the downstream culvert**
- **$2,000,000**



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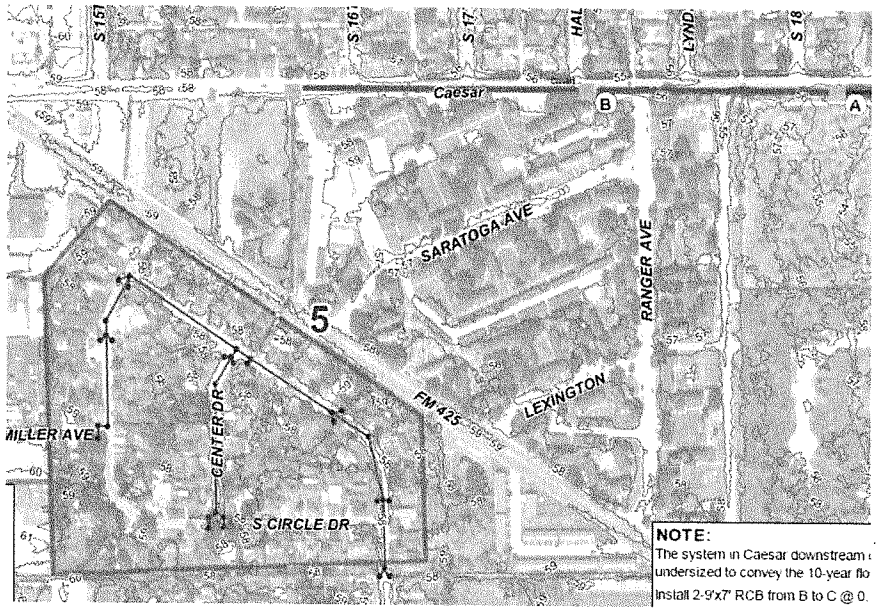
Location 5

Caesar Place Subdivision

Potential Downstream Improvements:

- Improvements to Caesar to convey additional flow
- Add culverts
- Requires location 2 downstream improvements
- $5,800,000



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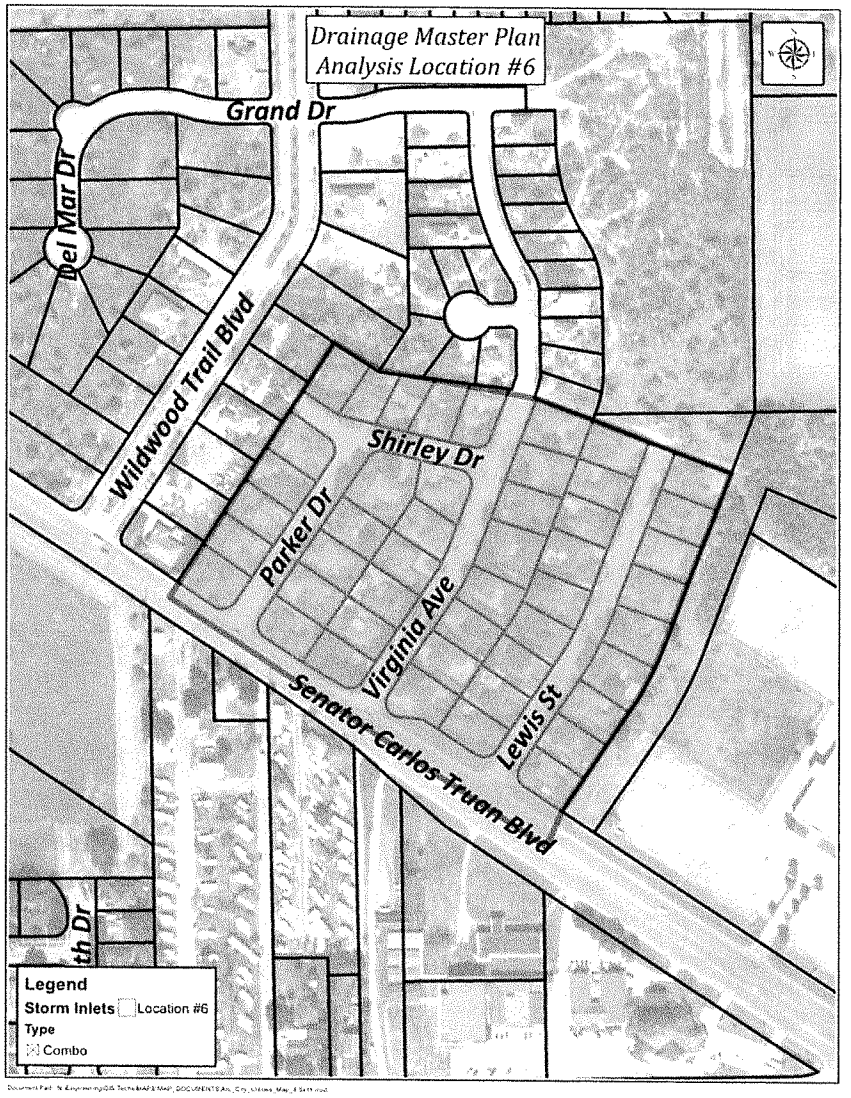
Location 6

The neighborhood off of Lewis St. & Senator Carlos Truan Blvd.

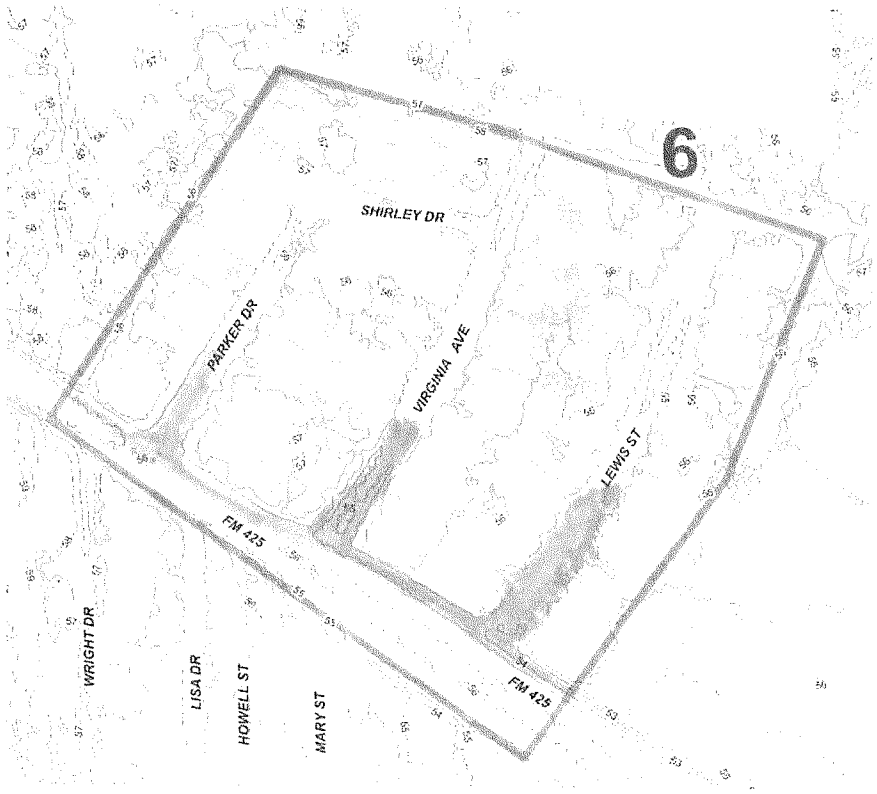
Drainage Issues:

- **Flooding issues in streets**
- **Impassable roads; homes in danger of flooding**



Location 6

The neighborhood off of Lewis St. & Senator Carlos Truan Blvd.



Drainage Issues:

- **All three side streets are designed to allow flow over the road in all storm events**
- **Adjacent homes are lower than FM 425, so flow would backs up into development**

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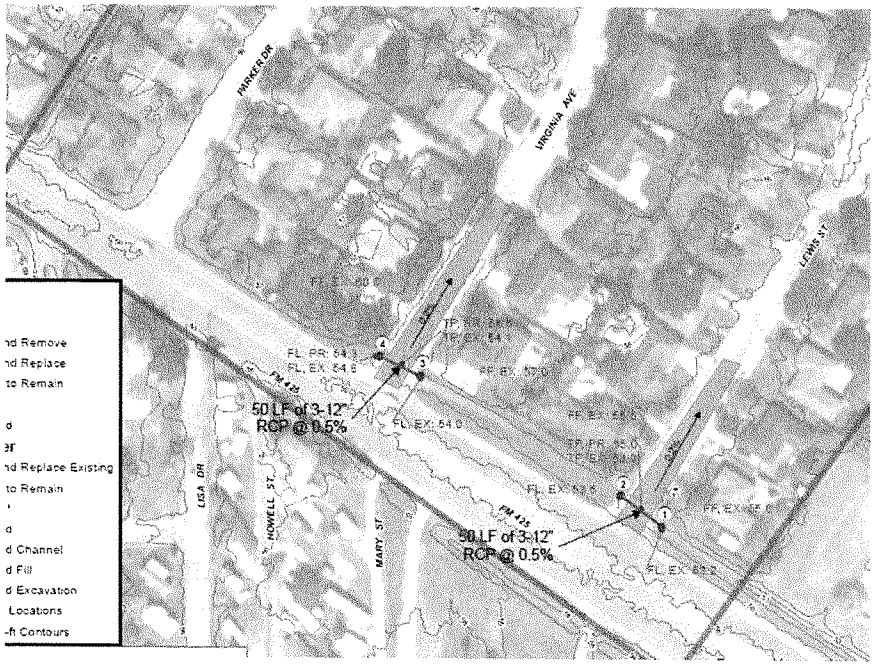
Location 6

The neighborhood off of Lewis St. & Senator Carlos Truan Blvd.

Drainage Solutions:

- **Regrading the streets to allow installation of culverts under the side roads to convey runoff**
- **Add inlets and storm sewer**
- **$230,000**



City of Kingsville TEXAS

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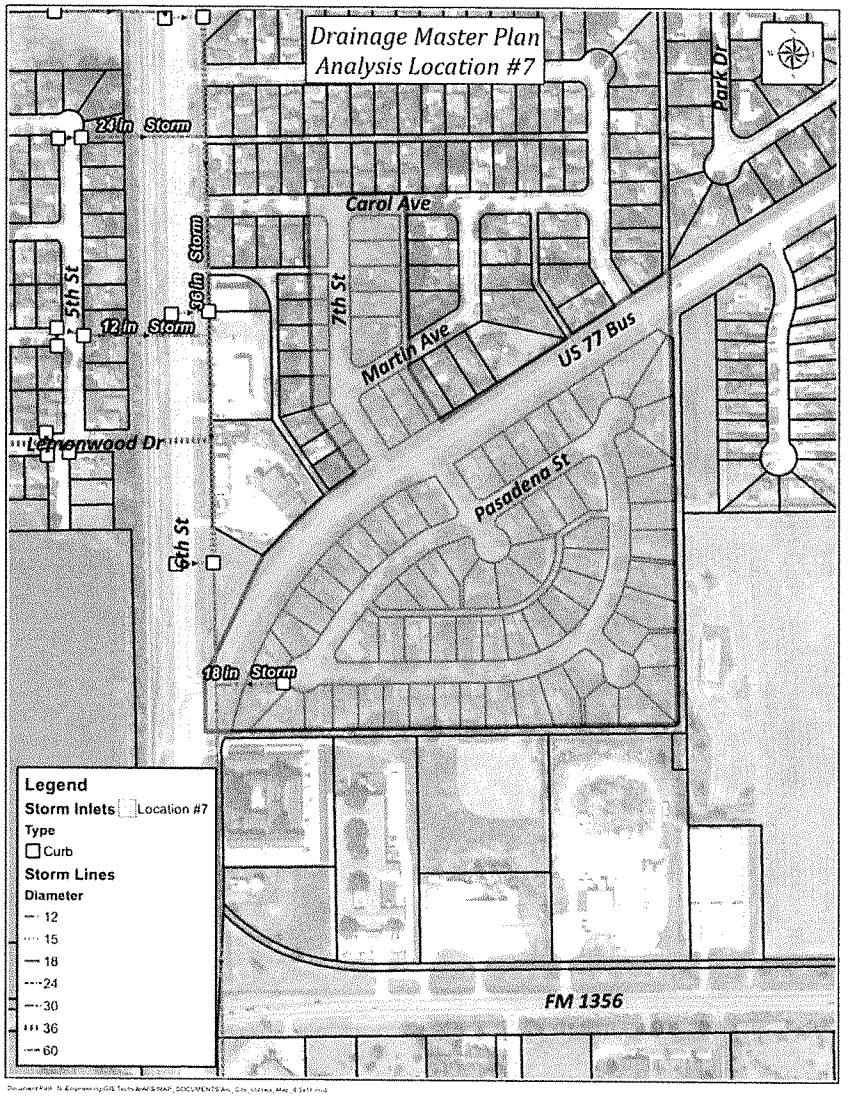
Location 7

The neighborhood on N. & S. Pasadena St. and 7th St. between Carol Ave. & BU 77

Drainage Issues:

- **Flooding issues in streets, particularly near the N. and S. Pasadena St. intersection near the existing inlet.**
- **High water in roads and near homes**

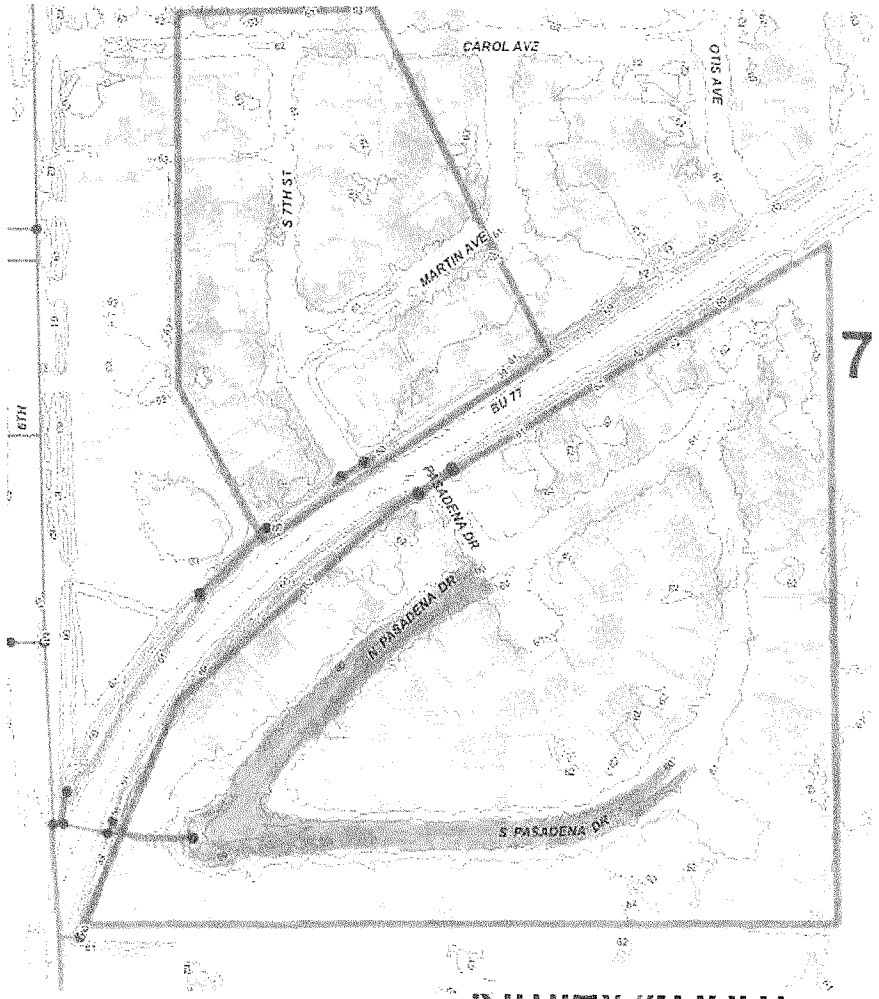


Location 7

The neighborhood on N. & S. Pasadena St. and 7th St. between Carol Ave. & BU 77

Drainage Issues:

- Existing inlet is the only inlet in the area.
- The road capacity cannot convey design flow
- Storm sewer is undersized



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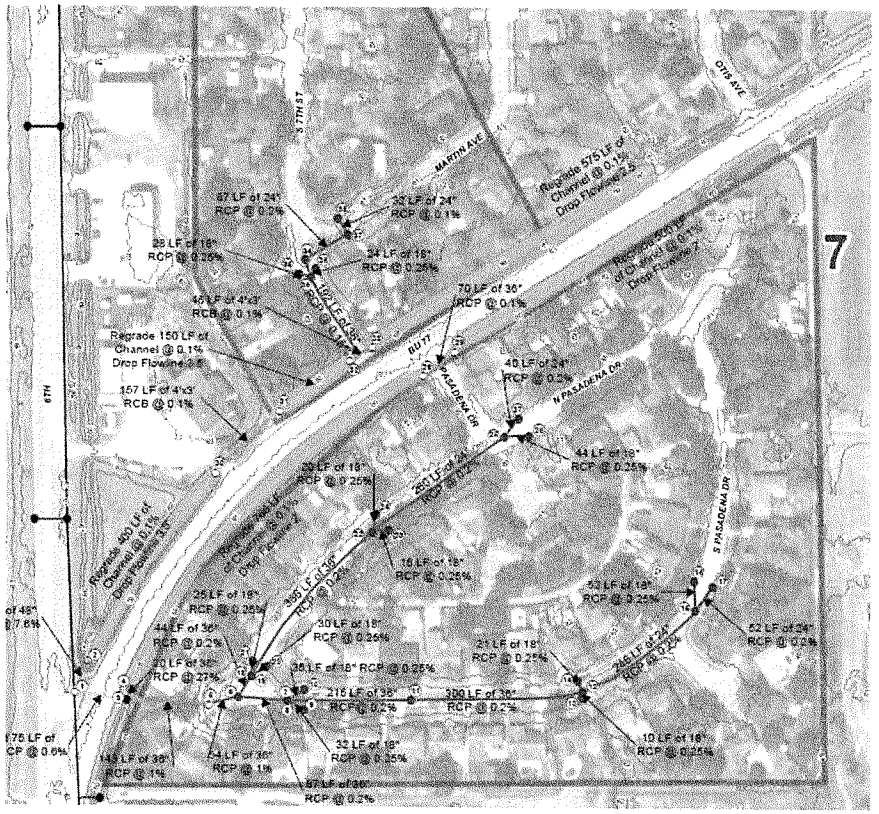
Location 7

The neighborhood on N. & S. Pasadena St. and 7th St. between Carol Ave. & BU 77

Drainage Solutions:

- **Adding inlets and storm sewer**
- **Improvements to existing storm sewer**
- **$1,400,000**



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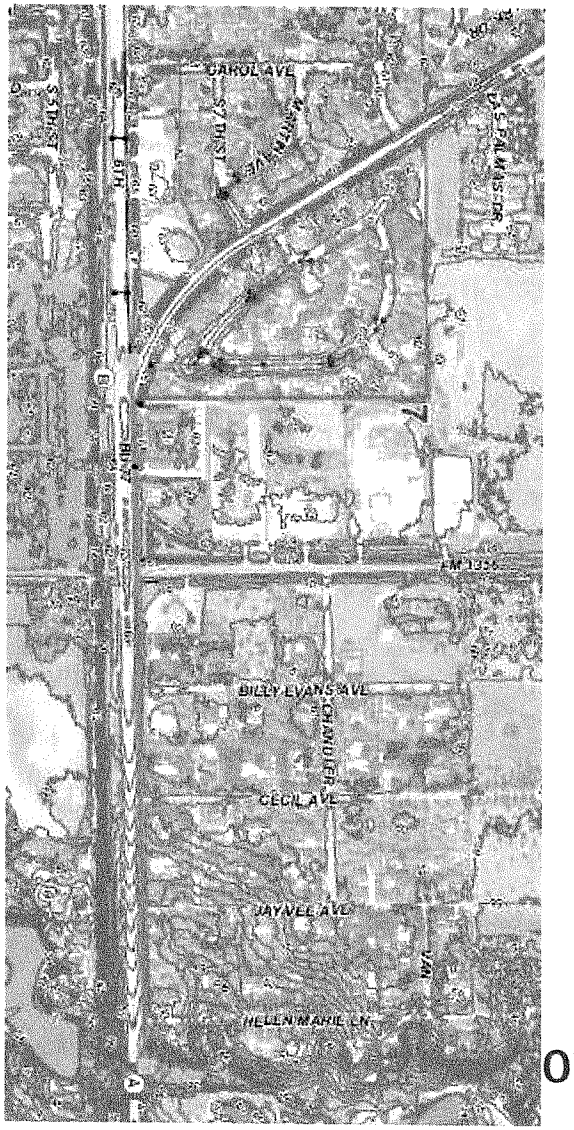
Location 7

The neighborhood on N. & S. Pasadena St. and 7th St. between Carol Ave. & BU 77

Potential Downstream Improvements:

- **Improvements to 3100 feet of storm sewer along BU 77**
- **Construction cost from $7 million to $10 million**



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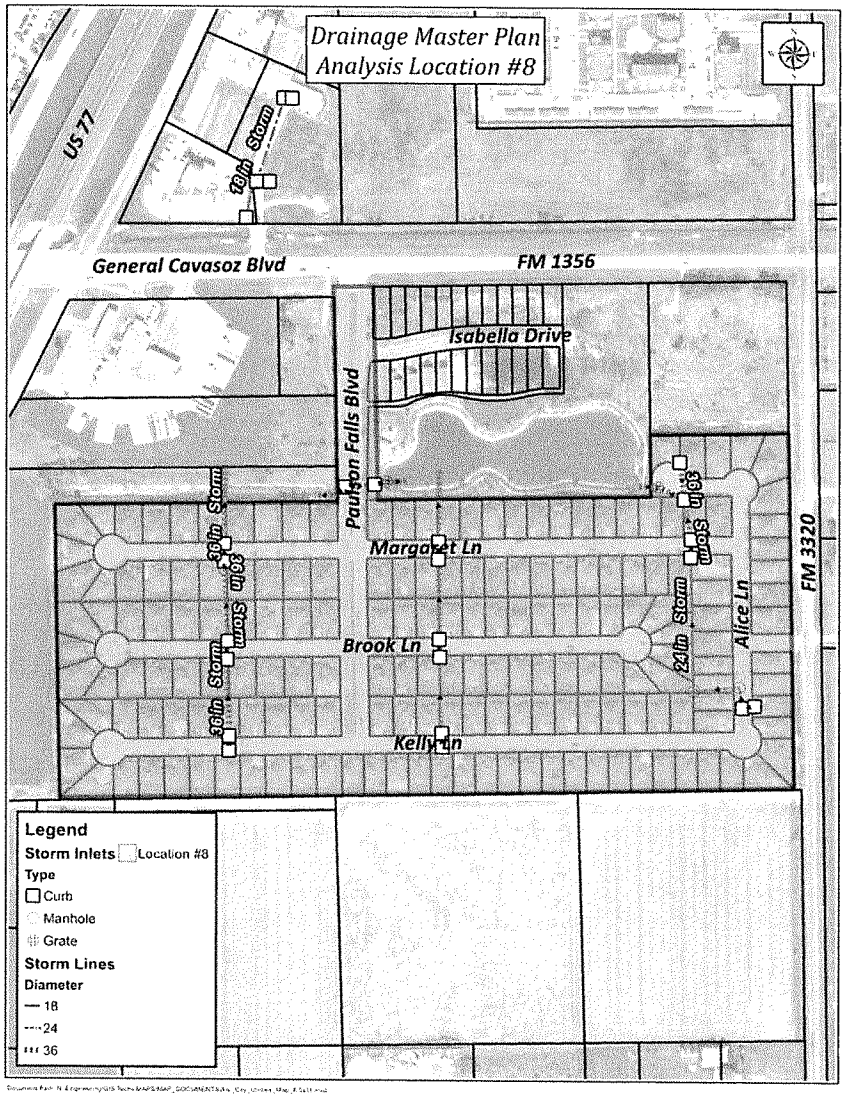
Location 8

The neighborhood off of Paulson Falls Blvd

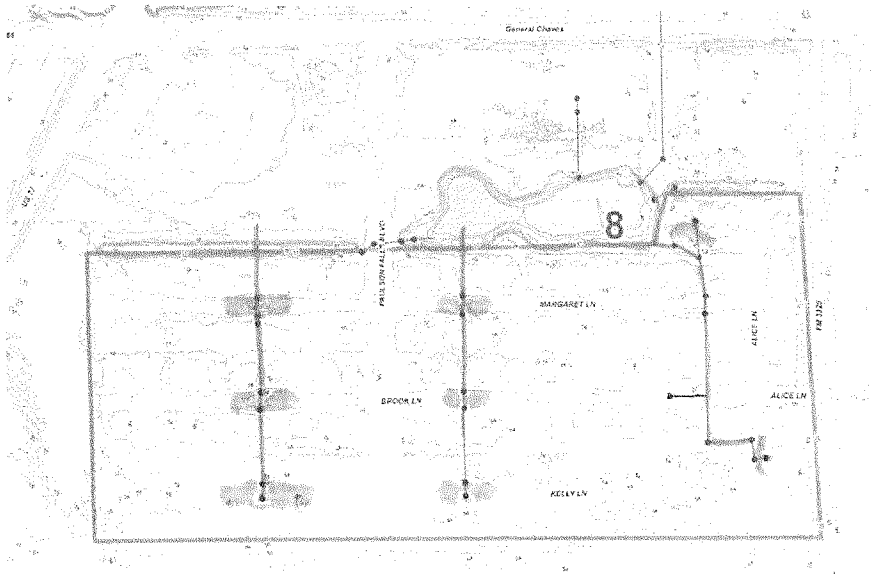
Drainage Issues:

- **Flooding issues in streets, particularly Brook Ln., Kelly Ln, and the intersection of Alice Ln. and Alice Ln.**
- **High water in roads and near homes**



Location 8

The neighborhood off of Paulson Falls Blvd



Drainage Issues:

- **Water surface elevation in the pond is high, creating an adverse condition in the development**
- **Minor inlet and storm sewer capacity issues**

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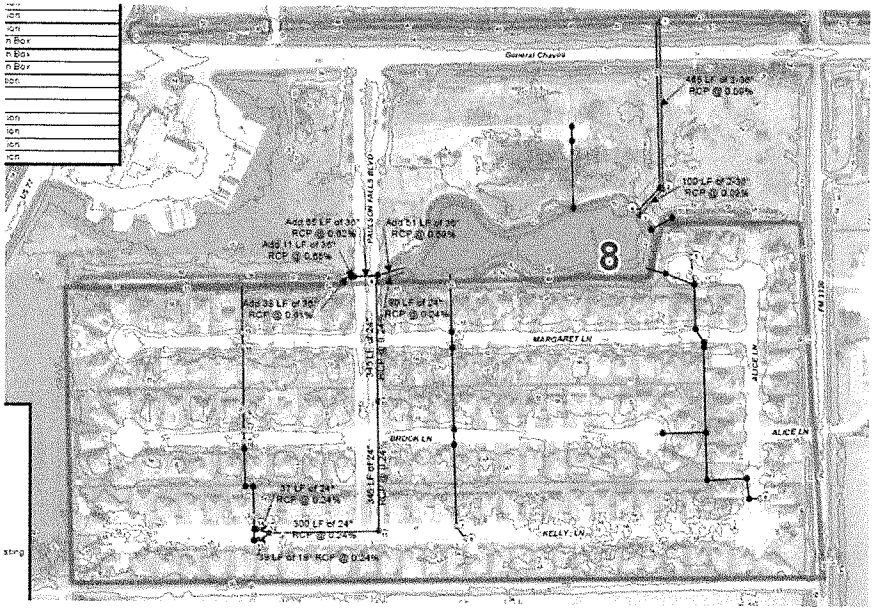
Location 8

The neighborhood off of Paulson Falls Blvd



Drainage Solutions:

- **Modify the pond outfall to lower water surface elevation**
- **Additional inlets and storm sewer**
- **$700,000**

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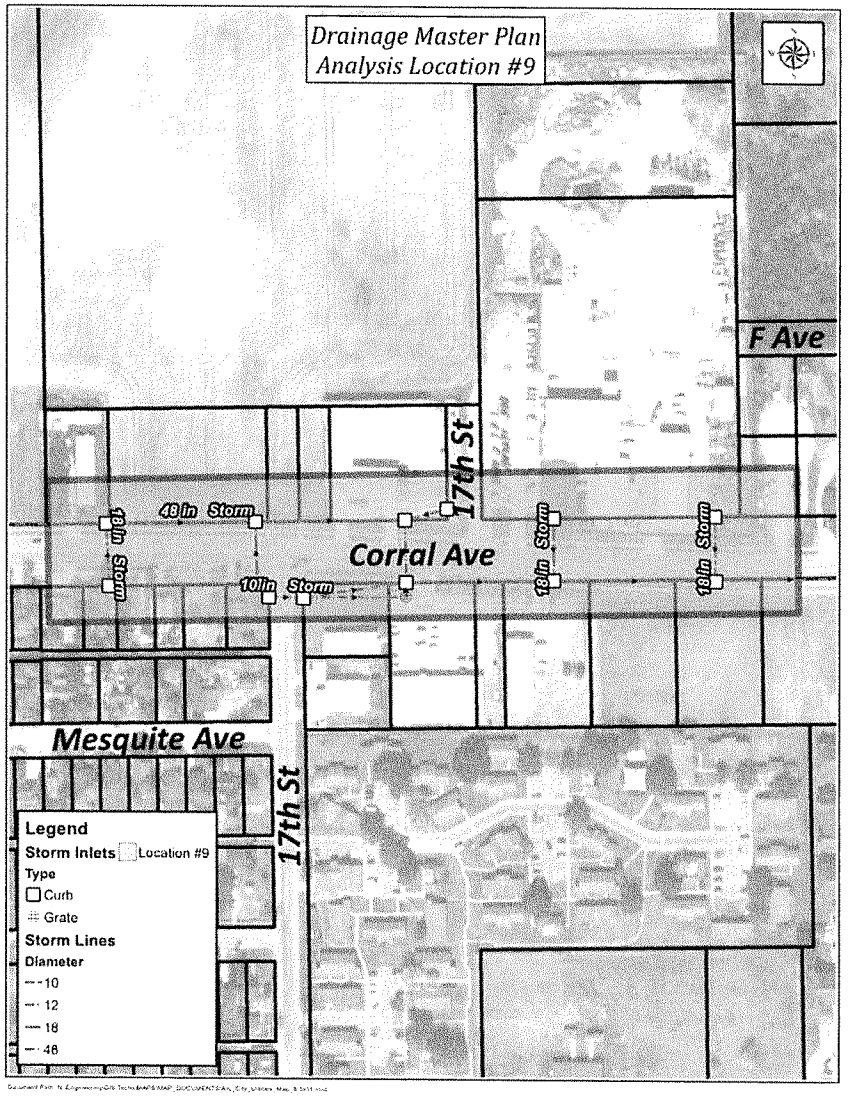
Location 9

N. 17th St. and Corral Ave. intersection

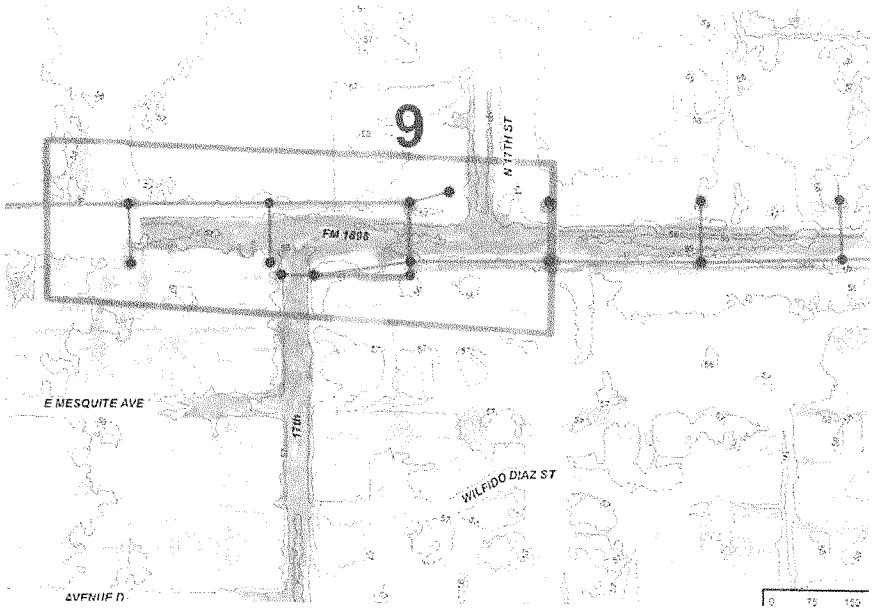
Drainage Issues:

- **Flooding issues in streets and standing water**



Location 9

N. 17th St. and Corral Ave. intersection



Drainage Issues:

- No storm sewer in 17th street and other areas to the south
- Undersized storm sewer and inlets
- Street does not have capacity for design storm

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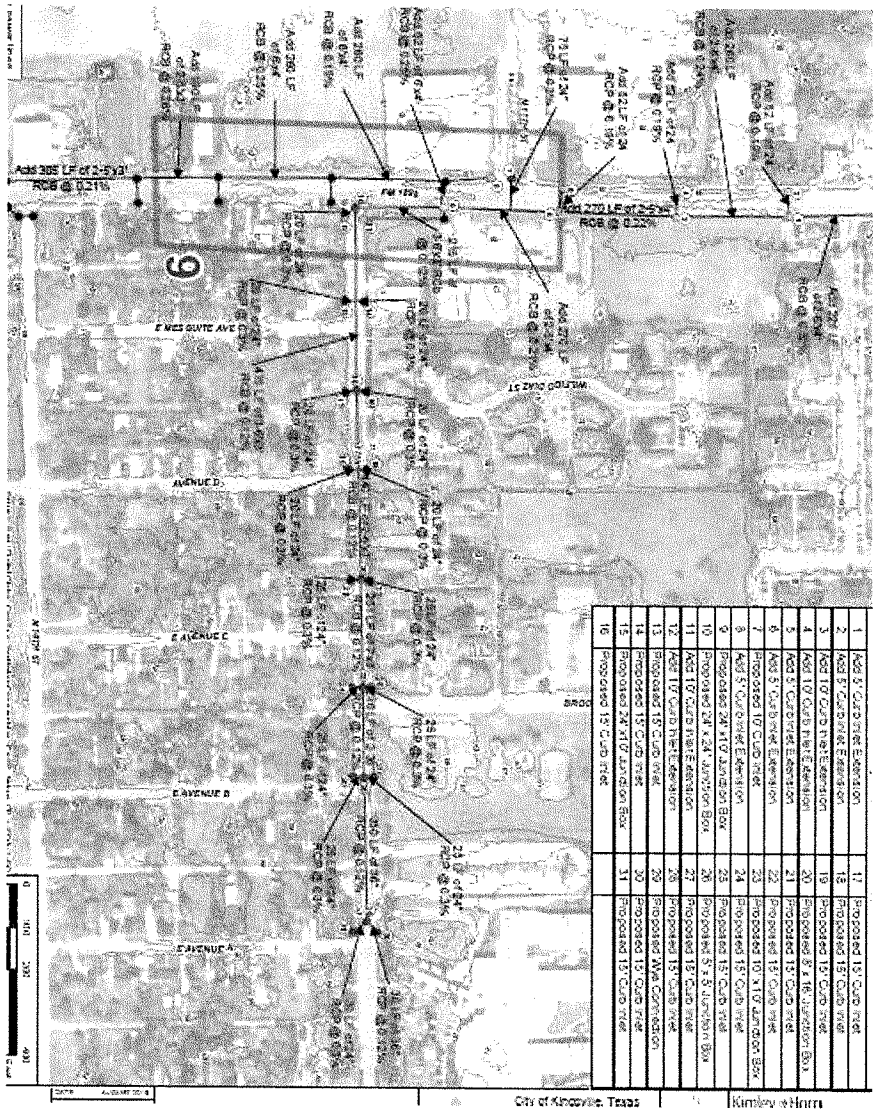
Location 9

N. 17th St. and Corral Ave. intersection

Drainage Solutions:

- **Storm sewer in 17th street**
- **Improvements to storm and inlets in Corral Avenue**
- **$5,600,000**



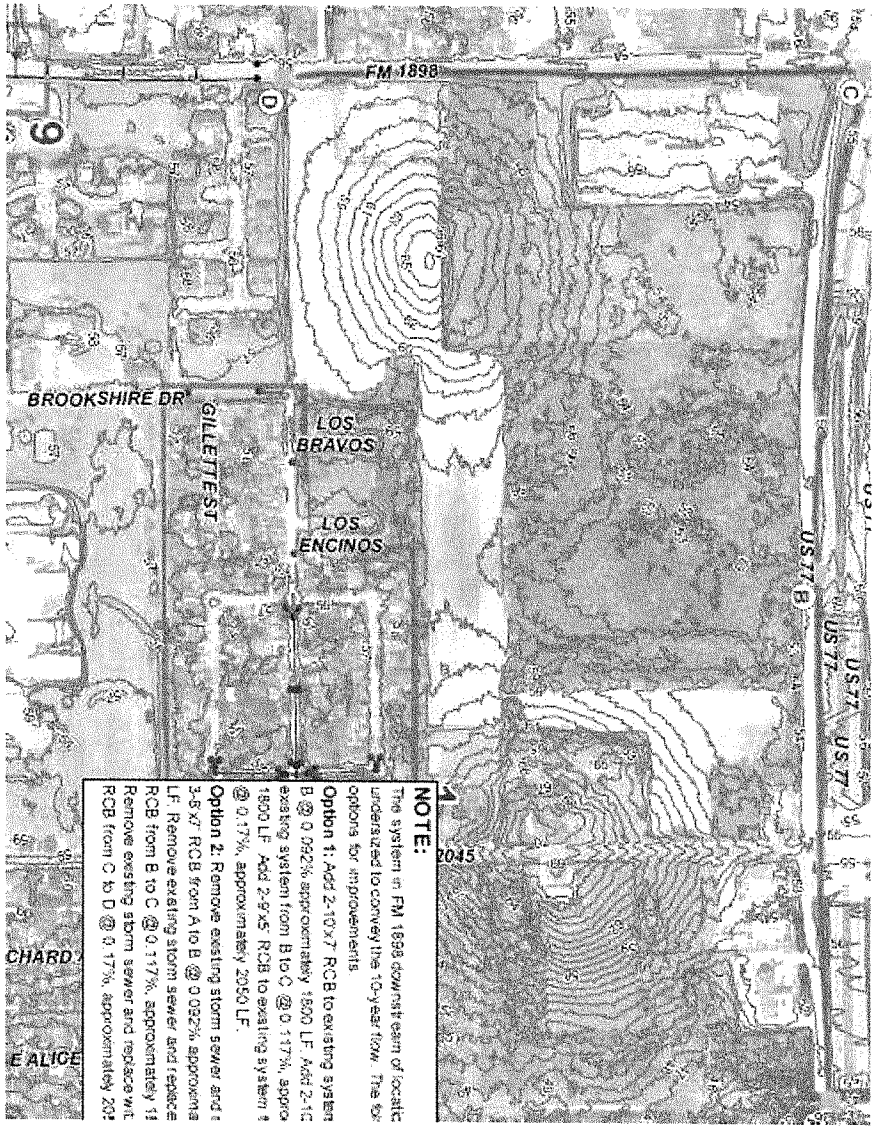
1	Add 5' Curb Inlet Extension	17	Proposed 15' Curb Inlet
2	Add 5' Curb Inlet Extension	18	Proposed 15' Curb Inlet
3	Add 10' Curb Inlet Extension	19	Proposed 15' Curb Inlet
4	Add 10' Curb Inlet Extension	20	Proposed 5' x 16' Junction Box
5	Add 5' Curb Inlet Extension	21	Proposed 15' Curb Inlet
6	Add 5' Curb Inlet Extension	22	Proposed 15' Curb Inlet
7	Proposed 10' Curb Inlet	23	Proposed 10' x 10' Junction Box
8	Add 5' Curb Inlet Extension	24	Proposed 15' Curb Inlet
9	Proposed 24" x 24" Junction Box	25	Proposed 15' Curb Inlet
10	Proposed 24" x 24" Junction Box	26	Proposed 5' x 5' Junction Box
11	Add 10' Curb Inlet Extension	27	Proposed 15' Curb Inlet
12	Add 10' Curb Inlet Extension	28	Proposed 15' Curb Inlet
13	Proposed 15' Curb Inlet	29	Proposed Wye Connection
14	Proposed 15' Curb Inlet	30	Proposed 15' Curb Inlet
15	Proposed 24" x 10' Junction Box	31	Proposed 15' Curb Inlet
16	Proposed 15' Curb Inlet		

Location 9

N. 17th St. and Corral Ave. intersection

Drainage Issues:

- **Improvements to 5700 feet of storm sewer along Corrall Avenue and US 77**
- **Construction cost approximately $20,000,000**



Opinions of Probable Construction Cost

Location 1	$	1,388,016
Location 2	$	1,352,544
Location 3	$	1,509,807
Location 4	$	1,890,123
Location 5	$	1,950,640
Location 6	$	223,060
Location 7	$	1,419,236
Location 8	$	695,936
Location 9	$	5,552,983

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Opinions of Probable Construction Cost

Location 2 Downstream Improvements	$	2,232,067
Location 3 Downstream Improvements Option 1	$	6,613,029
Location 3 Downstream Improvements Option 2	$	20,165,400
Location 4 Downstream Improvements Option 1	$	24,815,034
Location 4 Downstream Improvements Option 2	$	17,204,284
Location 5 Downstream Improvements	$	5,753,496
Location 7 Downstream Improvements Option 1	$	6,992,136
Location 7 Downstream Improvements Option 2	$	9,805,637
Location 9 Downstream Improvements Option 1	$	19,684,116
Location 9 Downstream Improvements Option 2	$	21,871,719

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TxDOT Projects

Location	City Project	TxDOT Coordination	TxDOT Project
1	X	X	
2	X		
Downstream 2	X	X	
3	X		
Downstream 3	X	X	
4	X		
Downstream 4		X	X
5	X	X	
Downstream 5	X		
6	X	X	
7	X	X	
Downstream 7		X	X
8	X	X	
9	X	X	
Downstream 9		X	X

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Prioritization

- **Prioritization of projects based on multiple factors**
  - **Capacity of existing infrastructure – 35%**
  - **Potential for structural flooding – 40%**
  - **Impacts on mobility – 25%**

Prioritization

Project Location	Category			Total
	1	2	3	
9	7	4	5	5.3
2	7	4	2	4.55
6	7	2	5	4.5
1	7	2	4	4.25
4	7	3	2	4.15
5	7	3	2	4.15
7	7	1	4	3.85
3	7	2	2	3.75
8	6	1	2	3

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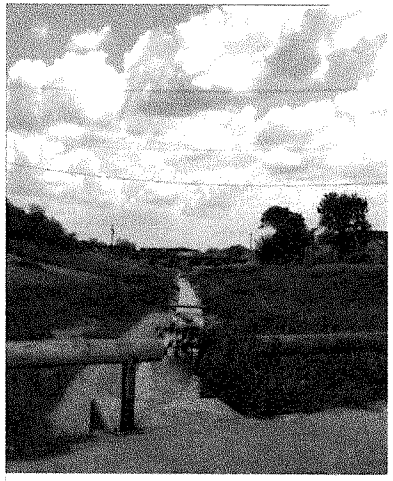





City of Kingsville City-Wide

Drainage Master Plan

September 24, 2018

Kimley»Horn

Kingsville's Drainage Master Plan

- **Phase I – Conceptual Drainage Improvements to the L.E. Ramey Golf Course**
  - **Completed August 2017**
- **Phase II – Conceptual Drainage Improvements for 9 specific locations City-wide**
  - **Commencing January 2018**
  - **Completion date of August 2018**
  - **Presentation date – September 2018**



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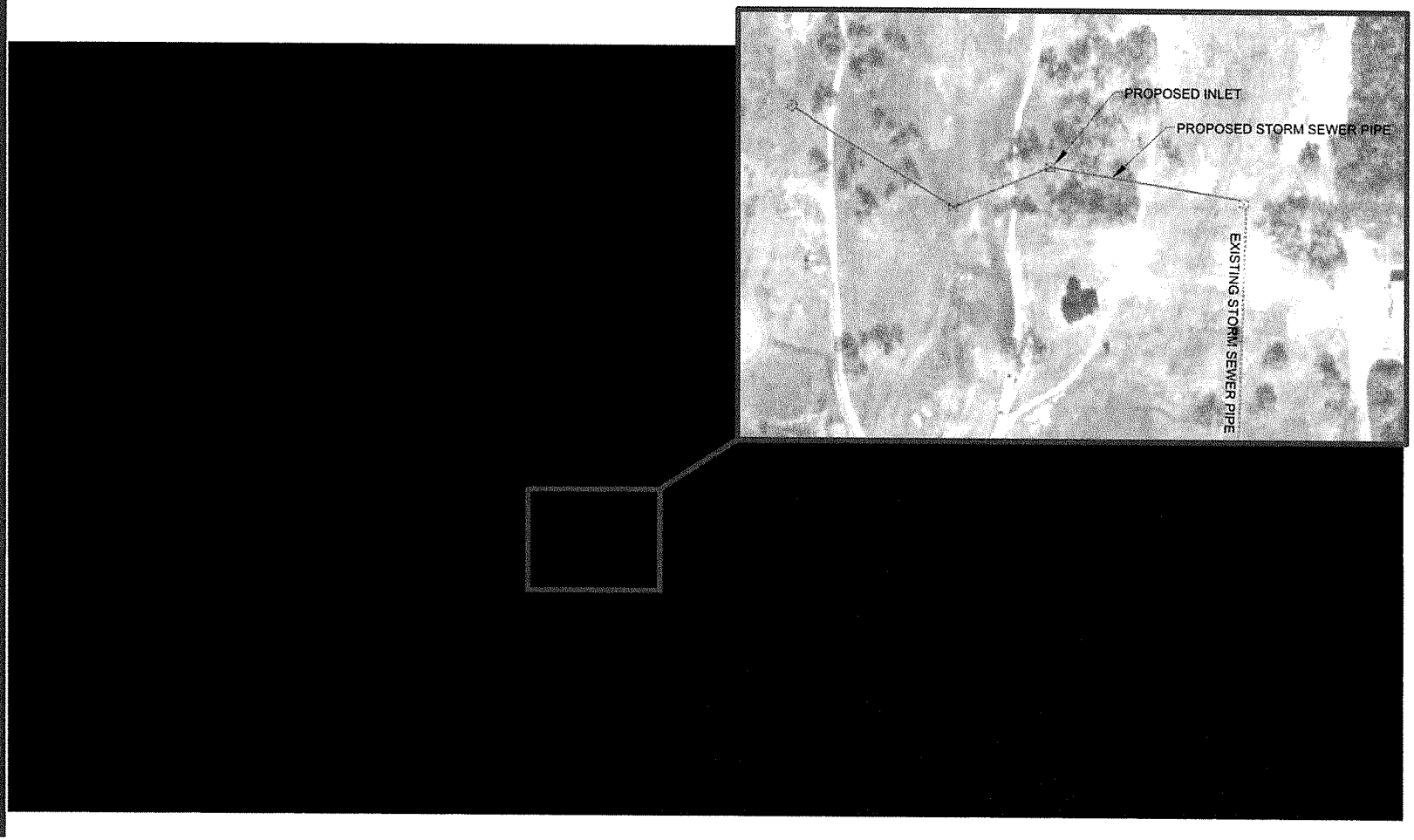
Phase I: L.E. Ramey Golf Course



Phase II: Resident Survey

- Provide the closest intersection or address of the location of interest.
- Provide more description of the location where the issue is. (I.e., "approximately 20 feet east of the southwest corner of the house")
- Provide commentary on why this location was selected. (I.e., "I've seen 1 foot of water ponded at the existing grate inlet at this location.")
- How often are these issues occurring at this location?
- What kind of impact does this have on your daily routine? (I.e., does this issue cause a road to be impassable? Is a habitable structure in danger due to this issue?)
- In your opinion, is this issue a result of lack of maintenance?
- As a Kingsville resident, are you willing to pay additional fees to fund the remediation of this facility?

https://www.surveymonkey.com/r/X57NN3W

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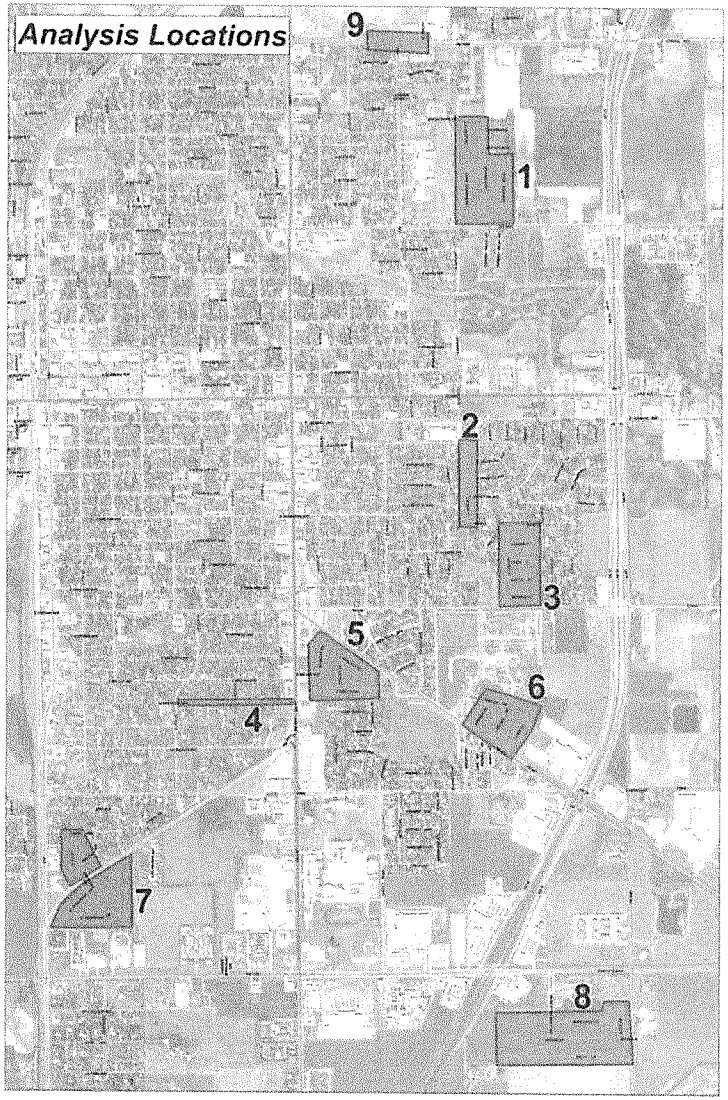
Analysis Locations



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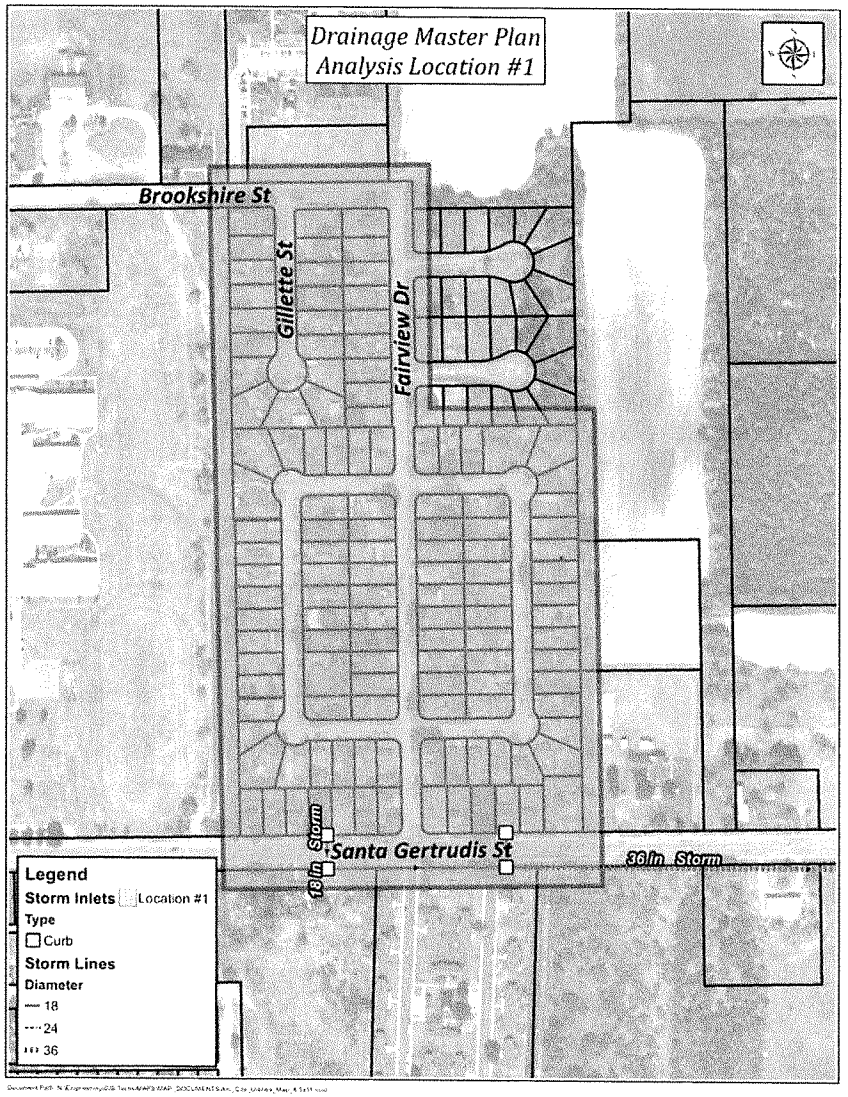
Location 1

Fairview Dr. between E. Santa Gertrudis Ave. & Brookshire St.

Drainage Issues:

- **Flooding issues along Fairview Dr.**
- **Stalled vehicles during heavy rainfall events**

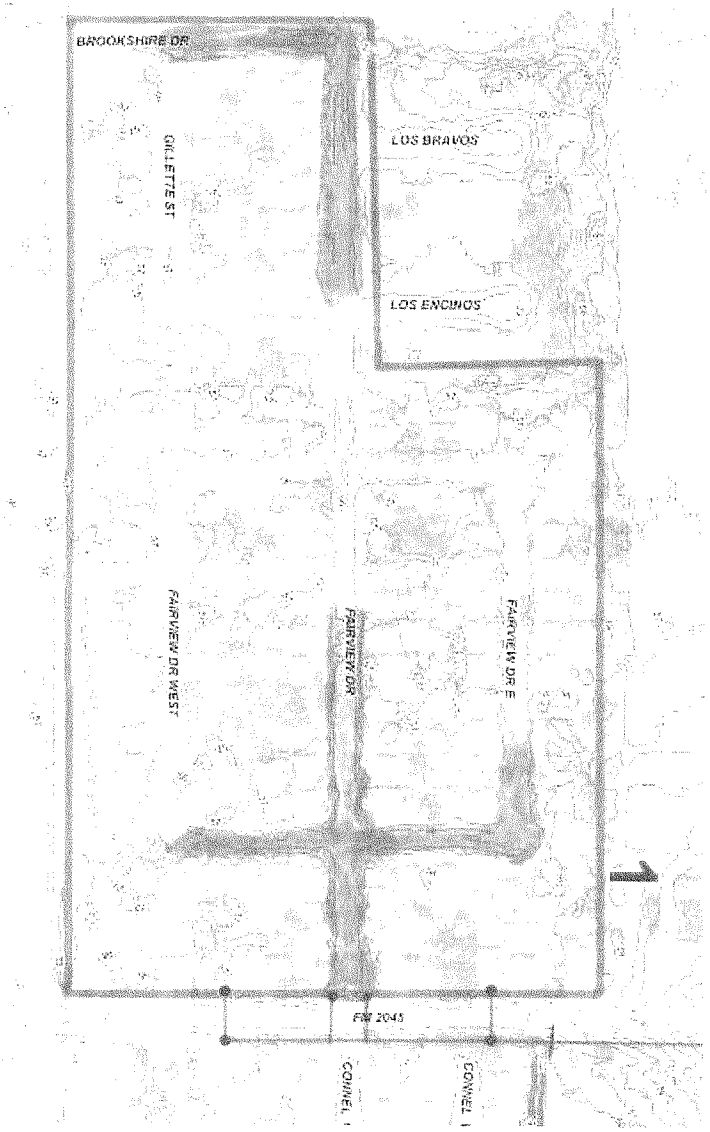


Location 1

Fairview Dr. between E. Santa Gertrudis Ave. & Brookshire St.

Drainage Issues:

- **Inlets and storm sewer are insufficient**
- **Runoff exceed capacity of the roadway to the north and south**

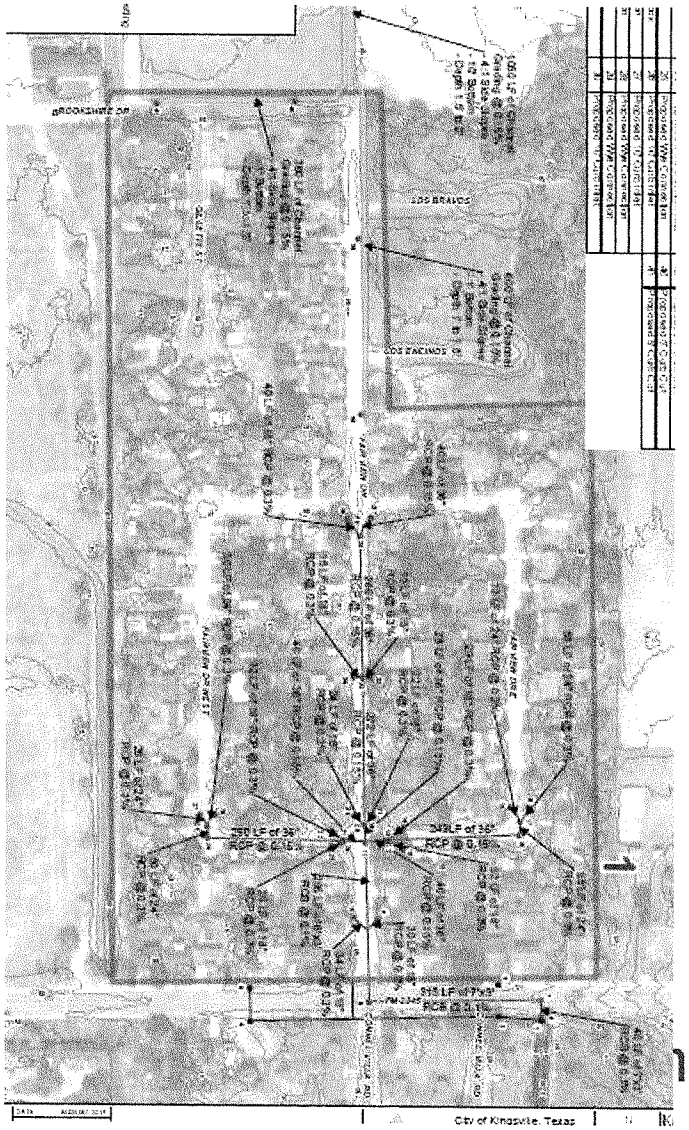


Location 1

Fairview Dr. between E. Santa Gertrudis Ave. & Brookshire St.

Drainage Improvements to meet City criteria:

- Additional inlets and storm sewer
- Offsite channel improvements
- $1,400,000

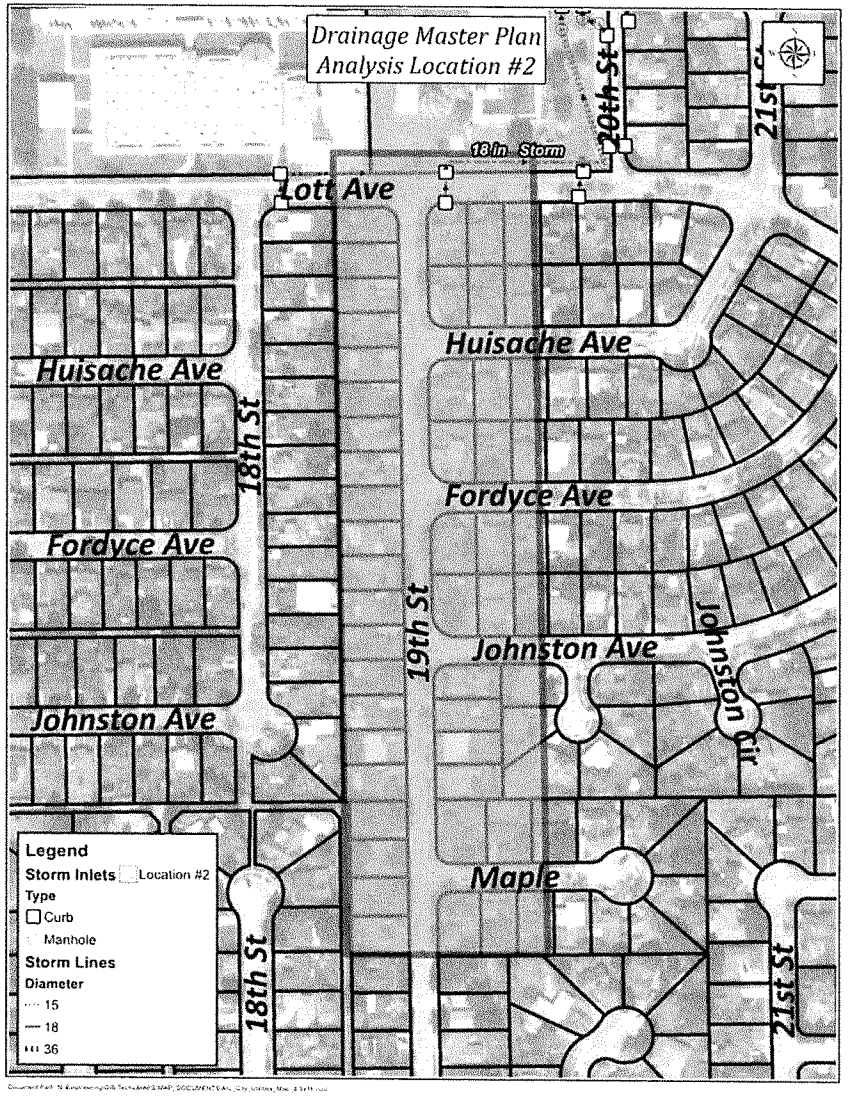


Location 2

19th St. from E. Lott Ave. to Maple St.

Drainage Issues:

- Flooding issues along roads
- Impassable roads; trouble entering driveways

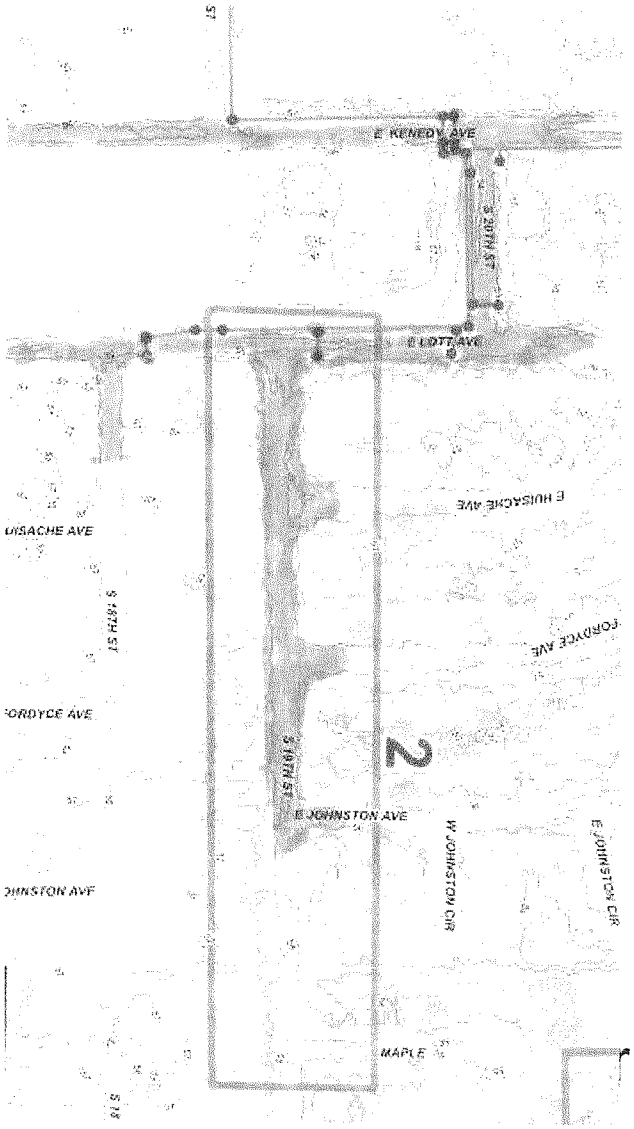


Location 2

19th St. from E. Lott Ave. to Maple St.

Downstream S:

- **No inlets or storm sewer in the area of interest**
- **Undersized facilities downstream of area of interest**

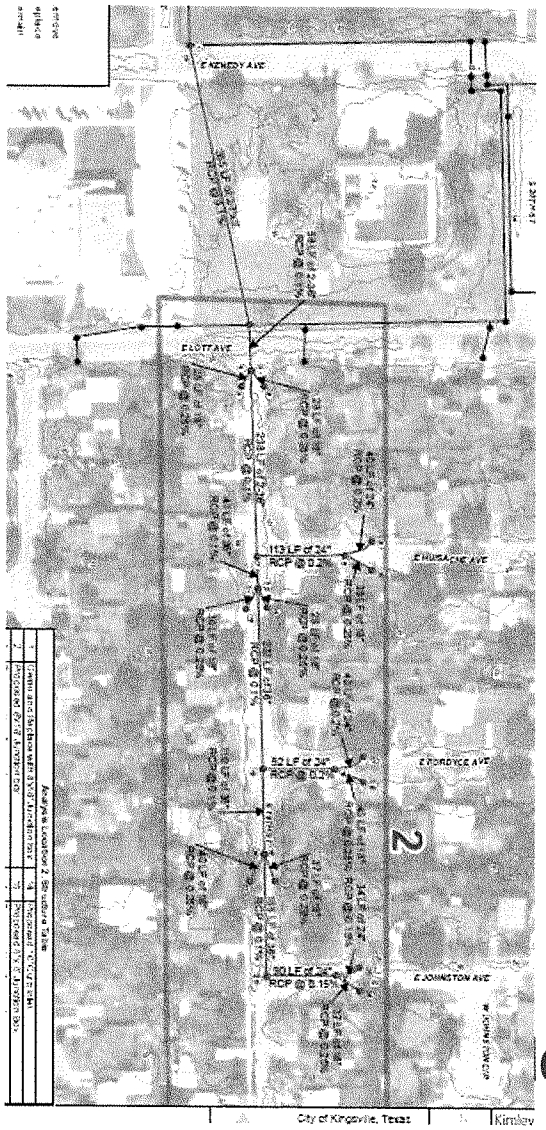


Location 2

19th St. from E. Lott Ave. to Maple St.

Drainage Solutions:

- New storm sewer and inlets along 19th St and side streets
- New culvert to bypass Lott Avenue and 20th Street systems
- $1,400,000



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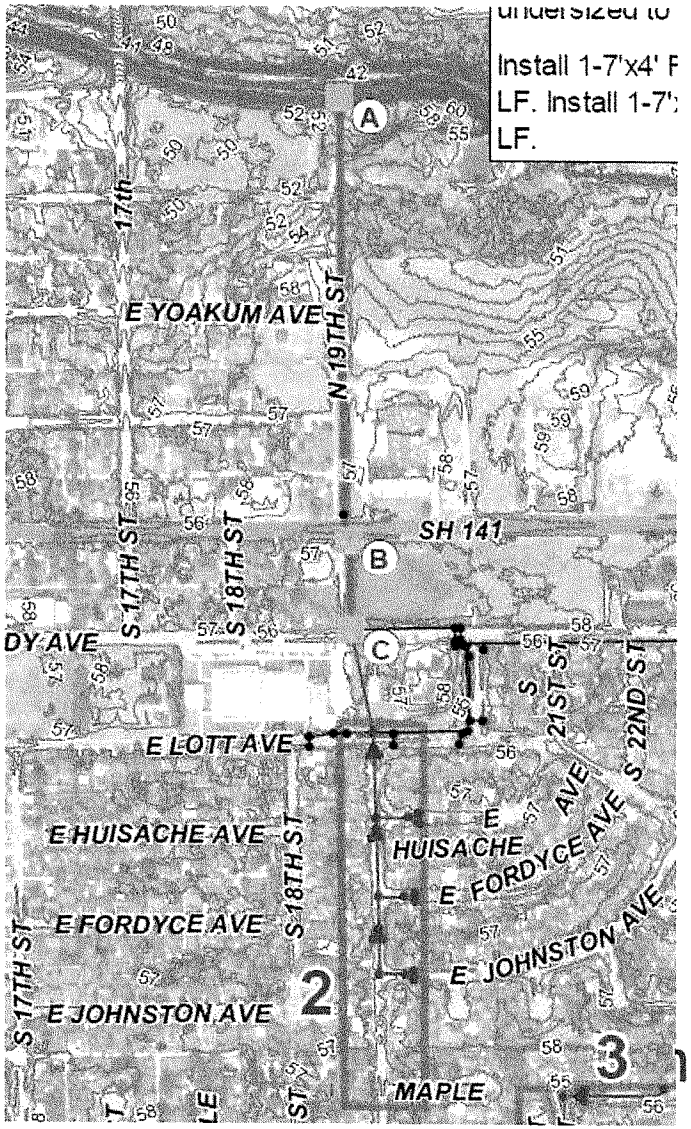
Location 2

19th St. from E. Lott Ave. to Maple St.

Potential Downstream Improvements:

- Approximately 1,800 feet of culvert to convey 100-year flow to river
- $2,200,000

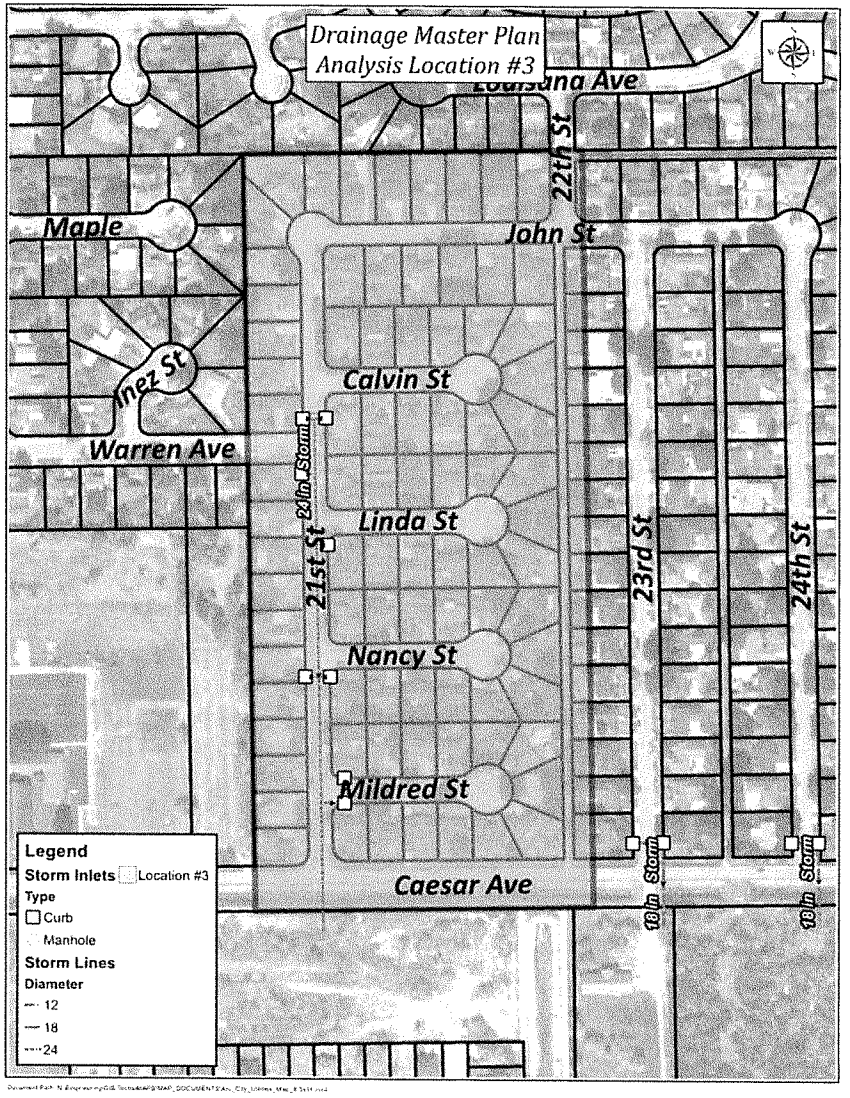


Location 3

The neighborhood on 21st St. from John St. to Caesar Ave.

Drainage Issues:

- **Flooding issues in streets**
- **Impassable roads; danger of stalled vehicles**

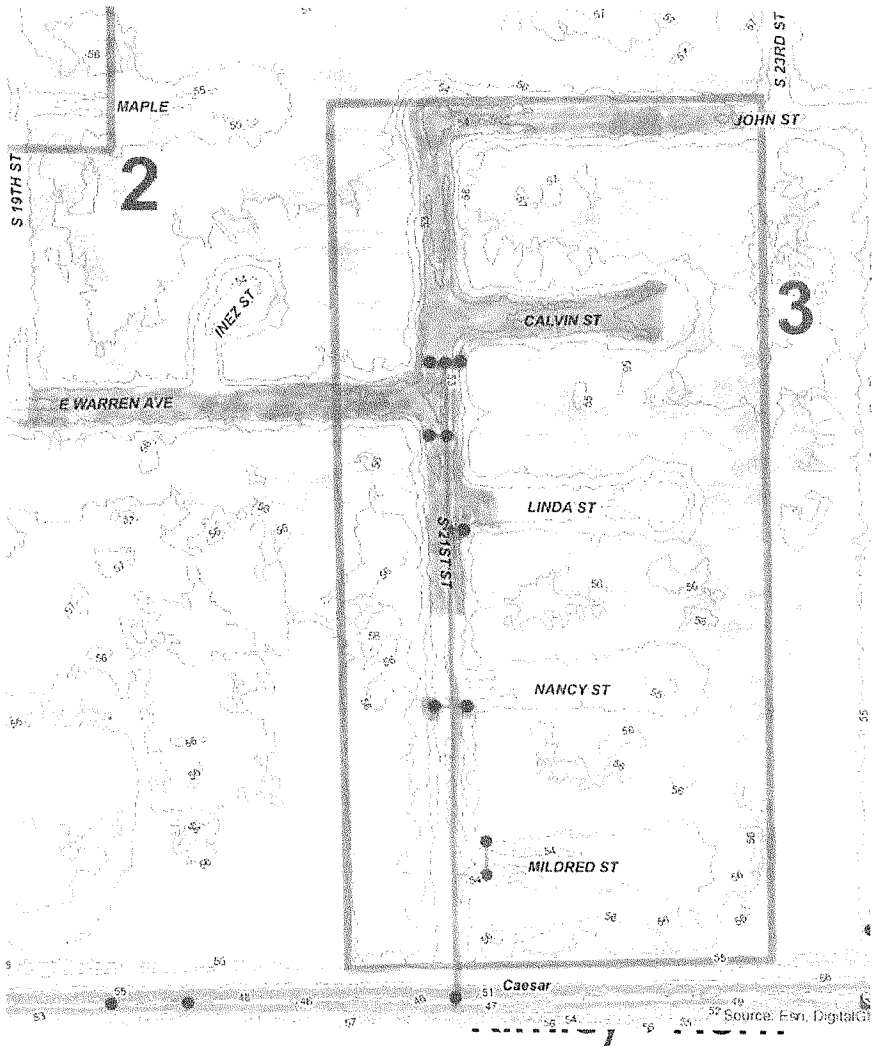


Location 3

The neighborhood on 21st St. from John St. to Caesar Ave.

Drainage Issues:

- Low point at Warren and 21st has no inlets and no positive overflow path
- Storm sewer is undersized

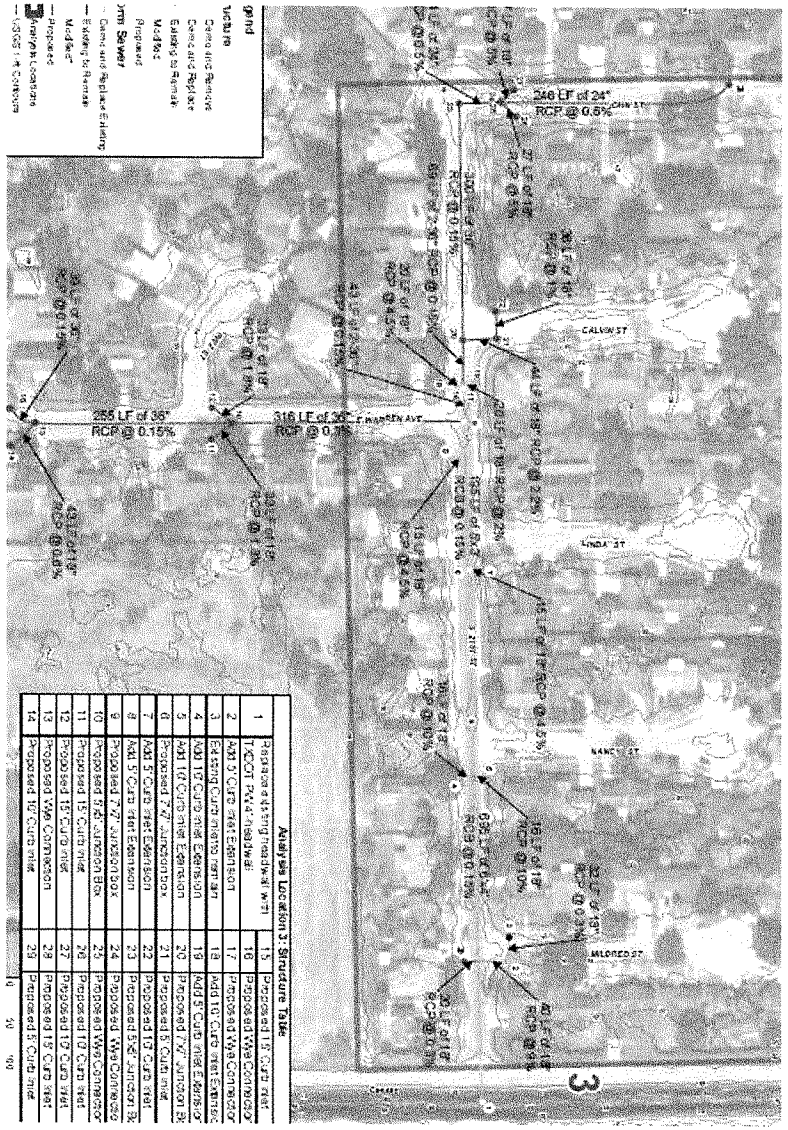


Location 3

The neighborhood on 21st St. from John St. to Caesar Ave.

Drainage Solutions:

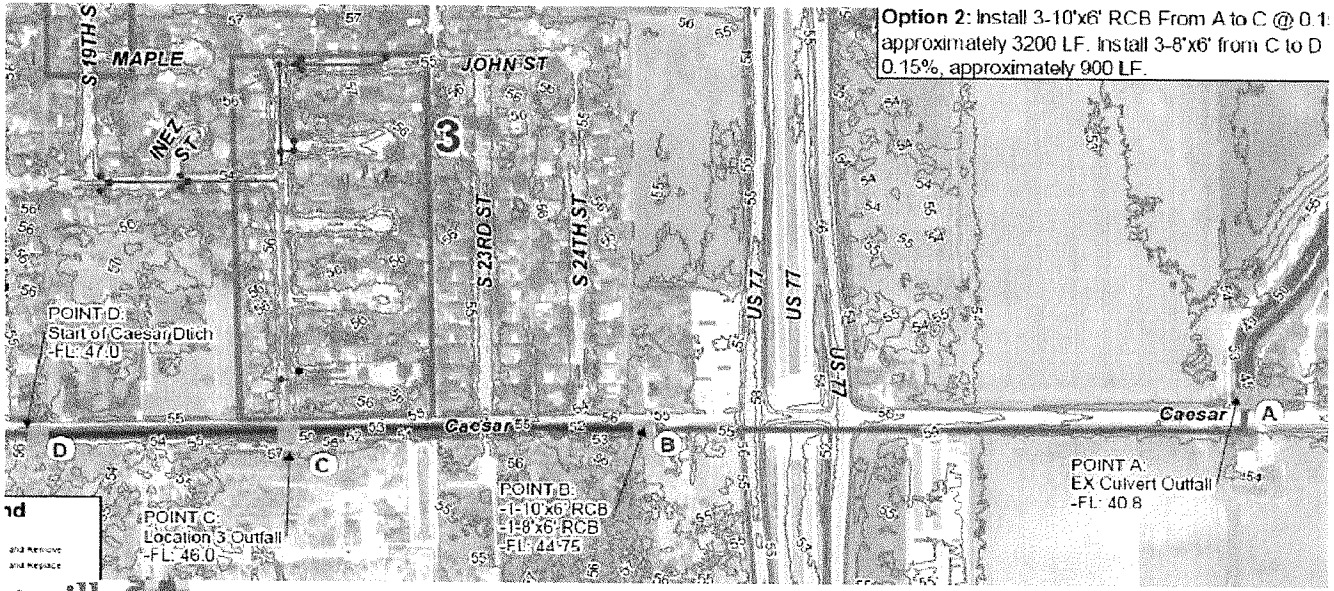
- Install inlets along Warren, 19th, and side streets
- Construct additional storm sewer
- $1,500,000



Location 3 - The neighborhood on 21st St. from John St. to Caesar Ave.

Potential Downstream Improvements:

- **Option 1 – Concrete Ceasar Ditch for 2100 feet - $6,600,000**
- **Option 2 – Replace ditch with 4100 feet of culvert system - $20,000,000**



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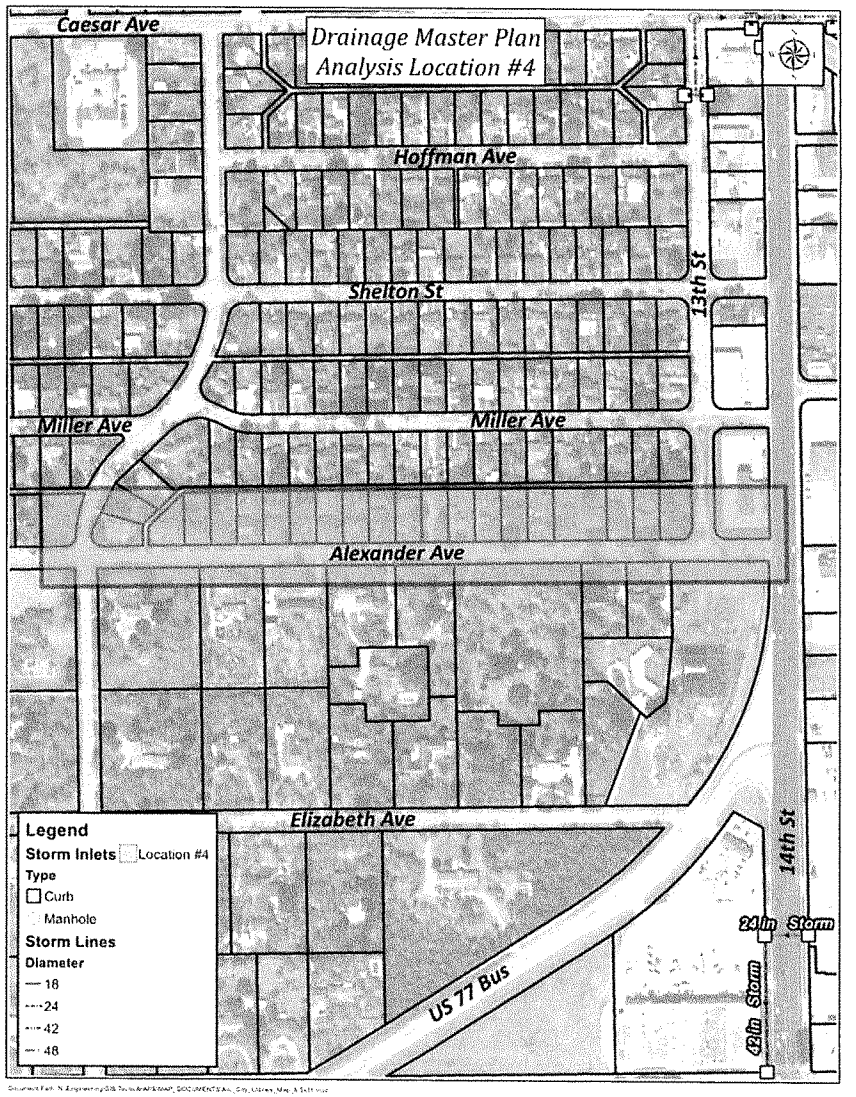
Location 4

Alexander Ave. from 11th St. to 14th St.

Drainage Issues:

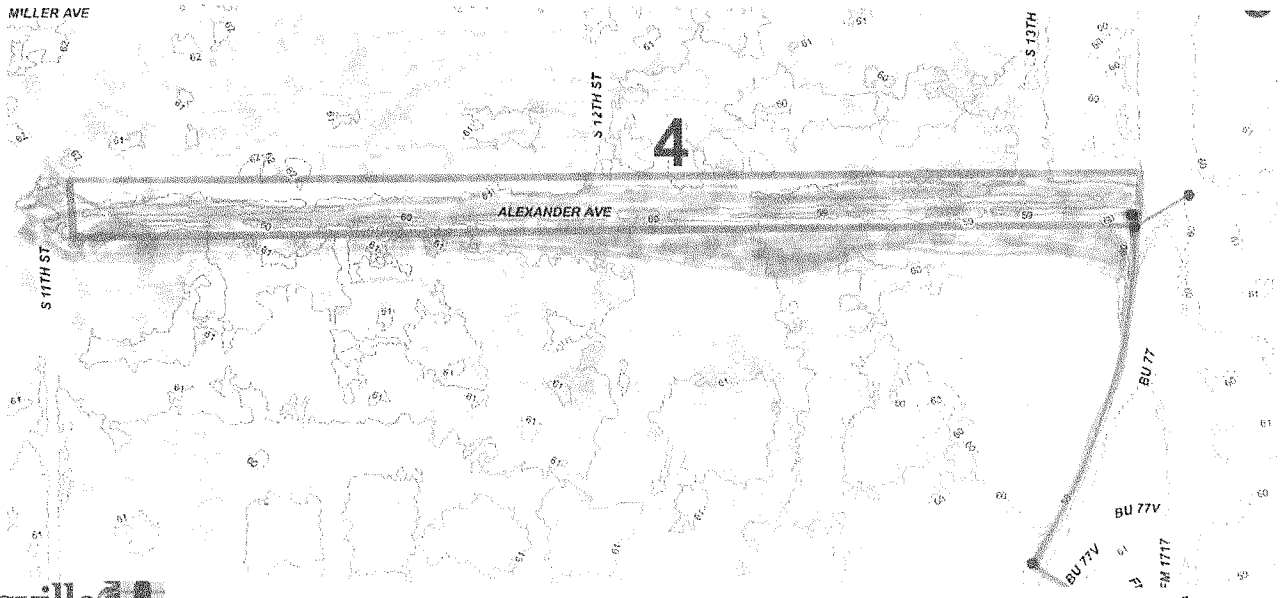
- Issues with positive drainage along ditch on south side of Alexander Ave.
- Ditch stands full of water for days; sometimes causing flooded streets and residents' yards



Location 4 - Alexander Ave. from 11th St. to 14th St.

Drainage Issues:

- Channel has inadequate capacity
- Driveway culverts are undersized



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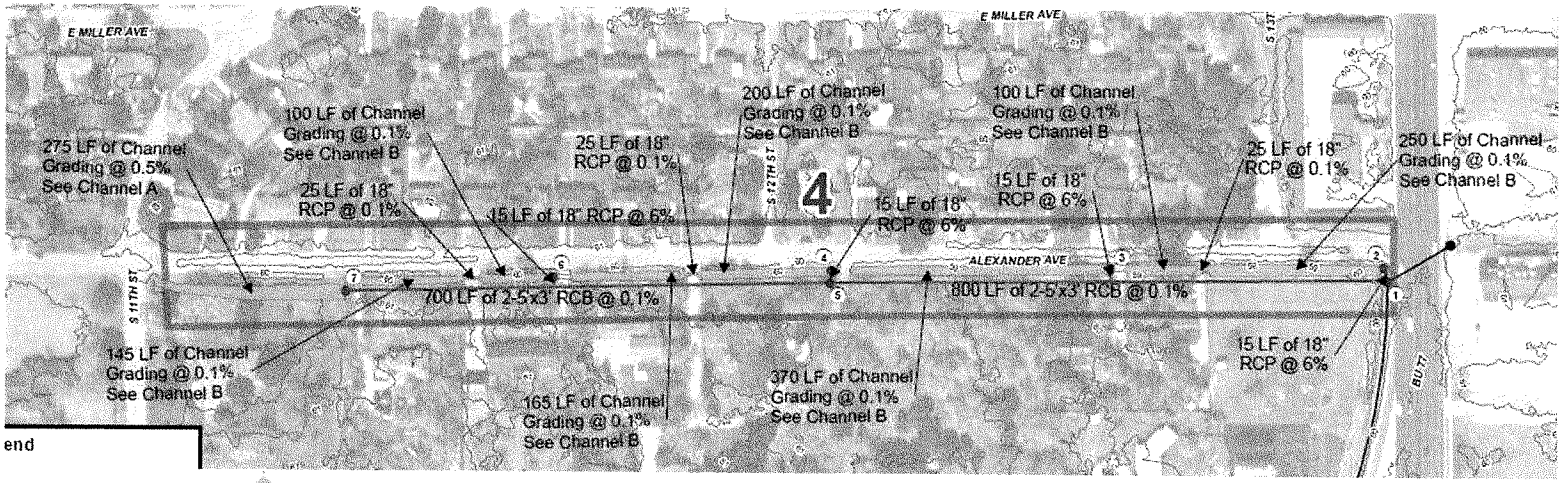
Location 4 - Alexander Ave. from 11th St. to 14th St.

Drainage Solutions:

- Improvements to the existing ditch
- Adjacent culvert to convey design flow
- $1,900,000



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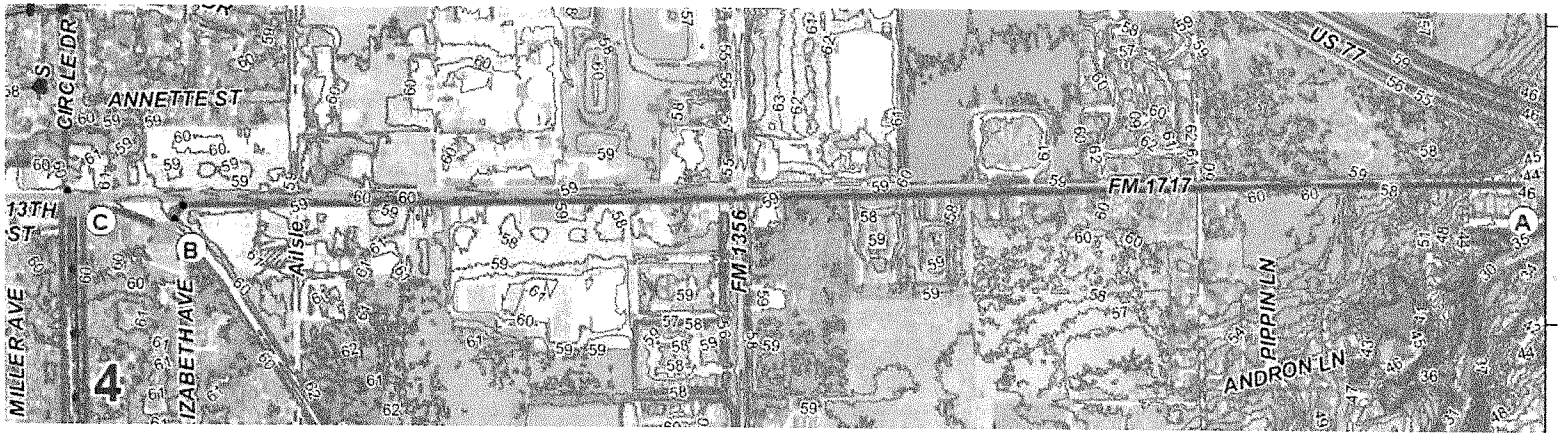
Location 4 - Alexander Ave. from 11th St. to 14th St.

Potential Downstream Improvements:

- Improvements to 8,800 feet of storm sewer to convey design flow
- Cost ranges from $17 million to $25 million



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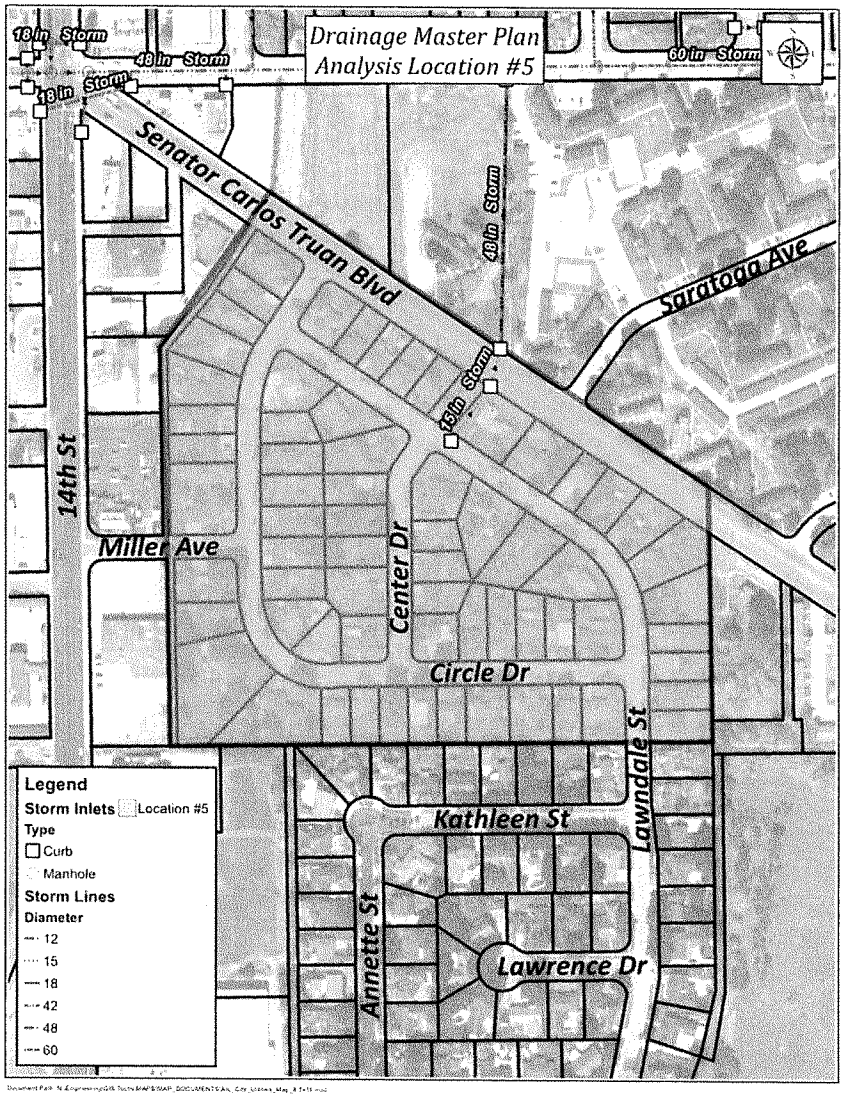
Location 5

Caesar Place Subdivision

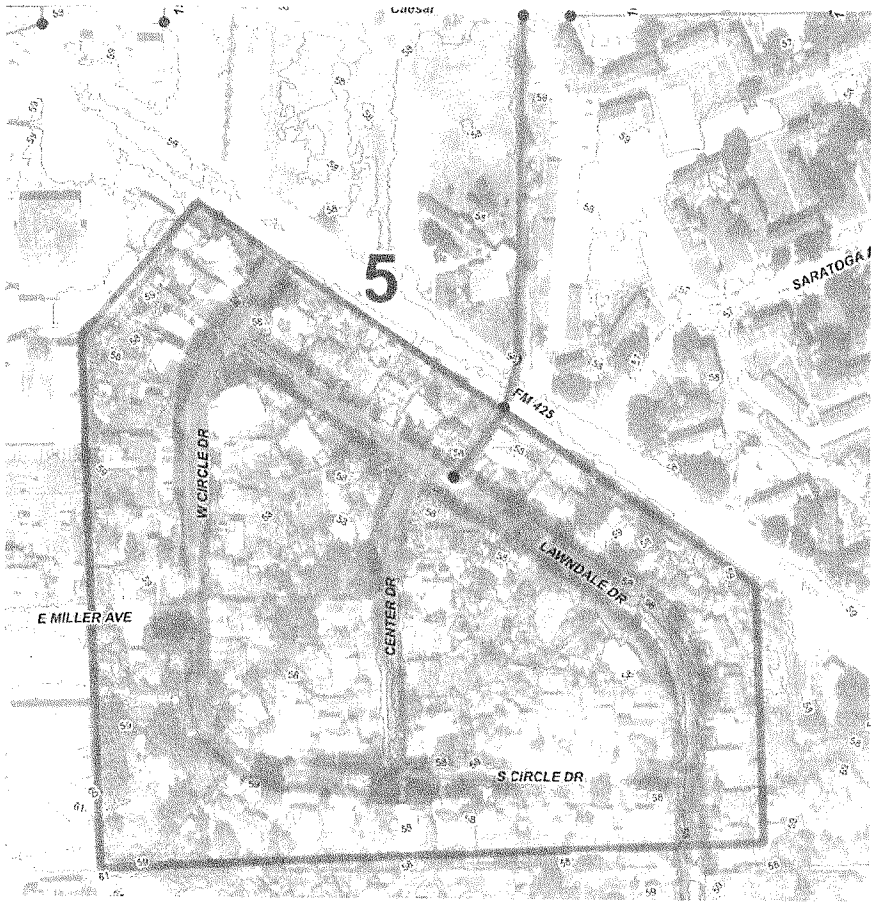
Drainage Issues:

- **Flooding issues in streets**
- **High water in roads and front yards**



Location 5

Caesar Place Subdivision



Drainage Issues:

- **Only one inlet in the subject area with inadequate capacity**
- **Street capacity can't handle the design flow**

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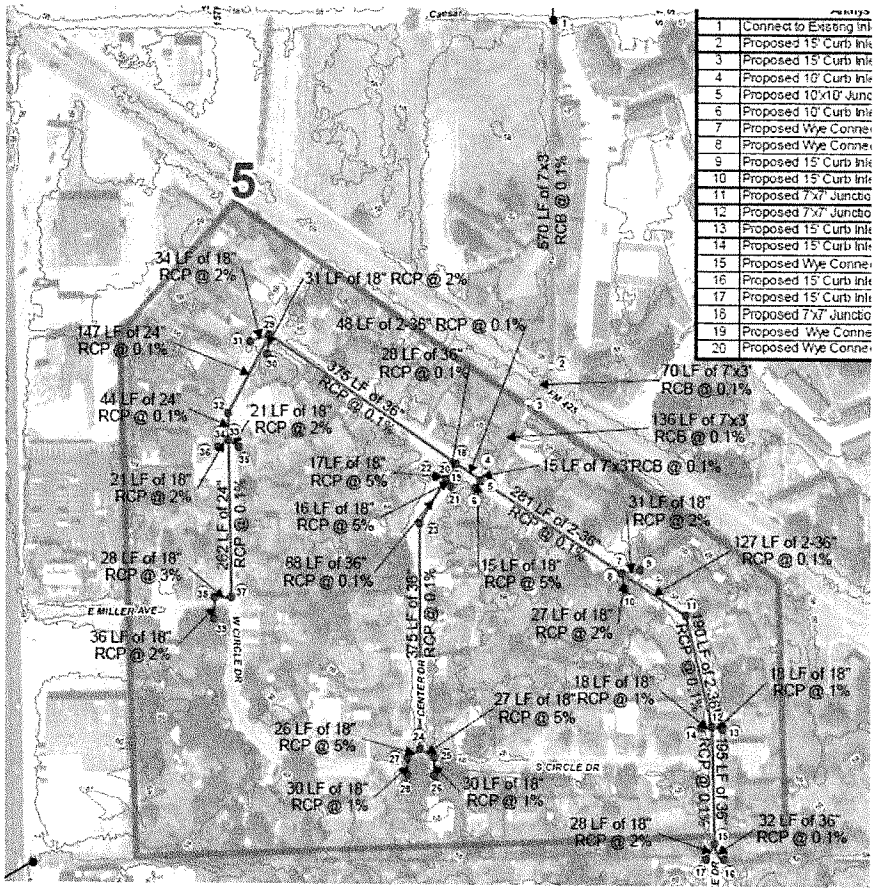
Location 5

Caesar Place Subdivision

Drainage Solutions:

- **Add inlets and storm sewer throughout the subject area**
- **Improve the downstream culvert**
- **$2,000,000**



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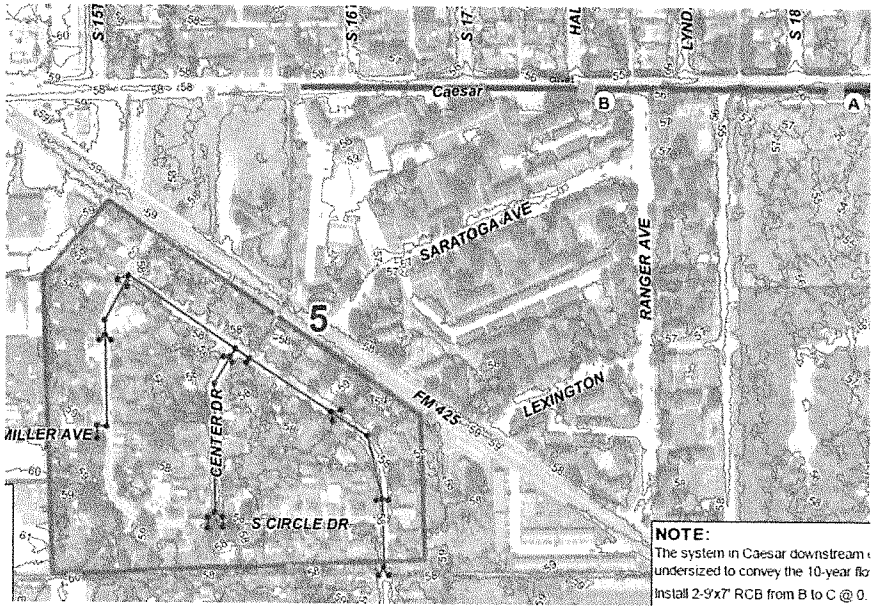
Location 5
Caesar Place Subdivision

Potential Downstream Improvements:

- Improvements to Caesar to convey additional flow
- Add culverts
- Requires location 2 downstream improvements
- $5,800,000



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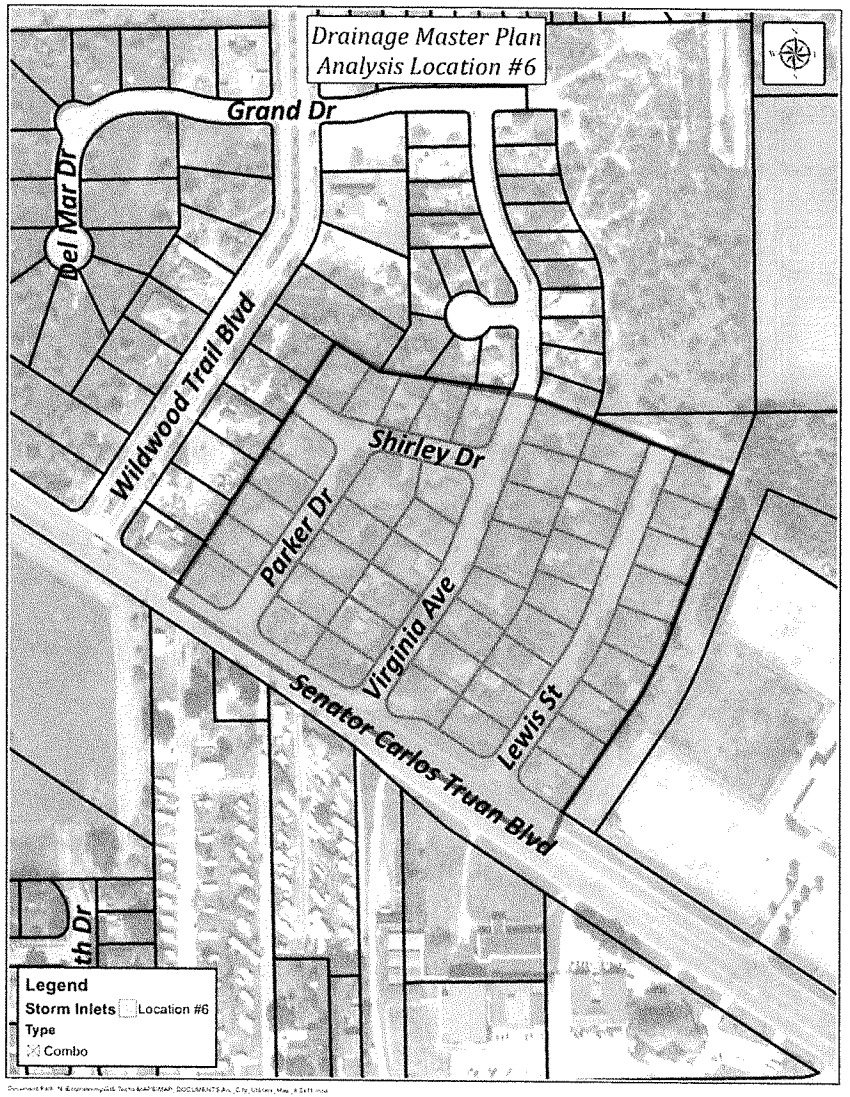
Location 6

The neighborhood off of Lewis St. & Senator Carlos Truan Blvd.

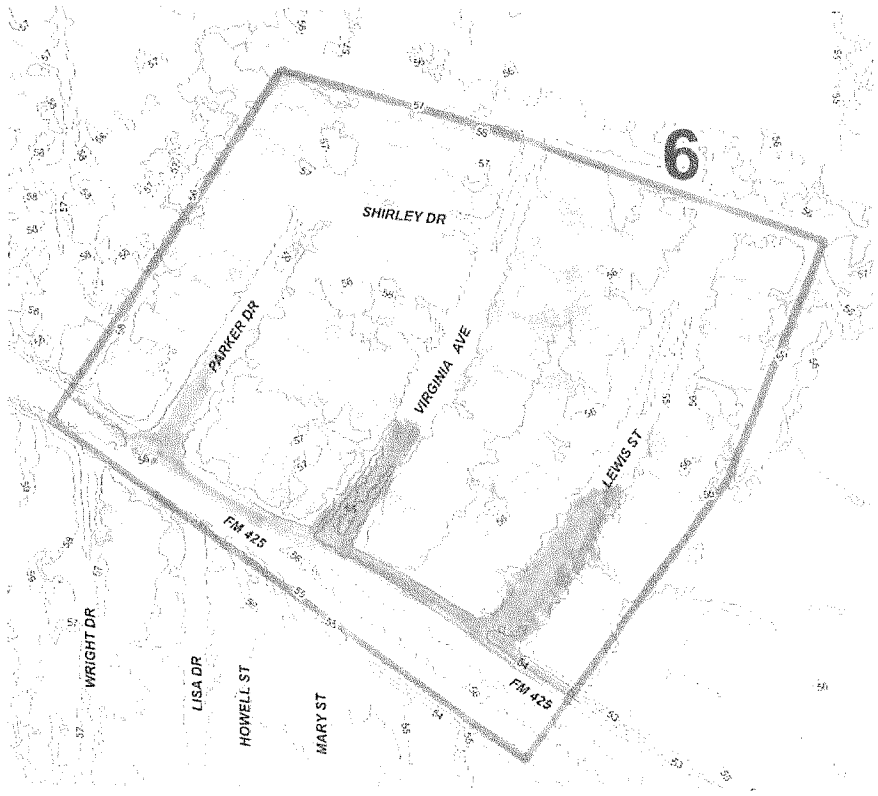
Drainage Issues:

- **Flooding issues in streets**
- **Impassable roads; homes in danger of flooding**



Location 6

The neighborhood off of Lewis St. & Senator Carlos Truan Blvd.



Drainage Issues:

- All three side streets are designed to allow flow over the road in all storm events
- Adjacent homes are lower than FM 425, so flow would backs up into development

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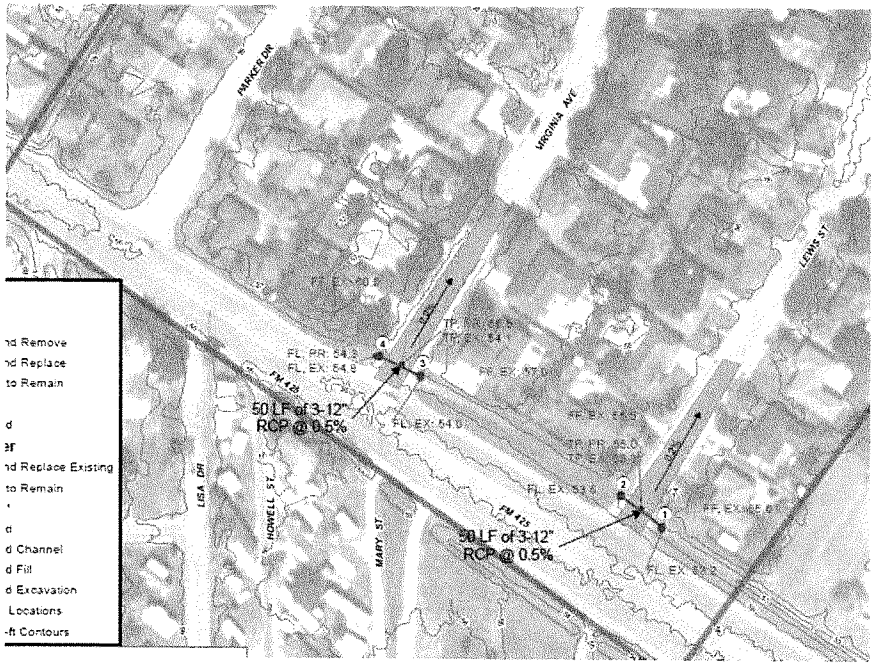
Location 6

The neighborhood off of Lewis St. & Senator Carlos Truan Blvd.

Drainage Solutions:

- Regrading the streets to allow installation of culverts under the side roads to convey runoff
- Add inlets and storm sewer
- $230,000



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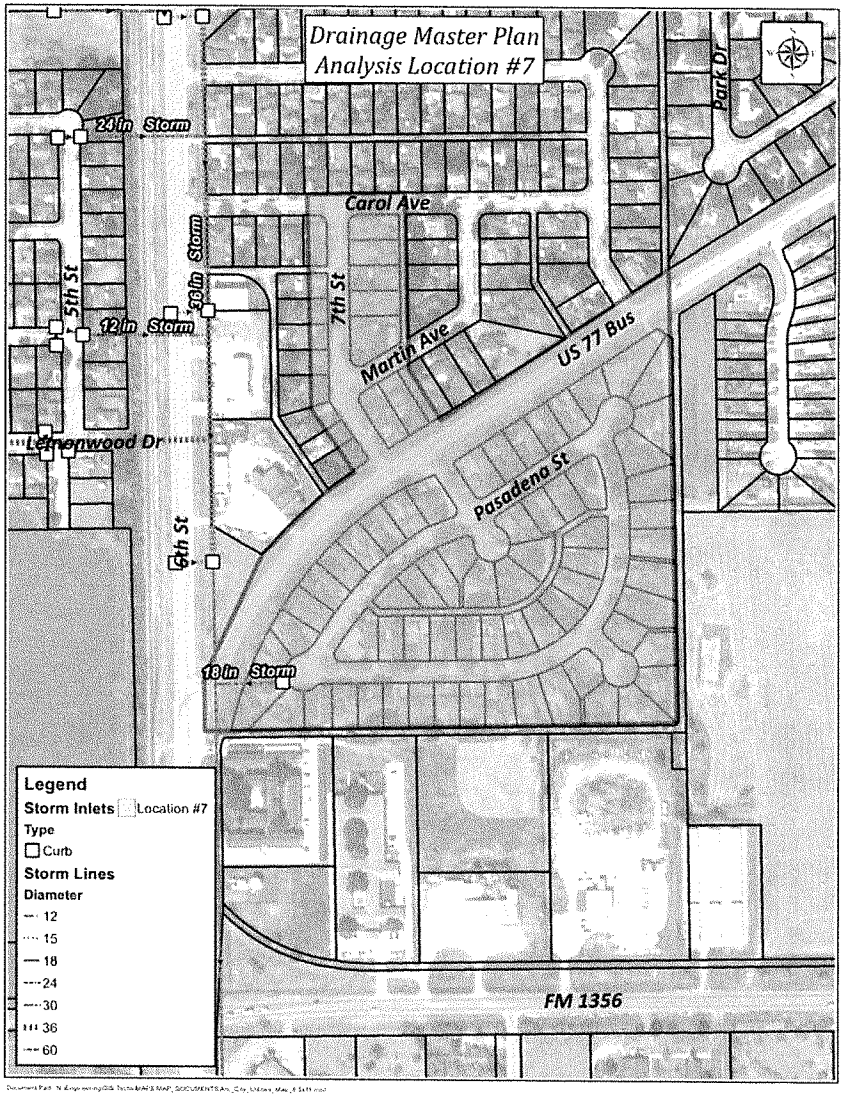
Location 7

The neighborhood on N. & S. Pasadena St. and 7th St. between Carol Ave. & BU 77

Drainage Issues:

- **Flooding issues in streets, particularly near the N. and S. Pasadena St. intersection near the existing inlet.**
- **High water in roads and near homes**

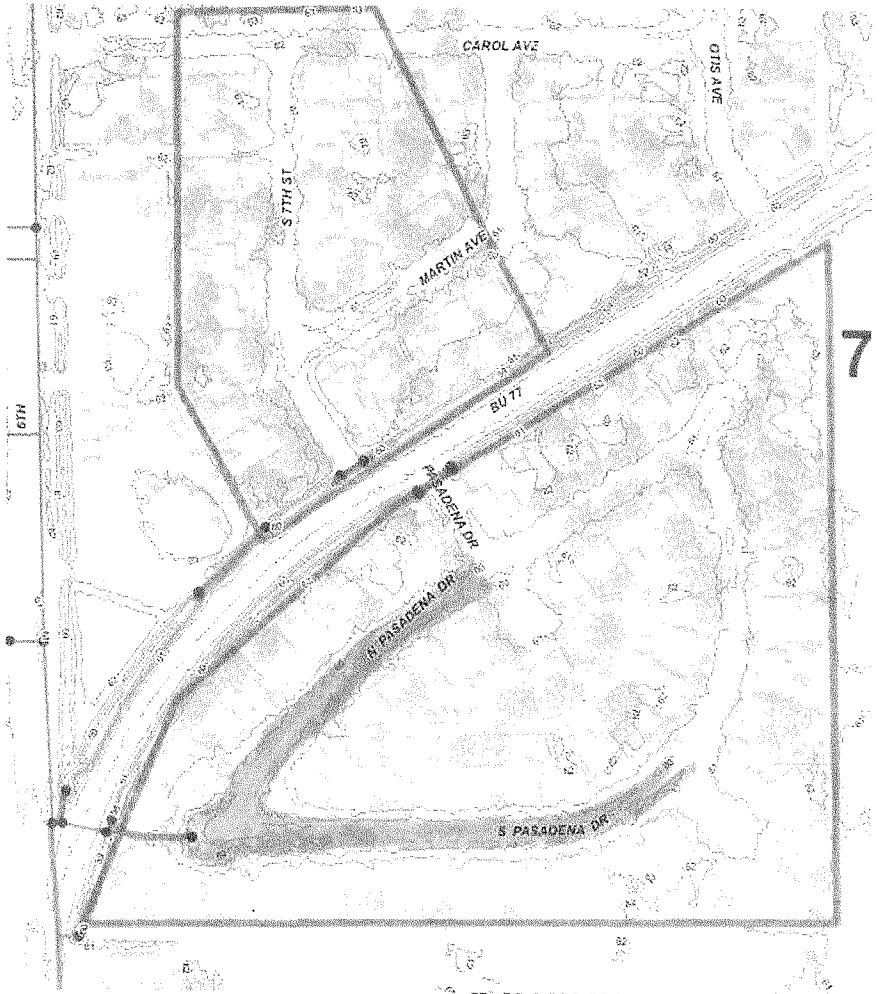


Location 7

The neighborhood on N. & S. Pasadena St. and 7th St. between Carol Ave. & BU 77

Drainage Issues:

- Existing inlet is the only inlet in the area.
- The road capacity cannot convey design flow
- Storm sewer is undersized



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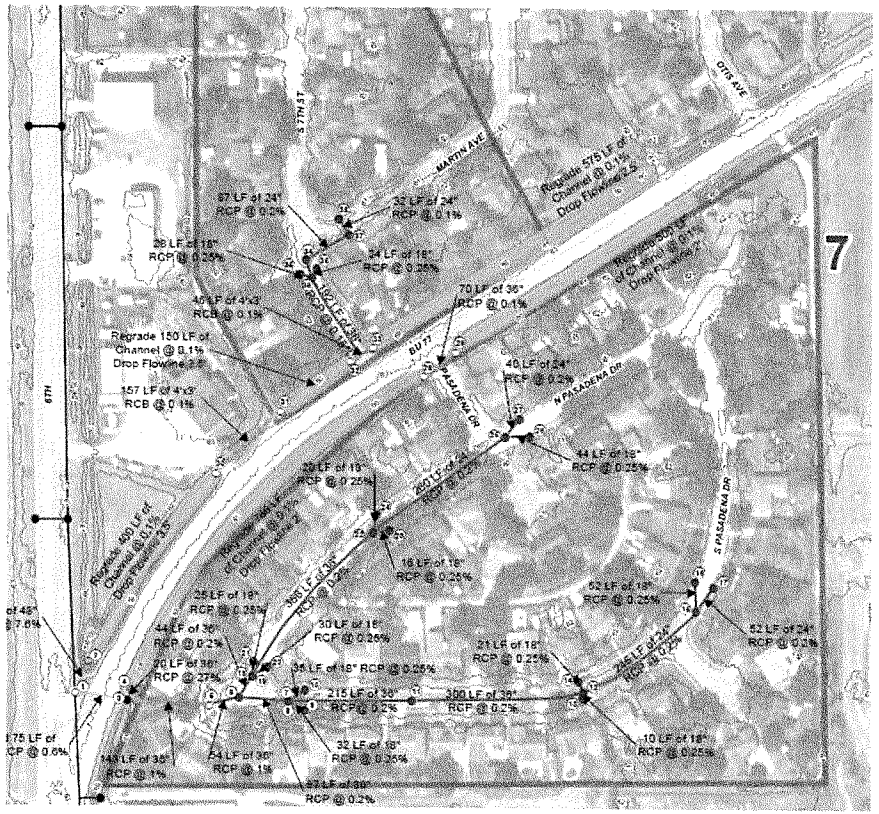
Location 7

The neighborhood on N. & S. Pasadena St. and 7th St. between Carol Ave. & BU 77

Drainage Solutions:

- **Adding inlets and storm sewer**
- **Improvements to existing storm sewer**
- **$1,400,000**



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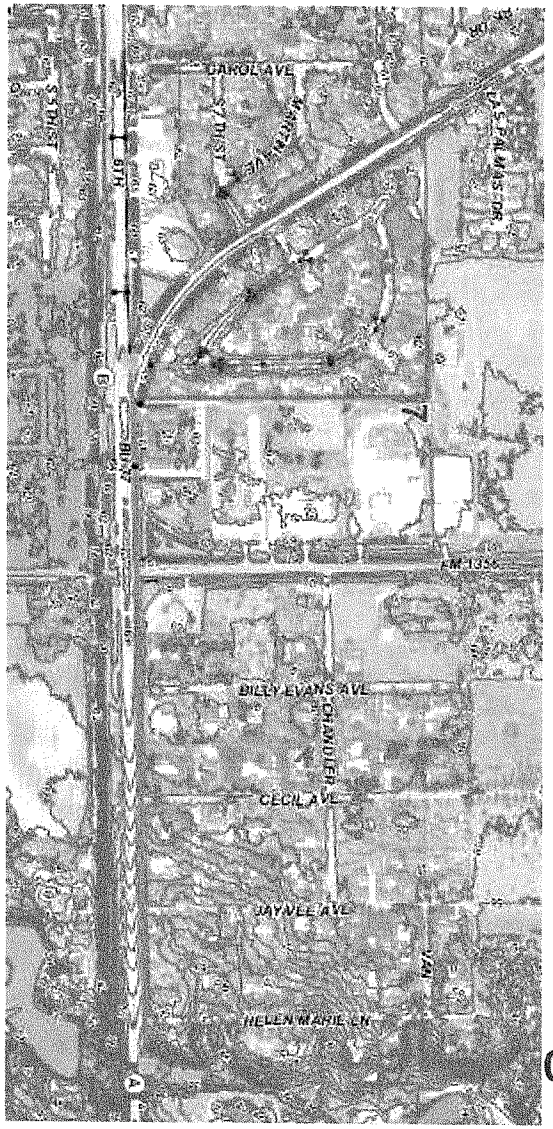
Location 7

The neighborhood on N. & S. Pasadena St. and 7th St. between Carol Ave. & BU 77

Potential Downstream Improvements:

- Improvements to 3100 feet of storm sewer along BU 77
- Construction cost from $7 million to $10 million



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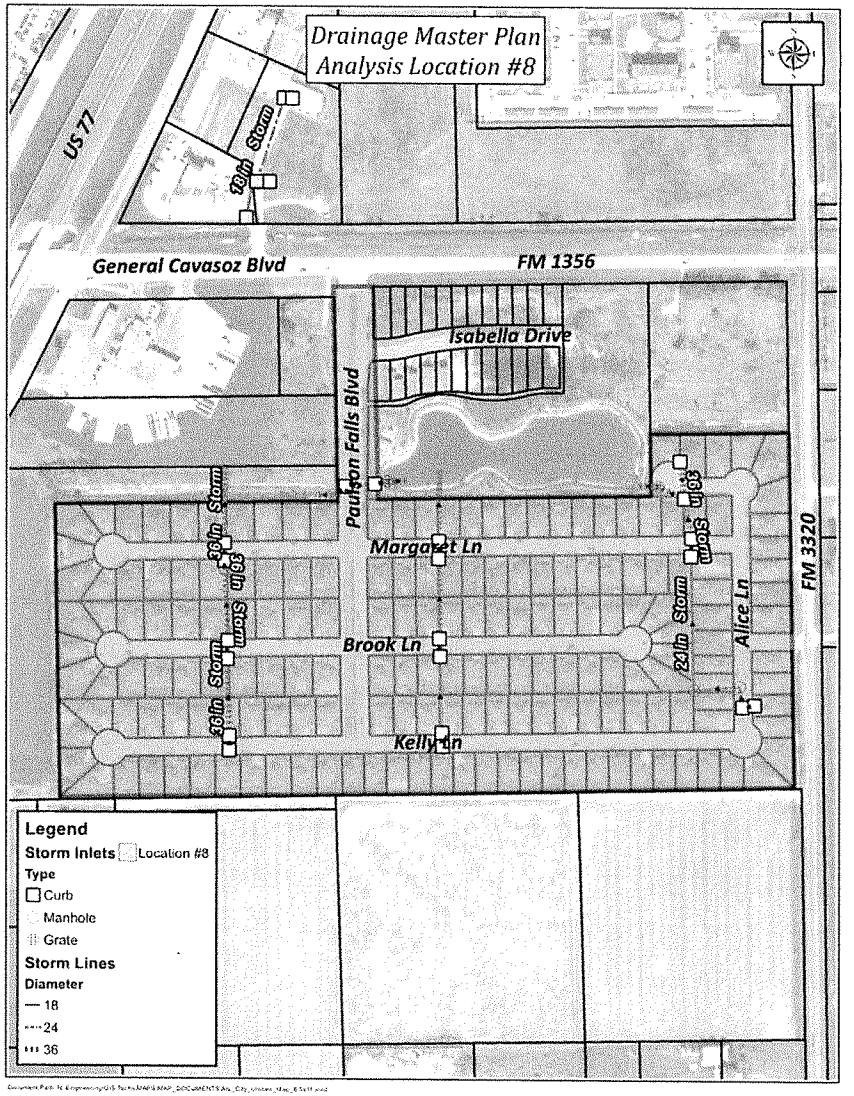
Location 8

The neighborhood off of Paulson Falls Blvd

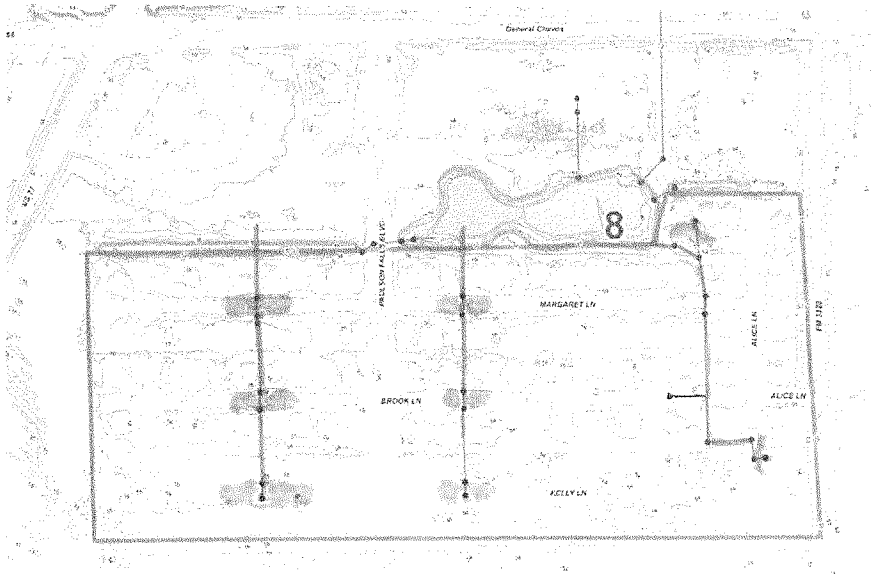
Drainage Issues:

- **Flooding issues in streets, particularly Brook Ln., Kelly Ln, and the intersection of Alice Ln. and Alice Ln.**
- **High water in roads and near homes**



Location 8

The neighborhood off of Paulson Falls Blvd



Drainage Issues:

- **Water surface elevation in the pond is high, creating an adverse condition in the development**
- **Minor inlet and storm sewer capacity issues**

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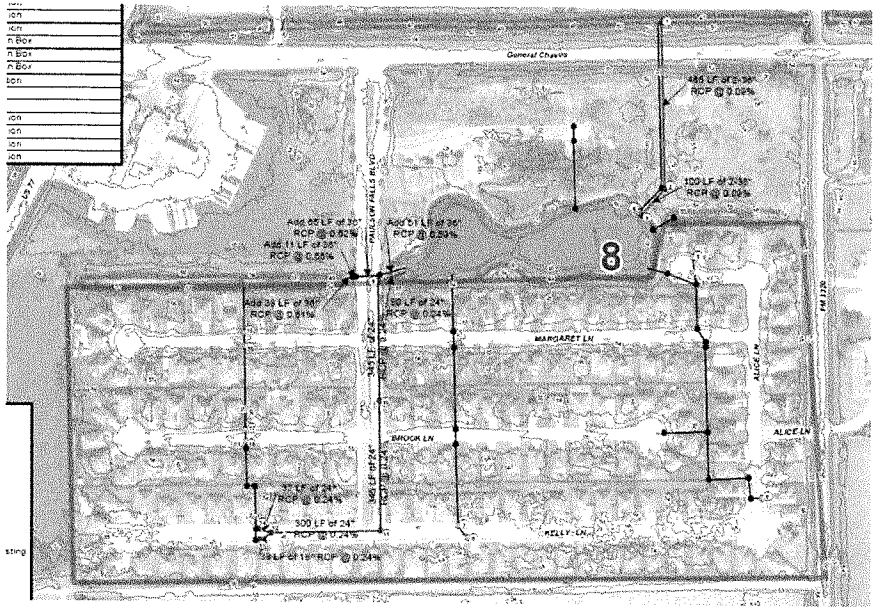
Location 8

The neighborhood off of Paulson Falls Blvd



Drainage Solutions:

- **Modify the pond outfall to lower water surface elevation**
- **Additional inlets and storm sewer**
- **$700,000**

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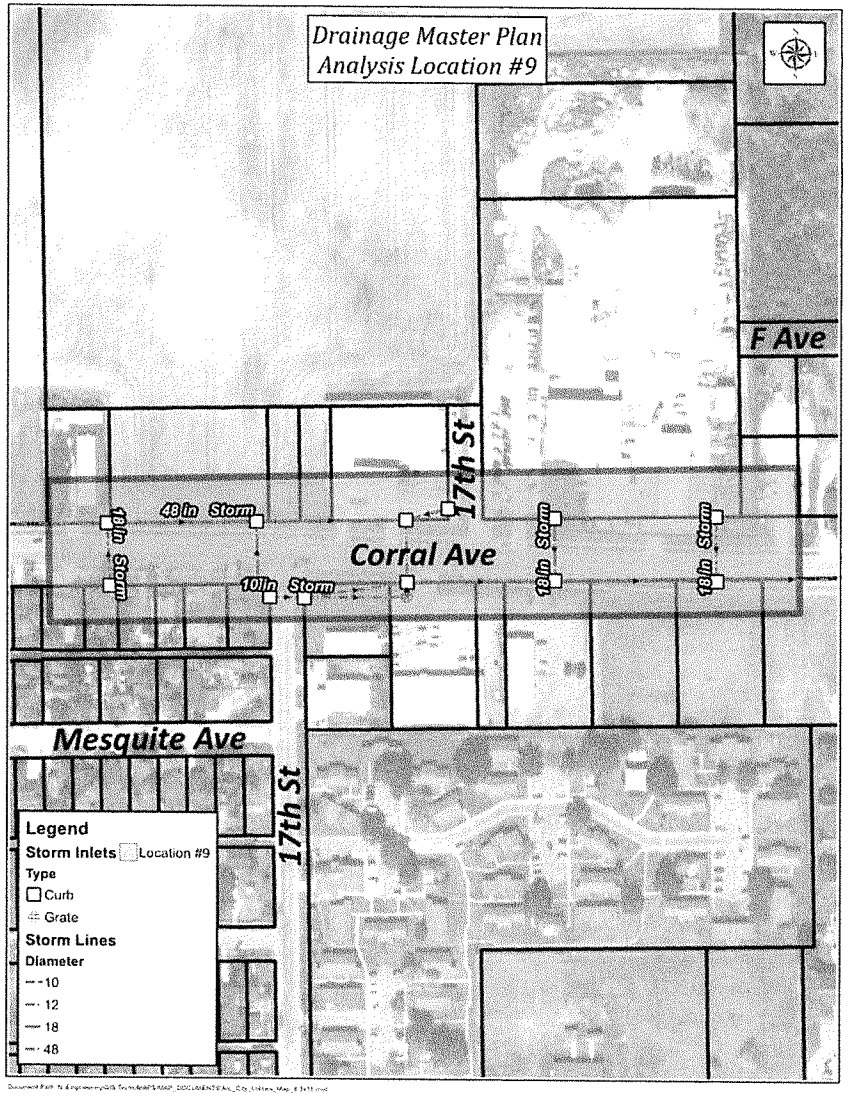
Location 9

N. 17th St. and Corral Ave. intersection

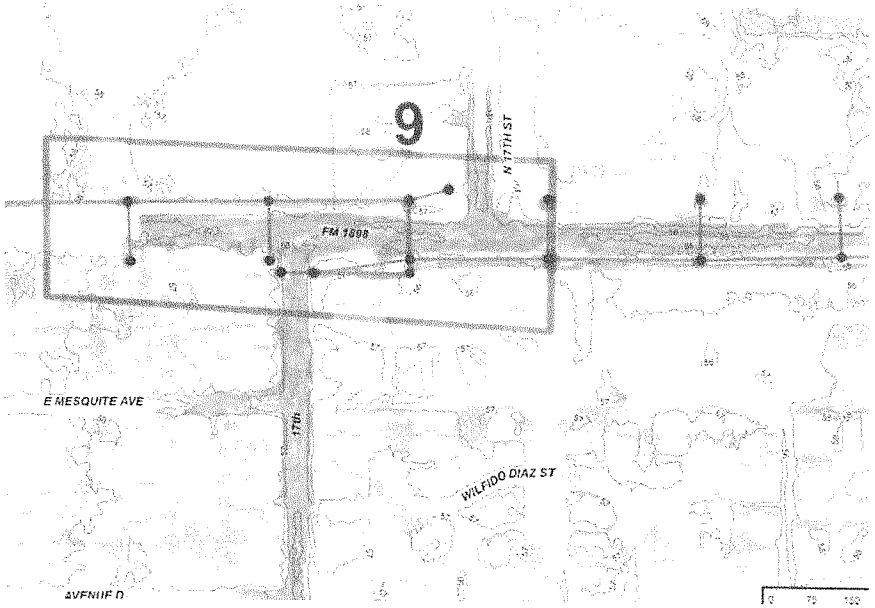
Drainage Issues:

- **Flooding issues in streets and standing water**



Location 9

N. 17th St. and Corral Ave. intersection



Drainage Issues:

- **No storm sewer in 17th street and other areas to the south**
- **Undersized storm sewer and inlets**
- **Street does not have capacity for design storm**

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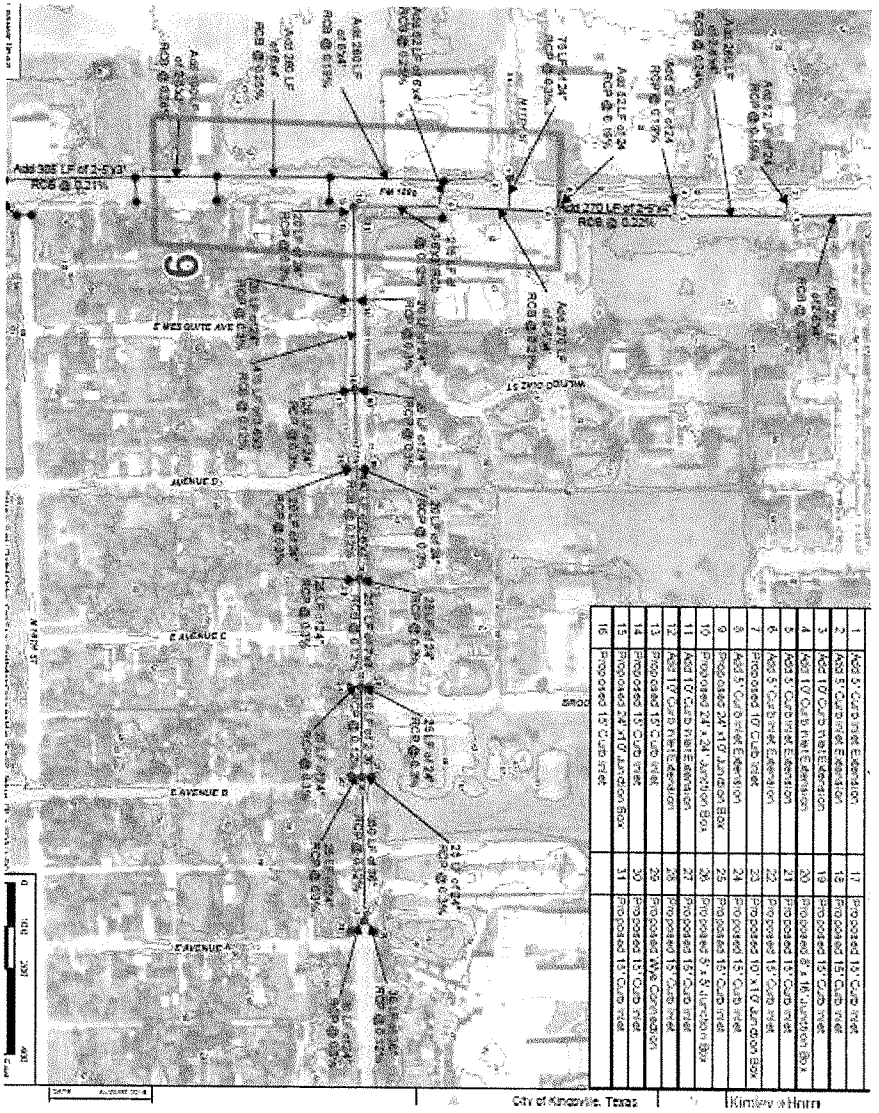
Location 9

N. 17th St. and Corral Ave. intersection

Drainage Solutions:

- **Storm sewer in 17th street**
- **Improvements to storm and inlets in Corral Avenue**
- **$5,600,000**



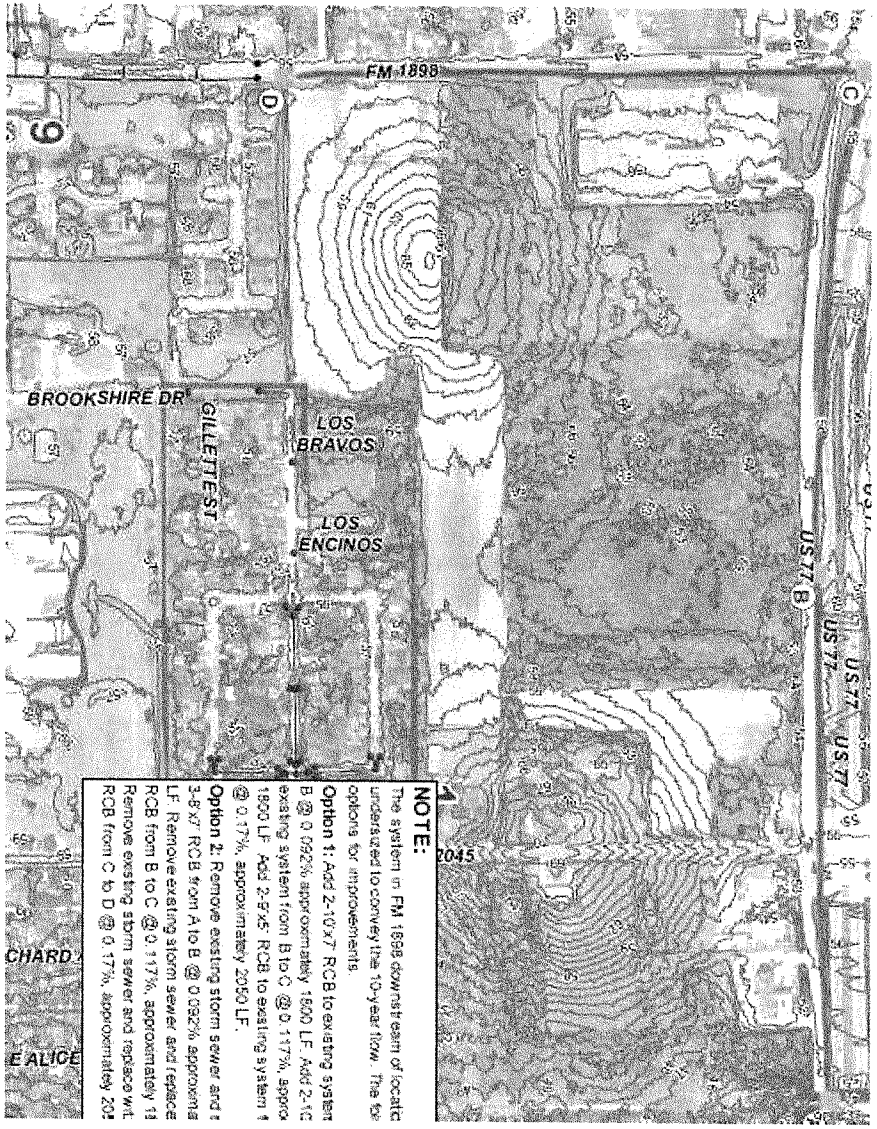
1	Add 5' Curb Inlet Extension	
2	Add 5' Curb Inlet Extension	17
3	Add 10' Curb Inlet Extension	18
4	Add 10' Curb Inlet Extension	19
5	Add 5' Curb Inlet Extension	20
6	Add 5' Curb Inlet Extension	21
7	Proposed 10' Curb Inlet	22
8	Add 5' Curb Inlet Extension	23
9	Proposed 24" x 24" Junction Box	24
10	Proposed 24" x 24" Junction Box	25
11	Add 10' Curb Inlet Extension	26
12	Add 10' Curb Inlet Extension	27
13	Proposed 15' Curb Inlet	28
14	Proposed 15' Curb Inlet	29
15	Proposed 24" x 10" Junction Box	30
16	Proposed 15' Curb Inlet	31
	Proposed 15' Curb Inlet	
	Proposed 15' Curb Inlet	
	Proposed 6' x 16' Junction Box	
	Proposed 15' Curb Inlet	
	Proposed 10' x 10' Junction Box	
	Proposed 15' Curb Inlet	
	Proposed 5' x 5' Junction Box	
	Proposed 15' Curb Inlet	
	Proposed Wye Connection	
	Proposed 15' Curb Inlet	
	Proposed 15' Curb Inlet	
	Proposed 15' Curb Inlet	

Location 9

N. 17th St. and Corral Ave. intersection

Drainage Issues:

- **Improvements to 5700 feet of storm sewer along Corrall Avenue and US 77**
- **Construction cost approximately $20,000,000**



Opinions of Probable Construction Cost

Location 1	$	1,388,016
Location 2	$	1,352,544
Location 3	$	1,509,807
Location 4	$	1,890,123
Location 5	$	1,950,640
Location 6	$	223,060
Location 7	$	1,419,236
Location 8	$	695,936
Location 9	$	5,552,983

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Opinions of Probable Construction Cost

Location 2 Downstream Improvements	$	2,232,067
Location 3 Downstream Improvements Option 1	$	6,613,029
Location 3 Downstream Improvements Option 2	$	20,165,400
Location 4 Downstream Improvements Option 1	$	24,815,034
Location 4 Downstream Improvements Option 2	$	17,204,284
Location 5 Downstream Improvements	$	5,753,496
Location 7 Downstream Improvements Option 1	$	6,992,136
Location 7 Downstream Improvements Option 2	$	9,805,637
Location 9 Downstream Improvements Option 1	$	19,684,116
Location 9 Downstream Improvements Option 2	$	21,871,719

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TxDOT Projects

Location	City Project	TxDOT Coordination	TxDOT Project
1	X	X	
2	X		
Downstream 2	X	X	
3	X		
Downstream 3	X	X	
4	X		
Downstream 4		X	X
5	X	X	
Downstream 5	X		
6	X	X	
7	X	X	
Downstream 7		X	X
8	X	X	
9	X	X	
Downstream 9		X	X



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Prioritization

- **Prioritization of projects based on multiple factors**
  - **Capacity of existing infrastructure – 35%**
  - **Potential for structural flooding – 40%**
  - **Impacts on mobility – 25%**



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Prioritization

Project Location	Category			Total
	1	2	3	
9	7	4	5	5.3
2	7	4	2	4.55
6	7	2	5	4.5
1	7	2	4	4.25
4	7	3	2	4.15
5	7	3	2	4.15
7	7	1	4	3.85
3	7	2	2	3.75
8	6	1	2	3

Kingsville TEXAS

Kimley»Horn

RESOLUTION #2020-_____

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE TEXAS WATER DEVELOPMENT BOARD FOR THE FLOOD INFRASTRUCTURE FUND FOR CITY DRAINAGE PROJECTS.

WHEREAS, the Texas Legislature passed and the Texas voters approved a constitutional amendment for the Flood Infrastructure Fund program to provide financial assistance in the form of loans and grants for flood control, flood mitigation, and drainage projects;

WHEREAS, the City's 2018 Master Drainage Plan prepared by Kimley-Horn identified nine locations for drainage improvements and provided preliminary design and cost estimates for each location;

WHEREAS, the Texas Water Development Board will be receiving applications until June 15, 2020 and has a program for 0% interest loans and requirements for grant funding and the City desires to apply for drainage infrastructure funding.

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

I.

THAT the City Manager is authorized to submit a grant application to the Texas Water Development Board for Flood Infrastructure Fund moneys for drainage projects in the City's 2018 Master Drainage Plan.

II.

THAT all proceeds from said grant including any matching grant amount from the City of Kingsville shall be administered in conformity with the grant application, the Grant Award letter, and the approved Budget Summary.

III.

THAT the City Manager is hereby designated at the Authorized Official to accept, alter, or reject the grant.

IV.

THAT in the event of loss or misuse of funds, the City of Kingsville will return all funds to the Texas Water Development Board.

V.

THAT this Resolution shall be effective upon adoption.

PASSED AND APPROVED by a majority vote of the City Commission the 8th day of June, 2020.

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM

_____
Courtney Alvarez, City Attorney

AGENDA ITEM #15

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: June 8, 2020

SUBJECT: Consider/discuss authorization to issue requests for proposals (RFP) for administrative services and requests for qualifications (RFQs) for engineering services related to the Community Development Block Grant - Mitigation (CDBG-MIT) grant programs administered by the Texas General Land Office (GLO).

Summary:

The Texas General Land Office (GLO) is administering over $4.2 billion in Community Development Block Grant Mitigation funds (CDBG-MIT) for communities declared in the 2015; 2016 and/or Harvey disasters. Each program offered has unique requirements and funding is expected to be highly competitive. This funding does not require a tie-back to the disaster events, only that projects submitted must address mitigation to avoid future damage to facilities and improvements.

The minimum grant in both funding categories is $3 million, with a 1% match contribution of the amount requested to receive points under this scoring factor. Each project must meet 51% LMI benefit to receive maximum points under this scoring factor. The City of Kingsville's city-wide LMI is 52.19%, which means the City could apply for a project that has a city-wide benefit.

The City Commission adopted a Master Drainage Plan in 2018 for nine locations City-wide. These locations were ranked in priority and will be used in submitting applications.

Financial Impact:

City of Kingsville
Engineering Dept.

There is no finance impact in advertising RFP and RFQ professional services. The item can be determined once the City decides to accept an RFP.

Recommendation:
Staff recommends approval of agenda item as presented.

Attachments:
Signed Declaration of Local Disaster – Hurricane Harvey
Signed Letter to Governor – Hurricane Harvey
Kleberg County added to Presidential Disaster Declaration
2016 Flood State Mitigation Competition
CDBG MIT Hurricane Harvey State Mitigation Competition
RFP – Public Notice – CDBG – MIT – sample form
2018 Master Drainage Plan

DECLARATION OF LOCAL DISASTER BY PROCLAMATION OF THE MAYOR OF THE CITY OF KINGSVILLE

WHEREAS, the approach of Hurricane Harvey presents an imminent threat of widespread or severe damage, injury, or loss of life or property resulting from flood, wind, storm, wave action, and other public calamity resulting therefrom which requires emergency action; and

WHEREAS, Section 418.108 of the Texas Government Code and Section 22-26 of the Kingsville City Code authorizes the Mayor of the City of Kingsville, as the presiding officer of the governing body of a political subdivision, to declare a local state of disaster;

WHEREAS, I, as the Mayor of the City of Kingsville, have determined that extraordinary measures must be taken to alleviate the suffering of people and to protect or rehabilitate property; and

WHEREAS, I believe that the City of Kingsville's Emergency Management Plan should be activated;

NOW, THEREFORE, BE IT PROCLAIMED BY THE MAYOR OF THE CITY OF KINGSVILLE, TEXAS:

Section 1. That a local state of disaster is hereby declared for the City of Kingsville, Texas, pursuant to § 418.108 (a) of the Texas Government Code.

Section 2. That pursuant to § 418.108 (b) of the Texas Government Code, the state of disaster shall continue for a period of not more than seven (7) days from the date of this declaration unless continued or renewed by the City Commission, unless terminated earlier.

Section 3. That pursuant to § 418.108 (d) of the Texas Government Code, this declaration activates the City of Kingsville Emergency Management Plan, including all recovery and rehabilitation aspects of all applicable local or interjurisdictional emergency management plans; authorizes the furnishing of all aid and assistance, as deemed necessary or desirable by those administering the plans, and activates the preparedness and response aspects of the plans.

Section 4. That pursuant to § 418.108 (c) of the Texas Government Code, this declaration shall be filed promptly with the City Secretary, and shall be given prompt and general publicity.

Section 5. That this Proclamation shall take effect immediately from and after its issuance.

DECLARED AND ORDERED this the 25th day of August, 2017.

SAM R. FUGATE, MAYOR

ATTEST:

MARY VALENZUELA, CITY SECRETARY

CITY OF KINGSVILLE

P.O. BOX 1458 - KINGSVILLE, TEXAS 78364

August 25, 2017

The Honorable Greg Abbott
Governor of Texas
c/o District Coordinator
Texas Division of Emergency Management
P. O. Box 4087
Austin, Texas 78773-0001

Dear Governor Abbott:

The City of Kingsville, Texas is facing significant threats to life, health and property due to Hurricane Harvey and the severe weather (hurricane force winds, flooding rains, tornadoes, hail and lightning) it is producing as it moves across the Gulf of Mexico.

I have determined that this severe weather is of such severity and magnitude that an effective response is beyond the capability of the local jurisdiction to control. Pursuant to §433.001 of the *Texas Government Code*, I am requesting that you declare a state of emergency for the state of Texas, including Kleberg County and the City of Kingsville, Texas and issue appropriate directives to deal with this emergency. I ask that you as Governor of the State of Texas request that FEMA respond to any request the City of Kingsville makes for public assistance.

I as Mayor and presiding officer of the City Commission of Kingsville, has taken action executing a Declaration of Local Disaster for the City of Kingsville on August 25, 2017. Enclosed is a copy.

Sincerely,

Sam R. Fugate

Federal Disaster Declaration Granted For Additional Texas Counties

July 8, 2016 | Austin, Texas | Press Release

The federal government today granted Governor Greg Abbott's federal disaster request for Public Assistance for Bandera, Bastrop, Brown, Caldwell, Eastland, Fayette, Fort Bend, Grimes, Hood, Houston, Jasper, Kleberg, Polk, San Jacinto and Washington Counties, amending the June 11th disaster declaration following severe flooding across the State of Texas in May.

Additional counties may be added to the Governor's request for assistance once they meet the threshold required by the federal government to request federal disaster aid.

4.4.2 2016 Floods State Mitigation Competition

The GLO will conduct a mitigation competition to address risks in the 2016 Floods HUD MID and State MID areas. Eligible applicants will include units of local government (cities and counties), Indian Tribes, and councils of governments. Entities may coordinate activities and submit a joint project that crosses jurisdictional boundaries. Each applicant may submit a total of 2 applications, whether applying as the lone applicant or jointly with another jurisdiction(s). Each application must consist of one project. Depending on demand, no applicant will be awarded for their second application until all successful eligible applicants have been awarded funding at least once. If an applicant is eligible for multiple competitions, the same project(s) cannot be submitted in each competition. If a project is a phase of a larger project, the phase of the project submitted must be viable as a stand-alone project. Applicants are encouraged to incorporate nature-based solutions, including natural or green infrastructure, into their proposed projects.

The GLO reserves the option to delay award(s) to ensure that at least fifty (50) percent of funds benefit LMI persons and at least fifty (50) percent of funds address identified risks in the 2016 Floods HUD MID areas (counties).

4.4.2.1 *Connection to Identified Risk:*

As outlined in Mitigation Needs Assessment, severe coastal/riverine flooding, storms, and tornadoes are among the top risks to which Texas has the greatest exposure. Each proposed project must mitigate against one of these identified risks.

4.4.2.2 *Allocation Amount:* $147,680,760

i. At least fifty (50) percent of funds must address identified risks in the 2016 Floods HUD MID areas (counties); and

ii. Up to fifty (50) percent of funds may address identified risks in the 2016 Floods State MID counties.

4.4.2.3 *Award Amount:*

i. Maximum Amount: $10,000,000

ii. Minimum Amount: $3,000,000

4.4.2.4 *Eligible Applicants:* Units of local government (cities and counties), Indian Tribes and councils of governments

4.4.2.5 *Eligible Activities: All activities allowed under CDBG-MIT; HCDA Section 105(a) (1-5), 105(a) (7-9), and 105(a)(11), including but not limited to:*

i. Flood control and drainage improvements, including the construction or rehabilitation of stormwater management system;

ii. Infrastructure improvements (such as water and sewer facilities, streets, provision of generators, removal of debris, bridges, etc.);

iii. Natural or green infrastructure;

iv. Communications infrastructure;

v. Public facilities;

vi. Buyouts or Acquisition with or without relocation assistance, down payment assistance, housing incentives, and demolition;

vii. Activities designed to relocate families outside of floodplains;

viii. Public service within the 15 percent cap (e.g., housing counseling, legal counseling, job training, mental health, and general health services);

ix. FEMA Hazard Mitigation Grant Program (HMGP) cost share for CDBG-MIT eligible project;

x. Economic development (assistance to businesses for the installation of disaster mitigation improvements and technologies; financing to support the development of technologies, systems and other measures to mitigate future disaster impacts; "hardening" of commercial areas and facilities; and financing critical infrastructure sectors to allow continued commercial operations during and after disasters); and

xi. Nonresidential structures must be elevated to the standards described in this paragraph or floodproofed, in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(3)(ii) or successor standard, up to at least two feet above the 100-year (or 1 percent annual chance) floodplain. All Critical Actions, as defined at 24 CFR 55.2(b)(3), within the 500-year (or 0.2 percent annual chance) floodplain must be elevated or floodproofed (in accordance with the FEMA standards) to the higher of the 500-year floodplain elevation or 3 feet above the 100-year floodplain elevation. If the 500-year floodplain or elevation is unavailable, and the Critical Action is in the 100-year floodplain, then the structure must be elevated or floodproofed at least 3 feet above the 100-year floodplain elevation. Critical Actions are defined as an "activity for which even a slight chance of flooding would be too great, because such flooding might result in loss of life, injury to

persons or damage to property." For example, Critical Actions include hospitals, nursing homes, police stations, fire stations and principal utility lines.

4.4.2.6 *Ineligible Activities*

i. Emergency response services. Emergency response services shall mean those services that are carried out in the immediate response to a disaster or other emergency in order to limit the loss of life and damage to assets by state and local governmental and nongovernmental emergency public safety, fire, law enforcement, emergency response, emergency medical (including hospital emergency facilities), and related personnel, agencies, and authorities;

ii. CDBG-MIT funds may not be used to enlarge a dam or levee beyond the original footprint of the structure that existed prior to the disaster event. CDBG-MIT funds for levees and dams are required to:

iii. Register and maintain entries regarding such structures with the USACE National Levee Database or National Inventory of Dams;

iv. Ensure that the structure is admitted in the USACE PL 84–99 Rehabilitation Program (Rehabilitation Assistance for Non-Federal Flood Control Projects);

v. Ensure the structure is accredited under the FEMA NFIP; and

vi. Maintain file documentation demonstrating a risk assessment prior to funding the flood control structure and documentation that the investment includes risk reduction measures.

vii. Funds may not be used to assist a privately owned utility for any purpose. A private utility, also referred to as an investor-owned utility, is owned by private investors and is for-profit as opposed to being owned by a public trust or agency (e.g., a coop or municipally owned utility);

viii. Buildings and facilities used for the general conduct of government (e.g., city halls, courthouses, and emergency operation centers);

ix. By law, (codified in the HCD Act as a note to 105(a)), the amount of CDBG-MIT funds that may be contributed to a USACE project is $250,000 or less;

x. Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a) prohibits flood disaster assistance in certain circumstances. In general, it provides that no federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for "repair, replacement, or restoration" for damage to any personal, residential, or commercial property if that person at any time has received federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable federal law and the person has

subsequently failed to obtain and maintain flood insurance as required under applicable federal law on such property. No disaster assistance may be provided for the repair, replacement, or restoration of a property to a person who has failed to meet this requirement;

xi. If the property is purchased through the use of eminent domain, the ultimate use of that property may not benefit a particular private party and must be for a public use; eminent domain can be used for public use, but public use shall not be construed to include economic development that primarily benefits private entities; and

xii. Incentive payments to households that move to disaster-impacted floodplains.

4.4.2.7 *Project Eligibility:*

i. Meets the definition of mitigation activities;

ii. Addresses identified current and future risks; mitigation related to severe coastal and riverine flooding, storms, tornadoes

iii. Meets the definition of a CDBG-eligible activity under title I of HCDA or otherwise pursuant to a waiver or alternative requirement;

iv. Meets a CDBG national objective;

v. Includes a plan for the long-term funding and management of the operations and maintenance of the project;

vi. Cost verification controls must be in place to assure that construction costs are reasonable and consistent with market costs at the time and place of construction.

4.4.2.8 *Program Guidelines for Residential Buyout or Acquisition Activities (Only):*

Each subrecipient will develop guidelines in accordance with CDBG-MIT requirements and regulations to set maximum assistance amounts, target area locations, Disaster Risk Reduction Area, and additional eligibility requirements. Guidelines must be posted for public comment before use. The GLO must approve all guidelines. Subrecipients are required to develop and follow a RARAP. With respect to the buyout of properties, an "intended, planned, or designated project area," as referenced at 49 CFR24.l0l(b)(l)(ii), shall be an area for which a clearly defined end use has been determined at the time that the property is acquired, in which all or substantially all of the properties within the area must be acquired within an established time period as determined by the grantee or acquiring entity for the project to move forward. Subrecipients may adopt program guidelines used for the Local Buyout and Acquisition Program administered under the State of Texas Plan for Disaster Recovery: Hurricane Harvey for $5.676 billion in CDBG-DR funding. With respect to the buyout of properties, an "intended, planned, or designated project area," as referenced at 49 CFR24.l0l(b)(l)(ii), shall be an area for which a clearly defined end use has been determined at the time that the property is acquired, in which all or substantially all of the

properties within the area must be acquired within an established time period as determined by the grantee or acquiring entity for the project to move forward.

In a Disaster Risk Reduction Area:

i. The hazard must have been caused or exacerbated by the Presidentially declared disaster for which the grantee received its CDBG-MIT allocation;

ii. The hazard must be a predictable environmental threat to the safety and well-being of program beneficiaries, as evidenced by the best available data (e.g., FEMA RL Data) and science; and

iii. The Disaster Risk Reduction Area must be clearly delineated so that HUD and the public may easily determine which properties are located within the designated area. The distinction between buyouts and other types of acquisitions is important, because subrecipient may only redevelop an acquired property if the property is not acquired through a buyout program (i.e., the purpose of acquisition was something other than risk reduction). When properties are not acquired through a buyout program, the purchase price must be consistent with applicable uniform cost principles (and the pre-disaster FMV may not be used)

iv. In carrying out acquisition activities, subrecipient must ensure they are in compliance with their long-term redevelopment and FEMA Approved Hazard Mitigation plans.

4.4.2.9 *Selection Criteria:*

Table 4-3: 2016 Floods State Mitigation Competition Scoring Criteria

Criteria	Maximum Points
County Composite Disaster Index	10 Points Possible
Top 10%	*10 Points*
Top 25%	*8 Points*
Top 75%	*5 Points*
Bottom 25%	*2 Points*
Bottom 10%	*0 Points*
Social Vulnerability Index	10 Points Possible
High	*10 Points*
Medium High	*8 Points*
Medium	*5 Points*
Medium Low	*2 Points*

Criteria	Maximum Points
Low	*0 Points*
Per Capita Market Value	10 Points Possible
Less than $95,000.00	*10 Points*
$95,000.01 - $140,000.00	*8 Points*
$140,000.01 - $200,000.00	*5 Points*
$200,000.01 - $425,000.00	*2 Points*
$425,000.01 or greater	*0 Points*
LMI National Objective	20 Points Possible
Project meets LMI national objective	20 Points
Project does not meet LMI national objective	0 Points
Project Identified in Local Adopted Plan	5 Points Possible
Project identified in local adopted plan	5 Points
Project not identified	0 Points
Management Capacity	15 Points Possible
No CDBG contracts with GLO (management capacity assessment)	Up to 15 Points
Performance on GLO CDBG contract(s), programs and/or projects	Up to 15 Points
Project Impact	25 Points Possible
Total project application amount per total project beneficiaries	15 Points
Percentage of total project beneficiaries out of the total population within a jurisdiction(s)	10 Points
Leverage	5 Points Possible
Non-CDBG Leverage (a minimum value of 1% of the CDBG-MIT funds requested)	5 Points
Tie-breaker: Higher Poverty Rate	
*More details on scoring criteria will be available in the application guidelines.	
**Applications that do not score a minimum of 65 points will only be considered after all applications scoring greater than this amount have been funded.	

4.4.2.10 *National Objectives:* UNM, LMI, low/mod buyout (LMB), and low/mod incentive; at least fifty (50) percent of funds must benefit LMI persons.

4.4.2.11 *AFFH Review:*

All proposed projects will undergo AFFH review by the GLO before approval. Such review will include assessments of (1) a proposed project's area demography, (2) socioeconomic characteristics, (3) housing configuration and needs, (4) educational, transportation, and health care opportunities, (5) environmental hazards or concerns, and (6) all other factors material to the AFFH determination. Applications should show that projects are likely to lessen area racial, ethnic, and low-income concentrations, and/or promote affordable housing in low-poverty, nonminority areas in response to natural hazard-related impacts.

4.4.2.12 *Timeline:* The proposed program start date is 1 month after HUD's approval of this Action Plan. The proposed end date is 4 years from the start date of the program.

4.4.3 HURRICANE HARVEY STATE MITIGATION COMPETITION

The GLO will conduct a mitigation competition to address risks in the Hurricane Harvey HUD MID and State MID areas. Entities may coordinate activities and submit a joint project that crosses jurisdictional boundaries. Each applicant may submit a total of three individual applications and three joint applications. Each application must consist of one project. Depending on demand, no applicant will be awarded for their subsequent application until all successful eligible applicants have been awarded funding at least once. If an applicant is eligible for multiple MIT-program competitions (e.g., 2015 or 2016 Competitions), the same project(s) cannot be submitted in each competition. If a project is a phase of a larger project, the phase of the project submitted must be viable as a stand-alone project. Applicants are encouraged to incorporate nature-based solutions, including natural or green infrastructure, into their proposed projects.

The competition may be comprised of multiple distinct rounds wherein applicants will submit a proposed project for each round that will be scored against the other submittals from that round.

The GLO reserves the option to delay award(s) to ensure that at least fifty (50) percent of funds benefit LMI persons and at least fifty (50) percent of funds address identified risks in the Hurricane Harvey HUD MID areas (counties and ZIP codes).

4.4.3.1 *Connection to Identified Risk:*

As outlined in the Mitigation Needs Assessment, hurricanes/tropical storms/tropical depressions, and severe coastal/riverine flooding are the top 2 severe risks to which Texas has the greatest exposure. Each proposed project must mitigate against one of these identified risks.

4.4.3.2 *Covered Projects:*

Defined as an infrastructure project having a total project cost of $100 million or more, with at least $50 million of CDBG funds, regardless of source (CDBG-DR, CDBG-MIT, or CDBG). When a Covered Project is proposed, the action plan or substantial amendment must include a description of the project and the information required for other CDBG-MIT activities (how it meets the definition of a mitigation activity, consistency with the Mitigation Needs Assessment provided in the grantee's action plan, eligibility under section 105(a) of the HCDA or a waiver or alternative requirement, and national objective, including additional criteria for mitigation activities). Additionally, the action plan must describe how the Covered Project meets additional criteria for national objectives for Covered Projects including: consistency with other mitigation activities in the same MID area; demonstrated long-term efficacy and sustainability of the project including its operations and maintenance; and a demonstration that the benefits of the Covered Project outweigh the costs. There may be a delay in award of any Covered Project to add project details in a subsequent substantial amendment.

4.4.3.3 *Allocation Amount:* $2,144,776,720

i. At least fifty (50) percent of funds must address identified risks in the Hurricane Harvey HUD MID areas (counties and ZIP codes);

ii. Up to fifty (50) percent of funds may address identified risks in the Hurricane Harvey State MID counties; and

iii. Additional areas within counties not explicitly cited as eligible may also become locations of Hurricane Harvey CDBG-MIT funded activities if it can be demonstrated how the expenditure of CDBG-MIT funds in that area will measurably mitigate risks identified within an eligible area (e.g., upstream water retention projects to reduce downstream flooding in an eligible area). Applicants may come from outside of the Hurricane Harvey HUD MID and State MID areas but must enter into an interlocal agreement or memorandum of understanding with a Hurricane Harvey HUD MID or State MID governmental entity representing an area that the project measurably mitigates.

4.4.3.4 *Award Amount:*

i. Maximum Project Amount: $100,000,000

ii. Minimum Project Amount: $3,000,000

4.4.3.5 *Eligible Applicants:*

i. Units of local government (cities and counties);

ii. Indian tribes;

iii. Councils of governments;

iv. State agencies;

v. Special purpose districts including, but not limited to:

vi. municipal utility districts;

vii. water control and improvement districts;

viii. special utility districts;

ix. flood and drainage districts; and

x. navigation districts.

xi. Port authorities; and

xii. River authorities.

4.4.3.6 *Eligible Activities: All activities allowed under CDBG-MIT; HCDA Section 105(a) (1-5), 105(a) (7-9), and 105(a)(11), including but not limited to:*

i. Flood control and drainage improvements, including the construction or rehabilitation of stormwater management system;

ii. Infrastructure improvements (such as water and sewer facilities, streets, provision of generators, removal of debris, bridges, etc.);

iii. Natural or green infrastructure;

iv. Communications infrastructure;

v. Public Facilities;

vi. Buyouts or Acquisition with or without relocation assistance, down payment assistance, housing incentives, and demolition;

vii. Housing incentives;

viii. Activities designed to relocate families outside of floodplains;

ix. Public service within the 15 percent cap (e.g., housing counseling, legal counseling, job training, mental health, and general health services);

x. FEMA Hazard Mitigation Grant Program (HMGP) cost share for CDBG-MIT eligible project;

xi. Economic development (assistance to businesses for the installation of disaster mitigation improvements and technologies; financing to support the development of technologies, systems and other measures to mitigate future disaster impacts; "hardening" of commercial areas and facilities; and financing critical infrastructure sectors to allow continued commercial operations during and after disasters); and

xii. Nonresidential structures must be elevated to the standards described in this paragraph or floodproofed, in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(3)(ii) or successor standard, up to at least two feet above the 100-year (or 1 percent annual chance) floodplain. All Critical Actions, as defined at 24 CFR 55.2(b)(3), within the 500-year (or 0.2 percent annual chance) floodplain must be elevated or floodproofed (in accordance with the FEMA standards) to the higher of the 500-year floodplain elevation or 3 feet above the 100-year floodplain elevation. If the 500-year floodplain or elevation is unavailable, and the Critical Action is in the 100-year floodplain, then the structure must be elevated or floodproofed at least 3 feet above the 100-year floodplain elevation. Critical Actions are defined as an "activity for which even a slight chance of flooding would be too great, because such flooding might result in loss of life, injury to

persons or damage to property." For example, Critical Actions include hospitals, nursing homes, police stations, fire stations and principal utility lines.

4.4.3.7 *Ineligible Activities*

i. Emergency response services. Emergency response services shall mean those services that are carried out in the immediate response to a disaster or other emergency in order to limit the loss of life and damage to assets by state and local governmental and nongovernmental emergency public safety, fire, law enforcement, emergency response, emergency medical (including hospital emergency facilities), and related personnel, agencies, and authorities;

ii. CDBG-MIT funds may not be used to enlarge a dam or levee beyond the original footprint of the structure that existed prior to the disaster event. CDBG-MIT funds for levees and dams are required to:

iii. Register and maintain entries regarding such structures with the USACE National Levee Database or National Inventory of Dams;

iv. Ensure that the structure is admitted in the USACE PL 84–99 Rehabilitation Program (Rehabilitation Assistance for Non-Federal Flood Control Projects);

v. Ensure the structure is accredited under the FEMA NFIP; and

vi. Maintain file documentation demonstrating a risk assessment prior to funding the flood control structure and documentation that the investment includes risk reduction measures.

vii. Funds may not be used to assist a privately owned utility for any purpose. A private utility, also referred to as an investor-owned utility, is owned by private investors and is for-profit as opposed to being owned by a public trust or agency (e.g., a coop or municipally owned utility);

viii. Buildings and facilities used for the general conduct of government (e.g., city halls, courthouses, and emergency operation centers);

ix. By law, (codified in the HCD Act as a note to 105(a)), the amount of CDBG-MIT funds that may be contributed to a USACE project is $250,000 or less;

x. Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a) prohibits flood disaster assistance in certain circumstances. In general, it provides that no federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for "repair, replacement, or restoration" for damage to any personal, residential, or commercial property if that person at any time has received federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable federal law and the person has

subsequently failed to obtain and maintain flood insurance as required under applicable federal law on such property. No disaster assistance may be provided for the repair, replacement, or restoration of a property to a person who has failed to meet this requirement;

xi. Funding shall not be used to reimburse homeowners, businesses or entities (other than grantees, local governments, and subrecipients described above) for mitigation activities completed prior to the applicability date of the federal register notice;

xii. If the property is purchased through the use of eminent domain, the ultimate use of that property may not benefit a particular private party and must be for a public use; eminent domain can be used for public use, but public use shall not be construed to include economic development that primarily benefits private entities; and

xiii. Incentive payments to households that move to disaster-impacted floodplains.

4.4.3.8 *Project Eligibility:*

i. Meets the definition of mitigation activities;

ii. Addresses identified current and future risks; mitigation related to hurricanes, tropical storms, and depressions, and severe coastal/riverine flooding;

iii. Meets the definition of a CDBG-eligible activity under title I of HCDA or otherwise pursuant to a waiver or alternative requirement;

iv. Meets a CDBG national objective;

v. Includes a plan for the long-term funding and management of the operations and maintenance of the project; and

vi. Cost verification controls must be in place to assure that construction costs are reasonable and consistent with market costs at the time and place of construction.

4.4.3.9 *Program Guidelines for Residential Buyout or Acquisition Activities (Only):*

Each subrecipient will develop guidelines in accordance with CDBG-MIT requirements and regulations to set maximum assistance amounts, target area locations, Disaster Risk Reduction Area, and additional eligibility requirements. Guidelines must be posted for public comment before use. The GLO must approve all guidelines. Subrecipients are required to develop and follow a RARAP. Subrecipients may adopt program guidelines used for the Local Buyout and Acquisition Program administered under the State of Texas Plan for Disaster Recovery: Hurricane Harvey for $5.676 billion in CDBG-DR funding. With respect to the buyout of properties, an "intended, planned, or designated project area," as referenced at 49 CFR24.101(b)(1)(ii), shall be an area for which a clearly defined end use has been determined at the time that the property is acquired, in which all or substantially all of the properties within the area must be acquired within an

established time period as determined by the grantee or acquiring entity for the project to move forward.

In a Disaster Risk Reduction Area:

i. The hazard must have been caused or exacerbated by the Presidentially declared disaster for which the grantee received its CDBG-MIT allocation;

ii. The hazard must be a predictable environmental threat to the safety and well-being of program beneficiaries, as evidenced by the best available data (e.g., FEMA RL Data) and science;

iii. The Disaster Risk Reduction Area must be clearly delineated so that HUD and the public may easily determine which properties are located within the designated area. The distinction between buyouts and other types of acquisitions is important, because subrecipient may only redevelop an acquired property if the property is not acquired through a buyout program (i.e., the purpose of acquisition was something other than risk reduction). When properties are not acquired through a buyout program, the purchase price must be consistent with applicable uniform cost principles (and the pre-disaster FMV may not be used); and

iv. In carrying out acquisition activities, subrecipient must ensure they are in compliance with their long-term redevelopment and FEMA-approved Hazard Mitigation plans.

4.4.3.10 *Selection Criteria:*

Table 4-4: Hurricane Harvey State Mitigation Competition Scoring Criteria

Criteria	Maximum Points
County Composite Disaster Index	10 Points Possible
Top 10%	*10 Points*
Top 25%	*8 Points*
Top 75%	*5 Points*
Bottom 25%	*2 Points*
Bottom 10%	*0 Points*
Social Vulnerability Index	10 Points Possible
High	*10 Points*
Medium High	*8 Points*
Medium	*5 Points*
Medium Low	*2 Points*

Criteria	Maximum Points
Low	*0 Points*
Per Capita Market Value	10 Points Possible
Less than $95,000.00	*10 Points*
$95,000.01 - $140,000.00	*8 Points*
$140,000.01 - $200,000.00	*5 Points*
$200,000.01 - $425,000.00	*2 Points*
$425,000.01 or greater	*0 Points*
LMI National Objective	20 Points Possible
Project meets LMI national objective	20 Points
Project does not meet LMI national objective	0 Points
Project Identified in Local Adopted Plan	5 Points Possible
Project identified in local adopted plan	5 Points
Project not identified	0 Points
Management Capacity	15 Points Possible
No CDBG contracts with GLO (management capacity assessment)	Up to 15 Points
Performance on GLO CDBG contract(s), programs and/or projects	Up to 15 Points
Project Impact	25 Points Possible
Total project application amount per total project beneficiaries	15 Points
Percentage of total project beneficiaries out of the total population within a jurisdiction(s)	10 Points
Leverage	5 Points Possible
Non-CDBG Leverage (a minimum value of 1% of the CDBG-MIT funds requested)	5 Points
Mitigation/Resiliency Measures	5 Points Possible
Measures taken by applicant	5 Points
Tie-Breaker: Higher Poverty Rate	
*More details on scoring criteria will be available in the application guidelines.	
**Applications that do not score a minimum of 65 points will only be considered after all applications scoring greater than this amount have been funded.	

4.4.3.11 *National Objectives:* UNM, LMI, low/mod buyout (LMB), and low/mod incentive; at least fifty (50) percent of funds must benefit LMI persons.

4.4.3.12 *AFFH Review:*

All proposed projects will undergo AFFH review by the GLO before approval. Such review will include assessments of (1) a proposed project's area demography, (2) socioeconomic characteristics, (3) housing configuration and needs, (4) educational, transportation, and health care opportunities, (5) environmental hazards or concerns, and (6) all other factors material to the AFFH determination. Applications should show that projects are likely to lessen area racial, ethnic, and low-income concentrations, and/or promote affordable housing in low-poverty, nonminority areas in response to natural hazard-related impacts.

4.4.3.13 *Timeline:* The proposed program start date is 1 month after HUD's approval of this Action Plan. The proposed end date is 10 years from the start date of the program.

4.4.3 Hurricane Harvey State Mitigation Competition

The GLO will conduct a mitigation competition to address risks in the Hurricane Harvey HUD MID and State MID areas. Entities may coordinate activities and submit a joint project that crosses jurisdictional boundaries. Each applicant may submit a total of three individual applications and three joint applications. Each application must consist of one project. Depending on demand, no applicant will be awarded for their subsequent application until all successful eligible applicants have been awarded funding at least once. If an applicant is eligible for multiple MIT-program competitions (e.g., 2015 or 2016 Competitions), the same project(s) cannot be submitted in each competition. If a project is a phase of a larger project, the phase of the project submitted must be viable as a stand-alone project. Applicants are encouraged to incorporate nature-based solutions, including natural or green infrastructure, into their proposed projects.

The competition may be comprised of multiple distinct rounds wherein applicants will submit a proposed project for each round that will be scored against the other submittals from that round.

The GLO reserves the option to delay award(s) to ensure that at least fifty (50) percent of funds benefit LMI persons and at least fifty (50) percent of funds address identified risks in the Hurricane Harvey HUD MID areas (counties and ZIP codes).

4.4.3.1 *Connection to Identified Risk:*

As outlined in the Mitigation Needs Assessment, hurricanes/tropical storms/tropical depressions, and severe coastal/riverine flooding are the top 2 severe risks to which Texas has the greatest exposure. Each proposed project must mitigate against one of these identified risks.

4.4.3.2 *Covered Projects:*

Defined as an infrastructure project having a total project cost of $100 million or more, with at least $50 million of CDBG funds, regardless of source (CDBG-DR, CDBG-MIT, or CDBG). When a Covered Project is proposed, the action plan or substantial amendment must include a description of the project and the information required for other CDBG-MIT activities (how it meets the definition of a mitigation activity, consistency with the Mitigation Needs Assessment provided in the grantee's action plan, eligibility under section 105(a) of the HCDA or a waiver or alternative requirement, and national objective, including additional criteria for mitigation activities). Additionally, the action plan must describe how the Covered Project meets additional criteria for national objectives for Covered Projects including: consistency with other mitigation activities in the same MID area; demonstrated long-term efficacy and sustainability of the project including its operations and maintenance; and a demonstration that the benefits of the Covered Project outweigh the costs. There may be a delay in award of any Covered Project to add project details in a subsequent substantial amendment.

4.4.3.3 *Allocation Amount:* $2,144,776,720

i. At least fifty (50) percent of funds must address identified risks in the Hurricane Harvey HUD MID areas (counties and ZIP codes);

ii. Up to fifty (50) percent of funds may address identified risks in the Hurricane Harvey State MID counties; and

iii. Additional areas within counties not explicitly cited as eligible may also become locations of Hurricane Harvey CDBG-MIT funded activities if it can be demonstrated how the expenditure of CDBG-MIT funds in that area will measurably mitigate risks identified within an eligible area (e.g., upstream water retention projects to reduce downstream flooding in an eligible area). Applicants may come from outside of the Hurricane Harvey HUD MID and State MID areas but must enter into an interlocal agreement or memorandum of understanding with a Hurricane Harvey HUD MID or State MID governmental entity representing an area that the project measurably mitigates.

4.4.3.4 *Award Amount:*

i. Maximum Project Amount: $100,000,000

ii. Minimum Project Amount: $3,000,000

4.4.3.5 *Eligible Applicants:*

i. Units of local government (cities and counties);

ii. Indian tribes;

iii. Councils of governments;

iv. State agencies;

v. Special purpose districts including, but not limited to:

vi. municipal utility districts;

vii. water control and improvement districts;

viii. special utility districts;

ix. flood and drainage districts; and

x. navigation districts.

xi. Port authorities; and

xii. River authorities.

4.4.3.6 *Eligible Activities: All activities allowed under CDBG-MIT; HCDA Section 105(a) (1-5), 105(a) (7-9), and 105(a)(11), including but not limited to:*

i. Flood control and drainage improvements, including the construction or rehabilitation of stormwater management system;

ii. Infrastructure improvements (such as water and sewer facilities, streets, provision of generators, removal of debris, bridges, etc.);

iii. Natural or green infrastructure;

iv. Communications infrastructure;

v. Public Facilities;

vi. Buyouts or Acquisition with or without relocation assistance, down payment assistance, housing incentives, and demolition;

vii. Housing incentives;

viii. Activities designed to relocate families outside of floodplains;

ix. Public service within the 15 percent cap (e.g., housing counseling, legal counseling, job training, mental health, and general health services);

x. FEMA Hazard Mitigation Grant Program (HMGP) cost share for CDBG-MIT eligible project;

xi. Economic development (assistance to businesses for the installation of disaster mitigation improvements and technologies; financing to support the development of technologies, systems and other measures to mitigate future disaster impacts; "hardening" of commercial areas and facilities; and financing critical infrastructure sectors to allow continued commercial operations during and after disasters); and

xii. Nonresidential structures must be elevated to the standards described in this paragraph or floodproofed, in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(3)(ii) or successor standard, up to at least two feet above the 100-year (or 1 percent annual chance) floodplain. All Critical Actions, as defined at 24 CFR 55.2(b)(3), within the 500-year (or 0.2 percent annual chance) floodplain must be elevated or floodproofed (in accordance with the FEMA standards) to the higher of the 500-year floodplain elevation or 3 feet above the 100-year floodplain elevation. If the 500-year floodplain or elevation is unavailable, and the Critical Action is in the 100-year floodplain, then the structure must be elevated or floodproofed at least 3 feet above the 100-year floodplain elevation. Critical Actions are defined as an "activity for which even a slight chance of flooding would be too great, because such flooding might result in loss of life, injury to

persons or damage to property.'' For example, Critical Actions include hospitals, nursing homes, police stations, fire stations and principal utility lines.

4.4.3.7 *Ineligible Activities*

i. Emergency response services. Emergency response services shall mean those services that are carried out in the immediate response to a disaster or other emergency in order to limit the loss of life and damage to assets by state and local governmental and nongovernmental emergency public safety, fire, law enforcement, emergency response, emergency medical (including hospital emergency facilities), and related personnel, agencies, and authorities;

ii. CDBG-MIT funds may not be used to enlarge a dam or levee beyond the original footprint of the structure that existed prior to the disaster event. CDBG-MIT funds for levees and dams are required to:

iii. Register and maintain entries regarding such structures with the USACE National Levee Database or National Inventory of Dams;

iv. Ensure that the structure is admitted in the USACE PL 84–99 Rehabilitation Program (Rehabilitation Assistance for Non-Federal Flood Control Projects);

v. Ensure the structure is accredited under the FEMA NFIP; and

vi. Maintain file documentation demonstrating a risk assessment prior to funding the flood control structure and documentation that the investment includes risk reduction measures.

vii. Funds may not be used to assist a privately owned utility for any purpose. A private utility, also referred to as an investor-owned utility, is owned by private investors and is for-profit as opposed to being owned by a public trust or agency (e.g., a coop or municipally owned utility);

viii. Buildings and facilities used for the general conduct of government (e.g., city halls, courthouses, and emergency operation centers);

ix. By law, (codified in the HCD Act as a note to 105(a)), the amount of CDBG-MIT funds that may be contributed to a USACE project is $250,000 or less;

x. Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a) prohibits flood disaster assistance in certain circumstances. In general, it provides that no federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for ''repair, replacement, or restoration'' for damage to any personal, residential, or commercial property if that person at any time has received federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable federal law and the person has

subsequently failed to obtain and maintain flood insurance as required under applicable federal law on such property. No disaster assistance may be provided for the repair, replacement, or restoration of a property to a person who has failed to meet this requirement;

xi. Funding shall not be used to reimburse homeowners, businesses or entities (other than grantees, local governments, and subrecipients described above) for mitigation activities completed prior to the applicability date of the federal register notice;

xii. If the property is purchased through the use of eminent domain, the ultimate use of that property may not benefit a particular private party and must be for a public use; eminent domain can be used for public use, but public use shall not be construed to include economic development that primarily benefits private entities; and

xiii. Incentive payments to households that move to disaster-impacted floodplains.

4.4.3.8 *Project Eligibility:*

i. Meets the definition of mitigation activities;

ii. Addresses identified current and future risks; mitigation related to hurricanes, tropical storms, and depressions, and severe coastal/riverine flooding;

iii. Meets the definition of a CDBG-eligible activity under title I of HCDA or otherwise pursuant to a waiver or alternative requirement;

iv. Meets a CDBG national objective;

v. Includes a plan for the long-term funding and management of the operations and maintenance of the project; and

vi. Cost verification controls must be in place to assure that construction costs are reasonable and consistent with market costs at the time and place of construction.

4.4.3.9 *Program Guidelines for Residential Buyout or Acquisition Activities (Only):*

Each subrecipient will develop guidelines in accordance with CDBG-MIT requirements and regulations to set maximum assistance amounts, target area locations, Disaster Risk Reduction Area, and additional eligibility requirements. Guidelines must be posted for public comment before use. The GLO must approve all guidelines. Subrecipients are required to develop and follow a RARAP. Subrecipients may adopt program guidelines used for the Local Buyout and Acquisition Program administered under the State of Texas Plan for Disaster Recovery: Hurricane Harvey for $5.676 billion in CDBG-DR funding. With respect to the buyout of properties, an "intended, planned, or designated project area," as referenced at 49 CFR24.101(b)(1)(ii), shall be an area for which a clearly defined end use has been determined at the time that the property is acquired, in which all or substantially all of the properties within the area must be acquired within an

established time period as determined by the grantee or acquiring entity for the project to move forward.

In a Disaster Risk Reduction Area:

i. The hazard must have been caused or exacerbated by the Presidentially declared disaster for which the grantee received its CDBG-MIT allocation;

ii. The hazard must be a predictable environmental threat to the safety and well-being of program beneficiaries, as evidenced by the best available data (e.g., FEMA RL Data) and science;

iii. The Disaster Risk Reduction Area must be clearly delineated so that HUD and the public may easily determine which properties are located within the designated area. The distinction between buyouts and other types of acquisitions is important, because subrecipient may only redevelop an acquired property if the property is not acquired through a buyout program (i.e., the purpose of acquisition was something other than risk reduction). When properties are not acquired through a buyout program, the purchase price must be consistent with applicable uniform cost principles (and the pre-disaster FMV may not be used); and

iv. In carrying out acquisition activities, subrecipient must ensure they are in compliance with their long-term redevelopment and FEMA-approved Hazard Mitigation plans.

4.4.3.10 *Selection Criteria:*

Table 4-4: Hurricane Harvey State Mitigation Competition Scoring Criteria

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4.4.3.13 *Timeline:* The proposed program start date is 1 month after HUD's approval of this Action Plan. The proposed end date is 10 years from the start date of the program.

RUN IN CLASSIFIED/LEGALS AS A STANDARD PUBLIC NOTICE
ONE TIME ONLY
(DATE BELOW)

Questions? Contact (*Insert City/County/District contact person)* at PHONE NUMBER

REQUEST FOR PROPOSALS
(Insert City, County, District name)

The City/County/District of (Insert City/County/District Name) plans to apply for Community Development Block Grant - Mitigation (CDBG-MIT) funding from the Texas General Land Office (GLO) and is soliciting proposals to provide administration and/or planning services for CDBG-MIT contract(s), if awarded. Please submit XX copies of your proposal of services and a statement of qualifications for the proposed services to the address below: Attn: (*Insert City/County/District contact person), (Insert City/County/District full address).* Proposals must be received by the City/County/District no later than (*Insert the time you want proposals due, e.g. 2:00pm)* on (Insert *Date, e.g. May 15, 2020*) to be considered. The City/County/District reserves the right to negotiate with any and all individuals or firms that submit proposals and may award one or more contracts to one or more service provider(s). Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit proposals. The City/County/District of (Insert City/County/District Name) is an Affirmative Action/Equal Opportunity Employer. Servicios de traducción están disponibles por peticion.

PRINT IN CLASSIFIED/LEGALS AS A STANDARD PUBLICNOTICE

Run Date	Insert the publication date
Newspaper	Insert the name of the paper
Billing to	Insert your billing contact information
Questions call	Insert City/Count/District contact person and phone number
Due at Paper	Insert newspaper advertisement deadline







City of Kingsville City-Wide

Drainage Master Plan

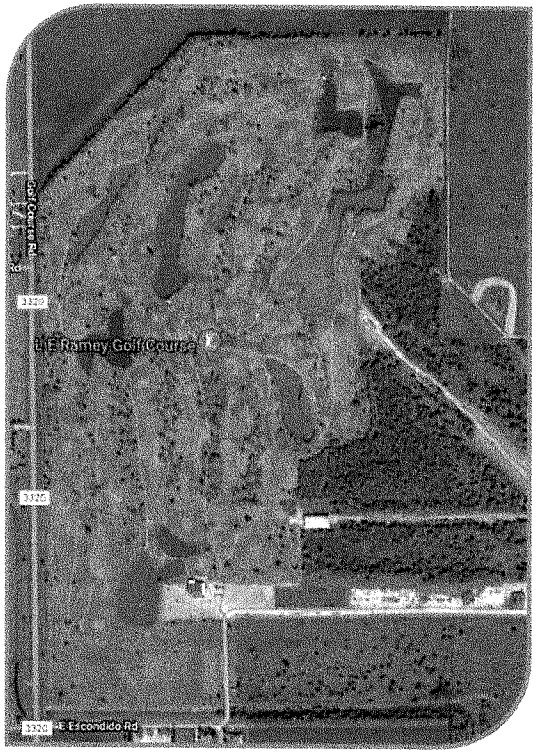
September 24, 2018

Kimley»Horn

(*) Only part of a 43 page Document

Kingsville's Drainage Master Plan

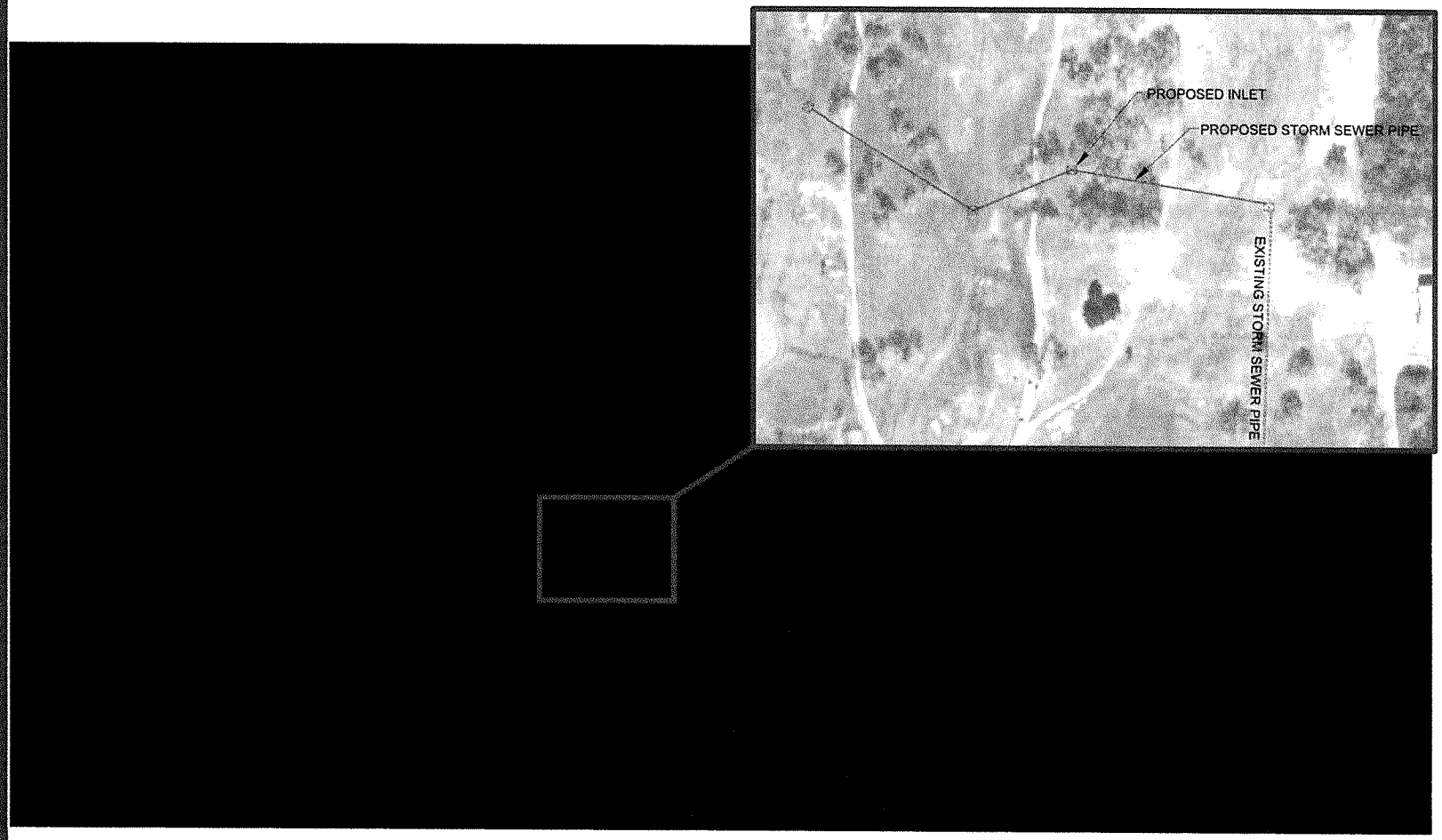
- **Phase I – Conceptual Drainage Improvements to the L.E. Ramey Golf Course**
  - **Completed August 2017**
- **Phase II – Conceptual Drainage Improvements for 9 specific locations City-wide**
  - **Commencing January 2018**
  - **Completion date of August 2018**
  - **Presentation date – September 2018**



Kingsville TEXAS

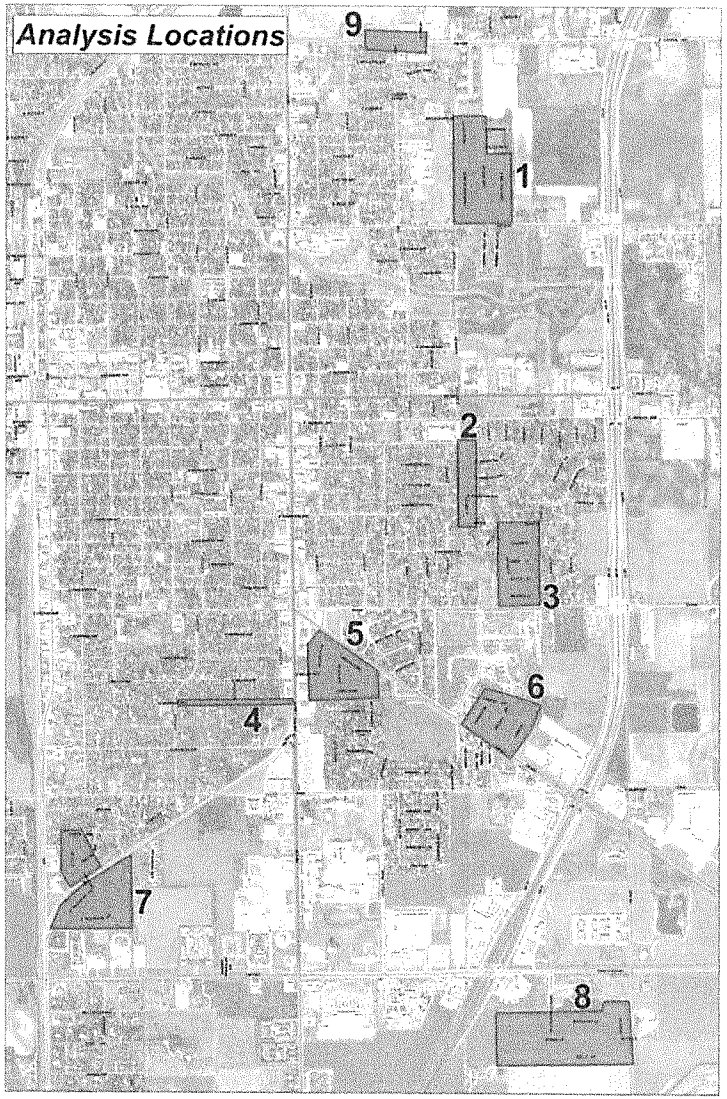
Kimley»Horn

Phase I: L.E. Ramey Golf Course



Phase II

Analysis Locations



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Opinions of Probable Construction Cost

Location 1	$	1,388,016
Location 2	$	1,352,544
Location 3	$	1,509,807
Location 4	$	1,890,123
Location 5	$	1,950,640
Location 6	$	223,060
Location 7	$	1,419,236
Location 8	$	695,936
Location 9	$	5,552,983



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Opinions of Probable Construction Cost

Location 2 Downstream Improvements	$	2,232,067
Location 3 Downstream Improvements Option 1	$	6,613,029
Location 3 Downstream Improvements Option 2	$	20,165,400
Location 4 Downstream Improvements Option 1	$	24,815,034
Location 4 Downstream Improvements Option 2	$	17,204,284
Location 5 Downstream Improvements	$	5,753,496
Location 7 Downstream Improvements Option 1	$	6,992,136
Location 7 Downstream Improvements Option 2	$	9,805,637
Location 9 Downstream Improvements Option 1	$	19,684,116
Location 9 Downstream Improvements Option 2	$	21,871,719



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TxDOT Projects

Location	City Project	TxDOT Coordination	TxDOT Project
1	X	X	
2	X		
Downstream 2	X	X	
3	X		
Downstream 3	X	X	
4	X		
Downstream 4		X	X
5	X	X	
Downstream 5	X		
6	X	X	
7	X	X	
Downstream 7		X	X
8	X	X	
9	X	X	
Downstream 9		X	X

City of Kingsville TEXAS

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Prioritization

- **Prioritization of projects based on multiple factors**
  - **Capacity of existing infrastructure – 35%**
  - **Potential for structural flooding – 40%**
  - **Impacts on mobility – 25%**

City of Kingsville TEXAS

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Prioritization

Project Location	Category			Total
	1	2	3	
9	7	4	5	5.3
2	7	4	2	4.55
6	7	2	5	4.5
1	7	2	4	4.25
4	7	3	2	4.15
5	7	3	2	4.15
7	7	1	4	3.85
3	7	2	2	3.75
8	6	1	2	3

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