

City of Kingsville, Texas

AGENDA CITY COMMISSION MONDAY, SEPTEMBER 27, 2021 REGULAR MEETING

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

**Conference Line call: 1 (415) 655-0001 and
when prompted type access code: 126 210 9951 #**

OR

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

I. Preliminary Proceedings.

OPEN MEETING

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

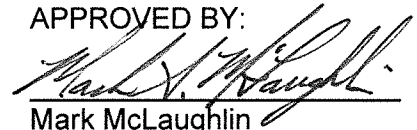
MINUTES OF PREVIOUS MEETING(S)

Regular Meeting - August 23, 2021

Special Meeting – September 7, 2021

Regular Meeting - September 13, 2021

APPROVED BY:



Mark McLaughlin
City Manager

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

1. Public Hearing on a request for a special use permit for New or Reconditioned Auto Parts, Indoors use at Andrews 1, Lot South 90' A, also known as 1911 S. Brahma Blvd., Kingsville Texas. Jacob Carmona, authorized agent and applicant; Herman Ohlenbusch, owner. (Director of Planning & Development Services).

2. Public Hearing on a request to rezone Sims 3, Block 3, Lot 35, 36, also known as 920 E. Ave. D, Kingsville, Texas from C4 (Commercial) to R1 (Single-Family Residential). Ramona Haskins, authorized agent and applicant; Regino Chavana, owner. (Director of Planning & Development Services).

III. Reports from Commission & Staff.²

"At this time, the City Commission and Staff will report/update on all committee assignments which may include, but is not limited to, the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board, Library Board, Health Board, Tourism, Chamber of Commerce, Coastal Bend Council of Governments, Conner Museum, Keep Kingsville Beautiful, and Texas Municipal League. Staff reports include the following: Building & Development, Code Enforcement, Condemnation Update, Proposed Development Report; Accounting & Finance –

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

IV. Public Comment on Agenda Items.³

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

V.

Consent Agenda

Notice to the Public

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

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

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

None.

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

1. Consider introduction of an ordinance amending the zoning ordinance by granting a Special Use Permit for New or Reconditioned Auto Parts, Indoors use in C2 (Retail District) at 1911 S. Brahma Blvd., Kingsville, Texas, also known as Andrews 1, Lot South 90' A. (Director of Planning & Development Services).
2. Consider introduction of an ordinance amending the zoning ordinance by changing the zoning map in reference to Sims 3, Block 3, Lot 35, 36, also known as 920 E. Ave. D, Kingsville, Texas from C4 (Commercial District) to R1 (Single-Family Residential District). (Director of Planning & Development Services).
3. Consider a resolution approving the City of Kingsville's 2021 Tax Roll as submitted by the Kleberg County Tax Assessor-Collector pursuant to the Texas Property Tax Code, Chapter 26, Section 26.09(e). (Finance Director).
4. Consider a resolution approving and authorizing execution of a Participation Agreement and Trust Instrument for participation in a public funds investment pool, designating the Board of Trustees of the Pool as an agency and instrumentality to supervise the Pool, approving investment policies of the Pool, appointing authorized

representatives, and designating investment officers. (Local Government Investment Cooperative-LOGIC). (Finance Director).

5. Consider a resolution authorizing participation in the TxPool Investment Pools and Designating Authorized Representatives. (Finance Director).

6. Consider a resolution authorizing the City Manager to enter into an Agreement between the City of Kingsville, Texas and Garver for Professional (engineering) Services for Wastewater Treatment Plant Performance Evaluation. (City Engineer).

7. Consider City support for events and parades for FY21-22. (Interim Downtown Manager).

8. Consider accepting donations from Brookshire Foundation and Bright Star Child Development Center for Park recreation programs. (Parks Director).

9. Consider introduction of an ordinance amending the Fiscal Year 2020-2021 budget to accept and expend donations from Brookshire Foundation and Bright Star Child Development Center for recreation programs. (Parks Director).

10. Consider a resolution accepting award of funds for Local Border Security Program FY2022 from the Office of the Governor, Public Safety Office for law enforcement personnel costs, fuel, and equipment; authorizing the Chief of Police to act on the City's behalf with such program. (Police Chief).

11. Consider introduction of an ordinance amending the Fiscal Year 2020-2021 budget to accept and expend funds from the 2022 Local Border Star Security Program for personnel costs. (Police Chief).

12. Consider introduction of an ordinance amending the Fiscal Year 2020-2021 budget to cover the bond issuance costs on the four Texas Water Development Board projects with cash match funds transferred in for this purpose. (Finance Director).

13. Consider introduction of an ordinance amending the Fiscal Year 2020-2021 budget to accept and expend the reimbursement from TxDOT for the City's share of the US 77 Utilities Relocation Project. (Finance Director).

14. Consider introduction of an ordinance amending the Fiscal Year 2020-2021 budget to cover FEMA COVID additional funding for eligible items. (Finance Director).

15. Consider introduction of an ordinance amending the Fiscal Year 2020-2021 budget to cover the 2021 bond refunding transaction. (Finance Director).

16. Consider introduction of an ordinance amending the Fiscal Year 2020-2021 budget to cover the final expenditures on Tx. CDBG #7218269. (Finance Director).

17. Consider introduction of an ordinance amending the Fiscal Year 2020-2021 budget to cover negative line items for the Economic Development Fund 098 for the end of year salary accrual and an additional incentive agreement payment for Marshalls. (Finance Director).

18. Consider introduction of an ordinance amending the Fiscal Year 2020-2021 budget to cover overage on the equipment purchased with grant funds received from the SWB Rural and Tribal Assistance Grant. (Finance Director).

19. Consider introduction of an ordinance amending the Fiscal Year 2020-2021 budget to cover overage on motor gas and oil for the Solid Waste Management Department. (Finance Director).

20. Consider introduction of an ordinance amending the Fiscal Year 2020-2021 budget to cover the Incentive Agreement payments for Chick-fil-a for April through September. (Finance Director).

21. Consider a resolution authorizing the City Manager to enter into a Lease Agreement with Kleberg First National Bank for parking on the north side of the Municipal Building downtown. (City Manager).

22. Consider a resolution nominating certain person(s) as candidate(s) for election to the Board of Directors for the Kleberg County Appraisal District. (Commissioner Torres).

23. Discussion on American flags in downtown area. (Commissioner Torres).

24. Discussion on Animal Control and days of stay. (Commissioner Torres).

25. Consider a resolution adopting the City of Kingsville Fire Department Charity Care Assistance Policy. (Finance Director/Fire Chief).

VII. Adjournment.

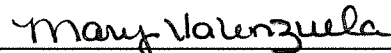
1. No person's comments shall exceed 5 minutes. Cannot be extended by Commission.
2. No person's comments shall exceed 5 minutes without permission of majority of Commission.
3. Comments are limited to 3 minutes per person. May be extended or permitted at other times in the meeting only with 5 affirmative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

NOTICE

This City of Kingsville and Community Room are wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at 361/595-8002 or FAX 361/595-8024 or E-Mail mvalenzuela@cityofkingsville.com for further information. Braille Is Not Available. The City Commission reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, Section 551-071 (Consultation with Attorney), 551-072 (Deliberations about Real Property), 551-073 (Deliberations about Gifts and Donations), 551-074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551-086 (Certain Public Power Utilities: Competitive Matters), and 551-087 (Economic Development).

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

September 23, 2021 at 4:30 P.M. and remained so posted continuously for at least 72 hours proceeding the schedule time of said meeting.



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

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

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

MINUTES OF PREVIOUS MEETING(S)

AUGUST 23, 2021

A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, AUGUST 23, 2021 IN THE HELEN KLEBERG GROVES COMMUNITY ROOM, 400 WEST KING AVENUE, KINGSVILLE, TEXAS AT 4:00 P.M.

CITY COMMISSION PRESENT:

Sam R. Fugate, Mayor
Hector Hinojosa, Commissioner
Norma N. Alvarez, Commissioner
Ann Marie Torres, Commissioner

CITY COMMISSION ABSENT:

Edna Lopez, Commissioner

CITY STAFF PRESENT:

Mark McLaughlin, City Manager
Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
Kyle Benson, IT Manager
Derek Williams, IT
Uchechukwu Echeozo, Director of Planning & Development Services
Deborah Balli, Finance Director
Susan Ivy, Parks Director
Rudy Mora, Engineer
Bill Donnell, Public Works Director
Juan J. Adame, Fire Chief
Diana Gonzales, Director of Human Resources
David Solis, Risk Manager
Charlie Sosa, Purchasing Manager
Nicholas Daniels, Building Official
Emilio Garcia, Health Director
David Bodiford, Accounting Assistant
Mike Mora, Capital Improvements Manager
Avelino Valdez, Street Supervisor
Cameron Whittington, Water Construction Supervisor
Arturo Perez, Garage Supervisor
Frank Garcia, Wastewater Supervisor

I. Preliminary Proceedings.

OPEN MEETING

Mayor Fugate opened the meeting at 4:00 p.m. with all four Commission members present. Commissioner Lopez being absent.

CONVENE INTO BUDGET WORKSHOP AT 4:00 P.M.:

Review and discuss proposed fiscal year 2021-2022 budget for departments of the City of Kingsville. (City Manager).

Future TXDOT Projects: Rudy Mora, City Engineer

TXDOT will be doing a surface seal on FM 1356 General Cavazos from US 77 west across the railroad tracks to the intersection with Franklin Adams then turn north and proceed to the "T" intersection at Caesar Ave. They will also still be working on US 77 from FM 1356 General Cavazos to County Road 2130. They will also continue work on the frontage roads off US 77.

Safe Routes to School Grant Fund:

This fund accounts for grant proceeds for the projects identified in the Safe Routes to School grant. The grant will connect Harvey Elementary to Jubilee Academy and Brookshire Pool/Skate Park to the Boys and Girls Club and extend to 14th Street with 6-foot-wide sidewalks. ADA ramps and crosswalks. This is a reimbursable grant with a \$0 match. Engineering services will be done in-house. The project is expected to start in the Fall of 2022. Fiscal year 21-22 estimated beginning fund balance \$77,602. Budgeted revenues \$774,520 and budgeted expenditures of \$852,122. Estimated ending fund balance \$0 for fiscal year 21-22. Revenues of \$774,520 for construction reimbursements as per grant award. Expenditures of \$852,122 for construction costs of \$795,214, this cost includes \$20,694 for matching funds which may not be needed since it ended up being a \$0 cash match. There is an in-kind service for \$56,908.

Texas CDBG Main Street Grant #7219192 Grant Fund 101:

This fund is used to account for grant proceeds for the TXCDBG Main Street Grant #7219192 awarded for sidewalk improvements in the downtown area. The award includes \$350,000 construction costs and \$70,000 matching funds for Engineering & Program Administration for a total of \$420,000. Fiscal year estimated beginning fund balance is \$0 with budgeted revenues of \$350,000 grant proceeds and budgeted expenditures of \$350,000 grant construction costs. Fiscal year ending fund balance estimated at \$0. Mr. Mora stated that this project started in June 2021 and should be completed in December 2021.

Ms. Alvarez commented that the project would need to be completed by December, or we would need to refund the money.

Patrick Leahy Bulletproof Vest Fund 108: Ricardo, Torres, Chief of Police

This fund accounts for the proceeds of the Patrick Leahy Bulletproof Vest Grant. This grant is awarded for 2 years. The amount budgeted includes an award of \$9,170 from 2020 and \$10,000 from 2021 with a 50% cash match. FY 21-22 estimated beginning fund balance of \$0. Budgeted revenues are \$19,170 of which are made up of grant revenues of \$9,585 and cash match transfer of \$9,585. Budgeted expenditures are \$19,170, leaving the FY 21-22 with an estimated ending fund balance of \$0.

City-Wide Wastewater Collection System Improvements Grant Fund 113: Rudy Mora, City Engineer

This fund is used to account for the grant proceeds of the General Land Office Citywide Wastewater Collection System Grant Fund. This is the \$300,000 grant the city was awarded earlier this year. This project is proposed to begin in November 2022 and be completed by September 2024. This grant includes seven activities: Activity 1, three pump lift station and 14th street line replacement; Activity 2, 78 manhole repairs; Activity 3, Utility line replacement parallel to IH69 from Corral to Santa Gertrudis; Activity 4, Utility line replacement, Johnston & Fordyce, from 17th to 18th; Activity 5, Utility line replacement, Lott Street to 10th Street; Activity 6, Utility line replacement, 10th Street from Ragland to Santa Gertrudis; Activity 7, Lift station rehabilitation. Fiscal year 21-22 estimated beginning fund balance is \$0. Budgeted revenues are \$7,366,778, grant proceeds of \$7,293,110 for construction of \$5,898,547; Engineering \$884,782; Administration \$509,781. Budgeted expenditures are \$7,366,778, leaving the fiscal year 21-22 estimated ending fund balance at \$0.

Mayor Fugate asked if the streets project will be in-kind or bided out? Mr. McLaughlin responded that it would be bided out.

Southwest Border Rural & Tribal Assistance Grant Fund 114: Ricardo Torres, Chief of Police

This grant was awarded for two License Plate Reader packages, which include a Rapiscan Detection Unit. Fiscal year 21-22 estimated beginning fund balance is \$0 with budgeted revenues of \$61,076 and expenditures of \$61,076 leaving the fund balance at an estimated amount of \$0.

TWDB Drainage Master Plan Location 7 Improvement Project #40135 Fund 116: Rudy Mora

This fund is used to account for the grant and loan proceeds for Location 7 of the Drainage Master Plan. This location will relieve drainage issues along Pasadena Drive and in Glover Park Subdivision on the southwest side of the City. It includes upsizing approximately 1,600 linear feet to stormwater drainage, adding 17 curb inlets, and completing 2,900 linear feet of channel excavation to improve flow hydraulics. Budgeted revenues are \$1,356,000 for grant funds of \$602,000 and loan proceeds of \$754,000. Budgeted expenditures are \$1,356,000. Mr. Mora stated that \$44,000 matching funds are recorded in the fiscal year 20-21 budget.

TWDB Drainage Master Plan Location 1 Improvement Project #40142 Fund 117:

This is for location 1 of the drainage master plan and is approximately 85 acres, fully developed, and includes approximately 125 homes in Fairview Heights and San Joes Estates subdivision on the northeast side of the city. Budgeted revenues are \$1,356,000 for grant funds of \$602,000 and loan proceeds of \$754,000. Mr. Mora stated that \$44,000 matching funds are recorded in fiscal year 20-21. This project should begin in April 2022 and be completed by December 2022.

TWDB Drainage Master Plan Location 3 Improvement Project #40143 Fund 118:

Location 3 of the Drainage Master Plan and will relieve drainage issues in the Forest Park 2 subdivision on the east side of the City. It includes replacing approximately 900 linear feet (LF) of an existing stormwater drainage system and installing 2,800 LF of a new stormwater drainage system, 10 additional inlets, and seven curb inlet extensions. Budgeted Revenues are \$1,456,000 for Grant Funds of \$645,000 and Loan Proceeds of \$811,00. Budgeted Expenditures are \$1,456,000 leaving FY 21-22 Estimated Ending Fund Balance at \$0. Mr. Mora stated that \$44,000 matching funds are recorded in fiscal year 20-21. This project is an eight-month long project and is proposed to be completed in December 2022.

TWDB Drainage Master Plan Location 3 Improvement Project #40144 Fund 119:

Grant and loan proceeds for Location 4 of the Drainage Master Plan will relieve drainage issues in Sarita Park 4, Sarita Park 5, and Southmore Acres subdivisions on the south-central side of the City. It includes completing approximately 1,600 linear feet (LF) of channel excavation and installing 3,150 LF of a new stormwater drainage system. Budgeted Revenues are \$1,856,000 for grant funds of \$817,000 and loan proceeds of \$1,039,000. Budgeted Expenditures are \$1,856,000. Mr. Mora stated that \$44,000 matching funds are recorded in fiscal year 20-21. This project is also an eight-month long project and is proposed to be completed in August 2022.

Ms. Alvarez commented that these are the four projects that are identified in the Drainage Master Plan.

General Land Office (GLO) Hurricane Harvey Mitigation Grant Fund:

GLO Hurricane Harvey Mitigation grant include the following: 675 ft of 36 inch reinforced concrete pipe (RCP), 6 inlets for \$1 million on E Santa Gertrudis Ave; 300 ft of 7 ft x 4 ft, 1,600 ft of 7 ft x 5 ft box culverts, 5 inlets at \$1.2m for 17th Street; 900 ft of 8 ft x 6 ft, 884 ft of 10 ft x 6 ft box culverts, 5 inlets at \$2.4m for E. Caesar Avenue; 800 ft of 6 ft x 3 ft, 8,535 ft of 10 ft x 6 ft box culverts, 25 inlets at \$9.1 million for S Brahma Blvd; 850 ft of 9 ft x 7 ft, 700 ft of 10 ft x 7 ft box culverts, 9 inlets at \$2.4 million for E Caesar Ave; 300 ft of 12 in RCP at \$2 million for E Carlos Truan Blvd; 3,200 ft of 8 ft x 4 ft box culverts, 10 inlets at \$2.4 million for S. 6th Street; 200 ft of 24 in RCP for \$0.2 million for Paulson Falls Blvd; 2,000 ft of 9 ft x 5 ft, 1,585 ft of 10 ft x 6 ft, 1,800 ft of 10 ft x 7 ft box culverts for a cost of \$5.6 million for US 77 Hwy; 360 ft of 36 in RCP inlet laterals, 15 inlets for \$0.9 million for N. Armstrong; 1,565 ft of 36 in RCP, 20 inlets for an amount of \$1.6 million for E. King Ave.; 1,600 ft of 48 in RCP, 20 inlets for \$1.3 million for S 14th Street; 1,600 ft of 18 in RCP, 2 inlets for \$0.6 million for W. Johnston Ave.; and 2,750 ft of 24 in RCP, 13 inlets for \$1.1 million for W. Santa Gertrudis Ave. Grant allocation is as followed: Construction for \$30 million; Engineering for \$4.5 million; Administration for \$2,178,716, for a grand total of \$36,678,716. Local match is \$366,787 and grant funding are \$36,311,929. Therefore, the estimated fund beginning fund balance is \$0. Budgeted revenues are \$36,678,716 with budgeted

expenditures of \$36,678,716. This will leave fiscal year 21-22 an estimated ending fund balance of \$0.

UF Debt Service Fund 012: Deborah Balli, Finance Director

This fund is used to account for payments on the Utility Fund Debt Service. Revenues are generated by transfers from the Utility Fund 051 and the Storm Water Drainage Fund 055. Fiscal Year 21-22 estimated a beginning fund balance of \$952,785. Budgeted revenues are \$1,730,093 and budgeted expenditures at \$1,534,993 for bond payments & other bond-related fees. FY 21-22 estimated ending fund balance of \$1,147,885. There is an additional amount to increase Fund Balance of \$195,000, as per our Financial Advisor, even though we are not mandated to have a certain amount in our Fund Balance, best practice is to have at least the annual amount of the payments. Continuing disclosure at 50% of the total of \$1,500 and paying agent for 3 Issues for \$2,250. Transfer from Fund 055 for an amount of \$111,000 for 2021 Taxable Series (TWDB loan payments). Expenditures are principal payments for \$1,291,635; Interest Payments for \$239,608.00 and paying agent fees and continuing disclosure for \$3,750.

Utility Fund 051: Mark McLaughlin, City Manager

This fund is used to account for activities of the utility fund which includes fees for water and wastewater services. For FY 21-22 estimated beginning fund balance of \$2,967,934. Budgeted revenues are \$10,029,929 with budgeted expenditures of \$10,122,532. Fiscal year 21-22 estimated ending fund balance of \$2,875,331. The City's fund balance policy requires a minimum of 25% of budgeted expenditures. In addition, the city has always kept an additional \$300,000 above the minimum to cover any unexpected budget amendments. In the proposed budget for Utility Fund, these requirements have been met at 28.4053%. Total expenditures, subject to calculation are \$10,122,532. Minimum requirements of 25% of expenditures \$2,530,633. Estimated ending fund balance as of September 30, 2022, \$2,875,331 with the above minimum requirement of \$344,698.

Non-Department: Deborah Balli, Finance Director

Revenues are \$219,419, transfer from the general fund of \$217,419 for 50% split of personnel costs of Engineering Division 8000, and Facilities Division 8020, offset by Public Works Division 3000 and the new Accounting Assistance in Finance Division 1801. Interest earnings are \$2,000.

Water Department: Bill Donnell, Public Works Director

Revenue snapshot shows fiscal year 21-22 proposed budget of \$4,957,200. Personnel changes include a 3% COLA and \$2 per month per year of service longevity increase as well as anniversary increases. Compensation plan increases for Equipment Operators and Utility Workers. It also includes a salary increase for the Supervisor for its TCEQ License. Supplies have an increase for supplies, uniforms due to new boot reimbursement, chemicals, minor equipment for \$3,325. Services have an increase in professional services and training & travel for \$1,803. Repairs have a decrease in vehicle maintenance of \$27,115. Maintenance has an increase for the waterline for an amount of \$120,000. Supplementals approved for the upcoming fiscal year; supplies permanently increased cost of \$300 for chemicals; Services permanent increase in training & travel for Texas Water Conference for an amount of \$920; Maintenance has a permanent increase for waterline repairs for \$80,000; and maintenance in the water line for a permanent additional street repair costs of \$40,000.

Water Production:

Personnel changes include a 3% COLA with a \$2 per month per year of service longevity increase as well as anniversary increases. Compensation plan increases for Maintenance Workers. New Water Production Operator position approved, and a salary increase for Supervisor. There is also new certification pay for the Supervisor for TCEQ License. Supplies have an increase in uniforms due to the new boot reimbursement, chemicals, motor gas & oil for \$10,425. Services have an increase in professional services, training & travel, and other services such as STWA, which is a \$10,000 annual increase, for a total of \$11,569. There is a decrease in communications and utilities for \$15,650. Repairs have an increase in utility plant for \$35,000. Supplementals approved are in supplies for uniforms for \$360; Supplies for chemicals for \$2,000; Services for training & travel for \$1,500; Services for other services STWA for \$10,000, and Maintenance utility plant for additional maintenance requirements for \$35,000.

Commissioner Torres asked if this was salary increase and certification pay? Mr. Donnell responded that they have the certification but not in the compensation plan.

Ground Maintenance:

Personnel changes include a 3% COLA and \$2 per month per year of service longevity increase as well as anniversary increases. Compensation plan increases for Maintenance Workers and Equipment Operator. Supplies increases in uniforms for the new boot reimbursement and motor gas & oil for a total of \$3,375. There is a decrease in Services under Professional Services for \$40. Capital has an increase in Machinery & Equipment for \$13,504.

Utility Billing: Deborah Balli, Finance Director

Revenues from this department are \$73,000 which come from credit card fees. Personnel changes include 3% COLA and \$2 per month per year of service longevity increase as well as anniversary increases. Compensation plan increases for Customer Service Representatives and Foreman. Division 6202 Meter Readers were consolidated into Division 6201. Supplies have increased in uniforms due to new boot reimbursement and water meter parts for \$10,510 with a decrease in motor gas & oil and medical supplies for \$770. Services have an increase in credit card fees of \$43,000 and a decrease in professional services for \$52,337. Repairs has an increase in equipment maintenance of \$150 with maintenance having a decrease in water meter parts of \$45,092. Lease has a decrease in operating lease of \$2. This line item will be adjusted for the \$2 and will be on the change sheet for the proposed budget. Fiscal year 21-22 supplementals approved are for Supplies for uniforms, shirts for staff for \$360.

UF Transfers Out:

Transfer to General Fund 001 of \$1,350,000 for the Administrative annual allocation. Transfer to Debt Service of \$1,618,993 for Interest & Principal 2014 CO Series of \$918,150, Interest & Principal – 2020 Limited Refunding Series for \$222,442; Interest & Principal 2021 Limited Refunding Series for \$279,651; Additional Amount to increase Fund Balance for \$195,000 and Paying Agent Fee & Continuing Disclosure of \$3,750. Transfer to UF Capital Projects of \$438,013 for Clarifier Lese Payment for \$87,563, Water Rate Increase for \$47,000; and Sewer Rate Increase for \$303,450. Transfers to UF Tax Note Series 2022 Fund 127 are estimated Note Payment on the Vactor Truck for \$66,052; estimated note payment on the Mini Excavator of \$6,816; and estimated note payment on the Vacuum Excavator for \$11,252.

Wastewater North Plant: Bill Donnell, Public Works Director

Personnel changes include 3% COLA and \$2 per month per year of service longevity increase as well as anniversary increases. The compensation plan has increased for Maintenance Tech, Pump Operator, and Foreman. There is a salary increase for the Supervisor and new certification pay for Supervisor. Supplies have an increase in uniforms due to the new boot reimbursement and for chemicals for \$5,500. Supplies also have a decrease in supplies, motor gas & oil for \$3,700. Services have an increase in professional services, catering, laundry, and liability insurance of \$2,379. Services also have a decrease in communications, state fees, and utilities of \$19,864. Maintenance has an increase in sewer line for \$100 and a decrease in utility plant of \$36,265.

Wastewater South Plant:

Personnel changes include 3% COLA and \$2 per month per year of service longevity increase as well as anniversary increases. The compensation plan has an increase for Plant Helper. Supplies have an increase of \$150 for uniform boot reimbursement and a decrease of \$750 in supplies and motor gas & oil. Services have an increase in printing & publishing and liability insurance of \$1,438 with a decrease in professional services and utilities of \$22,352. Repairs have an increase in equipment maintenance of \$1,750 and a decrease in vehicle maintenance of \$300. Maintenance has a decrease in Utility Plant of \$19,100. Capital also has a decrease in Capital Outlay due to prior year supplemental for \$9,800.

Sewer Construction:

Personnel changes include 3% COLA and \$2 per month per year of service longevity increase as well as anniversary increases. Compensation plan increases for Equipment Operators, Foreman, and Utility Workers. Supplies have an increase in uniforms due to new boot reimbursement and in motor gas & oil for \$3,500. Supplies also have a decrease in supplies and minor equipment of \$249. Services have an increase in communications, laundry, and liability insurance for \$6,603 and have a decrease in professional services and utilities of \$7,777. Repairs have an increase in equipment maintenance of \$4,500 and a decrease in vehicle maintenance of \$4,800.

Engineering Department: Rudy Mora, City Engineer

Personnel changes include 3% COLA and \$2 per month per year of service longevity increase as well as anniversary increases. Part-time GIS Technician was upgraded to full-time. Salaries for Division 3000 are no longer in this Division. Supplies have an increase in motor gas & oil, computers & Association Equipment for \$27,260. Services have an increase in professional services, training & travel, memberships, and liability insurance of \$4,740. Leases have an increase in operating leases of \$3,960. Capital has an increase in machinery & equipment of \$20,663. This is the equipment used for engineering plans. Supplementals approved for fiscal year 21-22 are in supplies for motor gas & oil \$700; Computers & Associated Equipment has one-time cabling & network refresh for \$19,500, this will be moved to Division 8020. Supplemental also approved for a larger scanner/printer/plotter for \$4,310 and an office printer for \$2,400. In professional services for GPS for an additional vehicle for \$1,000 and capital outlay, machinery & equipment a one-time R121 Data Receiver for \$20,663.

Facilities Maintenance: Charlie Sosa, Purchasing Manager

Personnel changes include 3% COLA and \$2 per month per year of service longevity increase as well as anniversary increases. The compensation plan has an increase for Maintenance Workers. The four part-time Maintenance Workers were upgraded from 988 hours to 1,508 hours. Fiscal year 21-22 supplementals approved, four part-time Maintenance Workers were upgraded from 988 hours to 1,508 hours.

UF Capital Projects Fund 054: Bill Donnell, Public Works Director

This fund is used to account for capital projects for the Utility Fund. Revenues come from transfers in from the Utility Fund. Fiscal year 21-22 estimated beginning fund balance is \$368,855 less \$60,000 for emergency work on Well 21. Budgeted revenues are \$438,113 with budgeted expenditures of \$109,329. Fiscal year estimated ending fund balance is \$697,639 less \$60,000 for a balance of \$637,639. Revenues are \$438,113 which is transferred from fund 051 for the clarifier principal & interest payment of \$87,563; increased sewer rate for \$303,450; and increase water rate of \$47,000. Interest earnings of \$100. Expenditures of \$109,329 consist of a transfer to Fund 066 of \$21,766 to cover the remaining balance of the approved capital outlay purchase of three half-ton trucks for Water Construction Division 6001, one Ford F250 Crew Cab Truck and one Ford F150 Crew Cab Truck for Water Production Division 6002 and the clarifier principal and interest payment of \$87,563.

Mr. McLaughlin commented that depending on what the Garver Study comes up with, it will be coming out from this fund.

UF Storm Water Drainage Capital Projects Fund 055: Bill Donnell, Public Works Director

This fund is used to account for Storm Water Drainage Capital Projects. Revenues come from Stormwater fees. Fiscal year 21-22 estimated beginning fund balance is \$361,086. Budgeted revenues of \$401,000 and budgeted expenditures of \$112,200. Estimated ending fund balance of \$649,886. Revenues are \$401,000 from stormwater fee revenues. Expenditures are \$112,000, transfer to UF Debt Service for the 2021 TWDB Taxable Series of \$111,000. Bad debt, is an audit adjustment at the end of the fiscal year that is recorded during the audit and is based on outstanding accounts for the stormwater revenues of \$1,200.

CO Series 2005 Fund 062: Deborah Balli, Finance Director

This fund is used to account for proceeds from the 2005 CO Series. This fund will be closed in fiscal year 21-22. Fiscal year 21-22 estimated beginning fund balance is \$50,469. Budgeted revenues are \$50,468.89 with budgeted expenditures of \$50,468.89 for the water meter pilot program \$45,000 and utility plant repairs of \$5,468.89. Mrs. Balli stated that this is based on priorities and what Commission approves.

CO Series 2011 Fund 066:

This fund is used to account for proceeds from the 2011 CO Series. This CO Series was refunded. This fund will be close in fiscal year 21-22. The estimated beginning fund balance is \$153,394.53. Budgeted revenues are \$21,790.47 and budgeted expenditures of \$175,185.00. Estimated ending fund balance of \$0 for this fund. Revenues are \$21,790.47; \$21,766 Transfer from UF Capital Projects Fund 054 for the remaining balance of the approved capital outlay purchases and \$24.47 of Interest. Expenditures are \$175,185; three ½ Ton Trucks for Water Construction at \$74,497; Ford F150 Crew Cab Truck for Water Production at \$29,362; Ford F250 Crew Cab Truck for Water Production at \$32,474; and John Deer Skid Steer for Wastewater North Plant for \$38,852.

CO Series 2013 Drainage Fund 068:

This fund is used to account for proceeds from the 2013 CO Series Drainage. Fiscal Year 21-22 Estimated beginning fund balance \$1,887,552. Budgeted revenues are \$2,100 with budgeted expenditures of \$1,116,264. Fiscal year 21-22 estimated ending fund balance at \$773,388. Revenues are \$2,100 for interest earnings. Expenditures are \$1,116,264 for TX CDBG MIT Grant Cash Match for an amount of \$30,000; Cleaning of Tranquitas Creek for \$48,000; Etech Random Drainage & West Sage for \$597,809; Transfer to Fund 113 City Wide WW Collection System Improvements of \$73,668 for grant cash match for the \$7 million grant; and Transfer to Fund 122 GLO Hurricane Harvey Mitigation Grant for \$366,787 for grant cash match for the \$36 million grant.

UF ARP State & Local Fiscal Recovery Fund 125:

Mr. McLaughlin stated that the city has received its first installment of the ARP money, \$3.1 million today. He further stated that This fund is used to account for funds used for the COVID-19 response, replace lost public safety revenue, broadband infrastructure, and support for households and businesses negatively impacted by the pandemic from a General Funds perspective. There is another part of this funding that is in the Utility Fund for Water and Sewer projects. Fiscal year 21-22 estimated beginning fund balance is \$0. Budgeted revenues are \$2,776,000 and budgeted expenditures are \$2,403,789. Fiscal Year 21-22 estimated ending fund balance is \$372,211. The revenues budgeted are based on 50% of the original allocation of \$5.52 million and it looks like the city will be receiving \$6.2 million in total. Revenues of \$2,776,000 (50% of the initial \$5.52 million) are budgeted as a holding place. We anticipate using these funds for an Economic Development program and/or a broadband infrastructure program depending on priorities set by the Commission. Expenditures are \$2,403,789 (placeholder) for \$69,700 for Centrisys Mobile Centrifuge; \$634,089 for Grit System Overflow; \$650,000 for High-Speed Turbo Sulzer Blower; \$450,000 for High-Speed Turbo Sulzer Blower; and \$600,000 for North Plant Headworks Grit System. Mr. McLaughlin commented that all of this is subject to change.

UF Tax Note Series 2022 Fund 127: Deborah Balli, Finance Director

This fund accounts for the proceeds of the Tax Note Series 2022 for the purchase of Utility Fund related approved capital outlay. This is a new proposed fund for the upcoming fiscal year. Fiscal year 21-22 estimated beginning fund balance is \$0. Budgeted revenues are \$713,304 with budgeted expenditures of \$713,304. Fiscal year 21-22 estimated ending fund balance is \$0. Revenues are \$713,304 which come from the transfer of Utility Fund 051 \$97,624 for estimated note payments on the Slope Mower Arm Assembly, Mini Excavator, Vactor Truck, and Vacuum Excavator; note proceeds of \$615,680 for the estimated costs of the equipment listed above. Expenditures are \$713,304 from principal & interest estimated payments of \$97,624 for the Slope Mower Arm Assembly, Vactor Truck, Mini Excavator, and Vacuum Excavator; estimated costs of \$113,940 for the Mini Excavator and the Vacuum Excavator for Water Construction; estimated cost of \$416,575 for the Vactor Truck for Water Production; and estimated cost of \$85,165 for the Slope Mower Arm Assembly for Grounds Maintenance.

Insurance Fund: Diana Gonzales, Human Resources Director

The City of Kingsville Employee Benefit Plan Trust is the City's health plan utilizing ENTRUST as its third-party administrator. Plan participation numbers are constantly changing throughout the year. The latest participant counts are as follows: Employees 250, Spouses 112, and Children 255 for a total of 617. The beginning balance for Fiscal Year 20-21 was \$1,403,564 mostly due to stop-loss reimbursements which is an unknown factor and not budgeted as projected revenue. Proposed fiscal year 21-22 budget estimates a surplus of revenues over expenditures of \$348,000. The proposed budget includes increases of overall employer/employee plan funding by 3.7% which is about \$168,000. The increase is due to stop-loss increases and election of employee coverage such as employee only, employee spouse, employee child, and employee family and not due to employee premium increases. The breakdown for fiscal year 21-22 is as followed, employer \$4.1 million interest \$1,400 and employee contribution are \$441,000. There are no additional contributions scheduled for fiscal year 21-22. The renewal includes 3 plan members with higher individual-specific stop-loss limits. The city is responsible for the first \$100,000 of claims on individuals up to a certain limit. This will depend on the number of enrolments and the estimated which for the upcoming year is \$2.9, as a minimum attachment point. When the city reaches paying \$2.9 million, stop loss will then kick in then the plan is reimbursed. Additional city responsibility of \$150,000 specific limit for 2 plan members. Additional city responsibility of \$220,000 specific limit for 1 plan member. The plan already factors several individuals reaching the \$100,000 specific limit in the renewal numbers which is based on plan history. Projected expenditures are \$4.2 million which is a breakdown of estimated claims of \$3.3 million; admin & fees of \$151,000; and stop-loss premiums of \$771,000. Fiscal year plan highlights are as followed: no change to \$350 family monthly deductible with 100% co-insurance; no increase to employee premium rates; no overall increase to employer monthly funding rates; continuation of no carve-out of generic prescriptions; continuation of no co-pays when utilizing Quest or LabCorp outpatient labs; continuation of direct agreements with StatCare Urgent Care Clinic and Castaneda Quick Care for employee urgent care visit co-pays of \$35 with no deductible or balance billing; and enhance plan coverage to include bariatric options. Mrs. Gonzales stated that Access Urgent Care remains an in-network facility with the same \$35 co-pay. The city will continue with the same plan in place with a \$350 monthly deductible at 100% co-insurance and employee premiums remaining at 90/10, 90% employer, and 10% employee. Mrs. Gonzales further stated that there are 255 employees on the city's plan. She further stated that the city has aggregate premium stop loss and specific premium stop loss. Fiscal year 20-21 the rates have remained the same for the aggregate premium, so the number that was paid in fiscal year 20-21 is the same estimate to be paid in fiscal year 21-22. Mrs. Gonzales stated that the specific premium is where the major change comes in. In fiscal year 20-21 employees only were at \$109.00 with an increase for fiscal year 21-22 of \$128.00. Employee/child was \$193.00 increasing to \$227.00; Employee/Spouse was \$218.00 increasing to \$256.00, and employee family was at \$328.00 increasing to \$385.00. She further stated that this is where the 14% increase comes in. Mrs. Gonzales stated that there is no change in the rates for a fixed cost, which consists of plan administration, plan compliance, broker fee, ACA Global Program, Christus Spohn Network, Ask-a-Nurse, Healthiest You, Interface AEP, and PBM Integration. The employee funding remains the same, there is a minor difference of \$1.28 on the employee/family funding per month. The plan will be funded at \$4.2 million but is subject to change if an employee changes their type of coverage. The employer contributions, compared to last year are \$3.9 million but are being projected at \$4.1 million. The employee contributions go from \$423,000 to \$462,000 which is based on the type of coverage that the employee has elected. Overall total budgeted income from last year was \$4.1 million with the projected new year at \$4.6 million and \$168,000 for stop-loss increase. It was projected last year to have \$26,000 above expenses with the upcoming year at \$348,000. Mrs. Gonzales stated that the city will be implementing the EASE Benefit Platform for open enrollment this year. This will allow employees to view their existing benefits and make selections for new options or change their current options. Information on each product will be available for review at any time and enrollment can be done from the comfort of their own home. The Human Resources Office will continue to be available to assist employees with their benefits whether with the EASE platform or in person. There is no additional cost for this service as both National Group Benefits and AFLAC are covering the expense. Recommendation by National Group Benefits for the upcoming year, paid by employer with no employee contributions. There will be Dearborn products with no changes to rates, critical illness, short-term disability, long-term disability, life, and group life. Ameritas has an overall 4.1% increase. Dental month rates changes include adding coverage benefit, full extraction rider added to remove the 12-month missing tooth exclusion. If individuals have missing teeth when not covered by insurance or for greater than 12 months with dental insurance, the plan has historically excluded coverage. The new rider added

will remove the limitation and allow for greater coverage for employees. The increase for Ameritas coverage is \$1.46 for employee family. Vision has a 4% increase with the greatest increase being \$.37 per pay period. AFLAC will be offering accident, term, and whole life which is new with guaranteed issues, and new hospital indemnity. In addition, there will be a discontinuation of the following products as these products are not compatible with the EASE platform and other similar products are available: Cincinnati Life and AFLAC Cancer. Employees are eligible to continue with the products on a self-pay method.

Commissioner Torres asked if the insurance was an HMO or PPO? Mrs. Gonzales responded that it is a PPO.

Commissioner Alvarez asked for the name of the health insurance. Mrs. Gonzales responded that it is the City of Kingsville Employee Benefit Plan Trust as the city is self-insured.

Mr. McLaughlin presented the final items for the budget workshop. He stated that staff has prepared a great budget for the upcoming year. He further stated that he does need to make a minor revision as he has left out Finance and City Secretary certification pays which will be brought back to the Commission in the final budget. Mr. McLaughlin further stated that there is no change in the medical plan and can keep it affordable to employees. There are over \$50 million in construction plans for the upcoming year. Rate increases that are being proposed for both the water and wastewater will be used for paying big projects that will be coming soon. The overall tax rate being proposed is \$.84000 per \$100 of valuation. The street maintenance fee will increase, residential will increase by \$1 per account, and commercial having a 3-tier system added at the top that raised the top 13 commercial properties to a \$500 per month fee. Mr. McLaughlin stated that the public hearing on budget and tax rate will occur on September 7th during a special Commission meeting with the adoption of the tax rate and budget scheduled for September 13, 2021, during its regular Commission meeting.

Mayor Fugate closed the budget workshop at 5:08 p.m. and opened the regular meeting at 5:08 p.m.

REGULAR MEETING RESUMES AT 5:00 P.M.:

Mayor Fugate opened the meeting into the regular session of the meeting at 5:08 p.m. with four Commission members present. Commissioner Lopez being absent.

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)

None.

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

1. Public Hearing on a request to rezone KT&I Co., Block 3, Lot Pt 10, (6 acres), also known as Property ID 37466, on Young Drive, Kingsville Texas from AG (Agricultural) to R1 (Single-Family Residential). Ralph Garcia, authorized agent; Eden Hernandez, owner, and applicant. (Director of Planning & Development Services).

Mayor Fugate read and opened this public hearing at 5:08 P.M.

Mr. Uchechukwu Echeozo, Director of Planning & Development Services stated that this request is for a rezone of 6 acres from AG (Agricultural) to R1 (Single-Family Residential). Letters were mailed to neighbors notifying them of the request to rezone. Staff did not receive any negative feedback for those notified. The Planning and Zoning Commission met on August 18, 2021, with four members in attendance. The Planning and Zoning Commission vote unanimously in favor of the rezoning.

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

There being no further comments Mayor Fugate closed this public hearing at 5:09 P.M.

2. Public Hearing on a request to rezone KT&I Co., Block 22, Lot W/2 of the SE/4 of 7, (SYM D), (5.0 acres), also known as property ID 42564, on E. Trant Road, Kingsville, Texas from AG (Agricultural) to R1 (Single-Family Residential). Javier and Leticia Cantu, owners and applicants. (Director of Planning & Development Services).

Mayor Fugate read and opened this public hearing at 5:09 P.M.

Mr. Echeozo stated that the applicant would like to rezone the existing property from AG (Agricultural) to R1 (Single-Family Residential). The general area presents with agricultural land use, this request would enable the owners to carry out residential development on their property, which will benefit the housing market in Kingsville. Letters were sent out to neighbors in the area. Staff received no negative feedback from anyone who received the letter. The Planning and Zoning Commission met on August 18, 2021, with four members in attendance. The Planning and Zoning Commission voted unanimously in favor of the rezoning.

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

There being no further comments Mayor Fugate closed this public hearing at 5:11 P.M.

3. Public Hearing on a request for a Special Use Permit for Auto Sales, Repairs, including Motorcycles use in C2 (Retail District) at 1916 S. 6th St., Kingsville, Texas, also known as Glover Park, Block 3, Lot 16-21. (old Lawson Auto Repairs bldg.); Joel Huerta, authorized agent, and applicant; Jacob Garza, owner. (Director of Planning & Development Services).

Mayor Fugate read and opened this public hearing at 5:11 P.M.

Mr. Echeozo stated that the applicant approached the department for a special use permit as they would like to carry out the business of auto accessories sales, car detailing, and general mechanic repairs including motorcycles. He further stated that staff looked at the current zoning of the property and revealed that C2 Retail zoning does not permit such development except under a Special Use Permit. Letters were sent out to neighbors and the city received a couple of comments. One comment received stated that they were worried if the business would turn into a junkyard while the other respondent had issues with the potential for the business to deal with motorcycles. The Planning & Zoning Commission met on this item on August 18, 2021, with four members in attendance where they voted unanimously in favor of the Special Use Permit.

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

There being no further comments Mayor Fugate closed this public hearing at 5:15 P.M.

4. Public hearing regarding condemnation proceeding for structures located at 816 S. 2nd Street, Kingsville, Texas. (Director of Planning & Development Services).

Mayor Fugate read and opened this public hearing at 5:15 P.M.

Mr. Nicholas Daniels, Building Official stated that this property is in a state of disrepair. It is an attractive nuisance to children, harbor for vagrants, criminal and immoral people. There is evidence of roach, rat, mouse, and other vermin found. The property is found to be in an overall condition to be in a severe and hazardous state of disrepair.

Mayor Fugate commented that this location was the old Methodist Church.

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

There being no further comments Mayor Fugate closed this public hearing at 5:17 P.M.

5. Public hearing regarding condemnation proceeding for structures located at 311 S. 4th Street, Kingsville, Texas. (Director of Planning & Development Services).

Mayor Fugate read and opened this public hearing at 5:17 P.M.

Mr. Daniels state that this property is an attractive nuisance to children and a harbor for vagrants, criminal and immoral people. The property shows signs of roaches, rats, and other vermin found. The structure sustained major damage due to a fire in April 2019. The overall condition is to be in a severe and hazardous state of disrepair.

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

There being no further comments Mayor Fugate closed this public hearing at 5:20 P.M.

III. Reports from Commission & Staff.²

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

Ms. Courtney Alvarez, City Attorney announced the upcoming special and regular City Commission meetings. She further stated that city offices will be closed on September 6, 2021, in observance of the Labor Holiday.

Commissioner Alvarez stated that she is concerned about the number of copies of certain agenda items that are being provided to the City Commission when it is already in the agenda packet. She further stated that not only does it waste a lot of paper, but the copies are printed in color. She further asked if there was a reason for staff to be printing

additional copies of agenda items when they are already included in the agenda packet that is emailed to them. Also, she doesn't see a need to receive copies of information when asked by another Commissioner.

Mrs. Mary Valenzuela, City Secretary responded that the reason for the color copies of certain agenda items, condemnations, is that the information in the agenda packet is scanned and emailed in black & white, therefore making it hard for the Commission to see any photos that may be included for a particular agenda item such as condemnations. She further stated that in the past, the City Commission had requested for color copies of photos for condemnations to be provided to them separately as they could not see the photos that were being included in the agenda packet.

Ms. Alvarez commented that in the past when one Commissioner would ask for copies of a particular subject, it would be provided to members of the Commission. This would prevent a Commission member from stating that preferential treatment was being given to one more than the others. It would also provide them with the same information in the event one Commissioner asks questions about a certain subject that the others would not be aware of.

Mayor Fugate commented that in the future if a Commission member requests certain information, staff should just email the other Commission members to see if they would like the information as well. As for the condemnation packets, staff can do away with making additional copies for the Commission.

IV. Public Comment on Agenda Items.³

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

No public comments were made or received.

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)

None

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

1. **Presentation of TDA Form A1024 CDBG Section 3 Goals and Concepts as related to the CDBG Program and Grant Contract Number 7219192. (Director of Planning & Development Services).**

Ms. Natalie Gonzalez, GrantWorks gave a presentation on A1024 Section 3. Ms. Gonzales stated that the city recently received the following grant award Grant Contract No. 7219192, award amount of \$350,000 for the main street sidewalk renovations project. The grant is funded through the Community Development Block Grant via the U.S. Department of Housing and Urban Development and the Texas Department of Agriculture. As a condition of funding, the city must comply with Section 3 of the Housing and Urban Development Act of 1968. To the greatest extent feasible, grant recipients must direct economic opportunities generated by CDBG funds to low and very low-income persons. In part, this means ensuring that: Section 3 businesses have the information to submit a bid or proposal for the project and Section 3 workers have information about any available job opportunities related to the project. A company may qualify as a Section 3 Business if it is owned by low-income persons; it is owned by Section 8 Assisted housing residents or 75% of all labor hours for the business in 3 months are performed by Section 3 workers. This project is expected to include the following contracting opportunities: Grant Administration services; Grantworks, Inc. Prime contractor for sidewalk improvements, Etech Construction was awarded the construction contract on May 13, 2021. You may qualify as a Section 3 Worker if: Your annual income is below the county threshold or your family size. For example, the county threshold for a family size of 1 is \$33,000, and or you are a current or recent youth build participant. Section 3 Workers that reside near the project location may also qualify as Targeted Section 3 Workers. The city will track all hours worked on the project based on the three categories of workers. This will require the collection of certain income information.

2. Consider introduction of an ordinance amending the zoning ordinance by changing the zoning map in reference to KT&I Co., Block 3, Lot Pt 10, (6 acres), also known as Property ID 37466, on Young Drive, Kingsville Texas from AG (Agricultural District) to R1 (Single-Family Residential District). (Director of Planning & Development Services).

Introduction item.

3. Consider introduction of an ordinance amending the zoning ordinance by changing the zoning map in reference to KT&I Co., Block 22, Lot W/2 of the SE/4 of 7, (SYM D), (5.0 acres), also known as property ID 42564, on E. Trant Road, Kingsville, Texas from AG (Agricultural) to R1 (Single-Family Residential). (Director of Planning & Development Services).

Introduction item.

4. Consider introduction of an ordinance amending the zoning ordinance by granting a Special Use Permit for Auto Sales, Repairs, including Motorcycles use in C2 (Retail District) at 1916 S. 6th St., Kingsville, Texas, also known as Glover Park, Block 3, Lot 16-21. (Director of Planning & Development Services).

Introduction item.

5. Consider condemnation of structures located at 816 S. 2nd Street, Kingsville, Texas. (Director of Planning & Development Services).

Motion made by Commissioner Hinojosa finding not able to repair building or structure is unsafe and present condition is a violation of ordinances and cannot be corrected without substantial reconstruction then declare the building or structure to be a public nuisance and order its demolition by owner/agent/person in charge within 30 days, the city shall abate in any manner it seems necessary and proper, seconded by Commissioner Torres. The motion was passed and approved by the following vote: Hinojosa, Alvarez, Torres, Fugate voting "FOR".

6. Consider condemnation of structures located at 311 S. 4th Street, Kingsville, Texas. (Director of Planning & Development Services).

Motion made by Commissioner Hinojosa finding not able to repair building or structure is unsafe and present condition is a violation of ordinances and cannot be corrected without substantial reconstruction then declare the building or structure to be a public nuisance and order its demolition by owner/agent/person in charge within 30 days, the city shall abate in any manner it seems necessary and proper, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Alvarez, Torres, Hinojosa, Fugate voting "FOR".

7. Consider: 1) awarding Bid# 21-11 for 2021 City-Wide Miscellaneous Concrete and Drainage Improvements Project, and 2) approving a resolution authorizing the Mayor to execute a Standard Form Agreement between the City and Etech Construction Inc. for City-wide misc. concrete and drainage system improvements. (City Engineer).

Mr. Rudy Mora, City Engineer stated that the purpose of awarding this project is to provide drainage to various areas without curb and gutter and drainage ditches. Not awarding this project would permit the continued deterioration of the streets and become expensive to repair. He further stated that on August 3, 2021, the city received two bids for Bid #21-11, City-wide Miscellaneous Concrete and Drainage Improvements Project, and was publicly opened and read. Bidder 1 was A, Ortiz Construction and Paving, Inc. from Corpus Christi, TX. Bidder 2 was Etch Construction, Inc. from San Antonio, TX. The total bids plus alternate no. 1 and 2 ranged from \$597,808.70 to \$1,115,682.00. The project will be funded by Fund 068 CO Series 2013 for \$597,808.70. Mr. Mora further stated that it is staff's recommendation to award Bid #21-11 for the 2021 City Wide Miscellaneous Concrete and Drainage Improvements Project to Etech Construction, Inc., in the amount of \$597,808.70 for the base bid plus alternate no. 1 & 2 and approve the resolution giving the City Manager the authority to sign the Standard Form Agreement between the City and Etech Construction, Inc.

Motion made by Commissioner Alvarez to approve the 1) awarding Bid# 21-11 for 2021 City-Wide Miscellaneous Concrete and Drainage Improvements Project, and 2) approving a resolution authorizing the Mayor to execute a Standard Form Agreement between the City and Etech Construction Inc. for City-wide misc. concrete and drainage system improvements, seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Torres, Hinojosa, Alvarez, Fugate voting "FOR".

8. Consider a resolution authorizing the City Manager to enter into a Commercial Real Estate Listing Agreement Exclusive Right to Sell between the City of Kingsville and Rick Tankersley & Connie Womack of eXp Realty LLC. (for Kenedy Park) (Purchasing Manager).

Mr. Charlie Sosa, Purchasing Manager stated that this item authorizes the Real Estate Broker Agreement with EXP Realty LLC., for the sale of real property located at 900 E. Kenedy owned by the City of Kingsville. During July 26, 2021, City Commission meeting, staff was authorized to negotiate with an MLS Broker Service. Staff contacted MLS Brokers locally and has recommended MLS Broker EXP Realty LLC. It is staff recommendation to approve this resolution and enter into a commercial real estate listing agreement with EXP Realty LLC of Corpus Christi, TX.

Motion made by Commissioner Hinojosa to approve the resolution authorizing the City Manager to enter into a Commercial Real Estate Listing Agreement Exclusive Right to Sell between the City of Kingsville and Rick Tankersley & Connie Womack of eXp Realty LLC. (Kenedy Park), seconded by Commissioner

Alvarez. The motion was passed and approved by the following vote: Hinojosa, Alvarez, Torres, Fugate voting "FOR".

9. Consider a resolution authorizing the Mayor to execute Amendment No.1 of the Grant Administration Services Agreement between the City of Kingsville, Texas and GrantWorks, Inc. for Texas Community Development Block Grant Program Contract #7219192. (Director of Planning & Development Services).

Mr. Echeozo stated that the Texas Department of Agriculture (TDA) has issued a revised Section 3 Rule that will apply to all projects receiving CDBG Funds. In July, TDA revised Section 3 with the directive that all construction contracts funded fully or partially by CDBG funds will be required to fulfill additional reporting and data requirements. Therefore, the Kingsville Main Street Contract #7219192 will have to be amended to comply with the rules which affect the grant administrator and the construction contractor.

Motion made by Commissioner Hinojosa to approve the resolution authorizing the Mayor to execute Amendment No.1 of the Grant Administration Services Agreement between the City of Kingsville, Texas and GrantWorks, Inc. for Texas Community Development Block Grant Program Contract #7219192, seconded by Commissioner Torres. The motion was passed and approved by the following vote: Alvarez, Torres, Hinojosa, Fugate voting "FOR".

10. Consider introduction of an ordinance amending the Fiscal Year 2020-2021 budget to cover additional street maintenance work on West Sage, Corral, and West Santa Gertrudis. (Public Works Director).

Mr. Bill Donnell, Public Works Director stated that this item authorizes funding for the completion of street construction and maintenance for West Sage Road from North 6th Street and West Santa Gertrudis. Thirty-two hundred feet of West Sage Road is in the process of being fully reconstructed. Thirty-six hundred feet of North 6th Street from Corral to Business Hwy 77 was repaired with hot mix patches during the Spring and is ready for a seal coat to preserve the existing asphalt surface. Twenty-seven hundred feet of West Santa Gertrudis from Seale Street to Hwy 141 is prepared for a seal coat to preserve the existing asphalt.

Introduction item.

VII. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 5:50 P.M.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, TRMC, CMC, City Secretary

SEPTEMBER 7, 2021

A SPECIAL MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON TUESDAY, SEPTEMBER 7, 2021 IN THE HELEN KLEBERG GROVES COMMUNITY ROOM, 400 WEST KING AVENUE, KINGSVILLE, TEXAS AT 5:00 P.M.

CITY COMMISSION PRESENT:

Hector Hinojosa, Commissioner
Norma N. Alvarez, Commissioner
Edna Lopez, Commissioner
Ann Marie Torres, Commissioner

CITY COMMISSION ABSENT:

Sam R. Fugate, Mayor

CITY STAFF PRESENT:

Mark McLaughlin, City Manager
Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
Derek Williams, IT
Uchechukwu Echeozo, Director of Planning & Development Services
Deborah Balli, Finance Director
Susan Ivy, Parks Director
Rudy Mora, Engineer
Ricardo Torres, Police Chief
David Solis, Risk Manager
Mike Mora, Capital Improvements Manager
Emilio Garcia, Health Director

CITY STAFF PRESENT VIA WEBEX:

Diana Gonzales, Director of Human Resources

I. Preliminary Proceedings.

OPEN MEETING

Mayor Pro-Tem Hinojosa opened the meeting at 5:00 p.m. with all four Commission members present. Mayor Fugate was absent from this meeting.

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)

Special Meeting – August 16, 2021

Special Meeting – August 17, 2021

Motion made by Commission Lopez to approve the minutes of August 16th and August 17, 2021 as presented, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Alvarez, Lopez, Torres, Fugate voting "FOR".

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

1. Public Hearing on a proposed tax rate decrease from \$.85208 to \$.84000 for Fiscal Year 2021-2022 with \$.84000 being an increase in the no new revenue rate of \$.80651; the vote on the tax rate will be on September 13, 2021, at 5:00 p.m. in the Helen Kleberg Groves Community Room, City Hall, 400 W. King, Kingsville, Texas. (Finance Director).

Mayor Pro-Tem Hinojosa read and opened this public hearing at 5:01 P.M.

Mrs. Deborah Balli, Finance Director stated that last year's rate was \$.85208 and proposing a new rate for the upcoming fiscal year of \$.84000.

Mayor Pro-Tem Hinojosa 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.

There being no further comments Mayor Pro-Tem Hinojosa closed this public hearing at 5:03 P.M.

2. Public Hearing on proposed Fiscal Year 2021-2022 budget. (Finance Director).

Mayor Pro-Tem Hinojosa read and opened this public hearing at 5:03 P.M.

Mrs. Balli stated that the proposed budget for the fiscal year 2021-2022 is \$103,196,539.96.

Mr. Mark McLaughlin, City Manager commented that as mentioned during the last budget workshop, the adjustment of certification pay added about \$3,000 to the proposed budget.

Mayor Pro-Tem Hinojosa 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.

There being no further comments Mayor Pro-Tem Hinojosa closed this public hearing at 5:05 P.M.

III. Reports from Commission & Staff.²

"At this time, the City Commission and Staff will report/update on all committee assignments which may include but is not limited to the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board, Library Board, Health Board, Tourism, Chamber of Commerce, Coastal Bend Council of Governments, Conner Museum, Keep Kingsville Beautiful and Texas Municipal League. Staff reports include the following: Building & Development, Code Enforcement, Proposed Development Report; Accounting & Finance – Financial & Investment Information, Investment Report, Quarterly Budget Report, Monthly Financial Reports, Utilities Billing 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, Wastewater Treatment Plant, Water, And Wastewater Rate Study Presentation. No formal action can be taken on these items at this time."

Commissioner Torres announced the continuance of remembrance for 9/11 with Turcotte Mortuary and Ministerial Alliance of Kingsville will be held on September 11, 2021, at 10:30 a.m. at Turcotte Piper Mortuary. There will also be a proclamation being read at this event in remembrance of 9/11.

Mr. McLaughlin reported that the 3rd Quarter Investment Report has been provided to the City Commission. Mr. McLaughlin further reported that the total cash investment is as followed: Kleberg Bank non-investment cash balance for fiscal year 20-21 is \$8,748,486.92; Kleberg Bank Money Market Accounts \$16,883,678.11; Texas Class Investment Bank Accounts \$7,189,373.89; and Certificates of Deposit \$0.00, for a total of

\$32,821,538.92 which is an increase from last year of \$26,000,000.00. He stated that it is recommended that no changes occur and just leave the money where it's at, at this time.

Ms. Courtney Alvarez, City Attorney reported that the next City Commission meeting is scheduled for Monday, September 13, 2021. At this meeting, the City Commission will be adopting the City's new tax rate and the fiscal year 2021-2022 budget for the City of Kingsville. She further stated that the meeting after the September 13th meeting is scheduled for September 27, 2021 with a deadline for staff to submit their agenda items no later than September 17, 2021.

IV. Public Comment on Agenda Items.³

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

No public comments were made or received.

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 Lopez to approve the consent agenda as presented, seconded by Commissioner Torres. The motion was passed and approved by the following vote: Lopez, Torres, Alvarez, Hinojosa voting "FOR".

1. Motion to approve final passage of an ordinance amending the zoning ordinance by changing the zoning map in reference to KT&I Co., Block 3, Lot Pt 10, (6 acres), also known as Property ID 37466, on Young Drive, Kingsville Texas from AG (Agricultural District) to R1 (Single-Family Residential District). (Director of Planning & Development Services).

2. Motion to approve final passage of an ordinance amending the zoning ordinance by changing the zoning map in reference to KT&I Co., Block 22, Lot W/2 of the SE/4 of 7, (SYM D), (5.0 acres), also known as property ID 42564, on E. Trant Road, Kingsville, Texas from AG (Agricultural) to R1 (Single-Family Residential). (Director of Planning & Development Services).

3. Motion to approve final passage of an ordinance amending the zoning ordinance by granting a Special Use Permit for Auto Sales, Repairs, including Motorcycles use in C2 (Retail District) at 1916 S. 6th St., Kingsville, Texas, also known as Glover Park, Block 3, Lot 16-21. (Director of Planning & Development Services).

4. Motion to approve final passage of an ordinance amending the Fiscal Year 2020-2021 budget to cover additional street maintenance work on West Sage, Corral, and West Santa Gertrudis. (Public Works Director).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

5. Review and discuss proposed fiscal year 2021-2022 budget for departments of the City of Kingsville. (City Manager).

Mr. McLaughlin stated that this item was placed on the agenda if Commission had any changes that would like to make to the proposed budget.

Mayor Pro-Tem Hinojosa commented that staff has presented a good budget and further thanked staff for their hard work.

6. Consider introduction of an ordinance adopting the City Manager's budget, as amended, of the City of Kingsville, Texas, and appropriating funds for the fiscal year beginning October 01, 2021, and ending September 30, 2022, in the particulars hereinafter stated. (Finance Director).

Mrs. Deborah Balli, Finance Director stated that this is an item for the introduction of the proposed budget for fiscal year 21-22. The adoption of the budget will take place at the next scheduled meeting, September 13, 2021.

Introduction item.

7. Consider introduction of an ordinance establishing and adopting the ad valorem tax rate for all taxable property within the City of Kingsville, Texas for fiscal year beginning October 01, 2021 and ending September 30, 2022, distributing the tax levy among the various funds, and providing for a lien on real and personal property to secure the payment of taxes assessed. (Finance Director).

Mrs. Balli stated that the rate that is being proposed for fiscal year 21-22 is \$.84000 which is broken down into two parts, Maintenance & Operations \$.67492, and debt service at \$.16508.

Introduction item.

8. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances Chapter V, Article 3, Water, providing for an increase in water rates. (Finance Director).

Mrs. Balli stated that the rate discussed during the budget workshops was to increase the rate by 1%, which was based on a study done by Grady Reed of HDR.

Mr. McLaughlin stated that the rate increase was deferred a year and should have been done last year but was not done.

Introduction Item.

9. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances Chapter V, Article 2, Sewers, providing for an increase in sewer rates. (Finance Director).

Mrs. Balli stated that the rate discussed during the budget workshops was to increase the rate by 7%, which is based on a study done by Grady Reed of HDR.

Mayor Pro-Tem Hinojosa asked why the Naval Air Station-Kingsville rate was not specified in this ordinance as it is in the Water Rate Ordinance?

Mr. McLaughlin responded that in the wastewater rate ordinance there is no specific mention of Naval Air Station-Kingsville for what their wastewater rate is. They pay the

normal commercial rate, but the change to add additional wording to this ordinance can be made as this is only an introduction of the wastewater ordinance.

Mayor Pro-Tem responded that he would like the additional wording to include Naval Air Station-Kingsville.

Commissioner Alvarez asked if the percentage would be different from the residential rate to the business rate?

Mr. McLaughlin responded that the rate will be 7% for all accounts.

Introduction item.

10. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances Sections 9-10-53, 55, 56, and 57 to update the fees and calculation method used for the purpose of funding the City Street System. (City Engineer/City Manager).

Mr. Rudy Mora, City Engineer stated that the purpose of increasing the Street Maintenance Fees is to provide funding for the repair of streets in the city. The value is calculated and assigned according to point ranges set up in 11 tiers and contained in the Point Value Tier Table. To achieve the additional revenue target, the following proposed changes to the Street Maintenance fees are needed; increase the ERU free from \$5.00 to \$6.00; reduce the Trip Adjustment Percentage from 90% to 85%; and create two new tiers in the Point Value Tier Table and reconfigure the tier values to raise the maximum monthly fees for the top three tiers from \$150 to \$150, \$250, and \$500. The recommended changes will increase the yearly Street Maintenance Fee revenues from the current estimated \$820,779.00 to \$1,064,134.80, providing approximately \$243,355.80 of additional revenues.

Mayor Pro-Tem Hinojosa commented that this is a complicated formula, but it is good that it is being adjusted fairly.

Mr. Mora further stated that it is staff's recommendation to increase the Equivalent Residential Unit fee from \$5.00 to \$6.00; reduce the Trip Adjustment Percentage from 90% to 85%; create two new tiers in the Point Value Tier Table and reconfigure the tier values to raise the maximum monthly fees for the top three tiers from \$150, to \$150, \$250, and \$500.

Mr. McLaughlin stated that the normal collection on the current fee is about \$802,000 per year. He also stated that the current IMS study states that if the city wants to hold its current pavement condition index, we will need to be investing about \$4.5 million into the streets annually. Mr. McLaughlin further stated that the rate study is targeting some of the inequalities in it.

Commissioner Torres asked how many businesses will be affected by this change? Mr. Mora responded that 26 businesses will be affected. Commissioner Torres further asked if the businesses will be notified if this is approved?

Mr. McLaughlin responded no; notification is not required it is up to the Commission to decide on the increase and this is a subject that has been discussed in the past and has been published in the newspaper and on the agenda. He also stated that this will not be the last time fees will be discussed.

Mayor Pro-Tem Hinojosa asked if a citizen could appeal the fees?

Ms. Alvarez responded yes, but there is a process in the ordinance for appealing.

Mayor Pro-Tem Hinojosa commented that he does not recall anyone ever appealing.

Ms. Alvarez commented that there may have been a few appeals done when this was first introduced a few years ago.

Introduction item.

11. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances by amending Chapter III, Article 7, Personnel Policies. (Human Resource Director).

Mr. McLaughlin stated that part of the city's budget is the compensation plan. What is missing in the compensation plan is the listing of the two firefighters, although they are included in the budget.

Introduction item.

12. Consider introduction of an ordinance ratifying classification and prescribing the number of positions in such classifications for the classified service in the Police Department by adding one new Officer Position. (Human Resource Director).

Introduction item.

13. Consider introduction of an ordinance ratifying classification and prescribing the number of positions in such classifications for the classified service in the Fire Department by adding two new Fire Fighter Positions. (Human Resource Director).

Mr. McLaughlin stated that the Fire Department will go from 19 personnel to 21 personnel, which include the two additional Fire Fighters.

Commissioner Lopez thanked City Manager McLaughlin for the addition of two Fire Fighters, as this was long overdue.

Introduction item.

14. Consider a resolution amending the City of Kingsville Administrative Policies and Procedures Manual, Policy No. 720.01-Designation of Holidays. (Human Resources Director).

Mr. McLaughlin stated that in June 2021, a bill was signed into law making June 19th a national holiday, Juneteenth National Independence Day). Staff views the new national holiday as a positive occurrence and is proposing to add this Federal holiday to the list of authorized City holidays.

Commissioner Alvarez asked if these holidays are paid holidays. Mr. McLaughlin responded yes.

Motion made by Commissioner Lopez to approve the resolution amending the City of Kingsville Administrative Policies and Procedures Manual, Policy No. 720.01-Designation of Holidays, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Torres, Alvarez, Lopez, Hinojosa voting "FOR".

15. Consider a resolution amending the City of Kingsville Administrative Policy No. 731-Flex Leave. (Human Resources Director).

Mr. McLaughlin stated that to enhance the city's leave benefits, it is proposed to increase flex leave hours from 8 to 12 hours per year for full-time employees and from 8 to 10 hours per year for regular part-time employees. The flex leave policy will revert eligibility requirements to non-civil service regular full-time and part-time employees only. These additional hours would be granted during the employee's birthday month. No cash payment for unused flex leave hours will be authorized at any time nor upon separation of employment.

Commissioner Alvarez asked if an employee should get COVID-19, will they be required to use their sick or vacation days?

Mr. McLaughlin responded yes. The employee would need to use sick or vacation hours or they can draw from the leave pool if they have participated in that program or use FMLA. Only first responders will be paid under FMLA as per the new law.

Ms. Alvarez stated that first responders will only be paid FMLA for COVID-19 reasons, which is a new State statute that was approved.

Motion made by Commissioner Lopez to approve the resolution amending the City of Kingsville Administrative Policy No. 731-Flex Leave, seconded by Commissioner Torres. The motion was passed and approved by the following vote: Alvarez, Lopez, Torres, Hinojosa voting "FOR".

16. Consider accepting donation from Broshears family for the Animal Control Division of the Health Department. (Health Director).

Commissioner Torres asked what this donation would be used for. Ms. Alvarez responded that it will be used for Vet Care.

Motion made by Commissioner Lopez to approve the acceptance of donation from Broshears Family for the Animal Control Division of the Health Department, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Lopez, Torres, Alvarez, Hinojosa voting "FOR".

17. Consider introduction of an ordinance amending the Fiscal Year 2020-2021 budget to accept and expend donation from Mr. & Mrs. Johnny L and Patricia Broshears for Minor Vet Care. (Health Director).

Introduction item.

18. Consider introduction of an ordinance amending the Fiscal Year 2020-2021 budget to cover expenditures for setting up a COVID-19 Testing Site at the Health Department. (Finance Director).

Mrs. Balli stated that the County established a COVID Testing Site at the City's Health Department and there was a need to lay street materials for the drive-through so that cars could easily access the testing site. As this was not budgeted, these expenditures cannot be covered in the regular Street Department budget. Efforts will be made to submit these expenditures should other funding be made available. The cost for this is \$14,704.00.

Commissioner Alvarez commented that staff's memo was a little confusing, as she thought it was to set up a COVID Testing site.

Commissioner Torres stated that she agrees with Commission Alvarez's comment, as she also thought it was for a new COVID Testing site as well. Torres further asked if the wording would be changed. Mrs. Balli responded no, as the memo states that the County had established a COVID Testing site with a need to lay street material for the drive-through testing.

Ms. Alvarez commented that the wording for the agenda item can be changed for the next meeting as this is only an introduction, but the funds were used to set up the site a few months ago.

Introduction item.

19. Consider introduction of an ordinance amending the Fiscal Year 2020-2021 budget to cover additional personnel overtime costs due to employees out sick

with COVID, salary payouts due to several employee departures and additional vehicle maintenance. (Finance Director).

Mrs. Balli stated that during the COVID pandemic this year, the Sanitation Division had five employees out due to the virus and with other employees out at various times for family members and friends. This led to an increase in overtime for employees providing sanitation services. We are also currently waiting for two replacement residential garbage trucks expected to be delivered later this month which will reduce the excessive amounts of delayed service due to emergency truck repairs. This will impact the general fund unappropriated fund balance by \$70,000.000.

Introduction item.

20. Consider a resolution authorizing the City Manager to execute Amendment No.1 to the Construction Contract for Downtown Improvements between Etech Construction Inc. and the City of Kingsville for Downtown Improvements-Kleberg Ave. (TxCDBG Contract #7219012). (City Attorney).

Ms. Alvarez stated that the SueAnn Department of Agriculture has issued a revised Section 3 Rule that will apply to all projects receiving CDBG Funds. The city has one of those grants which will have to be amended to comply with the rules which affect the grant administrator and the construction contractor.

Motion made by Commissioner Alvarez to approve the resolution authorizing the City Manager to execute Amendment No.1 to the Construction Contract for Downtown Improvements between Etech Construction Inc. and the City of Kingsville for Downtown Improvements-Kleberg Ave. (TxCDBG Contract #7219012), seconded by Commissioner Lopez.

Mr. Uche Echeozo, Director of Planning & Development Services commented that the contract number listed on the agenda item is incorrect. The contract number on the agenda is #7219012 but should read #7219192.

Ms. Alvarez commented that staff can revise the resolution to state #7219192.

Commissioner Alvarez stated that she would amend her motion to stated contract #7219192.

Commissioner Lopez asked if it would be a problem as the agenda item shows the wrong contract number.

Ms. Alvarez commented that we still have the location information, which was more for the Commission's information, to give a point of reference. The actual contract amendment in the agenda packet has the correct contract number.

Commissioner Lopez commented that if someone looks for this contract number on the agendas, it will have the incorrect contract number.

Ms. Alvarez commented that if it is the Commission's desire, staff can make the correction and bring back the item at the next Commission meeting.

The commission agreed to have staff make the correction and bring the item back at the next Commission meeting.

Commissioner Alvarez withdrew her motion to approve as well as Commissioner Lopez withdrawing her second.

No action was taken on this item.

21. Consider a resolution authorizing the City Manager to execute an Interlocal Agreement for E9-1-1 Public Safety Answering Services between the City of Kingsville and the Coastal Bend Council of Governments. (City Manager).

Motion made by Commissioner Alvarez to approve the resolution authorizing the City Manager to execute an Interlocal Agreement for E9-1-1 Public Safety Answering Services between the City of Kingsville and the Coastal Bend Council of Governments, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Alvarez, Lopez, Torres, Hinojosa voting "FOR".

VI. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 6:02 P.M.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, TRMC, CMC, City Secretary

SEPTEMBER 13, 2021

A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, SEPTEMBER 13, 2021 IN THE HELEN KLEBERG GROVES COMMUNITY ROOM, 400 WEST KING AVENUE, KINGSVILLE, TEXAS AT 5:00 P.M.

CITY COMMISSION PRESENT:

Sam R. Fugate, Mayor
Hector Hinojosa, Commissioner
Norma N. Alvarez, Commissioner
Edna Lopez, Commissioner

CITY COMMISSION ABSENT:

Ann Marie Torres, Commissioner

CITY STAFF PRESENT:

Mark McLaughlin, City Manager
Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
Kyle Benson, IT Manager
Derek Williams, IT
Uchechukwu Echeozo, Director of Planning & Development Services
Deborah Balli, Finance Director
Susan Ivy, Parks Director
Rudy Mora, Engineer
Bill Donnell, Public Works Director
Ricardo Torres, Police Chief
Diana Gonzales, Director of Human Resources
David Solis, Risk Manager
Nicholas Daniels, Building Official
Emilio Garcia, Health Director
Mike Mora, Capital Improvements Manager
Joseph Ramirez, Engineers Assistant
Janine Reyes, Tourism Director
Darrel Mills, Landfill Supervisor

I. Preliminary Proceedings.

OPEN MEETING

Mayor Fugate opened the meeting at 5:00 p.m. with four Commission members present. Commissioner Torres was absent from this meeting.

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)

None.

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

1. Public hearing regarding condemnation proceeding for structures located at 1247 E. Kleberg, Kingsville, Texas. (Director of Planning & Development Services).

Mayor Fugate read and opened this public hearing at 5:02 P.M.

Mr. Nicholas Daniels, Building Official reported that this is a dilapidated structure.

Ms. Alvarez stated that photos presented for this property show large pieces of the missing roof, ceiling walls, and support beams.

Mayor Fugate asked if letters were sent out to the property owners.

Ms. Alvarez responded yes. She further stated that this property has had no water services since October 25, 2016.

Commissioner Lopez asked if Mr. Daniels physically go out and inspect this property? Mr. Daniels responded yes. Commissioner Lopez further commented that she has noticed that on the paperwork that was submitted to the City Commission agenda packet that under the inspector's name the Code Enforcement Officers inspected with Mr. Daniels signing off on the paperwork.

Mr. Daniels commented that the Code Enforcement Officers take the initial complaint or notice the dilapidated structure as they are doing their inspections throughout the different areas and zones that they are in. He further stated that when they do the initial inspection and then bring it to him, he then is required to physically go out and check the property.

Commissioner Lopez further stated that she went back several years, when the city had other Building Officials, and she noticed that in the Inspector Name box they listed their name stating all that was wrong with the property. Commissioner Lopez further commented that she wants to make sure that this is being done correctly as it will come back to the city. She further commented that if the Building Official is inspecting the property, she doesn't understand why the Building Official wouldn't fill out the form.

Mr. Daniels stated that when the inspection is done, it is filled out by the Code Enforcement agent. He has decided that since they are the ones that do the initial paperwork and instead of filling out the form under his name after, since they are the ones that do the original inspection, and he does the verification and an inspection as well.

Commissioner Lopez commented that she doesn't feel that this had happened for a long time as they just got moved into that department, so it hasn't been happening. She also stated that she has seen other Building Officials, the previous two, put their name and sign off on it. She also commented that she just wants to make sure that the paperwork is being done correctly as she doesn't want any problems for the city.

Mayor Fugate asked for Ms. Alvarez's opinion on this.

Ms. Alvarez stated that if there is an initial complaint and if another agent of the department goes out to inspect it and to determine if it merits the Building Official going out and doing a full inspection that would result in letters being issued and being brought before the Commission, so long as the Building Official is inspecting to verify the initial complaint they have received, it would be fine. She further stated that he does have to go off and sign-off that he is attesting to all of the things that are in the packet that are shown on the various photos and letters that are sent to individuals as they receive a notice of violation letters. When the property owner does not respond to the first initial letter, they then receive a notice of hearing letter which tells them the date, time, and location of the hearing to consider the condemnation of property. She further stated that there is a notice that is placed in the newspaper so that people will know that their property is being considered for condemnation as well as placards placed on the property that shows the notice of hearing. She stated that the Building Official does have to approve all the things that are said before the Commission tonight.

Mayor Fugate further asked if the way things are being done is there any legal issues with it.

Ms. Alvarez responded that so long as the Building Official is still going out and doing a physical inspection.

Mr. Daniels responded yes and stated that some of these properties are difficult due to fourth amendment rights. If the properties are gated, it would delay the process as staff would need to contact someone to physically allow them onto the property.

Mayor Fugate commented that he has seen condemnations where staff is unable to go inside the property therefore staff would need to make the call on what they see from a distance.

Mr. Daniels commented that there are some properties where you can visually see that there is enough damage to the property.

Commissioner Lopez commented that she just wants to make sure that the process is being done correctly as she doesn't want it to come back to the city. She further stated that all she wants to know is that Mr. Daniels is doing physical inspections.

Mr. Daniels responded yes.

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

There being no further comments Mayor Fugate closed this public hearing at 5:08 P.M.

2. Public hearing regarding condemnation proceeding for structures located at 527 E. Alice, Kingsville, Texas. (Director of Planning & Development Services).

Mayor Fugate read and opened this public hearing at 5:08 P.M.

Mr. Daniels reported that this is for the single-story structure on the lot, not both structures. The single-story structure faces 10th Street. Daniels stated that for this structure you can see advanced deterioration. It has been documented that the property has been placard.

Mayor Fugate asked Mr. Daniels if he physically went out and inspected this property. Mr. Daniels responded yes.

Commissioner Hinojosa stated that for this condemnation he did have a question as it was at 527 E. Alice, but it is facing 10th Street but all within the same property.

Mr. Daniels responded yes.

Mayor Fugate asked if notices were sent out.

Ms. Alvarez responded that notices were sent out and further stated that this property has had no water services since September 4, 2020.

Mayor Fugate asked if anyone had contacted the City regarding this property.

Mr. McLaughlin responded no and further commented that individuals are living at the main structure on the same lot.

Mr. Daniels responded that this was correct.

Mr. McLaughlin stated that it is a bit confusing because when you go out and see this property it looks like the corner of East Alice and 10th is vacant and this is on the southern end of the property. There is a house that looks it has been added on a few times, which the house doesn't look any better, with all these buildings located in one big lot and all legal fall under the 527 E. Alice address.

Mr. Daniels commented that staff was contacted today to see which structured it was that was being considered for condemnation.

Mayor Fugate commented that when the city is ready to tear down this property, we need to make sure it is the right structure.

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

There being no further comments Mayor Fugate closed this public hearing at 5:13 P.M.

3. Public hearing regarding condemnation proceeding for structures located at 401 W. Mesquite, Kingsville, Texas. (Director of Planning & Development Services).

Mayor Fugate read and opened this public hearing at 5:13 P.M.

Mr. Daniels stated that this structure has broken windows and is unsecure. There is the deterioration of beams.

Mayor Fugate asked if staff received any complaints. Mr. Daniels responded no.

Ms. Alvarez stated that this property has had no water since 2017.

Mayor Fugate asked Mr. Daniels if he physically went out and inspected this property. Mr. Daniels responded yes.

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

There being no further comments Mayor Fugate closed this public hearing at 5:15 P.M.

4. Public hearing regarding condemnation proceeding for structures located at 802 E. Mesquite, Kingsville, Texas. (Director of Planning & Development Services).

Mayor Fugate read and opened this public hearing at 5:15 P.M.

Mr. Daniels stated that the city has dealt with this property in the past. This property has a dilapidated structure that was started back in September 2020. The property owner did have a conference with the Development Director and at that time they were going to try and rehabilitate the structure. The rear part of the structure at that time was too far gone which would cost more to save the rear part of the structure than to rebuild. At that point, they were instructed that if they were able to secure the front structure to avoid homeless or any other activity to occur on the property. Daniels further stated that in April 2021 there was no progress on the main structure, and no one had come in to speak with staff about any plans to secure the structure or renovate it. Mr. Daniels showed pictures of the structure showing the structure where it is still unsecure.

Mayor Fugate asked if staff has heard from the property owners. Mr. Daniels stated that he has heard from them recently stating that they would like to continue with the restoration, but it has been since April, and they haven't submitted any proposed plans on how they are going to proceed. Mayor Fugate further asked if all notices were sent.

Ms. Alvarez responded yes and has been placed in the newspaper and on the property and commented that this property has been without water services since 2016.

Mayor Fugate asked Mr. Daniels if he physically went out and inspected this property. Mr. Daniels responded yes.

Commissioner Hinojosa commented that in the past property owners have come into the meeting and request extensions and the Commission granting the extension. As the property owners are not present at this meeting, he feels the Commission needs to move forward with the condemnations.

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

There being no further comments Mayor Fugate closed this public hearing at 5:19 P.M.

III. Reports from Commission & Staff.²

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

Mr. McLaughlin reported on events that occurred this past weekend in Kingsville. He further updated the Commission on Tropical Storm Nicholas. Public Works passed sandbags on Sunday, a little over 2,200 sandbags were passed out. He further thanked staff for their hard work this past weekend.

Ms. Alvarez reported that the next City Commission is scheduled for September 27th with a deadline for staff to submit their agenda items no later than September 17th. She further stated that the first meeting in October is scheduled for October 12th as October 11th is a holiday. Staff's deadline to submit agenda items for the October 12th meeting is being moved up to September 29th, due to staff being out the week before the October 12th meeting attending a conference.

Commissioner Alvarez asked if the schedule for trash pickup will remain the same. Mr. McLaughlin responded yes.

IV. Public Comment on Agenda Items.³

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

No comments were made or received.

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

1. Motion to approve final passage of an ordinance amending the Fiscal Year 2020-2021 budget to accept and expend donation for Animal Control. (Health Director).

2. Motion to approve final passage of an ordinance amending the Fiscal Year 2020-2021 budget to cover expenditures for setting up a COVID-19 Testing Site at the Health Department. (Finance Director).

3. Motion to approve final passage of an ordinance amending the Fiscal Year 2020-2021 budget to cover additional personnel overtime costs due to employees out sick with COVID, salary payouts due to several employee departures, and additional vehicle maintenance. (Finance Director).

4. Motion to approve final passage of an ordinance ratifying classification and prescribing the number of positions in such classifications for the classified service in the Police Department by adding one new Officer Position. (Human Resource Director).

5. Motion to approve final passage of an ordinance ratifying classification and prescribing the number of positions in such classifications for the classified service in the Fire Department by adding two new Fire Fighter Positions. (Human Resource Director).

6. Motion to approve final passage of an ordinance amending the City of Kingsville Code of Ordinances Chapter V, Article 3, Water, providing for an increase in water rates. (Finance Director).

7. Motion to approve final passage of an ordinance amending the City of Kingsville Code of Ordinances Chapter V, Article 2, Sewers, providing for an increase in sewer rates. (Finance Director).

8. Motion to approve final passage of an ordinance amending the City of Kingsville Code of Ordinances Sections 9-10-53, 55, 56, and 57 to update the fees and calculation method used for the purpose of funding the City Street System. (City Engineer/City Manager).

9. Motion to approve reappointment of Steve Zamora, Debbie Tiffie, Brian Coufal, and Bill Aldrich to the Planning and Zoning Board each for a two-year term. (Director of Planning & Development Services).

10. Motion to approve reappointment of Leo Garcia (City Resident rep.), Erin McClure (TAMUK rep.), Kamlesh Bhikha (Hotel Industry rep.), and Vic Kasan (Hotel Industry rep.) to the Hotel Occupancy Tax Advisory Board each for a two-year term. (Tourism Director).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

11. Consider final passage of ordinance adopting the City Manager's budget, as amended, of the City of Kingsville, Texas, and appropriating funds for the fiscal year beginning October 01, 2021 and ending September 30, 2022 in the particulars hereinafter stated. (Finance Director).

Mrs. Deborah Balli, Finance Director stated that the upcoming budget for the fiscal year is being proposed at \$103,196,539.96.

Mayor Fugate thanked staff for presenting a great budget.

Motion made by Commissioner Lope, I move to approve final passage of an ordinance adopting the City Manager's budget, as amended, of the City of Kingsville, Texas and appropriating funds for the fiscal year beginning October 1, 2021 and ending September 30, 2022 in the particulars hereafter stated, seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Alvarez, Lopez, Hinojosa, Fugate voting "FOR".

12. Consider ratifying the property tax increase reflected in the 2021-2022 Annual Budget of the City of Kingsville. (Finance Director).

Motion made by Commission Alvarez, I move to ratify the property tax increase reflected in the 2021-2022 Annual Budget of the City of Kingsville, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Lopez, Hinojosa, Alvarez, Fugate voting" FOR".

13. Consider final passage of ordinance establishing and adopting the ad valorem tax rate for all taxable property within the City of Kingsville, Texas for fiscal year beginning October 01, 2021 and ending September 30, 2022, distributing the tax levy among the various funds, and providing for a lien on real and personal property to secure the payment of taxes assessed. (Finance Director).

Motion made by Commissioner Hinojosa, I move that the property tax rate be increased by the adoption of a tax rate of \$0.84000, which is effectively a 4.15% percent increase in the tax rate, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Hinojosa, Alvarez, Lopez, Fugate voting "FOR".

14. Consider final passage of an ordinance amending the City of Kingsville Code of Ordinances by amending Chapter III, Article 7, Personnel Policies. (Human Resource Director).

Mrs. Diana Gonzales, Human Resources Director stated that this is the same as the first presentation on the Compensation Plan.

Motion made by Commissioner Lopez to approve the final passage of an ordinance amending the City of Kingsville Code of Ordinances by amending Chapter III, Article 7, Personnel Policies, seconded by Commissioner Alvarez and Commissioner Hinojosa. The motion was passed and approved by the following vote: Alvarez, Lopez, Hinojosa, Fugate voting "FOR".

15. Consider condemnation of structures located at 1247 E. Kleberg, Kingsville, Texas. (Director of Planning & Development Services).

Motion made by Commissioner Lopez finding not able to repair building or structure is unsafe and present condition is a violation of ordinances and cannot be corrected without substantial reconstruction then declare the building or structure to be a public nuisance and order its demolition by owner/agent/person in charge within 30 days, the city shall abate in any manner it seems necessary

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

16. Consider condemnation of structures located at 527 E. Alice, Kingsville, Texas. (Director of Planning & Development Services).

Motion made by Commissioner Lopez finding not able to repair building or structure is unsafe and present condition is a violation of ordinances and cannot be corrected without substantial reconstruction then declare the building or structure to be a public nuisance and order its demolition by owner/agent/person in charge within 30 days, the city shall abate in any manner it seems necessary and proper, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Hinojosa, Alvarez, Lopez, Fugate voting "FOR".

17. Consider condemnation of structures located at 401 W. Mesquite, Kingsville, Texas. (Director of Planning & Development Services).

Motion made by Commissioner Lopez finding not able to repair building or structure is unsafe and present condition is a violation of ordinances and cannot be corrected without substantial reconstruction then declare the building or structure to be a public nuisance and order its demolition by owner/agent/person in charge within 30 days, the city shall abate in any manner it seems necessary and proper, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Alvarez, Lopez, Hinojosa, Fugate voting "FOR".

18. Consider condemnation of structures located at 802 E. Mesquite, Kingsville, Texas. (Director of Planning & Development Services).

Motion made by Commissioner Lopez finding not able to repair building or structure is unsafe and present condition is a violation of ordinances and cannot be corrected without substantial reconstruction then declare the building or structure to be a public nuisance and order its demolition by owner/agent/person in charge within 30 days, the city shall abate in any manner it seems necessary and proper, seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Lopez, Hinojosa, Alvarez, Fugate voting "FOR".

19. Consider appointment of Mr. Maximiano "Max" Segovia, Jr. and Ms. Joey Lee to the Parks Advisory Board for one-year terms. (Parks Director).

Mrs. Susan Ivy, Parks Director stated that staff is requesting the appointment of Mr. Maximiano Segovia, Jr., and Ms. Joey Lee as members of the Parks Advisory Board. These individuals will be filling the positions of Mr. Joseph Jones and Mrs. Trisha Gottschalk Glusing.

Motion made by Commissioner Hinojosa to approve the appointment of Mr. Maximiano "Max" Segovia, Jr., and Ms. Joey Lee to the Parks Advisory Board for one-year terms, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Hinojosa, Alvarez, Lopez, Fugate voting "FOR".

20. Consider a resolution authorizing the City Manager to enter into an Engagement Letter Agreement between the City of Kingsville, Texas and John Womack & Co., P.C. for the 2020-2021 Fiscal Year Audit. (Finance Director).

Motion made by Commissioner Hinojosa to approve the resolution authorizing the City Manager to enter into an Engagement Letter Agreement between the City of Kingsville, Texas and John Womack & Co., P.C. for the 2020-2021 Fiscal Year Audit, seconded by Commissioner Alvarez and Commissioner Lopez. The motion was passed and approved by the following vote: Alvarez, Lopez, Hinojosa, Fugate voting "FOR".

21. Consider a resolution amending the City of Kingsville Administrative Policies and Procedures Manual, Policy No. 890.12 Safety-Toe Footwear and Reimbursement. (Human Resources Director).

Mr. David Solis, Risk Manager stated that this policy has been in place since 2007, but since the amount for boot reimbursement is being increased, the policy needs to be amended.

Motion made by Commissioner Lopez to approve the resolution amending the City of Kingsville Administrative Policies and Procedures Manual, Policy No. 890.12 Safety-Toe Footwear and Reimbursement, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Lopez, Hinojosa, Alvarez, Fugate voting "FOR".

22. Consider a resolution authorizing the City Manager to execute Amendment No.1 to the Construction Contract for Downtown Improvements between Etech Construction Inc. and the City of Kingsville (TxCDBG #7219192). (Director of Planning & Development Services).

Mr. Uchechukwu Echeozo, Director of Planning & Development Services stated that this is to amend the contract for Grant Works in relation to the Main Street Contract for 7th Street #7219192. The Texas Department of Agriculture, which oversees this grant, approved Section 3 requirements and now requires all contracts to be amended to include language regarding this new policy. Both the City and Etech have worked to prepare Amendment No. 1 to the Construction Contract for Downtown Improvements.

Commissioner Lopez commented that this is the item that was presented at the previous Commission meeting where it was found that the wrong contract number was listed therefore needing for staff to make the correction and bring it back to the Commission.

Motion made by Commissioner Alvarez to approve the resolution authorizing the City Manager to execute Amendment No.1 to the Construction Contract for Downtown Improvements between Etech Construction Inc. and the City of Kingsville (TxCDBG #7219192), seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Hinojosa, Alvarez, Lopez, Fugate voting "FOR".

23. Consider a resolution authorizing the submission of Step 2 of an application to the Texas Water Development Board for the Flood Infrastructure Fund for City drainage projects. (City Engineer).

Mr. Rudy Mora, City Engineer stated that on June 8, 2020, the City Commission approved submitting applications to the Flood Infrastructure Fund through the Texas Water Development Board (TWDB). On September 1, 2021, TWDB informed the City that drainage location 8, Paulson Falls, ranked high enough to be considered for funding should sufficient funds be identified during the processing of invitations. Based on TWDB calculations, the City is eligible for 43% grant funds with 0%, 30-year loan financing. The city will need to submit an intent to apply form. Once TWDB funds are available the city will need to submit the detailed application. The grant award of \$301,000 plus a loan of \$399,000, 0% interest 30-year loan. The annual loan payment would be \$13,300 per year. The source for repayment on this would be Fund 55, the stormwater user fee. Mr. Mora further stated that staff recommends approval for the intent to apply and proceed with step 2 of the Flood Infrastructure Fund application.

Motion made by Commissioner Hinojosa to approve the resolution authorizing the submission of Step 2 of an application to the Texas Water Development

Board for the Flood Infrastructure Fund for City drainage projects, seconded by Commissioner Alvarez.

Mr. McLaughlin stated that when the city did the Texas Water Development Board, the city got areas from the drainage plans 1,3,4, & 7, and now it will include 8.

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

24. Consider a resolution authorizing adoption and approval of the Texas Term Sheet for the Opioid Settlement and matters related thereto. (Police Chief).

Mr. Ricardo Torres, Chief of Police stated that in September 2017, Attorney General Paxton, and a bipartisan coalition of 40 other states served investigative subpoenas and additional requests on eight companies that manufacture or distribute highly addictive opioids to evaluate whether manufacturers and distributors engaged in unlawful practices in the marketing, sale, and distribution of opioids. Chief Torres further stated that it is staff's recommendation to have the resolution to join the settlement, execute releases, and execute the term sheet so that we can receive funds as a result of this litigation.

Mayor Fugate asked if the County would be receiving some of this, and if so, how much?

Mr. McLaughlin responded that city staff was invited to a meeting regarding this, but Kleberg County was not in the meeting. At this meeting, it was shared the amount that the city would be receiving.

Commissioner Hinojosa asked what fund the money would go into.

Chief Torres commented that a separate fund would need to be created for this money as it would have to be used for the mitigation of opioids.

Motion made by Commissioner Hinojosa to approve the resolution authorizing adoption and approval of the Texas Term Sheet for the Opioid Settlement and matters related thereto, seconded by Commissioner Alvarez and Commissioner Lopez. The motion was passed and approved by the following vote: Lopez, Hinojosa, Alvarez, Fugate voting "FOR".

VI. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 5:47 P.M.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, TRMC, CMC, City Secretary

PUBLIC HEARING(S)

PUBLIC HEARING #1

Planning and Development Services
410 W King
Kingsville, TX 78363
PH: 361-595-8093



Pub. Hrg.

MEMO

Date: September 22, 2021
To: Mark McLaughlin (City Manager)
From: Uche Echeozo (Director of Planning and Development Services)
Subject: **Jacob Carmona, authorized agent and applicant; Herman Ohlenbusch, owner; requesting a Special Use Permit for new or reconditioned Auto parts, Indoors use at ANDREWS 1, LOT South 90' A, also known as 1911 S. Brahma Blvd., Kingsville, Texas.**

The Planning and Zoning Commission meeting held as scheduled this evening, September 22, 2021, with 6 members in attendance.

Members deliberated over the issue of granting approval for a Special Use Permit to enable the applicant to carry out the business of automotive sales (including wheels, tires, lift and accessories). The applicant had specified they only plan to do sales and not installations and repairs. Letters were sent out to neighbors and the City no comments. Commissioners, after deliberations, voted to approve the recommendation for a Special Use Permit with a condition that there would be neither installation nor repairs on site. A recorded vote of all members present was taken and Commissioners Brian Coufal, Larry Garcia, Idotha Battle, Michael Klepac, Bill Aldrich and the Chairman – Steve Zamora all voted 'YES'.

The meeting was adjourned by about 6.38p.m.

Thank you.

A handwritten signature in black ink, appearing to read "Uche Echeozo", with a large, sweeping flourish at the end.

Uche Echeozo
Director of Planning and
Development Services

Pub. Hrg

Planning and Development Services
410 W King
Kingsville, TX 78363
PH: 361-595-8093



MEMO

Date: September 17, 2021

To: Planning and Zoning Commission Members

From: Uche Echeozo (Director of Planning and Development Services)

Subject: **Jacob Carmona, authorized agent and applicant; Herman Ohlenbusch, owner; requesting a Special Use Permit for new or reconditioned Auto parts, Indoors use at ANDREWS 1, LOT South 90' A, also known as 1911 S. Brahma Blvd., Kingsville, Texas.**

The applicant approached the department because they wanted to carry out the business that deals with new or reconditioned auto parts Indoors use. A look at the current zoning of the property revealed a C2 (Retail) zoning which does not permit such development except under a Special Use Permit regime. In the course of initial consultation and review, Staff was able to confirm from the applicants that they planned to only do sales and not installations or repairs

Consequently, a Special Use Permit application is being submitted for your consideration. Therefore, it is recommended that you consider the said application and approve same since the eventual use would be in conformity with the zoning ordinance of the City of Kingsville.

Thank you.

A handwritten signature in black ink, appearing to be "Uche Echeozo", written over a horizontal line.

Uche Echeozo
Director of Planning and
Development Services

CITY OF KINGSVILLE
PLANNING AND ZONING DIVISION
MASTER APPLICATION

Proceed
— Mike
7/22

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 1911 S Brahmara Blvd Nearest Intersection Alfisi Avenue

(Proposed) Subdivision Name _____ Lot _____ Block _____

Legal Description: _____

Existing Zoning Designation C2 Future Land Use Plan Designation _____

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Jacob Cantamano Phone (361) 223-6074 FAX _____

Email Address (for project correspondence only): TEXANS TIRAS @ yahoo.com

Mailing Address 222 Lemonwood drive City Kingsville State TX Zip 78363

Property Owner Harman Ohlenbusch Phone (361) 592-1372 FAX _____

Email Address (for project correspondence only): texho @ att.net

Mailing Address 926 S 1st Suite 103 City Kingsville State TX Zip 78363

Select appropriate process for which approval is sought. Attach completed checklists with this application.

<input type="checkbox"/> Annexation Request _____	No Fee	<input type="checkbox"/> Preliminary Plat _____	Fee Varies
<input type="checkbox"/> Administrative Appeal (ZBA) _____	\$250.00	<input type="checkbox"/> Final Plat _____	Fee Varies
<input type="checkbox"/> Comp. Plan Amendment Request _____	\$250.00	<input type="checkbox"/> Minor Plat _____	\$100.00
<input checked="" type="checkbox"/> Re-zoning Request _____	\$250.00	<input type="checkbox"/> Re-plat _____	\$250.00
<input checked="" type="checkbox"/> SUP Request/Renewal _____	\$250.00	<input type="checkbox"/> Vacating Plat _____	\$50.00
<input type="checkbox"/> Zoning Variance Request (ZBA) _____	\$250.00	<input type="checkbox"/> Development Plat _____	\$100.00
<input type="checkbox"/> PUD Request _____	\$250.00	<input type="checkbox"/> Subdivision Variance Request _____	\$25.00 ea

Please provide a basic description of the proposed project:

wheels, tires, lift, accessories for automotive

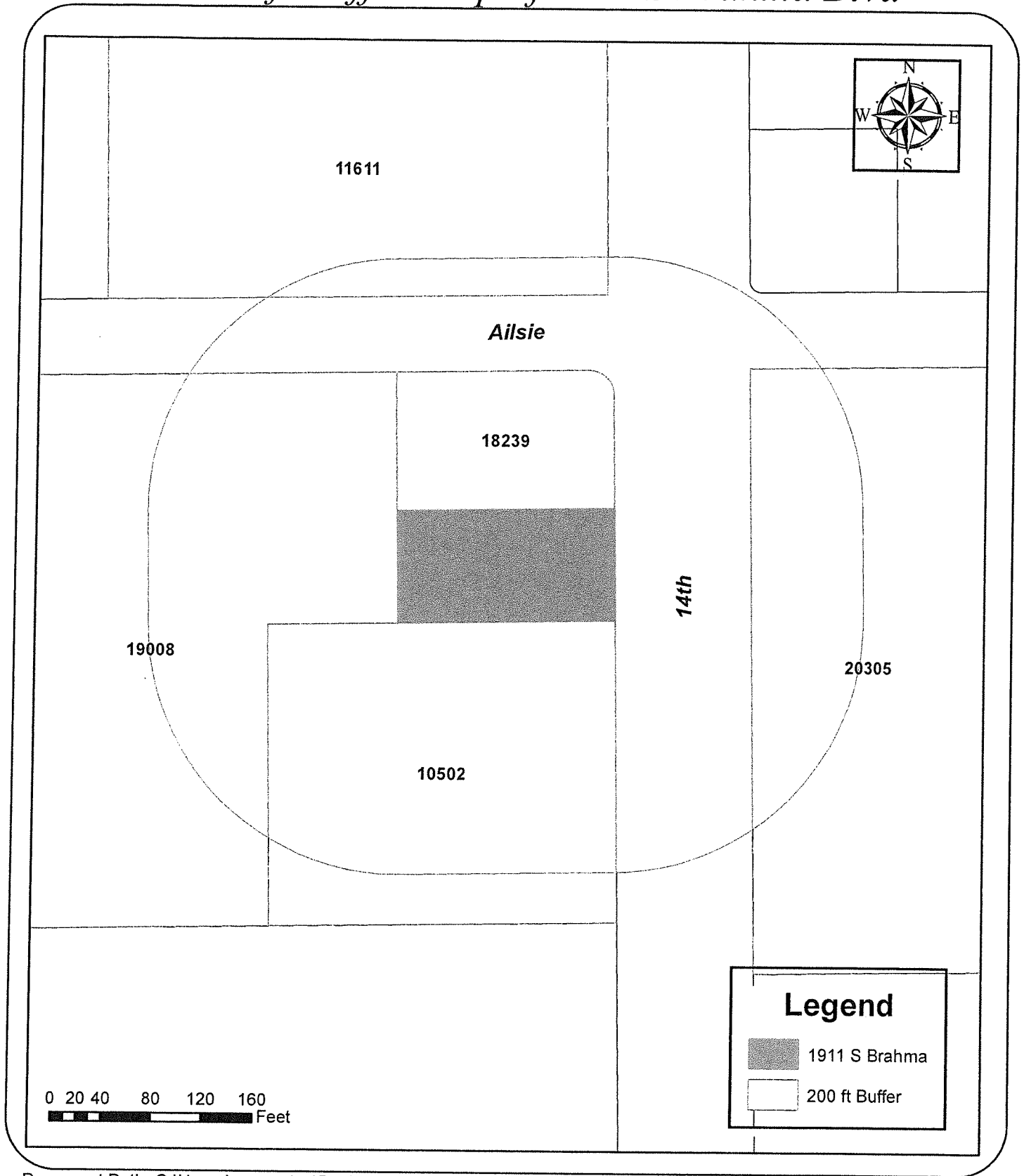
I hereby certify that I am the owner and /or duly authorized agent of the owner for the purposes of this application. I further certify that I have read and examined this application and know the same to be true and correct. If any of the information provided on this application is incorrect the permit or approval may be revoked.

Applicant's Signature [Signature] Date: 07/22/2021


Property Owner's Signature _____ Date: _____

Accepted by: _____ Date: _____

200 ft Buffer Map of 1911 S Brahma Blvd



Document Path: C:\Users\sresendez\Desktop\GIS\Maps\2021_Buffer.mxd

<div>Page</div> <div>1 / 1</div>	<div>Drawn By:</div> <div>Planning Department</div>	<div>DISCLAIMER</div> <div>THIS MAP IS FOR VISUAL PURPOSES ONLY.</div> <div>THE INFORMATION ON THIS SHEET MAY</div> <div>CONTAIN INACCURACIES OR ERRORS.</div> <div>THE CITY OF KINGSVILLE IS NOT</div> <div>RESPONSIBLE IF THE INFORMATION CONTAINED</div> <div>HEREIN IS USED FOR ANY DESIGN,</div> <div>CONSTRUCTION, PLANNING, BUILDING,</div> <div>OR ANY OTHER PURPOSE.</div>	<div>  </div> <div> CITY OF KINGSVILLE PLANNING DEPARTMENT 410 West King Kingsville, Texas 78363 Office: 361-595-8055 </div>
	<div>Last Update:</div> <div>8/6/2021</div>		
	<div>Note:</div> <div></div>		

KINGSVILLE RETAIL GROUP, LO
% TODD ROUTH
11701 BEE CAVES ROAD, STE 262
AUSTIN, TX 78738
#11611

MICHAEL J KRUGER
PO BOX 1538
KINGSVILLE, TX 78364-1538
#10502

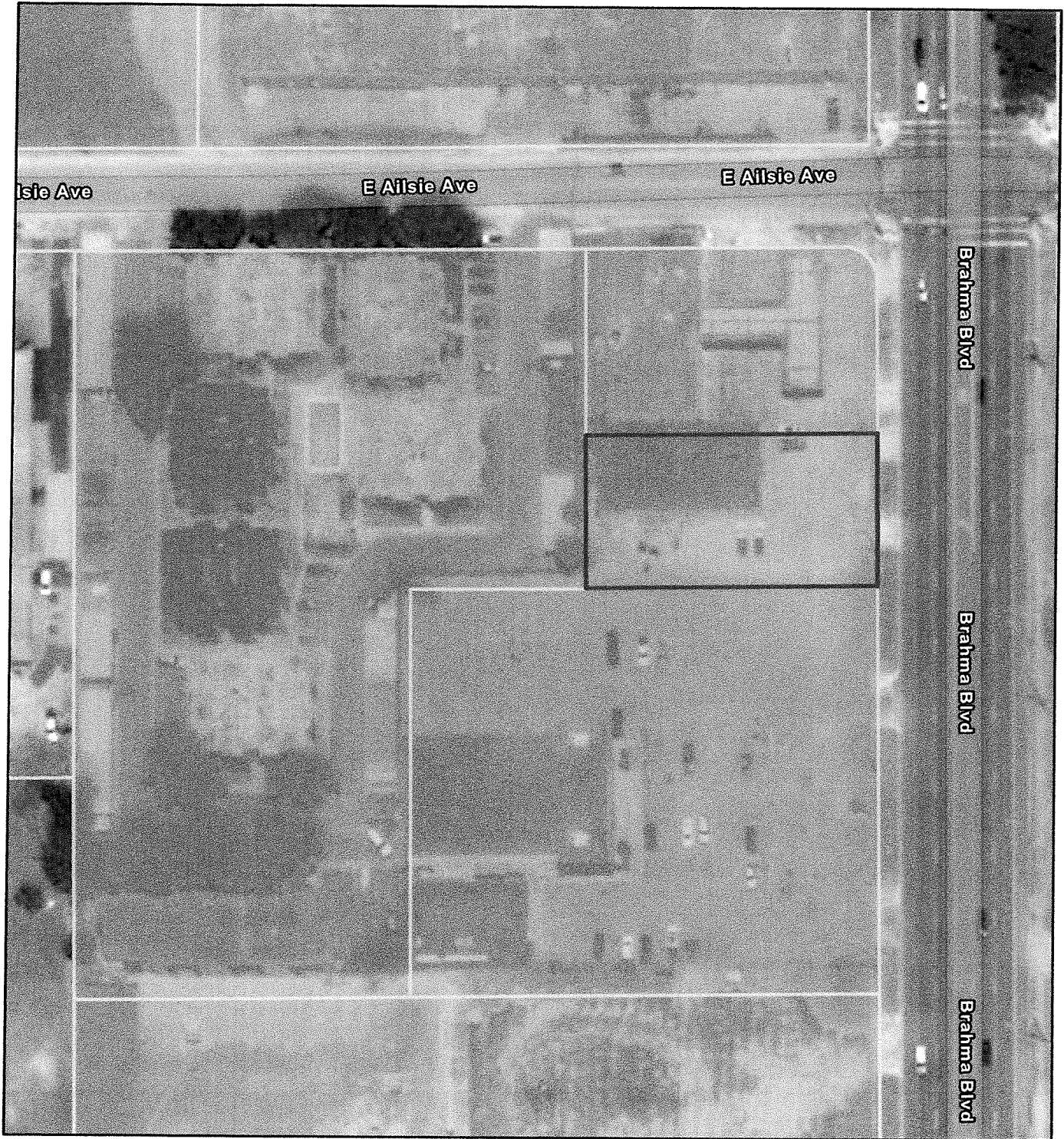
CANOPY APARTMENTS LLC
255 WILDLIFE TRL
BANDERA, TX 78003
#19008

FIRST CHRISTIAN CHURCH
PO BOX 848
KINGSVILLE, TX 78364-0848
#20305

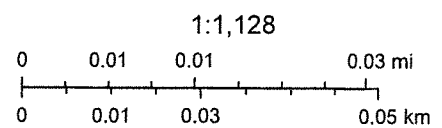
HARBUR & HARBUR LP
% ROBERT W HARMAN
3279 FM 1540
SANDIA, TX 78363
#18239

Land Use Chart													
Land Use Description	R1	R2	R2A	R3	R4	MH	C1	C2	C3	C4	I1	I2	Ag
Provisioning and recreational sporting goods sales including boats and vehicles								S	P	P			
Shooting galleries and pistol [ranges] (indoor)								S	P	P			
Souvenir, curio								S	P				
<i>Automobile Related Uses</i>													
Car wash							P	S	P	P	P		
Auto sales, repairs including motorcycles								S	P	P	P		
Auto paint and body shop								S	P	P	P		
Drag strip, race track											S	S	
Gasoline service station								P	P	P	P		
Gasoline sales							S	P	P	P	P		
Commercial parking structure auto only								S	P	P	P		
Truck storage								S	S	P	P	P	
Used auto parts, sales, indoors								S	P	P	P	P	

1911 S Brahma Blvd



July 22, 2021



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Kleberg CAD

Property Search > 18861 OHLENBUSCH HERMAN H for Year 2021 Tax Year: 2021

Property

Account

Property ID: 18861 Legal Description: ANDREWS 1, LOT S 90' A, (FASTENAL)
 Geographic ID: 103000001001192 Zoning: C2
 Type: Real Agent Code:
 Property Use Code:
 Property Use Description:

Location

Address: 1911 S BRAHMA BLVD Mapsco:
 TX
 Neighborhood: Map ID: A3
 Neighborhood CD:

Owner

Name: OHLENBUSCH HERMAN H Owner ID: 30455
 Mailing Address: 926 S 14TH ST, STE 103 % Ownership: 100.0000000000%
 KINGSVILLE, TX 78363

Exemptions:

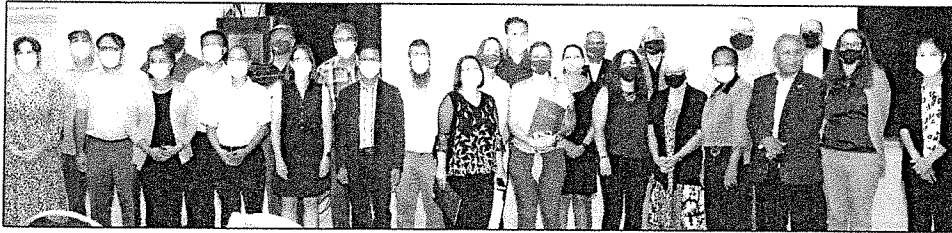
Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$86,230	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$47,250	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0

(=) Market Value:	=	\$133,480
(-) Ag or Timber Use Value Reduction:	-	\$0

(=) Appraised Value:	=	\$133,480
(-) HS Cap:	-	\$0

(=) Appraised Value:	=	\$133,480
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Faculty who earned the certificate in Effective College Instruction were honored with a reception and award ceremony on Aug. 24 in the Memorial Student Union Building.

TAMUK faculty receive pins from ACUE program

Texas A&M University-Kingsville faculty members who completed the Association of College and University Educators (ACUE) course received pins and certificates from the association.

Faculty who earned the certificate in Effective College Instruction were honored with a reception and award ceremony on Aug. 24 in the Memorial Student Union Building.

The Texas A&M System sent a medallion and letter from Dr. James Hallmark, Vice Chancellor for Academic Affairs, for each faculty member.

Faculty who completed the course include Amar Bhandari from the department of Agriculture, Agribusiness and Environmental Sciences; Lihua Zuo from the Mathematics department; Liz Janzen from the School of Music; Nirmal Goswami from the History, Political Science and Philosophy department; Amir Hesami from the Civil and Architectural Engineering department; and Monica Wong-Ratliff from the Art, Communications and Theater department. Recipients from the Biological and Health Sciences department include Fang He, Weimin Xi and Shannon Aguiar.



The Clinical Health Sciences department recipients include Robert Villa, Maura Krestar and Teresa Young. Montamas Suntraval and Kevin Francis from the department of Chemistry completed the course.

Timothy Oblad and Marion Blake are recipients from the department of Psychology and Sociology.

The Teacher and Bilingual Education department recipients include Lisa McNair and Patricia Aguiar.

Ashlee Burt and Amber Shipperd are recipients from the Health and Kinesiology department.

Recipients from the Electrical Engineering and Computer Science department include Md. Ashfaqur Rahman and Ayush Goyal.

Matthew Alexander and Zhaoqi Fan are recipients from the Chemical and Natural Gas Engineering

department's website states.

Certificates are awarded in collaboration with the American Council on Education.

These credentials distinguish faculty and institutions for their commitment to educational excellence.

Cindy Blackwell, an academic director for ACUE, said the association's mission is student success and equity through quality instruction.

"ACUE is unlike any other program. It is a way for faculty to improve and really engage in their teaching," Blackwell said. "What we want to do is equip faculty. What we know about faculty is that a lot of them move through a PhD program and do not have any opportunity to truly understand good teaching. A lot of times it's just what they model from former faculty members and so this gives them those teaching practices that they can implement in the classroom for better student success."

Craig Meyer and Kenneth Price from the Language and Literature department completed the course.

Dr. Scott Jones, from the School of Music, served as the Faculty Facilitator and also received a pin and certificate.

Faculty credentialed by ACUE have demonstrated comprehensive knowledge and skills across all of the core teaching competencies defined in ACUE's effective practice framework, the association's website states.

the program allowed him to be a more prepared professor to his students.

He said he was able to practice and test strategies he learned in his classroom.

"I believe that taking this course would help me serve students in a better way," Fan said.

"I learned a lot from this program ... I was quite impressed with the effectiveness of those teaching strategies and skills."

Marion Blake, associate professor of Psychology, said the program has changed her teaching style in a positive way.

"It's not about quantity, how much I teach. It's about how well I teach and how much the students benefit," Blake said.

"It slowed me down, but in a good way. I think it's improved the quality of my teaching even if I have had to cut back on the quantity that I cover in a semester or I find other ways to cover it."

"I feel better because I think I'm contributing more to their education, more to their personal development and I'm happy about that," she said.

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, September 22, 2021 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard: Jacob Carmona, authorized agent and applicant; Herman Ohlenbusch, owner; requesting a Special Use Permit for New or Reconditioned Auto Parts, Indoors use at ANDREWS 1, LOT South 90' A, also known as 1911 S Brahma Blvd, Kingsville, Texas. The meeting will be held at City Hall, 400 West King, in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the Planning Department at (361) 595-8055.

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, September 27, 2021 at 5:00 p.m. wherein the City Commission will discuss the introduction on the following item and at which time all interested persons will be heard: Jacob Carmona, authorized agent and applicant; Herman Ohlenbusch, owner; requesting a Special Use Permit for New or Reconditioned Auto Parts, Indoors use at ANDREWS 1, LOT South 90' A, also known as 1911 S Brahma Blvd, Kingsville, Texas. The meeting will be held at City Hall, 400 West King, Kingsville, Texas in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the City Secretary at (361) 595-8002.

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City Sanitation, City Hall and other Administrative Offices will be closed on Monday, September 6, 2021 in observance of Labor Day.

The City Sanitation garbage pick-up schedule will temporarily change for the week of September 6th, 2021 through September 11th, 2021.

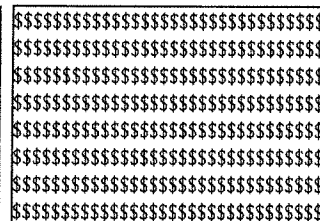
Residential Sanitation Schedule

Monday/Thursday service will be done on Tuesday/Thursday
Tuesday/Friday service will be done Wednesday/Friday

Commercial Sanitation Schedule

Monday/Tuesday service will be done Tuesday

The schedule will resume to its normal schedule on September 13, 2021.



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PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, September 22, 2021 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard:

Jacob Carmona, authorized agent and applicant; Herman Ohlenbusch, owner; requesting a Special Use Permit for New or Reconditioned Auto Parts, Indoors use at ANDREWS 1, LOT South 90' A, also known as 1911 S Brahma Blvd, Kingsville, Texas.

The meeting will be held at City Hall, 400 West King, in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the Planning Department at (361) 595-8055.

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, September 27, 2021 at 5:00 p.m. wherein the City Commission will discuss the introduction on the following item and at which time all interested persons will be heard:

Jacob Carmona, authorized agent and applicant; Herman Ohlenbusch, owner; requesting a Special Use Permit for New or Reconditioned Auto Parts, Indoors use at ANDREWS 1, LOT South 90' A, also known as 1911 S Brahma Blvd, Kingsville, Texas.

The meeting will be held at City Hall, 400 West King, Kingsville, Texas in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the City Secretary at (361) 595-8002.

ORDINANCE NO. 2021-_____

AMENDING THE ZONING ORDINANCE BY GRANTING A SPECIAL USE PERMIT FOR NEW OR RECONDITIONED AUTO PARTS, INDOORS USE IN C2 (RETAIL DISTRICT) AT 1911 S. BRAHMA BLVD., KINGSVILLE, TEXAS, ALSO KNOWN AS ANDREWS 1, LOT SOUTH 90' A; AMENDING THE COMPREHENSIVE PLAN TO ACCOUNT FOR ANY DEVIATIONS FROM THE EXISTING COMPREHENSIVE PLAN; PROVIDING FOR PUBLICATION.

WHEREAS, the Planning Commission has forwarded to the City Commission it's reports and recommendations concerning the application by Jacob Carmona, authorized agent and applicant for owner Herman Ohlenbusch for amendment to the zoning map of the City of Kingsville;

WHEREAS, the property is currently zoned C2-Retail District and it is desired for the area to be used for New or Reconditioned Auto Parts, Indoor use, while its prior use was as a mall parking lot;

WHEREAS, the City Code of Ordinances, Chapter XV-Land Usage, Appendix A- Land Use Categories states that in C2 a special use permit is required to have a New or Reconditioned Auto Parts, Indoor use as listed on the SUP application; and

WHEREAS, the City of Kingsville Code of Ordinances section 15-6-142 regulates special use permits; and

WHEREAS, with proper notice to the public, public hearings were held on Wednesday, September 22, 2021, during a meeting of the Planning Commission, and on Monday, September 27, 2021, a public hearing was held during a meeting of the City Commission, in the Helen Kleberg Groves Community Room/Commission Chambers, at City Hall, in the City of Kingsville, during which all interested persons were allowed to appear and be heard; and

WHEREAS, a majority of the Planning and Zoning Commission voted 6-0 to APPROVE, with no abstentions, the requested special use permit; and

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

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

SECTION 1. That the Zoning Ordinance of the City of Kingsville, Texas, is amended and a Special Use Permit is granted for New or Reconditioned Auto Parts, Indoor use on the premises known as 1911 S. Brahma Blvd., Kingsville, Texas, also known as Andrews 1, LOT South 90' A, as more specifically describe on site plan attached as Exhibit A.

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

1. **ALLOWED USE:** The only uses authorized by this Special Permit other than the permitted "C2" Retail District use is for New or Reconditioned Auto Parts, Indoor use.

2. **STATE LICENSE:** The premises or operator will be licensed or registered by the State of Texas, if needed, to have such a business.

3. **TIME LIMIT:** This Special Permit is good for the duration of the business from the date of this ordinance unless the property is not being used for the purpose outlined in Condition 1 or any other conditions have not been complied with.

4. **SPECIAL CONDITION:** The applicant shall obtain all required background checks, business licenses and have and cooperate with all annual fire safety, health, and sanitation inspections, or other inspections required for this type of use by the City of Kingsville or any State or Federal requirement, in order to maintain compliance with federal, state and city regulations for the facility. *Only sales may occur on sight and not installation or repairs.*

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

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

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

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

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

INTRODUCED on this the 27th day of September, 2021.

PASSED AND APPROVED on this the 12th day of October, 2021.

Effective Date: _____, 2021

THE CITY OF KINGSVILLE

Sam R. Fugate, Mayor

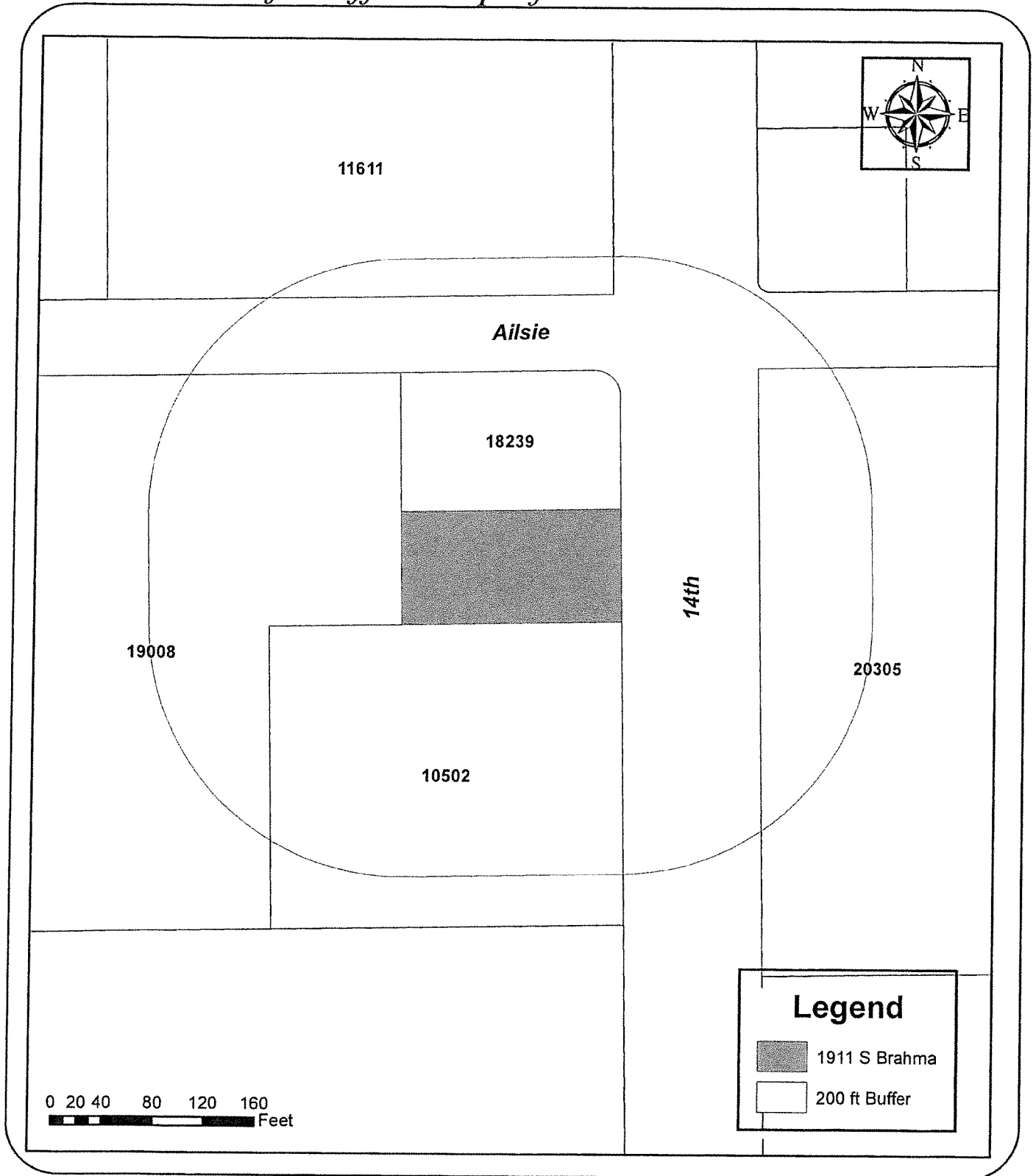
ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

200 ft Buffer Map of 1911 S Brahma Blvd



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Page 1 / 1	Drawn By: Planning Department	<p>DISCLAIMER THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.</p>	<p>CITY OF KINGSVILLE PLANNING DEPARTMENT 410 West King Kingsville, Texas 78363 Office: 361-595-8055</p>
	Last Update: 8/6/2021		
	Note:		

PUBLIC HEARING #2

MEMO

Date: September 22, 2021

To: Mark McLaughlin (City Manager)

From: Uche Echeozo (Director of Planning and Development Services)

Subject: **Ramona Haskins, authorized agent and applicant; Regino Chavana, owner; requesting the rezone of SIMS 3, BLOCK 3, LOT 35, 36; also known as 920 E. Avenue D), Kingsville, Texas from C4 (Commercial) to R1 (Single-Family Residential).**

The Planning and Zoning Commission meeting held as scheduled this evening, September 22, 2021, with 6 members in attendance.

Members deliberated over the issue of granting approval for a re-zone of **SIMS 3, BLOCK 3, LOT 35, 36; also known as 920 E. Avenue D), Kingsville**, from C4 to R1. A review was carried out by Staff and it was revealed that the applicant is seeking to rezone the property, to enable them procure a GLO disaster recovery funds that would be used to put up a new residential home.

According to Staff, this application would present a **Spot Zoning** situation which the Texas Supreme Court has described as, “an unacceptable amendatory ordinance that singles out a small tract for treatment that differs from that accorded similar surrounding land without proof of changes in conditions.” It has also been described as “preferential treatment which defeats a pre-established comprehensive plan”. In arriving at this conclusion (of Spot Zoning), there was regard to the Supreme Court guidelines including:

1. The law demands that an approved zoning plan should be respected and not altered for the special benefit of a landowner when the change will cause substantial detriment to the surrounding lands OR serve no substantial public purpose.
2. The nature and degree of an adverse impact upon neighboring lands is important. Lots that are rezoned in a way that is substantially inconsistent with the zoning of the surrounding area, whether more or less restrictive, are likely to be invalid.”

Based on the foregoing, the applicant was duly advised during the consultation stage about the potential for the application to fall for a refusal. However, they sought to still apply. Consequently, Staff recommended a denial due to reasons stated above.

Letters were sent out to neighbors and the City received no objections to the request. However, a citizen – Ms Aguilar – called in asking questions. The said citizen, at the meeting was concerned that their property that is commercial would be affected by the proposed residential rezone. Commissioners, after deliberations, voted unanimously to overturn the recommendation to deny the rezoning application and upheld the applicant’s plea to re-zone the property from C4 (Commercial) to R1 (Single Residential). A recorded vote of all members present was taken and Commissioners Idotha Battle, Larry Garcia, Brian Coufal, Michael Klepac, Bill Aldrich and the Chairman – Steve Zamora all voted ‘YES’

The meeting was adjourned by 6.38p.m.

Thank you.

A handwritten signature in black ink, appearing to be 'Uche Echeozo', with a large, sweeping flourish at the end.

Uche Echeozo
Director of Planning and
Development Services



MEMO

Date: September 17, 2021

To: Planning and Zoning Commission Members

From: Uche Echeozo (Director of Planning and Development Services)

Subject: **Ramona Haskins, authorized agent and applicant; Regino Chavana, owner; requesting the rezone of SIMS 3, BLOCK 3, LOT 35, 36; also known as 920 E. Avenue D), Kingsville, Texas from C4 (Commercial) to R1 (Single-Family Residential).**

The applicants approached the department because they wanted to re-zone the existing property (**SIMS 3, BLOCK 3, LOT 35, 36**) from the current zoning which is C4 (Commercial) to R1 (Single Family Residential). A review was carried out by Staff and it was revealed that the applicant is seeking to rezone the property, to enable them procure a GLO disaster recovery funds that would be used to put up a new residential home.

A quick look at the zoning of the properties immediately surrounding the subject property shows that they are all zoned C4 (Commercial). It appears that there were residential homes within the properties (including the subject property) at the time they were zoned to C4. This means that the said residential homes were 'grandfathered' within the commercial zone. However, if any of such homes were to be demolished, they would relinquish their 'grandfathered' status.

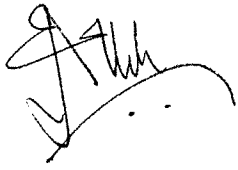
This application would present a **Spot Zoning** situation which the Texas Supreme Court has described as, "an unacceptable amendatory ordinance that singles out a small tract for treatment that differs from that accorded similar surrounding land without proof of changes in conditions." It has also been described as "preferential treatment which defeats a pre-established comprehensive plan". In arriving at this conclusion (of Spot Zoning), there was regard to the Supreme Court guidelines including:

1. The law demands that an approved zoning plan should be respected and not altered for the special benefit of a landowner when the change will cause substantial detriment to the surrounding lands OR serve no substantial public purpose.
2. The nature and degree of an adverse impact upon neighboring lands is important. Lots that are rezoned in a way that is substantially inconsistent with the zoning of the surrounding area, whether more or less restrictive, are likely to be invalid."

Based on the foregoing, the applicant was duly advised during the consultation stage about the potential for the application to fall for a refusal. However, they sought to still apply.

Consequently, this application is being submitted for your consideration, and based on the stipulations above, a **denial is highly recommended** since the rezone would be tantamount to spot zoning which is unacceptable by the State of Texas as confirmed by the Texas Supreme Court.

Thank you.

A handwritten signature in black ink, appearing to read 'Uche Echeozo', with a large, sweeping flourish extending from the bottom right.

Uche Echeozo
Director of Planning and
Development Services

**CITY OF KINGSVILLE
PLANNING AND ZONING DIVISION
MASTER APPLICATION**

PROPERTY INFORMATION: (Please PRINT or TYPE)Project Address 920 E. Ave D, Kingsville, TX Nearest Intersection E Ave D & N 14th St.(Proposed) Subdivision Name Sims Addition No. 3 Lot 35 & 36 Block 3Legal Description: Lots 35 & 36, Block 3 of the Sims Addition No. 3Existing Zoning Designation Commercial Future Land Use Plan Designation Residential**OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)**Applicant/Authorized Agent Ramona Haskins Phone 361-450-7800 FAX _____Email Address (for project correspondence only): admin.rp@dswhomes.comMailing Address 816 Henderson St. City Rockport State TX Zip 78382Property Owner Regino Chavana Phone 361-813-0226 FAX _____Email Address (for project correspondence only): longoria1037@gmail.comMailing Address 920 Ave D. City Kingsville State TX Zip 78363

Select appropriate process for which approval is sought. Attach completed checklists with this application.

<input type="checkbox"/> Annexation Request _____	No Fee	<input type="checkbox"/> Preliminary Plat _____	Fee Varies
<input type="checkbox"/> Administrative Appeal (ZBA) _____	\$250.00	<input type="checkbox"/> Final Plat _____	Fee Varies
<input type="checkbox"/> Comp. Plan Amendment Request _____	\$250.00	<input type="checkbox"/> Minor Plat _____	\$100.00
<input type="checkbox"/> Re-zoning Request _____	\$250.00	<input type="checkbox"/> Re-plat _____	\$250.00
<input type="checkbox"/> SUP Request/Renewal _____	\$250.00	<input type="checkbox"/> Vacating Plat _____	\$50.00
<input checked="" type="checkbox"/> Zoning Variance Request (ZBA) _____	\$250.00	<input type="checkbox"/> Development Plat _____	\$100.00
<input type="checkbox"/> PUD Request _____	\$250.00	<input type="checkbox"/> Subdivision Variance Request _____	\$25.00 ea

Please provide a basic description of the proposed project:

We will be demolishing the current home and building a new GLO disaster recovery home per GLO standards.

I hereby certify that I am the owner and /or duly authorized agent of the owner for the purposes of this application. I further certify that I have read and examined this application and know the same to be true and correct. If any of the information provided on this application is incorrect the permit or approval may be revoked.

Applicant's Signature Ramona Haskins

Property Owner's Signature _____

Accepted by: _____

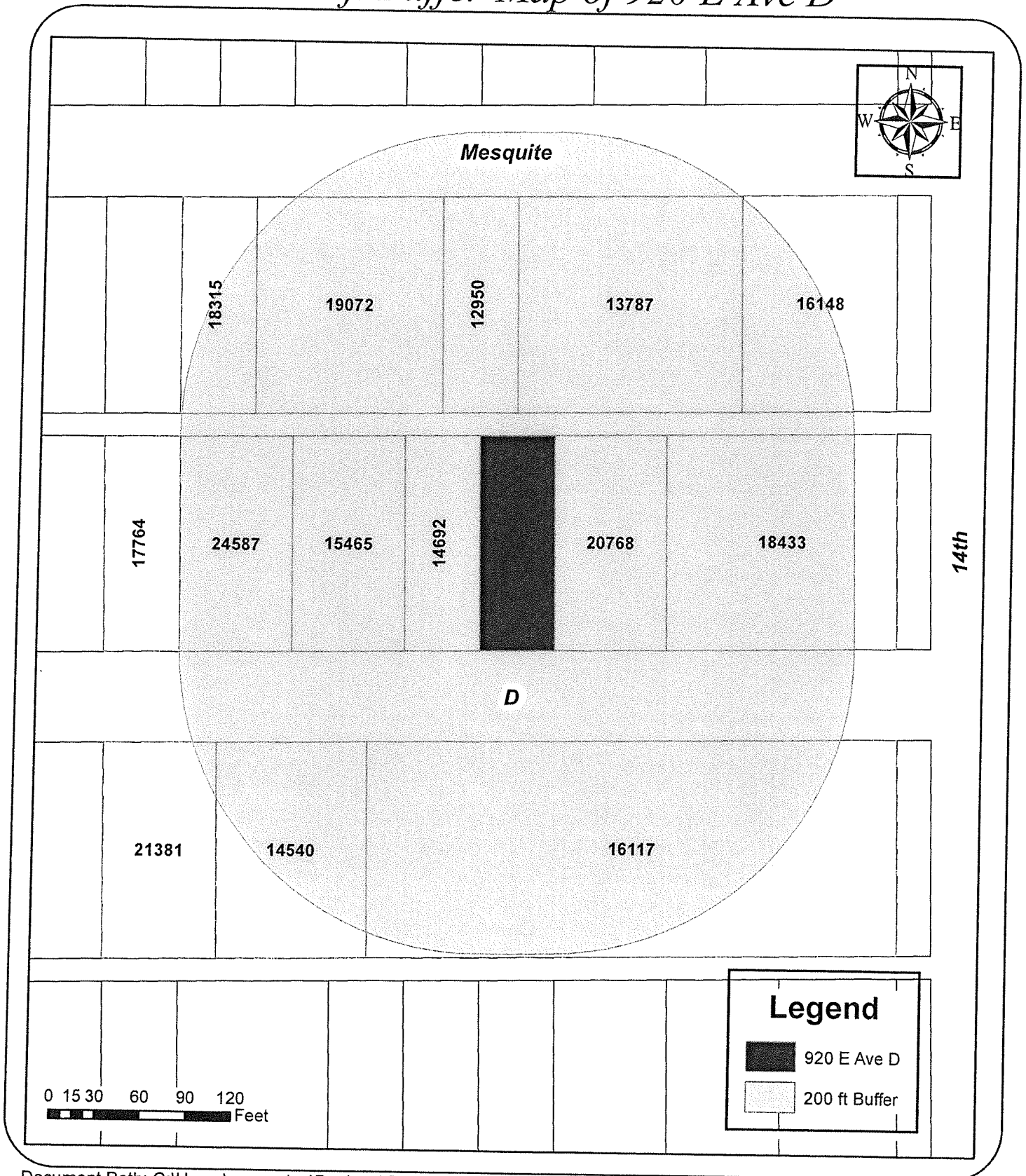
DocuSigned by:

Monica LongoriaDate: 8-13-2021Date: 8/18/2021

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Date: _____

200 ft Buffer Map of 920 E Ave D



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<div> <div>1/1</div> <div>Page</div> </div>	Drawn By: Planning Department	<p>DISCLAIMER THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.</p>	<p>CITY OF KINGSVILLE PLANNING DEPARTMENT 410 West King Kingsville, Texas 78363 Office: 361-595-8055</p>
	Last Update: 9/7/2021		
	Note:		

ALEXANDER PEREZ JR
913 E MESQUITE AVE
KINGSVILLE, TX 78363
#18315

LAURA M JIMENEZ
1115 LAS BRISAS DR
MINDEN, NV 89423
#19072

JOSE ALVAREZ
616 E MESQUITE AVE
KINGSVILLE, TX 78363-3934
#12950

ROLANDO JOSE OCHOA
ETUX MARIA LUISA
134 W FM 772
KINGSVILLE, TX 78363-2735
#13787

DANIEL G ORTEGON
ETUX SELENA
314 E CR 2140
KINGSVILLE, TX 78363
#16148

CHAPA SUSAN GARCIA
2107 COLORADO
KINGSVILLE, TX 78363
#17764

DE LA ROSA SANTIAGO EST
% JAVIER DE LA ROSA (HEIR)
910 E D AVE
KINGSVILLE, TX 78363-3932
#24587

CAMPOS RHONDA LEE
914 E AVE D
KINGSVILLE, TX 78363
#15465

MENDIETTA JAVIEL M
ETUX GLORIA
PO BOX 385
KINGSVILLE, TX 78364-0385
#14692

MALDONADO DAVID A
ETUX ANTONIA
1611 SANTA FE DR
KINGSVILLE, TX 78363-3435
#20768

MARTINEZ EDNA MONTEZ
ETAL
1663 CR 1660
MOORE, TX 78057
#18433

TEMPLO BETHEL PENTECOSTAL
MISSIONARY ASSEMBLY INC
703 E NETTIE AVE
KINGSVILLE, TX 78363-3959
#21381

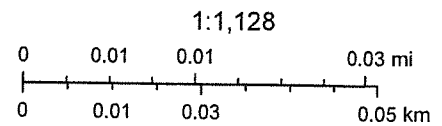
PENTACOSTAL MISSIONARIE
ASSEMBLIES INC
913 E D AVE
KINGSVILLE, TX 78363-3931
#14540

SOLIZ RUBEN G
ETUX MARTHA I
1624 N ARMSTRONG AVE
KINGSVILLE, TX 78363-3021
#16117

920 W Ave D



August 19, 2021



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

CITY OF KINGSVILLE



P. O. BOX 1458 - KINGSVILLE, TEXAS 78364

August 11, 2021

DSW Homes Attn: Jayce Zuniga,

Thank you for your permit submittal regarding the property at 920 E Ave D. The extent of work shows demolition of a single family residence followed by construction of a new single family residence. This lot is currently zoned as C4 commercial which does not allow for construction of a new single family residence. Under section 15-6-24 the current use is nonconforming and would only allow for repairs of the existing structure, any new structure would need to comply with the current zoning requirements allowed in the C4 zoning. At this point we will consider the current building permit application closed, if you would like to continue with the demolition permit only please feel free to reach out to make the necessary changes.

Sincerely,

A handwritten signature in black ink, appearing to read "Nicholas Daniels", is written over a horizontal line.

Nicholas Daniels
Building Official
City of Kingsville

Kleberg CAD

Property Search > 13905 CHAVANA REGINO ROGELIO for Year 2021 Tax Year: 2021

Property

Account

Property ID: 13905 Legal Description: SIMS 3, BLOCK 3, LOT 35, 36
 Geographic ID: 166600335000192 Zoning:
 Type: Real Agent Code:
 Property Use Code:
 Property Use Description:

Location

Address: 920 E AVE D Mapsco:
 Neighborhood: Map ID: A1
 Neighborhood CD:

Owner

Name: CHAVANA REGINO ROGELIO Owner ID: 13137
 Mailing Address: 920 E D AVE % Ownership: 100.0000000000%
 KINGSVILLE, TX 78363-3932
 Exemptions: OTHER, HS

Values

(+) Improvement Homesite Value:	+	\$19,310	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$3,000	
(+) Land Non-Homesite Value:	+	\$0	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
<hr/>			
(=) Market Value:	=	\$22,310	
(-) Ag or Timber Use Value Reduction:	-	\$0	
<hr/>			
(=) Appraised Value:	=	\$22,310	
(-) HS Cap:	-	\$5,007	
<hr/>			
(=) Assessed Value:	=	\$17,303	

Taxing Jurisdiction

Owner: CHAVANA REGINO ROGELIO
 % Ownership: 100.0000000000%
 Total Value: \$22,310

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax	Tax Ceiling
CAD	KLEBERG COUNTY APPRAISAL DISTRICT	0.000000	\$22,310	\$17,303	\$0.00	
CKI	CITY OF KINGSVILLE	0.852080	\$22,310	\$8,903	\$75.87	
GKL	KLEBERG COUNTY	0.785460	\$22,310	\$5,303	\$16.27	\$16.27
SKI	KINGSVILLE I.S.D.	1.518900	\$22,310	\$0	\$0.00	\$0.00
WST	SOUTH TEXAS WATER AUTHORITY	0.086911	\$22,310	\$303	\$0.27	
	Total Tax Rate:	3.243351				

Taxes w/Current Exemptions: \$92.41

Taxes w/o Exemptions: \$723.59

Land Use Chart													
Land Use Description	R1	R2	R2A	R3	R4	MH	C1	C2	C3	C4	I1	I2	Ag
Dwelling, one-family det.	P	P		P	P	P	P	P	P				P
Dwelling, one-family att.		P	P	P	P		S	P					P
Dwelling, two-family		P		P	P		S	P					
Dwelling, multi-family				P	P		P	P	P				
Tiny Homes		P	P			P							
Dwelling, above business									P				
Work/live units									P				
Boarding or rooming house					P			S	P	P			
Hotel or motel					P			S	P	P			
Dormitory					P								
Fraternity, sorority					P								
Mobile home/manufactured home park or mobile home/manufactured home on lot	§	§		§	§	P					S	S	S
Recreational vehicle park						P		S		S			

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, September 22, 2021 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard:

Ramona Haskins, authorized agent and applicant; Regino Chavana, owner; requesting the rezone of SIMS 3, BLOCK 3, LOT 35, 36; also known as 920 E Ave D, Kingsville, Texas from C4 (Commercial) to R1 (Single-Family Residential)

The meeting will be held at City Hall, 400 West King, in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the Planning Department at (361) 595-8055.

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, September 27, 2021 at 5:00 p.m. wherein the City Commission will discuss the introduction on the following item and at which time all interested persons will be heard:

Ramona Haskins, authorized agent and applicant; Regino Chavana, owner; requesting the rezone of SIMS 3, BLOCK 3, LOT 35, 36; also known as 920 E Ave D, Kingsville, Texas from C4 (Commercial) to R1 (Single-Family Residential)

The meeting will be held at City Hall, 400 West King, Kingsville, Texas in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the City Secretary at (361) 595-8002.

ORDINANCE #2021-_____

AMENDING THE ZONING ORDINANCE BY CHANGING THE ZONING MAP IN REFERENCE TO SIMS 3, BLOCK 3, LOT 35, 36, ALSO KNOWN AS 920 E. AVE D, KINGSVILLE, TEXAS, FROM C4 (COMMERCIAL DISTRICT) TO R1 (SINGLE FAMILY RESIDENTIAL DISTRICT); AMENDING THE COMPREHENSIVE PLAN TO ACCOUNT FOR ANY DEVIATIONS FROM THE EXISTING COMPREHENSIVE PLAN; AND PROVIDING FOR PUBLICATION.

WHEREAS, the Planning Commission has forwarded to the City Commission its reports and recommendations concerning the application of Ramona Haskins, authorized agent for owner/applicant Regino Chavana, for amendment to the zoning ordinance and zoning map of the City of Kingsville;

WHEREAS, with proper notice to the public, public hearings were held on Wednesday, September 22, 2021 during a meeting of the Planning and Zoning Commission, and on Monday, September 27, 2021 during a meeting of the City Commission, at City Hall, in the City of Kingsville, during which all interested persons were allowed to appear and be heard; and

WHEREAS, the item was APPROVED with a 6-0 vote of the Planning Commission regarding the requested rezone with no abstentions; and

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

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

SECTION 1. That the Zoning Ordinance of the City of Kingsville, Texas, is amended by changing the zoning of Sims 3, Block 3, Lot 35, 36, also known as 920 E. Ave D, Kingsville, Texas, from C4-Commercial District to R1-Single Family Residential District, as more specifically described on the Zone Change Map, attached as Exhibit A.

SECTION 2. That the official Zoning Map of the City of Kingsville, Texas, is amended to reflect the amendments to the Zoning Ordinance made by Section 1 of this ordinance.

SECTION 3. That the Zoning Ordinance and Zoning Map of the City of Kingsville, Texas, as amended from time to time, except as changed by this ordinance and any other ordinances adopted on this date, remain in full force and effect.

SECTION 4. That to the extent that these amendments to the Zoning Ordinance represent a deviation from the Comprehensive Plan, the Comprehensive Plan is amended to conform to the Zoning Ordinance, as amended by this ordinance.

SECTION 5. That all ordinances or parts of ordinances in conflict with this ordinance are hereby expressly repealed.

SECTION 6. That publication shall be made in the official publication of the City of Kingsville as required by the City Charter of the City of Kingsville.

INTRODUCED on this the 27th day of September, 2021.

PASSED AND APPROVED on this the 12th day of October, 2021.

Effective Date: _____

THE CITY OF KINGSVILLE

Sam R. Fugate, Mayor

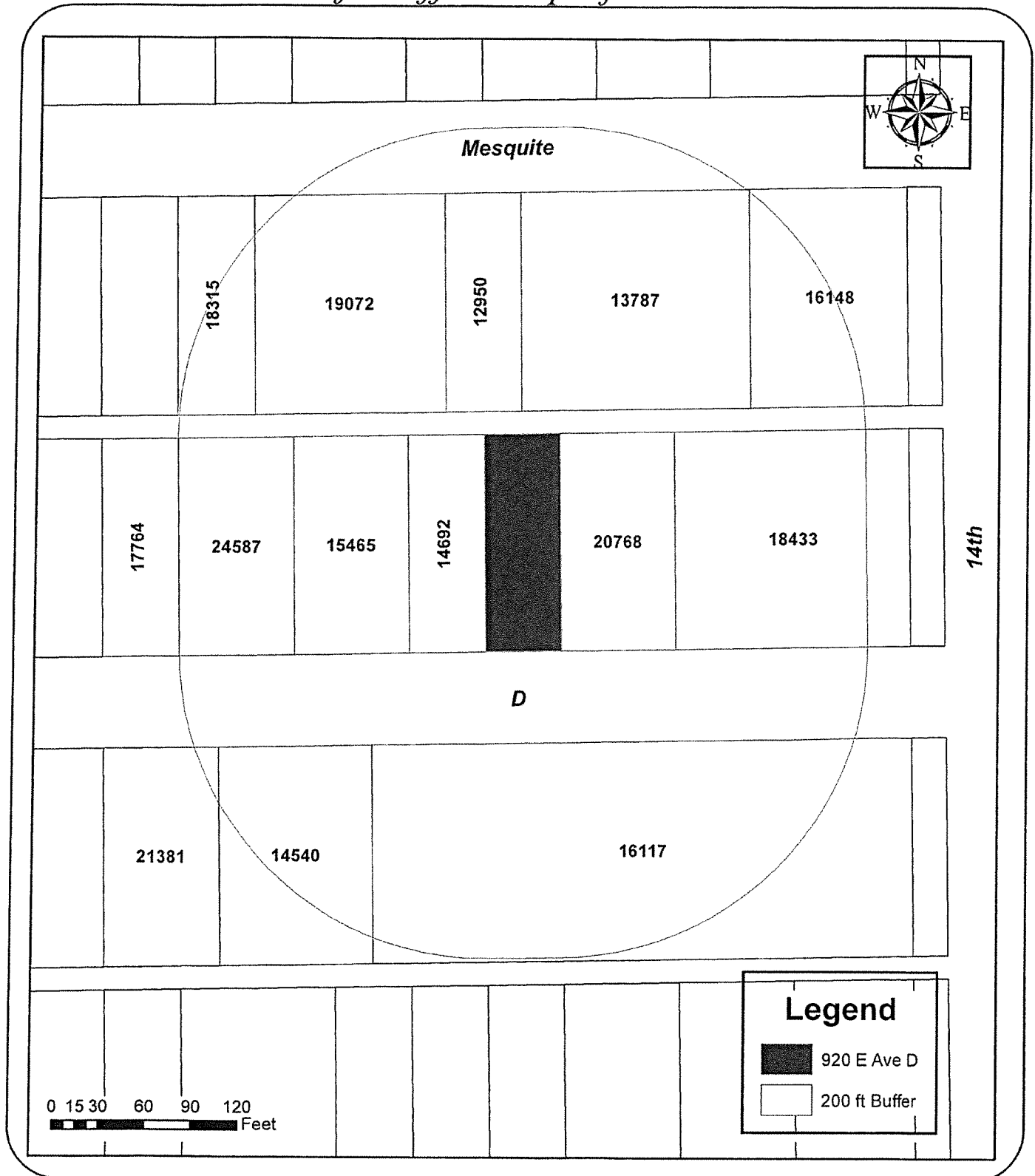
ATTEST:

Mary Valenzuela, City Secretary

APPROVED:

Courtney Alvarez, City Attorney

200 ft Buffer Map of 920 E Ave D



Document Path: C:\Users\sresendez\Desktop\GIS\Maps\2021_Buffer.mxd

Page 1 / 1	Drawn By: Planning Department	<p>DISCLAIMER</p> <p>THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.</p>	<p>CITY OF KINGSVILLE PLANNING DEPARTMENT</p> <p>410 West King Kingsville, Texas 78363 Office: 361-595-8055</p>
	Last Update: 9/7/2021		
	Note:		

REGULAR AGENDA

AGENDA ITEM #1

Planning and Development Services
410 W King
Kingsville, TX 78363
PH: 361-595-8093



MEMO

Date: September 22, 2021

To: Mark McLaughlin (City Manager)

From: Uche Echeozo (Director of Planning and Development Services)

Subject: **Jacob Carmona, authorized agent and applicant; Herman Ohlenbusch, owner; requesting a Special Use Permit for new or reconditioned Auto parts, Indoors use at ANDREWS 1, LOT South 90' A, also known as 1911 S. Brahma Blvd., Kingsville, Texas.**

The Planning and Zoning Commission meeting held as scheduled this evening, September 22, 2021, with 6 members in attendance.

Members deliberated over the issue of granting approval for a Special Use Permit to enable the applicant to carry out the business of automotive sales (including wheels, tires, lift and accessories). The applicant had specified they only plan to do sales and not installations and repairs. Letters were sent out to neighbors and the City no comments. Commissioners, after deliberations, voted to approve the recommendation for a Special Use Permit with a condition that there would be neither installation nor repairs on site. A recorded vote of all members present was taken and Commissioners Brian Coufal, Larry Garcia, Idotha Battle, Michael Klepac, Bill Aldrich and the Chairman – Steve Zamora all voted 'YES'.

The meeting was adjourned by about 6.38p.m.

Thank you.

A handwritten signature in black ink, appearing to read "Uche Echeozo", with a stylized flourish at the end.

Uche Echeozo
Director of Planning and
Development Services

Planning and Development Services
410 W King
Kingsville, TX 78363
PH: 361-595-8093



MEMO

Date: September 17, 2021

To: Planning and Zoning Commission Members

From: Uche Echeozo (Director of Planning and Development Services)

Subject: **Jacob Carmona, authorized agent and applicant; Herman Ohlenbusch, owner; requesting a Special Use Permit for new or reconditioned Auto parts, Indoors use at ANDREWS 1, LOT South 90' A, also known as 1911 S. Brahma Blvd., Kingsville, Texas.**

The applicant approached the department because they wanted to carry out the business that deals with new or reconditioned auto parts Indoors use. A look at the current zoning of the property revealed a C2 (Retail) zoning which does not permit such development except under a Special Use Permit regime. In the course of initial consultation and review, Staff was able to confirm from the applicants that they planned to only do sales and not installations or repairs

Consequently, a Special Use Permit application is being submitted for your consideration. Therefore, it is recommended that you consider the said application and approve same since the eventual use would be in conformity with the zoning ordinance of the City of Kingsville.

Thank you.

A handwritten signature in black ink, appearing to read "Uche Echeozo".

Uche Echeozo
Director of Planning and
Development Services

CITY OF KINGSVILLE
PLANNING AND ZONING DIVISION
MASTER APPLICATION

Proceed
- Why
7/22

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 1911 S Brahmara Blvd Nearest Intersection Alfalfa Avenue

(Proposed) Subdivision Name _____ Lot _____ Block _____

Legal Description: _____

Existing Zoning Designation C2 Future Land Use Plan Designation _____

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Ty Cobb (owner) Phone (361) 223-6074 FAX _____

Email Address (for project correspondence only): TRXANS TIRAS @ yahoo.com

Mailing Address 222 Lemonwood drive City Kingsville State TX Zip 78363

Property Owner Harman Olenbusch Phone (361) 592-1372 FAX _____

Email Address (for project correspondence only): txhu @ att.net

Mailing Address 926 S 1st Suite 103 City Kingsville State TX Zip 78363

Select appropriate process for which approval is sought. Attach completed checklists with this application.

<input type="checkbox"/> Annexation Request	No Fee	<input type="checkbox"/> Preliminary Plat	Fee Varies
<input type="checkbox"/> Administrative Appeal (ZBA)	\$250.00	<input type="checkbox"/> Final Plat	Fee Varies
<input type="checkbox"/> Comp. Plan Amendment Request	\$250.00	<input type="checkbox"/> Minor Plat	\$100.00
<input checked="" type="checkbox"/> Re-zoning Request	\$250.00	<input type="checkbox"/> Re-plat	\$250.00
<input checked="" type="checkbox"/> SUP Request/Renewal	\$250.00	<input type="checkbox"/> Vacating Plat	\$50.00
<input type="checkbox"/> Zoning Variance Request (ZBA)	\$250.00	<input type="checkbox"/> Development Plat	\$100.00
<input type="checkbox"/> PUD Request	\$250.00	<input type="checkbox"/> Subdivision Variance Request	\$25.00 ea

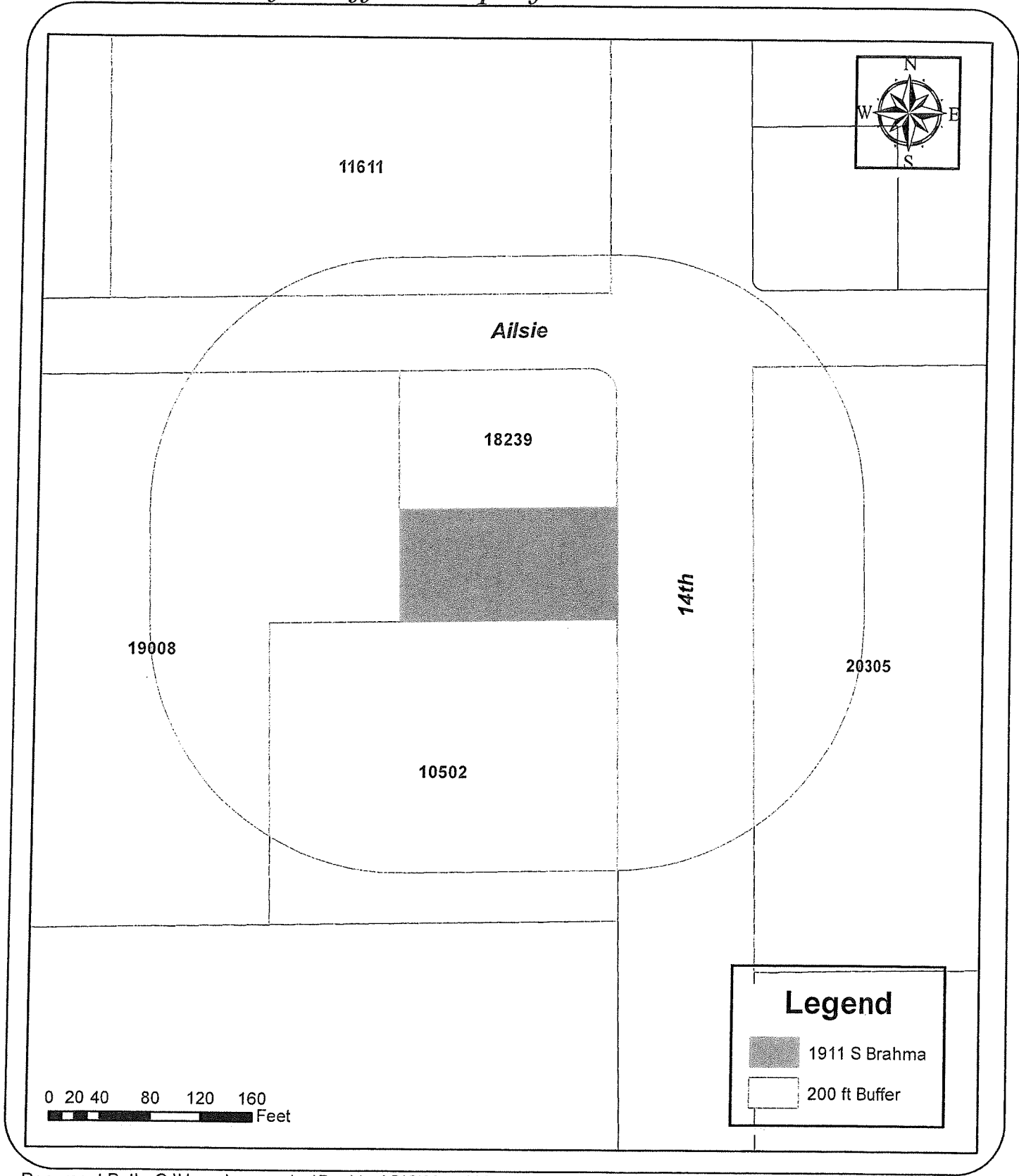
Please provide a basic description of the proposed project:

wheels, tires, lift, accessories, for automotive


I hereby certify that I am the owner and /or duly authorized agent of the owner for the purposes of this application. I further certify that I have read and examined this application and know the same to be true and correct. If any of the information provided on this application is incorrect the permit or approval may be revoked.

Applicant's Signature _____ Date: 07/22/2021
Property Owner's Signature _____ Date: _____
Accepted by: _____ Date: _____

200 ft Buffer Map of 1911 S Brahma Blvd



Document Path: C:\Users\sresendez\Desktop\GIS\Maps\2021_Buffer.mxd

Page 1 / 1	Drawn By: Planning Department	<p>DISCLAIMER</p> <p>THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.</p>	 <p>CITY OF KINGSVILLE PLANNING DEPARTMENT 410 West King Kingsville, Texas 78363 Office: 361-595-8055</p>
	Last Update: 8/6/2021		
	Note:		

KINGSVILLE RETAIL GROUP, LO
% TODD ROUTH
11701 BEE CAVES ROAD, STE 262
AUSTIN, TX 78738
#11611

MICHAEL J KRUGER
PO BOX 1538
KINGSVILLE, TX 78364-1538
#10502

CANOPY APARTMENTS LLC
255 WILDLIFE TRL
BANDERA, TX 78003
#19008

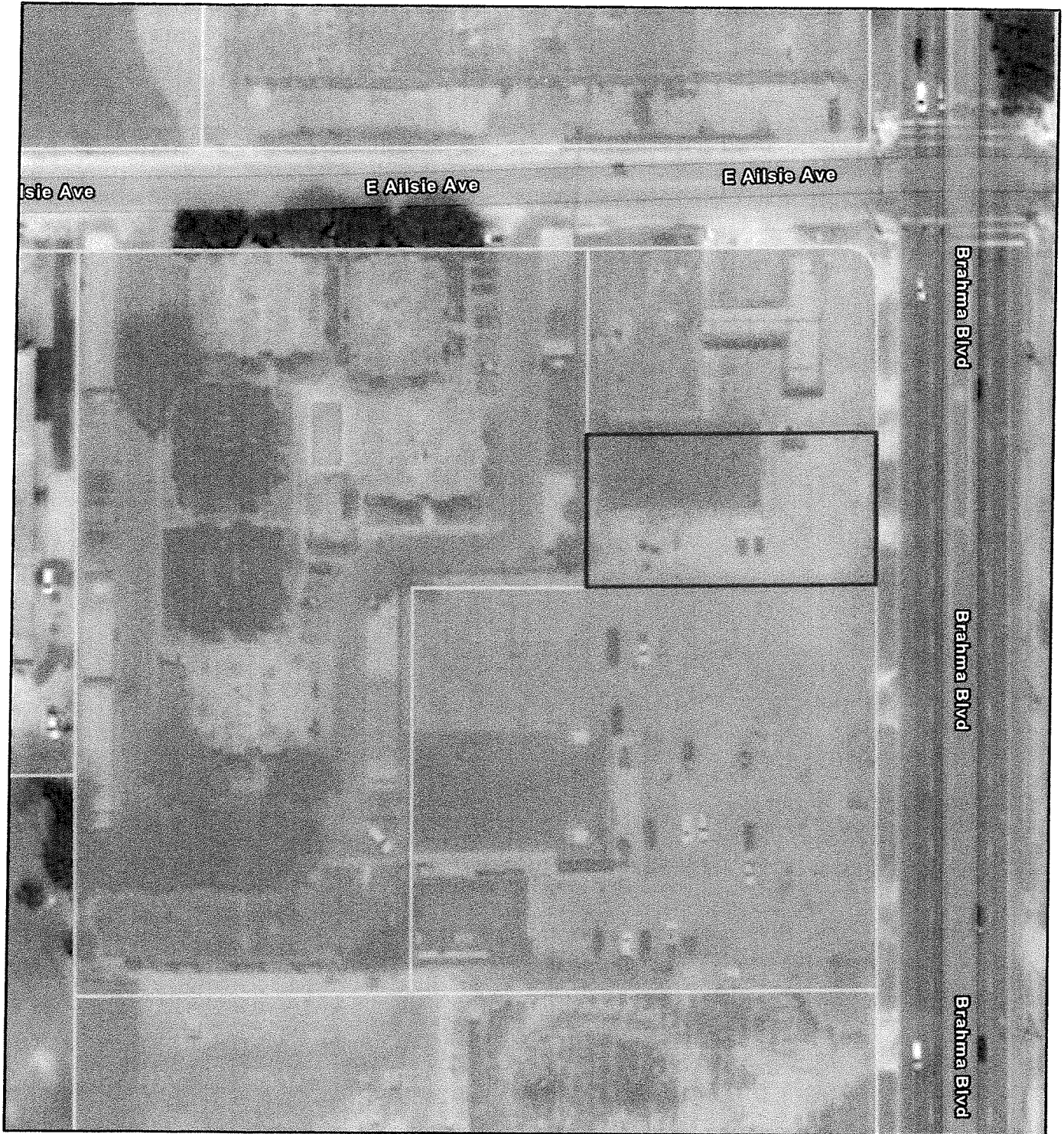
FIRST CHRISTIAN CHURCH
PO BOX 848
KINGSVILLE, TX 78364-0848
#20305

HARBUR & HARBUR LP
% ROBERT W HARMAN
3279 FM 1540
SANDIA, TX 78363
#18239

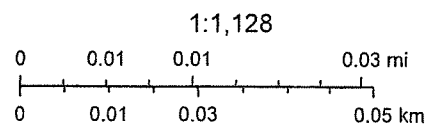
Land Use Chart

Land Use Description	R1	R2	R2A	R3	R4	MH	C1	C2	C3	C4	I1	I2	Ag
Provisioning and recreational sporting goods sales including boats and vehicles								S	P	P			
Shooting galleries and pistol [ranges] (indoor)								S	P	P			
Souvenir, curio								S	P				
<i>Automobile Related Uses</i>													
Car wash							P	S	P	P	P		
Auto sales, repairs including motorcycles								S	P	P	P		
Auto paint and body shop								S	P	P	P		
Drag strip, race track											S	S	
Gasoline service station								P	P	P	P		
Gasoline sales							S	P	P	P	P		
Commercial parking structure auto only								S	P	P	P		
Truck storage								S	S	P	P	P	
Used auto parts, sales, indoors								S	P	P	P	P	

1911 S Brahma Blvd



July 22, 2021



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Kleberg CAD

Property Search > 18861 OHLENBUSCH HERMAN H for Year 2021 Tax Year: 2021

Property

Account

Property ID:	18861	Legal Description:	ANDREWS 1, LOT S 90' A, (FASTENAL)
Geographic ID:	103000001001192	Zoning:	C2
Type:	Real	Agent Code:	
Property Use Code:			
Property Use Description:			

Location

Address:	1911 S BRAHMA BLVD TX	Map ID:	A3
Neighborhood:			
Neighborhood CD:			

Owner

Name:	OHLENBUSCH HERMAN H	Owner ID:	30455
Mailing Address:	926 S 14TH ST, STE 103 KINGSVILLE, TX 78363	% Ownership:	100.0000000000%

Exemptions:

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$86,230	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$47,250	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
<hr/>			
(=) Market Value:	=	\$133,480	
(-) Ag or Timber Use Value Reduction:	-	\$0	
<hr/>			
(=) Appraised Value:	=	\$133,480	
(-) HS Cap:	-	\$0	
<hr/>			
(=) Appraised Value:	=	\$133,480	



Faculty who earned the certificate in Effective College Instruction were honored with a reception and award ceremony on Aug. 24 in the Memorial Student Union Building.

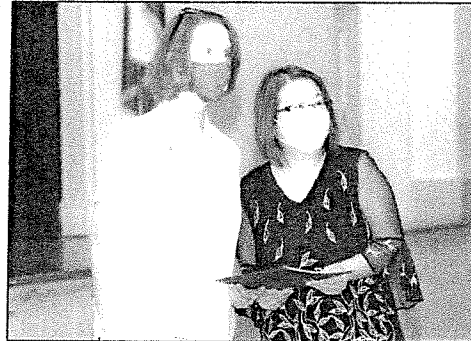
TAMUK faculty receive pins from ACUE program

Texas A&M University-Kingsville faculty members who completed the Association of College and University Educators (ACUE) course received pins and certificates from the association.

Faculty who earned the certificate in Effective College Instruction were honored with a reception and award ceremony on Aug. 24 in the Memorial Student Union Building.

The Texas A&M System sent a medalion and letter from Dr. James Hallmark, Vice Chancellor for Academic Affairs, for each faculty member.

Faculty who completed the course include Ammar Bhandari from the department of Agriculture, Agribusiness and Environmental Sciences; Lihua Zuo from the Mathematics department; Liz Janzen from the School of Music; Nirmal Goswami from the History, Political Science and Philosophy department; Amir Hossain from the Civil and Architectural Engineering department; and Monica Wong-Ratcliff from the Art, Communications and Theater department. Re-



cipients from the Biological and Health Sciences department include Fang He, Weimin Xi and Shannon Aguilier.

The Clinical Health Sciences department recipients include Robert Villa, Maura Krustar and Teresa Young. Montanas Suntraval and Kevin Francis from the department of Chemistry completed the course.

Timothy Oblad and Marion Blake are recipients from the department of Psychology and Sociology.

The Teacher and Bilingual Education department recipients include Lisa McNair and Patricia Huskin.

Ashlee Burt and Amber Shepherd are recipients from the Health and Kinesiology department.

Recipients from the Electrical Engineering and Computer Science department include Md. Ashfaqur Rahman and Ayush Goyal.

Matthew Alexander and Zhaoqi Fan are recipients from the Chemical and Natural Gas Engineering

department.

Craig Meyer and Kenneth Price from the Language and Literature department completed the course.

Dr. Scott Jones, from the School of Music, served as the Faculty Facilitator and also received a pin and certificate.

Faculty credentialed by ACUE have demonstrated comprehensive knowledge and skills across all of the core teaching competencies defined in ACUE's effective practice framework, the associa-

tion's website states.

Certificates are awarded in collaboration with the American Council on Education.

These credentials distinguish faculty and institutions for their commitment to educational excellence.

Cindy Blackwell, an academic director for ACUE, said the association's mission is student success and equity through quality instruction.

"ACUE is unlike any other program. It is a way for faculty to improve and really engage in their teaching," Blackwell said.

"What we want to do is equip faculty. What we know about faculty is that a lot of them move through a PhD program and do not have any opportunity to truly understand good teaching. A lot of times it's just what they model from former faculty members and so this gives them those teaching practices that they can implement in the classroom for better student success."

Zhaoqi Fan, assistant professor at the department of chemical and natural gas engineering, said

the program allowed him to be a more prepared professor to his students.

He said he was able to practice and test strategies he learned in his classroom.

"I believe that taking this course would help me serve students in a better way," Fan said.

"I learned a lot from this program ... I was quite impressed with the effectiveness of those teaching strategies and skills."

Marion Blake, associate professor of Psychology, said the program has changed her teaching style in a positive way.

"It's not about quantity, how much I teach. It's about how well I teach and how much the students benefited," Blake said.

"It slowed me down, but in a good way. I think it's improved the quality of my teaching even if I have had to cut back on the quantity that I cover in a semester or I find other ways to cover it."

"I feel better because I think I'm contributing more to their education, more to their personal development and I'm happy about that," she said.

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, September 22, 2021 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard: Jacob Carmona, authorized agent and applicant; Herman Ohlenbusch, owner; requesting a Special Use Permit for New or Reconditioned Auto Parts, Indoors use at ANDREWS 1, LOT South 90' A, also known as 1911 S Brahma Blvd, Kingsville, Texas. The meeting will be held at City Hall, 400 West King, in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the Planning Department at (361) 595-8055.

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, September 27, 2021 at 5:00 p.m. wherein the City Commission will discuss the introduction on the following item and at which time all interested persons will be heard: Jacob Carmona, authorized agent and applicant; Herman Ohlenbusch, owner; requesting a Special Use Permit for New or Reconditioned Auto Parts, Indoors use at ANDREWS 1, LOT South 90' A, also known as 1911 S Brahma Blvd, Kingsville, Texas. The meeting will be held at City Hall, 400 West King, Kingsville, Texas in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the City Secretary at (361) 595-8002.

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, September 22, 2021 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard: Ramona Haskins, authorized agent and applicant; Regino Chavana, owner; requesting the rezoning of SIMS 3, BLOCK 3, LOT 35, 36; also known as 920 E Ave D, Kingsville, Texas from C4 (Commercial) to R1 (Single-Family Residential). The meeting will be held at City Hall, 400 West King, in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the Planning Department at (361) 595-8055.

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City Sanitation, City Hall and other Administrative Offices will be closed on Monday, September 6, 2021 in observance of Labor Day.

The City Sanitation garbage pick-up schedule will temporarily change for the week of September 6th, 2021 through September 11th, 2021.

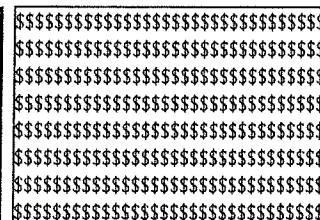
Residential Sanitation Schedule

Monday/Thursday service will be done on Tuesday/Thursday
Tuesday/Friday service will be done Wednesday/Friday

Commercial Sanitation Schedule

Monday/Tuesday service will be done Tuesday

The schedule will resume to its normal schedule on September 13, 2021.



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Drive-Away

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www.qualitydriveaway.com
or call 574-642-2023

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, September 22, 2021 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard:

Jacob Carmona, authorized agent and applicant; Herman Ohlenbusch, owner; requesting a Special Use Permit for New or Reconditioned Auto Parts, Indoors use at ANDREWS 1, LOT South 90' A, also known as 1911 S Brahma Blvd, Kingsville, Texas.

The meeting will be held at City Hall, 400 West King, in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the Planning Department at (361) 595-8055.

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, September 27, 2021 at 5:00 p.m. wherein the City Commission will discuss the introduction on the following item and at which time all interested persons will be heard:

Jacob Carmona, authorized agent and applicant; Herman Ohlenbusch, owner; requesting a Special Use Permit for New or Reconditioned Auto Parts, Indoors use at ANDREWS 1, LOT South 90' A, also known as 1911 S Brahma Blvd, Kingsville, Texas.

The meeting will be held at City Hall, 400 West King, Kingsville, Texas in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the City Secretary at (361) 595-8002.

ORDINANCE NO. 2021-_____

AMENDING THE ZONING ORDINANCE BY GRANTING A SPECIAL USE PERMIT FOR NEW OR RECONDITIONED AUTO PARTS, INDOORS USE IN C2 (RETAIL DISTRICT) AT 1911 S. BRAHMA BLVD., KINGSVILLE, TEXAS, ALSO KNOWN AS ANDREWS 1, LOT SOUTH 90' A; AMENDING THE COMPREHENSIVE PLAN TO ACCOUNT FOR ANY DEVIATIONS FROM THE EXISTING COMPREHENSIVE PLAN; PROVIDING FOR PUBLICATION.

WHEREAS, the Planning Commission has forwarded to the City Commission it's reports and recommendations concerning the application by Jacob Carmona, authorized agent and applicant for owner Herman Ohlenbusch for amendment to the zoning map of the City of Kingsville;

WHEREAS, the property is currently zoned C2-Retail District and it is desired for the area to be used for New or Reconditioned Auto Parts, Indoor use, while its prior use was as a mall parking lot;

WHEREAS, the City Code of Ordinances, Chapter XV-Land Usage, Appendix A- Land Use Categories states that in C2 a special use permit is required to have a New or Reconditioned Auto Parts, Indoor use as listed on the SUP application; and

WHEREAS, the City of Kingsville Code of Ordinances section 15-6-142 regulates special use permits; and

WHEREAS, with proper notice to the public, public hearings were held on Wednesday, September 22, 2021, during a meeting of the Planning Commission, and on Monday, September 27, 2021, a public hearing was held during a meeting of the City Commission, in the Helen Kleberg Groves Community Room/Commission Chambers, at City Hall, in the City of Kingsville, during which all interested persons were allowed to appear and be heard; and

WHEREAS, a majority of the Planning and Zoning Commission voted 6-0 to APPROVE, with no abstentions, the requested special use permit; and

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

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

SECTION 1. That the Zoning Ordinance of the City of Kingsville, Texas, is amended and a Special Use Permit is granted for New or Reconditioned Auto Parts, Indoor use on the premises known as 1911 S. Brahma Blvd., Kingsville, Texas, also known as Andrews 1, LOT South 90' A, as more specifically describe on site plan attached as Exhibit A.

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

1. **ALLOWED USE:** The only uses authorized by this Special Permit other than the permitted "C2" Retail District use is for New or Reconditioned Auto Parts, Indoor use.

2. **STATE LICENSE:** The premises or operator will be licensed or registered by the State of Texas, if needed, to have such a business.

3. **TIME LIMIT:** This Special Permit is good for the duration of the business from the date of this ordinance unless the property is not being used for the purpose outlined in Condition 1 or any other conditions have not been complied with.

4. **SPECIAL CONDITION:** The applicant shall obtain all required background checks, business licenses and have and cooperate with all annual fire safety, health, and sanitation inspections, or other inspections required for this type of use by the City of Kingsville or any State or Federal requirement, in order to maintain compliance with federal, state and city regulations for the facility. *Only sales may occur on sight and not installation or repairs.*

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

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

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

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

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

INTRODUCED on this the 27th day of September, 2021.

PASSED AND APPROVED on this the 12th day of October, 2021.

Effective Date: _____, 2021

THE CITY OF KINGSVILLE

Sam R. Fugate, Mayor

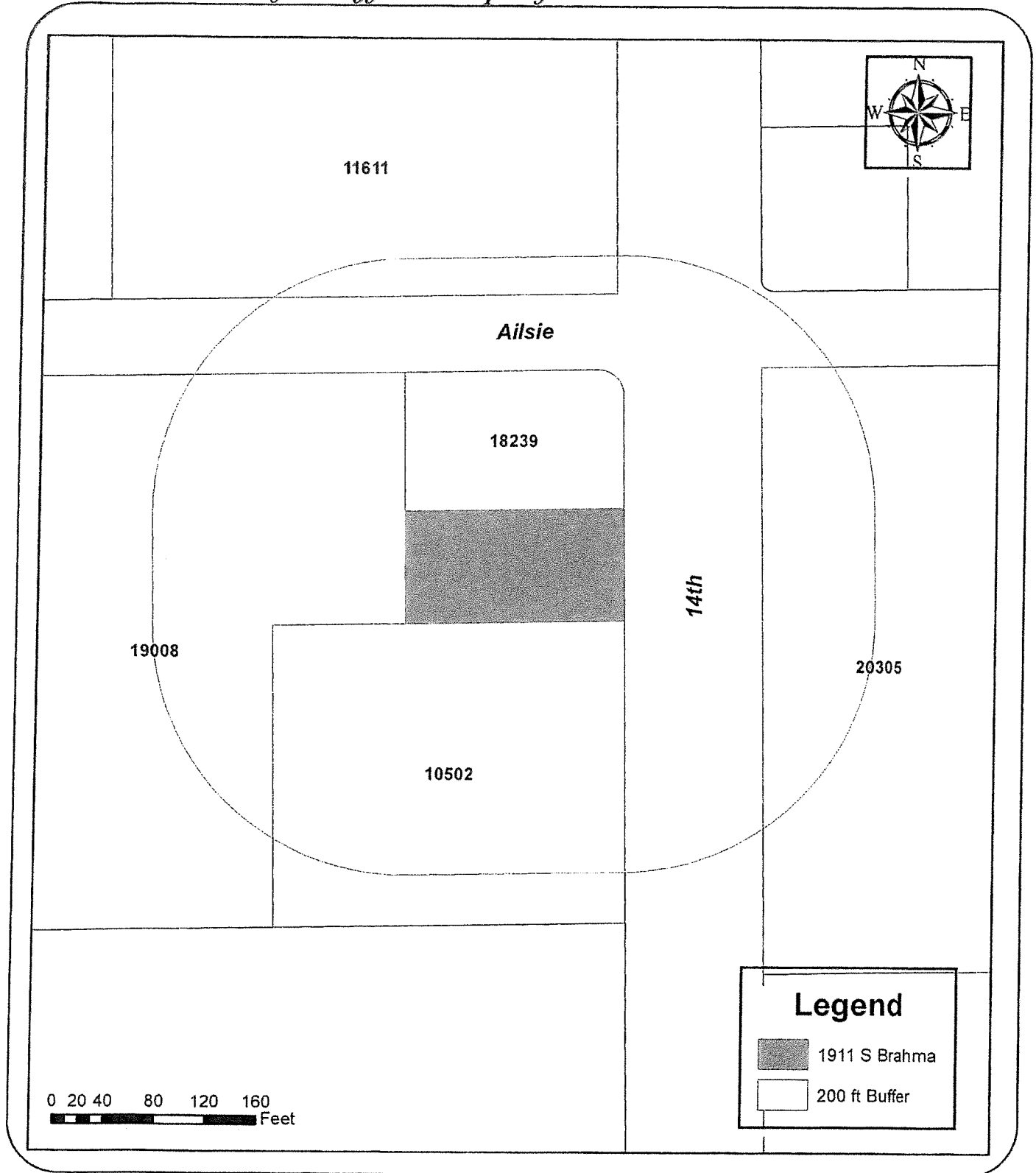
ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

200 ft Buffer Map of 1911 S Brahma Blvd



Document Path: C:\Users\sresendez\Desktop\GIS\Maps\2021_Buffer.mxd

<div>Page</div> <div>1 / 1</div>	Drawn By: Planning Department	<p>DISCLAIMER</p> <p>THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.</p>	<p>CITY OF KINGSVILLE PLANNING DEPARTMENT</p> <p>410 West King Kingsville, Texas 78363 Office: 361-595-8055</p>
	Last Update: 8/6/2021		
	Note:		

AGENDA ITEM #2

Planning and Development Services
410 W King
Kingsville, TX 78363
PH: 361-595-8093



MEMO

Date: September 22, 2021

To: Mark McLaughlin (City Manager)

From: Uche Echeozo (Director of Planning and Development Services)

Subject: **Ramona Haskins, authorized agent and applicant; Regino Chavana, owner; requesting the rezone of SIMS 3, BLOCK 3, LOT 35, 36; also known as 920 E. Avenue D), Kingsville, Texas from C4 (Commercial) to R1 (Single-Family Residential).**

The Planning and Zoning Commission meeting held as scheduled this evening, September 22, 2021, with 6 members in attendance.

Members deliberated over the issue of granting approval for a re-zone of **SIMS 3, BLOCK 3, LOT 35, 36; also known as 920 E. Avenue D), Kingsville**, from C4 to R1. A review was carried out by Staff and it was revealed that the applicant is seeking to rezone the property, to enable them procure a GLO disaster recovery funds that would be used to put up a new residential home.

According to Staff, this application would present a **Spot Zoning** situation which the Texas Supreme Court has described as, "an unacceptable amendatory ordinance that singles out a small tract for treatment that differs from that accorded similar surrounding land without proof of changes in conditions." It has also been described as "preferential treatment which defeats a pre-established comprehensive plan". In arriving at this conclusion (of Spot Zoning), there was regard to the Supreme Court guidelines including:

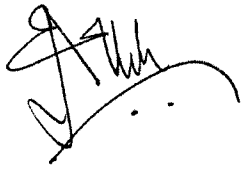
1. The law demands that an approved zoning plan should be respected and not altered for the special benefit of a landowner when the change will cause substantial detriment to the surrounding lands OR serve no substantial public purpose.
2. The nature and degree of an adverse impact upon neighboring lands is important. Lots that are rezoned in a way that is substantially inconsistent with the zoning of the surrounding area, whether more or less restrictive, are likely to be invalid."

Based on the foregoing, the applicant was duly advised during the consultation stage about the potential for the application to fall for a refusal. However, they sought to still apply. Consequently, Staff recommended a denial due to reasons stated above.

Letters were sent out to neighbors and the City received no objections to the request. However, a citizen – Ms Aguilar – called in asking questions. The said citizen, at the meeting was concerned that their property that is commercial would be affected by the proposed residential rezone. Commissioners, after deliberations, voted unanimously to overturn the recommendation to deny the rezoning application and upheld the applicant's plea to re-zone the property from C4 (Commercial) to R1 (Single Residential). A recorded vote of all members present was taken and Commissioners Idotha Battle, Larry Garcia, Brian Coufal, Michael Klepac, Bill Aldrich and the Chairman – Steve Zamora all voted 'YES'

The meeting was adjourned by 6.38p.m.

Thank you.

A handwritten signature in black ink, appearing to be 'Uche Echeozo', written in a cursive style.

Uche Echeozo
Director of Planning and
Development Services



MEMO

Date: September 17, 2021

To: Planning and Zoning Commission Members

From: Uche Echeozo (Director of Planning and Development Services)

Subject: **Ramona Haskins, authorized agent and applicant; Regino Chavana, owner; requesting the rezone of SIMS 3, BLOCK 3, LOT 35, 36; also known as 920 E. Avenue D), Kingsville, Texas from C4 (Commercial) to R1 (Single-Family Residential).**

The applicants approached the department because they wanted to re-zone the existing property (SIMS 3, BLOCK 3, LOT 35, 36) from the current zoning which is C4 (Commercial) to R1 (Single Family Residential). A review was carried out by Staff and it was revealed that the applicant is seeking to rezone the property, to enable them procure a GLO disaster recovery funds that would be used to put up a new residential home.

A quick look at the zoning of the properties immediately surrounding the subject property shows that they are all zoned C4 (Commercial). It appears that there were residential homes within the properties (including the subject property) at the time they were zoned to C4. This means that the said residential homes were 'grandfathered' within the commercial zone. However, if any of such homes were to be demolished, they would relinquish their 'grandfathered' status.

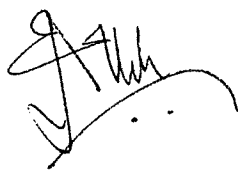
This application would present a **Spot Zoning** situation which the Texas Supreme Court has described as, "an unacceptable amendatory ordinance that singles out a small tract for treatment that differs from that accorded similar surrounding land without proof of changes in conditions." It has also been described as "preferential treatment which defeats a pre-established comprehensive plan". In arriving at this conclusion (of Spot Zoning), there was regard to the Supreme Court guidelines including:

1. The law demands that an approved zoning plan should be respected and not altered for the special benefit of a landowner when the change will cause substantial detriment to the surrounding lands OR serve no substantial public purpose.
2. The nature and degree of an adverse impact upon neighboring lands is important. Lots that are rezoned in a way that is substantially inconsistent with the zoning of the surrounding area, whether more or less restrictive, are likely to be invalid."

Based on the foregoing, the applicant was duly advised during the consultation stage about the potential for the application to fall for a refusal. However, they sought to still apply.

Consequently, this application is being submitted for your consideration, and based on the stipulations above, a **denial is highly recommended** since the rezone would be tantamount to spot zoning which is unacceptable by the State of Texas as confirmed by the Texas Supreme Court.

Thank you.

A handwritten signature in black ink, appearing to read 'Uche Echeozo', with a stylized flourish at the end.

Uche Echeozo
Director of Planning and
Development Services

**CITY OF KINGSVILLE
PLANNING AND ZONING DIVISION
MASTER APPLICATION**

PROPERTY INFORMATION: (Please PRINT or TYPE)Project Address 920 E. Ave D, Kingsville, TX Nearest Intersection E Ave D & N 14th St.(Proposed) Subdivision Name Sims Addition No. 3 Lot 35 & 36 Block 3Legal Description: Lots 35 & 36, Block 3 of the Sims Addition No. 3Existing Zoning Designation Commercial Future Land Use Plan Designation Residential**OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)**Applicant/Authorized Agent Ramona Haskins Phone 361-450-7800 FAX _____Email Address (for project correspondence only): admin.rp@dswhomes.comMailing Address 816 Henderson St. City Rockport State TX Zip 78382Property Owner Regino Chavana Phone 361-813-0226 FAX _____Email Address (for project correspondence only): longoria1037@gmail.comMailing Address 920 Ave D. City Kingsville State TX Zip 78363

Select appropriate process for which approval is sought. Attach completed checklists with this application.

<input type="checkbox"/> Annexation Request _____	No Fee	<input type="checkbox"/> Preliminary Plat _____	Fee Varies
<input type="checkbox"/> Administrative Appeal (ZBA) _____	\$250.00	<input type="checkbox"/> Final Plat _____	Fee Varies
<input type="checkbox"/> Comp. Plan Amendment Request _____	\$250.00	<input type="checkbox"/> Minor Plat _____	\$100.00
<input type="checkbox"/> Re-zoning Request _____	\$250.00	<input type="checkbox"/> Re-plat _____	\$250.00
<input type="checkbox"/> SUP Request/Renewal _____	\$250.00	<input type="checkbox"/> Vacating Plat _____	\$50.00
<input checked="" type="checkbox"/> Zoning Variance Request (ZBA) _____	\$250.00	<input type="checkbox"/> Development Plat _____	\$100.00
<input type="checkbox"/> PUD Request _____	\$250.00	<input type="checkbox"/> Subdivision Variance Request _____	\$25.00 ea

Please provide a basic description of the proposed project:

We will be demolishing the current home and building a new GLO disaster recovery home per GLO standards.

I hereby certify that I am the owner and /or duly authorized agent of the owner for the purposes of this application. I further certify that I have read and examined this application and know the same to be true and correct. If any of the information provided on this application is incorrect the permit or approval may be revoked.

Applicant's Signature Ramona Haskins

DocuSigned by:

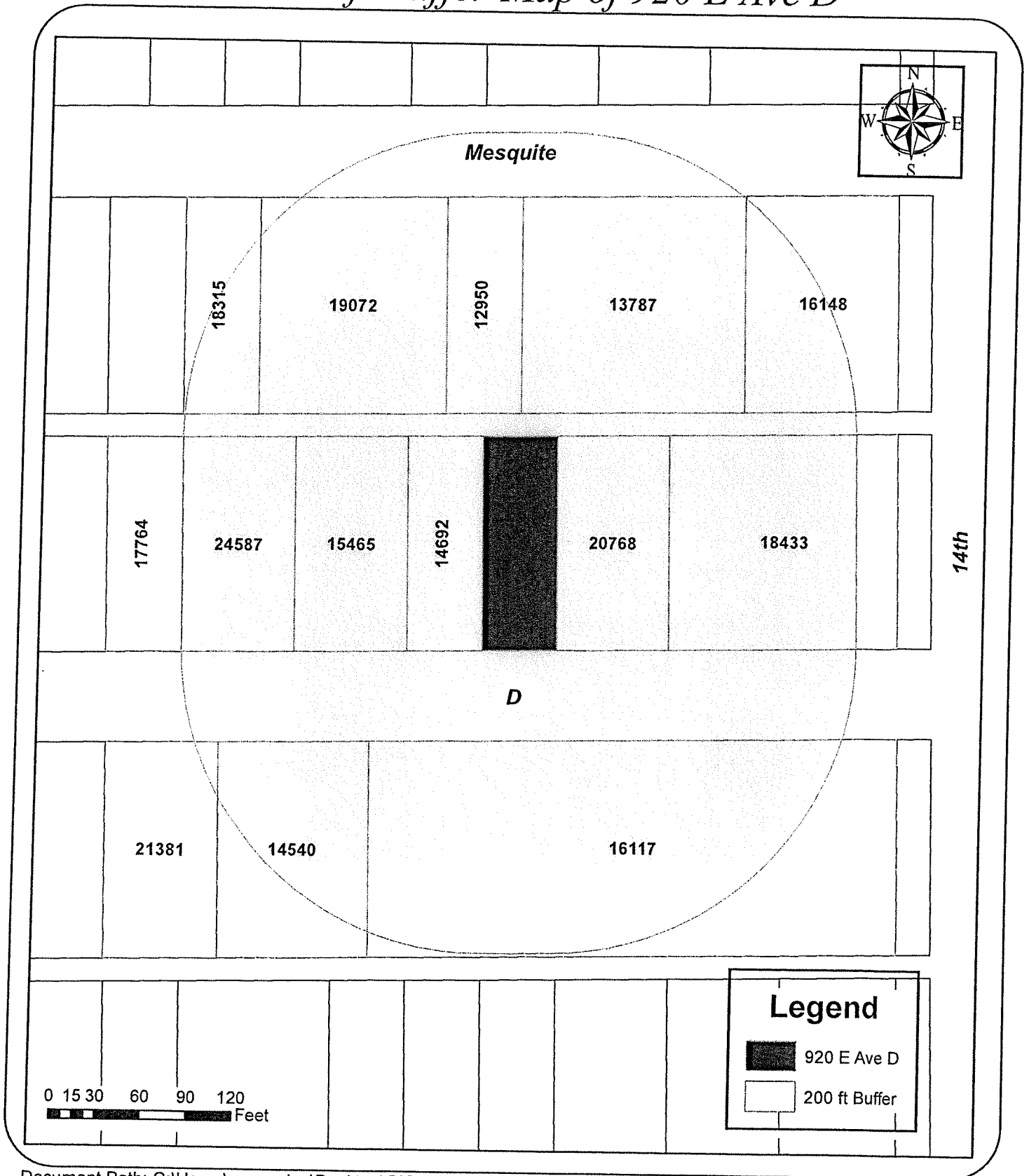
Property Owner's Signature _____

Monica LongoriaDate: 8-13-2021Date: 8/18/2021


Accepted by: _____

Date: _____

200 ft Buffer Map of 920 E Ave D



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<div>111</div> <div>Page</div>	Drawn By:	<div>DISCLAIMER</div> <div>THIS MAP IS FOR VISUAL PURPOSES ONLY.</div> <div>THE INFORMATION ON THIS SHEET MAY</div> <div>CONTAIN INACCURACIES OR ERRORS</div> <div>THE CITY OF KINGSVILLE IS NOT</div> <div>RESPONSIBLE IF THE INFORMATION CONTAINED</div> <div>HEREIN IS USED FOR ANY DESIGN,</div> <div>CONSTRUCTION, PLANNING, BUILDING,</div> <div>OR ANY OTHER PURPOSE.</div>	<div>  <div> <div>CITY OF KINGSVILLE</div> <div>PLANNING DEPARTMENT</div> <div>410 West King</div> <div>Kingsville, Texas 78363</div> <div>Office: 361-595-8055</div> </div> </div>
	Planning Department		
	Last Update: 9/7/2021		
	Note:		

ALEXANDER PEREZ JR
913 E MESQUITE AVE
KINGSVILLE, TX 78363
#18315

LAURA M JIMENEZ
1115 LAS BRISAS DR
MINDEN, NV 89423
#19072

JOSE ALVAREZ
616 E MESQUITE AVE
KINGSVILLE, TX 78363-3934
#12950

ROLANDO JOSE OCHOA
ETUX MARIA LUISA
134 W FM 772
KINGSVILLE, TX 78363-2735
#13787

DANIEL G ORTEGON
ETUX SELENA
314 E CR 2140
KINGSVILLE, TX 78363
#16148

CHAPA SUSAN GARCIA
2107 COLORADO
KINGSVILLE, TX 78363
#17764

DE LA ROSA SANTIAGO EST
% JAVIER DE LA ROSA (HEIR)
910 E D AVE
KINGSVILLE, TX 78363-3932
#24587

CAMPOS RHONDA LEE
914 E AVE D
KINGSVILLE, TX 78363
#15465

MENDIETTA JAVIEL M
ETUX GLORIA
PO BOX 385
KINGSVILLE, TX 78364-0385
#14692

MALDONADO DAVID A
ETUX ANTONIA
1611 SANTA FE DR
KINGSVILLE, TX 78363-3435
#20768

MARTINEZ EDNA MONTEZ
ETAL
1663 CR 1660
MOORE, TX 78057
#18433

TEMPLO BETHEL PENTECOSTAL
MISSIONARY ASSEMBLY INC
703 E NETTIE AVE
KINGSVILLE, TX 78363-3959
#21381

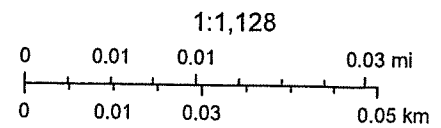
PENTACOSTAL MISSIONARIE
ASSEMBLIES INC
913 E D AVE
KINGSVILLE, TX 78363-3931
#14540

SOLIZ RUBEN G
ETUX MARTHA I
1624 N ARMSTRONG AVE
KINGSVILLE, TX 78363-3021
#16117

920 W Ave D



August 19, 2021



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

CITY OF KINGSVILLE



P. O. BOX 1458 - KINGSVILLE, TEXAS 78364

August 11, 2021

DSW Homes Attn: Jayce Zuniga,

Thank you for your permit submittal regarding the property at 920 E Ave D. The extent of work shows demolition of a single family residence followed by construction of a new single family residence. This lot is currently zoned as C4 commercial which does not allow for construction of a new single family residence. Under section 15-6-24 the current use is nonconforming and would only allow for repairs of the existing structure, any new structure would need to comply with the current zoning requirements allowed in the C4 zoning. At this point we will consider the current building permit application closed, if you would like to continue with the demolition permit only please feel free to reach out to make the necessary changes.

Sincerely,

A handwritten signature in black ink, appearing to read "Nicholas Daniels", is written over a horizontal line.

Nicholas Daniels
Building Official
City of Kingsville

Kleberg CAD

Property Search > 13905 CHAVANA REGINO ROGELIO for Year 2021 Tax Year: 2021

Property

Account

Property ID: 13905 Legal Description: SIMS 3, BLOCK 3, LOT 35, 36
 Geographic ID: 166600335000192 Zoning:
 Type: Real Agent Code:
 Property Use Code:
 Property Use Description:

Location

Address: 920 E AVE D Mapsco:
 Neighborhood: Map ID: A1
 Neighborhood CD:

Owner

Name: CHAVANA REGINO ROGELIO Owner ID: 13137
 Mailing Address: 920 E D AVE % Ownership: 100.000000000000%
 KINGSVILLE, TX 78363-3932
 Exemptions: OTHER, HS

Values

(+) Improvement Homesite Value:	+	\$19,310	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$3,000	
(+) Land Non-Homesite Value:	+	\$0	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
<hr/>			
(=) Market Value:	=	\$22,310	
(-) Ag or Timber Use Value Reduction:	-	\$0	
<hr/>			
(=) Appraised Value:	=	\$22,310	
(-) HS Cap:	-	\$5,007	
<hr/>			
(=) Assessed Value:	=	\$17,303	

Taxing Jurisdiction

Owner: CHAVANA REGINO ROGELIO
 % Ownership: 100.000000000000%
 Total Value: \$22,310

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax	Tax Ceiling
CAD	KLEBERG COUNTY APPRAISAL DISTRICT	0.000000	\$22,310	\$17,303	\$0.00	
CKI	CITY OF KINGSVILLE	0.852080	\$22,310	\$8,903	\$75.87	
GKL	KLEBERG COUNTY	0.785460	\$22,310	\$5,303	\$16.27	\$16.27
SKI	KINGSVILLE I.S.D.	1.518900	\$22,310	\$0	\$0.00	\$0.00
WST	SOUTH TEXAS WATER AUTHORITY	0.086911	\$22,310	\$303	\$0.27	
Total Tax Rate:		3.243351				

Taxes w/Current Exemptions: \$92.41

Taxes w/o Exemptions: \$723.59

Land Use Chart														
Land Use Description	R1	R2	R2A	R3	R4	MH	C1	C2	C3	C4	I1	I2	Ag	
Dwelling, one-family det.	P	P		P	P	P	P	P	P				P	
Dwelling, one-family att.		P	P	P	P		S	P					P	
Dwelling, two-family		P		P	P		S	P						
Dwelling, multi-family				P	P		P	P	P					
Tiny Homes		P	P			P								
Dwelling, above business									P					
Work/live units									P					
Boarding or rooming house					P			S	P	P				
Hotel or motel					P			S	P	P				
Dormitory					P									
Fraternity, sorority					P									
Mobile home/manufactured home park or mobile home/manufactured home on lot	S	S		S	S	P					S	S	S	
Recreational vehicle park						P		S		S				



Faculty who earned the certificate in Effective College Instruction were honored with a reception and award ceremony on Aug. 24 in the Memorial Student Union Building.

TAMUK faculty receive pins from ACUE program

Texas A&M University-Kingsville faculty members who completed the Association of College and University Educators (ACUE) course received pins and certificates from the association.

Faculty who earned the certificate in Effective College Instruction were honored with a reception and award ceremony on Aug. 24 in the Memorial Student Union Building.

The Texas A&M System sent a medallion and letter from Dr. James Hallmark, Vice Chancellor for Academic Affairs, for each faculty member.

Faculty who completed the course include Ammar Bhandari from the department of Agriculture, Agribusiness and Environmental Sciences; Lihua Zuo from the Mathematics department; Liz Janzen from the School of Music; Nirmal Goswami from the History, Political Science and Philosophy department; Amir Hossain from the Civil and Architectural Engineering department; and Monica Wong-Ratliff from the Art, Communications and Theater department. Re-



cipients from the Biological and Health Sciences department include Fang He, Weimin Xi and Shannon Aguiar.

The Clinical Health Sciences department recipients include Robert Villa, Maura Krester and Teresa Young. Montamas Suntraval and Kevin Francis from the department of Chemistry completed the course.

Timothy Oblad and Marion Blake are recipients from the department of Psychology and Sociology.

The Teacher and Bilingual Education department recipients include Lisa McNair and Patricia Huskin.

Ashlee Burt and Amber Shipperd are recipients from the Health and Kinesiology department.

Recipients from the Electrical Engineering and Computer Science department include Md. Ashfaqur Rahman and Ayush Goyal.

Matthew Alexander and Zhanqi Fan are recipients from the Chemical and Natural Gas Engineering

department's website states.

Certificates are awarded in collaboration with the American Council on Education.

"These credentials distinguish faculty and institutions for their commitment to educational excellence."

Cindy Blackwell, an academic director for ACUE, said the association's mission is student success and equity through quality instruction.

"ACUE is unlike any other program. It is a way for faculty to improve and really engage in their teaching," Blackwell said.

"What we want to do is equip faculty. What we know about faculty is that a lot of them move through a PhD program and do not have any opportunity to truly understand good teaching. A lot of times it's just what they model from former faculty members and so this gives them those teaching practices that they can implement in the classroom for better student success."

Zhanqi Fan, assistant professor at the department of chemical and natural gas engineering, said

the program allowed him to be a more prepared professor to his students.

He said he was able to practice and test strategies he learned in his classroom.

"I believe that taking this course would help me serve students in a better way," Fan said.

"I learned a lot from this program ... I was quite impressed with the effectiveness of those teaching strategies and skills."

Marion Blake, associate professor of Psychology, said the program has changed her teaching style in a positive way.

"It's not about quantity, how much I teach. It's about how well I teach and how much the students benefit," Blake said.

"It slowed me down, but in a good way. I think it's improved the quality of my teaching even if I have had to cut back on the quantity that I cover in a semester or I find other ways to cover it."

"I feel better because I think I'm contributing more to their education, more to their personal development and I'm happy about that," she said.

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, September 22, 2021 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard: Jacob Carmona, authorized agent and applicant; Herman Ohlenbusch, owner; requesting a Special Use Permit for New or Reconditioned Auto Parts, Indoors use at ANDREWS 1, LOT South 90' A, also known as 1911 S Brahma Blvd, Kingsville, Texas. The meeting will be held at City Hall, 400 West King, in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the Planning Department at (361) 595-8055.

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, September 27, 2021 at 5:00 p.m. wherein the City Commission will discuss the introduction on the following item and at which time all interested persons will be heard: Jacob Carmona, authorized agent and applicant; Herman Ohlenbusch, owner; requesting a Special Use Permit for New or Reconditioned Auto Parts, Indoors use at ANDREWS 1, LOT South 90' A, also known as 1911 S Brahma Blvd, Kingsville, Texas. The meeting will be held at City Hall, 400 West King, Kingsville, Texas in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the City Secretary at (361) 595-8002.

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, September 22, 2021 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard: Ramona Haskins, authorized agent and applicant; Regino Chavana, owner; requesting the rezoning of SIMS 3, BLOCK 3, LOT 35, 36; also known as 920 E Ave D, Kingsville, Texas from C4 (Commercial) to R1 (Single-Family Residential). The meeting will be held at City Hall, 400 West King, in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the Planning Department at (361) 595-8055.

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City Sanitation, City Hall and other Administrative Offices will be closed on Monday, September 6, 2021 in observance of Labor Day.

The City Sanitation garbage pick-up schedule will temporarily change for the week of September 6th, 2021 through September 11th, 2021.

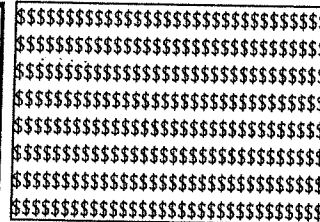
Residential Sanitation Schedule

Monday/Thursday service will be done on Tuesday/Thursday
Tuesday/Friday service will be done Wednesday/Friday

Commercial Sanitation Schedule

Monday/Tuesday service will be done Tuesday

The schedule will resume to its normal schedule on September 13, 2021.



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Experience preferred. Must have DOT physical and be willing to keep logs. No DUIs in last 10 years, clean MVR.

Quality
Cityway

Apply Online at
www.qualitydriveaway.com
or call 514-642-2023

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, September 22, 2021 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard:

Ramona Haskins, authorized agent and applicant; Regino Chavana, owner; requesting the rezone of SIMS 3, BLOCK 3, LOT 35, 36; also known as 920 E Ave D, Kingsville, Texas from C4 (Commercial) to R1 (Single-Family Residential)

The meeting will be held at City Hall, 400 West King, in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the Planning Department at (361) 595-8055.

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, September 27, 2021 at 5:00 p.m. wherein the City Commission will discuss the introduction on the following item and at which time all interested persons will be heard:

Ramona Haskins, authorized agent and applicant; Regino Chavana, owner; requesting the rezone of SIMS 3, BLOCK 3, LOT 35, 36; also known as 920 E Ave D, Kingsville, Texas from C4 (Commercial) to R1 (Single-Family Residential)

The meeting will be held at City Hall, 400 West King, Kingsville, Texas in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the City Secretary at (361) 595-8002.

ORDINANCE #2021-_____

AMENDING THE ZONING ORDINANCE BY CHANGING THE ZONING MAP IN REFERENCE TO SIMS 3, BLOCK 3, LOT 35, 36, ALSO KNOWN AS 920 E. AVE D, KINGSVILLE, TEXAS, FROM C4 (COMMERCIAL DISTRICT) TO R1 (SINGLE FAMILY RESIDENTIAL DISTRICT); AMENDING THE COMPREHENSIVE PLAN TO ACCOUNT FOR ANY DEVIATIONS FROM THE EXISTING COMPREHENSIVE PLAN; AND PROVIDING FOR PUBLICATION.

WHEREAS, the Planning Commission has forwarded to the City Commission its reports and recommendations concerning the application of Ramona Haskins, authorized agent for owner/applicant Regino Chavana, for amendment to the zoning ordinance and zoning map of the City of Kingsville;

WHEREAS, with proper notice to the public, public hearings were held on Wednesday, September 22, 2021 during a meeting of the Planning and Zoning Commission, and on Monday, September 27, 2021 during a meeting of the City Commission, at City Hall, in the City of Kingsville, during which all interested persons were allowed to appear and be heard; and

WHEREAS, the item was APPROVED with a 6-0 vote of the Planning Commission regarding the requested rezone with no abstentions; and

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

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

SECTION 1. That the Zoning Ordinance of the City of Kingsville, Texas, is amended by changing the zoning of Sims 3, Block 3, Lot 35, 36, also known as 920 E. Ave D, Kingsville, Texas, from C4-Commercial District to R1-Single Family Residential District, as more specifically described on the Zone Change Map, attached as Exhibit A.

SECTION 2. That the official Zoning Map of the City of Kingsville, Texas, is amended to reflect the amendments to the Zoning Ordinance made by Section 1 of this ordinance.

SECTION 3. That the Zoning Ordinance and Zoning Map of the City of Kingsville, Texas, as amended from time to time, except as changed by this ordinance and any other ordinances adopted on this date, remain in full force and effect.

SECTION 4. That to the extent that these amendments to the Zoning Ordinance represent a deviation from the Comprehensive Plan, the Comprehensive Plan is amended to conform to the Zoning Ordinance, as amended by this ordinance.

SECTION 5. That all ordinances or parts of ordinances in conflict with this ordinance are hereby expressly repealed.

SECTION 6. That publication shall be made in the official publication of the City of Kingsville as required by the City Charter of the City of Kingsville.

INTRODUCED on this the 27th day of September, 2021.

PASSED AND APPROVED on this the 12th day of October, 2021.

Effective Date: _____

THE CITY OF KINGSVILLE

Sam R. Fugate, Mayor

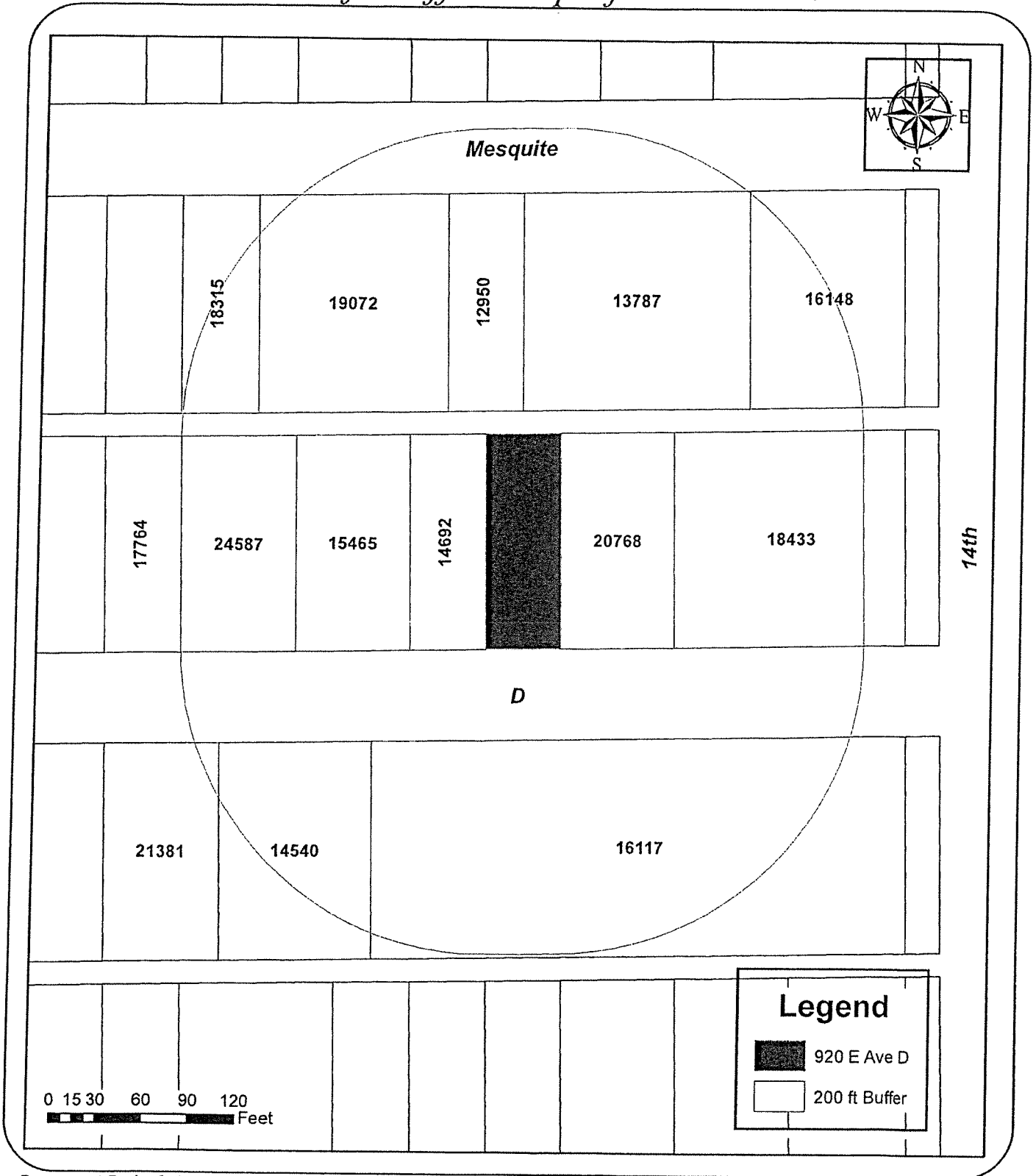
ATTEST:

Mary Valenzuela, City Secretary


APPROVED:

Courtney Alvarez, City Attorney

200 ft Buffer Map of 920 E Ave D



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Page 1 / 1	Drawn By: Planning Department	DISCLAIMER THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.	 CITY OF KINGSVILLE PLANNING DEPARTMENT 410 West King Kingsville, Texas 78363 Office: 361-595-8055
	Last Update: 9/7/2021		
	Note:		

AGENDA ITEM #3

RESOLUTION NO. 2021-_____

RESOLUTION APPROVING THE CITY OF KINGSVILLE'S 2021 TAX ROLL AS SUBMITTED BY THE KLEBERG COUNTY TAX ASSESSOR-COLLECTOR PURSUANT TO THE TEXAS PROPERTY TAX CODE, CHAPTER 26, SECTION 26.09(E).

WHEREAS, the duly appointed Kleberg County Tax Assessor Collector has submitted the 2021 Tax Roll for the City of Kingsville; and

WHEREAS, the City Commission has reviewed the appraisal and tax rolls, and set the tax rate at the level necessary to support the approved budget of the City of Kingsville.

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

"The 2021 Tax Roll for the City of Kingsville is hereby approved pursuant to Section 26.09 (e) of the Texas Property Tax Code".

PASSED AND APPROVED by majority vote of the City Commission on the 27th day of September, 2021.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

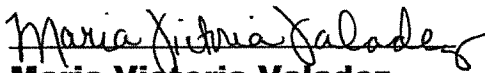
APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

**SUBMISSION OF THE 2021 TAX ROLL FOR THE CITY OF
KINGSVILLE PURSUANT TO SECTION 26.09(e) OF THE TEXAS
PROPERTY TAX CODE**

The 2021 Tax Roll for the City of Kingsville is hereby submitted for approval at the next regular scheduled meeting of the City of Kingsville Commissioner's Court. The 2021 Tax Roll is submitted for approval under Section 26.09(e) of the Texas Property Tax Code and was calculated in compliance with the same code by multiplying the values from the Certified Appraisal Roll plus/minus any changes in value approved by the Kleberg County Appraisal Review Board by the tax rate adopted by this governing body for the 2021 tax year. Values and taxes are at a ratio of 100% of appraised value. The 2021 Tax Roll for the City of Kingsville is stored in the Kleberg County Tax Office in compliance with the State Records Retention guidelines. A copy of the tax roll for reference purposes and convenient availability is filed with the Kleberg County Clerk's Office.

I, Maria Victoria Valadez, – Kleberg County Tax Assessor-Collector, hereby certify the figures from the 2021 Tax Roll as reflected on the attached summary page taken directly from the 2021 Tax Roll. I certify that the foregoing information, and the roll it represents is accurate and correct to the best of my knowledge. Certified and submitted this 21st day of September 2021.



Maria Victoria Valadez

Kleberg County Tax Assessor-Collector

Total Parcels:	11,371	Tax Rate:	0.8400000	Opt Hom:	0.0000000
Market Value:	1,205,170,723	State Hom:	0	Opt O65:	8,400
		State O65:	0	Opt Disabled:	0
		Disabled:	0		
AG Exclusion Count:	152	AG Exclusion Amt:	11,488,337		
Timber Exclusion Count:	0	Timber Exclusion Amt:	0		
HS Capped Count:	1,610	HS Capped Amt:	15,226,869		
Assessed Value:	1,178,455,517				
Prorated-Exxv Count/Amt:	351	Hb366 Count/Amt:		45	11,630
100% Exempt Vet Count/Amt:	109	Personal Use Vehicle Count/Amt:		53	536,360
Low Income Housing Count/Amt:	1	Pro Motor Vehicles Count/Amt:		14	2,120,750
Charitable Org Count/Amt:	4	Abatement Count/Amt:		1	3,087,890
Pro Charitable Functions Count/Amt:	5	Pro Misc Exempts Count/Amt:		1	197,100
State Homestead Count:	3,884	State Homestead Amt:	0		
Local Homestead Count:	0	Local Homestead Amt:	0		
State Over 65 Count:	0	State Over 65 Amt:	0		
Local Over 65 Count:	1,679	Local Over 65 Amt:	13,253,324		
Surviving Spouse Count:	5	Surviving Spouse Amt:	33,600		
State Disabled Count:	0	State Disabled Amt:	0		
Local Disabled Count:	131	Local Disabled Amt:	0		
Total VET Count:	275	Total VET Amt:	2,901,787		
*VET Surviving Spouse Count:	24	*VET Surviving Spouse Amt:	245,280		
*Included in the Total VET Count/Amt					
Partial Exempt Values:	16,188,711				
Taxable Value:	992,311,101				
Total Levy Amt:	8,343,001.63				
Late AG Penalty Count:	4	Late AG Penalty Amt:	623.69		
Late Rendition Penalty Count:	405	Late Rendition Penalty Amt:	6,964.49		
Frozen Account Count:	0				
Frozen Homestead Value:	0				
Frozen Taxable Value:	0				
Unfrozen Levy Amt:	0.00				
Frozen Levy Amt:	0.00				
Frozen Levy Loss Amt:	0.00				
Total Non-Exempt Parcel Count:	11,371				

AGENDA ITEM #4

**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Deborah Balli, Finance Director

DATE: August 31, 2021

SUBJECT: Enrollment into Texpool and LOGIC Investment Pools

Summary:

Currently the City uses Texas Class as our investment pool along with our local bank of Kleberg Bank to invest our holdings. There are two additional Texas Investment Pools which are currently offering better interest rates. Having two additional investment pools to invest funds into would provide diversification and the opportunity for increased interest income.

Financial Impact:

Having the ability to earn better interest provides increased revenues for the City of Kingsville.

Recommendation:

Staff recommends the approval of allowing the enrollment into two additional investment pools.



Local Government Investment Cooperative (LOGIC) Resolution

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A PARTICIPATION AGREEMENT AND TRUST INSTRUMENT FOR PARTICIPATION IN A PUBLIC FUNDS INVESTMENT POOL, DESIGNATING THE BOARD OF TRUSTEES OF THE POOL AS AN AGENCY AND INSTRUMENTALITY TO SUPERVISE THE POOL, APPROVING INVESTMENT POLICIES OF THE POOL, APPOINTING AUTHORIZED REPRESENTATIVES AND DESIGNATING INVESTMENT OFFICERS.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended (the "Interlocal Act"), permits any "local government" to contract with one or more other "local governments" to perform "governmental functions and services," including investment of public funds (as such phrases are defined in the Interlocal Act);

WHEREAS, the Interlocal Act authorizes the contracting parties to any interlocal agreement to contract with agencies of the State of Texas, within the meaning of Chapter 771 of the Government Code,

WHEREAS, the Act permits the contracting parties to any interlocal agreement to create an administrative agency to supervise the performance of such interlocal agreement and to employ personnel and engage in other administrative activities and provide other administrative services necessary to execute the terms of such interlocal agreement;

WHEREAS, the Public Funds Investment Act, Chapter 2256 of the Texas Government Code, as amended (the "PFIA"), authorizes the entities described in Subsection (a) of the PFIA to invest their funds in an eligible public funds investment pool, and the Local Government Investment Cooperative (LOGIC) intends to become and remain an eligible public funds investment pool, under the terms and conditions set forth in PFIA;

WHEREAS, City of Kingsville, Texas (the "Government Entity") desires to enter into that certain Participation Agreement and Trust Instrument (the "Agreement"), a copy of which is presented with this Resolution and is incorporated herein by reference, and to become a participant in a public funds investment pool created under the PFIA, to be known as Local Government Investment Cooperative (LOGIC) (the "Pool");

WHEREAS, the Government Entity is a Government Entity as defined in the Agreement;

WHEREAS, the Government Entity desires to cause administration of the Pool to be performed by a board of trustees (the "Board"), which shall be an advisory board under the PFIA, an administrative agency created under the Interlocal Act, and trustee of the funds in the Pool; and

WHEREAS, the Government Entity desires to designate the Board as its agency and instrumentality with authority to supervise performance of the agreement, employ personnel and engage in other administrative activities and provide other administrative services necessary to execute the terms of the Agreement;

WHEREAS, each capitalized term used in this Resolution and not otherwise defined has the same meaning assigned to it in the Agreement;

NOW, THEREFORE, BE IT RESOLVED:

1. The Agreement is hereby approved and adopted and, upon execution thereof by an Authorized Representative (defined below) and receipt of the Government Entity's application to join the Pool by the Administrator, the Government Entity shall become a Participant in the Pool for the purpose of investing its available funds in the Pool from time to time in accordance with the terms of the Agreement.

2. The Board is hereby designated as an agency and instrumentality of the Government Entity, and the Board shall have the authority to supervise performance of the Agreement and the Pool, employ personnel and engage in other administrative activities and provide other administrative services necessary to

3. The investment policies of the Pool, as set forth in the document entitled Investment Policies, as summarized in the Information Statement, and as may be amended from time to time by the Board, are hereby adopted as investment policies of the Government Entity with respect to money invested in the Pool, and any existing investment policies of the Government Entity in conflict therewith shall not apply to investments in the Pool.

1. Name: Mark McLaughlin Title: City Manager
Signature: _____ Phone: 361-595-8002
Email: mmclaughlin@cityofkingsville.com

2. Name: Deborah Balli Title: Finance Director
Signature: _____ Phone: 361-595-8009
Email: dballi@cityofkingsville.com

3. Name: _____ Title: _____
Signature: _____ Phone: _____
Email: _____

4. Name: _____ Title: _____
Signature: _____ Phone: _____
Email: _____

5. **{Required}** List the name of the Authorized Representative listed above that will be designated as the Primary Contact and will receive all LOGIC correspondence including transaction confirmations and monthly statements

2

6. **{Optional}** In addition, the following additional Participant representative (not listed above) is designated as an Inquiry Only Representative authorized to obtain account information:

Name: David Bodiford Title: Accounting Manager

Signature: _____ Phone: 361-595-8023

Email: dbodiford@cityofkingsville.com

Applicant may designate other authorized representatives by written instrument signed by an existing Applicant Authorized Representative or Applicant's chief executive officer.

7. **{Required}** Taxpayer Identification Number.

Applicant's taxpayer identification number is 746001513

8. **{Required}** Contact Information.

Applicant primary mailing address:

P.O. Box 1458, Kingsville, TX 78364

Applicant physical address (if different):

400 W. King Ave., Kingsville, TX 78363

Applicant main phone number:

(361) 595-8009

Applicants main fax number:

(361) 595-8024

In addition to the foregoing Authorized Representatives, each Investment Officer of the Pool appointed by the Board from time to time is hereby designated as an investment officer of the Government Entity and, as such, shall have responsibility for investing the share of Pool assets representing funds of the Government Entity. Each depository and custodian appointed by the Board from time to time are hereby designated as a depository and custodian of the Government Entity for purposes of holding the share of Pool assets representing funds of the Government Entity.

PASSED AND APPROVED this _____ day of _____, 20____

By: _____ Attest: _____

Sam R. Fugate, Mayor

Printed Name and Title

Mary Valenzuela, City Secretary

Printed Name and Title

OFFICIAL SEAL OF APPLICANT (REQUIRED BELOW)



Local Government Investment Cooperative (LOGIC) Participation Agreement and Trust Instrument

THIS PARTICIPATION AGREEMENT AND TRUST INSTRUMENT (together with any amendments and supplements, referred to as this “Agreement”) is made and entered into by and among each of those government entities initially executing this Agreement and any other government entity that is eligible and becomes a party hereto (collectively, the “Participants”).

WHEREAS, the Public Funds Investment Act, Chapter 2256 of the Texas Government Code, as amended (the “PFIA”) authorizes the entities described in the PFIA to invest their funds in an eligible public funds investment pool;

WHEREAS, each of the Participants qualifies as an entity described in the PFIA;

WHEREAS, the Participants desire to establish and maintain a public funds investment pool for the purpose of pooling their local funds for joint investment in accordance with the PFIA and the terms hereof and providing assistance to each other on investment alternatives and on other issues of concern to the Participants;

WHEREAS, the Participants desire that the public funds investment pool be entitled Local Government Investment Cooperative (LOGIC) and that it be managed and operated by a board of trustees, which shall be an advisory board under the PFIA;

WHEREAS, each of the Participants has duly taken all official action necessary and appropriate to become a party to this Agreement, including the adoption of a rule, order, ordinance, or resolution, as appropriate;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, each Participant agrees that all moneys it transfers to LOGIC on or after the effective date hereof shall be held and managed in trust by the board of trustees for the benefit of the Participant, and the Participants mutually agree as follows:

ARTICLE I

Definitions and Rules of Construction

Section 1.01. Definitions. Except as otherwise provided in this Agreement, the capitalized terms used herein shall have the following meanings unless the context otherwise requires:

Account - any account established by a Participant.

Additional Party Agreement - a document substantially in the form attached hereto as an Appendix which, when attached to a copy of this Agreement and executed by an Authorized Representative of a Government Entity, constitutes a valid and binding counterpart of this Agreement and results in the Government Entity becoming a party to this Agreement.

Administrator - Any person, firm or organization approved by the Board and under contract to provide administrative assistance in connection with the management and operation of the Pool.

Local Government Investment Cooperative (LOGIC)
Participation Agreement and Trust Instrument

Advisor - The registered investment advisor or advisors selected by or at the direction of the Board to provide advice regarding investment of Pool assets pursuant to this Agreement and subject to applicable law.

Authorized Investments - those investments which are authorized from time to time to be purchased, sold and invested in under PFIA or other applicable law and further defined in the Investment Policies.

Authorized Representative - an individual authorized to execute documents and take other necessary actions, pursuant to this Agreement, on behalf of a Government Entity or other person, firm or organization, as evidenced by a duly adopted resolution or bylaw of the governing body of such Government Entity or other person, firm or organization, a certified copy of which is on file with the Administrator. In the case of a Government Entity that is a combination of political subdivisions under the Act, the Authorized Representatives of any administrative agency appointed by such combination of political subdivisions shall be deemed to be Authorized Representatives for such Government Entities.

Board - the governing body of the Pool, known as The Board of Trustees of Local Government Investment Cooperative.

Bylaws - the bylaws adopted by the Board, as the same may be amended from time to time, subject to the requirements of this Agreement.

Custodian - any person, firm or organization selected by or at the direction of the Board to have custody of all money, investments and other assets of the Pool pursuant to this Agreement and subject to applicable law.

General Manager - any person, firm or organization which has contracted with the Board to provide general management services to the Board.

Government Entity - a local government of the State of Texas, as defined in the PFIA, a state agency, as defined in the PFIA, and a nonprofit corporation acting on behalf of a local government or a state agency, including but not limited to an incorporated city or town, a county, a public school district, a district or authority created under art. III, Section 52(b)(1) or (2) of the Texas Constitution, or art. XVI, Section 59 of the Texas Constitution, an institution of higher education as defined by Section 61.003 of the Education Code, a hospital district, or a fresh water supply district.

Information Statement - the information statement or any other document distributed to Participants and potential Participants to provide them with a description of the management and operation of the Pool, as the same may be amended from time to time, subject to the requirements of this Agreement.

Interlocal Act - the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as the same may be amended from time to time.

Investment Officer - one or more officers or employees of the Board designated as investment officers by the Board.

Investment Policies - the written Investment Policies adopted and approved by the Board governing investment and management of Pool assets of different Portfolios, as the same may be amended from time to time, subject to the requirements of this Agreement.

Marketing Representative - any person, firm or organization authorized by the Board to promote the Pool.

Local Government Investment Cooperative (LOGIC)
Participation Agreement and Trust Instrument

Participants - the Government Entities that are the initial parties to this Agreement and the Government Entities which subsequently become parties to this Agreement.

PFIA - the Public Funds Investment Act, Chapter 2256, Texas Government Code, as the same may be amended from time to time.

Pool - the public funds investment pool and trust created pursuant to this Agreement.

Portfolio - a portfolio of assets in the Pool which are held separate from other assets of the Pool and which are invested with a defined investment objective which may be different from other Portfolios in the Pool, and in which a Participant may elect to invest its funds.

State - the State of Texas.

Units - equal proportionate units of undivided beneficial interest in the assets of the Pool or of any Portfolio of the Pool from time to time, including fractions of units as well as whole units.

Section 1.02. General Rules of Construction.

- (a) Whenever in this Agreement the context requires: (1) a reference to the singular number shall include the plural and vice versa; and (2) a word denoting gender shall be construed to include the masculine, feminine, and neuter.
- (b) The titles given to any article or section of this Agreement are for convenience only and are not intended to modify the article or section.

ARTICLE II

Creation of the Pool and Trust; Purpose and Objective

Section 2.01. Creation of the Board.

- (a) The Participants hereby agree to jointly invest their funds in a public funds investment pool and trust, to be known as Local Government Investment Cooperative (the "Pool") and to create and establish a board of trustees of the Pool (the "Board"), as an advisory board pursuant to the PFIA, an administrative agency pursuant to the Interlocal Act, and as trustee of the funds in the Pool.
- (b) The Participants delegate to the Pool through its Board, the authority to hold legal title to and manage all money, investments and other assets transferred to or acquired by the Pool pursuant to this Agreement as Pool assets.
- (c) The Board shall have the authority to employ personnel, engage in other administrative activities and provide other administrative services necessary to accomplish the purpose of this Agreement.

Section 2.02. Purpose and Objective.

- (a) The first purpose of the Pool is to provide Government Entities with a variety of investment vehicles to best suit their investment needs, with each Portfolio tailored to meet a specific investment need.

Local Government Investment Cooperative (LOGIC)
Participation Agreement and Trust Instrument

- (b) The second purpose of the Pool is to provide Government Entities with a forum for discussion of, and to provide education concerning, investments and other issues of concern in public finance. In all cases, however, the Pool will have the following investment objectives in order of priority: safety of principal; liquidity in accordance with the operating requirements of the Participants; and the highest rate of return.
- (c) In order to accomplish the Pool's objective, each Participant agrees that the money transferred to a Portfolio within the Pool will be commingled with other money transferred to the Portfolio by other Participants for the purpose of making Authorized Investments, subject to the terms of this Agreement, the Investment Policies and applicable law, thereby taking advantage of investment opportunities and cost benefits available to larger investors.

ARTICLE III

Pool Administration

Section 3.01. The Board and the Bylaws

- (a) The business and affairs of the Pool shall be managed by the Board as governing body of the Pool.
- (b) The Board is authorized to adopt Bylaws which shall set forth, among other things, the initial Board members, the procedures governing the selection of the members of the Board, the procedure for holding meetings, the election of officers, and other matters necessary or desirable for governance by the Board, and the right of the Board, the General Manager, and other consultants to be indemnified for damages arising from their actions in connection with the Pool. By executing this Agreement, the Participant consents to the Bylaws. By maintaining funds in the Pool after any amendment to the Bylaws becomes effective, the Participant consents to the Bylaws, as amended. The Board has the right to amend any term or provision of the Bylaws, provided that notice is sent to each Participant at least 30 days prior to the effective date of any change which, in the opinion of the Board, is a material change to the Bylaws.

Section 3.02. Powers and Duties of the Board.

- (a) Subject to applicable law and the terms of this Agreement, the Board shall have full and complete power to take all actions, do all things and execute all instruments as it deems necessary or desirable in order to carry out, promote or advance the investment objective, interests and purposes of the Pool to the same extent as if the Board was the sole and absolute owner of the Pool.
- (b) The Board shall adopt and maintain Investment Policies, consistent with the general objective of the Pool, which shall provide more detailed guidelines for investment and management of Pool assets. By executing this Agreement, the initial Participants consent to the proposed Investment Policies, and the subsequent Participants consent to the Investment Policies then in effect. By maintaining funds in the Pool after any amendment to the Investment Policies becomes effective, the Participant has consented to the Investment Policies, as amended. The Board shall, subject to the terms of this Agreement, have the authority to amend any term or provision of the Investment Policies, provided

Local Government Investment Cooperative (LOGIC)
Participation Agreement and Trust Instrument

that notice is sent to each Participant at least 30 days prior to the effective date of any change which, in the opinion of the Board, will have a material effect on such Participant's investment in the Pool.

- (c) The Board shall adopt and maintain Operating Procedures, which shall provide more detailed information on the procedures for depositing and withdrawing funds from the Pool. By executing this Agreement, the initial Participants consent to the proposed Operating Procedures, and the subsequent Participants consent to the Operating Procedures then in effect. By maintaining funds in the Pool after any amendment to the Operating Procedures becomes effective, the Participant has consented to the Operating Procedures, as amended. The Board shall, subject to the terms of this Agreement, have the authority to amend any term or provision of the Operating Procedures provided that notice is sent to each Participant at least 30 days prior to the effective date of any change which, in the opinion of the Board, will have a material effect on such Participant's investment in the Pool.
- (d) The Board shall designate one or more Investment Officers for the Pool who shall be responsible for the investment of Pool assets.
- (e) The Board shall prepare, or direct the preparation of an Information Statement that describes how the Pool will operate in accordance with the terms of this Agreement and the Investment Policies. Subject to the terms of this Agreement and the Investment Policies, the Information Statement may be amended or supplemented, notice of which will be provided to Participants in accordance with the disclosure requirements of the PFIA.
- (f) The Board shall, subject to the limitations established in the Investment Policies, have full and complete power and authority to appoint a general manager and any other service providers deemed necessary or helpful in the operation of the Pool.
- (g) The Board shall provide, through peer review, seminars, computer mail systems, or other means, information and educational opportunities to Participants on investing and on other issues in the area of public finance.
- (h) The Board shall have full and complete power to use, or direct the use of, Pool assets for the following purposes: (1) incur and pay any expenses which, in its opinion, are necessary or incidental to or proper for carrying out any of the purposes of this Agreement; (2) reimburse others for the payment thereof; (3) pay appropriate compensation or fees to persons with whom the Pool has contracted or transacted business; and (4) charge a Participant's Account for any special fees or expenses related specifically to transactions in such Account.
- (i) The Board shall have full power to compromise, arbitrate, or otherwise adjust claims in favor of or against the Pool.
- (j) The Board shall cause financial statements to be prepared and maintained for the Pool and for such statements to be audited annually by an independent certified public accounting firm.
- (k) The Board may appoint a General Manager to perform managerial services for the Pool, provided that the Board shall continue to oversee the operation and

Local Government Investment Cooperative (LOGIC)
Participation Agreement and Trust Instrument

management of the Pool and shall have the authority to direct the General Manager to take or not take specific action on behalf of the Pool.

- (l) The enumeration of any specific power or authority herein shall not be construed as limiting the general power and authority of the Board over the Pool.
- (m) The Board shall act in good faith in accordance with the purposes of the Pool.

Section 3.03. Liability.

- (a) Neither the Board, the Investment Officers, nor any officers, employees or board members of any of the forgoing shall be held liable for any action or omission to act on behalf of the Pool or the Participants unless caused by such person's willful misconduct or unless constituting a breach of trust for which a trustee may not be relieved of liability under the Texas Trust Code. The Pool shall indemnify and hold harmless (either directly or through insurance) any person referred to in this Section, to the extent permitted by law, for any and all litigation, claims or other proceedings, including but not limited to reasonable attorney fees, costs, judgments, settlement payments and penalties arising out of the management and operation of the Pool, unless the litigation, claim or other proceeding resulted from the willful misconduct of such person or a breach of trust for which a trustee may not be relieved of liability under the Texas Trust Code.
- (b) Neither the General Manager, the Marketing Representative, the Administrator, the Advisor, the Subadvisor, the Custodian, nor their affiliates, officers, employees or board members shall be held liable for any action or omission to act on behalf of the Pool or the Participants unless such person failed to meet the standard of care required under its agreement relating to the Pool or acted with willful misconduct. The Pool shall indemnify and hold harmless (either directly or through insurance) any person referred to in this Section, to the extent permitted by law, for any and all litigation, claims or other proceedings, including but not limited to reasonable attorney fees, costs, judgments, settlement payments and penalties arising out of the management and operation of the Pool, unless the litigation, claim, or other proceeding is adjudicated to have resulted from such person's failure to meet the standard of care required under its agreement relating to the Pool or its willful misconduct.
- (c) The indemnification provisions are described in more detail in the Bylaws.

ARTICLE IV

Participation in LOGIC

Section 4.01. Eligibility. In order for a Government Entity to become a Participant and transfer money into the Pool, each of the following conditions must be satisfied:

- (a) The Government Entity must adopt a resolution (1) authorizing it to become a Participant and approving this Agreement, (2) acknowledging the Board's power to supervise the Pool and agreeing that moneys it transfers to the Pool shall be held and managed in trust by the Board for the Government Entity's benefit, (3) approving the investment policies of the Pool (as amended from time to time by

Local Government Investment Cooperative (LOGIC)
Participation Agreement and Trust Instrument

the Board) and directing that any conflicting local investment policies shall not apply to Pool investments of the Participant, (4) designating Authorized Representatives of the Participant, (5) designating the Investment Officers appointed from time to time by the Board as the Participant's investment officers who shall be responsible for investing the share of Pool assets representing local funds of the Participant, (6) designating the depository and custodian appointed from time to time by the Board as the Government Entity's depository and custodian for purposes of holding the share of Pool assets representing funds of the Government Entity, and consenting to the terms and conditions specified on the website in order to use the online transaction system; and

- (b) The Government Entity must become a party to this Agreement by executing an Additional Party Agreement and delivering the same to the Pool, together with a certified copy of the resolution referred to in subsection (a) of this Section, an application in form and substance satisfactory to the Board, and such other information as may be required by the Board.
- (c) No entity except a Government Entity may be a Participant. The Board shall have sole discretion to determine whether a Government Entity is eligible under Texas law to be a Participant and to designate categories of Government Entities eligible to be Participants in any Portfolio of the Pool.

Section 4.02. Participant Accounts.

- (a) While available local funds of Participants may be commingled for purposes of common investment and operational efficiency, one or more separate Accounts for each Participant in each Portfolio in the Pool designated by the Participant will be established in accordance with the Participant's application to join the Pool and maintained by the Pool.
- (b) Each Participant shall own an undivided beneficial interest in the assets in the Portfolios in which it invests, calculated as described in the Investment Policies.
- (c) The Participant agrees that all Pool fees shall be directly and automatically assessed and charged against the Participant's Account. The basic services fee shall be calculated as a reduction in the daily income earned and only the net income shall be credited to the Participant's Account. Fees for special services shall be charged to each Participant's Account as they are incurred or performed. Use of Pool assets for fees shall be made from current revenues available to the Participant.

Section 4.03. Reports. The Pool shall submit a written report at least once per month to each Participant. Such report will indicate: (1) the balance in each Account of a Participant as of the date of such report, (2) yield information, (3) all account activity since the previous report, and (4) other information required by the PFIA.

Section 4.04. Termination.

- (a) A Participant may withdraw all funds from an Account in accordance with the Investment Policies and Operating Procedures. A Participant may cease to be a Participant under this Agreement, with or without cause, by providing written notice to the Pool at least 10 days prior to such termination.

Local Government Investment Cooperative (LOGIC)
Participation Agreement and Trust Instrument

- (b) The Board may terminate a Participant's participation in this Agreement upon at least 30 days' notice if Texas law changes so that such Participant is no longer entitled to join in an eligible public funds investment pool under PFIA, the Interlocal Act, or other applicable law.
- (c) Upon the vote of a majority of its full membership, the Board may order the termination of this Agreement by directing that all outstanding operating expenses of the Pool be paid and remaining assets of the Pool be distributed to Participants in accordance with their respective pro rata interests.

ARTICLE V

Pool Assets

Section 5.01. Investments. Pool assets shall be invested and reinvested by the Pool only in Authorized Investments in accordance with the Investment Policies.

Section 5.02. Custody. All money, investments and assets of the Pool shall be held in the possession of the Custodian.

ARTICLE VI

Miscellaneous

Section 6.01. Severability.

- (a) If any provision of this Agreement shall be held or deemed to be illegal, inoperative or unenforceable, the same shall not affect any other provisions contained herein or render the same invalid, inoperative or unenforceable to any extent whatsoever.
- (b) Any participation in this Agreement or transfer of assets to the Pool that is not qualified for any reason shall not terminate this Agreement or the participation of other Participants or otherwise adversely affect the Pool.

Section 6.02. Limitation of Rights. This Agreement does not create any right, title or interest for any person other than the Participants and any person who has a contract to provide services to the Pool, and nothing in or to be implied from this Agreement is intended or shall be construed to give any other person any legal or equitable right, remedy or claim under this Agreement.

Section 6.03. Execution of Counterparts. This Agreement may be executed in several separate counterparts, including by Additional Party Agreement, each of which shall be an original and all of which shall constitute one and the same instrument.

Section 6.04. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 6.05. Term. This Agreement shall have an initial term beginning with the effective date set forth below and shall be automatically renewed for one year on such date and each anniversary of such date, except with respect to any Government Entity that may have terminated itself as a Participant or as otherwise provided in Section 4.05.

Local Government Investment Cooperative (LOGIC)
Participation Agreement and Trust Instrument

Section 6.06. Notices. Any notices or other information required or permitted to be given hereunder shall be sent: (a) to the Pool as set forth in the Information Statement, and (b) to a Participant as set forth in its application to become a Participant or as otherwise provided by written notice to the Administrator.

Section 6.07. Trust. LOGIC shall be a trust organized and existing under the laws of the State. LOGIC is not intended to be, shall not be deemed to be, and shall not be treated as a general partnership, limited partnership, joint venture, corporation, investment company, or joint stock company. The Participants shall be beneficiaries in LOGIC, and their relationship to the Board shall be solely in their capacity as Participants and beneficiaries in accordance with the rights conferred upon them hereunder. Nothing in this Agreement shall be construed to make the Participants, either by themselves or with the trustees, partners, or members of a joint stock association.

Section 6.08. Entire Agreement; Amendments. This Agreement represents the entire agreement and understanding of the Participants. This Agreement may be amended with the approval of the Board, provided that notice of any such amendment is sent to all Participants at least 60 days prior to the effective date thereof.

* * * * *

Local Government Investment Cooperative (LOGIC)
Participation Agreement and Trust Instrument

Originally executed between Fort Bend County and City of Wichita Falls, Texas as of April 4, 1994, and amended by the Board and effective March 1, 1999 and December 4, 2015. The Board hereby acknowledges its duties as Trustee upon the effective date hereof.

* * * * *

Approved and accepted:

The Board of Directors, Local Government Investment Cooperative

By: /s/ Phil Roberson
President

Date: December 4, 2015

Local Government Investment Cooperative (LOGIC)
Participation Agreement and Trust Instrument

Additional Party Agreement

The Government Entity of the State of Texas named below, acting by and through the undersigned Authorized Representative, hereby agrees to become a party to that certain Participation Agreement and Trust Instrument to which this page is attached, and thereby become a Participant in the Local Government Investment Cooperative, subject to all of the terms and provisions of such Agreement. The undersigned hereby represents that it is a Government Entity as defined in such Agreement.

Executed this _____ day of _____, 20_____.

Name of Government Entity City of Kingsville, Texas

OFFICIAL SEAL OF APPLICANT
Required Below

By: _____
Authorized Representative

Sam R. Fugate, Mayor

Printed Name and Title

Attest: _____
Authorized Representative

Mary Valenzuela, City Secretary

Printed Name and Title

Approved and accepted:

LOCAL GOVERNMENT INVESTMENT COOPERATIVE {LOGIC}

By: FIRSTSOUTHWEST, A DIVISION OF HILLTOP SECURITIES
Participant Services Administrator

By: _____ Date: _____

Authorized Signer

AGENDA ITEM #5

**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: Deborah Balli, Finance Director
DATE: August 31, 2021
SUBJECT: Enrollment into Texpool and LOGIC Investment Pools

Summary:

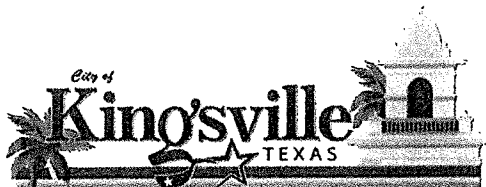
Currently the City uses Texas Class as our investment pool along with our local bank of Kleberg Bank to invest our holdings. There are two additional Texas Investment Pools which are currently offering better interest rates. Having two additional investment pools to invest funds into would provide diversification and the opportunity for increased interest income.

Financial Impact:

Having the ability to earn better interest provides increased revenues for the City of Kingsville.

Recommendation:

Staff recommends the approval of allowing the enrollment into two additional investment pools.





Resolution Authorizing Participation in the TexPool Investment Pools and Designating Authorized Representatives

WHEREAS, City of Kingsville, Texas

("Participant") is a local government or state agency of the State of Texas and is empowered to delegate to the public funds investment pools the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pools ("TexPool/TexPool Prime"), public funds investment pools, were created on behalf of entities whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That Participant shall enter into a Participation Agreement to establish an account in its name in TexPool/TexPool Prime, for the purpose of transmitting local funds for investment in TexPool/TexPool Prime.
- B. That the individuals, whose signatures appear in this Resolution, are authorized representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool/TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

Authorized Representatives of the Participant

These individuals will be issued P.I.N. numbers to transact business via telephone with a Participant Service Representative.

1.	<div>Signature</div> <div>Deborah Balli</div> <div>Printed Name</div> <div>Finance Director</div> <div>Title</div>	<div>2 6 1 5 9 5 8 0 0 9</div> <div>Telephone Number</div> <div>3 6 1 5 9 5 8 0 2 4</div> <div>Fax Number</div> <div>dballi@cityofkingsville.com</div> <div>Email</div>
2.	<div>Signature</div> <div>Mark McLaughlin</div> <div>Printed Name</div> <div>City Manager</div> <div>Title</div>	<div>3 6 1 5 9 5 8 0 0 2</div> <div>Telephone Number</div> <div>3 6 1 5 9 5 8 0 2 4</div> <div>Fax Number</div> <div>mmclaughlin@cityofkingsville.com</div> <div>Email</div>
3.	<div>Signature</div> <div></div> <div>Printed Name</div> <div></div> <div>Title</div>	<div></div> <div>Telephone Number</div> <div></div> <div>Fax Number</div> <div></div> <div>Email</div>
4.	<div>Signature</div> <div></div> <div>Printed Name</div> <div></div> <div>Title</div>	<div></div> <div>Telephone Number</div> <div></div> <div>Fax Number</div> <div></div> <div>Email</div>

Authorized Representatives of the Participant (continued)

5.	<div></div> Signature	<div></div> Telephone Number
	<div></div> Printed Name	<div></div> Fax Number
	<div></div> Title	<div></div> Email
6.	<div></div> Signature	<div></div> Telephone Number
	<div></div> Printed Name	<div></div> Fax Number
	<div></div> Title	<div></div> Email

List the name of the Authorized Representative provided above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Deborah Balli
Printed Name

In addition and at the option of the Participant, additional authorized representative(s) can be designated to perform inquiry only of selected information. This limited representative cannot make deposits or withdrawals. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

1.	<u>David Bodiford</u> Printed Name	<u>Accounting Manager</u> Title
	<u>3 6 1 5 9 5 8 0 2 3</u> Telephone Number	<u>3 6 1 5 9 5 8 0 2 4</u> Fax Number
		<u>dbodiford@cityofkingsville.com</u> Email
2.	<u>Elisa Rangel</u> Printed Name	<u>Accounting Assistant</u> Title
	<u>3 6 1 5 9 5 8 0 2 9</u> Telephone Number	<u>3 6 1 5 9 5 8 0 2 4</u> Fax Number
		<u>erangel@cityofkingsville.com</u> Email
3.	<div></div> Printed Name	<div></div> Title
	<div></div> Telephone Number	<div></div> Fax Number
		<div></div> Email
4.	<div></div> Printed Name	<div></div> Title
	<div></div> Telephone Number	<div></div> Fax Number
		<div></div> Email
5.	<div></div> Printed Name	<div></div> Title
	<div></div> Telephone Number	<div></div> Fax Number
		<div></div> Email
6.	<div></div> Printed Name	<div></div> Title
	<div></div> Telephone Number	<div></div> Fax Number
		<div></div> Email

Authorized Representatives of the Participant (continued)

C. That this resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool/TexPool Prime receives a copy of any such amendment or revocation.

This resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the

2 7 day of September, 2 0 2 1.

Document is to be signed by a Board Officer, Mayor or County Judge and attested by a Board Officer, City Secretary or County Clerk.

City of Kingsville

Name of Participant

SIGNED:

Signature

Sam R. Fugate

Printed Name

Mayor

Title

ATTEST:

Signature

Mary Valenzuela

Printed Name

City Secretary

Title



TexPool Investment Pools Participation Agreement

Preamble

This participation agreement (the "**Agreement**") is made and entered into by and between the Comptroller of Public Accounts (the "**Comptroller**"), acting through the Texas Treasury Safekeeping Trust Company (the "**Trust Company**"), Trustee of the Texas Local Government Investment Pool (TexPool) and TexPool Prime, (collectively the "**TexPool Investment Pools**"), and [City of Kingsville, Texas] (the "**Participant**").

WHEREAS, the Interlocal Cooperation Act, TEX GOV'T CODE ANN, ch. 791 and the Public Funds Investment Act, TEX. GOV'T CODE ANN. ch. 2256 (the "**Acts**") provide for the creation of a public funds investment pool to which any local government or state agency may delegate, by contract, the authority to hold legal title as custodian and to make investments purchased with local funds;

WHEREAS, the Trust Company is a special purpose trust company authorized pursuant to TEX. GOV'T CODE ANN. § 404.103 to receive, transfer and disburse money and securities belonging to state agencies and local political subdivisions of the state and for which the Comptroller is the sole officer, director and shareholder;

WHEREAS, TexPool and TexPool Prime are public funds investment pools, which funds are invested in certain eligible investments as more fully described hereafter;

WHEREAS, the Participant has determined that it is authorized to invest in a public funds investment pool created under the Acts and to enter into this Agreement;

WHEREAS, the Participant acknowledges that the Trust Company is not responsible for independently verifying the Participant's authority to invest under the Acts or to enter this Agreement;

WHEREAS, the Participant acknowledges that the performance of TexPool Investment Pools is not guaranteed by the State of Texas, the Comptroller, or the Trust Company and that there is no secondary source of payment for the TexPool Investment Pools; and

WHEREAS, in an effort to ensure the continued availability of an investment pool as a vehicle for investment of local government funds and simultaneously provide for enhancement in services and potential decreases in management and administrative fees, Participant and Trust Company desire to provide in this Agreement that the Trust Company may obtain private professional investment management and related services.

NOW THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree with each other as follows:

Article I: Definitions

"Account" shall mean any account or accounts, established by the Participant in TexPool Investment Pools in accordance with this Agreement and the Operating Procedures (as defined herein), which Account represents an undivided beneficial ownership in TexPool Investment Pools.

"Authorized Investments" shall mean those investments which are authorized by the Investment Act (as herein defined) for investment of public funds.

"Authorized Representative(s) of the Participant" shall mean any individual who is authorized to execute documents and take such other necessary actions under this Agreement as evidenced by the duly enacted Resolution of the Participant.

"Authorized Representative(s) of the Trust Company" shall mean any employee of the Comptroller or Trust Company who is designated in writing by the Comptroller or the Trust Company's Chief Executive Officer to act as the authorized Trust Company representative for purposes of this Agreement and shall include employees of any private entity performing the obligations of the Comptroller under this Agreement.

"Board" shall mean the advisory board provided for in the Investment Act (as defined below).

"Investment Act" shall mean the Public Funds Investment Act, TEX. GOV'T CODE ANN. ch. 2256, as amended from time to time.

"Investment Policy" shall mean the written TexPool Investment Pools Investment Policies, as amended from time to time, relating to the investment and management of funds in TexPool Investment Pools as established by the Trust Company consistent with the Investment Act.

"Letter of Instruction" shall mean a written authorization and direction to the Trust Company signed by an Authorized Representative of the Participant.

Article I: Definitions (continued)

"Operating Procedures" shall mean the written procedures established by the Trust Company describing the management and operation of TexPool Investment Pools, and providing for the establishment of, deposits to and withdrawals from the Accounts, as amended from time to time.

"Participant" shall mean any entity authorized by the Acts to participate in a public funds investment pool that has executed this Agreement pursuant to a Resolution.

"Resolution" shall mean the resolution adopted by the governing body of a local governmental entity authorizing the entity's participation in TexPool Investment Pools and designating persons to serve as Authorized Representatives of the Participant.

Article II: General Administration

Section 2.01. TexPool Investment Pools Defined.

- (a) TexPool Investment Pools are public funds investment pools created pursuant to the Acts.
- (b) Subject to Section 6.10, the Trust Company agrees to manage the Participant's Account(s) in accordance with the Investment Act and the Investment Policy.

Section 2.02. Board.

- (a) The Board is composed of members appointed pursuant to the requirements of the Investment Act.
- (b) The Board shall advise the Trust Company on the Investment Policy and on various other matters affecting TexPool Investment Pools, and shall approve fee increases.

Section 2.03. General Administration.

- (a) The Trust Company shall establish and maintain the Investment Policy specifically identifying the Authorized Investments consistent with the Investment Act and the general policy and investment goals for TexPool Investment Pools.
- (b) The Trust Company shall establish and maintain the Operating Procedures, describing the management and operation of TexPool Investment Pools and providing for procedures to be followed for the establishment of, deposits to, and withdrawals from the Accounts and such other matters as are necessary to carry out the intent of this Agreement.
- (c) The Trust Company shall have the power to take any action necessary to carry out the purposes of this Agreement, subject to applicable law and the terms of this Agreement.

Section 2.04. Ownership Interest. Each Participant shall own an undivided beneficial interest in the assets of TexPool Investment Pools in an amount proportional to the total amount of such Participant's Accounts relative to the total amount of all Participants' Accounts in TexPool Investment Pools, computed on a daily basis.

Section 2.05. Independent Audit. TexPool Investment Pools are subject to annual review by an independent auditor consistent with Ch. 2256, TEX GOV'T CODE ANN. In addition, reviews of TexPool Investment Pools may be conducted by the State Auditor's Office and the Comptroller's office. The Trust Company may obtain such legal, accounting, financial or other professional services as it deems necessary or appropriate to assist TexPool Investment Pools in meeting its goals and objectives.

Section 2.06. Liability. Any liability of the Comptroller, the Comptroller's office, the Trust Company, representatives or agents of the Trust Company, any Comptroller employee, Trust Company or any member of the Board for any loss, damage or claim, including losses from investments and transfers, to the Participant shall be limited to the full extent allowed by applicable laws. The Trust Company's responsibilities hereunder are limited to the management and investment of TexPool Investment Pools and the providing of reports and information herein required.

Article III: Participant Requirement

Section 3.01. The Participation Agreement. The Participant must execute this Agreement and provide a Resolution authorizing participation in TexPool Investment Pools and designating persons to serve as Authorized Representatives of the Participant and any other documents as are required under, and substantially in the form prescribed by, the Operating Procedures before depositing any funds into TexPool Investment Pools. The Participant must provide an updated Resolution designating Authorized Representatives within 5 business days of the departure of any Authorized Representative of the Participant.

Section 3.02. Operating Procedures.

- (a) The Participant acknowledges receipt of a copy of the Operating Procedures. The Operating Procedures describe in detail the procedures required for the establishment of accounts, deposits to and withdrawals from TexPool Investment Pools, and related information.
- (b) The Operating Procedures may be modified by the Trust Company as appropriate to remain consistent with established banking practices and capabilities and when such modification is deemed necessary to improve the operation of TexPool Investment Pools.
- (c) The Participant hereby concurs with and agrees to abide by the Operating Procedures.

Article IV: Investments

Section 4.01. Investments. All monies held in TexPool Investment Pools shall be invested and reinvested by the Trust Company or Authorized Representatives of the Trust Company only in Authorized Investments in accordance with the Agreement, the Investment Policy and the Investment Act. Participant hereby concurs with any such investment so made by the Trust Company. Available funds of TexPool Investment Pools that are uninvested may be held at the Trust Company's account at the Federal Reserve Bank of Dallas, or any designated custodian account, or with a custodian selected by the Trust Company. All investment assets and collateral will be in the possession of the Trust Company and held in its book-entry safekeeping account at the Federal Reserve Bank, any designated custodian account, or with a custodian selected by the Trust Company.

Section 4.02. Failed Investment Transaction. In the extraordinary event that a purchase of securities results in a failed settlement, any resulting uninvested funds shall remain in the Trust Company's Federal Bank of Dallas account, any designated custodian account or with a custodian selected by the Trust Company. If an alternative investment can be secured after the failure of the trade to settle, TexPool Investment Pools will receive all the income earnings, including but not limited to, any compensation from the purchaser failing in the trade and the interest income from the alternative investment.

Section 4.03. Investment Earnings and Losses Allocation. All interest earnings in TexPool Investment Pools will be valued daily and credited to the Participant's Accounts monthly, on a pro rata allocation basis. All losses, if any, resulting from the investment of monies in TexPool shall also be allocated on a pro rata allocation basis. All earnings and losses will be allocated to the Participant's Accounts in accordance with generally accepted accounting procedures.

Section 4.04. Commingling of Accounts. Participant agrees that monies deposited in TexPool and TexPool Prime, may be commingled with all other monies held in TexPool and TexPool Prime, respectively for purposes of common investment and operational efficiency. However, each Participant will have separate Accounts on the books and records of TexPool Investment Pools, as further provided for in the Operating Procedures.

Article V: Fees, Expenses and Reports

Section 5.01. Fees and Expenses. The Participant agrees to pay the amount set forth in the fee schedule. Participant agrees that all fees shall be directly and automatically assessed and charged against the Participant's Accounts. The basic service fee shall be calculated as a reduction in the daily income earned, thus only the net income shall be credited to the Participant's Account. Fees for special services shall be charged to each Participant's account as they are incurred or performed. A schedule of fees shall be provided to the Participant annually. Each Participant will be notified thirty (30) days prior to the effective date of any change in the fee schedule.

Section 5.02. Reports. A monthly statement will be mailed to the Participant within the first five (5) business days of the succeeding month. The monthly statement shall include a detailed listing of the balance in the Participant's Accounts as of the date of the statement; all account activity, including deposits and withdrawals; the daily and monthly yield information; and any special fees and expenses charged. Additionally, copies of the Participant's reports in physical or computer form will be maintained for a minimum of three prior fiscal years. All records shall be available for inspection at all reasonable hours of the business day and under reasonable conditions.

Section 5.03. Confidentiality. The Trust Company and any private entity acting on behalf of the Trust Company for purposes of this Agreement will maintain the confidentiality of the Participant's Accounts, subject to the Public Information Act, TEX GOV'T CODE ANN. ch. 552, as amended.

Article VI: Miscellaneous

Section 6.01. Notices. Any notices, Letters of Instructions or other information required or permitted to be given hereunder shall be submitted in writing and shall be deemed duly given when deposited in the U.S. mail postage prepaid or successfully transmitted via facsimile addressed to the parties as follows:

To the **Participant**:

City of Kingsville, City Manager

Participant

P. O. Box 1458

Address

Kingsville, TX 78364

City, State, Zip

3 6 1 5 9 5 8 0 0 2

Telephone

3 6 1 5 9 5 8 0 2 4

Fax

Article VI: Miscellaneous (continued)

To **Trust Company** with respect to contractual matters or disputes under this Agreement:

Texas Treasury Safekeeping Trust Company
Attn: TexPool Investment Pools
Rusk State Office Building
208 East 10th Street
Austin, TX 78701
Telephone: (512) 463-4300
FAX No.: (512) 463-4368

To **TexPool Investment Pools** with respect to operational matters, including enrollment documents; changes to Authorized Representatives; Bank Information Sheets; initiation of deposits or withdrawals of funds; changes to addresses; audit confirmation requests; and account inquiry:

TexPool Participant Services
1001 Texas Ave., Suite 1150
Houston, TX 77002
Telephone: 1-866-839-7665 (1-866-TEX-POOL)
FAX No.: 1-866-839-3291 (1-866-TEX-FAX1)

The Participant and the Trust Company agree to notify the other of any change affecting this information and agree that unless and until so notified, the other party shall be entitled to rely on the last information provided.

Section 6.02. Taxpayer Identification Number. The Participant's taxpayer identification number assigned by the Internal Revenue Service is: 746001513. The Participant hereby agrees to notify the Trust Company of any change affecting this Taxpayer Identification number and agrees that unless and until so notified, the Trust Company shall be entitled to rely on same in providing any and all reports or other information necessary or required by the Federal tax laws as amended from time to time.

Section 6.03. Severability. If any provision of this Agreement shall be held or deemed to be in fact illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

Section 6.04. Execution of Counterparts. This Agreement may be simultaneously executed in several separate counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.05. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute under this Agreement shall be in Travis County, Texas.

Section 6.06. Captions. The captions or headings in this Agreement are for convenience only and in no way defined, limit or describe the scope or intent of any provisions, articles or sections of this Agreement.

Section 6.07. Amendments.

- (a) The Trust Company shall advise the Participant in writing of any amendments to this Agreement no less than 45 days prior to the effective date of such amendment. The Participant may ratify the proposed amendment of this Agreement by letter to the Trust Company. If the Participant elects not to ratify the amendment, the Participant may terminate this Agreement in accordance with Section 6.08. In the event the Participant fails to respond in writing to a notice of amendment prior to the effective date of such amendment, this Agreement shall be deemed amended.
- (b) The Trust Company may periodically revise the Operating Procedures from time to time as it deems necessary for the efficient operation of TexPool Investment Pools. The Participant will be bound by any amendment to the Operating Procedures with respect to any transaction occurring subsequent to the time such amendment takes effect, provided, however, that no such amendment shall affect the Participant's right to cease to be a Participant.

Section 6.08. Termination. This Agreement may be terminated by either party hereto, with or without cause, by tendering 30 days prior written notice in the manner set forth in Section 6.01 hereof.

Section 6.09. Term. Unless terminated in accordance with Section 6.08, this Agreement shall be automatically renewed on each anniversary date hereof.

Section 6.10. Assignment. The Trust Company may enter into an agreement with a third party investment manager to perform its obligations and service under this Agreement, provided that such third party investment manager shall manage TexPool Investment Pools according to the Investment Act, Investment Policy and in a manner consistent with that directed by the Trust Company. The Trust Company also shall have the right to assign its rights and obligations under the Agreement to a third party investment manager if the Trust Company determines that such assignment is in the best interest of the State and Participants. In the event a successor pool to TexPool or TexPool Prime is deemed by the Trust Company to be in the best interest of the State and the Participant, the Trust Company may take any action it deems necessary to assign its rights and benefits under any third party agreements and transfer the assets from TexPool Investment Pools to any successor pool.

Article VI: Miscellaneous (continued)

In **Witness Whereof**, the parties hereto have caused this Agreement to be executed as of the dates set forth below, and the Agreement shall be effective as of the latest such date.

PARTICIPANT:

Signature
|Sam R. Fugate|
Printed Name
|Mayor|
Title

Date

**TEXAS TREASURY SAFEKEEPING TRUST COMPANY
COMPTROLLER OF PUBLIC ACCOUNTS:**

Signature

Printed Name

Title

Date

CERTIFICATE OF INCUMBENCY:

The preceding signatory is a duly appointed, acting, and qualified officer of the Participant, who, in the capacity set forth above is authorized to execute this Agreement.

IN WITNESS WHEREOF, I have duly executed this certificate as of the ____ day of _____, **20**_____.

Signature

Printed Name

Title

AGENDA ITEM #6

**City of Kingsville
Engineering Dept.**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

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

DATE: September 27, 2021

SUBJECT: Consider approving Professional Engineering Services Contract with Garver for RFQ 21-08 North and South Wastewater Treatment Plant – Performance Evaluation.

Purpose:

The purpose of this agenda item is to provide a performance evaluation of the city's Wastewater Treatment Plants and create an asset management program. This will allocate funds for annual reliable and sustainable infrastructure improvements, including growth.

Summary:

On July 12, 2021, the Commission awarded the Request for Qualifications #21-08 (RFQ) to Garver to begin contract negotiates for Professional Engineering Services. The contract is for North and South WWTP – Performance Evaluation. The total amount of the contract is \$250,634.00. Garver will provide a Preliminary Engineering Performance Evaluation Report and funding sources for the project.

The Contract will provide the following scope of work:

- Task 1 – Evaluation WWTP Flows and Loads
- Task 2 – Facilities Site Evaluation/Reliability Criteria
- Task 3 – Current Regulation Requirements
- Task 4 – Process Treatment Capacity Evaluation
- Task 5 – Hydraulic Capacity Evaluation
- Task 6 – Electrical and SCADA Evaluation
- Task 7 – Capital Improvement Planning Document
- Task 8 – Meeting and Council Presentation
- Task 9 – Funding



**City of Kingsville
Engineering Dept.**

Background:

RFP# 21-08 for North and South Wastewater Treatment Plant Performance Evaluation was advertised on May 20, 2021, and May 27, 2021. Statement of Qualifications (SOQ's) were due June 15, 2021. Three (3) SOQs were received which include Ardurra (Formerly LNV) from Corpus Christi, TX; Garver from Harlingen, TX; and SWG from Weslaco, TX.

The purpose of the RFQ was to provide the following:

1. Wastewater Treatment Plant Performance Evaluation.
2. Modifications to the Existing Wastewater Treatment Plant structures.
3. Equipment upgrades and other improvements.
4. Increase plant capacity within TCEQ regulations.
5. Final Reports and Recommendations.
6. Funding options.
7. Other special services.

The selection review committee, which consisted of the City Manager, City Engineer, Capital Improvements Manager, Public Works Director, Wastewater Supervisor and Purchasing Manager reviewed the SOQs and selected Garver to negotiate a contract for Professional Engineering Services.

Financial Impact:

The financial impact will be \$250,634.00 for Professional Engineering Services and paid for with Fund 121 American Rescue Plan.

Recommendation:

Staff recommends:

1. Approving the Professional Engineering Services Contract with Garver in the amount of \$250,634.00.
2. Authorizing the City Manager to sign the Contract.

Attachments:

Professional Engineering Services Contract

Scope of Work – WWTP Performance Evaluation and Exhibit B – Fee Summary



RESOLUTION #2021-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF KINGSVILLE, TEXAS AND GARVER FOR PROFESSIONAL (ENGINEERING) SERVICES FOR WASTEWATER TREATMENT PLANT PERFORMANCE EVALUATION; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville previously went out for Requests for Qualification for north and south wastewater treatment plant performance evaluation (RFQ #21-08) on May 20 & 27, 2021 and Garver, of Harlingen, scored highest on the assessments by the selection review committee;

WHEREAS, the City Commission authorized staff to begin negotiating a contract with them for such services at a Commission meeting on July 12, 2021;

WHEREAS, the parties have negotiated a contract in the amount of \$250,634.00 and now request authorization for the City Manager to sign the agreement.

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

I.

THAT the City Manager is authorized and directed as an act of the City of Kingsville, Texas to enter into an Agreement for Professional Services with Garver LLC and the City of Kingsville, Texas for professional engineering services for the north and south wastewater treatment plant performance evaluation 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 27th day of September, 2021.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney



**Agreement
For
Professional Services
City of Kingsville, Texas
Project No. 21W21050**



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THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between the **City of Kingsville, Texas** hereinafter referred to as "**Owner**"), and **Garver, LLC** (hereinafter referred to as "**Garver**"). Owner and Garver may individually be referred to herein after as a "Party" and/or "Parties" respectively.

RECITALS

WHEREAS, Owner intends to [Insert Text Here] (the "**Project**").

WHEREAS, Garver will provide professional Services related to the Project as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS GARVER

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section.

"Effective Date" means the date last set forth in the signature lines below.

"Damages" means any and all damages, liabilities, or costs (including reasonable attorneys' fees recoverable under applicable law).

"Hazardous Materials" means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

"Personnel" means affiliates, directors, officers, partners, members, employees, and agents.

2. SCOPE OF SERVICES

- 2.1. Services. Owner hereby engages Garver to perform the scope of service described in Exhibit A attached hereto ("**Services**"). Execution of this Agreement by Owner constitutes Owner's written authorization to proceed with the Services. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.

3. PAYMENT

- 3.1. Fee.



For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and Exhibit B. Owner represents that funding sources are in place with the available funds necessary to pay Garver in accordance with the terms of this Agreement.

3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished.

3.3. Payment.

3.3.1. Due Date. Owner shall pay Garver all undisputed amounts within thirty (30) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.

3.3.2. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.

3.3.3. Payments due and owing that are not received within thirty (30) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

4. AMENDMENTS

4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("Amendment"). As soon as reasonably possible, Garver shall forward a formal Amendment to Owner with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional services created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

5. OWNER'S RESPONSIBILITIES

5.1. In connection with the Project, Owner's responsibilities shall include the following:

5.1.1. Those responsibilities set forth in Exhibit A.

5.1.2. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Garver pursuant to this Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement,



subject to any express limitations or reservations applicable to the furnished items as further set forth in Exhibit A.

5.1.3. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the Project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Owner's performance of its responsibilities under this Agreement.

5.1.4. Owner shall include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents.

5.1.5. Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement.

6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.

6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's Project-specific safety programs, which have been provided to Garver in writing in advance of any site visits.

6.1.4. Relied Upon Information: Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.



6.1.6. In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Consequently, Garver's Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services.

6.2. Instruments of Service.

6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under Exhibit A (the "**Deliverables**"), shall become the property of Owner subject to the terms and conditions stated herein.

6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files ("**Electronic Media**"), are tools used solely for the preparation of the Deliverables. Upon Owner's written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner's software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Owner's possession or released to others by Owner. Garver's sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.

6.2.3. Property Rights. All intellectual property rights of a Party, including copyright, patent, and reuse ("**Intellectual Property**"), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so imbedded and may not be separated therefrom.

6.2.4. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the Project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of this Project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver's subconsultants. To the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense arising out of Owner's use of the Intellectual Property contrary to the rights permitted herein.

6.3. Opinions of Cost.



- 6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver's opinions of Project costs or construction costs provided pursuant to Exhibit A, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Garver cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from estimates prepared by Garver.
- 6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- 6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.
- 6.5. Design without Construction Phase Services.
- 6.5.1. If the Owner requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the services as an Amendment in accordance with Sections 4 and 10.2.
- 6.5.2. Garver shall be responsible only for those construction phase Services expressly set forth in Exhibit A, if any. With the exception of such expressly required Services, Garver shall have no responsibility or liability for any additional construction phase services, including review and approval of payment applications, design, shop drawing review, or other obligations during construction. Owner assumes all responsibility for interpretation of the construction contract documents and for construction observation and supervision and waives any claims against Garver that may be in any way connected thereto.
- 6.5.3. Owner agrees, to the fullest extent permitted by law, to indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such construction phase services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the construction contract documents to reflect changed field or other conditions, except to the extent such claims arise from the negligence of Garver in performance of the Services.



- 6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Owner shall indemnify and hold Garver and Garver's subconsultants, and their Personnel harmless from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment including without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.
- 6.7. Confidentiality. Owner and Garver shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Garver's performance of Services to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services. Nothing herein shall be interpreted as prohibiting Garver from disclosing general information regarding the Project for future marketing purposes.

7. INSURANCE

7.1. Insurance

- 7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit C until completion of the Service. Upon request, Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.
- 7.1.2. Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit C.

8. DOCUMENTS

- 8.1. Audit. Garver will retain all pertinent records for a period of three (3) years beyond completion of the Services. Owner may have access to such records during normal business hours with three (3) business days advanced written notice. In no event shall Owner be entitled to audit the make-up of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).
- 8.2. Delivery. After completion of the Project, and prior to final payment, Garver shall deliver to the Owner all Deliverables required under Exhibit A.



9. INDEMNIFICATION / WAIVERS

9.1. Indemnification.

9.1.1. Garver Indemnity. Subject to the limitations of liability set forth in Section 9.2, Garver agrees to indemnify and hold Owner, and Owner's Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent such Damages are caused by the negligent acts, errors, or omissions of Garver or any other party for whom Garver is legally liable, in the performance of the Services under this Agreement.

9.1.2. Owner Indemnity. Subject to the limitations of liability set forth in Section 9.2, Owner agrees to indemnify and hold Garver and Garver's subconsultants and their Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent caused by the negligent acts, errors, or omissions of Owner or any other party for whom Owner is legally liable, in the performance of Owner's obligations under this Agreement.

9.1.3. In the event claims or Damages are found to be caused by the joint or concurrent negligence of Garver and the Owner, they shall be borne by each Party in proportion to its own negligence.

9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:

9.2.1. THE PARTIES AGREE THAT ANY CLAIM OR SUIT FOR DAMAGES MADE OR FILED AGAINST THE OTHER PARTY WILL BE MADE OR FILED SOLELY AGAINST GARVER OR OWNER RESPECTIVELY, OR THEIR SUCCESSORS OR ASSIGNS, AND THAT NO PERSONNEL SHALL BE PERSONALLY LIABLE FOR DAMAGES UNDER ANY CIRCUMSTANCES.

9.2.2. MUTUAL WAIVER. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER OWNER, GARVER, NOR THEIR RESPECTIVE PERSONNEL SHALL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES, OR DAMAGES ARISING FROM OR IN CONNECTION WITH LOSS OF USE, LOSS OF REVENUE OR PROFIT (ACTUAL OR ANTICIPATED), LOSS BY REASON OF SHUTDOWN OR NON-OPERATION, INCREASED COST OF CONSTRUCTION, COST OF CAPITAL, COST OF REPLACEMENT POWER OR CUSTOMER CLAIMS, AND OWNER HEREBY RELEASES GARVER, AND GARVER RELEASES OWNER, FROM ANY SUCH LIABILITY.

9.2.3. LIMITATION. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE OWNER AND GARVER, OWNER HEREBY AGREES THAT GARVER'S AND ITS PERSONNEL'S TOTAL LIABILITY UNDER THE AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF GARVER'S COLLECTABLE INSURANCE PROCEEDS UP TO THE LIMITS EXPRESSLY SET FORTH IN EXHIBIT C.

9.2.4. NO OTHER WARRANTIES. NO OTHER WARRANTIES OR CAUSES OF ACTION OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE) SHALL APPLY. OWNER'S EXCLUSIVE REMEDIES AND GARVER'S ONLY OBLIGATIONS ARISING OUT OF OR IN CONNECTION WITH



DEFECTIVE SERVICES (PATENT, LATENT OR OTHERWISE), WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, SHALL BE THOSE STATED IN THE AGREEMENT.

9.2.5. THE LIMITATIONS SET FORTH IN SECTION 9.2 APPLY REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, TORT, OR NEGLIGENCE OF ANY KIND OR CHARACTER INCLUDING GROSS NEGLIGENCE, STRICT LIABILITY, WARRANTY, INDEMNITY, ERROR AND OMISSION, OR ANY OTHER CAUSE WHATSOEVER.

10. DISPUTE RESOLUTION

10.1 Any controversy or claim ("**Dispute**") arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following:

10.1.1 Any Dispute that cannot be resolved by the project managers of Owner and Garver may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties. Should mediation fail, should either Party refuse to participate in mediation, or should the scheduling of mediation be impractical, either Party may file suit.

10.1.2 Litigation of any Dispute shall be brought exclusively in a federal or state court having jurisdiction over Kleberg County, Texas ("**Venue**"). Each Party irrevocably waives, to the fullest extent permitted by applicable laws, any claim or any objection it may now or hereafter have, that venue or personal jurisdiction is not proper with respect to any such legal action, suit, or proceeding brought in such Venue, including any claim that such legal action, suit, or proceeding brought in such Venue has been brought in an inconvenient forum. Each Party further consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to such Party at its address specified herein for the giving of notices, or by such other notice given in accordance with the rules and procedures of such courts. EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY AND ALL RIGHT TO TRIAL BY JURY.

10.1.3 To avoid multiple proceedings and the possibility of inconsistent results, either Party may seek to join third parties with an interest in the outcome or to consolidate litigation with another matter regarding the same nucleus of facts.

10.1.4 The prevailing Party shall be entitled to recover its attorneys' fees, costs, and expenses, including arbitrator fees and costs.

10.1.5 Owner and Garver further agree to use commercially reasonable efforts to include a similar dispute resolution provision in all agreements with independent contractors and subconsultants retained for the Project.

10.2 Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be



amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.

11. TERMINATION

- 11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with Exhibit B for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices, (ii) all costs reasonably incurred to bring such Services to an orderly cessation.
- 11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.
- 11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

12. MISCELLANEOUS

- 12.1. Governing Law. This Agreement is governed by the laws of the State of Texas, without regard to its choice of law provisions.
- 12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.
- 12.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.
- 12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.
- 12.5. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.



- 12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.
- 12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

13. EXHIBITS

- 13.1. The following Exhibits are attached to and made a part of this Agreement:

Exhibit A – Scope of Services
Exhibit B – Compensation Schedule
Exhibit C – Insurance

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.

[Signature Page to Follow]

IN WITNESS WHEREOF, Owner and Garver have executed this Agreement effective as of the date last written below.



City of Kingsville, Texas

Garver, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

Scope of Work – WWTP Performance Evaluation

Task 1 – Evaluate WWTP Flows and Loads

The Consultant will evaluate the current and projected flows and solids loading coming to the WWTP's.

- a. Consultant will rely upon population estimates, land use forecasts and other planning criteria related to the collection system and WWTP's contained in the 2011 Wastewater System Master Plan that will be provided by the Owner.
- b. Consultant will rely upon the historical wastewater quality and plant operations data such as influent and effluent data Discharge Monitoring Reports (DMR's) for the WWTPs for the last 5 years that will be provided by Owner.
- c. Develop WWTP influent design flows and loads for future facilities based on the most recent Wastewater System Master Plan and historical data provided by the Owner.
- d. Project future average loads for Biochemical Oxygen Demand (BOD), Total Suspended Solids (TSS), Ammonia (NH₃ as an N) and Total Phosphorous (TP) consistent with the time frames and flows identified in the Wastewater System Master Plan.

Task 2 – Facilities Site Evaluation/Reliability Criteria

The Consultant will evaluate the condition of the existing facilities and provide recommendations for long-term sustainability and reliable operation.

- a. Conduct multi-day site visit of the South WWTP and the North WWTP to evaluate the structural, mechanical, and electrical condition of the existing facilities and components. Consultant shall utilize the WERF SIMPLE tool to provide a risk-based assessment of the plant's assets and determine the business risk exposure (BRE) of each asset by evaluating the likelihood of failure (LOF) and consequence of failure (COF). The outcome of the BRE process will be a risk score and ranking of each asset to prioritize the replacement/rehabilitation of the assets. Owner shall provide an inventory of existing assets prior to the site visit. The assessments will include:
 - i. Structural: a Garver structural engineer will perform a visual structural analysis of the existing concrete structures. This concrete analysis will assess the structural integrity of the existing concrete structures at the WWTPs based on at-grade visual observations and record drawings of the existing structures.
 - ii. Electrical and Instrumentation: a Garver electrical engineer will perform a visual inspection of all above-grade electrical equipment including transformers, PLCs, MCCs, and distribution centers. The visual inspection will denote corrosion and replacement items.
 - iii. Process and Mechanical: a Garver process/mechanical engineer will perform a visual inspection of all process equipment related to the treatment processes. This visual inspection will denote corrosion, condition, and estimated end of useful life. Replacement and rehabilitation recommendations will be noted. Process performance, including a comparison to TCEQ TAC §217 regulations will be evaluated.
- b. Meet with Operations staff and establish treatment goals for the South WWTP and North WWTP

- c. Meet with Operations Staff and evaluate existing flow and loading to the two WWTPs. Consultant will use the past 5 years of data to determine the anticipated flows and loadings to the facility.
- d. The existing wastewater will be characterized by the Owner under the direction of Consultant with a targeted sampling plan. The sample parameters will be utilized in projecting future loading rates for processes. This is anticipated to include multiple samples, with the analysis of each sample including BOD, Soluble BOD, COD, Soluble COD, TSS, Ammonia (as N), Total Phosphorus, and Soluble Phosphorus. The Owner will conduct the sampling and pay the costs of laboratory testing.
- e. Assess and recommend necessary automation to provide reliable process controls
- f. Evaluate solids handling systems, including waste activated sludge storage and digestion capacity
- g. Evaluate train components for redundancy

Task 3 – Current Regulation Requirements

The Consultant will summarize and define the current regulations anticipated to affect the WWTPs.

- a. Review the current effluent discharge permit, currently proposed regulations, and how they may affect future operations
- b. Summarize current and anticipated permit conditions based on discussions with TCEQ. The results of stream modeling performed by TCEQ will be incorporated into the modeling scenarios evaluated in Task 4.
- c. Provide guidance on necessary process improvements needed to meet requirements throughout the planning period

Task 4 – Process Treatment Capacity Evaluation

The Consultant will develop a long-range process treatment alternative(s) to meet the regulatory requirements identified in Task 3 and meet operations treatment goals.

- a. Perform computer simulation modeling with BioWin process modeling software. The BioWin model will be used to evaluate the process treatment capacity of the entire plant under different regulatory scenarios. Separate model runs will be set up for the South WWTP and the North WWTP. The models will be calibrated based on the sampling data obtained in Task 2. The process modeling will also consider future nutrient removal regulations, and will develop scenarios to determine the lowest-cost nutrient removal option(s).
- b. Prepare a solids balance using the results of the modeling effort
- c. Determine the firm capacity and peak capacity of individual treatment processes using the results of the process models
- d. Identify process deficiencies for the various influent load and regulatory scenarios identified in Tasks 2 and 3.
- e. Evaluate a scenario to expand the capacity of the South WWTP from 1.0 MGD to 1.5 MGD.

Task 5 – Hydraulic Capacity Evaluation

The Consultant will develop and validate a hydraulic model to reflect current conditions and potential hydraulic limitations based upon the information developed in the previous tasks.

- a. Consultant will perform hydraulic modeling of the existing facility. Modeling will be done for average flows and peak flows, and will be based on record drawings. A determination of the boundary conditions of the hydraulic model will be developed. A separate hydraulic model will be developed for the South WWTP and the North WWTP.
- b. Develop hydraulic model, determine locations of flow restrictions, and recommend corrective measures to these restrictions, if any.
- c. Include all subsystems impacting the hydraulic profile (i.e., internal recirculation systems, etc.)

Task 6 – Electrical and SCADA Evaluation

- a. Evaluate condition of existing Supervisory Control and Data Acquisition (SCADA), Programmable Logic Controllers (PLC), and automation systems for consistent, reliable operation of the South WWTP and for the North WWTP.
- b. Evaluate emergency backup systems to allow for continued operation under adverse conditions.

Task 7 – Capital Improvement Planning Document

The Consultant will prepare a Capital Project Planning Memorandum summarizing the capital improvements needed at each facility, including the timing of improvements based on available funding and prioritization of needs. The document will include:

- a. Project Information Forms, each pertaining to a single project and summarizing in one page the relevant aspects for executive decision makers and elected leaders (including costs, schedule, project drivers and trigger(s), and the risks of not doing the project)
- b. Overall schedule of capital improvements
- c. Cash flow projections based on conceptual cost estimates and overall CIP schedule

Deliverables:

1. At the conclusion of Task 3, Consultant will prepare one Existing Conditions Technical Memorandum (TM) summarizing the results of Tasks 1-3 for both the South WWTP and the North WWTP. This deliverable will summarize the existing conditions for both plants and the regulatory requirements that will be used in the Basis of Design in subsequent tasks.
2. At the conclusion of Task 6, Consultant shall prepare and submit one WWTP Evaluation TM that will cover both the South WWTP and North WWTP, and will detail the required improvements to meet the near-term and long-term needs at each facility, based on the findings in Tasks 4-6.
3. At the conclusion of Task 7, Consultant shall prepare and submit one Capital Project Planning TM that will outline the prioritized needs and timing of required improvements at both plants.

15 hard copies of final document

PDF electronic copy of final document

Task 8 – Meetings and Council Presentation

- a. This task includes two (2) review meetings with city staff, to be held as conference calls. This task also includes preparation of a presentation and delivery of the presentation to the City Council.

- b. In addition to the two progress meeting calls, Consultant shall prepare and conduct a workshop with the Owner for review of the Existing Conditions TM before proceeding on to Task 4. The intent of the workshop is for Consultant to present information on the results of the condition assessments at the facilities, receive feedback from Owner on performance condition, consequence of failure, and BRE scoring, Consultant to present information received from TCEQ on future regulatory requirements, and receive feedback from the Owner on the proposed scenarios to be modeled in subsequent tasks.
- c. Consultant shall prepare and conduct a Funding Workshop with the Owner to determine funding sources available for the projects identified in Task 7. This may also include outside funding sources, such as grants or loans identified in Task 9.

Task 9 – Funding

- a. Evaluate Grant Feasibility: Consultant shall review a list of factors to determine which grants should be pursued. Factors include cost share, funding limitation, application length, administrative requirements, etc. Consultant shall meet with City staff to discuss and establish a criteria for determining which grants should be pursued.
- b. Prepare Grant Application: grant applications will vary in length. Generally the higher the funding offered, the more in-depth the grant application. For most grants that would be feasible for the Owner, it is estimated that the average grant will require two to three weeks for gathering the needed information, preparing the supporting documents, and writing the grant application.
- c. Grant Submission: the Owner must submit the grant applications directly to the funding agency. Federal grants normally require a City Resolution that clearly identifies and approves the submission of the grant and its intended purpose. Most funding sources have electronic submission and some site registrations may be needed. Each submission requires a named Owner contact. The contact should be the person that can answer questions about the grant application, details, financial questions, and access supporting documents. Minimal assistance from the Consultant is anticipated for this task.
- d. Grant Administration: once the Owner is notified that they have been selected for an award, the grant documentation system will need to be developed. Grant administration is not included in this scope of work.
- e. Evaluation of Loan Programs: Consultant shall review the Owner's funding circumstances for CIP projects and develop recommendations for State Revolving Fund (SRF) loan applications, concurrent with Task 7. The SRF loan program requires a repayment plan that demonstrates the Owner's ability to meet the loan's repayment obligations through water/sewer rates and/or other funding sources.
- f. This scope of work assumes up to two (2) grant and/or loan assistance programs will be applied for, and it includes the effort to assist the Owner with the application documents and attachments. Once successful in obtaining grant(s) and/or loan(s), the grant or loan administration would be additional services.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

1. Design and sizing of expansions to the WWTPs
2. Updating Wastewater System Master Plan
3. Survey of existing facilities for hydraulic capacity evaluation
4. Sampling, testing, or analysis of any kind (by Consultant)
5. Preparation of TCEQ permitting documents
6. Stress testing associated with the capacity assessment
7. Laboratory testing of liquids and solids
8. Evaluation of Biosolids Reuse and Disposal
9. Dynamic modeling (diurnal flows)
10. Design of recommended improvements
11. Accompanying the Owner's personnel when meeting with the Texas Commission on Environmental Quality, U.S. Environmental Protection Agency or other regulatory agencies during the course of the Project. Consultant will assist the Owner's personnel on an as-needed basis in preparing compliance schedules, progress reports, and providing general technical support for the Owner's compliance efforts.
12. Assisting Owner or Contractor in the defense of prosecution of litigation in connection with or in addition to those services contemplated by the Agreement. Such services, if any, will be furnished by consultant on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
13. Grant and/or loan administration services.
14. Providing professional services associated with the discovery of any hazardous waste or materials in the project site.

Exhibit B

City of Kingsville WWTP Performance Evaluation

FEE SUMMARY

Basic Services Section	Estimated Fees
Evaluate WWTP Flows and Loads	\$ 7,222.00
Facilities Site Evaluation/Reliability Criteria	\$ 43,990.00
Current Regulation Requirements	\$ 24,008.00
Process Treatment Capacity Evaluation	\$ 37,356.00
Hydraulic Capacity Evaluation	\$ 33,940.00
Electrical and SCADA Evaluation	\$ 27,704.00
Capital Improvement Planning Document	\$ 37,736.00
Meetings and Council Presentation	\$ 38,678.00
Subtotal for Basic Services Section	\$ 250,634.00
Additional Services Section	Estimated Fees
Funding (Up to 100 hours at T1 rate)	\$ No Charge
Subtotal for Additional Services Section	\$ -
Total All Services	\$ 250,634.00



**EXHIBIT C
(INSURANCE)**

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

Worker's Compensation	Statutory Limit
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	\$500,000
General Liability	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Each Claim Made	\$1,000,000
Annual Aggregate	\$2,000,000

AGENDA ITEM #7

City of Kingsville Downtown

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Alicia Tijerina, Interim Downtown Manager

DATE: September 17, 2021

SUBJECT: Request for City Support for Events & Parades

Summary:

The City Commission has a tradition of granting support for certain community parades and events that are held each year downtown. Instead of bringing these as individual agenda items, it is requested that the City Commission waive the street closing fees and support costs for the attached listing of parades and events for this fiscal year.

Background:

For any event requiring temporary closure of one or more streets, City ordinances require a fee to be paid for the requisite street closure(s) and require that City be reimbursed any actual costs and expenses incurred by them in support of the event. Ordinances also allow the City Commission to waive these requirements. Event organizers are still required to comply with all City ordinances and state laws with regards to health and safety issues. And are still required to submit a request for a permit for the required street closure(s).

Financial Impact:

The total parade/event costs to the City for FY 2021-2022 is \$10,560 of which \$150 are street closing fees.

Recommendation:

It is recommended that street closing fees be waived and the services provided by the City in support of these parades and events be considered as in-kind sponsorship.

DOWNTOWN PARADES AND EVENTS FY 2021-2022 REQUIRING STREET CLOSINGS

Main Street Monthly Wine Walk, Sat., Oct. 23, 2021, 2-6pm Kleberg Avenue

Imagine the Possibilities Tour, Sat., Oct. 23, 2021, 4pm, Kleberg Avenue

TAMUK Homecoming Parade, Thurs., Oct. 28, 2021, 6 pm, Kleberg Avenue

Veteran's Day Parade, Thurs., Nov. 11, 2021, 5 pm Kleberg Avenue

Ranch Hand Festival, Tree lighting, Wine Walk & Street Dance, Fri., Nov. 19, 2021, 5-10 pm,
100-300 blocks E. Kleberg

Ranch Hand Festival, Sat., Nov. 20, 2021, 9 am – 4 pm, Downtown centered at 6th & Kleberg

Children's Day, Sat., Dec. 4, 2021, 10:30 am – 2:30 pm, Alarcon St. & Downtown Pavilion

La Posada de Kingsville Parade, Dec. 4, 2021, 7 pm, Kleberg Avenue

Main Street Monthly Wine Walk, 4th Saturday of each month Jan.-May 2021, 2-6pm Kleberg
Avenue

Kleberg-Kenedy County Junior Livestock Show Parade, Sat., Jan 14, 2022, 10 am, Kleberg Ave.

MLK Day Parade & Celebration, Mon., Jan. 17, 2022, 11 am, Kleberg Ave.

PDAP (Palmer Drug Abuse Program) Drug Free Walk, Sat., April 23, 2022, 12pm, Yoakum Ave.

Festival de la Loteria, Sat., April 23, 2022, 10 am – 4 pm, Kleberg Ave.

4th of July Parade & Concert Celebration, Mon., July 4, 2022, 10 am, Kleberg Ave. & Downtown
Pavilion

Fiesta de Paloma, Sat., Sept. 2022, 11 am – 2 pm, 200 block of E. Kleberg Ave. (Date TBD)

HM King High School Homecoming Parade, Sept. 2022, 6:30 pm, Kleberg Ave. (Actual date TBD)

PARADE COSTS TO THE CITY FY 2021-2022

Community Parades (6)

TAMUK Homecoming Parade, Oct. 28, 2021

Veteran's Day Parade, Nov. 11, 2021

Kleberg-Kenedy County Junior Livestock Show Parade, Jan. 14, 2022

MLK Day Parade, Jan 17, 2022

4th of July Parade, July 4, 2022

HM King High School Homecoming Parade, Sept/October. 2022 Date TBD

Public Works

Barricades: Build-up & Tear-down \$17/hr. (10 men/6 hrs) = \$1,020

Parade permit = 0

Cost of \$1,020 per parade

Christmas Parade (1)

La Posada Parade & Children's Day, Dec. 4, 2021

Public Works

Barricades: Build-up & Tear-down \$17/hr. (15 men/6hrs) = \$1,530

Trash & Recycling: Delivery/Pickup/Dumping \$6 (x20) = \$120

Dumpsters: \$30 (x3) = \$90

Parade permit = \$0

Cost of \$1,740

Total parade costs \$7,860

EVENT COSTS TO THE CITY FY 2021 – 2022

COMMUNITY EVENT (12)

Kingsville Wine Walk, October 23, 2021, January through May 2022 (4th Saturday of the month)

Public Works

Barricades: Build-up & Tear-down \$17/hr (3men/4hrs) x 2 = \$204

Trash & Recycling: Delivery/Pickup/Dumping \$6 each x 3 containers x 2 = \$36

Street closing permit for large events = \$0

Cost of \$240

Imagine the Possibilities Tour, October 23, 2021 (To run during Monthly Wine Walk)

Public Works

Barricades: Build-up & Tear-down = \$0

Trash & Recycling: Delivery/Pickup/Dumping = \$0

Street closing permit for large events = \$0

Cost of \$0

Ranch Hand Festival, Nov. 19-20, 2021

Public Works

Barricades: Build-up & Tear-down \$17/hr (10men/8hrs) = \$1,530

Trash & Recycling: Delivery/Pickup/Dumping

Cost of \$1,530

PDAP Walk, April 23, 2022 (Tentative Date)

Public Works

Barricades: Build-up & Tear-down \$17/hr (3men/4hrs) = \$204

Trash & Recycling: Delivery/Pickup/Dumping \$6 each x 3 containers x 2 = \$36

Street closing permit for large events = \$0

Cost of \$240

Festival de la Loteria, April 23, 2022 (Tentative Date)

Public Works

Barricades: Build-up & Tear-down \$17/hr (3men/4hrs) = \$204

Trash & Recycling: Delivery/Pickup/Dumping \$6 each x 3 containers x 2 = \$36

Street closing permit for large events = \$0

Cost of \$240

4th of July Concert, July 4, 2022

Public Works

Barricades: Build-up & Tear-down \$0 (will be left out from previous day)

Street Closing Event permit = \$150

Trash & Recycling: Delivery/Pickup/Dumping \$6 each x 10 containers = \$60

Cost of \$210

Festival de Paloma, September 2022 (Date TBD)

Public Works

Barricades: Build-up & Tear-down \$17/hr (3men/4hrs) = \$204

Trash & Recycling: Delivery/Pickup/Dumping \$6 each x 3 containers x 2 = \$36

Street closing permit for large events = \$0

Cost of \$240

Total Event costs \$2,700

AGENDA ITEM #8

**City of Kingsville
Parks & Recreation Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Susan Ivy, Parks Director

DATE: September 1, 2021

SUBJECT: Agenda Request – Receipt of donation from Brookshire Foundation and Bright Stars Child Development Center

Summary: We are requesting that Commission authorize the receipt of up to \$3,750 in additional revenue received by Parks Department for Transportations costs for summer camp and Movie in the Park Sponsorship.

Background: For many years Brookshire Foundation has contributed to the costs of our summer camps. They approved \$3,300 this year to help us offset the cost of transportation and equipment needs. We also received a movie sponsorship from Bright Stars Child Development Center in the amount of \$450.00.

Financial Impact: These donations will increase our funding for recreational needs in the amount of \$3,750 and will be recorded to line item 001-5-4513-31499.

Recommendation: We ask that Commission authorize the receipt of up to \$3,750.00 in donations and approve the associated budget amendment needed to record the funds in the Parks Department line items as shown above.



AGENDA ITEM #9

**City of Kingsville
Parks & Recreation Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Susan Ivy, Parks Director

DATE: September 1, 2021

SUBJECT: Agenda Request – Receipt of donation from Brookshire Foundation and Bright Stars Child Development Center

Summary: We are requesting that Commission authorize the receipt of up to \$3,750 in additional revenue received by Parks Department for Transportations costs for summer camp and Movie in the Park Sponsorship.

Background: For many years Brookshire Foundation has contributed to the costs of our summer camps. They approved \$3,300 this year to help us offset the cost of transportation and equipment needs. We also received a movie sponsorship from Bright Stars Child Development Center in the amount of \$450.00.

Financial Impact: These donations will increase our funding for recreational needs in the amount of \$3,750 and will be recorded to line item 001-5-4513-31499.

Recommendation: We ask that Commission authorize the receipt of up to \$3,750.00 in donations and approve the associated budget amendment needed to record the funds in the Parks Department line items as shown above.



ORDINANCE NO. 2021-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2020-2021 BUDGET TO ACCEPT AND EXPEND DONATIONS FROM BROOKSHIRE FOUNDATION AND BRIGHT STAR CHILD DEVELOPMENT CENTER FOR RECREATION PROGRAMS.

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 2020-2021 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 – General Fund					
<u>Revenues</u>					
4513	Recreation	Park Donations	58003	\$3,750	
<u>Expenditures</u>					
4513	Recreation	Recreation	31499	\$3,750	

[To amend the City of Kingsville FY 20-21 Budget to accept and expend donations from the Brookshire Foundation and Bright Star Development Center for recreation programs. Funds will come from the donations received.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 27th day of September 2021.

PASSED AND APPROVED on this the 12th day of October 2021.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #10

**City of Kingsville
Police Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Ricardo Torres, Chief of Police

DATE: September 13, 2021
Originally Approved March 9, 2021 (Resolution #2021-16)

SUBJECT: 2022 Local Border Security Program (LBSP)

Summary:

The Kingsville Police Department has been awarded the 2022 Local Border Security Program (LBSP). The grant period is from 09/01/2021 to 08/31/2022. Our application #2994107 was awarded \$78,000.00 to be used to cover personnel costs.

Background:

Operation Border Star centers on the use of intelligence to increase the effectiveness of federal, state, and local law enforcement assets. The purpose of the program is to sustain interagency law enforcement operations and enhance local law enforcement patrols to facilitate directed actions to deter and interdict criminal activity. Program participants shall assist in the execution of coordinated border security operations in an effort to:

1. Increase the effectiveness and impact of Steady State and Surge Operations.
2. Reduce border-related criminal activity in Texas.
3. Implement and increase the effectiveness of operational methods, measures, and techniques for outbound/southbound operations.
4. Decrease the supply of drugs smuggled into and through Texas from Mexico.
5. Disrupt and deter operations of gang and cartel criminal organizations.
6. Decrease specifically targeted tactics (such as conveyance methods) for drugs in the Texas border region.
7. Decrease use of specific areas for crime as targeted in directed action missions.
8. Increase the effectiveness of air operations mission planning and prioritization.
9. Increase the coordination and integration of air-ground team operations to include Texas Military Forces (TMF) aviation, United States Customs and Border Protection



City of Kingsville Police Department

(USCBP) Air and Marine, Texas Department of Public Safety (DPS) Aircraft Division, and United States Coast Guard (USCG) aviation support.

10. Increase the effectiveness of directed action missions based upon intelligence and analysis to ensure they target the most serious threats and are conducted in high pay-off areas.
11. Increase the number and quality of analytical intelligence products developed at the Unified Command and state levels.
12. Increase intelligence-based operations at the Unified Command level through integration of TxMap, sector specific information, and intelligence analysis.

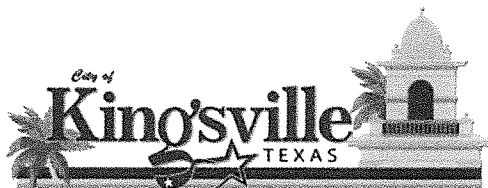
Financial Impact:

The grant for "Operation Border Star" is a reimbursement type and does not require any cash match.

Recommendation:

The City of Kingsville Commission issued Resolution #2021-16 authorizing our application, for participation, and acceptance of funds when awarded. Since this award will be expended during the next fiscal cycle we request a resolution authorizing acceptance as well as a budget amendment for acceptance and eventual expenditure of the award.

Please place this on the next available agenda. Thank you for your assistance regarding this matter.





GOVERNOR GREG ABBOTT

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <https://eGrants.gov.texas.gov> and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the Grantee Conditions and Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer HSGD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program

Nancy N Carrales

Nancy N. Carrales
Executive Director
Homeland Security Grants Division

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 E, Division 4 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:

Grant Number:	2994107	Award Amount:	\$78,000.00
Date Awarded:	9/13/2021	Grantee Cash Match:	\$0.00
Grant Period:	09/01/2021 - 08/31/2022	Grantee In Kind Match:	\$0.00
Liquidation Date:	11/29/2022	Total Project Cost:	\$78,000.00
Program Fund:	BL-Local Border Security Program (LBSP)		
Grantee Name:	Kingsville, City of		
Project Title:	Local Border Security Program		
Grant Manager:	Lynne Crow		
DUNS Number:	618308118		

CFDA: N/A

Federal Awarding Agency: N/A - State Funds

Federal Award Date: N/A - State Funds

Federal/State Award ID Number: 2022-BL-ST-0016

Total Federal Award/State Funds Appropriated: \$5,100,000.00

Pass Thru Entity Name: Texas Office of the Governor – Homeland Security Grants Division (HSGD)

Is the Award R&D: No

Federal/State Award Description: Grants for local law enforcement agencies to support Operation Border Star. The grant funds may also support the humane processing of remains of undocumented migrants, when specifically

awarded for that purpose.



Office of the Governor

Public Safety Office

Criminal Justice Division &
Homeland Security Grants Division

Grantee Standard Conditions and Responsibilities

September 2021

About This Document

In this document, grantees (also referred to as subrecipients) will find state and federal requirements and conditions applicable to grant funds administered by the Office of the Governor (OOG). These requirements and conditions are incorporated into the Grant Agreement accepted by a grant's Authorized Official.

These requirements are in addition to those that can be found on the eGrants system – including the Grant Application and Grant Award – or in documents identified there, to which grantees agreed when applying for and accepting the grant. Other state and federal requirements and conditions may apply to your grant, 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 E, Division 4 of the Texas Administrative Code; the Texas Grant Management Standards (TxGMS) published by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made; for federal funding, the Funding Announcement or Solicitation under which OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice (DOJ), 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. OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the grantee.

It is important for grantees to review all of these policies to successfully manage their grant, maintain eligibility for funding, and avoid violating the terms of the Grant Agreement, any of which could result in the revocation of funding or other actions.

For clarification or further information, please see the Guide to Grants and other support materials at <https://eGrants.gov.texas.gov> or contact the grant manager assigned to the relevant grant. If no grant manager has been assigned, please contact the eGrants help desk via email at: eGrants@gov.texas.gov, or via telephone at: (512) 463-1919 or dial 7-1-1 for relay services.

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1 Grant Agreement Requirements and Conditions

1.1 *Applicability of Grant Agreement and Provisions*

The Grant Agreement is intended to be the 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 Grant Agreement.

If any term or provision of this Grant Agreement is found to be invalid or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The invalid term or invalid provision shall be deemed severable and stricken from the Grant Agreement as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the grant close-out, maximum liability of OOG, cooperation and provision of additional information, return of grant funds, audit rights, records retention, public information, disclaimers and limitation of liability, indemnification, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

1.2 *Legal Authority to Apply*

The grantee certifies that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been or will be 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.

1.3 *Amendments and Changes to the Grant Agreement*

OOG and the grantee may agree to make adjustments to the grant budget and detailed budget as documented in eGrants. Adjustments include, but are not limited to, modifying the scope of the grant project, adding funds to previously un-awarded cost items or categories, or changing funds in any awarded cost items or category or changing grant officials. OOG, at its sole discretion, and upon written notice by OOG to the grantee of any proposed adjustment, and after the grantee has had an opportunity to respond to the proposed adjustment, may adjust the grantee's Budget, Grant Narrative, Special Conditions, Period of Performance, and/or any other items as deemed appropriate by OOG, at any time, during the term of this Grant Agreement.

The grantee has no right or entitlement to reimbursement with grant funds. OOG and grantee agree that any act, action or representation by either Party, their agents or employees that purports to waive or alter the terms of the Grant Agreement or increase the maximum liability of OOG is void unless a written amendment to this Grant Agreement is first executed and documented in eGrants. The grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of OOG in excess of the "Maximum Liability of the OOG" as set forth in the Statement of Grant Award (SOGA).

Any alterations, additions, or deletions to the terms of this Grant Agreement must be documented in eGrants to be binding upon the Parties.

1.4 General Responsibility

The grantee is responsible for the integrity of the fiscal and programmatic management of the grant project; accountability for all funds awarded; and compliance with OOG administrative rules, policies and procedures, and applicable federal and state laws and regulations.

Grant funds may be used only for the purposes in the grantee's approved application. The recipient shall not undertake any work or activities that are not described in the grant application, and that use staff, equipment, or other goods or services paid for with grant funds, without prior written approval from OOG.

The grantee will maintain an appropriate financial management and grant administration system to ensure that all terms, conditions and specifications of the grant are met.

1.5 Terms and Conditions

The grantee will comply with the terms and conditions as set forth and required in the funding announcement under which the approved application was submitted, the application, and award in eGrants. Notwithstanding the imposition of corrective actions, financial hold, and/or sanctions, the grantee remains responsible for complying with these 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 the grant agreement. The failure of OOG to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of OOG's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this grant agreement shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this grant agreement.

To the extent the terms and conditions of this grant agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this grant agreement and in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed this grant 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 grant agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the grant agreement.

1.6 Special Conditions

Special Conditions may be imposed by OOG, at its sole discretion and at any time, without amending this Grant Agreement. Failure by OOG to provide notice does not absolve grantee of compliance with any special conditions. OOG may place grantee on immediate financial hold, without further notice, until all Special Conditions, if any, are met.

1.7 Public Information

Notwithstanding any provisions of this Grant Agreement to the contrary, the 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 “PIA”). The grantee acknowledges that OOG will comply with the PIA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.

The grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to OOG, is subject to the PIA, whether created or produced by the grantee or any third party, and the grantee agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to OOG or State of Texas. The grantee will cooperate with OOG in the production of documents or information responsive to a request for information.

Information provided by or on behalf of the grantee under, pursuant to, or in connection with this Grant Agreement that the grantee considers proprietary, financial, trade secret, or otherwise confidential information (collectively “Confidential Information”) shall be designated as such when it is provided to OOG or State of Texas or any other entity in accordance with this Grant Agreement. Merely making a blanket claim that the all documents are protected from disclosure because they may contain some proprietary or confidential information may 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. OOG agrees to notify the grantee in writing within a reasonable time from receipt of a request for information covering the grantee’s Confidential Information. OOG will make a determination whether to submit a Public Information Act request to the Attorney General.

The grantee agrees to maintain the confidentiality of information received from OOG or State of Texas during the performance of this Grant Agreement, including information which discloses confidential personal information particularly, but not limited to, personally identifying information, personal financial information and social security numbers.

The grantee must immediately notify and provide a copy to OOG of any Public Information Request or other third-party request for the disclosure of information it receives related to this Grant award.

1.8 Remedies for Non-Compliance

If OOG determines that the grantee materially fails to comply with any term of this grant agreement, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or any other applicable requirement, OOG, in its sole discretion and consistent with any applicable OOG Administrative Rules, may take actions including:

1. Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by OOG;
2. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
3. Disallowing claims for reimbursement;
4. Wholly or partially suspending or terminating this grant;
5. Requiring return or offset of previous reimbursements;
6. Prohibiting the grantee from applying for or receiving additional funds for other grant programs administered by OOG until repayment to OOG is made and any other compliance or audit finding is satisfactorily resolved;
7. Reducing the grant award maximum liability of OOG;

8. Terminating this Grant Agreement;
9. Imposing a corrective action plan;
10. Withholding further awards; or
11. Taking other remedies or appropriate actions.

The grantee costs resulting from obligations incurred during a suspension or after termination of this grant are not allowable unless OOG expressly authorizes them in the notice of suspension or termination or subsequently.

OOG, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

1.9 False Statements by Grantee

By acceptance of this grant agreement, the grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this grant agreement. If applicable, the grantee will comply with the requirements of 31 USC § 3729, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties, or guarantees are false or if the grantee signs or executes the grant agreement with a false statement or it is subsequently determined that the grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this grant agreement, then OOG may consider this act a possible default under this grant agreement and may terminate or void this grant agreement for cause and pursue other remedies available to OOG under this grant agreement and applicable law. False statements or claims made in connection with OOG grants may result in fines, imprisonment, and debarment from participating in federal grants or contract, and/or other remedy available by law, potentially including the provisions of 38 USC §§ 3801-3812, which details the administrative remedies for false claims and statements made.

1.10 Conflict of Interest Safeguards

The grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The grantee will operate with complete independence and objectivity without actual, potential, or apparent conflict of interest with respect to its performance under this Grant Agreement.

The grantee must disclose, in writing, within fifteen (15) calendar days of discovery, any existing, actual or potential conflicts of interest relative to its performance under this Grant Agreement.

The grantee is and shall remain in compliance during the term of this Grant Agreement with Texas Government Code, Section 669.003, Contracting with Executive Head of State Agency; and Section 572, Employment of Former State Officer or Employee of State Agency. The grantee certifies that it is not ineligible to receive this Grant Agreement under Texas Government Code, section 2155.004, regarding the financial participation by a person who received compensation from OOG or another state agency to participate in preparing the specifications or request for proposals on which the bid or contract is based, and acknowledges that this Grant Agreement may be terminated and payment withheld if this certification is inaccurate.

The grantee has not given or offered to give, nor does the grantee 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 or employee of OOG, at any time during the award of this grant or in connection with this Grant Agreement, except as allowed under relevant state or federal law. The grantee nor its personnel or entities employed in rendering services under this grant agreement have, nor shall they knowingly acquire, any interest that would be adverse to or conflict in any manner with the performance of the grantee's obligations under this grant agreement.

1.11 Fraud, Waste, and Abuse

- A. The grantee understands that OOG does not tolerate any type of fraud, waste, or misuse of funds received from OOG. 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. The grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

In the event grantee becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from OOG that is made against the grantee, the grantee is required to immediately notify OOG of said allegation or finding and to continue to inform OOG of the status of any such on-going investigations. The grantee must also promptly refer to OOG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Grantees must also immediately notify OOG in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify OOG in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits, or indictments to OOG. If a federal or state court or administrative agency renders a judgement or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgement or order to OOG.

The grantee is expected to report any possible fraudulent or dishonest acts, waste, or abuse to 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.

- B. Restrictions and certifications regarding non-disclosure agreements and related matters. No grantee or subgrantee under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information),

Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient:
 - a. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to OOG, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that federal agency.
2. If the recipient does or is authorized under this award to make subawards ("subgrants") or procurement contracts, or both:
 - a. It represents that:
 - i. It has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - ii. It has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - b. It certifies that, if it learns or is notified that any subgrantee, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to OOG, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by OOG.

These provisions apply to all grantees and subgrantees or subcontractors.

1.12 Dispute Resolution

The Parties' representatives will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by OOG, the grantee shall continue performance and shall not be excused from performance during the period any breach of Grant Agreement claim or dispute is pending.

The laws of the State of Texas govern this Grant Agreement and all disputes arising out of or relating to

RESOLUTION #2021-_____

A RESOLUTION ACCEPTING AWARD OF FUNDS FOR LOCAL BORDER SECURITY PROGRAM FY2022 FROM THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE FOR LAW ENFORCEMENT PERSONNEL COSTS, FUEL, AND EQUIPMENT; AUTHORIZING THE CHIEF OF POLICE TO ACT ON THE CITY'S BEHALF WITH SUCH PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Local Border Security Program (LBSP) FY2022 has funding to provide additional manpower by local law enforcement agencies for state led border security enhancement operations for improved border security via a grant to local law enforcement agencies for payment of personnel costs, fuel, and equipment for local law enforcement officers (commissioned peace officers); and

WHEREAS, the Office of the Governor is providing grants through funding from Local Border Security Program FY2022; and

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

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

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

WHEREAS, the City Commission of the City of Kingsville via Resolution #2021-16 on March 22, 2021 approved the submission of the application and designated the Kingsville Chief of Police as the grantee's authorized official with the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency;

WHEREAS, the City was recently notified that its application was awarded \$78,000.00 and does not require a cash match.

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

I.

THAT the City accepts the \$78,000 award and authorizes the Kingsville Police Department through the Chief of Police to participate in Local Border Security Program FY2022 and to seek reimbursement for the allowed expenses of law enforcement personnel costs, fuel, and equipment necessary to assist with improved border security in our area in conformance with this program. The City approved the application and acceptances any LBSP grant funds that the Office of the Governor, Public Safety Office, Homeland Security Grants Division allows for the period of performance of September 1, 2021 through August 31, 2022.

II.

THAT the Chief of Police is hereby authorized and directed to act on the City's behalf in all matters pertaining to Local Border Security Program FY2022 including any certifications, amendments or representations stipulated therein and that the Chief of Police will administer the program and execute and submit all certifications, reports, or contracts necessary for the administration and expenditure of such program.

III.

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

PASSED AND APPROVED by a majority vote of the City Commission on the 27th day of September, 2021.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #11

Budget Am.

**City of Kingsville
Police Department**

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: Ricardo Torres, Chief of Police
DATE: September 13, 2021
Originally Approved March 9, 2021 (Resolution #2021-16)
SUBJECT: 2022 Local Border Security Program (LBSP)

Summary:

The Kingsville Police Department has been awarded the 2022 Local Border Security Program (LBSP). The grant period is from 09/01/2021 to 08/31/2022. Our application #2994107 was awarded \$78,000.00 to be used to cover personnel costs.

Background:

Operation Border Star centers on the use of intelligence to increase the effectiveness of federal, state, and local law enforcement assets. The purpose of the program is to sustain interagency law enforcement operations and enhance local law enforcement patrols to facilitate directed actions to deter and interdict criminal activity. Program participants shall assist in the execution of coordinated border security operations in an effort to:

1. Increase the effectiveness and impact of Steady State and Surge Operations.
2. Reduce border-related criminal activity in Texas.
3. Implement and increase the effectiveness of operational methods, measures, and techniques for outbound/southbound operations.
4. Decrease the supply of drugs smuggled into and through Texas from Mexico.
5. Disrupt and deter operations of gang and cartel criminal organizations.
6. Decrease specifically targeted tactics (such as conveyance methods) for drugs in the Texas border region.
7. Decrease use of specific areas for crime as targeted in directed action missions.
8. Increase the effectiveness of air operations mission planning and prioritization.
9. Increase the coordination and integration of air-ground team operations to include Texas Military Forces (TMF) aviation, United States Customs and Border Protection



City of Kingsville Police Department

(USCBP) Air and Marine, Texas Department of Public Safety (DPS) Aircraft Division, and United States Coast Guard (USCG) aviation support.

10. Increase the effectiveness of directed action missions based upon intelligence and analysis to ensure they target the most serious threats and are conducted in high pay-off areas.
11. Increase the number and quality of analytical intelligence products developed at the Unified Command and state levels.
12. Increase intelligence-based operations at the Unified Command level through integration of TxMap, sector specific information, and intelligence analysis.

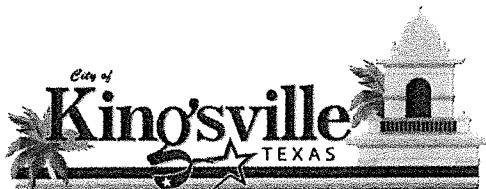
Financial Impact:

The grant for "Operation Border Star" is a reimbursement type and does not require any cash match.

Recommendation:

The City of Kingsville Commission issued Resolution #2021-16 authorizing our application, for participation, and acceptance of funds when awarded. Since this award will be expended during the next fiscal cycle we request a resolution authorizing acceptance as well as a budget amendment for acceptance and eventual expenditure of the award.

Please place this on the next available agenda. Thank you for your assistance regarding this matter.





GOVERNOR GREG ABBOTT

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <https://eGrants.gov.texas.gov> and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the Grantee Conditions and Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer HSGD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program

Nancy N Carrales

Nancy N. Carrales
Executive Director
Homeland Security Grants Division

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 E, Division 4 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:

Grant Number:	2994107	Award Amount:	\$78,000.00
Date Awarded:	9/13/2021	Grantee Cash Match:	\$0.00
Grant Period:	09/01/2021 - 08/31/2022	Grantee In Kind Match:	\$0.00
Liquidation Date:	11/29/2022	Total Project Cost:	\$78,000.00
Program Fund:	BL-Local Border Security Program (LBSP)		
Grantee Name:	Kingsville, City of		
Project Title:	Local Border Security Program		
Grant Manager:	Lynne Crow		
DUNS Number:	618308118		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2022-BL-ST-0016
Total Federal Award/State Funds Appropriated:	\$5,100,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)
Is the Award R&D:	No
Federal/State Award Description:	Grants for local law enforcement agencies to support Operation Border Star. The grant funds may also support the humane processing of remains of undocumented migrants, when specifically

awarded for that purpose.



Office of the Governor

Public Safety Office

Criminal Justice Division &
Homeland Security Grants Division

Grantee Standard Conditions and Responsibilities

September 2021

About This Document

In this document, grantees (also referred to as subrecipients) will find state and federal requirements and conditions applicable to grant funds administered by the Office of the Governor (OOG). These requirements and conditions are incorporated into the Grant Agreement accepted by a grant's Authorized Official.

These requirements are in addition to those that can be found on the eGrants system – including the Grant Application and Grant Award – or in documents identified there, to which grantees agreed when applying for and accepting the grant. Other state and federal requirements and conditions may apply to your grant, 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 E, Division 4 of the Texas Administrative Code; the Texas Grant Management Standards (TxGMS) published by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made; for federal funding, the Funding Announcement or Solicitation under which OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice (DOJ), 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. OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the grantee.

It is important for grantees to review all of these policies to successfully manage their grant, maintain eligibility for funding, and avoid violating the terms of the Grant Agreement, any of which could result in the revocation of funding or other actions.

For clarification or further information, please see the Guide to Grants and other support materials at <https://eGrants.gov.texas.gov> or contact the grant manager assigned to the relevant grant. If no grant manager has been assigned, please contact the eGrants help desk via email at: eGrants@gov.texas.gov, or via telephone at: (512) 463-1919 or dial 7-1-1 for relay services.

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1 Grant Agreement Requirements and Conditions

1.1 *Applicability of Grant Agreement and Provisions*

The Grant Agreement is intended to be the 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 Grant Agreement.

If any term or provision of this Grant Agreement is found to be invalid or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The invalid term or invalid provision shall be deemed severable and stricken from the Grant Agreement as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the grant close-out, maximum liability of OOG, cooperation and provision of additional information, return of grant funds, audit rights, records retention, public information, disclaimers and limitation of liability, indemnification, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

1.2 *Legal Authority to Apply*

The grantee certifies that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been or will be 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.

1.3 *Amendments and Changes to the Grant Agreement*

OOG and the grantee may agree to make adjustments to the grant budget and detailed budget as documented in eGrants. Adjustments include, but are not limited to, modifying the scope of the grant project, adding funds to previously un-awarded cost items or categories, or changing funds in any awarded cost items or category or changing grant officials. OOG, at its sole discretion, and upon written notice by OOG to the grantee of any proposed adjustment, and after the grantee has had an opportunity to respond to the proposed adjustment, may adjust the grantee's Budget, Grant Narrative, Special Conditions, Period of Performance, and/or any other items as deemed appropriate by OOG, at any time, during the term of this Grant Agreement.

The grantee has no right or entitlement to reimbursement with grant funds. OOG and grantee agree that any act, action or representation by either Party, their agents or employees that purports to waive or alter the terms of the Grant Agreement or increase the maximum liability of OOG is void unless a written amendment to this Grant Agreement is first executed and documented in eGrants. The grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of OOG in excess of the "Maximum Liability of the OOG" as set forth in the Statement of Grant Award (SOGA).

Any alterations, additions, or deletions to the terms of this Grant Agreement must be documented in eGrants to be binding upon the Parties.

1.4 General Responsibility

The grantee is responsible for the integrity of the fiscal and programmatic management of the grant project; accountability for all funds awarded; and compliance with OOG administrative rules, policies and procedures, and applicable federal and state laws and regulations.

Grant funds may be used only for the purposes in the grantee's approved application. The recipient shall not undertake any work or activities that are not described in the grant application, and that use staff, equipment, or other goods or services paid for with grant funds, without prior written approval from OOG.

The grantee will maintain an appropriate financial management and grant administration system to ensure that all terms, conditions and specifications of the grant are met.

1.5 Terms and Conditions

The grantee will comply with the terms and conditions as set forth and required in the funding announcement under which the approved application was submitted, the application, and award in eGrants. Notwithstanding the imposition of corrective actions, financial hold, and/or sanctions, the grantee remains responsible for complying with these 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 the grant agreement. The failure of OOG to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of OOG's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this grant agreement shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this grant agreement.

To the extent the terms and conditions of this grant agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this grant agreement and in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed this grant 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 grant agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the grant agreement.

1.6 Special Conditions

Special Conditions may be imposed by OOG, at its sole discretion and at any time, without amending this Grant Agreement. Failure by OOG to provide notice does not absolve grantee of compliance with any special conditions. OOG may place grantee on immediate financial hold, without further notice, until all Special Conditions, if any, are met.

1.7 Public Information

Notwithstanding any provisions of this Grant Agreement to the contrary, the 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 "PIA"). The grantee acknowledges that OOG will comply with the PIA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.

The grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to OOG, is subject to the PIA, whether created or produced by the grantee or any third party, and the grantee agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to OOG or State of Texas. The grantee will cooperate with OOG in the production of documents or information responsive to a request for information.

Information provided by or on behalf of the grantee under, pursuant to, or in connection with this Grant Agreement that the grantee considers proprietary, financial, trade secret, or otherwise confidential information (collectively "Confidential Information") shall be designated as such when it is provided to OOG or State of Texas or any other entity in accordance with this Grant Agreement. Merely making a blanket claim that the all documents are protected from disclosure because they may contain some proprietary or confidential information may 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. OOG agrees to notify the grantee in writing within a reasonable time from receipt of a request for information covering the grantee's Confidential Information. OOG will make a determination whether to submit a Public Information Act request to the Attorney General.

The grantee agrees to maintain the confidentiality of information received from OOG or State of Texas during the performance of this Grant Agreement, including information which discloses confidential personal information particularly, but not limited to, personally identifying information, personal financial information and social security numbers.

The grantee must immediately notify and provide a copy to OOG of any Public Information Request or other third-party request for the disclosure of information it receives related to this Grant award.

1.8 Remedies for Non-Compliance

If OOG determines that the grantee materially fails to comply with any term of this grant agreement, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or any other applicable requirement, OOG, in its sole discretion and consistent with any applicable OOG Administrative Rules, may take actions including:

1. Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by OOG;
2. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
3. Disallowing claims for reimbursement;
4. Wholly or partially suspending or terminating this grant;
5. Requiring return or offset of previous reimbursements;
6. Prohibiting the grantee from applying for or receiving additional funds for other grant programs administered by OOG until repayment to OOG is made and any other compliance or audit finding is satisfactorily resolved;
7. Reducing the grant award maximum liability of OOG;

8. Terminating this Grant Agreement;
9. Imposing a corrective action plan;
10. Withholding further awards; or
11. Taking other remedies or appropriate actions.

The grantee costs resulting from obligations incurred during a suspension or after termination of this grant are not allowable unless OOG expressly authorizes them in the notice of suspension or termination or subsequently.

OOG, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

1.9 False Statements by Grantee

By acceptance of this grant agreement, the grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this grant agreement. If applicable, the grantee will comply with the requirements of 31 USC § 3729, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties, or guarantees are false or if the grantee signs or executes the grant agreement with a false statement or it is subsequently determined that the grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this grant agreement, then OOG may consider this act a possible default under this grant agreement and may terminate or void this grant agreement for cause and pursue other remedies available to OOG under this grant agreement and applicable law. False statements or claims made in connection with OOG grants may result in fines, imprisonment, and debarment from participating in federal grants or contract, and/or other remedy available by law, potentially including the provisions of 38 USC §§ 3801-3812, which details the administrative remedies for false claims and statements made.

1.10 Conflict of Interest Safeguards

The grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The grantee will operate with complete independence and objectivity without actual, potential, or apparent conflict of interest with respect to its performance under this Grant Agreement.

The grantee must disclose, in writing, within fifteen (15) calendar days of discovery, any existing, actual or potential conflicts of interest relative to its performance under this Grant Agreement.

The grantee is and shall remain in compliance during the term of this Grant Agreement with Texas Government Code, Section 669.003, Contracting with Executive Head of State Agency; and Section 572, Employment of Former State Officer or Employee of State Agency. The grantee certifies that it is not ineligible to receive this Grant Agreement under Texas Government Code, section 2155.004, regarding the financial participation by a person who received compensation from OOG or another state agency to participate in preparing the specifications or request for proposals on which the bid or contract is based, and acknowledges that this Grant Agreement may be terminated and payment withheld if this certification is inaccurate.

The grantee has not given or offered to give, nor does the grantee 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 or employee of OOG, at any time during the award of this grant or in connection with this Grant Agreement, except as allowed under relevant state or federal law. The grantee nor its personnel or entities employed in rendering services under this grant agreement have, nor shall they knowingly acquire, any interest that would be adverse to or conflict in any manner with the performance of the grantee's obligations under this grant agreement.

1.11 Fraud, Waste, and Abuse

- A. The grantee understands that OOG does not tolerate any type of fraud, waste, or misuse of funds received from OOG. 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. The grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

In the event grantee becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from OOG that is made against the grantee, the grantee is required to immediately notify OOG of said allegation or finding and to continue to inform OOG of the status of any such on-going investigations. The grantee must also promptly refer to OOG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Grantees must also immediately notify OOG in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify OOG in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits, or indictments to OOG. If a federal or state court or administrative agency renders a judgement or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgement or order to OOG.

The grantee is expected to report any possible fraudulent or dishonest acts, waste, or abuse to 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.

- B. Restrictions and certifications regarding non-disclosure agreements and related matters. No grantee or subgrantee under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information),

Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient:
 - a. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to OOG, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that federal agency.
2. If the recipient does or is authorized under this award to make subawards ("subgrants") or procurement contracts, or both:
 - a. It represents that:
 - i. It has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - ii. It has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - b. It certifies that, if it learns or is notified that any subgrantee, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to OOG, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by OOG.

These provisions apply to all grantees and subgrantees or subcontractors.

1.12 Dispute Resolution

The Parties' representatives will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by OOG, the grantee shall continue performance and shall not be excused from performance during the period any breach of Grant Agreement claim or dispute is pending.

The laws of the State of Texas govern this Grant Agreement and all disputes arising out of or relating to

ORDINANCE NO. 2021-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2020-2021 BUDGET TO ACCEPT AND EXPEND FUNDS AWARDED FROM THE 2022 LOCAL BORDERSTAR SECURITY PROGRAM FOR PERSONNEL COSTS.

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 2020-2021 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 017 – Local Borderstar Security Program					
<u>Revenues</u>					
0000	Non-Dept	State Grants	72010	(\$78,000)	
<u>Expenditures</u>					
2100	Police	Overtime	11201	\$66,953	
2100	Police	Retirement	11400	\$5,925	
2100	Police	FICA	11500	\$5,122	

[To amend the City of Kingsville FY 20-21 Budget to accept and expend funds awarded from the 2022 Local Borderstar Security Program for Personnel costs. Funds will come from the grant funds received.]

II.

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

III.

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

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

IV.

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

INTRODUCED on this the 27th day of September 2021.

PASSED AND APPROVED on this the 12th day of October 2021.

EFFECTIVE DATE:_____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #12

**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Deborah Balli, Finance Director

DATE: September 14, 2021

SUBJECT: Budget Amendment – Closing Costs on TWDB Projects

Summary:

The City's matching funds for the four Texas Water Development Fund projects required \$44,000 for each project which we have transferred over to the project funds. We believed that this funding would not be used until FY 21-22, but it was determined that part of these funds would be used in FY 20-21 for closing costs on the bond issue for the loan funding. The budget amendment request is to cover the bond issue cost expenditures incurred in the current fiscal year 2020-2021.

Recommendation:

Staff recommends the approval of this budget amendment.



ORDINANCE NO. 2021-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2020-2021 BUDGET TO COVER THE BOND ISSUANCE COSTS ON THE FOUR TEXAS WATER DEVELOPMENT BOARD PROJECTS WITH CASH MATCH FUNDS TRANSFERRED IN FOR THIS PURPOSE.

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 2020-2021 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 116 – Drainage Master Plan Loc 7 Improv Project #40135					
<u>Expenditures</u>					
3050	Street	Drainage – Cash Match	53101	\$15,943.27	
Fund 117 – Drainage Master Plan Loc 1 Improv Project #40142					
3050	Street	Drainage – Cash Match	53101	\$15,943.27	
Fund 118 – Drainage Master Plan Loc 3 Improv Project #40143					
3050	Street	Drainage – Cash Match	53101	\$16,487.26	
Fund 119 – Drainage Master Plan Loc 4 Improv Project #40144					
3050	Street	Drainage – Cash Match	53101	\$22,108.24	

[To amend the City of Kingsville FY 20-21 Budget to cover Bond Issuance Costs on the four Texas Water Development Board projects with required cash match funds. Funds will come from the cash match funds already transferred into the project funds.]

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 27th day of September 2021.

PASSED AND APPROVED on this the 12th day of October 2021.

EFFECTIVE DATE:_____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #13

**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Deborah Balli, Finance Director

DATE: September 14, 2021

SUBJECT: Budget Amendment – TXDOT Reimbursement

Summary:

When the US 77 TXDOT project started, we were informed on the cost of our share of the project. Once the project started, the amount of our contribution changed to a lesser amount. In FY 20-21, the City received a reimbursement from TXDOT of \$370,861.07 which needs to be accounted for through a budget amendment.

Financial Impact:

The approval of this reimbursement needs to be recorded as an intergovernmental revenue and the expenditure budget needs to be increased.

Recommendation:

Staff recommends the approval of this budget amendment.



ORDINANCE NO. 2021-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2020-2021 BUDGET TO ACCEPT AND EXPEND THE REIMBURSEMENT FROM TXDOT FOR THE CITY'S SHARE OF THE US 77 UTILITIES RELOCATION PROJECT.

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 2020-2021 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 054 – UF Capital Projects Fund					
<u>Revenues</u>					
0000	Non-Dept	Intergovernmental Revenue	94000	\$370,861.07	
<u>Expenditures</u>					
6001	Water Const	Water Lines & Fixtures	71700	\$370,861.07	

[To amend the City of Kingsville FY 20-21 Budget to accept and expend the reimbursement from TXDOT for the City's share of the US 77 Utilities Relocation Project. Funds will come from the reimbursement funds received.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 27th day of September 2021.

PASSED AND APPROVED on this the 12th day of October 2021.

EFFECTIVE DATE:_____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #14

**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Deborah Balli, Finance Director

DATE: September 14, 2021

SUBJECT: Budget Amendment – FEMA COVID 19 Expenditures

Summary:

FEMA has made available additional COVID funding for supplies related to COVID which include disinfecting supplies, PPE and other related items. The Budget Amendment covers the expenditures that have been transferred over to Fund 111 in anticipation that they will meet eligibility guidelines. Items have not been submitted to FEMA for approval, but these expenditures have to be covered for Fiscal Year End. If any expenditure is deemed not eligible, the expenditure will be reclassified and covered with the regular budget.

Recommendation:

Staff recommends the approval of this budget amendment.



ORDINANCE NO. 2021-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2020-2021 BUDGET TO COVER FEMA COVID ADDITIONAL FUNDING FOR ELIGIBLE ITEMS.

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 2020-2021 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 111 – FEMA COVID 19					
<u>Revenues</u>					
'0000	Non Dept	Federal Grants	72005	\$18,706	
<u>Expenditures</u>					
1030	City Special	Salaries	11100	\$4,000	
1030	City Special	FICA	11500	\$306	
1030	City Special	Unemployment Comp	11800	\$200	
1030	City Special	Supplies	21100	\$10,800	
1030	City Special	Minor Equipment	21700	\$3,400	

[To amend the City of Kingsville FY 20-21 Budget to cover FEMA COVID Additional Funding for eligible items. Funds will come from the additional funds once approved by the funding agency.]

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 27th day of September 2021.

PASSED AND APPROVED on this the 12th day of October 2021.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #15

**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: Deborah Balli, Finance Director
DATE: September 15, 2021
SUBJECT: Budget Amendment – 2021 Bond Refunding

Summary:

The City did a 2021 bond refunding which requires a budget amendment to book the transaction as there is not a way to determine during budget adoption that we will be doing a refunding and what the result will be until the transaction has been completed.

Recommendation:

Staff recommends the approval of this budget amendment.



ORDINANCE NO. 2021-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2020-2021 BUDGET TO COVER THE 2021 BOND REFUNDING TRANSACTION.

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 2020-2021 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 011 – GO Debt Service					
<u>Revenues</u>					
0000	Non Dept	Bond Proceeds	99550	\$754,950.00	
0000	Non Dept	Bond Premium	99600	\$61,008.29	
<u>Expenditures</u>					
5100	Debt Svc	Bond Issuance Costs	31456	\$33,193.58	
5100	Debt Svc	Payment to Escrow Agent	63500	\$771,750.21	
5100	Debt Svc	Interest Expense	62100	\$11,014.50	
Fund 012 – UF Debt Service					
<u>Expenditures</u>					
5100	Debt Svc	Bond Issuance Costs	31400	\$124,871.11	
5100	Debt Svc	Interest Expense	62100	\$41,435.50	
5100	Debt Svc	Interest Expense	62100	(\$6,171.91)	

[To amend the City of Kingsville FY 20-21 Budget to cover the 2021 bond refunding transaction. For Fund 011-GO Debt Service, funds will come from the Bond Proceeds and Premium. For Fund 012-UF Debt Service, funds will come from the unappropriated fund balance.]

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 27th day of September 2021.

PASSED AND APPROVED on this the 12th day of October 2021.

EFFECTIVE DATE:_____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #16

**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Deborah Balli, Finance Director

DATE: September 14, 2021

SUBJECT: Budget Amendment – TX CDBG Grant #7218269

Summary:

The TX CDBG Grant #7218269 was a project that began in FY 18-19 for the manhole rehabilitation and was completed in FY 20-21. At the end of each fiscal year, Finance must estimate what the payment status will be during the budget process that begins in April of each fiscal year. The budget entered for FY 20-21 was not enough to cover the remaining project expenditures for the current year.

Financial Impact:

The approval of this reimbursement covers all project related expenditures that were not budgeted for. This budget amendment will be covered by unappropriated fund balance as all funds have been received and accounted for.

Recommendation:

Staff recommends the approval of this budget amendment.



ORDINANCE NO. 2021-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2020-2021 BUDGET TO COVER THE FINAL EXPENDITURES ON TX CDBG GRANT #7218269.

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 2020-2021 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 086 – TX CDBG Grant #7218269					
<u>Expenditures</u>					
7003	Wastewater	Sewer Improv-Manhole Reh	54111	\$14,776.33	
7003	Wastewater	Sewer Improv-MR Match	54112	\$6,353.67	

[To amend the City of Kingsville FY 20-21 Budget to cover the remaining expenditures for the TX CDBG Grant #7218269. Funds will come from the unappropriated fund balance.]

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 27th day of September 2021.

PASSED AND APPROVED on this the 12th day of October 2021.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #17

**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Deborah Balli, Finance Director

DATE: September 16, 2021

SUBJECT: Budget Amendment – Fund 098 Economic Development

Summary:

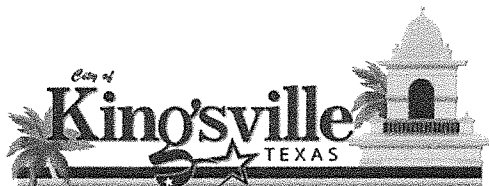
The Economic Development fund is a small fund that is used to account for economic development expenditures and is funded through transfers and in-lieu of tax payments. This fund is needing a budget amendment to cover some personnel line items due to end of year salary accruals. Last year, the accrual was 4 days and this FY there are 5 days to accrue due to how the pay periods fall. The other item covered with the requested budget amendment pertains to the additional incentive payment for Marshalls. This was the first year of incentive payments and our obligation exceeded our projections.

Final Impact:

The requested budget amendment of \$1,600 will be transferred from General Fund from the unappropriated fund balance.

Recommendation:

Staff recommends the approval of this budget amendment.



ORDINANCE NO. 2021-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2020-2021 BUDGET TO COVER NEGATIVE LINE ITEMS FOR THE ECONOMIC DEVELOPMENT FUND 098 FOR THE END OF YEAR SALARY ACCRUAL AND AN ADDITIONAL INCENTIVE AGREEMENT PAYMENT FOR MARSHALLS.

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 2020-2021 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 098 – Economic Development					
<u>Revenues</u>					
0000	Non Dept	Transfer From Fund 001	75001	\$1,600	
<u>Expenditures</u>					
1060	Econ Dev	Salaries	11100	\$550	
1060	Econ Dev	Incentive Agmt-Marshalls	35503	\$1,050	
Fund 001 – General Fund					
<u>Expenditures</u>					
6900	Transfers	Transfer to Fund 098	80098	\$1,600	

[To amend the City of Kingsville FY 20-21 Budget to cover the negative line items in the Economic Development Fund 098 for the end of year salary accrual and an additional incentive agreement payment for Marshalls. Funds will come from the unappropriated fund balance of General Fund.]

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 27th day of September 2021.

PASSED AND APPROVED on this the 12th day of October 2021.

EFFECTIVE DATE:_____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #18

**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Deborah Balli, Finance Director

DATE: September 14, 2021

SUBJECT: Budget Amendment – Overage on the SWB Rural & Tribal Assist Grant

Summary:

The City received a grant from the Southwest Border Rural & Tribal Assistance Grant for \$83,147.88 for equipment. The equipment purchased totaled \$83,221.95 resulting in a negative of \$74.07. This budget amendment will cover the \$74.07 funding shortage.

Recommendation:

Staff recommends the approval of this budget amendment.



ORDINANCE NO. 2021-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2020-2021 BUDGET TO COVER OVERAGE ON THE EQUIPMENT PURCHASED WITH GRANT FUNDS RECEIVED FROM THE SWB RURAL AND TRIBAL ASSISTANCE 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 2020-2021 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 114 – SWB Rural & Tribal Assistance Grant					
<u>Revenues</u>					
0000	Non Dept	Transfer From Fund 001	75001	\$74.07	
<u>Expenditures</u>					
2100	Police	Machinery & Equipment	21700	\$74.07	
Fund 001 – General Fund					
<u>Expenditures</u>					
6900	Transfers	Transfer to Fund 114	80114	\$74.07	

[To amend the City of Kingsville FY 20-21 Budget to cover the overage on the equipment purchased with grant funds received from the SWB Rural and Tribal Assistance Grant. Funds will come from the unappropriated fund balance of General Fund.]

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 27th day of September 2021.

PASSED AND APPROVED on this the 12th day of October 2021.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #19

**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Deborah Balli, Finance Director

DATE: September 14, 2021

SUBJECT: Budget Amendment – Motor Gas & Oil

Summary:

The Solid Waste Management Department has incurred additional Motor Gas & Oil costs due to the rising cost of fuel for their operations. To finish out the year, the Sanitation Division 1702 will need an additional \$17,000 and the Landfill Division 1703 will need an additional \$10,000. These shortages cannot be covered by other line items.

Financial Impact

Funding for this budget amendment will come from the General Fund unappropriated fund balance.

Recommendation:

Staff recommends the approval of this budget amendment.



ORDINANCE NO. 2021-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2020-2021 BUDGET TO COVER OVERAGES ON MOTOR GAS AND OIL FOR THE SOLID WASTE MANAGEMENT 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 2020-2021 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 – General Fund					
<u>Expenditures</u>					
1702	Sanitation	Motor Gas & Oil	21500	\$17,000	
1703	Landfill	Motor Gas & Oil	21500	\$10,000	

[To amend the City of Kingsville FY 20-21 Budget to cover the overages on Motor Gas & Oil for the Solid Waste Management Department. Funds will come from the unappropriated fund balance of General Fund.]

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 27th day of September 2021.

PASSED AND APPROVED on this the 12th day of October 2021.

EFFECTIVE DATE:_____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #20

**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Deborah Balli, Finance Director

DATE: September 20, 2021

SUBJECT: Budget Amendment – Incentive Agreement for Chick-Fil-A

Summary:

The City entered into an incentive agreement for Chick-Fil-A which opened in April 2021. The company is required to provide sales tax payment information to the City so that we know how much our obligation is to them. The incentive agreement was approved after the budget was adopted and sales tax information was only recently made available. Now that we have the information needed to fulfill our obligation of this Fiscal Year, a budget amendment is required.

Financial Impact:

The approval of this budget amendment will come from the General Fund unappropriated fund balance.

Recommendation:

Staff recommends the approval of this budget amendment.



ORDINANCE NO. 2021-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2020-2021 BUDGET TO COVER THE INCENTIVE AGREEMENT PAYMENTS FOR CHICK-FIL-A FOR APRIL THROUGH SEPTEMBER.

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 2020-2021 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 – General Fund					
<u>Expenditures</u>					
6900	Transfers	Transfer to Fund 098	80098	\$36,000	
Fund 098 – Economic Development					
<u>Revenues</u>					
0000	Non Dept	Transfer From Fund 001	75001	\$36,000	
<u>Expenditures</u>					
1060	Econ Devel	Incentive Agmt Chick-Fil-A	35504	\$36,000	

[To amend the City of Kingsville FY 20-21 Budget to cover the incentive agreement payments for Chick-Fil-A for April through September. Funds will come from the unappropriated fund balance of General Fund.]

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 27th day of September 2021.

PASSED AND APPROVED on this the 12th day of October 2021.

EFFECTIVE DATE:_____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #21

RESOLUTION NO. 2021-_____

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH KLEBERG FIRST NATIONAL BANK FOR PARKING ON THE NORTH SIDE OF THE MUNICIPAL BUILDING DOWNTOWN.

WHEREAS, the City Commission of the City of Kingsville desires to have sufficient public and employee parking for visitors to the Municipal Building and the downtown area;

WHEREAS, Kleberg First National Bank has a parking lot immediately to the north of the Municipal Building and had entered into an agreement with the City for parking in 1988, which is in need of update; and

WHEREAS, the performance of this agreement will be a benefit to the public.

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

I.

THAT the City Commission authorizes the City Manager to execute the Lease Agreement between the City and Kleberg First National Bank for parking on the north side of the Municipal Building, as per the agreement attached hereto.

II.

THAT the City Manager, or his designee, is hereby authorized and directed to act on the City's behalf in all matters pertaining to this contract.

III.

THAT this Resolution shall become effective upon adoption.

PASSED AND APPROVED by a majority vote of the City Commission on the 27th day of September, 2021.

Sam R. Fugate
Mayor

ATTEST:

Mary Valenzuela
City Secretary

APPROVED AS TO FORM:

Courtney Alvarez
City Attorney

THE STATE OF TEXAS §

COUNTY OF KLEBERG §

LEASE AGREEMENT

This Lease Agreement made and entered into as of April 1, 2021 by and between KLEBERG BANK, N.A. hereinafter called Lessor, and the CITY OF KINGSVILLE, a municipal corporation, hereinafter called Lessee.

WITNESSETH:

1. Premises. Lessor hereby leases to Lessee upon the terms and conditions hereinafter stated thirty (30) parking spaces of a parking lot located at the corner of Sixth Street and Yoakum Street in Kingsville, Texas. The parking spaces are designated as City Manager's Parking, City Commissioner, and spaces 30A, 31A, and 18A through 43A as indicated on Exhibit A which is attached hereto and made a part hereof.
2. Use. The leased parking spaces are to be used exclusively for personal vehicles of Lessee's employees working in the adjacent building and Lessee's vehicles used by departments located at the adjacent building.
3. Term. The Term of this Lease is ten (10) years, commencing on April 1, 2021 and ending ten (10) years from the date of commencement under the terms and conditions as set forth herein or March 31, 2031. As consideration for the use of the leased Premises, Lessee agrees to maintain the asphalt parking lot as indicated on Exhibit A, excluding Lessor's concrete ATM drive through, including seal coating and striping of the parking lot when needed, but no less frequently than once every five (5) years. The Lessee also agrees to provide Lessor water for irrigation of plants in and around the parking lot at no charge.
4. Liability and Indemnity. Lessee agrees to indemnify and hold Lessor harmless from all claims (including costs and expenses of defending against such claims) arising from any act or omission, customer, or invitees, or arising from any injury or damage to any person or the property of any person occurring within the leased spaces during the term of this Lease. Lessee agrees to use and occupy the leased Premises at its own risk and hereby releases Lessor, its agents and employees from all claims for any damage or injury except as may be caused by Lessor's negligence.
5. Assignment and Subletting. Lessee will not assign this Lease or sublease the Premises or any part thereof or mortgage or pledge its leasehold interest or grant any concession or license within the leased Premises without prior express written consent of Lessor.
6. Cancellation. It is agreed that this Lease may be canceled by either party upon ninety (90) days written notice to the other party.

7. Entire Agreement. This instrument and any attached addenda or exhibits constitute the entire agreement between Lessor and Lessee; no prior written or prior contemporaneous oral promises or representations shall be binding. This Lease shall not be amended, changed, or extended except by written instrument signed by both parties hereto. Paragraph captions herein are for convenience only, and neither limit nor amplify the provisions of this instrument. The provisions of this instrument shall be binding upon and inure to the benefit of the heirs executors, administrators, successors and assigns of the parties, but this provision shall in no way alter the restriction herein connection with assignment and subletting by Lessee.

EXECUTED in multiple counterparts, each of which shall have the force and effect of an original, as of April 1, 2021.

LESSOR:

KLEBERG BANK, N.A.

LESSEE:

CITY OF KINGSVILLE

By: _____

Name: _____

Title: _____

Date: _____

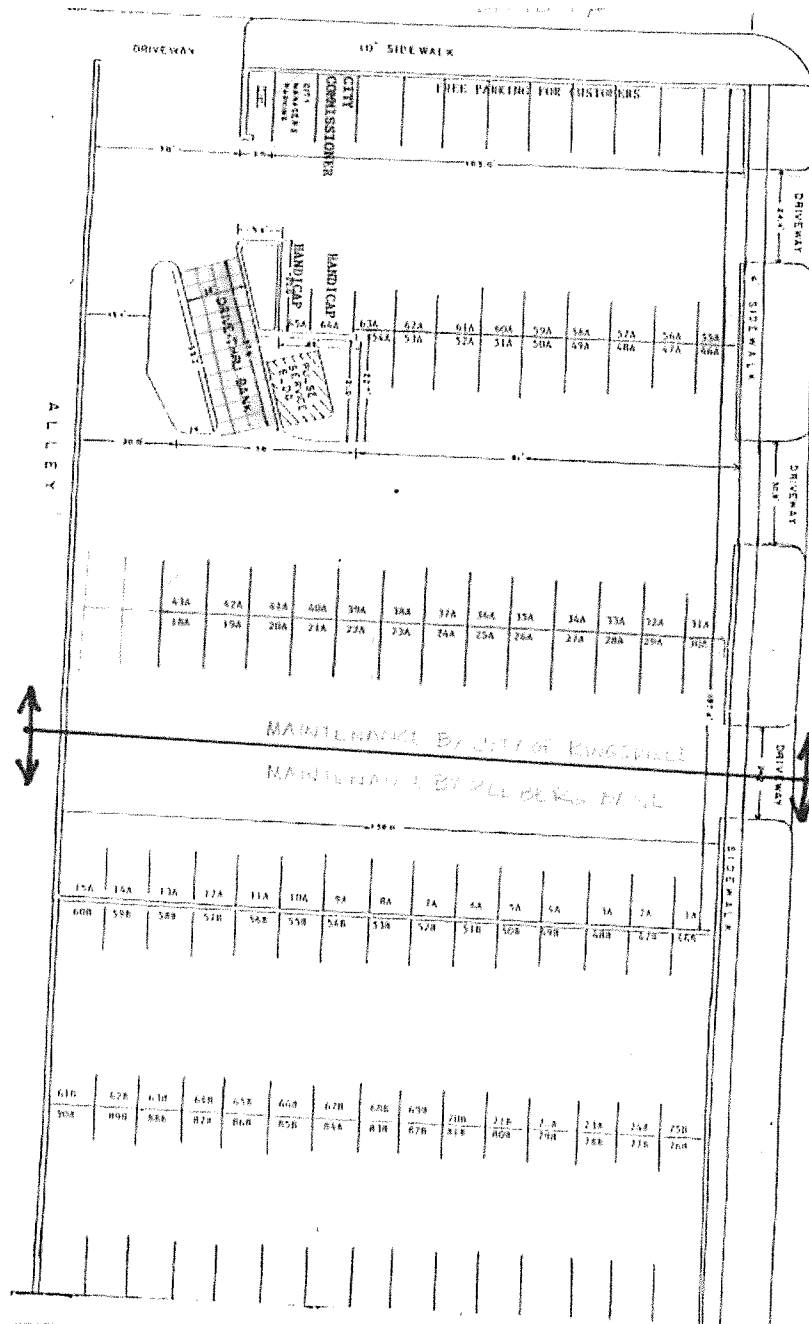
By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A



☐ = CITY OF KINGSVILLE PARKING
☒ = CONCRETE PAVED/ENCLOSURE
☐ = LESSOR'S MAINTENANCE

AGENDA ITEM #22

KLEBERG COUNTY APPRAISAL DISTRICT
P.O. BOX 1027 * 502 E. KLEBERG * KINGSVILLE, TEXAS 78364
PHONE: (361) 595-5775 * FAX: (361) 595-7984

June 9, 2021

City of Kingsville
Sam Fugate, Mayor
P.O. Box 1458
Kingsville, TX 78364

Dear Mayor Fugate:

It is time for the selection of the Kleberg County Appraisal District Board of Directors for the 2022-2023 term. The board consists of 5 members. Every odd year, Board of Director elections for the Kleberg County Appraisal District take place. Please take the time to consider who your district would like to nominate to serve on the Kleberg County Appraisal District's board of directors. The quality of the property tax system depends on the appraisal district board of directors. Individuals nominated should bring the board knowledge, judgment and expertise in establishing policies and procedures for the district's organization and operation.

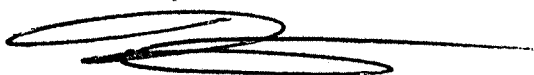
I am enclosing information on what is involved in the Board of Director elections process. This process requires interaction between each taxing entity and the appraisal district. The number of votes allocated to a voting unit is based on the ratio of its tax levy on the preceding year to the total tax levy of all voting units. The Chief Appraiser is required to use the most recent official tabulation of each voting unit's prior year levy. This is the amount levied not the amount allocated by the voting unit. The votes for each jurisdiction are as shown in the enclosed document titled Calculation of Votes.

The information I have enclosed is taken out of the state comptroller's Board of Directors Manual and Texas Property Tax Code. I have also enclosed an outline of required dates for your records. Please be sure to review the eligibility guidelines for appointed members located in your Governance enclosure on pages 4 and 5.

I have enclosed a copy of the Texas Property Tax Code section 6.03 Board of Directors, which discusses the Board of Directors election and your roll in the process.

If you have any questions, please feel free to contact me at 595- 5775.

Sincerely,



Ernestina "Tina" Flores, R.P.A.
Chief Appraiser

Cc: Mark McLaughlin, City Manager
Deborah Balli, Finance Director
Mary Valenzuela, City Secretary

Governance

Composition of Board of Directors

The board of directors is composed of five members.⁴ The number of directors can be increased up to 13 by action of the board of directors.⁵ However, in most cases, the board of directors may not make this change if a voting taxing unit adopts a resolution opposing the change.⁶

Taxing units participating in the CAD may increase the number of directors up to 13 members if three-fourths of voting taxing units adopt resolutions.⁷ A change is not valid if it reduces the voting entitlement of one or more taxing units (unless the taxing unit adopts one of two specified resolutions) or if it expands the types of taxing units that are entitled to vote on the appointment of directors.⁸

The county TAC is a nonvoting director, if not appointed as a voting director.⁹ If a commissioner's court of the county enters into a contract for assessment and collections under Tax Code Section 6.24(b) or if the CAD board of directors enters into a contract for appraisal under Tax Code Section 6.05(b), then the county TAC is ineligible to serve on the board of directors.¹⁰

Board members may not receive compensation for service on the board but are entitled to reimbursement for actual and necessary expenses incurred in the performance of their duties.¹¹ This reimbursement is as provided by the budget adopted by the board of directors.¹²

⁴ Tex. Tax Code §6.03(a)

⁵ Tex. Tax Code §6.031(a)

⁶ Tex. Tax Code §6.031(a)

⁷ Tex. Tax Code §6.031(b)

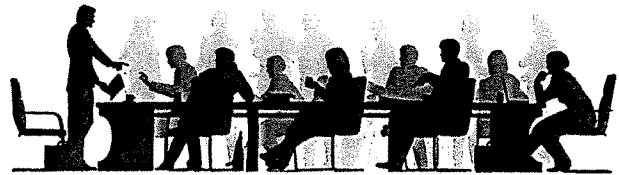
⁸ Tex. Tax Code §6.031(b)

⁹ Tex. Tax Code §6.03(a)

¹⁰ Tex. Tax Code §6.03(a)

¹¹ Tex. Tax Code §6.04(c)

¹² Tex. Tax Code §6.04(c)



Appointment, Eligibility and Terms

Appointment: Taxing units—counties, cities/towns, school districts, junior colleges and certain conservation and reclamation districts—select directors in the fall of odd-numbered years.¹³ Conservation and reclamation districts may participate in this process if at least one conservation and reclamation district in the CAD delivers to the chief appraiser a written request to nominate and vote on the board of directors by June 1 of each odd-numbered year.¹⁴ On request, the chief appraiser must certify all eligible conservation and reclamation districts that are imposing taxes and that participate in the CAD by June 15.¹⁵

The board of directors is selected by appointment; it is not an election governed by the Texas Election Code.¹⁶ The method or procedure for appointing members can be changed by the board of directors or by three-fourths of the voting taxing units acting through resolutions.¹⁷

The voting entitlement of a taxing unit is determined by a calculation that takes into account a taxing unit's share of the total dollar amount of property taxes imposed in the CAD.¹⁸ The chief appraiser makes this calculation for each taxing unit (other than conservation and reclamation districts) and delivers written notice before Oct. 1 of each odd-numbered year of the number of votes to which each taxing unit is entitled.¹⁹ Each taxing unit (other than a conservation and reclamation district)

¹³ Tex. Tax Code §6.03

¹⁴ Tex. Tax Code §6.03(c)

¹⁵ Tex. Tax Code §6.03(c)

¹⁶ Tex. Att'y Gen. Op. JM-166 (1984)

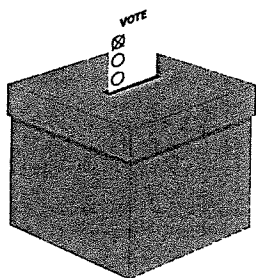
¹⁷ Tex. Tax Code §6.031(a) and (b)

¹⁸ Tex. Tax Code §6.03(d)

¹⁹ Tex. Tax Code §6.03(e)

that is entitled to vote may submit to the chief appraiser one nominee for each position to be filled before Oct. 15.²⁰

The chief appraiser also must calculate the number of votes that an eligible conservation and reclamation district is entitled to and must deliver before July 1 of each odd-numbered year, a written notice to the district of its voting entitlement and right to nominate one candidate for director.²¹ All eligible conservation and reclamation districts must submit the name of the district's nominee to the chief appraiser before July 15 of each odd-numbered year.²² Before Aug. 1, the chief appraiser must prepare a nominating ballot listing all the nominees of conservation and reclamation districts and deliver a ballot to the presiding officer of the board of directors of each district.²³ The board of directors of each district must submit its vote for the nominee of conservation and reclamation districts before Aug. 15.²⁴ The winning nominee of the conservation and reclamation districts in the CAD becomes a nominee for CAD director.²⁵



The chief appraiser must prepare a ballot before Oct. 30 with candidates whose names were timely submitted, including the nominee of conservation and reclamation districts if applicable.²⁶ Each taxing unit entitled to vote must determine its vote by resolution and submit it to the chief appraiser before Dec.

15.²⁷ The five candidates who receive the largest cumulative vote totals become the board of directors.²⁸ The chief appraiser announces the new directors before Dec. 31.²⁹ Ties must be resolved by the chief appraiser by any method of chance.³⁰

Both the board of directors and taxing units may propose to change the method or procedure for appointing directors.³¹ If the board of directors makes the proposal, then a voting

taxing unit may veto the proposal by filing a resolution before Sept. 1.³² If a participating taxing unit proposes a change, the change is adopted if three-fourths of the voting taxing units adopt resolutions providing for the change.³³ A resolution to change the method or procedure for appointing directors must be filed with the chief appraiser after June 30 and before Oct. 1 of a year in which members are appointed, or the resolution is ineffective.³⁴

Throughout the selection process, the Tax Code specifies dates for action by the chief appraiser and the taxing units. The dates provided in Tax Code Section 6.03(f) and (g) are directory and not mandatory.³⁵ However, the advice of legal counsel should be obtained in such situations.

Eligibility: To be eligible to serve on a board of directors, an individual must be a resident of the CAD and must have resided in the CAD for at least two years immediately preceding the date of taking office.³⁶ This residency requirement does not apply to a county TAC serving as a nonvoting director.³⁷

An employee of a taxing unit that participates in the CAD is not eligible to serve on the board of directors, unless that individual also is a member of the governing body of the taxing unit or an elected official of a taxing unit.³⁸ Membership on the governing body of a taxing unit does not make an otherwise eligible individual ineligible to serve on the board of directors.³⁹

Owing delinquent property taxes disqualifies a person from serving on the CAD board of directors.⁴⁰ The person is ineligible if he or she owns property on which delinquent property taxes have been owed for more than 60 days after the date the person knew or should have known of the delinquency.⁴¹ This disqualification does not apply if the person is paying the delinquent taxes and any penalties and interest under an installment payment agreement or has deferred or abated a suit to collect the delinquent taxes.⁴²

²⁰ Tex. Tax Code §6.03(g)

²¹ Tex. Tax Code §6.03(f) and (h)

²² Tex. Tax Code §6.03(h)

²³ Tex. Tax Code §6.03(h)

²⁴ Tex. Tax Code §6.03(h)

²⁵ Tex. Tax Code §6.03(j)

²⁶ Tex. Tax Code §6.03(j)

²⁷ Tex. Tax Code §6.03(k)

²⁸ Tex. Tax Code §6.03(k)

²⁹ Tex. Tax Code §6.03(k)

³⁰ Tex. Tax Code §6.03(k)

³¹ Tex. Tax Code §6.031(a) and (b)

³² Tex. Tax Code §6.031(a)

³³ Tex. Tax Code §6.031(b)

³⁴ Tex. Tax Code §6.031(c)

³⁵ Tex. Att'y Gen. Op. JM-166 (1984)

³⁶ Tex. Tax Code §6.03(a)

³⁷ Tex. Tax Code §6.03(a)

³⁸ Tex. Tax Code §6.03(a)

³⁹ Tex. Tax Code §6.03(a)

⁴⁰ Tex. Tax Code §6.035(a)(2)

⁴¹ Tex. Tax Code §6.035(a)(2)

⁴² Tex. Tax Code §6.035(a)(2)

Degrees of Consanguinity and Affinity

1 st DEGREE	2 nd DEGREE	3 rd DEGREE
<p>By Consanguinity</p> <ul style="list-style-type: none"> • Parents • Children <p>By Affinity</p> <ul style="list-style-type: none"> • Spouses of relatives listed under first degree consanguinity • Spouse • Spouse's parents • Spouse's children • Stepparents • Stepchildren 	<p>By Consanguinity</p> <ul style="list-style-type: none"> • Grandparents • Grandchildren • Brothers & sisters <p>By Affinity</p> <ul style="list-style-type: none"> • Spouses of relatives listed by second degree consanguinity • Spouse's grandparents • Spouse's grandchildren • Spouse's brothers & sisters 	<p>By Consanguinity</p> <ul style="list-style-type: none"> • Great grandparents • Great grandchildren • Nieces & nephews • Aunts & uncles <p>By Affinity</p> <ul style="list-style-type: none"> • No prohibitions

A person who has appraised property for compensation for use in proceedings or represented property owners for compensation in proceedings in the CAD at any time within the preceding three years is ineligible to serve on the board of directors.⁴³

A person is ineligible to serve on the board of directors if the individual is related within the second degree of consanguinity (blood) or affinity (marriage) to the following:

- an appraiser who appraises property for use in a proceeding under the Tax Code; or
- a person who represents property owners for compensation in proceedings under the Tax Code in the CAD.⁴⁴

A director who continues to hold office knowing he or she is related in this manner to the above named persons commits a Class B misdemeanor offense.⁴⁵

An individual is not eligible to be appointed to or to serve on the board of directors if an individual has a substantial interest in a business entity that is party to a contract or the individual is a party to a contract with the CAD.⁴⁶ This prohibition also applies to contracts with a taxing unit that participates in the CAD if the contract relates to the performance of an activity

governed by the Tax Code.⁴⁷ A CAD may not enter into a contract with a board member or with a business entity in which a board member has a substantial interest.⁴⁸ A taxing unit may not enter into a contract relating to the performance of an activity governed by the Tax Code with a board member in which the taxing unit participates or with a business entity in which a board member has a substantial interest.⁴⁹

An individual has substantial interest in a business entity if:

- the combined ownership of the director and the director's spouse is at least 10 percent of the voting stock or shares of the business entity; or
- the director or director's spouse is a partner, limited partner or officer of the business entity.⁵⁰



Term of Office and Vacancy: CAD directors serve two-year terms.⁵¹ Each term begins on Jan. 1 of an even-numbered year.⁵² The two-year term of office does not apply to the county TAC who serves as a nonvoting director.⁵³

⁴³ Tex. Tax Code §6.035(a-1)

⁴⁴ Tex. Tax Code §6.035(a)(1)

⁴⁵ Tex. Tax Code §6.035(b)

⁴⁶ Tex. Tax Code §6.036(a)

⁴⁷ Tex. Tax Code §6.036(a)

⁴⁸ Tex. Tax Code §6.036(b)

⁴⁹ Tex. Tax Code §6.036(c)

⁵⁰ Tex. Tax Code §6.036(d)

⁵¹ Tex. Tax Code §6.03(b)

⁵² Tex. Tax Code §6.03(b)

⁵³ Tex. Tax Code §6.03(b)

Voting taxing units may adopt staggered one and two-year terms.⁵⁴ To adopt staggered terms, taxing units must take two actions.⁵⁵ First, at least three-fourths of the voting taxing units are required to adopt resolutions for staggered terms.⁵⁶ Second, the voting taxing units must have changed the method for appointing members to end cumulative voting (casting all or part of the votes to which the taxing unit is entitled). These two actions may be proposed concurrently.⁵⁷

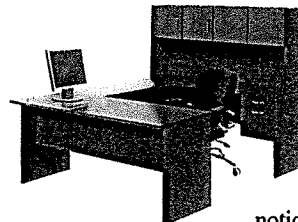
A resolution proposing staggered terms must be filed with the chief appraiser after June 30 and before Oct. 1.⁵⁸ If the chief appraiser determines that enough taxing units filed valid resolutions, he or she must notify all taxing units of the change before Oct. 10.⁵⁹ Staggered terms take effect on Jan. 1 of the next even-numbered year.⁶⁰ To start staggering terms, all members are appointed for that year without regard to staggered terms.⁶¹ At the earliest practical date after Jan. 1, the board determines by lot which of its members will serve one- and two-year terms.⁶²

Boards with an even number of members divide the one- and two-year terms in half. Boards with an odd number of members must have one more member with a two-year term than members with one-year terms.⁶³ For example, a six-member board would choose three members to serve one-year terms. A five-member board would choose two.

For each director's term that expires on Jan. 1, the CAD must annually appoint directors for a term that begins on that Jan. 1.⁶⁴

Staggered terms may be rescinded by resolution of a majority of voting taxing units.⁶⁵ The resolution must be adopted and filed with the chief appraiser after June 30 and before Oct. 1 of odd-numbered years.⁶⁶ After a valid rescission, the terms of all current members expire on the next Jan. 1, even if a member

will have only served one year of a two-year term.⁶⁷ The entire board will be appointed for two-year terms on that date.⁶⁸ Staggered terms are automatically rescinded if the CAD makes a change in the method of appointing board members that results in a method of using cumulative voting.⁶⁹



If a vacancy occurs on the board, each voting taxing unit nominates by resolution a candidate to fill the vacancy.⁷⁰

Within 45 days after receiving notice from the board of directors that a vacancy exists, a taxing unit must submit the nomination to the chief appraiser.⁷¹ The chief appraiser delivers a list of the nominees to the directors within the next five days.⁷² Directors select by majority vote one of the nominees to fill the vacancy.⁷³ If a vacancy occurs for a board with staggered terms, the vacancy is filled by appointment of the voting taxing unit that nominated the person whose departure caused the vacancy.⁷⁴

Conflicts of Interest

Board members are subject to conflict of interest provisions in law, including Tax Code Section 6.036 which excludes certain individuals from serving on the board of directors. Local Government Code Chapter 171 applies to all local officials, including boards of directors of CADs. Local Government Code Chapter 176 applies to officers of political subdivisions of the state.⁷⁵

For more information, see the Texas Ethics Commission's conflict of interest forms at ethics.state.tx.us/forms/conflict.

Ex Parte Communications

A board member commits a Class C misdemeanor offense if the member directly or indirectly communicates with the chief appraiser on any matter relating to the appraisal of property by the CAD.⁷⁶ However, this type of communication is allowed in:

⁵⁴ Tex. Tax Code §6.034(a)

⁵⁵ Tex. Tax Code §6.034(a)

⁵⁶ Tex. Tax Code §6.034(a)

⁵⁷ Tex. Tax Code §6.034(a)

⁵⁸ Tex. Tax Code §6.034(b)

⁵⁹ Tex. Tax Code §6.034(c)

⁶⁰ Tex. Tax Code §6.034(d)

⁶¹ Tex. Tax Code §6.034(d)

⁶² Tex. Tax Code §6.034(d)

⁶³ Tex. Tax Code §6.034(d)

⁶⁴ Tex. Tax Code §6.034(e)

⁶⁵ Tex. Tax Code §6.034(g)

⁶⁶ Tex. Tax Code §6.034(g)

⁶⁷ Tex. Tax Code §6.034(g)

⁶⁸ Tex. Tax Code §6.034(g)

⁶⁹ Tex. Tax Code §6.034(h)

⁷⁰ Tex. Tax Code §6.03(i)

⁷¹ Tex. Tax Code §6.03(i)

⁷² Tex. Tax Code §6.03(i)

⁷³ Tex. Tax Code §6.03(i)

⁷⁴ Tex. Tax Code §6.034(i)

⁷⁵ Tex. Local Government Code §171.001(1) and §176.001(3) and (4)

⁷⁶ Tex. Tax Code §6.15(a) and (d)

- an open meeting of the CAD board of directors or another public forum; or
- a closed meeting of the board of directors held to consult with its attorney about pending litigation, at which the chief appraiser's presence is necessary for full communication between the board and its attorney.⁷⁷

These *ex parte* communication provisions do not apply to a routine communication between the chief appraiser and the county TAC relating to the administration of an appraisal roll, including a communication made in connection with the certification, correction or collection of an account.⁷⁸ This exception applies regardless of whether the county TAC was appointed to the board of directors or serves as a nonvoting director.⁷⁹

These *ex parte* communication provisions do not prohibit a CAD board member from transmitting in writing to a chief appraiser, without comment, a complaint by a property owner or taxing unit about the appraisal of a specific property.⁸⁰

Oath of Office



The Texas Constitution requires all elected and appointed officers to sign an anti-bribery statement and take an oath of office before beginning the duties of the office.⁸¹

The constitutionally prescribed anti-bribery statement is located on the Secretary of State's website as Form 2201 at sos.state.tx.us/statdoc/forms/2201.pdf. A director signs this statement before the oath of office is administered.⁸² Directors should retain the statement in the official records of the appraisal district.⁸³

The official oath of office is found on the Secretary of State's website as Form 2204 at sos.state.tx.us/statdoc/forms/2204.pdf.

⁷⁷ Tex. Tax Code §6.15(a)

⁷⁸ Tex. Tax Code §6.15(c)

⁷⁹ Tex. Tax Code §6.15(c)

⁸⁰ Tex. Tax Code §6.15(c)

⁸¹ Tex. Const. XVI, §1(a) and (b)

⁸² Tex. Const. XVI, §1

⁸³ Tex. Const. XVI, §1(c)

Recalling a Director

A taxing unit may ask for the recall of any director the taxing unit voted for in the appointment process.⁸⁴ A recall starts when a taxing unit files a resolution with the chief appraiser stating that the taxing unit is calling for the recall of a named member.⁸⁵ Within 10 days after a taxing unit files a recall resolution, the chief appraiser must give written notice of the filing of the resolution to the presiding officer of each voting taxing unit.⁸⁶

Only the taxing units that voted for the member may vote.⁸⁷ A recall-voting taxing unit has the same number of votes in the recall that it cast in appointing the board member.⁸⁸ A taxing unit votes by submitting a resolution to the chief appraiser on or before the 30th day after the recall resolution is filed.⁸⁹

Not later than the 10th day after the last day for voting in favor of the recall, the chief appraiser must count the casted votes.⁹⁰ A director is recalled if the number of votes cast in favor of recall equals or exceeds a majority of the votes cast appointing the board member.⁹¹ The chief appraiser must immediately notify in writing the presiding officer of the board of directors and the governing body of each recall-voting taxing unit of the results.⁹² If the chair is the subject of the recall, the board secretary shall also be notified.⁹³

After a recall, the director's vacancy is filled by the recall-voting taxing units appointing a new board member.⁹⁴ Each recall-voting taxing unit may nominate by resolution one candidate and is entitled to the same number of votes it originally cast to appoint the recalled member.⁹⁵

On or before the 15th day after the last day nominations must be submitted, the chief appraiser must prepare a ballot and deliver a copy of the ballot to the presiding officer of the governing body of each taxing unit that is entitled to vote to fill

⁸⁴ Tex. Tax Code §6.033(a)

⁸⁵ Tex. Tax Code §6.033(a)

⁸⁶ Tex. Tax Code §6.033(a)

⁸⁷ Tex. Tax Code §6.033(b)

⁸⁸ Tex. Tax Code §6.033(b)

⁸⁹ Tex. Tax Code §6.033(b)

⁹⁰ Tex. Tax Code §6.033(c)

⁹¹ Tex. Tax Code §6.033(c)

⁹² Tex. Tax Code §6.033(c)

⁹³ Tex. Tax Code §6.033(c)

⁹⁴ Tex. Tax Code §6.033(d)

⁹⁵ Tex. Tax Code §6.033(d)

minerals for purposes of ad valorem taxation by calculating the percentage of surface acres in the county and applying that percentage to the mineral interest; its burden under Tex. Tax Code Ann. § 21.01 to prove the situs of the taxable property allowed it to tax only minerals actually in the county, in accordance with the provisions of Tex. Const. art. VIII, § 11 and Tex. Const. art. VIII, § 20 for property to be assessed at fair market

value in the county where situated, and of Tex. Tax Code Ann. § 6.01(a), (b) and Tex. Tax Code Ann. § 6.02(a) for an appraisal district in each county. *Devon Energy Prod., L.P. v. Hockley County Appraisal Dist.*, 178 S.W.3d 879, 169 Oil & Gas Rep. 78, 2005 Tex. App. LEXIS 9177 (Tex. App. Amarillo Nov. 3, 2005, no pet.).

ATTORNEY GENERAL OPINIONS

Analysis

Jurisdiction.
Savings Clause.

Jurisdiction.

Despite the enactment of House Bill 1010 by the Eightieth Legislature, an appraisal district operating in overlapping territory by operation of Tex. Tax Code Ann. § 6.02(b) retains authority to hear and determine pending corrective motions and taxpayer protests concerning property in that territory that relate to the 2007, or prior, tax year. 2008 Tex. Op. Att'y Gen. GA-0631, 2008 Tex. AG LEXIS 45.

Savings Clause.

After the 2007 legislation that altered the legal framework for appraising property for ad valorem taxation in taxing units located in more than one county, an appraisal district is still responsible for litigation filed against it prior to January 1, 2008, and involving property that is no longer in its appraisal district; the general savings clause continues in effect relevant portions of Tex. Tax Code Ann. § 6.02, such that a taxing district has continuing authority to defend itself in the pending litigation, and a taxing unit has a continuing obligation to pay the related costs. 2008 Tex. Op. Att'y Gen. GA-0590, 2008 Tex. AG LEXIS 2.

Sec. 6.025. Overlapping Appraisal Districts; Joint Procedures [Repealed].

Repealed by Acts 2007, 80th Leg., ch. 648 (H.B. 1010), § 5(3), effective January 1, 2008.

HISTORY: Enacted by Acts 1995, 74th Leg., ch. 186 (H.B. 623), § 1, effective January 1, 1996; am. Acts 1997, 75th Leg., ch. 1357 (H.B. 670), § 1, effective January 1, 1998; am. Acts 1999, 76th Leg., ch. 250 (H.B. 1037), § 1, 2, effective January 1, 2000; am. Acts 2003, 78th Leg., ch. 455 (H.B. 703), § 1, effective January 1, 2004; am. Acts 2003, 78th Leg., ch. 1041 (H.B. 1082), § 1, effective January 1, 2004.

ATTORNEY GENERAL OPINIONS

Overlapping Districts.

With respect to property lying in overlapping appraisal districts, section 6.025(d) of the Tax Code requires the chief appraiser of each of the overlapping districts to enter in the

appraisal records the lowest values, appraised and market, listed by any of the overlapping districts. 2004 Tex. Op. Att'y Gen. GA-0283.

Sec. 6.03. Board of Directors.

(a) The appraisal district is governed by a board of directors. Five directors are appointed by the taxing units that participate in the district as provided by this section. If the county assessor-collector is not appointed to the board, the county assessor-collector serves as a nonvoting director. The county assessor-collector is ineligible to serve if the board enters into a contract under Section 6.05(b) or if the commissioners court of the county enters into a contract under Section 6.24(b). To be eligible to serve on the board of directors, an individual other than a county assessor-collector serving as a nonvoting director must be a resident of the district and must have resided in the district for at least two years immediately preceding the date the individual takes office. An individual who is otherwise eligible to serve on the board is not ineligible because of membership on the governing body of a taxing unit. An employee of a taxing unit that participates in the district is not eligible to serve on the board unless the individual is also a member of the governing body or an elected official of a taxing unit that participates in the district.

(b) Members of the board of directors other than a county assessor-collector serving as a nonvoting director serve two-year terms beginning on January 1 of even-numbered years.

(c) Members of the board of directors other than a county assessor-collector serving as a nonvoting director are appointed by vote of the governing bodies of the incorporated cities and towns, the school districts, the junior college districts, and, if entitled to vote, the conservation and reclamation districts that participate in the district and of the county. A governing body may cast all its votes for one candidate or distribute them among candidates for any number of directorships. Conservation and reclamation districts are not entitled to vote unless at least one conservation and reclamation district in the district delivers to the chief appraiser a written request to nominate and vote on the board of directors by June 1 of each odd-numbered year. On receipt of a request, the chief appraiser shall certify a list by June 15 of all eligible conservation and reclamation districts that are imposing taxes and that participate in the district.

(d) The voting entitlement of a taxing unit that is entitled to vote for directors is determined by dividing the total dollar amount of property taxes imposed in the district by the taxing unit for the preceding tax year by the sum of the total dollar amount of property taxes imposed in the district for that year by each taxing unit that is entitled to vote, by multiplying the quotient by 1,000, and by rounding the product to the nearest whole number. That number is multiplied by the number of directorships to be filled. A taxing unit participating in two or more districts is entitled to vote in each district in which it participates, but only the taxes imposed in a district are used to calculate voting entitlement in that district.

(e) The chief appraiser shall calculate the number of votes to which each taxing unit other than a conservation and reclamation district is entitled and shall deliver written notice to each of those units of its voting entitlement before October 1 of each odd-numbered year. The chief appraiser shall deliver the notice:

- (1) to the county judge and each commissioner of the county served by the appraisal district;
- (2) to the presiding officer of the governing body of each city or town participating in the appraisal district, to the city manager of each city or town having a city manager, and to the city secretary or clerk, if there is one, of each city or town that does not have a city manager;
- (3) to the presiding officer of the governing body of each school district participating in the district and to the superintendent of those school districts; and
- (4) to the presiding officer of the governing body of each junior college district participating in the district and to the president, chancellor, or other chief executive officer of those junior college districts.

(f) The chief appraiser shall calculate the number of votes to which each conservation and reclamation district entitled to vote for district directors is entitled and shall deliver written notice to the presiding officer of each conservation and reclamation district of its voting entitlement and right to nominate a person to serve as a director of the district before July 1 of each odd-numbered year.

(g) Each taxing unit other than a conservation and reclamation district that is entitled to vote may nominate by resolution adopted by its governing body one candidate for each position to be filled on the board of directors. The presiding officer of the governing body of the unit shall submit the names of the unit's nominees to the chief appraiser before October 15.

(h) Each conservation and reclamation district entitled to vote may nominate by resolution adopted by its governing body one candidate for the district's board of directors. The presiding officer of the conservation and reclamation district's governing body shall submit the name of the district's nominee to the chief appraiser before July 15 of each odd-numbered year. Before August 1, the chief appraiser shall prepare a nominating ballot, listing all the nominees of conservation and reclamation districts alphabetically by surname, and shall deliver a copy of the nominating ballot to the presiding officer of the board of directors of each district. The board of directors of each district shall determine its vote by resolution and submit it to the chief appraiser before August 15. The nominee on the ballot with the most votes is the nominee of the conservation and reclamation districts in the appraisal district if the nominee received more than 10 percent of the votes entitled to be cast by all of the conservation and reclamation districts in the appraisal district, and shall be named on the ballot with the candidates nominated by the other taxing units. The chief appraiser shall resolve a tie vote by any method of chance.

(i) If no nominee of the conservation and reclamation districts receives more than 10 percent of the votes entitled to be cast under Subsection (h), the chief appraiser, before September 1, shall notify the presiding officer of the board of directors of each conservation and reclamation district of the failure to select a nominee. Each conservation and reclamation district may submit a nominee by September 15 to the chief appraiser as provided by Subsection (h). The chief appraiser shall submit a second nominating ballot by October 1 to the conservation and reclamation districts as provided by Subsection (h). The conservation and reclamation districts shall submit their votes for nomination before October 15 as provided by Subsection (h). The nominee on the second nominating ballot with the most votes is the nominee of the conservation and reclamation districts in the appraisal district and shall be named on the ballot with the candidates nominated by the other taxing units. The chief appraiser shall resolve a tie vote by any method of chance.

(j) Before October 30, the chief appraiser shall prepare a ballot, listing the candidates whose names were timely submitted under Subsections (g) and, if applicable, (h) or (i) alphabetically according to the first letter in each candidate's surname, and shall deliver a copy of the ballot to the presiding officer of the governing body of each taxing unit that is entitled to vote.

(k) The governing body of each taxing unit entitled to vote shall determine its vote by resolution and submit it to the chief appraiser before December 15. The chief appraiser shall count the votes, declare the five candidates who receive the largest cumulative vote totals elected, and submit the results before December 31 to the governing body of each taxing unit in the district and to the candidates. For purposes of determining the number of votes received by the candidates, the candidate receiving the most votes of the conservation and reclamation districts is considered to have received all of the votes cast by conservation and reclamation districts and the other candidates are considered not to have received any votes of the conservation and reclamation districts. The chief appraiser shall resolve a tie vote by any method of chance.

(l) If a vacancy occurs on the board of directors other than a vacancy in the position held by a county assessor-collector serving as a nonvoting director, each taxing unit that is entitled to vote by this section may nominate by resolution adopted by its governing body a candidate to fill the vacancy. The unit shall submit the name of its nominee to the chief appraiser within 45 days after notification from the board of directors of the existence of the vacancy, and the chief appraiser shall prepare and deliver to the board of directors within the next five days a list of the nominees. The board of directors shall elect by majority vote of its members one of the nominees to fill the vacancy.

(m) [Repealed by Acts 2007, 80th Leg., ch. 648 (H.B. 1010), § 5(4), effective January 1, 2008.]

HISTORY: Enacted by Acts 1979, 66th Leg., ch. 841 (S.B. 621), § 1; am. Acts 1981, 67th Leg., 1st C.S., ch. 13 (H.B. 30), §§ 15, 167(a), effective January 1, 1982; am. Acts 1987, 70th Leg., ch. 59 (S.B. 469), § 1, effective September 1, 1987; am. Acts 1987, 70th Leg., ch. 270 (H.B. 268), § 1, effective August 31, 1987; am. Acts 1989, 71st Leg., ch. 1123 (H.B. 2301), § 2, effective January 1, 1990; am. Acts 1991, 72nd Leg., ch. 20 (S.B. 351), § 15, effective August 26, 1991; am. Acts 1991, 72nd Leg., ch. 371 (H.B. 864), § 1, effective

OUTLINE OF REQUIRED DATES

1. *Before October 1* of an odd-numbered year, the chief appraiser must notify each voting taxing unit of the number of votes it may cast.
2. *Before October 15* each voting unit may nominate **by resolution** adopted by its governing body, one candidate for each position on the board of directors and must submit the names and addresses of the nominees to the chief appraiser.
3. *Before October 30* the chief appraiser must prepare a ballot listing all nominees alphabetically by each candidate's last name. The chief appraiser must deliver a copy of this ballot to the presiding officer of the governing body of each voting unit.
4. *Before December 15* the governing body of each taxing unit entitled to vote may cast votes for one candidate or may distribute the votes among a number of candidates on the ballot and shall determine its vote **by resolution** and submit it to the chief appraiser.
5. *Before December 31* the chief appraiser must count the votes and declare the candidates who received the largest vote totals elected and submit the results to the governing body of each taxing unit in the district and to the candidates.

KLEBERG COUNTY APPRAISAL DISTRICT
2022-2023 BOARD OF DIRECTORS
TAXING ENTITY CALCULATION OF VOTES

KLEBERG COUNTY

$$\begin{array}{rcl}
 \$12,199,834.50 & \div & \$39,809,013.07 \\
 0.306459 & \times & 1000 \\
 306.46 & = & 306 \\
 306 & \times & 5 \\
 & = & 1530
 \end{array}$$

CITY OF KINGSVILLE

$$\begin{array}{rcl}
 \$7,331,592.33 & \div & \$39,809,013.07 \\
 0.184169 & \times & 1000 \\
 184.17 & = & 184 \\
 184 & \times & 5 \\
 & = & 920
 \end{array}$$

KINGSVILLE I.S.D.

$$\begin{array}{rcl}
 \$13,237,495.77 & \div & \$39,809,013.07 \\
 0.332525 & \times & 1,000 \\
 332.53 & = & 333 \\
 333 & \times & 5 \\
 & = & 1665
 \end{array}$$

RICARDO I.S.D.

$$\begin{array}{rcl}
 \$2,083,702.02 & \div & \$39,809,013.07 \\
 0.052342 & \times & 1000 \\
 52.34 & = & 52 \\
 52 & \times & 5 \\
 & = & 260
 \end{array}$$

RIVIERA I.S.D.

$$\begin{array}{rcl}
 \$2,764,186.22 & \div & \$39,809,013.07 \\
 0.069436 & \times & 1,000 \\
 69.44 & = & 69 \\
 69 & \times & 5 \\
 & = & 345
 \end{array}$$

SANTA GERTRUDIS I.S.D.

$$\begin{array}{rcl}
 \$1,098,656.54 & \div & \$39,809,013.07 \\
 0.027598 & \times & 1,000 \\
 27.60 & = & 28 \\
 28 & \times & 5 \\
 & = & 140
 \end{array}$$

KLEBERG COUNTY APPRAISAL DISTRICT
2022-2023 BOARD OF DIRECTORS
TAXING ENTITY CALCULATION OF VOTES

SOUTH TEXAS WATER AUTHORITY

$$\begin{array}{rcl}
 \$1,039,951.49 & \div & \$39,809,013.07 \\
 0.026124 & \times & 1,000 \\
 26.12 & = & 26 \\
 26 & \times & 5 \\
 & = & \underline{130}
 \end{array}$$

KENEDY COUNTY GROUNDWATER

$$\begin{array}{rcl}
 \$47,717.90 & \div & \$39,809,013.07 \\
 0.001199 & \times & 1,000 \\
 1.20 & = & 1 \\
 1 & \times & 5 \\
 & = & \underline{5}
 \end{array}$$

CITY OF CORPUS CHRISTI

$$\begin{array}{rcl}
 \$5,876.30 & \div & \$39,809,013.07 \\
 0.00015 & \times & 1,000 \\
 0.15 & = & 1 \\
 1 & \times & 5 \\
 & = & \underline{5}
 \end{array}$$

KLEBERG COUNTY PRAISAL DISTRICT
2022-2023 BOARD OF DIRECTORS
TAXING ENTITY VOTES

TAXING JURISDICTIONS	2020 LEVIES	PERCENT	TOTAL VOTES	CALCULATED DISTRICT VOTES	ACTUAL VOTES
KLEBERG COUNTY	\$12,199,834.50	0.306459	5000	1532	1530
CITY OF KINGSVILLE	\$7,331,592.33	0.184169	5000	921	920
KINGSVILLE I.S.D.	\$13,237,495.77	0.332525	5000	1663	1665
RICARDO I.S.D.	\$2,083,702.02	0.052342	5000	262	260
RIVIERA I.S.D.	\$2,764,186.22	0.069436	5000	347	345
SANTA GERTRUDIS I.S.D.	\$1,098,656.54	0.027598	5000	138	140
SOUTH TEXAS WATER AUTHORITY	\$1,039,951.49	0.026124	5000	131	130
KENEDY COUNTY GROUNDWATER	\$47,717.90	0.001199	5000	6	5
CITY OF CORPUS CHRISTI	<u>\$5,876.30</u>	0.000148	5000	1	5
TOTAL	\$39,809,013.07	100.00%	5000	5000	5000

RESOLUTION NO. 2021- _____

A RESOLUTION NOMINATING CERTAIN PERSON(S) AS CANDIDATE(S) FOR ELECTION TO THE BOARD OF DIRECTORS FOR THE KLEBERG COUNTY APPRAISAL DISTRICT; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is time to select the Kleberg County Appraisal District Board of Directors for the 2022-2023 term and the City (as a taxing unit) has the right to nominate a candidate(s) to the Board and later will have the right to vote on candidates for the Board;

WHEREAS, the City approved the nomination of Albert Garcia on June 28, 2021 via resolution #21-43 and now wishes to add another candidate as well;

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

I.

THAT the City of Kingsville herewith nominates the following persons as candidates for election to the Board of Directors for the Kleberg County Appraisal District:

KINGSVILLE, TEXAS 78363

AND

Albert Garcia
1243 E. Yoakum
KINGSVILLE, TEXAS 78363

II.

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

III.

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

PASSED AND APPROVED by a majority vote of the City Commission on the 27th day of September, 2021.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #23

AGENDA ITEM #24

AGENDA ITEM #25

**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Deborah Balli, Finance Director

DATE: September 23, 2021

SUBJECT: Charitable Care Assistance Policy

Summary:

There is a Federal Uncompensated Care Program for Charity Care and the program requires the City of Kingsville to have an approved Charity Care Policy in order to participate in the receiving funding.

Financial Impact:

Without the policy approved, the City of Kingsville cannot receive funding.

Recommendation:

Staff recommends the approval of the Charitable Care Assistance Policy.



RESOLUTION NO. 2021-_____

A RESOLUTION ADOPTING THE CITY OF KINGSVILLE FIRE DEPARTMENT CHARITABLE CARE ASSISTANCE POLICY.

WHEREAS, the City has been made aware of a federal program that would allow for persons transported by the City of Kingsville Fire Department ambulance service who meet certain Federal Poverty Level criteria to possibly be eligible for 100% Charitable Care discounting of their ambulance bill, provided that they do not have insurance or other financial resources that would pay for such transport;

WHEREAS, the City believes it to be in the best interest of the City and its citizens to provide the Charitable Care Assistance Policy.

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

I.

THAT the City of Kingsville Fire Department Charitable Care Assistance Policy be adopted as per the document attached hereto.

II.

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

III.

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

PASSED AND APPROVED by a majority vote of the City Commission on the 27th day of September, 2021.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

Kingsville Fire Department

CHARITABLE CARE ASSISTANCE (CCA) POLICY

Effective Date: October 1, 2020

Approval Date: _____

Approved by: _____

Printed Name

Title

Persons transported by The City of Kingsville Fire Department (KFD) who meet certain Federal Poverty Level ("FPL") criteria may be eligible for 100% Charitable Care discounting of their ambulance bill, provided that they do not have insurance or other financial resources that would pay for such transport.

PURPOSE

The purpose of this policy is to recognize that Kingsville Fire Department may provide ambulance services to patients who may not have the means to pay the ambulance transport fee due to circumstances beyond their control. It is not the intent of this policy to provide charity care to patients who have the ability to pay or patients who have private insurance, Medicare, Medicaid or other third-party coverage.

POLICY

It is the policy of Kingsville Fire Department to provide ambulance services to our community without regards to a patient's and/or guarantor's ability to pay for these services. We maintain a charity care policy for patients who are unable to pay for all or part of their care for various reasons.

Charity care is not available for patients who are able to pay for their care. For those patients who are able to pay for their care, Kingsville Fire Department shall require payment but may offer special arrangements, including payment plans, with approval of **City of Kingsville Finance Department**. Payment plan inquiries shall be directed to P.O. Box 1458, Kingsville, TX 78364.

GUIDELINES

These guidelines are provided to the contractor(s) currently performing ambulance billing and collections and revenue maximization consulting services for Kingsville Fire Department. The contractor(s) may rely on these guidelines and provide hardship assistance without further approval from Kingsville Fire Department. However, Kingsville Fire Department reserves the right

to review any of the accounts that were deemed eligible for charity care in order to ascertain if the contractor is acting in conformity with the guidelines. Kingsville Fire Department further reserves the right to modify this policy at any time.

Full charity care reduction (100% write-off of ambulance service charges to charity care) shall be granted to patients earning less than or equal to 400% of the Federal Poverty Level (FPL), as published annually by the Department of Health and Human Services. Kingsville Fire Department and/or its contractor(s) shall rely on financial data provided by the patient and may also utilize data from credit bureaus and other sources to determine if the patient is eligible for charity care. Once it is determined that the patient is eligible for charity care, Kingsville Fire Department or its contractor(s) shall make no further attempts to collect payment from the patient.

If you wish to apply for the Charitable Care Program for yourself or a member of your family, you may contact KFD's Contracted EMS Billing Company at the phone number listed on the ambulance bill and request a Charitable Care Application. Kingsville Fire Department and its contracted vendor will then verify information on the submitted and complete application and assess financial eligibility per the guidelines listed above. The applicant will be sent an approval or denial letter. If approved, a full charity care discount will be applied to the eligible patient's transport charges. If denied, the applicant is responsible for paying the total amount of the bill.

Reference: <https://aspe.hhs.gov/poverty-guidelines>