

# *City of Kingsville, Texas*

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## **AGENDA CITY COMMISSION MONDAY, FEBRUARY 12, 2018 REGULAR MEETING**

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

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

#### **OPEN MEETING**

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

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

Regular Meeting – January 22, 2018

APPROVED BY:

  
Jesús A. Garza  
City Manager

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

1. NONE.

### **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, Utilities Billing Update; Police-Communications Update; Police & **Fire Department** – Grant Update, Police & Fire Reports; **Streets Update**; Public Works; Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, Emergency Management, Administration –Workshop Schedule, Interlocal Agreements, Public Information, Hotel Occupancy Report, Quiet Zone, SEP, Legislative Update, Proclamations, Health Plan Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project, Financial Advisor, Landfill Update, Wastewater Treatment Plant, Water And Wastewater Rate Study Presentation, Demolition Update, Golf Course Update. 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 City of Kingsville Code of Ordinance by amending Section 15-6-26-Home Occupations, revising Home Child Care Regulations. (Director of Planning & Development Services).
2. Motion to approve final passage of an ordinance amending the FY17-18 budget to accept and expend Park donations from local hoteliers for dog park. (City Manager).
3. Motion to approve final passage of an ordinance amending the Fiscal Year 2017-2018 Budget to accept and expend an Edward J Byrne Memorial Justice Assistance Grant for the purchase and installation of dispatch consoles at the Police Department. (Police Chief).
4. Motion to approve final passage of an ordinance amending the Fiscal Year 2017-2018 Budget to accept and expend an Office of the Governor Criminal Justice Division Body Armor Grant. (Police Chief).
5. Motion to approve final passage of an ordinance amending the Fiscal Year 2017-2018 Budget for additional engineering services for the Landfill. (Public Works Director).
6. Motion to approve final passage of an ordinance amending the FY17-18 Budget to accept and expend a Defense Economic Adjustment Assistance Grant (DEAAG) for land purchase near Naval Air Station-Kingsville to prevent encroachment. (Director of Planning & Development Services).
7. Motion to approve resolution authorizing participation in the 15<sup>th</sup> Annual Ride on the Wild Side Charity Bike Ride to be held on April 28, 2018 and authorizing the City Manager to execute an Indemnity Agreement with King Ranch for said event. (City Attorney).
8. Motion to approve re-appointment of Ramon Perez to the Joint Airport Zoning Board for a two year term. (Director of Planning & Development Services).

**REGULAR AGENDA**

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

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

9. Consider request for city participation in promotion of boxing event to be held at the JK Northway on February 17, 2018, to include marketing assistance and waiver of certain rental rates and fees. (Mayor Fugate).

10. Consider a resolution authorizing the City Manager to enter into the 2018 Election Services Agreement between the City of Kingsville and Kleberg County Clerk. (City Secretary).
11. Consider awarding RFQ#18-08 for Administration Services for the 2016 GLO CDBG Disaster Recovery Grant to Grantworks as per staff recommendation and authorizing staff to negotiate a contract. (Purchasing Manager).
12. Consider awarding RFQ#18-07 for Engineering Services for the 2016 GLO CDBG Disaster Recovery Grant to LNV Engineering, Inc. as per staff recommendation and authorizing staff to negotiate a contract. (Purchasing Manager).
13. Consider awarding contract to Greenscape Six for the resurfacing of greens, sprigging, and bunker renovations at the L.E. Ramey Golf Course via Buyboard, as per staff recommendation. (Purchasing Manager).
14. Consider a resolution approving an application and agreement for the Historic District Façade Grant Program from Adelmo & Yolanda Luera for Al's Hair Design for property located at 321 E. Kleberg Avenue, Kingsville, Texas. (Downtown Manager).
15. Consider resolution approving the Agreement for the Defense Economic Adjustment Assistance Grant between the City of Kingsville and the Office of the Governor, Texas Military Preparedness Commission, authorizing the City Manager to execute such agreement. (Director of Planning & Development Services).
16. Consider a resolution authorizing the City to start the process for the acquisition of land for encroachment prevention near the base pursuant to an application approved by the state Defense Economic Adjustment Assistance Grant Program. (Director of Planning & Development Services).
17. Consider a resolution authorizing the City Manager to execute an Unlimited Managed Services Contract with Barcom Technology Solutions. (Purchasing Manager).
18. Consider a resolution adopting the FEMA approved Kleberg and Kenedy Counties and City of Kingsville, Texas Multi-Jurisdiction Hazard Mitigation Plan. (Fire Chief).
19. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances Chapter VII, Article 8, Section 3-Traffic Control Devices, providing for the authority to replace yield signs with stop signs on Kenedy Avenue at 20<sup>th</sup> St. and on Lott Avenue at 20<sup>th</sup> St. (City Engineer).
20. Consider a resolution authorizing the City to submit an application to the Office of the Governor for a Homeland Security Grant for the purpose of requesting grant funding on behalf of the City for equipment for law enforcement purposes for the Kingsville Police Department with no anticipated cash match. (Police Chief).
21. Consider acceptance of donation of a drafting table for the Engineering Department. (City Engineer).
22. Presentation and discussion on employee health plan and options. (City Manager).
23. Consider action on employee health plan options. (City Manager).
24. Executive Session: Pursuant to Section 551.072, Texas Government Code, Deliberations regarding Real Property Exception, the City Commission shall convene in Executive Session to discuss the purchase, exchange, lease, or value of real property as deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third party. (City Manager).

25. Consider a resolution authorizing the sale of the City's 11.013 acres of land located off of US Hwy 77 Business/Loop 428 at KT&I Co., Block 18, Lot Pt 9, 10 in Kingsville, Texas. (City Manager).

## VII. Adjournment.

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

### NOTICE

This City of Kingsville and Community Room are wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at 361/595-8002 or FAX 361/595-8024 or E-Mail [mvalenzuela@cityofkingsville.com](mailto:mvalenzuela@cityofkingsville.com) for further information. Braille Is Not Available. The City Commission reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, Section 551-071 (Consultation with Attorney), 551-072 (Deliberations about Real Property), 551-073 (Deliberations about Gifts and Donations), 551-074 (Personnel Matters), 551-076 (Deliberations about Security Devices), 551-086 (Certain Public Power Utilities: Competitive Matters), and 551-087 (Economic Development).

I, the undersigned authority, do hereby certify that the Notice of Meeting was posted on the bulletin board located at the City of Kingsville City Hall, 400 West King Avenue, Kingsville, Texas, which is a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time:

February 8, 2018 at 10:00 A.M. and remained so posted continuously for at least 72 hours proceeding the schedule time of said meeting.

  
Mary Valenzuela, TRMC, EMC, 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)**

**JANUARY 22, 2018**

**A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, JANUARY 22, 2018 IN THE HELEN KLEBERG GROVES COMMUNITY ROOM 400 WEST KING AVENUE, KINGSVILLE, TEXAS AT 6:00 P.M.**

**CITY COMMISSION PRESENT:**

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

**CITY STAFF PRESENT:**

Jesús Garza, City Manager  
Mary Valenzuela, City Secretary  
Kyle Benson, IT Manager  
Courtney Alvarez, City Attorney  
Tom Ginter, Director of Planning & Development Services  
Emilio Garcia, Health Director  
Derek Williams, Systems Specialist  
Bill Donnell, Public Works Director  
Deborah Balli, Finance Director  
Diana Gonzales, Human Resources Director  
Leo Alarcon, Tourism Director  
David Solis, Risk Manager  
Ricardo Torres, Chief of Police  
Israel Vasquez, Maintenance Manager  
Sharam Santillan, Capital Improvements Manager  
Richard Flores, Golf Course Manager  
Susan Ivy, Parks Manager  
Jennifer Bernal, Community Appearance Supervisor  
Adrian Garcia, Fire Chief  
Pete Pina, Landfill Supervisor

**I. Preliminary Proceedings.**

**OPEN MEETING**

Mayor Fugate opened the meeting at 6:00 P.M. all four 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 - December 11, 2017**

**Motion made by Commissioner Lopez to approve the minutes of December 11, 2017 as presented, seconded by Commissioner Garcia. The motion was passed and approved by the following vote: Lopez, Pecos, Garcia, Fugate voting “FOR”.**

**Special Meeting - December 18, 2017**

**Motion made by Commissioner Lopez to approve the minutes of December 18, 2017 as presented, seconded by Commissioner Garcia. The motion was passed and approved by the following vote: Garcia, Lopez, Fugate voting “FOR”. Pecos “ABSTAINED”.**

## Regular Meeting – January 8, 2018

Motion made by Commissioner Lopez to approve the minutes of January 8, 2018 as presented, seconded by Commissioner Pecos. The motion was passed and approved by the following vote: Garcia, Lopez, Pecos 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 Permit for the establishment known as Green Jay Bar and Grill located at 200 E. Yoakum, Kingsville, Texas. (Director of Planning and Development Services).**

Mayor Pro-tem Lopez announced this public hearing at 6:04 P.M. Mayor Fugate recused himself from this item.

Mr. Tom Ginter, Director of Planning and Development Services reported that this establishment is already in place. The owners of the restaurant are making a change to their alcohol license, removing mixed beverage sale and making it only beer & wine. Due to the change, according to TABC, the establishment would need to go through the process in which it had done when it first opened. The Engineering Department did the measurement of 1,000 feet from the front door of the establishment, and within the 1,000 feet, a church was within the area, therefore requiring an alcohol variance. Letters were sent out to residence/businesses within 300 feet notifying them of the change, no calls were received from those that received the notification.

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

Mr. Ken Clark, 200 E. Yoakum, commented that his establishment is only downgrading the license from the sale Mixed Beverages to only the sale of Beer & Wine. He further commented that the City of Kingsville has this ordinance that goes a step further than what the Texas Alcohol and Beverage Code require. He also stated that when he first opened his establishment, there was no church within the 1,000 feet and therefore feels that his business should be grandfathered in. Clark asked for staff to look into possibly amending the alcohol ordinance as well as putting an ordinance in place not allowing church's in the downtown area.

There being no further comments made, Mayor Pro-tem Lopez closed this public hearing at 6:10 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, Utilities Billing Update; Police-Communications Update; Police & Fire Department – Grant Update, Police & Fire Reports; **Streets Update**; Public Works; Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, Emergency Management, Administration –Workshop Schedule, Interlocal Agreements, Public Information, Hotel Occupancy Report, Quiet Zone, SEP, Legislative Update, Proclamations, Health Plan Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project, Financial Advisor, **Landfill Update**, Wastewater*

*Treatment Plant, Water And Wastewater Rate Study Presentation, **Demolition Update, Golf Course Update**, . No formal action can be taken on these items at this time."*

Mayor Fugate read and presented a proclamation to students of St. Gertrude Catholic School for Catholic School Week.

Mr. Bill Donnell, Public Works Director gave an update on the Streets. He stated that the past couple of weeks haven't been very favorable for the street construction. Staff was able to get two blocks done on Lott Street minus the intersection, as they had some issues with the base work. The crew also removed the Christmas ornaments downtown. Staff is now working on patching work and mowing over by the bypass, as requested by the Commission. Staff has also assisted at the JK Northway and getting it ready for the Livestock Show. This week staff has started work on Huisache between 5<sup>th</sup> and 3<sup>rd</sup> street, by ripping it out. Donnell stated that once they begin with the hot mix in this section, they will also address the intersection on Lott Street.

Mayor Fugate thanked Mr. Donnell and the Street Department for their hard work.

Mr. Garza commented that the Santa Gertrudis street project, this project for the most part is completed. The only remaining aspect of the project is the striping. There is an item on the consent agenda tonight, for another change order to do more striping. Garza further commented that previously staff had done a change order to do the turnouts which have gone a bit into the crossing streets. What staff forgot to do at the time was also is contemplate for the increase striping that it would come with, such as the additional crosswalks at all the intersections. Garza stated that staff does anticipate doing this this week, and once done, it would close out this project.

Commissioner Pecos asked for the total cost of this particular project. Mr. Santillan responded that the cost was \$760,000.00.

Mr. Donnell gave an update on the Landfill. He stated that staff had to go to TCEQ to discuss some drainage issue on the southside. In 1991 or thereabout, the city received approval from TCEQ to place the liner closer than design standard to the property line with a special variance. Hanson Engineering went to the TCEQ archives in Austin and found documentation granting approval for the liner location and installation. Donnell stated that what this had done, with the conveyance of water during the permit amendment, staff had to convey it overlying trash. He further stated that Hanson Engineering is working to submit the drainage design by the end of this week. If TCEQ responds favorably to the proposed drainage solution, Hanson Engineering will then incorporate the overall drainage plan and calculations into the permit amendment and should submit the complete permit amendment approximately two months after notification from TCEQ approving the drainage design. Staff is hoping to have this done by May 2018.

Mr. Garza commented that the permit that the city is pursuing with TCEQ would allow us to go higher and be able to fill-in the voids that currently exist. By filling in the voids which exist and going higher, would produce a higher volume of run-off. Garza further stated that the current situation that is there now, is not compatible and not adequate enough to accommodate the increase runoff that the new larger hill would produce.

Mr. Richard Flores, Golf Manager gave an update on the Golf Course. Flores commented that the Golf Course is into day 49 of the irrigation installation. Due to weather conditions, the contractors are running a little behind on the project. The plan was to be finished by the end of January 2018, but now it looks like it will be completed in February. Flores

further commented that nothing is growing at the Golf Course as they are not in the growing season. Some landscaping will be done to the entrance of the Golf Course, such as some planting of some botanicals and doing some xeriscaping that won't require too much work in the future. Flores stated that his staff is preparing for future projects and will keep the Commission informed of these projects.

Mayor Fugate asked how often does one redo greens at a regular Golf Course. Mr. Flores responded that they get done every 25 years, but really depends on the grass, but in some cases they could last for 30 years. Mayor Fugate asked when the Golf Course was built. Mr. Flores commented that the Golf Course was built in 1973 and opened for business in 1974.

Mr. Tom Ginter gave an update on demolitions. Mr. Ginter commented that staff has completed seven (7) demolitions since November 2017. Staff has scheduled two (2) for this week and two (2) more for the second week in February 2018. Ginter further commented that 702 W. Henrietta, it needs to have another inspection done, as per ordinance. As per the ordinance, it needs to be done by a building official, as the Commission is aware, the department is in recruitment for that position. Ginter stated that what he is planning on doing is contracting with a third party to conduct that inspection. An interview has taken place with the third party and staff is hoping to enter into an agreement with that individual.

Mayor Fugate made some comments that were not picked up on the audio.

Mrs. Courtney Alvarez, City Attorney reported that the next scheduled Commission meeting is Monday, February 12<sup>th</sup> with a deadline to submit agenda items on January 31<sup>st</sup>. She further stated that after attending a TCAP meeting in Austin, she was reelected for another two year term as Vice-President.

Commissioner Lopez stated that she had asked for an update on private ambulances.

Chief Garcia stated that they have hired their part-time customer service representative on January 8<sup>th</sup>. He is hopeful to get this off and running in February as he is aware that this is taking longer than expected, he has reached out to the Department of State Health Services as well as to the individual ambulance services and they have provided their inspections and they have met the Department of State Health Services annual inspection. Garcia further stated that this is to make sure that they are not operating within the city and not inspected. He stated that once the programs begins, it will add an additional inspection by the city to ensure that they are meeting all the minimum requirements that the city requires.

Commissioner Lopez asked if the private ambulances were not abiding by the City ordinance due to staff not doing the inspections?

Chief Garcia commented that working with the Planning Department, this particular program had fell off the plate three years ago. There is no records of any inspections happening for the past three years, that staff could locate. Garcia stated that what staff is trying to do is build a robust program to keep this from happening again.

Commissioner Lopez commented that the Fire Department has the same employees that were there more than three years ago that did it. Lopez further commented that her concern is that the City is allowing these ambulances to operate in the City of Kingsville, collecting money from our residents, and we don't know what they have. She also stated

that it doesn't matter what TDH has inspected, but if the city doesn't inspect then we don't know what they are carrying in there. She stated that just last week, she saw two ambulances running a Code 3 going down Ailsie, and they were not city ambulances, and this is her concern. Our citizens are being treated in these ambulances, where the city has an ordinance that states that the city is to inspect these private ambulances to make sure that they their employees have the correct certifications and correct equipment. Lopez stated that she brought this up back in July to the City Manager and nothing has been done. Lopez further stated that staff is dragging their feet on it and all staff has to do is go by the ordinance. She stated that a Customer Service Rep has nothing to do with this cause you really need Fire personnel to do these inspections, which they know exactly what to do, as the Fire Department has staff that has been there for a long time and know what to do. Lopez again stated that her concern is the citizens of this city.

Mayor Fugate asked Chief Garcia if he has received any complaints from citizens regarding poor treatment from any of the private ambulance services.

Chief Garcia responded that he has not received any complaints.

Commissioner Lopez commented that she has received complaints.

Chief Garcia commented that he agrees with Commission Lopez's comment regarding the inspection of these ambulance, but the reason for staff taking their time is to make sure is to keep this from happening again. Garcia stated that staff is involving software and the sole source of the Customer Service Rep is to maintain contact with these businesses, setup inspections and make sure that it doesn't fall off the plate. Garcia further commented that yes, the inspectors are there, which is perfectly fine, but the problem is not there, the problem is keeping up an annual inspection. If there is no process in place, to remind staff that they need to go out and inspect these ambulance services, then eventually it will go undone again, as to what we are seeing now. Garcia stated that he did some research cause he wanted to make sure that this is something that just fell off recently, but no, this is something that fell off the plate about three years ago, before his time. Therefore, he wants to setup a robust program that no matter who's in place, that there will be somebody that will become their sole purpose. This will schedule the inspectors to go out and inspect, but we have someone watching and communicating with these businesses and make sure that they come in every year to re-register, pay their fees, and make sure they are meeting all the requirements.

Commissioner Lopez commented that you don't schedule inspections, they need to be done randomly, because if you schedule them;

Chief Garcia commented that you schedule inspections and also do random inspections, but initially you have to schedule them as staff would need to obtain the information.

Commissioner Lopez continued with her comment stating that she has had some complaints from citizens about services which she has made the City Manager aware of.

Chief Garcia commented that those complaints be forwarded to his office so that he may speak with them and ensure them that staff is doing everything they can to get a robust program in place so that we can ensure that our citizens are protected, which it is his goal.

Commissioner Lopez commented that this is her concern, as they are running their services in our city and the city doesn't even know what kind of services they are providing.

Chief Garcia commented that he agrees with Commissioner Lopez's comments and he promises that staff will do everything that they can to ensure the safety of the citizens.

Commissioner Lopez again commented that her concern is the citizens and to make sure that they receive the same services as provided by the Kingsville Fire Department.

Chief Garcia commented that this is his goal as well and he is only trying to put in place a robust program that will keep this well into the future.

Commissioner Garcia commented that two to three years ago, the city got a taxi service, and the city was to calibrate their meters at that time and asked if the city has calibrated the meters since.

Chief Torres commented that the Kingsville Police Department calibrates their meters annually. Torres stated that they have a section of roadway that is out in the county where they calibrate the devices that are installed in the vehicles. Torres state that they have not done so this year, but will contact them so that this can be done. Torres stated that this is done every January when they come in to get their new Taxi Cab drivers license as well.

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

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

Mr. John Temple, 519 S. 19<sup>th</sup> Street commented that he has been in Kingsville for 30 years and have resided at the above address for 24 years. He would like to speak about the skatepark that was put in place at the Brookshire Pool. He commented that he is not against the skatepark but he does think that there are some things that need to mentioned about it. He stated that since this skatepark has been built, there has been an increase of trash floating around the area. He also is concern about kids being out at the skate park at 2:00 a.m. He stated that his neighbor had his Christmas decoration stolen at 2:00 a.m., which the neighbor has on his security camera which was turned into the Police Department. Temple also stated that the light to the skatepark remains on 24/7. He stated that no matter what rules were posted regarding the skate park, so long as the light remains on, kids will go out there and play, no matter what time of day or night it may be. This is an issue especially on the weekends.

With time being up, Mayor Fugate asked the Commission if anyone had any objections with extending more time for Mr. Temple to finish his comments. No objections were made by the Commission.

Mr. Temple continues by commenting that the black fence that was put in place around the pool area should have been extended around the skatepark. He stated that the Dick Kleberg Park is locked and doesn't see the problem in locking down the skatepark after hours. Temple stated that a few days ago, there was some type of disturbance at the skatepark where police had to get involved. He stated that he had heard that the older kids are extorting money from the younger kids and wouldn't allow the younger kids play on the skatepark. He stated that he stills teaches and about a week or two ago, he decided to take a day off to take care of some personal things when he noticed about thirty school age kids at the skatepark during the day, when they should have been in school. He feels that the Kingsville Police Department need to drive around the parks during the day to make sure no kids are in violation of the daytime curfew. He feels that the police should have gone out there, when the thirty kids were there and handed each one of the them daytime curfew citations. Temple commented that he doesn't recall any input on the placement of the skatepark in this area. He stated that the skatepark wouldn't have been better if it was placed at Dick Kleberg Park as they already had a

start of one out there which could be regulated. He further stated that he doesn't recall ever seeing that there would be a public meeting on the placement of the skatepark. Temple once again stated that he is not against the skatepark.

Mrs. Patti Sunday, a new resident to Kingsville and would like to introduce herself to the Commission. Sunday commented that about two years ago, she and her husband started thinking about moving to Kingsville. The first person she met is Kyle Benson while visiting the Chamber of Commerce when her husband was having his interviews with TAMUK. She asked the individual at the Chamber if there was anyone that knew about marketing or promotion that she could speak to about, and this is when Kyle came in and introduced himself. She further commented on how beautiful City Hall was. She stated that her and her husband live near NAS. She runs near her home and wanted to thank whoever mows that area as there was a time in October when she ran and came across smooshed rattlesnakes and so when it got mowed, it gave her some space to get off the road while she jogged. She thanked the Commission for the Golf Course. She met with TAMUK last week and went through their native seeds program for non-profit pro-bono that she is working for from the Valley. She stated that her daughter takes golf lessons with Judge Carrillo's daughter which has been a part in her to make friends. She further stated that she would like to thank the person that says that they are contracting and outsourcing, which she just sent her clients an article on how outsourcing is the future of scaling out your business. Sunday further asked about the liquor permit that is listed on tonight's agenda. She stated that she has two clients that are tentatively interested in having a bike race in Kingsville, as part of Baffin Bay, and part of that would involve having adult beverages at night in a pedestrian way. She also stated that one of her clients is a faith based client, therefore she is always for churches. She commented that she visited with a vendor during the Ranch Hand Festival and came across a rosary with the Dallas Cowboys emblem on it. She then asked the vendor for the story on why placing that symbol on there. She stated that the vendor told her that they were made at the time that Tony Romo was hurt, she thought that this was a loyalty of faith and the sports team.

V.

### **Consent Agenda**

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

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

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

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

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

**1. Motion to approve final passage of an ordinance amending the Fiscal Year 2017-2018 budget for critical repairs to Fire Department truck aerial apparatus tower 1. (Fire Chief).**

**2. Motion to approve change order #3 for Santa Gertrudis Street Improvement Project to re-stripe stop bars and crosswalks on intersecting streets in amount of \$6,880.00. (Capital Projects Manager).**

## **REGULAR AGENDA**

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

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

**3. Consider appointment of Denise Zimmerman to the Main Street Advisory Board for a two-year term. (Director of Planning & Development Services).**

Motion made by Commissioner Garcia to approve the appointment of Denise Zimmerman to the Main Street Advisory Board for a two-year term, seconded by Commissioner Lopez and Commissioner Pecos. The motion was passed and approved by the following vote: Garcia, Lopez, Pecos, Fugate voting "FOR".

**4. Consider an alcohol variance for a Wine and Beer Retailer's Permit for the establishment known as Green Jay Bar and Grill located at 200 E. Yoakum, Kingsville, Texas. (Director of Planning and Development Services).**

Motion made by Commissioner Pecos to approve the alcohol variance for a Wine and Beer Retailer's Permit for the establishment known as Green Jay Bar and Grill located at 200 E. Yoakum, Kingsville, Texas, seconded by Commissioner Garcia. The motion was passed and approved by the following vote: Lopez, Pecos, Garcia voting "FOR". Fugate "ABSTAINED".

**5. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinance by amending Section 15-6-26-Home Occupations, revising Home Child Care Regulations. (Director of Planning & Development Services).**

Mr. Ginter reported that Alejandra Montiel, a local day care director has asked the Planning & Zoning Commission to change the allowable level of children that can be cared for to the state law. Currently the ordinance caps the number at 6. State law allows up to 12 (depending on ages) for a home occupation. Ginter stated that the Planning & Zoning Commission met on January 18, 2018 to consider the item and voted 4 to 0 in favor of the recommending approval of the amended ordinance.

Mayor Fugate asked why the City is different from what the State Law allows.

Mrs. Courtney Alvarez, City Attorney stated that when the item was first brought up to her attention, she did some research through some old City of Kingsville Code Ordinance Books which goes back several decades, so it's possible that when the initial ordinance was put in place which back in the 1980's, it could be possible that the State regulations at that time only allowed six (6). Alvarez further stated that there is a difference now, which she is not sure as she didn't look at the State regulations that far, under the State Home Occupations for childcare, they have one set for regulated home childcare and a different regulation for license childcare. This would depend in which category of home childcare you fall under, so staff worked on some language that would mirror the State regulations with regards to the allowance for the maximum number of children at a home daycare that would fit whether the individual had a regulated or licensed home childcare facility with the State. Alvarez also stated that they would still to fall under the State regulations and there is a special matrix that looks at the age of the children in a regulated facility verses a licensed facility which is what will dictate the maximum number of children. Alvarez further stated that as this particular ordinance relates to childcare, it hadn't been looked at or addresses for several decades, the State

laws may have changed and outpaced the ordinance and what it originally allowed for. This will bring it into compliance, but they would always follow the State law.

Mayor Fugate asked for staff to summarize what the advantages are.

Mr. Ginter stated that the advantages are that it allows home occupation daycare such as Alejandra to have more children. In her presentation to the Planning & Zoning Commission, there is a need and desire for affordable and quality daycare in this community and he believes that Alejandra can do this for the community. Ginter stated that the applicant has a degree and has been in the business for some time now. She gave an excellent presentation to the Planning & Zoning Commission on her skills and abilities and also provided letters from perspective clients that will bring their children to her, if she can have more than six (6). The applicant has a waiting list of children at this time.

Mayor Fugate asked about notices and who would need to be notified about this change.

Mr. Ginter responded that notices were sent out to those within 200ft of the proposed area. Staff did not receive any complaints from those that were noticed.

Commissioner Garcia asked if this particular business would be in a neighborhood and asked about parking? Mr. Ginter responded yes.

Commissioner Pecos commented that they wouldn't really need parking, as they would only be dropping off and picking up the children during certain hours of the day.

Commissioner Garcia further commented that it's like the situation at school, such increased traffic in the area.

Mr. Ginter stated that this discussion occurred during the Planning & Zoning meeting and the applicant is aware of the parking, but they do drop off and pickup kids.

Commissioner Garcia further asked if staff was intending on installing some type of signage, both sides of the street, stating for traffic to slow down. Mr. Ginter responded that staff has no plans on installing signage.

Alejandra Montiel, 1900 Shelly, has been a Kingsville resident for over 20 years. Being that her residency is located behind the High School and Perez Elementary School, her area already deals with heavy traffic. The area already reduced speed limits as well as school zones. She stated that her clients take no longer than two minutes to drop off and pickup their children. All her clients have different work schedules, so they all drop off and pickup at different times. She stated that she leaves in a corner home with a three car driveway, which is used by her clients to park as well as the side and front of the home, when driveway is not available. She only has one neighbor as she resides on the corner house. This neighbor is aware of the type of business she runs and is also listed as her emergency preparedness. She stated that by being licensed, she has to follow the minimum standards required and she also gets random inspections. She stated that everything is up-to-date and has received zero (0) citations since she's been in the business for four (4) years. Montiel stated that she did work commercially for three years where she was the Executive Director of her own daycare business where she had 89 children. She stated that in the end, this was not the way to go if you want to see some profit. She decided that going small as this, is better for her and her family and the community.

Introduction item.

**6. Consider accepting donations totaling \$7,000 from Kingsville hoteliers and business owners to assist with construction of a dog park. (City Manager).**

Mr. Garza stated that the Commission recently accepted a donation of \$25,000 for the dog park. Since that time, local hoteliers that are directly involved with that foundation, have come forward and individually, through their own businesses, have donated an additional amount in the total of \$7,000. Donations were received from the following hotels: Comfort Inn Kingsville, \$500; Americas Best Value Inn, \$500; Best Western Kingsville Inn, \$500; Budget Inn, \$500; Econo Lodge, \$1,000; Executive Inn, \$500; La Quinta Inn, \$500; Rita's Super Store, \$500; Riviera Inn and Suites, \$500; Super 8 Motel, \$1,000; and Holiday Inn, \$1,000.

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

**7. Consider introduction of an ordinance amending the FY17-18 budget to accept and expend Park donations from local hoteliers for dog park. (City Manager).**

Introduction item.

**8. Consider resolution ordering the City of Kingsville General Election, designating voting precincts, polling places establishing election procedures and appointing Early Voting Clerk. (City Secretary). (CONSIDERE UNA RESOLUCIÓN QUE ORDENA LAS ELECCIONES GENERALES DE LA CIUDAD DE KINGSVILLE, DESIGNA LOS DISTRITOS ELECTORALES Y LOS SITIOS DE VOTACIÓN, ESTABLECE LOS PROCEDIMIENTOS DE LAS ELECCIONES Y NOMBRA A LA SECRETARIA ENCARGADA DE LA VOTACIÓN ANTICIPADA). (SECRETARIA MUNICIPAL).**

**Motion made by Commissioner Lopez to approve the resolution ordering the City of Kingsville General Election, designating voting precincts, polling places establishing election procedures and appointing Early Voting Clerk, seconded by Commissioner Pecos. The motion was passed and approved by the following vote: Garcia, Lopez, Pecos, Fugate voting "FOR".**

**9. Consider a resolution authorizing the City to submit an application to the Texas Parks and Wildlife Department's Texas Recreational Trails Fund-Grant Program for the purpose of requesting funding for recreational trails at Dick Kleberg Park for the Kingsville Parks Department with an anticipated \$50,000 cash match, authorizing the City Manager to submit the grant and the City Parks Manager as the grant official to act on the City's behalf with such grant program. (Parks Manager).**

Mrs. Susan Ivy, Parks Manager stated that this resolution authorizes the submission of a Texas Parks & Wildlife Department grant application. It authorizes the City Manager to act as the executive officer and Parks Manager as authorized representatives in all matters pertaining to the participation in the grant program. The application will be for up to \$250,000 of grants funds to carry out the creation of a public-use trail at Dick Kleberg Park, which is one of the most requested at the park. If awarded, the City must initiate the approved project with our its own funds and be reimbursed up to 80% of allowable costs after submitting documentation of expenses. The City would be responsible for a match amount of 20% of the total award, which equals \$50,000.

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

**10. Consider a resolution authorizing the City to submit an application to the FEMA Assistance to Firefighters Grant requesting grant funding for a fire vehicle and for a respirator fit testing system on behalf of the Kingsville Fire Department with an anticipated \$82,000 cash match. (Fire Chief).**

Mr. Adrian Garcia, Fire Chief stated that the Fire Department is requesting approval to apply for an Assistance to Firefighters Grant, which if awarded will assist in replacing the department's 17 year old fire engine and enhance their SCBA Program by adding an SCBA Respirator Fit Testing System. This grant was applied for last year, but was denied. The grant request is for \$820,000 with the City responsible for a cost share of \$82,000 when the grant is awarded and fulfilled. The engine will be replaced with a Rescue Pumper, which will increase the department's chances of being awarded the grant and improve their current response model. Garcia stated that they are also asking to add an SCBA Respirator Fit Testing System on enhance their in-house SCBA Program, by allowing required equipment testing to take place in-house instead of contracting an outside company. If awarded the grant, it will cover \$738,000 with a cost share portion of \$82,000, covered by the City.

**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, Lopez, Fugate voting "FOR".**

**11. Consider introduction of an ordinance amending the Fiscal Year 2017-2018 Budget to accept and expend an Edward J Byrne Memorial Justice Assistance Grant for the purchase and installation of dispatch consoles at the Police Department. (Police Chief).**

Mr. Ricardo Torres, Police Chief stated that the Police Department had previously applied for a JAG Grant which they were awarded two T-Series Dispatch Consoles for the Telecommunicators dispatching for Police and Fire. In order to install the dispatch consoles properly the floor plan of the Communication section will have to be changed. The reconfiguration of the area will allow for installation of the two awarded dispatch consoles and additional consoles in the future. Staff requested written quotes from three vendors and received two responses back. Gravely's Construction was the lowest of the two quotes received for an amount of \$18,000. These funds will come from the unreserved fund balance.

Introduction item.

**12. Consider introduction of an ordinance amending the Fiscal Year 2017-2018 Budget to accept and expend an Office of the Governor Criminal Justice Division Body Armor Grant. (Police Chief).**

Chief Torres stated that the department is in receipt of a Statement of Grant Award from the State of Texas to equip their law enforcement officers with rifle-resistant body armor. The cost to outfit 54 City of Kingsville Police Officers at a cost of \$795.00 for a total award of \$42,930 with no cash match.

Introduction item.

**13. Consider introduction of an ordinance amending the Fiscal Year 2017-2018 Budget for additional engineering services for the Landfill. (Public Works Director).**

Mr. Bill Donnell, Public Works Director stated one of the last issues being addressed with TCEQ before the permit amendment is submitted is the conveyance of storm water over the existing liner at the south end of Sector 1. In 1991 or thereabout, the city received approval from TCEQ to place the liner closer than design standard to the property line. Naismith/Hanson Engineering went to the TCEQ archives in Austin and found documentation granting approval for the liner location and installation. A meeting took place with TCEQ in Austin where Naismith/Hanson Engineering presented a conceptual design to convey storm water in a lined trench over the existing trash liner that is favorable to the city and was tentatively approved by TCEQ to proceed with design and submit with the permit amendment. This budget amendment will reallocate funding of \$40,000 from the general fund balance.

Introduction item.

**14. Consider introduction of an ordinance amending the FY17-18 Budget to accept and expend a Defense Economic Adjustment Assistance Grant (DEAAG) for land purchase near Naval Air Station-Kingsville to prevent encroachment. (Director of Planning & Development Services).**

Mr. Tom Ginter, Director of Planning & Development Services stated that he has applied and was awarded a grant through the Texas Military Preparedness Commission. In this application it was to acquire property to prevent encroachment. Staff is looking at three properties to encroach and acquire and to eliminate a water hazard. Ginter further stated that this grant commences March 1<sup>st</sup> and end August, 2019.

Introduction item.

**15. Presentation and discussion on the reallocation of CO 2016 Fund moneys for different CO projects. (City Manager).**

Mr. Garza stated that when the City received the CO 2016 Series in Spring of 2016, there was an original list of projects that staff recommended being funded. Since that time, there has been some adjustments to that project list. Some projects have been removed from the list and some have been added to the list. When staff first received the CO 2016 Series, there was \$260,000 that was allocated towards the Golf Course and for the Parks there was \$2.25 million dollars allocated for the Golf Course in Spring of 2016. Over the last eighteen months there has been a policy direction from the City Commission to continue to invest in the Golf Course, which has been done, but has resulted in the elimination of projects elsewhere. Garza further stated that after this reallocation for the Golf Course, it would be from \$260,000, which the case in Spring 2016, to \$773,000, after the allocation that will go towards the green improvements. As it relates to the Parks, the original amount was \$2.25 million dollars and will go down to \$1.8 million dollars for the Parks. Garza further stated that the City has about 1.2 million dollars which is tied up with some projects that were recently approved, such as the Kiddie Pool and Splash Pad. Garza also mentioned that there is \$225,000 for the greens improvement at the Golf Course, which is a high estimate that was done purposely, but hoping that the number comes in less than that. Garza stated that what is left for the Parks is \$150,000 for the Green Space, to be located next door to City Hall; \$90,000 for the Dog Park and parking lot, staff is not anticipating spending all this money as the city has received some donations for some of these projects. Garza continued to state that there has been \$150,000 that was approved for the Kiddie Pool

and \$150,000 for the Splash Pad as well. There is also \$20,000 for Parks pool renovation, which was intended to try and get started with reconfiguring some of the entrances to the existing bathrooms. There is also recreation hall improvements, such as remodeling the bathrooms, fixing the window issues that exist at the recreation hall, also to be included is some technology such as projectors, screens and also a new stage. There has been some minor work to the exterior of the building as well as renovation to the office part, which has been completed already. Garza further stated that there is \$337,000 for cash match for grants, in case a cash match is required. Garza stated that staff is waiting to hear from the Lowe's Grant as well as a different Parks & Wildlife Grant that staff applied for which is a much broader bigger grant that included improvements to the fields as well as other playground equipment within Dick Kleberg Park. Garza commented that if for some reason the City doesn't get awarded any of these grants, staff anticipates still leaving this money there to go towards cash matches, of course, if the city doesn't get awarded these grants, staff will continue to search for other grants to apply for in the future. Garza stated that as previously approved, there is \$50,000 for the Downtown Pavilion, which will remain there for the site improvements that are currently ongoing, with a cushion of \$26,000, just in case any of these projects run higher than estimated. Garza stated that some of the projects that were cut are the money that was allocated for Loop Road, as there is no money left in CO 2016.

Commissioner Garcia asked that he condition of Loop Road, what is the anticipated length of life on that road.

Mr. Garza commented that staff hasn't discussed this from that perspective in terms of life of the Loop Road.

Commissioner Lopez asked if this was not in the plans to do anything with Loop Road. Mr. Garza responded that there isn't any funds for that project. Lopez further asked if staff had any idea of what it would cost for Loop Road. Mr. Garza responded that staff came up with a number at the beginning which was allocated almost \$900,000 for the complete reconstruction of Loop Road. Garza commented that this wasn't to say that it needed a full reconstruction on that road. Staff has priced what it would cost for in-house overlay of the project which was around \$600,000, just for materials to do an overlay with in-house staff. Garza stated that this would also account for the parking lot as well.

**16. Presentation and discussion on employee health plan and options. (City Manager).**

Mr. Garza reported that the Commission an update on where staff is at on looking for solutions on the Health Insurance Fund. Garza stated that in the time he has been here, which is a little over two years, he has personally been involved with budget cycles and both budgets he has included in the City Manager's Summary as well as in the Budget Message some serious concerns about the financial sustainability of the City's Health Insurance Fund. When staff started looking at some of the historical data, it was evident that here has been some sustainability concerns with the Health Insurance Fund for quite some time. A binder of information was provided to the Commission which was inclusive to the Employee Health Plan Design Task Force, which consisted of an eleven member task force. Garza further stated that after looking at some of the historical data will show some of the contributions that the City has had to make to keep this plan afloat. This amount totals to \$800,000 in the last five years. Garza stated that anytime you need to transfer funds into a fund in order to keep it sustainable is not good or ideal. There is evidence of a consisting track record of allocations that have been provided to the insurance fund. Garza stated that these contributions were coming from the funds

that have personnel, general fund, utility fund, tourism fund and the Task Force fund when the city had it, as these were all funds that paid salaries. After speaking with staff, the rational was that they would take some money from those funds and develop the additional contributions. Through the budget process, there has been some discussion on the challenges within those funds, although the city no longer has the Task Force Fund, which is not there any longer. The utility fund runs in a deficit, which has the city dipping into the reserves fund in order to keep the utility fund afloat, which is an issue that staff is trying to address. Garza stated that there is also some concerns on the General Fund. Through the quarterly updates that he provides as well through the budget annual process, there has been some decreases in the planning permits as well in Municipal Court. The level of confidence that staff feels is that there would be money available to transfer to the insurance fund, which is not existent, for reasons that were just mentioned. This forces staff to look at solutions to try and figure out what can be done to address this issue. Garza stated that during the budget process there was a presentation from a representative from Carlisle, who is the City's consultant through the health development process which provided a survey, which is being provided in the notebook given to the Commission. This survey was put together that took into account organizations the same size as our city's, as well as organization in our similar government function. This survey was provided to all the Task Force members as well as to the Commission. Garza touched on some of the highlights of that survey. He stated that the majority of employers are annual deductibles as opposed to monthly as our city. These is also some information pertaining to the percentage of organizations that offer Health Savings Accounts (HSA), which is something that was discussed. There was also information pertaining to the split of the cost for insurance. It was very clear that across the board it was 80/20, as it's the standard. It also provided some information on tiers to show what common practice is when it comes from the different tiers. Presently the City only has two tiers at this time for our employees. Common practice is that, there would be more than two tiers. There is also some information showing the comparative with other local entities our size, through the open records process, to see where they were with premiums and employee contributions. This information would show the Task Force what other entities have to offer their employees. Garza further stated that it was also important to get input from our employees which was done through a survey, meetings with employees and their family members and the Task Force. Information to the employees through the meetings and survey consisted of questions such as deductibles, co-pays, and pharmaceuticals. This would give staff an idea as to what matters most to the employees. All the information collected was provided to the Task Force which had some key elements that came through process. Some of the things that stood out was shifting to an annual deductible such as creating tiers for employees and looking into a HAS. He stated that through the survey and the meetings that were provided to our employees, you have some that care about the deduction that is made on their pay check and you have some that are interested in the deductibles. Garza stated that one of the ideas that came from this information is having options, which would give the employees that want to take a higher risk to pay less per month, can have the option to do so. As for the employee that is not wanting to take the risk, has the option that has a plan with lower deductible, but paying a higher price per month. All this information was discussed with the Task Force before getting to the conversation about making changes to the plan. Garza stated that this year, the city is looking at having a \$613,000 deficit in the city's insurance fund. He stated that this is the first time that it is projected to go above \$4,000,000 in expenses to cover claims, which is the first time this has happened. He further touched on the revenues verses expenditures. He stated that five years ago, in 2013, those expenditures were \$2.5 million dollars. This will show the range on how expensive medical care is getting. Garza stated that these are some things that outside of our control. He stated that the city is trying to have a sustainable fund, so that if next

year there is another \$615,000 deficit, there would be enough money to be able to cover it. It is estimated that we have only \$300,000 in fund balance, which will be certified once the audit is complete, which staff anticipates having complete in March, but nonetheless, these are the estimates that staff has put together. Garza stated that there was a question from the Task Force about what number is the city trying to achieve in terms of a debt reduction number. Garza stated to give an idea to those in attendance at this meeting, staff has developed an option to help create roughly \$600,000 in that debt reduction, which is more or less equivalent to what the deficit is this year. Garza asked the commission to turn to a page within their notebooks that shows a plan that would estimate in debt reductions per year. This information provided is from a monthly stand point. This information has four tiers rather than two tiers as we presently do. The four tiers are: employee only, employee/spouse, employee/children, and employee/family. For employee only, it increases to \$85.00 per month, which is currently \$30.00 for an increase to the employee of \$55.00. For employee/family, it would go from paying \$118.00, which is the amount being paid now to paying \$254.00, which would be an increase of \$136.00 per month. Garza stated that all of this has different implications when it comes to deductibles; so with a \$2,500 annual deductible, it also has an 80% co-insurance. This is a lot of change that would need to happen in order to achieve a \$600,000 debt reduction. There is a high preference from the employees and staff, to transition into changes, but there wasn't a specific recommendation that came from the Task Force, but there was a strong preference from employees to start slow and ease into any significant changes. Garza continued by stating that this is a lot of change that will be coming to employees. Staff took a step back to look at, if it was phased in, what would it look like for the next six to twelve months, depending on what is done. Garza stated that staff has looked at the expenses for claims for the first quarter, which was estimated for this fiscal year to spending \$4.1 million dollars, so now staff wanted to see if the city was on track to spend that or not, which is was staff's hope that we wouldn't be spending that amount. Garza commented that some change needs to happen sooner rather than later, so that the city is in position to absorb a potential deficit next fiscal year. Garza stated that currently, the city has around \$300,000 in the fund balance for the insurance fund and so for arguments sake, you added another \$600,000 deficit next year, something would need to change in the plan to attain another \$300,000 or locate \$300,000 from other funds to transfer in there. Garza also stated that when staff went back to the drawing board to develop some different options. Some of the different options that staff came up with is having a third option and having a deductible plan that has a \$3,500 annual deductible at 80% co-insurance, this was just to see what it would look like to the employee contribution, which it only lowers it to \$10.00 per month for employee only, which would go from \$85.00 to \$75.00. Garza commented that this would be a huge change to the employees, so staff came up with different options. Garza first shared what would be worst case scenario with the Commission. Garza stated that staff developed a different option that lowers the cost to the employee but would only have a debt reduction of about \$350,000, which is only an estimate.

Mr. Garza spoke about information that was in the notebooks that were provided to the City Commission.

Commissioner Garcia asked that the choice of the three plans would reduce it. Mr. Garza responded that it would reduce it roughly \$350,000. Commissioner Garcia asked if the three plans were available. Mr. Garza further responded that all of this would determine on which plans employees signed up for.

Mr. Garza stated that there was some feedback on continuing to look at ways to phase it in. There was conversations about how we can take components of this and but only

address certain aspects of it. There was an idea by a member of the Task Force, to doing something similar but keeping 100% co-insurance. Those figures were looked at and it showed what contributions would look like as well as some estimated savings. Staff was somewhat surprised to see that debt reduction be what remained around the \$360,000 to \$370,000 range by simply shifting this to \$100,000 co-insurance which would have an impact on the premium. When any changes are made to the design, it will affect the premium. If staff went with a similar structure that was 100% co-insurance, the employee contribution would be \$77.00 for an individual employee, which would be an increase of \$47.82. For employee and family, it would be \$232.00 for an increase of \$115.00, which would almost double from what they are paying now, but would come with a \$2,500 annual deductible, but would be 100% co-insurance. Garza stated that this is a viable option for us as it accomplishes making significant change while also limiting the expenses to the employees by having 100% co-insurance. The biggest fear for an employee by making the changes that were suggested earlier, was not only covering the deductible, but covering the percentage and capping out a max out of pocket. Staff also thought of an idea of bringing in a Health Savings Account (HSA), for employees to save money, if they choose too, which is a mechanism that other cities have taken into account. Some cities have also gone to the route of seeding those HSA's, if funds are there, as a way to help the employee start a health savings. Garza stated that there was another questions from one of the Task Force members asking that if nothing was to be changed, and simply changed the employee contributions which is the \$77.00 for employee only ranging all the way to \$232.00 per employee but keep the \$250.00 monthly deductible that we have now, how much debt reduction would it bring in which would be around \$96,000; this would add \$100,00 to the insurance fund. Garza commented that there are pros and cons to any changes and part of having this conversation with the Commission, is for staff to get a sense of the level of comfort and risk that the Commission feels in terms of which route to spend more time coming up with more specific information. Garza stated that we as staff have specific concerns on the financial sustainability of the fund, which was estimated to only have \$300,000 this year. If next year's deficit is \$600,000 worth, where is the \$300,000 coming from. Garza stated that if we simply just increase the rates, it would bring in almost \$100,000 to the health insurance fund, which would still leave us at \$200,000 and where would that come from. Garza commented that what makes it challenging is that there no way to know for sure what out estimated expenses would be next year. A big part of conversation with employees is that by making changes to the deductible by making from monthly to annual; looking at going for a Third Party Administrator (TPA), which currently the city has a TPA that administers our plan because of the monthly deductible setup, which makes it very challenging for TPA's to compete with this TPA when we keep a monthly deductible. There could potentially be some benefit by going through competitive process, having an annualize deductible, which there is no way to know that for sure, as the city has been in this monthly setup for so long. Garza stated that the reason this is being brought up to the Commission is for staff to get a sense for what the Commission's appetite is for change, for risk, fully understanding that of the potential that would come in the next fiscal year. Garza stated that there could be more money transferred from general and utility fund, but that mean that staff would need to consider cuts, which is an option. It is important for the Commission to understand the pros and cons of how we move forward and what potentially the budget process may look like this upcoming fiscal year. Any change that is done to the health plan, would require 60 day notice with our TPA. So the moment the Commission approves changes to the health plan, since it would require Commission approval, staff would notify the city's TPA so that they can make the proper adjustments, which is why staff used the May 1<sup>st</sup> tentative date, anticipating that if a decision did come in February, there would be that 60 day period for our TPA to adjust. This would also require an open enrollment period, which would take some time.

Commissioner Lopez asked that during the Task Force meeting, there was a question asked that if the city did not raise the monthly premium that the employee pays, but just raise the deductible, to prevent their take home pay from being affected.

Mr. Garza responded that he doesn't think that staff ran that scenario, but staff will do so. Staff did run the scenario that if the employee increase their contributions and kept everything else the way it is now, is how staff came up with almost \$100,000 to come from employee contributions.

Commissioner Lopez commented that the consensus of the Task Force was that they were worried about the premiums, deductibles and co-insurance, but what came up at the last meeting that they would not prefer for the monthly rate to increase and would worry about the deductible later.

Mr. Garza commented that staff can run that scenario but just mentioning the scenario that were mentioned today, that would be a substantial change. For example, in the scenario where the employee pays \$85.00 per month, that's already with at \$2,500 deductible at 80% co-insurance. If the Commission wants to see the plan where the employee pays \$30.00, you would be looking at a much higher deductible with a potential split in the co-insurance, assuming that staff went this route.

Commissioner Lopez commented that this was one of the last things that was talked about at the last HPD Task Force meeting.

Mr. Garza responded that from staff's perspective, do find value in shifting to an annual so that we can go through an RFP process for a TPA, and can be better aligned with other employers, at this is the end goal. Garza further commented that if the Commission decided to keep things the way they are now and simply increase employee contributions and the additional \$100,000, we would still need to look at making changes at some point. Garza stated that the Task Force has discussed of making some minimal changes now and going through the RFP process in April or May timeframe and see where we are come budget time to see what full extent changes need to be made for an October 1<sup>st</sup> start date. Garza stated that there are a lot of questions that staff and the Commission have, and unfortunately they can't be answered as staff can really say how much the expenses will be next year until we get closer to the summer. Garza commented that this is a matter of comfort of risk and understanding what possible can happen if different scenario play out. Garza further stated that staff is looking for policy guidance from the Commission regarding this issue.

Commissioner Lopez commented that she went back to the approved budget for this fiscal year and was looking at fund 001 General Fund, and the beginning fund balance, the amount listed in the approved budget was an unaudited amount, which is not a true figure. Lopez stated that maybe now, staff can go back, look and see if we have a true figure there and maybe something could change to where staff can find some money. Lopez stated that in her opinion, employees who make \$10.00 per hour are the ones that will be affected by all this. Lopez commented that as it was discussed in the Task Force meeting, there pay would go to \$8.11 per hour, as it was brought up by Mr. Campos. Lopez stated that most of the City's employees are head of households and she feels that the City Manager needs to go back into the budget, as it was never discussed during the budget workshops what the City could do. She further stated that it was all about employees paying and she doesn't feel that this is fair. She commented that now is the time to go back into the budget and see which line items can be reduced and see how much money the City Manager can come up with to help our employees,

as they didn't receive an increase this year and we are here now wanting to take more money from them. Lopez stated that this is expensive for those employees that are not highly paid.

Mr. Garza responded that on the comment made by Commission Lopez regarding unaudited numbers, this information comes from the City's auditor. Every Spring the auditors goes through the exercise of finalizing the number that Commissioner Lopez mentioned, that was unaudited, so staff expects to have those numbers in March. The specific figure that was mentioned, that staff doesn't know for sure how much it will be, staff will know those numbers once the auditors are done with the auditing process which should be in March.

Commissioner Lopez commented that she couldn't believe that the city had an unaudited number in the budget.

Mr. Garza responded that every year that the city goes through the budget, it has an unaudited numbers.

Commissioner Garcia asked what is the average contribution that the city pays for employees for medical coverage premium.

Mrs. Deborah Balli, Finance Director responded that for the employee only, the city pays annually about \$6,300 to \$6,400; anyone other than employee only, this year it's about \$14,000 that the city pays. Balli further stated that the employees contribute \$30.00 per month, which is \$360 verses \$6,400 to \$6,500 that the city pays.

Commissioner Garcia commented that there is a fallacy when someone says that the City doesn't do anything or help its employees. Garcia stated that individuals need to consider the medical coverage along with the hourly rate, but unfortunately, when you are working by the hour, your home budget is setup by the money you receive. He stated that he thinks this is what the employees are concerned about, which they have a right to be concerned. Garcia stated that when you reduce it, as what Commissioner Lopez is talking about. But to say that the City doesn't do anything for their employees, it's a fallacy as the total package received by the employee is much higher.

Mr. Garza stated that staff saw an 8% increase on premiums from fiscal year 2017 to 2018. This 8% was not passed on to the employees, which totaled to amount of \$238,000 additionally that the city paid in fiscal year 2018.

Mayor Fugate commented that ever since he's been Mayor, the City has always put in money into this. He stated that this fund has always been under funded.

Mr. Garza commented that he is not referring to transfers, he is referring to the city's portion of cost. The increase in the premium cost went up 8%, which the expense was not passed on to the employees. When staff was going through the budget, every department stated increase to health insurance, as the city paid an almost \$40,000 that was put into the budget in order to not passing on the 8% to employees. Garza stated that what is important is that there is a significance that the city is providing and that has provided over the years by not passing on these increases and premiums to employees. Garza commented that prior to 2012/2013, cities weren't contributing anything. There has been a huge benefit that has come from the city's standpoint, that he knows is very difficult for the employee to understand, as they have been accustom to a certain way of it being for so long, which is part of staff's challenge, to educate our employees on how much the city has contributed towards the city's health insurance

cost. Garza further stated that Commissioner Lopez is correct on that the City has not done Cost of Living Adjustments to our employees, but it is important to know in fiscal year 2018 budget there is over \$126,000 that is in the budget that was approved that went to pay increases to two-thirds of the city's workforce, through the Collective Bargaining Agreements and through anniversary increases that employees receive every year. Garza commented that this is an important thing to consider, as the city does a lot for the employees in the form of the compensation plan that we have which gives employees an increase on 1,3,5,10, & 20 year anniversary. He further stated that he feels that Commission Lopez is correct, but it is unfair to say that the City has not done anything for its employees, as he just mentioned two examples of things that have been done for our employees during the current fiscal year budget that has been approved.

Commissioner Lopez commented that she didn't think that this is what she said or meant, that the city hasn't done anything. Lopez stated that what she was saying is that it was never mentioned as to how the City could help. Lopez stated that what was being said was that we were going to have to raise rates, but it never did come up. Lopez stated that it was one of those things where it's done and the employees are the ones that would have to make this up, and that's it.

Mr. Garza commented that he would be afraid to what changes the city would have to make, if nothing changes. He stated that he referenced the fact that if nothing changes, the city only has \$300,000 in the fund balance for the health insurance fund, if nothing changes because we try and take on more responsibility, what's going to get cut; Golf Course and Community Appearance gets cut, these are sort of things that are non-sort of essential things that the city does. These could be some significant changes to the operation of the city. Garza stated that staff can put some scenarios together so that the Commission can see what some of those cuts would look like, if we ended up having to do that, which is something staff is trying to avoid. He further stated that he would be concerned if the city did nothing and is having to choose between closing down the Golf Course, shutting down Community Appearance, or cutting other positions.

Commissioner Lopez commented that this isn't what she was talking about and feels that the City Manager is going too far, as this is not what she was talking about.

Mayor Fugate commented that historically the city has had to fund the insurance. He stated that since this existing plan went into effect in 2001, there hasn't been many changes made to it. Fugate further commented that Mr. Garza is the third City Manager that he's dealt with and is the first City Manager to try and address this issue. Fugate stated that he thinks that it is important to see what other governmental entities are providing their employees. These problems that are being discussed during tonight's meeting are not isolated only to Kingsville, Fugate says that these type of issues other local government entities are having to deal with as well. In his opinion, this is something that everyone will have to bare the expense too, which is not something he wants to do. He commented that he gets asked, what is the best thing about being Mayor, and he comments that it's the City's health insurance, as the city has great health insurance. Fugate stated that this is something that cannot be ignored any longer.

Commissioner Garcia commented that one good thing about this is that the City is being transparent about the issue, but eventually, the city will need to decide on something.

Commissioner Lopez commented that she would like to see the Health Plan Design Task Force to continue meeting and provide some better numbers to the Commission.

Mr. Garza commented that what would help staff is some general policy guidance, as it would need to come from the Commission for consideration and approval, and at some point we will have to make a decision regarding this issue.

Mayor Fugate commented that staff has given the Commission a lot of information tonight, and the Commission needs an opportunity to review all the information mentioned during tonight's meeting.

Mr. Garza commented that this is something that would need to be decided fairly soon. What risk is the City willing to take on as we move forward. Garza stated that there is no right or wrong to that question, it's just a matter of organizational preference, which is something he would like to receive from the Commission during tonight's meeting.

Mayor Fugate asked what it is exactly that the City Manager is wanting to hear from the Commission.

Mr. Garza responded by stating that what would be helpful is some direction as to, a change needs to happen now, which would make a huge difference. Garza further stated that this is something that would have to come to Commission for approval, which the next City Commission is scheduled for February 12<sup>th</sup>, so at some meeting in February staff would bring something for the Commission to approve, what would it look like, and is it an overarching policy that the city would want to take, which is making a decision in February. This would be one approach, which would be a different approach if the Commission decided to take the risk and not change anything and deal with this in the summer and have a 10/1 change.

Mayor Fugate commented that there are other scenarios that were mentioned that staff may want to develop for the Commission. Fugate asked for staff to gather all the information that staff would like for the Commission to look at and consider.

Mr. Garza asked the following specific questions; yes or no to annual deductible?

Mayor Fugate stated that it would be unfair for Mr. Garza to do this. Fugate further stated that staff has given the Commission a lot of information and it would be unfair for the Commission to tell staff that they are going to decide on one thing or another during tonight's meeting. Fugate stated that staff needs to give this Commission an opportunity to review the information given to them tonight and come back at the next City Commission meeting and discuss it. At that time, the Commission can give staff the direction that is being asked for.

Mr. Garza agreed with Mayor Fugate's comments can commented that while the Commission reviews the information, it would allow staff to look at the scenario that was brought up by Commissioner Lopez. Staff will reconvene with the Task Force and share that scenario and try to work with the auditor and see if staff can come up with some informal numbers, in order to have a more realistic conversation on the actuals for last years, as Commission Lopez has brought up.

Commissioner Pecos commented that he appreciates all the information staff has provided the Commission. Pecos stated that this puts the city in a situation where the City will have to make a decision sooner or later, where the city will have to raise the employees contribution or have to look for a half million dollars again. Pecos stated that may be staff could seek other insurance companies to bid for the city insurance.

Mr. Garza stated that the city already goes out for RFP'S every three year to go through a competitive process. The challenge that the city faces is that since we are setup on a monthly deductible, makes it very difficult to have a true comparison, as a lot of these companies are setup to provide services on an annual deductible. So when they submit their responses to our RFP, they submit it in an annual form. At that time, staff has to go back and divide it up which becomes very difficult to make the comparison, without making this change. Garza further commented that he thinks that staff, as well as the Commission would want to see what would come from that type of process, by shifting to an annual deductible so that we can have a more apples to apples comparison.

Commissioner Pecos commented that this way, in all fairness, staff would get a better picture on this whole situation. He stated that he recalls years back when the City became self-insured, the city saved large amounts of money, and now it has caught up with us. He would like for staff to look at what other companies have to offer to the City.

Mayor Fugate commented that this has been a problem, that he has seen, through three City Manager's, and Mr. Garza is the first one to try and tackle the issue, which he appreciates Mr. Garza for doing this.

**17. Executive Session: Pursuant to Section 551.071, Texas Government Code, Consultation with Attorney Exception, the City Commission shall convene in executive session to seek legal advice from the City Attorney regarding a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter. (City Attorney).**

Mayor Fugate announced both Executive Session's (agenda item's #17 & #18) and convened the meeting into closed session at 8:17 P.M.

Mayor Fugate reconvened the meeting into open session at 8:36 P.M.

**18. Executive Session: Pursuant to Section 551.074, Texas Government Code, the Personnel Exception, the City Commission shall convene in Executive Session to deliberate the appointment, employment, and duties of the vacant City Commissioner position. (Mayor Fugate).**

**19. Consider appointment of a qualified citizen to the City Commission to fill an unexpired term. (Mayor Fugate).**

Motion made by Commissioner Garcia to appoint Mrs. Diana Guerrero-Pena to fill an unexpired term, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Garcia, Lopez, Pecos, Fugate voting "FOR".

## **VII. Adjournment.**

There being no further business to come before the City Commission, the meeting was adjourned at 8:36 P.M.

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Sam R. Fugate, Mayor

**ATTEST:**

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Mary Valenzuela, TRMC, CMC, City Secretary

# **CONSENT AGENDA**

# **AGENDA ITEM #1**

**City of Kingsville**  
**Department of Planning and Development services**

**To:** Mayor and City Commissioners

**CC:** Jesus A. Garza, City Manager

**FROM:** Tom Ginter, Director

**DATE:** January 12, 2018

**SUBJECT:** Action on Amending the City of Kingsville Code of Ordinances by Amending Section 15-6-26 Home Occupation, Revising Home Child Care Regulation

---

**Summary:** The Planning and Zoning Commission will be reviewing January 17<sup>th</sup> an amendment to the Home Occupation ordinance. Essentially it will be considering to changing the number of children that can be cared for to be equivalent to the state law.

**Background:** Alejandra Montiel a local day care director has asked the Planning and Zoning Commission to change the allowable level of children that can be cared for to the state law. Currently the ordinance caps the number at 6 (home occupation). State law allows up to 12 for a home occupation.. Document A is an email from Alejandra which states her reasons why the City should consider this change. The Planning and Zoning Commission discussed the item at their January 3<sup>rd</sup> meeting. From that meeting they instructed staff to provide an ordinance amendment which would change the language to the state law rule. Document B is my memo to the Planning and Zoning Commission which summarizes the issue. Document C with the phrase that is asterisked reflects the current language in the home occupation ordinance. Document D is the amendment to the ordinance provided by the City Attorney. The Planning and Zoning Commission will be meeting January 17<sup>th</sup> to consider the ordinance to amend the Home Occupation ordinance.

**Financial Impact:** I do not anticipate any additional revenue for the City. It is hoped that the impact will be that the parents who need to find quality day care will have additional opportunities to do that with this change.

**Recommendation:** The Planning and Zoning Commission met Wednesday, January 18, 2018 to consider this item. They voted 4 to 0 in favor of recommending approval of the amended ordinance.



**City of Kingsville**  
**Department of Planning and Development services**

To: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Tom Ginter, Director

DATE: January 12, 2018

SUBJECT: Action on Amending the City of Kingsville Code of Ordinances by Amending  
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**Financial Impact:** I do not anticipate any additional revenue for the City. It is hoped that the impact will be that the parents who need to find quality day care will have additional opportunities to do that with this change.

**Recommendation:** The Planning and Zoning Commission will be meeting on January 17, 2018 to consider this amendment. On Thursday the 18<sup>th</sup> I will provide the City Secretary with the vote from the Planning and Zoning Commission.



A

**Tom Ginter**

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**From:** SunnySide Early Learning Licensed Home Daycare  
<sunnysideearlylearning@hotmail.com>  
**Sent:** Tuesday, December 12, 2017 8:43 PM  
**To:** Tom Ginter  
**Subject:** City Ordinance for Daycare

To: Director of Planning and Development Services,  
Mr. Tom Ginter,

I, Alejandra Montiel am the Director of SunnySide Early Learning Licensed Home Daycare. I recently spoke to you via phone call regarding the "city ordinance" that took place in 2013/2014 to my understanding. Where home daycares are allowed no more than 6 children.

However, my concern is wanting to know how that came about when there are currently "grandfathered home daycares" that have 12 kids which is the State capacity as of present day. They have been operating for many years without a problem.

My concern also is my growing waiting list for families who are desperately seeking child care. Quality childcare. I am limited to half the children that DFPS State Licensing actually allows me because of this city ordinance.

What are the steps I need to take to be "grandfathered , exempt, or possibly waived " to this ordinance?

Once again my main concern is providing quality child care and not having these families and children be at a unfit and unsafe location because they are forced to leave them with unqualified and uncertified providers. I have worked very hard to get where I am from my education, to my years of experience in child care, and going through every step possible to do things the legal and correct way to open up my business. In my daycare I not only provide quality care, but I serve hot meals also through a state nutritional food program, I have a learning curriculum, a daily schedule, and offer much more... all this for our community and it's children , our future. I just recieved my "Non Expiring State License" which proves all my state inspections are great. I have several families waiting on a response for me to give them of this outcome.

As Director of SunnySide Early Learning Licensed Home Daycare, children and their safety are my top priority and concern. As a small local business,I am here to serve my best, and provide more of what the community desperately needs and seeks.

Thank you,  
Alejandra Montiel  
361-720-5492

SunnySide Early Learning  
Licensed Home Daycare

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B

To: Planning and Zoning Commission

From: Tom Ginter, Director

Date: December 28, 2017

Subject: Agenda Item

Alejandra Montiel, Director of Sunnyside Early License Home Daycare approached me as to why the number 6 was chosen as the maximum number allowed to have under care in relationship to a home occupation (daycare). Since the ordinance itself was approved in March of 2014 (prior to my start) I wasn't present for any of the discussion, nor could I find any information on that in the minutes when this ordinance was approved. She may ask that again of the commission but frankly I didn't have an answer for her. Consequently I had Alejandra submit an email to me explaining to me why we should explore amending the current ordinance on the number limitation. Document A is the email from Alejandra Montiel.

The home address for this home occupation is 1900 Shelly. The current zoning for this address is R1, which allows home occupations. Document B reflects this allowable use.

Document C is a copy of the city's home occupation ordinance. I have marked the ordinance where it allows child care and the limitation of six children under care at any one time. Since Alejandra Montiel has referenced the state rules in regards to the number of children allowed, I thought I would include that information for your review. Document D reflects the standards for child care homes. Alejandra operates a licensed child care home which I have marked and is 747.115. Under 747.115 is 1 which states the following: The total number of children in care varies with the ages of the children but the total number of children in care in a licensed child care home at any given time, including the children related to the caregiver, must not exceed 12.

I have also researched as to what other cities do and have provided the pertinent ordinance language from Corpus Christi on this issue. Document E is the ordinance language from Corpus Christi. As you can see a day care home is allowed in a single family zoning district with restrictions. Consequently I have included the limitations listed under 5.2.4.C. Day Care Home. In 1 of 5.2.4 C it says the following: A day care home shall provide regular care to no more than six children under 14 years of age, excluding children who are related to the caretaker, and may provide care after school hours for not more than six children but the total number of children including those related to the caretaker shall not exceed 12 at any given time.

#### Summary:

Just a reminder that this is a discussion item only. I believe that you should feel comfortable with the information given you plus the thoughts that may arise from the discussion during the

meeting prior to taking any action if that is your desire. I also confess that I really do not have any perception as to the commission's thoughts on this subject so it is important for me to listen and understand. Also as you know decisions made by you take into account the whole city, the sizes of homes and other factors which are important to this discussion.

- C
- (2) The home occupation shall be conducted entirely within the principal residential building or in a permitted accessory building.
  - (3) The home occupation use shall be clearly incidental and secondary to the residential occupancy.
  - (4) No more than six clients per day (limit one visit per day per each client) are permitted to visit the home occupation. Hours for visits shall be between 8:00am and 8:00pm, unless otherwise noted in 15-6-26.
  - \* (5) Home occupations for child care shall have a maximum of six children under care at any one time.
  - ~~\_\_\_\_\_~~ (6) No manufacturing or processing of any sort whatsoever shall be done, except as permitted by Section 15-6-26(D)(1)(I). Public facilities and utilities shall be adequate to safely accommodate equipment used for the home occupation.
  - ~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~ (7) No stock-in-trade shall be displayed or sold on the premises except for delivery of orders.
  - ~~\_\_\_\_\_~~ (8) No stock-in-trade, except articles produced by residents of the premises, shall be stored on the premises and those articles shall not be flammable, combustible or explosive materials.
  - (9) No alteration of the principal residential building shall be made which changes the character as a dwelling.
  - (10) Not more than 25% of the gross floor area of the principal dwelling or accessory structure shall be utilized for the home occupation.
  - (11) The home occupation shall not produce offensive noise, vibration, smoke, electrical interference, dust, odors or heat. Any noise, vibration, smoke, electrical interference, dust odors, or heat detectable beyond the property lines or beyond the walls of the dwelling unit, if the unit is part of a multi-family structure, shall constitute a violation of this section.
  - (12) No mechanical or electrical equipment other than normal domestic or household equipment shall be used.
  - (13) There shall be no outdoor storage of equipment or materials used in the home occupation.
  - (14) The receipt or delivery of merchandise, goods or supplies for use in a home occupation shall be limited to the United States mail, similar parcel delivery service, or private vehicles with a gross vehicle weight rating of 10,000

D

ORDINANCE NO.2018-\_\_\_\_\_

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES BY AMENDING SECTION 15-6-26-HOME OCCUPATIONS, REVISING HOME CHILD CARE REGULATIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, the City received a request from a local licensed child care home provider to increase the maximum number of children a home child care center in the city is allowed to have under care from 6 to 12, which state law allows depending on the ages of the children and the number of caregivers;

WHEREAS, the City Planning and Zoning Commission considered this request at a publicly posted meeting on January 17, 2018 and voted \_\_\_\_ - \_\_\_\_ for/against the changes stated herein;

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 OF KINGSVILLE BY THE CITY COMMISSION OF THE CITY OF KINGSVILLE, TEXAS:

I.

THAT Sections 15-6-26 of Article 6: Zoning of Chapter XV, Land Usage, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

...

**§ 15-6-26 HOME OCCUPATIONS.**

(A) *Purpose and findings.* A home occupation is defined as an accessory use carried out by the occupants for compensation in a residential dwelling unit. This section:

- Establishes criteria for the operation of home occupations in dwelling units within residential districts;
- Permits and regulates the conduct of home occupations as an accessory use in a dwelling unit, whether owner or renter occupied;
- Ensures that such home occupations are compatible with, and do not have a harmful effect on, adjacent and nearby residential properties and uses;
- Ensures that public and private services, such as streets, sewers, or water or utility systems, are not burdened by the home occupation to the extent that usage exceeds that normally associated with residential use;

- Allows residents of the community to use their residences as places to enhance or fulfill personal economic goals, under certain specified standards, conditions, and criteria;

- Enables the fair and consistent enforcement of these home occupation regulations; and;

- Promotes and protects the public health, safety, and general welfare.

(B)*Applicability.* This section applies to:

(1)Any occupation, profession, or business activity customarily conducted entirely within a dwelling unit and carried out by a member of the family residing in the dwelling unit, and which occupation, profession or business activity is clearly incidental and subordinate to its primary use as a residential dwelling and does not change the character of the dwelling unit. A home occupation is an accessory use to a dwelling unit.

(2)No home occupation, except as otherwise provided in this section, may be initiated, established, or maintained in the unit unless it is in conformance with the regulations and performance standards set forth in this section. A home occupation shall be incidental and secondary to the use of a dwelling unit for residential purposes.

(C)*Exempt Home Occupations.*

...

(D)*Permitted Home Occupations.* The home occupations permitted in subsection (1), below, are allowed in a residential setting because they do not compromise the residential character of an area, do not generate conspicuous traffic, do not visually call unusual attention to the home, and do not generate noise of a nonresidential level. A home occupation is permitted as an accessory use in the districts, as shown in Appendix A, (Section 1, Land Use Chart) and in the Planned Unit Development and/or Mixed Use (MU) districts

(1)The following home occupations are permitted and subject to the standards established in this section:

...

(c)Catering (NAICS 72232; LBCS 2560);

(d)Child care (NAICS 6244; LBCS 6562);

(e)Computer repair and training (NAICS 611519);

...

(E)*Use limitations and performance standards.*

(1)Home occupations shall be carried out by members of the household occupying the dwelling and no more than one nonresident employee shall be permitted.

(2)The home occupation shall be conducted entirely within the principal residential building or in a permitted accessory building.

(3)The home occupation use shall be clearly incidental and secondary to the residential occupancy.

(4)No more than six clients per day (limit one visit per day per each client) are permitted to visit the home occupation. Hours for visits shall be between 8:00am and 8:00pm, unless otherwise noted in 15-6-26.

(5)Home occupations for child care shall have a maximum of six children under care at any one time, from birth through 13 years of age as determined by state law which varies with the ages of the children, but the total number of children in care at any given time, including the children related to the

caregiver, must not exceed 12. The restriction on visits stated in 15-6-25 (E)(4) above does not apply to home occupations for child care.

(6) No manufacturing or processing of any sort whatsoever shall be done, except as permitted by Section 15-6-26(D)(1)(i). Public facilities and utilities shall be adequate to safely accommodate equipment used for the home occupation.

(7) No stock-in-trade shall be displayed or sold on the premises except for delivery of orders.

(8) No stock-in-trade, except articles produced by residents of the premises, shall be stored on the premises and those articles shall not be flammable, combustible or explosive materials.

(9) No alteration of the principal residential building shall be made which changes the character as a dwelling.

(10) Not more than 25% of the gross floor area of the principal dwelling or accessory structure shall be utilized for the home occupation.

(11) The home occupation shall not produce offensive noise, vibration, smoke, electrical interference, dust, odors or heat. Any noise, vibration, smoke, electrical interference, dust odors, or heat detectable beyond the property lines or beyond the walls of the dwelling unit, if the unit is part of a multi-family structure, shall constitute a violation of this section.

(12) No mechanical or electrical equipment other than normal domestic or household equipment shall be used.

(13) There shall be no outdoor storage of equipment or materials used in the home occupation.

(14) The receipt or delivery of merchandise, goods or supplies for use in a home occupation shall be limited to the United States mail, similar parcel delivery service, or private vehicles with a gross vehicle weight rating of 10,000 pounds or less. Deliveries and pick-ups shall occur between the hours of 8:00am and 8:00pm.

(15) Not more than one vehicle shall be utilized for business purposes and all parking shall be provided only in the driveway or other parking area not within the public right-of-way.

(16) No truck or van with a payload rating of more than one ton shall be parked on the site or in front of the site on a regular basis.

(17) No customer waiting areas shall be provided.

(18) No vehicles shall be parked and no equipment or materials shall be stored for trash haulers, home builders, home repair contractors and similar occupations.

(19) Signage shall:

(a) be limited to one wall-mounted sign not exceeding four square feet in area is permitted.

(b) be mounted flush against the wall of the principal dwelling unit or accessory structure; and

(c) not be illuminated

(20) A business license shall be obtained, if required by other ordinances.

(F) *Prohibited home occupations.* Home occupations in residential zoning districts shall not include the following types of activities and uses:

...

(17) Any other use not allowed in accordance with 15-6-26 Home Occupations of this chapter or any use determined by the Director of

Planning and Development Services to be a detriment to the surrounding properties and/or area.

(G)*Unsafe Home Occupations.* If any home occupation has become dangerous or unsafe; presents a safety hazard to the public, pedestrians on public sidewalks, or motorists on the public right-of-way; or presents a safety hazard to adjacent or nearby properties, residents or businesses, the Director of Planning and Development Services or his/her designee shall issue an order to the dwelling owner and/or tenant on the property on which the home occupation is being undertaken, directing that the home occupation immediately be made safe or be terminated. The property owner and/or tenant shall take the necessary corrective measures. In the event of a failure to do so by the owner and/or tenant, after notice and within seven (7) days of the receipt of said notice, the Director of Planning and Development Services or his/her designee may take any and all enforcement actions to render the home occupation and dwelling safe. Costs incurred by the City of Kingsville, if forced to take enforcement actions, shall be borne by the property owner and shall be treated as a zoning violation and penalized as set forth in Section 1-1-99 of this code of ordinances.

(Ord. 2014-10, § 1, 3-10-14)

**Cross reference—**Penalty, see § 15-1-999.

...

## 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.

## V.

**THAT** nothing in this ordinance shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

**INTRODUCED** on this day on the 22<sup>nd</sup> day of January, 2018.

**PASSED AND APPROVED** on this the 12<sup>th</sup> day of February, 2018.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**ORDINANCE NO.2018-\_\_\_\_\_**

**AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES BY AMENDING SECTION 15-6-26-HOME OCCUPATIONS, REVISING HOME CHILD CARE REGULATIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.**

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**WHEREAS**, the City Planning and Zoning Commission considered this request at a publicly posted meeting on January 17, 2018 and voted 4-0 for the changes stated herein;

**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 OF KINGSVILLE BY THE CITY COMMISSION OF THE CITY OF KINGSVILLE, TEXAS:**

**I.**

**THAT** Sections 15-6-26 of Article 6: Zoning of Chapter XV, Land Usage, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

...

**§ 15-6-26 HOME OCCUPATIONS.**

*(A) Purpose and findings.* A home occupation is defined as an accessory use carried out by the occupants for compensation in a residential dwelling unit. This section:

- Establishes criteria for the operation of home occupations in dwelling units within residential districts;
- Permits and regulates the conduct of home occupations as an accessory use in a dwelling unit, whether owner or renter occupied;
- Ensures that such home occupations are compatible with, and do not have a harmful effect on, adjacent and nearby residential properties and uses;
- Ensures that public and private services, such as streets, sewers, or water or utility systems, are not burdened by the home occupation to the extent that usage exceeds that normally associated with residential use;

- Allows residents of the community to use their residences as places to enhance or fulfill personal economic goals, under certain specified standards, conditions, and criteria;
- Enables the fair and consistent enforcement of these home occupation regulations; and;
- Promotes and protects the public health, safety, and general welfare.

(B)*Applicability.* This section applies to:

- (1)Any occupation, profession, or business activity customarily conducted entirely within a dwelling unit and carried out by a member of the family residing in the dwelling unit, and which occupation, profession or business activity is clearly incidental and subordinate to its primary use as a residential dwelling and does not change the character of the dwelling unit. A home occupation is an accessory use to a dwelling unit.
- (2)No home occupation, except as otherwise provided in this section, may be initiated, established, or maintained in the unit unless it is in conformance with the regulations and performance standards set forth in this section. A home occupation shall be incidental and secondary to the use of a dwelling unit for residential purposes.

(C)*Exempt Home Occupations.*

...

(D)*Permitted Home Occupations.* The home occupations permitted in subsection (1), below, are allowed in a residential setting because they do not compromise the residential character of an area, do not generate conspicuous traffic, do not visually call unusual attention to the home, and do not generate noise of a nonresidential level. A home occupation is permitted as an accessory use in the districts, as shown in Appendix A, (Section 1, Land Use Chart) and in the Planned Unit Development and/or Mixed Use (MU) districts

- (1)The following home occupations are permitted and subject to the standards established in this section:

...

- (c)Catering (NAICS 72232; LBCS 2560);
- (d)Child care (NAICS 6244; LBCS 6562);
- (e)Computer repair and training (NAICS 611519);

...

(E)*Use limitations and performance standards.*

- (1)Home occupations shall be carried out by members of the household occupying the dwelling and no more than one nonresident employee shall be permitted.
- (2)The home occupation shall be conducted entirely within the principal residential building or in a permitted accessory building.
- (3)The home occupation use shall be clearly incidental and secondary to the residential occupancy.
- (4)No more than six clients per day (limit one visit per day per each client) are permitted to visit the home occupation. Hours for visits shall be between 8:00am and 8:00pm, unless otherwise noted in 15-6-26.
- (5)Home occupations for child care shall have a maximum of ~~six~~ children under care at any one time from birth through 13 years of age as determined by state law which varies with the ages of the children, but the total number of children in care at any given time, including the children related to the

caregiver, must not exceed 12. The restriction on visits stated in 15-6-25 (E)(4) above does not apply to home occupations for child care.

(6) No manufacturing or processing of any sort whatsoever shall be done, except as permitted by Section 15-6-26(D)(1)(I). Public facilities and utilities shall be adequate to safely accommodate equipment used for the home occupation.

(7) No stock-in-trade shall be displayed or sold on the premises except for delivery of orders.

(8) No stock-in-trade, except articles produced by residents of the premises, shall be stored on the premises and those articles shall not be flammable, combustible or explosive materials.

(9) No alteration of the principal residential building shall be made which changes the character as a dwelling.

(10) Not more than 25% of the gross floor area of the principal dwelling or accessory structure shall be utilized for the home occupation.

(11) The home occupation shall not produce offensive noise, vibration, smoke, electrical interference, dust, odors or heat. Any noise, vibration, smoke, electrical interference, dust odors, or heat detectable beyond the property lines or beyond the walls of the dwelling unit, if the unit is part of a multi-family structure, shall constitute a violation of this section.

(12) No mechanical or electrical equipment other than normal domestic or household equipment shall be used.

(13) There shall be no outdoor storage of equipment or materials used in the home occupation.

(14) The receipt or delivery of merchandise, goods or supplies for use in a home occupation shall be limited to the United States mail, similar parcel delivery service, or private vehicles with a gross vehicle weight rating of 10,000 pounds or less. Deliveries and pick-ups shall occur between the hours of 8:00am and 8:00pm.

(15) Not more than one vehicle shall be utilized for business purposes and all parking shall be provided only in the driveway or other parking area not within the public right-of-way.

(16) No truck or van with a payload rating of more than one ton shall be parked on the site or in front of the site on a regular basis.

(17) No customer waiting areas shall be provided.

(18) No vehicles shall be parked and no equipment or materials shall be stored for trash haulers, home builders, home repair contractors and similar occupations.

(19) Signage shall:

(a) be limited to one wall-mounted sign not exceeding four square feet in area is permitted.

(b) be mounted flush against the wall of the principal dwelling unit or accessory structure; and

(c) not be illuminated

(20) A business license shall be obtained, if required by other ordinances.

(F) *Prohibited home occupations.* Home occupations in residential zoning districts shall not include the following types of activities and uses:

...

(17) Any other use not allowed in accordance with 15-6-26 Home Occupations of this chapter or any use determined by the Director of

Planning and Development Services to be a detriment to the surrounding properties and/or area.

(G)*Unsafe Home Occupations.* If any home occupation has become dangerous or unsafe; presents a safety hazard to the public, pedestrians on public sidewalks, or motorists on the public right-of-way; or presents a safety hazard to adjacent or nearby properties, residents or businesses, the Director of Planning and Development Services or his/her designee shall issue an order to the dwelling owner and/or tenant on the property on which the home occupation is being undertaken, directing that the home occupation immediately be made safe or be terminated. The property owner and/or tenant shall take the necessary corrective measures. In the event of a failure to do so by the owner and/or tenant, after notice and within seven (7) days of the receipt of said notice, the Director of Planning and Development Services or his/her designee may take any and all enforcement actions to render the home occupation and dwelling safe. Costs incurred by the City of Kingsville, if forced to take enforcement actions, shall be borne by the property owner and shall be treated as a zoning violation and penalized as set forth in Section 1-1-99 of this code of ordinances.

(Ord. 2014-10, § I, 3-10-14)

**Cross reference—** Penalty, see § 15-1-999.

...

## 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.

## V.

**THAT** nothing in this ordinance shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

**INTRODUCED** on this day on the 22<sup>nd</sup> day of January, 2018.

**PASSED AND APPROVED** on this the 12<sup>th</sup> day of February, 2018.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

## **AGENDA ITEM #2**

**City of Kingsville  
Parks & Recreation Department**

---

**TO:** Mayor and City Commissioners

**CC:** Jesus A. Garza, City Manager

**FROM:** Susan Ivy, Parks & Recreation Manager

**DATE:** January 16, 2018

**SUBJECT:** Receipt of \$7,000 donation from Various Kingsville Hoteliers and Business Owners to assist with Construction of Dog Park

---

**Summary:**

The Parks & Recreation Department would like approval from City Commission to receive \$7,000 in donations from Kingsville Hoteliers and business owners as detailed below. These funds will be used to help with the cost of constructing a dog park in Dick Kleberg Park. The park would be constructed near the site recommended by the Parks Master Plan.

**Background:**

Most of the contributing Hoteliers and business owners are associated by personal or business relationship with the Vishal Raju Bhagat Foundation, which has already contributed \$25,000 to this same project. The construction of the dog park will increase the quality of life in our community and add attraction to people looking for activities while visiting Kingsville and staying in their hotels and visiting their businesses.

**Financial Impact:**

The donation of \$7,000 will help with the construction costs for a formal dog park to be built in Dick Kleberg Park. The donations were made as follows:

Comfort Inn Kingsville	\$ 500.00
Americas Best Value Inn	\$ 500.00
Best Western Kingsville Inn	\$ 500.00
Budget Inn	\$ 500.00
Econo Lodge	\$ 1,000.00
Executive Inn	\$ 500.00
La Quinta Inn	\$ 500.00
Rita's Super Store	\$ 500.00
Riviera Inn and Suites	\$ 500.00
Super 8 Motel	\$ 1,000.00



**City of Kingsville  
Parks & Recreation Department**

Holiday Inn	\$1,000.00
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**Recommendation:**

We recommend that City Commission authorize the receipt of these donations totaling \$7,000 and amend the budget to record the acceptance of these funds into the parks budget.



**ORDINANCE NO. 2018-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2017-2018 TO ACCEPT AND EXPEND PARK DONATIONS FROM LOCAL HOTELIERS FOR DOG PARK.**

**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 2017-2018 budget be amended as follows:

**CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT**

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
<b>Fund 001 General Fund</b>					
<b>Revenues</b>					
4-4503	Park Maintenance	Park Donations	58003	\$ 7,000	
<b>Expenses</b>					
5-4503	Park Maintenance	Grounds & Perm Fixtures	59100	\$ 7,000	

[To amend the City of Kingsville FY 17-18 budget to accept and expend park donations from local hoteliers to be used towards a dog park 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 22<sup>nd</sup> day of January, 2018.

**PASSED AND APPROVED** on this the \_\_\_ day of \_\_\_\_\_, 2018.

**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  
Police Department**

---

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Ricardo Torres, Chief of Police

DATE: January 12, 2018

SUBJECT: Request for Budget Amendment

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**Summary:**

The Kingsville Police Department received funds from the Edward J. Byrne Memorial Justice Assistance Grant (JAG), 42 U.S.C. 3751(a).

**Background:**

The Kingsville Police Department received \$32,000.00 to purchase T Series Dispatch Consoles for the Telecommunicators dispatching for police and fire. In order to install the dispatch consoles properly the floor plan of the Communications section will have to be changed. The reconfiguration of the area will allow for installation of the 2 awarded dispatch consoles and additional consoles in the future. Staff requested written quotes from three vendors and received two responses back. Graveley's Construction was the lowest of the two quotes received.

**Financial Impact:**

The Kingsville Police Department has received a bid from Graveley's Construction, 343 W. Co. Rd. 2170 for the scope of work in the amount of \$18,000.00. These funds will come from unreserved fund balance as per our Finance Director Deborah Balli.

**Recommendation:**

We request a budget amendment to allow for the scope of work to be performed so that the T Series Dispatch Consoles can be ordered and they can be custom fit for our facility and use. Thank you for your assistance regarding this matter.





**GRAVELEY'S CONSTRUCTION**  
343 W CO RD 2170  
Kingsville, TX 78363

Phone # (361) 522-0715 / 592-5125

Fax# (361) 592-5142 E-mail [pipe-man@juno.com](mailto:pipe-man@juno.com)

Charlie Sosa  
PO Box 1456  
Kingsville, Texas 78262

1/12/18

Attn: Charlie Sosa  
Re: City of Kingsville Police Station Construction Work

Mr. Sosa

Graveley's Const. Co. Inc. respectfully submits the following Proposal for the above referenced work at the Municipal Building in Kingsville Texas.  
Scope of work: Provide all labor, materials, tools, equipment, supervision, transportation, and insurance necessary to complete the following.

ITEM	QTY	UNIT	DESCRIPTION
A-1	1	Ea.	Install window in proposed wall
A-2	3	Ea.	Remove 2030 window in exist wall
A-3	4	Ea.	Install interior openings
A-4	3	Ea.	Remove interior wall add bracing
A-5	1	Ea.	Install 3068 interior door existing wall

**Total Amount \$ 18,000.00**

Thank you,

Jose Graveley

President



P.O.Box 84, Kingsville, TX 78364  
(361) 592-9593 Fax (361) 595-0998  
E-mail: dhubertco@sbcglobal.net

January 15, 2018

City of Kingsville

Attn: Charlie Sosa

Re: Bid Proposal  
Renovations at Kingsville Police Department

Donald Hubert Const. Co. Inc. respectfully submits the following bid proposal to provide the following.

Scope of work: Provide all labor, materials, tools, equipment, supervision, transportation, and insurance necessary to complete the following.

1. Renovations at Kingsville Police Department

ITEM	QTY	UNIT	DESCRIPTION
A-1	1	Ea.	Install window in exist wall
A-2	3	Ea.	Install 2030 window in exist wall
A-3	4	Ea.	Install interior doors
A-4	3	Ea.	Remove interior wall add bracing
A-5	1	Ea.	Install 3068 interior door existing wall

**Total Proposal \$ 23,320.00**

If you should have any questions, please call Donnie Hubert at (361)592-9593 or mobile at (361)675-0558.

Thank you,

A handwritten signature in black ink, appearing to read "Donald Hubert".

Donald Hubert  
President

### Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter I of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

<b>Grant Number:</b>	3383001	<b>Award Amount:</b>	\$32,000.00
<b>Date Awarded:</b>	PREVIEW - AWARD NOT ACTIVE	<b>Grantee Cash Match:</b>	\$0.00
<b>Grant Period:</b>	10/01/2017 - 09/30/2018	<b>Grantee In Kind Match:</b>	\$0.00
<b>Liquidation Date:</b>	12/29/2018	<b>Total Project Cost:</b>	\$32,000.00
<b>Program Fund:</b>	DJ-Edward Byrne Memorial Justice Assistance Grant Program		
<b>Grantee Name:</b>	Kingsville, City of		
<b>Project Title:</b>	Justice Assistance Grant Program		
<b>Grant Manager:</b>	Sylvia Garcia		
<b>DUNS Number:</b>	618308118		

<b>CFDA:</b>	16.738 - Edward Byrne Memorial Justice Assistance Grant Program
<b>Federal Awarding Agency:</b>	U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance
<b>Federal Award Date:</b>	9/23/2015
<b>Federal/State Award ID Number:</b>	2015-DJ-BX-0956
<b>Total Federal Award/State Funds Appropriated:</b>	\$12,350,323.00
<b>Pass Thru Entity Name:</b>	Texas Office of the Governor – Criminal Justice Division (CJD)
<b>Is the Award R&amp;D:</b>	No
<b>Federal/State Award Description:</b>	The purpose of this program is to reduce crime and improve the criminal justice system.

List of Application Errors and Incomplete Information

Item(s) that Need to be Resolved

Tab Name

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
<p>Resolution: Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a resolution electronically using the 'Upload' function in the eGrants system. The resolution must contain the following:</p> <ul style="list-style-type: none"> <li>• Authorization by your governing body for the submission of the application to OOG that clearly identifies the name of the project for which funding is requested;</li> <li>• A commitment to provide all applicable matching funds;</li> <li>• A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update OOG should the official change during the grant period.); and</li> <li>• A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to OOG.</li> </ul>	3/31/2017		<input type="checkbox"/>	<input type="checkbox"/>

**ORDINANCE NO. 2018-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2017-2018 BUDGET TO ACCEPT AND EXPEND AN EDWARD J BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FOR THE PURCHASE AND INSTALLATION OF DISPATCH CONSOLES AT THE POLICE DEPARTMENT.**

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

I.

**BE IT ORDAINED** by the City Commission of the City of Kingsville that the Fiscal Year 2017-2018 budget be amended as follows:

**CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT**

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
<b>Fund 001 General Fund</b>					
<b>Equity</b>					
2-		Unassigned Fund Balance	61002		\$ 18,000
<b>Expenses</b>					
5-6900	Fund Trsfrs	Transfer To Fund 019	80019	\$ 18,000	
<b>Fund 019 - PD Grant - JAG</b>					
<b>Revenues</b>					
4-0000		Federal Grants	72005	\$ 32,000	
4-0000		Transfer From Fund 001	75001	\$ 18,000	
<b>Expenses</b>					
5-2100	Police	Machinery/Equipment	71200	\$ 50,000	

[To amend the City of Kingsville FY 17-18 Budget to include an Edward J. Byrne Memorial Justice Assistance Grant for the purchase and installation of Dispatch Consoles for Telecommunicators dispatching for Police and Fire as per the attached memo from the Police Chief.]

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 22<sup>nd</sup> day of January, 2018.

**PASSED AND APPROVED** on this the \_\_\_ day of \_\_\_\_\_, 2018.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

## **AGENDA ITEM #4**

**City of Kingsville  
Police Department**

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TO: Mayor and City Commissioners  
CC: Jesus A. Garza, City Manager  
FROM: Ricardo Torres, Chief of Police  
DATE: January 12, 2018  
SUBJECT: Budget Amendment Rifle-Resistant Body Armor Grant, Office of the Governor, Criminal Justice Division

---

**Summary:**

We request an ordinance amending the Fiscal Year 2017-2018 budget for the Rifle-Resistant Body Armor Grant thru the Office of the Governor, Criminal Justice Division.

**Background:**

We are in receipt of a Statement of Grant Award (SOGA) from the State of Texas to equip our law enforcement officers with rifle-resistant body armor.

**Financial Impact:**

The costs to outfit 54 City of Kingsville Police Officers at a cost of \$795.00 to include:

**SHIFT 360 HW PACKAGE**

- 1 SHIFT 360, TMW, Buckle
- 2-Hardwire MC 10x12 Type III, Shooters Cut (10 Year Warranty)
- 1-M4 Magazine Pouch, Double (TP)
- 1-Medical Pouch (TP)
- 2-Large "POLICE" ID Patch, 8.5" X 3"
- Protech carry bag included

Total award is \$42,930.

This grant would reimburse the City of Kingsville 100% of the costs with no cash match. This is a reimbursement type grant.

**Recommendation:**

We respectfully request approval of the budget amendment for FY2017-2018 for the Rifle-Resistant Body Armor Grant.



**Statement of Grant Award (SOGA)**

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter I of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcements listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

<b>Grant Number:</b>	3474401	<b>Award Amount:</b>	\$42,930.00
<b>Date Awarded:</b>	PREVIEW - AWARD NOT ACTIVE	<b>Grantee Cash Match:</b>	\$0.00
<b>Grant Period:</b>	01/01/2018 - 12/31/2018	<b>Grantee In Kind Match:</b>	\$0.00
<b>Liquidation Date:</b>	03/31/2019	<b>Total Project Cost:</b>	\$42,930.00

**Program Fund:** BG-Rifle-Resistant Body Armor Grant Program (BAGP)  
**Grantee Name:** Kingsville, City of

**Project Title:** Rifle-Resistant Body Armor Project  
**Grant Manager:** Jeana Bores  
**DUNS Number:** 618308118

**CFDA:**

**Federal Awarding Agency:** N/A  
**Federal Award Date:** N/A - State Funds  
**Federal/State Award ID Number:** N/A - State Funds  
**Total Federal Award/State Funds Appropriated:** 2018-BG-ST-0025  
**Pass Thru Entity Name:** \$25,000,000.00  
**Is the Award R&D:** Texas Office of the Governor – Criminal Justice Division (CJD)  
**Federal/State Award Description:** No  
N/A - State Funds

## List of Application Errors and Incomplete Information

Item(s) that Need to be Resolved

Tab Name

## List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement

Date  
Created

Date Met

Hold  
Project  
FundsHold  
Line  
Item  
Funds

**ORDINANCE NO. 2018-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2017-2018 BUDGET TO ACCEPT AND EXPEND AN OFFICE OF THE GOVERNOR CRIMINAL JUSTICE DIVISION BODY ARMOR GRANT.**

**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 2017-2018 budget be amended as follows:

**CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT**

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
<b>Fund 083 Criminal Justice Division Office of Governor Grant</b>					
<b>Revenues</b>					
4-0000		State Grants	72010	\$ 42,930	
<b>Expenses</b>					
5-2102	Police	Minor Equipment	21700	\$ 42,930	

[To amend the City of Kingsville FY 17-18 Budget to include an Office of the Governor, Criminal Justice Division Grant for the Rifle-Resistant Body Armor Grant as per the attached memo from the Police Chief.]

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 22<sup>nd</sup> day of January, 2018.

**PASSED AND APPROVED** on this the \_\_\_ day of \_\_\_\_\_, 2018.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

## **AGENDA ITEM #5**

## City of Kingsville Public Works

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TO: Mayor and City Commissioners  
CC: Jesus A. Garza, City Manager  
FROM: William Donnell, Public Works Director  
DATE: January 12, 2018  
SUBJECT: Budget Amendment Landfill Division

---

### **Summary:**

This budget amendment allocates funding to the current year landfill budget for engineering services. The Permit Amendment required additional storm drainage remediation.

### **Background:**

The Landfill permit amendment has been in the process for several years but is very close to finalization and submittal to TCEQ. One of the last issues being addressed with TCEQ before the permit amendment is submitted is the conveyance of storm water over the existing liner at the south end of Sector 1. In 1991 or thereabout, the City received approval from TCEQ to place the liner closer than design standard to the property line. Naismith/Hanson Engineering went to the TCEQ archives in Austin and found documentation granting approval for the liner location and installation. A meeting took place with TCEQ in Austin where Naismith/Hanson Engineering presented a conceptual design to convey storm water in a lined trench over the existing trash liner that is favorable to the City and was tentatively approved by TCEQ to proceed with design and submit with the permit amendment.

### **Financial Impact:**

This budget amendment for Engineering Services will reallocate funding of \$40,000.00 from General Fund- Fund Balance to 001-5-1703-31400 for additional engineering services pertaining to storm drainage conveyance for the Landfill permit amendment.

### **Recommendation:**

Staff recommends approval of this budget amendment to cover this unforeseen engineering expense during the Landfill permit amendment process.



**ORDINANCE NO. 2018-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2017-2018 BUDGET FOR ADDITIONAL ENGINEERING SERVICES FOR THE LANDFILL.**

**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 2017-2018 budget be amended as follows:

**CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT**

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
<b>Fund 001 General Fund</b>					
<b>Equity</b>					
2-		Unassigned Fund Balance	61002		\$ 40,000
<b>Expenses</b>					
5-1703	Landfill	Professional Services	31400	\$ 40,000	

[To amend the City of Kingsville FY 17-18 Budget for additional engineering services to complete the landfill permit amendment as per the attached memo from the Public Works Director.]

II.

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

III.

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

IV.

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

**INTRODUCED** on this the 22<sup>nd</sup> day of January, 2018.

**PASSED AND APPROVED** on this the \_\_\_ day of \_\_\_\_\_, 2018.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

## **AGENDA ITEM #6**

**City of Kingsville**  
**Department of Planning and Development services**

**To:** Mayor and City Commissioners  
**CC:** Jesus A. Garza, City Manager  
**FROM:** Tom Ginter, Director  
**DATE:** January 16, 2018  
**SUBJECT:** Budget Amendment for Defense Economic Adjustment Assistance Grant (DEAAG) from the Texas Military Preparedness Commission (TMPC)

---

**Summary:** The Department of Planning and Development Services request an ordinance amending the 2017-2018 budget for the purpose of purchasing of land next to the Naval Air Station – Kingsville to prevent encroachment.

**Background:** The TMPC has been awarding grants to military communities to assist them with projects that would help that particular base. In our case after discussion with the personnel from the air station, it was determined that purchasing land to prevent encroachment is a priority. Consequently we submitted a grant application to do that. This is a cost reimbursement grant with a 20% match from the City of Kingsville. Here are the grant dollars:

State	\$143,616	80%
City	\$35,904	20%
Total	\$179,520	

**Financial Impact:** The matching funds of \$35,904 will be the financial impact to the city. It is likely that some of the \$35,904 will be accounted for as in house cost due to city personnel doing some work. The state funds of \$143,616 will be on a reimbursement basis.

**Recommendation:** It is believed that by purchasing this land to prevent encroachment is our biggest concern for the future. It is important for the city to do what we can to ensure that Naval Air Station – Kingsville continues to be a part of Kingsville. The recommendation is to approve the budget amendment.



**ORDINANCE NO. 2018-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2017-2018 BUDGET TO ACCEPT AND EXPEND A DEFENSE ECONOMIC ADJUSTMENT ASSISTANCE GRANT (DEAAG) FOR LAND PURCHASE NEAR NAVAL AIR STATION-KINGSVILLE TO PREVENT ENCROACHMENT.**

**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 2017-2018 budget be amended as follows:

**CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT**

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
<b>Fund 001 General Fund</b>					
<b>Equity</b>					
2-		Unassigned Fund Balance	61002		\$ 35,904
<b>Expenses</b>					
5-6900	Fund Trsfrs	Transfer To Fund 084	80084	\$ 35,904	
<b>Fund 084 - Defense Economic Adjustment Assistance Grant (DEAAG) Fund</b>					
<b>Revenues</b>					
4-0000		State Grants	72010	\$ 143,616	
4-0000		Transfer From Fund 001	75001	\$ 35,904	
<b>Expenses</b>					
5-1030		Land Purchase	71405	\$ 179,520	

[To amend the City of Kingsville FY 17-18 Budget to include a Defense Economic Adjustment Assistance Grant to purchase land next to Naval Air Station Kingsville to prevent encroachment as per the attached memo from the Planning and Economic Development Services Director.]

II.

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

III.

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

IV.

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

**INTRODUCED** on this the 22<sup>nd</sup> day of January, 2018.

**PASSED AND APPROVED** on this the \_\_\_ day of \_\_\_\_\_, 2018.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# **AGENDA ITEM #7**

**City of Kingsville  
Legal Department**

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TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Courtney Alvarez, City Attorney

DATE: January 25, 2018

SUBJECT: 15<sup>th</sup> Annual Ride on the Wild Side Charity Bike Event

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**Summary:**

The Noon Lion's Club is seeking the City's sponsorship in the Annual Ride on the Wild Side charity bike tour through the King Ranch on April 28, 2018. This will be the 15<sup>th</sup> year the City has participated in this event.

**Background:**

The Noon Lion's Club requests the City participate by allowing the use of city streets for the tour, providing cones and one police officer to escort the riders as they go through town (if needed), and having an ambulance on stand-by for the event. The City's participation will allow the KCVB to obtain an insurance rider, which is required by the Ranch. The bike route will be well staffed with Noon Lion's Club volunteers and other volunteers as well. Proceeds from this charity bike ride benefit the Lion's Disabled Children's Camp in Kerrville, of which Kingsville disabled children directly benefit.

The Noon Lion's Club requests the City participate by allowing the use of city streets for the tour, providing cones and one police officer to escort the riders as they go through town (if needed), and having an ambulance on stand-by for the event. The City's participation will allow the KCVB to obtain an insurance rider, which is required by the Ranch. The bike route will be well staffed with Noon Lion's Club volunteers and other volunteers as well. Proceeds from this charity bike ride benefit the Lion's Disabled Children's Camp in Kerrville, of which Kingsville children directly benefit.

P.1



**City of Kingsville  
Legal Department**

Also, as was done previously, the King Ranch is requesting the City execute the attached Permission and Indemnity Agreement for this year's bike ride as well.

**Financial Impact:** None.

**Recommendation:** Authorize participation in the event and approve execution of the indemnity agreement with the King Ranch.

P.2



### PERMISSION AND INDEMNITY AGREEMENT

In consideration for King Ranch, Inc.'s permission (evidenced by its execution below) for a portion of the Ride On The Wild Side Charity Bike Ride (or similarly named event) ["Bike Ride"] (with participation/sponsorship by the Kingsville Noon Lions Club & the City of Kingsville) to be held on the premises of King Ranch, Inc. in or about April 28<sup>th</sup> of 2018, the sufficiency and adequacy of which consideration is hereby acknowledged, the City of Kingsville, Texas, hereby unconditionally and irrevocably agrees to defend, indemnify and hold harmless King Ranch, Inc., its directors, employees, shareholders and agents from and against any and all claims based on, or arising out of, personal injury (including death) to, and/or property damage of, any of the participants, support personnel or other individuals participating in, observing as by-stander of, or providing organizational or other support or safety services for, the above Bike Ride, including the arrival to or departure from the above Bike Ride and all other ancillary and related activities related to the Bike Ride. **The foregoing defense, indemnity and holding harmless shall apply in full force and effect despite any sole, joint or concurrent negligence, strict liability or other fault of any of the above indemnified persons.**

At least 30 days prior to the Bike Ride, the City of Kingsville shall provide a certificate of insurance to King Ranch, Inc. in a form and from an insurer acceptable to King Ranch, Inc. showing contractual indemnity insurance coverage in the amount of at least \$5,000,000 per claim or occurrence for general liability, automobile liability and law enforcement liability, to cover this contractual indemnity agreement. Such certificate shall require the insurer to provide King Ranch, Inc. at least 30 days prior written notice of any change, deletion or expiration to such coverage and terms and such insurance and certificate shall indicate that such coverage for the contractual indemnitees is primary and shall respond without contribution from any other insurance of such indemnitees.

The Bike Ride's sponsors shall obtain and provide King Ranch, Inc. waivers of liability, on forms approved by King Ranch, Inc., executed by all Bike Ride participants in the Bike Ride.

Executed this 24th day of January, 2017.

City of Kingsville, Texas, by:

King Ranch, Inc.

\_\_\_\_\_  
Name

William J. Gardiner  
Name William J. Gardiner

\_\_\_\_\_  
Title

Senior VP/CFO

\_\_\_\_\_  
Title

## **AGENDA ITEM #8**

**City of Kingsville**  
**Department of Planning and Development services**

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TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Tom Ginter, Director

DATE: January 31, 2018

SUBJECT: Reappointment of Ramon Perez to Joint Airport Zoning Board (JAZB)

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**Summary:** The JAZB has five (5) members on the board. Two are appointed by the City of Kingsville, 2 by the Kleberg County and the fifth appointed among the other four. It is time for the City to reappoint if it desires Ramon Perez. The term is for 2 years. Attached is a copy of the resolution concerning this action.

**Background:** Ramon Perez has been representing the City on this board for 1 term He has been contacted and desires to continue serving on this board.

**Financial Impact:** None

**Recommendation:** Reappoint Ramon Perez to the JAZB



**RESOLUTION R2010-03**

**A RESOLUTION AUTHORIZING THE CREATION OF A JOINT AIRPORT ZONING BOARD AND INVESTING SUCH JOINT AIRPORT ZONING BOARD WITH THE POWERS SUCH BOARDS ARE AUTHORIZED TO EXERCISE UNDER THE PROVISION OF THE AIRPORT ZONING ACT, TEXAS LOCAL GOVERNMENT CODE §§ 241.001 ET SEQ.**

**WHEREAS**, the City Commission of the City of Kingsville recognizes that the continued operation of Naval Air Station Kingsville (NAS Kingsville) is important to the economy of the City of Kingsville, Kleberg County, and the region and that its future operational capacity should be protected because it fulfills an essential community purpose; and

**WHEREAS**, a joint airport zoning board is necessary to coordinate future planning efforts of the City of Kingsville and Kleberg County to avoid airport hazards and to maintain the operational capacity of NAS Kingsville;

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

1. The City Commissioners of the City of Kingsville, Texas, as authorized by the provisions of the Airport Zoning Act, Texas Local Government Code, §§ 241.001 et seq., hereby creates a joint airport zoning board to be known as the Kingsville-Kleberg County Joint Airport Zoning Board, which board shall have the powers and exercise the duties set forth in Texas Local Government Code, §§ 241.014.
2. The Kingsville-Kleberg County Joint Airport Zoning Board shall be composed of five (5) members, two (2) members to be appointed by the County Commission of Kleberg County, Texas; two (2) members to be appointed by the City Commission of the City of Kingsville; and, one (1) member elected by a majority of the members so appointed and said fifth member shall serve as chairman of the said Kingsville-Kleberg County Joint Airport Zoning Board.
3. Exercising its rights as an appointing authority, the City Commission of the City of Kingsville, Texas, shall appoint, by a majority vote, two members to a new joint airport zoning board. The initial term for one member shall be three years and a term of two years for the second member. Subsequent terms for both members shall be two years.
4. This resolution shall be in full force and effect from and after its passage by this City Commission.

# **REGULAR AGENDA**

## **AGENDA ITEM #9**

# CITY OF KINGSVILLE



P. O. BOX 1458 - KINGSVILLE, TEXAS 78364  
TOURISM & HERITAGE

**Date:** February 5, 2018

**To:** City Commission via City Manager Jesus Garza

**CC:** Courtney Alvarez, City Attorney and Mary Valenzuela, City Secretary

**From:** Leo H. Alarcon, Director of Tourism Services for Mayor Sam Fugate

**Summary:**

Eddie Aguilera and Jaime Cantu with Solid Knockout Promotions are requesting a complete fee waiver of all fees involved with the rental of the J. K. Northway Expo Center for a boxing event they are promoting and scheduled to take place on February 17, 2018. Additionally, they are requesting marketing assistance from Tourism marketing dollars.

**Background:**

On October 1, 2016 the J. K. Northway Expo Center and grounds were transferred to the City of Kingsville Tourism Services Department. Prior to that the Parks System along with the Expo Center facilities and grounds were transferred from Kleberg County through an inter-local agreement which took effect October 1, 2014. This venue hosts a variety of events during the year through its rental contract. The J. K. Northway Expo Center facilities and grounds are kept looking decent and presentable despite its decaying appearance inside and out. The Tourism department has one full-time worker housed at the Coliseum and his daily duties include maintaining the Coliseum, mowing and weeding the entire fairgrounds surrounding the facilities and is scheduled to attend evening and weekend events. Three other temporary workers are brought in to handle large events. Both the Parks and Public Works departments within the City of Kingsville assist during livestock and other large events.

**Financial Impact:**

Fees being requested for waiver:

J.K. Northway Daily Rental Rate: \$1,500

Additional Hourly Rental Rate: \$ 150

Concessions Fee (if applicable): 15% of Sales or flat fee of \$1000 per event

*Example: 2017 Pro Bull Riding 2-day event paid 15% concession fee of:*

*\$1,126.95 beer sales*

*\$ 641.40 food sales*

*\$1,768.35 Total*

Marketing Assistance available up to \$1,500, providing receipts paid for marketing event.



# **AGENDA ITEM #10**

**RESOLUTION NO. 2018-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO THE 2018 ELECTION SERVICES AGREEMENT BETWEEN THE CITY OF KINGSVILLE AND KLEBERG COUNTY CLERK; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville ("City") has previously entered into an Election Services Agreement with the Kleberg County Clerk for the 2016 City General Election and found it to be useful but that agreement has expired; and

**WHEREAS**, the City will be holding a City General Election in May of 2018 and would like to engage the election services of the Kleberg County Clerk and use of the voting equipment and poll pads; and

**WHEREAS**, state laws (Texas Government Code Chapter 791 and Local Government Code Chapter 271) allow governing bodies, like the City and County, to enter into agreements like this one to take advantage of contracts for services for the benefit of the entities; and

**WHEREAS**, the City has previously entered into a services agreement like this and found it to be useful; and

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

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

I.

**THAT** the City Manager is authorized and directed as an act of the City of Kingsville, Texas to enter into the 2018 Election Services Agreement between the City of Kingsville and Kleberg County Clerk in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

**PASSED AND APPROVED** by a majority vote of the City Commission on the  
12th day of February, 2018.

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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

**2018 Election Services Agreement**  
**Between**  
**City of Kingsville**  
**And**  
**Kleberg County Clerk**

This AGREEMENT is made and entered into by and between the City of Kingsville and the Kleberg County Clerk for the leasing and supervision of the Election System & Software Corp. (ES&S) Direct Recording Electronic Voting Machines and providing services associated with the Election Reporting Manager/Central Counting Station and the tabulation of ballots for the General Election of the City of Kingsville.

This AGREEMENT is entered into in consideration of the mutual covenants and agreements hereinafter set out. IT IS AGREED AS FOLLOWS:

**I. ADMINISTRATION**

Under the legislative Help America Vote Act (HAVA) compliancy requirement for Texas School and City elections, ES&S has set standard requirements implementing new procedures. Kleberg County having ownership of the HAVA required voting machines, ES&S has requested that when under contract with other county jurisdictions that Kleberg County coordinate all of the City of Kingsville and Kleberg County school districts elections through the entire election information process cycle, including ballot and programming needs with ES&S. The Kleberg County Clerk and/or the Staff designee are assigned to be the point of contact for Kleberg County with ES&S during all election cycles. Kleberg County Clerk agrees to lease equipment for the election and tabulating the election with the Central Counting Station aka Election Reporting Manager located in the Kleberg County Clerk's office and in accordance with the provisions of the Texas Election Code and as outlined in this agreement. City of Kingsville agrees to pay ES&S for all costs associated with this election including supplies, programming and ballot production costs and to pay the Kleberg County Clerk for the lease of equipment, services, administrative fees and other costs. Kleberg County Clerk and staff will only serve as administrators for the Central Counting Station and the supervision of the Direct Recording Electronic Voting Machines and Poll Pads; however, the City of Kingsville remains responsible for the lawful conduct of their election.

**II. LEGAL DOCUMENTS**

City of Kingsville will provide copies of pertinent orders and/or resolutions to Kleberg County Clerk. City of Kingsville will be responsible for preparation and adoption and publication of all required election orders, resolutions, notices and any other pertinent documents required by their respective governing body.

### III. DIRECT RECORDING ELECTRONIC VOTING MACHINES

Paper ballots are used as the primary way of voting in Kleberg County. Votes from hand-marked paper ballots are entered into precinct electronic voting devices. City of Kingsville agrees that voting will be by use of paper ballots and a direct recording electronic voting system will be used for tabulation. The system was previously approved by the Secretary of State in accordance with the Texas Election Code.

Kleberg County Clerk will be responsible for the preparation of the programming and City of Kingsville will be responsible for testing of the direct recording electronic system for tabulating the ballots with the assistance of the Kleberg County Clerk.

City of Kingsville will be responsible for the delivery of the voting equipment to each polling place before the Election Day and the pickup of the voting equipment on the next business day after the Election Day.

### IV. VOTING LOCATIONS

City of Kingsville will solely select and arrange for the use of and payment for all voting locations.

### V. ELECTION JUDGES, CLERKS AND OTHER ELECTION PERSONNEL

City of Kingsville will solely be responsible for the appointment of the presiding judge and alternate for each polling location. City of Kingsville shall arrange for the training and compensation of all presiding judges and clerks. City of Kingsville will compensate the Kleberg County Clerk staff individually for time worked on the General Election after normal business hours.

The election judges are responsible for picking up election supplies at the time and place determined by the City of Kingsville.

### VI. RETURNS OF ELECTIONS

Kleberg County Clerk will be responsible for establishing and operating the Central Counting Station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003 and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Manager: Stephanie G. Garza or Pattie Garcia  
Kleberg County Clerk/Staff Deputy

Tabulating Supervisor: Stephanie G. Garza or Ofie Gutierrez  
Kleberg County Clerk/Staff Deputy

Presiding Judge: Mary Valenzuela or designee  
City of Kingsville Secretary or designee

The manager or his/hers representative will deliver timely cumulative reports of the election results as polling locations are tabulated. The manager will be responsible for releasing cumulative totals and polling locations returns from the election to the Presiding Judge appointed by the City of Kingsville.

Kleberg County Clerk will prepare the unofficial canvass report after all polling locations have been counted, and will provide a copy of the unofficial canvass to the City of Kingsville as soon as possible after all returns have been tabulated, but not later than 10:00 a.m. the 3<sup>rd</sup> day following the election. City of Kingsville will be responsible for the official canvass of their respective election.

#### VII. ELECTION EXPENSES

Costs incurred for paper ballots and programming will be paid to ES&S by the City of Kingsville. The Kleberg County Commissioners Court set the leasing of the DRE (Direct Recording Electronic) voting equipment cost at \$250 per machine for leasing to any and other county jurisdictions. City of Kingsville shall pay to Kleberg County Clerk the rental fee set forth for voting equipment. And in the event that staff is needed to complete the job during early voting, election-day, and any required recount of votes for this election, together with an additional administrative fee not to exceed ten percent (10%) of the total amount of the contract, as allowed by Texas Election Code, Section 31.100(d).

- a. KnowInk Poll Pad Non-Maintenance Cost: Any non-maintenance repairs are to be paid by the other jurisdiction(s) that damaged the Poll Pad.
- b. Pad Locks: Pad Locks and Keys will be provided to secure the ballot box in which the M100 sits on. Pad Locks and/or Keys lost are to be replaced by the jurisdiction(s) that misplaced them.

A final bill will be provided to the City of Kingsville as soon as all invoices are collected from ES&S and copies given to the Kleberg County Clerk or within thirty (30) days following election-day.

#### VIII. PAYMENT OF FUNDS

City of Kingsville agrees to pay the Kleberg County Clerk within thirty (30) days of receipt of the final bill from the Kleberg County Clerk.

Final payment should be delivered within the mandatory time frames to:

Stephanie G. Garza  
County Clerk  
Kleberg County  
PO Box 1327  
Kingsville, Texas 78364

#### IX. CONTRACT WITHDRAWAL

If City of Kingsville certifies their election in accordance with Section 2.051, 2.052 and 2.053 of the Texas Election Code, they may withdraw from this contract. Any share of their expenditures incurred prior to withdrawal shall be billed to City of Kingsville.

#### X. NOTICE

Whenever this agreement requires any consent, approval notice, request or demand, it must be in writing to be effective and shall be delivered to the party intended to receive it. Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is received by the receiving party via certified mail - return receipt requested, facsimile, or hand-delivery with signature confirmation of receipt by an authorized employee of the receiving party. The parties to this contract are as follows:

If to the County:  
Stephanie G. Garza  
County Clerk  
Kleberg County  
PO Box 1327  
Kingsville, Texas 78364  
361.595.8548

If to the City of Kingsville:  
Mary Valenzuela  
City Secretary  
City of Kingsville  
400 W. King Ave./P.O. Box 1458  
Kingsville, TX 78363  
361.595.8002

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Recommended for Approval by:  
Stephanie G. Garza  
Kleberg County Clerk

ACCEPTED AND AGREED TO BY CITY OF KINGSVILLE:  
APPROVED:

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Jesús A. Garza, City Manager  
City of Kingsville

ATTEST:

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Mary Valenzuela, City Secretary  
City of Kingsville

ACCEPTED AND AGREED TO BY THE KLEBERG COUNTY CLERK:  
APPROVED:

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Stephanie G. Garza, Kleberg County Clerk

ATTEST:

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Connie Martinez, Chief Deputy

# **AGENDA ITEM #11**

**City of Kingsville**  
**Purchasing Department**

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TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Charlie Sosa Purchasing Manager

DATE: January 31, 2018

SUBJECT: CDBG Disaster Recovery 2016 GLO Grant Administration

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**Summary:**

This item authorizes the City to negotiate a contract with Grant Works, for Grant Administration services for the CDBG Disaster Recovery 2016 GLO Grant for the City of Kingsville.

**Background:**

We published a Request for Qualifications #18-08 in the newspaper on December 17, 2017 and December 24, 2017. Responses were accepted until 2:00 PM on January 18, 2017. Three responses were received from Grant Works of 2201 Northland Drive Austin Texas, 78756, Provision Specialized Resources, LLC. of 1901 Post Oak Park Drive Houston Texas 77027 and Pro-Source Technologies, LLC. of 9219 East River Road Minneapolis MN., 55433. Staff reviewed the responses received and found the information received to be responsive. The CDBG Disaster Recovery 2016 GLO Grant Selection Review Committee reviewed qualifications and scored the three firms based on the Administration/Professional Service Rating Sheet provided by the 2015-2016 GLO-CDR Procurement Checklist. The firms were scored based on a point evaluation system. Based on the scoring by the Committee, the highest ranked firm was Grantworks of 2201 Northland Drive Austin Texas, 78756, and determined to be the most highly qualified provider based on the Administration/Professional Service Rating Sheet. The CDBG Disaster Recovery 2016 GLO Grant Evaluation Committee recommends Grant Works for the City of Kingsville Grant Administration Services. The CDBG Disaster Recovery 2016 GLO Grant Evaluation Committee consisted of, Jesus Garza, Courtney Alvarez, and Deborah Balli, Charlie Sosa and Sharam Santillan.

**Financial Impact:**

None at this time.

**Recommendation:**

It is recommended that the City Commission: 1) award the Grant Administration services RFQ 18-08 to Grant Works and 2) authorizes staff to negotiate a contract with Grant Works of 2201 Northland Drive Austin Texas for Grant Administration Services for the City of Kingsville in the event the City is successful in receiving CDBG Disaster Recovery 2016 GLO Grant funding awarded to the City, and that will be brought back to the City Commission for approval at a future meeting.



→ Committee Administration	Jesus	Deborah	Sharam	Courtney	Charlie	Total
<b>Grantworks</b>	100	90	100	95	95	<b>96</b>
Provision	90	75	75	85	90	<b>83</b>
Pro-Source	90	80	80	55	85	<b>78</b>

#### Engineering

LJA Engineering	100	95	90	90	90	<b>93</b>
<b>LNV Engineering</b>	95	100	95	100	95	<b>97</b>
SAMES Engineering	95	90	85	85	75	<b>86</b>
S&B Info	70	70	80	75	75	<b>74</b>
KSA Engineering	70	70	90	75	85	<b>78</b>
Govind Engineering	70	70	85	75	90	<b>78</b>

#### Committee Members

City Manager	Jesus Garza
City Attorney	Courtney Alvarez
Finance Director	Deborah Balli
Purchasing Manager	Charlie Sosa
Engineering	Sharam Santillan

## **AGENDA ITEM #12**

**City of Kingsville  
Purchasing Department**

---

TO: Mayor and City Commissioners  
CC: Jesus A. Garza, City Manager  
FROM: Charlie Sosa Purchasing Manager  
DATE: January 31, 2018  
SUBJECT: CDBG Disaster Recovery 2016 GLO Engineering Services

---

**Summary:**

This item authorizes the City to negotiate a contract with LNV Engineering, for Engineer/Architect/Surveyor services for the CDBG Disaster Recovery 2016 GLO Grant for the City of Kingsville.

**Background:**

We published a Request for Qualifications #18-07 in the newspaper on December 17, 2017 and December 24, 2017. Responses were accepted until 2:00 PM on January 18, 2017. Six responses were received from LJA Engineering, LNV Engineering, SAMES Engineering, S&B Infrastructure, KSA Engineering, and Govind Development LLC. Staff reviewed the responses received and found the information received to be responsive. The CDBG Disaster Recovery 2016 GLO Grant Selection Review Committee reviewed qualifications and scored the six firms based on the Engineer/Architect/Surveyor Service Rating Sheet provided by the 2015-2016 GLO-CDR Procurement Checklist. The firms were scored based on a point evaluation system. Based on the scoring by the Committee, the highest ranked firm was LNV Engineering of 801 Navigation BLVD. Corpus Christi, Texas, 78408, and determined to be the most highly qualified provider based on the Engineer/Architect/Surveyor Service Rating Sheet. The CDBG Disaster Recovery 2016 GLO Grant Evaluation Committee recommends LNV Engineering for the City of Kingsville Engineer/Architect/Surveyor Services. The CDBG Disaster Recovery 2016 GLO Grant Evaluation Committee consisted of, Jesus Garza, Courtney Alvarez, and Deborah Balli, Charlie Sosa and Sharam Santillan.

**Financial Impact:**

None at this time.

**Recommendation:**

It is recommended that the City Commission: 1) award the Engineer/Architect/Surveyor services RFQ 18-07 to LNV Engineering and 2) authorizes staff to negotiate a contract with LNV Engineering of 801 Navigation BLVD. Corpus Christi, Texas, 78408 for Grant Administration Services for the City of Kingsville in the event the City is successful in receiving CDBG Disaster Recovery 2016 GLO Grant funding awarded to the City, and that will be brought back to the City Commission for approval at a future meeting.



Committee Administration	Jesus	Deborah	Sharam	Courtney	Charlie	Total
Grantworks	100	90	100	95	95	96
Provision	90	75	75	85	90	83
Pro-Source	90	80	80	55	85	78

→ Engineering

LJA Engineering	100	95	90	90	90	93
LNV Engineering	95	100	95	100	95	97
SAMES Engineering	95	90	85	85	75	86
S&B Info	70	70	80	75	75	74
KSA Engineering	70	70	90	75	85	78
Govind Engineering	70	70	85	75	90	78

Committee Members

City Manager	Jesus Garza
City Attorney	Courtney Alvarez
Finance Director	Deborah Balli
Purchasing Manager	Charlie Sosa
Engineering	Sharam Santillan

## **AGENDA ITEM #13**

**City of Kingsville  
Purchasing Manager**

---

TO: Mayor and City Commissioners  
CC: Jesus A. Garza, City Manager  
FROM: Charlie Sosa Purchasing Manager  
DATE: February 2, 2018

SUBJECT: Recommendation to award the Resurfacing Greens, Sprigging, and Bunker Renovations at the L.E. Ramey Golf Course through Buyboard Contract: Grounds Maintenance Equipment, Irrigation Parts, Supplies and Installation, Proposal No. 529-17

---

**Summary:**

This item authorizes the construction of Resurfacing Greens, Sprigging, and Bunker Renovations at the L.E. Ramey Golf Course.

**Background:**

Staff reached out to several companies on the Buyboard Cooperative Purchasing Program that would be interested in submitting proposals for these projects. We received a total of one (1) responsive proposal from Greenscapes Six. After reviewing the proposal staff has selected Greenscapes Six proposal. Greenscapes Six as a registered vendor through the Buyboard Cooperative Purchasing Program, Buyboard Contract: Grounds Maintenance Equipment, Irrigation Parts, Supplies and Installation, Proposal No. 529-17. Scope of work to include approximately 115,000 Sq. ft. (Square Feet) strip dead grass and one (1") inch of sand material, till and install one (1) inch sand material, till compact and finish grade greens surface, sprig greens provided by Greenscape Six and approximately 40,000 Sq. ft. (Square Feet) of bunker renovations including remove and dispose of existing sand, reconstruction of bunker cavity, installation of salvage drainage pipe, installation of bunker sand, finish grading, and installation of sod. Local Government Code 271 Subchapter F allows for the use of a cooperative purchasing program, specifically section 271.102 (c), states, "A local government that purchases good and service under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of goods and service." Therefore, competitive bidding statutes have been met.

**Financial Impact:**

The financial impact will be \$224,660.13.00 for the construction and installation of Resurfacing Greens at the L.E. Ramey Golf Course. A total of \$225,000.00 in funding is available through account 033-5-4502-71215 Golf Course Improvements.

**Recommendation:**

It is recommended the City contracts with Greenscape Six, 3727 Autumn Lane, Baytown, Texas 77521.



**Greenscapes Six**

3727 Autumn Lane  
Baytown, Texas 77521  
Buyboard Vendor # 4582

**Proposal**

Date:	2/1/2018
Proposal #	2018-20101
Customer #	2018-LERAM

**Proposal For:**

LE Ramey  
2522 E. Escondido  
Kingsville, Texas 78363

**Contact:**

Richard Flores  
361-219-8008  
[rflores@cityofkingsville.com](mailto:rflores@cityofkingsville.com)

**Greens Renovation**

Bid Item	Bid Item Description	Quantity	Unit	Unit Price	Total
	<b>Greens Resurfacing</b>				
1	Spray and Kill Existing Turf (By GC)	1	LS	\$ -	\$ -
2	Strip Dead Grass and 1" of Sand Material	115,000	SqFt	\$ 0.15	\$ 17,250.00
3	Till and Install 1" of Sand Material	115,000	SqFt	\$ 0.32	\$ 36,800.00
4	Till, Compact and Finish Grade Greens Surface	115,000	SqFt	\$ 0.22	\$ 25,300.00
5	Sprig Greens	115,000	SqFt	\$ 0.61	\$ 70,150.00

Sub Total \$ 149,500.00

Sales Tax \$ -

Other Comments
Invoices will be submitted at the completion of project or the end of the current month. Payment will be made by the 15th of the following month 25% of each line item will be Invoiced upon acceptance of this proposal. Due to variations in material pricing this proposal is valid for 30 days from date of this proposal. SAND IS LOCALLY SUPPLIED FOR \$21.00 per Ton

Grand Total \$ 149,500.00

Greenscapes Six Representative

Client Representative



## Greenscapes Six

3727 Autumn Lane  
Baytown, Texas 77521  
Buyboard Vendor # 4582

## Proposal

Date:	2/1/2018
Proposal #	2018-20102
Customer #	2018-LERAM

### Proposal For:

LE Ramey  
2522 E. Escondido  
Kingsville, Texas 78363

### Contact:

Richard Flores  
361-219-8008  
[rflores@cityofkingsville.com](mailto:rflores@cityofkingsville.com)

### LE Ramey Bunker Renovation

Bid Item	Bid Item Description	Quantity	Unit	Unit Price	Total
	<b>Bunker Renovation</b>				
1	Removing and Disposing of Existing Sand	40,000	Sq.Ft.	\$ 0.19	\$ 7,534.74
2	Salvaging Existing Sub-Surface Drainage Pipe	40,000	Sq.Ft.	\$ 0.16	\$ 6,278.95
3	Reconstitution of Bunker Cavity	40,000	Sq.Ft.	\$ 0.20	\$ 8,072.93
4	Installation of Salvaged Drainage Pipe and Fittings	40,000	Sq.Ft.	\$ 0.13	\$ 5,137.32
5	Installation and Compaction of Bunker Sand	40,000	Sq.Ft.	\$ 1.06	\$ 42,328.23
6	Finish Grading of Disturbed Areas	8,000	Sq.Ft.	\$ 0.16	\$ 1,255.79
7	Installation fo Sod in Disturbed Areas	8,000	Sq.Ft.	\$ 0.57	\$ 4,552.17

Sub Total \$ 75,160.13

Sales Tax

### Other Comments:

Invoices will be submitted at the completion of project or the end of the current month.

Payment will be made by the 15th of the following month  
25% of each line item will be Invoiced upon acceptance of this proposal.

Due to variations in material pricing this proposal is valid for 30 days from date of this proposal.

**BUNKER SAND LOCALLY SUPPLIED AT \$21.00/TON**

Grand Total \$ 75,160.13

Greenscapes Six Representative

Client Representative

## **AGENDA ITEM #14**

**City of Kingsville  
Planning Department**

---

TO: Mayor and City Commissioners  
CC: Jesus A. Garza, City Manager  
FROM: Cynthia Martin, Downtown Manager  
DATE: January 31, 2017  
SUBJECT: Façade grant for 321 E. Kleberg Ave.

---

**Summary:** Mr. Adelmo Luera and Mrs. Yolanda Luera have applied for a façade grant for roof replacement and façade repair for their building at 321 E. Kleberg Ave.

**Background:** The roof on the building at 321 E. Kleberg Ave. leaks creating damage to the building. The façade of the building is clad in Vitrolite tiles, a historic glass tile. The owners wish to replace broken tiles to restore the appearance of the building's unique façade.

**Financial Impact:** The project cost is estimated at \$11,500 with a grant amount of \$5,750 (50% of the project cost).

**Recommendation:** It is recommended that City Commission approve this grant request.



APPLICATION

Project Title: Fix facade of Building and fix Leaking roof. Date Prepared: 11-05-2017  
Owner: Adelmo & Yolanda Luera Phone #: 361 595-5459  
shop 361 595-7717 (shop)

Email Address: \_\_\_\_\_ Individual Corporation Nonprofit Other  
(Circle)

Address: 321 E. Kleberg Ave. - Kingsville

Contact (if different): \_\_\_\_\_ Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_ Individual Corporation Nonprofit Other  
(Circle)

Address: \_\_\_\_\_

Project Location / Address: 321 E. Kleberg Ave. - Kingsville

Legal Description: Orig. Town, Block 51, Lot 11,  
als' Hala Designs

Parcel Number: \_\_\_\_\_ Zoning \_\_\_\_\_

National Register; Texas Landmark; Kingsville Historic Landmark; Contributing Property Other  
(Circle)

Comment: to beautify + bring more business to downtown

Proposed Use: to beautify downtown to attract more business - up lift building

# AGREEMENT

I have read the guidelines and the application for the City of Kingsville Historic District Façade Improvement Grant Program and have met with City staff and I fully understand the terms and conditions that affect the eligibility and possible awards under that program.

I intend to use any grant awarded to me under that program for the project(s) described in the attached application which I believe meet the intended purposes and limitations of the subject program.

I understand that I, as owner of the property, must meet the standards enumerated, that the project must meet guidelines, that the grant must be approved at the sole discretion of the City of Kingsville, that awards are subject to availability of funds and are further subject to inspections by the Historic Preservation Officer and the City Building Official or their designees.

I understand that disbursements are generally made as reimbursements and are made subject to the rules contained in the program guidelines.

I further understand that certain projects may require deed restrictions and/or a grant of easement, as negotiated in advance.

Address/ Description of Property 321 E. Kleberg Ave. (Barber Shop).

Building Owner Name Yolanda + Adelmo Luera

Business Owner Address Yolanda + Adelmo Luera

Signature(s) Adelmo Luera - Yolanda Luera

Date 11-05-2017

For the City of Kingsville

Signature Adelmo Luera Date 11-05-2017

Yolanda Luera

ESTIMATE

11/13/17

321 E.KLEBERG

ADELMO LUERA

TO tear off the roof at the above address

Putting back one ply of basesheet with torch down  
modify and roof cement plastic on the walls.

All this include hauling of the trash, city permit,  
windstorm, materials and labor.

\*ANY ROTTEN LUMBER FOUND AFTER ROOF HAS BEEN  
TORN DOWN WILL BE \$300.00 EXTRA\*

TOTAL-\$7,700.00

Thank You

Juan Construction

{361}228-3556

---

From: Timothy Dunn [mailto:vitrolite@earthlink.net]  
Sent: Friday, December 29, 2017 9:38 AM  
To: Cynthia Martin <CMartin@cityofkingsville.com>  
Subject: Re: 319 E Kleberg, Kingsville

Vitrolite Specialist, Inc.  
2402 Bredell  
St. Louis, MO. 63143

Bid for Vitrolite Materials and shipping:

Two shades of Green	\$ 837.00
Crating and shipping	\$ 250.00
Total Cost	\$ 1,087.00

Thank You,  
Tim Dunn

Ernesto Rodriguez  
1407 E. King  
Kingsville, Texas

Proposal

PROPOSAL NO.	#1
SHEET NO.	
DATE	1-12-2018

PROPOSAL SUBMITTED TO:

WORK TO BE PERFORMED AT:

NAME	Al's hair design	ADDRESS	321 E. Kleberg Ave
ADDRESS	321 E. Kleberg		
	Kingsville, Texas	DATE OF PLANS	
PHONE NO.	361-595-7717	ARCHITECT	

We hereby propose to furnish the materials and perform the labor necessary for the completion of work to be done on Al's Barber Shop. We will Remove broken Glass tile (vitrolete) from the front of building we will then Replace with new glass tile. The material will be provided by the owners we will provide All the labor

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of \$2,000.00

Dollars (\$ ) with payments to be made as follows.

2 equal payments 1.) when work is half way  
2.) when work is finish

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully  
submitted

Per

Note — this proposal may be withdrawn by us if not accepted within days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature

Date

Signature

ACCT # 4-001-051-11012-192  
DATE 03/31/2016  
SD

# DUPLICATE RECEIPT

YEAR 2015 14922



MELISSA T DELAGARZA, PCC  
P O BOX 1457  
KINGSVILLE, TX 78364-1457  
(361) 595-8542

REF #100105111000192

Property Description

PROP TYPE-  
PCT OWNER-

LOCATION- 321 E KLEBERG AVE

ACRS-  
TOWN-

Values

LAND-	IMP-	1.730	AG-	NON AG-	TAXBL-	1.730
-------	------	-------	-----	---------	--------	-------

Monies

TAXING ENTITY	EXEMPTIONS GRANTED: NONE	TAX RATE	TAX LEVY
KLEBERG COUNTY		.815000	14.10
CITY OF KINGSVILLE		.842200	14.57
KINGSVILLE ISD		1.518900	26.28
SOUTH TX WATER AUTH		.083250	1.44

PENALTY-INTEREST 5.08

CHECK # 2439

PAID

\$61.47

LUERA ADELMO G  
ETUX YOLANDA C  
415 E LOTT AVE

ACCT# 4-001-051-11012-192  
YEAR 2015 14922

KINGSVILLE, TX 78363-5670

\*\* THIS IS A PAID RECEIPT \*\*

OWNER NAME: LUERA ADELMO

YEAR 2016 14433

Property Description
----------------------

PROP TYPE-  
PCT OWNER-

ACRS -  
TOWN -

LAND-	IMP-	AG-	NON AG-	TAXBL-	1,730
-------	------	-----	---------	--------	-------

TAXING ENTITY	EXEMPTIONS GRANTED:	NONE	TAX RATE	TAX LEVY
KLEBERG COUNTY	.	.	.828800	14.34
CITY OF KINGSVILLE	.	.	.842200	14.57
KINGSVILLE ISD	.	.	1.518900	26.28
SOUTH TX WATER AUTH	.	.	.082942	1.43

LATE RENDITION PEN	5.66
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CHECK # 091946	PAID	\$62.28
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KINGSVILLE, TX 78363-5670

**\*\* DUPLICATE RECEIPT \*\***

PRINTED 04/10/17 AT 09:08:23 AM

ACCT # 1-001-051-11000-192  
DATE 11/15/2016  
DR

DUPLICATE RECEIPT

YEAR 2016 14434



MELISSA T DELAGARZA, PCC  
P O BOX 1457  
KINGSVILLE, TX 78364-1457  
(361) 595-8542

ORIG TOWN, BLOCK 51, LOT 11, (AL'S HAIR DESIGN)		Property Description		PROP TYPE- PCT OWNER-	
LOCATION- 319 E KLEBERG		ACRS- .080		TOWN-	
Values					
LAND-	3,500	IMP-	20,730	AG-	
		NON AG-	3,500	TAXBL-	24,230
Monies					
TAXING ENTITY		EXEMPTIONS GRANTED: NONE		TAX RATE	TAX LEVY
KLEBERG COUNTY				.828800	200.82
CITY OF KINGSVILLE				.842200	204.07
KINGSVILLE ISD				1.518900	368.03
SOUTH TX WATER AUTH				.082942	20.10

CHECK # 091946

PAID

\$793.02

LUERA ADELMO G  
ETUX YOLANDA C  
415 E LOTT AVE

KINGSVILLE, TX 78363-5670

\*\* DUPLICATE RECEIPT \*\*

OWNER NAME: LUERA ADELMO G

PRINTED 04/10/17 AT 09:08:23 AM

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific  
Instructions on page 2.

Name (as shown on your income tax return)  
*Adelmo Lucero*

Business name/disregarded entity name, if different from above  
*ADS Hair Design*

Check appropriate box for federal tax classification:  
☒ Individual/sole proprietor    ☐ C Corporation    ☐ S Corporation    ☐ Partnership    ☐ Trust/estate  
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
☐ Other (see instructions) ▶ \_\_\_\_\_

Exemptions (see instructions):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_

Address (number, street, and apt. or suite no.)  
*321 E Kellogg Kleberg*

City, state, and ZIP code  
*Kingville TX 78363*

List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number  

4	5	4	-	7	6	-	2	9	6	2
---	---	---	---	---	---	---	---	---	---	---

Employer identification number  

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here    Signature of U.S. person ▶ *Adelmo Lucero*    Date ▶ *12-4-2014*

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on [www.irs.gov/w9](http://www.irs.gov/w9) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

CHAND

HAIR DESIGN

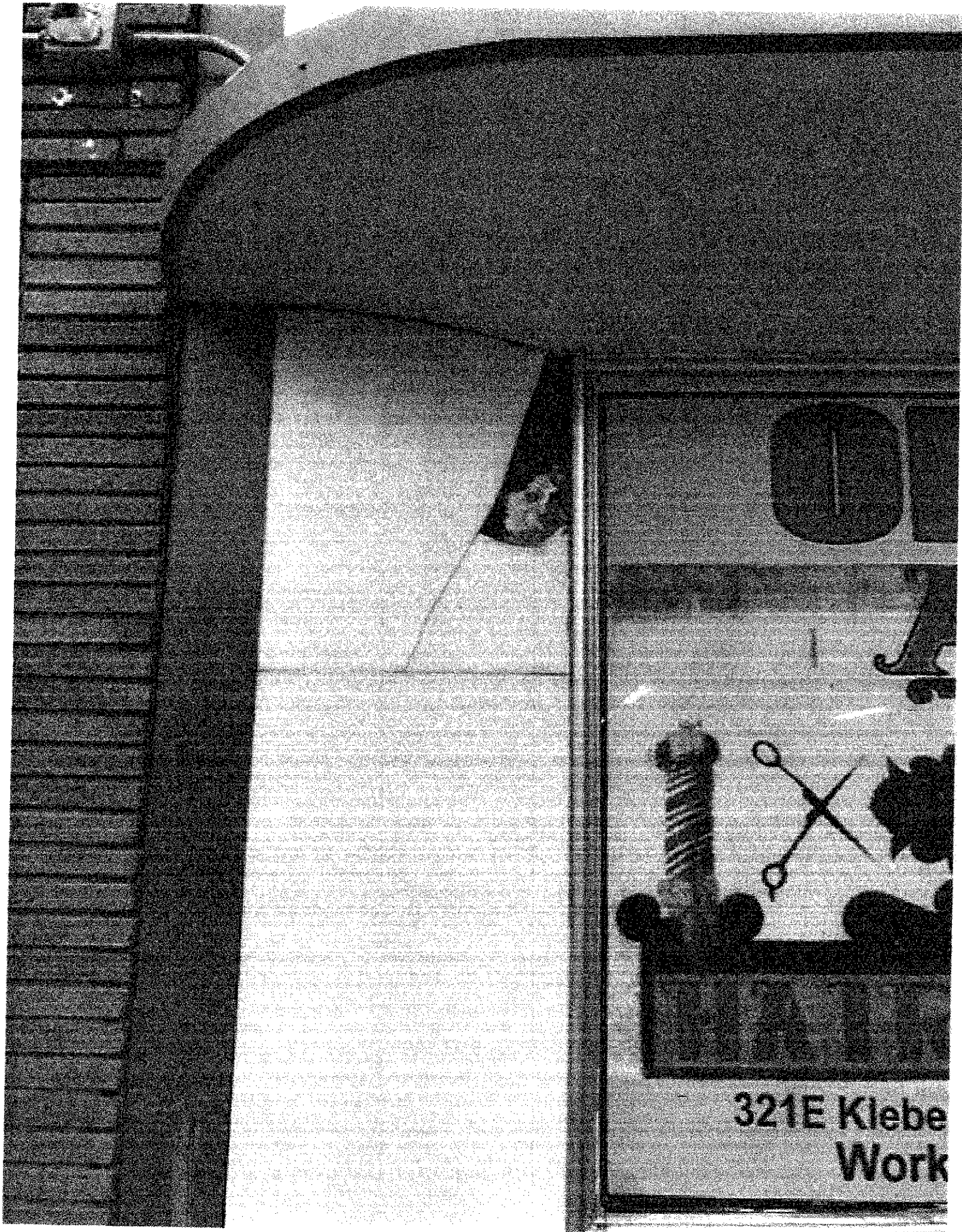
CHAND

HAIR DESIGN

Barber Shop

361-595-7717

QUALITY HAIR CUTS



321E Kleberg Kingsville,  
Work: (361) 595-7

**RESOLUTION #2018-\_\_\_\_\_**

**A RESOLUTION APPROVING AN APPLICATION AND AGREEMENT FOR THE HISTORIC DISTRICT FAÇADE GRANT PROGRAM FROM ADELMO & YOLANDA LUERA FOR AL'S HAIR DESIGN FOR PROPERTY LOCATED AT 321 E. KLEBERG AVENUE, KINGSVILLE, TEXAS.**

**WHEREAS**, the City Commission recognized a need exists for economic development, historic restoration & preservation, and tourism promotion in the historic district of the city, especially in the downtown area, and approved Historic District Façade Grant Program Guidelines in an effort to enhance meeting these objectives;

**WHEREAS**, the City has received an Application and an Agreement for a Historic District Façade Improvement Grant from Adelmo & Yolanda Luera for roof replacement and façade repair of Al's Hair Design located at 321 East Kleberg Avenue, in the downtown area and in the historic district;

**WHEREAS**, the application has a projected amount for the roof replacement and façade repair of about \$11,500 and the applicant is requesting a grant amount of \$5,750, which would be the maximum reimbursable amount of 50% of the out-of-pocket expenses for work performed and paid for by the applicant, for renovation of the building's roof (replacement) and façade (repair);

**WHEREAS**, staff has reviewed the application and is recommending it for approval by the Commission as it appears to conform to the grant guidelines;

**WHEREAS**, the City believes external improvements to property in the city increase assessed values thereby expanding the tax base and stimulate historic preservation & renovation, which enhance tourism and increases economic activity; and

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

I.

**THAT** the Historic District Façade Grant Application and Agreement for Adelmo & Yolanda Luera on behalf of Al's Hair Design located at 321 East Kleberg Avenue, Kingsville, Texas in the downtown area and in the historic district for roof replacement and façade repair be approved as per the attached and the City shall provide as a grant reimbursement of an amount up to \$5,750.00 so long as all of the terms and conditions of the Historic District Façade Improvement Grant guidelines are met.

II.

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

**PASSED AND APPROVED** by a majority vote of the City Commission on the 12<sup>th</sup> day of January, 2018.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# **AGENDA ITEM #15**

**City of Kingsville**  
**Department of Planning and Development Services**

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**TO:** Mayor and City Commissioners

**CC:** Jesus A. Garza, City Manager

**FROM:** Tom Ginter, Director

**DATE:** January 31, 2018

**SUBJECT:** Approval of Agreement for the Defense Economic Adjustment Assistance Grant (DEAAG) between the Texas Military Preparedness Commission and the City of Kingsville

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**Summary:** As you know the City of Kingsville was awarded a \$143,616.00 DEAAG to assist us in purchasing property to prevent development encroachment near NAS – Kingsville. This grant also includes a 20% match from the City of Kingsville at \$35,904. The total is \$179,520.

**Background:** As with any grant there is an agreement that covers important points for the grantee (which is us) to assist us in the implementation phase of the grant. The most important part is probably the paragraphs that discuss the expenditure of funds. This is a reimbursement grant so any expenditure has to start with city funds and then we will submit the necessary documentation to the state for reimbursement. This grant though is the best way at this point for us to commit in preventing encroachment of development near the air station and utilize state fund to achieve that goal. The contract commences March 1, 2018 and the work should be completed by August 31, 2019.

**Financial Impact:** While the City will get reimbursed \$143,616.00 dollars, it will have to come up with \$35,904. Of the \$35,904, \$24,904 will be cash and the remaining \$11,000 will come from in kind services, which work is done by city employees.



**City of Kingsville**  
**Department of Planning and Development Services**

**Recommendation:** Approve agreement for the Defense Economic Adjustment Assistance Grant between the Office of the Governor, Texas Military Preparedness Commission and City of Kingsville.





GOVERNOR GREG ABBOTT  
TEXAS MILITARY PREPAREDNESS COMMISSION

December 15, 2017

Jesús Garza  
P.O. Box 1458  
Kingsville, TX 78364

Dear Mr. Garza:

The Texas Military Preparedness Commission (TMPC) is pleased to announce that the City of Kingsville has been awarded a Defense Economic Adjustment Assistance Grant (DEAAG) of \$143,616.00 to purchase land next to Naval Air Station Kingsville to prevent encroachment.

Governor Abbott and the State of Texas place a high value on the military installations in Texas and the defense communities that support these bases. DEAAG has previously funded projects like this one and saw much success. We look forward to watching this project develop and continue to support Naval Air Station Kingsville as an instrumental part of the military community in Texas.

Please reply to this award letter with a letter accepting or denying the grant award. If accepting, the TMPC staff will begin working with the point of contact designee and/or grant administrator in the application so we may begin processing the grant award.

Best Regards,

A handwritten signature in black ink, appearing to read "B. Keith Graf", with a stylized flourish at the end.

B. Keith Graf

Executive Director

Texas Military Preparedness Commission

**RESOLUTION #2018-\_\_\_\_\_**

**A RESOLUTION APPROVING THE AGREEMENT FOR THE DEFENSE ECONOMIC ADJUSTMENT ASSISTANCE GRANT BETWEEN THE CITY OF KINGSVILLE AND THE OFFICE OF THE GOVERNOR, TEXAS MILITARY PREPAREDNESS COMMISSION; AUTHORIZING THE CITY MANAGER TO EXECUTE SUCH AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission of the City of Kingsville applied for and was awarded a Defense Economic Adjustment Assistance ("DEAAG") Grant from the Office of the Governor, Texas Military Preparedness Commission and now desires to enter into an Agreement between the parties for such grant (the "Agreement") to acquire land adjacent to and near Naval Air Station-Kingsville to prevent encroachment and nuisances that might jeopardize the flight operations at the base, which is vital to national security and local economic prosperity;

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

I.

**THAT** the Office of the Governor, Texas Military Preparedness Commission Agreement for the Defense Economic Adjustment Assistance Grant (the "Agreement") attached hereto as Exhibit A is hereby approved.

II.

**THAT** the City Manager is hereby authorized and directed to act on the City's behalf in all matters pertaining to executing this Agreement including any certifications, amendments or representations stipulated therein.

III.

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

**PASSED AND APPROVED** by a majority vote of the City Commission on the 12th day of February, 2018.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**AGREEMENT FOR THE  
DEFENSE ECONOMIC ADJUSTMENT ASSISTANCE GRANT  
BETWEEN THE  
OFFICE OF THE GOVERNOR,  
TEXAS MILITARY PREPAREDNESS COMMISSION  
AND  
CITY OF KINGSVILLE**

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**THIS AGREEMENT** is between the Office of the Governor, Texas Military Preparedness Commission, P.O. Box 12428, Austin, Texas 78711 (“OOG” or “Grantor”), and City of Kingsville (“Grantee”). OOG and Grantee are referred to collectively as the “parties.” The parties hereto have severally and collectively agreed and by the execution of this Agreement are bound to the mutual obligations and to the performance and accomplishment of the tasks described herein.

**SECTION 1. PURPOSE.** This Grant is awarded pursuant to Texas Government Code, Chapter 436, which authorizes OOG to administer the Defense Economic Adjustment Assistance Grant (“DEAAG”) program. The DEAAG program provides state funds to defense communities that have been or may be affected by a base realignment and closure action for the purposes of purchasing property, sharing the costs of infrastructure or redevelopment projects, and the purchase or lease of equipment, including equipment for the training of defense workers.

**SECTION 2. TERM OF AGREEMENT.** This Agreement will commence March 1, 2018 and will terminate on August 31, 2019, or upon the completion of the Grant Project as described herein, whichever occurs first, unless terminated earlier pursuant to Section 16 of this Agreement.

**SECTION 3. PROJECT REQUIREMENTS.** Consistent with Section 436.203 of the Texas Government Code, grant proceeds may be used for the purchase of property, new construction, rehabilitation or renovation of facilities or infrastructure, or purchase of capital equipment or facilities insurance, and if applicable, to purchase or lease equipment to train certain workers. Subject to the requirements of applicable law and this Agreement, Grantee may use grant proceeds as cost reimbursement for certain actual, reasonable, and allowable costs that are directly allocable to the Project in accordance with the Grant Project, as further described in Exhibit A (Grant Budget), Exhibit B (Grant Narrative), and the Grantee's DEAAG Grant Application.

**SECTION 4. OOG OBLIGATIONS.**

A. The OOG shall reimburse the Grantee for the actual and allowable allocable costs incurred by Grantee during the term of this Agreement, subject to the requirements and limitations set forth herein.

B. OOG shall not be liable to Grantee for any costs incurred by Grantee that are not strictly in accordance with the terms of this Agreement.

**SECTION 5. MAXIMUM AMOUNT OF GRANT.** Notwithstanding any other provision of this Agreement, the total of all grant reimbursement payments and other obligations incurred by OOG under the terms of this Agreement shall not exceed **ONE HUNDRED FORTY-THREE THOUSAND, SIX HUNDRED SIXTEEN AND 00/100 (\$143,616.00) DOLLARS**. The parties stipulate and agree that any act, action or representation by either party, their agents or employees that purport to increase the liability of the OOG is voidable by the OOG, unless this Agreement is amended.

**SECTION 6. GENERAL REQUIREMENTS APPLICABLE TO THE GRANT.**

A. Grant funds may be used only for the actual, reasonable, and allowable costs incurred during the term of this Agreement and that are directly allocable to the Project. Grant funds may not be used for the payment of taxes, overtime, overhead, debt repayment, indirect expenses, or administrative expenses.

B. All grant funds will be disbursed on a cost reimbursement basis only. Only costs that have been incurred and paid by the Grantee are eligible for reimbursement. Grant funds are not eligible for use to provide an advance payment to a Grantee or subgrantee.

C. In no case shall the payments made to a Grantee exceed the actual, reasonable, and allowable costs that are directly allocable to the Project costs as identified in the Grant Budget, or the Maximum Amount of Grant as set forth in Section 5 of this Agreement.

D. Pre-award costs incurred prior to the effective date of the Agreement may be allowable only with the written approval of the OOG and only to the extent that they would have been allowable if they had been incurred after the date of the award.

E. All costs must be allowable in accordance with the purposes authorized by Texas Government Code, Chapter 436, the DEAAG Administrative Rules (Title I, Texas Administrative Code, Chapter 4, Subchapter B), this Agreement, the Grant Budget, and other applicable law.

F. The grants are subject to the requirements of applicable state law, regulations, and policies, including, but not limited to, Texas Government Code Chapter 783, the administrative rules of the Texas Comptroller of Public Accounts at Title 34, Chapter 20, Subchapter I of the Texas Administrative Code, and the State Uniform Grant Management Standards (UGMS). The UGMS is available for download at: <https://comptroller.texas.gov/purchasing/grant-management/>. The 2004 version of the UGMS is the current version as of the date of this Agreement, however the UGMS may be updated by the Comptroller of Public Accounts from time-to-time.

G. Grantees agree to comply with the Uniform State Grant Assurances as set forth in Exhibit C.

**SECTION 7. CONDITIONS PRECEDENT TO REIMBURSEMENT.** Grant funds shall be disbursed on a cost reimbursement basis, subject to the terms of this Agreement. All of the

following conditions precedent must be met to the satisfaction of OOG prior to any reimbursement payments:

- A. All costs incurred by Grantee for which Grantee seeks reimbursement must be for the actual, reasonable, and allowable costs that are directly allocable to the Project costs described in the Grant Budget.
- B. OOG must have received from Grantee a Request for Reimbursement specifying the amount of the Grant being requested, along with invoices showing all such costs. **No requests for the reimbursement of expenditures incurred by the Grantee after August 31, 2019 will be considered by OOG.** The total amount already disbursed plus the amount requested shall not exceed the maximum amount of the Grant set forth in Section 5 of this Agreement.
- C. Grantee must be in compliance with all terms of this Agreement.
- D. Grantee must have supplied to the OOG all reports or other items that OOG requires or has requested.

#### **SECTION 8. STRUCTURE FOR REIMBURSEMENT PAYMENTS.**

**A. Reimbursement Request.** The OOG will make a reimbursement payment to the Grantee only in response to an approved Request for Reimbursement from the Grantee for the payment of actual, reasonable, and allowable costs that are directly allocable to the Project. The Grantee's reimbursement request will be submitted to the OOG in the form and manner as approved by the OOG and will specify the detailed and total expenses for the reimbursement request. All requests for the reimbursement of allowable costs will be submitted to the OOG in accordance with the schedule as set forth in Section 8.C.

All reimbursement requests and payment inquiries shall be submitted directly to:

Office of the Governor  
Texas Military Preparedness Commission  
Attn: Alexandra Taylor  
P.O. Box 12428  
Austin, Texas 78711  
[alexandra.taylor@gov.texas.gov](mailto:alexandra.taylor@gov.texas.gov)

**B. Required Documentation.** Each Request for Reimbursement presented must include: (1) identification of the specific OOG Agreement; (2) the Grantee's federal tax identification number; (3) the name and division of the OOG contact; (4) description of the services/costs/expenses and the dollar amount attributable to each; (5) the name of the entity or person providing the service and the cost(s) charged by such entity or person; and (6) an itemization of charges with sufficient detail to permit the OOG to determine if the costs are allowable.

Requests for Reimbursement must include documentation of proof of payment as evidence of actual expenditures. Acceptable proof of payment includes, but is not necessarily limited to, a

receipt or other documentation of a paid invoice showing zero balance due, a monthly bank statement evidencing payment of the specific expenditure, copies of endorsed/processed checks, or a printed copy of an electronic payment confirmation evidencing payment of the specific expenditure(s) to which the reimbursement relates.

Each item of expenditure shall be specifically attributed to the eligible project cost category as identified in the Grant Budget. By submission of a reimbursement request, Grantee is warranting the following: (1) all invoices have been carefully reviewed to ensure that all invoiced services or goods have been performed or delivered; (2) that the services or goods have been performed or delivered in compliance with all terms of this Agreement; (3) that the amount of each new invoice added together with all previous invoices does not exceed the Maximum Amount of Grant as stated in Section 5 of this Agreement; and (4) the charges and expenses shown on the invoice are reasonable, necessary, and that all supporting documentation is attached.

**C. Timing of Submission of Request for Reimbursement to the OOG; Close-Out Invoice.**

Grantee is responsible for submitting bills in an accurate and timely manner, and shall make every reasonable effort to submit quarterly billings to the OOG, which cover the previous quarter's expenses, so that they are received by the OOG on or before the twentieth (20th) day after the end of each quarter, or if the 20th falls on a weekend or holiday, the next business day. Quarterly reimbursement requests are due: (1) First quarter – December 20; (2) Second Quarter – March 20; (3) Third Quarter – June 20; (4) Fourth Quarter – September 20.

The OOG will make all reasonable efforts to promptly process and make payments on properly completed billings. Grantee may submit a final invoice not later than the earlier of (1) forty-five (45) calendar days after termination of this Agreement; or (2) forty-five (45) calendar days after the end of each state fiscal year.

**D. Final Deadline for Reimbursement Requests.** All requests for reimbursement must be received by the OOG no later than **October 15, 2019** (i.e., forty-five (45) calendar days after termination of this Agreement). An Agreement amendment must be executed by the OOG and the Grantee in order to extend this deadline. Any extension of the deadline is within the sole discretion of the OOG and subject to the availability of appropriated funds.

**E. Disclosure of Reimbursement Information under the Public Information Act.** All reimbursement documentation submitted to the Office of the Governor (OOG) is subject to disclosure under the Texas Public Information Act, Chapter 552 of the Texas Government Code ("the Act"), whether created or produced by the Grantee or by any third-party. If it is necessary for the Grantee to include proprietary or otherwise confidential information in the documents submitted, that particular information should be clearly identified as such. Merely making a blanket claim that the all documents are protected from disclosure because they may contain some proprietary or confidential information is not acceptable, and will not render the whole of the information confidential. Any information, which is not clearly identified as proprietary or confidential is subject to release in accordance with the Act.

**F. Right to Request Additional Documentation.** Upon the request of the OOG, the Grantee must submit to the OOG any additional documentation or explanation the OOG may require to support or document any requested payment under the Agreement.

**G. Allowable Costs.** The OOG shall reimburse the Grantee only for actual, reasonable, and allowable costs that are directly allocable to the Project as determined by the OOG in accordance with the Texas Government Code, Chapter 436, the DEAAG Administrative Rules (Title I, Texas Administrative Code, Chapter 4, Subchapter B), this Agreement, the Grant Budget, and in conformity with the UGMS.

**SECTION 9. BUDGET ADJUSTMENT.** Prior written approval from the OOG is required if Grantee anticipates altering the scope of the grant, adding funds to previously un-awarded budget items or categories, changing funds in any awarded budget items or category by more than 10% of the annual budget, and/or adding new line items to any awarded budget category.

**SECTION 10. PURCHASE OF EQUIPMENT; MAINTENANCE AND REPAIR; TITLE UPON TERMINATION.** Grantee shall not give any security interest, lien or otherwise encumber any item of equipment purchased with grant funds. Grantee shall identify all equipment purchased under this Agreement by appropriate tags or labels affixed to the equipment. Grantee shall maintain a current inventory of all equipment, which shall be available to the OOG at all times upon request, however, as between the OOG and Grantee title for equipment will remain with Grantee. Grantee will maintain, repair, and protect all equipment purchased in whole or in part with grant funds so as to ensure the full availability and usefulness of such equipment. In the event Grantee is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the equipment purchased under this Agreement, Grantee shall use the proceeds to repair or replace said equipment. Upon termination of this Agreement, title, use, and disposal of equipment shall be in conformity with the UGMS.

#### **SECTION 11. REPORTING REQUIREMENTS.**

**A.** Until Grantee has submitted a Project Completion Report to OOG, Grantee shall submit a Quarterly Project Status Report to OOG, using the form attached hereto as Exhibit D, no later than twenty (20) calendar days after the end of each calendar quarter summarizing grant expenditures and detailing the progress on grant requirements.

**B.** After Grantee has completed the Grant Project as set forth in this Agreement, but in no case more than one hundred twenty (120) calendar days after termination of this Agreement, Grantee shall submit to OOG a Project Completion Report, using the form attached hereto as Exhibit E, describing all activities performed under this Agreement. Grantee shall provide to OOG a Certification of Delivery, certifying that Grantee has received delivery of all equipment purchased pursuant to this Agreement.

**C.** No later than sixty (60) calendar days after the date on which Grantee submits its Project Completion Report to OOG, Grantee shall provide to OOG a DEAAG Project Impact Report, using the form attached hereto as Exhibit F. A DEAAG Project Impact Report must contain information concerning jobs generated and retained, and individuals trained as a result of the Project. For purposes of this Agreement, job creation, retention, and training rates may be

evidenced by satisfactory documentation, such as copies of payroll documents, human resource documents, or training enrollment records.

**D.** Grantee shall provide to OOG additional information regarding the status of the Project at any time upon request from OOG.

**E.** Grantee shall cooperate with OOG and provide all requested assistance to OOG in connection with the preparation of any reports required from time to time to be made by OOG to the Texas Legislature or any relevant governmental entity regarding Grantee, the Grant, the Project, or the Grant Application.

**F.** All reports provided to OOG must be signed by the duly authorized representative of Grantee.

**G. Failure to Provide Required Reports and Other Documentation.** If after a written request by the OOG, Grantee fails to provide required reports, information, documentation or other information as required by this Agreement, then the OOG may require corrective action or consider this act a possible default under this Agreement.

## **SECTION 12. CORRECTIVE ACTION.**

**A. Failure to Progress with Grant Project.** If after written notice by the OOG to the Grantee, Grantee fails to make progress on the grant project, then the OOG may consider this act a possible default under this Agreement.

**B. Notice of Possible Default.** The parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OOG or Grantee. The OOG, in its sole discretion, will determine whether Grantee has acted or failed to act in such a manner that gives rise to an act of possible default under this Agreement. The OOG shall give written notice to Grantee setting out the circumstances that support the OOG's determination of possible default.

**C. Opportunity to Cure.** The OOG will give the Grantee at least thirty (30) calendar days to cure the possible default and to provide the OOG sufficient information that supports a finding of cure by the OOG.

**D. Cure.** If the OOG is satisfied that the Grantee has cured the possible default event, the OOG shall give written notice to the Grantee. The OOG will be guided by good faith and reasonableness in determining, in the sole discretion of the OOG, whether the Grantee has cured the possible default.

**E. Default.** If the OOG is not satisfied that the Grantee has cured the possible default, the Grantee shall be in default hereunder, and the OOG shall give written notice to the Grantee declaring such default. Any default may result in termination of this Agreement in accordance with Section 16.

**F. Corrective Action Plans.** If the OOG finds deficiencies in Grantee's performance under this Agreement, the OOG, at its sole discretion, may impose one or more of the following remedies as

part of a corrective action plan: increase monitoring visits; require that additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the grant award amount; and/or terminate this Agreement. The foregoing are not exclusive remedies, and the OOG may impose other requirements that the OOG determines will be in the best interest of the State.

**G. Financial Hold.** Failure to comply with submission deadlines for required reports, invoices, or other requested information may result in the OOG, at its sole discretion, placing Grantee on immediate financial hold without further notice to Grantee and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If Grantee is placed on financial hold, the OOG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time Grantee was placed on financial hold.

**H. Sanctions.** In addition to financial hold, the OOG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OOG, at its sole discretion, may impose sanctions, including, but not limited to, withholding or suspending funding, requiring return or offset of previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing funding, terminating this Agreement and/or any other appropriate sanction.

**I. No Waiver.** Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, Grantee remains responsible for complying with the Agreement terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this Agreement.

**SECTION 13. NOTICES.** Any notice required or permitted to be given under this Agreement by the either party shall be in writing and shall be deemed to have been given immediately if delivered by e-mail, or in person as set forth in this section. Any notice required or permitted to be given under this Agreement may be given by regular first class mail and/or email and shall be deemed to have been given on the date of attempted or actual delivery to the recipient if addressed to the receiving party at the address specified in this section:

Office of the Governor  
Texas Military Preparedness Commission  
Attn: Alexandra Taylor  
P.O. Box 12428  
Austin, Texas 78711  
Email: [alexandra.taylor@gov.texas.gov](mailto:alexandra.taylor@gov.texas.gov)

City of Kingsville  
Jesús Garza  
P.O. Box 1458  
Kingsville, TX 78364  
Email: [jgarza@cityofkingsville.com](mailto:jgarza@cityofkingsville.com)

**SECTION 14. GRANTEE CERTIFICATIONS.** By executing this Agreement, Grantee hereby makes the following certifications and warranties:

**A. Delinquent Child Support Obligations.** Under Texas Family Code, Section 231.006(d), regarding child support, Grantee certifies that the individual or business entity named in this

Agreement is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

**B. Prohibited Bids and Agreements.** Under Section 2155.004 of the Texas Government Code (relating to prohibited bids and agreements), Grantee certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

**C. Gift to Public Servant.** Grantee warrants that it has not given, nor does it intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the award of this Agreement.

**D. Former Executive Head and Employees of the Agency.** Grantee certifies that this Agreement is compliant, and will remain in compliance during the Agreement term, with the following Sections of the Texas Government Code: Section 669.003 (Contracting with Executive Head of State Agency); Section 572.069 (Prohibiting employment of state officers and employees who participated in the procurement of services); and Section 2252.901 (Contracts with Former or Retired Agency Employees).

**E. Conflicts of Interest.** Grantee certifies that neither it nor the personnel or entities employed in rendering services under this Agreement have, nor shall they knowingly acquire, any interest that would be adverse to or conflict in any manner with the performance of Grantee's obligations under this Agreement. Grantee has a continual and ongoing obligation to immediately notify the OOG in writing, upon discovery of any actual or potential conflict.

**F. Corporate Franchise Tax.** Grantee certifies that, if applicable, its Texas franchise tax payments are current, or that it is exempt from, or not subject to, such tax.

**G. No Claims.** Grantee certifies that Grantee does not have any potential or existing claims against or unresolved audit exceptions with the State of Texas or any agency of the State of Texas.

**H. Debt to State.** Grantee acknowledges and agrees that, to the extent Grantee owes any debt or delinquent taxes to the State of Texas, any payments Grantee is owed under this Agreement may be applied by the Comptroller of Public Accounts toward any debt or delinquent taxes Grantee owes the State of Texas until the debt or delinquent taxes are paid in full.

**I. Suspension/Debarment.** Grantee certifies that Grantee and Grantee's principals are, to the best of its knowledge and belief, not on the specially-designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this solicitation or any resulting contract. Grantee certifies that it will not knowingly enter into any subcontract with an entity who is, or whose principals are, on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction. Grantee will ensure that this section regarding debarment, suspension, ineligibility, and voluntary exclusion, and the specially-designated nationals list without modification in any subcontracts or solicitations for subcontracts.

**J. Deceptive Trade Practices/Unfair Business Practices.** Grantee represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that the Respondent has not been found to be liable for such practices in such proceedings. Grantee certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit, and that such officers have not been found to be liable for such practices in such proceedings.

**K. False Statements.** By signature to this Agreement, Grantee makes all the representations, warranties, guarantees, certifications and affirmations included in this Agreement. If Grantee signs this Agreement with a false statement or it is subsequently determined that Grantee has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Agreement, Grantee shall be in default under this Agreement and the OOG may terminate or void this Agreement for cause and pursue other remedies available to the OOG under this Agreement and applicable law.

**L. Felony Criminal Convictions.** Grantee represents and warrants that Grantee and its employees who will perform services under this Agreement have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Grantee has fully advised the OOG as to the facts and circumstances surrounding the conviction.

**M. Immigration.** The Grantee shall comply with the requirements of the Immigration Reform and Control Acts of 1986 and 1990 ("IRCA") regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services in the United States of America under this Grant Agreement, if any, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") enacted on September 30, 1996.

**N. U.S. Department of Homeland Security's E-Verify System.** Grantee certifies and ensures that it utilizes and will continue to utilize, for the term of this Grant Agreement, the U.S. Department of Homeland Security's E-Verify system as required by Chapter 673 of the Texas Government Code, and to determine the eligibility of:

- a. All persons employed to perform duties within Texas, during the term of the Grant; and
- b. All persons employed or assigned by Grantee to perform work pursuant to the Grant Agreement, within the United States of America; and
- c. If this certification is falsely made, the Agreement may be terminated.

**O. Certification Concerning Hurricane Relief.** The OOG is prohibited from awarding an Agreement to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with an Agreement involving relief for any disaster as defined by Section 418.004 Texas Government Code occurring after September 24, 2005. Under Section 2155.006, Texas Government Code, Grantee certifies that it is not ineligible to receive the Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification inaccurate.

**P. Technology Access Clause.** If applicable, Grantee will comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. Likewise, if applicable, Grantee shall provide the Department of Information Resources with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). A company not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

**Q. Buy Texas.** With respect to all services, if any, purchased pursuant to this Agreement, Grantee represents and warrants that it will buy Texas products and materials for use in providing the services authorized herein when such products and materials are available at a comparable price and within a comparable period of time when compared to non-Texas products and materials.

**R. Liability for Taxes.** Grantee represents and warrants that it shall pay all taxes or similar amounts resulting from this Agreement, including, but not limited to, any federal, State, or local income, sales or excise taxes of Grantee or its employees. The OOG shall not be liable for any taxes resulting from this Agreement.

**S. Israel.** Grantee verifies that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this agreement.

## **SECTION 15. GENERAL TERMS AND CONDITIONS.**

**A. Independent Contractor** Grantee or Grantee's employees, representatives, agents and any subcontractors shall serve as an independent contractor in performing the services under this Agreement shall not be employees of the OOG or the State of Texas.

**B. Subcontracting.** In the event that the Grantee should determine that it is necessary or expedient to subcontract for any of the performances herein, Grantee understands and agrees that it will be responsible to the OOG for any subcontractor's performance under this Agreement. In no event shall this section or any other provision of this Agreement be construed as relieving the Grantee of the responsibility for ensuring that performance under this Agreement, and any subcontracts thereto, is rendered in compliance with all of the terms of this Agreement. If Grantee uses a subcontractor for any or all of the work required, the following conditions will apply: (1) The Grantee, in subcontracting for any performances specified herein, expressly understands and agrees that subcontracting will be solely at Grantee's expense and the OOG shall not be liable in any manner to the Grantee's subcontractor(s); (2) Grantee will be the sole contact for the OOG; and (3) Pursuant to Chapter 2251 of the Texas Government Code, Grantee will make any payments owed to subcontractors within ten (10) calendar days of Grantee's receipt of funds from the OOG.

**C. No Assignment.** This Agreement is not assignable by Grantee. Notwithstanding any attempt to assign the Agreement, Grantee shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants, and conditions herein. Grantee shall be held responsible for all funds received under this Agreement.

**D. Records Retention.** Records shall be maintained and made available to the OOG or its authorized representatives upon request during the entire performance period of this Agreement and until three (3) years from date of final payment by the OOG for the services provided under this Agreement. In addition, those records relating to any dispute, litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available to the OOG or its designee until completion of such action and resolution of all issues which arise from it, or until the end of the aforementioned three (3) year period, whichever is later. Failure to provide reasonable access to authorized OOG representatives shall give OOG the right to terminate this Agreement pursuant to Section 16 of this Agreement, or any portion thereof, for reason of default.

**E. Right to Audit.** Grantee will cooperate fully in any review conducted by the OOG or its authorized representatives related to services provided under this Agreement. The OOG has the authority to monitor, inspect, assess, and review the fiscal, contractual, or performance of the Grantee with respect to the Agreement, including all information related to any services provided under this Agreement or billed to the OOG. Grantee will remedy in a timely manner, any weaknesses, deficiencies, Agreement noncompliance, or audit exceptions found as a result of a review by the OOG or its authorized representatives. Such remedy can include a refund or offset of Agreement payments or any other appropriate actions deemed necessary by the OOG. Acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor's Office to audit or investigate the expenditure of funds under this Agreement or any subcontract. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Grantee and the requirement to cooperate is included in any subcontract it awards.

**F. Texas Public Information Act.** Notwithstanding any provisions of this Grant Agreement to the contrary, Grantee acknowledges that the State of Texas, OOG, and this Grant Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552, (the "Act"). Grantee acknowledges that the OOG will comply with the Act.

Grantee acknowledges that information created or exchanged in connection with this Grant Agreement is subject to the Act, and Grantee agrees that information not otherwise excepted from disclosure under the Act, will be available in a format that is accessible by the public at no additional charge to the OOG or State of Texas. Grantee will cooperate with the OOG in the production of documents or information responsive to a request for information.

Information provided by or on behalf of Grantee under, pursuant to, or in connection with this Grant Agreement that Grantee considers proprietary, financial, or trade secret information (collectively "Confidential Information") shall be designated as such when it is provided to the OOG or State of Texas or any other entity in accordance with this Grant Agreement. The OOG agrees to notify Grantee in writing within a reasonable time from receipt of a request for

information covering Grantee's Confidential Information. The OOG will make a determination whether to submit a request for a ruling under the Public Information Act to the Attorney General.

Grantee agrees to maintain the confidentiality of information received from the OOG or State of Texas during the performance of this Grant Agreement to the extent allowed by the Act, including information which discloses confidential personal information particularly, but not limited to, personally identifying information, personal financial information and social security numbers. Grantee will notify the OOG within twenty-four (24) hours of receipt of any third party requests for information that was provided to the Grantee by the OOG or the State of Texas.

**G. Media Releases or Pronouncements.** Grantee understands that the OOG does not endorse any vendor, commodity good, or service. The Grantee, its employees, representatives, subcontractors, or other agents may not issue any media release, advertisement, publication, or public pronouncement which pertains to this Agreement or the services or project to which this Agreement relates, or which mentions the OOG, without the prior written approval of the OOG.

**H. Indemnification.** TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, THE OOG, AND ITS OFFICERS AND EMPLOYEES FROM ANY CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES AND COURT COSTS CONNECTED WITH ANY ACTS OR OMISSIONS OF GRANTEE OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. GRANTEE WILL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY THE OOG. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE OOG FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE OOG OR ITS EMPLOYEES.

**I. Intellectual Property.** TO THE EXTENT ALLOWED BY LAW, THE GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OOG, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, GRANTEES, ASSIGNEES, AND/OR DESIGNEES AGAINST ANY CLAIM OF COPYRIGHT, TRADEMARK, OR PATENT INFRINGEMENT, OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT ARISING IN CONNECTION WITH THE PERFORMANCES OR ACTIONS OF GRANTEE PURSUANT TO THIS AGREEMENT. THE GRANTEE SHALL BE LIABLE TO PAY ALL COSTS, DAMAGES, AND ATTORNEYS' FEES INCURRED BY THE OOG RESULTING FROM SUCH CLAIMS INCLUDING ANY CLAIM FOR THE INFRINGEMENT OF ANY UNITED STATES OR INTERNATIONALLY PROTECTED PATENTS OR COPYRIGHTS ARISING FROM THE USE BY THE GRANTEE OR THE OOG, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, GRANTEES, ASSIGNEES, AND/OR DESIGNEES OF ANY EQUIPMENT, MATERIALS, INFORMATION, OR IDEAS EMPLOYED OR FURNISHED BY THE GRANTEE IN CONNECTION WITH THE PERFORMANCES CALLED FOR IN THIS AGREEMENT

**J. Taxes/Workers' Compensation/Unemployment Insurance.** GRANTEE IS FULLY RESPONSIBLE FOR ITS OWN FEDERAL, STATE, AND LOCAL TAXES. GRANTEE AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS AGREEMENT, GRANTEE SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF GRANTEE'S AND GRANTEE'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS AGREEMENT. GRANTEE AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE OOG, THE BANK AND/OR THE STATE OF TEXAS SHALL NOT BE LIABLE TO THE GRANTEE, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF THE OOG.

**K. Tax Identification Information Required.** As a prerequisite to the OOG's ability to process any payments to Grantee under this Agreement, Grantee shall provide the OOG with required tax and payee identification information in the form of a completed "Application for Texas Identification Number" (available on the Comptroller of Public Accounts' website at <http://www.window.state.tx.us/taxinfo/taxforms/ap-152.pdf>). If Grantee has previously completed the required documentation to obtain a Texas Identification Number (TIN) prior to the effective date of this Agreement, Grantee may satisfy this requirement by providing the OOG with Grantee's current TIN, name, and address to permit the OOG to verify registration in the TINS System with the Texas Comptroller of Public Accounts.

**L. Insurance.** Unless otherwise noted in this Agreement, and to the extent that Grantee does not have or maintain insurance or does not have or maintain sufficient insurance, Grantee acknowledges and agrees that Grantee will be solely responsible for any losses or damages related to or caused by the Grantee's performing its duties and obligations under this Agreement. The OOG will have no obligation to reimburse or otherwise pay Grantee for any costs incurred related to any such losses or damages.

**M. Fraud, Waste and Abuse.** Grantee understands that the OOG does not tolerate any type of fraud, waste, or misuse of funds received from the OOG. The OOG's policy is to promote consistent, legal, and ethical organizational behavior, by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, OOG policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. In the event Grantee becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from the OOG that is made against Grantee, Grantee is required to immediately notify the OOG of said allegation or finding. Grantee is also obliged to inform the OOG of the status of any on-going investigations regarding allegations of fraud, waste, or abuse. Grantee is expected to report any possible fraudulent or dishonest acts, waste, or abuse to the OOG's Fraud Coordinator or Ethics Advisor at (512) 463-1788 or in writing to: Ethics Advisor, Office of the Governor, P.O. Box 12428, Austin, Texas 78711.

**N. Saturdays, Sundays, Holidays.** If the last or appointed day for the taking of any action or the expiration of any right required or granted in this Agreement is a Saturday or a Sunday or a scheduled State of Texas or national holiday, then such action may be taken or such right may be exercised on the next succeeding business day that is not a Saturday, Sunday or holiday. A schedule of State of Texas holidays is located at:

<http://www.hr.sao.state.tx.us/compensation/holidays.html>

**O. Applicable Law and Venue.** This Agreement is made and entered into in the State of Texas. This Agreement and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Venue for any Grantee-initiated action, suit, or litigation arising out of or in any way relating to this Agreement shall be commenced exclusively in the Travis County District Court or the United States District Court, Western District of Texas - Austin Division. Venue for any OOG-initiated action, suit, or litigation arising out of or in any way relating to this Agreement may be commenced in a Texas state district court or a United States District Court selected by the OOG in its sole discretion.

The Grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the courts referenced above for the purpose of prosecuting and/or defending such litigation. The Grantee hereby waives and agrees not to assert as a defense, or otherwise, in any suit, action or proceeding, any claim that the Grantee is not subject to the jurisdiction of the above-named courts; the suit, action or litigation is brought in an inconvenient forum; and/or the venue is otherwise improper.

**P. No Waiver of Sovereign Immunity.** OOG is immune from suit and from liability. No part of this Agreement, nor the conduct or statement any person, will be construed as a waiver of the doctrines of sovereign immunity and official immunity, or of any of the privileges, rights, defenses, remedies, or immunities available to the OOG, and/or the State of Texas, and their officers, employees, or agents as provided by law.

## **SECTION 16. TERMINATION.**

**A. Convenience.** The OOG may, at its sole discretion, terminate this Grant Agreement without recourse, liability, or penalty, against the OOG, upon thirty (30) calendar days' notice to the Grantee.

**B. Cause/Default.** In the event that Grantee fails to provide the agreed upon services according to the provisions of this Agreement, or fails to comply with any of the terms or conditions of this Agreement, the OOG may, upon written notice of default to Grantee, immediately terminate all or any part of this Agreement. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this Agreement.

**C. Rights upon Termination or Expiration.** In the event that the Agreement is terminated for any reason, or upon its expiration, the OOG shall be obligated to pay Grantee only for actual allowable costs incurred up to the effective date of termination. Termination is not an exclusive

remedy, but will be in addition to any other rights and remedies as provided in equity, by law or under the Agreement. OOG will not be liable to Grantee or to Grantee's creditors for any costs incurred subsequent to receipt of a Notice to Terminate or any unacceptable or disallowed costs as determined by OOG.

**D.** Notwithstanding any exercise by OOG of its right of early termination pursuant to this section, Grantee shall not be relieved of any liability to OOG for damages due to OOG by virtue of any breach of this Agreement by Grantee. OOG may withhold payments to Grantee until such time as the exact amount of damages due to OOG from Grantee is agreed upon or is otherwise determined.

**E.** In the event Grantee fails to comply with any provision as specified in this Agreement, the Grantee may be liable for damages under this Agreement and barred from applying for or receiving additional funding under the DEAAG program until repayment is made and any other compliance or audit findings are resolved and/or any issue of non-compliance is cured to the satisfaction of OOG pursuant to this section.

**F.** Grantee shall refund to OOG any sum of money paid to Grantee by OOG, which OOG determines is an overpayment to Grantee, or in the event OOG determines funds spent by Grantee were not an allowable cost of this Project. No refund payment(s) may be made from local, state, or federal grant funds unless statute or regulation specifically permits repayment with grant funds. Such refund shall be made by Grantee to OOG within thirty (30) calendar days after such refund is requested in writing by OOG, or within thirty (30) calendar days of a notice from OOG indicating the request is the result of a final determination that the refund is owed.

**SECTION 17. AVAILABILITY OF FUNDS.** This Agreement is subject to the availability and receipt of funds appropriated by the Texas Legislature that the OOG has allocated to this Agreement. If funds for this Agreement become unavailable during any budget period, the OOG may terminate this Agreement, without penalty, or reduce the amount of this Agreement at the discretion of the OOG. Grantee will have no right of action against the OOG if the OOG cannot perform its obligations under this Agreement as a result of lack of legislative appropriations in amounts sufficient to fund any activities or functions contained within the scope of this Agreement.

**SECTION 18. MONITORING.** OOG or its designee may perform periodic on-site monitoring of Grantee's compliance with the terms and conditions of this Agreement and of the adequacy and timeliness of Grantee's performance. After each monitoring visit, OOG will provide Grantee with a written report of the monitor's findings. If the monitoring report notes deficiencies in Grantee's performances under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by Grantee. Failure by Grantee to take action specified in the monitoring report may be cause for termination of this Agreement in accordance with Section 16 of this Agreement.

#### **SECTION 19. CONFLICT OF INTEREST**

**A.** Grantee shall ensure that no employee, officer, or agent of Grantee shall participate in the selection, award, or administration of a subcontract supported by funds provided hereunder if a

conflict of interest, real or apparent, would be involved. Such conflict of interest would arise when: (1) the employee, officer, or agent; (2) any member of his or her immediate family; (3) his or her partner; or, (4) any organization which employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform the subcontract. Grantee shall comply with Texas Local Government Code, Chapter 171.

**B.** No employee, agent, consultant, officer, or elected or appointed official, of either Grantee or of a subcontractor, who exercises or has exercised any functions or responsibilities or is in a position to participate in decision-making or gain inside information in regard to the activities involved in the Project, shall be permitted to have or obtain a financial interest in or benefit from the Project or any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties.

## **SECTION 20. LITIGATION AND CLAIMS**

**A.** Grantee shall give OOG immediate notice in writing of any action, including any proceeding before an administrative agency, filed against Grantee arising out the performance of this Agreement. Except as otherwise directed by OOG, Grantee shall immediately furnish to OOG copies of all pertinent papers received by Grantee with respect to such action or claim. Grantee shall notify OOG immediately of any legal action filed against the Grantee or any subcontractor, or of any proceeding filed under the federal bankruptcy code. Grantee shall submit a copy of such notice to OOG within thirty (30) calendar days after receipt. No funds provided under this Agreement may be used in the payment of any costs incurred as the result of any claims, judgments, fines, or settlements.

**B.** OOG and Grantee acknowledge that they are governmental units of the State of Texas and are subject to, and shall comply with, the applicable provisions of the Texas Tort Claims Act, as set out in the Texas Civil Practice and Remedies Code, Section 101.001 *et. seq.*

**C.** Grantee acknowledges that OOG, the State of Texas, and their employees shall not be held liable for any claims or causes of action whatsoever which may occur in the course of performing the services described in this Agreement, or from the award, cancellation, or withdrawal of this Grant.

**SECTION 21. NOTICE OF MATERIAL EVENTS.** Grantee shall furnish to OOG prompt written notice upon becoming aware or having knowledge of the occurrence of any event or development that has, or would reasonably be expected to have, a material adverse effect on the completion of the Project as described under this Agreement. Under no circumstances shall notice under this section occur more than fifteen (15) calendar days following Grantee receiving knowledge of such event or development.

**SECTION 22. FORCE MAJEURE.** Neither party shall be required to perform any obligation under this Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to strikes, lockouts or labor shortages, embargo, riot, war, revolution, terrorism, rebellion, insurrection, flood, natural disaster, or interruption of utilities from external causes.

## **SECTION 23. DISPUTE RESOLUTION**

**A. Informal Meetings.** The parties' representatives shall meet as needed to implement the terms of this Agreement and shall make a good faith attempt to informally resolve any disputes.

**B. Grantee's Continued Performance.** Grantee shall not be excused from performance during any pending dispute, unless approved in writing by the OOG.

## **SECTION 24. CHANGES AND AMENDMENTS.**

**A.** Any alterations, additions, or deletions to the terms of this Agreement shall be by a written amendment executed by both parties.

**B.** During the term of this Agreement, OOG may issue policy directives to establish, interpret, or clarify requirements under this Agreement. Policy directives from OOG shall be binding upon Grantee.

## **SECTION 25. SEVERABILITY.**

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**SECTION 26. ENTIRE AGREEMENT.** This Agreement is intended as a full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written, are superseded and replaced by this Agreement.

**SECTION 27. CONSTRUCTION.** The language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Agreement.

**SECTION 28. HEADINGS.** The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

**SECTION 29. SURVIVAL OF CERTAIN PROVISIONS.** Notwithstanding any expiration, termination or cancellation of this Agreement, the rights and obligations pertaining to repayment of Grant funds and/or damages, limitation of liability, indemnification, public information, reporting requirements, retention and accessibility of records, audit rights, rights upon termination, and any other provision implying survivability shall remain in effect after this Agreement ends.

**SECTION 30. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

**IN TESTIMONY HEREOF,** Grantee and OOG have executed this Defense Economic Adjustment Assistance Agreement in duplicate originals, effective as of the last date contained on the signature lines below.

**OFFICE OF THE GOVERNOR**

**CITY OF KINGSVILLE**

\_\_\_\_\_  
Chief of Staff or Designee

\_\_\_\_\_  
Jesús Garza

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**GRANT AGREEMENT BETWEEN  
THE OFFICE OF THE GOVERNOR  
AND  
CITY OF KINGSVILLE**

**EXHIBIT A**

**\$143,616.00**

**ONE HUNDRED FORTY-THREE THOUSAND, SIX HUNDRED SIXTEEN AND 00/100  
(DOLLARS).**

**Budget.** Subject to the limitations within this Agreement, the OOG will reimburse Grantee for actual and allowable allocable costs paid according to the following amounts and budget categories:

<b>Budget Category</b>	
Infrastructure – Purchase of Property	
Infrastructure - Professional & Consultant Services	
Infrastructure – New Construction	
Infrastructure - Rehabilitation and Renovation	
Infrastructure – Capital Equipment <sup>1</sup>	
Infrastructure – Capital Supplies <sup>3</sup>	
Infrastructure – Facilities Insurance	
Training Equipment <sup>2</sup>	
Training Supplies <sup>3</sup>	
<b>Total</b>	

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<sup>1</sup> Per UGMS, "Equipment" means an article of nonexpendable, tangible personal property having a useful life of more than one year and a per unit acquisition cost of \$5,000 or more.

<sup>2</sup> *Id.*

<sup>3</sup> Per UGMS, items of equipment with a per unit acquisition cost of less than \$5,000 are considered to be supplies.

**GRANT AGREEMENT BETWEEN  
THE OFFICE OF THE GOVERNOR  
AND  
CITY OF KINGSVILLE**

**EXHIBIT B**

**GRANT NARRATIVE**

**UNLESS OTHERWISE LIMITED, DEEMED INAPPROPRIATE BY SPECIAL CONDITIONS OR ALTERED BY APPROVED BUDGET ADJUSTMENTS/BUDGET MODIFICATIONS,** the following narrative provided by Grantee in its DATED grant application applies to this Agreement:

## EXHIBIT C

### UNIFORM STATE GRANT ASSURANCES

*The Grantee must assure and certify compliance with any and all applicable federal and state statutes, regulations, policies, guidelines and requirements, including, but not limited to, the Uniform Grant Management Standards (UGMS); and Title 1, Part 1, Chapter 4 of the Texas Administrative Code, that govern the application, acceptance and use of Federal and State funds for this project. In instances where multiple requirements apply to a Grantee, the more restrictive requirement applies. By accepting the grant award, the Grantee certifies and assures that it complies and will continue to comply with the following:*

1. Grantee possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required. State agencies are not required to adopt a resolution.
2. A grantee must comply with Texas Government Code, Chapter 573, Vernon's 1994, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
3. A grantee must insure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, Vernon's 1994, unless otherwise expressly prohibited by law.
4. A grantee must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
5. A grantee must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
6. No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
7. A grantee that is a law enforcement agency regulated by Texas Government Code, Chapter 415, must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415, Texas Government Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules.
8. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local grantees shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.
9. A grantee must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Grantees shall also ensure that all program personnel are properly trained and aware of this requirement.
10. Grantees will comply with all federal statutes relating to nondiscrimination. These include but are not limited to:  
(a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive

Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Grantees will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § § 276a to 276a-7), the Copeland Act (40 U.S.C. § § 276c and 18 U.S.C. § § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § § 327-333), regarding labor standards for federally assisted construction subagreements.
12. Grantees will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P. L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
13. Grantees will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 7321-29) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
14. Grantees will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
15. Grantees will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).
16. Grantees will comply with the flood insurance purchase requirements of 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102 (a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
17. Grantees will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
18. Grantees will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
19. Grantees will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
20. Grantees will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
21. Grantees will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
22. Grantees must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.
23. Grantees will comply with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
24. Grantees will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

25. Grantees will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing this program.
26. The applicant must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

**EXHIBIT D**

**QUARTERLY PROJECT STATUS REPORT**

[PROJECT NAME]

TMPC 1801-01-08

Expenditures for Quarter Ending (DATE)

<u>Expenditures</u>	<u>Description</u>
---------------------	--------------------

Percentage of Project Completed:

Summary of Expenditures to Date:

<u>Quarter Ending</u>	<u>Expenditures</u>
-----------------------	---------------------

Brief Narrative Explaining Expenditures:

Project Status:

Grantee's Duly Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT E**

**PROJECT COMPLETION REPORT**

[PROJECT NAME]

TMPC 1801-01-08

Locality:

DEAAG Grant Number:

Percent Completed:

The **GRANTEE** has successfully completed, and in a satisfactory manner, the **PROJECT**. The purpose of the grant was to **GRANT PURPOSE**.

The total cost for the project is as follows:

•Project Total \$

•Total \$

The following is a brief project scope summary:

This is to certify that an inspection of 100% of the completed project described below was conducted on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Contracts were entered into for **PROJECT** between the **GRANTEE** and the following subcontractors: [SUBCONTRACTORS.]

This is to further certify that any and all Equipment included as part of the grant budget has been purchased with the specified grant purpose, timeline, budget, and all addenda, change orders, and supplemental agreements thereto.

**NAME OF GRANTEE:**

\_\_\_\_\_  
Signature of Grantee's Duly Authorized Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Exhibit F**

**DEAAG PROJECT IMPACT REPORT**

Project Name:

DEAAG Grant Number:

Grantee Name:

Address:

Telephone:

Fax:

Contact Person:

Email:

Time Period Covered by Report: \_\_\_\_\_ to \_\_\_\_\_

**Project Performance Measures:**

- Create, retain, or train \_\_\_\_\_ Jobs by the completion of the project
- Project Description:
- Project Address:

**Jobs Created**

<b>Time Period</b>	<b>Active Full Time Jobs Created, Retained or Students Trained</b>
EX. 01/12 – 03/12	
Total	

**Breakdown of Jobs Created**

Job Type	Jobs Created or Retained This Reporting Period	Total Jobs Created to Date
Direct Permanent Jobs		
Indirect Permanent Jobs		
Individuals Trained		
Total		

Businesses assisted or created this period: \_\_\_\_\_

Businesses assisted or created to date: \_\_\_\_\_

**Project Financial Impact**

- Narrative summary of Impact:
- Update on current Project Status (include curriculum updates):

**THE SIGNATURE BELOW CERTIFIES THAT THE INFORMATION SUBMITTED IN THIS REPORT IS TRUE AND CORRECT TO THE BEST KNOWLEDGE OF THE GRANTEE.**

**FOR THE GRANTEE:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# **AGENDA ITEM #16**

**City of Kingsville**  
**Department of Planning and Development Services**

---

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Tom Ginter, Director

DATE: January 31, 2018

SUBJECT: Resolution to authorize staff to purchase property DEAAG grant

---

**Summary:** As you know the City of Kingsville has been awarded a grant from the Texas Military Preparedness Commission to purchase property around NAS – Kingsville to prevent encroachment pertaining to development.

**Background:** The City of Kingsville will use the grant funds to purchase property which would prevent encroachment around NAS – Kingsville. After discussion with the personnel from NAS this is an important issue for the future of the air station and it is important for the City to follow up with. This grant will allow us to do that. Approval of this resolution will allow staff to conduct property discussions with those that we have identified in our grant application.

**Financial Impact:** To complete the property transaction the City will have to pay the cost of the property up front and then get reimbursed by the state. When everything is completed there will be an impact to the city budget.

**Recommendation:** Approve resolution



**RESOLUTION NO. 2018-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY TO START THE PROCESS FOR THE ACQUISITION OF LAND FOR ENCROACHMENT PREVENTION NEAR THE BASE PURSUANT TO AN APPLICATION APPROVED BY THE STATE DEFENSE ECONOMIC ADJUSTMENT ASSISTANCE GRANT PROGRAM.**

**WHEREAS**, the City Commission of the City of Kingsville found on October 9, 2017 via Resolution #2017-72 that it was in the best interest of the citizens of Kingsville, that the City apply for a Defense Economic Adjustment Assistance Grant (DEAAG) Program with the State of Texas to apply for grant monies for the acquisition of property to prevent encroachment around the local military base; and

**WHEREAS**, the State budgeted money for this grant program to assist military communities in Texas with infrastructure projects and other initiatives to increase military value and mitigate any potential negative effects to the military institutions in future BRAC rounds; and

**WHEREAS**, acquiring land around the military institutions to protect them from encroachment issues is a tool that many other defense communities around the country have used to ensure the long-term viability of their local military institutions; and

**WHEREAS**, the base is a large employer of local civilian personnel and the base has a significant economic impact on the City, County, and State, such that the proposed land acquisition could be deemed for a public purpose; and

**WHEREAS**, the City has worked with the local base to identify properties that would be viable for this program; and

**WHEREAS**, the City was recently notified that it was awarded the DEAAG grant and has authorized execution of a contract with the state for such grant; and

**WHEREAS**, the City Commission of the City of Kingsville through this resolution has authorized city staff to negotiate with landowners, survey properties, and begin the acquisition process so that deeds of sale can be brought back to the Commission for approval.

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

I.

**THAT** the City Commission city staff to negotiate with landowners, survey properties, and begin the acquisition process so that deeds of sale can be brought back to the Commission for approval with the process being done in compliance with the agreement with the State of Texas for the Defense Economic Adjustment Assistance Grant

Program for funding for land acquisition to prevent encroachment around the local military base.

II.

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

**PASSED AND APPROVED** by a majority vote of the City Commission the 12th day of February, 2018.

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

**ATTEST:**

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

**APPROVED AS TO FORM**

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

# **AGENDA ITEM #17**

**City of Kingsville**  
**Planning and Development Services**

---

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Charles Sosa, Purchasing Manager

DATE: 01/31/2018

SUBJECT: Unlimited Managed Services Contract with Barcom Technology Solutions

---

**Summary:**

This item will allow staff to enter into a managed services contract with Barcom Technology Services for providing of contracted IT Help Desk functions. Barcom will supply unlimited Remote Help Desk service hours along with anti-virus software, patch management software, and a suite of remote management tools.

**Background:**

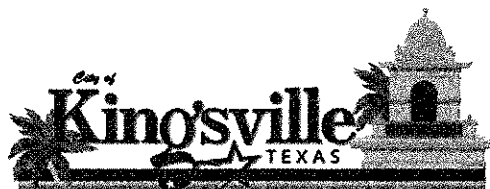
Barcom's services act to supplement small on-site IT departments which lack the staffing necessary to truly provide all tiers of support at any given time. If the number of projects or high-criticality tasks exceeds the number of available technicians, then any users seeking basic support will end up queued behind more critical or time-sensitive issues. In an effort to minimize wait time, existing staff is working extra hours to complete necessary tasks while also addressing simple issues as they arise. By leveraging Barcom for Tier 1 and 2 support, existing staff would be able to focus primarily on Tiers 3 and 4, which is more closely aligned with the vision of the Technology Department and City overall. Additionally, Barcom offers software to aid in remote support and maintenance which can be utilized by existing staff to increase efficiency in the performance of network and server related tasks.

**Financial Impact:**

\$5,265.00 one-time onboarding charge and \$3,115/month over the 7-month term of the contract for a total of \$27,070. Funds for these costs would be covered through the re-allocation of existing funds within the IT budget and efficiencies created through Barcom's providing of software which would otherwise be purchased separately.

**Recommendation:**

Approve Service Contract with Barcom Technology Services.



## City of Kingsville Planning and Development Services

IT Support follows the following 5-tier model with the highlighted tiers being those which Barcom would primarily handle.

Support Level	Function	Support methodology	Staffing needs
<b>Tier 0</b>	Self-help and user-retrieved information	Users retrieve support information from Web- and mobile-pages or apps, including FAQs, detailed product and technical information, blog posts, manuals, and search functions.	Tier 0 requires technical and marketing resources to create, maintain, and update product information.
<b>Tier 1</b>	Basic help desk resolution and service desk delivery	Support for basic customer issues such as solving usage issues and fulfilling service desk requests that need IT involvement.  If no solution is available, tier 1 personnel escalate incidents to a higher tier.	Lower level technical personnel, trained to solve known problems and to fulfill service requests by following scripts.
<b>Tier 2</b>	In-depth technical support	Experienced and knowledgeable technicians assess issues and provide solutions for problems that cannot be handed by tier 1.  If no solution is available, tier 2 support escalates the incident to tier 3.	Support personnel with knowledge of the product or service, but not necessarily at an engineer or programmer level
<b>Tier 3</b>	Expert product and service support	Access to the highest technical resources available for problem resolution Tier 3 technicians attempt to duplicate problems and define root causes, using product designs, code, or specifications.	Tier 3 specialists are generally the most highly skilled specialists, experienced with the IT environment and



**City of Kingsville**  
**Planning and Development Services**

Support Tier	Function	Support methodology	Support details
		Once a cause is identified, fixes are documented for use by tier 1 and tier 2 personnel.	infrastructure of a firm as a whole.
<b>Tier 4</b>	Outside support for problems not supported by the organization	<p>Contracted support for items provided by but not directly serviced by the organization, including repairs on leased equipment, vendor software support, and the like. This may also include projects which are handled by outside entities.</p> <p>Problems or requests are forwarded to tier 4 support and monitored by the organization for implementation.</p>	Preferred vendors and business partners providing support and services for items controlled by an entity



**RESOLUTION #2018-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN UNLIMITED MANAGED SERVICES CONTRACT WITH BARCOM TECHNOLOGY SOLUTIONS; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville is looking for more efficient options to manage its IT help desk and IT support and Barcom Technology Solutions provides an Unlimited Managed Services Contract for network managed services, which could help with such service needs; and

**WHEREAS**, Barcom Technology Solutions is a leading provider of managed services for PCs, servers, network and telephone systems; and

**WHEREAS**, the parties have worked on an Unlimited Managed Services Contract, which would be in effect for a term of seven months at which time the parties may make changes to the support costs and coverage otherwise the existing agreement will continue on a month to month basis; and

**WHEREAS**, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to enter into the agreement attached hereto.

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

I.

**THAT** the City Manager is authorized and directed as an act of the City of Kingsville, Texas to enter into an Unlimited Managed Services Contract between the City of Kingsville and Barcom Technology Solutions in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

**PASSED AND APPROVED** by a majority vote of the City Commission on the 12th day of February, 2018.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# **AGENDA ITEM #18**

**City of Kingsville  
Fire Department**

---

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Adrian Garcia, Fire Chief / EMC

DATE: February 12, 2018

SUBJECT: Multi-Jurisdiction Hazard Mitigation Plan - Resolution

---

**Summary:**

The Kingsville Office of Emergency Management is requesting to adopt the following Multi-Jurisdiction Hazard Mitigation Plan (HMP) as part of the City of Kingsville. This was a joint effort between FEMA, Kleberg County, Kenedy County, and the City of Kingsville to develop a HMP that identifies potential threats, provides mitigation goals, and mitigation actions.

**Background:**

The HMP was created in accordance to the Disaster Mitigation Act of 2000, which identifies mitigation goals and actions to reduce or eliminate long-term risk to our residents from potential future hazards and disasters.

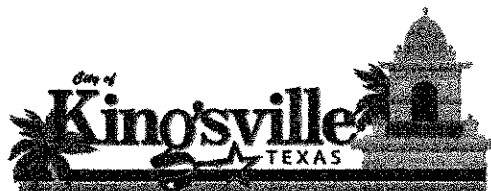
Furthermore, by adopting this HMP demonstrates the City's commitment to hazard mitigation and achieving the goals outlined in the plan. Lastly, by adopting the HMP will make the City of Kingsville eligible to apply for current and future Hazard Mitigation Grants.

**Financial Impact:**

No direct financial impact attached to the agreement, but will allow access to additional grant opportunities not available to the City of Kingsville before.

**Recommendation:**

The following Hazard Mitigation Plan is in support of efforts by the Kingsville Office of Emergency Management to improve our mitigation plans and better preparing the City of Kingsville for future disasters. Our recommendation is that the Commission approve the HMP resolution.



**RESOLUTION #2018-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF KINGSVILLE TEXAS, ADOPTING THE FEMA APPROVED KLEBERG AND KENEDY COUNTIES AND CITY OF KINGSVILLE, TEXAS MULTI-JURISDICTION HAZARD MITIGATION PLAN.**

**WHEREAS**, the City of Kingsville ("City") recognizes the threat that natural hazards pose to people and property within the City; and

**WHEREAS**, the City has created a Hazard Mitigation Plan for itself and its participants which is in accordance with the Disaster Mitigation Act of 2000; and

**WHEREAS**, the City of Kingsville, Texas Multi-Jurisdiction Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the plan from impacts of future hazards and disasters; and

**WHEREAS**, adoption by the City Commission demonstrates the City's commitment to hazard mitigation and achieving the goals outlined in the Plan; and

**WHEREAS**, adoption of this plan will make the City of Kingsville eligible to apply for current open and future Hazard Mitigation Grants; and

**WHEREAS**, a Hazard Mitigation Plan will provide guidance to Participating Jurisdictions, but does not require a specific financial commitment by the Participating Jurisdiction.

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

I.

**THAT** the City of Kingsville, Texas hereby adopts the FEMA approved Kleberg and Kenedy Counties and City of Kingsville, Texas Multi-Jurisdiction Hazard Mitigation Plan.

II.

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

III.

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

**PASSED AND APPROVED** by a majority vote of the City Commission on the 12th day of February, 2018.

---

Sam R. Fugate, Mayor

**ATTEST:**

---

Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

---

Courtney Alvarez, City Attorney

# **Kleberg and Kenedy Counties and City of Kingsville Multi-Hazard Mitigation Plan**

**Final Accepted Draft**

January 2018

**"Under the Federal Disaster Mitigation Act of 2000 (DMA 2000 or "the Act"), the participating jurisdictions are required to have a Federal Emergency Management Agency ("FEMA") - approved Local Hazard Mitigation Plan ("the Plan") in order to be eligible for certain pre- and post-disaster mitigation funds. Adoption of this Plan by the participating jurisdictions, and approval by FEMA will serve the dual objectives of providing direction and guidance on implementing hazard mitigation in the participating jurisdictions, and qualify them to obtain federal assistance for hazard mitigation. Solely to help achieve these objectives, the Plan attempts to systematically identify and address hazards that can affect the participating jurisdictions. Nothing in this Plan is intended to be an admission, either expressed or implied, by or on behalf of the participating jurisdictions, of any obligation, responsibility, duty, fault or liability for any particular hazard or hazardous condition, and no such obligation, responsibility, duty, fault or liability should be inferred or implied from the Plan, except where expressly stated."**

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## 1. Introduction and Background

### 1) Hazard Mitigation Plan History

Kenedy County was a participating jurisdiction in the *Cover the Border Plan* (CBP). However, that plan expired in 2013, and the County has been without a plan since then. Kleberg County and the City of Kingsville were both participating jurisdictions in the Coastal Bend Council of Governments' (CBCOG) Hazard Mitigation Plan which expired in November 2017. This Multi-Hazard Mitigation Plan is a new plan. It will rely on information from the CBP and the CBCOG plan, but it is not an update of those plans.

The mitigation planning regulation of the Disaster Mitigation Act<sup>1</sup> requires that mitigation plans be reviewed and updated every five years to maintain eligibility for mitigation grant funding. As part of this plan, the participating jurisdictions will develop a schedule to ensure that their hazard mitigation plan isn't allowed to lapse in the future.

The CBP plan identified 10 hazards facing the Rio Grande Border Region: hurricanes, drought, flooding, hazardous material release, fuel pipeline breach, dam failure, wildland fire, hail, tornadoes, and extreme summer heat. The CBP plan determined that severe winter storms, earthquakes, and expansive soils were low risk hazards, and therefore, didn't need to be mitigated.

Of the ten hazards identified in the CBP plan, two aren't natural hazards: hazardous material release and fuel pipeline breach. These hazards are better addressed in an emergency management plan, and will not be addressed in this plan.

The CBCOG plan identified six hazards for Kleberg County and five hazards for the City of Kingsville. Kleberg County's six hazards are coastal erosion, drought, flooding, hurricanes, tornadoes, and wildland fire. The City of Kingsville's five hazards are drought, flooding, hurricanes, tornadoes, and wildland fire.

This plan will address the following natural hazards:

**Table 1: Addressed Natural Hazard by Participating Jurisdictions**

Participating Jurisdictions	Kenedy County	Kleberg County	City of Kingsville
-----------------------------	---------------	----------------	--------------------

---

<sup>1</sup> 44 CFR §201.6(d)(3)

Flooding	✓	✓	✓
Hurricanes/Tropical Storms	✓	✓	✓
Wildland Fire	✓	✓	✓
Tornadoes	✓	✓	✓
Drought	✓	✓	✓
Coastal Erosion	✓	✓	☐
Dam/Levee Failure	☐	✓	✓
Expansive Soils	✓	✓	✓
Extreme Heat	✓	✓	✓
Hailstorm	✓	✓	✓
Severe Winter Storms	✓	✓	✓
Windstorms	✓	✓	✓
Lightning	✓	✓	✓

The local planning team determined that earthquakes and land subsidence have had negligible or no prior impact in the jurisdiction. In the planning team's opinion, it's unlikely these hazards will have an impact in the future, so they won't be addressed in this plan.

## 2) Purpose

Mitigation in the context of natural hazards means:

*Sustained action taken to reduce or eliminate long-term risk to people and property from hazards and their effects. Mitigation distinguishes actions that have a long-term impact from those that are more closely associated with preparedness for, immediate response to, and short-term recovery from a specific event.*

The main purpose of the hazard mitigation plan is reducing future losses in the participating jurisdictions by identifying mitigation strategies based on an analysis of risk, including both an assessment of each hazard and related vulnerability. The plan's mitigation strategies seek to identify potential loss-reduction opportunities; however, implementation of the strategies will be constrained to some extent by the future availability of funding in the context of other community priorities. It is unrealistic to expect that all future losses are able to be eliminated entirely. It is realistic to strive over coming decades to make the participating jurisdictions more disaster-resistant and resilient communities, as part of an overall "sustainable development" approach.

## **AGENDA ITEM #19**

**City of Kingsville  
Engineering/Public Works**

---

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Sharam Santillan, Capital Improvements Manager

DATE: Monday, February 12, 2018

SUBJECT: Ordinance authorizing the placement of stop signs on S. 20<sup>th</sup> at the E. Kenedy Ave and E. Lott Ave intersections.

---

**Summary:**

This item is for an ordinance authorizing the placement of stop signs at the intersection of S. 20<sup>th</sup> St. and E. Kenedy Ave and at the intersection of S. 20<sup>th</sup> St and E. Lott Ave.

**Background:**

Currently the intersections of E. Kenedy and E. Lott Avenue at 20<sup>th</sup> Street are both YIELD Sign condition intersections. Because of the various improvements that have taken place or will be taking place in this area such as the improvements to the Brookshire Pool, the opening of the Skate Park and overall improvements to Brookshire Park #2 as well as the proximity of Harvey Elementary School, City staff would like to recommend that we convert these two intersections to STOP Sign condition intersections. The recent and future improvements in this area have generated an increase in pedestrian traffic and YIELD signs are no longer the safest intersection condition application. Section 2B.07 "Multiway Stop Applications" of the MUTCD (Manual for Uniform Traffic Control Devices) supports the need for STOP signs at these intersections by meeting the criteria in which there is *"the need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes"*.

**Financial Impact:**

Funds from 001-5-3050-52200 Signs & Signals in the General Fund will be used for this project.

**Recommendation:**

Staff recommends the authorization of this item to ensure the safety of our citizens.



**ORDINANCE #2018-\_\_\_\_\_**

**AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES CHAPTER VII, ARTICLE 8, SECTION 3-TRAFFIC CONTROL DEVICES; PROVIDING FOR THE AUTHORITY TO REPLACE YIELD SIGNS WITH STOP SIGNS ON KENEDY AVENUE AT 20<sup>TH</sup> STREET AND ON LOTT AVENUE AT 20<sup>TH</sup> STREET; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.**

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

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

I.

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

**§7-8-3 TRAFFIC CONTROL AREAS.**

....

(B) AREA L:

...

AREA L		
Intersection	Direction	Device
1. Kenedy Ave. at Eighteenth St.	Southbound	Install stop sign
2. Kenedy Ave. at Nineteenth St.	Southbound	Install stop sign
3. <u>Kenedy Ave. at Twentieth St.</u>	<u>Northbound</u>	<u>Delete yield sign</u> <u>Install stop sign</u>
4. <del>3.</del> Kenedy Ave. at Twenty-First St.	Northbound	Install stop sign

<u>5.</u> <del>4.</del> — Kenedy Ave. at Twenty-Second St.	Northbound	Install stop sign
<u>6.</u> <del>5.</del> — Kenedy Ave. at Twenty-Third St.	Northbound	Install stop sign
<u>7.</u> <del>6.</del> — Kenedy Ave. at Twenty-Fourth St.	Northbound	Install stop sign
<u>8.</u> <del>7.</del> — Kenedy Ave. at Twenty-Sixth St.	Northbound	Install stop sign
<u>9.</u> <del>8.</del> — Lott Ave. at Twenty-Third St.	Southbound	Delete yield sign Install stop sign
<u>10.</u> <del>9.</del> — Lott Ave. at Twenty-Second St.	Southbound	Install stop sign
<u>11.</u> <del>10.</del> — Lott Ave. at Twenty-First St.	Southbound	Install stop sign
<u>12.</u> <del>Lott Ave. at Twentieth St.</del>	<u>Southbound</u>	<u>Delete yield sign</u> <u>Install stop sign</u>
<u>13.</u> <del>11.</del> — Lott Ave. at Nineteenth St.	Northbound	Delete yield sign Install stop sign
<u>14.</u> <del>12.</del> — Lott Ave. at Eighteenth St.	Northbound	Delete yield sign Install stop sign
<u>15.</u> <del>13.</del> Huisache Ave. at Sixteenth St.	Eastbound - Westbound	Install stop sign

<u>16.</u> <del>14.</del> Huisache Ave. at Seventeenth St.	Westbound	Install stop sign
<u>17.</u> <del>15.</del> Huisache Ave. at Nineteenth St.	Westbound	Install stop sign
<u>18.</u> <del>16.</del> Fordyce Ave. at Nineteenth St.	Westbound	Install stop sign
<u>19.</u> <del>17.</del> Fordyce Ave. Eighteenth St.	Eastbound	Install stop sign
<u>20.</u> <del>18.</del> Fordyce Ave. at Seventeenth St.	Westbound	Install stop sign
<u>21.</u> <del>19.</del> Johnston Ave. at Seventeenth St.	Eastbound	Install stop sign
<u>22.</u> <del>20.</del> Johnston Ave. at Nineteenth St.	Westbound	Install stop sign
<u>23.</u> <del>21.</del> Warren Ave. at Nineteenth St.	Southbound	Install stop sign
<u>24.</u> <del>22.</del> Warren Ave. at Inez St.	Southbound	Install stop sign
<u>25.</u> <del>23.</del> Warren Ave. at Twenty-First St.	Southbound	Install stop sign
<u>26.</u> <del>24.</del> Calvin St. at Twenty-First St.	Westbound	Install yield sign
<u>27.</u> <del>25.</del> Linda St. at Twenty-First St.	Westbound	Install yield sign
<u>28.</u> <del>26.</del> Nancy St. at Twenty-First St.	Westbound	Install yield sign

<u>29.</u> 27. Mildred St. at Twenty-First St.	Westbound	Install yield sign
<u>30.</u> 28. Oklahoma Ave. at Twenty Fourth St.	Southbound	Install stop sign
<u>31.</u> 29. Oklahoma Ave. at Twenty Fifth St.	Southbound	Install stop sign
<u>32.</u> 30. Oklahoma Ave. at Twenty Sixth St.	Southbound	Install yield sign
<u>33.</u> 31. Louisiana Ave. at Twenty Second St.	Northbound	Install stop sign
<u>34.</u> 32. Huisache Ave. at Lott Ave.	Northbound	Install stop sign
<u>35.</u> 33. Fordyce Ave. at Lott Ave.	Northbound	Install stop sign
<u>36.</u> 34. Johnston Ave. at Lott Ave	Northbound	Delete yield sign Install stop sign
<u>37.</u> 35. Louisiana Ave. at Johnston Ave.	Northbound	Install stop sign
<u>38.</u> 36. Oklahoma Ave. at Johnston Ave.	Westbound	Install stop sign
<u>39.</u> 37. Twenty Third St. at John St.	Northbound - Southbound	Install stop sign

<u>40.</u> <del>38.</del> Maple St. at Nineteenth St.	Westbound	Install yield sign
<u>41.</u> <del>39.</del> Colorado Ave. at Louisiana Ave.	Southbound	Install yield sign

....

## 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 12th day of February, 2018.

**PASSED AND APPROVED** on this the 26th day of February, 2018.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

## **AGENDA ITEM #20**

**City of Kingsville  
Police Department**

---

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Ricardo Torres, Chief of Police

DATE: January 31, 2018

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

---

**Summary:**

The police department is requesting a resolution for application and acceptance of Homeland Security Grant Projects.

**Background:**

Kingsville PD is the host site for the VIPER 9-1-1 system supporting the southern portion of the Cities and Counties in the Coastal Bend Council of Governments. To prevent, damage or destruction of the system by an act of terrorism we propose obtaining an access control system for the City of Kingsville Law Enforcement Center. Not only will this system maintain the security of the facility the system will work with the CBCAN regional responder ID/access program, as well as the CBCAN communications capabilities.

Continued smuggling along the border and up thru U.S. Hwy 77, a HIDTA corridor, have had connections to known terrorist groups, drug trafficking organizations, human trafficking organizations and other special interest groups. Law Enforcement has on occasion attempted to stop vehicles with these individuals only to have the offenders evade on foot or in vehicles. This is further exacerbated when these offenders go into residences, schools, or places of businesses and barricade themselves and sometimes takes hostages to avoid police. It is critical that responding specialized units that deal with these scenarios have appropriate communications that will operate even when shots are being fired so that team leaders can issue commands and so that operators respond effectively and efficiently. Team members will utilize the Clarus XPR the industry's smallest and lightest tactical system with in-ear microphone and hear thru technology to communicate with each other. The team will also utilize a Mobile Command Module with Steel 2-way (Push to Talk) Throw Speaker & 200ft Cable Reel, roller Carry Case,



**City of Kingsville  
Police Department**

Headset with Boom Mic and Accessories to converse with the offender.

**Financial Impact:**

The Clarus SPR for use by KPD tactical operators come in at a cost of \$580.00 per unit. The KPD Tactical Team request a total of 15 of the head sets to outfit operators, snipers and spotters of the unit to communicate with each other.

Cost for 15 Clarus XPR is \$8,700.00

The S.W.A.T. Tactical Command Unit (TCU)—3 will be used to communicate with the offender, and an additional 400ft Cable w/reel for additional distance as needed.

Cost for TCU—3 is \$6,070.00.

New access control system for Kingsville Law Enforcement Center.

1. Removal of existing old access components - \$250/door \$2,500 for 10 doors
2. Replacement of existing door lock mechanical hardware - \$1,500 per door or \$15,000 for 10 doors
3. Adding new card readers and cabling - \$750/door – or \$7,500 for 10 doors
4. Backup (onsite) server – \$2,000 for project
5. IP connectors (control panel) for controlling door schedule - \$400/door or \$4,000
6. Power supplies and battery backup - \$1,500 for project
7. Mobilization, Consulting - \$4,000
8. Project Management w/ACS overhead (10%) - \$3,500
9. Recommended Contingency (5%) - \$2,000

Cost for access control project \$40,650.00

**GRAND TOTAL FOR ALL PROJECTS IS \$55,420.00**

**Recommendation:**

We request approval to apply for the equipment as outlined above and to administer and purchase the equipment upon award of said grant.





Based on our best experience, this is what I would budget for a best-in-class access control system.

1. Removal of existing old access components - \$250/door \$2,500 for 10 doors
2. Replacement of existing door lock mechanical hardware - \$1,500 per door or \$15,000 for 10 doors
3. Adding new card readers and cabling - \$750/door – or \$7,500 for 10 doors
4. Backup (onsite) server – \$2,000 for project
5. IP connectors (control panel) for controlling door schedule - \$400/door or \$4,000
6. Power supplies and battery backup - \$1,500 for project
7. Mobilization, Consulting - \$4,000
8. Project Management w/ACS overhead (10%) - \$3,500
9. Recommended Contingency (5%) - \$2,000

Total Recommended Budget Cost of \$40,650 for top of the line door hardware and access control system. Keeping existing mag locks would drop the cost estimate by 30%, but is not a top of the line access system, that you described to me. We will try to minimize any damage to the building, however, this estimate assumes the Kingville PD will be responsible for any drywall fixes and touch up painting after the installation.

This system will work with the CBCAN regional responder ID / access program, as well as the CBCAN communications capabilities. I hope this helps.

Best regards, Joe  
Joe Abrams, Chairman  
Alliance for Community Solutions  
[JoeA@YourACS.org](mailto:JoeA@YourACS.org)  
913-461-6012



**LAW ENFORCEMENT  
PRODUCTS & SERVICES**  
 400 NORTH BROADWAY, 4TH FLOOR  
 MILWAUKEE, WI, USA 53202  
 PH: 414-276-4471 | FH: 414-276-1533  
[WWW.ETGI.US](http://WWW.ETGI.US)

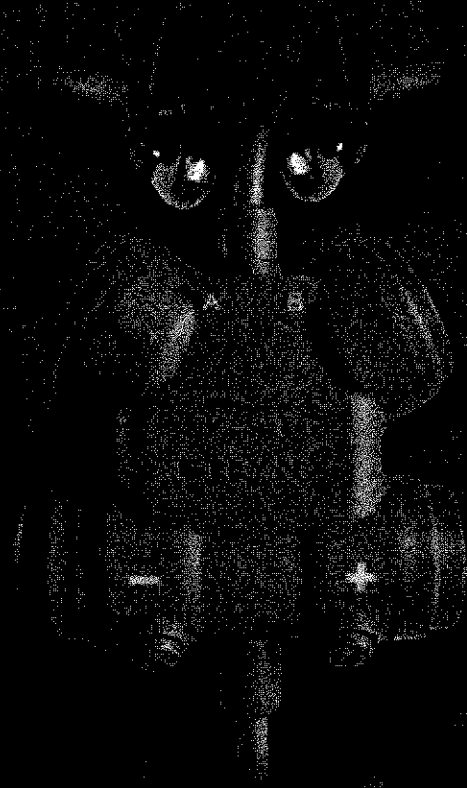
Kingsville Police Dept. (TX)						
S.W.A.T. Tactical Command Unit (TCU) -3						
RFQ#-SWAT-Kingsville PD-013118						
January 31, 2018						
Item #	Description	List Price	QTY	Price/Unit	Total	
ETG-SWAT-TCU3	Mobile Command Module with Steel 2-way (Push to Talk) Throw Speaker & 200ft Cable Reel, roller Carry Case, Headset with Boom Mic & Accessories	\$5,495.00	1	\$5,495.00	\$5,495.00	
ETG-SWAT-TCU400	400ft Cable w/Reel	\$575.00	1	\$575.00	\$575.00	
Terms & Conditions:			USD	Shipping TOTAL	included	\$6,070.00

\*Please allow 30 to 60 days for delivery after receipt of order (ARO)  
**PO, VI or MC accepted**  
 Net 30 to Credit Approved  
**We accept Visa, Mastercard and Authorized Purchase Orders**  
 Prices subject to change without notice



# CLARUS XPR

SMART TACTICAL HEADSET SYSTEM



**WORLD'S SMALLEST AND LIGHTEST  
TACTICAL HEADSET SYSTEM**

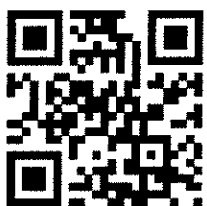
**IN-EAR MICROPHONE FOR EASY, CLEAR  
COMMS**

**HEAR-THRU TECHNOLOGY FOR FULL  
SITUATIONAL AWARENESS**

**SUPPORTS SINGLE RADIO OR  
SIMULTANEOUS RADIO / MOBILE PHONE**

**PLUG AND PLAY SIMPLICITY**

**DURABLE MODULAR HEADSET SOLUTION**



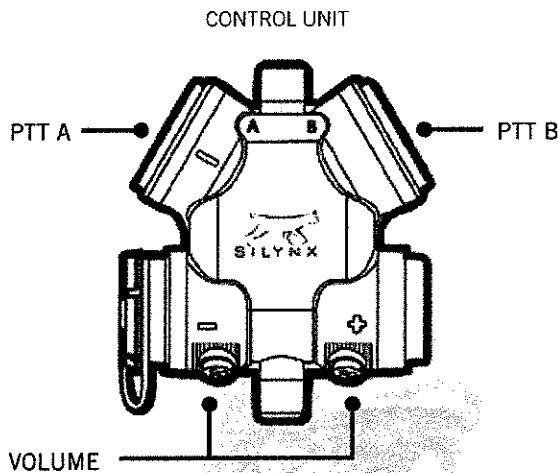
# OVERVIEW

CLARUS XPR Smart Tactical Headset System

CLARUS XPR is the latest addition to the CLARUS headset family, the world's smallest and lightest tactical headset systems. With combat proven Silynx hearing protection and an in-ear microphone, the low-profile CLARUS XPR provides active protection from both impulse and steady-state noise and reliable, clear communications. Hear-thru technology and sound localization ensure that the user retains full situational awareness, in tune with ambient sounds.

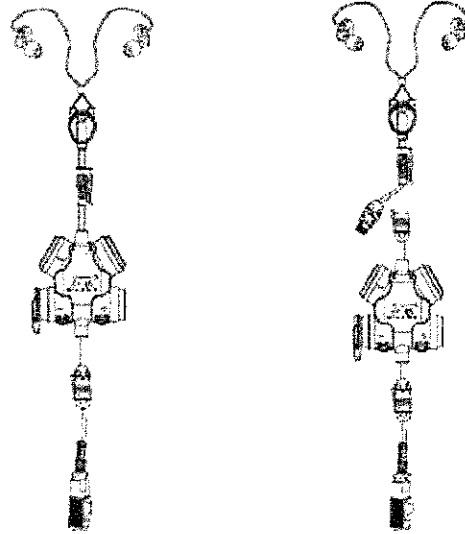
Compatible with a broad range of radios, CLARUS XPR can be configured to support one radio or both a radio and mobile phone. Available with either a fixed lead in-ear headset or a modular quick disconnect (QDC) headset adaptor, CLARUS XPR is a versatile, cost-effective, and durable headset solution.

## SYSTEM



Fixed Headset Config

Removeable Headset Config



## TECH SPECS

### Acoustical Response

Speaker Frequency Spectrum..... 60 Hz to 10,000 Hz  
 Sound Pressure Level..... > 115 dB  
 Max Audio Input Level..... 3Vp-p  
 Microphone Frequency Range..... 60 Hz to 9,000 Hz  
 Audio Input Type..... Single-ended or Differential  
 Audio Output Level..... > 3mVrms, 600Ω

### Hear-Thru System

Impulse Noise Protection  
 Extended Sound Localization

### PC Programmer

OS Support..... MS Windows XP, Vista and 7  
 Interface..... USB, Serial

### Battery Life Expectancy

Internal..... 40 Hours AAA  
 Powered from radio at 5V, 8mA

### Environmental

Operating Temperature..... -40°C to +72°C  
 Storage Temperature..... -40°C to +72°C  
 Humidity..... 95%  
 Immersion (Control Box)..... 20m for 30min  
 Immersion (In-Ear Headset)..... 1m for 30min

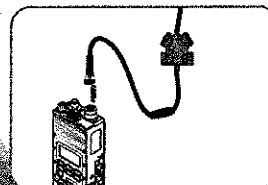
Tested to MIL-STD-810F

### Dimensions

Control Box ..... 2.2in (W) x 2.1in (L) x 0.9in (H)

### Weight

Control Box..... 119g (excluding battery)  
 Headset..... 70g



Single lead interchangeable radio connection

\*Specifications are subject to change without notice.

**RESOLUTION NO. 2018-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY TO SUBMIT AN APPLICATION TO THE OFFICE OF THE GOVERNOR FOR A HOMELAND SECURITY GRANT FOR THE PURPOSE OF REQUESTING GRANT FUNDING ON BEHALF OF THE CITY FOR EQUIPMENT FOR LAW ENFORCEMENT PURPOSES FOR THE KINGSVILLE POLICE DEPARTMENT WITH NO ANTICIPATED CASH MATCH.**

**WHEREAS**, the City Commission of the City of Kingsville finds it in the best interest of the citizens of Kingsville, that the Kingsville Police Department participate in an application to the Office of the Governor for the Homeland Security Grant Program for grant monies for audio headsets, security access control equipment, and other equipment for law enforcement personnel from the Office of the Governor-Homeland Security Grants Division 2018 State Homeland Security Program; and

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

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

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

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

**I.**

**THAT** the City Commission of the City of Kingsville approves the submission of the grant application for the Homeland Security Grant Program for audio headsets, security access control equipment, and other equipment for law enforcement personnel to the Office of the Governor.

**II.**

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

**PASSED AND APPROVED** by a majority vote of the City Commission the 12th day of February, 2018.

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

**ATTEST:**

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

**APPROVED AS TO FORM**

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

## **AGENDA ITEM #21**

**City of Kingsville  
Engineering/Public Works**

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**TO:** Mayor and City Commissioners

**CC:** Jesus A. Garza, City Manager

**FROM:** Rudy Mora, City Engineer

**DATE:** Monday, February 12, 2018

**SUBJECT:** Consider accepting a donation of a Mayline Wood Drafting table from Ernest L. Anderson American Legion Post 99, Kingsville, Texas to be used by the City's Engineering Department.

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**Summary:**

This item is to consider accepting a donation of a Mayline Drafting table to the City's Engineering Department.

**Background:**

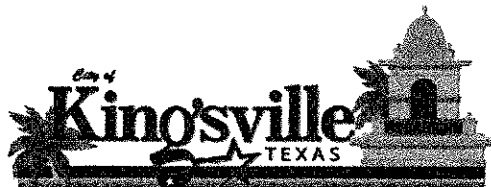
The Mayline Wood 4-post Drafting table is a classically styled drafting table that could serve multiple purposes such as a work station for Engineering staff and is an adequate sized table where new development plans submitted to the Planning Department can be reviewed by Engineering staff. The work surface is made of easy-clean melamine laminate with a birch wood grain look and measures 37-1/2"W x 37"H. The value of this quality drafting table is approximately \$1,700.00

**Financial Impact:**

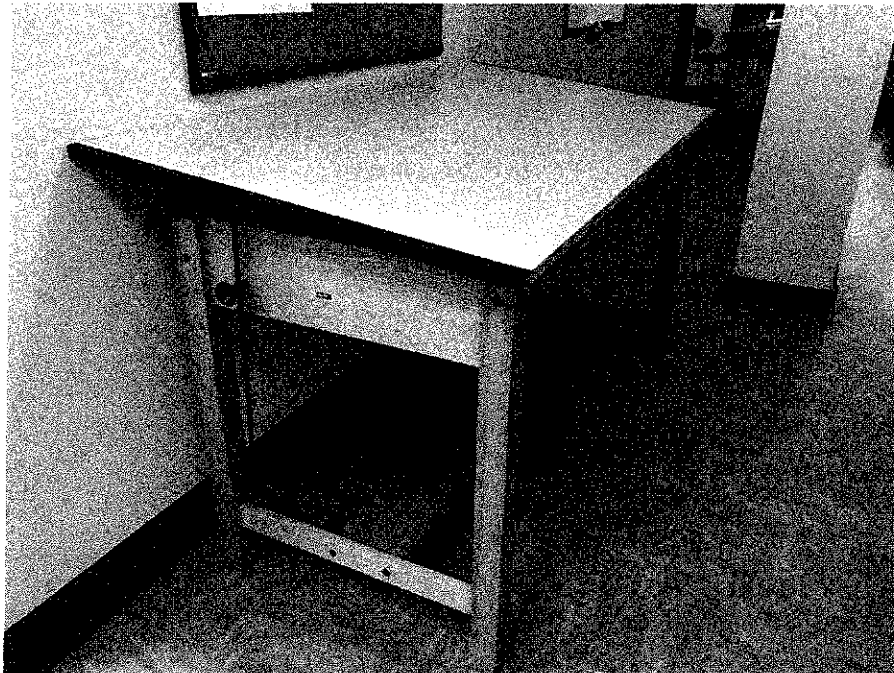
No financial impact.

**Recommendation:**

Staff recommends the acceptance of the Mayline Drafting table from Ernest L. Anderson American Legion Post 99, Kingsville, Texas.



**City of Kingsville  
Engineering/Public Works**



## **AGENDA ITEM #22**

## **AGENDA ITEM #23**

## **AGENDA ITEM #24**

## **AGENDA ITEM #25**

**RESOLUTION #2018-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE SALE OF THE CITY'S 11.013 ACRES OF LAND LOCATED OFF US HWY 77 BUSINESS/LOOP 428 AT KT&I CO., BLOCK 18, LOT PT 9, 10 IN KINGSVILLE, TEXAS.**

**WHEREAS**, the City of Kingsville owns 11.013 acres of land off Loop 428 at KT&I Co., Block 18, Lot Pt 9, 10, in Kingsville, Texas;

**WHEREAS**, the land is undeveloped and the City has no future plans for the land;

**WHEREAS**, the City Commission of the City of Kingsville finds it in the best interest of the citizens of Kingsville that the 11.013 acres of city-owned land off Loop 428 at KT&I Co., Block 18, Lot Pt 9, 10, in Kingsville, Texas be placed for sale as authorized by the Texas Local Government Code; and

**WHEREAS**, the City believes that placing the land for sale would place the property back on the tax roll and may allow for future development of the property; 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**, on March 13, 2017 the City Commission via Resolution #2017-16 found that the property does not meet any of the exceptions to the bidding requirement as set out in Texas Local Government Code Section 272.001, and authorized staff to proceed with placing the property for sale 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;

**WHEREAS**, the City previously approved Resolution #2017-77 on November 13, 2017 to enter into a Commercial Real Estate Listing Agreement with the exclusive right to sell with a local broker Lynn Yaklin in order to list the property through a multiple-listing service pursuant to state law;

**WHEREAS**, the property was listed by the real estate broker on a multiple-listing service for at least 30 days;

**WHEREAS**, an offer has been received by the broker using the multiple-listing service from a ready, willing, and able buyer who submitted the highest cash offer;

**WHEREAS**, the City Manager now needs authority from the City Commission to execute a contract for the purchase of this real property and to take actions necessary to sell the identified property; and

**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 and directs the City Manager as an act of the City of Kingsville, Texas to take actions necessary to complete the real property sale in compliance with the Texas Local Government Code for the City's real property located at 11.013 acres of city-owned land off Loop 428 at KT&I Co., Block 18, Lot Pt 9, 10, in Kingsville, Texas.

II.

**THAT** any expense related to the sale and any outstanding liens or encumbrances should be paid for out of the sale proceeds.

III.

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

IV.

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

**PASSED AND APPROVED** by a majority vote of the City Commission the 12th day of February, 2018.

---

Sam Fugate, Mayor

**ATTEST:**

---

Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

---

Courtney Alvarez, City Attorney