AGENDA CITY COMMISSION

MONDAY, SEPTEMBER 12, 2022
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

APPROVED BY:

Mark McLaughlin City Manager

I. Preliminary Proceedings.

OPEN MEETING

INVOCATION / PLEDGE OF ALLEGIANCE — (Mayor Fugate)
MINUTES OF PREVIOUS MEETING(S)

None

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

1. None

III. Reports from Commission & Staff.²

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

IV. Public Comment on Agenda Items.³

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

V. Consent Agenda

Notice to the Public

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being discussed separately unless requested by a Commission Member in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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

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

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

1. Motion to approve final passage of an ordinance amending the Fiscal Year 2021-2022 Budget to accept and expend a donation from Keep Kingsville Beautiful for Train Depot repairs and lighting for main street. (Tourism Director).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.4

- 2. Consider 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 01, 2022 and ending September 30, 2023 in the particulars hereinafter stated. (Finance Director).
- 3. Consider ratifying the property tax increase reflected in the 2022-2023 Annual Budget of the City of Kingsville. (Finance Director).
- 4. Consider final passage 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, 2022 and ending September 30, 2023, 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).
- 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).
- 6. Consider 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).
- 7. Consider 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).

- 8. Consideration and approval of a resolution authorizing the publication of Notice of Intention to issue certificates of obligation. (TWDB-FIF Drainage Project #8- Paulson Falls). (City Attorney).
- Consider a resolution authorizing the City Manager to enter into a Collective Bargaining Agreement between the City of Kingsville, Texas and the Kingsville Professional Firefighter's Association, International Association of Firefighters (IAFF) Local #2390 for Fiscal Years 2022-2024, repealing all conflicting resolutions and providing for an effective date. (Human Resources Director)
- 10. Consider introduction of an ordinance amending the Fiscal Year 2021-2022 Budget to provide additional funding for overages that cannot be covered by the current budget. (Finance Director).
- 11. Consider introduction of an ordinance amending the Fiscal Year 2021-2022 Budget to accept and expend grant funding for the 2022 Local Border Security Program (LBSP). (Finance Director).
- 12. Consider introduction of an ordinance amending the Fiscal Year 2021-2022 Budget to provide additional funding for wastewater utilities and sanitation vehicle maintenance and motor gas and oil. (Public Works Director).
- 13. Consider awarding RFP #22-17 Kingsville Police Department Covered Canopies to Rusty Van Fleet Construction Inc., as per staff recommendation, and authorize the City Manager to execute contract for same. (ARP Funds) (Purchasing Manager).
- 14. Consider authorizing the use of ARP Funds for Kingsville Police Department Covered Canopies. (Purchasing Manager).
- 15. Executive Session: Pursuant to Section 551.074, of the Texas Open Meetings Act, the City Commission shall convene in executive session to deliberate the evaluation & duties of the City Manager, City Attorney, and Municipal Court Judge. (Mayor Fugate).

VII. Adjournment.

- 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:

<u>September 8, 2022</u> at <u>11:30 A.M.</u> and remained so posted continuously for at least 72 hours proceeding the schedule time of said meeting.

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

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

By:
City Secretary's Office

City of Kingsville, Texas

CONSENT AGENDA

AGENDA ITEM #1



P. O. BOX 1458 - KINGSVILLE, TEXAS 78364

Date: August 18, 2022

To: City Commission via City Manager Mark McLaughlin

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

From: Janine Reyes, Director of Tourism Services

Summary: Keep Kingsville Beautify obtained a \$5,000 Union Pacific Grant several years ago in order to move the caboose downtown and restore it for display near the Train Depot. However, upon further review of the caboose, it became apparent that it was too far gone to restore. Union Pacific recommended KKB find another project related to Train Depot to properly expend the funds. Tourism has been working to identify a project and requested that KKB use the funds to assist with the cost of preventative maintenance at the Train Depot that had gone above the original quote for work due in part to increased material costs. KKB's board agreed to fund that work with the grant funds. As work began on the Train Depot, additional preventative maintenance projects were identified and completed while it was closed for maintenance and due to low staffing levels. These two projects exceeded the grant amount, and KKB identified Festival de la Lotería revenues as another funding source to provide a donation beyond the grant amount.

In a continuing effort to beautify downtown Kingsville, Tourism further requested that KKB fund new LED lights in the downtown area in order to replace loose light strands and provide an updated consistent look throughout the year. The KKB board also approved this funding for a total donation of \$11,374.00. City staff is available to install the lights.

The expenses covered with this KKB donation are as follows:

- Increase in materials at the Train Depot: \$3,263.00
- Ceiling and planter painting: \$3,265.00
- LED lights for Train Depot and Main Street: \$4,819.00

Financial Impact: This donation will cover expenses that went above budgeted repairs at the Train Depot in the amount of \$6,528. This donation will pay for LED lights for Main Street at a cost of \$4,819. The total financial benefit to the City of Kingsville on Train Depot and Main Street projects is \$11,347.00.

Recommendation: Staff recommends Commission approve and accept this donation.

ORDINANCE NO.	2022-
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AN ORDINANCE AMENDING THE FISCAL YEAR 2021-2022 BUDGET TO ACCEPT AND EXPEND A DONATION FROM KEEP KINGSVILLE BEAUTIFUL FOR TRAIN DEPOT REPAIRS AND LIGHTING FOR MAIN STREET.

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

1.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2021-2022 budget be amended as follows:

CITY OF KINGSVILLE DEPARTMENT EXPENSES BUDGET AMENDMENT #64

Dept Dept No. Name		Account Name	Account Number	Budget Increase	Budget Decrease	
Fund 0	002 - Touris	m Fund				
Reveni	ues					
1070 Tourism Donations		72030	\$11,347			
Expend	ditures					
1071	Tourism	Grounds & Perm Fixtures	59100	\$11,347		

[To amend the City of Kingsville FY 21-22 Budget to accept and expend a donation from Keep Kingsville Beautiful for Train Depot Repairs and Lighting for Main Street. Funding will come from the donation received for the specified purpose.]

11.

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.

publication as required by law.
INTRODUCED on this the 6th day of September 2022.
PASSED AND APPROVED on this the 12th day of September 2022.
EFFECTIVE DATE:
Sam R. Fugate, Mayor
ATTEST:
Mary Valenzuela, City Secretary
APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

THAT this Ordinance shall not be codified but shall become effective on and after adoption and

REGULAR AGENDA

AGENDA ITEM #2



CITY OF KINGSVILLE LEGAL DEPARTMENT

P.O. Box 1458, Kingsville Texas 78364 Phone: 361-595-8016 Fax: 361-592-4696

Date: September 6, 2022

To: City Commission Members

From: Courtney Alvarez, City Attorney

Re: Motion to Vote on Budget FY22-23

The vote on the ordinance setting the budget can be made in the following form:

"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 01, 2022 and ending September 30, 2023 in the particulars hereinafter stated."

Budget Orda

NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of \$0.82500 per \$100 valuation has been proposed by the governing body of CITY OF KINGSVILLE.

PROPOSED TAX RATE \$0.82500 per \$100 NO-NEW-REVENUE TAX RATE \$0.81303 per \$100 VOTER-APPROVAL TAX RATE \$0.84485 per \$100

The no-new-revenue tax rate is the tax rate for the 2022 tax year that will raise the same amount of property tax revenue for CITY OF KINGSVILLE from the same properties in both the 2021 tax year and the 2022 tax year.

The voter-approval rate is the highest tax rate that CITY OF KINGSVILLE may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that CITY OF KINGSVILLE is proposing to increase property taxes for the 2022 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 6, 2022 AT 5:00 PM AT City Hall, Helen Kleberg Groves Community Room, 400 W. King Avenue, Kingsville, Texas 78363.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, CITY OF KINGSVILLE is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the City Commission of CITY OF KINGSVILLE at their offices or by attending the public hearing mentioned above. YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

Property tax amount= (tax rate) x (taxable value of your property)/100

FOR the proposal:

AGAINST the proposal:

PRESENT and not voting:

ABSENT:

Visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by CITY OF KINGSVILLE last year to the taxes proposed to be imposed on the average residence homestead by CITY OF KINGSVILLE this year.

	2021	2022	Change
Total tax rate (per \$100 of value)	\$0.84000	\$0.82500	decrease of -0.01500, or -1.79%
Average homestead taxable value	\$97,003	\$102,049	increase of 5,046, or 5.20%
Tax on average homestead	\$814.83	\$841.90	increase of 27.07, or 3.32%
Total tax levy on all properties	\$8,210,401	\$8,372,394	increase of 161,993, or 1.97%

For assistance with tax calculations, please contact the tax assessor for CITY OF KINGSVILLE at 361-595-8542 or vvaladez@co.kleberg.tx.us, or visit co.kleberg.tx.us for more information.

Steps Required for Proposal and Adoption of Budget

Entity Name: CITY OF KINGSVILLE	Date: 08/23/2022 10:54 AM				
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Steps for the Proposal of the Budget:

This year's property tax levy will raise more revenue from property taxes than in the preceding year. The governing body must hold a separate vote to ratify the property tax increase reflected in the budget. This vote must be in addition to and separate from the vote to adopt the budget or the vote to set the tax rate. Counties that maintain a website must post the proposed budget when it is filed with the county clerk. The adopted budget must also be posted on the website when it is filed with the county clerk.

The following statement must be included on the notices of public hearing on proposed budget. It must also be included on the cover page of the proposed budget, in 18-point type or larger.

THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$161,993 OR 1.97%, AND OF THAT AMOUNT, \$54,652 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.

Steps for the Adoption of the Budget:

- -A vote to adopt the budget must be a record vote.
- -An adopted budget must contain a cover page stating a record vote of each member of the governing body by name, the property tax rates for the current and preceding fiscal year, the total amount of debt obligations, and the following statement in 18 point font:

This budget will raise more revenue from property taxes than last year's budget by an amount of \$161,993, which is a 1.97 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$54,652.

-The budget and cover page must be filed with the clerk and posted on the entity's website at least until the date of the first anniversary the budget is adopted.



NOTICE OF PUBLIC HEARING ON BUDGET

Notice is hereby given that a Public Hearing on the proposed City of Kingsville Budget for Fiscal Year 2022-2023 will be held on Tuesday, September 6, 2022, at 5 p.m. at the Helen Kleberg Groves Community Room, City Hall, 400 West King Avenue, Kingsville, Texas.

Using the proposed tax rate, which is the rate the budget is based on, this budget will raise more total property taxes than last year's budget by \$314,218 or 3.83%, and of that amount \$55,646 is tax revenue to be raised from new property added to the tax roll this year.

A copy of the proposed budget is on file in the offices of the City of Kingsville City Secretary and the Director of Finance and on the City's website: (www.cityofkingsville.com) since August 8, 2022, for the public to review. All interested citizens will have the opportunity to give written and oral comments at the Public Hearing.

NOTICE OF PUBLIC MEETING TO DISCUSS **BUDGET AND PROPOSED TAX RATE**

The SANTA GENTRUPUS BID will bed 3 public corriegt as 600 pcg. August 11, 2021 in Mary 141 King Roach, Kingsville, TX 1748. The j Givens the orband Gentru's bright shot will determine the tax rein that will be adopted. Public participation in the Europe and Best incl.

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NOTICE OF PUBLIC MEETING TO DISCUSS BUDGET AND PROPOSED TAX RATE

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Approved by Local Voters

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NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of \$0.720000 per \$100 valuation has been proposed by the governing body of City of

PROPOSED TAX RATE NO-NEW-REVENUE TAX RATE VOTER-APPROVAL TAX RATE \$0.731652 per \$100

no-new-revenue tex rate is the tax rate for the 2022 tex year that will raise the same amount of property tax revenue for City of Bishop from the same properties in both the 2021 tax year and the 2022 tax year.

The voter-approval rate is the highest tax rate that City of Bishop may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that City of Bishop is proposing to increase property taxes for the 2022 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON August 29, 2022 AT 5:30 PM AT Bishop City Hail. 203 East Main St. Bishop Texas 78343.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, City of Bishop into proposed that rates a not greater than the voter-approval that rate, as a result, city of busings is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by confaciling the members of the City Council of City of Bishop at their offices or by attending the public

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

Property tax amounts (tax rate) x (taxable value of your property)/100

FOR the proposal: Bill Boswell Mayor Pro Tem Albert Gusjardo

AGAINST the proposal PRESENT and not Mayor Tem Miller

Cynthia Contreres

Visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property laxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texa testistature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by City of Bishop last year to the taxes proposed to be imposed on the average residence homestead by Cit of Bishop this year.

	2021	2022	Change
Total tax rats (per \$100 of value)	\$0.749945	\$0.720000	decrease of -0.029945 or -3.59%
Average homestead taxable value	\$99,065	\$106,176	Increase of 7,111, or 7,18%
Tax on sverage homestead	\$742.93	\$764.47	increase of 21.54, or 2.90%
Total tax levy on all	\$973,274	\$1.010,689	Increase of 37,415, or

For assistance with tax calculations, piense contact the tax assessor for City of Hishop at (361) 584-2567 or Salvador.Ochos@cityofbishoptx.com, or visit cityofbishoptx.com for more information

Notice of Adopted 2022 Tax Rate

CITY OF KINGSVILLE ADOPTED A TAX RATE THAT WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 0.73 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$-15.82.

CITY OF KINGSVILLE Fiscal Year 2022-2023 Budget Cover Page

This budget will raise more revenue from property taxes than last year's budget by an amount of \$161,993, which is a 1.97 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$54,652.

The members of the governing body voted on the budget as follows: **FOR:**

AGAINST:

PRESENT and not voting:

ABSENT:

Property Tax Rate Comparison

	2022-2023	2021-2022
Property Tax Rate:	\$0.82500/100	\$0.84000/100
No-New-Revenue Tax Rate:	\$0.81303/100	\$0.80651/100
No-New-Revenue Maintenance & Operations Tax Rate:	\$0.65434/100	\$0.66356/100
Voter-Approval Tax Rate:	\$0.84485/100	\$0.84961/100
Debt Rate:	\$0.16590/100	\$0.16508/100

Total debt obligation for CITY OF KINGSVILLE secured by property taxes: \$0

2022 Governing Body Summary #1A* Benchmark 2022 Tax Rates CITY OF KINGSVILLE

Date: 08/23/2022 10:55 AM

DESCRIPTION OF TAX RATE	TAX RATE PER \$100	THIS YEAR'S TAX LEVY**	ADDITIONAL TAX LEVY
No-New-Revenue Tax Rate	\$0.81303	\$8,250,918	
One Percent \$100 Tax Increase***	\$0.82116	\$8,333,424	\$82,506
One Cent per \$100 Tax Increase***	\$0.823030	\$8,352,401	\$101,483
De Minimis Rate	\$0.86950	\$8,823,996	\$573,078
VAR NOT adjusted for Unused Increment Rate	\$0.84485	\$8,573,839	\$322,921
VAR adjusted for Unused Increment Rate	\$0.84485	\$8,573,839	\$322,921
Last Year's Tax Rate	\$0.84000	\$8,524,619	\$273,701
Proposed Tax Rate	\$0.82500	\$8,372,394	\$121,476

^{*}These figures are provided as estimates of possible outcomes resulting from varying the tax rate. Please be aware that these are only estimates and should not be used alone in making budgetary decisions.

^{**}Tax levies are calculated using line 21 of the No-New-Revenue Tax Rate Worksheet and this year's frozen tax levy on homesteads of the elderly or disabled.

^{***}Tax increase compared to no-new-revenue tax rate.

Ricardo performs well on STAAR assessments

BY EMERI DREWRY REPORTER

The Ricardo ISD (RISD) official STAAR Assessment scores are in. The STARR exam is taken to ensure each student is ready to move on and perform well at the next grade level. The STAAR assessment scores encompass tests for third through eighth grade in Math, Reading, Science and Social Stud-

Ricardo Elementary School, third through fourth grade, had an overall rating of 79 out of 100. The overall per-formance data explained three areas of growth. Student achievement scored an 83 out of 100 points. This area deter-mines if the student's met expectations on the STAAR test. School progress scored an 84 out of 100 points. This

area determines how students preform over time and showcases the school's performance compared to others with the same popula-tion. Closing the gaps scored a 68 out of 100 points. This area determines how all students are doing as a whole. The school received the distinction of academic achievement in one area, Academic Achievement in Mathematics.

"We are really proud of 100. The overall per-of our staff, teachers, students and parents and their growth and gains that lead to these out-comes," RISD Superintendent Gina Garza said. 'I have every confidence in our teaching staff that we are going to continue to close the gasps created by the pandemic."

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Eight businesses score perfect in food inspections

BY TERRY FITZWATER PUBLISHER

The City of Kingsville Health Department inspect-ed 25 different food establishments from Aug. 1 to Aug. 12, and every establish-ment registered a solid "A" score at the completion of the inspection.

Eight of the stores tallied a perfect 100 score out of a possible 100 points. Leading the way were the Hive Nutrition in Ricardo, Gregg's Short Stop, McDonaid's No. 3, Dix-ie Cream Donuts, Mariachi House of Burgers, Weavers of Love Soup Kitchen, Academy

High School, and Rev It Up. Following closely behind were seven additional establishments that just missed

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Coming in with a score of 98 was Taqueria El Chato,

Five businesses scored solid "As" of 97 points, includ-ing The Cypress Nutrition, the bakery at Walmart, the meat market at Walmart, Boat & Net, and Dollar General on N. 14th.

At 96 points were the gro-cery at Walmart and Love's Truck Stop.

Truck Stop.

The Kingsville Food Mart and Ricardo Food Mart both wound up with 95 points, while the Kingsville Bakery had 2 93

LOOKING FOR A

REPORTE

Come join one of Texas's most historic newspapers and be a part of the great revitalization taking place at our newspaper. We are the Kingsville Record, founded by the King Ranch in 1906 and a vital part of Kleberg County ever since. Under new leadership, the Record has revitalized its staff, redesigned its product and is ready to branch out in many fields of social media and specialty products. If you are a solid writer, have a good nose for a good story, understand and like social media, we have a special opportunity for you. Located less than 15 minutes from Baffin Bay and 30 minutes south of Corpus Christi, the Kingsville Record is part of the community that is home to Texas A&M-Kingsville. Naval Air Station—Kingsville where naval fighter pilots are trained, and the historic King Ranch. We have a friendly staff, and you'll work with an award-winning publisher, editor and staff.

Please send resume and cover letter to Publisher Terry Fitzwater at editor@kingsvillerecord.com or call (361) 345-1334.

The Kingsville Record is an equal opportunity employer.

NOTICE OF PUBLIC MEETING TO DISCUSS BUDGET AND PROPOSED TAX RATE

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Comparison of Proposed Budget with Last Year's Budget

Total Expension 126% ferres

Total Appraised Value and Total Taxable Value Conca Ton You

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Bended Indebtedness

Comparison of Proposed Rates with Last Year's Rates <u>Operation</u> \$3.874700 S1.1379X-6 93,93% \$7.2% \$4,873 51.924000 \$1,264160 51.149999 \$7,760 51371 poud Rite \$4,6676/0 \$1,251913 \$1,119543 \$7.235 "The learnest & Sichlarg Fund to a revenue to eard to pay for broaded inchlorations on communities. The broads, and the tot side are mounty to pay those broads, were expected by the mount of this dis-

Comparison of Proposed Levy with Last Year's Levy on Average Residence

inge Flaties Vidae of Rossian o \$74,965 \$53.40) n Year's Rate Venior Proposed Ritte per \$100 Yellor \$1,130%6 \$1.115670 ars Dit on Armoge Residence \$851.54 1366.03

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<u>rund B. His</u>io log existents below as will remain at the end of the course live al year and are and It operating the district below are rips of the firm stay and payment.

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NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of \$0.84000 per \$100 valuation has been proposed by the governing body of CITY OF

VOTER-APPROVAL TAX RATE

\$0.81303 per \$100 \$0.84485 per \$100

The no-new-revenue tax rate is the tax rate for the 2022 tax year that will raise the same amount of property tax revenue for CITY OF KINGSVII.LE from the same properties in both the 2021 tax year and the 2022 tax

The votor-approval rate is the highest tax rate that CHY OF KINGSVILLE may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that CITY OF KINGSVILLE is proposing to increase property taxes for the 2022 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELO ON September 6, 2022 AT 5:00 PM AT City Hall, Helen Kleberg Groves Community Room, 400 W, King Avenuc, Kingsville, Texas

The proposed lax rate is not greater than the voter-approval rax rate. As a result, CITY OP KINGSVILLE is no required to hold an election at which voters may accept or reject the proposed tax rate. However, you may exprest your support for or opposition to the proposed tax rate by contacting the members of the City Commission of CITY OF KINGSVILLE at their offices or by attenting the public hearing mentioned above YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

Property tax amount= (tax rate) x (taxable value of your property)/100

FOR the proposal

GAINST the proposal:

PRESENT and not voting:

Visit Teras-gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, Including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislatine modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by CITY OF KINGSVILLE list year to the taxes proposed to be imposed on the average residence homestead by CITY OF KINGSVILLE this year.

•	2021	2022	Change
Total tax rate (per \$100 of value)	\$0.84000	\$0.84000	increase of 0.00000, or 0.00%
Average homestead taxable value	\$97,003	\$102,049	increase of 5,046, or 5,20%
Tax on average homestead	\$814.83	\$857.21	increase of 42.38, or 5,20%
Total tax levy on all properties	\$8,210,401	\$8,524,619	Increase of 314,218, or 3.83%

Section 26.05(b) of Property Tax Code Worksheet for Determination of Steps Required for Adoption of Tax Rate CITY OF KINGSVILLE

M&O Tax Increase in Current Year	
1. Last year's taxable value, adjusted for court-ordered reductions. Enter Line 8 of the No- New-Revenue Tax Rate Worksheet.	\$971,768,106
2. Last year's M&O tax rate. Enter Line 28 of the Voter-Approval Tax Rate Worksheet.	\$0.67492/\$100
3. M&O taxes refunded for years preceding tax year 2021. Enter Line 31A of the Voter-Approval Tax Rate Worksheet.	\$38,500
4. TIF Adjustment. Enter Line 31B of the Voter-Approval Tax Rate Worksheet.	\$0
5. Last year's M&O tax levy. Multiply line 1 times line 2 and divide by 100. To the result, add line 3 and subtract line 4.	\$6,597,157
6. This year's total taxable value. Enter line 21 of the No-New-Revenue Tax Rate Worksheet.	\$1,014,835,601
7. This year's proposed M&O tax rate. Enter the proposed M&O tax rate approved by the Governing Body.	\$0.65910/\$100
8. This year's M&O tax levy. Multiply line 6 times line 7 and divide by 100.	\$6,688,781
9. M&O Tax Increase (Decrease). Subtract line 5 from line 8.	\$91,624
Comparison of Total Tax Rates	
10. No-New-Revenue Total Tax Rate.	\$0.81303/\$100
11. This year's proposed total tax rate.	\$0.82500/\$100
12. This year's rate minus No-New-Revenue rate. Subtract line 10 from line 11.	\$0.01197
13. Percentage change in total tax rate. Divide Line 12 by line 10.	1.47%
Comparison of M&O Tax Rates	NAMES AND ADMINISTRAÇÃO DE COMPANSO DE
14. No-New-Revenue M&O Tax Rate. Enter line 39 of the Voter-Approval Tax Rate Worksheet.	\$0.65434/\$100
15. This year's proposed M&O tax rate.	\$0.65910/\$100
16. This year's rate minus No-New-Revenue rate. Subtract line 14 from line 15.	\$0.00476
17. Percentage change in M&O tax rate. Divide line 16 by line 14.	0.73%
Raised M&O Taxes on a \$100,000 Home	
18. This year's taxable value on a \$100,000 home.	\$100,000
19. Last year's M&O tax rate.	\$0.67492/\$100
20. This year's proposed M&O tax rate.	\$0.65910/\$100
21. This year's raised M&O taxes. Subtract line 19 from line 20 and multiply result by line 18.	\$-15.82

Notice about 2022 Tax Rates

Property tax rates in CITY OF KINGSVILLE.

This notice concerns the 2022 property tax rates for CITY OF KINGSVILLE. This notice provides information about two tax rates used in adopting the current tax year's tax rate. The no-new-revenue tax rate would impose the same amount of taxes as last year if you compare properties taxed in both years. In most cases, the voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election. In each case, these rates are calculated by dividing the total amount of taxes by the current taxable value with adjustments as required by state law. The rates are given per \$100 of property value.

This year's no-new-revenue tax rate This year's voter-approval tax rate \$0.81303/\$100 \$0.84485/\$100

To see the full calculations, please visit co.kleberg.tx.us for a copy of the Tax Rate Calculation Worksheet.

Unencumbered Fund Balances

The following estimated balances will be left in the taxing unit's accounts at the end of the fiscal year. These balances are not encumbered by corresponding debt obligation.

Type of Fund

Balance

Maintenance & Operations

6,833,759

GO Debt Service Interest & Sinking

593,539

Current Year Debt Service

The following amounts are for long-term debts that are secured by property taxes. These amounts will be paid from upcoming property tax revenues (or additional sales tax revenues, if applicable).

Description of Debt	Principal or Contract Payment to be Paid from Property Taxes	Interest to be Paid from Property Taxes	Other Amounts to be Paid	Total Payment		
fy23 Debt Service 1,446,908 2		227,368	5,500	1,679,776		
Total required for 202	2 debt service		\$1,679,	776		
- Amount (if any) paid funencumbered funds	rom funds listed in		\$0			
- Amount (if any) paid f	rom other resources			\$0		
- Excess collections last	year		\$11,	947		
= Total to be paid from	taxes in 2022		\$1,667,8	329		
+ Amount added in antic collect only 99,06% of i	cipation that the unit will ts taxes in 2022	\$15,826				
= Total debt levy			\$1,683,0	555		

This notice contains a summary of actual no-new-revenue and voter-approval calculations as certified by Maria Victoria Valadez, Tax Assessor Collector on 08/23/2022 .

Visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

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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, 2022 AND ENDING SEPTEMBER 30, 2023 IN THE PARTICULARS HEREINAFTER STATED.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF KINGSVILLE, TEXAS, that the budget for FY 2022-2023 is adopted as follows:

Section One: The official budget for the City of Kingsville for the fiscal year beginning October 01, 2022 and ending September 30, 2023 has been presented to the City Commission by the City Manager, several budget workshops were conducted on such budget, along with a duly noticed public hearing, and the budget is hereby approved.

Section Two: The budget contains a complete financial statement of the City and shows (1) the outstanding obligations of the City of Kingsville, Texas, (2) the cash on hand to the credit of each fund, (3) the funds received from all sources during the preceding year, (4) the funds available from all sources during the ensuing year, (5) the estimated revenue available to cover the proposed budget, and, (6) the estimated tax rate required to cover the proposed budget. The budget shows each of the projects for which expenditures are set up and the estimated amount of money appropriated for each project.

Section Three: The sum of \$97,423,154.68 is hereby appropriated for the budget revenues and expenses in the amounts shown on the attached Consolidated Statement of all Operating and General Obligation Debt Service Funds – Summary of Revenues and Expenditures. The General Obligation Debt Service principle is \$1,570,949 and interest is \$240,503.

Section Four: The budget and all the attached support material as outlined in the above sections shall be deemed the official budget for the City of Kingsville, Texas, for the fiscal year starting October 01, 2022 and ending September 30, 2023. A copy of the official budget shall be kept by the City Secretary with the designation thereon as the official budget for FY 2022-2023, with the date of the adoption clearly stated, and filed with the County Clerk's Office. The official budget shall be available for inspection by any taxpayer.

Section Five: The City Commission is authorized to levy taxes in accordance with this budget. The City Commission may authorize the expenditure of City funds only in strict compliance with the budget, except in an emergency. The City Commission may authorize an emergency expenditure as an amendment to the original budget only in case of grave public necessity to meet an unusual and unforeseen condition that could not have been included in the original budget through the use of reasonably diligent care and attention. If the City Commission amends the original official budget to meet an emergency, the City Commission shall file a copy of its ordinance amending the budget with the City Secretary, and the City Secretary shall attach it to the original budget. The

City Manager shall provide for the filing of true copy of the approved budget in the office of the County Clerk of Kleberg County. The City Commission reserves the right to make changes in the official budget for municipal purposes.

Section Six: All Ordinances of parts of Ordinances in conflict with this Ordinance are repealed to the extent of such conflict only.

Section Seven: 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.

Section Eight: This Ordinance shall NOT be codified but will become effective on and after adoption and publication as required by law.

Section Nine: This Ordinance was considered, passed, and approved at a regular meeting of the City Commission of the City of Kingsville, Texas at which a quorum was present and which was held in accordance with Chapter 551 of the Texas Government Code, and Chapter 102 of the Texas Local Government Code.

IN I RODUCED on this the6th day	of September, 2022.	
PASSED on this the 12th day of Septe	ember, 2022.	
	Sam R. Fugate, Mayor	
	Gam N. 1 agate, Mayor	
ATTEST:		
Mary Valenzuela, City Secretary		
APPROVED AS TO FORM:		
Courtney Alvarez, City Attorney		
EFFECTIVE DATE:		

AGENDA ITEM #3



CITY OF KINGSVILLE LEGAL DEPARTMENT

P.O. Box 1458, Kingsville Texas 78364 Phone: 361-595-8016 Fax: 361-592-4696

Date: September 6, 2022

To: City Commission Members

From: Courtney Alvarez, City Attorney

Re: Motion to Ratify Tax Increase in FY22-23 Budget

The vote to ratify the tax increase in the FY22-23 budget can be made in the following form:

"I move to ratify the property tax increase reflected in the 2022-2023 Annual Budget of the City of Kingsville, Texas."

AGENDA ITEM #4



CITY OF KINGSVILLE LEGAL DEPARTMENT

P.O. Box 1458, Kingsville Texas 78364 Phone: 361-595-8016 Fax: 361-592-4696

Date: September 6, 2022

To: City Commission Members

From: Courtney Alvarez, City Attorney

Re: Motion to Vote on Tax Rate FY22-23

Pursuant to the Texas (Property) Tax Code, Section 26.05(b), the vote on the ordinance setting the tax rate <u>must</u> be (1) a record vote (which we always do) and (2) made in the following form:

"I move that the property tax rate be increased by the adoption of a tax rate of \$0.82500, which is effectively a 0.73 percent increase in the tax rate."

Please use the afore-stated motion when moving to adopt the tax rate ordinance.

NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of \$0.82500 per \$100 valuation has been proposed by the governing body of CITY OF KINGSVILLE.

PROPOSED TAX RATE \$0.82500 per \$100 NO-NEW-REVENUE TAX RATE \$0.81303 per \$100 VOTER-APPROVAL TAX RATE \$0.84485 per \$100

The no-new-revenue tax rate is the tax rate for the 2022 tax year that will raise the same amount of property tax revenue for CITY OF KINGSVILLE from the same properties in both the 2021 tax year and the 2022 tax year.

The voter-approval rate is the highest tax rate that CITY OF KINGSVILLE may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that CITY OF KINGSVILLE is proposing to increase property taxes for the 2022 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 6, 2022 AT 5:00 PM AT City Hall, Helen Kleberg Groves Community Room, 400 W. King Avenue, Kingsville, Texas 78363.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, CITY OF KINGSVILLE is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the City Commission of CITY OF KINGSVILLE at their offices or by attending the public hearing mentioned above. YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

Property tax amount= (tax rate) x (taxable value of your property)/100

FOR the proposal:

AGAINST the proposal:

PRESENT and not voting:

ABSENT:

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The following table compares the taxes imposed on the average residence homestead by CITY OF KINGSVILLE last year to the taxes proposed to be imposed on the average residence homestead by CITY OF KINGSVILLE this year.

	2021	2022	Change
Total tax rate (per \$100 of value)	\$0.84000	\$0.82500	decrease of -0.01500, or -1.79%
Average homestead taxable value	\$97,003	\$102,049	increase of 5,046, or 5.20%
Tax on average homestead	\$814.83	\$841.90	increase of 27.07, or 3.32%
Total tax levy on all properties	\$8,210,401	\$8,372,394	increase of 161,993, or 1.97%

For assistance with tax calculations, please contact the tax assessor for CITY OF KINGSVILLE at 361-595-8542 or vvaladez@co.kleberg.tx.us, or visit co.kleberg.tx.us for more information.

Notice of Adopted 2022 Tax Rate

CITY OF KINGSVILLE ADOPTED A TAX RATE THAT WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 0.73 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$-15.82.

CITY OF KINGSVILLE Fiscal Year 2022-2023 Budget Cover Page

This budget will raise more revenue from property taxes than last year's budget by an amount of \$161,993, which is a 1.97 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$54,652.

The members of the governing body voted on the budget as follows: **FOR:**

AGAINST:

PRESENT and not voting:

ABSENT:

Property Tax Rate Comparison

1	2022-2023	2021-2022
Property Tax Rate:	\$0.82500/100	\$0.84000/100
No-New-Revenue Tax Rate:	\$0.81303/100	\$0.80651/100
No-New-Revenue Maintenance & Operations Tax Rate:	\$0.65434/100	\$0.66356/100
Voter-Approval Tax Rate:	\$0.84485/100	\$0.84961/100
Debt Rate:	\$0.16590/100	\$0.16508/100

Total debt obligation for CITY OF KINGSVILLE secured by property taxes: \$0

Ricardo performs well on STAAR assessments

By EMERI DREWRY

Ricardo ISD (RISD) official STAAR Assessment scores are in. The STARR exam is taken to ensure each student is ready to move on and perform well at the next grade level. The STAAR assessment scores encompass tests for third through eighth grade in Math, Reading, Science and Social Stud-

Ricardo Elementary School, third through fourth grade, had an overall rating of 79 out of 100. The overall per-formance data explained three areas of growth. Student achievement scored an 83 out of 100 points. This area deter-mines if the student's met expectations on the STAAR test. School progress scored an 84 out of 100 points. This

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"We are really proud of our staff, teachers, students and parents and their growth and gains that lead to these outcomes," RISD Superin-tendent Gina Garza said. 'I have every confidence in our teaching staff that we are going to continue close the gasps creat-

ed by the pandemic."
Ricardo Middle
School, fifth through eighth grade, had an overall rating of 90 out

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Eight businesses score perfect in food inspections

BY TERRY FITZWATER PUBLISHER

City of Kingsville Health Department inspect-ed 25 different food establishments from Aug. 1 to Aug. 12, and every establish-ment registered a solid "A" score at the completion of the inspection.

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At 96 points were the gro-cery at Walmart and Love's

Truck Stop.

The Kingsville Food Mart and Ricardo Food Mart both wound up with 95 points, while the Kingsville Bakery had a 93.

LOOKING FOR A

EPORTER

Come join one of Texas's most historic newspapers and be a part of the great revitalization taking place at our newspaper. We are the Kingsville Record, founded by the King Ranch in 1906 and a vital part of Kleberg County ever since. Under new leadership, the Record has revitalized its staff, redesigned its product and is ready to branch out in many fields of social media and specialty products. If you are a solid writer, have a good nose for a good story, understand and like social media, we have a special opportunity for you. Located less than 15 minutes from Baffin Bay and 30 minutes south of Corpus Christi, the Kingsville Record is part of the community that is home to Texas A&M-Kingsville, Naval Air Station--Kingsville where naval fighter pilots are trained, and the historic King Ranch. We have a friendly staff, and you'll work with an award-winning publisher, editor and staff.

Please send resume and cover letter to Publisher Terry Fitzwater at editor@kingsvillerecord.com or call (361) 345-1334.

The Kingsville Record is an equal opportunity employer

NOTICE OF PUBLIC MEETING TO DISCUSS **BUDGET AND PROPOSED TAX RATE**

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Comparison of Proposed Budget with Last Year's Redget.

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Total Expensi

Total Appraised Value and Total Taxable Value (as calculated under Section 26.84, Tax Code)

Preceding Dat Year Cented Tax Year \$1,073,754,045 \$1,699,172,171 est approved value" of all property 120,84272 \$497,279,386 \$318,949,828 stal savukte water** of new peop \$14,600,472 \$5577,167

provided raise is the armony shown on the appealed reil and "New peopern" is defined by Section 36:01.17, Tax Code. "Transide value" is defined by Section 1.24(10), Tax Code. ei mil and delacelly Series LSA(E), Tex Cole

Bonded Indebtedness

Comparison of Proposed Rates with Last Year's Rates 54,873 \$2,086 51.137976 \$7,2% \$9.524989 59.264110 \$1,189999 \$7,785 54373 . Board Rate 53.55764 50,751993 \$1,119593 \$7.235

Comparison of Proposed Lavy with Last Year's Lavy on Average Residence

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er state law, the dollar sensons of school to no improved on the residence haven-tood of a person 65 years of open or older contribute species of such a on, if the sumbling species was 55 years of age or other when the person God, may not be increased about the amount point to the time years that the person of the reput flows of changes in tax are preparely reduc.

d Voter-Approval Rate: The highest has sole the Gerick can adopt infere requiring voter approval at 20 election is \$1.19591. This election will be fixally held if the Gerick adopts a case in curse of the voter-approval rate of \$1.19591.

Fond Balances

water) balances with remain at the end of the coursest lineal year and are s using the district before receipt of the first place and payments.

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NOTICE OF PUBLIC HEARING ON TAX INCREASE

tax rate of \$0.84000 per \$100 valuation has been proposed by the governing body of CITY OF

PROPOSED TAX RATE NO-NEW-REVENUE TAX RATE VOTER-APPROVAL TAX RATE \$0.01303 per \$100 \$0.84485 per \$100

The no-new-revenue tax rate is the tax rate for the 2022 tax year that will raise the same amount of property tax revenue for CITY OF KINGSVILLE from the same properties in both the 2021 tax year and the 2022 tax

The voice-approval rate is the highest tax rate that CITY OF KINGSVILLE may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax is proposing to increase property taxes for the 2022 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 6, 2022 AT 5:00 PM AT City Hall, Helen Kleberg Groves Community Room, 400 W. King Avenue, Kingsville, Texas

The proposed iax rate is not greater than the voter-approval tax rate. As a result, CTY OF KINGSVILLE is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the City Commission of CITY OF KINGSVILLE at their offices or by a mending the public hearing mentioned above. YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE CAN BE CALCULATED

Property tax amount= (tax rate) x (taxable value of your property)/100

FOR the proposal:

AGAINST the proposal

ARSENT

Visit Texas gov/Property Faxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, Including Information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The Bith Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by CITY OF KINGSVILLE last year to the taxes proposed to be imposed on the average residence homestead by the compared of the following the compared to the compared to the compared to the compared to the imposed on the average residence homestead by the compared to th OF KINGSVILLE this year.

	2021	2022	Change
Total tax rate (per \$100 of value)	\$0.84000	\$0.84000	increase of 0.00000, or 0.00%
Average homestead taxable value	\$97,003	\$102,049	increase of 5,046, or 5.20%
Tax on average homestead	\$814.83	\$857.21	increase of 42.38, or 5.20%
Total tax levy on all properties	\$8,210,401	\$8,524,619	increase of 314,218, or 3.83%

For acclusions with the calculations, places contact the the reservoir for CTTV OR VINICOVILLE - - are the

Steps Required for Proposal and Adoption of Budget

Entity Name: CITY OF KINGSVILLE	Date: 08/23/2022 10:54 AM

Steps for the Proposal of the Budget:

This year's property tax levy will raise more revenue from property taxes than in the preceding year. The governing body must hold a separate vote to ratify the property tax increase reflected in the budget. This vote must be in addition to and separate from the vote to adopt the budget or the vote to set the tax rate. Counties that maintain a website must post the proposed budget when it is filed with the county clerk. The adopted budget must also be posted on the website when it is filed with the county clerk.

The following statement must be included on the notices of public hearing on proposed budget. It must also be included on the cover page of the proposed budget, in 18-point type or larger.

THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$161,993 OR 1.97%, AND OF THAT AMOUNT, \$54,652 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.

Steps for the Adoption of the Budget:

- -A vote to adopt the budget must be a record vote.
- -An adopted budget must contain a cover page stating a record vote of each member of the governing body by name, the property tax rates for the current and preceding fiscal year, the total amount of debt obligations, and the following statement in 18 point font:

This budget will raise more revenue from property taxes than last year's budget by an amount of \$161,993, which is a 1.97 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$54,652.

-The budget and cover page must be filed with the clerk and posted on the entity's website at least until the date of the first anniversary the budget is adopted.

§26.05(b) of Property Tax Code Steps Required for Adoption of Tax Rate & Budget

Entity Name: CITY OF KINGSVILLE Date: 08/25/2022 08:13 AM

Language Required in the Motion Setting This Year's Tax Rate:

This year's proposed tax rate exceeds the no-new-revenue tax rate. The vote on the ordinance, resolution, or order setting the tax rate must be a record vote and 60% of the governing body must vote in favor of the adoption of the tax rate. A motion to adopt the ordinance, resolution, or order must be made in the following form:

I move that the property tax rate be increased by the adoption of a tax rate of 0.82500, which is effectively a 1.47 percent increase in the tax rate.

Statement Required in the Ordinance, Resolution, or Order Setting:

This year's levy to fund maintenance and operations expenditures exceeds last year's maintenance and operations tax levy. The following statements must be included in the ordinance, resolution, or order setting this year's tax rate. The statements must be in larger type than the type used in any other portion of the document.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 0.73 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$-15.82.

Statement That Must be Posted on the Home Page of Any Internet Website Operated by the Taxing Unit:

This year's levy to fund maintenance and operations expenditures exceeds last year's maintenance and operations tax levy. The following statements must be included in the ordinance, resolution, or order setting this year's tax rate. The statements must be in larger type than the type used in any other portion of the document.

CITY OF KINGSVILLE ADOPTED A TAX RATE THAT WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 0.73 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$-15.82.

2022 Governing Body Summary #1A* Benchmark 2022 Tax Rates CITY OF KINGSVILLE

Date: 08/23/2022 10:55 AM

DESCRIPTION OF TAX RATE	TAX RATE PER \$100	THIS YEAR'S TAX LEVY**	ADDITIONAL TAX LEVY
No-New-Revenue Tax Rate	\$0.81303	\$8,250,918	
One Percent \$100 Tax Increase***	\$0.82116	\$8,333,424	\$82,506
One Cent per \$100 Tax Increase***	\$0.823030	\$8,352,401	\$101,483
De Minimis Rate	\$0.86950	\$8,823,996	\$573,078
VAR NOT adjusted for Unused Increment Rate	\$0.84485	\$8,573,839	\$322,921
VAR adjusted for Unused Increment Rate	\$0.84485	\$8,573,839	\$322,921
Last Year's Tax Rate	\$0.84000	\$8,524,619	\$273,701
Proposed Tax Rate	\$0.82500	\$8,372,394	\$121,476

^{*}These figures are provided as estimates of possible outcomes resulting from varying the tax rate. Please be aware that these are only estimates and should not be used alone in making budgetary decisions.

^{**}Tax levies are calculated using line 21 of the No-New-Revenue Tax Rate Worksheet and this year's frozen tax levy on homesteads of the elderly or disabled.

^{***}Tax increase compared to no-new-revenue tax rate.

Section 26.05(b) of Property Tax Code Worksheet for Determination of Steps Required for Adoption of Tax Rate CITY OF KINGSVILLE

M&O Tax Increase in Current Year	
Last year's taxable value, adjusted for court-ordered reductions. Enter Line 8 of the No-New-Revenue Tax Rate Worksheet.	\$971,768,106
2. Last year's M&O tax rate. Enter Line 28 of the Voter-Approval Tax Rate Worksheet.	\$0.67492/\$100
3. M&O taxes refunded for years preceding tax year 2021. Enter Line 31A of the Voter-Approval Tax Rate Worksheet.	\$38,500
4. TIF Adjustment. Enter Line 31B of the Voter-Approval Tax Rate Worksheet.	\$0
5. Last year's M&O tax levy. Multiply line 1 times line 2 and divide by 100. To the result, add line 3 and subtract line 4.	\$6,597,157
6. This year's total taxable value. Enter line 21 of the No-New-Revenue Tax Rate Worksheet.	\$1,014,835,601
7. This year's proposed M&O tax rate. Enter the proposed M&O tax rate approved by the Governing Body.	\$0.65910/\$100
8. This year's M&O tax levy. Multiply line 6 times line 7 and divide by 100.	\$6,688,781
9. M&O Tax Increase (Decrease). Subtract line 5 from line 8.	\$91,624
Comparison of Total Tax Rates	
10. No-New-Revenue Total Tax Rate.	\$0.81303/\$100
11. This year's proposed total tax rate.	\$0.82500/\$100
12. This year's rate minus No-New-Revenue rate. Subtract line 10 from line 11.	\$0.01197
13. Percentage change in total tax rate. Divide Line 12 by line 10.	1.47%
Comparison of M&O Tax Rates	
14. No-New-Revenue M&O Tax Rate. Enter line 39 of the Voter-Approval Tax Rate Worksheet.	\$0.65434/\$100
15. This year's proposed M&O tax rate.	\$0.65910/\$100
16. This year's rate minus No-New-Revenue rate. Subtract line 14 from line 15.	\$0.00476
17. Percentage change in M&O tax rate. Divide line 16 by line 14.	0.73%
Raised M&O Taxes on a \$100,000 Home	
18. This year's taxable value on a \$100,000 home.	\$100,000
19. Last year's M&O tax rate.	\$0.67492/\$100
20. This year's proposed M&O tax rate.	\$0.65910/\$100
21. This year's raised M&O taxes. Subtract line 19 from line 20 and multiply result by line 18.	\$-15.82

Notice about 2022 Tax Rates

Property tax rates in CITY OF KINGSVILLE.

This notice concerns the 2022 property tax rates for CITY OF KINGSVILLE. This notice provides information about two tax rates used in adopting the current tax year's tax rate. The no-new-revenue tax rate would Impose the same amount of taxes as last year if you compare properties taxed in both years. In most cases, the voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election. In each case, these rates are calculated by dividing the total amount of taxes by the current taxable value with adjustments as required by state law. The rates are given per \$100 of property value.

This year's no-new-revenue tax rate This year's voter-approval tax rate \$0.81303/\$100 \$0.84485/\$100

To see the full calculations, please visit co.kleberg.tx.us for a copy of the Tax Rate Calculation Worksheet.

Unencumbered Fund Balances

The following estimated balances will be left in the taxing unit's accounts at the end of the fiscal year. These balances are not encumbered by corresponding debt obligation.

Type of Fund

Balance

Maintenance & Operations

6,833,759

GO Debt Service Interest & Sinking

593,539

Current Year Debt Service

The following amounts are for long-term debts that are secured by property taxes. These amounts will be paid from upcoming property tax revenues (or additional sales tax revenues, if applicable).

Description of Debt	Principal or Contract Payment to be Paid from Property Taxes	Interest to be Paid from Property Taxes	Other Amounts to be Paid	Total Payment		
fy23 Debt Service	1,446,908	227,368	5,500	1,679,776		
Total required for 202	2 debt service		\$1,679,	776		
- Amount (if any) paid f unencumbered funds	rom funds listed in			\$0		
- Amount (if any) paid f	rom other resources		\$0			
- Excess collections last	уеаг		\$11,5	947		
= Total to be paid from	axes in 2022		\$1,667,8	329		
+ Amount added in antic collect only 99.06% of i	cipation that the unit will ts taxes in 2022		\$15,8	26		
= Total debt levy			\$1,683,0	555		

This notice contains a summary of actual no-new-revenue and voter-approval calculations as certified by Maria Victoria Valadez, Tax Assessor Collector on 08/23/2022.

Visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

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AN ORDINANCE ESTABLISHING AND ADOPTING THE AD VALOREM TAX RATE FOR ALL TAXABLE PROPERTY WITHIN THE CITY OF KINGSVILLE, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 01, 2022 AND ENDING SEPTEMBER 30, 2023, 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.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF KINGSVILLE, TEXAS, that the ad valorem tax rate for all taxable property within the city limits of Kingsville, Texas for FY 2022-2023 be established and adopted as follows:

Section One: THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 0.73 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$-15.82.

<u>Section Two</u>: That there be and there is hereby levied and ordered collected on each One Hundred Dollar (\$100) valuation of all taxable property, real, personal, and mixed, within the corporate limits of the City of Kingsville, Texas, for the tax corporate limits of the City of Kingsville, Texas, for the tax year 2022 starting October 01, 2022 and ending September 30, 2023, the sum of \$.82500 based on 100% of the fair market value.

<u>Section Three</u>: Said levy shall be distributed in the following manner:

FOR GENERAL FUND EXPENDITURES (Maintenance & Operations), the sum of \$.65910 on each one hundred dollars (\$100.00) assessed valuation of such property.

FOR DEBT SERVICE FUND EXPENDITURES of annual principal, interest, and service fees of all General Obligation Bonds, Warrants, Certificates of Obligation, and Combination Tax and Junior Lien Revenue

Certificates of Obligations, of the City of Kingsville, the sum of \$.16590 on each one hundred dollars (\$100) assessed valuation of such property.

<u>Section Four</u>: That said taxes shall be due and payable at the time and in the manner provided by ordinances of the City of Kingsville and laws of the State of Texas, relating to the payment of taxes and providing for penalties and interest on delinquent taxes.

<u>Section Five</u>: There is hereby fixed, levied on each and every item of taxable property a lien for the purpose of securing the certain payment of the taxes assessed against said item of property and said lien shall continue to exist against any item of property against which a tax is assessed hereunder until such tax together with all penalties and interest shall be paid.

<u>Section Six</u>: This ordinance shall be in full force and effective ten days from and after the date of the second publication in a local newspaper as provided by law and the City Charter of the City of Kingsville.

<u>Section Seven</u>: The tax rate established and adopted by this ordinance and a copy of this ordinance shall be filed in the office of the Tax Assessor Collector.

<u>Section Eight</u>: That no discounts or split payments are allowed for the 2022 tax year.

<u>Section Nine</u>: That an exemption of \$8,400.00 be granted for any person of age sixty-five (65) or over.

<u>Section Ten</u>: The Kleberg County Tax Assessor-Collector is hereby authorized to assess and collect the taxes of the City of Kingsville employing the above tax rate.

INTRODUCED on this the 6th day of September, 2022.

PASSED on this the 12th day of September, 2023.

ATTEST:	Sam R. Fugate, Mayor	
Mary Valenzuela, City Secretary	-	
APPROVED AS TO FORM:		
Courtney Alvarez, City Attorney		
EFFECTIVE DATE:	_	

AGENDA ITEM #5

City of Kingsville **Human Resource Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

Diana Gonzales, Human Resource Director Gulla FROM:

DATE: August 23, 2022

Ordinance - City of Kingsville Classification & Compensation Plan FY 2022-2023 SUBJECT:

Summary: In preparation for the beginning of each new fiscal year, the City of Kingsville Classification & Compensation Plan is brought before the City Commission. The plan incorporates classification and title changes included in the City Manager's budget. Below are the proposed changes for FY 2022-2023.

Non-Exempt & Exempt Non-Civil Service Schedule

- **Continuation of Anniversary Program**
- Cost of Living Adjustment (COLA) = 4%
- Longevity Continuation of \$5 per month per year of service to maximum of 25 years
- Wage Schedule restructure to start position at minimum \$13 per hour
 - Class 2 will not be utilized and positions moved to Class 3

Plant Helper Custodian

Recycling Technician Golf Pro Shop Attendant

Utility Worker Kennel Attendant

Maintenance Worker

Additional Reclassifications

Title	Previous Class	New Proposed Class
Evidence Clerk	Class 3	Class 4
Customer Service Rep 1 (Health)	Class 3	Class 4
To Intake & Placement Specialist		
Animal Services Specialist	Class 5	Class 6
Customer Billing Specialist (1 position)	Class 6	Class 7
To Customer Billing Specialist I		
Customer Billing Specialist (1 position)	Class 6	Class 9
To Customer Billing Specialist II		

New & Upgraded

- 1 Full-time Animal Services Specialist (New Health)
- 1 Part-time Recreation Coordinator (New Parks)
- 1 Part-time Golf Pro Shop Attendant from 19 to 29 Hours per week (Golf Parks)
- 2 Part-time Maintenance Workers from 19 to 29 Hours per week (Golf Parks)
- 1 Part-time Administrative Assistant I 19 hours per week to Full-time (Tourism)
- 4 Seasonal Events Workers up to 100 hours per year each (Tourism)
- o 1 Full-time Police Officer (New)
- 2 Full-time Firefighters (New)
- 1 Full-time Plant Helper (WW-Public Works)

City of Kingsville Human Resource Department

Background: Each fiscal year the City Commission authorizes a classification and pay structure for City employees. The goal for FY22-23 was to increase minimum hiring rate to \$13 per hour for full-time and part-time positions and continue to work on adjusting positions rates closer to market for recruitment and retention.

Financial Impact: The approximate total financial impact is \$ 876,892 and is incorporated in the City Manager's proposed budget. The additional funds impact the following:

- Continuation of Anniversary Program
- 4% Cost of Living Adjustment for non-exempt and exempt positions
- Continuation of Longevity Program
- Minimum hiring rate for Full-time and Part-time positions from \$12 to \$13 per hour
- New and Upgraded positions

Recommendation: To approve the FY 2022-2023 City of Kingsville Classification & Compensation Plan to correspond to the City Manager's proposed budget.

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C10	Step 1	Step 2		Step 3		Step 4		Step 5		Step 6
	\$ 15.48	\$ 15.95	\$	16.43	\$	16.92	\$	17.42	\$	17.95
	\$ 16.10	\$ 16.59	\$	17.08	\$	17.60	\$	18.12	\$	18.67
	Administrative					roll Special		_		
	Human Resou	•			Tele	communic	atio	ns Operato	r	
	Lab Techniciar] 	,		r					
C11	Step 1	Step 2	<u> </u>	Step 3	<u> </u>	Step 4		Step 5		Step 6
	\$ 16.10	\$ 16.59	\$	17.08	\$	17.59	\$	18.13	\$	18.67
	\$ 16.74	\$ 17.24	\$	17.76	\$	18.29	\$	18.84	\$	19.41
	Building Inspe	ctor			Equ	ipment Op	erato	or III		
	Code Complia	nce Inspector			Para	alegal				
C12	Step 1	Step 2		Step 3		Step 4		Step 5		Step 6
	\$1 6.75	\$ 17.25	\$	17.76	\$	18.30	\$	18.85	\$	19.42
	\$ 17.41	\$ 17.94	\$	18.47	\$	19.03	\$	19.60	\$	20.19
	Maintenance 1	echnician								
	Welder/Fabric	ator								
C13	Step 1	Step 2		Step 3		Step 4		Step 5	,	Step 6
	\$ 17.42	\$ 17.94	\$	18.48	\$	19.03	\$	19.60	\$	20.20
	\$ 18.11	\$ 18.66	\$	19.21	\$	19.79	\$	20.38	\$	21.00
C14	Step 1	Step 2		Step 3		Step 4		Step 5		Step 6
	\$ 18.12	\$ 18.66	\$	19.21	\$	19.79	\$	20.39	\$	21.00
	\$ 18.83	\$ 19.40	\$	19.98	\$	20.58	\$	21.20	\$	21.84
	Foreman				Lead	d Telecomr	nuni	cations Op	erat	or
	Lead Maintena	nce Techniciar	1							
C15	Step 1	Step 2		Step 3		Step 4		Step 5		Step 6
	\$ 18.84	\$ 19.41	<u>\$</u>	19.98	<u>\$</u>	20.59	\$	21.20	<u>\$</u>	21.84
	\$ 19.59	\$ 20.18	\$	20.78	\$	21.40	\$	22.05	\$	22.71
	Crime Scene Sp	ecialist								
	Health Inspect	or I								
C16	Step 1	Step 2		Step 3		Step 4		Step 5		Step 6
	\$ 19.59	\$ 20.19	\$	20.78	\$	21.41	\$	22.05	\$	22.71
	\$ 20.37		\$	21.61	\$	22.26	\$	22.93	\$	23.62
	Engineer's Assi	stant								
C17	Step 1	Step 2		Step 3		Step 4		Step 5		Step 6
	\$ 20.38	\$ 20.98	\$	21.61	\$	22.26	\$	22.94	\$	23.62
	\$ 21.18	\$ 21.82	\$	22.47	\$	23.15	\$	23.85	\$	24.56
	Health Inspecto	or II								
OTHER	Г									
POSITIONS	Min									
	\$ 9.00									

Seasonal/Temporary Employees

Example of positions include: Pool Manager/Attendants/Instructors/Lifeguards, Recreational Assistants, etc.

Step increases are calculated from Step placement at time of hire. Employees progress to the next Step upon completion of 1 year, 3 year, 6th year, 10th year and 15th year or until reach Step 6. Steps 7 & Step 8 are limited to employees in those steps as of October 1, 2016.

The hourly chart shall be relevant to all non-exempt, non-civil service employees maintaining a position in the same CLASS, unless otherwise approved by the City Manager.

CERTIFICATION PAY - NON-EXEMPT AND EXEMPT EMPLOYEES (EXCLUDES CIVIL SERVICE PERSONNEL)

^{*} Rounding may be required for payroll purposes.

Per	Pav

Perio		Agency	<u>Level/Class</u>
\$	11.54	TCFP - Fire Inspector	Western Andrea A
		TCFP - Fire Instructor	
\$	13.85	DSHS-Animal Control	Basic
7	13.03	EPA - Refrigerant Recovery and Recycling	Authorized EPA Section 609 Approved
		FMCSA - Brake Inspectors	Authorized FMCSA 49CRF 396.25
		TCFP - Fire Investigator	Admonized Filleda 45 cm 550.25
		TCFP - Fire Officer	
		TCEQ	1
		TCEQ	D
		TCEQ - Backflow Prevention Assembly Tester	
		TCEQ - Landscape Irrigator	
		TCEQ - Landscape Technician	
		TCEQ - Underground Storage Tank	
		TMCEC - MC Deputy	1
		TXDPS - Hazardous Material Endorsement	
		TXDPS	CDL
\$	16.00	TDLR -Code Enforcement Officer	Basic
		TMCEC - MC Deputy	11
		PARALEGAL	
\$	18.47	TCEQ	С
		TDA - Pesticide Applicator	License
\$	75 20	TCEQ	11
7	20.00	TCEQ	В
		TCOLE - Telecommunications	License
			2.00.100
\$	39.24	TCEQ	III
		TCEQ	A
		TCOLE - Telecommunications	Advanced

	GFOA IIMC SHRM	CGFO CMC SCP
\$ \$ 46.15	TCOLE - Telecommunications	Master
	TCOLE - Police	Master
	TCFP - Firefighter	Master
	CPA	
	TMCC	TRMC
	HRCI	SPHR

LONGEVITY PROGRAM - \$ 5 per month per year of service - maximum 25 years

		М	inimum	Midpoint	Maximum
EXECUTIVE OFFICER - 1		\$	133,025	\$ 160,474	\$ 187,924
City Manager		\$	138,346	\$ 166,893	<u>\$ 195,441</u>
EXECUTIVE OFFICER - 2		\$	101,352	\$ 134,081	\$ 166,809
City Attorney		\$	105,406	\$ 139,444	\$ 173,481
Municipal Court Judge					
EXEMPT CLASS - 1		\$	82,035	\$ 99,437	\$ 116,837
City Engineer	Fire Chief	\$	85,316	<u>\$ 103,414</u>	\$ 121,510
Finance Director	Police Chief				
EXEMPT CLASS - 2		\$	78,608	\$ 94,702	\$ 111,274
Assistant City Attorney	Public Works Director	\$	81,752	\$ 98,490	\$ 115,725
Economic Development Director	or Planning & Developmen	t Ser	vices Director		
EXEMPT CLASS - 3		\$	67,490	\$ 81,806	\$ 96,122
Human Resources Director	Tourism Services Direct	\$	70,190	\$ 85,078	\$ 99,967
Parks and Recreation Director					
EXEMPT CLASS - 4		\$	64,277	\$ 77,912	\$ 91,546
Health Director		\$	66,848	\$ 81,028	\$ 95,208
EXEMPT CLASS - 5		\$	58,301	\$ 70,668	\$ 83,034
City Secretary	Public Information Office	\$	60,633	\$ 73,495	\$ 86,355
Information Technology Manag	e Risk Manager				
EXEMPT CLASS - 6		\$	50,362	\$ 61,045	\$ 71,729
Accounting Manager	Parks Manager	\$	52,376	\$ 63,487	\$ 74,598
Building Official	Purchasing & Facilities N	/lana	ger		
Capital Improvements Manager	Public Works Supervisor	Г			
Golf Course Superintendent					
EXEMPT CLASS - 7		\$	45,680	\$ 55,369	\$ 65,059
Collection's Supervisor	Staff Accountant	\$	47,507	\$ 57,584	\$ 67,661
Communication's Supervisor	Systems Specialist				
Municipal Court Supervisor					
Senior Planner/Historic Preserv	ation Officer (HPO)				
EXEMPT CLASS - 8		\$	36,000	\$ 44,500	\$ 53,000
Special Events/Downtown Mana	ager	\$	37,440	\$ 46,280	\$ 55,120

EXEMPT CLASS STEP PROGRAM - ANNIVERSARY INCREASES BASED ON CURRENT POSITION

1ST	YEAR	3%	15TH YEAR	3%
3RD	YEAR	3%	20TH YEAR	3%
6TH	YEAR	3%	25TH YEAR	3%
10TH	YEAR	3%		

LONGEVITY PROGRAM

\$ 5 per month per year of service

O	R	D	I	N/	۱	Ų(C	E	١	i	O		20)	22	-
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AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES BY AMENDING CHAPTER III, ARTICLE 7, PERSONNEL POLICIES; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

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

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

١.

THAT Section 3-7-1 of Article 7: Personnel Policies of Chapter III. Administration of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

§ 3-7-1 ADOPTION OF THE JOB CLASSIFICATION AND COMPENSATION PLAN.

The City of Kingsville Classification and Compensation Plan dated effective as of October 1, 2022 is hereby adopted by reference providing for certain classifications and positions as more particularly defined therein. Classified positions and incumbents thereof who have completed the designated probationary period and any extensions thereof shall be subject to the terms and conditions of all policies incorporated by reference and adopted by the City Commission by resolution. All employees (executive, exempt and non-exempt) serve at will, at the pleasure of the City Manager, or designee, or at the pleasure of the City Commission if appointed by the City Commission, and shall have and continue such at-will status, notwithstanding any other provision of this Classification Plan, any other City Ordinance, or any rule or regulation of the City.

All Non-Exempt Non-Civil Service employees of the City of Kingsville are placed in a step according to the City of Kingsville Fiscal Year 2022-2023 Non-Exempt Chart.

New hires shall be placed at the compensation Class for the designated positions. New hires may be placed in the Step within the designated Class corresponding to the years of experience the new employee brings to the City correlating to the designated duties of the position not to exceed Step 5 unless approved by City Commission.

Non-Exempt employees promoted, transferred or temporarily assigned to a position in a higher classification range shall commence at a step of the higher Class. Each promoted, transferred or temporarily assigned employee shall then proceed to the next step after one (1) year in their current position and shall proceed to each step thereafter on the 3rd, 6th, 10th, and 15th year or until the employee reaches the sixth step of the compensation schedule.

Employees demoted, transferred, temporarily assigned, or accepting a position in a lower Class shall commence at a step of pay in the lower Class. Employees shall proceed to the next step of the compensation plan, as scheduled, based on years of City service.

All Exempt Class employees of the City of Kingsville shall be placed in a step program to receive a scheduled salary increase on the anniversary date of their 1st, 3rd, 6th, 10th, 15th, 20th and 25th year of service in the Exempt Class position. Percentage increases shall correspond to the Exempt Class Step Program included in the Classification and Compensation Plan for Fiscal Year 2022-2023.

Executive Level 1 & 2 positions shall receive a cost of living adjustment when Non-Exempt Non-Civil Service employees receive a cost of living adjustment unless superseded by an employment

agreement.	The City Commission	shall evaluate the	performance of and	recommend salar	ries for Executive
Level 1 & 2	positions each July to	prepare for the up-	-coming fiscal year.		

11.

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

111.

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

IV.

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

INTRODUCED on this the <u>6th</u> day	or <u>Sep</u>	temper	_, 2022.	
PASSED AND APPROVED on this the _	12th	day of	September	, 2022.
Sam R. Fugate, Mayor	-			
ATTEST:				
Mary Valenzuela, City Secretary	-			
APPROVED AS TO FORM:				
Courtney Alvarez, City Attorney	-			

CITY OF KINGSVILLE CLASIFICATION AND COMPENSATION PLAN FY 2022-2023 NON-EXEMPT WAGE SCHEDULE

COLA = 4% increase

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-	_	_
C	U	3

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
		\$13.00	\$ 13.37	\$ 13.77	\$ 14.19

Custodian Maintenance Worker

Customer Service Representative I P

Plant Helper

Golf Pro Shop Attendant

Recycling Technician

Kennel Attendant

Utility Worker

C04

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
		\$ 13.50	\$ 13.90	\$ 14.32	\$ 14.75

Animal Care Attendant

Evidence Clerk

Customer Service Representative II

Intake & Placement Specialist

Equipment Operator I

Pump Operator

C05

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
	\$ 13.63	\$ 14.04	\$ 14.46	\$ 14.89	\$ 15.34	

Inventory Clerk

Services Technician

C06

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$	13.76	\$ 14.18	\$ 14.60	\$ 15.04	\$ 15.49	\$ 15.95

Animal Services Specialist

GIS Technician

Deputy Clerk

Meter Reader Technician

Engineering Technician

Recreation Coordinator

C07

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$ 14.31	\$ 14.75	\$ 15.18	\$ 15.64	\$ 16.11	\$ 16.59

Administrative Assistant I

Customer Billing Specialist I

C08

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$ 14.88	\$ 15.33	\$ 15.79	\$ 16.27	\$ 16.75	\$ 17.25

C09

		 		 	 	 Citipioy.	 cac aceps
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6		Step 8
\$ 15.49	\$ 15.94	\$ 16.42	\$ 16.92	\$ 17.42	\$ 17.95		\$ 19.02

employees in these stens

A/P Specialist

Equipment Operator II

Accounting Assistant

Help Desk Technician

Administrative Assistant II

Water/Wastewater Operator

Customer Billing Specialist II

C10

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$	16.10	\$ 16.59	\$ 17.08	\$ 17.60	\$ 18.12	\$ 18.67

Administrative Coordinator

Payroll Specialist

Human Resource Specialist

Telecommunications Operator

Lab Technician

	Step 1		Step 2	 Step 3		Step 4		Step 5	Step 6
\$	16.74	\$	17.24	\$ 17.76	\$	18.29	\$	18.84	\$ 19.41
Bui	lding Inspe	ctor			Equi	pment Op	erate	or III	
Cod	de Complia	nce li	nspector		Para	legal			
Cod	de Complia Step 1	nce II	nspector Step 2	 Step 3	Para	Step 4		Step 5	Step 6
Cod \$	·	nce li		\$ Step 3 18.47	Para \$		\$	Step 5 19.60	\$ Step 6 20.19
\$	Step 1	\$	Step 2 17.94	\$ 	Para \$	Step 4	\$		\$

C13	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	\$ 18.11	\$ 18.66	\$ 19.21	\$ 19.79	\$ 20.38	\$ 21.00

C14	 Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	l
	\$ 18.83	\$ 19.40	\$ 19.98	\$ 20.58	\$ 21.20	\$ 21.84	

Foreman

Lead Telecommunications Operator

Lead Maintenance Technician

C15	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	\$ 19.59	\$ 20.18	\$ 20.78	\$ 21.40	\$ 22.05	\$ 22.71

Crime Scene Specialist Health Inspector I

C16	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	\$ 20.37	\$ 20.99	\$ 21.61	\$ 22.26	\$ 22.93	\$ 23.62

Engineer's Assistant

C17	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	\$ 21.18	\$ 21.82	\$ 22.47	\$ 23.15	\$ 23.85	\$ 24.56

Health Inspector II

OTHER POSITIONS	Min	
	\$ 9.00	

Seasonal/Temporary Employees

Example of positions include: Pool Manager/Attendants/Instructors/Lifeguards, Recreation Assistants, etc.

Step increases are calculated from Step placement at time of hire. Employees progress to the next Step upon completion of 1 year, 3 years, 6th year, 10th, year and 15th year or until reach Step 6. Steps 7 & 8 are limited to employees in those Steps as of October 1, 2016.

The hourly chart shall be relevant to all non-exempt, non-civil service employees maintaining a position in the same CLASS, unless otherwise approved by the City Manager.

CERTIFICATION PAY - NON-EXEMPT AND EXEMPT EMPLOYEES (EXCLUDES CIVIL SERVICE PERSONNEL)

* Rounding may be required for payroll purposes.

Per Pay

Level/Class <u>Period</u> <u>Agency</u> \$ 11.54 TCFP - Fire Inspector TCFP - Fire Instructor \$ 13.85 DSHS-Animal Control Basic Authorized EPA Section 609 Approved **EPA - Refrigerant Recovery and Recycling** Authorized FMCSA 49CRF 396.25 FMCSA - Brake Inspectors TCFP - Fire Investigator TCFP - Fire Officer TCEQ 1 D **TCEQ** TCEQ - Backflow Prevention Assembly Tester TCEQ - Landscape Irrigator TCEQ - Landscape Technician TCEQ - Underground Storage Tank TMCEC - MC Deputy İ TXDPS - Hazardous Material Endorsement **TXDPS** CDL 16.00 TDLR -Code Enforcement Officer Basic TMCEC - MC Deputy 11 **PARALEGAL** \$ 18.47 TCEQ C TDA - Pesticide Applicator License \$ 25.39 TCEQ 11 TCEO **TCOLE** - Telecommunications License \$ 39.24 TCEQ Ш TCEQ Α **TCOLE** - Telecommunications Advanced **GFOA CGFO** IIMC CMC SHRM SCP \$ 46.15 TCOLE - Telecommunications Master **TCOLE - Police** Master TCFP - Firefighter Master **CPA TMCC TRMC SPHR** HRCI

LONGEVITY PROGRAM - \$ 5 per month per year of service - maximum 25 years

City of Kingsville Classification & Compensation Plan FY 2022-2023 EXEMPT Wage Schedule

COLA = 4% increase		M	inimum	Midpoint	Maximum
EXECUTIVE OFFICER - 1 City Manager		\$	138,346	\$ 166,893	\$ 195,441
EXECUTIVE OFFICER - 2 City Attorney Municipal Court Judge		\$	105,406	\$ 139,444	\$ 173,481
EXEMPT CLASS - 1 City Engineer Finance Director	Fire Chief Police Chief	\$	85,316	\$ 103,414	\$ 121,510
EXEMPT CLASS - 2 Assistant City Attorney Economic Development Director	Public Works Director or Planning & Developmer	\$ nt Ser	81,752 vices Director	\$ 98,490	\$ 115,725
EXEMPT CLASS - 3 Human Resources Director Parks and Recreation Director	Tourism Services Direct	\$ tor	70,190	\$ 85,078	\$ 99,967
EXEMPT CLASS - 4 Health Director		\$	66,848	\$ 81,028	\$ 95,208
EXEMPT CLASS - 5 City Secretary Information Technology Manag	Public Information Office e Risk Manager	\$ er	60,633	\$ 73,495	\$ 86,355
EXEMPT CLASS - 6 Accounting Manager Building Official Capital Improvements Manager Golf Course Superintendent	Parks Manager Purchasing & Facilities Public Works Superviso		52,376 ger	\$ 63,487	\$ 74,598
EXEMPT CLASS - 7 Collection's Supervisor Communication's Supervisor Municipal Court Supervisor Senior Planner/Historic Preserv	Staff Accountant Systems Specialist ation Officer (HPO)	\$	47,507	\$ 57,584	\$ 67,661
EXEMPT CLASS - 8 Special Events/Downtown Mana	ager	\$	37,440	\$ 46,280	\$ 55,120

EXEMPT CLASS STEP PROGRAM - ANNIVERSARY INCREASES BASED ON CURRENT POSITION

1ST	YEAR	3%	10TH YEAR	3%	25TH YEAR	3%
3RD	YEAR	3%	15TH YEAR	3%		
6TH	YEAR	3%	20TH YEAR	3%		

LONGEVITY PROGRAM

\$5 per month per year of service

AGENDA ITEM #6

City of Kingsville Human Resource Department

TO:

Mayor and City Commissioners

CC:

Mark McLaughlin, City Manager

FROM:

Diana Gonzales, Human Resource Director

DATE:

August 25, 2022

SUBJECT:

Police Department - Number of Classified Positions

Summary: Increase the number of Police Department positions in the classified service from 50 to 51 eligible positions. As the City continues to grow, staffing requirements to provide the same level of services must also increase to meet demand.

CLASSIFICATION	NUMBER OF AUTHORIZED POSITIONS
Police Chief	1
Commander	2
Captain	6
Lieutenant	5
Police Officers	36 37

Background: Previous changes to number of Police Officers occurred as follow:

2010 addition of 1 position due to grant funding

2011 addition of 1 position dedicated to warrants

2014 deletion of 1 position due to grant requirements ending

2021 addition of 1 position to increase personnel

In Texas Local Government Code § 143.021 Classification; Examination Requirement

a) The commission shall provide for the classification of all fire fighters and police officers. The municipality's governing body shall establish the classifications by ordinance. The governing body by ordinance shall prescribe the number of positions in each classification.

Financial Impact: The annual financial impact is approximately \$ 55,698 including benefits. This is incorporated in the FY 2022-2023 budget proposed for the City of Kingsville.

Recommendation: Update the ordinance to increase the number of classified positions in the Police Department to correspond with the FY 2022-2023 proposed budget.



OR	DIN.	ANCE	NO	2022-	
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AN ORDINANCE RATIFYING CLASSIFICATIONS AND PRESCRIBING THE NUMBER OF POSITIONS IN SUCH CLASSIFICATIONS FOR THE CLASSIFIED SERVICE IN THE POLICE DEPARTMENT BY ADDING ONE NEW OFFICER POSITION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, CODIFICATION INSTRUCTIONS, AND AN EFFECTIVE DATE.

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

WHEREAS, the City desires to add one new Police Officer position to the Kingsville Police Department in Fiscal Year 2022-2023, increasing the number of positions from 36 to 37;

WHEREAS, the expenses related to this additional position are incorporated in the proposed FY 2022-2023 budget for the City of Kingsville.

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

I.

THAT one position of Police Officer is hereby beginning in Fiscal Year 2022-2023.

II.

THAT in accordance with section 143.021, Texas Local Government Code, the City Commission ratifies the following previously established classifications and hereby prescribes the number of positions in each classification by Ordinance duly passed, to wit:

CLASSIFICATION	NUMBER OF POSITIONS
Police Chief	1
Commander	2
Captain	6
Lieutenant	5
Police Officers	36 <u>37</u>

Notes:

Increased Police Officer positions by one (1) in October 2010 due to a three (3) year grant with a grant requirement to maintain the position for one (1) year after the grant.

Increased Police Officer positions by (1) in October 2011 dedicated to warrants.

Decrease Police Officer positions by (1) in October 2014 due to end of grant requirement.

Increase Police Officer positions by (1) in October 2021.

Increase Police Officer positions by (1) in October 2022.

III.

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

IV.

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.

٧.

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

INTRODUCED on this the <u>6th</u> day of <u>S</u>	September , 2022.
PASSED AND APPROVED on this the12th	n day of <u>September</u> , 2022.
Sam R. Fugate, Mayor	
ATTEST:	
Mary Valenzuela, City Secretary	
APPROVED AS TO FORM:	
Courtney Alvarez, City Attorney	

AGENDA ITEM #7

City of Kingsville Human Resource Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Diana Gonzales, Human Resource Director

DATE: August 25, 2022

SUBJECT: Fire Department – Number of Classified Positions

Summary: Increase the number of Fire Department positions in the classified service from 35 to 37 eligible positions. As the City continues to grow, staffing requirements to provide the same level of services must also increase to meet demand.

CLASSIFICATION	NUMBER OF AUTHORIZED POSITIONS
Fire Chief	1
Captains	3
Lieutenants	3
Engineers	6
Fire Fighters	21 _23
Fire Marshal	1

Background: Previous changes to number of Firefighters occurred as follow:

FY 2017-2018 addition of 1 position FY 2021-2022 addition of 2 positions

Texas Local Government Code § 143.021 Classification; Examination Requirement

(a) The commission shall provide for the classification of all fire fighters and police officers. The municipality's governing body shall establish the classifications by ordinance. The governing body by ordinance shall prescribe the number of positions in each classification.

Financial Impact: The annual financial impact is approximately \$ 134,339 including benefits. This amount is incorporated in the FY 2022-2023 budget proposed for the City of Kingsville.

Recommendation: Update the ordinance to increase the number of classified positions in the Fire Department to correspond with the FY 2022-2023 proposed budget.



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AN ORDINANCE RATIFYING CLASSIFICATIONS AND PRESCRIBING THE NUMBER OF POSITIONS IN SUCH CLASSIFICATIONS FOR THE CLASSIFIED SERVICE IN THE FIRE DEPARTMENT BY ADDING TWO NEW FIRE FIGHTER POSITIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, CODIFICATION INSTRUCTIONS, AND AN EFFECTIVE DATE.

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

WHEREAS, the City desires to add two (2) new Fire Fighter positions to the Kingsville Fire Department in Fiscal Year 2022-2023, increasing the number of those positions from 21 to 23;

WHEREAS, the expenses related to these positions are incorporated in the proposed FY 2022-2023 budget for the City of Kingsville.

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

١.

THAT two (2) positions of Fire Fighter are hereby added to the Kingsville Fire Department beginning in Fiscal Year 2022-2023.

11.

THAT in accordance with section 143.021, Texas Local Government Code, the City Commission ratifies the following previously established classifications and hereby prescribes the number of positions in each classification by Ordinance duly passed, to wit:

CLASSIFICATION	NUMBER OF POSITIONS
Fire Chief	1
Captain	3
Lieutenant	3
Engineer	6
Firefighter	21 -23
Fire Marshal	1

Notes: Previously increased by two (2) in October 2021.

III.

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

IV.

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.

٧.

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

INTRODUCED on this the 6th day of September, 2022.	
PASSED AND APPROVED on this the 12th day of September, 2	2022.
Sam R. Fugate, Mayor	
ATTEST:	
Mary Valenzuela, City Secretary	
APPROVED AS TO FORM:	
Courtney Alvarez, City Attorney	

AGENDA ITEM #8

RESOLUTION #2022-____

RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

WHEREAS, the City Commission (the "City Commission") of the City of Kingsville, Texas (the "City"), finds that financing the design, planning, acquisition, construction, equipping, expansion, repair, renovation, and/or rehabilitation of the public property, as well as the payment of fees for professional services related thereto, described in Exhibit A hereto would be beneficial to the inhabitants of the City, and such property is needed to perform essential governmental functions; and the City Commission has determined that one or more series of certificates of obligation (the "Certificates of Obligation") should be issued pursuant to the provisions of the Certificate of Obligation Act of 1971, Section 271.041 et seq., Texas Local Government Code, for such purposes;

WHEREAS, prior to the issuance of the Certificates of Obligation, the City is required to publish notice of its intention to issue the Certificates of Obligation in a newspaper of general circulation in the City, the notice stating (i) the time and place the City Commission tentatively proposes to pass the ordinance authorizing the issuance of the Certificates of Obligation, (ii) the maximum amount of Certificates of Obligation proposed to be issued, (iii) the purposes for which the Certificates of Obligation are to be issued, and (iv) the manner in which the City Commission proposes to pay the Certificates of Obligation;

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

- **Section 1.** Attached hereto and marked <u>Exhibit A</u> is the "Notice of Intention to Issue Certificates of Obligation" (the "Notice"), the form and substance of which are hereby adopted and approved.
- **Section 2.** The Mayor or the City Secretary shall cause the Notice to be published in a newspaper, as defined in Section 2051.044, Texas Government Code, of general circulation in the City for two consecutive weeks, the date of first publication to be at least 45 days prior to the date tentatively set for adoption of one or more ordinances authorizing the issuance of the Certificates of Obligation.
- **Section 3.** The Mayor and the City Secretary are hereby authorized and directed to execute the Certificate to which this Resolution is attached on behalf of the City Commission and to do any or all things proper and necessary to carry out the intent thereof.

PASSED AND APPROVED by a majority vote of the City Commission on the 12th day of September, 2022.

ATTEST:		
Mary Valenzuela, City Secretary	Sam Fugate, Mayor	
APPROVED AS TO FORM:		
Courtney Alvarez, City Attorney		

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

NOTICE is hereby given that it is the intention of the City Commission (the "City Commission") of the City of Kingsville, Texas (the "City") to adopt one or more ordinances providing for the issuance of one or more interest-bearing obligations of the City presently contemplated to be designated and known as the "CITY OF KINGSVILLE, TEXAS CERTIFICATES OF OBLIGATION" (the "Certificates of Obligation") for the purpose of providing for the payment of contractual obligations to be incurred in connection with the design, planning, purchasing, acquisition, construction, equipping, expansion, repair, renovation, and/or rehabilitation of certain City-owned public property, including (i) drainage projects; and (ii) payment of contractual obligations for professional services in connection therewith (to wit: consulting, engineering, financial advisory, and legal).

The City Commission tentatively proposes to authorize the issuance of the Certificates of Obligation (one or more series) at its regular meeting place at 400 West King Avenue, Kingsville, Texas, at a meeting of the City Commission to be commenced at 5:00 p.m. on November 14, 2022, in a maximum total amount expected not to exceed \$700,000. In the event the City Commission will be unable to meet at this location on November 14, 2022, the City will post information on its website for attending the meeting by telephone, teleconference, or other electronic means. The City Commission proposes to provide for payment of the Certificates of Obligation from a pledge of an annual ad valorem tax, as well as a subordinate lien pledge of the net revenues of the City's waterworks and sewer system. The City Commission reasonably expects to provide for payment of debt service on the Certificates of Obligation from a subordinate lien pledge of the net revenues of the City's waterworks and sewer system, but in the event such self-supporting source of revenues is inadequate for such purpose, the City will be obligated to levy an annual ad valorem tax to pay debt service due on the Certificates of Obligation.

In accordance with the provisions of Subchapter C of Chapter 271, Texas Local Government Code, as amended ("Chapter 271"), the following information has been provided by the City (excludes \$12,327,839 principal amount of outstanding debt obligations the City has designated as self-supporting and which the City reasonably expects to pay from revenue sources other than ad valorem taxes; provided, however, that in the event such self-supporting revenues sources are insufficient to pay debt service, the City is obligated to levy ad valorem taxes to pay such debt obligations): The current principal of all outstanding debt obligations of the City is \$19,947,000, the combined principal and interest required to pay all currently outstanding debt obligations of the City on time and in full is \$22,306,302, the estimated combined principal and interest required to pay the Certificates of Obligation on time and in full is \$399,000, the estimated interest rate for the Certificates of Obligation is 0%, and the maximum maturity date of the Certificates of Obligation will not exceed the maximum allowed by law. Market conditions affecting interest rates vary based on a number of factors beyond the control of the City, and the City cannot and does not guarantee a particular interest rate associated with one or more series of the Certificates of Obligation. The resolution designating certain outstanding debt obligations of the City as self-supporting for purposes of Chapter 271 is available upon request sent to the City at the address noted above.

/s/ Sam Fugate
Mayor, City of Kingsville, Texas

CERTIFICATE FOR RESOLUTION

We, the	undersigned	Mayor	and C	ity Seci	etary of	f the	City	of Kingsville,	Texas	(the	"City"),
hereby certify as	follows:										

1. The City Commission of the City (the "City Commission") convened in regular session, open to the public, on September 12, 2022 (the "Meeting"), at the designated meeting place, and the roll was called of the duly constituted officers and members of said City Commission, to wit:

Sam R. Fugate, Mayor Edna Lopez, Commissioner Hector Hinojosa, Mayor Pro Tem Ann Marie Torres, Commissioner Norma Nelda Alvarez, Commissioner and all of said persons were present, except constituting a quorum. Whereupon among other business, the following was transacted at the Meeting: a written Resolution entitled: RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION (the "Resolution") was duly introduced for the consideration of the Commission. It was then duly moved and seconded that the Resolution be finally passed and adopted; and after due discussion, such motion, carrying with it the adoption of the Resolution prevailed and carried by the following vote: YES: NOES: ABSTENTIONS: 2. A true, full, and correct copy of the Resolution adopted at the Meeting is attached to and follows this Certificate; the Resolution has been duly recorded in the City Commission's minutes of the Meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the City Commission's minutes of the Meeting pertaining to the adoption of the Resolution; the persons named in the above and foregoing paragraph are duly chosen, qualified, and acting officers and members of the City Commission as indicated therein; each of the officers and members of the City Commission was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting, and that the Resolution would be introduced and considered for adoption at the Meeting and each of such officers and members consented, in advance, to the holding of the Meeting for such purpose; and the Meeting was open to the public, and public notice of the time, place, and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code, as amended. PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF KINGSVILLE, TEXAS ON SEPTEMBER 12, 2022. City Secretary Mayor

(CITY SEAL)

AGENDA ITEM #9

City of Kingsville Human Resource Department

TO:

Mark McLaughlin, City Manager

FROM:

Diana Gonzales, Human Resource Director

DATE:

September 1, 2022

SUBJECT:

Appendix A

Wages Schedule

Collective Bargaining Agreement Between City of Kingsville and Kingsville

Professional Firefighters Association, IAFF Local #2390 - October 1, 2022 -

September 30, 2024

Summary: The current two (2) year collective bargaining agreement between the City of Kingsville (City) and the Kingsville Professional Firefighters Association, IAFF Local #2390 (Kingsville Firefighters Association) is set to expire on September 30, 2022. The City and Firefighters Association met to negotiate certain items as mandated by Texas Local Government Code for entities which have voted in collective bargaining.

Meetings were held as follows:

July 12, 13, 20, 2022 and August 10, 16, 2022

Meetings were conducted and tentative agreements between the City and Kingsville Professional Firefighters Association, IAFF Local #2390 were reached during negotiations.

The Kingsville Professional Firefighters Association President Steve Palacios advised Local 2390 association members voted to approve the proposals on August 30, 2022.

Below is a summary of articles with proposed changes. The affected articles, in their entirety, are attached to this memorandum.

ARTICLE Article 3	Duration of Agreement	CHANGE REASON 2-year agreement – update agreement dates
Article 14	Uniforms	clarification
Article 18	Alternate Hire Process	clarification/simplification
Article 19	Promotions	addition of physical for promotion requirement – already part of process
Article 25	Holidays	addition of 1 Holiday and ability to sell-back 2 holidays per fiscal year
Article 27	Sick Leave	clarification/simplification
Article 29	Miscellaneous Provisions	clarification/simplification
Article 32	Wages	2-year agreement – update agreement dates
Article 34	Longevity	clarification

4% Year 1 and 3% Year 2 or highest of 3% or City Commission COLA increase

City of Kingsville Human Resource Department

Appendix B Certification Pay Incentives

addition of Plan's Examiner certification

Background: As per Texas Local Government Code (TLGC) Chapter 174 Fire and Police Employee Relations, the City held negotiation meetings with Kingsville Firefighters Association.

TLGC 174.105 (b) states the following:

- (b) For purposes of this section, the duty to bargain collectively means a public employer and an association shall:
 - (1) meet at reasonable times;
 - (2) confer in good faith regarding compensation, hours, and other conditions of employment or the negotiation of an agreement or a question arising under an agreement; and
 - (3) execute a written contract incorporating any agreement reached, if either party requests a written contract

Financial Impact: The agreement presented is for two (2) years with increases to base wages with an additional holiday and added certification. Estimates for Year 1 and Year 2 of the agreement, including applicable benefits, are as follows:

Year 1 (FY 2022-2023) \$ 122,697 (Includes 4% wage increase, two (2) holiday sell-back and 1 added certification)

Year 2 (FY 2023-2024) \$ 104,960 (Includes 3% wage increase, continuation of two (2) holiday sell-back and continuation of 1 added certification)

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF KINGSVILLE, TEXAS

AND

KINGSVILLE PROFESSIONAL FIREFIGHTER'S ASSOCIATION, IAFF LOCAL #2390

October 1, 2020 2022– September 30, 2022 2024

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ARTICLE 1 INTENT AND PURPOSE

The following Agreement by and between the City of Kingsville, Texas, hereinafter referred to as "the City" and the Kingsville Professional Fire Fighters Association IAFF Local # 2390, hereinafter referred to as "the Association" is recorded in accordance with the Fire and Police Employee Relations Act of the State of Texas. The City and the Association agree that the primary purposes of this Agreement are the provision of efficient and uninterrupted performance of the municipal firefighting and emergency medical services and to adjust the rates of pay, hours of work, the terms and conditions of employment for those employees and provide for the equitable and orderly adjustment of grievances which may arise during the term of this Agreement. The Agreement has been reached through the process of collective bargaining with the objective of fostering effective and harmonious cooperation between the City and its Firefighters. Therefore, this Agreement is intended in all respects to be in the public interest.

ARTICLE 2 DEFINITIONS

- 1. "City" means the City of Kingsville.
- 2. "Association" means the Kingsville Professional Fire Fighters Association, IAFF Local # 2390.
- 3. "Member or Members of the Bargaining Unit" means all members of the fire department excluding Fire Chief, Volunteer firefighters and non-classified employees.
- 4. "Supervisor" means any officer with the rank of Lieutenant or above.
- 5. "Civil Service Commission" means the Fire and Police Civil Service Commission of the City of Kingsville.
- 6. "Chief" means the Fire Chief of the City of Kingsville.
- 7. "Regular hours" means actual hours worked including holiday hours and vacation hours.
- 8. "Essential Personnel" means all members of the fire department.
- 9. "Long Term" means eleven (11) working shift or more.

ARTICLE 3 DURATION OF THE AGREEMENT

SECTION 1 EFFECTIVE DATES

This Agreement shall be effective as of the first full payroll of Fiscal Year 2020-2021 2022-2023 in October 2020 2022 and shall remain in full force and effect until the last full payroll of fiscal year 2022 2024.

SECTION 2 CONTINUATION OF AGREEMENT

Should an impasse be reached during negotiations between City and the Association regarding changes or additional provisions for a successor Agreement, the City agrees that all terms of this Agreement, including wages which shall remain at the September 30th, 2022 2024 rates, shall remain in full force and effect for a period of one (1) year.

ARTICLE 4 AUTHORITY AND NEGOTIATIONS

SECTION 1 NOTIFICATION BY ASSOCIATION

Whenever wages, rates of pay, or any other matters requiring appropriation of monies by the City are included as a matter of collective bargaining, it shall be the obligation of the Association to serve written

notice of the request for collective bargaining on the City at least one hundred twenty (120) days prior to the conclusion of the fiscal year.

Section 2 Meeting Obligation

It shall be the obligation of the parties to meet at reasonable times and places and confer in good faith, for the purposes of collective bargaining. The initial meeting shall be for the purposes of setting dates and the procedures for negotiations, including ground rules and deadlines, and shall not be considered a bargaining session for the purposes of any applicable statutory dates or deadlines.

Section 3 Notices

During the sixty (60) day period or any extension, neither party will bargain or deal with persons not on the negotiation team, without the advance notification of the Chief Negotiator for the other team. All formal discussion of contract issues shall take place during posted negotiation session in accordance with Section 174.108 of the FPERA. This provision shall not prevent either team from obtaining factual information from appropriate sources.

Section 4 Communication

During the sixty (60) day period or any extension, communications to the press or media, each party will make a written notification to keep the other party informed of statements or releases.

ARTICLE 5 RECOGNITION

The City of Kingsville recognized the Kingsville Professional Fire Fighters Association, IAFF Local # 2390, as the sole and exclusive Bargaining Agent for all Fire Fighters as that term is defined in Section 174.003 of the Fire and Police Employees Relations Act, with the sole exception of the Fire Chief, by this term it is intended to include all permanent paid employees of the Department who have been hired in substantial compliance with provisions of the Texas Local Government Code, Chapter 143 but does not include civilians or other employees. The parties agree that the Kingsville Fire Department is the primary provider of fire, rescue and EMS services within the corporate limits of the City of Kingsville, save and except for mutual aid status arrangements created by the City Commissioners under inter-local cooperation agreements with surrounding cities and volunteer fire departments and for the City of Kingsville Code of Ordinances Chapter XI, Article 2 Ambulance Service.

ARTICLE 6 NON DISCRIMINATION

SECTION 1 APPLICATION

The City and the Association agree that the provisions of this Agreement shall be applied to all employees within the Bargaining Unit without regard to affiliation or membership or non-membership in the Association.

Section 2 Association Members

The City agrees not to discriminate against any member of the bargaining unit for their lawful activity on behalf of, or membership in, the Association. The Association and the City recognize that no employee is

required to join the Association, but that each employee has the right to choose of their own free will whether or not to join the Association. Neither the City nor the Association shall exert any pressure for or against any member covered by this Agreement in regard to such matters.

ARTICLE 7 CIVIL SERVICE RULES

By entering into this Agreement, the parties recognize and agree that the provisions of this collective bargaining agreement shall take precedence over civil service law provisions, including the applicable sections of Chapter 142 and 143 of the Texas Local Government Code, or the Local Civil Service Rules and regulations of the City of Kingsville to the extent of inconsistency. All other statutory provisions and rules shall remain in full force in the same manner as on the date this agreement became effective.

ARTICLE 8 NO STRIKE - NO LOCKOUT

The Association agrees that it shall not cause, counsel or permit its members to strike, slow down, disrupt, impede or otherwise impair the normal functions of the Fire Department. The City agrees that it will not authorize, ratify, encourage or otherwise support any lockout.

ARTICLE 9 MANAGEMENT RIGHTS

Section 1 Management Rights

The Association recognizes that the City has statutory and Charter rights and obligations in all matters relating to municipal operations. The City and the chief shall retain all rights and authority, which by law they are entitled to. Except as specifically provided in this Agreement, the City retains the right to operate and manage its affairs in all respects. The rights of the City include but are not limited to:

- The right to establish the ranks and classifications of positions.
- The right to establish department rules of procedure.
- The right to discipline or discharge for cause, subject to State Civil Service Law.
- The right to determine work schedules and assignments.
- The right to establish methods and processes by which work is to be performed.
- The right to use Fire Department personnel in emergency situations to protect life and property.
- The right to use non-uniformed personnel in the Department to perform duties which do not require
 a certified firefighter including, but not limited to, communications, information systems, records, and
 clerical support and maintenance; non-uniform personnel performing such duties shall not be subject
 to the terms of this Agreement.

Section 2 Rules and Regulations

The City recognizes the responsibility of management to reduce Standard Instruction, Rules and Regulations, and Standing Orders to writing and to maintain the same at each fire station in order to achieve a uniform interpretation and application of such directives and regulations within the contract years. The City may amend, repeal or supplement Standard Instruction, Rules and Regulations, and

Standing Orders at any time. Any changes or additions to such Standard Instructions, Rules and Regulations, and Standing Orders will not be valid until posted at each Fire Station.

Section 3 Non-Interference in Personal Lives

The City will not publish, make or enforce any regulations or directives, which will interfere with the personal lives of off-duty activities of firefighters, except to the extent that such regulations may be necessary to assure continued commitment to public safety and department operations.

ARTICLE 10 ASSOCIATION RIGHTS & ACTIVITIES

Section 1 Negotiating Team

Two (2) members of the Association negotiating team shall be allowed time off with pay in order to attend negotiation meetings mutually set by the City and the Association when such meetings occur while negotiating team members are on duty. Time off shall be considered as fifteen minutes for transportation time to and from the meeting site and the actual time required for the meeting.

SECTION 2 ASSOCIATION ACTIVITY

The Association may schedule small committee meetings pertinent to Association business on Fire Department property in so far as such meetings are not disruptive of the duties of the firefighters or the efficient operation of the Fire Department, provided however, that permission for such meetings shall be obtained 72 hours in advance from the Fire Chief prior to meeting.

Section 3 Other Association Functions

A maximum of four (4) members of the Association which includes the Association president and one (1) association officer shall be allowed three (3) shifts off using personal leave each year of the Agreement term, to attend the Association's State Convention and a like number of shifts off to attend the Association's International Convention.

Any member elected or appointed to a State or International Association office or position shall be allowed three (3) shifts off using personal leave to attend to business.

Section 4 Association President

The City agrees that when the President of the Association is on duty they shall be given the latitude to deal with the duties of the presidency. This includes but is not limited to meetings with any firefighter, the Fire Chief, City Manager, City Attorney, Human Resources Director, Assistant City Manager, the City Commissioners, the Civil Service Commission, and any meetings established by this Agreement. This latitude shall not include leaving the City limits unless prior approval from the Fire Chief has been sought.

The Fire Chief reserves the right to revoke this special duty during emergencies or when the welfare of the citizens of Kingsville is placed in jeopardy. The Association President, as part of their duties, reserves the right to speak, visit with the men and women who are members of the Association, as well as to tour existing Fire Department facilities and review existing equipment toward the goal of improving the quality

of working conditions for the firefighters of the City of Kingsville. In addition, the President may participate as the duly elected representative of members of the bargaining unit in any discussion that may affect the working conditions of any Association member.

Section 5 Action Outside the City Limits

It is understood and agreed that any member of the bargaining unit who is directed by their supervisor to perform duties outside the City limits will be considered to be within the course and scope of their employment while performing such duties.

ARTICLE 11 PAYROLL DEDUCTION OF DUES

The City agrees to deduct dues from the pay of Association members upon receipt from the Association of a "Dues Deduction Card" or similar form voluntarily and individually authorized, signed, and dated by each member of the Association. Such dues will be deducted in the amount specifically authorized by the individual and the Association. The deduction of dues will begin the first full pay period following receipt of the "Dues Deduction Card". The member's authorization to deduct dues shall remain in full force and effect for the term of this Agreement or until terminated by the member.

At any time, a member of the Association desires to withdraw dues deduction authorization, he/she may do so. Such action will be initiated through a "Termination of Dues Deduction Card" signed by the member of the Association. The City shall terminate deduction of such dues on the first full pay period following receipt of the "Termination of Dues Deduction Card".

The City will be obligated to remit to the Association only those sums deducted as dues and assessments from the Association member's pay check and will not be liable for damages to the Association, and individual member, or other group or person for failure to deduct any authorized sum for any reason. Deduction of Association dues shall be subordinate to all other deductions or liens legally placed upon the member's pay. The Association shall supply the City with all necessary information for payroll deduction of dues. The City will be responsible for maintaining on file all forms necessary to administer this section. The City will inform the Association of any changes in dues deductions, by submitting a copy of the member's dues deduction form to the Secretary of the Association.

ARTICLE 12 DUTIES

Members of the bargaining unit shall be assigned to perform duties within the Chief's discretion including, but not limited to, firefighting, fire prevention, fire dispatch, rescues, emergency medical service, public safety education, training, project management, care and maintenance of facilities (for example, changing filters, maintaining yard, trash disposal, changing light bulbs, sweeping, mowing, dusting, dishes, laundry, etc.), equipment and apparatus not to include structural or other types of projects requiring licensing and/or permits.

ARTICLE 13 WORKING CONDITIONS

Section 1 Hours of Work

24 Hour Shifts

Members of the bargaining unit assigned to work on twenty-four (24) hour shift duty may be assigned to one (1) of three (3) rotating shift. Each shift begins at 8:00 a.m. ends at 8:00 a.m. the following day, and is followed by the two (2) other twenty-four (24) hour shifts.

40 Hour Work Week

Members of the bargaining unit that are not assigned to work on a twenty-four (24) hour rotating shift, shall be assigned to a forty (40) hour work week in a seven (7) day period.

SECTION 2 SCHEDULING

The Chief retains the right to make temporary assignments, details and other schedule revisions for operational purposes, provided the regularly assigned schedule shall be stated herein. The days and hours of work for forty (40) hour members of the bargaining unit shall be subject to determination by the Chief as long as said member is given two (2) calendar days advance notice to such change in their working schedule.

SECTION 3 SHIFT ASSIGNMENT

Members shall receive at a minimum of 72 hours of notice prior to long-term shift assignment and/or shift change.

ARTICLE 14 UNIFORMS

SECTION 1 DESCRIPTION

The City shall furnish all members with fire-retardant work uniforms, which may include one pair of shoes, upon initial hire or promotion (if uniform modifications are required) without cost to members. The Chief or designee shall provide replacements as necessary. A complete uniform list is defined as

<u>Year 1 – FY 2020-2021</u>	<u>Year 2 — FY 2021-2022</u>		
Work Uniform Shirts (initial issue: 3)	Work Uniform Shirts (initial issue: 4)		
Work Uniform Pants (initial issue: 3)	Work Uniform Pants (initial issue: 4)		

Jacket (initial issue: 1)Jacket (initial issue: 1)Boots (initial issue: 1 pair)Boots (initial issue: 1 pair)

SECTION 2 PROVISION

The City shall furnish all-fire-retardant protective clothing and/or protective devices required of members in the performance of their duties as determined by the Fire Chief.

SECTION 3 REPLACEMENT

The City shall replace required clothing items and equipment, as determined by the Fire Chief, which are damaged or worn out in the course of employment without cost to the member.

SECTION 4 CLEANING

The City shall provide for cleaning, laundry service and or cleaning equipment and supplies for the purpose of maintaining work clothing per NFPA standards.

ARTICLE 15 WORKING OUT OF CLASSIFICATION

Any member of the bargaining unit assigned to perform the duties of a higher classification by the Chief and in his absence by the officer in charge for a period of 1 hour or more during a shift shall be paid the base salary of the higher classification, plus their own longevity, and certification and/or educational pay, for the period of time which the member is required to work such higher classification. Only the rank of Firefighter may be assigned to fill the rank of Engineer, only the rank of Engineer may be assigned to fill the rank of a Lieutenant, and only the rank of Lieutenant may be assigned to fill the rank of a Captain. Members of the bargaining unit certified as a Paramedic shall be ineligible to work out of classification when only one member certified as Paramedic is on duty.

All efforts will be made to assign only personnel who have at least two (2) years of service (calculated as of date of hire) before assigning the member temporarily to a higher classification.

All efforts will be made to assign only personnel who have at least one (1) year of experience holding rank of Engineer or above (calculated as of date of promotion) before assigning the member temporarily to a higher classification.

Should a staffing issue arise, the Fire Chief or their designee has the authority to assign personnel as needed to fill the higher classification.

ARTICLE 16 OVERTIME AND CALLBACK

SECTION 1 OVERTIME

24 HOUR SHIFT MEMBERS OVERTIME CALCULATION

Members assigned to twenty-four (24) hour shifts shall be paid overtime for authorized hours in excess of one hundred and six (106) hours of actual hours, holiday hours and vacations hours worked for each fourteen (14) day work period.

Hours worked on an actual holiday will be counted as overtime and paid one and half (1 $\frac{1}{2}$) times regular rate of pay. Each twenty-four (24) hour member on duty at 8:00 a.m. when a holiday occurs shall be paid one and a half (1 $\frac{1}{2}$) times their hourly rate of pay.

40 HOUR WORK WEEK MEMBERS OVERTIME CALCULATION

Members assigned to a forty (40) hour a week position shall be paid overtime for authorized hours in excess of forty (40) hours of actual hours, holiday hours and vacation hours worked for each seven (7) day work period.

SECTION 2 SCHEDULED VOLUNTARY OVERTIME

When the daily assigned staffing falls below, or is anticipated to fall below, the minimum staffing level, the Captain may call in off duty personnel to work using the established overtime procedures and availability list.

SECTION 3 EMERGENCY CALL BACK VOLUNTARY OVERTIME

Emergency call back overtime is needed when there is a temporary reduction in staffing arising from unanticipated emergency calls or other personnel shortages. All emergency call backs shall be for a minimum of three (3) hour periods and paid at overtime.

A member reporting for emergency call back overtime less than three (3) hours prior to their regularly scheduled shift shall be paid for the actual hours worked.

SECTION 4 OUT OF CLASSIFICATION OVERTIME

Members may work up one classification when working overtime if qualified to work in such classification. The member shall be paid overtime at one and one half (1-1/2) times the regular rate of pay for that particular classification. When working up, the member shall be paid overtime based on the lowest step in the higher classification.

SECTION 5 MANDATORY OVERTIME (RECALL)

The Fire Chief or designee has the statutory right under Texas Local Government Code 142.0015 to assign overtime as needed.

SECTION 6 PAYMENT OF OVERTIME

Overtime payments will be included on the paycheck following the end of the pay period, but offsets may be made for past overpayments or underpayments.

ARTICLE 17 COMPENSATORY TIME

SECTION 1 ELECTION

Members of the bargaining unit may elect to receive compensatory time, at a rate of not less than one and one-half hours for each overtime hour worked, instead of cash overtime pay.

SECTION 2 RECORDS

The Fire Department administrative staff shall maintain records of compensatory time for each member of the bargaining unit.

SECTION 3 USE

Members of the bargaining unit that elect to use their compensatory time shall be taken with mutual agreement between the member and the Fire Chief

ARTICLE 18 ALTERNATE HIRE PROCESS

SECTION 1 ELIGIBILITY

Applicants must have all of the following to be eligible under this process and will not be required to take an entry level exam:

- A. Basic Structural Firefighter certification through Texas Commission of Fire Protection (TCFP) or equivalent issued through another entity which qualifies for TCFP reciprocity.
- B. Emergency Medical Technician Paramedic certification through Texas Department of State Health Services (TDSHS) or National Registry.
- C. Two (2) years of experience as a certified/licensed paramedic.
- D. Applicant must be over 21 between the ages of 19 and 45 years of age.
- E. Valid driver's license . Texas Department of Public Safety Driver's License

SECTION 2 ENTRY REQUIREMENTS

Applicants must successfully complete processes required by entry-level candidates of application, agility, interview, physical, drug screen and psychological examination.

Applicants under the alternate hiring process may not appeal a rejection by the Fire Chief.

To the extent allowed by law, the City shall indemnify the Association and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken in compliance with this article, excluding gross negligence, recklessness, or intentional conduct of the parties.

The parties have entered into this agreement in good faith and understand and agree that the provisions of this article are in compliance with the authority granted the parties under Chapter 174 of the Texas Local Government Code that allows the City and the Association to mutually alter provisions of Chapter 143 of the Texas Local Government Code.

SECTION 3 RE-HIRE

Former City of Kingsville firefighters with less than two (2) years break in City of Kingsville service may be considered for rehire.

- Meet current position requirement for Firefighter
 - 1) Background
 - 2) Agility
 - 3) Physical
 - 4) Psychological
 - 5) Drug Screen
- Resigned from City on voluntary basis, and left the City in good standing
- Makes application for rehire within two (2) years of the date of resignation from City

- Former City employees rehired will be placed in position of Firefighter.
- Rehired employees will not be able to test for a qualified ranking position until the completion of two (2) years of service.
- Rehired employees shall be considered as newly hired employees for seniority purposes.

ARTICLE 19 PROMOTIONS

SECTION 1 PROMOTIONAL PROCEDURES

The promotional examination shall consist of the following:

A. Written Examination

- 1. Candidates must score at least seventy percent (70%) or better on the written examination to advance to the next step of the promotional procedure. The written examination shall count as seventy percent (70%) of the total promotional score.
- 2. Any change in the Promotional Reading Lists shall be posted in January no later than January 31st of each year.

B. Skills Assessment

Candidates that successfully pass the written examination will be required to participate in a skills assessment that is developed and/or approved by the Fire Chief. A candidate must pass the skills assessment with a score of seventy percent (70%) or better to be placed on the promotional list. The skills assessment score shall count as thirty percent (30%) of the promotional score.

Once a candidate has successfully passed the skills assessment, their score from the written exam will be multiplied by seventy percent (.70), their score from the skills assessment will be multiplied by thirty percent (.30), and then the two resulting numbers will be added together to provide the base promotional score.

SECTION 2 SENIORITY POINTS

Candidates successfully passing the written exam and skills assessment will have seniority points added to their base promotional score to create their total promotional score. A maximum of 10 seniority points may be added to the base promotional score, as follows:

Uninterrupted service in Kingsville Fire Department

1 point per year of service (up to 10)

Section 3 Promotional Eligibility List

Once candidates have received their total promotional scores, their name shall be placed on a promotional eligibility list in the order of highest score to lowest score. The Eligibility List shall be valid for one (1) year from the date of Civil Service Commission Approval.

SECTION 4 PHYSCIAL/DRUG/ALCOHOL TESTING

Candidates will be selected from the promotional list for a <u>physical and a drug/alcohol</u> test as vacancies become available. Upon successful completion of the drug/alcohol test, the candidate will be offered the promotion.

ARTICLE 20 OFF-DUTY EMPLOYMENT

The Fire Chief shall create a policy regarding off duty employment. Policy must be continuously updated as changes occur. The following information shall be required by the Fire Chief due to firefighters being injured during their off duty employment and reporting to their next scheduled shift without notifying their shift Captain of their off duty employment injury. (1) Name and address of employer. (2) Phone number of employer for emergency contact by the department. Off duty employment shall not interfere with normal work schedules or emergency duties. Copies of the policy shall be filed in the Human Resource Department, the Risk Manager and City Manager's office. Permission to work off duty employment shall not be unreasonably withheld.

ARTICLE 21 LABOR MANAGEMENT COMMITTEE

The City and the Association recognize communication between Management and the Association is indispensable to the accomplishment of a sound and harmonious Labor – Management Committee. This Committee shall consider, discuss, and resolve issues or problems pertaining to the employment conditions of the firefighters. Such issues may include proposed changes in safety equipment and devices, clothing, and procedures for the reduction or elimination of hazards to the mission of the Fire Department. Such discussions shall not be tantamount to, or an extension of, the bargaining process, but shall be for the purpose of encouraging productive relations between the parties and the improvement of the fire service to the community. The Committee shall consist of four (4) members, two (2) to be appointed by the Association and two (2) to be appointed by the Chief. All four (4) members of the committee must be present for a meeting to be held. The Labor – Management Committee shall meet at times mutually agreeable to both parties and meetings may be canceled by mutual agreement of the Committee members. There shall be a written agenda, prepared by the party requesting the committee meeting, on matters to be discussed and provided to the Committee members at least one week in advance of the meeting.

ARTICLE 22 GRIEVANCE PROCEDURE

Section 1 Scope of Procedure

The City and the Association agree that the purpose of this grievance procedure is to provide a just and equitable method for resolving disagreements between the parties, involving the interpretation, application or alleged violations of this Collective Bargaining Agreement. For the purposes of this article only, working days are defined as Monday-Friday, excluding weekends and City holidays.

SECTION 2 GRIEVANCE PROCEDURES

The Association, or any member covered under the Agreement, may file a grievance, and shall be afforded the full protection of this Agreement.

Step 1. The Association, or any member covered by this Agreement, having a matter which is felt to be a grievance, shall submit, within ten (10) working days of the actual event causing the problem, a written grievance to the Association Grievance Committee.

The grievance shall include:

- A statement of the grievance and the facts on which it is based;
- (2) The section(s) of the Agreement which have been violated;
- (3) The remedy or adjustment, if any is sought;
- (4) The signature of the member.

The Association Grievance Committee shall have ten (10) working days from receipt thereof in which to act on the grievance. If the Association Grievance Committee decides in their sole discretion that no grievance is found to exist, no further action shall be required. If a grievance is found to exist, the Committee shall process the grievance by passing it to Step 2.

Step 2. If a grievance is found to exist, the matter shall be submitted to the Fire Chief or their designee within the ten (10) working days as specified by Step 1. If the Fire Chief and/or their designee is not available, the Supervisor in charge may receive the copy of the grievance. The Chief shall render a decision and respond to the Association Grievance Committee, in writing, within ten (10) working days from receipt thereof.

Step 3

If the grievance is not resolved in step two (2), the Association Grievance committee shall submit the grievance in writing to the City Manager or their designee within ten (10) working days from the receipt of the step two (2) decision. The City Manager or their designated representative shall review the matter and render a decision in writing to the Association Grievance Committee within ten (10) working days of receipt of the grievance.

Step 4. If the grievance is not resolved at Step 3 then the City and the Association shall request the assistance of the Federal Mediation and Conciliatory Service, within ten (10) working days excluding weekends and holidays. The mediator will advise the parties of their availability for mediation of the grievance. Failure to resolve the grievance in mediation shall constitute the grievance unresolved.

Step 5. If the grievance is not resolved at Step 4, the Association Grievance committee may request arbitration. If a grievance is requested to be submitted to arbitration, the City and the Association shall first attempt to mutually agree on an arbitrator. If after ten (10) working days the parties fail to agree upon an arbitrator, a list of seven (7) neutral arbitrators shall be requested from the American Arbitration

Association or the Federal Mediation and Conciliation Services (F. M. C. S.). Within ten (10) working days from receipt of the list, the Association and the City shall alternate in striking a name from the list until only one name remains. If neither party volunteers to strike a name first, it shall be decided by flipping a coin. The arbitrator will advise the parties of their availability for arbitration of the grievance.

SECTION 3 ARBITRATION

A. Scope of Arbitrator/Arbitration

Within thirty (30) calendar days after the conclusion of the hearing or the filing of the briefs, the arbitrator shall—issue a written opinion and ruling with respect to the issues presented, a copy of which shall be mailed or delivered to the Association Grievance Committee and the City. The arbitrator shall not have the power to add to, amend, modify, or subtract from the provisions of this Agreement in arriving at their decision on the interpretation of this Agreement and to make conclusions of fact based upon the evidence submitted at the arbitration hearing and to apply the contractual provisions to said facts. The arbitrator shall confine themselves to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to them. The conclusion reached by the arbitrator shall be based solely on evidence adduced at the hearing. The decision of the arbitrator shall be final and binding upon the City, the Association and all members covered by this Agreement.

B. Arbitration Expenses

Fees and expenses of the arbitrator shall be borne by the party ruled against as determined by the arbitrator in their award. The City shall bear the expenses of any witnesses called by the City. The Association shall bear the expenses of any witnesses called by the Association, except for members who are on duty during the time they are to testify. The Association agrees to call no more than three (3) members on duty to be witnesses; expenses for additional on duty members called by the Association to be witnesses, will be paid by the Association.

C. Rules for Arbitration Hearings

The parties, during arbitration hearings, shall have the following rights and duties:

- 1. To exchange the names of witnesses to be called and the nature of their testimony prior to the hearing;
- 2. To require the arbitrator to subpoena witnesses;
- To be represented by legal counsel;
- 4. To present evidence, testify, and argue the evidence;
- 5. To confront and cross-examine adverse witnesses (subject to the reasonable discretion of the arbitrator to admit hearsay evidence);

Judicial rules of evidence need not be strictly followed; however, witnesses may be placed under the rule. The arbitrator shall not communicate with parties or witnesses relating to the facts or subject matter of the case outside of the arbitration hearing.

SECTION 4 TIME LIMITS

The parties shall adhere to the time limits set forth in the procedure. In the event the member or the Association fails to meet the time limits, at any step in procedure, the grievance shall be considered satisfied and no further action taken. Failure by the City to meet the time limits at any step, the grievance shall be considered resolved in favor of the Association.

SECTION 5 DUE DATE

If a deadline falls on a day when the appropriate office is closed, the due date shall be on the next day when it is open.

ARTICLE 23 LEGAL PROCEDURE

SECTION 1 LEGAL DEFENSE

In the event that a civil action is filed against a member of the bargaining unit for conduct performed while on duty in the official performance of their duty, the City shall provide legal representation to the member under the terms and conditions of this article. The City, by conducting or participating in the defense of the members of the bargaining unit, does not assume any obligation or liability or otherwise imposed by law and does not expressly or implicitly waive any immunity or defense, which may be available to the City. The City shall have no obligation not otherwise imposed by law for any judgment, which is rendered against a member of the bargaining unit. The City shall have the option, at its sole discretion, of retaining an outside lawyer or providing legal representation through the Office of the City Attorney.

SECTION 2 NO OBLIGATIONS

The City shall have no obligations to provide legal representation to a member of the bargaining unit where:

- A. The conduct of the member has given rise to the civil action that constitutes a violation of rules, regulations or procedures, a violation of the orders of supervisor, gross negligence, recklessness, or intentional wrongdoing;
- B. The conduct of the member has given rise to civil action and is outside the scope of the member's employment.
- C. Legal representation is provided by a third party, such as automobile liability insurance, or the like.

SECTION 3 NOTIFICATION

The member of the bargaining unit shall notify the City of any claim being made against such member no later than 15 days from the date that the member received notice of such claim, and shall request, in writing through the Chief, that the City assume the defense of the member regarding such claim.

Section 4 Correspondence with City Attorney

If suit is filed against a member of the bargaining unit, the member shall immediately forward to the City Attorney every demand, notice, summons or other process received by the member.

Section 5 Cooperation of Firefighter

The member of the bargaining unit shall cooperate with the City and upon its request shall assist in making settlements, in the conduct of suits, in endorsing any rights of contribution of indemnity against any person or organization who may be liable for all or part of such damages and shall attend all hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. Furthermore, any failure of the member to cooperate with the City in providing legal representation or otherwise violating provisions of this article shall be grounds for denial of legal representation or termination of such obligation.

SECTION 6 OTHER RIGHTS AND OBLIGATIONS OF CITY

No provision of this article shall in any way affect other rights or remedies that the City may have.

ARTICLE 24 DRUG TESTING

SECTION 1 APPLICABILITY

The City's current Substance Abuse Policy shall be of full force and effect as to persons who come within the purview of this Agreement except when expressly excluded herein. All provisions of the Substance Abuse Policy pertaining to alcoholic beverages, inhalants, and prescription drugs shall be fully applicable. The following special provisions shall apply only to illegal drugs. These terms shall be construed in accordance with the definitions contained in the City's Substance Abuse Policy.

Section 2 Choice of Manager

"Manager" as used herein shall be that person or agency, but always an independent contractor, who shall be responsible for collecting, testing and reporting results on any sample, of whatever nature, used for implementation and administration of the City's Substance Abuse Policy

Section 3 RANDOM TESTING

All City employees are subject to random testing without cause.

Selection of subjects or persons for random testing for alcoholic beverages, illegal drugs, inhalants, or prohibited substances by the responsible authority may be accomplished by the responsible authority by reasonable means which does not constitute a pattern, custom, or practice. By way of illustration and not be way of limitation, the responsible authority may require all person's subject to random testing to be tested on a given day. The responsible authority may also require those person's subject to random testing in one department only to be tested on a given day.

The responsible authority's choice of mode for determining random testing shall be presumed valid subject to a clear showing of abuse of discretion.

Section 4 Testing for Cause

All members of the bargaining unit shall be subject to testing for cause. Cause shall be "tenable inference" as defined in the City's Substance Abuse Policy.

Any member who demonstrates a tenable inference that they are at that time in violation of any of the provision of the City Substance Policy may be subject to an immediate appropriate substance abuse test.

The member's immediate supervisor, department head, acting department head, and a person acting in their stead, the City Manager, or the Human Resource Director may order the testing.

Any member who refuses to submit to an immediate appropriate substance abuse testing when ordered by an appropriate official as listed above shall be indefinitely suspended. If the member so indefinitely suspended appeals the indefinite suspension and on appeal it is determined an order for testing was issued, and the member refused to obey such order, and the person giving such orders was justified in forming the tenable inference as defined herein, the indefinite suspension shall be upheld and the member may not be rehired by the City of Kingsville for a period of one year.

SECTION 5 COMPLIANCE WITH POLICY AND DISCIPLINARY ACTION

All members shall refer to the current City of Kingsville Policy # 830 Substance Abuse Policy in regards to compliance and consequences of failure to comply with this policy.

Section 6 Records Procedures

Release of Information

Requests for employment verification or references for a member indefinitely suspended under this policy shall be forwarded to the Human Resource Department. For Texas Employment Commission hearing on granting unemployment insurance, the City will cite a rules violation as the reason for termination and will supply a copy of the letter of indefinite suspension, which states specific reasons. Where there is doubt about the release of information, the Legal department shall be consulted for guidance.

Reporting Conviction to Federal Agency

In compliance with the Drug Free Workplace Act, the Human Resource Department will notify the appropriate federally agency within ten (10) days after receiving notice from the member of a conviction under criminal drug statutes.

SECTION 7 OFF DUTY CONDUCT

No off duty conduct shall impair on-duty performance notwithstanding anything else to the contrary herein the provisions of this section only shall apply to all substances, i.e., alcoholic beverages, inhalants, illegal drugs, and prescription drugs.

SECTION 8 HOLD HARMLESS

To the extent possible the City agrees to hold harmless the Association for any suit or cause of action, which is a direct result of negotiating and executing this Agreement.

ARTICLE 25 HOLIDAYS

SECTION 1 DESIGNATED HOLIDAYS

Each firefighter shall receive the following eight (8) nine (9) holidays per year:

- 1. New Year's Day
- 2. Martin Luther King Day (MLK)
- 3. Good Friday
- 4. Memorial Day
- 5. 4th of July
- 6. Patriot's Day
- 7. Veteran's Day
- 8. Thanksgiving Day
- 9. Christmas Day

The Holiday shall be on the actual holiday.

SECTION 2 HOLIDAY LEAVE

A. Member's assigned to twenty-four (24) hour shifts shall be entitled to the number of scheduled working hours off for each holiday (ex. 24 hour shift = 24 hours off).

Member's assigned to a forty (40) hour work week shall be entitled to 8 working hours off for each holiday.

The current practice of adding holidays to vacation time or taking them individually shall be retained. Nothing herein shall be interpreted in such a manner, which would deprive the Chief of his right to cancel a member's scheduled holiday when the Chief determines there is an imminent threat. The-member's responsibility for scheduling a holiday shall end when they receive their signed copy of the holiday request form.

- B. Members assigned to a forty (40) hour work week shall be entitled to observe the holidays authorized under City policy.
- C. For Firefighters Members on 24 Hour Shift schedules Two (2) holidays shall be eligible for sell-back at straight time (24 hours per holiday) each fiscal year by submitting appropriate documentation to the department.

ARTICLE 26 VACATION

Section 1 Vacation Leave Accruals

Members of the bargaining unit shall accrue vacation leave in equal biweekly increments as follows:

- A. 13 through 60 months 12 days
- B. 61 through 228 months 15 days
- C. 229 months and more 18 days

The City shall post an accounting of vacation accrual on the member's pay stub.

Leave accruals shall be in accordance with the City's Family Medical Leave (FMLA) policy.

SECTION 2 CANCELLATION OF LEAVE

Nothing herein shall be interpreted in such a manner which would deprive the Chief of their right to cancel a member's scheduled vacation when the chief determines there is an imminent threat.

SECTION 3 LEAVE

Members assigned to a twenty-four (24) hour shift will be entitled to twelve (12) working hours for each day of accrued vacation leave. Members assigned to a forty (40) hour work week shall be entitled to eight (8) working hours for each day of accrued vacation leave.

SECTION 4 SEPARATION PAY

Members assigned to a twenty-four (24) hour shift who have completed probation shall be paid a maximum of two hundred and fifty (250) hours for any accumulated vacation leave at the member's regular rate of pay at the time of separation.

Members assigned to a forty (40) hour work week shall be paid a maximum of one hundred sixty-six (166) hours for any accumulated vacation leave at the member's regular rate of pay at the time of separation.

ARTICLE 27 SICK LEAVE

SECTION 1 SICK LEAVE ACCRUAL

Firefighters shall accrue Sick Leave at the following rates in bi-weekly increments:

- A. 13 through 60 months 12 days
- B. 61 months and more 15 days

Leave accruals shall be in accordance with the City's Family Medical Leave (FMLA) policy.

The City shall post an accounting of sick leave accrual on the member's pay stub.

Members working 24 hour shifts will be entitled to 12 working hours for each day of accrued sick leave, except member's working a 40 hour weekly schedule shall be entitled to 8 working hours for each day of accrued sick leave.

SECTION 2 USE OF LEAVE

In the event of an illness, the member shall notify the Captain or Acting Captain on duty immediately when the member knows they will be absent due to an illness. Any member who is absent one or more consecutive scheduled work shifts or who is exhibiting a pattern of potential leave abuse may be required by the Chief to furnish a certificate from a physician or the physician's representative certifying to the illness of the firefighter.

SECTION 3 SICK LEAVE BUY BACK

Any member assigned a 24 hour shift who has completed probation may elect to sell up to one hundred and eighty (180) hours of accumulated sick leave annually (December), or up to ninety (90) hours biannually (June and/or December). Any member assigned a 40 hour work week may elect to sell up to one hundred and twenty (120) hours of accumulated sick leave annually or sixty (60) hours bi-annually (June and/or December). Annual sick leave buy back requests are to be submitted no later than fifteen (15) days prior to the first payday of the month of June and/or December. Checks-Payment will be issued during the week following on the first scheduled payday of the month of June and/or December, barring any emergency. If a member does not submit the required form on time, a buy back paycheck payment may not be issued. The City shall purchase the sick leave hours at one hundred percent (100%) of the member's wages.

Section 4 Separation Pay

A. Members assigned to 24 hour shifts shall be paid all accumulated sick leave not to exceed one thousand two hundred (1200) hours of accumulated leave at the time of separation from the Kingsville Fire Department at the member's regular rate of pay.

Sick leave hours sold under buy back procedures plus sick leave separation pay shall not exceed one thousand two hundred (1200) hours for members assigned to 24 hour shifts.

B. Members assigned to 40 hour work weeks shall be paid all accumulated sick leave not to exceed eight hundred (800) hours of accumulated sick leave at the time of separation at the regular rate of pay. Sick leave hours sold under buy back procedures plus sick leave separation pay shall not exceed eight hundred (800) hours for members assigned to a 40 hour work week.

ARTICLE 28 SPECIAL LEAVES

SECTION 1 BEREAVEMENT LEAVE

In the event of death in the immediate family of a member of the bargaining unit who is otherwise assigned to duty, the member shall be granted time off with pay as follows:

- A. Members working a 24 hour shift shall be granted one shift off following the death. However, if the death occurs when the member is on duty, he/she shall receive the rest of the shift off in addition to the one shift being granted off.
- B. Member(s) working a 40-hour workweek shall be granted 3 consecutive calendar days off of bereavement leave following the death of a family member as defined below.

The immediate family shall be defined as the member's mother, father, legal spouse, child, brother, sister, grandmother, grandfather, mother-in-law, father-in-law, grandchildren, or person physically residing with the member.

ARTICLE 29 MISCELLANEOUS PROVISIONS

SECTION 1 EYEGLASS REPLACEMENT

The City agrees to reimburse members of the bargaining unit for prescription eyeglasses broken or damaged during the course of employment up to \$200 for the repair or replacement of frames and lenses. Members may select more expensive eyeglasses by paying the additional cost.

SECTION 2 COPY OF AGREEMENT

The City shall provide every duty station and every member of the bargaining unit with a copy of this Agreement and one (1) copy of all of their benefits of employment with the City.

SECTION 3 DIRECT DEPOSIT

The City shall maintain a direct deposit system with banks and credit associations for payroll checks during the term of this contract, provided the financial institute permits such direct deposit.

Section 4 Residency

All members of the bargaining unit shall reside within a 45 mile radius of the City of Kingsville <u>unless</u> granted exception by the Fire Chief.

Section 5 Certification Maintenance

All members of the bargaining unit shall maintain Fire Department required certifications for their rank and assignment. All members hired without an EMT-Paramedic certification are required to maintain their existing level of EMT certification. Bargaining unit members that were hired with an EMT-Paramedic certification or have attained paramedic certification during the course of their employment with the City must maintain that certification as long as they hold the rank of firefighter. Members that have been promoted above the rank of firefighter must maintain their existing and acquired certifications. , have the option of maintaining their EMT-Paramedic certification or downgrading their EMT certification to EMT-Intermediate or EMT-Basic. Downgrades in EMT certification will result in lower or discontinued certification pay. Both the City and the Association recognize the need for fire suppression and emergency medical training and the need for continuing education to maintain standards and certifications.

SECTION 6 SAFETY

The City and the Association agree that Fire Protection and Emergency Medical Services are the primary purpose of the Fire Department. In order to guarantee such protection and service to the community, the City and the Association agree to provide a proper level of safety for the members, and maintain a safe working environment.

SECTION 7 APPOINTMENT OF AN ASSISTANT FIRE CHIEF

The Fire Chief may at his sole discretion appoint from the staff of the Department an Assistant Fire Chief of Operations. A firefighter appointed to the position of Assistant Fire Chief must have been employed by the Department for at least five (5) continuous years and immediately before the appointment hold the rank of Lieutenant or above. The appointed firefighter shall serve at the pleasure of the Chief and may be demoted to previously held civil service rank without cause.

ARTICLE 30 INSURANCE

SECTION 1 HEALTH INSURANCE

For the duration of this Agreement, the City shall provide to all members of the bargaining unit with the same hospitalization/health insurance policy as provided to all other employees of the City. The City shall make such policy available to eligible dependents of all members in the same manner and for the same employee contribution as all other City employees.

Section 2 Life Insurance

For the duration of this Agreement, the City shall provide all members of the bargaining unit covered by this Agreement the same life insurance policy as provided to all other City employees.

SECTION 3 RETIREES

Members of the bargaining unit, who retire on and after the effective date of this Agreement, are entitled to continue health insurance coverage for themselves and their covered family members. The retiree may continue the health insurance coverage until he/she reaches Medicare eligibility (65). However, covered family members may receive continued coverage in accordance with the Omnibus Budget Reconciliation Act (COBRA) of 1985.

Member upon retirement may continue health coverage by paying one-half the cost of the monthly premium; the City will pay the difference. Retiree may also continue the family coverage by paying the total cost of the monthly premium for the COBRA duration period.

Members that elect to have such coverage shall submit such payments to the Collection's Division. Payments must be submitted by the 1st regular working day of each month. If payments are not submitted by the mentioned date, coverage shall be discontinued. Payment of insurance premiums for all retirees shall be subject to change at the insurance renewal periods approved by the City Commission.

ARTICLE 31 MUSCULAR DYSTROPHY FUND-RAISER (MDA)

SECTION 1 ANNUAL EVENT

The members of the bargaining unit, while on duty, may conduct the annual Muscular Dystrophy fundraiser, "Fill the Boot", at a time scheduled and approved by the Fire Chief.

SECTION 2 SCHEDULE

The "Fill the Boot" fund-raiser will be scheduled annually on three (3) work shifts. Should any shift scheduled on a day to collect for "Fill the Boot" get canceled due to inclement weather or any other type of unforeseen emergency, another date shall be scheduled.

SECTION 3 RESPONSE TO SERVICE CALLS

During the fund-raiser, the on duty shift will respond to fire alarms from their assigned locations without delay.

SECTION 4 ASSOCIATION RESPONSIBILITY

The Kingsville Professional Fire Fighters Association will be responsible for handling arrangements needed to conduct such a fund-raiser and for securing all money collected for any and all Muscular Dystrophy events.

ARTICLE 32 WAGES

Wages for Fiscal Year $\frac{2020-2021}{2022-2023}$ and Fiscal Year $\frac{2021-2022}{2023-2024}$ shall be paid as set forth in Appendix A.

During the term of this agreement the employees covered under this agreement shall be paid the higher of the wage schedule in Appendix A or any general cost of living adjustments (COLA) given across the board to all city employees for FY 2023-2024.

ARTICLE 33 EDUCATION AND CERTIFICATION PAY

SECTION 1 EDUCATION

Members of the bargaining unit shall receive Educational Incentive Pay for the following:

Associate Degree

\$ 50.00 per month

Bachelor's Degree

\$100.00 per month

Master's Degree

\$200.00 per month

Individual degrees must be obtained from an accredited college or university.

Members of the bargaining unit shall receive pay for only **one** degree **not** all three.

A college degree is not required as a condition of employment, and if the employee earns any of the above college degrees, then the Educational Incentive Pay, as described above, will apply.

SECTION 2 CERTIFICATION

Any member of the bargaining unit obtaining any of the certifications listed in the current agreement under "Certification Pay" shall be eligible to receive this type of pay immediately after providing the certificate to the Fire Chief. Failure to present the certificate will release the City of any obligation of any back pay for certification. See Appendix "B".

Members shall receive certification incentive pay based upon the Schedule listed in Appendix B. When multiple levels exist for a particular certification or degree, a member shall receive payment only for the highest level certification or degree possessed.

ARTICLE 34 LONGEVITY

SECTION 1 RATES

Longevity will be paid at the rate of four dollars and seventy-five cents (\$4.75) for Fiscal Year 2020-2021 and five dollars (\$5.00) for Fiscal Year 2021-2022 per month to be paid at these rates for each year of service in the department not to exceed twenty-five (25) years of service for the remainder of this agreement.

SECTION 2 ARTICLE PROVISION

The parties recognize and agree that the provisions of this Article take precedence over Section 141.032 of the Texas Local Government Code.

ARTICLE 35 NON-WAIVER

Should either party to this Agreement provide any service or benefit in excess of any of the requirements of this Agreement or otherwise, such provision shall not be deemed to be a waiver of any of the terms or obligations recited in this Agreement.

ARTICLE 36 MAINTENANCE OF STANDARDS

All economic benefits, privileges and working conditions enjoyed by the members of the bargaining unit which are properly and lawfully in effect in the Department as to matters subject to mandatory bargaining under TLGC Chapter 174, as of the effective date of this Agreement, shall remain unchanged for the duration of this agreement.

ARTICLE 37 DECLARATION OF THE FULL AND FINAL SCOPE OF AGREEMENT

The parties agree that each has had full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the province of collective bargaining. This Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as specified in this Agreement. It is understood and agreed that the contract may be amended by mutual consent of the parties to this Agreement. In the event that any provision of this Agreement conflicts or is inconsistent with any provisions of the Local Government Code of Texas, this Agreement shall prevail not withstanding any such provision of those statutes.

ARTICLE 38 SAVINGS CLAUSE

If a court of competent jurisdiction should find any article or section of this Agreement invalid, unlawful, or unenforceable, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

IN V	VITNESS WHEREOF, we have executed this agreen	ent this the day of September, 2022.
CITY		INGSVILLE PROFESSIONAL FIREFIGHTERS ASSOCIATION AFF LOCAL #2390
BY:	REVIEW DRAFT MARK MCLAUGHLIN, CITY MANAGER	BY: <u>REVIEW DRAFT</u> STEVE PALACIOS, PRESIDENT, IAFF LOCAL 2390

APPENDIX A - WAGE SCHEDULE

	FY 2020- 2021 YEAR 1	EV 2021- 2022 YEAR 2	FY 2022- 2023 YEAR 1 4%	FY 2023- 2024 YEAR 2 3%
FD - 5 CAPTAIN A 0-12 MONTHS	\$ 20.10	\$ 20.70	21.53	22.18
FD - 5 CAPTAIN B 13+ MONTHS	\$ 20.71	\$ 21.33	22.18	22.85
FD - 4 LIEUTENANT	\$ 19.51	\$ 20.10	20.90	21.53
FD - 3 ENGINEER A 0-12 MONTHS	\$ 17.70	\$ 18.23	18.96	19.53
FD -3 ENGINEER B 13+ MONTHS	\$ 18.33	\$ 18.88	19.64	20.23
FD - 2 FIREFIGHTER B A 13+ MONTHS	\$ 16.08	\$ 16.57	17.23	17.75
FIRE MARSHAL	\$ 28.71	\$ 29.57	30.75	31.67

^{*}Notes: Payroll system rounding may change cent(s) +/-

FY 2020-2021 and FY 2021-2022 FY 2022-2023 and FY 2023-2024 wages are effective the first day of the first full pay period

If City Commission authorizes a higher COLA across-the-board for Year 2 then the Fire Association shall receive the higher of the City Commission authorized or the stated Year 2 percentage indicated above.

1. **RANGE FD - 2**

At the end of the probation, the employee shall advance to the first step in this range; advancement through this range will be based on time in-grade as defined by the schedule.

2. **RANGE FD - 3**

Upon promotion to Driver, the employee will be placed at this range; advancement through this range will be based on time in-grade as defined by the schedule.

3. RANGE FD - 4

Upon promotion to Lieutenant, the employee will be placed at this range; advancement through this range will be based on time in-grade as defined by the schedule.

4. **RANGE FD - 5**

Upon promotion to Captain, the employee will be placed at this range; advancement through this range will be based on time in-grade as defined by the schedule.

APPENDIX B - CERTIFICATION PAY INCENTIVES

Civil service uniformed personnel shall receive the following monthly pay for certification:

	FY 2020-2021	FY 2021-2022
CERTIFICATION	-MONTHLY PAY	MONTHLY PAY
Intermediate Firefighter	\$ 30.00	\$ 30.00
Advanced Firefighter	\$ 40.00	\$ 40.00
Master Firefighter	\$50.00	\$ 50.00
Fire Inspector	\$ 25.00	\$ 35.00
Fire Instructor (1) and (2) Intermediate	\$ 25.00	\$ 25.00
Fire Instructor (3) Master	\$ 35.00	\$ 35.00
Fire Officer I	\$ 25.00	\$ 25.00
Fire Officer 2	\$ 0	\$ 35.00
Arson Investigator (Basic or Intermediate)	\$ 50.00	\$ 50.00
Driver/Operator	\$ 25.00	\$ 25.00
Aerial Driver	\$ 0	\$ 10.00
Fire Investigator	\$30.00	\$ 30.00
Plans Examiner		\$ 25.00
EMS Instructor	\$ 25.00	\$ 25.00
EMT Intermediate (Firefighter)	\$ 100.00	\$ 100.00
EMT Intermediate (Engineer, Lieutenant, Captain)	\$50.00	\$ 50.00
EMT – Paramedic (Firefighter)	\$ 400.00	\$ 425.00
EMT- Paramedic (Engineer, Lieutenant, Captain)	\$ -250.00	\$ 250.00

NOTE: When multiple levels exist for a particular certificate, an employee shall receive payment only for the highest-level certificate possessed.

RESOLUTION #2022-____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF KINGSVILLE, TEXAS AND THE KINGSVILLE PROFESSIONAL FIREFIGHTER'S ASSOCIATION, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF) LOCAL #2390 FOR FISCAL YEARS 2022-2024; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City and Association representatives met for several months to negotiate a new collective bargaining agreement ("the agreement") for the period covering October 1, 2022 to September 30, 2024; and,

WHEREAS, on August 30, 2022, the City received notice that the Association held a meeting of its members and voted to ratify the proposed agreement; and,

WHEREAS, the City Commission needs to vote to ratify the proposed agreement as well; and,

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

I.

THAT the City Manager is authorized and directed on behalf of the City of Kingsville, Texas to enter into a collective bargaining agreement with the Kingsville Professional Firefighter's Association, International Association of Firefighters (IAFF) Local #2390 for the period covering October 1, 2022 to September 30, 2024 in accordance with Exhibit A hereto attached and made a part hereof.

11.

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

III.

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

PASSED AND APPROVED by a majority vote of the City Commission on the 12th day of September , 2022.

Sam R. Fugate, Mayor
ATTEST:
Mary Valenzuela, City Secretary
APPROVED AS FORM:
Courtney Alvarez, City Attorney

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF KINGSVILLE, TEXAS

AND

KINGSVILLE PROFESSIONAL FIREFIGHTER'S ASSOCIATION, IAFF LOCAL #2390

October 1, 2022 - September 30, 2024

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ARTICLE 1 INTENT AND PURPOSE

The following Agreement by and between the City of Kingsville, Texas, hereinafter referred to as "the City" and the Kingsville Professional Fire Fighters Association IAFF Local # 2390, hereinafter referred to as "the Association" is recorded in accordance with the Fire and Police Employee Relations Act of the State of Texas. The City and the Association agree that the primary purposes of this Agreement are the provision of efficient and uninterrupted performance of the municipal firefighting and emergency medical services and to adjust the rates of pay, hours of work, the terms and conditions of employment for those employees and provide for the equitable and orderly adjustment of grievances which may arise during the term of this Agreement. The Agreement has been reached through the process of collective bargaining with the objective of fostering effective and harmonious cooperation between the City and its Firefighters. Therefore, this Agreement is intended in all respects to be in the public interest.

ARTICLE 2 DEFINITIONS

- 1. "City" means the City of Kingsville.
- 2. "Association" means the Kingsville Professional Fire Fighters Association, IAFF Local # 2390.
- 3. "Member or Members of the Bargaining Unit" means all members of the fire department excluding Fire Chief, Volunteer firefighters and non-classified employees.
- 4. "Supervisor" means any officer with the rank of Lieutenant or above.
- 5. "Civil Service Commission" means the Fire and Police Civil Service Commission of the City of Kingsville.
- 6. "Chief" means the Fire Chief of the City of Kingsville.
- 7. "Regular hours" means actual hours worked including holiday hours and vacation hours.
- 8. "Essential Personnel" means all members of the fire department.
- 9. "Long Term" means eleven (11) working shift or more.

ARTICLE 3 DURATION OF THE AGREEMENT

Section 1 Effective Dates

This Agreement shall be effective as of the first full payroll of Fiscal Year 2022-2023 in October 2022 and shall remain in full force and effect until the last full payroll of fiscal year 2024.

Section 2 Continuation of Agreement

Should an impasse be reached during negotiations between City and the Association regarding changes or additional provisions for a successor Agreement, the City agrees that all terms of this Agreement, including wages which shall remain at the September 30th, 2024 rates, shall remain in full force and effect for a period of one (1) year.

ARTICLE 4 AUTHORITY AND NEGOTIATIONS

Section 1 Notification by Association

Whenever wages, rates of pay, or any other matters requiring appropriation of monies by the City are included as a matter of collective bargaining, it shall be the obligation of the Association to serve written

notice of the request for collective bargaining on the City at least one hundred twenty (120) days prior to the conclusion of the fiscal year.

SECTION 2 MEETING OBLIGATION

It shall be the obligation of the parties to meet at reasonable times and places and confer in good faith, for the purposes of collective bargaining. The initial meeting shall be for the purposes of setting dates and the procedures for negotiations, including ground rules and deadlines, and shall not be considered a bargaining session for the purposes of any applicable statutory dates or deadlines.

SECTION 3 NOTICES

During the sixty (60) day period or any extension, neither party will bargain or deal with persons not on the negotiation team, without the advance notification of the Chief Negotiator for the other team. All formal discussion of contract issues shall take place during posted negotiation session in accordance with Section 174.108 of the FPERA. This provision shall not prevent either team from obtaining factual information from appropriate sources.

Section 4 Communication

During the sixty (60) day period or any extension, communications to the press or media, each party will make a written notification to keep the other party informed of statements or releases.

ARTICLE 5 RECOGNITION

The City of Kingsville recognized the Kingsville Professional Fire Fighters Association, IAFF Local # 2390, as the sole and exclusive Bargaining Agent for all Fire Fighters as that term is defined in Section 174.003 of the Fire and Police Employees Relations Act, with the sole exception of the Fire Chief, by this term it is intended to include all permanent paid employees of the Department who have been hired in substantial compliance with provisions of the Texas Local Government Code, Chapter 143 but does not include civilians or other employees. The parties agree that the Kingsville Fire Department is the primary provider of fire, rescue and EMS services within the corporate limits of the City of Kingsville, save and except for mutual aid status arrangements created by the City Commissioners under inter-local cooperation agreements with surrounding cities and volunteer fire departments and for the City of Kingsville Code of Ordinances Chapter XI, Article 2 Ambulance Service.

ARTICLE 6 NON DISCRIMINATION

SECTION 1 APPLICATION

The City and the Association agree that the provisions of this Agreement shall be applied to all employees within the Bargaining Unit without regard to affiliation or membership or non-membership in the Association.

Section 2 Association Members

The City agrees not to discriminate against any member of the bargaining unit for their lawful activity on behalf of, or membership in, the Association. The Association and the City recognize that no employee is

required to join the Association, but that each employee has the right to choose of their own free will whether or not to join the Association. Neither the City nor the Association shall exert any pressure for or against any member covered by this Agreement in regard to such matters.

ARTICLE 7 CIVIL SERVICE RULES

By entering into this Agreement, the parties recognize and agree that the provisions of this collective bargaining agreement shall take precedence over civil service law provisions, including the applicable sections of Chapter 142 and 143 of the Texas Local Government Code, or the Local Civil Service Rules and regulations of the City of Kingsville to the extent of inconsistency. All other statutory provisions and rules shall remain in full force in the same manner as on the date this agreement became effective.

ARTICLE 8 NO STRIKE - NO LOCKOUT

The Association agrees that it shall not cause, counsel or permit its members to strike, slow down, disrupt, impede or otherwise impair the normal functions of the Fire Department. The City agrees that it will not authorize, ratify, encourage or otherwise support any lockout.

ARTICLE 9 MANAGEMENT RIGHTS

SECTION 1 MANAGEMENT RIGHTS

The Association recognizes that the City has statutory and Charter rights and obligations in all matters relating to municipal operations. The City and the chief shall retain all rights and authority, which by law they are entitled to. Except as specifically provided in this Agreement, the City retains the right to operate and manage its affairs in all respects. The rights of the City include but are not limited to:

- The right to establish the ranks and classifications of positions.
- The right to establish department rules of procedure.
- The right to discipline or discharge for cause, subject to State Civil Service Law.
- The right to determine work schedules and assignments.
- The right to establish methods and processes by which work is to be performed.
- The right to use Fire Department personnel in emergency situations to protect life and property.
- The right to use non-uniformed personnel in the Department to perform duties which do not require
 a certified firefighter including, but not limited to, communications, information systems, records, and
 clerical support and maintenance; non-uniform personnel performing such duties shall not be subject
 to the terms of this Agreement.

Section 2 Rules and Regulations

The City recognizes the responsibility of management to reduce Standard Instruction, Rules and Regulations, and Standing Orders to writing and to maintain the same at each fire station in order to achieve a uniform interpretation and application of such directives and regulations within the contract years. The City may amend, repeal or supplement Standard Instruction, Rules and Regulations, and

Standing Orders at any time. Any changes or additions to such Standard Instructions, Rules and Regulations, and Standing Orders will not be valid until posted at each Fire Station.

Section 3 Non-Interference in Personal Lives

The City will not publish, make or enforce any regulations or directives, which will interfere with the personal lives of off-duty activities of firefighters, except to the extent that such regulations may be necessary to assure continued commitment to public safety and department operations.

ARTICLE 10 ASSOCIATION RIGHTS & ACTIVITIES

Section 1 Negotiating Team

Two (2) members of the Association negotiating team shall be allowed time off with pay in order to attend negotiation meetings mutually set by the City and the Association when such meetings occur while negotiating team members are on duty. Time off shall be considered as fifteen minutes for transportation time to and from the meeting site and the actual time required for the meeting.

Section 2 Association Activity

The Association may schedule small committee meetings pertinent to Association business on Fire Department property in so far as such meetings are not disruptive of the duties of the firefighters or the efficient operation of the Fire Department, provided however, that permission for such meetings shall be obtained 72 hours in advance from the Fire Chief prior to meeting.

Section 3 Other Association Functions

A maximum of four (4) members of the Association which includes the Association president and one (1) association officer shall be allowed three (3) shifts off using personal leave each year of the Agreement term, to attend the Association's State Convention and a like number of shifts off to attend the Association's International Convention.

Any member elected or appointed to a State or International Association office or position shall be allowed three (3) shifts off using personal leave to attend to business.

Section 4 Association President

The City agrees that when the President of the Association is on duty they shall be given the latitude to deal with the duties of the presidency. This includes but is not limited to meetings with any firefighter, the Fire Chief, City Manager, City Attorney, Human Resources Director, Assistant City Manager, the City Commissioners, the Civil Service Commission, and any meetings established by this Agreement. This latitude shall not include leaving the City limits unless prior approval from the Fire Chief has been sought.

The Fire Chief reserves the right to revoke this special duty during emergencies or when the welfare of the citizens of Kingsville is placed in jeopardy. The Association President, as part of their duties, reserves the right to speak, visit with the men and women who are members of the Association, as well as to tour existing Fire Department facilities and review existing equipment toward the goal of improving the quality

of working conditions for the firefighters of the City of Kingsville. In addition, the President may participate as the duly elected representative of members of the bargaining unit in any discussion that may affect the working conditions of any Association member.

SECTION 5 ACTION OUTSIDE THE CITY LIMITS

It is understood and agreed that any member of the bargaining unit who is directed by their supervisor to perform duties outside the City limits will be considered to be within the course and scope of their employment while performing such duties.

ARTICLE 11 PAYROLL DEDUCTION OF DUES

The City agrees to deduct dues from the pay of Association members upon receipt from the Association of a "Dues Deduction Card" or similar form voluntarily and individually authorized, signed, and dated by each member of the Association. Such dues will be deducted in the amount specifically authorized by the individual and the Association. The deduction of dues will begin the first full pay period following receipt of the "Dues Deduction Card". The member's authorization to deduct dues shall remain in full force and effect for the term of this Agreement or until terminated by the member.

At any time, a member of the Association desires to withdraw dues deduction authorization, he/she may do so. Such action will be initiated through a "Termination of Dues Deduction Card" signed by the member of the Association. The City shall terminate deduction of such dues on the first full pay period following receipt of the "Termination of Dues Deduction Card".

The City will be obligated to remit to the Association only those sums deducted as dues and assessments from the Association member's pay check and will not be liable for damages to the Association, and individual member, or other group or person for failure to deduct any authorized sum for any reason. Deduction of Association dues shall be subordinate to all other deductions or liens legally placed upon the member's pay. The Association shall supply the City with all necessary information for payroll deduction of dues. The City will be responsible for maintaining on file all forms necessary to administer this section. The City will inform the Association of any changes in dues deductions, by submitting a copy of the member's dues deduction form to the Secretary of the Association.

ARTICLE 12 DUTIES

Members of the bargaining unit shall be assigned to perform duties within the Chief's discretion including, but not limited to, firefighting, fire prevention, fire dispatch, rescues, emergency medical service, public safety education, training, project management, care and maintenance of facilities (for example, changing filters, maintaining yard, trash disposal, changing light bulbs, sweeping, mowing, dusting, dishes, laundry, etc.), equipment and apparatus not to include structural or other types of projects requiring licensing and/or permits.

ARTICLE 13 WORKING CONDITIONS

SECTION 1 HOURS OF WORK

24 Hour Shifts

Members of the bargaining unit assigned to work on twenty-four (24) hour shift duty may be assigned to one (1) of three (3) rotating shift. Each shift begins at 8:00 a.m. ends at 8:00 a.m. the following day, and is followed by the two (2) other twenty-four (24) hour shifts.

40 Hour Work Week

Members of the bargaining unit that are not assigned to work on a twenty-four (24) hour rotating shift, shall be assigned to a forty (40) hour work week in a seven (7) day period.

SECTION 2 SCHEDULING

The Chief retains the right to make temporary assignments, details and other schedule revisions for operational purposes, provided the regularly assigned schedule shall be stated herein. The days and hours of work for forty (40) hour members of the bargaining unit shall be subject to determination by the Chief as long as said member is given two (2) calendar days advance notice to such change in their working schedule.

SECTION 3 SHIFT ASSIGNMENT

Members shall receive at a minimum of 72 hours of notice prior to long-term shift assignment and/or shift change.

ARTICLE 14 UNIFORMS

Section 1 Description

The City shall furnish all members with work uniforms, which may include one pair of shoes, upon initial hire or promotion (if uniform modifications are required) without cost to members. The Chief or designee shall provide replacements as necessary. A complete uniform list is defined as

Work Uniform Shirts (initial issue: 4)
Work Uniform Pants (initial issue: 4)

Jacket (initial issue: 1)
Boots (initial issue: 1 pair)

SECTION 2 PROVISION

The City shall furnish fire-retardant protective clothing and/or protective devices required of members in the performance of their duties as determined by the Fire Chief.

SECTION 3 REPLACEMENT

The City shall replace required clothing items and equipment, as determined by the Fire Chief, which are damaged or worn out in the course of employment without cost to the member.

SECTION 4 CLEANING

The City shall provide for cleaning, laundry service and or cleaning equipment and supplies for the purpose of maintaining work clothing per NFPA standards.

ARTICLE 15 WORKING OUT OF CLASSIFICATION

Any member of the bargaining unit assigned to perform the duties of a higher classification by the Chief and in his absence by the officer in charge for a period of 1 hour or more during a shift shall be paid the base salary of the higher classification, plus their own longevity, and certification and/or educational pay, for the period of time which the member is required to work such higher classification. Only the rank of Firefighter may be assigned to fill the rank of Engineer, only the rank of Engineer may be assigned to fill the rank of a Lieutenant, and only the rank of Lieutenant may be assigned to fill the rank of a Captain. Members of the bargaining unit certified as a Paramedic shall be ineligible to work out of classification when only one member certified as Paramedic is on duty.

All efforts will be made to assign only personnel who have at least two (2) years of service (calculated as of date of hire) before assigning the member temporarily to a higher classification.

All efforts will be made to assign only personnel who have at least one (1) year of experience holding rank of Engineer or above (calculated as of date of promotion) before assigning the member temporarily to a higher classification.

Should a staffing issue arise, the Fire Chief or their designee has the authority to assign personnel as needed to fill the higher classification.

ARTICLE 16 OVERTIME AND CALLBACK

SECTION 1 OVERTIME

24 HOUR SHIFT MEMBERS OVERTIME CALCULATION

Members assigned to twenty-four (24) hour shifts shall be paid overtime for authorized hours in excess of one hundred and six (106) hours of actual hours, holiday hours and vacations hours worked for each fourteen (14) day work period.

Hours worked on an actual holiday will be counted as overtime and paid one and half (1 %) times regular rate of pay. Each twenty-four (24) hour member on duty at 8:00 a.m. when a holiday occurs shall be paid one and a half (1 %) times their hourly rate of pay.

40 HOUR WORK WEEK MEMBERS OVERTIME CALCULATION

Members assigned to a forty (40) hour a week position shall be paid overtime for authorized hours in excess of forty (40) hours of actual hours, holiday hours and vacation hours worked for each seven (7) day work period.

SECTION 2 SCHEDULED VOLUNTARY OVERTIME

When the daily assigned staffing falls below, or is anticipated to fall below, the minimum staffing level, the Captain may call in off duty personnel to work using the established overtime procedures and availability list.

SECTION 3 EMERGENCY CALL BACK VOLUNTARY OVERTIME

Emergency call back overtime is needed when there is a temporary reduction in staffing arising from unanticipated emergency calls or other personnel shortages. All emergency call backs shall be for a minimum of three (3) hour periods and paid at overtime.

A member reporting for emergency call back overtime less than three (3) hours prior to their regularly scheduled shift shall be paid for the actual hours worked.

SECTION 4 OUT OF CLASSIFICATION OVERTIME

Members may work up one classification when working overtime if qualified to work in such classification. The member shall be paid overtime at one and one half (1-1/2) times the regular rate of pay for that particular classification. When working up, the member shall be paid overtime based on the lowest step in the higher classification.

SECTION 5 MANDATORY OVERTIME (RECALL)

The Fire Chief or designee has the statutory right under Texas Local Government Code 142.0015 to assign overtime as needed.

SECTION 6 PAYMENT OF OVERTIME

Overtime payments will be included on the paycheck following the end of the pay period, but offsets may be made for past overpayments or underpayments.

ARTICLE 17 COMPENSATORY TIME

SECTION 1 ELECTION

Members of the bargaining unit may elect to receive compensatory time, at a rate of not less than one and one-half hours for each overtime hour worked, instead of cash overtime pay.

SECTION 2 RECORDS

The Fire Department administrative staff shall maintain records of compensatory time for each member of the bargaining unit.

SECTION 3 USE

Members of the bargaining unit that elect to use their compensatory time shall be taken with mutual agreement between the member and the Fire Chief

ARTICLE 18 ALTERNATE HIRE PROCESS

SECTION 1 ELIGIBILITY

Applicants must have all of the following to be eligible under this process and will not be required to take an entry level exam:

- A. Basic Structural Firefighter certification through Texas Commission of Fire Protection (TCFP) or equivalent issued through another entity which qualifies for TCFP reciprocity.
- B. Emergency Medical Technician Paramedic certification through Texas Department of State Health Services (TDSHS) or National Registry.
- C. Two (2) years of experience as a certified/licensed paramedic.
- D. Applicant must be over 21.
- E. Valid driver's license.

SECTION 2 ENTRY REQUIREMENTS

Applicants must successfully complete processes required by entry-level candidates of application, agility, interview, physical, drug screen and psychological examination.

Applicants under the alternate hiring process may not appeal a rejection by the Fire Chief.

To the extent allowed by law, the City shall indemnify the Association and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken in compliance with this article, excluding gross negligence, recklessness, or intentional conduct of the parties.

The parties have entered into this agreement in good faith and understand and agree that the provisions of this article are in compliance with the authority granted the parties under Chapter 174 of the Texas Local Government Code that allows the City and the Association to mutually alter provisions of Chapter 143 of the Texas Local Government Code.

SECTION 3 RE-HIRE

Former City of Kingsville firefighters with less than two (2) years break in City of Kingsville service may be considered for rehire.

- Meet current position requirement for Firefighter
 - 1) Background
 - 2) Agility
 - 3) Physical
 - 4) Psychological
 - 5) Drug Screen
- Resigned from City on voluntary basis, and left the City in good standing
- Makes application for rehire within two (2) years of the date of resignation from City

- Former City employees rehired will be placed in position of Firefighter.
- Rehired employees will not be able to test for a qualified ranking position until the completion of two (2) years of service.
- Rehired employees shall be considered as newly hired employees for seniority purposes.

ARTICLE 19 PROMOTIONS

SECTION 1 PROMOTIONAL PROCEDURES

The promotional examination shall consist of the following:

A. Written Examination

- 1. Candidates must score at least seventy percent (70%) or better on the written examination to advance to the next step of the promotional procedure. The written examination shall count as seventy percent (70%) of the total promotional score.
- 2. Any change in the Promotional Reading Lists shall be posted in January no later than January 31st of each year.

B. Skills Assessment

Candidates that successfully pass the written examination will be required to participate in a skills assessment that is developed and/or approved by the Fire Chief. A candidate must pass the skills assessment with a score of seventy percent (70%) or better to be placed on the promotional list. The skills assessment score shall count as thirty percent (30%) of the promotional score.

Once a candidate has successfully passed the skills assessment, their score from the written exam will be multiplied by seventy percent (.70), their score from the skills assessment will be multiplied by thirty percent (.30), and then the two resulting numbers will be added together to provide the base promotional score.

SECTION 2 SENIORITY POINTS

Candidates successfully passing the written exam and skills assessment will have seniority points added to their base promotional score to create their total promotional score. A maximum of 10 seniority points may be added to the base promotional score, as follows:

Uninterrupted service in Kingsville Fire Department

1 point per year of service (up to 10)

SECTION 3 PROMOTIONAL ELIGIBILITY LIST

Once candidates have received their total promotional scores, their name shall be placed on a promotional eligibility list in the order of highest score to lowest score. The Eligibility List shall be valid for one (1) year from the date of Civil Service Commission Approval.

SECTION 4 PHYSICAL/DRUG/ALCOHOL TESTING

Candidates will be selected from the promotional list for a physical and a drug/alcohol test as vacancies become available. Upon successful completion of the drug/alcohol test, the candidate will be offered the promotion.

ARTICLE 20 OFF-DUTY EMPLOYMENT

The Fire Chief shall create a policy regarding off duty employment. Policy must be continuously updated as changes occur. The following information shall be required by the Fire Chief due to firefighters being injured during their off duty employment and reporting to their next scheduled shift without notifying their shift Captain of their off duty employment injury. (1) Name and address of employer. (2) Phone number of employer for emergency contact by the department. Off duty employment shall not interfere with normal work schedules or emergency duties. Copies of the policy shall be filed in the Human Resource Department, the Risk Manager and City Manager's office. Permission to work off duty employment shall not be unreasonably withheld.

ARTICLE 21 LABOR MANAGEMENT COMMITTEE

The City and the Association recognize communication between Management and the Association is indispensable to the accomplishment of a sound and harmonious Labor – Management Committee. This Committee shall consider, discuss, and resolve issues or problems pertaining to the employment conditions of the firefighters. Such issues may include proposed changes in safety equipment and devices, clothing, and procedures for the reduction or elimination of hazards to the mission of the Fire Department. Such discussions shall not be tantamount to, or an extension of, the bargaining process, but shall be for the purpose of encouraging productive relations between the parties and the improvement of the fire service to the community. The Committee shall consist of four (4) members, two (2) to be appointed by the Association and two (2) to be appointed by the Chief. All four (4) members of the committee must be present for a meeting to be held. The Labor – Management Committee shall meet at times mutually agreeable to both parties and meetings may be canceled by mutual agreement of the Committee members. There shall be a written agenda, prepared by the party requesting the committee meeting, on matters to be discussed and provided to the Committee members at least one week in advance of the meeting.

ARTICLE 22 GRIEVANCE PROCEDURE

SECTION 1 SCOPE OF PROCEDURE

The City and the Association agree that the purpose of this grievance procedure is to provide a just and equitable method for resolving disagreements between the parties, involving the interpretation, application or alleged violations of this Collective Bargaining Agreement. For the purposes of this article only, working days are defined as Monday-Friday, excluding weekends and City holidays.

SECTION 2 GRIEVANCE PROCEDURES

The Association, or any member covered under the Agreement, may file a grievance, and shall be afforded the full protection of this Agreement.

Step 1. The Association, or any member covered by this Agreement, having a matter which is felt to be a grievance, shall submit, within ten (10) working days of the actual event causing the problem, a written grievance to the Association Grievance Committee.

The grievance shall include:

- (1) A statement of the grievance and the facts on which it is based;
- (2) The section(s) of the Agreement which have been violated;
- (3) The remedy or adjustment, if any is sought;
- (4) The signature of the member.

The Association Grievance Committee shall have ten (10) working days from receipt thereof in which to act on the grievance. If the Association Grievance Committee decides in their sole discretion that no grievance is found to exist, no further action shall be required. If a grievance is found to exist, the Committee shall process the grievance by passing it to Step 2.

Step 2. If a grievance is found to exist, the matter shall be submitted to the Fire Chief or their designee within the ten (10) working days as specified by Step 1. If the Fire Chief and/or their designee is not available, the Supervisor in charge may receive the copy of the grievance. The Chief shall render a decision and respond to the Association Grievance Committee, in writing, within ten (10) working days from receipt thereof.

Step 3

If the grievance is not resolved in step two (2), the Association Grievance committee shall submit the grievance in writing to the City Manager or their designee within ten (10) working days from the receipt of the step two (2) decision. The City Manager or their designated representative shall review the matter and render a decision in writing to the Association Grievance Committee within ten (10) working days of receipt of the grievance.

Step 4. If the grievance is not resolved at Step 3 then the City and the Association shall request the assistance of the Federal Mediation and Conciliatory Service, within ten (10) working days excluding weekends and holidays. The mediator will advise the parties of their availability for mediation of the grievance. Failure to resolve the grievance in mediation shall constitute the grievance unresolved.

Step 5. If the grievance is not resolved at Step 4, the Association Grievance committee may request arbitration. If a grievance is requested to be submitted to arbitration, the City and the Association shall first attempt to mutually agree on an arbitrator. If after ten (10) working days the parties fail to agree upon an arbitrator, a list of seven (7) neutral arbitrators shall be requested from the American Arbitration

Association or the Federal Mediation and Conciliation Services (F. M. C. S.). Within ten (10) working days from receipt of the list, the Association and the City shall alternate in striking a name from the list until only one name remains. If neither party volunteers to strike a name first, it shall be decided by flipping a coin. The arbitrator will advise the parties of their availability for arbitration of the grievance.

SECTION 3 ARBITRATION

A. Scope of Arbitrator/Arbitration

Within thirty (30) calendar days after the conclusion of the hearing or the filing of the briefs, the arbitrator shall—issue a written opinion and ruling with respect to the issues presented, a copy of which shall be mailed or delivered to the Association Grievance Committee and the City. The arbitrator shall not have the power to add to, amend, modify, or subtract from the provisions of this Agreement in arriving at their decision on the interpretation of this Agreement and to make conclusions of fact based upon the evidence submitted at the arbitration hearing and to apply the contractual provisions to said facts. The arbitrator shall confine themselves to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to them. The conclusion reached by the arbitrator shall be based solely on evidence adduced at the hearing. The decision of the arbitrator shall be final and binding upon the City, the Association and all members covered by this Agreement.

B. Arbitration Expenses

Fees and expenses of the arbitrator shall be borne by the party ruled against as determined by the arbitrator in their award. The City shall bear the expenses of any witnesses called by the City. The Association shall bear the expenses of any witnesses called by the Association, except for members who are on duty during the time they are to testify. The Association agrees to call no more than three (3) members on duty to be witnesses; expenses for additional on duty members called by the Association to be witnesses, will be paid by the Association.

C. Rules for Arbitration Hearings

The parties, during arbitration hearings, shall have the following rights and duties:

- 1. To exchange the names of witnesses to be called and the nature of their testimony prior to the hearing;
- 2. To require the arbitrator to subpoena witnesses;
- To be represented by legal counsel;
- 4. To present evidence, testify, and argue the evidence;
- To confront and cross-examine adverse witnesses (subject to the reasonable discretion of the arbitrator to admit hearsay evidence);

Judicial rules of evidence need not be strictly followed; however, witnesses may be placed under the rule. The arbitrator shall not communicate with parties or witnesses relating to the facts or subject matter of the case outside of the arbitration hearing.

SECTION 4 TIME LIMITS

The parties shall adhere to the time limits set forth in the procedure. In the event the member or the Association fails to meet the time limits, at any step in procedure, the grievance shall be considered satisfied and no further action taken. Failure by the City to meet the time limits at any step, the grievance shall be considered resolved in favor of the Association.

SECTION 5 DUE DATE

If a deadline falls on a day when the appropriate office is closed, the due date shall be on the next day when it is open.

ARTICLE 23 LEGAL PROCEDURE

SECTION 1 LEGAL DEFENSE

In the event that a civil action is filed against a member of the bargaining unit for conduct performed while on duty in the official performance of their duty, the City shall provide legal representation to the member under the terms and conditions of this article. The City, by conducting or participating in the defense of the members of the bargaining unit, does not assume any obligation or liability or otherwise imposed by law and does not expressly or implicitly waive any immunity or defense, which may be available to the City. The City shall have no obligation not otherwise imposed by law for any judgment, which is rendered against a member of the bargaining unit. The City shall have the option, at its sole discretion, of retaining an outside lawyer or providing legal representation through the Office of the City Attorney.

SECTION 2 NO OBLIGATIONS

The City shall have no obligations to provide legal representation to a member of the bargaining unit where:

- A. The conduct of the member has given rise to the civil action that constitutes a violation of rules, regulations or procedures, a violation of the orders of supervisor, gross negligence, recklessness, or intentional wrongdoing;
- B. The conduct of the member has given rise to civil action and is outside the scope of the member's employment.
- C. Legal representation is provided by a third party, such as automobile liability insurance, or the like.

SECTION 3 NOTIFICATION

The member of the bargaining unit shall notify the City of any claim being made against such member no later than 15 days from the date that the member received notice of such claim, and shall request, in writing through the Chief, that the City assume the defense of the member regarding such claim.

Section 4 Correspondence with City Attorney

If suit is filed against a member of the bargaining unit, the member shall immediately forward to the City Attorney every demand, notice, summons or other process received by the member.

Section 5 Cooperation of Firefighter

The member of the bargaining unit shall cooperate with the City and upon its request shall assist in making settlements, in the conduct of suits, in endorsing any rights of contribution of indemnity against any person or organization who may be liable for all or part of such damages and shall attend all hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. Furthermore, any failure of the member to cooperate with the City in providing legal representation or otherwise violating provisions of this article shall be grounds for denial of legal representation or termination of such obligation.

SECTION 6 OTHER RIGHTS AND OBLIGATIONS OF CITY

No provision of this article shall in any way affect other rights or remedies that the City may have.

ARTICLE 24 DRUG TESTING

SECTION 1 APPLICABILITY

The City's current Substance Abuse Policy shall be of full force and effect as to persons who come within the purview of this Agreement except when expressly excluded herein. All provisions of the Substance Abuse Policy pertaining to alcoholic beverages, inhalants, and prescription drugs shall be fully applicable. The following special provisions shall apply only to illegal drugs. These terms shall be construed in accordance with the definitions contained in the City's Substance Abuse Policy.

SECTION 2 CHOICE OF MANAGER

"Manager" as used herein shall be that person or agency, but always an independent contractor, who shall be responsible for collecting, testing and reporting results on any sample, of whatever nature, used for implementation and administration of the City's Substance Abuse Policy

Section 3 RANDOM TESTING

All City employees are subject to random testing without cause.

Selection of subjects or persons for random testing for alcoholic beverages, illegal drugs, inhalants, or prohibited substances by the responsible authority may be accomplished by the responsible authority by reasonable means which does not constitute a pattern, custom, or practice. By way of illustration and not be way of limitation, the responsible authority may require all person's subject to random testing to be tested on a given day. The responsible authority may also require those person's subject to random testing in one department only to be tested on a given day.

The responsible authority's choice of mode for determining random testing shall be presumed valid subject to a clear showing of abuse of discretion.

Section 4 Testing for Cause

All members of the bargaining unit shall be subject to testing for cause. Cause shall be "tenable inference" as defined in the City's Substance Abuse Policy.

Any member who demonstrates a tenable inference that they are at that time in violation of any of the provision of the City Substance Policy may be subject to an immediate appropriate substance abuse test.

The member's immediate supervisor, department head, acting department head, and a person acting in their stead, the City Manager, or the Human Resource Director may order the testing.

Any member who refuses to submit to an immediate appropriate substance abuse testing when ordered by an appropriate official as listed above shall be indefinitely suspended. If the member so indefinitely suspended appeals the indefinite suspension and on appeal it is determined an order for testing was issued, and the member refused to obey such order, and the person giving such orders was justified in forming the tenable inference as defined herein, the indefinite suspension shall be upheld and the member may not be rehired by the City of Kingsville for a period of one year.

SECTION 5 COMPLIANCE WITH POLICY AND DISCIPLINARY ACTION

All members shall refer to the current City of Kingsville Policy # 830 Substance Abuse Policy in regards to compliance and consequences of failure to comply with this policy.

SECTION 6 RECORDS PROCEDURES

Release of Information

Requests for employment verification or references for a member indefinitely suspended under this policy shall be forwarded to the Human Resource Department. For Texas Employment Commission hearing on granting unemployment insurance, the City will cite a rules violation as the reason for termination and will supply a copy of the letter of indefinite suspension, which states specific reasons. Where there is doubt about the release of information, the Legal department shall be consulted for guidance.

Reporting Conviction to Federal Agency

In compliance with the Drug Free Workplace Act, the Human Resource Department will notify the appropriate federally agency within ten (10) days after receiving notice from the member of a conviction under criminal drug statutes.

SECTION 7 OFF DUTY CONDUCT

No off duty conduct shall impair on-duty performance notwithstanding anything else to the contrary herein the provisions of this section only shall apply to all substances, i.e., alcoholic beverages, inhalants, illegal drugs, and prescription drugs.

SECTION 8 HOLD HARMLESS

To the extent possible the City agrees to hold harmless the Association for any suit or cause of action, which is a direct result of negotiating and executing this Agreement.

ARTICLE 25 HOLIDAYS

SECTION 1 DESIGNATED HOLIDAYS

Each firefighter shall receive the following nine (9) holidays per year:

- 1. New Year's Day
- 2. Martin Luther King Day (MLK)
- 3. Good Friday
- 4. Memorial Day
- 5. 4th of July
- 6. Patriot's Day
- 7. Veteran's Day
- 8. Thanksgiving Day
- 9. Christmas Day

The Holiday shall be on the actual holiday.

SECTION 2 HOLIDAY LEAVE

A. Member's assigned to twenty-four (24) hour shifts shall be entitled to the number of scheduled working hours off for each holiday (ex. 24 hour shift = 24 hours off).

Member's assigned to a forty (40) hour work week shall be entitled to 8 working hours off for each holiday.

The current practice of adding holidays to vacation time or taking them individually shall be retained. Nothing herein shall be interpreted in such a manner, which would deprive the Chief of his right to cancel a member's scheduled holiday when the Chief determines there is an imminent threat. The-member's responsibility for scheduling a holiday shall end when they receive their signed copy of the holiday request form.

- B. Members assigned to a forty (40) hour work week shall be entitled to observe the holidays authorized under City policy.
- C. For Members on 24 Hour Shift schedules Two (2) holidays shall be eligible for sell-back at straight time (24 hours per holiday) each fiscal year by submitting appropriate documentation to the department.

ARTICLE 26 VACATION

Section 1 Vacation Leave Accruals

Members of the bargaining unit shall accrue vacation leave in equal biweekly increments as follows:

- A. 13 through 60 months 12 days
- B. 61 through 228 months 15 days
- C. 229 months and more 18 days

The City shall post an accounting of vacation accrual on the member's pay stub.

Leave accruals shall be in accordance with the City's Family Medical Leave (FMLA) policy.

SECTION 2 CANCELLATION OF LEAVE

Nothing herein shall be interpreted in such a manner which would deprive the Chief of their right to cancel a member's scheduled vacation when the chief determines there is an imminent threat.

SECTION 3 LEAVE

Members assigned to a twenty-four (24) hour shift will be entitled to twelve (12) working hours for each day of accrued vacation leave. Members assigned to a forty (40) hour work week shall be entitled to eight (8) working hours for each day of accrued vacation leave.

SECTION 4 SEPARATION PAY

Members assigned to a twenty-four (24) hour shift who have completed probation shall be paid a maximum of two hundred and fifty (250) hours for any accumulated vacation leave at the member's regular rate of pay at the time of separation.

Members assigned to a forty (40) hour work week shall be paid a maximum of one hundred sixty-six (166) hours for any accumulated vacation leave at the member's regular rate of pay at the time of separation.

ARTICLE 27 SICK LEAVE

SECTION 1 SICK LEAVE ACCRUAL

Firefighters shall accrue Sick Leave at the following rates in bi-weekly increments:

- A. 13 through 60 months 12 days
- B. 61 months and more 15 days

Leave accruals shall be in accordance with the City's Family Medical Leave (FMLA) policy.

The City shall post an accounting of sick leave accrual on the member's pay stub.

Members working 24 hour shifts will be entitled to 12 working hours for each day of accrued sick leave, except member's working a 40 hour weekly schedule shall be entitled to 8 working hours for each day of accrued sick leave.

SECTION 2 USE OF LEAVE

In the event of an illness, the member shall notify the Captain or Acting Captain on duty immediately when the member knows they will be absent due to an illness. Any member who is absent one or more consecutive scheduled work shifts or who is exhibiting a pattern of potential leave abuse may be required by the Chief to furnish a certificate from a physician or the physician's representative certifying to the illness of the firefighter.

SECTION 3 SICK LEAVE BUY BACK

Any member assigned a 24 hour shift who has completed probation may elect to sell up to one hundred and eighty (180) hours of accumulated sick leave annually (December), or up to ninety (90) hours biannually (June and/or December). Any member assigned a 40 hour work week may elect to sell up to one hundred and twenty (120) hours of accumulated sick leave annually or sixty (60) hours bi-annually (June and/or December). Annual sick leave buy back requests are to be submitted no later than fifteen (15) days prior to the first payday of the month of June and/or December. Payment will be issued during the week following the first scheduled payday of the month of June and/or December, barring any emergency. If a member does not submit the required form on time, a buy back payment may not be issued. The City shall purchase the sick leave hours at one hundred percent (100%) of the member's wages.

SECTION 4 SEPARATION PAY

A. Members assigned to 24 hour shifts shall be paid all accumulated sick leave not to exceed one thousand two hundred (1200) hours of accumulated leave at the time of separation from the Kingsville Fire Department at the member's regular rate of pay.

Sick leave hours sold under buy back procedures plus sick leave separation pay shall not exceed one thousand two hundred (1200) hours for members assigned to 24 hour shifts.

B. Members assigned to 40 hour work weeks shall be paid all accumulated sick leave not to exceed eight hundred (800) hours of accumulated sick leave at the time of separation at the regular rate of pay. Sick leave hours sold under buy back procedures plus sick leave separation pay shall not exceed eight hundred (800) hours for members assigned to a 40 hour work week.

ARTICLE 28 SPECIAL LEAVES

Section 1 Bereavement Leave

In the event of death in the immediate family of a member of the bargaining unit who is otherwise assigned to duty, the member shall be granted time off with pay as follows:

- A. Members working a 24 hour shift shall be granted one shift off following the death. However, if the death occurs when the member is on duty, he/she shall receive the rest of the shift off in addition to the one shift being granted off.
- B. Member(s) working a 40-hour workweek shall be granted 3 consecutive calendar days off of bereavement leave following the death of a family member as defined below.

The immediate family shall be defined as the member's mother, father, legal spouse, child, brother, sister, grandmother, grandfather, mother-in-law, father-in-law, grandchildren, or person physically residing with the member.

ARTICLE 29 MISCELLANEOUS PROVISIONS

SECTION 1 EYEGLASS REPLACEMENT

The City agrees to reimburse members of the bargaining unit for prescription eyeglasses broken or damaged during the course of employment up to \$200 for the repair or replacement of frames and lenses. Members may select more expensive eyeglasses by paying the additional cost.

Section 2 Copy of Agreement

The City shall provide every duty station and every member of the bargaining unit with a copy of this Agreement and one (1) copy of all of their benefits of employment with the City.

SECTION 3 DIRECT DEPOSIT

The City shall maintain a direct deposit system with banks and credit associations for payroll checks during the term of this contract, provided the financial institute permits such direct deposit.

Section 4 Residency

All members of the bargaining unit shall reside within a 45 mile radius of the City of Kingsville unless granted exception by the Fire Chief.

Section 5 Certification Maintenance

All members of the bargaining unit shall maintain Fire Department required certifications for their rank and assignment. All members hired without an EMT-Paramedic certification are required to maintain their existing level of EMT certification. Bargaining unit members that were hired with an EMT-Paramedic certification or have attained paramedic certification during the course of their employment with the City must maintain that certification. Members that have been promoted above the rank of firefighter must maintain their existing and acquired certifications. Both the City and the Association recognize the need for fire suppression and emergency medical training and the need for continuing education to maintain standards and certifications.

SECTION 6 SAFETY

The City and the Association agree that Fire Protection and Emergency Medical Services are the primary purpose of the Fire Department. In order to guarantee such protection and service to the community, the City and the Association agree to provide a proper level of safety for the members, and maintain a safe working environment.

SECTION 7 APPOINTMENT OF AN ASSISTANT FIRE CHIEF

The Fire Chief may at his sole discretion appoint from the staff of the Department an Assistant Fire Chief. A firefighter appointed to the position of Assistant Fire Chief must have been employed by the Department for at least five (5) continuous years and immediately before the appointment hold the rank of Lieutenant or above. The appointed firefighter shall serve at the pleasure of the Chief and may be demoted to previously held civil service rank without cause.

ARTICLE 30 INSURANCE

SECTION 1 HEALTH INSURANCE

For the duration of this Agreement, the City shall provide to all members of the bargaining unit with the same hospitalization/health insurance policy as provided to all other employees of the City. The City shall make such policy available to eligible dependents of all members in the same manner and for the same employee contribution as all other City employees.

SECTION 2 LIFE INSURANCE

For the duration of this Agreement, the City shall provide all members of the bargaining unit covered by this Agreement the same life insurance policy as provided to all other City employees.

SECTION 3 RETIREES

Members of the bargaining unit, who retire on and after the effective date of this Agreement, are entitled to continue health insurance coverage for themselves and their covered family members. The retiree may continue the health insurance coverage until he/she reaches Medicare eligibility (65). However, covered family members may receive continued coverage in accordance with the Omnibus Budget Reconciliation Act (COBRA) of 1985.

Member upon retirement may continue health coverage by paying one-half the cost of the monthly premium; the City will pay the difference. Retiree may also continue the family coverage by paying the total cost of the monthly premium for the COBRA duration period.

Members that elect to have such coverage shall submit such payments to the Collection's Division. Payments must be submitted by the 1st regular working day of each month. If payments are not submitted by the mentioned date, coverage shall be discontinued. Payment of insurance premiums for all retirees shall be subject to change at the insurance renewal periods approved by the City Commission.

ARTICLE 31 MUSCULAR DYSTROPHY FUND-RAISER (MDA)

SECTION 1 ANNUAL EVENT

The members of the bargaining unit, while on duty, may conduct the annual Muscular Dystrophy fundraiser, "Fill the Boot", at a time scheduled and approved by the Fire Chief.

SECTION 2 SCHEDULE

The "Fill the Boot" fund-raiser will be scheduled annually on three (3) work shifts. Should any shift scheduled on a day to collect for "Fill the Boot" get canceled due to inclement weather or any other type of unforeseen emergency, another date shall be scheduled.

SECTION 3 RESPONSE TO SERVICE CALLS

During the fund-raiser, the on duty shift will respond to fire alarms from their assigned locations without delay.

SECTION 4 ASSOCIATION RESPONSIBILITY

The Kingsville Professional Fire Fighters Association will be responsible for handling arrangements needed to conduct such a fund-raiser and for securing all money collected for any and all Muscular Dystrophy events.

ARTICLE 32 WAGES

Wages for Fiscal Year 2022-2023 and Fiscal Year 2023-2024 shall be paid as set forth in Appendix A.

During the term of this agreement the employees covered under this agreement shall be paid the higher of the wage schedule in Appendix A or any general cost of living adjustments (COLA) given across the board to all city employees for FY 2023-2024.

ARTICLE 33 EDUCATION AND CERTIFICATION PAY

Section 1 Education

Members of the bargaining unit shall receive Educational Incentive Pay for the following:

Associate Degree \$ 50.00 per month

Bachelor's Degree \$100.00 per month

Master's Degree \$200.00 per month

Individual degrees must be obtained from an accredited college or university.

Members of the bargaining unit shall receive pay for only **one** degree **not** all three.

A college degree is not required as a condition of employment, and if the employee earns any of the above college degrees, then the Educational Incentive Pay, as described above, will apply.

Section 2 Certification

Any member of the bargaining unit obtaining any of the certifications listed in the current agreement under "Certification Pay" shall be eligible to receive this type of pay immediately after providing the certificate to the Fire Chief. Failure to present the certificate will release the City of any obligation of any back pay for certification. See Appendix "B".

Members shall receive certification incentive pay based upon the Schedule listed in Appendix B. When multiple levels exist for a particular certification or degree, a member shall receive payment only for the highest level certification or degree possessed.

ARTICLE 34 LONGEVITY

SECTION 1 RATES

Longevity will be paid at the rate of five dollars (\$5.00) per month for each year of service in the department not to exceed twenty-five (25) years of service for the remainder of this agreement.

Section 2 Article Provision

The parties recognize and agree that the provisions of this Article take precedence over Section 141.032 of the Texas Local Government Code.

ARTICLE 35 NON-WAIVER

Should either party to this Agreement provide any service or benefit in excess of any of the requirements of this Agreement or otherwise, such provision shall not be deemed to be a waiver of any of the terms or obligations recited in this Agreement.

ARTICLE 36 MAINTENANCE OF STANDARDS

All economic benefits, privileges and working conditions enjoyed by the members of the bargaining unit which are properly and lawfully in effect in the Department as to matters subject to mandatory bargaining under TLGC Chapter 174, as of the effective date of this Agreement, shall remain unchanged for the duration of this agreement.

ARTICLE 37 DECLARATION OF THE FULL AND FINAL SCOPE OF AGREEMENT

The parties agree that each has had full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the province of collective bargaining. This Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as specified in this Agreement. It is understood and agreed that the contract may be amended by mutual consent of the parties to this Agreement. In the event that any provision of this Agreement conflicts or is inconsistent with any provisions of the Local Government Code of Texas, this Agreement shall prevail not withstanding any such provision of those statutes.

ARTICLE 38 SAVINGS CLAUSE

If a court of competent jurisdiction should find any article or section of this Agreement invalid, unlawful, or unenforceable, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

IN WITNESS WHEREOF, we have executed this ag	reement this the day of September, 2022.
CITY OF KINGSVILLE	KINGSVILLE PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL #2390
BY:	BY:
MARK A. MCLAUGHLIN, CITY MANAGER	STEVE PALACIOS, PRESIDENT, IAFF LOCAL 2390

APPENDIX A - WAGE SCHEDULE

		FY 2022- 2023 YEAR 1 4%	FY 2023- 2024 YEAR 2 3%
FD - 5 CAPTAIN A	0-12 MONTHS	21.53	22.18
FD - 5 CAPTAIN B	13+ MONTHS	22.18	22.85
FD - 4 LIEUTENANT		20.90	21.53
FD - 3 ENGINEER A	0-12 MONTHS	18.96	19.53
FD -3 ENGINEER B	13+ MONTHS	19.64	20.23
FD - 2 FIREFIGHTER A		17.23	17.75
FIRE MARSHAL		30.75	31.67

^{*}Notes: Payroll system rounding may change cent(s) +/-

FY 2022-2023 and FY 2023-2024 wages are effective the first day of the first full pay period.

If City Commission authorizes a higher COLA across-the-board for Year 2 then the Fire Association shall receive the higher of the City Commission authorized or the stated Year 2 percentage indicated above.

1. RANGE FD - 2

At the end of the probation, the employee shall advance to the first step in this range; advancement through this range will be based on time in-grade as defined by the schedule.

RANGE FD - 3

Upon promotion to Driver, the employee will be placed at this range; advancement through this range will be based on time in-grade as defined by the schedule.

3. RANGE FD - 4

Upon promotion to Lieutenant, the employee will be placed at this range; advancement through this range will be based on time in-grade as defined by the schedule.

4. RANGE FD - 5

Upon promotion to Captain, the employee will be placed at this range; advancement through this range will be based on time in-grade as defined by the schedule.

APPENDIX B - CERTIFICATION PAY INCENTIVES

Civil service uniformed personnel shall receive the following monthly pay for certification:

CERTIFICATION	MONTHLY PAY
Intermediate Firefighter	\$ 30.00
Advanced Firefighter	\$ 40.00
Master Firefighter	\$ 50.00
Fire Inspector	\$ 35.00
Fire Instructor (1) and (2) Intermediate	\$ 25.00
Fire Instructor (3) Master	\$ 35.00
Fire Officer I	\$ 25.00
Fire Officer 2	\$ 35.00
Arson Investigator (Basic or Intermediate)	\$ 50.00
Driver/Operator	\$ 25.00
Aerial Driver	\$ 10.00
Fire Investigator	\$ 30.00
Plans Examiner	\$ 25.00
EMS Instructor	\$ 25.00
EMT Intermediate (Firefighter)	\$ 100.00
EMT Intermediate (Engineer, Lieutenant, Captain)	\$ 50.00
EMT – Paramedic (Firefighter)	\$ 425.00
EMT- Paramedic (Engineer, Lieutenant, Captain)	\$ 250.00

NOTE: When multiple levels exist for a particular certificate, an employee shall receive payment only for the highest-level certificate possessed.

AGENDA ITEM #10



CITY OF KINGSVILLE

AGENDA MEMORANDUM

TO:

City Commissioners

FROM:

Deborah Balli, Finance Director

DATE:

September 5, 2022

SUBJECT:

Budget Amendment – Negative Line Items

Background:

This budget amendment request is to provide additional funding for those items that current budget cannot cover. The following is the justification for each fund's need:

- UF Debt Service with the issue of the new Tax Note Series 2022, the paying agent fees were higher than expected and there are no other line items that can cover the overage.
- Municipal Court Technology Fund the court is sending out more notification calls than estimated and the operating lease was budgeted short due to a cleanup of operating lease equipment and owner departments.
- Utility Fund these shortages are the result of higher costs for motor gas & oil and vehicle maintenance along with the change out of copiers.
- GF & Tourism ARP Funding the funds have already been transferred, but the original budget amendment did not account for the actual GL booking of the transfer of funds.

Financial Impact:

All of the notated overages will come from the unappropriated fund balance of the associated fund.

Recommendation:

Staff recommends the approval of the budget amendment request to provide additional funding for various shortages.

ORDINANCE NO. 2022-	•
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AN ORDINANCE AMENDING THE FISCAL YEAR 2021-2022 BUDGET TO PROVIDE ADDITIONAL FUNDING FOR OVERAGES THAT CANNOT BE COVERED BY CURRENT BUDGET.

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

١.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2021-2022 budget be amended as follows:

CITY OF KINGSVILLE DEPARTMENT EXPENSES BUDGET AMENDMENT #65

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 0	12 – UF Deb	ot Service			
Expend	ditures				
5100	Debt Svc	Paying Agent Fees	63100	\$460.00	
Fund 0	 31 – Munici	pal Ct Technology Fund			
Expend	ditures				
1800	Finance	Professional Services	31400	\$275.00	
1800	Finance	Operating Lease	64100	\$766.00	
22407	 51 – Utility 	Fund			
Expend	T	11 1 2 2 2 2 2	04500	ФО ООО	
6201	Util Billing	Motor Gas & Oil	21500	\$2,000	
6201	Util Billing	Vehicle Maintenance	41100	\$500	
6201	201 Util Billing Operating Lease		64100	\$2,200	
	21 – GF AR	P Funding			
Expend					
6900	Transfer	Transfer to Fund 205	80205	\$173,544	
Fund 2	 05 - Tourisn	 n ARP Funding			
0000	Transfer	Transfer from Fund 121	75121	\$173,544	

[To amend the City of Kingsville FY 21-22 Budget to provide additional funding for negative lines items that cannot be covered with current budget. Funding will come from the unappropriated fund balances for each 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 12th day of September 2022.

PASSED AND APPROVED on this the 26th day of September 2022.

EFFECTIVE DATE:
Sam R. Fugate, Mayor
ATTEST:
Mary Valenzuela, City Secretary
APPROVED AS TO FORM:
Courtney Alvarez, City Attorney

AGENDA ITEM #11



CITY OF KINGSVILLE

AGENDA MEMORANDUM

TO:

City Commissioners

FROM:

Deborah Balli, Finance Director

DATE:

September 6, 2022

SUBJECT:

Budget Amendment – Borderstar

Background:

This budget amendment request is to setup the budget for the 2022 Borderstar Grant that was awarded September 13, 2021 for the grant period of 9/1/2021 to 8/31/2022.

Financial Impact:

There will be no financial impact as the expenditures incurred are covered by the grant award.

Recommendation:

Staff recommends the approval of the budget amendment request to setup the budget for the 2022 Borderstar Grant.

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 #20

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

Many M Courses

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:

Award Amount: \$78,000.00 **Grant Number:** 2994107

Date Awarded: 9/13/2021 **Grantee Cash Match:** \$0.00

Grantee In Kind Match: \$0.00 09/01/2021 - 08/31/2022 **Grant Period:** \$78,000.00 **Total Project Cost: Liquidation Date:** 11/29/2022

Program Fund: BL-Local Border Security Program (LBSP)

Grantee Name: Kingsville, City of

Grant Manager: Lynne Crow

Local Border Security Program

DUNS Number: 618308118

CFDA: N/A

Project Title:

Federal Awarding N/A - State Funds Agency:

Federal Award Date: N/A - State Funds

Federal/State Award 2022-BL-ST-0016 ID Number:

Total Federal

Award/State Funds \$5,100,000.00

Appropriated:

Pass Thru Entity Texas Office of the Governor – Homeland Security Grants Division (HSGD)

Name:

Is the Award R&D:

Federal/State Award Grants for local law enforcement agencies to support Operation Border Star. The grant funds may **Description:** also support the humane processing of remains of undocumented migrants, when specifically

awarded for that purpose.

0	RE	11(A	N	C	E	١	l	0		20)2	2	-
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AN ORDINANCE AMENDING THE FISCAL YEAR 2021-2022 BUDGET TO ACCEPT AND EXPEND GRANT FUNDING FOR THE 2022 LOCAL BORDER SECURITY PROGRAM (LBSP)

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

1.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2021-2022 budget be amended as follows:

CITY OF KINGSVILLE DEPARTMENT EXPENSES BUDGET AMENDMENT #66

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 0	17-PD Loca	l Borderstar Grant		The Mindle Control of the Control of	100
Revenu	<u>ies</u>				
0000	Non-Dept	State Grants	72010	\$78,000	
Expend	litures				
2100	Police	Overtime	11201	\$67,000	
2100	Police	Retirement	11400	\$5,876	
2100	Police	FICA	11500	\$5,124	

[To amend the City of Kingsville FY 21-22 Budget to accept and expend grant funding for the 2022 Local Borderstar Grant. Funding will come from the grant funds received for the stated purpose.]

11.

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 12th day of September 2022.
PASSED AND APPROVED on this the 26th day of September 2022.
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 Public Works, Wastewater/Solid Waste Divisions

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: William Donnell, Director of Public Works

DATE: September 7, 2022

SUBJECT: Utility Fund 051 Wastewater and General Fund 001 Sanitation Budget

Amendments

Summary:

This item authorizes additional funding for Wastewater Utilities to cover electrical expenses and Sanitation Motor Gas & Oil and Vehicle Maintenance to the end of this fiscal year.

Background:

The North Wastewater Treatment Plant is requiring additional funds to cover electrical utility fee increases due to operating the backup Hoffman blower for extended times during repairs to main and more efficient Turblex blower.

Sanitation Collections is requiring additional operating funds in Motor Gas & Oil (\$15,000) and Vehicle Maintenance (\$40,000) after year end transfers to cover operation expenses to fiscal years end. The two new residential trucks have been at the shop for warranty repairs more than they have been on the routes requiring more expenses on the older units for unexpected repairs during use.

Financial Impact:

In the Utility fund this will reduce unappropriated Utility Fund 051 balance by \$57,000.00 and increase 051-5-7001-32300 - Utilities \$57,000.

In the General Fund this will reduce unappropriated General Fund 001 balance by \$55,000 and increase 001-5-1702-21500 – Motor Gas & Oil \$15,000 and Increase 001-5-1702-41100 – Vehicle Maintenance \$40,000

Recommendation:

Staff is recommending approval of funds to cover Wastewater utilities operating expenses.



ORDINANCE NO. 2022-

AN ORDINANCE AMENDING THE FISCAL YEAR 2021-2022 BUDGET TO PROVIDE ADDITIONAL FUNDING FOR WASTEWATER UTILITIES AND SANITATION VEHICLE MAINTENANCE AND MOTOR GAS AND OIL.

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

1.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2021-2022 budget be amended as follows:

CITY OF KINGSVILLE DEPARTMENT EXPENSES BUDGET AMENDMENT #67

Dept No.	Dept Name	•		Budget Increase	Budget Decrease	
Fund 0	51 – Utility					
Expend	litures					
7001	WW	Utilities	32300	\$57,000		
Fund 0	01 – Genera	l Fund				
Expend	litures					
1702	Sanitation	Vehicle Maintenance	41100	\$40,000		
1702	Sanitation	Motor Gas & Oil	21500	\$15,000		

[To amend the City of Kingsville FY 21-22 Budget to provide additional funding for wastewater utilities and sanitation vehicle maintenance and motor gas & oil. Funding will come from the unappropriated fund balance for Utility 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 12th day of September 2022.				
PASSED AND APPROVED on this the 26th day of September 2022.				
EFFECTIVE DATE:				
LITEOTIVE DATE.				
Sam R. Fugate, Mayor				
ATTEST:				
Mary Valenzuela, City Secretary				
APPROVED AS TO FORM:				

Courtney Alvarez, City Attorney

AGENDA ITEM #13

City of Kingsville Purchasing Department

TO:

Mayor and City Commissioners

CC:

Mark McLaughlin, City Manager

FROM:

Charlie Sosa, Purchasing Manager

DATE:

August 31, 2022

SUBJECT:

RFP #22-17 Kingsville Police Department Covered Canopies

Summary:

This item authorizes the City Manager to accept proposal from Rusty Van Fleet Construction Inc. of Kingsville, Texas 78363 for RFP #22-17 Kingsville Police Department Covered Canopies.

Background:

We published a Request for Proposals #22-17 in the newspaper on August 4, 2022, and August 11, 2022. Request for Proposals were accepted until 2:00 PM on August 30, 2022. One response was received and it was from Rusty Van Fleet Construction Inc. The Kingsville Police Department has been in need for the construction of covered canopies to protect vehicles and on-board electronics from the harsh environment. Please refer to the proposal attached.

Financial Impact:

The total amount of \$156,960.00 will be funded through FY22-23 Budgeted ARPA Funds: 121-5-2101-71300 \$156,960.00

Recommendation:

It is recommended for the City Manager to accept proposal from Rusty Van Fleet Construction Inc. of Kingsville, Texas 78363 for RFP #22-17 Kingsville Police Department Covered Canopies in the amount of \$156,960.00.





Rusty Van Fleet Construction Inc.

PO BOX 5101 Kingsville, Texas 78364-5101 Phone: 361-516-1034 Fax: 361-516-1035

8-29-22

CITY OF KINGSVILLE ATTN: MR. CHARLIE SOSA PO BOX 1458 KINGSVILLE TX 78364 1458

RE: PROPOSAL FOR KINGSVILLE POLICE DEPARTMENT FACILITY CANOPIES PROJECT

PROPOSAL

DEAR MR SOSA,

PLEASE FIND THE FOLLOWING BID FOR THE PROJECT REFERENCED ABOVE. THIS WOULD INCLUDE MATERIAL, LABOR AND EQUIPMENT TO FURNISH AND INSTALL NEW COVERED CANOPIES AT THE FACILITY LOCATED AT 1700 E KING AVE, KINGSVILLE TX.

CHILDERS MODEL: NE-9-

(1) ONE 18' X 160' AND (1) ONE 18' X 180' AND (1) ONE 24' X 120' CANOPIES WITH 8' CLEAR HEIGHT, (20) TWENTY BAYS, 10' CANTILEVER ENDS, 1/4" ON 12" SINGLE SLOPE, 6-1/2" BISCAYNE TRIM/GUTTER, LEADERS AND EMBEDDED DRAIN THRU COLUMNS INCLUDES TEXAS ENGINEER SEALED DRAWING

***************************************	AMOUNT PROPOSED	\$ 156,960.0	00
PLEASE CAI SIDERATION. SINCERELY,	LL IF THERE ARE ANY QUESTIC	ONS, AND AS ALWAYS, THAN	NK YOU FOR THIS CON-

RUSTY VAN FLEET PRESIDENT



KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, Rust	y Van Fleet Construction, Inc.
hereinafter called Principal, and CITIZENS INSURANCE COMPANY OF AME State of Michigan and having its principal bond office in Worcester, Massachu	RICA, a corporation established under the laws of the usetts, as Surety, hereinafter called Surety, are held and
firmly bound unto City of Kingsville, Texas	
•	as Obligee, in
the penal sum of Five Percent of Greatest Amount Bid (5% G.A.B.)	
Dollars for the payment of which, well and truly to be made, we hereby join administrators, successors and assigns.	ntly and severally bind ourselves, our heirs, executors,
The condition of the above obligation is such that whereas the Principal has so City of Kingsville, Texas	ubmitted to the
a certain Bid, attached hereto and hereby made a part hereof, to enter into a Kingsville Police Canopies	a contract in writing for
NOW, THEREFORE, (a) If said Bid shall be rejected, or in the alternate (b) If said Bid shall be accepted and the Principal shall execute and of hereto (properly completed in accordance with said Bid) and shall contract, and for the payment of all persons performing labor or furnall other respects perform the agreement created by the acceptance. Then this obligation shall be void, otherwise the same shall remain in force and eliability of the Surety for any and all claims hereunder shall, in no event, exceed	I furnish a bond for his faithful performance of said nishing materials in connection therewith, and shall in of said Bid, effect; it being expressly understood and agreed that the
The Surety, for value received, hereby stipulates and agrees that the obligat impaired or affected by an extension of the time within which the Owner notice of any such extension.	tions of said Surety and its bond shall be in no way may accept such Bid; and Surety does hereby waive
SIGNED, SEALED AND DATED this 24th day of August	
By L	(Seal)
CITIZENS By Jacque	INSURANCE COMPANY OF AMERICA (Seal) (Seal) (Seal)

THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Jacquelyn Kingsbury and/or Eric Grunwald

Of Integrity Insurance Solutions Houston, TX each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 10th day of **October, 2018**.

The Hanover Insurance Company Massachusetts Bay Insurance Company Citizens Insurance Company of America

John C. Roche, EVP and President

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The Hanover Insurance Company Massachusetts Bay Insurance Company Citizens Insurance Company of America

1 Kawall

James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS) COUNTY OF WORCESTER) ss.

On this 10th day of October, 2018 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

DIANE J. MARINO
Motary Public
Communication for measurements
My Communication Expires
March 4, 2022

Diane J. Martho, Notary Public My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 24th day of August 2022

CERTIFIED COPY

Theolie A Chiatte
Theodore G. Martinez, Vice President,





Commercial Lines

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call The Hanover Insurance Company/ Citizens Insurance Company of America's toll-free telephone number for information or to make a complaint at:

1-800-608-8141

You may also write to The Hanover Insurance Company/ Citizens Insurance Company of America at:

440 Lincoln Street Worcester, MA 01615

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104 Austin, TX 78714-9104 Fax: (512) 475-1771

Web: http://www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja: Usted puede llamar al numero de telefono gratis de The Hanover Insurance Company/Citizens Insurance Company of America's para informacion o para someter una queja al:

1-800-608-8141

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P. O. Box 149104 Austin, TX 78714-9104 Fax: (512) 475-1771

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E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

AGENDA ITEM #14

City of Kingsville Purchasing Department

TO:

Mayor and City Commissioners

CC:

Mark McLaughlin, City Manager

FROM:

Charlie Sosa, Purchasing Manager

DATE:

August 31, 2022

SUBJECT:

RFP #22-17 Kingsville Police Department Covered Canopies

Summary:

This item authorizes the City Manager to accept proposal from Rusty Van Fleet Construction Inc. of Kingsville, Texas 78363 for RFP #22-17 Kingsville Police Department Covered Canopies.

Background:

We published a Request for Proposals #22-17 in the newspaper on August 4, 2022, and August 11, 2022. Request for Proposals were accepted until 2:00 PM on August 30, 2022. One response was received and it was from Rusty Van Fleet Construction Inc. The Kingsville Police Department has been in need for the construction of covered canopies to protect vehicles and on-board electronics from the harsh environment. Please refer to the proposal attached.

Financial Impact:

The total amount of \$156,960.00 will be funded through FY22-23 Budgeted ARPA Funds: 121-5-2101-71300 \$156,960.00

Recommendation:

It is recommended for the City Manager to accept proposal from Rusty Van Fleet Construction Inc. of Kingsville, Texas 78363 for RFP #22-17 Kingsville Police Department Covered Canopies in the amount of \$156,960.00.





Rusty Van Fleet Construction Inc.

PO BOX 5101 Kingsville, Texas 78364-5101 Phone: 361-516-1034 Fax: 361-516-1035

8-29-22

CITY OF KINGSVILLE ATTN: MR. CHARLIE SOSA PO BOX 1458 KINGSVILLE TX 78364 1458

RE: PROPOSAL FOR KINGSVILLE POLICE DEPARTMENT FACILITY CANOPIES PROJECT

PROPOSAL

DEAR MR SOSA,

PLEASE FIND THE FOLLOWING BID FOR THE PROJECT REFERENCED ABOVE. THIS WOULD INCLUDE MATERIAL, LABOR AND EQUIPMENT TO FURNISH AND INSTALL NEW COVERED CANOPIES AT THE FACILITY LOCATED AT 1700 E KING AVE, KINGSVILLE TX.

CHILDERS MODEL: NE-9-

(1) ONE 18' X 160' AND (1) ONE 18' X 180' AND (1) ONE 24' X 120' CANOPIES WITH 8' CLEAR HEIGHT, (20) TWENTY BAYS, 10' CANTILEVER ENDS, 1/4" ON 12" SINGLE SLOPE, 6-1/2" BISCAYNE TRIM/GUTTER, LEADERS AND EMBEDDED DRAIN THRU COLUMNS INCLUDES TEXAS ENGINEER SEALED DRAWING

	AMOUNT PROPOSED	\$ 156,960.00	•••••
PLEASE CAL SIDERATION.	L IF THERE ARE ANY QUESTIONS,	AND AS ALWAYS, THANK YO	U FOR THIS CON-
SINCERELY,	Kut lasso		•

RUSTY VAN FLEET PRESIDENT



KNOW ALL MEN BY THESE PRESENTS, that we the undersigned	ed, Rusty Van Fleet Construction, Inc.
hereinafter called Principal, and CITIZENS INSURANCE COMPANY State of Michigan and having its principal bond office in Worcester, I	OF AMERICA, a corporation established under the laws of the Wassachusetts, as Surety, hereinafter called Surety, are held and
firmly bound unto City of Kingsville, Texas	
	as Obligee, in
the penal sum of Five Percent of Greatest Amount Bid (5% G.A. Dollars for the payment of which, well and truly to be made, we hadministrators, successors and assigns.	B.) ereby jointly and severally bind ourselves, our heirs, executors,
The condition of the above obligation is such that whereas the Princi City of Kingsville, Texas	pal has submitted to the
a certain Bid, attached hereto and hereby made a part hereof, to en Kingsville Police Canopies	iter into a contract in writing for
NOW, THEREFORE, (a) If said Bid shall be rejected, or in the alternate (b) If said Bid shall be accepted and the Principal shall exect hereto (properly completed in accordance with said Bid) a contract, and for the payment of all persons performing lab all other respects perform the agreement created by the accepted the same shall remain in foliability of the Surety for any and all claims hereunder shall, in no event	and shall furnish a bond for his faithful performance of said or or furnishing materials in connection therewith, and shall in ceptance of said Bid, arce and effect; it being expressly understood and agreed that the
The Surety, for value received, hereby stipulates and agrees that th impaired or affected by an extension of the time within which the notice of any such extension.	e obligations of said Surety and its bond shall be in no way Owner may accept such Bid; and Surety does hereby waive
SIGNED, SEALED AND DATED this 24th day of Augu	ust
В	(Seal) Rusty Van Fleet Construction, Inc. (Seal) ITIZENS INSURANCE COMPANY OF AMERICA (Seal)
	Jacquelyn Kingsbury (Attomey-in-fact)

THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Jacquelyn Kingsbury and/or Eric Grunwald

Of Integrity Insurance Solutions Houston, TX each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 10th day of October, 2018.

The Hanover Insurance Company Massachusetts Bay Insulance Company Citizens Insurance Company of America

John C. Roche, EVP and President



The Hanover Insurance Company Massachusetts Bay Insurance Company Citizens Insurance Company of America

12 Kawiel

James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS) COUNTY OF WORCESTER) ss

On this 10th day of October, 2018 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Diane J. Maylno, Notary Public My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 24th day of August 2022

CERTIFIED COPY

Theodore G. Martinez, Vice President





Commercial Lines

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call The Hanover Insurance Company/ Citizens Insurance Company of America's toll-free telephone number for information or to make a complaint at:

1-800-608-8141

You may also write to The Hanover Insurance Company/ Citizens Insurance Company of America at:

440 Lincoln Street Worcester, MA 01615

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

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P. O. Box 149104 Austin, TX 78714-9104 Fax: (512) 475-1771

Web: http://www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

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AGENDA ITEM #15