

# *City of Kingsville, Texas*

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## **AGENDA CITY COMMISSION MONDAY, AUGUST 22, 2016 REGULAR MEETING**

**HONORABLE ROBERT H. ALCORN COMMISSION CHAMBERS  
CITY HALL/200 EAST KLEBERG AVENUE  
4:00 P.M.- Workshop  
6:00 P.M.-Regular Meeting**

### **I. Preliminary Proceedings.**

#### **OPEN MEETING**

##### **CONVENE INTO BUDGET WORKSHOP:**

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

##### **REGULAR MEETING RESUMES AT 6:00 P.M.**

APPROVED BY:

  
\_\_\_\_\_  
Jesús A. Garza  
City Manager

#### **INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)**

#### **MINUTES OF PREVIOUS MEETING(S)**

Regular Meeting – August 8, 2016

### **II. Public Hearing - (Required by Law).<sup>1</sup>**

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

### **III. Reports from Commission & Staff.<sup>2</sup>**

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

#### **IV. Public Comment on Agenda Items.<sup>3</sup>**

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

#### **V.**

##### **Consent Agenda**

##### **Notice to the Public**

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

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

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

1. Motion to approve final passage of an ordinance amending the Fiscal Year 2015-2016 budget to extend the Parks and Recreation Brookshire Pool season. (Director of Finance).
2. Motion to approve final passage of an ordinance amending the Fiscal Year 2015-2016 budget for siren repairs due to storm damage. (Director of Finance).
3. Motion to approve final passage of an ordinance amending the City of Kingsville Code of Ordinances Chapter XI, Article 2, Ambulance Service, providing for the ambulance billing rates for services provided by the City. (Fire Chief).
4. Motion to approve expending funds from the City of Kingsville Employee Benefit Plan Trust for the City Health Fair (for employees and eligible dependents). (Human Resources Director).

##### **REGULAR AGENDA**

##### **CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:**

#### **VI. Items for consideration by Commissioners.<sup>4</sup>**

5. Consider out-of-state travel for City Commission to attend the National League of Cities Summit Conference in Pittsburgh, PA on November 16-19, 2016. (Commissioner Pecos).
6. Consider resolution authorizing the cancellation of the Interlocal Cooperation Agreement between the City of Kingsville and Texas A&M University-Kingsville relating to Eagle Ford Center for Research, Education, and Outreach. (City Manager)
7. Consider resolution authorizing staff to proceed with placing for sale the City's building located at 2211 South Brahma Boulevard, Kingsville, Texas. (City Manager).
8. Consider a resolution authorizing the Mayor to enter into a Mutual Aid Agreement between the Commanding Officer of Naval Air Station Kingsville and the City of Kingsville, Texas for the provision of firefighting assistance. (Fire Chief).
9. Consider resolution authorizing the City Manager to enter into a Proposed Settlement Agreement between the City of Kingsville and the Kingsville Law Enforcement Association. (City Attorney).

10. Consider resolution authorizing the City Manager to enter into an Amended Interlocal Agreement between the City and Kleberg County for Constable Precinct #3 for dispatching services. (City Manager).

11. Consider awarding RFP#16-12 for City's self-funded group health insurance as per staff recommendation. (Director of Purchasing & Technology).

12. Executive Session: Pursuant to Section 551.072, Texas Open Meetings Act, the City Commission shall convene in Executive Session to discuss the purchase, exchange, lease, or value of real property as deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third party. (City Manager).

## VII. Adjournment.

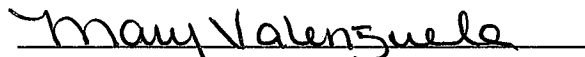
1. No person's comments shall exceed 5 minutes. Cannot be extended by Commission.
2. No person's comments shall exceed 5 minutes without permission of majority of Commission.
3. Comments are limited to 3 minutes per person. May be extended or permitted at other times in the meeting only with 5 affirmative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

### NOTICE

This City of Kingsville and Commission Chambers 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 in the City Hall, 200 East Kleberg, 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:

August 19, 2016 at 4:00 P.M. and remained so posted continuously for at least 72 hours proceeding the schedule time of said meeting.

  
Mary Valenzuela, TRMC, City Secretary  
City of Kingsville, Texas

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

By: \_\_\_\_\_  
City Secretary's Office  
City of Kingsville, Texas

# **MINUTES OF PREVIOUS MEETING(S)**

**AUGUST 8, 2016**

**A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, AUGUST 8, 2016 IN THE HONORABLE ROBERT H. ALCORN COMMISSION CHAMBERS 200 EAST KLEBERG AVENUE AT 6:00 P.M.**

**CITY COMMISSION PRESENT:**

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

**CITY STAFF PRESENT:**

Jesús Garza, City Manager  
Mary Valenzuela, City Secretary  
Courtney Alvarez, City Attorney  
Tom Ginter, Director of Planning & Development Services  
Emilio Garcia, Health Director  
Bill Donnell, Assistant Public Works Director  
Diana Gonzales, Human Resources Director  
Susan Ivy, Parks Manager  
David Solis, Risk Manager  
Deborah Balli, Finance Director  
Adrian Garcia, Fire Chief  
Charlie Cardenas, Public Works Director/Engineer  
Ricardo Torres, Police Chief  
Leo Alarcon, Tourism Director  
David Mason, Purchasing Director/IT  
Cynthia Martin, Downtown Manager

**I. Preliminary Proceedings.**

**OPEN MEETING**

Mayor Fugate called the meeting to order in the Robert H. Alcorn Commission Chamber at 6:00 P.M. and announced quorum with all five Commission members present.

**INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)**

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

**MINUTES OF PREVIOUS MEETING(S)**

Regular Meeting – July 11, 2016

Mayor Fugate called for a motion to approve the minutes of July 11, 2016.

**Motion made by Commissioner Pena to approve the minutes of July 11, 2016 as presented, seconded by Commissioner Pecos. The motion was passed and approved by the following vote: Lopez, Pena, Pecos, Fugate voting “FOR”. Garcia “ABSTAINED”.**

Regular Meeting – July 25, 2016

Mayor Fugate called for a motion to approve the minutes of July 25, 2016.

**Motion made by Commissioner Pena to approve the minutes of July 25, 2016 as presented, seconded by Commissioner Pecos and Commissioner Garcia. The motion was passed and**

approved by the following vote: Pena, Pecos, Garcia, Lopez voting "FOR". Fugate "ABSTAINED".

## II. Public Hearing - (Required by Law).<sup>1</sup>

1. Public hearing for an alcohol variance for a Wine and Beer Retailer's Off-Premise Permit for an establishment known as O Ma Shreeful Inc., D/B/A Rita's Super Store located at 227 W. King Avenue, Kingsville, Texas. (Director of Planning and Development Services).

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

Mr. Tom Ginter, Director of Planning & Development Services reported that this is a request for an alcohol variance for a Wine and Beer Retailer's Permit due to a change in ownership. After performing the required measurement, it was determined that the establishment comes within 1,000ft of four churches. All required notices were mailed to property owners within 300ft. Staff did not receive any negative feedback from those property owners that were noticed.

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

No comments were made.

Mayor Fugate closed this public hearing at 6:04 P.M.

2. Public hearing for an alcohol variance for a Wine and Beer Retailer's Off-Premise Permit for an establishment known as Sunny Mini Mart located at 1230 E. Santa Gertrudis, Kingsville, Texas. (Director of Planning and Development Services).

Mayor Fugate announced and opened this public hearing at 6:04 P.M.

Mr. Ginter reported that this is a request for an alcohol variance for a Wine and Beer Retailer's Permit due to a change in ownership. After performing the required measurement, it was determined that the establishment comes within 1,000ft of a public school. All required notices were mailed to property owners within 300ft. Staff did not receive any negative feedback for those property owners that were noticed.

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

No comments were made.

Mayor Fugate closed this public hearing at 6:05 P.M.

## III. Reports from Commission & Staff.<sup>2</sup>

*"At this time, the City Commission and Staff will report/update on all committee assignments which may include, but is not limited to the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board, Library Board, Health Board, Tourism, Chamber of Commerce, Coastal Bend Council of Governments, Conner Museum, Keep Kingsville Beautiful, and Texas Municipal League. Staff reports include the following: Building & Development, Code Enforcement, Proposed Development Report; Accounting & Finance – Financial & Investment Information, **Investment Report**, Quarterly Budget Report, Monthly Financial Reports; Police & Fire Department – Grant Update, Police & Fire Reports; Street Updates; Public Works- Building Maintenance, Construction Updates; Park Services - grant(s) update,*

*miscellaneous park projects, Administration –Workshop Schedule, Interlocal Agreements, Public Information, Hotel Occupancy Report, Quiet Zone, Proclamations, Health Plan Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project, Financial Advisor, Water And Wastewater Rate Study Presentation. No formal action can be taken on these items at this time."*

Mr. Jesús Garza, City Manager reported on the Fiscal Year 2015-2016, Third Quarter Investment Report for period ending June 30, 2016. The City of Kingsville total cash and investment for quarter ended June 30, 2016 is at \$35,545,825.42. The investment requirements are, percentage in cash 88.36%, percentage in CD's 11.64%, and percentage in US Treasuries 0.00%. The report is reviewed by the following Investment Committee members Jesús Garza, City Manager; Courtney Alvarez, City Attorney; Arturo Pecos, Commissioner; and Deborah Balli, Finance Manager.

City Manager touched base on the vacant building ordinance. Letters were sent to each of these property owners with information on how to bring their properties into compliance and giving them a 90-day grace period to remedy the issue. The deadline for compliance was August 4, 2016.

Mayor Fugate asked about the façade grant and if anyone has been applying for these monies. He further stated that he would like to see those businesses that are already established in the downtown area to apply for these grants. Furthermore, Fugate asked if K.A. Childs has submitted plans for the vacant building located on E. Kleberg, if not, they should be required. Mr. Garza responded that it is not required for plans submittal, but they could if they preferred.

Commissioner Pecos commented that he had written a letter to H.E.B. Headquarters asking if they would be interested in purchasing the old K.A. Childs building. This location could be used for additional staff and customer parking. H.E.B. staffing already utilize the area for their parking. Pecos further commented that he has not received a response from H.E.B. representatives.

Mr. Garza commented that evaluations forms for the City Manager, City Attorney, Municipal Court Judge will be made available to the City Commission on Friday, August 12, 2016. Commission members may pick them up on Friday which is the same time that the draft budget books will be released.

Mrs. Courtney Alvarez, City Attorney commented that the next City Commission is scheduled for Monday, August 22, 2016 with agenda items due on Friday, August 12<sup>th</sup>. Alvarez further updated the City Commission on a few items that were discussed and acted on by the Kleberg County Commissioners' Court. One item was the demolition of an old radio tower which is owned by the County. The County did not act on this item due to a wording issue on how it was posted but will be coming back at another meeting. The next item was the City of Kingsville and Kleberg County Interlocal Agreement for inmate housing which will expire on November 1, 2016. Alvarez stated that Captain Castillo from the Sheriff's Office and his staff will be working on a proposal and pass through the City at one point. It was mentioned that the proposal will have some changes to the fees charged to the City for housing inmates. The proposed change mentioned was the fee of \$45.00 per day per inmate for ten beds to \$55.00 per day per inmate for ten beds. It was mentioned that this is the amount Kenedy and Duval County's pay in their contract. Alvarez stated that the motion that was approved was for the County Attorney, County Judge and Sheriff to negotiate a contract with the City of Kingsville on a contract then bring it back before both entities.

Mayor Fugate asked how many beds are used by the City. Mrs. Alvarez responded that mid 2007-2008 staff was looking into modifying the rate, the Chief of Police had worked with his staff in gathering some information together at that time which is something staff will be working on going into negotiations. Alvarez stated that it is her understanding, second and third hand, that the beds are not routinely filled.

Commissioner Garcia that he would like to know if the City has ever exceeded the ten beds.

Mayor Fugate commented that if the city does exceed the number of beds, the city pays for those extras used.

Mrs. Alvarez further commented that the other item before the County Commissioners' Court was that regarding the County Airport. Last year the City of Kingsville was approached by the Airport Board and was asked to help with a cash match contribution for improvements to the airport. This was a 90/10 grant, the State would pay 90% and the County would pay 10%, so both entities would pay \$8,000. When the bids came in, it was discovered that the lowest bid was \$73,000 above what the grant was for. Somehow the State was able to increase the grant amount which intern increased the cash match that is required. The County did make a motion to approve the \$7,300 and included in that motion was that, Commissioner Hinojosa from the County and Castro come to the City at a future meeting requesting that the City participate with half of the \$7,300, of which the city's portion would be \$3,650. Alvarez stated that the deadline to submit the draft budget for the upcoming fiscal year to the City Secretary's Office and be posted online by Friday, August 12, 2016, if staff is planning to improve the budget on September 12<sup>th</sup>.

Commissioner Garcia asked about the old hospital located on Caesar Street. Mr. Garza mentioned that the Capital Improvements Manager, Sharam Santanilla is doing some research for grants dealing with asbestos removal.

Commissioner Lopez commented that she would like to see the City revisit the Streets Masterplan which was done about three years ago. Lopez stated that some streets need to be looked at as they are getting worse. Mr. Garza commented that it may be a good idea on revisiting this plan.

#### **IV. Public Comment on Agenda Items.<sup>3</sup>**

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

James Creek, Ingleside, TX commented that he would like to comment on agenda item #16. Creek stated that they have 100% confidence on the new Fire Chief to do his job, especially when the Fire Department has three qualified Captains. He further stated that the Union members are asking the Commission not to consider item #16 as the Fire Department already has qualified staff to be able to assist with this type of work.

#### **V.**

##### **Consent Agenda**

##### **Notice to the Public**

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*after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.*

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

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

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

**1. Motion to approve final passage of an ordinance amending the Fiscal Year 2015-2016 Budget for Public Works overtime due to recent storm event. (Director of Finance).**

**2. Motion to approve final passage of an ordinance amending the Fiscal Year 2015-2016 Budget for purchase and installation of a generator for the Police Department radio tower site. (Director of Finance).**

**3. Motion to approve final passage of an ordinance abandoning an alley and retaining an easement for utility purposes in Block 1, Eva Addition, Lots 1-18 and in Block 2, Clyde Addition, Lots 1-6 (alley is between 15<sup>th</sup> and 16<sup>th</sup> Streets) for Torres Estates. (Director of Planning and Development Services).**

**REGULAR AGENDA**

**CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:**

**VI. Items for consideration by Commissioners.<sup>4</sup>**

**4. Motion to approve certification of 2015 excess debt collections and the certification of 2016 anticipated collection rate, pursuant Section 26.04(b) of the Texas Property Tax Code. (Director of Finance).**

Mrs. Deborah Balli, Finance Director stated that due to Melissa De La Garza, Tax Collector unable to make the meeting, she would be presenting this item before the City Commission. Balli further read the certification of 2015 Excess Debt Collections which read "I, Melissa T. De La Garza, Collector for the City of Kingsville solemnly swear, that the amount of excess debt service funds collected in 2015 for the City of Kingsville, Interest & Sinking Fund has been determined to be \$-0-, signed by Melissa T. De La Garza and dated July 20, 2016. Balli further continued to read the Certification of 2016 Anticipated Collection Rate which reads "I, Melissa T. De La Garza, Collector for the City of Kingsville solemnly swear, that the anticipated collection rate for 2016 for the City of Kingsville, Interest & Sinking Fund has been estimated to be 100%. Signed by Melissa T. De La Garza and dated July 20, 2016.

**Motion made by Commissioner Garcia to approve the certification of 2015 excess debt collections and the certification of 2016 anticipated collection rate, pursuant to Section 26.04(b) of the Texas Property Tax Code, seconded by Commissioner Pena. The motion was passed and approved by the following vote: Pecos, Garcia, Lopez, Pena, Fugate voting "FOR".**

**5. Consider accepting 2016 certified total appraised, assessed, and taxable values of all property and the total taxable values of new property in the City of Kingsville as certified by the Kleberg County Appraisal District. (Director of Finance).**

Mrs. Balli commented that the 2016 Final Value information as of July 25, 2016 for the City of Kingsville, the net taxable value is \$789,457,160.

**Motion made by Commissioner Pena to accept the 2016 certified total appraised, assessed, and taxable values of all property and the total taxable values of new property in the City of Kingsville as certified by the Kleberg County Appraisal District, seconded by Commissioner Lopez.**

Mayor Fugate asked how much the city had increased in valuation this year. Mr. Garza responded that the increase was in the amount of \$33,000,000. Fugate further asked where most of this money came from. Mrs. Balli responded that this amount came from new development such as the Wildwood Trails, Legends, and Oak Tree.

**The motion was passed and approved by the following vote: Garcia, Lopez, Pena, Pecos, Fugate voting "FOR".**

**6. Consider a proposed tax rate; if proposed tax rate will exceed the effective tax rate or the rollback rate (whichever is lower), take record vote and schedule public hearings (for August 22<sup>nd</sup> & August 31<sup>st</sup>, 2016 at 6:00 P.M. at the Alcorn Commission Chambers, 200 E. Kleberg Ave., Kingsville, TX). (Director of Finance).**

Mayor Fugate commented that this is done every year. Staff proposes the same tax rate for this budget as the rate from last year, but it is prudent to set your tax rate below the effective rate just in case something comes up during budget workshops.

Mrs. Balli commented that the effective tax rate is \$.82858 per one hundredth valuations. The rollback tax rate is \$.90024 per one hundredth valuations. The current year rate now is \$.84220 per one hundredth valuations. Staff recommends that the proposed rate be underneath the rollback tax rate of \$.89000 per one hundredth valuations. The current budget has been created with the City's current tax rate of \$.84220. Staff is asking for the additional increase in case something comes that city is not aware of at this time. Historically the City Commission has adopted that current year rate, \$.84220 and with a new requirement this year is that the City would need to state what the increase in the property tax value revenues for, such as used for certain quality of life.

Mayor Fugate commented that this is his twelfth budget he has been involved with and this is done every year but have not ever had to been used.

**Motion made by Commissioner Pecos that the proposed property tax rate be \$0.89000 and that two public hearings be set for Monday, August 22, 2016 and Wednesday, August 31, 2016 at 6:00 P.M. in the Alcorn Commission Chambers, 200 E. Kleberg Ave., Kingsville, TX, seconded by Commissioner Pena. The motion was passed and approved by the following vote: Lopez, Pena, Pecos, Garcia, Fugate voting "FOR".**

**7. Consider an alcohol variance for a Wine and Beer Retailer's Off-Premise Permit for an establishment known as O Ma Shreeful, Inc. D/B/A Rita's Super Store located at 227 W. King Avenue, Kingsville, Texas. (Director of Planning & Development Services).**

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

**8. Consider an alcohol variance for a Wine and Beer Retailer's Off-Premise Permit for an establishment known as Sunny Mini Mart located at 1230 E. Santa Gertrudis, Kingsville, Texas. (Director of Planning & Development Services).**

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

**9. Discuss insurance claims for city property from May 31, 2016 weather event and FEMA assistance. (Risk Manager & Fire Chief).**

Mr. David Solis, Risk Manager updated the City Commission on the property insurance claim. On July 18<sup>th</sup> an initial statement of loss was submitted to the underwriters for an amount of \$1,408,412.16 which includes a \$25,000 deductible. The initial payment recommendation is, after the deductible is \$1,383,412.16. This will include the rebuild of the Care building externally and internally as well as the J.K. Northway. There will be one or two supplemental to the insurance for payment. One will be for the total repair to the AC Units at the J.K. Northway which is about \$237,000. The other supplemental is to include the loss of business revenue to the J.K. Northway and Recreation Center and Golf Course. This amount is estimated at \$23,000. I will also include the reserves of \$200,000 for all the loss of tress at the Parks and Golf Course. As for the tree removal, a true number hasn't been determined as of yet.

Mr. Adrian Garcia, Fire Chief reported that the right after the storm, the city began working with Texas Department of Emergency Management. In addition to this, staff has been working closely with Kleberg County Emergency Management. The City has also partnered with the Disaster Recovery Center which assisted 300 residents of Kleberg County and City since the storm on May 31<sup>st</sup>. Currently, there has been a public assistance kickoff meeting on Thursday, August 4<sup>th</sup>, in which data was collected for an application submittal.

**10. Consider awarding bid for construction of CDBG (Contract # 7215270) Water Line Project to Etech Construction as per recommendation of project engineer and staff. (Purchasing Director).**

Mr. David Mason, Purchasing Director reported that this item will allow the award for construction of the CDBG Water Line Project. The City advertised for bids on June 26, 2016 and July 3, 2016. A Pre-Bid Bid Conference was held on July 13, 2016. Bids were opened at 1:30 P.M., Wednesday, July 20, 2016 with five bids received. Etech Construction of San Antonio is the apparent lowest responsive bidder. This item will expend the \$191,953.00 of which \$210,000.00 is available from the CDBG Grants funds. It was recommended that the City award bid to Etech Construction, of San Antonio, TX in the amount of \$191,953.00. LNV Engineering representatives also recommend this bid go to Etech Construction.

**Motion made by Commissioner Pena to award this bid to Etech Construction of San Antonio, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Garcia, Lopez, Pena, Pecos, Fugate voting "FOR".**

**11. Consider a resolution in support of an additional skilled nursing facility in Kleberg County. (Director of Planning and Development Services).**

Mr. Tom Ginter, Director of Planning and Development Services reported that the City of Kingsville was approached by the Rhoman Group asking for a support letter for additional skilled nursing facility in Kleberg County. If this facility was located in the City limits it would have a very positive impact. The construction estimate of the facility is \$9 Million to \$12 Million and will create 75 to 120 full-time positions.

Mr. Manny Salazar commented that there is no liability to the city or its residents.

Mrs. Alvarez commented that this is one of the items the Kleberg County Commissioners' Court approved. She further stated that she was present at the meeting when the owner gave its presentation where he did indicate to the County Commissioners' Court that this would not prohibit them from being in support of another skilled nursing facility if they wanted to come into the area.

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

**12. Consider a resolution approving an application and agreement for Historic District Façade Grant Program from K.A. Childs, Jr. for K.A. Childs Building. (Director of Planning and Development Services).**

Mr. Garza commented that there is \$50,000 allocated every fiscal year for façade grants. There is money available this fiscal year that has not been applied for. There are a few others that will be submitting their applications for this grant within the next 30-60 days. There is not another project that will not receive funding if this project gets approved.

Commissioner Pena commented that his concern is that the property owner spends the funds to replace the windows on a vacant property. Pena stated that the cost for the glass and paint is not of an exuberant amount that the property owner wouldn't be able to handle. He further state that he has received some concerns from the citizens about how this money is used.

Mr. Garza stated that this money comes from Hotel Occupancy Tax and not from the local tax payer. Garza further stated that when conversations were done regarding the vacant building ordinance part of the conversation was to make the façade grant available to these property owners in order for those issues to be addressed.

Commissioner Lopez asked for clarification on the following, the property owner would receive the funds from the grant to repair the windows or the building and when they sale the building they would reimburse the city the money or the money that is made theirs. Lopez further asked who administers these grants that are available to the property owners.

Mr. Garza responded that Mrs. Cynthia Martin administers the grant which is a reimbursement grant. For example, if the Commission was to approve this application, the property owner pays \$4,000 for the amount charged for window replacement, property owner then in return submits the receipts to the City to which the City will reimburse half of

the cost. Garza further commented that staff is planning on a budget workshop related to downtown revitalization which will intel more detail about the façade grant.

Mayor Fugate commented his concern is that the property owner may lose some of his motivation to do something with his vacant building if the City gives him money. Fugate stated that this is not only this property owner but any property owner in the downtown area. Fugate commented that he feels that the façade grant money should be for existing businesses.

Mr. Garza commented that the City is working with this property owner where he may potentially pay the City between \$10,000 to \$15,000 for the demolition behind his property. Garza stated that it's not as if the property owner is not committed to fixing his property as he is looking to spend this money to help fix his property.

Commissioner Pecos commented that monies that is being spent is not coming from tax payers.

**Motion made by Commissioner Pecos to approve this resolution, seconded by Commissioner Garcia.**

Commissioner Pena commented that it is important to mention that this money is not paid through tax payers money, but paid out of HOT Funds.

**The motion was passed and approved by the following vote: Pena, Pecos, Garcia, voting "FOR". Fugate "AGAINST"; Lopez "ABSTAINED".**

**13. Consider introduction of an ordinance amending the Fiscal Year 2015-2016 budget to extend the Parks and Recreation Brookshire Pool Season. (Director of Finance).**

Mrs. Susan Ivy commented that staff is requesting to extend service days at Brookshire Pool. Staff would like to extend the closing date to October 30, 2016 with reduced hours beginning after the regular closing date of August 20, 2016. Reduced hours would be Friday evening from 5:00 P.M. to 9:00 P.M. and Saturday and Sunday afternoons from 2:00 P.M. to 5:00 P.M. with pool rental availability on Saturday and Sunday from 5:00 P.M. to 9:00 P.M. Extending the dates of operation for this calendar year will require an additional \$6,000 funding. Admission fees would offset part of this expense but not all. Pool parties' rental fees will also offset costs as well.

Introduction item.

**14. Consider introduction of an ordinance amending the Fiscal Year 2015-2016 budget for siren repairs due to storm damage. (Director of Finance).**

Mr. Ricardo Torres, Chief of Police commented that the city has a Storm Sentry System to alert its citizens of weather events consisting of weather station located at the Kingsville Police Department and 3 sirens. The siren located at 17<sup>th</sup> Street & Lee was damage when it was struck by lightning. The total cost for repairs will be \$13,450.00 which will be funded by the emergency funds that were originally allocated.

Commissioner Lopez asked if this was covered by insurance. Chief Torres responded that the city will pay for the repairs and then a request for reimbursement will be submitted as the sirens are needed for emergency notifications.

Introduction item.

**15. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances Chapter XI, Article 2, Ambulance Service, providing for the ambulance billing rates for services provided by the City. (Fire Chief).**

Chief Garcia commented that this will change the EMS Billing Rate to rates more consistent with the rest of the State of Texas. The additional revenue will help cover the increased fees from a new agreement with Intermedix that was approved by the last City Commission. Currently EMS billing has five different rates within the fee structure. The EMS billing change will reduce the fee structure to two different rates, making it less cumbersome and easier to use. Intermedix will begin billing for TripTix with the new contract increasing cost, which this adjustment will offset some of that increase. The change in billing rate will increase revenue by \$60,000 of which half will cover increased fees with Intermedix and the other half will go towards a vehicle replacement fund to assist with ambulance replacements.

Mr. Garza commented that the agreement that was approved at the last meeting was going to have increase cost of \$30,000. When looking at the expenses for EMS, it was better to look at the overall expenses of EMS and necessarily just the Intermedix contract as EMS expenses go up every year whether its salary compensation for the actual EMS Paramedics or some overhead cost that hasn't been accounted for.

Commissioner Lopez asked what the dollar amount is that the City is writing off.

Mr. Garza commented that he does not have this information on hand, but will get the information and forward to the Commission at a later time.

Commissioner Lopez commented that she is asking due to some citizens being concerned about the elderly who have outstanding ambulance bills.

Mr. Jim DeVisser commented that the total amount billed every year is an estimate of \$2.2 million, of that amount the City collects approximately \$500,000.00 every year. The write-offs depend specifically on the amount that is billed per trip. Based on the \$1,300 amount, the write-off amount is about \$125,000.00. This is an approximation only.

Introduction item.

**16. Consider a resolution authorizing the City Manager to enter into a Fire Administration Specialist/Consultant Professional Services Agreement between the City of Kingsville and James DeVisser. (City Manager).**

Mr. Garza commented that after a consolidate effort between the City and County, the City decided to take on his own Emergency Operation which was tasked to the previous Risk Manager. Once the previous Risk Manager resigned it gave the City the opportunity to reorganize the Emergency Operations under the Fire Chief, which is consistent with best practices and something that is not uncommon for Fire Chief's to be named as the Emergency Operator. During the search for a new Fire Chief, the job posting had a

requirement that the individual must be knowledgeable in Emergency Operations. Garza further stated shortly after he began working with the City, Fire Chief Joey Reed resigned a month later. This gave Garza an opportunity to visit with Fire Department staff and see the distinct difference between the Police Department and Fire Department. In the Police Department they have Sergeants that run each shift and Lieutenants that assist that all shifts are consistent. The amount of time that the Police Chief spends on the day to day operations ranges from 10% to 15%, which is minimal. This leaves the Police Chief to focus on special projects, grants, and bigger initiatives. On the Fire Department side, the Captains run their shift but the Chief has the responsibility assuring accountability across all the shifts. The amount of time the Fire Chief spends on day to day operations ranges from 50% to 80%. This results in the Fire Chief having less time in being able to focus on special projects and special initiatives. After doing a review on how we can assist the Fire Chief to where he has time to devote to special projects, etc., was to hire a consultant. Jim DeVisser has been named Interim Fire Chief since December, 2015 and would like to continue in assisting the Fire Department. What is being proposed is a bit different than the work Mr. DeVisser was doing while filling in during the search for a permanent Fire Chief. The scope of work will include assisting the Fire Department and Emergency Management with administrative processes review and development. Mr. DeVisser has over 20 years of experience, 12 of which have been in the role of Battalion Chief for the City of Corpus Christi Fire Department. His knowledge and expertise will help accomplish the goals of his department. Staff conducted research on independent third party Fire Consulting Firms; Fitch & Associates and RFG Fire Rescue Consulting. The hourly rate for third party consulting firms ranged from \$75.00 per hour to \$100.00 per hour. In light of Mr. DeVisser's experience the agreement is at a rate of \$28.00 per hour.

Chief Garcia commented that with this contract being approved, this will give him the opportunity to focus on the Fire Department and the position of Emergency Coordinator. The contract is a six-month contract with the option to renew on a month to month basis, with City Manager's approval and based on funding availability.

Commissioner Lopez commented that it was mentioned that the Police Chief had time during his day as he delegates some of the duties to the Sergeants which allow him to focus on special projects. The same thing can be done in the Fire Department because there are Captains that are very capable in assisting the Fire Chief. Lopez further commented that her concern with this contract is that if the City is going to be spending money on adding an additional position on a temporary basis, the Fire Department is still not up to par in staffing. She further commented that this additional money should go to equipment that is needed. Lopez stated that if this was part of the job description for the Fire Chief, the individual applying should know what was expected of him. Lopez further commented that the City needs to save money and focus on other things such as a third Fire Station. She further stated that the Fire Department has staff that is capable of assisting the Fire Chief. Lopez commented that she is against this agreement and staff needs to delegate to its employees instead of spending this money.

Mr. Garza commented that the amount of time the previous Risk Manager spent in Emergency Management was not acceptable. If staff wants to take serious the Emergency Management, the reality is that the roles of Risk Management and Emergency Management don't intertwine as good. Garza stated that he felt that Emergency

Management with the Risk Manager was not up to par with what it needs to be. It is important to reassign this responsibility to the Fire Chief, so part of this consulting contract is to take it a step further. This is about what is a priority to the City. If Emergency Management is a priority, then things need to be done in order to improve the Emergency Management Operations. It is no doubt that the Fire Department has excellent Captains but with the structure of the Fire Department is that the Captains are responsible for their shift and a lot of things that staff wants to do or implement department wide fall under the Fire Chief. Garza feels that it would be difficult for the Fire Chief to focus on both the Fire Department and Emergency Management.

Commissioner Lopez stated that the Mayor is the Emergency Management Director and as per city ordinance, the Mayor appoints the Emergency Management Coordinator, but she hasn't seen or heard anything where this states that the appointment has been made. This appointment would also need to be filed with the State and the appointee would need to take an oath that need to be done. After working with the City for 32 years her concern are the citizens of this community.

Mayor Fugate commented that he has signed the appointment letter and has been filed with the State. Mayor Fugate further commented that staff is talking about \$13,000 which would not get the City another Firefighter or equipment to make any difference within the department. This gets us the extra person that can be used as a resource and it is a good thing for the department.

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

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

Mayor Fugate announced the Executive Session item and convened the meeting into closed session at 7:47

Mayor Fugate reconvened the meeting into open session at 8:16 P.M.

## **VI. Adjournment.**

There being no further business to come before the City Commission, the meeting was adjourned at 8:16 P.M.

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Sam R. Fugate, Mayor

**ATTEST:**

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Mary Valenzuela, TRMC, City Secretary



# **PUBLIC HEARING(S)**

# **PUBLIC HEARING #1**

August 14, 2016

Local News

7A

## NOTICE OF 2016 TAX YEAR PROPOSED PROPERTY TAX RATE FOR CITY OF KINGSVILLE

A tax rate of \$0.89000 per \$100 valuation has been proposed for adoption by the governing body of CITY OF KINGSVILLE. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

The governing body of CITY OF KINGSVILLE proposes to use revenue attributable to the tax rate increase for the purpose of Quality of Life Improvements, which includes park improvements, street improvements, downtown revitalization and beautification efforts.

PROPOSED TAX RATE	\$0.89000 per \$100
PRECEDING YEAR'S TAX RATE	\$0.84220 per \$100
EFFECTIVE TAX RATE	\$0.82858 per \$100
ROLLBACK TAX RATE	\$0.90024 per \$100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for CITY OF KINGSVILLE from the same properties in both the 2015 tax year and the 2016 tax year.

The rollback tax rate is the highest tax rate that CITY OF KINGSVILLE may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS  
FOLLOWS:

$$\text{property tax amount} = (\text{rate}) \times (\text{taxable value of your property}) / 100$$

For assistance or detailed information about tax calculations, please contact:

MELISSA T. DE LA GARZA, PCC  
CITY OF KINGSVILLE TAX ASSESSOR-  
COLLECTOR  
700 E. Kleberg, Kingsville TX 78363  
361-595-8542  
mtdelagarza@co.kleberg.tx.us  
www.cityofkingsville.com

You are urged to attend and express your views at the following public hearings on the proposed tax rate:

First Hearing: August 22, 2016 at 6:00 PM at the Honorable Robert H. Alcorn Commission Chambers, City Hall, 200 E. Kleberg, Kingsville, TX.

Second Hearing: August 31, 2016 at 6:00 PM at the Honorable Robert H. Alcorn Commission Chambers, City Hall, 200 E. Kleberg, Kingsville, TX.

## NOTICE OF 2016 TAX YEAR PROPOSED PROPERTY TAX RATE FOR CITY OF BISHOP

A tax rate of \$0.763620 per \$100 valuation has been proposed for adoption by the governing body of City of Bishop. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

The governing body of City of Bishop proposes to use revenue attributable to the tax rate increase for the purpose of anticipated revenue shortage in General Fund due to Governmental Activities.

PROPOSED TAX RATE	\$0.763620 per \$100
PRECEDING YEAR'S TAX RATE	\$0.784857 per \$100
EFFECTIVE TAX RATE	\$0.732821 per \$100
ROLLBACK TAX RATE	\$0.773885 per \$100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for City of

## Post Office

a sign acknowledging historic downtown Kingsville."

The project actually stretches back to 2011, when the Rotary Club and other officials partnered with engineering students at Texas A&M University-Kingsville to come up with proposed designs and models for the area. Some of them included brick walkways and a large star promoting the western culture of the area, or a large wall and flagpoles with lettering promoting the city and the downtown area.

"It's an idea that we had a while back and we're trying to resurrect it," Rotary Club member Robert Diersing said.

The bollards, which are about six feet long, are now only a few inches out of the ground and must be dug up before they are repaired, repainted and reset in concrete, official said. The chains will need to be sandblasted and repaired in some places, as well. That work will be first on the list, followed by the wall and other work in the months that follow. However, a timeline for the project to begin had not been set, as of yet.

"If we can do this, it will have an impact on the area," Byers said.

## Theft

sometime during the early morning hours of July 27, police said, and a number of items were stolen from the property, including a leather executive office chair, multiple pieces of furniture, a small refrigerator and an LG Tablet.

The items discovered at the Alegria residence included office furniture and office equipment from the Law Offices of Francisco Alvarez, as well as the Country Buffet restaurant, located at 1030 E. Lott.

During the interviews, both individuals claimed responsibility for the burglary at the law office and two other burglaries, police said. Joshua Alegria also admitted he was responsible for the arson at the law office, police said. Both were placed under arrest.

Brittany Alegria was arrested on three counts of burglary of a building, all third-degree felonies, which is punishable by imprisonment for a term up to 10 years, and a fine of up to \$10,000.

Joshua Alegria was arrested on three counts of burglary of a building, all third-degree felonies, and one count of arson, a second-degree felony, which is punishable by imprisonment for a term of up to 20 years and a fine up to \$10,000.

## Rally

# **CONSENT AGENDA**

# **AGENDA ITEM #1**

**City of Kingsville**  
**Parks & Recreation Department**

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TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Susan Ivy, Parks Manager

DATE: July 28, 2016

SUBJECT: Agenda Request – Extended Service days at Brookshire Pool

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**Summary:**

The Kingsville Parks & Recreation Department wishes to extend the length of time the Brookshire Pool is open to the public during the year. We would like to extend the closing date to October 30, 2016 with reduced hours beginning after the regular closing date of August 20, 2016. Reduced hours would be Friday evening from 5-9pm and Saturday and Sunday afternoons from 2-5pm with pool rental availability on Saturday and Sunday from 5-9pm. As part of the proposed budget staff will propose opening the pool earlier next fiscal year. This item, however, is through the end of October.

**Background:**

Historically, due to funding limitations, the Brookshire Pool has only been able to open to the public during the summer months. With the increase in aquatic facilities that remain open year round in our area we feel it is important to provide as much service as possible to our community locally. The extreme heat in South Texas makes aquatic recreation tops on the list of community favorites.

**Financial Impact:**

Extending the dates of operation for this calendar year will require an additional \$6000.00 funding. Admission fees would offset part of this expense but not all. Pool Parties rental fees will also offset costs as well.

**Recommendation:**

The Kingsville Parks & Recreation Department would like to recommend your approval of the extended service days at Brookshire Pool and appropriate the funding requested for the current fiscal year.



**ORDINANCE NO. 2016- \_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2015-2016 BUDGET TO EXTEND THE PARKS AND RECREATION BROOKSHIRE POOL SEASON.**

**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 2015-2016 budget be amended as follows:

**CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT**

Dept. No.	Department Name:	Account Name:	Account Number:	Budget Increase	Budget Decrease
<hr/>					
<b>Fund 001-General Fund</b>					
<u>Equity</u>					
2		Unassigned Fund Balance	61002		<u>\$6,000</u>
<u>Expenses</u>					
5-4503		Salaries	11100	\$4,159	
5-4503		FICA	11500	322	
5-4503		Workers' Compensation	11700	75	
5-4503		Unemployment Comp	11800	104	
5-4503		Supplies	21100	150	
5-4503		Chemicals	21400	1,040	
5-4503		Advertising	34001	150	
				<u>\$6,000</u>	

[To amend the City of Kingsville FY 15-16 General Fund Budget to extend the Parks and Recreation Brookshire Pool season as per the attached memo from the Parks Manager.]

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 8<sup>th</sup> day of August, 2016.

**PASSED AND APPROVED** on this the \_\_\_\_ day of \_\_\_\_\_, 2016.

**EFFECTIVE DATE:** \_\_\_\_\_

\_\_\_\_\_  
Sam R. Fugate, Mayor

**ATTEST:**

\_\_\_\_\_  
Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Courtney Alvarez, City Attorney



# **AGENDA ITEM #2**

**City of Kingsville  
Police Department**

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TO: Mayor and City Commissioners  
CC: Jesus A. Garza, City Manager  
FROM: Ricardo Torres, Chief of Police  
DATE: August 3, 2016  
SUBJECT: Request for Budget Amendment

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**Summary:**

The police department is requesting a budget amendment in the amount of \$13,450.00 for the repairs to the siren at 17<sup>th</sup> & Lee.

**Background:**

Our city has a Storm Sentry system to alert our citizens of weather events consisting of a weather station located at the Kingsville PD and 3 sirens. The siren located at 17<sup>th</sup> & Lee was damaged when it was struck by lightning.

**Financial Impact:**

**Material**

Heavy Duty 3 Phase Starter	\$2,000.00
40 HP Continuous Duty 3 Phase Motor	\$4,750.00

**Labor**

Installation of Starter	\$400.00
Remove Siren from Telephone Pole & Prepare for Shipping	\$1,400.00
Replacement of Motor	\$650.00
Move Siren to site & Remount on Telephone Pole	\$1,400.00
Petty's Electronic	\$100.00

**Shipping**

Ship Shipping Pallet to Kingsville	\$250.00
Ship Siren to Sentry Siren in Canon City, Colorado	\$1,250.00
Ship Repaired Siren from Canon City to Kingsville	\$1,250.00

**Total Cost**     \$13,450.00



**City of Kingsville  
Police Department**

**Recommendation:**

We request that the budget amendment be approved to cover the cost of the repair of the siren and related costs.



## Storm Sirens, Inc.

3801 Harrogate Drive

Norman, Ok 73072

1-800-527-6375

stormsirens@aol.com

July 26, 2016

Ricardo Torres, Chief of Police  
City of Kingsville  
1700 East King Avenue  
Kingsville, Texas 78363

Regarding: Storm Siren Repair

Dear Chief Torres:

I finally have all of the information necessary for the repair of the lightning damage to the Sentry model 40V2T Storm Warning Siren located at 17<sup>th</sup> & Lee. This proposal includes all work done to this point and all work necessary to make the siren 100% operational.

Material	
Heavy Duty 3 Phase Starter	2,000.00
40 HP Continuous Duty 3 Phase Motor	4,750.00
Labor	
Installation of Starter	400.00
Remove Siren from Telephone Pole & Prepare for Shipping	1,400.00
Replacement of Motor	650.00
Move Siren to Site & Remount Siren on Telephone Pole	1,400.00
Petty's Electronic – Checked Site	100.00
Shipping	
Ship Shipping Pallet to Kingsville	250.00
Ship Siren to Sentry Siren in Canon City, Colorado	1,250.00
Ship Repaired Siren from Canon City to Kingsville	1,250.00
	\$13,450.00

If you have any questions, please contact us at our toll free number 1 (800) 527-6375 or by e-mail [stormsirens@aol.com](mailto:stormsirens@aol.com).

Sincerely,

*Frederick R. Engelbrecht*

Frederick R. Engelbrecht  
President

FRE:st

**ORDINANCE NO. 2016-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2015-2016 BUDGET FOR SIREN REPAIRS DUE TO STORM DAMAGE.**

**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 2015-2016 budget be amended as follows:

CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT

Dept. No.	Department Name:	Account Name:	Account Number:	Budget Increase	Budget Decrease
-----------	------------------	---------------	-----------------	-----------------	-----------------

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**Fund 099-Disaster Response Recovery Fund**

Equity

2		Restricted-Disaster Response	61002		<u>\$13,450</u>
					<u>\$13,450</u>

Expenses

5-2103		Equipment Maintenance	41400	<u>\$13,450</u>	
				<u>\$13,450</u>	

[To amend the City of Kingsville FY 15-16 Budget to include siren repairs due to storm damage from May 31, 2016 weather event as per the attached memo from the Chief of Police.]

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 8<sup>th</sup> day of August, 2016.

**PASSED AND APPROVED** on this the 22nd day of August, 2016.

**EFFECTIVE DATE:** \_\_\_\_\_

\_\_\_\_\_  
Sam R. Fugate, Mayor

**ATTEST:**

\_\_\_\_\_  
Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Courtney Alvarez, City Attorney

# **AGENDA ITEM #3**

**City of Kingsville  
Fire Department**

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TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Adrian Garcia, Fire Chief

DATE: August 8th, 2016

SUBJECT: EMS Billing Rate and Fee Structure

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**Summary:**

This item will change the EMS Billing Rate to rates more consistent with the rest of the State of Texas. The additional revenue will help cover the increased fees from a new agreement with Intermedix that was approved at our last City Commission Mtg. Additional revenue will also go towards our overall EMS related expenses.

**Background:**

Currently EMS billing has (5) different rates within the fee structure. This is cumbersome, time consuming and lends itself to errors. The EMS billing rate change will reduce the fee structure to (2) different rates, making it less cumbersome and easier to use. In addition, Intermedix will begin billing for TripTix with the new contract increasing cost, which this adjustment will offset some of that increase.

**Financial Impact:**

The change in billing rate will increase revenue by ~\$60,000 of which half will cover increased fees with Intermedix and the other half will go towards a vehicle replacement fund to assist with Ambulance replacements.

**Recommendation:**

It is our recommendation that the Commission approve this billing rate change for the aforementioned reasons.





ORDINANCE #2016- \_\_\_\_\_

**AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES CHAPTER XI, ARTICLE 2, AMBULANCE SERVICE, PROVIDING FOR THE AMBULANCE BILLING RATES FOR SERVICES PROVIDED BY THE CITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.**

**WHEREAS**, the City of Kingsville operates an ambulance service through the Kingsville Fire Department;

**WHEREAS**, the rates for providing this ambulance service have not been updated in several years (2012), yet the cost for the services and supplies has increased thereby necessitating this rate revision ordinance;

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

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

I.

**THAT** Section 11-2-28 through Section 11-2-29 of Article 2: Ambulance Service of Chapter XI, Business Regulations, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

**ARTICLE 2: AMBULANCE SERVICE**

***General Provisions***

....

**§11-2-28 AMBULANCE BILLING RATES FOR SERVICES PROVIDED BY THE CITY OF KINGSVILLE AMBULANCE SERVICE.**

The fee for services provided by the City of Kingsville Fire Department ambulance service shall be as approved by the City Commission. A copy of the current fees (approved in August 2016 ~~October 2012~~) is available from the City Secretary and incorporated herein by reference.

**§11-2-29 PENALTY.**

Any violation of the terms of this article shall be subject to a fine of not exceeding two hundred dollars (\$200.00) per day.

II.

**THAT** all ordinances or parts of ordinances in conflict with this ordinance are repealed to the extent of such conflict only.

III.

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

IV.

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

**INTRODUCED** on this the 8th day of August, 2016.

**PASSED AND APPROVED** on this the 22nd day of August, 2016.

\_\_\_\_\_  
Sam R. Fugate, Mayor

**ATTEST:**

\_\_\_\_\_  
Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Courtney Alvarez, City Attorney

**City of Kingsville, Texas  
EMS Billing Fee Schedule  
Through Intermedix**

BLS	\$900.00
ALS	\$1,300.00
ALS2	\$1,300.00
Supplies	\$0.00
TWT	\$225.00
SCT	\$1,300.00
Mileage	\$15.00 / Loaded Mile

City Commission Approved: August 22, 2016

# **AGENDA ITEM #4**

**City of Kingsville**  
**Department Name**

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TO: Mayor and City Commissioners

CC: Jesús A. Garza, City Manager

FROM: Diana Gonzales, Human Resource Director

DATE: August 17, 2016

SUBJECT: 2016 Health Fair

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**Summary:** A health fair proposal is submitted for your consideration to expend an estimated \$8,000 from the City of Kingsville Benefit Plan Trust account for a 2016 Health Fair for employees and their eligible dependents covered under the health plan. Eligible employees signing up for exams or flu vaccines will not experience any out of pocket expense.

All employees are welcome to visit and pick up information from vendor tables without signing up for exams. The proposed date is October 14, 2016 at venue to be determined.

This year the City is proposing to have a health fair and to utilize the services of Texas A&M Health Science Center's Irma Rangel School of Pharmacy and Christus Spohn.

**Background:** The City has conducted health fairs for the past eleven (11) years and the following is a summary of the last five (5) years of participation and expenditures.

Year	Actual Cost	# of Heart Studies	# of Flu Vaccines	# of PSA's
2011	\$ 9,842	112	103	44
2012	\$ 8,708	88	94	45
2013	\$10,707	99	111	49
2014	\$10,250	100	118	20
2015	\$ 6,542	200	118	37

**Financial Impact:** No additional costs. The proposed expense is included in expected health claims for Fiscal Year 2016-2017.

**Recommendation:** Allow to conduct a health fair for employees and their health plan eligible dependents.



# **REGULAR AGENDA**

# **AGENDA ITEM #5**



## City Summit | Annual Conference of the National League of Cities

16 - 19 November 2016

### About the Conference

NLC's City Summit (formerly Congress of Cities) is coming to Pittsburgh, Pennsylvania, November 16-19, 2016. See how this once-industrial town has transformed into a beautiful and vibrant city. Its architecture, food, artists, museums, and universities are attracting young professionals and creating a place where people love to live. Don't miss the opportunity to experience the new Pittsburgh by attending the new NLC City Summit.



Only once a year do local leaders – both elected and staff – have such a unique opportunity to come together and learn from experts and each other. The 2016 City Summit will give you plenty of opportunities to learn with NLC University seminars to build your technical and leadership skills, Mobile Workshops around Pittsburgh that showcase collaborative solutions to issues facing local government, and an abundance of conference workshop sessions spanning the topics most relevant to you and your community:

- Economic Development
- Technology and Data Uses for Cities
- Sustainability
- Leadership Relationships
- Demographics
- Transportation and Alternatives



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- Climate Change and Impacts on Cities
- Cultural and Social Issues in the Community



But the value comes outside the educational sessions too. You'll find some of your best ideas and connections through other conference activities:

**Exposition Hall:** Over 275 vendors will be on hand to introduce you to new products, services, and programs that may offer a perfect solution to your city or town. All it takes is one great idea.

**Networking Events:** Whether it's the opening reception, closing gala, any of the Constituency Group events or State Municipal League receptions, there is no shortage of opportunities for you to meet and build relationships with other local leaders to exchange ideas at the conference and beyond. Or, use these events simply to strengthen your relationships with your own staff and colleagues outside the walls of City Hall.

**Constituency Group Events:** Many of these events are open to all attendees (though some require ticket purchase). Constituency groups provide a great opportunity to find a niche within NLC and meet others with common backgrounds or interests.

**NLC Governance Activities and Meetings:** City Summit is the culmination of NLC's policy and governance work for the year. Get involved by attending a policy committee meeting and the annual business meeting to learn how you can have your say in NLC. After all, it's your organization!



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and Pittsburgh at our

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## City Summit | Annual Conference of the National League of Cities

16 - 19 November 2016

### Schedule At-a-Glance

Please note that some sessions and times are subject to change, but the schedule below can be used to help you plan your travel for the conference. Items with an (\*) require separate registration to guarantee your place. You may add these sessions during the initial online registration process, or you may log back in to the registration site to add them later.

#### Tuesday

3:00 – 5:00 pm Registration Open

#### Wednesday

7:00 am – 5:00 pm Registration Open

9:00 am – 12:00 pm NLC University Seminars \*

9:00 am – 12:00 pm Mobile Workshops \*

1:30 – 3:30 pm Federal Advocacy Committee Meetings

1:30 – 4:30 pm NLC University Seminars \*

1:30 – 4:30 pm Mobile Workshops \*

3:00 – 5:00 pm Board Committee Meetings

5:30 – 7:00 pm Exhibit Hall Welcome Reception

#### Thursday

7:00 am – 5:30 pm Registration Open

8:00 – 10:00 am Board of Directors Meeting

8:30 am – 12:30 pm Solution Sessions

9:00 am – 12:00 pm NLC University Seminars \*

9:00 am – 12:00 pm Mobile Workshops \*

9:00 am – 1:30 pm Exhibit Hall Open

10:15 am – 12:00 pm Resolutions Committee Meeting

12:00 – 1:00 pm Board of Directors Lunch

12:00 – 1:15 pm NLC University Shared Wisdom Luncheon \*

12:00 – 1:15 pm Lunch in Exhibit Hall

1:30 – 3:00 pm Opening General Session

3:00 – 5:15 pm Exhibit Hall Open

3:00 – 3:30 pm Break in Exhibit Hall

3:30 – 5:00 pm Workshops

4:00 – 6:00 pm Nominating Committee Meeting

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**X**

**Friday**

7:00 am – 5:30 pm	Registration Open
9:00 am – 10:30 pm	General Session
12:00 – 1:15 pm	Lunch in Exhibit Hall
1:30 – 5:00 pm	Workshops

**Saturday**

7:30 am – 2:30 pm	Registration Open
9:00 am – 12:30 pm	Workshops
12:30 – 2:00 pm	Closing General Session Lunch
2:30 – 4:30 pm	Annual Business Meeting
7:00 – 10:00 pm	City of Pittsburgh Closing Event



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revitalized conference!

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# **AGENDA ITEM #6**

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

---

TO: Mayor and City Commissioners

FROM: Jesus A. Garza

DATE: August 18, 2016

SUBJECT: Cancellation of Lease Agreement with TAMUK

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**Summary:**

This item authorizes the cancellation of a lease agreement between TAMUK and the City of Kingsville for the building located at 2211 South Brahma Boulevard. The City of Kingsville continues its Economic Development efforts and the vision is to sell this building in order to pursue additional retail alternatives.

**Background:**

The City first purchased this building in 1999 for purposes of partnering with Calling Solutions for a Call Center. It served that purpose for several years with multiple companies until it eventually became vacant in 2010. After years of being unoccupied the City entered into an agreement in July 2014 with TAMUK for purposes of establishing an Eagle Ford Center for Research, Education & Outreach (EFCREO).

With an increased focus on Economic Development and the recent move from Hobby Lobby to come to Kingsville and be located in Southgate Mall it is important this building be considered for retail use.

**Financial Impact:**

No financial impact

**Recommendation:**

Staff recommends approval of this cancellation which will result in the sale of the building which will allow the City to pay off the debt owed on the building. Sell of the building will also place the building back on the tax rolls and would make it more feasibly to pursue retail stores for the space which would bring jobs and sales tax revenue to the City.



**RESOLUTION #2016-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CANCELLATION OF THE INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF KINGSVILLE AND TEXAS A&M UNIVERSITY-KINGSVILLE RELATING TO EAGLE FORD CENTER FOR RESEARCH, EDUCATION, AND OUTREACH; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville ("City") owns a certain premises (the "Premises") located at 2211 South Brahma Boulevard, Kingsville, County of Kleberg; and

**WHEREAS**, the City approved Resolution #2014-41 on July 28, 2014 authorizing the execution of an agreement with Texas A&M University-Kingsville ("TAMUK"), which has one of the best engineering programs in the country, for lease of the property for their then recently established Eagle Ford Center for Research, Education and Outreach ("EFCREO"), which was in need of a suitable physical site; and

**WHEREAS**, the premises sustained significant damage from a storm event on May 31, 2016 and is not currently habitable and it will take a significant period of time to repair the property for occupancy; and

**WHEREAS**, the City is working to promote economic development to expand the tax base and improve the quality of life of its citizens and this location is in a prime spot for future economic development, especially given the recent announcement of a Hobby Lobby locating in the mall early next year where the premises is located; and

**WHEREAS**, it would be an inefficient use of public funds to remodel the building only to have a potential new owner come in and tear out some of that work to repurpose the premises for their intended use; and

**WHEREAS**, the City has made TAMUK aware of the potential for placing the premises for sale after some roofing and air conditioning repair work is done to prevent further deterioration of the building located at 2211 South Brahma Boulevard, Kingsville, Texas; and

**WHEREAS**, the City Commission believes that the cancellation of this agreement at this time and is in the best interest of the public; and

**WHEREAS**, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to this agreement to end the interlocal agreement.

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

I.

**THAT** the City Commission desires to cancel the Interlocal Cooperation Agreement Between the City of Kingsville and the Texas A&M University-Kingsville relating to Eagle Ford Center for Research, Education, and Outreach for the City-owned property located at 2211 South Brahma Boulevard, Kingsville, Texas and hereby authorizes staff to take all action necessary, including but not limited to, providing notice of cancellation/termination of the Interlocal Cooperation Agreement.

II.

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

III.

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

**PASSED AND APPROVED** by a majority vote of the City Commission on the 22<sup>nd</sup> day of August, 2016.

\_\_\_\_\_  
Sam R. Fugate, Mayor

**ATTEST:**

\_\_\_\_\_  
Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Courtney Alvarez, City Attorney

# **AGENDA ITEM #7**



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

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TO: Mayor and City Commissioners

FROM: Jesus A. Garza

DATE: August 18, 2016

SUBJECT: Authorization to Sell City Owned Building

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**Summary:**

This item authorizes staff to pursue the selling of a City owned building located at 2211 South Brahma Blvd. via a broker. The building is currently being appraised by a third party appraiser.

**Background:**

The City first purchased this building in 1999 for purposes of partnering with Calling Solutions for a Call Center. It served that purpose for several years with multiple companies until it eventually became permanently vacant in 2010. After years of being unoccupied the City entered into an agreement in July 2014 with TAMUK for purposes of establishing an Eagle Ford Center for Research, Education & Outreach (EFCREO). With an increased focus on Economic Development and the recent move from Hobby Lobby to come to Kingsville and be located in Southgate Mall it is important this building be considered for retail use.

The City originally partnered with the State of Texas through the Texas Capital Fund for a zero interest loan of \$850,000 for the building. The City continues to pay roughly \$3,000 per month on this loan for an annual expense of nearly \$36,000 which is paid for from the General Fund.

**Financial Impact:**

Dependent on the appraisals. However, the revenue from the sale would go towards:

- 1.) Paying off the remainder of the loan which depending on when the sale becomes final will range between \$175,000 to \$200,000.
- 2.) The remaining amount would go towards the restoration expenses associated with the Cottage Building since it is being turned into a Planning & Economic Development Center.
- 3.) The savings from not having a monthly payment would stay within the Economic Development Fund being proposed as part of the FY 2017 budget to be utilized at a later time for economic development initiatives.



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

**Recommendation:**

Staff recommends approval of this authorization. The next steps are for the City to find and select a Broker and then utilize the appraisals conducted to list the building for sale.

Selling the building would put this building back on the tax rolls and ultimately hopefully create jobs and sales tax revenue.



**RESOLUTION #2016-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING STAFF TO PROCEED WITH PLACING FOR SALE THE CITY'S BUILDING LOCATED AT 2211 SOUTH BRAHMA BOULEVARD, KINGSVILLE, TEXAS.**

**WHEREAS**, the City of Kingsville owns a building located at 2211 South Brahma Blvd., Kingsville, Texas;

**WHEREAS**, the City purchased the building via a 20-year Texas Capital Fund (TCF) loan in 2000 for economic development purposes to use as a call center location for a new business that was coming to town;

**WHEREAS**, the City has successfully closed out its TCF contractual requirements but still has several years to go before paying back the loan to the State;

**WHEREAS**, the City has twice leased the property out to businesses and has most recently (in July 2014) leased the property out to an institution of higher education, but the building is currently unoccupied due to significant damage from the May 31, 2016 storm event;

**WHEREAS**, the City Commission of the City of Kingsville finds it in the best interest of the citizens of Kingsville that the property and structures located at 2211 South Brahma Blvd., Kingsville, Texas be placed for sale as authorized by the Texas Local Government Code; and

**WHEREAS**, the City previously approved Resolution #2012-66 on October 22, 2012 authorizing the property be sold but was unsuccessful in locating a buyer at that time but believes that an improved economic forecast and the location in early 2017 of a Hobby Lobby in the same mall where the City property is located will improve the opportunities for sale of the building; and

**WHEREAS**, pursuant to the Texas Local Government Code, real property owned by the City can be sold via public auction, sealed bids, or through a broker, unless an exception is met;

**WHEREAS**, the City finds the property does not meet any of the exceptions to the bidding requirement as set out in Texas Local Government Code Section 272.001, staff recommends the property be sold via a broker as allowed by Texas Local Government Code Section 253.014 with the best offer coming back before the Commission for approval of the sale, knowing that the offer recommended for approval cannot be at a price below the payoff on the loan to the State;

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

I.

**THAT** the City Commission of the City of Kingsville authorizes staff to proceed with placing for sale via a broker in compliance with the Texas Local Government Code the City's real property located at 2211 South Brahma Blvd., Kingsville, Texas.

II.

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

III.

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

**PASSED AND APPROVED** by a majority vote of the City Commission the 22<sup>nd</sup> day of August, 2016.

\_\_\_\_\_  
Sam Fugate, Mayor

ATTEST:

\_\_\_\_\_  
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Courtney Alvarez, City Attorney

TX LGC  
- NONE in West (2005) Book  
- Supp. (2015)

PROPERTY ACQUISITION, SALE, OR LEASE

§ 253.014

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rms 2d Ed § 227:3, Checklist--Collection  
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governed by Chapter 505.  
population of 20,000 or less.  
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interest in real property  
of Section 272.001(a) or

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A municipality may not transfer property to an economic development corpo-  
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main.

ed by Acts 2009, 81st Leg., ch. 1158, § 1, eff. June 19, 2009.

**§ 253.013. Donation of Real Property of Negligible or Negative Value to Certain Private Persons**

- (a) This section applies only to:
  - (1) a municipality with a population greater than 150,000 and less than 200,000 that is located in three counties; and
  - (2) a municipality with a population greater than 65,000 and less than 90,000 that is located in a county in which part but not all of a military installation is located.
- (b) The governing body of a municipality to which this section applies may determine that real property located inside the boundaries of the municipality and owned by the municipality is surplus real property of negligible or negative value if:
  - (1) the property is not improved, including by having a structure on it or by being paved;
  - (2) ownership of the property does not provide any identifiable positive benefit to the municipality in relation to the municipality's current needs;
  - (3) ownership of the property is not likely to provide any identifiable positive benefit to the municipality in relation to the municipality's future needs; and
  - (4) the cost of maintaining the property is a substantial burden to the municipality.
- (c) The governing body of a municipality that makes a determination under subsection (b) shall adopt written findings and conclusions regarding the determination made.
- (d) The governing body of a municipality that makes a determination under Subsection (b) that certain real property is surplus real property of negligible or negative value may donate that property to a private person who owns property adjacent to the surplus real property of negligible or negative value.
- (e) Section 272.001 does not apply to a conveyance of property authorized by this section.

Added by Acts 2011, 82nd Leg., ch. 816 (H.B. 2584), § 1, eff. June 17, 2011. Amended by Acts 2013, 83rd Leg., ch. 303 (H.B. 1427), § 1, eff. June 14, 2013.

**Historical and Statutory Notes**

**2013 Legislation**  
Acts 2013, 83rd Leg., ch. 303 (H.B. 1427) rewrote subsec. (a), which prior thereto read:  
"(a) This section applies only to a municipality with a population greater than 150,000 and less than 200,000 that is located in three counties."

**§ 253.014. Broker Agreements and Fees for Sale of Real Property by Home-rule Municipality**

- (a) In this section, "broker" means a person licensed as a broker under Chapter 1101, Occupations Code.
- (b) The governing body of a home-rule municipality may contract with a broker to sell a tract of real property that the municipality:

- 2013 Legislation**  
Acts 2013, 83rd Leg.,  
subsec. (b)(9), inserted

SU

## CHAPTER

**Section**  
**261.001. Right of Eminent**

**§ 261.001. Right of**

(a) A county may acquire land, an easement in land, or the construction of a jail, authorized by law.

(b) The right of em  
private land, but not to

Acts 1987, 70th Leg., ch.  
81 (S.B. 18), § 4, eff. Sep

## 2011 Legislation

- Acts 2011, 82nd Leg., subsec. (a) substituted "for public purpose".

Section 24 of Acts 201 (S.B. 18) provides:

"Section 11.155, Education Code, Government Code sections 2206, 261.001, 263.201, and 273.201, Government Code, Chapter 21, Section 1, Chapter 178 (Statutes of the 56th Legislature, Regular Session, 1979), provides:

## Encyclopedias

TX Jur. 3d Eminent Domain  
 ties Authority to Ex  
 eminent Domain, Gener

# **AGENDA ITEM #8**

## City of Kingsville Fire Department

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TO: Mayor and City Commissioners  
CC: Jesus A. Garza, City Manager  
FROM: Adrian Garcia, Fire Chief / EMC  
DATE: August 22nd, 2016  
SUBJECT: Naval Air Station Kingsville – Fire Fighting Assistance Mutual Aid Agreement

---

### **Summary:**

The Kingsville Fire Department is requesting to renew the Fire Mutual Aid Agreement between the Naval Air Station Kingsville and the City of Kingsville Fire Department for the purposes of providing reciprocal fire and EMS services between both organizations.

### **Background:**

The mutual aid agreement is being updated to reflect current organizational changes and operational functionality of both departments. As well, the agreement includes the sharing of personnel services and equipment needed for fire prevention, protection of life and property from fire.

Furthermore, to include emergency services such as basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue incidents involving vehicles, water, trench, and confined space rescues.

Lastly, the agreement encourages each department to frequently visit each other's stations for guided familiarization tours and when possible jointly conduct pre-fire planning inspections, drills, and training.

### **Financial Impact:**

No direct financial impact attached to the agreement, with the intent that each department will not seek reimbursement for providing assistance.

### **Recommendation:**

The following Fire Mutual Aid Agreement is in support of efforts by the Kingsville FD to improve community relations and meet operational support plans, better preparing the City of Kingsville and FD in response to emergency incidents requiring additional support. Our recommendation is that the Commission renew the Fire Mutual Aid Agreement with NAS Kingsville.





**RESOLUTION # 2016-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MUTUAL AID AGREEMENT BETWEEN THE COMMANDING OFFICER OF NAVAL AIR STATION KINGSVILLE AND THE CITY OF KINGSVILLE, TEXAS FOR THE PROVISION OF FIRE FIGHTING ASSISTANCE; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville and Naval Air Station-Kingsville (the “parties”) each maintain equipment and personnel for the suppression of fires and response to hazardous materials incidents occurring within areas under their respective jurisdictions, and

**WHEREAS**, the parties desire to augment the fire protection and hazardous material response capabilities available in their respective jurisdictions by entering in this Mutual Aid Agreement for the provision of fire fighting assistance as allowed by Texas Government Code section 418.109, and

**WHEREAS**, the lands comprising the respective jurisdictions of the parties are adjacent or contiguous to one another such that the rendering of mutual assistance between the parties in response to a fire or hazardous material incident is feasible, and

**WHEREAS**, it is the policy of the Department of the Navy and the Commanding Officer, Naval Air Station, Kingsville, Texas and the City of Kingsville to conclude such agreements wherever practical; and

**WHEREAS**, the parties have had a similar agreement in place since at least 1996; and

**WHEREAS**, the parties have mutually concluded that it is desirable, practicable, and beneficial for the parties to enter into this Agreement to memorialize their willingness and ability to render assistance to one another, in order to enhance the safety and security of the civilian community and of Naval Air Station Kingsville and its outlying installations and facilities.

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

I.

**THAT** the Mayor of the City of Kingsville is authorized and directed as an act of the City of Kingsville, Texas to enter into a Mutual Aid Agreement Between Naval Air Station Kingsville (NASK) and the City of Kingsville for the provision of fire

fighting assistance in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

**PASSED AND APPROVED** by a majority vote of the City Commission on the 22nd day of August, 2016.

---

Sam R. Fugate, Mayor

**ATTEST:**

---

Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

---

Courtney Alvarez, City Attorney

**MUTUAL AID AGREEMENT  
BETWEEN  
COMMANDING OFFICER, NAVAL AIR STATION, KINGSVILLE  
AND  
THE CITY OF KINGSVILLE, TEXAS  
FOR THE PROVISION of FIRE FIGHTING ASSISTANCE**

THIS MUTUAL AID AGREEMENT (hereinafter, the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between Commanding Officer, Naval Air Station, (NAS) Kingsville, Texas, USA (hereinafter, "Navy"), and the CITY OF KINGSVILLE, TEXAS, USA, for firefighting assistance (hereinafter, "CITY OF KINGSVILLE").

**WITNESSETH:**

WHEREAS, each of the Parties hereto maintains equipment and personnel for the suppression of fires and response to hazardous materials incidents occurring within areas under their respective jurisdictions, and

WHEREAS, the Parties hereto desire to augment the fire protection and hazardous material response capabilities available in their respective jurisdictions by entering into this Agreement, and

WHEREAS, the lands or districts comprising the respective jurisdictions of the Parties are adjacent or contiguous to one another such that the rendering of mutual assistance between the Parties in response to a fire or hazardous material incident is feasible, and

WHEREAS, it is the policy of the Department of the Navy and the Commanding Officer, Naval Air Station, Kingsville, Texas and City of Kingsville to conclude such agreement wherever practical; and

WHEREAS, the Parties have mutually concluded that it is desirable, practicable, and beneficial for the Parties to enter into this Agreement to memorialize their willingness and ability to render assistance to one another, in order to enhance the safety and security of the civilian community and of Naval Air Station Kingsville and its outlying installations and facilities.

**NOW, THEREFORE, BE IT AGREED THAT:**

1. The authority to enter into this Agreement is set forth in 42 U.S.C. 1856a, and 15 U.S.C. 2210, and the regulations implementing same at 44 Code of Federal Regulations Part 151.
2. The term 'fire protection' includes personal services and equipment required for fire prevention, the protection of life and property from fire, and firefighting to include emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue events involving vehicular and water mishaps, and trench, building, and confined space extractions.
3. The rendering of assistance from one Party to the other under the terms of this Agreement shall be accomplished in accordance with detailed operational plans and procedures, which shall be developed by each of the Parties. The technical heads of each Party's Fire Departments shall work together to implement such plans and procedures in a manner compatible with the operational authorities of each.
4. The senior officer of a Fire Department belonging to a Party to this Agreement, or the senior office of such Fire Department actually present at a fire or hazardous material incident, may request firefighting assistance under the terms of this Agreement from the other Party's Fire Department, whenever he/she deems it necessary to make such a request.

The senior officer on duty of the Fire Department receiving a request for assistance shall forthwith take the following action:

- a. Immediately determine if the requested apparatus and personnel are available to respond to the call for assistance.
  - b. In accordance with the terms of this Agreement, forthwith dispatch such apparatus and personnel, along with instructions as to their mission, use and deployment, in quantities and amounts as in the judgment of the senior officer receiving the call can be provided to the requesting Fire Department without jeopardizing the mission of the Fire Department providing such resources.
5. The rendering of assistance under the terms of this Agreement shall not be mandatory; however, the Party receiving a request for assistance shall endeavor to immediately inform the requesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources as may be dispatched in response to such request. Neither Party shall hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire suppression and hazardous material incident response needed within their own jurisdictions.
  6. As required by Federal law as a condition precedent to entering into this Agreement, the Parties hereby waive all claims against the other Party for compensation of any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement. Additionally, the Parties hereby recognize that Texas Statute (Government Code) 418.109 contemplates Counties and municipalities as being subdivisions of the state or municipal corporations within the meaning of this Texas Statute. That being the case, the obligations assumed by the Parties under this paragraph 5 of the Agreement shall be interpreted in accordance with 42 U.S.C. 1856a and Texas Statute 418.109.
  7. Each Party hereby agrees that its intent with respect to the rendering of assistance to the other Party under this Agreement is not to seek reimbursement from the Party requesting such assistance. The Parties hereby recognize that pursuant to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. 2210) and Federal regulations issued there under (Title 44 of the Code of Federal Regulations 151), the City of Kingsville, Texas is permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional fire fighting costs over normal operational costs) incurred in fighting fires on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.C. 1856a, each Party hereby reserves the right to seek reimbursement from the other for the costs incurred by it in providing services to the other Party in response to a request for assistance.
  8. The senior officer of the Fire Department requesting assistance shall normally assume full charge of the operations at the scene of the fire or other emergency. However, under procedures agreed to by the technical heads of the Fire Departments involved, a senior officer of the Fire Department furnishing the assistance may assume responsibility for the coordination of the overall operations at the scene of the fire or other emergency.
  9. The officers and personnel of the Fire Departments of the Parties to this Agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours (consistent with local security requirements) and, as feasible, to jointly conduct pre-fire planning inspections, drills and training.
  10. Independent of, and in addition to, any provisions of this Agreement, Naval Air Station, Kingsville is authorized and has the discretion to render disaster relief or emergency assistance to preserve life and property in the vicinity of a DOD installation, when in the opinion of the installation commander, the assistance is in the best interest of the United States. 42 U.S.C. §§ 5121-5206; DOD 3025.1-M.

#### TRAINING:

1. Whenever either Party hosts fire protection training for its own Fire Department ("Host Department") it may, to the maximum extent practicable and subject to its sole discretion, offer to provide the same training to members of the other Party ("Guest Department").
2. The Host Department will not charge the Guest Department for any training provided under the terms of this Agreement, unless it is a cost that cannot be covered by the Host Department such as, cost per student or cost of a

certificate. Further, any such training will be provided on a space available basis only.

3. The Guest Department and/or its members will be solely responsible for the payment of any and all costs necessary for the Guest Department personnel to attend any training provided by the Host Department including, but not limited to, lodging, meals and travel.
4. This Agreement is entered into voluntarily by both Parties with no obligation on the part of either to provide such training to the other or, if such training is offered to the other Party, to participate in such training.
5. The Guest Department is responsible for ensuring that its members observe all rules, regulations, and guidelines established by the Host Department for training provided by the Host Department, as such rules, regulations and guidelines are made known to the Guest Department.
6. The Host Department reserves the right: to deny training to any member of the Guest Department who does not meet the prerequisites necessary to attend the training which is offered by the Host Department under the terms of this Agreement.

**Execution of this Agreement:**

This Agreement shall become effective upon the date annotated above, and shall remain in full force and effect until cancelled by mutual agreement of the Parties, or upon the provision of at least sixty (60) days advance written notice from the Party desiring to terminate this Agreement to the other Party. Upon becoming effective, this Agreement shall supersede all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this to the agreement on the respective dates under each signature. CITY OF KINGSVILLE, TEXAS, USA, through its Legislative Body signing by and through its SIGNING OFFICIAL authorized to execute same by Legislative Body action on the \_\_\_\_ day of \_\_\_\_\_, 2016, and the Department of Navy signing by and through the Commanding Officer, NAVAL AIR STATION, KINGSVILLE, TEXAS, USA duly authorized to execute same on the \_\_\_\_ day of \_\_\_\_\_, 2016.

---

Sam Fugate  
Mayor,  
City of Kingsville, TX

---

Adrian Garcia  
Fire Chief,  
City of Kingsville, TX

---

Mary Valenzuela  
City Secretary,  
City of Kingsville, TX

Approved, as to form,

---

Courtney Alvarez  
City Attorney,  
City of Kingsville, TX

---

E. A. SPITZER  
Commanding Officer  
N.A.S. Kingsville, TX

---

Ruben Perez  
Fire Chief,  
N.A.S. Kingsville, TX

Approved, as to form,

By:

---

Lt. JAGC, USN  
Naval Air Station, Kingsville

# **AGENDA ITEM #9**

**RESOLUTION #2016-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROPOSED SETTLEMENT AGREEMENT BETWEEN THE CITY OF KINGSVILLE AND THE KINGSVILLE LAW ENFORCEMENT ASSOCIATION; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville ("City") and the Kingsville Law Enforcement Association ("KLEA") desire to have a grievance filed on January 25, 2016 and a personnel matter resolved and they have mediated a proposed settlement agreement;

**WHEREAS**, at the July 21, 2016 mediation, the KLEA approved and representatives of the City agreed to recommend to the City Commission the approval of the proposed settlement agreement;

**WHEREAS**, the parties believe it is in their best interest to approve the proposed agreement to resolve the issues for all time.

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

I.

**THAT** the Proposed Settlement Agreement is approved and the City Manager is authorized and directed as an act of the City of Kingsville, Texas to enter into the Proposed Settlement Agreement between the City of Kingsville and the Kingsville Law Enforcement Association in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

**PASSED AND APPROVED** by a majority vote of the City Commission on the \_\_\_\_\_ 22nd day of August, 2016.



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Sam R. Fugate, Mayor

**ATTEST:**

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Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

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Courtney Alvarez, City Attorney

**KINGSVILLE LAW ENFORCEMENT ASSOCIATION GRIEVANCE [KLEA]  
DATED: JANUARY 25, 2016**

**PROPOSED SETTLEMENT AGREEMENT**

Johnny Campos, as KLEA President, filed a grievance on January 25, 2016 on behalf of the Kingsville Law Enforcement Association. KLEA also raised a personnel pay issue for member Augustine Ruiz regarding his step for years of service.

Pursuant to the Collective Bargaining Agreement, the matter was not resolved at a prior step of the process and proceeded to mediation under Step 4 of Section 4 of Article 32 of the Agreement.

The mediation was concluded on July 21, 2016 in Corpus Christi, Texas before Mediator Andy Lehrman. As a result of the mediation, the representatives of the Kingsville Law Enforcement Association approved, and representatives of the City of Kingsville agreed to recommend the Kingsville City Commission to approve the following terms:

1. Appendix A attached to the collective bargaining agreement between KLEA and the City of Kingsville shall be modified with the following pay scale to begin October 1, 2016:

<b>Step A</b>	<b>\$17.25</b>
<b>Step B</b>	<b>\$18.25</b>
<b>Step C</b>	<b>\$19.32</b>
<b>Step D</b>	<b>\$19.72</b>
<b>Step E</b>	<b>\$20.10</b>
<b>Step F</b>	<b>\$20.92</b>
<b>Step G</b>	<b>\$21.33</b>

<b>PD3 Corporal</b>	<b>\$24.51</b>
<b>PD4 Sergeant</b>	<b>\$26.65</b>
<b>PD5 Lieutenant</b>	<b>\$30.00</b>

2. On April 1, 2017:

The City of Kingsville shall pay all Kingsville Police Department officers active as of July 21, 2016 ½ of the back pay for 1 year (up to a maximum of 2080 regular hours excluding overtime). The remaining ½ of back pay shall be paid on October 1, 2017. Back pay shall be calculated on the basis of the difference in the pay rate in the Collective Bargaining Agreement Appendix A and the mediated pay rate effective October 1, 2016 for the period of time worked from October 1, 2015 to September 30, 2016.

3. Augustine Ruiz shall be credited for 12 years of uninterrupted employment with the City of Kingsville and his year of back pay under section 2 above shall be paid at the Step F rate.
4. KLEA waives claims for clothing allowance and take home vehicle compensation, and any other compensation not mentioned specifically herein.

This constitutes the entire agreement between the parties and will become effective on ratification by the Kingsville City Commission.

**City of Kingsville**

**Kingsville Law Enforcement Association**

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Jesus A. Garza  
City Manager

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Johnny R. Campos  
President

# **AGENDA ITEM #10**

**RESOLUTION # 2016-\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDED INTERLOCAL AGREEMENT BETWEEN THE CITY OF KINGSVILLE AND KLEBERG COUNTY FOR CONSTABLE PRECINCT #3 FOR DISPATCHING SERVICES; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City, for purposes of performing functions of law enforcement through its police department, has an authorized access terminal providing access to the Texas Law Enforcement Telecommunications System ("TLETS") that can assist law enforcement in the investigation of crime;

**WHEREAS**, the County has need for temporary dispatching and TLETS searches for the County Constable of Precinct #3 and the City can assist with this temporary service;

**WHEREAS**, the County approved such an Interlocal Agreement in July 2016 and the City approved such an Interlocal Agreement for a 30-day period via Resolution #2106-51 on July 25, 2016;

**WHEREAS**, the County is experiencing some staffing issues for telecommunication operators at the Sheriff's Department and has requested a 60-day extension of the original 30-day agreement, which would result in a total of 90 days of dispatching services, thereby necessitating this amended agreement;

**WHEREAS**, the City and County now desire to enter into an amended Interlocal Agreement for dispatching services for County Constable Precinct #3;

**WHEREAS**, the County of Kleberg and the City of Kingsville have previously entered into interlocal agreements to share services and expenses on items that benefit the residents of their respective entities.

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

I.

**THAT** the City authorizes and directs the City Manager, as an act of the City of Kingsville, Texas, to enter into an Amended Interlocal Cooperation Agreement Between the City of Kingsville and Kleberg County for Constable Precinct #3 for dispatching services.

II.

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

III.

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

**PASSED AND APPROVED** by a majority vote of the City Commission on the  
22<sup>nd</sup> day of August, 2016.

\_\_\_\_\_  
Sam R. Fugate, Mayor

**ATTEST:**

\_\_\_\_\_  
Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Courtney Alvarez, City Attorney

**AMENDED INTERLOCAL COOPERATION AGREEMENT**  
**BETWEEN THE CITY OF KINGSVILLE, TEXAS**  
**AND KLEBERG COUNTY FOR CONSTABLE PRECINCT #3**  
**FOR DISPATCHING SERVICES**

**THIS INTERLOCAL COOPERATION AGREEMENT** is made and entered into effective this \_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF KINGSVILLE (the “City” herein) and KLEBERG COUNTY for KLEBERG COUNTY CONSTABLE PCT 3 (the “Entity” herein), political subdivisions of the State of Texas.

**WITNESSETH:**

**WHEREAS**, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more local government entities may contract with each other for the performance of government functions and for the joint use of facilities or services for police protection and for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

**WHEREAS**, the City, for purposes of performing functions of law enforcement through its police department, has an authorized access terminal providing access to the Texas Law Enforcement Telecommunications System (“TLETS”);

**WHEREAS**, TLETS provides potentially valuable law enforcement-related data from intrastate and interstate sources to assist law enforcement in the investigation of crime;

**WHEREAS**, TLETS is administered by the Texas Department of Public Safety, who in turn grants specific access to TLETS through specifically defined terminals, one of which is held by the City to assist the Entity in the investigation of crime;

**WHEREAS**, the Entity’s investigation of crime serves the purpose of providing police protection and promoting and protecting the health and welfare of local residents;

**WHEREAS**, the City, by its proximity, will benefit from improved criminal investigation by the nearby Entity; and

**WHEREAS**, the City approved such an Interlocal Agreement for a 30-day period via Resolution #2106-51 on July 25, 2016;

**WHEREAS**, the County is experiencing some staffing issues for telecommunication operators at the Sheriff’s Department and has requested a 60-day extension of the original 30-day agreement, which would result in a total of 90 days of dispatching services, thereby necessitating this amended agreement;

**WHEREAS**, the City desires to allow the Entity to access TLETS through the City's authorized connection for criminal justice purposes by the Entity, with the Entity bearing any additional costs related to the Entity gaining access to TLETS through the City.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

### **I. Terms and Conditions**

1. City agrees to allow Entity to access City's authorized TLETS connection for criminal justice purposes.
2. Entity agrees to bear any costs associated with Entity gaining access to and using City's TLETS connection. The reimbursement for these costs, if any, will be limited to reimbursement of out of pocket costs of the City.
3. Entity agrees that Entity's use of City's TLETS connection and information obtained therefrom shall at all times comply with all applicable local, state, and federal regulations.
4. Entity agrees that if City determines, in its sole and absolute discretion, that Entity's connection with City's TLETS connection has any negative affect on City's computer network, terminals, operations, or any administrative function of the City or City's Police Department, then City may terminate this Agreement and remove Entity's connection to TLETS. In the event of such termination of this Agreement and the server connection, City shall bear no cost or liability to Entity and the indemnification of Section 2 of Article II shall remain in full force and effect.
5. This agreement shall be for a term of 60 days from the date the last party signed the original agreement (which was July 25, 2016), meaning this agreement will expire on October 23, 2016.
6. Either party may cancel the agreement at any time by giving 24 hours written notice to the other party.

### **II. Miscellaneous**

1. The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State or the United States, the parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.
2. The Entity will indemnify and hold harmless the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees, arising out of willful or negligent act or omission of Entity, its officers, agents, servant, and employees under this Agreement; provided, however, that this indemnity shall not apply to any claims, demands, damages, costs, expenses, and attorney's fees arising out of this Agreement based upon any willful or negligent act or omission of the City, its officers, agents, servants and employees.



3. Any financial obligations of the parties under this agreement shall be payable from current revenues available to the respective paying party.
4. This agreement constitutes the entire agreement between the parties hereto, and supersedes all of their oral and written negotiations, agreement and understandings of every kind. The parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any party hereto or its officers, employees or other agents to induce execution of this Agreement. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing, referring specifically to this Agreement, executed by the parties.
5. The laws of the State of Texas shall govern the validity, enforcement and interpretation of this Agreement. The obligations of the parties are performable and venue for any legal action arising out of this Agreement shall lie in Kleberg County, Texas.
6. This Agreement shall be binding upon and inure to the benefit of the City and the Entity and their respective representatives, successors and assigns. Except as expressly provided herein; nothing in this Agreement is intended to confer on any person, other than the parties hereto and their respective heirs, personal representatives, successors, and assigns, any rights or remedies under or by reason of this Agreement.
7. In addition to the acts recited in this Agreement to be performed by any party, the parties agree to perform, or cause to be performed, any and all such further acts as may be reasonably necessary to consummate the acts or transactions contemplated hereby.
8. The effective date of this Agreement shall be the date of the last of the parties to approve and ratify this Agreement.

CITY OF KINGSVILLE, TEXAS

Approved and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Jesus Garza, City Manager

ATTEST:

\_\_\_\_\_  
Mary Valenzuela, City Secretary

\_\_\_\_\_  
Ricardo Torres, Chief of Police

KLEBERG COUNTY, TEXAS

Approved and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Rudy Madrid, Kleberg County Judge

ATTEST:

\_\_\_\_\_  
Stephanie Garza, Kleberg County Clerk

# **AGENDA ITEM #11**

**City of Kingsville**  
**Purchasing and Technology Department**

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TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: David Mason, Purchasing/IT Director

DATE: July 20, 2016

SUBJECT: RFP 16-12 Self Funded Group Health

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**SUMMARY**

This item authorizes renewing a contract for the services of a TPA (Third Party Administrator) to administer a self-insured program for the City of Kingsville.

**BACKGROUND**

We advertised the proposal on July 10, 2016 and July 17, 2016 in the Kingsville Record. Four (4) potential vendors submitted proposals. All proposals received by the deadline of August 2, 2016 at 1:30 p.m. were opened and vendor names read aloud. Proposals were received from ENTRUST, Inc., TML Multistate Intergovernmental Employee Benefits Pool, Healthcare Highways and The Benefits Group, Inc.

The City's consultants, Carlisle Insurance Agency, Inc. reviewed all proposals submitted in response to RFP 16-12. Each proposal was broken down for easier review and comparison. A copy of the document is attached. On August 15, 2016, a recommendation was submitted for the City of Kingsville to continue with ENTRUST, Inc. as the Third Party Administrator using Westport Insurance Swiss RE as the stop-loss carrier. A detailed summary of the renewal submitted by ENTRUST, Inc. is also attached.

**FINANCIAL IMPACT**

This action will incur health plan costs of approximately \$3,155,038.20 of which \$521,741.88 is for Stop Loss Premiums and \$121,602.60 in Administration Costs (including Plan Administration, Stop-Loss Underwriting Fees and ACA Compliance Fees), \$2,511,693.72 in Expected fixed and variable claims expense and \$ 4,000 Annual Fee.

Funds for these insurance costs are included in the annual budget under each department's (116) line item.

**RECOMMENDATION**

It is recommended the contract be awarded to ENTRUST, Inc. of Houston, Texas.



**CARLISLE**  
INSURANCE

August 15, 2016

City of Kingsville  
P O Box 1458  
Kingsville, TX 78363

Re: Medical Insurance Renewal Recommendation

Diana Gonzales:

The employee benefits department at Carlisle Insurance Agency, Inc., on behalf of the City of Kingsville, has analyzed the group medical proposals submitted by Entrust, TML, Healthcare Highways and The Benefits Group for the following criteria: benefit plan design, service and reputation of the vendor, overall cost benefit to the employee and the City of Kingsville.

Our recommendation is that the City of Kingsville renew their group medical insurance policy with Entrust using Westport Insurance as the stop-loss carrier.

This recommendation is based on the following:

Entrust

1. Lower overall cost
2. Unique cost containing policy features (Spohn network per diem, Prepaid drug card)
3. Maintains current benefit plan design of monthly family deductible limiting out of pocket expenses paid by employees
4. Possibly consider increasing Specific Deductible from \$75,000 to \$100,000

TML

1. Greater overall cost
2. Cannot administer current plan design of monthly deductible
3. Lower admin and fixed cost, but greater expected claims and maximum liability
4. Large amount of assumptions, contingencies and additional fees

Healthcare Highways

1. Greater overall cost
2. Lower admin and fixed cost, but greater expected claims and maximum liability

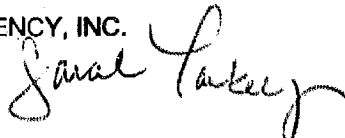
The Benefits Group

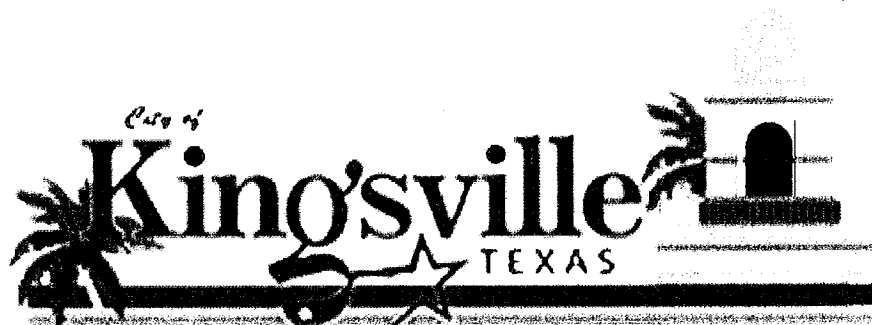
1. Greater overall cost
2. Cannot administer current plan design of monthly deductible
3. Lower admin and fixed cost, but greater expected claims and maximum liability

We further recommend that the City of Kingsville meet with the vendor to customize plan benefits and to maximize cost savings options that may be available.

Sincerely,  
CARLISLE INSURANCE AGENCY, INC.

  
Jerry Bravenec  
Sarah Parkey





Employee Benefits Renewal Proposal Analysis  
October 1, 2016



**CARLISLE**  
**INSURANCE**

**PRESENTED BY:**

*Jerry Bravnec, Peter Matl, Zach Gingrich & Sarah Parkey*

*August 15, 2016*

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

## AGENCY INTRODUCTION

When you own or operate a business, you **Take Pride** in hiring the right people to make your company a success. As your key asset, it is important to protect your employees. The right employee benefits package is essential to safeguard the people who keep your company running.

At Carlisle Insurance, we understand how important your employees are to your business. We can help you create the right employee benefits package to include health, dental, vision, life, and disability insurance. We will provide you with flexible, affordable options obtained through competitive marketing that will protect your employees and make them proud to be a part of your company.

Through our Benefits Administration and Enrollment program, our account managers act as an extension of your HR department to help educate your employees on the full value of their benefits and increase employee appreciation of their total compensation.

In today's complicated legal and regulatory environment, we can help you to stay in compliance with Health Care Reform, COBRA, HIPPA, FMLA, ERISA, and ADA through our Compliance Support services.

At Carlisle Insurance, our Employer Services bring value to your HR team. We assist our clients by coordinating HR Services, Benefits Management and Payroll Programs, COBRA, FSA and HSA administration as well as wellness programs.

In 2013, Corrigan Benefits and Carlisle Insurance Agency's Employee Benefits division merged together to form Carlisle-Corrigan Benefits, LLC which operates as Carlisle Insurance. We are a partner firm of United Benefit Advisors. UBA is a partner owned alliance of more than 140 premier independent benefit advisory firms with more than 165 offices throughout the US, Canada and the U.K. and is the 3<sup>rd</sup> largest provider of employee benefits in North America. Partner firms combine their collective power and coordinated resources to obtain the most competitive rates and enhanced employer services. By collaborating with over 2000 experienced benefits professionals in UBA, we deliver ideas, expertise and best-in-class solutions that positively impact employers make a real difference in the lives of their employees and families.



Shared Wisdom. Powerful Results.



## AGENCY SERVICE TEAM

**Account Producer** Jerry Bravnec  
jerryb@carlisleins.com

**Benefits Producer** Zach Gingrich  
zachg@carlisleins.com

**Account Executive** Sarah Parkey  
sarahp@carlisleins.com

**Physical Address** 500 N. Water St., Ste 900  
Corpus Christi, TX 78401-0234

**Mailing Address** 500 N. Water St., Ste 900  
Corpus Christi, TX 78401-0234

**Phone Number** (361) 884-2775

**Fax Number** (361) 884-3470

**Hours of Operation** 8:00am to 12:00pm, 1:00pm to 5:00pm  
Monday through Friday

# STOP - LOSS & ADMINISTRATIVE SERVICES PROPOSAL FORM

ITEM	RATE EE/MO	NUMBER	MONTHLY	ANNUAL
CONTRACT: 12/12	\$ 7.02	279	\$ 1,958.58	\$ 23,502.96
75,000 CONTRACT: 12/15				
W/ \$65,000 AGGREGATING SPECIFIC				
COMPOSITE:	\$ -	279	\$ -	\$ -
EMPLOYEE	\$ 78.93	279	\$ 22,021.47	\$ 264,257.64
DEPENDENT	\$ 112.06	174	\$ 19,498.44	\$ 233,981.28
TOTAL ISL			\$ 41,519.91	\$ 498,238.92
TOTAL STOP-LOSS (REINSURANCE PREMIUM)			\$ 43,478.49	\$ 521,741.88
PLAN ADMIN. SERVICES FEE	\$ 16.00	279	\$ 4,464.00	\$ 53,568.00
CA GLOBAL FEE	\$ 14.00	279	\$ 3,906.00	\$ 46,872.00
COBRA ADMINISTRATION	\$ 1.95	279	\$ 544.05	\$ 6,528.60
ROKER FEE				
EMPLOYEE	\$ 2.50	279	\$ 697.50	\$ 8,370.00
DEPENDENT	\$ 3.00	174	\$ 522.00	\$ 6,264.00
TOTAL ADMINISTRATION			\$ 10,133.55	\$ 121,602.60
TOTAL FIXED COSTS			\$ 53,612.04	\$ 643,344.48
CLAIMS EXPENSE BREAKDOWN				
UTILIZATION REVIEW FEE	\$ 2.50	279	\$ 697.50	\$ 8,370.00
NETWORK PPO FEE (MEDICAL)	\$ 3.50	279	\$ 976.50	\$ 11,718.00
NETWORK PPO FEE (PRESCRIPTION)	\$ -	279	\$ -	\$ -
NETWORK PPO FEE (VISION)	\$ -	279	\$ -	\$ -
TEAP	\$ 2.55	279	\$ 711.45	\$ 8,537.40
CLAIMS PROCESSING FEE	\$ -	279	\$ -	\$ -
GENERIC DRUG CARVE-OUT FEE				
EMPLOYEE	\$ 65.27	279	\$ 18,210.33	\$ 218,523.96
DEPENDENT	\$ 85.83	174	\$ 14,934.42	\$ 179,213.04
TEL MEDICINE FEE	\$ 6.25	279	\$ 1,743.75	\$ 20,925.00
TRANSPLANT CENTER/NETWORK FEE	\$ -	279	\$ -	\$ -
TRANSACTION FEE (PER CLAIM)	\$ 7.50	6880 Claims (Avg)	\$ 3,613.05	\$ 43,356.60
TOTAL CLAIMS EXPENSES			\$ 40,887.00	\$ 490,644.00
EXPECTED COST				
EXPECTED CLAIMS - EE	\$ 387.57	279	\$ 108,132.03	\$ 1,297,584.36
EXPECTED CLAIMS - DEP	\$ 581.47	174	\$ 101,175.78	\$ 1,214,109.36
EXPECTED LIABILITY			\$ 209,307.81	\$ 2,511,693.72
EXPECTED LIABILITY WITH FIXED COST			\$ 262,919.85	\$ 3,155,038.20
ATTACHMENT POINT - EE	\$ 388.02	279	\$ 108,257.58	\$ 1,299,090.96
ATTACHMENT POINT - DEP	\$ 623.81	174	\$ 108,542.94	\$ 1,302,515.28
MAXIMUM LIABILITY			\$ 216,800.52	\$ 2,601,606.24
MAXIMUM LIABILITY WITH FIXED COST			\$ 311,299.56	\$ 3,735,594.72

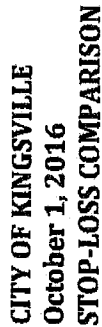
STOP-LOSS QUALIFICATIONS: QUOTES ARE CONTINGENT UPON UPDATED LARGE CLAIMS & AGGREGATE CLAIMS THROUGH THE 11TH MONTH OF THE CURRENT CONTRACT PERIOD.

ANY COSTS NOT INCLUDED ABOVE: \$4,000 ANNUAL PLAN COST.

NAME OF BIDDER: ENTRUST, INC.  
 ADDRESS: 22322 GRAND CORNER DRIVE #200  
 CITY, STATE, ZIP: KATY, TEXAS 77494  
 PHONE NUMBER: (281) - 368-7878 xt. 114

SIGNATURE: \_\_\_\_\_

DATE: July 29, 2016  
 TITLE: CFO



## STOP-LOSS COMPARISON

[illegible]

### CITY OF KINGSVILLE - CURRENT PLAN RENEWAL OPTIONS

PLAN YEAR	2016/2017 PLAN YEAR	2016/2017 PLAN YEAR	2016/2017 PLAN YEAR
PLAN TYPE	SELF - FUNDED RENEWAL 2	SELF - FUNDED RENEWAL 2	SELF - FUNDED RENEWAL 3
BENEFIT OPTION	ENTRUST, INC.	ENTRUST, INC.	ENTRUST, INC.
INSURANCE CARRIER / TPA	WESTPORT INSURANCE	COMPANION LIFE	AMERICAN FIDELITY
REINSURANCE CARRIER			
SPECIFIC DEDUCTIBLE	\$75,000	\$75,000	\$75,000
SPECIFIC CONTRACT TERMS	12/15	12/15	12/15
SPECIFIC COVERS	MEDICAL & RX	MEDICAL & RX	MEDICAL & RX
AGGREGATING SPECIFIC	\$65,000	\$65,000	\$65,000
HIGHER INDIVIDUAL SPECIFIC	\$0	\$0	\$0
AGGREGATE CONTRACT TERMS	12/12	12/12	12/12
AGGREGATE COVERS	MEDICAL & RX	MEDICAL & RX	MEDICAL & RX
AGGREGATE RUN-IN LIMIT	\$0	\$0	\$0
MIN CLAIMS ATTACHMENT POINT	\$2,601,606	\$2,592,505	\$3,068,871
TERMINAL LIABILITY OPTION	NOT INCLUDED	NOT INCLUDED	NOT INCLUDED
ENROLLMENT			
EMPLOYEE ONLY:	RENEWAL RATES	RENEWAL 2	RENEWAL 3
EMPLOYEE & SPOUSE:	105	105	105
EMPLOYEE & CHILD(REN):	37	37	37
EMPLOYEE & FAMILY:	33	33	33
TOTAL QUOTED:	104	104	104
	279	279	279
ANNUAL FIXED COST:	\$643,268.72	\$723,027.52	\$710,157.96
PERCENTAGE ADJUSTMENT:	N/A	12.59%	10.74%
ADJUSTED MAXIMUM EXPOSURE:	\$3,779,566.76	\$3,870,176.60	\$4,334,672.72
PERCENTAGE ADJUSTMENT:	N/A	2.40%	14.69%
EXPECTED COST			
EMPLOYEE ONLY:	MEDICAL & RX	MEDICAL & RX	MEDICAL & RX
EMPLOYEE & SPOUSE:	\$507.97	\$504.47	\$527.47
EMPLOYEE & CHILD(REN):	\$1,204.50	\$1,244.07	\$1,224.73
EMPLOYEE & FAMILY:	\$1,204.50	\$1,244.07	\$1,224.73
ANNUAL TOTAL:	\$262,918.92	\$269,475.84	\$268,406.71
ANNUAL EMPLOYEE ONLY:	\$4,155,027.06	\$4,218,405.1	\$4,218,405.1
ADJUSTED ANNUAL EXPECTED COST:	\$2,902,926.31	\$3,233,710.10	\$3,221,840.54
PERCENTAGE ADJUSTMENT:	N/A	11.39%	10.99%

**CITY OF SULLY**  
**BREAKDOWN OF PLAN EXPENSES**  
**PLAN EFFECTIVE DATE: October 1, 2016**

## EXPIRING RATES

## REINSURANCE PREMIUM BREAKDOWN

HEALTH INSURANCE CARRIER:	STANDARD SECURITY
SPECIFIC DEDUCTIBLE	\$75,000
SPECIFIC CONTRACT TERMS	12/15
SPECIFIC COVERS	MEDICAL & RX
AGGREGATING SPECIFIC	\$65,000
HIGHER INDIVIDUAL SPECIFIC	\$0
AGGREGATE CONTRACT TERMS	12/12
AGGREGATE COVERS	MEDICAL & RX
AGGREGATE RUN-IN LIMIT	\$0
UNCLAIMS ATTACHMENT PRINT	\$2,601,606
TERMINAL LIABILITY OPTION	NOT INCLUDED

**NATIONAL MANAGEMENT BREAKDOWN:**

ANNUAL PLAN COST:	\$54,000.00 PER PLAN YEAR
IMPLEMENTATION/SET UP FEE:	\$0.00 ONE TIME SET UP FEE
GLOBAL ACQ MGMT PROGRAM:	\$14.00 PER ELIGIBLE EMPLOYEE
EAST ADMINISTRATION SYSTEM:	N/A PER UNENROLLED EMPLOYEE
TRANSACTION FEE:	\$7.50 PER TRANSACTION

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ESTIMATED COST	\$	1,554.80
PATIENT CENTERED OUTCOMES RESEARCH INSTITUTE (PCORI) FEE: THIS FEE IS BASED ON THE "SNAPSHOT NUMBER OF LIVES COVERED" (EACH PARTICIPATING MEMBER). MAY USE GOVERNMENT ALLOWED SNAPSHOT COUNTING METHOD QUARTERLY.		
ESTIMATED COST	\$	32,894.00
TRANSITIONAL REINSURANCE FEE: THIS FEE IS AN EMPLOYER RESPONSIBILITY WHICH MAY BE PAID THROUGH THE EMPLOYER'S MAJOR MEDICAL BENEFIT PLAN. HOWEVER, NOT REQUIRED FOR PLANS PROVIDING LIMITED MINIMUM ESSENTIAL COVERAGE.		

**HEALTH INSURER ANNUAL FEE:**

STAMATED COSTS ABOVE ARE BASED ON DATA PROVIDED & ARE SUBJECT TO CHANGE.  
(2.5% OF INSURED PREMIUM). NOT APPLICABLE TO SELF-INSURED PLANS.

## ASK A-NURSE/UTILIZATION REVIEW

EMPLOYEE ONLY	EMPLOYEE & SPOUSE	EMPLOYEE & CHILDREN	EMPLOYEE & FAMILY
105	37	33	104
8	2	14	1
3	1	1	1
156.6%	100.00%	4.0833%	100.00%

## OPTIONAL, AVAILABLE REINSURANCE PRODUCTS

NOTES ARE CONTINGENT UPON UPDATING CLAIMS THROUGH THE 12TH MONTH OF THE CURRENT CONTRACT PERIOD.

NOTES ASSUME NO PARTICIPANTS WITH POTENTIALLY HIGH RISK DIAGNOSIS AS DEFINED IN THE BARRIERS DISCLOSURE STATEMENT.

PLEASE SEE THE TERMS & CONDITIONS OF THE PROPOSAL FOR A DETAILED LISTING OF QUOTE TERMS & CONDITIONS.

## REINSURANCE PREMIUM BREAKDOWN

HEALTH INSURANCE CARRIER:	STANDARD SECURITY
SPECIFIC DEDUCTIBLE	\$75,000
SPECIFIC CONTRACT TERMS	12/15
SPECIFIC COVERS	MEDICAL & RX
AGGREGATING SPECIFIC	\$65,000
HIGHER INDIVIDUAL SPECIFIC	\$0
AGGREGATE CONTRACT TERMS	12/12
AGGREGATE COVERS	MEDICAL & RX
AGGREGATE RUN-IN LIMIT	\$0
UNCLAIMS ATTACHMENT PRINT	\$2,601,606
TERMINAL LIABILITY OPTION	NOT INCLUDED

**NATIONAL MANAGEMENT BREAKDOWN:**

ANNUAL PLAN COST:	\$54,000.00 PER PLAN YEAR
IMPLEMENTATION/SET UP FEE:	\$0.00 ONE TIME SET UP FEE
GLOBAL ACQ MGMT PROGRAM:	\$14.00 PER ELIGIBLE EMPLOYEE
FAST ADMINISTRATION SYSTEM:	N/A PER UNENROLLED EMPLOYEE
TRANSACTION FEE:	\$7.50 PER TRANSACTION

## CLAIMS EXPENSE BREAKDOWN:

	EMPLOYEE ONLY	EMPLOYEE & SPOUSE	EMPLOYEE & CHILDREN	EMPLOYEE & FAMILY
PROPOSED ENROLLMENT:	105	37	33	104
ESTIMATED COSTS ABOVE ARE BASED ON DATA PROVIDED & ARE SUBJECT TO CHANGE.	\$	\$	\$	\$
HEALTH INSURER ANNUAL FEE: (2.5% OF INSURED PREMIUM). NOT APPLICABLE TO SELF-INSURED PLANS.	\$	\$	\$	\$
PLANNING FUNDING OPTIONS:	\$	\$	\$	\$
LONG TERM CAPITAL GAIN	\$	\$	\$	\$

## OPTIONAL, AVAILABLE REINSURANCE PRODUCTS

NOTES ARE CONTINGENT UPON UPDATING CLAIMS THROUGH THE 12TH MONTH OF THE CURRENT CONTRACT PERIOD.

NOTES ASSUME NO PARTICIPANTS WITH POTENTIALLY HIGH RISK DIAGNOSIS AS DEFINED IN THE BARRIERS DISCLOSURE STATEMENT.

PLEASE SEE THE TERMS & CONDITIONS OF THE PROPOSAL FOR A DETAILED LISTING OF QUOTE TERMS & CONDITIONS.

ALL RATES ILLUSTRATED ABOVE ARE SUBJECT TO CHANGE IF ALL THE QUOTE TERMS AND CONDITIONS ARE NOT SATISFIED.

CITY OF  
SALT LAKE

## BREAKDOWN OF PLAN EXPENSES

**PLAN EFFECTIVE DATE: October 1, 2016**

## RENEWAL RATES

REINSURANCE CARRIERS	WISCONSIN INSURANCE
SPECIFIC DEDUCTIBLE	\$75,000
SPECIFIC CONTRACT TERMS	12/15
SPECIFIC COVERS	MEDICAL & RX
AGGREGATING SPECIFIC	\$65,000
HIGHER INDIVIDUAL SPECIFIC	\$0
AGGREGATE CONTRACT TERMS	12/12
AGGREGATE COVERS	MEDICAL & RX
AGGREGATE RENEWAL LIMIT	\$0
MIN CLAMS ATTACHMENT POINT	\$2,687,506
TERMINAL LIABILITY OPTION	NOT INCLUDED

ANNUAL PLAN COST:	\$4,000.00 PER PLAN YEAR
IMPLEMENTATION/SET UP FEE:	\$0.00 ONE TIME SET UP FEE
GLOBAL ACCT MGMT. PROGRAM:	\$14.00 PER ENROLLMENT EMPLOYEE
EASIS ADMINISTRATION SYSTEM:	N/A PER ENROLLMENT EMPLOYEE
TRANSACTION FEE:	\$7.50 PER TRANSACTION

PATIENT-CENTERED OUTCOMES RESEARCH INSTITUTE (PCORI) FEE:		ESTIMATED COST	\$	1,554.00
<p>THIS FEE IS BASED ON THE "AVERAGE NUMBER OF LIVES COVERED" (EACH PARTICIPATING MEMBER), MAY USE GOVERNMENT ALLOWED SWAPS/NOT COUNTING METHOD QUARTERLY.</p>				
TRANSITIONAL REINSURANCE FEE:		ESTIMATED COST	\$	32,090.00
<p>THIS FEE IS AN EMPLOYER RESPONSIBILITY WHICH MAY BE PAID THROUGH THE EMPLOYERS MAJOR MEDICAL BENEFIT PLAN; HOWEVER, NOT REQUIRED FOR PLANS PROVIDING LIMITED MINIMUM ESSENTIAL COVERAGE.</p>				
HEALTH INSURER ANNUAL FEE:				
<p>(2.5% OF INSURED PREMIUM) NOT APPLICABLE TO SELF-INSURED PLANS.</p>				
<p><b>ESTIMATED COSTS ABOVE ARE BASED ON DATA PROVIDED &amp; ARE SUBJECT TO CHANGE.</b></p>				

EMPLOYEE ONLY	EMPLOYEE & SPOUSE	EMPLOYEE & CHILDREN	EMPLOYEE & FAMILY
105	37	33	104

PROPOSED ENROLLMENT:

105	37	33	104
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ENDING: 11/30/2009 10:54

105	37	33	104
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ENDING: 11/30/2009 10:54

QUOTES ARE CONTINGENT UPON UPDATED CLAIMS THROUGH THE FIFTH MONTH OF THE CURRENT CONTRACT PERIOD.

QUOTES ASSUME NO PARTICIPANTS WITH POTENTIALLY HIGH RISK DIAGNOSIS AS DEFINED IN THE ARRANGERS DISCLOSURE STATEMENT.

PLEASE SEE THE TERMS & CONDITIONS OF THE PROPOSAL FOR A DETAILED LISTING OF QUOTE TERMS & CONTINGENCIES.

QUOTATIONS ABOVE ARE SUBJECT TO CHANGE IF ALL THE QUOTE TERMS AND CONDITIONS ARE NOT SATISFIED.

[illegible][illegible][illegible]

EMPLOYEE ONLY	EMPLOYEE & SPOUSE	EMPLOYEE & CHILDREN	EMPLOYEE & FAMILY
\$ 7.09	\$ 19.10	\$ 19.10	\$ 19.10
\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
\$ 7.09	\$ 19.10	\$ 19.10	\$ 19.10
\$ 17.79	\$ 40.20	\$ 40.20	\$ 40.20

## **Global ACA & Regulatory Management Program**

### **Compliance Services At-a-Glance**

#### **ACA Required Reporting**

- 1094-C Reporting & filing to the IRS
- 1095-C Reporting to each Employee
- Cloud access to 1095's for each Employee
- Confirmation of data for employer prior to IRS submission

#### **ACA Substantially All Testing**

- Waiver management of all non-participants
- Monthly dashboard report
- Management of Non-Responsive
- Waiver reason tracking and management
- Monthly back up data for evidence upon any audit

#### **Group Health Plan Documentation Requirements**

- Summary Plan Description & related amendments
- Trust Agreements
- Business Associate Agreements ("HITECH")
- Medicare Part D Certification & Filing
- Service Agreements

#### **ACA Fee Determinations\***

- Patient-Centered Outcomes Research Institute (PCORI)
  - IRS Form 720 Information Report and safe harbor testing
  - Non-Plan Expense per participant
- Transitional Reinsurance Fee (TRF)
  - Determination by safe harbor testing
  - Does not apply to MEC plans
- Information for Summary Annual Report & Form 5500 to employer for easy filing

\*Note: Fees are due from Employer's plan & are to be paid separately from any plan expense.

#### **ACA Required Employee Documentation**

- Exchange Notices Part A & B for point of hire
- W-2 Cost of Coverage Determination
- Culturally and linguistically - appropriate Summary of Benefits & Coverage (SBC)
- ACA Glossary of Terms
- ACA/DOL Electronic Delivery Acknowledgement

#### **Group Health Plan Compliance Notices**

- HIPAA Privacy Notices
- Medicare Part D - Creditable & Non-Creditable Notices
- Women's Health & Cancer Rights Act
- COBRA - General Notice & Election Notice with Exchange Notice
- Children's Health Insurance Program Reauthorization Act of 2009 (by State)
- Non-Grandfathered Plan Notice
- GINA
- Minimum Maternity Benefits Notice (Newborns and Mothers Health Protection Act of 2006)

#### **Additional Compliance Services**

- HIPAA Privacy Training
- ACA Training
- Legal & HR telephonic & online services for employers > 200 FTEs

## MARKETING RESPONSE

<u>Carrier</u>	<u>Response</u>
<u>Enrust</u>	Renewal provided with an increase of 0.32% to Annual Fixed Costs, 0.56% to Adjusted Maximum Exposure and 8.68% to Adjusted Annual Expected Costs.
<u>TML</u>	Quoted Unable to provide current plan benefits structure.
<u>Healthcare Highways</u>	Quoted
<u>The Benefits Group</u>	Quoted Did not provide quote for current 12/15 - 12/12 contract.



TPA	Current	Entrust	Renewal	Entrust
Stop Loss Carrier Contract	Standard Security	Westport Insurance	12/15 \$75,000 Spec w/ \$65,000 Aggregating Spec (12/12 Agg)	Annual
Aggregate Stop Loss Premium	12/15 \$75,000 Spec w/ \$65,000 Aggregating Spec (12/12 Agg)	Rate PEPM	# of Employees	Monthly
Specific Premium	Monthly	\$7.02	279	\$1,958.58
Employee	Annual	\$78.93	105	\$8,287.65
Family	Annual	\$190.99	174	\$33,232.26
Total Stop Loss Premium	Annual	\$43,305.51		\$519,666.12
Plan Admin. Services	Monthly	\$16.00		
Plan Compliance	Monthly	\$1.95		
PPO Network Access Fee	Monthly	\$3.50		
Ask A Nurse Utilization Review	Monthly	\$2.50		
AmeriDoc	Monthly	\$6.25		
Interface EAP	Monthly	\$2.55		
Disease Management	Monthly			
Claims Fee	Monthly	\$12.95		
Total Administration	Monthly	\$45.70	279	\$12,750.30
Set Up Fee	Monthly			
Plan Fee	Monthly	\$0.00		\$0.00
Cost to Change Carriers (Run Out Admin.)	Monthly	\$4,000.00		\$4,000.00
Other Fixed Costs	Monthly	\$0.00		\$0.00
Total Fixed Costs *	Monthly	\$4,000.00		\$4,000.00
Aggregating Specific	Monthly	\$56,055.81		\$56,228.79
Generic Rx (Employee)	Monthly	\$62.16	105	\$6,853.35
Generic Rx (Family)	Monthly	\$143.90	174	\$26,291.40
Total Generic Rx	Monthly	\$31,565.40		\$33,144.75
Expected Claims (Employee)	Monthly	\$248.54	105	\$31,036.95
Expected Claims (Family)	Monthly	\$676.15	174	\$137,383.44
Total Expected Claims	Monthly	\$143,746.80		\$168,420.39
Total Expected Cost *	Monthly	\$231,368.01		\$257,793.93
Aggregate Attachment Point (Employee)	Monthly	\$388.02	105	\$40,742.10
Aggregate Attachment Point (Family)	Monthly	\$1,011.83	174	\$176,058.42
Total Maximum Cost *	Monthly	\$304,421.73		\$306,174.06

\* Monthly amounts do not include setup and plan fees and the aggregating specific, but Annual total do include those items.

Christus Spohn Network

Christus Spohn Network

TML  
RMTS/Gerber Life

12/15 \$75,000 Spec w/ \$65,000 Aggregating Spec	Rate PEPM	# of Employees	Monthly	Annual
\$5.37	\$1,498.23	279	\$17,978.76	\$17,978.76
\$60.39	\$6,340.95	105	\$76,091.40	\$76,091.40
\$156.22	\$27,182.28	174	\$326,187.36	\$326,187.36
	<b>\$35,021.46</b>		<b>\$420,257.52</b>	

\$13.25  
\$1.25  
\$15.70  
\$4.00  
\$0.99  
\$1.27  
\$1.50

Included

\$37.96	\$10,590.84	279	\$127,090.08	\$127,090.08
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$38,250.90	\$38,250.90
			\$38,250.90	\$38,250.90
	<b>\$45,612.30</b>		<b>\$623,849.40</b>	
			\$65,000	\$65,000

TML  
Arbor/Fidelity Security

12/15 \$75,000 Spec w/ \$65,000 Aggregating Spec	Rate PEPM	# of Employees	Monthly	Annual
\$3.81	\$1,062.99	279	\$1,062.99	\$12,755.88
\$69.30	\$7,276.50	105	\$7,276.50	\$87,318.00
\$170.18	\$29,611.32	174	\$29,611.32	\$355,335.84
	<b>\$37,950.81</b>		<b>\$37,950.81</b>	<b>\$455,409.72</b>

\$13.25  
\$1.25  
\$15.70  
\$4.00  
\$0.99  
\$1.27  
\$1.50

Included

\$37.96	\$10,590.84	279	\$127,090.08	\$127,090.08
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$38,250.90	\$38,250.90
			\$38,250.90	\$38,250.90
	<b>\$48,541.65</b>		<b>\$620,750.70</b>	
			\$65,000	\$65,000

No Broker Fee Included

Network Access / Utilization / COBRA / Telemedicine / EAP / Claims Fee  
Included in Admin. Fee  
Unable to provide Monthly Deductible  
Individual Deductible = \$250  
Family Deductible = \$500  
Co-Insurance = 100%  
UHC Choice Plus PPO Network (In & Out)  
Rx Plan Not Imbedded in Medical (Copays on Brand Name)  
Dental Plan Not Imbedded in Medical = \$1.15 PEPM = \$3,864 Annually  
Vision Plan Not Imbedded in Medical  
UHC Optum Rx Access included in Network Access Fee  
COBRA: 0.50 PPM x 698 avg. lives = \$1.25

No Broker Fee Included

Network Access / Utilization / COBRA / Telemedicine / EAP / Claims Fee  
Included in Admin. Fee  
Unable to provide Monthly Deductible  
Individual Deductible = \$250  
Family Deductible = \$500  
Co-Insurance = 100%  
UHC Choice Plus PPO Network (In & Out)  
Rx Plan Not Imbedded in Medical (Copays on Brand Name)  
Dental Plan Not Imbedded in Medical = \$1.15 PEPM = \$3,864 Annually  
Vision Plan Not Imbedded in Medical

No Broker Fee Included

Network Access / Utilization / COBRA / Telemedicine / EAP / Claims Fee  
Included in Admin. Fee  
Unable to provide Monthly Deductible  
Individual Deductible = \$250  
Family Deductible = \$500  
Co-Insurance = 100%  
UHC Choice Plus PPO Network (In & Out)  
Rx Plan Not Imbedded in Medical (Copays on Brand Name)  
Dental Plan Not Imbedded in Medical = \$1.15 PEPM = \$3,864 Annually  
Vision Plan Not Imbedded in Medical



Healthcare Highways

American Fidelity Assurance Company

12/15 \$75,000 Spec w/ \$65,000 Aggregating Spec (12/12 Agg)

Rate PEPM	# of Employees	Monthly	Annual
\$6.08	279	\$1,696.32	\$20,355.84
\$74.72	105	\$7,845.60	\$94,147.20
\$180.16	174	\$31,347.84	\$376,174.08
		\$40,889.76	\$490,677.12

\$34.13

Included  
Included  
Included

Included

\$34.13	279	\$9,522.27	\$114,267.24
		Unknown	Unknown
			\$38,250.90
			\$38,250.90
			\$643,195.26
			\$65,000

The Benefit Group

Gerber Life

12/12 \$75,000 Spec w/ \$65,000 Aggregating Spec (12/12 Agg)

Rate PEPM	# of Employees	Monthly	Annual
\$5.67	279	\$1,581.93	\$18,983.16
\$62.49	105	\$6,561.45	\$78,737.40
\$163.46	174	\$28,442.04	\$341,304.48
		\$36,585.42	\$439,025.04

\$2.50  
\$3.50  
\$3.95  
\$2.95

\$3.50  
\$20.95  
\$37.35

\$10,420.65	279	\$125,047.80
		\$3,000.00
		\$0.00
		\$38,250.90
		\$41,250.90
		\$605,323.74
		\$65,000

\$407.67	105	\$42,805.35	\$513,664.20
\$1,020.58	174	\$177,580.92	\$2,130,971.04
		\$220,386.27	\$2,644,635.24
		\$270,798.30	\$3,352,830.50
		\$53,506.95	\$642,083.40
		\$221,977.02	\$2,663,724.24
		\$275,483.97	\$3,305,807.64
		\$325,896.00	\$4,014,002.90

\$372.55	105	\$39,117.96	\$469,415.52
\$1,032.11	174	\$179,587.49	\$2,155,049.86
		\$218,705.45	\$2,624,465.38
		\$265,711.52	\$3,294,789.12
		\$48,897.45	\$586,769.40
		\$224,484.36	\$2,693,812.32
		\$273,381.81	\$3,280,581.72
		\$320,387.88	\$3,950,905.46

Includes Broker Fee

No Broker Fee Included

Network Access & Admin. / Utilization / COBRA / Rx / Broker Fee  
included in Admin. Fee

Network Access / Utilization / COBRA / Telemedicine / Claims Fee  
included in Admin. Fee

Unable to provide Monthly Deductible  
Individual Deductible = \$250 In / \$250 Out  
Co-Insurance = 100%  
Individual Max Out of Pocket = \$6,600  
PHCS Only PPO Network (In & Out)

HCH / Christus Spohn Network

Dental Plan Not Imbedded in Medical  
Vision Plan Not Imbedded in Medical

Amount paid by reinsurance (nominally)

		\$75k Spec	\$100k Spec
<b>10/01/2015 - 06/30/2016</b>		\$75,000	\$100,000
1	\$103,401.08	\$28,401.08	\$3,401.08
2	\$46,629.78	\$0.00	\$0.00
3	\$47,030.17	\$0.00	\$0.00
4	\$169,159.68	\$94,159.68	\$69,159.68
Totals	\$366,220.71	\$122,560.76	\$72,560.76
Amount applied to \$65k Agg Spec		\$65,000.00	\$65,000.00

<b>10/01/2014 - 09/30/2015</b>			
1	\$43,494.03	\$0.00	\$0.00
2	\$48,106.26	\$0.00	\$0.00
3	\$142,658.79	\$67,658.79	\$42,658.79
4	\$103,087.56	\$28,087.56	\$3,087.56
5	\$45,483.28	\$0.00	\$0.00
Totals	\$382,829.92	\$95,746.35	\$45,746.35
Amount applied to \$65k Agg Spec		\$65,000.00	\$45,746.35

<b>10/01/2013 - 09/30/2014</b>			
1	\$41,224.96	\$0.00	\$0.00
2	\$70,329.29	\$0.00	\$0.00
3	\$64,465.21	\$0.00	\$0.00
4	\$49,596.63	\$0.00	\$0.00
5	\$72,927.70	\$0.00	\$0.00
6	\$44,427.30	\$0.00	\$0.00
7	\$43,644.46	\$0.00	\$0.00
8	\$104,699.17	\$29,699.17	\$4,699.17
9	\$162,859.54	\$87,859.54	\$62,859.54
10	\$40,276.55	\$0.00	\$0.00
11	\$48,968.36	\$0.00	\$0.00
12	\$59,547.22	\$0.00	\$0.00
13	\$41,934.90	\$0.00	\$0.00
14	\$181,331.75	\$106,331.75	\$81,331.75
Totals	\$1,026,233.04	\$223,890.46	\$148,890.46
Amount applied to \$65k Agg Spec		\$65,000.00	\$65,000.00

Gerber Example (TML)

Spec Ded	\$	75,000	\$	75,000	\$	100,000	\$	100,000
Aggregating Specific	\$	65,000	\$	-	\$	65,000	\$	-
Cost of Reinsurance (Specific)	\$	402,279	\$	450,797	\$	296,729	\$	345,239

Amount paid to plan by  
Specific Reinsurance

2013-2014	\$158,890.46	\$223,890.46	\$83,890.46	\$148,890.46
2014-2015	\$30,746.35	\$95,746.35	\$0.00	\$45,746.35
2015-2016	\$57,560.76	\$122,560.76	\$7,560.76	\$72,560.76

Net Cost to Plan

2013-2014	\$	243,388.30	\$	226,906.58	\$	212,838.82	\$	196,348.82
2014-2015	\$	371,532.41	\$	355,050.69	\$	296,729.28	\$	299,492.93
2015-2016	\$	344,718.00	\$	328,236.28	\$	289,168.52	\$	272,678.52
3 Yr Avg Cost	\$	319,879.57	\$	303,397.85	\$	266,245.54	\$	256,173.42

Fidelity Example (TML)

Spec Ded	\$	75,000	\$	75,000	\$	100,000	\$	100,000
Aggregating Specific	\$	65,000	\$	-	\$	65,000	\$	-
Cost of Reinsurance								
(Specific)	\$	442,654	\$	507,363	\$	350,822	\$	415,548

Amount paid to plan by  
Specific Reinsurance

2013-2014		\$158,890.46		\$223,890.46		\$83,890.46		\$148,890.46
2014-2015		\$30,746.35		\$95,746.35		\$0.00		\$45,746.35
2015-2016		\$57,560.76		\$122,560.76		\$7,560.76		\$72,560.76

Net Cost to Plan

2013-2014	\$	283,763.38	\$	283,472.66	\$	266,931.70	\$	266,657.18
2014-2015	\$	411,907.49	\$	411,616.77	\$	350,822.16	\$	369,801.29
2015-2016	\$	385,093.08	\$	384,802.36	\$	343,261.40	\$	342,986.88
3 Yr Avg Cost	\$	360,254.65	\$	359,963.93	\$	320,338.42	\$	326,481.78

**STOP LOSS & ADMINISTRATIVE SERVICES PROPOSAL FORM**

<b>SL Carrier: RMTS/Gerber Life</b>		<b>RATE</b>		<b>Number</b>	<b>MONTHLY</b>	<b>ANNUAL</b>
<b>ITEM</b>		<b>EE/Mo</b>				
Aggregate Stop Loss – Premium Contract						
<b>12/15</b>		<b>\$ 5.37</b>	<b>#</b>	<b>280</b>	<b>\$ 1,503.60</b>	<b>\$ 18,043.20</b>
Specific Premium (Individual) (\$____) Contract						
<b>12/15 \$75,000 Spec Ded with \$65,000 ASD</b>						
Composite		\$	#	280	\$	\$
Employee Only		\$ 60.39	#	105	\$ 6,340.95	\$ 76,091.40
Employee / Family		\$ 156.22	#	175	\$ 27,338.50	\$ 328,062.00
Total Individual Stop Loss					\$	\$
Total Stop Loss (Reinsurance Premium)					\$ 33,679.45	\$ 404,153.40
Plan Admin. Services Fee (Medical)		\$ 13.25	#	280	\$ 3,710.00	\$ 44,520
ACA Fee		\$	#		\$	\$
COBRA Administration Fee		\$ 0.50 PPPM	#	Varies	\$ Varies	\$ Varies
Utilization Review Fee		\$ 4.00	#	280	\$ 1,120.00	\$ 13,440
Network PPO Fee (Medical)		\$ 14.20	#	280	\$ 3,976.00	\$ 47,712
Network PPO Fee (Prescription)						
Network PPO Fee (Vision)						
Broker Fee		\$ N/A	#		\$	\$
EAP (Deer Oaks – 6 Sessions)		\$ \$1.27	#	280	\$ 355.60	\$ 4,267.20
		Included in				
		Med Admin				
Claims Processing Fee		\$ Fee	#		\$	\$
Generic Drug Carve-Out Fee (if applicable)		\$	#		\$	\$
Telemedicine Fee (HealthiestYou)		\$ 0.99	#		\$ 277.20	\$ 3,326.40
		Included in				
Transplant Center/Network Fee		\$ Network Fee	#		\$	\$
		Included in		6880 claims		
		Med Admin		(annual		
Transaction Fee (Per Claim)		\$ Fee	#	average)	\$	\$
TOTAL ADMINISTRATION		\$ 33.71	#	280	\$ 9,438.80	\$ 113,265.60
TOTAL FIXED COSTS					\$ 44,621.85	\$ 535,462.20
Expected Claims – EE		\$ 395.18	#	105	\$ 41,493.90	\$ 497,926.80
Expected Claims – Family		\$ 1,057.79	#	175	\$ 185,113.25	\$ 2,221,359.00
EXPECTED LIABILITY					\$ 226,607.15	\$ 2,719,285.80
Attachment Point – EE		\$ 493.97	#	105	\$ 51,866.85	\$ 622,402.20
Attachment Point – Family		\$ 1,322.24	#	175	\$ 231,392.00	\$ 2,776,704.00
MAXIMUM LIABILITY					\$ 283,258.85	\$ 3,399,106.20

**Stop Loss Qualifications:****Please reference each stop loss carriers contingencies included with the proposal.****Any Costs Not Included Above:****Disease Management - \$1.50 PEPM**

**STOP LOSS & ADMINISTRATIVE SERVICES PROPOSAL FORM****SL Carrier: Arbor/ Fidelity Security LLC**

<b><u>ITEM</u></b>	<b><u>RATE</u></b> <b><u>EE/Mo</u></b>	<b><u>Number</u></b>	<b><u>MONTHLY</u></b>	<b><u>ANNUAL</u></b>
Aggregate Stop Loss – Premium Contract <b>12/15</b>	\$ <b>3.81</b>	# <b>280</b>	\$ <b>1066.80</b>	\$ <b>12801.60</b>
Specific Premium (Individual) (\$____) Contract <b>12/15 \$75,000 Spec Ded with \$65,000 ASD</b>				
Composite	\$	# <b>280</b>	\$	\$
Employee Only	\$ <b>69.30</b>	# <b>105</b>	\$ <b>7,276.50</b>	\$ <b>87,318.00</b>
Employee / Family	\$ <b>170.18</b>	# <b>175</b>	\$ <b>29,781.50</b>	\$ <b>357,378.00</b>
Total Individual Stop Loss			\$	\$
Total Stop Loss (Reinsurance Premium)			\$ <b>37,058.00</b>	\$ <b>444,696.00</b>
Plan Admin. Services Fee (Medical)	\$ <b>13.25</b>	# <b>280</b>	\$ <b>3,710.00</b>	\$ <b>44,520</b>
ACA Fee	\$	#	\$	\$
COBRA Administration Fee	\$ <b>0.50 PPPM</b>	# <b>Varies</b>	\$ <b>Varies</b>	\$ <b>Varies</b>
Utilization Review Fee	\$ <b>4.00</b>	# <b>280</b>	\$ <b>1,120.00</b>	\$ <b>13,440</b>
Network PPO Fee (Medical)	\$ <b>14.20</b>	# <b>280</b>	\$ <b>3,976.00</b>	\$ <b>47,712</b>
Network PPO Fee (Prescription)				
Network PPO Fee (Vision)				
Broker Fee	\$ <b>N/A</b>	#	\$	\$
EAP (Deer Oaks – 6 Sessions)	\$ <b>\$1.27</b>	# <b>280</b>	\$ <b>355.60</b>	\$ <b>4,267.20</b>
Included in Med Admin				
Claims Processing Fee	\$ <b>Fee</b>	#	\$	\$
Generic Drug Carve-Out Fee (if applicable)	\$	#	\$	\$
Telemedicine Fee (HealthiestYou)	\$ <b>0.99</b>	#	\$ <b>277.20</b>	\$ <b>3,326.40</b>
Included in Network Fee				
Transplant Center/Network Fee	\$	#	\$	\$
Included in Med Admin				
Transaction Fee (Per Claim)	\$ <b>Fee</b>	# <b>6880 claims (annual average)</b>	\$	\$
TOTAL ADMINISTRATION	\$ <b>33.71</b>	# <b>280</b>	\$ <b>9,438.80</b>	\$ <b>113,265.60</b>
TOTAL FIXED COSTS			\$ <b>47,563.60</b>	\$ <b>570,763.20</b>
Expected Claims – EE	\$ <b>372.43</b>	# <b>105</b>	\$ <b>39,105.36</b>	\$ <b>469,264.32</b>
Expected Claims – Family	\$ <b>1020.06</b>	# <b>175</b>	\$ <b>178,511.20</b>	\$ <b>2,142,134.40</b>
EXPECTED LIABILITY			\$ <b>217,616.56</b>	\$ <b>2,611,398.72</b>
Attachment Point – EE	\$ <b>465.54</b>	# <b>105</b>	\$ <b>48,881.70</b>	\$ <b>586,580.40</b>
Attachment Point – Family	\$ <b>1275.08</b>	# <b>175</b>	\$ <b>223,139.00</b>	\$ <b>2,677,668.00</b>
MAXIMUM LIABILITY			\$ <b>272,020.70</b>	\$ <b>3,264,248.40</b>

**Stop Loss Qualifications:****Please reference each stop loss carriers contingencies included with the proposal.****Any Costs Not Included Above:****Disease Management - \$1.50 PEPM**



**STOP LOSS & ADMINISTRATIVE SERVICES PROPOSAL FORM**

<b>SL Carrier: RMTS/Gerber Life</b>		<b>RATE</b>		<b>Number</b>	<b>MONTHLY</b>	<b>ANNUAL</b>
<b>ITEM</b>		<b>EE/Mo</b>				
Aggregate Stop Loss – Premium Contract						
<b>12/15</b>		\$ <b>5.37</b>	#	<b>280</b>	\$ <b>1503.60</b>	\$ <b>18043.20</b>
Specific Premium (Individual) (\$____) Contract						
<b>12/15 \$75,000 Spec Ded with \$0 ASD</b>						
Composite		\$	#	<b>280</b>	\$	\$
Employee Only		\$ <b>65.82</b>	#	<b>105</b>	\$ <b>6,911.10</b>	\$ <b>82,933.20</b>
Employee / Family		\$ <b>176.18</b>	#	<b>175</b>	\$ <b>30,831.50</b>	\$ <b>369,978.00</b>
Total Individual Stop Loss					\$	\$
Total Stop Loss (Reinsurance Premium)					\$ <b>37,742.60</b>	\$ <b>452,911.20</b>
Plan Admin. Services Fee (Medical)		\$ <b>13.25</b>	#	<b>280</b>	\$ <b>3,710.00</b>	\$ <b>44,520</b>
ACA Fee		\$	#		\$	\$
COBRA Administration Fee		\$ <b>0.50 PPM</b>	#	<b>Varies</b>	\$ <b>Varies</b>	\$ <b>Varies</b>
Utilization Review Fee		\$ <b>4.00</b>	#	<b>280</b>	\$ <b>1,120.00</b>	\$ <b>13,440</b>
Network PPO Fee (Medical)		\$ <b>14.20</b>	#	<b>280</b>	\$ <b>3,976.00</b>	\$ <b>47,712</b>
Network PPO Fee (Prescription)						
Network PPO Fee (Vision)						
Broker Fee		\$ <b>N/A</b>	#		\$	\$
EAP (Deer Oaks – 6 Sessions)		\$ <b>\$1.27</b>	#	<b>280</b>	\$ <b>355.60</b>	\$ <b>4,267.20</b>
Included in Med Admin						
Claims Processing Fee		\$ <b>Fee</b>	#		\$	\$
Generic Drug Carve-Out Fee (if applicable)		\$	#		\$	\$
Telemedicine Fee (HealthiestYou)		\$ <b>0.99</b>	#		\$ <b>277.20</b>	\$ <b>3,326.40</b>
Included in Network Fee						
Transplant Center/Network Fee		\$ <b>Network Fee</b>	#		\$	\$
Included in Med Admin						
Transaction Fee (Per Claim)		\$ <b>Fee</b>	#	<b>6880 claims (annual average)</b>	\$	\$
TOTAL ADMINISTRATION		\$ <b>33.71</b>		<b>280</b>	\$ <b>9,438.80</b>	\$ <b>113,265.60</b>
TOTAL FIXED COSTS					\$ <b>48,685.00</b>	\$ <b>584,220.00</b>
Expected Claims – EE		\$ <b>395.18</b>	#	<b>105</b>	\$ <b>41,493.90</b>	\$ <b>497,926.80</b>
Expected Claims – Family		\$ <b>1057.79</b>	#	<b>175</b>	\$ <b>185,113.25</b>	\$ <b>2,221,359.00</b>
EXPECTED LIABILITY					\$ <b>226,607.15</b>	\$ <b>2,719,285.80</b>
Attachment Point – EE		\$ <b>493.97</b>	#	<b>105</b>	\$ <b>51,866.85</b>	\$ <b>622,402.20</b>
Attachment Point – Family		\$ <b>1322.24</b>	#	<b>175</b>	\$ <b>231,392.00</b>	\$ <b>2,776,704.00</b>
MAXIMUM LIABILITY					\$ <b>283,258.85</b>	\$ <b>3,399,106.20</b>

Stop Loss Qualifications:

Please reference each stop loss carriers contingencies included with the proposal.

Any Costs Not Included Above:

Disease Management - \$1.50 PEPM

**STOP LOSS & ADMINISTRATIVE SERVICES PROPOSAL FORM****SL Carrier: Arbor/ Fidelity Security LLC**

<b><u>ITEM</u></b>	<b><u>RATE</u></b> <b><u>EE/Mo</u></b>	<b><u>Number</u></b>	<b><u>MONTHLY</u></b>	<b><u>ANNUAL</u></b>
Aggregate Stop Loss – Premium Contract <b>12/15</b>	\$ <b>3.81</b>	# <b>280</b>	\$ <b>1066.80</b>	\$ <b>12081.60</b>
Specific Premium (Individual) (\$ <u>    </u> ) Contract <b>12/15 \$75,000 Spec Ded with \$0 ASD</b>				
Composite	\$	# <b>280</b>	\$	\$
Employee Only	\$ <b>78.88</b>	# <b>105</b>	\$ <b>8,282.40</b>	\$ <b>99,388.80</b>
Employee / Family	\$ <b>195.39</b>	# <b>175</b>	\$ <b>34,193.25</b>	\$ <b>410,319.00</b>
Total Individual Stop Loss			\$	\$
Total Stop Loss (Reinsurance Premium)			\$ <b>42,475.65</b>	\$ <b>509,707.80</b>
Plan Admin. Services Fee (Medical)	\$ <b>13.25</b>	# <b>280</b>	\$ <b>3,710.00</b>	\$ <b>44,520</b>
ACA Fee	\$	#	\$	\$
COBRA Administration Fee	\$ <b>0.50 PPM</b>	# <b>Varies</b>	\$ <b>Varies</b>	\$ <b>Varies</b>
Utilization Review Fee	\$ <b>4.00</b>	# <b>280</b>	\$ <b>1,120.00</b>	\$ <b>13,440</b>
Network PPO Fee (Medical)	\$ <b>14.20</b>	# <b>280</b>	\$ <b>3,976.00</b>	\$ <b>47,712</b>
Network PPO Fee (Prescription)				
Network PPO Fee (Vision)				
Broker Fee	\$ <b>N/A</b>	#	\$	\$
EAP (Deer Oaks – 6 Sessions)	\$ <b>\$1.27</b>	# <b>280</b>	\$ <b>355.60</b>	\$ <b>4,267.20</b>
	Included in Med Admin			
Claims Processing Fee	\$ <b>Fee</b>	#	\$	\$
Generic Drug Carve-Out Fee (if applicable)	\$	#	\$	\$
Telemedicine Fee (HealthiestYou)	\$ <b>0.99</b>	#	\$ <b>277.20</b>	\$ <b>3,326.40</b>
	Included in Network Fee			
Transplant Center/Network Fee	\$	#	\$	\$
	Included In Med Admin	6880 claims (annual average)		
Transaction Fee (Per Claim)	\$ <b>Fee</b>	#	\$	\$
<b>TOTAL ADMINISTRATION</b>	\$ <b>33.71</b>	<b>280</b>	\$ <b>9,438.80</b>	\$ <b>113,265.60</b>
<b>TOTAL FIXED COSTS</b>			\$ <b>52,981.25</b>	\$ <b>635,775.00</b>
Expected Claims – EE	\$ <b>372.43</b>	# <b>105</b>	\$ <b>39,105.36</b>	\$ <b>469,264.32</b>
Expected Claims – Family	\$ <b>1020.06</b>	# <b>175</b>	\$ <b>178,511.20</b>	\$ <b>2,142,134.40</b>
<b>EXPECTED LIABILITY</b>			\$ <b>217,616.56</b>	\$ <b>2,611,398.72</b>
Attachment Point – EE	\$ <b>465.54</b>	# <b>105</b>	\$ <b>48,881.70</b>	\$ <b>586,580.40</b>
Attachment Point – Family	\$ <b>1275.08</b>	# <b>175</b>	\$ <b>223,139.00</b>	\$ <b>2,677,668.00</b>
<b>MAXIMUM LIABILITY</b>			\$ <b>272,020.70</b>	\$ <b>3,264,248.40</b>

Stop Loss Qualifications:

**Please reference each stop loss carriers contingencies included with the proposal.**

Any Costs Not Included Above:

**Disease Management - \$1.50 PEPM**

**STOP LOSS & ADMINISTRATIVE SERVICES PROPOSAL FORM**

SL Carrier: <b>RMTS/Gerber Life</b>		<b>RATE</b>		<b>MONTHLY</b>	<b>ANNUAL</b>
<b>ITEM</b>	<b>EE/Mo</b>	<b>Number</b>			
Aggregate Stop Loss – Premium Contract <b>12/15</b>	\$ <b>5.37</b>	# <b>280</b>		\$ <b>1503.60</b>	\$ <b>18043.20</b>
Specific Premium (Individual) (\$____) Contract <b>12/15 \$100,000 Spec Ded with \$65,000 ASD</b>					
Composite	\$	# <b>280</b>		\$	\$
Employee Only	\$ <b>45.16</b>	# <b>105</b>		\$ <b>4,741.80</b>	\$ <b>56,901.60</b>
Employee / Family	\$ <b>114.86</b>	# <b>175</b>		\$ <b>20,100.50</b>	\$ <b>241,206.00</b>
Total Individual Stop Loss				\$	\$
Total Stop Loss (Reinsurance Premium)				\$ <b>24,842.30</b>	\$ <b>298,107.60</b>
Plan Admin. Services Fee ( <b>Medical</b> )	\$ <b>13.25</b>	# <b>280</b>		\$ <b>3,710.00</b>	\$ <b>44,520</b>
ACA Fee	\$	#		\$	\$
COBRA Administration Fee	\$ <b>0.50 PPPM</b>	# <b>Varies</b>		\$ <b>Varies</b>	\$ <b>Varies</b>
Utilization Review Fee	\$ <b>4.00</b>	# <b>280</b>		\$ <b>1,120.00</b>	\$ <b>13,440</b>
Network PPO Fee (Medical)	\$ <b>14.20</b>	# <b>280</b>		\$ <b>3,976.00</b>	\$ <b>47,712</b>
Network PPO Fee (Prescription)					
Network PPO Fee (Vision)					
Broker Fee	\$ <b>N/A</b>	#		\$	\$
EAP ( <b>Deer Oaks – 6 Sessions</b> )	\$ <b>\$1.27</b>	# <b>280</b>		\$ <b>355.60</b>	\$ <b>4,267.20</b>
	Included in Med Admin				
Claims Processing Fee	\$ <b>Fee</b>	#		\$	\$
Generic Drug Carve-Out Fee (if applicable)	\$	#		\$	\$
Telemedicine Fee ( <b>HealthiestYou</b> )	\$ <b>0.99</b>	#		\$ <b>277.20</b>	\$ <b>3,326.40</b>
	Included in Network Fee				
Transplant Center/Network Fee	\$	#		\$	\$
	Included in Med Admin	6880 claims (annual average)			
Transaction Fee (Per Claim)	\$ <b>Fee</b>	#		\$	\$
<b>TOTAL ADMINISTRATION</b>	\$ <b>33.71</b>	# <b>280</b>		\$ <b>9,438.80</b>	\$ <b>113,265.60</b>
<b>TOTAL FIXED COSTS</b>				\$ <b>35,784.70</b>	\$ <b>429,416.40</b>
Expected Claims – EE	\$ <b>405.21</b>	# <b>105</b>		\$ <b>42,547.05</b>	\$ <b>510,564.60</b>
Expected Claims – <b>Family</b>	\$ <b>1084.65</b>	# <b>175</b>		\$ <b>189,813.75</b>	\$ <b>2,277,765.00</b>
<b>EXPECTED LIABILITY</b>				\$ <b>232,360.80</b>	\$ <b>2,788,329.60</b>
Attachment Point – EE	\$ <b>506.51</b>	# <b>105</b>		\$ <b>53,183.55</b>	\$ <b>638,202.60</b>
Attachment Point – <b>Family</b>	\$ <b>1355.81</b>	# <b>175</b>		\$ <b>237,266.75</b>	\$ <b>2,847,201.00</b>
<b>MAXIMUM LIABILITY</b>				\$ <b>290,450.30</b>	\$ <b>3,485,403.60</b>

## Stop Loss Qualifications:

Please reference each stop loss carriers contingencies included with the proposal.

Any Costs Not Included Above:

**Disease Management - \$1.50 PEPM**

**STOP LOSS & ADMINISTRATIVE SERVICES PROPOSAL FORM****Sl. Carrier: Arbor/ Fidelity Security LLC**

<b>ITEM</b>	<b>RATE EE/Mo</b>	<b>Number</b>	<b>MONTHLY</b>	<b>ANNUAL</b>
Aggregate Stop Loss – Premium Contract <b>12/15</b>	\$ <b>4.91</b>	# <b>280</b>	\$ <b>1374.80</b>	\$ <b>16497.60</b>
Specific Premium (Individual) (\$____) Contract <b>12/15 \$100,000 Spec Ded with \$65,000 ASD</b>				
Composite	\$	# <b>280</b>	\$	\$
Employee Only	\$ <b>55.18</b>	# <b>105</b>	\$ <b>5,793.90</b>	\$ <b>69,526.80</b>
Employee / <b>Family</b>	\$ <b>134.72</b>	# <b>175</b>	\$ <b>23,576.00</b>	\$ <b>282,912.00</b>
Total Individual Stop Loss			\$	\$
Total Stop Loss (Reinsurance Premium)			\$ <b>29,369.90</b>	\$ <b>352,438.80</b>
Plan Admin. Services Fee ( <b>Medical</b> )	\$ <b>13.25</b>	# <b>280</b>	\$ <b>3,710.00</b>	\$ <b>44,520</b>
ACA Fee	\$	#	\$	\$
COBRA Administration Fee	\$ <b>0.50 PPPM</b>	# <b>Varies</b>	\$ <b>Varies</b>	\$ <b>Varies</b>
Utilization Review Fee	\$ <b>4.00</b>	# <b>280</b>	\$ <b>1,120.00</b>	\$ <b>13,440</b>
Network PPO Fee (Medical)	\$ <b>14.20</b>	# <b>280</b>	\$ <b>3,976.00</b>	\$ <b>47,712</b>
Network PPO Fee (Prescription)				
Network PPO Fee (Vision)				
Broker Fee	\$ <b>N/A</b>	#	\$	\$
EAP ( <b>Deer Oaks – 6 Sessions</b> )	\$ <b>\$1.27</b>	# <b>280</b>	\$ <b>355.60</b>	\$ <b>4,267.20</b>
Included in Med Admin				
Claims Processing Fee	\$ <b>Fee</b>	#	\$	\$
Generic Drug Carve-Out Fee (if applicable)	\$	#	\$	\$
Telemedicine Fee ( <b>HealthiestYou</b> )	\$ <b>0.99</b>	#	\$ <b>277.20</b>	\$ <b>3,326.40</b>
Included in Network Fee				
Transplant Center/Network Fee	\$ <b>Network Fee</b>	#	\$	\$
Included in Med Admin				
Transaction Fee (Per Claim)	\$ <b>Fee</b>	# <b>6880 claims (annual average)</b>	\$	\$
<b>TOTAL ADMINISTRATION</b>	\$ <b>33.71</b>	# <b>280</b>	\$ <b>9,438.80</b>	\$ <b>113,265.60</b>
<b>TOTAL FIXED COSTS</b>			\$ <b>40,183.50</b>	\$ <b>482,202.00</b>
Expected Claims – EE	\$ <b>389.57</b>	# <b>105</b>	\$ <b>40,904.64</b>	\$ <b>490,855.68</b>
Expected Claims – <b>Family</b>	\$ <b>1067.01</b>	# <b>175</b>	\$ <b>186,726.40</b>	\$ <b>2,240,716.80</b>
<b>EXPECTED LIABILITY</b>			\$ <b>227,631.04</b>	\$ <b>2,731,572.48</b>
Attachment Point – EE	\$ <b>486.96</b>	# <b>105</b>	\$ <b>51,130.80</b>	\$ <b>613,569.60</b>
Attachment Point – <b>Family</b>	\$ <b>1333.76</b>	# <b>175</b>	\$ <b>233,408.00</b>	\$ <b>2,800,896.00</b>
<b>MAXIMUM LIABILITY</b>			\$ <b>284,538.80</b>	\$ <b>3,414,465.60</b>

**Stop Loss Qualifications:****Please reference each stop loss carriers contingencies included with the proposal.****Any Costs Not Included Above:****Disease Management - \$1.50 PEPM**

**STOP LOSS & ADMINISTRATIVE SERVICES PROPOSAL FORM**

<b>SL Carrier: RMTS/Gerber Life</b>		<b>RATE</b>		<b>Number</b>	<b>MONTHLY</b>	<b>ANNUAL</b>
<b>ITEM</b>		<b>EE/Mo</b>				
Aggregate Stop Loss – Premium Contract						
<b>12/15</b>		<b>\$ 5.37</b>	<b>#</b>	<b>280</b>	<b>\$ 1503.60</b>	<b>\$ 18043.20</b>
Specific Premium (Individual) (\$____) Contract						
<b>12/15 \$100,000 Spec Ded with \$0 ASD</b>						
Composite		\$	#	280	\$	\$
Employee Only		\$ 50.60	#	105	\$ 5,313	\$ 63,756
Employee / Family		\$ 134.81	#	175	\$ 23,591.75	\$ 283,101.00
Total Individual Stop Loss					\$	\$
Total Stop Loss (Reinsurance Premium)					\$ 28,904.75	\$ 346,857.00
Plan Admin. Services Fee (Medical)		\$ 13.25	#	280	\$ 3,710.00	\$ 44,520
ACA Fee		\$	#		\$	\$
COBRA Administration Fee		\$ 0.50 PPPM	#	Varies	\$ Varies	\$ Varies
Utilization Review Fee		\$ 4.00	#	280	\$ 1,120.00	\$ 13,440
Network PPO Fee (Medical)		\$ 14.20	#	280	\$ 3,976.00	\$ 47,712
Network PPO Fee (Prescription)						
Network PPO Fee (Vision)						
Broker Fee		\$ N/A	#		\$	\$
EAP (Deer Oaks – 6 Sessions)		\$ \$1.27	#	280	\$ 355.60	\$ 4,267.20
Included in Med Admin						
Claims Processing Fee		\$ Fee	#		\$	\$
Generic Drug Carve-Out Fee (if applicable)		\$	#		\$	\$
Telemedicine Fee (HealthiestYou)		\$ 0.99	#		\$ 277.20	\$ 3,326.40
Included in Network Fee						
Transplant Center/Network Fee		\$	#		\$	\$
Included in Med Admin						
Transaction Fee (Per Claim)		\$ Fee	#	6880 claims (annual average)	\$	\$
<b>TOTAL ADMINISTRATION</b>		<b>\$ 33.71</b>	<b>#</b>	<b>280</b>	<b>\$ 9,438.80</b>	<b>\$ 113,265.60</b>
<b>TOTAL FIXED COSTS</b>					<b>\$ 39,847.15</b>	<b>\$ 478,165.80</b>
Expected Claims – EE		\$ 405.21	#	105	\$ 42,546.00	\$ 510,552.00
Expected Claims – Family		\$ 1084.65	#	175	\$ 189,813.75	\$ 2,277,765.00
<b>EXPECTED LIABILITY</b>					<b>\$ 232,359.75</b>	<b>\$ 2,788,317.00</b>
Attachment Point – EE		\$ 506.51	#	105	\$ 53,183.55	\$ 638,202.60
Attachment Point – Family		\$ 1355.81	#	175	\$ 237,266.75	\$ 2,847,201.00
<b>MAXIMUM LIABILITY</b>					<b>\$ 290,450.30</b>	<b>\$ 3,485,403.60</b>

## Stop Loss Qualifications:

Please reference each stop loss carriers contingencies included with the proposal.

## Any Costs Not Included Above:

Disease Management - \$1.50 PEPM

**STOP LOSS & ADMINISTRATIVE SERVICES PROPOSAL FORM****SL Carrier: Arbor/ Fidelity Security LLC**

<b><u>ITEM</u></b>	<b><u>RATE</u></b> <b><u>EE/Mo</u></b>	<b><u>Number</u></b>	<b><u>MONTHLY</u></b>	<b><u>ANNUAL</u></b>
Aggregate Stop Loss – Premium Contract <b>12/15</b>	\$ <b>4.91</b>	# <b>280</b>	\$ <b>1374.80</b>	\$ <b>16497.60</b>
Specific Premium (Individual) (\$____) Contract <b>12/15 \$100,000 Spec Ded with \$0 ASD</b>				
Composite	\$	# 280	\$	\$
Employee Only	\$ <b>64.69</b>	# <b>105</b>	\$ <b>6,792.45</b>	\$ <b>81,509.40</b>
Employee / Family	\$ <b>159.98</b>	# <b>175</b>	\$ <b>27,996.50</b>	\$ <b>335,958.00</b>
Total Individual Stop Loss			\$	\$
Total Stop Loss (Reinsurance Premium)			\$ <b>34,788.95</b>	\$ <b>417,467.40</b>
Plan Admin. Services Fee (Medical)	\$ <b>13.25</b>	# <b>280</b>	\$ <b>3,710.00</b>	\$ <b>44,520</b>
ACA Fee	\$	#	\$	\$
COBRA Administration Fee	\$ <b>0.50 PPPM</b>	# <b>Varies</b>	\$ <b>Varies</b>	\$ <b>Varies</b>
Utilization Review Fee	\$ <b>4.00</b>	# <b>280</b>	\$ <b>1,120.00</b>	\$ <b>13,440</b>
Network PPO Fee (Medical)	\$ <b>14.20</b>	# <b>280</b>	\$ <b>3,976.00</b>	\$ <b>47,712</b>
Network PPO Fee (Prescription)				
Network PPO Fee (Vision)				
Broker Fee	\$ <b>N/A</b>	#	\$	\$
EAP (Deer Oaks – 6 Sessions)	\$ <b>\$1.27</b>	# <b>280</b>	\$ <b>355.60</b>	\$ <b>4,267.20</b>
	Included in Med Admin			
Claims Processing Fee	\$ <b>Fee</b>	#	\$	\$
Generic Drug Carve-Out Fee (if applicable)	\$	#	\$	\$
Telemedicine Fee (HealthiestYou)	\$ <b>0.99</b>	#	\$ <b>277.20</b>	\$ <b>3,326.40</b>
	Included in Network Fee			
Transplant Center/Network Fee	\$	#	\$	\$
	Included in Med Admin	6880 claims (annual average)		
Transaction Fee (Per Claim)	\$ <b>Fee</b>	#	\$	\$
<b>TOTAL ADMINISTRATION</b>	\$ <b>33.71</b>	# <b>280</b>	\$ <b>9,438.80</b>	\$ <b>113,265.60</b>
<b>TOTAL FIXED COSTS</b>			\$ <b>45,602.55</b>	\$ <b>547,230.60</b>
Expected Claims – EE	\$ <b>389.57</b>	# <b>105</b>	\$ <b>40,904.64</b>	\$ <b>490,855.68</b>
Expected Claims – Family	\$ <b>1,067.01</b>	# <b>175</b>	\$ <b>186,726.40</b>	\$ <b>2,240,716.80</b>
<b>EXPECTED LIABILITY</b>			\$ <b>227,631.04</b>	\$ <b>2,731,572.48</b>
Attachment Point – EE	\$ <b>486.96</b>	# <b>105</b>	\$ <b>51,130.80</b>	\$ <b>613,569.60</b>
Attachment Point – Family	\$ <b>1333.76</b>	# <b>175</b>	\$ <b>233,408.00</b>	\$ <b>2,800,896.00</b>
<b>MAXIMUM LIABILITY</b>			\$ <b>284,538.80</b>	\$ <b>3,414,465.60</b>

Stop Loss Qualifications:

**Please reference each stop loss carriers contingencies included with the proposal.**

Any Costs Not Included Above:

**Disease Management - \$1.50 PEPM**

# Cost Summary

City of Kingsville

10/1/2016

## Stop Loss Terms

### Carrier

Network  
Administration, Network and  
Broker fee

American Fidelity  
Assurance Company  
HCH/Christus Spohn  
\$34.13

### Specific

#### Deductible

\$75,000

#### Aggregating Specific Deductible

\$65,000

Lifetime maximum  
Contract  
Coverages

Unlimited  
12/15  
Medical, Rx Card

### Aggregate

Contract  
Coverages

12/12  
Medical Rx

Policy Year maximum  
Corridor

\$1,000,000  
125%

## Stop Loss Premium (Fixed)

### Enrollment

SINGLE  
FAM

105  
175

\$74.72  
\$180.16

### Annual Specific Premium

\$472,483

Aggregate composite

280

\$6.08

### Annual Aggregate Premium

\$20,429

### Total Annual Stop Loss Premium

\$492,912

### Additional Fixed Cost Admin Annual

\$114,676.80

## Aggregate Claim Liability

### Enrollment

SINGLE  
FAM

105  
175

\$509.59  
\$1,275.73

### Annual Aggregate Deductible

\$3,321,116

Annual Expected Claims

\$2,656,893

## Summary

Specific and Aggregate Stop Loss Premium

\$492,912

Additional Fixed Cost, Admin

\$114,677

Expected Claim Liability

\$2,656,893

Total Annual Expected Claim and Fixed Costs

\$3,264,482

## Total Annual Maximum Plan Cost

\$3,928,705

Administration and Broker Fee cost is composed of Cobra, Disease Management & Predictive Modeling, Medical Administration, and Utilization Management and External PBM.



# City of Kingsville

Effective: October 1, 2016

Carrier		Option 1 Gerber Life	Option 2 Gerber Life	Option 3 Gerber Life
<b>SPECIFIC</b>				
Deductible		\$75,000 w/ \$65,000	\$75,000 w/ \$65,000	\$75,000 w/ \$65,000
Contract		12/12	15/12	12/12
Coverage		Medical/Rx	Medical/Rx	Medical/Rx
<b>AGGREGATE</b>				
Contract		12/12	15/12	15/12
Coverage		Medical/Rx	Medical & Rx	Medical & Rx
<b>STOP-LOSS PREMIUM</b>				
Specific:	QTY			
Single	105	\$62.49	\$76.53	\$62.49
Family	175	\$163.46	\$201.54	\$163.46
Annual Specific Premium		\$422,003.40	\$519,661.80	\$422,003.40
<b>AGGREGATE PREMIUM</b>				
Annual Aggregate Premium	280	\$5.67	\$7.91	\$5.67
Total Annual Stop-loss Premium		\$19,051.20	\$26,577.60	\$19,051.20
<b>ADMINISTRATIVE COSTS</b>				
Medical Claims Processing Fee	280	\$20.95	\$20.95	\$20.95
PPO Network Access-Spohn	280	\$3.50	\$3.50	\$3.50
Teladoc Fee	280	\$2.95	\$2.95	\$2.95
COBRA Admin Fee	280	\$2.50	\$2.50	\$2.50
Utilization Review (IP/OP precert)	280	\$3.95	\$3.95	\$3.95
Annual Administrative Costs		\$113,736.00	\$113,736.00	\$113,736.00
<b>ANNUAL FIXED COSTS</b>		\$554,790.60	\$659,975.40	\$554,790.60
<b>AGGREGATE CLAIM LIABILITY</b>				
Single	105	\$393.85	\$465.69	\$465.69
Family	175	\$1,091.14	\$1,290.14	\$1,290.14
<b>MAXIMUM CLAIM LIABILITY</b>		\$2,787,645.00	\$3,296,063.40	\$3,296,063.40
Expected Claim Liability		\$2,230,116.00	\$2,636,850.72	\$2,636,850.72
<b>EXPECTED PLAN COSTS</b>		\$2,784,906.60	\$3,296,826.12	\$3,191,641.32
<b>MAXIMUM PLAN COSTS</b>		\$3,342,435.60	\$3,956,038.80	\$3,850,854.00
<b>Single Illustrative Premium</b>				
		\$495.86	\$583.98	\$567.70
<b>Family Illustrative Premium</b>				
		\$1,294.12	\$1,533.44	\$1,493.12

## Additional Fees:

One-Time Set Up Fee	\$3,000
Enrollment of New Hires	\$9.95
Medical Review (LCM)-when applicable	\$115 per hour
Healthcare Bluebook (if applicable)	\$2.50

Subrogation Recovery Services: 20%\*

\*Unless PPACA Gold Package is chosen

\*See attached Fee Sheet for Optional Fees



# **AGENDA ITEM #12**