

City of Kingsville, Texas

AGENDA CITY COMMISSION MONDAY, OCTOBER 24, 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>

I. Preliminary Proceedings.


OPEN MEETING

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

MINUTES OF PREVIOUS MEETING(S)

Regular Meeting- October 11, 2022

APPROVED BY:


Mark McLaughlin
City Manager

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

1. Public hearing regarding request to rezone Vista Alegre, Block 2, Lots 3 & 4, also known as 1405 East Henrietta, Kingsville, Texas from R1 (Single Family) to C1 (Neighborhood Services). Lupe Alvarez, owner/applicant. (Director of Planning & Development Services).
2. Public hearing regarding request for Special Use Permit for Childcare in home in R1 (Single Family District) at 803 Inez, Kingsville, Texas also known as Forrest Park 1, Block 2, Lot 20. Beverly Gant, owner/applicant. (Director of Planning & Development Services).
3. Conduct a public hearing regarding the advisability of the improvements to be financed by the Somerset Public Improvement District No. 1. (City Manager/City Attorney).

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 membership with Electric Reliability Council of Texas (ERCOT) for 2023. (City Attorney).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

2. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances Chapter VII, Article 5, Traffic Schedules, setting the speed limit at 45 MPH on US Highway 77 By-Pass Northbound Frontage Road from the southern city limits of Kingsville to FM 1356 (General Cavazos Blvd.) (City Manager).
3. Consideration and approval of a resolution by the City Commission of the City of Kingsville, Texas authorizing execution of a Grant Agreement with the Texas Water Development Board and other matters related thereto. (City Attorney).
4. Consider a resolution authorizing the City Manager to enter into a Collective Bargaining Agreement between the City of Kingsville, Texas and the Kingsville Law Enforcement Association for Fiscal Year 2022-2023. (Human Resources Director).
5. Consider introduction of an ordinance amending the zoning ordinance by changing the zoning map in reference to Vista Alegre, Block 2, Lots 3 & 4, also known as 1405 East

Henrietta, Kingsville, Texas from R1 (Single Family) to C1 (Neighborhood Services) from R1 (Single Family) to C1 (Neighborhood Services); amending the comprehensive plan to account for any deviations from the existing comprehensive plan. (Director of Planning & Development Services).

6. Consider introduction of an ordinance amending the zoning ordinance by granting a Special Use Permit for Daycare use in R1 (Single Family District) at 803 Inez, Kingsville, Texas, also known as Forrest Park 1, Block 2, Lot 20; amending the comprehensive plan to account for any deviations from the existing comprehensive plan. (Director of Planning & Development Services).
7. Consider reallocating ARP Funds for employee timekeeping software, equipment, and training. (Finance Director).
8. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to accept and expend grant funds from the 2022 Patrick Leahy Bulletproof Vest Partnership Grant. (Police Chief).
9. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to accept and expend grant funds from the 2023 Local Border Security Program (LBSP). (Police Chief).
10. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate additional police academy training costs. (Police Chief).
11. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate remaining grant funds from the 2022 Operation Lone Star Grant Program. (Police Chief).
12. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to roll over the Golf Course remaining greens project. (Finance Director).
13. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate funding for the carry-over purchase orders that were ordered or started last fiscal year and will be received or completed this fiscal year. (Finance Director).

VII. Adjournment.

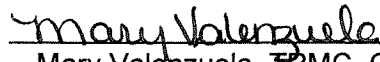
1. No person's comments shall exceed 5 minutes. Cannot be extended by Commission.
2. No person's comments shall exceed 5 minutes without permission of majority of Commission.
3. Comments are limited to 3 minutes per person. May be extended or permitted at other times in the meeting only with 5 affirmative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

NOTICE

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

I, the undersigned authority 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:

October 21, 2022 at 11:00 A.M. and remained so posted continuously for at least 72 hours proceeding the schedule time of said meeting.



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

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

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

MINUTES OF PREVIOUS MEETING(S)

OCTOBER 11, 2022

A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON TUESDAY, OCTOBER 11, 2022, IN THE HELEN KLEBERG GROVES COMMUNITY ROOM, 400 WEST KING AVENUE, KINGSVILLE, TEXAS AT 5:00 P.M.

CITY COMMISSION PRESENT:

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

CITY STAFF PRESENT:

Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
Kyle Benson, IT Manager
Derek Williams, IT
Emilio Garcia, Health Director
Deborah Balli, Finance Director
Uchechukwu Echeozo, Director of Planning & Development Services
Kobby Agyekum, Senior Planner/HPO
Mike Mora, Capital Improvements Manager
Charlie Sosa, Purchasing Manager
Bill Donnell, Public Works Director
Alicia Tijerina, Main Street Manager
Diana Gonzales, Human Resources Director
Rudy Mora, Engineer
Janine Reyes, Tourism Director
Ricardo Torres, Chief of Police
Joseph Ramirez, Engineers Assistant
Jennifer Bernal, Parks Manager
Jaime Carmona, Help Desk

I. Preliminary Proceedings.

OPEN MEETING

Mayor Fugate opened the meeting at 5:00 P.M. with all five Commission members present.

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

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

MINUTES OF PREVIOUS MEETING(S)

Regular Meeting- September 26, 2022

Motion made by Commissioner Lopez to approve the minutes of September 26, 2022, as presented, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Hinojosa, Alvarez, Lopez, Torres, Fugate voting “FOR”.

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."

Ms. Courtney Alvarez, City Attorney reported that the next City Commission meeting is scheduled for October 24, 2022. The deadline for staff to submit their agenda items for this meeting is October 14, 2022. Ms. Alvarez further reported that she and Mrs. Diana Gonzales, Human Resources Director met with the Police Union on their Collective Bargaining Agreement and have come to an agreement for a one-year agreement. The Police Union has voted on the agreement and will be brought to the City Commission at the next meeting for Commission approval.

Commissioner Torres reported that 22 years ago this month marks the anniversary of the USS Cole bombing killing Mess Management Specialist 3rd Class Ronchester M. Santiago of Kingsville. A small remembrance ceremony will take place, upon the request of Mrs. Santiago.

Mayor Fugate read and presented a proclamation for Domestic Violence Awareness for October. The proclamation was presented to representatives of the Purple Door.

Commissioner Lopez announced that Fire Prevention Week will take place October 9th – 15th, 2022.

IV. Public Comment on Agenda Items.³

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

No public comments were made.

V.

Consent Agenda

Notice to the Public

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

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

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

1. **Motion to approve final passage of an ordinance amending the City of Kingsville Code of Ordinances Chapter XV; providing for amendment to Sections 15-9-2 and 15-9-3; revising the type of street lighting to be used. (City Engineer).**
2. **Motion to approve final passage of an ordinance amending the Fiscal Year 2021-2022 Budget to provide additional funding for line items that cannot be covered by other line items. (Finance Director).**
3. **Motion to approve City support for events and parades for FY22-23 as per staff recommendation. (Downtown Manager).**

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

4. **Consider appointment of Sylvia Molina to the Main Street Advisory Board to fill an unexpired term expiring on May 10, 2023. (Downtown Manager).**

Motion made by Commissioner Lopez to appoint Ms. Sylvia Molina to the Main Street Advisory Board to fill an unexpired term expiring on May 10, 2023, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Lopez, Torres, Hinojosa, Alvarez, Fugate voting "FOR".

5. **Consider a resolution authorizing application to, administration of, and acceptance of Office of the Governor, Public Safety Office, Criminal Justice Division's FY 2023 ALERRT Travel Assistance Grant Program. (Police Chief).**

Mr. Ricardo Torres, Chief of Police stated that this is a request for a resolution to apply for funds from the ALERRT Travel Assistance Program. The purpose of this grant is to offset law enforcement agency incurred travel costs for sending peace officers to Advanced Law Enforcement Rapid Response Training (ALERRT) training. Mr. Torres further stated that this is an open-ended grant. The Kingsville Police Department is actively seeking to train six of its police officers to train the trainers. The department has the equipment to train the officers. The goal is to come in and be fully trained, not only for our officers but for the officers of the region as well. Mr. Torres further stated that there is no cash match to this grant. The grant covers training, and travel and will cover backfilled.

Motion made by Commissioner Torres to approve the resolution authorizing application to, administration of, and acceptance of Office of the Governor, Public Safety Office, Criminal Justice Division's FY 2023 ALERRT Travel Assistance Grant Program, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Torres, Hinojosa, Alvarez, Lopez, Fugate voting "FOR".

6. Consider a resolution authorizing Phase II and Change Order #1 for City-Wide Misc. Concrete and Drainage System Improvements Agreement between the City and Etech Construction Inc. (City Engineer).

Mr. Rudy Mora, Engineer stated that this item is to authorize moving forward with the 2021 city-wide miscellaneous concrete and drainage improvement project Phase II for the drainage improvements along W. Sage Road. Between N. Armstrong and Young Drive. The project will also include awarding Change Order No. 1 for the remaining work on W. Kenedy. Original bids were received on August 3, 2021, and the project was then split into two phases. The original construction cost for work on W. Sage Road and including alternate bid no. 2 was \$211,091.70. The contractor has recently submitted a revised construction cost of \$259,962.27 due to the increased cost of material and fuel prices. The cost increase is 23% from the original cost. The revised cost is still under the original bid of the second lowest bidder. Prices have been verified and justified with the current market prices. Mr. Mora further stated that authorizing Phase II and Change Order No. 1 will be funded by Fund 055, Utility Storm Water Drainage Fund for \$269,645.77. Staff recommends authorizing Phase II and approving Change Order No. 1 which adds drainage improvements to W. Kenedy and 120 days for the total contract price and calendar days for Phase II.

Motion made by Commissioner Alvarez to approve the resolution authorizing Phase II and Change Order #1 for City-Wide Misc. Concrete and Drainage System Improvements Agreement between the City and Etech Construction Inc., seconded by Commissioner Lopez.

Commissioner Torres asked if Fund 055, will any of this money be coming from the grant that will be received from GLO. Mr. Mora responded that the GLO is for specific projects.

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

7. Consider out-of-state travel for the Mayor, the City Manager, and the Economic Development Director for travel to Washington, D.C. from October 16-19, 2022, for military relations/economic development meetings. (City Manager).

No discussion or action was taken for this item.

VI. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 5:16 P.M.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, TRMC, CMC, City Secretary

PUBLIC HEARING(S)

PUBLIC HEARING #1

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



MEMO

Date: October 19, 2022
To: Mark McLaughlin (City Manager)
From: Uche Echeozo (Director of Planning and Development Services)
Subject: **Lupe Alvarez, applicant/owner; requesting the rezone of Vista Alegre, BLOCK 2, LOTS 3 & 4, also known as 1405 East Henrietta, Kingsville, Texas from R1 (Single Family) to C1 (Neighborhood Service).**

The Planning and Zoning Commission meeting held as scheduled this evening, October 19, 2022, with 5 members in attendance.

Members deliberated over the issue of granting approval for a rezone of **Vista Alegre, BLOCK 2, LOTS 3 & 4, also known as 1405 East Henrietta, Kingsville** to enable the applicant to create additional space for a school (Jubilee Academy). Letters were sent out to neighbors and the City received no feedback save for a citizen making clarifications on the actual use of the property. Commissioners, after deliberations, voted to approve the recommendation for the rezone of the said property from R1 (Single Family) to C1 (Neighborhood Service). A recorded vote of all members present was taken and Commissioners Debbie Tiffie, Brian Coufal, Larry Garcia, Mike Klepac, and the Chairman – Steve Zamora all voted 'YES'.

The meeting was adjourned by about 6.15 p.m.

Thank you.

Uche Echeozo
Director of Planning and
Development Services



MEMO

Date: October 14, 2022

To: Planning and Zoning Commission Members

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

Subject: **Lupe Alvarez, applicant/owner; requesting the rezone of Vista Alegre, BLOCK 2, LOTS 3 & 4, also known as 1405 East Henrietta, Kingsville, Texas from R1 (Single Family) to C1 (Neighborhood Service).**

The applicant approached the department because they wanted to rezone their property (**1405 East Henrietta, Kingsville, Texas**) from R1 (Single Family) to C1 (Neighborhood Service)

This property is just before a row of C1 properties adjacent to 19th Street. The applicant is looking at providing additional space for a school (Jubilee Academy) The applicant also owns the properties immediately adjacent to the subject property. Looking at the City of Kingsville Code of Ordinances, the C1 zoning allows for such a land use.

Consequently, this application is being submitted for your consideration. Therefore, it is recommended that you consider the said application and approve same since this will create a uniform zoning for the land use and enabling further educational development.

Thank you.

A handwritten signature in black ink, appearing to read "Uche Echeozo", is located below the "Thank you." text.

Uche Echeozo
Director of Planning and
Development Services

CITY OF KINGSVILLE
PLANNING AND ZONING DIVISION
MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 1405 E. HENRIETTA Nearest Intersection NORTH 17TH & EAST HENRIETTA
(Proposed) Subdivision Name _____ Lot _____ Block _____
Legal Description: VISTA ADOREE Block 2, Lot 3, 4
Existing Zoning Designation R1 Future Land Use Plan Designation C1

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent LUPE ALVAREZ Phone 361 720 0543 FAX 361 592 8856
Email Address (for project correspondence only): LUPEALVAREZAMIGO@yahoo.com
Mailing Address 1513 Michael City KINGSVILLE State TX Zip 78363
Property Owner LUPE ALVAREZ Phone 361 720 0543 FAX 361 592 8856
Email Address (for project correspondence only): LUPEALVAREZAMIGO@yahoo.com
Mailing Address 1513 Michael City KINGSVILLE State TX Zip 78363

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

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

Please provide a basic description of the proposed project:

Cubileo Academy School have added high school students and are in
Need of additional space for classes - propose to convert
present family house into 2 classrooms -
See pictures & map attached -

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

Applicant's Signature [Signature] Date: 8/24/22
Property Owner's Signature [Signature] Date: 8/24/22
Accepted by: _____ Date: _____

Tax Year 2022

Account

Property ID: 25950 Legal Description: VISTA ALEGRE, BLOCK 2, LOT 3, 4
 Geographic ID: 180800203000192 Zoning:
 Type: Real Agent Code:
 Property Use Code:
 Property Use Description:

Location

Address: 1405 E HENRIETTA Mapsco:
 Neighborhood: Map ID: B1
 Neighborhood CD:

Owner

Name: ALVAREZ GUADALUPE B Owner ID: 31291
 Mailing Address: 621 N US HWY 77 BYP % Ownership: 100.000000000000%
 KINGSVILLE, TX 78363

Exemptions:

(+) Improvement Homesite Value: + \$0
 (+) Improvement Non-Homesite Value: + \$59,720
 (+) Land Homesite Value: + \$0
 (+) Land Non-Homesite Value: + \$4,080 Ag / Timber Use Value
 (+) Agricultural Market Valuation: + \$0 \$0
 (+) Timber Market Valuation: + \$0 \$0

(=) Market Value: = \$63,800
 (-) Ag or Timber Use Value Reduction: - \$0

(=) Appraised Value: = \$63,800
 (-) HS Cap: - \$0

(=) Assessed Value: = \$63,800

Owner: ALVAREZ GUADALUPE B

% Ownership: 100.000000000000%

Total Value: \$63,800

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	KLEBERG COUNTY APPRAISAL DISTRICT	0.000000	\$63,800	\$63,800	\$0.00
CKI	CITY OF KINGSVILLE	0.840000	\$63,800	\$63,800	\$535.92

9/15/22, 9:48 AM

Kleberg CAD - Property Details

GKL	KLEBERG COUNTY	0.771870	\$63,800	\$63,800	\$492.45
SKI	KINGSVILLE I.S.D.	1.518900	\$63,800	\$63,800	\$969.06
WST	SOUTH TEXAS WATER AUTHORITY	0.082426	\$63,800	\$63,800	\$52.59
Total Tax Rate:		3.213196			

Taxes w/Current Exemptions: \$2,050.02

Taxes w/o Exemptions: \$2,050.02

Improvement #1: RESIDENTIAL State Code: A1 Living Area: 1664.0 sqft Value: \$59,720

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	FF4		1987	1664.0
WDFA	WOOD DECK FRAME AVERAGE *			2020	24.0

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	A1	A1	0.1894	8250.00	50.00	165.00	\$4,080	\$0

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2023	N/A	N/A	N/A	N/A	N/A	N/A
2022	\$59,720	\$4,080	0	63,800	\$0	\$63,800
2021	\$59,720	\$4,080	0	63,800	\$0	\$63,800
2020	\$53,320	\$4,080	0	57,400	\$0	\$57,400
2019	\$53,320	\$4,080	0	57,400	\$0	\$57,400
2018	\$51,430	\$4,080	0	55,510	\$0	\$55,510
2017	\$4,580	\$4,080	0	8,660	\$0	\$8,660
2016	\$4,580	\$4,080	0	8,660	\$0	\$8,660
2015	\$0	\$4,080	0	4,080	\$0	\$4,080
2014	\$0	\$4,080	0	4,080	\$0	\$4,080
2013	\$0	\$4,080	0	4,080	\$0	\$4,080
2012	\$0	\$4,360	0	4,360	\$0	\$4,360
2011	\$17,540	\$4,360	0	21,900	\$0	\$21,900
2010	\$17,540	\$4,360	0	21,900	\$0	\$21,900
2009	\$17,540	\$4,360	0	21,900	\$0	\$21,900

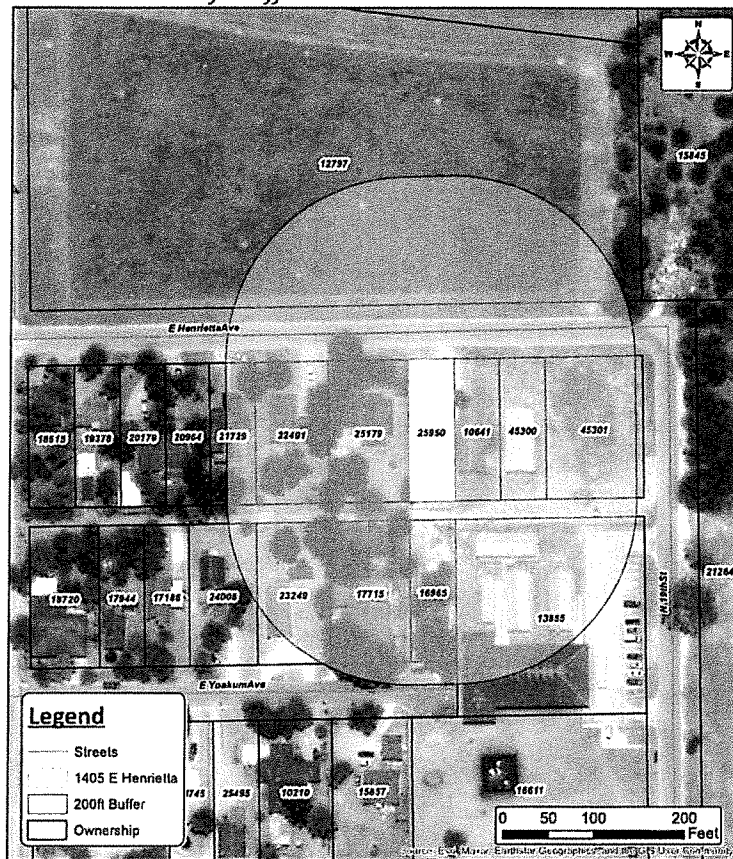
Kleberg CAD - Property Details

Last Updated: 9/15/2022 9:48 AM

Kleberg CAD - Property Details

Kleberg CAD - Property Details

200ft Buffer at 1405 E Henrietta Ave



<p>Drawn By: G. AMAYA</p> <p>Last Update: 9/1/2022</p> <p>Note: Please see attached documents.</p>	<p>DISCLAIMER: THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN MISCELLANEOUS OR EXHIBITS THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.</p>	<p>CITY OF KINGSVILLE ENGINEERING DEPARTMENT 400 W King Ave, Kingsville, TX 78363 Office: (361) 595-8007 Fax: (361) 595-8064</p>
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Farias Anna Lee
1317 E Henrietta Ave
Kingsville, TX 78363
#21729

Alvarez Guadalupe B
621 N US HWY 77 BYP
Kingsville, TX 78363
#13855

Esquivel Manuel Jr
Manuel Esquivel III
1315 E Henrietta Ave
Kingsville, TX 78363
#24008

Alvarez Guadalupe B
621 N US HWY 77 BYP
Kingsville, TX 78363
#45301

Guzman Gerardo
1321 E Henrietta Ave
Kingsville, TX 78363
#22491

Saenz Emilia M
4310 Carlton St
Corpus Christi, TX 78415
#12797

Garcia Hector Alfredo
1324 E Yoakum
Kingsville, TX 78363
#23249

Espinoza Armando Jr
1401 E Henrietta
Kingsville, TX 78363
#25179

Alegria Oralia
1402 E Yoakum Ave
Kingsville, TX 78363
#17715

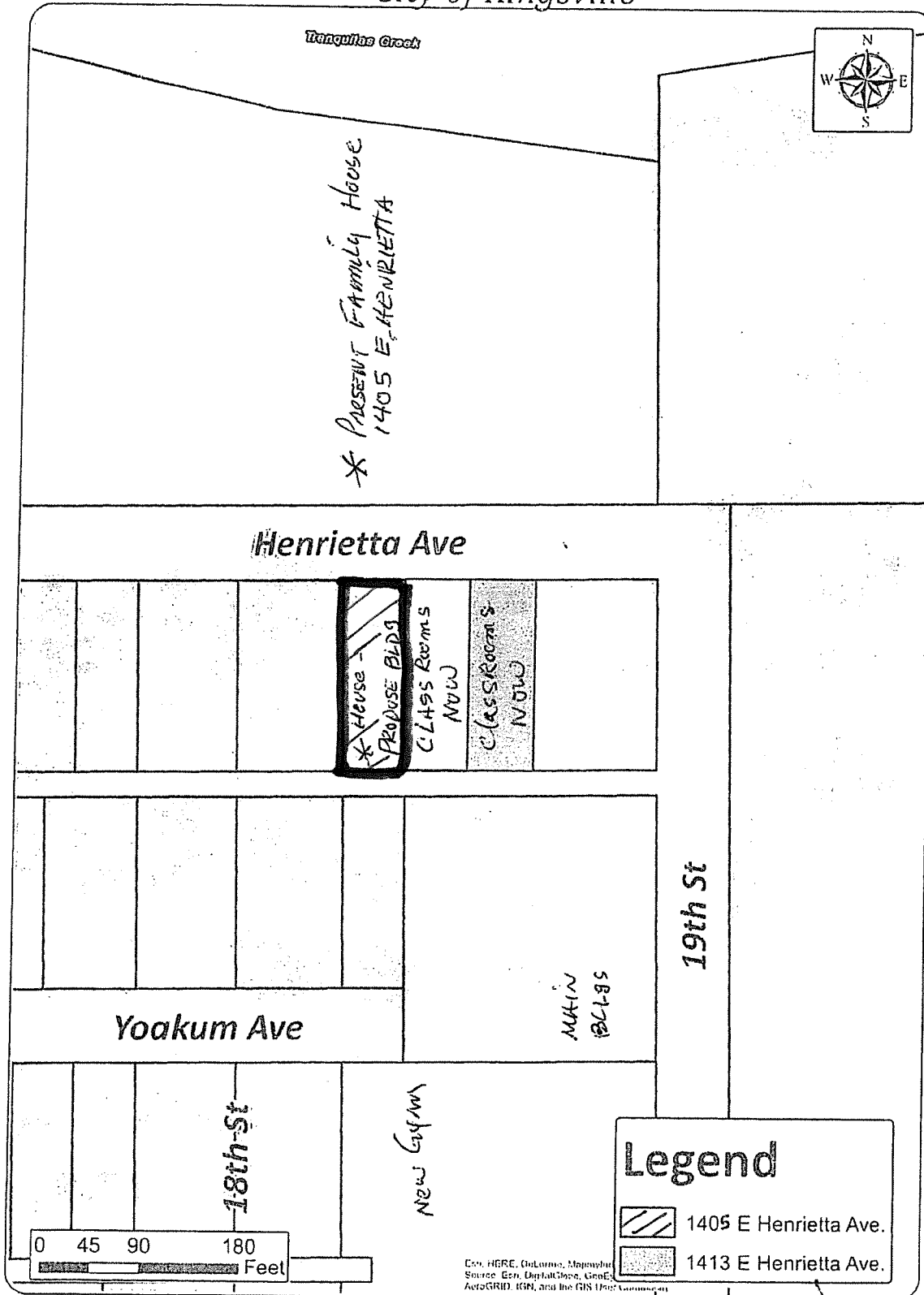
Perez Raul
1404 E Yoakum Ave
Kingsville, TX 78363
#16965

Alvarez Guadalupe B
621 N US HWY 77 BYP
Kingsville, TX 78363
#25950

Alvarez Guadalupe B
621 N US HWY 77 BYP
Kingsville, TX 78363
#10641

Alvarez Guadalupe B
621 N US HWY 77 BYP
Kingsville, TX 78363
#45300

City of Kingsville



Drawn By:
 Engineering Department
 Last Update: 3/29/2017
 Note:

DISCLAIMER
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 CONTAIN INACCURACIES OR ERRORS
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 RESPONSIBLE IF THE INFORMATION CONTAINED
 HEREIN IS USED FOR ANY DESIGN,
 CONSTRUCTION, PLANNING, BUILDING,
 OR ANY OTHER PURPOSE



CITY OF KINGSVILLE
ENGINEERING DEPARTMENT
 200 East Kleberg
 Kingsville, Texas 78362
 Office: 361-595-8005
 Fax: 361-595-8036

1/1

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The City of Kingsville will be hosting a TRASH-OFF
Citizens can dump their Trash for FREE!

Sat., Oct. 29, 2022, from 8:30 am - 12:00 pm

WEATHER PERMITTING

LOCATED AT 5TH & EAST AVE D

TWO BLOCKS NORTH OF KLEBERG ELEMENTARY SCHOOL

YOU MUST PROVIDE PROOF OF RESIDENCY AND UTILITY BILL

Contact Code Compliance for more info @ 361-595-8093

No Contractors allowed! Kingsville Residents Only!

We will accept:

*Appliances

(see refrigerators or freezers)

*Bench

*Furniture

*Tires (6 per vehicle)

Only standard automobile tires

We will NOT accept:

*Hazardous Waste

*Refrigerators or Freezers

*Compressor

*Household Garbage

*Refrigerators or Freezers



PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, October 19, 2022 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard:

Lupe Alvarez owner/applicant; requesting the rezone of Vista Alegre, BLOCK 2 LOTS 3 & 4, also known as 1405 East Henrietta, Kingsville, Texas from R1 (Single Family) to C1 (Neighborhood Services).

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

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Phyllishia Lopez appointed County Extension Agent for Kleberg-Kenedy County

Kingsville, TX - Phyllishia Lopez has been named 4-H County Extension Agent for Kleberg-Kenedy County, effective Oct. 1, 2022, according to a joint announcement by Kleberg County Judge Rudy Madrid, Kenedy County Judge Charles Burns, Kleberg & Kenedy County Commissioners, and Dr. Ruben J. Saldaña, District Extension Administrator for Texas A&M AgriLife Extension, headquartered at the Texas A&M Research and Extension Center at Weslaco.

Lopez was an active FFA member and obtained her bachelor's degree in Animal Sciences from Texas A&M University - Kingsville. Ms. Lopez had the opportunity throughout college to intern with Texas A&M AgriLife Extension in Cameron County. She also worked in agriculture-related jobs throughout her college years with Innovative Seed Solution in Bishop. There, Ms. Lopez did much research with sorghum crops and worked under her animal science professor with sheep.

In Kleberg-Kenedy County, Lopez will serve as the County Extension Agent with responsibilities for 4-H Youth Development. She will also be responsible for providing leadership and management for the Kleberg-Kenedy County 4-H program cooperatively with 4-H volunteers and leaders. Lopez's responsibilities will be to work with the youth, community-based organizations, Extension committees, and local citizens to identify youth issues of relevance to Kleberg-Kenedy County and provide educational responses to address those issues in measurable ways.

The Kleberg-Kenedy County Extension Office is part of Texas A&M AgriLife Extension, an agency of the Texas A&M University System. Local Extension programs extend university resources



Phyllishia Lopez

to residents by providing practical information, training, and technical assistance in four broad program areas: Agriculture and Natural Resources, Family & Consumer Sciences, 4-H & Youth Development, and Community & Economic Development. Texas Cooperative Extension is a cooperative effort between the United States Department of Agriculture, the State of Texas, and the Kleberg-Kenedy County Commissioners' Court.

place that got a 98, Rock's Discount Vitamins and More. Four businesses were next in line, as the Riviera Burger King, Spice Station, TAMUK-Catering and TAMUK-Subway all finished at 97. TAMUK-Pizza Hut came in with a 95, followed by Casa de Tacos at 92. Chop Stix was the last of the "A" establishments during the inspection period, finishing with a 90.

City of Kingsville Department lists food establishment scores

By TERRY FITZWATER
PUBLISHER

The City of Kingsville Health Department recently reviewed 22 food establishments in the county, with inspections taking place between Aug. 29 and Sept. 9.

All 22 of the venues inspected received "A" scores, with five of them tallying a perfect 100.

Eric's Heavenly Delights, TAMUK-Chic-Fil-A, TAMUK-Starbucks,

the Kings Inn and the Kwik Pantry on West Carol all came in with perfect 100s.

A record 10 establishments just missed perfect 100s, coming in with 99s.

Food Establishments that scored 99 included the Ricardo ISD, the Balfin Bay Seafood Company, Christus Kleberg Cafe, El Campo Game Processing, Superette, Chili's, CVS, Javelina Campus Store and Arby's.

There was only one

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

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ORDINANCE #2022-_____

AMENDING THE ZONING ORDINANCE BY CHANGING THE ZONING MAP IN REFERENCE TO VISTA ALEGRE, BLOCK 2, LOTS 3 & 4, ALSO KNOWN AS 1405 EAST HENRIETTA, KINGSVILLE, TEXAS, FROM R1 (SINGLE FAMILY) TO C1 (NEIGHBORHOOD SERVICES); AMENDING THE COMPREHENSIVE PLAN TO ACCOUNT FOR ANY DEVIATIONS FROM THE EXISTING COMPREHENSIVE PLAN; AND PROVIDING FOR PUBLICATION.

WHEREAS, the Planning Commission has forwarded to the City Commission its reports and recommendations concerning the application of Lupe Alvarez, owner/applicant, for amendment to the zoning ordinance and zoning map of the City of Kingsville;

WHEREAS, with proper notice to the public, public hearings were held on Wednesday, October 19, 2022 during a meeting of the Planning and Zoning Commission, and on Monday, October 24, 2022 during a meeting of the City Commission, in the Helen Kleberg Groves Community Room at City Hall, in the City of Kingsville, during which all interested persons were allowed to appear and be heard; and

WHEREAS, the item was APPROVED with a 5-0 vote of the Planning Commission regarding the requested rezone with no abstentions; and

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

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

SECTION 1. That the Zoning Ordinance of the City of Kingsville, Texas, is amended by changing the zoning of Vista Alegre, Block 2, Lots 3 & 4, also known as 1405 East Henrietta, Kingsville, Texas, from R1 (Single Family) to C1 (Neighborhood Services), as more specifically described on the Zone Change Map, attached as Exhibit A.

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

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

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

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

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

INTRODUCED on this the 24th day of October, 2022.

PASSED AND APPROVED on this the 14th day of November, 2022.

Effective Date: _____

THE CITY OF KINGSVILLE

Sam R. Fugate, Mayor

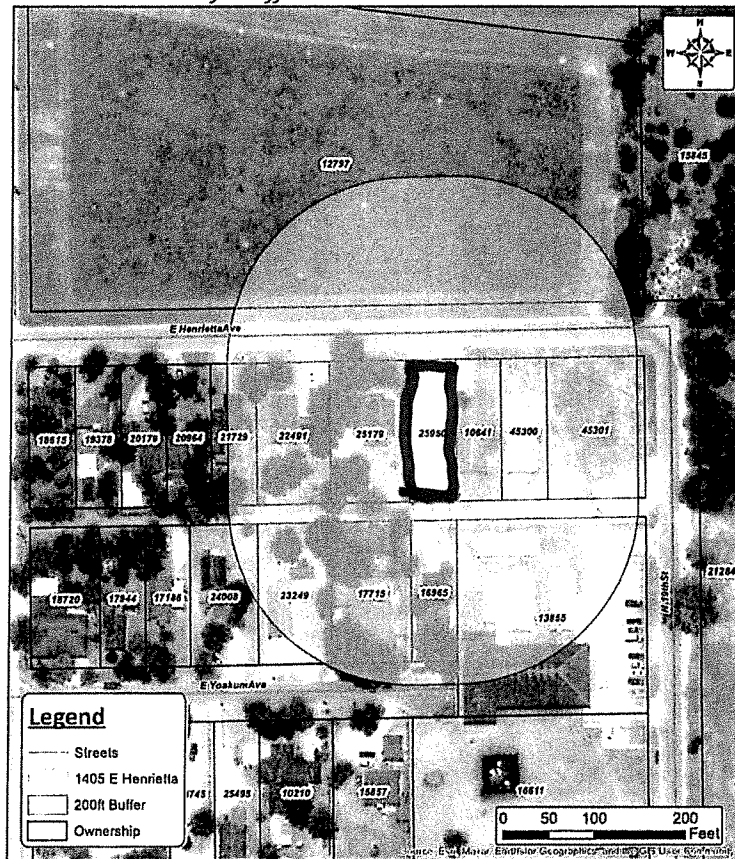
ATTEST:

Mary Valenzuela, City Secretary

APPROVED:

Courtney Alvarez, City Attorney

200ft Buffer at 1405 E Henrietta Ave



<p>1 2 3 4 5 6 7 8 9 10 11 12</p>	<p>Drawn By: G. AMAYA Last Update: 9/3/2022 Note: Please see attached documents.</p>	<p>DISCLAIMER: THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THIS CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.</p>	<p>CITY OF KINGSVILLE ENGINEERING DEPARTMENT 400 W King Ave, Kingsville, TX 78363 Office: (361) 595-4007 Fax: (361) 595-8064</p>
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PUBLIC HEARING #2

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



MEMO

Date: October 19, 2022

To: Mark McLaughlin (City Manager)

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

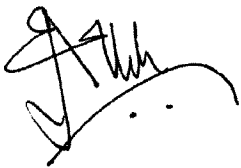
Subject: **Beverly Gant, applicant/owner; requesting a Special Use Permit for Childcare in Home in R1 (Single Family) property located at FORREST PARK 1, BLOCK 2, LOT 20 also known as 803 Inez, Kingsville, Texas.**

The Planning and Zoning Commission meeting held as scheduled this evening, October 19, 2022, with 5 members in attendance.

Members deliberated over the issue of granting approval for a Special Use Permit to enable the applicant carry out a Childcare in Home business at their property located at **FORREST PARK 1, BLOCK 2, LOT 20 also known as 803 Inez, Kingsville, Texas**. Letters were sent out to neighbors and the City received no objections to the request. Commissioners, after deliberations, voted unanimously to approve the recommendation for a Special Use Permit. A recorded vote of all members present was taken and Commissioners Debbie Tiffie, Brian Coufal, Larry Garcia and the Chairman – Steve Zamora all voted ‘YES’. Commissioner Mike Klepac voted “NO”.

The meeting was adjourned by 6.15p.m.

Thank you.



Uche Echeozo
Director of Planning and
Development Services

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



MEMO

Date: October 14, 2022

To: Planning and Zoning Commission Members

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

Subject: **Beverly Gant, applicant/owner; requesting a Special Use Permit for Childcare in Home in R1 (Single Family) property located at FORREST PARK 1, BLOCK 2, LOT 20 also known as 803 Inez, Kingsville, Texas.**

The applicant approached the department because they wanted to carry out the business of Childcare in home at their property (803 Inez, Kingsville, Texas). A look at the current zoning of the property revealed an R1 (Single Family Residential) zoning which does not permit such development except under a Special Use Permit regime.

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

Thank you.

A handwritten signature in black ink, appearing to read "Uche Echeozo", is located below the "Thank you." text.

Uche Echeozo
Director of Planning and
Development Services

CITY OF KINGSVILLE
PLANNING AND ZONING DIVISION
MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 803 Inez Kingsville Nearest Intersection East Warren & Inez
Texas 78363
(Proposed) Subdivision Name Forrest Park Lot 20 Block 2
Legal Description: Childcare in home
Existing Zoning Designation R-1 Future Land Use Plan Designation Special Use Permit

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Beverly Gant Phone 3614551993 FAX _____
Email Address (for project correspondence only): bevgant2716@gmail.com
Mailing Address 803 Inez City Kingsville, State Tx. Zip 78363
Property Owner Beverly, Joel Gant Phone 3614551993 FAX _____
Email Address (for project correspondence only): bevgant2716@gmail.com
Mailing Address _____ City _____ State _____ Zip _____

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

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

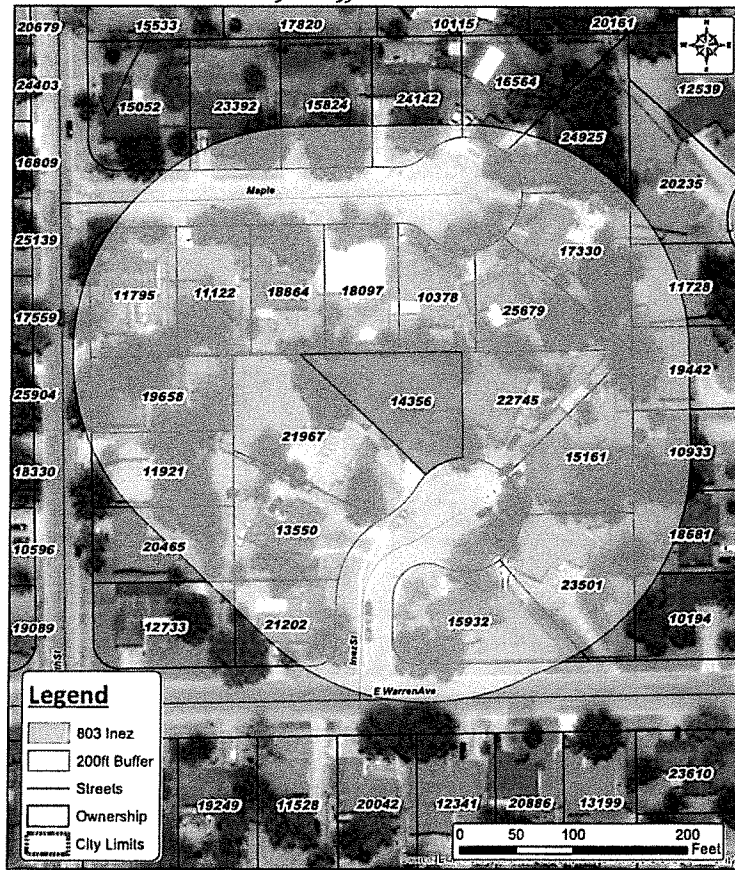
Please provide a basic description of the proposed project:

Home childcare for 2 1/2 - 4 year olds. I'm licensed
for 12, but will keep 4-5 y/o olds. Parents can pick
up/drop off between 7:00-5:30 PM.

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

Applicant's Signature Beverly L Gant Date: 9-13-2022
Property Owner's Signature _____ Date: _____
Accepted by: _____ Date: _____

200ft Buffer at 803 Inez



<p>Drawn By: G. AMAYA</p> <p>Last Update: 9/23/2022</p> <p>Note: Please see attached documents.</p>	<p>DISCLAIMER</p> <p>THE MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.</p>	<p>CITY OF KINGSVILLE</p> <p>ENGINEERING DEPARTMENT</p> <p>400 W King Ave, Kingsville, TX 78163</p> <p>Office: (361) 595-8007</p> <p>Fax: (361) 595-8064</p>
---	---	--

Clifton W McPeak
Etux Consolacion
3330 Overlook DR
Dekalb, IL 60115-4909
#15052

Pearly Kemp
819 S 21st St
Kingsville, TX 78363
#18681

Alfonso R Garcia Est
1503 Maple ST
Kingsville, TX 78363
#11795

Raul S Vela Jr
And Phyllis Rosie Montoya
1508 Maple St
Kingsville, TX 78363
#23392

Rios Dariel
Etux Clarissa F
829 S 21st St
Kingsville, TX 78363
#10194

Oscar Arizpe
Etux Loralva F
804 S 19th St
Kingsville, TX 78363
#19658

Linda A Roberts
1512 Maple ST
Kingsville, TX 78363
#15824

Elva Cantu
505 E Rachel
Beeville, TX 78102
#13550

Scott A Bucy
Etux Anne
812 S 19th St
Kingsville, TX 78363
#11921

T & R Trust
Rebecca S Trant (Trustee)
820 S 18th St
Kingsville, TX 78363
#24142

Angelina Hinojosa
811 Inez
Kingsville, TX 78363
#21967

Edwin Cann
Etux Donna
5042 Al Theis St
Bishop, TX 78343
#20465

Christopher D Cherry
1522 Maple St
Kingsville, TX 78363
#16564

Samantha Garza
1528 Maple St
Kingsville, TX 78363
#24925

Emmett Owen
Etux Lydia L
828 S 19th St
Kingsville, TX 78363
#12733

Sonya Trevino
721 S 21st St
Kingsville, TX 78363
#20235

Pedro B Narvaez
Antonia Narvaez
1521 Maple St
Kingsville, TX 78363
#25679

T & R Trust
Rebecca S Trant (Trustee)
820 S 18th St
Kingsville, TX 78363
#21202

Keith A Platt
Etux Kristina A
1527 Maple ST
Kingsville, TX 78363
#17330

Karissa Loreda
Mario Loreda
9402 Fernwood Forest
Houston, TX 77040
#10378

De La Garza Francisco J
Etux Vienna D
802 Inez St
Kingsville, TX 78363
#22745

George Farek
727 S 21st St
Kingsville, TX 78363
#11728

Juan M Herrera
Etux Olivia
1517 Maple ST
Kingsville, TX 78363
#18097

T & R Trust
Rebecca S Trant (Trustee)
820 S 18th St
Kingsville, TX 78363
#15161

Jerry Leal
803 S 21st St
Kingsville, TX 78363
#19442

Gavino O Amaya
Etux Lillian R
1511 Maple ST
Kingsville, TX 78363
#18864

Juarez Oscar Z
Etux Esmeralda
820 Inez St
Kingsville, TX 78363
#23501

Paul A Baca
Etux Linda Gale
948 Pecan Street
Canyon Lake, TX 78133
#10933

Ricardo Menchaca
Sara Martinez
1507 Maple St
Kingsville, TX 78363
#11122

Ahrens James Lee
Etux Maribeth
1521 Warren Ave
Kingsville, TX 78363
#15932

Kleberg CAD

Property Search by Address: 803 INEZ ST, KINGSVILLE, TX 78363-6526

Tax Year: 2022

Print PDF

Account

Property ID: 14356 Legal Description: FORREST PARK 1, BLOCK 2, LOT 20
 Geographic ID: 130300220000192 Zoning:
 Type: Real Agent Code:
 Property Use Code:
 Property Use Description:

Location

Address: 803 INEZ Mapsco:
 Neighborhood: Map ID: B1
 Neighborhood CD:

Owner

Name: GANT JOEL B Owner ID: 13460
 Mailing Address: ETUX BEVERLY
 803 INEZ ST
 KINGSVILLE, TX 78363-6526
 % Ownership: 100.000000000000%
 Exemptions: HS

Values

(+) Improvement Homesite Value:	+	\$99,500	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$11,300	
(+) Land Non-Homesite Value:	+	\$0	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
<hr/>			
(=) Market Value:	=	\$110,800	
(-) Ag or Timber Use Value Reduction:	-	\$0	
<hr/>			
(=) Appraised Value:	=	\$110,800	
(-) HS Cap:	-	\$0	
<hr/>			
(=) Assessed Value:	=	\$110,800	

Taxable Valuation

Owner: GANT JOEL B
 % Ownership: 100.000000000000%
 Total Value: \$110,800

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	KLEBERG COUNTY APPRAISAL DISTRICT	0.000000	\$110,800	\$110,800	\$0.00
CKI	CITY OF KINGSVILLE	0.840000	\$110,800	\$110,800	\$930.72

9/22/22, 1:24 PM

Kleberg CAD - Property Details

GKL	KLEBERG COUNTY	0.771870	\$110,800	\$110,800	\$855.23
SKI	KINGSVILLE I.S.D.	1.518900	\$110,800	\$70,800	\$1,075.38
WST	SOUTH TEXAS WATER AUTHORITY	0.078489	\$110,800	\$105,800	\$83.04
Total Tax Rate:		3.209259			

Taxes w/Current Exemptions:	\$2,944.37
Taxes w/o Exemptions:	\$3,555.86

Improvement / Building

Improvement #1: RESIDENTIAL State Code: A1 Living Area: 1835.0 sqft Value: \$99,500

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	MM4	EWG	1972	1394.0
MADM	MAIN ADDITION MASONRY	*		1972	441.0
OPMA	OPEN PORCH MASONRY AVERAGE	*		1972	20.0
PCMA	PATIO COVERED MASONRY AVERAGE	*		1972	192.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	A1	A1	0.2552	11114.43	90.56	122.73	\$11,300	\$0

Land Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2023	N/A	N/A	N/A	N/A	N/A	N/A
2022	\$99,500	\$11,300	0	110,800	\$0	\$110,800
2021	\$99,500	\$11,300	0	110,800	\$6,817	\$103,983
2020	\$83,230	\$11,300	0	94,530	\$0	\$94,530
2019	\$83,230	\$11,300	0	94,530	\$0	\$94,530
2018	\$88,830	\$11,300	0	100,130	\$0	\$100,130
2017	\$88,830	\$11,300	0	100,130	\$0	\$100,130
2016	\$88,830	\$11,300	0	100,130	\$844	\$99,286
2015	\$78,960	\$11,300	0	90,260	\$0	\$90,260
2014	\$78,960	\$11,300	0	90,260	\$0	\$90,260
2013	\$78,960	\$11,300	0	90,260	\$0	\$90,260
2012	\$72,380	\$11,650	0	84,030	\$0	\$84,030
2011	\$72,380	\$11,650	0	84,030	\$0	\$84,030
2010	\$72,380	\$11,380	0	83,760	\$0	\$83,760
2009	\$72,380	\$11,380	0	83,760	\$215	\$83,545

passwords Please call (214) 395-5775

WebSite version: 1.0.2.33

Database last updated on: 9/21/2022 03:17 PM

© D. Harris Computer Corporation

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Edward Jones

> edwardjones.com | Member SIPC

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Bank-issued, FDIC-insured

4.05% Minimum deposit
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1-year APY*

For those interested in a more conservative investment strategy, CDs guarantee the return of the full principal amount at maturity. Want to learn more? Get in touch today.



Bud Malik, AAMS™
Financial Advisor
1014 South 14th Street
Kingsville, TX 78363
361-592-2578

* Annual Percentage Yield (APY) effective 09/30/2022. CDs offered by Edward Jones are bank-issued and FDIC insured up to \$250,000 (principal and interest accrued but not yet paid) per depositor, per insured depository institution, for each account ownership category. Please visit www.fdic.gov or contact your financial advisor for additional information. Subject to availability and price change. CD values are subject to interest rate risk such that when interest rates rise, the prices of CDs can decrease. If CDs are sold prior to maturity, the investor can lose principal value. FDIC insurance does not cover losses in market value. Early withdrawal may not be permitted. Yields quoted are net of all commissions. CDs require the distribution of interest and do not allow interest to compound. CDs offered through Edward Jones are issued by banks and thrifts nationwide. All CDs sold by Edward Jones are registered with the Depository Trust Corp. (DTC).

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WEATHER PERMITTING

LOCATED AT 6TH & EAST AVE D

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No Contractors allowed! Kingsville Residents Only!

We will Accept:

- * Appliances (no refrigerators or freezers)
- * Stoves
- * Furniture
- * Tires (18 per vehicle)

Only standard automobile tires

We will NOT Accept:

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- * Refrigerators or Freezers
- * Car Seats
- * Household Appliances
- * Stoves or Ranges



PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, October 19, 2022 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard:

Lupe Alvarez owner/applicant; requesting the rezone of Vista Alegre, BLOCK 2 LOTS 3 & 4, also known as 1405 East Henrietta, Kingsville, Texas from R1 (Single Family) to C1 (Neighborhood Services).

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

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, October 24, 2022 at 5:00 p.m. wherein the City Commission will discuss the consideration of the following item and at which time all interested persons will be heard:

Lupe Alvarez owner/applicant; requesting the rezone of Vista Alegre, BLOCK 2 LOTS 3 & 4, also known as 1405 East Henrietta, Kingsville, Texas from R1 (Single Family) to C1 (Neighborhood Services).

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

Phyllishia Lopez appointed County Extension Agent for Kleberg-Kenedy County

Kingsville, TX – Phyllishia Lopez has been named 4-H County Extension Agent for Kleberg-Kenedy County, effective Oct. 1, 2022, according to a joint announcement by Kleberg County Judge Rudy Madrid, Kenedy County Judge Charles Burns, Kleberg & Kenedy County Commissioners, and Dr. Ruben J. Saldaña, District Extension Administrator for Texas A&M AgriLife Extension, headquartered at the Texas A&M Research and Extension Center at Weslaco.

Lopez was an active FFA member and obtained her bachelor's degree in Animal Sciences from Texas A&M University - Kingsville. Ms. Lopez had the opportunity throughout college to intern with Texas A&M AgriLife Extension in Cameron County. She also worked in agriculture related jobs throughout her college years with Innovative Seed Solution in Bishop, Texas. Ms. Lopez did much research with sorghum crops and worked under her animal science professor with sheep.

In Kleberg-Kenedy County, Lopez will serve as the County Extension Agent with responsibilities for 4-H Youth Development. She will also be responsible for providing leadership and management for the Kleberg-Kenedy County 4-H program cooperatively with 4-H volunteers and leaders. Lopez's responsibilities will be to work with the youth, community-based organizations, Extension committees, and local citizens to identify youth issues of relevance to Kleberg-Kenedy County and provide educational responses to address those issues in measurable ways.

The Kleberg-Kenedy County Extension Office is part of Texas A&M AgriLife Extension, an agency of the Texas A&M University System. Local Extension programs extend university resources



Phyllishia Lopez

to residents by providing practical information, training, and technical assistance in four broad program areas: Agriculture and Natural Resources, Family & Consumer Sciences, 4-H & Youth Development, and Community & Economic Development. Texas Cooperative Extension is a cooperative effort between the United States Department of Agriculture, the State of Texas, and the Kleberg-Kenedy County Commissioners' Court.

City of Kingsville Department lists food establishment scores

By TERRY FITZWATER
PUBLISHER

The Kings Inn and the Kwik Pantry on West Corral all came in with perfect 100s.

A record 10 establishments just missed perfect 100s, coming in with 99s. Food Establishments that scored 99 included the Ricardo ISO, the Balfin Bay Seafood Company, Christus Kleberg Cafe, El Campo Carne Processing, Superette, Chilis, CVS, Javelina Campus Store and Arby's.

All 22 of the venues inspected received "A" scores, with five of them tallying a perfect 100. Even Heavenly Delights, TAMUK-Chic-Fit-A, TAMUK Starbuck's, There was only one

place that got a 98, Rock's Discount Vitamins and More.

Four businesses were next in line, as the Rivera Burger King, Spice Station, TAMUK-Catering and TAMUK-Subway all finished at 97.

TAMUK-Pizza Hut came in with a 95, followed by Casa de Tacos at 92.

Chop Stix was the last of the "A" establishments during the inspection period, finishing with a 90.

ORDINANCE NO. 2022-_____

AMENDING THE ZONING ORDINANCE BY GRANTING A SPECIAL USE PERMIT FOR DAYCARE USE IN R1 (SINGLE FAMILY DISTRICT) AT 803 INEZ, KINGSVILLE, TEXAS, ALSO KNOWN AS FORREST PARK 1, BLOCK 2, LOT 20; AMENDING THE COMPREHENSIVE PLAN TO ACCOUNT FOR ANY DEVIATIONS FROM THE EXISTING COMPREHENSIVE PLAN; PROVIDING FOR PUBLICATION.

WHEREAS, the Planning & Zoning Commission has forwarded to the City Commission it's reports and recommendations concerning the application of Beverly Gant, property owner/applicant, for amendment to the zoning map of the City of Kingsville;

WHEREAS, the property is currently zoned R1-Single Family Residential District and it is desired for the area to be used as a residence and a daycare facility;

WHEREAS, the City Code of Ordinances, Chapter XV-Land Usage, Appendix A- Land Use Categories states that in R1 a special use permit is required to have a day nursery or kinder (day care facility); and

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

WHEREAS, with proper notice to the public, public hearings were held on Wednesday, October 19, 2022, during a meeting of the Planning & Zoning Commission, and on Monday, October 19, 2022, during a meeting of the City Commission, in the Helen Kleberg Groves Community Room/Commission Chambers, at City Hall, in the City of Kingsville, during which all interested persons were allowed to appear and be heard; and

WHEREAS, a majority of the Planning & Zoning Commission voted 4-1 to APPROVE, with no abstentions, the requested special use permit; and

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

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

SECTION 1. That the Zoning Ordinance of the City of Kingsville, Texas, is amended and a Special Use Permit is granted for a Daycare Facility on the premises known as 803 Inez, Kingsville, Texas, (Forrest Park 1, Block 2, Lot 20), as more specifically describe on site plan attached as Exhibit A.

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

1. **ALLOWED USE:** The only uses authorized by this Special Permit other than the permitted "R1" Single Family District uses is as a Daycare Facility.

2. **STATE LICENSE:** The premises or operator be licensed or registered by the State of Texas to have a Daycare Facility.

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

4. **SPECIAL CONDITION:** The applicant shall obtain all required background checks, business licenses and cooperation with all annual fire safety, health, and sanitation inspections, as required by the Department of Family and Protective Services and the City of Kingsville, and any other laws or regulations regarding such business in order to maintain compliance with state and city regulations for the daycare facility.

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

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

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

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

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

INTRODUCED on this the 24th day of October, 2022.

PASSED AND APPROVED on this the 14th day of November, 2022.

Effective Date: _____, 2022

THE CITY OF KINGSVILLE

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

PUBLIC HEARING #3

RES NO. 2022-50

RESOLUTION ACCEPTING A PETITION FOR AND CALLING FOR A PUBLIC HEARING ON THE CREATION OF THE SOMERSET PUBLIC IMPROVEMENT DISTRICT NUMBER 1 WITHIN THE CITY OF KINGSVILLE, TEXAS PURSUANT TO CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE AND AUTHORIZING THE MAILING AND PUBLICATION OF NOTICE OF THE PUBLIC HEARING

WHEREAS, the City Commission of the City (the "City Commission") of Kingsville, Texas (the "City") has received a petition (the "Petition") requesting creation of a public improvement district (the "PID") under Chapter 372 of the Texas Local Government Code (the Act), from the record owners of taxable real property representing more than fifty percent (50%) of the appraised value of the real property liable for assessment (as determined by the most recent certified appraisal roll for Kleberg County) in the proposed PID and the record owners of taxable real property that constitute more than 50% of all of the area of all taxable real property that is liable for assessment under the proposal; and

WHEREAS, the Petition, a copy of which is attached hereto as Exhibit A, has been examined, verified, and found to meet the requirements of Section 372.005(b) of the Act and to be sufficient for consideration by the City Commission; and

WHEREAS, the boundaries of the proposed PID are described in the attachment to the Petition and shown on the map attached hereto as Exhibit B, said area for the PID being within the City; and

WHEREAS, the City Commission accepts the Petition and desires to schedule a public hearing to consider the creation of the PID to finance the following public improvements: onsite roads (including, but not limited to a collector road) and associated utility improvements (water, sewer, drainage), offsite sewer extension (and if needed, offsite roads, water, and drainage), onsite public improvements for residential lots (sewer, water, streets, and drainage), the improvement and construction of water, sanitary sewer, drainage, dry utilities (gas and electric), detention ponds, storm sewer, road, landscaping in public rights of way, or sidewalks, right of way acquisition costs, easement acquisition costs, appraisal costs, geotechnical and hydrological engineering costs, environmental inspections/testing/and remediation costs, well plugging costs, demolition costs, floodplain reclamation costs, tree mitigation costs, park/entry/amenity improvement costs, including any cost or expense of purchasing, constructing, maintaining, acquiring, owning, operating, repairing, leasing, improving, extending, or paying for inside (i.e. onsite) and outside (i.e. offsite) the district boundaries; flood plain and wetlands regulation and endangered species permits, stormwater permits, including mitigation; and all works, improvements, facilities, plants, equipment, appliances, interest in property, and contract rights needed thereof, and administrative facilities needed in connection therewith, related surveying, engineering, and legal fees, costs and expenses, and all rights of way and other interests in land necessary or convenient in connection therewith, as well as reasonable contingencies, associated with the costs of public improvements (collectively, the "Authorized Improvements"). Further, the public improvements financed by the District may include public improvements in compliance with Chapter 372 and in accordance with governing laws. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.


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

SECTION 1: THAT a public hearing is hereby scheduled at 5:00 p.m. on October 24, 2022, at City Hall, Helen Kleberg Groves Community Room, 400 West King Avenue, Kingsville, Texas 78363 to receive public comment on the creation of the PID in the area described in the petition attached as Exhibit A and as shown on the map in Exhibit B, pursuant to the Act; and

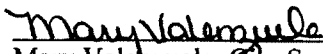
SECTION 2: THAT notice of said hearing, in the substantially final form presented herewith in Exhibit C, with such changes as may be approved by the City's counsel, shall be published in a newspaper of general circulation in the City before the 15th day prior to the hearing as required by the Act; and

SECTION 3: THAT written notice, in the substantially final form presented herewith with such changes as may be approved by the City's counsel, shall be mailed to each property owner, as reflected on the tax rolls, of property subject to assessment under the PID, before the 15th day prior to the date set for the hearing.

Passed by the City Commission of City this 26th day of September 2022.


Sam Fugate, Mayor
City of Kingsville, Texas

ATTEST:


Mary Valehzuela, City Secretary
City of Kingsville, Texas

APPROVED AS TO FORM:

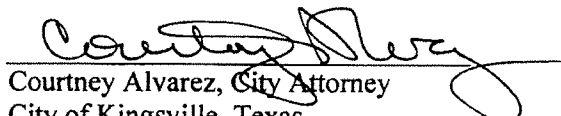

Courtney Alvarez, City Attorney
City of Kingsville, Texas

EXHIBIT A

PETITION

**PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO BE
NAMED THE SOMERSET PUBLIC IMPROVEMENT DISTRICT NUMBER 1**

THE STATE OF TEXAS §
 §
CITY OF KINGSVILLE §

TO: THE HONORABLE MAYOR AND COMMISSIONERS OF THE CITY OF KINGSVILLE

The undersigned petitioner (the "Petitioner"), acting pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the "Code"), submits this petition ("Petition") to the City Secretary to request the creation of a public improvement district (the "District") in the territory described in Exhibit A attached hereto (the "Subject Property") within the City of Kingsville, Texas (the "City"), and in support of this petition the Petitioner presents the following:

Section 1. Petitioner. In compliance with the requirements of the Code, Section 372.005(b), as determined by the current tax roll of the Kleberg County Appraisal District, the Petitioner constitute: (i) the owners of taxable real property representing more than fifty-percent (50%) of the appraised value of taxable real property proposed to be liable for assessment under the proposal described herein, and (ii) the record owners of taxable real property that constitutes more than fifty-percent (50%) of the area of all taxable real property that is liable for assessment under such proposal.

Section 2. Name. A public improvement district is being requested, which shall be named the "Somerset Public Improvement District Number 1" (referred to herein as the "District").

Section 3. General Nature of the Proposed Public Improvements. The general nature of the work proposed to be done may include, but is not limited to, onsite roads (including, but not limited to a collector road) and associated utility improvements (water, sewer, drainage), offsite sewer extension (and if needed, offsite roads, water, and drainage), onsite public improvements for residential lots (sewer, water, streets, and drainage), the improvement and construction of water, sanitary sewer, drainage, dry utilities (gas and electric), detention ponds, storm sewer, impact fees for capacity, road, landscaping in public rights of way, or sidewalks, right of way acquisition costs, easement acquisition costs, appraisal costs, geotechnical and hydrological engineering costs, environmental inspections/testing/and remediation costs, well plugging costs, demolition costs, water and sewer impact fees, floodplain reclamation costs, tree mitigation costs, park/entry/amenity improvement costs, including any cost or expense of purchasing, constructing, maintaining, acquiring, owning, operating, repairing, leasing, improving, extending, or paying for inside (i.e. onsite) and outside (i.e. offsite) the district boundaries; flood plain and wetlands regulation and endangered species permits, stormwater permits, including mitigation; and all works, improvements, facilities, plants, equipment, appliances, interest in property, and contract rights needed thereof, and administrative facilities needed in connection therewith, related surveying, engineering, and legal fees, costs and expenses, and all rights of way and other interests in land necessary or convenient in connection therewith, as well as reasonable contingencies, associated with the costs of public improvements (collectively, the "Authorized Improvements"). Further, the public improvements financed by the District may include public improvements in compliance with Chapter 372 and in accordance with governing laws.

Section 4. Estimated Cost of Proposed Public Improvements. The estimated cost is approximately \$25,000,000 (including formation, issuance and other financing costs) (the “Authorized Improvement Cost”).

Section 5. Boundaries. The proposed boundaries are described as metes and bounds in Exhibit A and further shown in Exhibit B.

Section 6. Proposed Method of Assessment. The Petitioner requests that the City authorize the District to accomplish its purposes and costs of services and improvements by an assessment against the Subject Property based on the special benefits accruing to the Subject Property because of the Authorized Improvements. The Code provides that the Authorized Improvement Cost may be apportioned to and assessed against the Subject Property in any manner that results in imposing equal shares of the cost on property similarly benefitted including, but not limited to, per front foot or square foot; value of the property as determined by the governing body, with or without regard to improvements on the property; or in any other manner that results in imposing equal shares of the cost on property similarly benefitted. The assessment methodology will result in each parcel paying equal shares costs of the Authorized Improvements with the assessments based on the special benefit conferred on the parcels by such improvements.

Section 7. Apportionment of Costs between the City and the District. The Petitioner proposes that the Authorized Improvement costs be apportioned solely to the District to the extent the Authorized Improvements confer a special benefit on the Subject Property. Approval and creation of the District will not obligate the City to provide any funds to finance the Authorized Improvements. All costs of the District shall be paid by and apportioned to the District, and not to the City, as a whole.

Section 8. Management of the District. The Petitioner requests that the District be managed by the City with, at the City’s option, the assistance of a third-party administrator hired by the City and paid for as part of the administrative costs of the District.

Section 9. Advisory Body. An advisory board may be established by the City to develop and recommend an improvement plan to the City Commission.

The signer of this petition requests the establishment of the District and this petition will be filed with the City Secretary in support of the creation of the District by the City Commission as herein provided.

[Signatures follow on next pages]

Wherefore, this Petition satisfies all of the requirements of the Code for the creation of the District, and the Petitioner respectfully request the City create the District and include the Subject Property within such District, as described herein.

Respectfully submitted, this 14 day of September 2022.

PETITIONER:

**SOMERSET LAND
DEVELOPMENT, LLC**

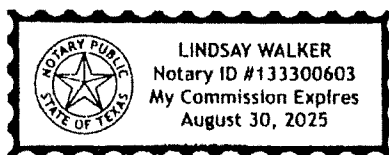
BY: _____

Wiley McIlwain

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF KLEBERG §

This instrument was acknowledgment before me on this 14th day of September, 2022 by Wiley McIlwain.



Lindsay Walker
Notary Public, State of Texas

Printed Name of Notary: Lindsay Walker

Commission Expiration: 8/30/25



Job No. 43534.C2.00

May 5, 2022

Exhibit A
54.53 Acre Tract

STATE OF TEXAS
COUNTY OF KLEBERG

Fieldnotes, for a 54.43 Acre Tract of Land, being comprised of three Tracts, a portion of a 27.21 Acre Tract (Called 27.22 Acre Tract) out of Lots 2 & 5, Section No. 21, Kleberg Town and Improvement Company's Subdivision, a map of which is recorded in Book A, Pg. 85, Map Records of Kleberg County, Texas, called 27.22 Acre Tract described in a Special Warranty Deed from Victoria Bank and Trust Company to Eddie Yaklin, recorded in Volume 79, Page 154, Official Records of Kleberg County, Texas, a 12.36 Acre Tract out of the John Clayton Addition, a map of which is recorded in Envelope 145, Map Records of Kleberg County, Texas, said 12.36 Acre Tract described in a Warranty Deed from Jose A. Mendoza and Alice G. Mendoza to Eddie L. Yaklin, recorded in Volume 157, Page 271, Official Records of Kleberg County, Texas, and a 29.83 Acre Tract (Called 31.09 Acre Tract) out of Lot 6, Section No. 21, Kleberg Town and Improvement Company's Subdivision, a map of which is recorded in Book A, Pg. 85, Map Records of Kleberg County, Texas, called 31.09 Acre Tract described in a Warranty Deed from Lorell M. Ryan to Eddie Yaklin, recorded in Volume 427, Page 740, Official Records of Kleberg County, Texas; said 54.53 Acre Tract being more fully described as follows:

Beginning, at a 5/8 Inch Iron Rod with red plastic cap stamped "URBAN ENGR CCTX" Set, on the East boundary line of a 27.22 Acre Tract of Land as described in a Warranty Deed with Vendor's Lien from Dawn Marie Hensley to Thomas Best and Glenda Best, recorded in Volume 487, Page 386, Official Records of Kleberg County, Texas, being the Northwest corner of a 20 Foot wide Drainage Easement as shown on the recorded plat of Manning Place, a map of which is recorded in Envelope 117, Plat Cabinet 1, of the said Map Records, for the Southwest corner of the said 29.83 Acre Tract and a Southwest corner of this Tract;

Thence, North 00°52'59" West, with the common boundary line of the said 27.22 Acre Tract and the said 29.83 Acre Tract, 1118.82 Feet, to a 5/8 Inch Iron Rod with red plastic cap stamped "URBAN ENGR CCTX" Set, being the Northeast corner of the said 27.22 Acres, the West boundary line of the said 29.83 Acres, the Southeast corner of the said 27.21 Acres and for an inner ell corner of this Tract, from **Whence** a 5/8 Inch Iron Rod Found, bears North 48°37'05" West, 2.99 Feet;

Thence, South 89°06'04" West, with the common boundary line of the said 27.22 Acre Tract and the said 27.21 Acre Tract, 276.60 Feet, to a 5/8 Inch Iron Rod with a red plastic cap stamped "URBAN ENGR CCTX" Set, for a corner of this Tract, from **Whence**, a 5/8 Inch Iron Rod Found, for the Southwest corner of the said 27.21 Acre Tract bears, South 89°06'04" West, 842.75 Feet;

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Page 1 of 4

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www.urbaneng.com
TBPE Firm # 145 • TBPLS Firm # 10032400

Thence, North 00°57'56" West, over and across the said 27.21 Acre Tract, 768.72 Feet, to a 5/8 Inch Iron Rod with a red plastic cap stamped "URBAN ENGR CCTX" Set, for an inner ell corner of this Tract;

Thence, South 89°06'04" West, over and across the said 27.21 Acre Tract, 842.75 Feet, to a 5/8 Inch Iron Rod with a red plastic cap stamped "URBAN ENGR CCTX" Set, on the West boundary line of the said 27.21 Acre Tract, for an outer corner of this Tract;

Thence, North 00°57'56" West, with the West boundary line of the said 27.21 Acres, at 285.19 Feet, pass a 5/8 Inch Iron Rod with plastic cap stamped "RPLS 1963" Found in concrete, in all 291.28 Feet, to a 5/8 Inch Iron Rod with red plastic cap stamped "URBAN ENGR CCTX" Set, being the Southwest corner of Lot 1, Burris Acres, a map of which is recorded in Volume 2, Page 45, of the said Map Records, for the Northwest corner of the said 27.21 Acres and of this Tract;

Thence, North 89°06'04" East, with the common boundary line of Lots 1-5, of the said Burris Acres and the said 27.21 Acres, 1117.40 Feet, to a 5/8 Inch Iron Rod with a red plastic cap stamped "URBAN ENGR CCTX" Set, on the West boundary line of a 16.73 Acre Tract as described in a Special Warranty Deed from Goldia Burroughs Hubert to Goldia Burroughs Hubert and Laverne Patrick Hubert, recorded in Document No. 308415, of the said Official Records, being the Southeast corner of the said Lot 5, Burris Acres, the Northeast corner of the said 27.21 Acres and for an outer ell corner of this Tract;

Thence, South 01°03'44" East, with the common boundary line of the said 16.73 Acres and the said 27.21 Acres, 188.12 Feet, to a 5/8 Inch Iron Rod with red plastic cap stamped "URBAN ENGR CCTX" Set, on the East boundary line of the said 27.21 Acres, for the common corner of the said 16.73 Acres, the said 12.36 Acres and of this Tract, from **Whence** a 5/8 Inch Iron Rod Found, bears North 43°21'41" East, 3.26 Feet;

Thence, North 88°56'16" East, with the common boundary line of the said 16.73 Acres and the said 12.36 Acres, 639.51 Feet, to a 5/8 Inch Iron Rod with plastic cap stamped "TEXAS GEO TECH" Found, on the South boundary line of the said 16.73 Acres, for the common corner of Lot A, John Clayton Addition, a map of which is recorded in Envelope 145, of the said Map Records, the said 12.36 Acres and of this Tract;

Thence, South 01°03'44" East, with the common boundary line of Lots A and B, of the said John Clayton Addition and the said 12.36 Acres, at 350.00 Feet, pass a 5/8 Inch Iron Rod Found, being the common corner of the said Lots A and B, in all 700.00 Feet, to a 5/8 Inch Iron Rod Found, for the common corner of the said Lot B, the said 12.36 Acres and for an inner ell corner of this Tract;

Thence, North 88°56'16" East, with the common boundary line of the said Lot B and the said 12.36 Acres, 622.30 Feet, to the West Right-of-Way line of F.M. 1717, a public roadway, the common corner of the said Lot B, the said 12.36 Acres and for a Northeast corner of this Tract, from **Whence** a 5/8 Inch Iron Rod Found, bears North 28°09'42" West, 0.22 Feet;

Thence, South 01°01'10" East, with the common boundary line of the said F.M. 1717, the said 12.36 Acres and the said 29.83 Acres, 146.44 Feet, to a 5/8 Inch Iron Rod with red plastic cap stamped "URBAN ENGR CCTX" Set, on the said Right-of-Way line, for a common corner of Lot 5, Block 2, Manning Place, a map of which is recorded in Volume 106, Page 4, Envelope 24, of the said Map Records, the said 29.83 Acres and of this Tract, for the beginning of a non-tangent curve to the Left, having a delta of 90°45'23", a radius of 15.00 Feet, an arc length of 23.76 Feet, and a chord which bears North 45°41'58" West, 21.35 Feet;

Thence, with the common boundary line of the said Lot 5, the said 29.83 Acres and the said non-tangent curve to the Left, 23.76 Feet, to a 5/8 Inch Iron Rod Found, for a common corner of the said Lot 5, the said 29.83 Acres and of this Tract;

Thence, South 88°55'20" West, with the said common boundary line, 202.62 Feet, to a 1/2 Inch Iron Rod Found, being the common corner of the said Lot 5, the said 29.83 Acres and for an inner ell corner of this Tract;

Thence, South 00°57'57" East, with the common boundary line of Lots 1-5, Block 2, of the said Manning Place and the said 29.83 Acres, at 120.00 Feet, pass a 5/8 Inch Iron Rod Found (In Pipe), being the common corner of the said Lots 4 and 5, in all 600.20 Feet, to a 5/8 Inch Iron Rod with red plastic cap stamped 'URBAN ENGR CCTX' Set, being the common corner of the said Lot 1, Block 2, the said 29.83 Acres and for the inner ell corner of this Tract;

Thence, North 88°55'20" East, with the common boundary line of the said Lot 1, Block 2 and the said 29.83 Acres, 204.66 Feet, to a 5/8 Inch Iron Rod with red plastic cap stamped 'URBAN ENGR CCTX' Set, being the common corner of the said Lot 1, Block 2, the said 29.83 Acres and of this Tract, for the beginning of a circular curve to the Left, having a delta of 90°36'13", a radius of 15.00 Feet, an arc length of 23.72 Feet, and a chord which bears North 44°13'27" East, 21.32 Feet;

Thence, with the common boundary line of the said Lot 1, the said 29.83 Acres and the said circular curve to the Left, 23.72 Feet, to a 5/8 Inch Iron Rod with red plastic cap stamped 'URBAN ENGR CCTX' Set, on the said Right-of-Way line, for a common corner of the said Lot 1, the said 29.83 Acres and of this Tract;

Thence, South 00°10'52" East, with the common boundary line of the said Right-of-Way line and the said 29.83 Acres, 90.41 Feet, to a 5/8 Inch Iron Rod with red plastic cap stamped 'URBAN ENGR CCTX' Set, on the said Right-of-Way line, being a common corner of Lot 14, Block 1, of the said Manning Place, the said 29.83 Acres and of this Tract, for the beginning of a non-tangent curve to the Left, having a delta of 90°45'23", a radius of 15.00 Feet, an arc length of 23.76 Feet, and a chord which bears North 45°36'26" West, 21.35 Feet;

Thence, with the common boundary line of the said Lot 14, the said 29.83 Acres and the said non-tangent curve to the Left, 23.76 Feet, to a 5/8 Inch Iron Rod with red plastic cap stamped 'URBAN ENGR CCTX' Set, for a common corner of the said Lot 14, the said 29.83 Acres and of this Tract;

Thence, South 89°00'53" West, with the said common boundary line, 203.55 Feet, to a 5/8 Inch Iron Rod with red plastic cap stamped 'URBAN ENGR CCTX' Set, for a common corner of the said Lot 14, the said 29.83 Acres and of this Tract;

Thence, South 00°57'57" East, with the common boundary line of Lots 11-14, of the said Block 1 and the said 29.83 Acres, at 250.00 Feet, pass a 5/8 Inch Iron Rod Found, on the common corner of the said Lots 12 and 13, in all 499.50 Feet, to the North boundary line of Lot 9, Block 1, Manning Places, a map of which is recorded in Envelope 117, Plat Cabinet 1, of the said Map Records, the Southwest corner of the said Lot 11, for the Southeast corner of the said 29.83 Acres and of this Tract, from Whence a 5/8 Inch Iron Rod Found, bears South 20°36'49" West, 0.29 Feet;

Thence, South 88°56'43" West, with the common boundary line of Lots 1-9, Block 1, of the said Manning Place, the said 20 Foot wide Drainage Easement and the said 29.83 Acres, 1045.47 Feet, to the Point of Beginning, containing 54.53 Acres (2,375,400 Sq. Ft) of Land, more or less.

Grid Bearings and Distances shown hereon are referenced to the Texas Coordinate System of 1983, Texas South Zone 4205, and are based on the North American Datum of 1983(2011) Epoch 2010.00.

Unless this fieldnotes description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy. *Also reference accompanying sketch of tract described herein.*

URBAN ENGINEERING

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

Brian D. Lorentson, R.P.L.S.
License No. 6839

\\Urbanfs03\Data\Surveying\43534\C200\OFFICE\METES AND BOUNDS\EX43534C200_54.53Ac_PID Boundary.Docx
Page 4 of 4

OFFICE: (361)854-3101 2725 SWANTNER DR. • CORPUS CHRISTI, TEXAS 78404 FAX (361)854-6001
www.urbaneng.com
TBPE Firm # 145 • TBPLS Firm # 10032400

Page 7 of 10



Job No. 43534.C2.02
August 01, 2022

Exhibit A
4.16 Acre Tract

STATE OF TEXAS
COUNTY OF KLEBERG

Fieldnotes, for a 4.16 Acre Tract of Land, being all of Lots 1 and 2, Burris Acres, a map of which is recorded in Volume 2, Page 45, of the Map Records of Kleberg County, Texas, SAVE AND EXCEPT a portion of the said Lot 2, as described in a Warranty Deed from Barbara E. Goetsch to Jose M. Graveley and Evelyn Graveley, recorded in Document Number 316331, of the Official Records of Kleberg County Texas; said 4.16 Acre Tract more fully described as follows:

Beginning, at a 5/8 Inch Iron Rod with a red plastic cap stamped "URBAN ENGR CCTX" Set, on the apparent South Right-of-Way line of FM 1356 (commonly known as General Cavazos Boulevard), a 200 Foot wide public roadway, for the Northwest corner of the said Lot 1, the said Burris Acres and for this Tract;

Thence, North 89°00'44" East, with the said South Right-of-Way line, the North Boundary line of the said Lot 1, 282.16 Feet, to a 5/8 Inch Iron Rod Found, being the Northeast corner of the said Lot 1, for the Northwest corner of the said Lot 2 and the Northwest corner of the said Save and Except Tract granted to Jose M. Graveley and Evelyn Graveley;

Thence, South 01°01'01" East with the common boundary line of the said Lot 1 and 2, and the said Graveley Tract, 200.00 Feet, to a 5/8 Inch Iron Rod with a red plastic cap stamped "URBAN ENGR CCTX" Set, being the Southwest corner of the said Graveley Tract and for an inner ell corner of this Tract;

Thence, over and across the said Lot 2, with the boundary of the said Graveley Tract and this Tract as follows:

- North 89°00'44" East, 120.00 Feet, to a 5/8 Inch Iron Rod with a red plastic cap stamped "URBAN ENGR CCTX" Set, being the Southeast corner of the said Graveley Tract and for an inner ell corner of this Tract;
- North 01°01'01" West, 200.00 Feet, to a 5/8 Inch Iron Rod Found, on the common boundary line of the said South Right-of-Way line and the said Lot 2, being the Northeast corner of the said Graveley Tract and for an outer ell corner of this Tract;

Thence, North 89°00'44" East, with the said common boundary line, 88.62 Feet, to a 5/8 Inch Iron Rod Found, being the Northwest corner of Lot 3, of the said Burris Acres, for the Northeast corner of the said Lot 2 and for this Tract;

Thence, South 01°01'01" East, with the common boundary line of the said Lots 2 and 3, at 417.28 Feet, pass a 5/8 Inch Iron Rod Found, in all 418.14 Feet, to a point on the North boundary line of 27.21 Acre Tract (Called 27.22 Acre Tract) out of Lots 2 & 5, Section No. 21, Kleberg Town and Improvement Company's Subdivision, a map of which is recorded in Book A, Pg. 85, Map Records of Kleberg County, Texas, called 27.22 Acre Tract described in a Special Warranty Deed from Victoria Bank and Trust Company to Eddie Yaklin, recorded in Volume 79, Page 154, Official Records of Kleberg County, Texas, being the Southwest corner of the said Lot 3, for the Southeast corner of the said Lot 2 and for this Tract;

Thence, South 89°06'04" West, with the common boundary line of the said Lots 1 and 2, and the said 27.21 Acre Tract, 490.78 Feet, to a 5/8 Inch Iron Rod with a red plastic cap stamped "URBAN ENGR CCTX" Set, being the Northwest corner of the said 27.21 Acre Tract, for the Southwest corner of the said Lot 1, and for this Tract;

Thence, North 01°01'01" West, with the West boundary line of the said Lot 1, at 414.20 Feet, pass a 5/8 Inch Iron Rod in Concrete Found, in all 417.38 Feet, to the **Point of Beginning**, containing 4.16 Acres (181,027 SqFt) of Land, more or less.

Grid Bearings and Distances shown hereon are referenced to the Texas Coordinate System of 1983, Texas South Zone 4205, and are based on the North American Datum of 1983(2011) Epoch 2010.00.

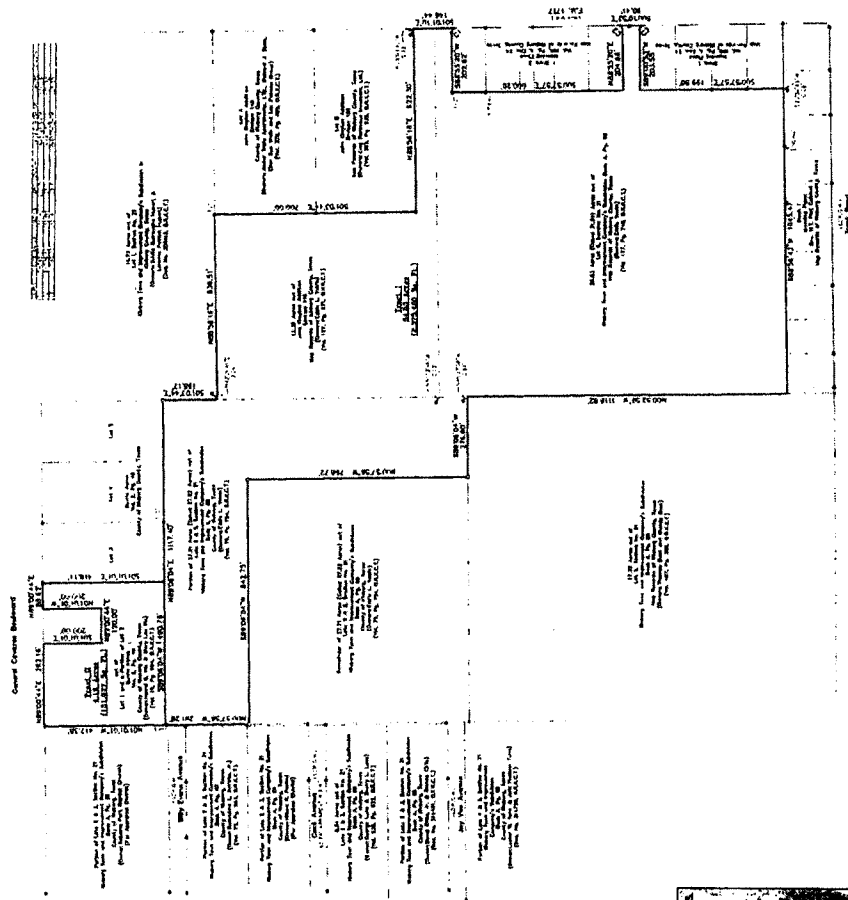
Unless this fieldnotes description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy. *Also reference accompanying sketch of tract described herein.*



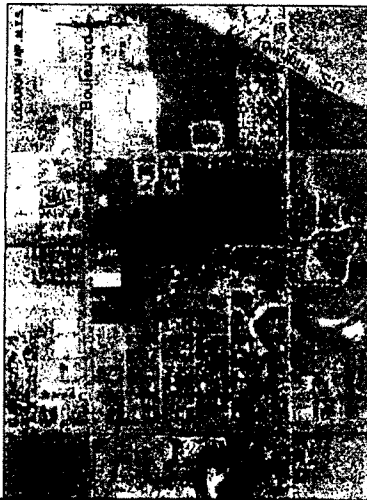
URBAN ENGINEERING

A handwritten signature in black ink that reads "Brian D. Lorentson". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Brian D. Lorentson, R.P.L.S.
License No. 6839



THE UNIVERSITY OF CHICAGO
 1207 EAST 58TH STREET, CHICAGO, ILL. 60637
 TEL: 773-707-3400 FAX: 773-707-3401
 WWW: WWW.CHICAGO.EDU

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EXHIBIT B

MAP

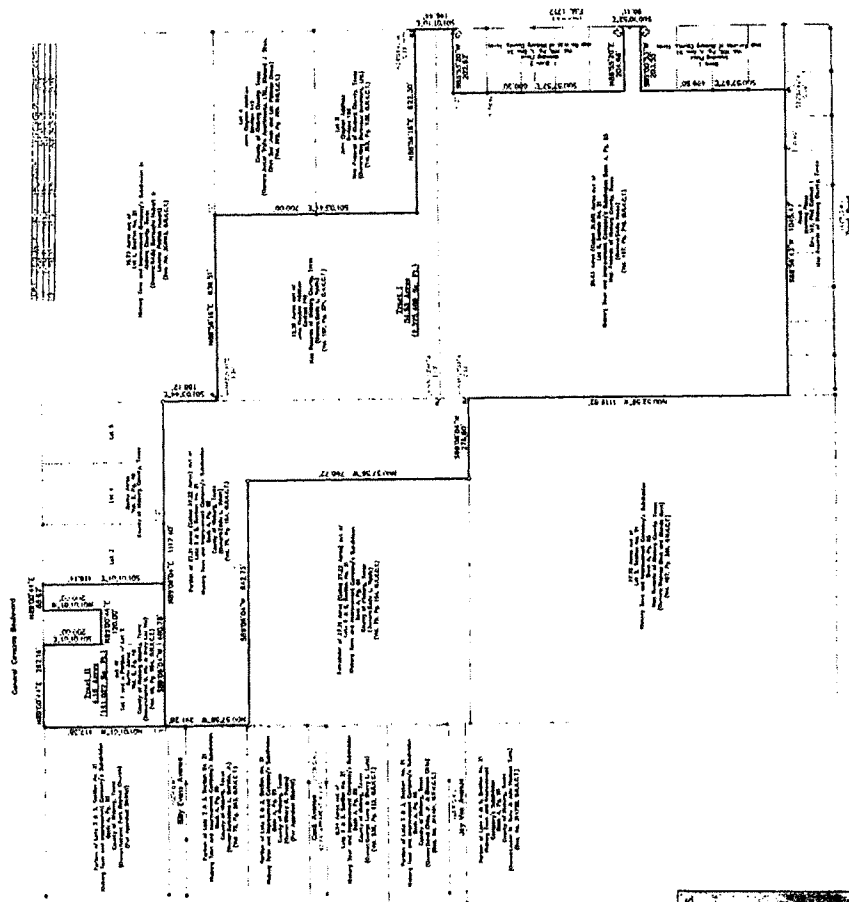
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EXHIBIT C
Notice of Public Hearing

NOTICE OF PUBLIC HEARING OF THE CITY COMMISSION OF THE CITY OF KINGSVILLE TO CONSIDER THE ADVISABILITY OF THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT WITHIN THE CITY TO MAKE CERTAIN IMPROVEMENTS OVER CERTAIN PROPERTIES LOCATED WITHIN THE CITY

NOTICE IS HEREBY GIVEN THAT the City Commission of City of Kingsville, Texas (the "City"), pursuant to Chapter 372.005 Local Government Code, as amended, (the "Act"), will hold a public hearing at 5:00 p.m. on Monday, October 24, 2022, at City Hall, 400 West King Ave, Kingsville, Texas 78363, for the purpose of considering the establishment of a public improvement district to be located within the City.

In accordance with the Act, the City Secretary has received petitions (the "Petitions") from certain property owners within the City (the "Petitioner") that request the establishment of a public improvement district for the Somerset development within the City.

The Petitions and the legal description of the properties to be included in the public improvement district is on file and open for public inspection in the office of the City Secretary at the address stated above. The public hearing is being held with respect to the advisability of creating a public improvement district for the Somerset development and the Authorized Improvements (as defined below) to be made therein.

General Nature of the Authorized Improvements: The purpose of the public improvement district is to provide funds for public improvement projects authorized by the Act that are necessary for development of District property, which public improvements will include: onsite roads (including, but not limited to a collector road) and associated utility improvements (water, sewer, drainage), offsite sewer extension (and if needed, offsite roads, water, and drainage), onsite public improvements for residential lots (sewer, water, streets, and drainage), the improvement and construction of water, sanitary sewer, drainage, dry utilities (gas and electric), detention ponds, storm sewer, road, landscaping in public rights of way, or sidewalks, right of way acquisition costs, easement acquisition costs, appraisal costs, geotechnical and hydrological engineering costs, environmental inspections/testing/and remediation costs, well plugging costs, demolition costs, floodplain reclamation costs, tree mitigation costs, park/entry/amenity improvement costs, including any cost or expense of purchasing, constructing, maintaining, acquiring, owning, operating, repairing, leasing, improving, extending, or paying for inside (i.e. onsite) and outside (i.e. offsite) the district boundaries; flood plain and wetlands regulation and endangered species permits, stormwater permits, including mitigation; and all works, improvements, facilities, plants, equipment, appliances, interest in property, and contract rights needed thereof, and administrative facilities needed in connection therewith, related surveying, engineering, and legal fees, costs and expenses, and all rights of way and other interests in land necessary or convenient in connection therewith, as well as reasonable contingencies, associated with the costs of public improvements (collectively, the "Authorized Improvements"). Further, the public improvements financed by the District may include public improvements in compliance with Chapter 372 and in accordance with governing laws. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

Estimated Cost of the Authorized Improvements: The estimated cost to fund the Authorized Improvements is \$25,000,000.

Boundaries of the Proposed District: The public improvement district would include the Property as depicted in Exhibit A.

Proposed Method of Assessment for the Public Improvement District. The City shall levy assessments on each lot within the public improvement district in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including accrued and unpaid interest), and certain assessments may be paid in annual installments (including interest and debt). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed in part by the assessment and must continue for a period necessary to retire the indebtedness on those Authorized Improvements (including interest).

Proposed Apportionment of Costs between the District and the City for the Public Improvement District. All of the costs of the Authorized Improvements will be paid from assessments levied on properties in the public improvement district and/or from other sources of funds, if any, available to the Petitioners, including lawfully available funds of the City from the sources and in the amounts as directed by the City Commission.

All interested persons are invited to attend such public hearing to express their views with respect to the establishment of a public improvement district for the Somerset development and the Authorized Improvements to be made therein.

Any interested persons unable to attend the hearing may submit their views in writing to Mary Valenzuela, City Secretary at mvalenzuela@cityofkingsville.com prior to the date scheduled for the hearing.

This Notice of Public Hearing is given and the public hearing is being held pursuant to the requirements of the Act.

GIVEN THIS 26th day of September,
2022.

CITY OF KINGSVILLE, TEXAS

C-1

EXHIBIT A

Boundaries

Approximately 58 acres located in the City of Kingsville, bound by General Cavazos Blvd., Brahma Blvd., and E. Trant Rd. A full description of the boundaries of the proposed Somerset Public Improvement District Number 1 is available at City Hall, 400 West King Ave., Kingsville, Texas 78363.

CONSENT AGENDA

AGENDA ITEM #1



CITY OF KINGSVILLE LEGAL DEPARTMENT

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

Date: October 17, 2022

To: City Commission Members

From: Courtney Alvarez, City Attorney

Re: ERCOT Membership Renewal

AGENDA ITEM: Consider joining the Electric Reliability Council of Texas ("ERCOT") for 2023.

ISSUE: The City received notice that the ERCOT membership applications for 2023 are due by November 18, 2022, and it has been recommended that we join to give cities greater representation in ERCOT and on ERCOT's policy-making boards.

BACKGROUND: The City has been a member of ERCOT each year since 2009. ERCOT has begun accepting membership applications for 2022. In order to vote in the upcoming ERCOT elections, our city must be a member of ERCOT by November 18 2022.

Since 2008, cities succeeded in placing city representatives on ERCOT's Board of Directors and on the Technical Advisory Committee due to their strong presence at ERCOT. ERCOT is an important arena in the effort to ensure that electricity rates in the deregulated Texas market are reasonable and stable. ERCOT membership is a straightforward way to influence electric market policy and costs \$100 to join. Membership in ERCOT gives the consumer presence greater clout at ERCOT and allows us to vote for city representatives to serve on ERCOT's most important policy-making bodies.

REQUIRED COMMISSION ACTION: Authorize staff to submit an application to join ERCOT for 2023 that includes payment of a \$100 membership fee.

FUNDING: Funds are available in the General Fund-City Special account.

CONCLUSION & RECOMMENDATION: Authorize staff to submit an application to join ERCOT for 2023.



**ELECTRIC RELIABILITY COUNCIL OF TEXAS, INC.
MEMBERSHIP APPLICATION AND AGREEMENT FOR MEMBERSHIP YEAR 2023**

This Membership Application and Agreement for Membership Year 2023 (Agreement) is made and entered into by and between Electric Reliability Council of Texas, Inc. (ERCOT) and City of Kingsville, Texas (Applicant). In consideration of the mutual covenants contained herein Applicant hereby submits its application for ERCOT Membership (Membership) and agrees to be bound by the obligations of Membership as further described herein and the ERCOT Bylaws. ERCOT will review this application and will provide Member services and benefits described herein, subject to the terms and conditions of this Agreement and the ERCOT Bylaws, provided that Applicant meets the requirements to become an ERCOT Member (Member). This Agreement shall be effective as of the date that ERCOT provides written notice approving this application for Membership Year 2023 (Effective Date). Please note that being registered as a Market Participant is independent from being a Member. Membership is completely optional and does not interfere with your Market Participant status.

Capitalized terms that are not defined in this Agreement shall have the meaning as defined in the ERCOT Bylaws, as amended from time to time.

A. Membership Application Information.

1. Legal Name of Applicant.

Provide full corporate name and, if applicable, assumed "doing business as" name, of Applicant applying for Membership.

City of Kingsville, Texas

2. Type of Membership.

Select **ONE** of three available types of Membership below (that is, Corporate, Associate or Adjunct).

Members who are Affiliates (as defined in the ERCOT Bylaws) may hold only one Corporate Membership among such Members.

Other applicants applying for additional ERCOT Memberships, such as an Associate Membership, must use a separate Agreement for each Membership.

The applicable Annual Member Dues listed below for each Membership type provide Corporate Members with rights pursuant to the ERCOT Bylaws and entitle Members to services ERCOT provides such as hosting ERCOT meetings, providing Members with necessary information and such other Member services as ERCOT may from time-to-time offer.

☒ **Corporate.** Voting. \$2,000 per Membership Year (except Residential and Commercial Consumer Members' Annual Member Dues are \$100 per Membership Year). Corporate Membership includes the right to vote on matters submitted to the general Membership, such as election of Technical Advisory Committee (TAC) Representatives and TAC subcommittee representatives.

☐ **Associate.** Non-voting. \$500 per Membership Year (except Residential and Commercial Consumer Members' Annual Member Dues are \$50 per year). Associate Membership does not provide any voting rights for matters submitted to the general Membership. However, an Associate Member may be elected by Corporate Members to serve as a voting member of TAC or a TAC subcommittee.

☐ **Adjunct.** Non-voting. \$500 per Membership Year. Applicants not meeting the Segment requirements for Membership may join as Adjunct Members upon Board of Directors approval. Adjunct Membership does not provide any voting rights for matters submitted to the general Membership nor any right to be elected or appointed to TAC or a TAC subcommittee. Adjunct Members shall be bound by the same obligations as other Members.

3. **Payment of Annual Member Dues.**

The applicable Annual Member Dues must be paid and received by ERCOT by the Record Date, as determined pursuant to the ERCOT Bylaws and defined in Section B.3. below, in order for the Member to participate in the elections for the Membership Year 2023. **ERCOT has reduced staff available onsite to receive, distribute, and manage incoming postal mail, deliveries, faxes on a daily basis. As such, all Annual Member Dues shall be submitted by wire transfer. Please contact ERCOT at membership@ercot.com for electronic funds transfer instructions.**

4. **Segment Eligibility.**

Check **ONE** Segment designation, as further described in the ERCOT Bylaws, for which Applicant believes in good faith that Applicant is eligible.

☒ **Consumer.** Any entity meeting the definition for Residential Consumers, Commercial Consumers or Industrial Consumers as set forth in the ERCOT Bylaws.

Check **ONE** Subsegment designation:

☐ **Residential Consumer.** The appointed Board Director representing residential consumer interests, an organization or agency representing the interests of residential consumers in the ERCOT Region, or the Residential Consumer TAC Representative.

☐ **Small Commercial Consumer.** A commercial consumer having a peak demand of 1000 KW or less (or an organization representing such consumers).

☒ **Large Commercial Consumer** A commercial consumer having a peak demand greater than 1000 KW.

☐ **Industrial Consumer.** An industrial consumer with at least one meter with average monthly demand greater than 1 megawatt consumed within the ERCOT Region engaged in an industrial process.

An entity applying for ERCOT membership as a Residential Consumer, Small Commercial Consumer or Large Commercial Consumer is ineligible if that entity has interests in the electric industry in any other capacity than as an end-use consumer or represents the interests of another entity that has interests in the electric industry in any other capacity than as an end-use consumer.

☐ **Cooperative.** An Entity operating in the ERCOT Region that is:

- (i) A corporation organized under Chapter 161 of the Texas Utilities Code or a predecessor statute to Chapter 161 and operating under that chapter;
- (ii) A corporation organized as an electric cooperative in a state other than Texas that has obtained a certificate of authority to conduct affairs in the State of Texas;
- (iii) A cooperative association organized under Chapter 251 of the Texas Business Organizations Code or a predecessor to that statute and operating under that statute; or
- (iv) A River Authority as defined in Tex. Water Code §30.003.

☐ **Independent Generator.** Any entity that is not a Transmission and Distribution Entity (T&D Entity) or an Affiliate of a T&D Entity and that (i) owns or controls generation of at least 10 MW in the ERCOT Region; or (ii) is preparing to operate and control generation of at least 10 MW in the ERCOT Region, and has approval of the appropriate governmental authority, has any necessary real property rights, has given the connecting transmission provider written authorization to proceed with construction and has provided security to the connecting transmission provider.

☐ If Applicant is a Member in the Independent Generator segment for the current Membership Year, check this box to confirm that as of the date of this Application, Applicant and/or one or more Affiliates is registered as a Power Generation Company (PGC) with the Public Utility Commission of Texas (PUCT) with respect to generation of at least 10 MW in the ERCOT Region.

If Applicant is **not** a Member in the Independent Generator segment for the current Membership Year, please include with this Application a copy of PGC registration(s) with the PUCT for Applicant and/or its Affiliates for generation of at least 10 MW in the ERCOT Region.

☐ **Independent Power Marketer.** Any entity that is not a T&D Entity or an Affiliate of a T&D Entity and is registered at the PUCT as a Power Marketer to serve in the ERCOT Region.

☐ **Independent Retail Electric Provider (REP).** Any entity that is certified by the PUCT to serve in the ERCOT Region as a Retail Electric Provider under PURA §39.352 and that is not an Affiliate of a T&D Entity.

☐ **Aggregator.** For purposes of Segment classification, an aggregator may register to participate in this Segment if unable to qualify in any other Segment.

☐ **Investor-Owned Utility.**

- (i) An investor-held, for-profit “electric utility” as defined in PURA §31.002(6) that:
 - (a) Operates within the ERCOT Region;
 - (b) Owns 345 kV interconnected transmission facilities in the ERCOT Region;
 - (c) Owns more than 500 pole miles of transmission facilities in the ERCOT Region; or
 - (d) Is an Affiliate of an entity described in (a), (b) or (c); or
- (ii) A public utility holding company of any such electric utility.

☐ **Municipal.** An entity operating in the ERCOT Region that owns or controls transmission or distribution facilities, owns or controls dispatchable generating facilities, or provides retail electric service and is either:

- (i) A municipally owned utility as defined in PURA §11.003 or
- (ii) A River Authority as defined in Tex. Water Code §30.003.

5. Identification of Applicant's Designated Representative and Designated Representative Alternate.

a. Designated Representative.

ERCOT requires Applicant to designate an official representative in order for ERCOT to conduct ERCOT's corporate business (that is, for ERCOT to provide notice to each of its Members and for Members to participate and/or vote at Membership meetings, as applicable). Applicant identifies its designated representative for required notices to ERCOT Members, participation in meetings of the Corporate Members and voting issues, as applicable, as follows:

Name: Courtney Alvarez
Title: City Attorney
Address: P.O. Box 1458
City, State, Zip: Kingsville, TX 78364
Phone: (361) 595-8016
Email: calvarez@cityofkingsville.com

b. Designated Representative Alternate.

In the event that ERCOT is unable to contact Applicant's designated representative for any reason after reasonable attempts, Applicant identifies a designated representative alternate to receive required notices to ERCOT Members and to participate in meetings of the Corporate Members and voting issues, as applicable, as follows:

Name: Mark McLaughlin
Title: City Manager
Address: P.O. Box 1458
City, State, Zip: Kingsville, TX 78364
Phone: (361) 595-8002
Email: mmclaughlin@cityofkingsville.com

6. **Identification of Other Members who are Affiliates of Applicant.**

Applicant identifies other ERCOT Memberships held by Applicant or Affiliates of Applicant, if any (attach extra pages if necessary) as:

(a) Member name: _____
Segment: _____

(b) Member name: _____
Segment: _____

(c) Member name: _____
Segment: _____

B. Membership Agreement.

1. **Membership.** Any entity that qualifies for any of the Segment definitions set forth in the ERCOT Bylaws is eligible for Membership. Members must be an organization that either operates in the ERCOT Region or represents consumers within the ERCOT Region as provided in the ERCOT Bylaws. Members may join as a Corporate, Associate or Adjunct Member subject to the criteria set forth in the ERCOT Bylaws. Applicants must apply for Membership through an authorized officer or agent.

2. **Term.** The Membership Year 2023 begins on January 1, 2023, and ends on December 31, 2023. The term of this Agreement begins on the Effective Date and ends on December 31, 2023.

3. **Record Date.** The record date for Membership Year 2023 is Friday, November 18, 2022 (Record Date). Only applicants who have been approved as Corporate Members for Membership Year 2023 as of the Record Date shall be provided notice of the Annual Membership Meeting on December 20, 2022.

4. **Membership Dues.** Annual Member Dues are provided in the ERCOT Bylaws. Any change in or waiver of Annual Member Dues must be approved pursuant to the procedures set forth in the ERCOT Bylaws. Any change in Member Dues for a particular category of Members shall automatically become effective as to all ERCOT Members without the necessity of amending this Agreement.

All Memberships must be renewed annually. Annual Member Dues renewals shall be due by the Record Date for the Annual Membership Meeting. Annual Member Dues will not be prorated.

Any Applicant may request that the Member's Annual Member Dues be waived for good cause shown.

5. **Application for Membership.** Applicant must submit the following items in order to apply for Membership:

- (i) Payment of the applicable Annual Member Dues;
- (ii) A copy of this Agreement, signed by an authorized representative of Applicant; and
- (iii) For Independent Generator segment applicants that are not Members in the Independent Generator segment for the current Membership Year, a copy of PGC registration(s) with the PUCT for Applicant and/or its Affiliates for generation of at least 10 MW in the ERCOT Region.

For the reasons stated in Paragraph 3, all Annual Member Dues shall be submitted by wire transfer and all signed Applications for Membership shall be submitted by email to membership@ercot.com.

Upon receipt of payment and a signed copy of this Agreement, ERCOT will promptly notify Applicant of Membership status in writing, whether approved or not.

6. **Change of Designated Representative or Designated Representative Alternate.** All ERCOT Members shall maintain current contact information on file with ERCOT for their designated representative and designated representative alternate. An ERCOT Member may change its designated representative or designated representative alternate at any time by written request of a duly authorized representative of the ERCOT Member submitted to the ERCOT Legal Department at membership@ercot.com.

7. **Changes in Affiliates.** All ERCOT Members are required to notify ERCOT of any changes in their Affiliates in accordance with the ERCOT Bylaws.

8. **Suspension and Expulsion.** All ERCOT Members shall abide by the ERCOT Bylaws, as they may be amended from time to time, and any other rule or regulation duly adopted by the Board of Directors. Any ERCOT Member who violates any provision of this Agreement, the ERCOT Bylaws, or any other rule or regulation duly adopted by the Board of Directors may be reprimanded, suspended, and/or expelled in accordance with procedures adopted by the Board of Directors or set forth in the ERCOT Bylaws. Such action will affect all entities deriving Membership privileges through such ERCOT Member. Suspension and expulsion are cumulative and non-exclusive remedies that may be pursued against Applicant or any other ERCOT Member in addition to any other remedy available under the Standard Form Market Participant Agreement, any other agreement executed by the ERCOT Member, or any other applicable statutes, laws, rules, or regulations.

9. **Amendment.** This Agreement may be amended, modified, superseded, canceled, renewed, or extended and the terms and conditions hereof may be

waived only by a written instrument executed by both parties hereto or, in the case of a waiver, by the party waiving compliance.

10. **Governing Law.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas that apply to contracts executed in and performed entirely within the State of Texas, without reference to any rules of conflict of laws. Parties consent to the exclusive jurisdiction of Texas.

IN WITNESS WHEREOF, Applicant certifies that:

- (i) Applicant meets the requirements for ERCOT Membership in the Segment designated herein;
- (ii) All information provided herein is true and correct to the best of Applicant's knowledge;
- (iii) The signatory for Applicant is a representative authorized by Applicant with authority to bind Applicant contractually; and
- (iv) Through the signature of its authorized representative below, Applicant agrees to be bound by the terms of this Agreement, the ERCOT Bylaws, applicable ERCOT Protocols, and any other requirements duly adopted by the Board of Directors or required by the PUCT or applicable law.

APPLICANT

City of Kingsville, Texas

By: _____

Printed Name: Courtney Alvarez

Title: City Attorney

Date: 10/25/2022

REGULAR AGENDA

AGENDA ITEM #2



City Manager's Office

TO: Mayor and City Commissioners

CC:

FROM: City Manager

DATE: October 21, 2022

SUBJECT: Proposed Temporary Speed Limit on Northbound US 77 Frontage Road

Summary:

TxDOT is nearing completion of the frontage road along northbound US 77 from outside the City limits south of Kingsville to the General Cavazos Blvd. In order to effect new construction for the I-69 highway with overpasses, TxDOT will shift main lane traffic from US 77 northbound onto the frontage road northbound beginning November 16, 2022. The lanes will shift onto the frontage road south of the Kingsville City limits and shift back to the main US 77 lanes just prior to the General Cavazos Blvd. overpass.

Similar to the shift in traffic on the southbound lanes back in May 2022 and the subsequent speed study and adoption of a 45 mph interim speed limit, TxDOT has requested the City adopt a similar ordinance setting an interim speed limit for the northbound frontage road through the construction zone at 45 mph.

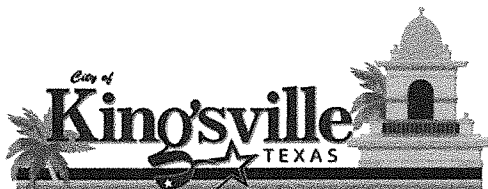
TxDOT will conduct a speed study to validate their expectations of a 45 mph speed limit the week of Nov 7-11. The 45 mph interim speed limit will be from the south City limit line north along the frontage road to General Cavazos Blvd.

Recommendation:

Staff is recommending to Commission the approval of the following:

- 1: Propose an interim speed limit during the October 24, 2022 Commission meeting for a 45 mph speed limit along the frontage road as described previously.
- 2: The City waits for the speed study to be completed and verify that TxDOT validates their 45 mph assumptions, then adopt the ordinance at the November 14 Commission meeting in time for the lane shifts on November 16.
- 3: If the speed study is delayed, the second reading of the ordinance shall be delayed until TxDOT validates their 45 mph interim speed limit with a speed study.

Financial Impact: None



ORDINANCE NO. 2022-_____

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES CHAPTER VII, ARTICLE 5, TRAFFIC SCHEDULES, SETTING THE SPEED LIMIT AT 45 MPH ON US HIGHWAY 77 BY-PASS NORTHBOUND FRONTAGE ROAD FROM THE SOUTHERN CITY LIMITS OF KINGSVILLE TO FM 1356 (GENERAL CAVAZOS BLVD.); PROVIDING FOR APPROPRIATE PENALTIES, FINES, AND FEES REGARDING THE REGULATION THEREOF; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, the Texas Department of Transportation (TxDOT) is responsible for the construction, maintenance, and traffic control on the roadway in question; and

WHEREAS, the roadway in question is owned by TxDOT who advises the plan to switch northbound traffic to the frontage road is close to occurring as they are nearing completion of construction of the frontage road and they conducted a traffic/speed study earlier this year on the southbound access road and want to maintain a consistent speed limit on the northbound access road and should complete a new speed study the week of November 7, 2022 on the new roadway; and

WHEREAS, TxDOT will already have reduced the northbound speed limit south of the city limits to 55mph which should make the transition to their new proposed 45mph speed limit easier; and

WHEREAS, TxDOT advised the City that they are now recommending an interim speed zone of 45 mph on the frontage road from the southern city limits of Kingsville to FM 1356 (General Cavazos Blvd.) for the northbound access road; and

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

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

I.

THAT Schedule I of Article 5: Traffic Schedules of Chapter VII, Traffic Code, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

§ 7-5 SCHEDULE I: SPEED LIMITS.

...
(B) U.S. and State Highways.

Street	Location	Speed	Ord. No.	Date Passed
...				
U.S. Highway No. 77 By-Pass southbound frontage road	Beginning at a point 702 feet south of FM 1356 (General Cavazos Blvd.) to the southern city limit	45 mph		
<u>U.S. Highway No. 77 By-Pass northbound frontage road</u>	<u>Beginning at the southern city limit to FM 1356 (General Cavazos Blvd.)</u>	<u>45 mph</u>		

...

Penalty, see §1-1-99.

II.

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

III.

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

IV.

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

INTRODUCED on this the 24th day of October, 2022.

PASSED AND APPROVED on this the ____ day of November, 2022.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #3

RESOLUTION #2022-__

RESOLUTION BY THE CITY COMMISSION OF THE CITY OF KINGSVILLE, TEXAS
AUTHORIZING EXECUTION OF A GRANT AGREEMENT WITH THE TEXAS WATER
DEVELOPMENT BOARD AND OTHER MATTERS RELATED THERETO

WHEREAS, the City of Kingsville, Texas (the "City") has previously submitted applications to the Texas Water Development Board for financial assistance to fund certain drainage projects of the City;

WHEREAS, the Texas Water Development Board made a commitment to provide financial assistance for TWDB Project No. 40192 in the form of a loan in the amount of \$399,000 and a grant in the amount of \$301,000 to the City to finance the drainage projects upon execution of the agreement; therefore

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

SECTION 1. Approval of the Grant Agreement. The Grant Agreement setting out the terms and conditions of the financial assistance between the Texas Water Development Board and the City are approved and the City's Designated Representatives identified below are authorized to execute the Grant Agreement on behalf of the City and the related Escrow Agreement required therein.

SECTION 2. Authorization for Execution. The City Commission of the City hereby authorizes the City Manager, or the Mayor of the City, each a Designated Representative of the City, to execute the Grant Agreement with the Texas Water Development Board for TWDB Project No. 40192 along with the Escrow Agreement.

SECTION 3. Effective Date. This Resolution shall become effectively immediately after its adoption.

PASSED AND APPROVED, this the 24th day of October, 2022.

ATTEST: By: /s/ Mary Valenzuela
City Secretary

By: /s/ Sam R. Fugate
Mayor

(Seal)



Grant Agreement Flood Infrastructure Fund

TEXAS WATER DEVELOPMENT BOARD

AND

CITY OF KINGSVILLE

KLEBERG COUNTY, TEXAS

TWDB COMMITMENT NO. G1001549

TWDB PROJECT NO. 40192

TWDB RESOLUTION NO. 22-073

City of Kingsville
TWDB COMMITMENT NO. G1001549
TWDB PROJECT NO. 40192
TWDB RESOLUTION NO. 22-073

GRANT AGREEMENT

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EXHIBITS

TWDB Resolution No. 22-073	EXHIBIT A
City of Kingsville's Resolution	EXHIBIT B
Project Schedule	EXHIBIT C
Project Budget	EXHIBIT D
Escrow Agreement	EXHIBIT E

**GRANT AGREEMENT
BETWEEN THE
TEXAS WATER DEVELOPMENT BOARD
AND THE
CITY OF KINGSVILLE**

WHEREAS, the City of Kingsville (City), located in Kleberg County, has filed an application with the Texas Water Development Board (TWDB) for financial assistance from the Flood Infrastructure Fund to finance a flood project identified as Project No. 40192; and

WHEREAS, on September 1, 2022 the TWDB determined that the City qualifies for financial assistance pursuant to Texas Water Code § 15.534 and the applicable Flood Intended Use Plan (FIUP) and agreed pursuant to the TWDB Resolution to:

- (a) provide a grant in the amount of \$301,000 to the City; and
- (b) provide financing in the amount of \$399,000 to be evidenced by the TWDB's proposed purchase of \$399,000 City of Kingsville, Texas Combination Tax and Subordinate Lien Revenue Certificates of Obligation, Taxable Series 2022; and

WHEREAS, the TWDB and the City are the Parties to this Agreement.

NOW, THEREFORE, the Parties mutually agree to adhere to the terms of this Agreement and to administer the Grant Funds provided through this Agreement in conformance with all applicable state and federal laws and regulations, the TWDB Resolution, TWDB guidance, and all terms and conditions set forth herein.

ARTICLE I. DEFINITIONS

The following terms, as used in this Agreement, have the meanings assigned below:

Agreement means this Grant Agreement and the attached exhibits.

Construction Account means an account dedicated to the payment of Project costs, as defined by 31 TAC § 363.2(8) and required by the TWDB Resolution.

Eligible Expenses means the expenses allowed by TWDB program requirements and authorized by the TWDB in the approved Project Budget. Expenses incurred prior to March 12, 2020, are not Eligible Expenses.

Escrow Account means an account established by the City that will be used to manage the Grant Funds in accordance with an escrow agreement acceptable to the Executive Administrator, which is attached hereto as **EXHIBIT E**, until the Executive Administrator authorizes the release of the Grant Funds to the Construction Account.

Executive Administrator means the Executive Administrator of the TWDB or a designated representative.

Force Majeure means a failure or delay in a Party's performance under this Agreement that is caused by acts of God, war, strike, fires, explosions, or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and that, by the exercise of all reasonable due diligence, such Party is unable to overcome.

Grant Funds means the amount of financial assistance from the TWDB under Commitment Number G1001549 in the amount of \$301,000 to finance the Project.

Obligations means the \$399,000 City of Kingsville, Texas Combination Tax and Subordinate Lien Revenue Certificates of Obligation, Taxable Series 2022, together with all authorizing documents, which evidence the portion of the financial assistance that requires repayment, identified as L1001548.

Outlay Report means TWDB form regarding the total amount of costs incurred relating to the Project for the specified period.

Parties or Party means TWDB and the City and their authorized successors and assignees.

Project means the project for which the TWDB is providing financial assistance under this Agreement and as further described in the TWDB Resolution and identified as Project No. 40192.

State means the State of Texas.

Surplus Funds means those grant funds remaining after the City has submitted final accounting to the Executive Administrator pursuant to 31 TAC § 363.42(a)(2)(C), including interest earned.

TAC means the Texas Administrative Code.

TWDB means the Texas Water Development Board.

TWDB Resolution means TWDB Resolution No. 22-073, dated September 1, 2022, approving the application for financial assistance filed by the City and authorizing the execution of this Agreement.

ARTICLE II. AUTHORITY AND RECITALS

2.1. AUTHORITY. This Agreement is authorized by Texas Water Code Chapter 15, Subchapter I and is also governed by Texas Water Code, Chapter 6; 31 TAC Chapter 363,

Subchapters A and D; and the TWDB Resolution.

2.2. RECITALS. The Parties agree that the following representations are true and correct and form the basis of this Agreement:

- A. The TWDB may provide financial assistance in the form of a grant for all or a portion of the Project costs in an amount that the TWDB has determined to be eligible.
- B. On September 1, 2022, TWDB considered an application filed by the City for financial assistance for a flood project. Based on the representations made by the City in that application, the TWDB adopted the TWDB Resolution in which the TWDB:
 - 1. determined that the City qualifies for a grant and is eligible for financial assistance; and
 - 2. made a commitment to provide financing through the purchase of bonds in an amount not to exceed \$399,000 for the planning, design, and construction of the Project and to provide a grant in an amount not to exceed \$301,000 as a grant without the expectation of repayment.
- C. The TWDB and the City enter this Agreement to memorialize and set forth the terms and conditions for the Grant Funds. The Executive Administrator is authorized to execute this Agreement on behalf of TWDB pursuant to TWDB Resolution, which is attached to this Agreement as **EXHIBIT A**. The City is authorized to execute this Agreement through its authorized representative designated in a resolution duly adopted by the governing body of the City, a copy of which is attached hereto as **EXHIBIT B**.
- D. If the City signs this Agreement with a false statement or it is subsequently determined that the City has violated any of the representations, guarantees, warranties, certifications, or affirmations included in the Agreement, the City will be in default under the Agreement and TWDB may terminate or void the Agreement.
- E. The City and TWDB act in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party will not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- F. The City represents and warrants that the provision of financial assistance under this Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. The City also represents that if any existing or potential conflict arises during the term of this contract, it will immediately notify TWDB.

ARTICLE III. LEGAL REQUIREMENTS

3.1. APPLICABLE LAWS. In consideration of the performance of the mutual agreements set forth in this Agreement, the City, by and through its designated and authorized representatives, agrees to plan, design, and construct the Project in compliance with the following:

- A. all federal laws and regulations that may be applicable to the Project;
- B. Texas Water Code Chapter 15, Subchapter I; and
- C. 31 TAC Chapter 363.

3.2. PROCUREMENT. The City must engage in competitive procurements for work on the Project. All purchases for goods, services, or commodities made with funds provided under this Agreement will comply with State and local procurement and contracting laws.

3.3. IRON AND STEEL. The City will abide by all applicable construction contract requirements related to the use of iron and steel products and manufactured goods produced in the United States, as required by Texas Government Code, Chapter 2252, Subchapter G.

3.4 NATIONAL FLOOD INSURANCE PROGRAM. The appropriate entities within the PLANNING/PROJECT AREA must currently enforce and continue to enforce floodplain management standards at least equivalent to National Flood Insurance Program minimum standards and may exceed the National Flood Insurance Program minimum standards.

3.5 TERRORIST WATCH LIST. The City certifies that it will not enter into a contract with any contractor or subcontractor that is listed on the federal government's terrorism watch list as described in Executive Order 13224.

3.6 FOREIGN TERRORIST ORGANIZATION. The City certifies that it will not enter into a contract with any contractor or subcontractor that is engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Texas Government Code § 2252.152.

3.7 HUMAN TRAFFICKING PROHIBITION. Under Texas Government Code § 2155.0061, the City certifies that the City is not ineligible to receive the specified Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

3.8 PRIOR DISASTER RELIEF. Texas Government Code §§ 2155.006 and 2261.053 prohibit state agencies from accepting a response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Texas Government

Code § 418.004, occurring after September 24, 2005. Under Texas Government Code §§ 2155.006 and 2261.053, the City certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

3.9 LOBBYING PROHIBITION. The City represents and warrants that TWDB's payments to the City and the City's receipt of appropriated or other funds under the contract are not prohibited by Texas Government Code §§ 556.005 or 556.0055, related to the prohibition on payment of state funds to a lobbyist or for lobbying activities.

3.10. ASSURANCES RELATED TO STATE FUNDS.

- A. The City certifies that it is not prohibited from receiving state funds under Texas Penal Code § 1.10(d) (related to federal laws regulating firearms, firearm accessories, and firearm ammunition). The City also agrees that, during the term of this Agreement, the City will immediately notify TWDB, in writing, of any suit against it by the Attorney General of Texas under Texas Penal Code § 1.10(f).
- B. The City certifies that it is not prohibited from receiving state grant funds under Texas Government Code.
- C. The City certifies that it is not prohibited from receiving state grant funds under Texas Local Government Code § 364.004 (related to public camping bans). The City also agrees that, during the term of this Agreement, the City will immediately notify TWDB, in writing, of any suit against it by the Attorney General of Texas under Texas Local Government Code § 363.003.

ARTICLE IV. PLANNING, DESIGN, AND CONSTRUCTION

4.1. PROJECT REQUIREMENTS. The City must comply with the following requirements.

- A. Plans and Specifications. The City will construct the Project in accordance with the plans and specifications as sealed by a State licensed engineer and as approved by the Executive Administrator in compliance with 31 TAC § 363.41.
- B. Changes to Plans and Specifications. The City will not make or implement any changes to the scope of the Executive Administrator's approved Project or to the specifications for the Project without the written approval of the Executive Administrator.
- C. Project Schedule. The City will adhere to the TWDB approved Project schedule, attached as **EXHIBIT C**. The City must not exceed or revise the Project schedule except upon written approval from the TWDB. The City must not delay the Project completion date except by amendment to this Agreement.

- D. Project Budget. The City will be solely responsible for all costs that exceed the TWDB approved Project Budget, attached as **EXHIBIT D**. The City must notify the Executive Administrator immediately of all changes to the Project Budget, including when it appears that the Project Budget may not be sufficient to complete the Project.
- E. Environmental Compliance. The City must comply with all environmental conditions and will implement environmental mitigation measures as required through TWDB environmental review under 31 TAC § 363.14.
- F. Final Environmental Finding/Determination. The City will not begin construction for a portion of the Project until the environmental finding has been issued for that portion of the Project.
- G. Personnel. The City must assign only qualified personnel to perform the services required to execute the Project as required under this Agreement. The City is responsible for ensuring that any contractor or subcontractor also assigns only qualified personnel. Qualified personnel are persons who are properly licensed to perform the work and who have sufficient knowledge, skill, and ability to perform the tasks and services required herein according to the standards of performance and care for their trade or profession.
- H. Professional Standards. The City must provide the services and deliverables in accordance with applicable professional standards. The City represents and warrants that it is authorized to acquire contractors and/or subcontractors with the requisite qualifications, experience, personnel and other resources to perform in the manner required by this Agreement.

4.2. PROGRESS REPORTS. The City must submit status reports on the progress of the project as requested by the Executive Administrator. The Executive Administrator may withhold authorization to release funds from escrow or adjust the amount of funds to be released from escrow based on the status reports and the projected needs for the project.

ARTICLE V. SPECIAL COVENANTS AND REPRESENTATIONS

5.1. CONDITIONS FOR DISBURSEMENT OF GRANT FUNDS. No Grant Funds will be deposited into the Escrow Account or released until the applicable requirements and conditions in the TWDB Resolution and 31 TAC § 363.43, relating to Release of Funds, are met.

5.2. DELIVERY OF GRANT FUNDS. The TWDB will deposit the Grant Funds in an approved Escrow Account to be released to the City's Construction Account at the direction of the Executive Administrator.

- A. Outlay Reports and Invoices. The City must submit TWDB Outlay Report forms identifying:

1. the total amount of expenses incurred by the City for the period covered by the Outlay Report; and
2. identification and description of the City's share of the total costs for the billing period, if applicable; and
3. invoices, receipts, or other documentation satisfactory in form and in substance to the TWDB sufficient to establish the requested amount as an Eligible Expense incurred by the City.

B. Release of Funds. The Executive Administrator will authorize the release of Grant Funds from Escrow when Outlay Reports have been approved by the TWDB.

5.3. ELIGIBLE EXPENSES. The City must use Grant Funds for Eligible Expenses. The City must return any Grant Funds that are used for expenses that cannot be verified as eligible or that are ineligible. The amount of Grant Funds used for any ineligible or unverified expenses will be credited against verified Eligible Expenses. If the total amount of Eligible Expenses is insufficient to fully offset the amount of improperly expended Grant Funds, the City must use other funds to fully repay the TWDB. This Section 5.3, Eligible Expenses, survives the termination or expiration of this Agreement.

5.4. FINAL ACCOUNTING. The City must provide a final accounting of funds expended on the Project pursuant to 31 TAC § 363.42. The Executive Administrator will provide written instructions to the City either return or deposit into the Interest and Sinking Fund for the Obligations any Surplus Funds from the grant. This Section 5.4, Final Accounting, survives the termination or expiration of this Agreement.

5.5. WATER AUDIT. If the City is a retail public utility as defined in Texas Water Code § 13.002 and the City provides potable water, then the City annually must perform and file a water audit computing the City's most recent annual system water loss with the TWDB. The first water audit must be submitted by May 1st following the passage of one year after the effective date of this Agreement and then by May 1st every year thereafter during the term of this Agreement. The City agrees to comply with 31 TAC § 358.6 relating to water audits. This Section 5.5, Water Audit, survives the termination or expiration of this Agreement.

5.6. ANNUAL FINANCIAL AUDIT. During the Term of this Agreement, the City must submit an annual audit of the general purpose financial statements prepared in accordance with Generally Accepted Accounting Principles (GAAP) by a certified public accountant or licensed public accountant. Audits will be submitted to the TWDB no later than 180 days after the close of the City's fiscal year.

5.7. INVESTMENT AND COLLATERALIZATION OF PUBLIC FUNDS. Grant proceeds are public funds and, as such, these proceeds must be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the

ARTICLE VI. INTELLECTUAL PROPERTY

6.1. OWNERSHIP OF WORKS. It is agreed that all works developed by the City and any subcontractors using funds provided under this Agreement or otherwise rendered in or related to the performance in whole or part of this Agreement, including but not limited to reports, drafts of reports, material, data, drawings, studies, analyses, notes, plans, computer programs and codes, or other work products, whether final or intermediate, are the joint property of the TWDB and the City. The City hereby conveys co-ownership of such works to TWDB as they are created in whole or part. If present conveyance is ineffective under applicable law, the City agrees to convey a co-ownership interest of such works to TWDB after creation and to provide written documentation of such conveyance upon request by TWDB. The TWDB and the City each have full and unrestricted rights to use such works with no compensation obligation.

6.2. SUBCONTRACTORS. The City must include terms and conditions in all contracts or other engagement agreements with any subcontractors as are necessary to secure these rights and protections and must require that subcontractors include similar such terms and conditions in any contracts or other engagements with their subcontractors.

ARTICLE VII. NON-PERFORMANCE, TERMINATION, AND REMEDIES

7.1. STOP WORK ORDERS.

- A. Stop Work Order (SWO). The Executive Administrator may issue a written SWO to the City at any time for failure to comply with any provision of this Agreement. The SWO will provide the City with notice of the facts supporting the determination to issue the SWO. The SWO may require cessation of work immediately or at a definite future date. The SWO will provide the City with a specified time to cure.
- B. City's Response. The City must provide a written response to the SWO and will provide the Executive Administrator with a detailed plan to address and cure the conditions causing the SWO. The City must provide the response within five business days from its receipt of the SWO.
- C. Executive Administrator's Reply. The Executive Administrator may accept, reject, or amend the City's plan and will provide notice of such action to the City within five business days of receipt of the plan. The Executive Administrator may issue an amended SWO that allows resumption of work contingent upon the City's execution of the plan to cure. The Executive Administrator may modify the City's plan to cure only in a manner consistent with the terms and conditions of this Agreement.

- D. City's Option. The City must notify the Executive Administrator within five business days whether it accepts the amended plan. If the City does not accept the amended plan, the Executive Administrator may terminate this Agreement. Upon successful completion of the plan to cure the conditions causing the SWO, the City will continue work to complete all obligations under this Agreement.

7.2. TERMINATION. The TWDB may terminate this Agreement, in whole or in part, at any time, without penalty to the TWDB. Upon receipt of a written notice of termination, the City will immediately discontinue all work in connection with the performance of this Agreement and will promptly cancel all existing orders or other financial commitments chargeable to funding provided pursuant to this Agreement provided, however, that any costs for Eligible Expenses incurred prior to the receipt of such written notice by the City will be payable from the funding provided pursuant to this Agreement.

Within thirty (30) days of the notice of termination, the City must submit a statement showing in detail the work performed, all payments received by the City, and all payments made by or due from the City to any contractor prior to the date of termination.

7.3. SURVIVAL OF TERMS AND CONDITIONS. Termination or expiration of this Agreement for any reason does not release either Party from any liabilities or obligations set forth in this Agreement that:

1. the Parties have expressly agreed will survive any such termination or expiration, if any; or
2. by their nature, would be intended to be applicable following any such termination or expiration.

7.4. REAL ESTATE. If the City purchases real estate for the Project with Grant Funds and any of the real estate or portion of the real estate is not used for the Project, the City will repay to the TWDB the full amount of the Grant Funds for purchase of the real estate that is not used for the Project. Such amount will be due and payable within 90 days after termination or expiration of this Agreement.

7.5. REMEDIES.

- A. The City will have all remedies available in law or equity.
- B. The TWDB must have all remedies available in law or equity, including remedies available under Texas Water Code §§ 6.114 and 6.115.
- C. Notwithstanding the availability of all remedies listed above, pursuant to 31 TAC § 363.406(d), if TWDB determines non-performance of the terms of this Agreement, TWDB may require repayment of all or part of the funds provided by grant assistance or impose sanctions such as prohibition of further board financial assistance.

- D. This Section 7.5 survives the termination or expiration of this Agreement.

ARTICLE VIII. GENERAL TERMS AND CONDITIONS

8.1 NEPOTISM. The City must comply with Texas Government Code Chapter 573 by ensuring that no officer, employee or member of the City's governing body votes or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition does not prohibit the employment of a person who has been continuously employed for a period of two years prior to the election or appointment of the officer, employee or governing body member related to such person in the prohibited degree.

8.2. OPEN MEETINGS. The City must comply with Texas Government Code Chapter 551, which requires all regular, special or called meetings of governmental bodies to be open to the public, except as otherwise provided by law.

8.3. EXCESS OBLIGATIONS PROHIBITED/NO DEBT AGAINST THE STATE. This Agreement is subject to termination or cancellation without penalty to TWDB, either in whole or in part, subject to the availability of state funds.

8.4. INSURANCE AND INDEMNIFICATION.

- A. The City must at all times keep insured with a responsible insurance company or companies such portions of the Project as are customarily insured by political subdivisions in the State that operate like properties in similar locations under similar circumstances. The City will insure against risks, accidents, casualties, or loss in an amount that is customarily carried by such municipalities and political subdivisions and is at least sufficient to protect the TWDB's interest in the Project.
- B. The City is solely responsible for liability resulting from acts or omissions of the City, its employees, contractors, or agents. The City will indemnify and hold the TWDB and the State harmless to the extent that the City may do so in accordance with State law.
- C. Grant Funds for the Project must not be used by the City when sampling, testing, removing or disposing of contaminated soils and/or media at the project site. The City agrees to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the City, its contractors, consultants, agents, officials and employees as a result of activities relating to the project to the extent permitted by law.

8.5. PERMITS. The City will be responsible for timely filing applications for all licenses, permits, registrations, and other authorizations that the City has identified in the application for financial assistance as required for the planning, design, and construction of the Project. The City will submit copies of all of these final licenses, permits, registrations, and other authorizations issued by local, state, and federal agencies to the TWDB within thirty (30) days of receipt from the issuing agency.

8.6. RECORDS. The City will comply with all terms and conditions relating to records of the Project as follows:

- A. Duty to Maintain Records. The City will maintain financial accounting records relating to the Project in accordance with Generally Accepted Accounting Principles. The City must also require its contractors to maintain financial accounting records consistent with Generally Acceptable Accounting Principles and with State laws applicable to government accounting. All accounting and other financial documentation will be accurate, current, and will reflect recordation of the transactions at or about the time the transactions occurred;
- B. Duty to Retain Records. The City will retain all financial records and supporting documents and any other documents pertinent to the Project in accordance with the requirements of applicable State law relating to retention and access to records. The TWDB requires the City to retain all records related to this Agreement for a period of three (3) years after Project completion;
- C. Public Records. The City understands and agrees that all documents relating to this Agreement are subject to the Public Information Act, Texas Government Code, Chapter 552, and that such documents may not be withheld from public disclosure, except in accordance with law and with the rulings of the Texas Attorney General. The City is required to make any information created or exchanged pursuant to this Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge. The City must promptly respond to a request by the TWDB for copies of any of the City's records related to this Agreement; and
- D. Access to Records.
 - 1. State Auditor. By executing this Agreement, the City accepts the authority of the Texas State Auditor's Office to conduct audits and investigations in connection with all Grant Funds received pursuant to this Agreement. The City must comply with directives from the Texas State Auditor and will cooperate in any such investigation or audit. The City agrees to provide the Texas State Auditor with access to any information the Texas State Auditor considers relevant to the investigation or audit. The City also agrees to include a provision in any contract or subcontract related to this Agreement that requires the contractor and the subcontractor to submit to audits and

investigations by the Texas State Auditor's Office in connection with all Grant Funds received pursuant to the contract or subcontract.

2. **TWDB.** The City agrees that the standards of administration, property management, audit procedures, procurement and financial management, and the records and facilities of the City and its contractors are subject to audit and inspection by the TWDB and by any other authorized state or federal entity. All books, documents, papers, and records of the City related to this Agreement will be made available for audit, examination, excerption, and transcription by the TWDB within a reasonable time after a request from the TWDB.

- E. **Proprietary and Confidential Information.** The City warrants and represents that any information that is proprietary or confidential and is received by the City from TWDB will not be disclosed to any third party without the written consent of TWDB, whose consent will not be unreasonably withheld.

8.7. UPDATING INFORMATION. The City must provide TWDB with updated information, reports, statements, and certifications as requested by the Executive Administrator relating to the financial condition of the City or the Project and the use of Grant Funds. The City will promptly notify TWDB of any material change in the activities, prospects, or conditions of the City relating to the Project, or its ability to observe and perform its duties, covenants, and agreements under this Grant Agreement.

8.8. FORCE MAJEURE. Unless otherwise provided, neither the City nor the TWDB nor any agency of the State will be liable to the other for any delay in or failure of performance of a requirement contained in this Agreement caused by *Force Majeure*. The existence of such causes of delay or failure will extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Each Party must inform the other in writing with proof of receipt within five (5) business days of the existence of such *Force Majeure* or otherwise waive this right as a defense.

8.9. NON-ASSIGNABILITY. The terms and conditions of the financial assistance provided by this Agreement may not be assigned, transferred, or subcontracted in any manner without the express written consent of TWDB.

8.10. ENTIRE AGREEMENT AND AMENDMENT. This Agreement, which incorporates all attached Exhibits, constitutes the entire agreement between the Parties. This Agreement may be amended only in writing signed by the Parties. The changes allowed under Section 4.1 do not require an amendment to this Agreement unless a change to the Project Schedule, **EXHIBIT C**, or the Project Budget, **EXHIBIT D**, results in a different project completion date or total budget amount.

8.11. NO WAIVER. The failure of any Party to insist upon the strict performance of any of the terms, provisions, or conditions of this Agreement will not be construed as a waiver or

relinquishment for the future of the strict performance of any such term, provision, or condition or any other term, provision, or condition.

8.12. LAW AND VENUE. The validity, operation, and performance of this Agreement will be governed and controlled by the laws of the State of Texas and applicable federal regulations, and the terms and conditions of this Agreement will be construed and interpreted in accordance with the laws of the State. The Parties understand and agree that this Agreement is for the provision of financial assistance for the planning, design, acquisition and construction of the Project, as applicable, and as such all or part of the performance of the terms and obligations of the Agreement will be performed in Kleberg County, Texas. Notwithstanding the location of the Project, the Parties understand and agree that any proceeding brought for any breach of this Agreement involving the TWDB will be in Travis County, Texas. This section does not waive the sovereign immunity of the State or the TWDB.

8.13. NOTICES. All notices, notifications, or requests required or permitted by this Agreement will be in writing and will be transmitted by (1) email and or (2) personal delivery or transmitted by United States certified mail, return receipt requested, postage prepaid, to the addresses of the Parties shown below. Notice shall be effective when received by the Party to whom notice is sent.

Email:

Mireya.Loewe@twdb.texas.gov

Personal delivery to mail:

Texas Water Development Board
Attn: Executive Administrator
1700 N. Congress Ave., 6th Floor
Austin, Texas 78711-3231

City of Kingsville
Attn: City Engineer
400 W. King Avenue
Kingsville, Texas 78363

8.14. TERM. This Agreement is effective on the date signed by the Executive Administrator. The Agreement will expire upon successful completion of the Project and Final Accounting in accordance with Section 5.4 of this Agreement.

8.15. SURVIVAL OF TERMS AND CONDITIONS. This Article VIII, General Terms and Conditions, survives the termination or expiration of this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed in multiple counterparts, each of which shall be deemed to be an original.

City of Kingsville

By: _____

Name: Sam R. Fugate

Title: Mayor

Date: _____

TEXAS WATER DEVELOPMENT BOARD

By: _____

Name: Jeff Walker

Title: Executive Administrator

Date: _____

EXHIBIT A

TWDB Resolution No. 22-073

**A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD
APPROVING AN APPLICATION FOR FINANCIAL ASSISTANCE IN THE AMOUNT OF
\$700,000 TO THE CITY OF KINGSVILLE
FROM THE FLOOD INFRASTRUCTURE FUND
THROUGH THE PROPOSED PURCHASE OF
\$399,000 CITY OF KINGSVILLE, TEXAS COMBINATION TAX AND SUBORDINATE LIEN
REVENUE CERTIFICATES OF OBLIGATION,
PROPOSED TAXABLE SERIES 2022
AND
THE EXECUTION OF A GRANT AGREEMENT IN THE AMOUNT OF \$301,000**

(22-073)

WHEREAS, the City of Kingsville (City), located in Kleberg County, Texas, has filed an application for financial assistance from the Flood Infrastructure Fund (FIF) in accordance with Texas Water Code Chapter 15, Subchapter I, to finance planning, design, and construction of a flood project, identified as Project No. 40192; and

WHEREAS, the City seeks financial assistance from the Texas Water Development Board (TWDB) in the amount of \$700,000 through the TWDB's proposed purchase of \$399,000 City of Kingsville, Texas Combination Tax and Subordinate Lien Revenue Certificates of Obligation, Proposed Taxable Series 2022 (together with all authorizing documents and \$301,000 through execution of a Grant Agreement (together, the Obligations), all as is more specifically set forth in the application and in recommendations of the Executive Administrator's staff; and

WHEREAS, the City has offered a pledge of ad valorem taxes and a subordinate lien on the net revenues of the City's waterworks and sewer system as sufficient security for the repayment of the Obligations; and

WHEREAS, the TWDB hereby finds:

1. that the application and financial assistance requested meet the requirements of Texas Water Code, Chapter 15, Subchapter I; 31 TAC Chapter 363, Subchapters A and D; and the State Fiscal Year 2020 Flood Intended Use Plan (FIUP);
2. the City has demonstrated a sufficient level of cooperation among eligible political subdivisions and has included all of the eligible political subdivisions substantially affected by the flood project in accordance with Texas Water Code § 15.536(2);
3. that in its opinion the taxes or revenues pledged by the City will be sufficient to meet all Obligations assumed by the City in accordance with Texas Water Code § 15.536(3);

4. that the City is eligible to receive grant funding in accordance with Texas Water Code § 15.534 and the FIUP;
5. that the City has demonstrated that the benefit-cost ratio of the Project meets the requirements of the FIUP;
6. that the request for financial assistance does not include redundant funding for activities already performed and/or funded through another source, in accordance with the FIUP;
7. that the City has demonstrated that the application meets the requirements of the FIUP related to the National Flood Insurance Program in the area to be served by the Project;
8. that the Project was developed using the best and most recent available data, in accordance with the FIUP;
9. that the City has documented that it has planned for operations and maintenance costs associated with the Project, in accordance with the FIUP;
10. that the City has considered possible floodwater capture techniques that could be associated with the Project for water supply purposes, in accordance with the FIUP; and
11. that the current water audit has been completed by the City and filed with the TWDB in accordance with Texas Water Code § 16.0121;

NOW THEREFORE, based on these findings, the TWDB resolves as follows:

12. A commitment is made by the TWDB to City of Kingsville for financial assistance in the amount of \$700,000 from the Flood Infrastructure Fund, to be evidenced by the TWDB's proposed purchase of \$399,000 City of Kingsville, Texas Combination Tax and Subordinate Lien Revenue Certificates of Obligation, Proposed Taxable Series 2022 and execution of a Grant Agreement in the amount of \$301,000. This commitment will expire on March 31, 2023; however, the Executive Administrator may, at his discretion, grant up to one extension for a maximum of three months.

Such commitment is conditioned as follows:

Standard Conditions:

1. this commitment is contingent on availability of TWDB funds on hand;
2. this commitment is contingent upon the issuance of a written approving opinion of the Attorney General of the State of Texas stating that the City has complied with all of the requirements of the laws under which said Obligations were issued,

that said Obligations were issued in conformity with the Constitution and laws of the State of Texas, and that said Obligations are valid and binding obligations of the City;

3. this commitment is contingent upon the City's continued compliance with all applicable laws, rules, policies, and guidance (as these may be amended from time to time to adapt to a change in law, in circumstances, or any other legal requirement), including but not limited to 31 TAC Chapter 363;
4. the City shall use a paying agent/registrar in accordance with 31 TAC § 363.42(c)(2);

The Following Conditions Must Be Included in the Obligations:

5. the Obligations must provide that the City will comply with all applicable TWDB laws and rules related to the use of the financial assistance;
6. the Obligations must provide that the City must comply with all conditions as specified in the final environmental finding of the Executive Administrator when issued, including the standard emergency discovery conditions for threatened and endangered species and cultural resources;
7. the Obligations must provide that the City will not begin construction for a portion of the Project until the environmental finding has been issued for that portion of the Project;
8. the Obligations must contain a provision requiring the City to maintain insurance coverage sufficient to protect the TWDB's interest in the project;
9. the Obligations must include a provision wherein the City, or an obligated person for whom financial or operating data is presented to the TWDB in the application for financial assistance either individually or in combination with other issuers of the City's Obligations or obligated persons, will, at a minimum, regardless of the amount of the Obligations, covenant to comply with requirements for continuing disclosure on an ongoing basis substantially in the manner required by Securities and Exchange Commission (SEC) in 17 CFR § 240.15c2-12 (Rule 15c2-12) and determined as if the TWDB were a Participating Underwriter within the meaning of such rule, such continuing disclosure undertaking being for the benefit of the TWDB and the beneficial owners of the City's Obligations, if the TWDB sells or otherwise transfers such Obligations, and the beneficial owners of the TWDB's bonds if the City is an obligated person with respect to such bonds under SEC Rule 15c2-12;
10. the Obligations must contain a provision requiring the City to levy a tax and/or maintain and collect sufficient rates and charges to produce revenues in an

amount necessary to meet the debt service requirements of all outstanding obligations and to maintain the funds established and required by the Obligations;

11. the Obligations must include a provision requiring a final accounting to be made of the total sources and authorized use of Project funds within 60 days of the completion of the Project;
12. the Obligations must include a provision requiring the City to deposit any bond proceeds from the Obligations that are determined to be surplus proceeds remaining after completion of the Project and completion of a final accounting, including any interest earned on the bond proceeds, into the Interest and Sinking Fund;
13. the Grant Agreement must include a provision stating that the City shall either return or deposit into the Interest and Sinking Fund any grant funds that are determined to be surplus funds remaining after completion of the Project and completion of a final accounting, including any interest earned on the grant funds;
14. the Obligations must contain a provision that the TWDB may exercise all remedies available to it in law or equity, and any provision of the Obligations that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect;
15. financial assistance proceeds are public funds and, as such, the Obligations must include a provision requiring that these proceeds shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256 and the Public Funds Collateral Act, Government Code, Chapter 2257;
16. financial assistance proceeds shall not be used by the City when sampling, testing, removing or disposing of contaminated soils and/or media at the Project site. The Obligations shall include an environmental indemnification provision wherein the City agrees to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment, recycling, and disposition of any contaminated sewage sludge, contaminated sediments, and/or contaminated media that may be generated by the City, its contractors, consultants, agents, officials, and employees as a result of activities relating to the Project to the extent permitted by law;
17. the Obligations must contain a provision stating that the City shall abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by Texas Government Code, Chapter 2252, Subchapter G;
18. the Obligations must contain a provision requiring the City to submit quarterly status reports on the progress of the project that details information requested by

the Executive Administrator. The Executive Administrator may withhold authorization to release funds from escrow or adjust the amount of funds to be released from escrow based on the receipt of the quarterly status reports and the projected quarterly needs for the project.

Conditions to Close or for Release of Funds:

19. prior to closing, the City shall submit documentation evidencing the adoption and implementation of sufficient system rates and charges or, if applicable, the levy of an interest and sinking tax rate sufficient for the repayment of all system debt service requirements;
20. prior to release of funds for the relevant services, and if required under the TWDB's financial assistance program and if not previously provided with the application, the City shall submit executed contracts for engineering and, if applicable, financial advisor and bond counsel, for the Project that are satisfactory to the Executive Administrator. Fees to be reimbursed under the contracts must be reasonable in relation to the services performed, reflected in the contract, and acceptable to the Executive Administrator;
21. prior to closing, when any portion of financial assistance is to be held in escrow or in trust, the City shall execute an escrow agreement or trust agreement, approved as to form and substance by the Executive Administrator, and shall submit that executed agreement to the TWDB;
22. prior to closing, the City's bond counsel must prepare a written, unqualified approving opinion acceptable to the executive administrator. Bond counsel may rely on covenants and representations of the City when rendering this opinion;
23. prior to release of funds for construction, the City must provide the TWDB with evidence that the necessary acquisitions of land, leases, easements, and rights-of-way have been completed, or that the City has the legal authority necessary to complete the acquisitions;

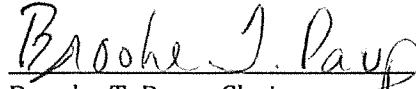
PROVIDED, however, the commitment is subject to the following special conditions:

Special Conditions:

24. prior to closing, the City shall execute a Grant Agreement in a form and substance acceptable to the Executive Administrator;

APPROVED and ordered of record this, the 1st day, of September, 2022.

TEXAS WATER DEVELOPMENT BOARD


Brooke T. Paup, Chairwoman

DATE SIGNED: 9/1/22

ATTEST:

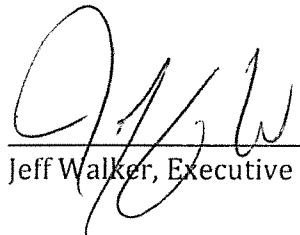

Jeff Walker, Executive Administrator

EXHIBIT B
City of Kingsville Resolution

EXHIBIT C
Project Schedule



Project Schedule
Kingsville
40192 - Drainage Master Plan - Location 8

Project Task	Schedule Date
Engineering Feasibility Report Completion (End of Planning Phase)	4/22/2023
Design Phase Complete	5/30/2023
Start of Construction	6/30/2023
Construction Completion	1/30/2024

EXHIBIT D
Project Budget



Project Budget Summary
Kingsville
40192 - Drainage Master Plan - Location 8

Budget Items	TWDB Funds G1001549	TWDB Funds L1001548	Total
Construction			
Construction	\$276,060.00	\$223,940.00	\$500,000.00
Subtotal for Construction	\$276,060.00	\$223,940.00	\$500,000.00
Basic Engineering Services			
Design	\$0.00	\$35,700.00	\$35,700.00
Planning	\$0.00	\$6,800.00	\$6,800.00
Subtotal for Basic Engineering Services	\$0.00	\$42,500.00	\$42,500.00
Special Services			
Environmental	\$0.00	\$5,000.00	\$5,000.00
Inspection	\$0.00	\$10,000.00	\$10,000.00
Permits	\$0.00	\$5,000.00	\$5,000.00
Project Management (by engineer)	\$0.00	\$20,000.00	\$20,000.00
Surveying	\$0.00	\$17,500.00	\$17,500.00
Testing	\$0.00	\$12,000.00	\$12,000.00
Subtotal for Special Services	\$0.00	\$69,500.00	\$69,500.00
Fiscal Services			
Bond Counsel	\$0.00	\$9,250.00	\$9,250.00
Financial Advisor	\$0.00	\$18,850.00	\$18,850.00
Issuance Costs	\$0.00	\$1,900.00	\$1,900.00
Subtotal for Fiscal Services	\$0.00	\$30,000.00	\$30,000.00
Contingency			
Contingency	\$24,940.00	\$33,060.00	\$58,000.00
Subtotal for Contingency	\$24,940.00	\$33,060.00	\$58,000.00
Total	\$301,000.00	\$399,000.00	\$700,000.00

EXHIBIT E
Escrow Agreement

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Agreement"), made by and between City of Kingsville, a political subdivision of the State of Texas in Kleberg County, Texas, (the "City"), acting by and through the City Manager and U. S. BANK NATIONAL ASSOCIATION, as Escrow Agent together with any successor in such capacity;

WITNESSETH:

WHEREAS, pursuant to a Resolution adopted on October 24, 2022 (the "Resolution"), the City authorized the execution of a (the "Grant Agreement") with the Texas Water Development Board (the "TWDB") for the purpose of funding certain drainage improvements (the "Project"); and

WHEREAS, the Escrow Agent is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code, Chapter 404, Subchapter D and is otherwise qualified and empowered to enter into this Agreement, and hereby acknowledges its acceptance of the terms and provisions hereof; and

WHEREAS, a condition to the City receiving financial assistance from the TWDB is the deposit of the proceeds of the Grant Agreement (the "Proceeds") in escrow subject to being withdrawn only with the approval of the Executive Administrator or another designated representative; provided, however, the Proceeds can be transferred to different investments so long as all parties hereto consent to such transfer;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and in consideration of the amount of fees to be paid by the City to the Escrow Agent, as set forth on **EXHIBIT A**, the receipt of which is hereby acknowledged, and in order to secure the delivery of the Proceeds, the parties hereto mutually undertake, promise and agree for themselves, their respective representatives and successors, as follows:

SECTION 1: ESCROW ACCOUNT. Upon the delivery of the Grant Agreement, the Proceeds identified under TWDB Commitment Number G1001549 shall be deposited to the credit of a special escrow account (the "Escrow Account") maintained at the Escrow Agent on behalf of the City and the TWDB and shall not be commingled with any other account or with any other proceeds or funds. The Proceeds received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the City, and the Escrow Agent shall have no right to title with respect thereto except as Escrow Agent under the terms of this Agreement.

The Escrow Account shall each be entitled "TWDB Commitment No. G1001549 Escrow Account City of Kingsville Grant Agreement," and shall not be subject to warrants, drafts or checks drawn by the City but shall be disbursed or withdrawn to pay the costs of the respective portion of the Project for which the Proceeds were issued or other purposes in accordance with the Resolution and solely upon written authorization from the Executive Administrator or his/her designated representative. The Escrow Agent shall provide to the City and to the TWDB the Escrow Account bank statements upon request.

SECTION 2: COLLATERAL. All cash deposited to the credit of such Escrow Account and any accrued interest in excess of the amounts insured by the FDIC and remaining uninvested under the terms of this Agreement shall be continuously secured by a valid pledge of direct obligations of the United States of America or other collateral meeting the requirements of the Public Funds Collateral Act, Texas Government Code, Chapter 2257.

SECTION 3: INVESTMENTS. While the Proceeds are held in escrow, the Escrow Agent shall only invest escrowed Proceeds in investments that are authorized by the Public Funds Investment Act, Texas Government Code, Chapter 2256 (PFIA). It is the City's responsibility to direct the Escrow Agent to invest all public funds in a manner that is consistent not only with the PFIA but also with its own written investment policy.

SECTION 4: DISBURSEMENTS. The Escrow Agent shall not honor any disbursement from the Escrow Account, or any portion thereof, unless and until it has been supplied with written approval and consent by the Executive Administrator or his/her designated representative. However, no written approval and consent by the Executive Administrator shall be required if the disbursement involves transferring Proceeds from one investment to another within the Escrow Account provided that all such investments are consistent with the PFIA requirements.

SECTION 5: UNEXPENDED FUNDS. Any Proceeds remaining unexpended in the Escrow Account after completion of the Project and after the final accounting has been submitted to and approved by the TWDB shall be disposed of pursuant to the provisions of the Resolution. The City shall deliver a copy of such TWDB approval of the final accounting to the Escrow Agent together with instructions concerning the disbursement of unexpended Proceeds hereunder. The Escrow Agent shall have no obligation to ensure that such unexpended Proceeds are used as required by the provisions of the Resolution, that being the sole obligation of the City.

SECTION 6: CERTIFICATIONS. The Escrow Agent shall be authorized to accept and rely upon the certifications and documents furnished to the Escrow Agent by the City and shall not be liable for the payment of any funds made in reliance in good faith upon such certifications or other documents or approvals, as herein recited.

SECTION 7: LIABILITY OF ESCROW AGENT. To the extent permitted by law, the Escrow Agent shall not be liable for any act done or step taken or omitted by it or any mistake of fact or law, except for its negligence or default or failure in the performance of any obligation imposed upon it hereunder. The Escrow Agent shall not be responsible in any manner for any proceedings in connection with the Obligations or any recitation contained in the Obligations.

SECTION 8: RECORDS. The Escrow Agent will keep complete and correct books of record and account relating to the receipts, disbursements, allocations and application of the money deposited to the Escrow Account, and investments of the Escrow Account and all proceeds thereof. The records shall be available for inspection and copying at reasonable hours and under reasonable conditions by the City and the TWDB.

SECTION 9: MERGER/CONSOLIDATION. In the event that the Escrow Agent merges or consolidates with another bank or sells or transfers substantially all of its assets or corporate trust business, then the successor bank shall be the successor Escrow Agent without the necessity of further action as long as the successor bank is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code Chapter 404, Subchapter D. The Escrow Agent must provide the TWDB with written notification within 30 days of acceptance of the merger, consolidation, or transfer. If the merger, consolidation or other transfer has occurred between state banks, the newly-created entity shall forward the certificate of merger or exchange issued by the

Texas Department of Banking as well as the statement filed with the pertinent chartering authority, if applicable, to the TWDB within five business days following such merger, consolidation or exchange.

SECTION 10: AMENDMENTS. This Agreement may be amended from time to time as necessary with the written consent of the City and the TWDB, but no such amendments shall increase the liabilities or responsibilities or diminish the rights of the Escrow Agent without its consent.

SECTION 11: TERMINATION. In the event that this Agreement is terminated by either the City or by the Escrow Agent, the Escrow Agent must report said termination in writing to the TWDB within five business days of such termination. The City is responsible for ensuring that the following criteria are satisfied in selecting the successor escrow agent and notifying the TWDB of the change in escrow agents: (a) the successor escrow agent must be an FDIC-insured state or national bank designated by the Texas Comptroller as a state depository; (b) the successor escrow agent must be retained prior to or at the time of the termination; (c) an escrow agreement must be executed by and between the City and the successor escrow agent and must contain the same or substantially similar terms and conditions as are present in this Agreement; and (d) the City must forward a copy of the executed escrow agreement with the successor escrow agent within five business days of said termination. No funds shall be released by the TWDB until it has received, reviewed and approved the escrow agreement with the successor escrow agent. If the City has not appointed a successor escrow agent within thirty (30) days of the notice of termination, the Escrow Agent may petition any court of competent jurisdiction in Texas for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the City. Whether appointed by the City or a court, the successor escrow agent and escrow agreement must be approved by the TWDB for the appointment to be effective. The Escrow Agent is responsible for performance under this Agreement until a successor has been approved by the TWDB and has signed an acceptable escrow agreement.

SECTION 12: EXPIRATION. This Agreement shall expire upon final transfer of the funds in the Escrow Account to the City.

SECTION 13: POINT OF CONTACT. The points of contact for the Escrow Agent and the TWDB are as follows:

U.S. BANK NATIONAL ASSOCIATION
8 Greenway Plaza, Suite 1100
Houston, Texas 77046

Executive Administrator
Texas Water Development Board
1700 North Congress Avenue
Austin, Texas 78701

Mayor
City of Kingsville, Texas
400 West King
Kingsville Texas 78363

SECTION 14: CHOICE OF LAW. This Agreement shall be governed exclusively by the applicable laws of the State of Texas. Venue for disputes shall be in the District Court of Travis County, Texas.

SECTION 15: ASSIGNABILITY. This Agreement shall not be assignable by the parties hereto, in whole or in part, and any attempted assignment shall be void and of no force and effect.

SECTION 16: ENTIRE AGREEMENT. This Agreement evidences the entire Escrow Agreement between the Escrow Agent and the City and supersedes any other agreements, whether oral or written, between the parties regarding the Proceeds or the Escrow Account. No modification or amendment of this Agreement shall be valid unless the same is in writing and is signed by the City and consented to by the Escrow Agent and the TWDB.

SECTION 17: VALIDITY OF PROVISIONS. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

SECTION 18: COMPENSATION FOR ESCROW SERVICES. The Escrow Agent shall be entitled to compensation for its services as stated in Exhibit A, which compensation shall be paid by the City but may not be paid directly from the Escrow Account.

SECTION 19: CONTRACT VALUE. The Escrow Agent hereby verifies that this Agreement has a value of less than \$100,000 and that the provisions required by Sections 2271.002 and 2274.002 of the Texas Government Code for contracts having a value of at least \$100,000 are not required in this Agreement.

SECTION 20: ANTI-BOYCOTT VERIFICATION. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Escrow Agent understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Escrow Agent and exists to make a profit.

SECTION 21: IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS. The Escrow Agent represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law neither the Escrow Agent nor any wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Escrow Agent understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Escrow Agent and exists to make a profit.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective upon signature of both parties.

City of Kingsville, Texas

By: _____
Authorized Representative

Date: _____

Address: City of Kingsville, Texas
400 West King
Kingsville, Texas 78363

(Seal)

U.S. BANK NATIONAL ASSOCIATION
as Escrow Agent

By: _____
Title: _____

Date: _____

Address:

(Bank Seal)

Signature Page to the Escrow Agreement for the
City of Kingsville, Texas
Grant Agreement

EXHIBIT A

Fee Schedule

A-1

4874-0088-5303v.2 41364-1 10/19/2022

CERTIFICATE FOR RESOLUTION

We, the undersigned Mayor and City Secretary of 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 October 24, 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

Hector Hinojosa, Mayor Pro Tem

Norma Nelda Alvarez, Commissioner

Edna Lopez, Commissioner

Ann Marie Torres, Commissioner

and all of said persons were present, except _____, thus constituting a quorum. Whereupon among other business, the following was transacted at the Meeting: a written Resolution entitled:

RESOLUTION BY THE CITY COMMISSION OF THE CITY OF KINGSVILLE, TEXAS
AUTHORIZING EXECUTION OF A GRANT AGREEMENT WITH THE TEXAS WATER
DEVELOPMENT BOARD AND OTHER MATTERS RELATED THERETO

(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 OCTOBER 24, 2022.

City Secretary

Mayor

(CITY SEAL)

AGENDA ITEM #4

**City of Kingsville
Human Resource Department**

TO: Mark McLaughlin, City Manager

FROM: Diana Gonzales, Human Resource Director

DATE: October 12, 2022

SUBJECT: DRAFT - Collective Bargaining Agreement Between City of Kingsville and Kingsville Law Enforcement Association, October 1, 2022 – September 30, 2023

Summary: The current two (2) year collective bargaining agreement between the City of Kingsville (City) and the Kingsville Law Enforcement Association (KLEA) is set to expire on September 30, 2022. The City and KLEA 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:

May 31st

June 9th and 23rd

July 19th and 21st

August 3rd and 9th

September 28th

Meetings were conducted and a tentative agreement between the City and KLEA was reached during negotiations.

KLEA advised the association members voted on October 5, 2022, to approve the proposals tentatively agreed upon during negotiations.

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

ARTICLE		CHANGE REASON
Table of Contents		Updated to incorporate revisions
Article 8	Probationary Period	Capitalization (grammar)
Article 9	Promotions	Section 1 - Clarification/simplification Section 8 – New Section 9 & 10 – Restructuring of sections
Article 16	Safety and Equipment	Section 6 #5. Clothing allowance increase from \$75 monthly to \$100 monthly #6. New - \$75 uniform boot reimbursement program
Article 20	Holidays	Clarification for holidays to occur on actual day instead of City observed day
Article 24	Leaves of Absence	Addition of 4 hours of Flex Leave added during employee's birthday month

City of Kingsville Human Resource Department

Article 29	Compensation	Section 2 #2. Peace Officer Certification - increase of \$10 per month #5. Shift Differential – Increase from \$0.35 to \$ 0.50 per hour #6. Field Training Officer – Increase from \$9.25 to \$15.00 per day
Article 31	Employee Investigations & And Disciplinary Action	Incorporation of Police Department updated Policy 208 (Citizen Complaints) and Policy 209 (Internal Investigations)
Article 38	Duration	One (1) year agreement - October 1, 2022 to September 30, 2023
Appendix A	Wages Schedule	4.5% increase

Background: As per Texas Local Government Code (TLGC) Chapter 174 Fire and Police Employee Relations, the City held negotiation meetings with Kingsville Law Enforcement 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 a one (1) year with 4.5% increases to base wages and increases to peace officer certifications, shift differential, field training, clothing allowance and the addition of 4 hours of Flex Leave annually. Additional contract costs for FY 2022-2023 are \$ 204,168 including fringe benefits. A portion of these additional costs are incorporated in the FY 2022-2023 budget and fund balance will be used to meet contractual obligations not currently budgeted since they were unknown at the time the budget was adopted.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF KINGSVILLE

AND

KINGSVILLE LAW ENFORCEMENT ASSOCIATION

~~**October 1, 2020 – September 30, 2022**~~

October 1, 2022 – September 30, 2023

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ARTICLE 1 PREAMBLE

This Agreement between the City of Kingsville, Texas, hereinafter referred to as the “employer” or the “City,” and the Kingsville Law Enforcement Association, hereinafter referred to as the “officers”, “employees” or the “Association,” is entered into in order to meet the statutory mandate of Chapter 174 of the Local Government Code.

ARTICLE 2 RECOGNITION

The Employer recognizes the Kingsville Law Enforcement Association as the sole and exclusive representative of the members of the bargaining unit, consistent with the provision of the Texas Fire and Police Employee Relations Act.

ARTICLE 3 MANAGEMENT RIGHTS

It is expressly agreed that all management rights which ordinarily vest in and are exercised by the Employer*, except those which are clearly and expressly relinquished herein by the Employer, shall continue to vest exclusively in and be exercised exclusively by the Employer. The Employer shall retain all powers, duties, and rights established by Constitutional provision, State statute, City ordinance, City Charter or other source of law, and departmental rules, standing orders and/or instructions, and retains the power to act or not to act as it deems appropriate. This shall include, but not be limited to, the right to:

1. Manage, determine, and control the use, location, and delivery of City services, City equipment, property, facilities and City operations, direct the work forces and City affairs.
2. Determine Police Department's activities and set forth all standards and types of service offered to the public.
3. Allocate and assign work to police officers, assign officers to shift, to determine the number of shifts, hours of work, starting time, and schedule all of the foregoing. The city retains the right to establish, modify, or change any shifts, starting times and/or work schedules.
4. The City retains the right to direct police activities, including determination of qualification, the right to hire, promote, suspend, discipline, discharge and transfer employees, and to determine the size of the work force and to curtail activity when necessary, by laying off police officers due to lack of work or for other reasons in the judgment of the Employer, the right to recall employees from layoff, except as specifically limited by the terms of this agreement, the right to set and administer policy regarding wages and fringe benefits, including, but not limited to, retirement contributions, scope of insurance and City's participation in cost, if any, number of days of vacation, sick leave and designated holidays, and to modify same at its discretion, to the extent not inconsistent with this agreement.
5. Determine services and police tasks to be performed and methods, schedules, standards, means and processes of the work, changes, or the institution of new and/or improved methods.

6. Adopt and put into effect City and Police Department rules and regulations, performance and discipline rules, regulations and penalties for violation thereof.
7. Use civilians in the Police Department to perform duties which do not require sworn officers. Civilians performing these duties are not subject to the terms of his Agreement.
8. The City shall have exclusive authority to transfer any governmental operations now conducted by it to another unit of government. Upon such transfer, all agreements are terminated, including this agreement as pertaining to personnel of the department affected by the transfer.
9. The City reserves the right to use personnel from the Police Department and the Fire Department interchangeably during natural disasters and civil disorders.

The rights listed above are not all inclusive, but enumerate, by way of illustration, the type of rights which belong to the Employer; and any other rights, powers, or authority the employer had prior to the signing of this Agreement are retained by the employer, except those which are clearly and specifically relinquished in this Agreement.

*The employer and the association agree that the police officers of the City of Kingsville work directly under the supervision of the chief of police or his designee.

ARTICLE 4 ASSOCIATION RIGHTS

Section 1 Recognition

The City hereby recognized the Kingsville Law Enforcement Association as the sole and exclusive collective bargaining agent for the unit consisting of all sworn Police Officers, except the Chief.

Section 2 Payroll Deductions

1. The City shall deduct monthly Association dues from each individual member who has voluntarily authorized Association dues deduction. The City shall not deduct dues or other funds for any other "association" as set defined in Chapter 174, Local government Code. Any individual member of the bargaining unit wishing to voluntarily withdraw his authorization for Association dues deductions must sign the appropriate form and submit it to the Human Resource Department, two weeks before the payday on which the change is to be effective. The employee shall notify the Association in writing if he or she revokes or adds his authorization for dues deduction within thirty (30) days from the revocation or addition of the deduction. The amount of deductions shall be the amount set forth in any deduction authorized by individual members or letters of request signed by the President of the Association. Any dues deductions set forth herein already previously authorized by a member shall be automatically increased by the City upon any letter signed by the President of the Association and stating that such increase has been approved consistent with the Constitution and Bylaws of the Association. Such letter altering the amount of Association dues shall be submitted no later than thirty (30) days prior to the beginning of the effective pay period. The Human Resource Director may require the Association President to present a copy of the Association minutes indicating approval of the dues change. All amounts deducted pursuant to this Article shall be paid to the legally designated representative of the Association in accordance with reasonable procedures established by the City. The City shall provide the

Association with a list of members from whom it has deducted dues within thirty (30) days after each payday.

2. The City shall deduct on a city-approved form the monthly Association political action committee contributions from each individual member who has voluntarily authorized an Association political action committee deduction. Any individual member of the bargaining unit wishing to voluntarily withdraw his authorization for an Association political action committee deduction must sign the appropriate form and submit it to the Human Resource Department, two weeks before the payday on which the change is to be effective. The employee shall notify the Association in writing if he or she revokes or adds his authorization for political action committee deduction within thirty (30) days from the revocation or addition of the deduction. The amount of deductions shall be the amount set forth in any deduction authorized by individual members. All amounts deducted pursuant to this Article shall be paid to the legally designated treasurer of the Association political action committee in accordance with reasonable procedures established by the city. The City shall provide the Association with a list of members from whom it had deducted political action committee contributions within thirty (30) calendar days after each payday.

Section 3 Time Off for Association Business

1. When off duty, the Executive Board members shall have the right to visit the premises of the Police Department for the purpose of administering this Agreement. Such visits shall be conducted in a manner so as not to interfere with the functions of the Department.

2. The Association's negotiating team, not to exceed three (3) members, shall be permitted without loss of pay to attend negotiating sessions with City representatives, where such sessions or meetings are scheduled during working hours; or shall be given time off without loss of pay for the scheduled night shift immediately preceding such negotiating sessions. The parties will work together for attendance at negotiating sessions while minimizing overtime for the Police Department.

3. By January 31st, each member of the Association shall turn into the Human Resource office notice of their contribution of up to five (5) hours of accrued vacation leave or compensatory time to a pool to be known as the "Association Leave Pool." This pool may be used by the Association to receive time off with pay to attend scheduled state and national association board meetings, conventions and training programs; labor and police related training programs; arbitration and grievance hearings of members by elected Association official or representatives; and other Association-related activities. The Association President shall notify the Chief and Human Resources in writing at least five (5) working days in advance of any requested use of the leave pool. Such requests by the Association shall not be unreasonably refused. The Chief may order any Association members using the leave pool to report for duty as assigned by the Chief during an emergency situation.

Section 4 Bulletin Boards

The Association has the exclusive right to maintain one (1) bulletin board at the police station in a site designated by the Chief. The bulletin board shall be located in a conspicuous location. The board may be used for the following notices: (1) Association elections, (2) reports for Association committees, (3) rulings or policies of the State or national Association, and (4) Legislative enactments and judicial decisions affecting public employee labor relations. The Chief must approve in advance all materials to be posted on the bulletin board, and will disapprove of any posting which does not meet the criteria listed above in this subsection. The Association President must approve and sign off in advance on any posting on the Association bulletin board. The Chief shall not unreasonably withhold his approval of postings. The City shall not allow any other "association" as defined in Chapter 174, Local government Code, to maintain a bulletin board.

Section 5 Pre-emption of Chapter 143

To the extent that any provision of this article conflicts with or changes Chapter 143 or any other statute, executive order, local ordinance or rule, this Agreement shall supersede such provisions, as authorized by Section 174 of the Texas Local Government Code.

ARTICLE 5 NO STRIKE CLAUSE

Section 1 Strike: Definition

"Strike" means, whether done in concert or individually, a failure to report to duty, the willful absence from ones position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment (including, but not limited to "slowdowns," "blue flu," "sickouts," "enhanced enforcement," "ticket blitzes," the intentional failure to make arrests and sympathy strikes), for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment.

Section 2 No Strike

Neither the Association nor any employee shall cause, counsel or permit members to strike, slow down, disrupt, sickout, blue flu, impede or otherwise impair the normal functions of the Department; nor to refuse to cross any picket lines by whomever established, nor to engage in any sympathy strike.

Section 3 Discipline

Any or all employees who violate any provision of the law prohibiting strikes or any provision of the Article may be dismissed or otherwise disciplined by the Employer, without recourse to the grievance procedure.

Section 4 Consequences of Illegal Strike

In the event of a strike as prohibited by this Article, the employer may permanently replace striking bargaining unit members, and the Association shall publicly disavow the action by posting a notice at the Police department and issuing a press release to the media stating the strike is unauthorized and unsupported by the Association.

The Association shall in good faith promptly direct in writing, verbally, or both, the members of the bargaining unit to return to work notwithstanding the existence of any strike and use every reasonable effort in cooperation with the City to terminate the strike.

The Association's failure to comply with the above conditions, in the event of a strike in which members of the bargaining unit participate, shall be grounds for the City to terminate this Agreement and cease recognition of the Association.

ARTICLE 6 NON-DISCRIMINATION

The City and the Association both agree not to discriminate against any employee for their lawful activity on behalf of, or membership or non-membership in, the Association. Nothing in this Agreement shall interfere with any employee's right to pursue allegations of discrimination based on race, creed, color, national origin, religion, age, sex/gender, sexual orientation or disability under federal or state law.

The City shall provide the following to all police officers:

- a) City of Kingsville Civil Service Rules

- b) City of Kingsville Police Department Manual
- c) City of Kingsville Administrative Policies and Procedures Manual
- d) A copy of this agreement

The City shall not dominate, interfere, or assist in the formation, existence or administrations of any employee organization which is qualified to be a collective bargaining agent for police officers; or contribute financial support to any such organization.

Neither the City nor the Association shall engage in the following practices:

1. Interfere with, restrain, or coerce employees in the exercise of rights granted by TLGC Chapter 174 or in this agreement;
2. Encourage or discourage membership in any employee organization by discrimination in hiring, tenure, training or other terms and conditions of employment;
3. Discharge or otherwise discriminate against any employee because he has filed an affidavit, petition, grievance, or complaint, or given any information or testimony alleging violations of this agreement.
4. Discriminate against any employee because of association, non-association, or affiliation or discriminate in the application or interpretation of this agreement.
5. Cause or attempt to cause an employee to discriminate against another employee because of the employee's membership or non-membership in any employee organization, or attempt to cause the City to violate any rights of the employee.

The city recognizes its responsibility to a consistent interpretation and application of Departmental Rules and regulations, Special Directives, and Orders which govern the conduct of employees. The city shall take into account the circumstances surrounding the incident, the nature of the violations, the employee's record of discipline, and the employee's record of performance and conduct.

The Association recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit.

If the employee elects to pursue a non-contractual remedy for discrimination, it shall constitute a waiver of the right to pursue that complaint through the grievance and arbitration process provided by this agreement.

ARTICLE 7 ENTRY LEVEL HIRING

Section 1 Entry-Level Hiring

1. The City shall follow entry-level hiring processes as mandated by Chapter 143. Each applicant must successfully complete the following:

- a. Written examination
- b. Physical fitness examination
- c. Background Investigation
- d. Panel Interview (panel to be appointed by the Chief and will include two (2) interviewers from the Association)

- e. Medical examination
- f. Drug test
- g. Psychological examination

2. Alternate Level Hiring Process

A. Applicants qualifications: The Chief, without regard to the existence of or requirements for any eligibility list for beginning positions in the Department, may appoint applicants to police officer positions provided the applicant meets the following minimum requirements:

- a. Has a current TCOLE peace officer intermediate certification
- b. Is employed or has been employed for at least three (3) continuous years as a law enforcement officer commissioned by TCOLE and
- c. Has actively worked as a law enforcement officer within the twelve (12) months preceding his application

B. Applicant qualifications: The Chief, without regard to the existence of or requirements for any eligibility list for beginning positions in the Department, may appoint applicants to police officer positions provided the applicant meets the following minimum requirements:

- a. Active City of Kingsville Reserve Police Officer for minimum of 12 months.
- b. Has a current minimum TCOLE peace officer basic certification
- c. Completion of Section 1 Entry-Level Hiring processes (b-g)
- d. Officers hired through this process are required to complete in-house training as mandated by Police Chief of all new hire and alternate hire personnel.

Section 2 Entry Requirements for Alternate/Lateral Hires/Reinstated Officers

Each applicant must successfully complete requirements, as determined by the Chief of Police to include a Panel Interview as outlined in Section 1.1(d).

Section 3 Salary and Promotion Opportunities

Compensation and promotion opportunities for a Reinstated Officer or Lateral entry Officer shall be as follows:

The beginning salary of officers appointed under this alternate hiring/Lateral Entry or Reinstated Officer process may be equal to the 37 month Police Officer salary. Officers will not be eligible to receive credit for prior service with the Kingsville Police Department to attain Step D of the wage plan until completion of 12 months of new service. These officers shall become eligible to take the ~~Corporal~~ Lieutenant examination 24 months after completion of probation. These officers shall be treated as new employees for all other purposes, including seniority, benefits and eligibility for promotion.

Section 4 Other Provisions

Applicants who are appointed must successfully complete an in-service training program specifically designed for applicants who are hired in accordance with this alternate hiring process. The applicant must also complete a field training period designed for applicants who are hired in accordance with this

alternate hiring process. The Chief, in his sole discretion, may deny the application of any applicant at any time.

ARTICLE 8 PROBATIONARY PERIOD

Section 1 Initial Probationary Period

A person who is already licensed as a peace officer when appointed as a sworn police officer with the Kingsville Police Department must serve a probationary period of one year beginning on the date of the individual's employment as a police officer. The one-year initial probationary period for a person without a peace officer license who must attend the police academy shall begin upon successful completion of the academy and appointment as a Kingsville police officer.

Section 2 Discharge of Probationary Employee

During an employee's initial probationary period, the chief may discharge the employee with or without cause. A probationary employee may be dismissed at the discretion of the Chief, without appeal to arbitration, to the Commission or to any court, at any time during the 365 calendar day period subsequent to being sworn in as a City of Kingsville Police officer.

Section 3 Extension of Probation

A new officer's probationary period will automatically be extended if he or she is absent for a continuous period of more than ten days for illness, injury, jury duty or military reserve leave or any other type of leave. The extension of the new officer's probation shall be equal to the amount of lost time.

At the sole discretion of the Chief, a probationary officer may be offered an extension of his or her probationary period for up to six additional months to permit the probationary officer to improve deficient performance.

During any such extension of an officer's probation, the newly hired probationary officer may be discharged with or without cause. The rate of pay shall remain the same during the probationary period and shall not automatically increase due to length of service.

Section 4 Probation after Promotion

A newly promoted officer shall serve a probationary period of 180 days. In the event the newly promoted officer does not successfully complete the 180-day probationary period, he will be placed back into the classification from which he was promoted, and the next qualified officer on the eligibility list will be promoted. The officer may elect to appeal his demotion to the Civil Service Commission, but not to a hearing examiner.

Written evaluations will be conducted on a weekly and/or monthly basis. The probationary period may be adjusted so as to properly allow for any unforeseen leaves of absence or other approved breaks in service. Promotional probationary periods may be extended for 90 days at the Chief's discretion.

ARTICLE 9 PROMOTIONS

Section 1 General

1. All positions in the Police Department shall be administered in accordance with Chapter 143 of the Texas Local Government Code. All covered positions which are above entry level shall be filled by competitive means (3 or more persons). The means for promotion will include a written test, an

internal review board; and a point system (which reflects discipline, education, job performance and longevity with the Kingsville Police Department).

If there are not 3 or more persons with three (3) years' experience at the next lower position, then the Chief may reduce the experience level to 18 months and by license level and then in increments of 6 months until a sufficient number of candidates is available for competitive testing.

2. Vacancies will be filled in the order as they appear on the current promotion eligibility list unless bypassed by the Police Chief. ~~The employee status form will~~ Notice shall be sent to the Civil Service Director for certification prior the persons being promoted.
3. Vacancies will be filled from the current promotion eligibility list no later than 30 calendar days from the date of the vacancy.
4. When the current promotion eligibility list has been exhausted or has expired, the Chief or his designee shall notify the Commission to post the announcement for the promotional test no later than ten (10) business days from the day a vacancy occurs. The Commission or its designee shall post the announcement within thirty (30) calendar days from the request of the Chief. A written promotion examination will be conducted within ninety (90) calendar days from the announcement of the promotional test if no material reading list is posted or within thirty (30) calendar days of the announcement if a material reading list is posted.
5. An employee who appears on a current promotion list may be passed over for a promotion for another employee whose promotional ranking is lower under the following circumstances:
 - a. The employee is under criminal indictment, or charged with a criminal offense
 - b. The employee has been convicted or is on a pre-trial diversion for a felony, Class B misdemeanor or above, or a crime of moral turpitude.
 - c. The employee has received a suspension, demotions, or has been suspended indefinitely since the promotion list was approved and posted by the Commission.
 - d. If any employee on the current promotion list has been passed over for a promotion by virtue of the conditions set out in A, B, or C, and that employee has been found not guilty or the charges have been dismissed against the employee, the employee will be returned to the top of the current promotion list.

Section 2 Posting of Vacancy

1. All vacancy announcements will be posted on the Police Department bulletin board. All officers who wish to apply may do so in the Civil Service Director's office during administrative business hours.
2. The vacancy announcement will include:
 - a. Title
 - b. Purpose of Examination
 - c. Registration: candidates must register to take the written examination no later than fifteen (15) calendar days after the posting of the vacancy announcement during regular administration business hours in the office of the Civil Service Director.
 - d. Date, Time and Place of Written Examination
 - e. Date of the Announcement
3. The vacancy announcement is not a contract and nothing in the announcement shall be construed as binding on the Police Department or the City.

4. The posted material reading list shall include:
 - a. List of official source materials,
 - b. Total number of questions from each source if available from the testing company
5. All source material will be approved by the Police Chief prior to its use.
6. Candidates must meet all minimum eligibility requirements for the position, including time in grade or tenure, seven (7) business days prior to the written exam.

Candidates not eligible to test must be notified in writing by the City Civil Service Director or designee prior to the test stating the reason for ineligibility.

Any material submitted within seven (7) business days before the actual date of the written examination will not be used in calculating administrative points.

All material submitted relative to eligibility for examinations or promotions must be submitted to the Human Resource Office.

A test will be administered any time there is a promotional vacancy and three (3) or more members sign up to test.

Section 3 Procedures to Appeal Examination Questions

1. Candidates may review their written examination in the Commission office or in the office of its designee during regular business hours. Candidates will have five (5) business days from the date of the written examination to review and appeal questions(s) on the test as many times as needed during the five (5) business days. The candidate must make an appointment with the Commission or its designee to review the written examination. Candidates will be allowed to bring only the reading material used in the exam to the review area.
2. The appeal form will include the number of the question being appealed and the specific reason for the appeal. Documentation (from the approved reading list for the test) to support the appeal must be provided by the candidate or the appeal will not be heard. Neither the Commission nor its designee will assist in preparing the documentation; the responsibility is solely on the candidate.
3. All appeals supported by the required documentation shall be sent to the Commission. The Commission will hear the appeals of all properly and timely filed appeals within twenty (20) business days of the deadline date for filing appeals pursuant to this section unless otherwise specified by the Commission.
4. The candidate shall not keep a copy of the appeal.
5. The time and place of the appeal hearing will be posted on the Police Department bulletin board.
6. Candidates who are on duty will be relieved to attend the appeal hearing.
7. Each candidate will have an opportunity to appear before the Commission and provide information regarding the appeal.
8. The Commission may uphold the appeal or deny the appeal.
9. The Commission's decision is final.

10. After all appeals have been reviewed by the Commission and appropriate changes made, the list of eligible candidates who will proceed to the Internal Review Board (IRB) will be posted within five (5) business days. This list will include the written exam scores of all candidates scoring a 70% or better.

Section 4 Internal Review Board (IRB)

1. Candidates who receive a seventy (70) percent or higher on the written test score (after the Commission hears/rules on all appeals) will advance to the IRB. In situations when only one (1) candidate passes the promotional exam, the Chief may bypass the entire IRB and scoring processes.
2. The IRB will consist of a panel of five (5) members as follows: Three (3) members will be from the Kingsville Police Department and will hold the rank equal to or higher than the rank being tested for. Two (2) members will be supervisory police officers from an outside law enforcement agency. For Commander positions, the panel shall consist of the Chief, Commander and a Captain designated by the Chief.
3. Questions will be asked (the same questions will be asked of each candidate) to ascertain the candidate's suitability for promotion. The dimensions the IRB is designed to measure are:
 - a. Interpersonal skills
 - b. Motivation;
 - c. Initiative;
 - d. Supervisory readiness
 - e. Oral communication skills
4. Once the IRB begins, candidates will have ten (10) minutes to make a presentation about themselves. Afterwards, the panel will ask questions referenced above.
5. Each rater will grade the candidate separately on each of the five dimensions listed above. The score for each dimension will be between a one (1) being the lowest and twenty (20) being the highest. The grade sheets will be completed by each rater and immediately turned over to a proctor (Commission designee), who will also be in the room during the IRB. There will be no discussion during the rating concerning the responses given by the candidate. Once the IRB's are complete, the proctor will go through each of the raters' response sheets. The IRB will be rated as follows:
 - a. The five scores of each dimension will be totaled.
 - b. The totaled score will be multiplied by the appropriate weight for IRB depending on the rank being tested.
6. No candidate may appeal an IRB score unless there is a mathematical miscalculation.
7. Once the IRB's are concluded, the Commission will have five (5) business days to compute the combined scores from the written test and the IRB. This will be known as the raw score. For scoring and weighted test/IRB values, see Appendix B.

Section 5 Additional Points

1. A review of each candidate's personnel file will be conducted by the Civil Service Director or designee five (5) days prior to the date of the written test.
2. Points will be awarded as follows:
 - a. Longevity Add 1 point per year of service in current rank not to exceed 10 points

- | | | |
|---------------------|--|-----------------------------------|
| b. Education | Points for highest level only: | Associate's Degree – Add 2 points |
| | | Bachelor's Degree – Add 4 points |
| | | Master's Degree – Add 6 points |
| c. Military service | 24 months or greater add 5 points | |
| d. Reprimand | Subtract 2 points per reprimand (within 2 years of test) if supported by written disciplinary finding | |
| e. Suspension | Subtract 4 points per suspension (within 2 years of test) if supported by written disciplinary finding | |
| f. Demotion | Subtract 6 points (within 2 years) if supported by written disciplinary finding | |

3. After all points are tabulated; the result will be added to the raw score of each candidate and will constitute the candidate's final score. Once a final score list is established, it will remain in effect for either one (1) year from the date of establishment or until the list is exhausted, whichever occurs first.

Section 6 Tie Breakers

If after the written test, the IRB and the additional points awarded to each candidate result in two or more candidates being tied, the following will be used to break the tie starting with (a) and going through in order until the tie is broken:

- (a) Years of Experience – If a tie still exists, the person shall be ranked in the order according to which person has the most number of years of active paid full-time experience as a certified peace officer.
- (b) Higher Certification - If a tie still exists, the persons shall be ranked in the order according to which person has the higher certification level as a peace officer through TCOLE.
- (c) Highest Degree – If a tie still exists, the person shall be ranked in the order according to which person possesses the highest educational degree (Masters, Bachelors, Associates).
- (d) Higher Education Hours – If a tie still exists, the person shall be ranked in the order according to which person possesses a higher number of college/university hours. Hours shall be calculated in a manner to determine equivalents for comparison.
- (e) By Lottery – The numbers of 1 – 10 shall be placed on individual papers in a container. The Candidates shall select a paper from the container. The candidate drawing the highest number shall be placed on the eligibility list above the person drawing the lower number.

Section 7 Requirements for Promotion

Lieutenant – Must have three (3) years of current continuous/uninterrupted service as a police officer with the Kingsville Police Department and must have an intermediate certification from TCOLE as a peace officer

Captain – Must have three (3) years of current continuous/uninterrupted service as a Lieutenant with the Kingsville Police Department and must hold an Advanced certification from TCOLE as a peace officer

Commander – Must have three (3) years of current continuous/uninterrupted service as a Captain with the Kingsville Police Department and must hold an Advanced certification from TCOLE as a peace officer.

Section 8 Promotion Requirement

Prior to official promotion, employee must successfully complete and pass the following:

- a. Medical examination
- b. Drug test, and
- c. Psychological examination

Section 9 Senior Officer

Police officers who have 60 months of current continuous service with the Kingsville Police Department and possess either an Intermediate Certificate from TCOLE or at least 60-hours of college credit from an accredited college or university shall be eligible to receive recognition as a senior officer. The Chief of Police shall select a type of recognition symbol to be displayed on an officer's uniform.

Section 8 10 Appointment of an Assistant Chief

The Chief may at his sole discretion appoint from the staff of the Department an Assistant Chief of Police. An officer appointed to the position of Assistant Chief must have been employed by the Department, as a sworn officer, for at least five (5) continuous years and immediately before the appointment hold the rank of Captain or above. The appointed officer shall serve at the pleasure of the Chief and may be demoted to his previously held civil service rank without cause. In no event shall any demoted appointee cause another employee to be demoted because of his returning to a civil service apposition. The Employer shall authorize additional staffing positions in order to avoid such "bumping"; however, the Employer may reduce the extra staffing positions later by attrition in order to return to the previous authorized number of positions.

ARTICLE 10 SENIORITY

For the purposes of this Agreement only, seniority shall be defined as the length of service by an employee within his civil service classification from the most recent date of appointment as a police officer with the City of Kingsville. Seniority is the determining factor in the assignment of relief days (regular days off), vacation days, vehicles, and areas. If two or more officers have equal service, seniority shall be determined by the highest test score on the appropriate hiring or promotional examination.

ARTICLE 11 PERFORMANCE EVALUATIONS

The written performance evaluation process will be standardized by the Police Chief with the approval of the Civil Service commission. Bi-annual evaluations shall be conducted. Failure to issue a particular performance evaluation shall not be considered a breach of this agreement. Performance evaluations shall not be subject to the grievance process.

Written evaluations shall be based on job related factors and shall be prepared in an accurate and impartial manner. The merits of an individual performance evaluation shall not be subject to the grievance process under this agreement; however, police officers continue to have the right to add written comments in response to their performance evaluations, which shall remain part of the evaluation documents and shall be included in the employee's personnel file. The evaluation process is to be utilized as a tool for open communications in order to develop a more positive outcome of employee performance.

ARTICLE 12 OVERTIME

Section 1 Overtime/Compensatory Time

The City may adopt the 207(k) option permitted under the Fair Labor Standards Act, which would provide overtime after working a specified number of hours in a designated work period. There shall be no pyramiding of overtime under this Agreement.

Time off for sick leave, vacations, and holiday shall be counted as time worked for purposes of computing eligibility for overtime.

Section 2 Court Time

Any off duty officer who attends as a witness in any matters related to the performance of his assigned duties in either a criminal or civil matter in any case pending in the District, County, Municipal, Juvenile Court or before any Grand Jury proceedings or in conference with the District Attorney or their Assistants or in pre-trial conference or hearing, or at any proceeding by any Federal, state, County, or City or any subdivisions or agencies thereof, shall be entitled to overtime compensation for a two (2) hour minimum pay or actual time worked, whichever is greater.

Section 3 Call Back

All members of the department who are called back to work from off-duty by the Chief of Police or his designee shall be paid at least two(2) hours minimum pay or actual time worked (whichever is greater) at one and one half (1 ½) times the base rate of pay.

Section 4 Overtime

The Employer reserves the right to require any employee covered by this Agreement to work overtime.

Section 5 Pre-emption of Chapter 143

To the extent that any provision of this article conflicts with or changes Chapter 143 or any other statute, executive order, local ordinance or rule, this Agreement shall supersede such provisions, as authorized by Section 174 of the Texas Local government Code.

ARTICLE 13 SHIFT SCHEDULES AND ASSIGNMENTS

Flex time for school

The City shall continue its practice, effective as the date of the execution of this agreement, of permitting officers who are enrolled in college to flex their work time in order to attend a college class which meets during the officer's regularly scheduled work time. Any flexing of time for college class attendance must have the advance approval of the Chief, or his designee, and the officer must make up the lost time as approved by the Chief, or his designee.

ARTICLE 14 MEALS AND REST BREAKS

Employees shall normally be permitted two (2) fifteen minute rest breaks per shift, when they can be taken without a serious interference with the work at hand. Patrol Division employees will normally be permitted to take a paid thirty (30) minute lunch period when released by the supervisor. Detectives and administrative personnel covered by this Agreement will have a one hour unpaid lunch.

ARTICLE 15 TRAINING

The City shall continue its practice, effective as of the date of the execution of this Agreement, of permitting officers to request to attend job-related training schools. To be eligible, the officer must submit his request in writing to the Training officer, and the Chief or his designee must approve the request. The approval or disapproval of any request is within the sole discretion of the Chief. If the training is five (5) consecutive days and requires more than 40 hours of classroom time, then the officer's work time shall be reduced the next week. For approved training, the officer shall receive the same per diem as other City employees for meals and lodging, and the City shall pay the registration fee. Travel time to and from the location of the training will be used in the calculation of the officer's weekly forty (40) hours. Officers attending mandatory core courses to maintain current certifications as required by TCOLE shall attend the classes on city time with prior approval.

ARTICLE 16 SAFETY AND EQUIPMENT

Section 1 General

The City shall maintain an adequate quantity of modern, marked and plain vehicles, radios, and other essential equipment as determined by the Chief at his sole discretion.

Section 2 Radios

The city shall provide hand-held radios that are capable of transmitting and receiving appropriate radio communication at all locations within the City

Section 3 Bullet-Proof Vests

The City shall provide to all employees a bulletproof vest with a minimum standard of Threat Level 3A with trauma plate. Vest shall be provided to all new employees prior to the end of their first week as officers. One free fitting per year will be provided by the City. The City will check and replace liners as needed.

Section 4 Patrol Car Cages

All marked patrol units shall be equipped with car cages.

Section 5 Shotguns and Racks

All officers meeting the shooting qualification of such guns shall have a shotgun, a rifle and associated mounting assemblies in marked police units.

Section 6 Uniforms

1. Each member of the bargaining unit shall be entitled to the following at no cost to the employee: (1) 5 pair of uniform trousers, (2) uniform shirts: 5 short sleeved and 5 long sleeved, (3) 2 name plates, (4) 2 ties, (5) 1 winter police jacket with removable liner, and (6) 1 police raincoat.
2. The City shall make available rechargeable flashlights for each officer on his shift.
3. The City shall provide up to \$100.00 to repair or replace prescription glasses, contacts and watches, and up to \$25.00 to replace or repair non-prescription sunglasses which are damaged in the line of duty. Upon approval of the chief, the City shall provide up to \$100.00 for repair or replacement of holsters damaged beyond repair in the line of duty. "Repair" includes only that work necessary to make the holster serviceable, and does not include cosmetic damage. The Chief shall inspect all holsters and watches at the time of execution of this contract to determine if any prior damage exists.

4. The City shall continue its current practice, as of the execution date of this Agreement, of providing cleaning services for officers' uniforms. Also, the employer shall provide cleaning services for non-uniform officers to a maximum of three (3) two-piece dry cleanings per week.
5. The City shall provide a clothing allowance of ~~\$75.00~~ 100.00 per month to each officer assigned to the Detective Division as a Special Investigator or as directed or required by the Chief to work in a non-uniform assignment.
6. Uniformed officers may request a reimbursement of up to \$75 annually for the purchase of approved uniform boots.
 - a. Officers must submit the receipt within two (2) weeks of purchase date.
 - b. Uniform boots may be purchased from any vendor.
 - c. Uniform boots purchased under this program shall be properly cared for and maintained by the employee.
 - d. Damages that occur to uniform boots either on or off the job will be the responsibility of the employee.

Section 7 Firearm/Equipment Purchase

The City shall continue its practice of financially assisting new officers and existing employees on a case-by-case basis with the purchase of a firearm and any other duty related accessories. The officers must submit a written request, and upon execution of documents permitting withholding of pay, the City will purchase the officer's firearm and accessories. The officer repays the cost of the firearms and accessories through payroll deductions over 26 pay periods but in no event shall the reimbursement be in increments of under \$50 per pay period. If the officer leaves the employment of the City before reimbursing the full cost of the firearm and accessories, the officer shall forfeit his equity and the firearm and accessories becomes the property of the City or the officer may pay off in full the remaining amount owed. All firearms and other accessories shall be for City use only. Any officer purchasing a firearm shall qualify with such firearm according to the departmental policy in order to carry the firearm for duty.

Ammunition will be provided by the City to each officer. Ammunition will include two (2) boxes of practice ammunition to be used during annual requalification and one box of duty ammunition to be carried while on duty. All distributions of ammunitions shall be accounted for and any unused ammunition must be returned and logged in for proper inventory and/or disposal.

Section 8 Take Home Cars

The Chief of Police shall have the authority to assign take home vehicles.

Section 9 Target Practice

The City shall provide the ammunition and targets for all compulsory departmental required firearms training. In accordance with policies set by the Chief, officers shall be permitted to voluntarily practice at the range while off-duty.

Section 10 K-9 Officers

K-9 handlers shall be allowed to work 36 hours per week at regular pay in addition seven (7) hours per week shall be paid at four (4) hours regular time and three (3) hours overtime for the animal's veterinary care, routine care for the K-9's physical health, welfare and grooming, daily and routine maintenance for the K-9's patrol vehicle, and field equipment.

ARTICLE 17 OFF-DUTY EMPLOYMENT

The Chief of Police shall create a policy regarding extra-duty employment, which shall be similar to that in effect prior to this agreement. Permission to work extra-employment shall not be unreasonably withheld.

ARTICLE 18 DRUG AND ALCOHOL TESTING

Section 1 Present Policy

In order to help provide a safe work environment and to protect the public by ensuring that police officers are fit to perform their assigned duties, the employer may continue to enforce its present drug and alcohol testing policy.

Nothing in the article shall be construed to abolish the existing authority and practice of the City to conduct drug test for:

- Pre-employment
- Pre-assignment for other duties & periodically when doing drug interdiction duties
- Reasonable suspicion
- On return to duty after an absence of 30 days or more
- Post-accident
- Post-firearm discharge
- Promotion

Such test will be conducted under the same laboratory processes and protocols as mandatory random testing.

Section 2 Random Drug Testing

The City and the Association agree that police officers may be called upon in hazardous situations without warning, and that it is imperative to the interest of police officers and the public to ensure that police officers are not substance impaired. In order to further their joint interest in protecting police officers and the public, the City and the Association agree to mandatory random drug testing described in this section. Officers of all ranks shall be subject to mandatory random drug testing during each calendar year on a fair and impartial statistical basis as provided by City ordinance # 94019, or any amendments thereto. The fair and impartial statistical basis (in which each police officer had an equal chance of being selected) shall be by a non-discriminatory computerized program operated and certified as non-discriminatory by an independent firm hired by the City, and the employee shall be tested upon selected by the computer. This shall be done in accordance with City of Kingsville Policy 830 substance Abuse Policy.

Section 3 Notification

When possible, all officers will have random drug tests conducted during their shifts. In the event that an officer is off duty and is selected for a random drug test, a reasonable time period, as determined by the Chief of Police, will be afforded to the officer to allow for his travel time to submit to the test.

ARTICLE 19 POLITICAL ACTIVITY

Unless otherwise permitted by law, all officers shall refrain from using their positions or influence while in uniform or on active duty in any way for or against any candidate for public office. During working hours, employees shall not circulate petitions or campaign literature on behalf of candidates for elective office or be in any way concerned with soliciting or receiving and subscription, contribution, or political service on behalf of any candidate. During working hours, officers shall not in any manner contribute money, labor, time or other valuable things to any person for election purposes. Officers may not wear their uniform and must conceal their badge and gun when engaging in political activities during non-work time. Officers may respond to questions concerning their employment as Kingsville police officers or as police officers in general.

No officer may hold an appointive or elective office of public trust, with or without remuneration that would conflict with his Departmental employment or constitute dual office holding under state law.

Solicitation of funds or anything of value by officers for any purpose whatsoever shall be prohibited of or by an officer on the job, unless the officer has the approval of the Chief and/or the City Manager. No officer may be required to make any contribution or may be penalized or rewarded in any way according to his or her response to a solicitation.

Nothing in this article is intended to preclude the association or any of its members from approaching City management officials to informally discuss and resolve problems which may arise during the term of this Agreement.

ARTICLE 20 HOLIDAYS

Section 1 General Provisions

Holidays of Kingsville police officers will be consistent with the holidays designated for Kingsville non-civil service employees in City Policy No 720.01 – Designation of Holidays

Patrol officers shall observe each holiday designated above on the actual calendar day on which it falls and not on the City observed calendar day. Examples of Holiday Application: Christmas Eve shall be observed on December 24th and Christmas Day on December 25th. New Year's Eve shall be observed on December 31st and New Year's Day on January 1st.

All other officers assigned a 40 hour workweek shall not report for duty during any of the department's holidays or sell back any holiday. All other 40 hour workweek officers are entitled to observe the holidays authorized under this agreement as allowed in the City's personnel handbook.

Section 2 Officers Working on a Holiday

An officer who works on an official holiday shall be paid at time and one-half his regular rate of pay for the time worked. Officers working on a holiday shall have the option to schedule a day off at a later date or to receive straight time at his regular rate of pay for the holiday. A day shall be equal to the number of regularly schedule hours (For example: Officer A is assigned to a 10-hour shift and works on a holiday. Officer A may elect to receive 10 hours pay at his regular rate of pay or a day off at a later date. Officer B is assigned to an 8-hour shift and works on a holiday. Officer B may elect to receive 8 hours pay at his regular rate of pay or a day off at a later date.)

Section 3 Officers Not Working on a Holiday

An officer who is not working on an official holiday shall be credited with a day off at a later date. A day shall be equal to the number of regularly scheduled hours.

Section 4 Accrual and Use of Holiday Leave

All holiday leave accrued during a calendar year must be used within 2 fiscal years of occurrence. If the officer fails to exhaust the holiday leave, the holiday leave shall be forfeited. Holiday shall be used on a day per day basis and not in increments.

ARTICLE 21 VACATIONS

Section 1 Vacation Accrual

All officers with less than 10 years of continuous service with the City of Kingsville shall accrue 4.62 hours of paid vacation each bi-weekly pay period for a total of 120.12 hours per year. All officers with more than 10 years of continuous service with the City of Kingsville shall accrue 5.00 hours of paid vacation each bi-weekly pay period for a total of 130 hours per year.

A day of vacation is equal to the number of hours the officer is regularly scheduled to work at the time the vacation day is used. For example, if an officer is regularly scheduled to work 10-work shifts, and uses a vacation day, his vacation bank shall be reduced by 10 hours. Leave accruals not set forth in this agreement shall be accordance with the City of Kingsville's family Medical Leave (FMLA) policy.

Section 2 Use of Vacation

Vacation leave may not be taken prior to the successful completion of the probationary period. Officers shall request vacation time off in advance in accordance with policy determined by the Chief. The Chief shall schedule and approve all vacations. Officers can have unlimited accumulation of vacation time; but in no event shall officers be paid for more than 250 hours of vacation at the time of their separation. Unused vacation may not be cashed out, except that up to 250 hours of accrued vacation will be paid upon an officer's separation.

Section 3 Call Back From Vacation

An officer who is called back from vacation shall have his vacation re-credited beginning on the day he reports back to work or to court.

ARTICLE 22 SICK LEAVE

Section 1 Accrual of Sick Leave

Starting with the first month of employment, officers shall earn 4.62 hours of sick leave per bi-weekly pay period, for a total of 120 hours per year. A day of sick leave is equal to the number of hours the officer is regularly scheduled to work at the time the sick day is used. For example, if an officer is regularly scheduled to work 10-hour shifts and calls in sick, his sick leave bank shall be reduced by 10 hours. Leave accruals not set forth in this Agreement shall be accordance with the City of Kingsville's Family Medical Leave (FMLA) policy.

Section 2 Use of Sick Leave

Paid sick leave may be used for the illness of the employee and immediate family, provided that one hour's advance notice of the illness is given, absent an emergency.

Section 3 Pay for Unused Sick Leave

Upon retirement, resignation or other separation in good standing, an officer will be paid up to 800 hours of his or her accrued, unused sick leave.

Section 4 Verification of Need for Sick Leave

The Employer may require the officer to obtain verification of the circumstances surrounding use of sick leave, and an officer using or attempting to use sick leave without proper cause shall be subject to disciplinary action, including dismissal.

Section 5 Retiree Conversion of Accrued Sick and Vacation Leave

An employee who retires may elect to have the compensation associated with the maximum accrued vacation and sick leave payable upon separation of employment under this Agreement applied toward payment of the employee's share costs associated with the employee's retirement health insurance for a period not to exceed eighteen (18) months from the date of departure.

Section 6 Sick Leave Buy Back Program

After an employee has accrued the maximum of 800 hours of sick leave that City would pay upon separation of employment or retirement, the employee may participate in the sick leave buy-back program.

If an employee does not use more than 40-hours of accrued sick leave in a fiscal year, the employee will be eligible to sell back up to 40-hours of accrued sick leave from the 800 hour bank for cash at their current rate of pay. Once the employee opts to sell back sick leave, the 800 hour bank is reduced by the number of hours sold back to the City each fiscal year. Sick leave hours accrued after participation in the sick leave buy-back program will be placed in the employee's sick leave bank for hours that are not reimbursable upon separation.

Written notification of the employee's desire to sell accrued sick leave must be submitted to payroll on or before October 15th of the following year and payment will be made in the first full pay period after November 10th.

ARTICLE 23 MODIFIED DUTY

Modified Duty Assignments:

There is no guarantee of modified duty.

1. Officers who are temporarily disabled due to an occupational injury, occupational disease, or a non-occupational condition, and as a result, are unable to perform their regularly assigned duties, may be eligible for modified duty assignments if available, as determined by the Chief, and not to exceed a 6 month period from the date of injury/illness.

Modified duty assignments are considered temporary. The type and length of modified duty assignments will be contingent upon availability and a provider's restriction statement(s).

2. Officers must advise their providers of their position as police officers and the physical requirements of the position.

3. Officers placed on modified duty by their provider must immediately notify their division supervisor and provide supporting documentation detailing the restriction(s). It is the employee's responsibility to obtain and submit a copy of the supporting documentation to the office of the Police Chief.
4. Officers on modified duty must comply with restrictions of their provider and as such, the described restriction shall be considered direct orders from the Police Chief should the officer return to work in a modified duty capacity. Failure to comply with indicated restrictions shall be grounds for disciplinary action for failure to comply with a lawful order while on-duty.
5. Officers have the option of accepting or refusing modified duty. However, if accepted, the officer shall take any duty assignment ordered by the Chief of Police. Failure to accept a modified duty assignment for a work related injury/illness shall negate the City's responsibility as outlined in TLGC 143.073.
6. Officers can be on modified duty for a maximum of six (6) months from the first date of the injury/illness. This can be extended by order of the Chief of Police. All officers on Modified Duty under this article will be evaluated by their provider and at their own expense every fifteen (15) to thirty (30) days depending on the individual's condition to determine if the officer is medically able to return to full duty. Officers not cleared after six (6) months of being on modified duty can utilize their sick leave, vacation, and holiday as outlines by City of Kingsville Policy # 750 Family and Medical Leave.
7. Officers on modified duty will retain their rank and all incentive pay that goes along with their rank. They will continue to accrue compensatory, holiday, sick and vacation time while on modified duty.
8. Officers on modified duty will not work any outside employment requiring law enforcement services.
9. An Officer's assignment to modified duty shall not impair that officer's right to any and all other paid leave.
10. Officers cleared by their physician to go back to full duty must immediately inform their immediate supervisor.

ARTICLE 24 LEAVES OF ABSENCE

Section 1 Occupational Injury or Disability

An officer who is injured in the course of employment shall be covered by the Texas worker's compensation Act and by the provisions of Chapter 143.073(a). The City may require the officer to provide a status report on a reasonable basis from the officer's physician at any time the officer is off work due to an injury. The City may require an officer to perform modified duties if the officer is released to return to work with restrictions.

Section 2 Administrative Leave

The City Manager or the Chief may grant administrative leave with or without pay when in the sole discretion of the City Manager or the Chief, such leave is warranted and is in the best interest of the Department.

Section 3 Bereavement Leave

An officer is entitled to have three (3) work days off to mourn the death of an immediate family member. "Immediate family" includes spouse, parents, stepparents, parents-in-law, brothers, sisters, children, stepchildren and grandparents or any person residing in the employee's household. The officer may be required to submit proof of relationship if requested by the Chief. Bereavement leave must be taken within three (3) months of date of death or time is lost. Bereavement leave is not accruable for payment.

Section 4 Jury Duty Leave

An officer who is called for jury duty shall receive his or her regular rate of pay for the duration of the jury service.

Section 5 Flex Leave

All covered members shall earn four (4) hours of Flex Leave during the Employee's birth month.

- Flex Leave may be taken in increments of one hour, or fraction thereof, upon proper approval.
- Employees are required to provide supervisors with reasonable advance notice and obtain approval prior to leave. This allows for the employee and supervisor to prepare for employee's scheduled time off and assure all staffing needs are met.
- No cash payment for unused Flex Leave shall be authorized at any time nor upon separation of employment.
- Flex Leave is not transferable between Employees.
- Flex Leave shall not be used to extend an employee's separation date. The last day worked shall be the official separation date.
- Employees shall take Flex Leave concurrently with any FMLA leave for which they are eligible in appropriate circumstances.
- Employees on Flex Leave are subject to recall in emergency situations as deemed appropriate by the Employee's supervisor.
- Flex Leave shall be used within 12 months of accrual or forfeited.

Section 6 Pre-emption of Chapter 143

To the extent that any provision of this article conflict with or changes Chapter 143 or any other statute, executive order, local ordinance or rule, this Agreement shall supersede such provisions, as authorized by Section 174 of the Texas Local Government Code.

ARTICLE 25 PERSONNEL FILES

Section 1

The Chief of Police or his designee shall be the custodian of the Member's 201 personnel file within the Personnel Office of the Police Department subject to the requirements of applicable law. A log will be kept of the names of individuals who have had access to the Member's 201 file except where not permitted by law or court order.

Section 2

A Member may schedule to review his 201 file during normal business hours.

Section 3

Pending disciplinary actions and internal grievances will not be included in the Member's 201 file until all internal review procedures within the Chief's Office have been completed.

Section 4

Any supervisor receiving a member's training certificate will forward such certificate to the Chief of Police for placement in the member's training file.

ARTICLE 26 INSURANCE BENEFITS

The same level, scope and financial participation in cost, as may be provided to non-bargaining unit employees, will be provided to bargaining unit employees. The City reserves the exclusive right to determine what the level, scope, and financial participation, if any, will be and modify same at its discretion for all bargaining unit employees.

ARTICLE 27 RETIREMENT

Every employee in the bargaining unit shall be covered by the Employer's retirement plan at the contribution rate set for the employer and the employee by the City.

ARTICLE 28 DEFERRED COMPENSATION PLAN

The City shall continue its practice, effective as of the date of the execution of this Agreement, of permitting officers to participate in the citywide deferred compensation plan. The officer's participation shall be under the same terms and conditions as all other city employees.

ARTICLE 29 COMPENSATION

Section 1 Compensation

Collective bargaining agreement wages for October 1, 2020 2022 – September 30, 2022 2023 - See Appendix A

Collective bargaining agreement wages are effective the first day of the first full pay period of each fiscal year.

Ranges:

- PD-2 This range is the hiring range for all new certified police officers appointed to the Police Department. The employee shall advance through this range based on time in-grade as defined by the schedule.
- PD-3 Upon promotion to Lieutenant, the employee is placed at this range; advancement through this range is based on time in-grade as defined by the schedule.
- PD-4 Upon promotion to Captain, the employee is placed at his range; advancement through this range is based on time in-grade as defined by the schedule.

PD-5 Upon promotion to Commander, the employee is placed at this range; advancement through this range is based upon time in-grade as defined by the schedule.

Section 2 Education and Certification Pay

1. Education Incentive Pay:

Associates Degree	\$	50.00	per month
Bachelors Degree	\$	100.00	per month
Masters Degree	\$	200.00	per month

Individual degrees must be obtained from an accredited college or university. Officers shall receive pay for only one degree and not all three.

2. Certification Pay:

Intermediate Police Officer Certificate	\$	30.00 40.00	per month
Advanced Police Officer Certificate	\$	52.00 62.00	per month
Master Police Officer Certificate	\$	100.00 110.00	per month

Officers shall receive certification pay for an Intermediate Certificate, Advanced Certificate or Master Peace Officer Certificate, not all three.

3. Other Certification Pay:

Intoxilyzer Operator Certificate	\$	30.00	per month
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Officers possessing certification for training programs not approved shall not receive certification pay.

4. Method of Computing Salary Increases

Each percentage increase in officer's salaries shall be made to the base salaries in effect just prior to the date of the wage increase.

5. Shift Differential

Effective upon the execution of this Agreement, officers who perform work between the hours of 9:00 p.m. and 7:00 a.m. shall be paid a shift differential of ~~35~~ 50 cents per hour. The shift differential shall be applied only to hours actually worked.

6. Field Training Officer

Field training officers shall be paid the following per day when actually performing FTO duties:

\$	9.25 15.00	per day
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ARTICLE 30 LONGEVITY

The Employer shall pay a longevity allowance of ten dollars (\$10) per month per year of service to officers who have completed one (1) to twenty-five (25) years of service to each officer covered by this Agreement. The allowance shall be paid on a bi-weekly pay period basis

ARTICLE 31 EMPLOYEE INVESTIGATIONS AND DISCIPLINARY ACTION

The Association understands and agrees that the Chief of Police, as the duly appointed department head, has the original authority and responsibility over the personnel management of the Police Department, subject to such procedures required by law. The Association further understands and agrees that the Chief of Police retains the sole authority and discretion to determine whether an alleged violation of disciplinary rules should be further investigated.

This agreement incorporates Policy 208 (Citizen Complaints) and Policy 209 (Internal Investigations) 2-4 ~~Internal Investigations Process~~ of the City of Kingsville Police Department.

Section 1 Signed Complaints

Before any internal investigation, pursuant to Chapter 143 of the Texas Local Government Code (TLGC), resulting from a citizen complaint can be initiated against a police officer, that citizen will be required to sign a sworn affidavit, clearly stating the allegation. A copy will be made available to the officer with the notice of investigation letter. If the citizen refuses to sign an affidavit there will be no internal investigation on the officer based on the complaint from the citizen.

Section 2 Administrative Leave

At the sole discretion of the Chief of Police, an officer may be placed on administrative leave, either with or without pay, pending the investigation of any complaint against an officer. The length of time an officer may be placed on administrative leave shall be for no longer than required to conduct an investigation. Under no circumstances will an officer be placed on administrative leave as a means of punishment.

Section 3 Standards of Discipline

No employee shall be reduced in pay or position, suspended, indefinitely suspended, or subjected to disciplinary action except as allowed by TLGC Chapter 143. In all instances discipline will be applied in a corrective manner. It shall take into account the circumstances surrounding the incident, the nature of the violations, the employee's record of discipline, and the employee's record of performance and conduct.

Discipline may be administered in steps except as allowed by TLGC Chapter 143.

1. Written Reprimands

Written reprimands may be issued by any supervisor to an officer without requiring prior notification once approval is received from the Police Chief or his designee. Copies of all written reprimands shall be given to the affected officer. The officer may reply and such reply shall become a part of the officer's permanent civil service file. No written reprimand shall be placed in the file without the officer's knowledge. Letters of reprimand shall become a part of an officer's departmental file.

2. Suspension

3. Demotion in rank

4. Indefinite Suspension

The Chief of Police shall have the discretion to implement disciplinary action commensurate with the nature of the offense.

Section 4 Process of Appeal

The Chief may reprimand, demote, suspend without pay or indefinitely suspend any non-probationary police officer as allowed by TLGC Chapter 143. Except for verbal and written reprimands, a non-probationary officer may appeal disciplinary actions, including suspension to the City of Kingsville Civil Service Commission pursuant to Chapter 143 of the TLGC or to a hearing examiner, as provided in Chapter 143.057 of the TLGC.

In addition to the rights of the Chief to promote, temporarily suspend or to indefinitely suspend an Employee for cause as set forth in the TLGC Chapter 143 or the rules and regulations of the Department or the City's Civil Service Rules and Regulations, the Chief may impose "alternate disciplinary action" or require attendance or participation in a remedial, education or rehabilitative programs.

Section 5 Minor Suspensions

Use of Leave in Lieu of Minor Suspension Without Pay

If a member of the bargaining unit received a statement of suspension without pay of five (5) calendar days or less, the member of the bargaining unit may with the approval of the Chief, within three (3) days of receipt of the suspension, forfeit vacation or holiday time equal to the length of the suspension. The forfeited vacation or holiday time will not constitute hours worked. In the event a member of the bargaining unit has received a disciplinary suspension within the preceding twenty-four (24) month period, the member may only forfeit vacation or holiday time with the Department Head's permission. The member must agree that there is no right to appeal the suspension nor right of review before any administrative body or judicial body if this method of suspension is chosen and the employee must sign a waiver of appeal and agree to the suspension.

Section 6 Appeal

Members who receive a suspension without pay of five (5) calendar days or less may only appeal their suspension, unless waived in accordance to Section 1 above, to the Civil Service Commission and provisions of TLGC Chapter 143.057 shall not apply to such suspensions. The provisions of this section shall supersede TLGC Chapter 143.057 which shall not apply to suspensions of five (5) calendar days or less.

Appeals of disciplinary actions not excluded above must be heard before the civil service Commission within 60 days of the filing of notice of appeal by the officer, unless a postponement is granted after a hearing, based on temporary unavailability of a witness or other evidence. A member may appeal indefinite suspension of employment to the Civil Service Commission in accordance with the rules of the Kingsville Civil Service Commission. If a member elects a speedy hearing on an indefinite suspension appeal by filing a written request, the Commission shall schedule and hear the case within 60 days of the filing of the appeal, unless a postponement is granted after a hearing, based on the temporary unavailability of a witness or other evidence. If the hearing is not convened by the Civil Service Commission within 180 days of the filing of the request for appeal, the disciplinary action shall be set aside and deemed as though unfounded. A member choosing not to appeal to the Kingsville Civil Service Commission may appeal a suspension or indefinite suspension of employment to an independent arbitrator.

Section 7 Arbitration Process

A member may, as an alternative to an appeal to the Civil Service Commission in Section 6 above, appeal a suspension or indefinite suspension to arbitration. If the appeal is for arbitration of a suspension or indefinite suspension, the member and the Chief or his designee (the parties) shall attempt to mutually

agree on an arbitrator. If the parties fail to agree on an arbitrator within fourteen (14) calendar days after the appeal is filed, the parties may promptly select an arbitrator in accordance with the procedures outlined in Article 32, Section 4, Step 5 for selection.

1. The hearing shall be commenced, but need not be completed, within 365 calendar days of the arbitrator's selection. Delay in commencement of the hearing within these time periods may occur due to unavoidable conflicts between the arbitrator and the parties' schedules, or by mutual agreement of parties. However, if the arbitrator selected cannot commence the hearing within 365 calendar days from his or her selection, and there is no agreement to extend the hearing to a later date by the parties, the parties may agree to a substitute arbitrator.
2. A stenographic transcription of the proceedings shall be made only upon written agreement of the parties prior to the commencement of the hearing. Should there be no agreement, the party desiring the transcript may have the transcript made at its sole expense.
3. The award of the Arbitrator shall state which particular factual charges he or she finds to be true, if any, and the particular rules he or she finds such conduct to have violated, if any. Where the charges are upheld, the award shall state whether the suspension or indefinite suspension imposed is upheld, or whether some lesser discipline is substituted.
4. It is specifically and expressly understood that the decision of the arbitrator is final and binding, except either party may appeal to district court if the arbitrator's decision was procured by fraud, or collusion or any other unlawful means or if the Arbitrator was without jurisdiction or exceeded his or her jurisdiction.
5. Only the Association may invoke arbitration on behalf of a member as provided herein and only the Association may represent or designate a representative for a member in an arbitration proceeding under this Article.

ARTICLE 32 GRIEVANCE PROCEDURE

Section 1 Scope of Grievance Procedure

The purpose of this grievance procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances. Only matters involving the interpretation, application, or enforcement of the terms of this agreement, shall constitute a grievance under the provision of this grievance procedure.

Section 2 Association Representation

A grievance may be brought under this procedure by one or more aggrieved employees or by the Association itself in cases where the subject of the grievance is an on-going practice by the City which affects the bargaining unit as a whole.

Section 3 Time Limits

The parties shall adhere to the time limits as set forth in this grievance procedure, and may mutually extend the time limits upon the request of either party. In the event that the employee or Association fails to meet the time limits at any step of the procedure, the grievance shall be considered satisfied and no further action shall be taken. Failure by the employer to meet the time limits at any other Step shall be considered an unsatisfactory response and the Association may appeal the grievance to the next step, so long as the time limit for appeal is met.

Section 4 Steps of the Grievance Procedure

A grievance within the scope of this procedure as defined in Section 1 shall be handled as follows:

Step 1 The aggrieved employee shall submit his written grievance to the Association grievance committee and a copy to the Chief. The committee shall determine whether the grievance is valid. The committee shall judge each grievance in a fair and equitable manner and shall not discriminate against employees who are not Association members. If, in its sole discretion, the grievance committee determines that the grievance is not valid, the committee shall give written notice of that determination to the aggrieved employee.

Step 2 If the Association deems the grievance to be valid, the Association shall submit a written grievance to the Chief within twenty (20) working days following occurrence of the event or from the date the employee should reasonably have known about the event, but no later than three (3) months from the occurrence of the event, giving rise to the grievance. The Chief shall respond in writing to this grievance within twenty (20) working days of its receipt.

Step 3 If the grievance has not been resolved at Step 2, the Association shall submit the grievance in writing to the City Manager within ten (10) working days following the receipt of the Chief's decision. The city manager shall respond in writing to this grievance within twenty (20) working days of its receipt. If the City Manager does not respond within twenty (20) working days, the grievance shall be deemed denied. The requirement in Steps 1 through 3 for written grievances and responses shall not preclude the aggrieved employee and the appropriate management representative from orally discussing and resolving the grievance.

Step 4

If the grievance has not been resolved at Step 3, the Association may request that the grievance be submitted to mediation with the Federal Mediation and Conciliation Services (FMCS). The FMCS will be contacted within ten (10) working days of the request for such services.

Step 5

If the grievance has not been resolved at Step 4, the Association may request that the grievance be submitted to mediation. The Association shall make a written request for mediation within ten (10) working days of receipt of the City Manager's response. Upon request of the Association, submission of the grievance to mediation shall be mandatory on the part of both parties. A mediator shall be agreed on by both parties within ten (10) working days of City receiving request for mediation. The agreed upon mediator will be contacted and a mediation date will be set on the earliest date the mediator and both parties are available.

Step 6

Arbitration. If the grievance has not been resolved at Step 5, the Association may request, within twenty (20) working days of the denial at Step 5, that the grievance be submitted to arbitration. The request shall state whether the Association claims that arbitration is mandatory; of no such claim is stated, arbitration is deemed voluntary. Submission of the grievance to arbitration shall be voluntary on the part of both parties except as expressly provided herein. The fees and expenses of the arbitrator shall be borne by the party ruled against as determined by the arbitrator in his/her award.

The decision of the arbitrator shall be binding on both parties. Arbitration is mandatory in a case in which the dispute involved the application, interpretation, or enforcement of an express

provision of this agreement. The following matters and actions are not subject to mandatory arbitration under this section:

- a. personnel evaluations,
- b. establishment of departmental rules and procedures,
- c. scheduling of work and overtime,
- d. the methods and processes by which work is performed,
- e. transfers,
- f. assignments,
- g. shift changes,
- h. any matter for which another hearing process is provided by contract or law including, but not limited to, reprimands, suspension, demotions, Passovers, and promotional examinations, and the scoring thereof,
- i. promotions, and the procedures and evaluations connected therewith,
- j. the exercise of any management right referenced in Article 3 of this agreement.

If arbitration is mutually elected, or required, a list of seven (7) qualified neutrals that are members of the National Academy of Arbitrators shall be requested from the American Arbitration Association (AAA) or other qualified agency. Within five (5) working days after receipt of the list, the Association and the City shall alternately strike the names on the list, and the remaining name shall be the arbitrator. If they do not so agree, each party may mail to the Human Resource Director a copy of the list of neutrals indicating the order in which they wish to alternately strike names. On the fifteenth (15th) calendar day following the mailing of the list by the AAA or other qualified agency, the Human Resource Director shall alternately strike the names in the order requested beginning with the opposite party's list from the last occasion of striking and the last remaining name shall be selected. Copies of the final strike order and the Human Resource Director will send each party's preferential list to the respective parties, but not before the selection is made. Should either party fail to deliver their list within fifteen (15) calendar days from the date the agency mails the list, the other party's seventh (7th) numbered strike shall be selected. Should both parties fail to deliver their list to the agency within 15-calendar days, the selection will be at random by the Human Resource Director.

The hearing on the grievance shall be informal and the rules of evidence shall not apply. The arbitrator shall not have the power to add to, subtract from or modify, the provisions of this agreement in arriving at a decision on the issue or issues presented; and shall confine his decision solely to the precise issue submitted for arbitration, and shall have no authority to determine any other issues not directly presented in the grievance. The decision of the arbitrator shall be final and binding upon the aggrieved employee, the Association and the City. The losing party shall pay all the fees and expenses of the arbitrator. The arbitrator shall designate the losing party for the purposes of this article, and may find that both parties lost in part and apportion fees and expenses accordingly.

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

- To exchange the names of witnesses to be called and the nature of their testimony prior to the hearing;
- To require the arbitrator to subpoena witnesses;
- To be represented by legal counsel;
- To present evidence, testify, and argue the evidence; and

- To confront and cross-examine adverse witnesses (subject to the reasonable discretion of the arbitrator to admit hearsay evidence).

If the arbitration is not mandatory, and not mutually elected, the Association may appeal the decision of the City Manager, resulting from Step 4, to the District Court in Kleberg County. In the event that the Court rules in favor of the Association, neither the Association nor the employee shall be entitled to recover any damages which could reasonably have been mitigated by the employee or the Association. The final judicial decision by the last court resorted to by either party shall be final and binding on all parties.

Nothing contained within this Article providing for final and binding arbitration shall be construed to apply to the statutory process for resolving an impasse in collective bargaining nor to require compulsory arbitration with respect to impasse.

ARTICLE 33 PERSONNEL REDUCTION

In the event of layoff of police officers in the city of Kingsville Police Department becomes necessary, the police officer with the least seniority shall be laid off first, and any further layoffs will be in the same order.

A reinstatement list shall be created and valid for one (1) year after the date the position(s) was vacated or abolished. No new police officers shall be hired until the police officers laid off have been given notice of re-hiring and the police officer(s) are given a fourteen (14) day period to notify the employer of intention to return to work. The fourteen (14) day period begins upon receipt of the employee's notice to the affected employee. If no response is received within the fourteen (14) day period, the name shall be removed from the list.

Police officers shall be rehired in accordance with seniority. Police officers rehired shall be required to meet the then existing employment requirements in place at the time of layoff; provided entry level written examinations shall not be applicable.

Before any layoffs occur, the Employer shall notify all police officers who are eligible for retirement so as they may exercise their rights to retire to avoid layoffs.

In the event of an organization restructuring necessitating a reduction in the number of personnel needed in each rank classification, the individual with the least seniority will be "bumped" back to the next lower rank. If seniority is equal between officers, the next criteria used will be time in service.

ARTICLE 34 MISCELLANEOUS PROVISIONS

1. Badge upon Retirement – Each member of the bargaining unit shall be entitled to their badge upon retirement from employment.
2. Contact Information

- a. All police officers shall be required, as a condition of continued employment beyond the probationary period, to obtain and maintain an operating phone. Any changes in phone numbers must be reported to the Police Chief's office within five (5) calendar days.
- b. Any changes in address must be reported within five (5) calendar days of event.

ARTICLE 35 MAINTENANCE OF STANDARDS

All economic benefits and working conditions enjoyed by the members of the bargaining unit as of the effective date of this Agreement shall remain unchanged for the duration of this Agreement, unless inconsistent with this Agreement or is mutually agreed to by both the Association and the City.

ARTICLE 36 SCOPE OF AGREEMENT

The parties agree that each has had the full and unrestricted right and opportunity to make, advance and discuss all matters properly within the province of collective bargaining. The above and foregoing Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as herein contained. For the term of this Agreement, each party waives the right to demand or petition for changes in the Agreement or to bargain over any subject during the term of this Agreement, even though the subject may not have been within the knowledge or contemplation of either party.

ARTICLE 37 SAVINGS CLAUSE

Section 1 General Savings Provision

Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provision of the Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement or revision herein shall become inoperative or fail by reasons of the invalidity of any other portion or provision.

Section 2 Pre-emption of Local Government Code and Other Provisions

The provisions of this Agreement shall supersede the provisions of any statute, executive order, local ordinance, or rule which are in conflict herewith, including for example and not by way of limitation, the contrary provisions of Chapter 143, the City Charter of the City of Kingsville, ordinances of the city of Kingsville; and Rules and Regulations of the Firefighters and Police Officers Civil Service Commission for the City of Kingsville.

ARTICLE 38 DURATION

This Agreement shall be effective from the 1st day of October ~~2020~~ 2022 and shall remain in full force and effect through the 30th day of September ~~2022~~ 2023 or until such time as it is superseded by a new contract between the parties, whichever occurs later, provided however that in no event shall this Agreement continue in effect after September 30, ~~2023~~ 2024.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed on this the
____ 28th-day of September ~~2020~~ 2022.

City of Kingsville

Kingsville Law Enforcement Association

Mark McLaughlin, City Manager

KLEA President – Johnny Campos

APPENDIX A - WAGE SCHEDULE

		<u>FY 2020-2021</u>	<u>FY 2021-2022</u>	<u>FY 2022-2023</u>
PD2 Step A	0-24 months	<u>19.41</u>	<u>20.00</u>	<u>20.90</u>
PD2 Step B	25-36 months	<u>20.96</u>	<u>21.59</u>	<u>22.56</u>
PD2 Step C	37-59 months	<u>21.74</u>	<u>22.39</u>	<u>23.40</u>
PD2 Step D	60-84 months	<u>22.25</u>	<u>22.92</u>	<u>23.95</u>
PD2 Step E	85-120 months	<u>22.72</u>	<u>23.40</u>	<u>24.45</u>
PD2 Step F	121 – 180 months	<u>23.55</u>	<u>24.25</u>	<u>25.34</u>
PD2 Step G	181+ months	<u>24.32</u>	<u>25.05</u>	<u>26.18</u>
PD3	Lieutenant	<u>26.65</u>	<u>27.45</u>	<u>28.69</u>
PD4	Captain	<u>28.98</u>	<u>29.85</u>	<u>31.19</u>
PD5	Commander	<u>33.12</u>	<u>34.11</u>	<u>35.64</u>

APPENDIX B - PROMOTIONAL EXAM SCORING PROCESS

RANK	WEIGHT OF WRITTEN TEST SCORE	WEIGHT OF IRB SCORE
Lieutenant	70%	30%
Captain	40%	60%
Commander	30%	70%

Examples:

1. Subject is testing for Lieutenant. Written test is 81%. IRB score 77 points (10+18+13+19+17). Additional points for longevity, education, etc. total 13 (nine years of service in current position [9 pts] and Bachelor's Degree [4 pts]).

Score computed as follows:

Test	81 X 70% =	56.70
IRB	77 X 30% =	23.10
Additional Points		13.00

Total Points	92.80
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2. Subject is testing for Commander. Written test is 96%. IRB score is 55 points (5+12+6+14+18). Additional points for longevity, education, etc. total 12 (ten years of service in current position [10 pts], Bachelor's Degree [4 pts] and a reprimand in the past years [-2 pts]).

Score computed as follows:

Test	96 X 30% =	28.80
IRB	55 X 70% =	38.50
Additional Points		12.00

Total Points	79.30
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RESOLUTION # 2022-____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF KINGSVILLE, TEXAS AND THE KINGSVILLE LAW ENFORCEMENT ASSOCIATION FOR FISCAL YEAR 2022-2023; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the negotiating teams for the City of Kingsville ("City") and the Kingsville Law Enforcement Association ("KLEA") have met several times over the past several months and reached a tentative agreement on a Collective Bargaining Agreement for fiscal year 2022-2023;

WHEREAS, on October 6, 2022 the City received word that the KLEA membership met on October 5, 2022 and voted to approve the proposed agreement attached hereto;

WHEREAS, the City now presents the proposed agreement to the City Commission for consideration of approval;

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

I.

THAT the City Manager is authorized and directed as an act of the City of Kingsville, Texas to enter into a collective bargaining agreement for the period covering October 1, 2022 to September 30, 2023 in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

PASSED AND APPROVED by a majority vote of the City Commission on the _____ 24th day of _____ October _____, 2022.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF KINGSVILLE

AND

KINGSVILLE LAW ENFORCEMENT ASSOCIATION

October 1, 2022 – September 30, 2023

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ARTICLE 1 PREAMBLE

This Agreement between the City of Kingsville, Texas, hereinafter referred to as the “employer” or the “City,” and the Kingsville Law Enforcement Association, hereinafter referred to as the “officers”, “employees” or the “Association,” is entered into in order to meet the statutory mandate of Chapter 174 of the Local Government Code.

ARTICLE 2 RECOGNITION

The Employer recognizes the Kingsville Law Enforcement Association as the sole and exclusive representative of the members of the bargaining unit, consistent with the provision of the Texas Fire and Police Employee Relations Act.

ARTICLE 3 MANAGEMENT RIGHTS

It is expressly agreed that all management rights which ordinarily vest in and are exercised by the Employer*, except those which are clearly and expressly relinquished herein by the Employer, shall continue to vest exclusively in and be exercised exclusively by the Employer. The Employer shall retain all powers, duties, and rights established by Constitutional provision, State statute, City ordinance, City Charter or other source of law, and departmental rules, standing orders and/or instructions, and retains the power to act or not to act as it deems appropriate. This shall include, but not be limited to, the right to:

1. Manage, determine, and control the use, location, and delivery of City services, City equipment, property, facilities and City operations, direct the work forces and City affairs.
2. Determine Police Department’s activities and set forth all standards and types of service offered to the public.
3. Allocate and assign work to police officers, assign officers to shift, to determine the number of shifts, hours of work, starting time, and schedule all of the foregoing. The city retains the right to establish, modify, or change any shifts, starting times and/or work schedules.
4. The City retains the right to direct police activities, including determination of qualification, the right to hire, promote, suspend, discipline, discharge and transfer employees, and to determine the size of the work force and to curtail activity when necessary, by laying off police officers due to lack of work or for other reasons in the judgment of the Employer, the right to recall employees from layoff, except as specifically limited by the terms of this agreement, the right to set and administer policy regarding wages and fringe benefits, including, but not limited to, retirement contributions, scope of insurance and City’s participation in cost, if any, number of days of vacation, sick leave and designated holidays, and to modify same at its discretion, to the extent not inconsistent with this agreement.
5. Determine services and police tasks to be performed and methods, schedules, standards, means and processes of the work, changes, or the institution of new and/or improved methods.

6. Adopt and put into effect City and Police Department rules and regulations, performance and discipline rules, regulations and penalties for violation thereof.
7. Use civilians in the Police Department to perform duties which do not require sworn officers. Civilians performing these duties are not subject to the terms of his Agreement.
8. The City shall have exclusive authority to transfer any governmental operations now conducted by it to another unit of government. Upon such transfer, all agreements are terminated, including this agreement as pertaining to personnel of the department affected by the transfer.
9. The City reserves the right to use personnel from the Police Department and the Fire Department interchangeably during natural disasters and civil disorders.

The rights listed above are not all inclusive, but enumerate, by way of illustration, the type of rights which belong to the Employer; and any other rights, powers, or authority the employer had prior to the signing of this Agreement are retained by the employer, except those which are clearly and specifically relinquished in this Agreement.

*The employer and the association agree that the police officers of the City of Kingsville work directly under the supervision of the chief of police or his designee.

ARTICLE 4 ASSOCIATION RIGHTS

Section 1 Recognition

The City hereby recognized the Kingsville Law Enforcement Association as the sole and exclusive collective bargaining agent for the unit consisting of all sworn Police Officers, except the Chief.

Section 2 Payroll Deductions

1. The City shall deduct monthly Association dues from each individual member who has voluntarily authorized Association dues deduction. The City shall not deduct dues or other funds for any other "association" as set defined in Chapter 174, Local government Code. Any individual member of the bargaining unit wishing to voluntarily withdraw his authorization for Association dues deductions must sign the appropriate form and submit it to the Human Resource Department, two weeks before the payday on which the change is to be effective. The employee shall notify the Association in writing if he or she revokes or adds his authorization for dues deduction within thirty (30) days from the revocation or addition of the deduction. The amount of deductions shall be the amount set forth in any deduction authorized by individual members or letters of request signed by the President of the Association. Any dues deductions set forth herein already previously authorized by a member shall be automatically increased by the City upon any letter signed by the President of the Association and stating that such increase has been approved consistent with the Constitution and Bylaws of the Association. Such letter altering the amount of Association dues shall be submitted no later than thirty (30) days prior to the beginning of the effective pay period. The Human Resource Director may require the Association President to present a copy of the Association minutes indicating approval of the dues change. All amounts deducted pursuant to this Article shall be paid to the legally designated representative of the Association in accordance with reasonable procedures established by the City. The City shall provide the

Association with a list of members from whom it has deducted dues within thirty (30) days after each payday.

2. The City shall deduct on a city-approved form the monthly Association political action committee contributions from each individual member who has voluntarily authorized an Association political action committee deduction. Any individual member of the bargaining unit wishing to voluntarily withdraw his authorization for an Association political action committee deduction must sign the appropriate form and submit it to the Human Resource Department, two weeks before the payday on which the change is to be effective. The employee shall notify the Association in writing if he or she revokes or adds his authorization for political action committee deduction within thirty (30) days from the revocation or addition of the deduction. The amount of deductions shall be the amount set forth in any deduction authorized by individual members. All amounts deducted pursuant to this Article shall be paid to the legally designated treasurer of the Association political action committee in accordance with reasonable procedures established by the city. The City shall provide the Association with a list of members from whom it had deducted political action committee contributions within thirty (30) calendar days after each payday.

Section 3 Time Off for Association Business

1. When off duty, the Executive Board members shall have the right to visit the premises of the Police Department for the purpose of administering this Agreement. Such visits shall be conducted in a manner so as not to interfere with the functions of the Department.

2. The Association's negotiating team, not to exceed three (3) members, shall be permitted without loss of pay to attend negotiating sessions with City representatives, where such sessions or meetings are scheduled during working hours; or shall be given time off without loss of pay for the scheduled night shift immediately preceding such negotiating sessions. The parties will work together for attendance at negotiating sessions while minimizing overtime for the Police Department.

3. By January 31st, each member of the Association shall turn into the Human Resource office notice of their contribution of up to five (5) hours of accrued vacation leave or compensatory time to a pool to be known as the "Association Leave Pool." This pool may be used by the Association to receive time off with pay to attend scheduled state and national association board meetings, conventions and training programs; labor and police related training programs; arbitration and grievance hearings of members by elected Association official or representatives; and other Association-related activities. The Association President shall notify the Chief and Human Resources in writing at least five (5) working days in advance of any requested use of the leave pool. Such requests by the Association shall not be unreasonably refused. The Chief may order any Association members using the leave pool to report for duty as assigned by the Chief during an emergency situation.

Section 4 Bulletin Boards

The Association has the exclusive right to maintain one (1) bulletin board at the police station in a site designated by the Chief. The bulletin board shall be located in a conspicuous location. The board may be used for the following notices: (1) Association elections, (2) reports for Association committees, (3) rulings or policies of the State or national Association, and (4) Legislative enactments and judicial decisions affecting public employee labor relations. The Chief must approve in advance all materials to be posted on the bulletin board, and will disapprove of any posting which does not meet the criteria listed above in this subsection. The Association President must approve and sign off in advance on any posting on the Association bulletin board. The Chief shall not unreasonably withhold his approval of postings. The City shall not allow any other "association" as defined in Chapter 174, Local government Code, to maintain a bulletin board.

Section 5 Pre-emption of Chapter 143

To the extent that any provision of this article conflicts with or changes Chapter 143 or any other statute, executive order, local ordinance or rule, this Agreement shall supersede such provisions, as authorized by Section 174 of the Texas Local Government Code.

ARTICLE 5 NO STRIKE CLAUSE

Section 1 Strike: Definition

"Strike" means, whether done in concert or individually, a failure to report to duty, the willful absence from ones position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment (including, but not limited to "slowdowns," "blue flu," "sickouts," "enhanced enforcement," "ticket blitzes," the intentional failure to make arrests and sympathy strikes), for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment.

Section 2 No Strike

Neither the Association nor any employee shall cause, counsel or permit members to strike, slow down, disrupt, sickout, blue flu, impede or otherwise impair the normal functions of the Department; nor to refuse to cross any picket lines by whomever established, nor to engage in any sympathy strike.

Section 3 Discipline

Any or all employees who violate any provision of the law prohibiting strikes or any provision of the Article may be dismissed or otherwise disciplined by the Employer, without recourse to the grievance procedure.

Section 4 Consequences of Illegal Strike

In the event of a strike as prohibited by this Article, the employer may permanently replace striking bargaining unit members, and the Association shall publicly disavow the action by posting a notice at the Police department and issuing a press release to the media stating the strike is unauthorized and unsupported by the Association.

The Association shall in good faith promptly direct in writing, verbally, or both, the members of the bargaining unit to return to work notwithstanding the existence of any strike and use every reasonable effort in cooperation with the City to terminate the strike.

The Association's failure to comply with the above conditions, in the event of a strike in which members of the bargaining unit participate, shall be grounds for the City to terminate this Agreement and cease recognition of the Association.

ARTICLE 6 NON-DISCRIMINATION

The City and the Association both agree not to discriminate against any employee for their lawful activity on behalf of, or membership or non-membership in, the Association. Nothing in this Agreement shall interfere with any employee's right to pursue allegations of discrimination based on race, creed, color, national origin, religion, age, sex/gender, sexual orientation or disability under federal or state law.

The City shall provide the following to all police officers:

- a) City of Kingsville Civil Service Rules

- b) City of Kingsville Police Department Manual
- c) City of Kingsville Administrative Policies and Procedures Manual
- d) A copy of this agreement

The City shall not dominate, interfere, or assist in the formation, existence or administrations of any employee organization which is qualified to be a collective bargaining agent for police officers; or contribute financial support to any such organization.

Neither the City nor the Association shall engage in the following practices:

1. Interfere with, restrain, or coerce employees in the exercise of rights granted by TLGC Chapter 174 or in this agreement;
2. Encourage or discourage membership in any employee organization by discrimination in hiring, tenure, training or other terms and conditions of employment;
3. Discharge or otherwise discriminate against any employee because he has filed an affidavit, petition, grievance, or complaint, or given any information or testimony alleging violations of this agreement.
4. Discriminate against any employee because of association, non-association, or affiliation or discriminate in the application or interpretation of this agreement.
5. Cause or attempt to cause an employee to discriminate against another employee because of the employee's membership or non-membership in any employee organization, or attempt to cause the City to violate any rights of the employee.

The city recognizes its responsibility to a consistent interpretation and application of Departmental Rules and regulations, Special Directives, and Orders which govern the conduct of employees. The city shall take into account the circumstances surrounding the incident, the nature of the violations, the employee's record of discipline, and the employee's record of performance and conduct.

The Association recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit.

If the employee elects to pursue a non-contractual remedy for discrimination, it shall constitute a waiver of the right to pursue that complaint through the grievance and arbitration process provided by this agreement.

ARTICLE 7 ENTRY LEVEL HIRING

Section 1 Entry-Level Hiring

1. The City shall follow entry-level hiring processes as mandated by Chapter 143. Each applicant must successfully complete the following:
 - a. Written examination
 - b. Physical fitness examination
 - c. Background Investigation
 - d. Panel Interview (panel to be appointed by the Chief and will include two (2) interviewers from the Association)

- e. Medical examination
- f. Drug test
- g. Psychological examination

2. Alternate Level Hiring Process

A. Applicants qualifications: The Chief, without regard to the existence of or requirements for any eligibility list for beginning positions in the Department, may appoint applicants to police officer positions provided the applicant meets the following minimum requirements:

- a. Has a current TCOLE peace officer intermediate certification
- b. Is employed or has been employed for at least three (3) continuous years as a law enforcement officer commissioned by TCOLE and
- c. Has actively worked as a law enforcement officer within the twelve (12) months preceding his application

B. Applicant qualifications: The Chief, without regard to the existence of or requirements for any eligibility list for beginning positions in the Department, may appoint applicants to police officer positions provided the applicant meets the following minimum requirements:

- a. Active City of Kingsville Reserve Police Officer for minimum of 12 months.
- b. Has a current minimum TCOLE peace officer basic certification
- c. Completion of Section 1 Entry-Level Hiring processes (b-g)
- d. Officers hired through this process are required to complete in-house training as mandated by Police Chief of all new hire and alternate hire personnel.

Section 2 Entry Requirements for Alternate/Lateral Hires/Reinstated Officers

Each applicant must successfully complete requirements, as determined by the Chief of Police to include a Panel Interview as outlined in Section 1.1(d).

Section 3 Salary and Promotion Opportunities

Compensation and promotion opportunities for a Reinstated Officer or Lateral entry Officer shall be as follows:

The beginning salary of officers appointed under this alternate hiring/Lateral Entry or Reinstated Officer process may be equal to the 37 month Police Officer salary. Officers will not be eligible to receive credit for prior service with the Kingsville Police Department to attain Step D of the wage plan until completion of 12 months of new service. These officers shall become eligible to take the Lieutenant examination 24 months after completion of probation. These officers shall be treated as new employees for all other purposes, including seniority, benefits and eligibility for promotion.

Section 4 Other Provisions

Applicants who are appointed must successfully complete an in-service training program specifically designed for applicants who are hired in accordance with this alternate hiring process. The applicant must also complete a field training period designed for applicants who are hired in accordance with this

alternate hiring process. The Chief, in his sole discretion, may deny the application of any applicant at any time.

ARTICLE 8 PROBATIONARY PERIOD

Section 1 Initial Probationary Period

A person who is already licensed as a peace officer when appointed as a sworn police officer with the Kingsville Police Department must serve a probationary period of one year beginning on the date of the individual's employment as a police officer. The one-year initial probationary period for a person without a peace officer license who must attend the police academy shall begin upon successful completion of the academy and appointment as a Kingsville police officer.

Section 2 Discharge of Probationary Employee

During an employee's initial probationary period, the chief may discharge the employee with or without cause. A probationary employee may be dismissed at the discretion of the Chief, without appeal to arbitration, to the Commission or to any court, at any time during the 365 calendar day period subsequent to being sworn in as a City of Kingsville Police officer.

Section 3 Extension of Probation

A new officer's probationary period will automatically be extended if he or she is absent for a continuous period of more than ten days for illness, injury, jury duty or military reserve leave or any other type of leave. The extension of the new officer's probation shall be equal to the amount of lost time.

At the sole discretion of the Chief, a probationary officer may be offered an extension of his or her probationary period for up to six additional months to permit the probationary officer to improve deficient performance.

During any such extension of an officer's probation, the newly hired probationary officer may be discharged with or without cause. The rate of pay shall remain the same during the probationary period and shall not automatically increase due to length of service.

Section 4 Probation after Promotion

A newly promoted officer shall serve a probationary period of 180 days. In the event the newly promoted officer does not successfully complete the 180-day probationary period, he will be placed back into the classification from which he was promoted, and the next qualified officer on the eligibility list will be promoted. The officer may elect to appeal his demotion to the Civil Service Commission, but not to a hearing examiner.

Written evaluations will be conducted on a weekly and/or monthly basis. The probationary period may be adjusted so as to properly allow for any unforeseen leaves of absence or other approved breaks in service. Promotional probationary periods may be extended for 90 days at the Chief's discretion.

ARTICLE 9 PROMOTIONS

Section 1 General

1. All positions in the Police Department shall be administered in accordance with Chapter 143 of the Texas Local Government Code. All covered positions which are above entry level shall be filled by competitive means (3 or more persons). The means for promotion will include a written test, an

internal review board; and a point system (which reflects discipline, education, job performance and longevity with the Kingsville Police Department).

If there are not 3 or more persons with three (3) years' experience at the next lower position, then the Chief may reduce the experience level to 18 months and by license level and then in increments of 6 months until a sufficient number of candidates is available for competitive testing.

2. Vacancies will be filled in the order as they appear on the current promotion eligibility list unless bypassed by the Police Chief. Notice shall be sent to the Civil Service Director for certification prior the persons being promoted.
3. Vacancies will be filled from the current promotion eligibility list no later than 30 calendar days from the date of the vacancy.
4. When the current promotion eligibility list has been exhausted or has expired, the Chief or his designee shall notify the Commission to post the announcement for the promotional test no later than ten (10) business days from the day a vacancy occurs. The Commission or its designee shall post the announcement within thirty (30) calendar days from the request of the Chief. A written promotion examination will be conducted within ninety (90) calendar days from the announcement of the promotional test if no material reading list is posted or within thirty (30) calendar days of the announcement if a material reading list is posted.
5. An employee who appears on a current promotion list may be passed over for a promotion for another employee whose promotional ranking is lower under the following circumstances:
 - a. The employee is under criminal indictment, or charged with a criminal offense
 - b. The employee has been convicted or is on a pre-trial diversion for a felony, Class B misdemeanor or above, or a crime of moral turpitude.
 - c. The employee has received a suspension, demotions, or has been suspended indefinitely since the promotion list was approved and posted by the Commission.
 - d. If any employee on the current promotion list has been passed over for a promotion by virtue of the conditions set out in A, B, or C, and that employee has been found not guilty or the charges have been dismissed against the employee, the employee will be returned to the top of the current promotion list.

Section 2 Posting of Vacancy

1. All vacancy announcements will be posted on the Police Department bulletin board. All officers who wish to apply may do so in the Civil Service Director's office during administrative business hours.
2. The vacancy announcement will include:
 - a. Title
 - b. Purpose of Examination
 - c. Registration: candidates must register to take the written examination no later than fifteen (15) calendar days after the posting of the vacancy announcement during regular administration business hours in the office of the Civil Service Director.
 - d. Date, Time and Place of Written Examination
 - e. Date of the Announcement
3. The vacancy announcement is not a contract and nothing in the announcement shall be construed as binding on the Police Department or the City.

4. The posted material reading list shall include:
 - a. List of official source materials,
 - b. Total number of questions from each source if available from the testing company
5. All source material will be approved by the Police Chief prior to its use.
6. Candidates must meet all minimum eligibility requirements for the position, including time in grade or tenure, seven (7) business days prior to the written exam.

Candidates not eligible to test must be notified in writing by the City Civil Service Director or designee prior to the test stating the reason for ineligibility.

Any material submitted within seven (7) business days before the actual date of the written examination will not be used in calculating administrative points.

All material submitted relative to eligibility for examinations or promotions must be submitted to the Human Resource Office.

A test will be administered any time there is a promotional vacancy and three (3) or more members sign up to test.

Section 3 Procedures to Appeal Examination Questions

1. Candidates may review their written examination in the Commission office or in the office of its designee during regular business hours. Candidates will have five (5) business days from the date of the written examination to review and appeal questions(s) on the test as many times as needed during the five (5) business days. The candidate must make an appointment with the Commission or its designee to review the written examination. Candidates will be allowed to bring only the reading material used in the exam to the review area.
2. The appeal form will include the number of the question being appealed and the specific reason for the appeal. Documentation (from the approved reading list for the test) to support the appeal must be provided by the candidate or the appeal will not be heard. Neither the Commission nor its designee will assist in preparing the documentation; the responsibility is solely on the candidate.
3. All appeals supported by the required documentation shall be sent to the Commission. The Commission will hear the appeals of all properly and timely filed appeals within twenty (20) business days of the deadline date for filing appeals pursuant to this section unless otherwise specified by the Commission.
4. The candidate shall not keep a copy of the appeal.
5. The time and place of the appeal hearing will be posted on the Police Department bulletin board.
6. Candidates who are on duty will be relieved to attend the appeal hearing.
7. Each candidate will have an opportunity to appear before the Commission and provide information regarding the appeal.
8. The Commission may uphold the appeal or deny the appeal.
9. The Commission's decision is final.

10. After all appeals have been reviewed by the Commission and appropriate changes made, the list of eligible candidates who will proceed to the Internal Review Board (IRB) will be posted within five (5) business days. This list will include the written exam scores of all candidates scoring a 70% or better.

Section 4 Internal Review Board (IRB)

1. Candidates who receive a seventy (70) percent or higher on the written test score (after the Commission hears/rules on all appeals) will advance to the IRB. In situations when only one (1) candidate passes the promotional exam, the Chief may bypass the entire IRB and scoring processes.
2. The IRB will consist of a panel of five (5) members as follows: Three (3) members will be from the Kingsville Police Department and will hold the rank equal to or higher than the rank being tested for. Two (2) members will be supervisory police officers from an outside law enforcement agency. For Commander positions, the panel shall consist of the Chief, Commander and a Captain designated by the Chief.
3. Questions will be asked (the same questions will be asked of each candidate) to ascertain the candidate's suitability for promotion. The dimensions the IRB is designed to measure are:
 - a. Interpersonal skills
 - b. Motivation;
 - c. Initiative;
 - d. Supervisory readiness
 - e. Oral communication skills
4. Once the IRB begins, candidates will have ten (10) minutes to make a presentation about themselves. Afterwards, the panel will ask questions referenced above.
5. Each rater will grade the candidate separately on each of the five dimensions listed above. The score for each dimension will be between a one (1) being the lowest and twenty (20) being the highest. The grade sheets will be completed by each rater and immediately turned over to a proctor (Commission designee), who will also be in the room during the IRB. There will be no discussion during the rating concerning the responses given by the candidate. Once the IRB's are complete, the proctor will go through each of the raters' response sheets. The IRB will be rated as follows:
 - a. The five scores of each dimension will be totaled.
 - b. The totaled score will be multiplied by the appropriate weight for IRB depending on the rank being tested.
6. No candidate may appeal an IRB score unless there is a mathematical miscalculation.
7. Once the IRB's are concluded, the Commission will have five (5) business days to compute the combined scores from the written test and the IRB. This will be known as the raw score. For scoring and weighted test/IRB values, see Appendix B.

Section 5 Additional Points

1. A review of each candidate's personnel file will be conducted by the Civil Service Director or designee five (5) days prior to the date of the written test.
2. Points will be awarded as follows:
 - a. Longevity Add 1 point per year of service in current rank not to exceed 10 points

- | | | |
|---------------------|--|-----------------------------------|
| b. Education | Points for highest level only: | Associate's Degree – Add 2 points |
| | | Bachelor's Degree – Add 4 points |
| | | Master's Degree – Add 6 points |
| c. Military service | 24 months or greater add 5 points | |
| d. Reprimand | Subtract 2 points per reprimand (within 2 years of test) if supported by written disciplinary finding | |
| e. Suspension | Subtract 4 points per suspension (within 2 years of test) if supported by written disciplinary finding | |
| f. Demotion | Subtract 6 points (within 2 years) if supported by written disciplinary finding | |

3. After all points are tabulated; the result will be added to the raw score of each candidate and will constitute the candidate's final score. Once a final score list is established, it will remain in effect for either one (1) year from the date of establishment or until the list is exhausted, whichever occurs first.

Section 6 Tie Breakers

If after the written test, the IRB and the additional points awarded to each candidate result in two or more candidates being tied, the following will be used to break the tie starting with (a) and going through in order until the tie is broken:

- (a) Years of Experience – If a tie still exists, the person shall be ranked in the order according to which person has the most number of years of active paid full-time experience as a certified peace officer.
- (b) Higher Certification - If a tie still exists, the persons shall be ranked in the order according to which person has the higher certification level as a peace officer through TCOLE.
- (c) Highest Degree – If a tie still exists, the person shall be ranked in the order according to which person possesses the highest educational degree (Masters, Bachelors, Associates).
- (d) Higher Education Hours – If a tie still exists, the person shall be ranked in the order according to which person possesses a higher number of college/university hours. Hours shall be calculated in a manner to determine equivalents for comparison.
- (e) By Lottery – The numbers of 1 – 10 shall be placed on individual papers in a container. The Candidates shall select a paper from the container. The candidate drawing the highest number shall be placed on the eligibility list above the person drawing the lower number.

Section 7 Requirements for Promotion

Lieutenant – Must have three (3) years of current continuous/uninterrupted service as a police officer with the Kingsville Police Department and must have an intermediate certification from TCOLE as a peace officer

Captain – Must have three (3) years of current continuous/uninterrupted service as a Lieutenant with the Kingsville Police Department and must hold an Advanced certification from TCOLE as a peace officer

Commander – Must have three (3) years of current continuous/uninterrupted service as a Captain with the Kingsville Police Department and must hold an Advanced certification from TCOLE as a peace officer.

Section 8 Promotion Requirement

Prior to official promotion, employee must successfully complete and pass the following:

- a. Medical examination
- b. Drug test, and
- c. Psychological examination

Section 9 Senior Officer

Police officers who have 60 months of current continuous service with the Kingsville Police Department and possess either an Intermediate Certificate from TCOLE or at least 60-hours of college credit from an accredited college or university shall be eligible to receive recognition as a senior officer. The Chief of Police shall select a type of recognition symbol to be displayed on an officer's uniform.

Section 10 Appointment of an Assistant Chief

The Chief may at his sole discretion appoint from the staff of the Department an Assistant Chief of Police. An officer appointed to the position of Assistant Chief must have been employed by the Department, as a sworn officer, for at least five (5) continuous years and immediately before the appointment hold the rank of Captain or above. The appointed officer shall serve at the pleasure of the Chief and may be demoted to his previously held civil service rank without cause. In no event shall any demoted appointee cause another employee to be demoted because of his returning to a civil service apposition. The Employer shall authorize additional staffing positions in order to avoid such "bumping"; however, the Employer may reduce the extra staffing positions later by attrition in order to return to the previous authorized number of positions.

ARTICLE 10 SENIORITY

For the purposes of this Agreement only, seniority shall be defined as the length of service by an employee within his civil service classification from the most recent date of appointment as a police officer with the City of Kingsville. Seniority is the determining factor in the assignment of relief days (regular days off), vacation days, vehicles, and areas. If two or more officers have equal service, seniority shall be determined by the highest test score on the appropriate hiring or promotional examination.

ARTICLE 11 PERFORMANCE EVALUATIONS

The written performance evaluation process will be standardized by the Police Chief with the approval of the Civil Service commission. Bi-annual evaluations shall be conducted. Failure to issue a particular performance evaluation shall not be considered a breach of this agreement. Performance evaluations shall not be subject to the grievance process.

Written evaluations shall be based on job related factors and shall be prepared in an accurate and impartial manner. The merits of an individual performance evaluation shall not be subject to the grievance process under this agreement; however, police officers continue to have the right to add written comments in response to their performance evaluations, which shall remain part of the evaluation documents and shall be included in the employee's personnel file. The evaluation process is to be utilized as a tool for open communications in order to develop a more positive outcome of employee performance.

ARTICLE 12 OVERTIME

Section 1 Overtime/Compensatory Time

The City may adopt the 207(k) option permitted under the Fair Labor Standards Act, which would provide overtime after working a specified number of hours in a designated work period. There shall be no pyramiding of overtime under this Agreement.

Time off for sick leave, vacations, and holiday shall be counted as time worked for purposes of computing eligibility for overtime.

Section 2 Court Time

Any off duty officer who attends as a witness in any matters related to the performance of his assigned duties in either a criminal or civil matter in any case pending in the District, County, Municipal, Juvenile Court or before any Grand Jury proceedings or in conference with the District Attorney or their Assistants or in pre-trial conference or hearing, or at any proceeding by any Federal, state, County, or City or any subdivisions or agencies thereof, shall be entitled to overtime compensation for a two (2) hour minimum pay or actual time worked, whichever is greater.

Section 3 Call Back

All members of the department who are called back to work from off-duty by the Chief of Police or his designee shall be paid at least two(2) hours minimum pay or actual time worked (whichever is greater) at one and one half (1 ½) times the base rate of pay.

Section 4 Overtime

The Employer reserves the right to require any employee covered by this Agreement to work overtime.

Section 5 Pre-emption of Chapter 143

To the extent that any provision of this article conflicts with or changes Chapter 143 or any other statute, executive order, local ordinance or rule, this Agreement shall supersede such provisions, as authorized by Section 174 of the Texas Local government Code.

ARTICLE 13 SHIFT SCHEDULES AND ASSIGNMENTS

Flex time for school

The City shall continue its practice, effective as the date of the execution of this agreement, of permitting officers who are enrolled in college to flex their work time in order to attend a college class which meets during the officer's regularly scheduled work time. Any flexing of time for college class attendance must have the advance approval of the Chief, or his designee, and the officer must make up the lost time as approved by the Chief, or his designee.

ARTICLE 14 MEALS AND REST BREAKS

Employees shall normally be permitted two (2) fifteen minute rest breaks per shift, when they can be taken without a serious interference with the work at hand. Patrol Division employees will normally be permitted to take a paid thirty (30) minute lunch period when released by the supervisor. Detectives and administrative personnel covered by this Agreement will have a one hour unpaid lunch.

ARTICLE 15 TRAINING

The City shall continue its practice, effective as of the date of the execution of this Agreement, of permitting officers to request to attend job-related training schools. To be eligible, the officer must submit his request in writing to the Training officer, and the Chief or his designee must approve the request. The approval or disapproval of any request is within the sole discretion of the Chief. If the training is five (5) consecutive days and requires more than 40 hours of classroom time, then the officer's work time shall be reduced the next week. For approved training, the officer shall receive the same per diem as other City employees for meals and lodging, and the City shall pay the registration fee. Travel time to and from the location of the training will be used in the calculation of the officer's weekly forty (40) hours. Officers attending mandatory core courses to maintain current certifications as required by TCOLE shall attend the classes on city time with prior approval.

ARTICLE 16 SAFETY AND EQUIPMENT

Section 1 General

The City shall maintain an adequate quantity of modern, marked and plain vehicles, radios, and other essential equipment as determined by the Chief at his sole discretion.

Section 2 Radios

The city shall provide hand-held radios that are capable of transmitting and receiving appropriate radio communication at all locations within the City

Section 3 Bullet-Proof Vests

The City shall provide to all employees a bulletproof vest with a minimum standard of Threat Level 3A with trauma plate. Vest shall be provided to all new employees prior to the end of their first week as officers. One free fitting per year will be provided by the City. The City will check and replace liners as needed.

Section 4 Patrol Car Cages

All marked patrol units shall be equipped with car cages.

Section 5 Shotguns and Racks

All officers meeting the shooting qualification of such guns shall have a shotgun, a rifle and associated mounting assemblies in marked police units.

Section 6 Uniforms

1. Each member of the bargaining unit shall be entitled to the following at no cost to the employee: (1) 5 pair of uniform trousers, (2) uniform shirts: 5 short sleeved and 5 long sleeved, (3) 2 name plates, (4) 2 ties, (5) 1 winter police jacket with removable liner, and (6) 1 police raincoat.
2. The City shall make available rechargeable flashlights for each officer on his shift.
3. The City shall provide up to \$100.00 to repair or replace prescription glasses, contacts and watches, and up to \$25.00 to replace or repair non-prescription sunglasses which are damaged in the line of duty. Upon approval of the chief, the City shall provide up to \$100.00 for repair or replacement of holsters damaged beyond repair in the line of duty. "Repair" includes only that work necessary to make the holster serviceable, and does not include cosmetic damage. The Chief shall inspect all holsters and watches at the time of execution of this contract to determine if any prior damage exists.

4. The City shall continue its current practice, as of the execution date of this Agreement, of providing cleaning services for officers' uniforms. Also, the employer shall provide cleaning services for non-uniform officers to a maximum of three (3) two-piece dry cleanings per week.
5. The City shall provide a clothing allowance of \$100.00 per month to each officer assigned to the Detective Division as a Special Investigator or as directed or required by the Chief to work in a non-uniform assignment.
6. Uniformed officers may request a reimbursement of up to \$75 annually for the purchase of approved uniform boots.
 - a. Officers must submit the receipt within two (2) weeks of purchase date.
 - b. Uniform boots may be purchased from any vendor.
 - c. Uniform boots purchased under this program shall be properly cared for and maintained by the employee.
 - d. Damages that occur to uniform boots either on or off the job will be the responsibility of the employee.

Section 7 Firearm/Equipment Purchase

The City shall continue its practice of financially assisting new officers and existing employees on a case-by-case basis with the purchase of a firearm and any other duty related accessories. The officers must submit a written request, and upon execution of documents permitting withholding of pay, the City will purchase the officer's firearm and accessories. The officer repays the cost of the firearms and accessories through payroll deductions over 26 pay periods but in no event shall the reimbursement be in increments of under \$50 per pay period. If the officer leaves the employment of the City before reimbursing the full cost of the firearm and accessories, the officer shall forfeit his equity and the firearm and accessories becomes the property of the City or the officer may pay off in full the remaining amount owed. All firearms and other accessories shall be for City use only. Any officer purchasing a firearm shall qualify with such firearm according to the departmental policy in order to carry the firearm for duty.

Ammunition will be provided by the City to each officer. Ammunition will include two (2) boxes of practice ammunition to be used during annual requalification and one box of duty ammunition to be carried while on duty. All distributions of ammunitions shall be accounted for and any unused ammunition must be returned and logged in for proper inventory and/or disposal.

Section 8 Take Home Cars

The Chief of Police shall have the authority to assign take home vehicles.

Section 9 Target Practice

The City shall provide the ammunition and targets for all compulsory departmental required firearms training. In accordance with policies set by the Chief, officers shall be permitted to voluntarily practice at the range while off-duty.

Section 10 K-9 Officers

K-9 handlers shall be allowed to work 36 hours per week at regular pay in addition seven (7) hours per week shall be paid at four (4) hours regular time and three (3) hours overtime for the animal's veterinary care, routine care for the K-9's physical health, welfare and grooming, daily and routine maintenance for the K-9's patrol vehicle, and field equipment.

ARTICLE 17 OFF-DUTY EMPLOYMENT

The Chief of Police shall create a policy regarding extra-duty employment, which shall be similar to that in effect prior to this agreement. Permission to work extra-employment shall not be unreasonably withheld.

ARTICLE 18 DRUG AND ALCOHOL TESTING

Section 1 Present Policy

In order to help provide a safe work environment and to protect the public by ensuring that police officers are fit to perform their assigned duties, the employer may continue to enforce its present drug and alcohol testing policy.

Nothing in the article shall be construed to abolish the existing authority and practice of the City to conduct drug test for:

- Pre-employment
- Pre-assignment for other duties & periodically when doing drug interdiction duties
- Reasonable suspicion
- On return to duty after an absence of 30 days or more
- Post-accident
- Post-firearm discharge
- Promotion

Such test will be conducted under the same laboratory processes and protocols as mandatory random testing.

Section 2 Random Drug Testing

The City and the Association agree that police officers may be called upon in hazardous situations without warning, and that it is imperative to the interest of police officers and the public to ensure that police officers are not substance impaired. In order to further their joint interest in protecting police officers and the public, the City and the Association agree to mandatory random drug testing described in this section. Officers of all ranks shall be subject to mandatory random drug testing during each calendar year on a fair and impartial statistical basis as provided by City ordinance # 94019, or any amendments thereto. The fair and impartial statistical basis (in which each police officer had an equal chance of being selected) shall be by a non-discriminatory computerized program operated and certified as non-discriminatory by an independent firm hired by the City, and the employee shall be tested upon selected by the computer. This shall be done in accordance with City of Kingsville Policy 830 substance Abuse Policy.

Section 3 Notification

When possible, all officers will have random drug tests conducted during their shifts. In the event that an officer is off duty and is selected for a random drug test, a reasonable time period, as determined by the Chief of Police, will be afforded to the officer to allow for his travel time to submit to the test.

ARTICLE 19 POLITICAL ACTIVITY

Unless otherwise permitted by law, all officers shall refrain from using their positions or influence while in uniform or on active duty in any way for or against any candidate for public office. During working hours, employees shall not circulate petitions or campaign literature on behalf of candidates for elective office or be in any way concerned with soliciting or receiving and subscription, contribution, or political service on behalf of any candidate. During working hours, officers shall not in any manner contribute money, labor, time or other valuable things to any person for election purposes. Officers may not wear their uniform and must conceal their badge and gun when engaging in political activities during non-work time. Officers may respond to questions concerning their employment as Kingsville police officers or as police officers in general.

No officer may hold an appointive or elective office of public trust, with or without remuneration that would conflict with his Departmental employment or constitute dual office holding under state law.

Solicitation of funds or anything of value by officers for any purpose whatsoever shall be prohibited of or by an officer on the job, unless the officer has the approval of the Chief and/or the City Manager. No officer may be required to make any contribution or may be penalized or rewarded in any way according to his or her response to a solicitation.

Nothing in this article is intended to preclude the association or any of its members from approaching City management officials to informally discuss and resolve problems which may arise during the term of this Agreement.

ARTICLE 20 HOLIDAYS

Section 1 General Provisions

Holidays of Kingsville police officers will be consistent with the holidays designated for Kingsville non-civil service employees in City Policy No 720.01 – Designation of Holidays

Patrol officers shall observe each holiday designated above on the actual calendar day on which it falls and not on the City observed calendar day. Examples of Holiday Application: Christmas Eve shall be observed on December 24th and Christmas Day on December 25th. New Year's Eve shall be observed on December 31st and New Year's Day on January 1st.

All other officers assigned a 40 hour workweek shall not report for duty during any of the department's holidays or sell back any holiday. All other 40 hour workweek officers are entitled to observe the holidays authorized under this agreement as allowed in the City's personnel handbook.

Section 2 Officers Working on a Holiday

An officer who works on an official holiday shall be paid at time and one-half his regular rate of pay for the time worked. Officers working on a holiday shall have the option to schedule a day off at a later date or to receive straight time at his regular rate of pay for the holiday. A day shall be equal to the number of regularly schedule hours (For example: Officer A is assigned to a 10-hour shift and works on a holiday. Officer A may elect to receive 10 hours pay at his regular rate of pay or a day off at a later date. Officer B is assigned to an 8-hour shift and works on a holiday. Officer B may elect to receive 8 hours pay at his regular rate of pay or a day off at a later date.)

Section 3 Officers Not Working on a Holiday

An officer who is not working on an official holiday shall be credited with a day off at a later date. A day shall be equal to the number of regularly scheduled hours.

Section 4 Accrual and Use of Holiday Leave

All holiday leave accrued during a calendar year must be used within 2 fiscal years of occurrence. If the officer fails to exhaust the holiday leave, the holiday leave shall be forfeited. Holiday shall be used on a day per day basis and not in increments.

ARTICLE 21 VACATIONS

Section 1 Vacation Accrual

All officers with less than 10 years of continuous service with the City of Kingsville shall accrue 4.62 hours of paid vacation each bi-weekly pay period for a total of 120.12 hours per year. All officers with more than 10 years of continuous service with the City of Kingsville shall accrue 5.00 hours of paid vacation each bi-weekly pay period for a total of 130 hours per year.

A day of vacation is equal to the number of hours the officer is regularly scheduled to work at the time the vacation day is used. For example, if an officer is regularly scheduled to work 10-work shifts, and uses a vacation day, his vacation bank shall be reduced by 10 hours. Leave accruals not set forth in this agreement shall be accordance with the City of Kingsville's family Medical Leave (FMLA) policy.

Section 2 Use of Vacation

Vacation leave may not be taken prior to the successful completion of the probationary period. Officers shall request vacation time off in advance in accordance with policy determined by the Chief. The Chief shall schedule and approve all vacations. Officers can have unlimited accumulation of vacation time; but in no event shall officers be paid for more than 250 hours of vacation at the time of their separation. Unused vacation may not be cashed out, except that up to 250 hours of accrued vacation will be paid upon an officer's separation.

Section 3 Call Back From Vacation

An officer who is called back from vacation shall have his vacation re-credited beginning on the day he reports back to work or to court.

ARTICLE 22 SICK LEAVE

Section 1 Accrual of Sick Leave

Starting with the first month of employment, officers shall earn 4.62 hours of sick leave per bi-weekly pay period, for a total of 120 hours per year. A day of sick leave is equal to the number of hours the officer is regularly scheduled to work at the time the sick day is used. For example, if an officer is regularly scheduled to work 10-hour shifts and calls in sick, his sick leave bank shall be reduced by 10 hours. Leave accruals not set forth in this Agreement shall be accordance with the City of Kingsville's Family Medical Leave (FMLA) policy.

Section 2 Use of Sick Leave

Paid sick leave may be used for the illness of the employee and immediate family, provided that one hour's advance notice of the illness is given, absent an emergency.

Section 3 Pay for Unused Sick Leave

Upon retirement, resignation or other separation in good standing, an officer will be paid up to 800 hours of his or her accrued, unused sick leave.

Section 4 Verification of Need for Sick Leave

The Employer may require the officer to obtain verification of the circumstances surrounding use of sick leave, and an officer using or attempting to use sick leave without proper cause shall be subject to disciplinary action, including dismissal.

Section 5 Retiree Conversion of Accrued Sick and Vacation Leave

An employee who retires may elect to have the compensation associated with the maximum accrued vacation and sick leave payable upon separation of employment under this Agreement applied toward payment of the employee's share costs associated with the employee's retirement health insurance for a period not to exceed eighteen (18) months from the date of departure.

Section 6 Sick Leave Buy Back Program

After an employee has accrued the maximum of 800 hours of sick leave that City would pay upon separation of employment or retirement, the employee may participate in the sick leave buy-back program.

If an employee does not use more than 40-hours of accrued sick leave in a fiscal year, the employee will be eligible to sell back up to 40-hours of accrued sick leave from the 800 hour bank for cash at their current rate of pay. Once the employee opts to sell back sick leave, the 800 hour bank is reduced by the number of hours sold back to the City each fiscal year. Sick leave hours accrued after participation in the sick leave buy-back program will be placed in the employee's sick leave bank for hours that are not reimbursable upon separation.

Written notification of the employee's desire to sell accrued sick leave must be submitted to payroll on or before October 15th of the following year and payment will be made in the first full pay period after November 10th.

ARTICLE 23 MODIFIED DUTY

Modified Duty Assignments:

There is no guarantee of modified duty.

1. Officers who are temporarily disabled due to an occupational injury, occupational disease, or a non-occupational condition, and as a result, are unable to perform their regularly assigned duties, may be eligible for modified duty assignments if available, as determined by the Chief, and not to exceed a 6 month period from the date of injury/illness.

Modified duty assignments are considered temporary. The type and length of modified duty assignments will be contingent upon availability and a provider's restriction statement(s).

2. Officers must advise their providers of their position as police officers and the physical requirements of the position.

3. Officers placed on modified duty by their provider must immediately notify their division supervisor and provide supporting documentation detailing the restriction(s). It is the employee's responsibility to obtain and submit a copy of the supporting documentation to the office of the Police Chief.
4. Officers on modified duty must comply with restrictions of their provider and as such, the described restriction shall be considered direct orders from the Police Chief should the officer return to work in a modified duty capacity. Failure to comply with indicated restrictions shall be grounds for disciplinary action for failure to comply with a lawful order while on-duty.
5. Officers have the option of accepting or refusing modified duty. However, if accepted, the officer shall take any duty assignment ordered by the Chief of Police. Failure to accept a modified duty assignment for a work related injury/illness shall negate the City's responsibility as outlined in TLGC 143.073.
6. Officers can be on modified duty for a maximum of six (6) months from the first date of the injury/illness. This can be extended by order of the Chief of Police. All officers on Modified Duty under this article will be evaluated by their provider and at their own expense every fifteen (15) to thirty (30) days depending on the individual's condition to determine if the officer is medically able to return to full duty. Officers not cleared after six (6) months of being on modified duty can utilize their sick leave, vacation, and holiday as outlines by City of Kingsville Policy # 750 Family and Medical Leave.
7. Officers on modified duty will retain their rank and all incentive pay that goes along with their rank. They will continue to accrue compensatory, holiday, sick and vacation time while on modified duty.
8. Officers on modified duty will not work any outside employment requiring law enforcement services.
9. An Officer's assignment to modified duty shall not impair that officer's right to any and all other paid leave.
10. Officers cleared by their physician to go back to full duty must immediately inform their immediate supervisor.

ARTICLE 24 LEAVES OF ABSENCE

Section 1 Occupational Injury or Disability

An officer who is injured in the course of employment shall be covered by the Texas worker's compensation Act and by the provisions of Chapter 143.073(a). The City may require the officer to provide a status report on a reasonable basis from the officer's physician at any time the officer is off work due to an injury. The City may require an officer to perform modified duties if the officer is released to return to work with restrictions.

Section 2 Administrative Leave

The City Manager or the Chief may grant administrative leave with or without pay when in the sole discretion of the City Manager or the Chief, such leave is warranted and is in the best interest of the Department.

Section 3 Bereavement Leave

An officer is entitled to have three (3) work days off to mourn the death of an immediate family member. "Immediate family" includes spouse, parents, stepparents, parents-in-law, brothers, sisters, children, stepchildren and grandparents or any person residing in the employee's household. The officer may be required to submit proof of relationship if requested by the Chief. Bereavement leave must be taken within three (3) months of date of death or time is lost. Bereavement leave is not accruable for payment.

Section 4 Jury Duty Leave

An officer who is called for jury duty shall receive his or her regular rate of pay for the duration of the jury service.

Section 5 Flex Leave

All covered members shall earn four (4) hours of Flex Leave during the Employee's birth month.

- Flex Leave may be taken in increments of one hour, or fraction thereof, upon proper approval.
- Employees are required to provide supervisors with reasonable advance notice and obtain approval prior to leave. This allows for the employee and supervisor to prepare for employee's scheduled time off and assure all staffing needs are met.
- No cash payment for unused Flex Leave shall be authorized at any time nor upon separation of employment.
- Flex Leave is not transferable between Employees.
- Flex Leave shall not be used to extend an employee's separation date. The last day worked shall be the official separation date.
- Employees shall take Flex Leave concurrently with any FMLA leave for which they are eligible in appropriate circumstances.
- Employees on Flex Leave are subject to recall in emergency situations as deemed appropriate by the Employee's supervisor.
- Flex Leave shall be used within 12 months of accrual or forfeited.

Section 6 Pre-emption of Chapter 143

To the extent that any provision of this article conflict with or changes Chapter 143 or any other statute, executive order, local ordinance or rule, this Agreement shall supersede such provisions, as authorized by Section 174 of the Texas Local Government Code.

ARTICLE 25 PERSONNEL FILES

Section 1

The Chief of Police or his designee shall be the custodian of the Member's 201 personnel file within the Personnel Office of the Police Department subject to the requirements of applicable law. A log will be kept of the names of individuals who have had access to the Member's 201 file except where not permitted by law or court order.

Section 2

A Member may schedule to review his 201 file during normal business hours.

Section 3

Pending disciplinary actions and internal grievances will not be included in the Member's 201 file until all internal review procedures within the Chief's Office have been completed.

Section 4

Any supervisor receiving a member's training certificate will forward such certificate to the Chief of Police for placement in the member's training file.

ARTICLE 26 INSURANCE BENEFITS

The same level, scope and financial participation in cost, as may be provided to non-bargaining unit employees, will be provided to bargaining unit employees. The City reserves the exclusive right to determine what the level, scope, and financial participation, if any, will be and modify same at its discretion for all bargaining unit employees.

ARTICLE 27 RETIREMENT

Every employee in the bargaining unit shall be covered by the Employer's retirement plan at the contribution rate set for the employer and the employee by the City.

ARTICLE 28 DEFFERED COMPENSATION PLAN

The City shall continue its practice, effective as of the date of the execution of this Agreement, of permitting officers to participate in the citywide deferred compensation plan. The officer's participation shall be under the same terms and conditions as all other city employees.

ARTICLE 29 COMPENSATION

Section 1 Compensation

Collective bargaining agreement wages for October 1, 2022 – September 30, 2023 - See Appendix A

Collective bargaining agreement wages are effective the first day of the first full pay period of each fiscal year.

Ranges:

- PD-2 This range is the hiring range for all new certified police officers appointed to the Police Department. The employee shall advance through this range based on time in-grade as defined by the schedule.
- PD-3 Upon promotion to Lieutenant, the employee is placed at this range; advancement through this range is based on time in-grade as defined by the schedule.
- PD-4 Upon promotion to Captain, the employee is placed at his range; advancement through this range is based on time in-grade as defined by the schedule.
- PD-5 Upon promotion to Commander, the employee is placed at this range; advancement through this range is based upon time in-grade as defined by the schedule.

Section 2 Education and Certification Pay

1. Education Incentive Pay:

Associates Degree	\$	50.00	per month
Bachelors Degree	\$	100.00	per month
Masters Degree	\$	200.00	per month

Individual degrees must be obtained from an accredited college or university. Officers shall receive pay for only one degree and not all three.

2. Certification Pay:

Intermediate Police Officer Certificate	\$	40.00	per month
Advanced Police Officer Certificate	\$	62.00	per month
Master Police Officer Certificate	\$	110.00	per month

Officers shall receive certification pay for an Intermediate Certificate, Advanced Certificate or Master Peace Officer Certificate, not all three.

3. Other Certification Pay:

Intoxilyzer Operator Certificate	\$	30.00	per month
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Officers possessing certification for training programs not approved shall not receive certification pay.

4. Method of Computing Salary Increases

Each percentage increase in officer's salaries shall be made to the base salaries in effect just prior to the date of the wage increase.

5. Shift Differential

Effective upon the execution of this Agreement, officers who perform work between the hours of 9:00 p.m. and 7:00 a.m. shall be paid a shift differential of 50_cents per hour. The shift differential shall be applied only to hours actually worked.

6. Field Training Officer

Field training officers shall be paid the following per day when actually performing FTO duties:

\$	15.00 per day
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ARTICLE 30 LONGEVITY

The Employer shall pay a longevity allowance of ten dollars (\$10)_per month per year of service to officers who have completed one (1) to twenty-five (25) years of service to each officer covered by this Agreement. The allowance shall be paid on a bi-weekly pay period basis

ARTICLE 31 EMPLOYEE INVESTIGATIONS AND DISCIPLINARY ACTION

The Association understands and agrees that the Chief of Police, as the duly appointed department head, has the original authority and responsibility over the personnel management of the Police Department, subject to such procedures required by law. The Association further understands and agrees that the

Chief of Police retains the sole authority and discretion to determine whether an alleged violation of disciplinary rules should be further investigated.

This agreement incorporates Policy 208 (Citizen Complaints) and Policy 209 (Internal Investigations) of the City of Kingsville Police Department.

Section 1 Signed Complaints

Before any internal investigation, pursuant to Chapter 143 of the Texas Local Government Code (TLGC), resulting from a citizen complaint can be initiated against a police officer, that citizen will be required to sign a sworn affidavit, clearly stating the allegation. A copy will be made available to the officer with the notice of investigation letter. If the citizen refuses to sign an affidavit there will be no internal investigation on the officer based on the complaint from the citizen.

Section 2 Administrative Leave

At the sole discretion of the Chief of Police, an officer may be placed on administrative leave, either with or without pay, pending the investigation of any complaint against an officer. The length of time an officer may be placed on administrative leave shall be for no longer than required to conduct an investigation. Under no circumstances will an officer be placed on administrative leave as a means of punishment.

Section 3 Standards of Discipline

No employee shall be reduced in pay or position, suspended, indefinitely suspended, or subjected to disciplinary action except as allowed by TLGC Chapter 143. In all instances discipline will be applied in a corrective manner. It shall take into account the circumstances surrounding the incident, the nature of the violations, the employee's record of discipline, and the employee's record of performance and conduct.

Discipline may be administered in steps except as allowed by TLGC Chapter 143.

1. Written Reprimands

Written reprimands may be issued by any supervisor to an officer without requiring prior notification once approval is received from the Police Chief or his designee. Copies of all written reprimands shall be given to the affected officer. The officer may reply and such reply shall become a part of the officer's permanent civil service file. No written reprimand shall be placed in the file without the officer's knowledge. Letters of reprimand shall become a part of an officer's departmental file.

2. Suspension

3. Demotion in rank

4. Indefinite Suspension

The Chief of Police shall have the discretion to implement disciplinary action commensurate with the nature of the offense.

Section 4 Process of Appeal

The Chief may reprimand, demote, suspend without pay or indefinitely suspend any non-probationary police officer as allowed by TLGC Chapter 143. Except for verbal and written reprimands, a non-probationary officer may appeal disciplinary actions, including suspension to the City of Kingsville Civil Service Commission pursuant to Chapter 143 of the TLGC or to a hearing examiner, as provided in Chapter 143.057 of the TLGC.

In addition to the rights of the Chief to promote, temporarily suspend or to indefinitely suspend an Employee for cause as set forth in the TLGC Chapter 143 or the rules and regulations of the Department or the City's Civil Service Rules and Regulations, the Chief may impose "alternate disciplinary action" or require attendance or participation in a remedial, education or rehabilitative programs.

Section 5 Minor Suspensions

Use of Leave in Lieu of Minor Suspension Without Pay

If a member of the bargaining unit received a statement of suspension without pay of five (5) calendar days or less, the member of the bargaining unit may with the approval of the Chief, within three (3) days of receipt of the suspension, forfeit vacation or holiday time equal to the length of the suspension. The forfeited vacation or holiday time will not constitute hours worked. In the event a member of the bargaining unit has received a disciplinary suspension within the preceding twenty-four (24) month period, the member may only forfeit vacation or holiday time with the Department Head's permission. The member must agree that there is no right to appeal the suspension nor right of review before any administrative body or judicial body if this method of suspension is chosen and the employee must sign a waiver of appeal and agree to the suspension.

Section 6 Appeal

Members who receive a suspension without pay of five (5) calendar days or less may only appeal their suspension, unless waived in accordance to Section 1 above, to the Civil Service Commission and provisions of TLGC Chapter 143.057 shall not apply to such suspensions. The provisions of this section shall supersede TLGC Chapter 143.057 which shall not apply to suspensions of five (5) calendar days or less.

Appeals of disciplinary actions not excluded above must be heard before the civil service Commission within 60 days of the filing of notice of appeal by the officer, unless a postponement is granted after a hearing, based on temporary unavailability of a witness or other evidence. A member may appeal indefinite suspension of employment to the Civil Service Commission in accordance with the rules of the Kingsville Civil Service Commission. If a member elects a speedy hearing on an indefinite suspension appeal by filing a written request, the Commission shall schedule and hear the case within 60 days of the filing of the appeal, unless a postponement is granted after a hearing, based on the temporary unavailability of a witness or other evidence. If the hearing is not convened by the Civil Service Commission within 180 days of the filing of the request for appeal, the disciplinary action shall be set aside and deemed as though unfounded. A member choosing not to appeal to the Kingsville Civil Service Commission may appeal a suspension or indefinite suspension of employment to an independent arbitrator.

Section 7 Arbitration Process

A member may, as an alternative to an appeal to the Civil Service Commission in Section 6 above, appeal a suspension or indefinite suspension to arbitration. If the appeal is for arbitration of a suspension or indefinite suspension, the member and the Chief or his designee (the parties) shall attempt to mutually agree on an arbitrator. If the parties fail to agree on an arbitrator within fourteen (14) calendar days after the appeal is filed, the parties may promptly select an arbitrator in accordance with the procedures outlined in Article 32, Section 4, Step 5 for selection.

1. The hearing shall be commenced, but need not be completed, within 365 calendar days of the arbitrator's selection. Delay in commencement of the hearing within these time periods may occur due to unavoidable conflicts between the arbitrator and the parties' schedules, or by mutual

agreement of parties. However, if the arbitrator selected cannot commence the hearing within 365 calendar days from his or her selection, and there is no agreement to extend the hearing to a later date by the parties, the parties may agree to a substitute arbitrator.

2. A stenographic transcription of the proceedings shall be made only upon written agreement of the parties prior to the commencement of the hearing. Should there be no agreement, the party desiring the transcript may have the transcript made at its sole expense.
3. The award of the Arbitrator shall state which particular factual charges he or she finds to be true, if any, and the particular rules he or she finds such conduct to have violated, if any. Where the charges are upheld, the award shall state whether the suspension or indefinite suspension imposed is upheld, or whether some lesser discipline is substituted.
4. It is specifically and expressly understood that the decision of the arbitrator is final and binding, except either party may appeal to district court if the arbitrator's decision was procured by fraud, or collusion or any other unlawful means or if the Arbitrator was without jurisdiction or exceeded his or her jurisdiction.
5. Only the Association may invoke arbitration on behalf of a member as provided herein and only the Association may represent or designate a representative for a member in an arbitration proceeding under this Article.

ARTICLE 32 GRIEVANCE PROCEDURE

Section 1 Scope of Grievance Procedure

The purpose of this grievance procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances. Only matters involving the interpretation, application, or enforcement of the terms of this agreement, shall constitute a grievance under the provision of this grievance procedure.

Section 2 Association Representation

A grievance may be brought under this procedure by one or more aggrieved employees or by the Association itself in cases where the subject of the grievance is an on-going practice by the City which affects the bargaining unit as a whole.

Section 3 Time Limits

The parties shall adhere to the time limits as set forth in this grievance procedure, and may mutually extend the time limits upon the request of either party. In the event that the employee or Association fails to meet the time limits at any step of the procedure, the grievance shall be considered satisfied and no further action shall be taken. Failure by the employer to meet the time limits at any other Step shall be considered an unsatisfactory response and the Association may appeal the grievance to the next step, so long as the time limit for appeal is met.

Section 4 Steps of the Grievance Procedure

A grievance within the scope of this procedure as defined in Section 1 shall be handled as follows:

Step 1 The aggrieved employee shall submit his written grievance to the Association grievance committee and a copy to the Chief. The committee shall determine whether the grievance is valid. The committee shall judge each grievance in a fair and equitable manner and shall not discriminate against

employees who are not Association members. If, in its sole discretion, the grievance committee determines that the grievance is not valid, the committee shall give written notice of that determination to the aggrieved employee.

Step 2 If the Association deems the grievance to be valid, the Association shall submit a written grievance to the Chief within twenty (20) working days following occurrence of the event or from the date the employee should reasonably have known about the event, but no later than three (3) months from the occurrence of the event, giving rise to the grievance. The Chief shall respond in writing to this grievance within twenty (20) working days of its receipt.

Step 3 If the grievance has not been resolved at Step 2, the Association shall submit the grievance in writing to the City Manager within ten (10) working days following the receipt of the Chief's decision. The city manager shall respond in writing to this grievance within twenty (20) working days of its receipt. If the City Manager does not respond within twenty (20) working days, the grievance shall be deemed denied. The requirement in Steps 1 through 3 for written grievances and responses shall not preclude the aggrieved employee and the appropriate management representative from orally discussing and resolving the grievance.

Step 4

If the grievance has not been resolved at Step 3, the Association may request that the grievance be submitted to mediation with the Federal Mediation and Conciliation Services (FMCS). The FMCS will be contacted within ten (10) working days of the request for such services.

Step 5

If the grievance has not been resolved at Step 4, the Association may request that the grievance be submitted to mediation. The Association shall make a written request for mediation within ten (10) working days of receipt of the City Manager's response. Upon request of the Association, submission of the grievance to mediation shall be mandatory on the part of both parties. A mediator shall be agreed on by both parties within ten (10) working days of City receiving request for mediation. The agreed upon mediator will be contacted and a mediation date will be set on the earliest date the mediator and both parties are available.

Step 6

Arbitration. If the grievance has not been resolved at Step 5, the Association may request, within twenty (20) working days of the denial at Step 5, that the grievance be submitted to arbitration. The request shall state whether the Association claims that arbitration is mandatory; of no such claim is stated, arbitration is deemed voluntary. Submission of the grievance to arbitration shall be voluntary on the part of both parties except as expressly provided herein. The fees and expenses of the arbitrator shall be borne by the party ruled against as determined by the arbitrator in his/her award.

The decision of the arbitrator shall be binding on both parties. Arbitration is mandatory in a case in which the dispute involved the application, interpretation, or enforcement of an express provision of this agreement. The following matters and actions are not subject to mandatory arbitration under this section:

- a. personnel evaluations,
- b. establishment of departmental rules and procedures,
- c. scheduling of work and overtime,
- d. the methods and processes by which work is performed,

- e. transfers,
- f. assignments,
- g. shift changes,
- h. any matter for which another hearing process is provided by contract or law including, but not limited to, reprimands, suspension, demotions, Passovers, and promotional examinations, and the scoring thereof,
- i. promotions, and the procedures and evaluations connected therewith,
- j. the exercise of any management right referenced in Article 3 of this agreement.

If arbitration is mutually elected, or required, a list of seven (7) qualified neutrals that are members of the National Academy of Arbitrators shall be requested from the American Arbitration Association (AAA) or other qualified agency. Within five (5) working days after receipt of the list, the Association and the City shall alternately strike the names on the list, and the remaining name shall be the arbitrator. If they do not so agree, each party may mail to the Human Resource Director a copy of the list of neutrals indicating the order in which they wish to alternately strike names. On the fifteenth (15th) calendar day following the mailing of the list by the AAA or other qualified agency, the Human Resource Director shall alternately strike the names in the order requested beginning with the opposite party's list from the last occasion of striking and the last remaining name shall be selected. Copies of the final strike order and the Human Resource Director will send each party's preferential list to the respective parties, but not before the selection is made. Should either party fail to deliver their list within fifteen (15) calendar days from the date the agency mails the list, the other party's seventh (7th) numbered strike shall be selected. Should both parties fail to deliver their list to the agency within 15-calendar days, the selection will be at random by the Human Resource Director.

The hearing on the grievance shall be informal and the rules of evidence shall not apply. The arbitrator shall not have the power to add to, subtract from or modify, the provisions of this agreement in arriving at a decision on the issue or issues presented; and shall confine his decision solely to the precise issue submitted for arbitration, and shall have no authority to determine any other issues not directly presented in the grievance. The decision of the arbitrator shall be final and binding upon the aggrieved employee, the Association and the City. The losing party shall pay all the fees and expenses of the arbitrator. The arbitrator shall designate the losing party for the purposes of this article, and may find that both parties lost in part and apportion fees and expenses accordingly.

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

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

If the arbitration is not mandatory, and not mutually elected, the Association may appeal the decision of the City Manager, resulting from Step 4, to the District Court in Kleberg County. In the event that the Court rules in favor of the Association, neither the Association nor the employee shall be entitled to recover any damages which could reasonably have been mitigated by the

employee or the Association. The final judicial decision by the last court resorted to by either party shall be final and binding on all parties.

Nothing contained within this Article providing for final and binding arbitration shall be construed to apply to the statutory process for resolving an impasse in collective bargaining nor to require compulsory arbitration with respect to impasse.

ARTICLE 33 PERSONNEL REDUCTION

In the event of layoff of police officers in the city of Kingsville Police Department becomes necessary, the police officer with the least seniority shall be laid off first, and any further layoffs will be in the same order.

A reinstatement list shall be created and valid for one (1) year after the date the position(s) was vacated or abolished. No new police officers shall be hired until the police officers laid off have been given notice of re-hiring and the police officer(s) are given a fourteen (14) day period to notify the employer of intention to return to work. The fourteen (14) day period begins upon receipt of the employee's notice to the affected employee. If no response is received within the fourteen (14) day period, the name shall be removed from the list.

Police officers shall be rehired in accordance with seniority. Police officers rehired shall be required to meet the then existing employment requirements in place at the time of layoff; provided entry level written examinations shall not be applicable.

Before any layoffs occur, the Employer shall notify all police officers who are eligible for retirement so as they may exercise their rights to retire to avoid layoffs.

In the event of an organization restructuring necessitating a reduction in the number of personnel needed in each rank classification, the individual with the least seniority will be "bumped" back to the next lower rank. If seniority is equal between officers, the next criteria used will be time in service.

ARTICLE 34 MISCELLANEOUS PROVISIONS

1. Badge upon Retirement – Each member of the bargaining unit shall be entitled to their badge upon retirement from employment.
2. Contact Information
 - a. All police officers shall be required, as a condition of continued employment beyond the probationary period, to obtain and maintain an operating phone. Any changes in phone numbers must be reported to the Police Chief's office within five (5) calendar days.
 - b. Any changes in address must be reported within five (5) calendar days of event.

ARTICLE 35 MAINTENANCE OF STANDARDS

All economic benefits and working conditions enjoyed by the members of the bargaining unit as of the effective date of this Agreement shall remain unchanged for the duration of this Agreement, unless inconsistent with this Agreement or is mutually agreed to by both the Association and the City.

ARTICLE 36 SCOPE OF AGREEMENT

The parties agree that each has had the full and unrestricted right and opportunity to make, advance and discuss all matters properly within the province of collective bargaining. The above and foregoing Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as herein contained. For the term of this Agreement, each party waives the right to demand or petition for changes in the Agreement or to bargain over any subject during the term of this Agreement, even though the subject may not have been within the knowledge or contemplation of either party.

ARTICLE 37 SAVINGS CLAUSE

Section 1 General Savings Provision

Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provision of the Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement or revision herein shall become inoperative or fail by reasons of the invalidity of any other portion or provision.

Section 2 Pre-emption of Local Government Code and Other Provisions

The provisions of this Agreement shall supersede the provisions of any statute, executive order, local ordinance, or rule which are in conflict herewith, including for example and not by way of limitation, the contrary provisions of Chapter 143, the City Charter of the City of Kingsville, ordinances of the city of Kingsville; and Rules and Regulations of the Firefighters and Police Officers Civil Service Commission for the City of Kingsville.

ARTICLE 38 DURATION

This Agreement shall be effective from the 1st day of October 2022 and shall remain in full force and effect through the 30th day of September 2023 or until such time as it is superseded by a new contract between the parties, whichever occurs later, provided however that in no event shall this Agreement continue in effect after September 30, 2024.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed on this the 24th day of October 2022.

City of Kingsville

Kingsville Law Enforcement Association

Mark McLaughlin, City Manager

KLEA President – Johnny Campos

APPENDIX A - WAGE SCHEDULE

			FY 2022-2023
PD2	Step A	0-24 months	20.90
PD2	Step B	25-36 months	22.56
PD2	Step C	37-59 months	23.40
PD2	Step D	60-84 months	23.95
PD2	Step E	85-120 months	24.45
PD2	Step F	121 – 180 months	25.34
PD2	Step G	181+ months	26.18
PD3	Lieutenant		28.69
PD4	Captain		31.19
PD5	Commander		35.64

APPENDIX B - PROMOTIONAL EXAM SCORING PROCESS

RANK	WEIGHT OF WRITTEN TEST SCORE	WEIGHT OF IRB SCORE
Lieutenant	70%	30%
Captain	40%	60%
Commander	30%	70%

Examples:

1. Subject is testing for Lieutenant. Written test is 81%. IRB score 77 points (10+18+13+19+17). Additional points for longevity, education, etc. total 13 (nine years of service in current position [9 pts] and Bachelor's Degree [4 pts]).

Score computed as follows:

Test	81 X 70% =	56.70
IRB	77 X 30% =	23.10
Additional Points		13.00

Total Points 92.80

2. Subject is testing for Commander. Written test is 96%. IRB score is 55 points (5+12+6+14+18). Additional points for longevity, education, etc. total 12 (ten years of service in current position [10 pts], Bachelor's Degree [4 pts] and a reprimand in the past years [-2 pts]).

Score computed as follows:

Test	96 X 30% =	28.80
IRB	55 X 70% =	38.50
Additional Points		12.00

Total Points 79.30

AGENDA ITEM #5

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



MEMO

Date: October 19, 2022

To: Mark McLaughlin (City Manager)

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

Subject: **Lupe Alvarez, applicant/owner; requesting the rezone of Vista Alegre, BLOCK 2, LOTS 3 & 4, also known as 1405 East Henrietta, Kingsville, Texas from R1 (Single Family) to C1 (Neighborhood Service).**

The Planning and Zoning Commission meeting held as scheduled this evening, October 19, 2022, with 5 members in attendance.

Members deliberated over the issue of granting approval for a rezone of **Vista Alegre, BLOCK 2, LOTS 3 & 4, also known as 1405 East Henrietta, Kingsville** to enable the applicant to create additional space for a school (Jubilee Academy). Letters were sent out to neighbors and the City received no feedback save for a citizen making clarifications on the actual use of the property. Commissioners, after deliberations, voted to approve the recommendation for the rezone of the said property from R1 (Single Family) to C1 (Neighborhood Service). A recorded vote of all members present was taken and Commissioners Debbie Tiffie, Brian Coufal, Larry Garcia, Mike Klepac, and the Chairman – Steve Zamora all voted 'YES'.

The meeting was adjourned by about 6.15 p.m.

Thank you.

Uche Echeozo
Director of Planning and
Development Services



MEMO

Date: October 14, 2022

To: Planning and Zoning Commission Members

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

Subject: **Lupe Alvarez, applicant/owner; requesting the rezone of Vista Alegre, BLOCK 2, LOTS 3 & 4, also known as 1405 East Henrietta, Kingsville, Texas from R1 (Single Family) to C1 (Neighborhood Service).**

The applicant approached the department because they wanted to rezone their property (**1405 East Henrietta, Kingsville, Texas**) from R1 (Single Family) to C1 (Neighborhood Service)

This property is just before a row of C1 properties adjacent to 19th Street. The applicant is looking at providing additional space for a school (Jubilee Academy) The applicant also owns the properties immediately adjacent to the subject property. Looking at the City of Kingsville Code of Ordinances, the C1 zoning allows for such a land use.

Consequently, this application is being submitted for your consideration. Therefore, it is recommended that you consider the said application and approve same since this will create a uniform zoning for the land use and enabling further educational development.

Thank you.

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

Uche Echeozo
Director of Planning and
Development Services

CITY OF KINGSVILLE
PLANNING AND ZONING DIVISION
MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 1405 E. HENRIETTA Nearest Intersection NORTH 17TH & EAST HENRIETTA

(Proposed) Subdivision Name _____ Lot _____ Block _____

Legal Description: VISTA ALGEE Block 2, Lot 3, 4

Existing Zoning Designation R1 Future Land Use Plan Designation C1

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent LUPE ALVAREZ Phone 361 720 0543 FAX 361 592 8856

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

Mailing Address 1513 Michael City KINGSVILLE State TX Zip 78363

Property Owner LUPE ALVAREZ Phone 361 720 0543 FAX 361 592 8856

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

Mailing Address 1513 Michael City KINGSVILLE State TX Zip 78363

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

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

Please provide a basic description of the proposed project:

Jubilee Academy School have added high school students and are in
need of additional space for classes - propose to convert
present family house into 2 class room -
See pictures & map attached -

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

Applicant's Signature [Signature] Date: 8/24/22

Property Owner's Signature [Signature] Date: 8/24/22

Accepted by: _____ Date: _____

Tax Year: 2022

Account

Property ID: 25950 Legal Description: VISTA ALEGRE, BLOCK 2, LOT 3, 4
 Geographic ID: 180800203000192 Zoning:
 Type: Real Agent Code:
 Property Use Code:
 Property Use Description:

Location

Address: 1405 E HENRIETTA Mapsco:
 Neighborhood: Map ID: B1
 Neighborhood CD:

Owner

Name: ALVAREZ GUADALUPE B Owner ID: 31291
 Mailing Address: 621 N US HWY 77 BYP % Ownership: 100.0000000000%
 KINGSVILLE, TX 78363

Exemptions:

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$59,720	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$4,080	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0

(=) Market Value:	=	\$63,800
(-) Ag or Timber Use Value Reduction:	-	\$0

(=) Appraised Value:	=	\$63,800
(-) HS Cap:	-	\$0

(=) Assessed Value:	=	\$63,800
---------------------	---	----------

Owner: ALVAREZ GUADALUPE B
 % Ownership: 100.0000000000%
 Total Value: \$63,800

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	KLEBERG COUNTY APPRAISAL DISTRICT	0.000000	\$63,800	\$63,800	\$0.00
CKI	CITY OF KINGSVILLE	0.840000	\$63,800	\$63,800	\$535.92

9/15/22, 9:48 AM

Kleberg CAD - Property Details

GKL	KLEBERG COUNTY	0.771870	\$63,800	\$63,800	\$492.45
SKI	KINGSVILLE I.S.D.	1.518900	\$63,800	\$63,800	\$969.06
WST	SOUTH TEXAS WATER AUTHORITY	0.082426	\$63,800	\$63,800	\$52.59
Total Tax Rate:		3.213196			

Taxes w/Current Exemptions: \$2,050.02

Taxes w/o Exemptions: \$2,050.02

Improvement #1: RESIDENTIAL State Code: A1 Living Area: 1664.0 sqft Value: \$59,720

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	FF4		1987	1664.0
WDFA	WOOD DECK FRAME AVERAGE *			2020	24.0

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	A1	A1	0.1894	8250.00	50.00	165.00	\$4,080	\$0

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2023	N/A	N/A	N/A	N/A	N/A	N/A
2022	\$59,720	\$4,080	0	63,800	\$0	\$63,800
2021	\$59,720	\$4,080	0	63,800	\$0	\$63,800
2020	\$53,320	\$4,080	0	57,400	\$0	\$57,400
2019	\$53,320	\$4,080	0	57,400	\$0	\$57,400
2018	\$51,430	\$4,080	0	55,510	\$0	\$55,510
2017	\$4,580	\$4,080	0	8,660	\$0	\$8,660
2016	\$4,580	\$4,080	0	8,660	\$0	\$8,660
2015	\$0	\$4,080	0	4,080	\$0	\$4,080
2014	\$0	\$4,080	0	4,080	\$0	\$4,080
2013	\$0	\$4,080	0	4,080	\$0	\$4,080
2012	\$0	\$4,360	0	4,360	\$0	\$4,360
2011	\$17,540	\$4,360	0	21,900	\$0	\$21,900
2010	\$17,540	\$4,360	0	21,900	\$0	\$21,900
2009	\$17,540	\$4,360	0	21,900	\$0	\$21,900

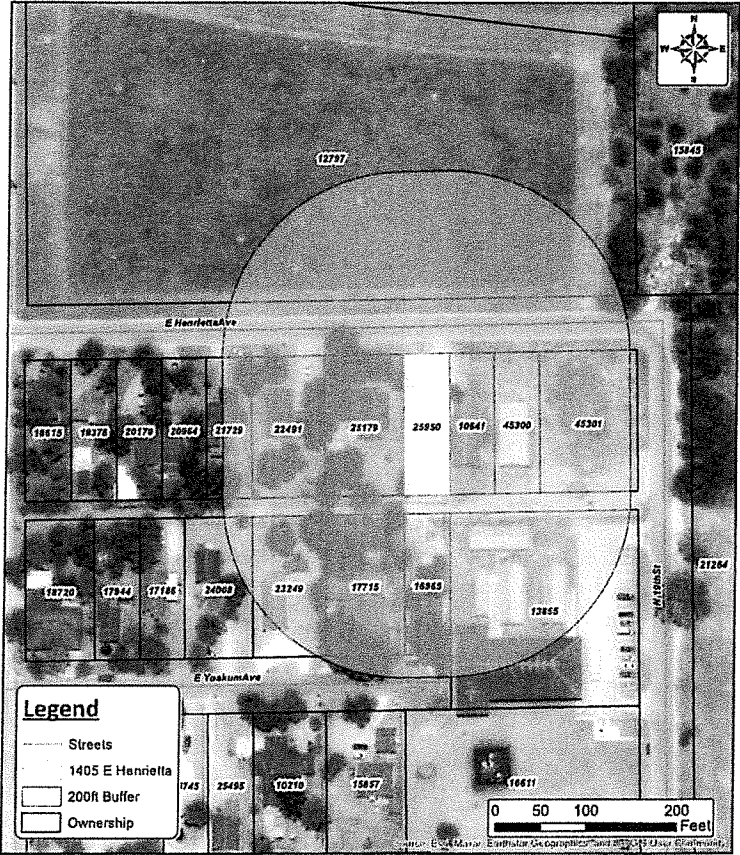
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200ft Buffer at 1405 E Henrietta Ave



1/1	Drawn By: G. AMAYA	<p>DISCLAIMER: THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN DISCREPANCIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THIS INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.</p>	<p>CITY OF KINGSVILLE ENGINEERING DEPARTMENT 400 W King Ave, Kingsville, TX 78343 Office: (361) 595-4007 Fax: (361) 595-4004</p>
	Last Update: 9/1/2022		
	Note: Please see attached documents.		

Farias Anna Lee
1317 E Henrietta Ave
Kingsville, TX 78363
#21729

Alvarez Guadalupe B
621 N US HWY 77 BYP
Kingsville, TX 78363
#13855

Esquivel Manuel Jr
Manuel Esquivel III
1315 E Henrietta Ave
Kingsville, TX 78363
#24008

Alvarez Guadalupe B
621 N US HWY 77 BYP
Kingsville, TX 78363
#45301

Guzman Gerardo
1321 E Henrietta Ave
Kingsville, TX 78363
#22491

Saenz Emilia M
4310 Carlton St
Corpus Christi, TX 78415
#12797

Garcia Hector Alfredo
1324 E Yoakum
Kingsville, TX 78363
#23249

Espinoza Armando Jr
1401 E Henrietta
Kingsville, TX 78363
#25179

Alegria Oralia
1402 E Yoakum Ave
Kingsville, TX 78363
#17715

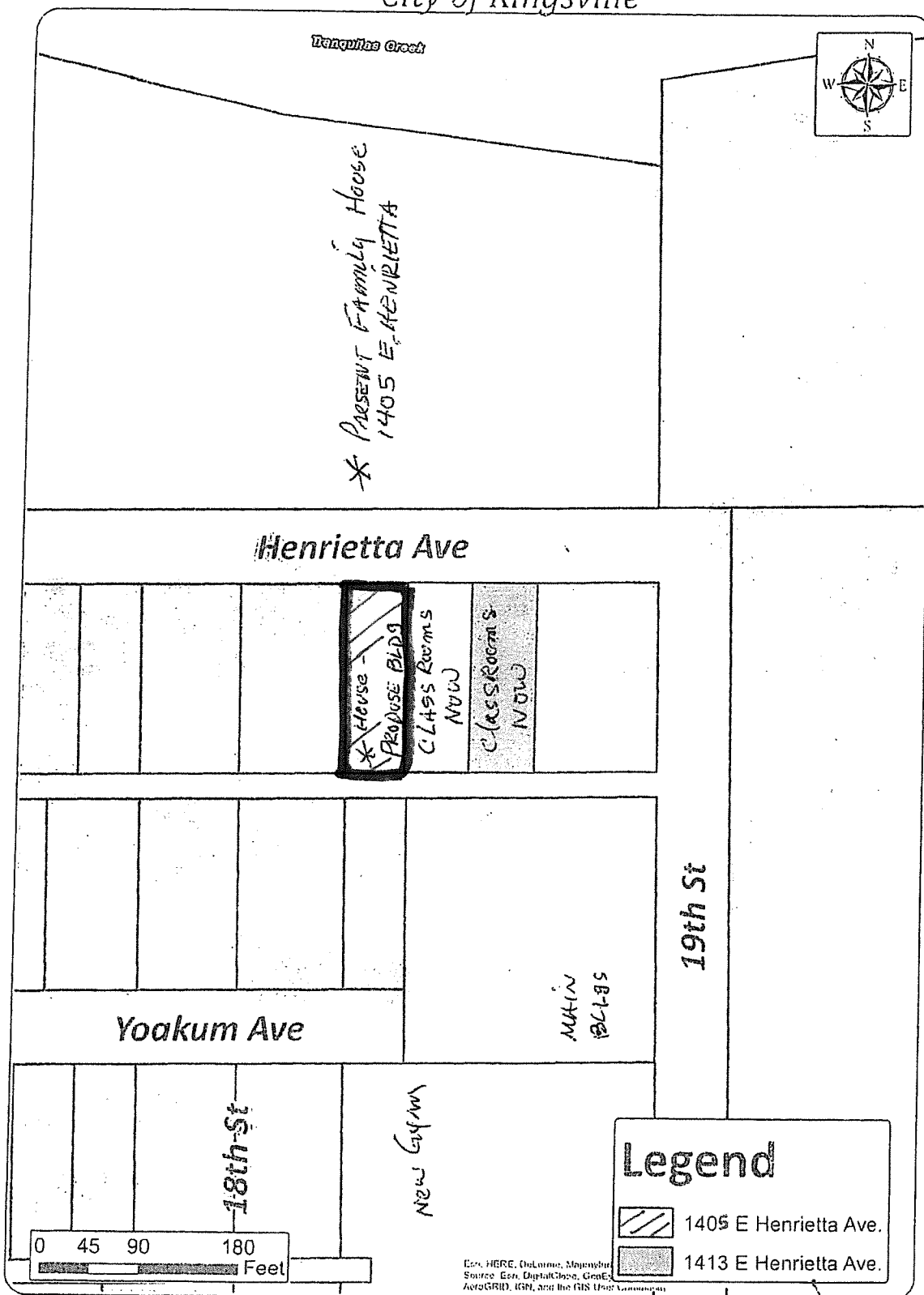
Perez Raul
1404 E Yoakum Ave
Kingsville, TX 78363
#16965


Alvarez Guadalupe B
621 N US HWY 77 BYP
Kingsville, TX 78363
#25950

Alvarez Guadalupe B
621 N US HWY 77 BYP
Kingsville, TX 78363
#10641

Alvarez Guadalupe B
621 N US HWY 77 BYP
Kingsville, TX 78363
#45300

City of Kingsville



Page 1 / 1	Drawn By: Engineering Department	DISCLAIMER THIS MAP IS FOR VISUAL PURPOSES ONLY THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE	 CITY OF KINGSVILLE ENGINEERING DEPARTMENT 200 East Kleberg Kingsville, Texas 78362 Office: 361-595-8005 Fax: 361-595-8036
	Last Update: 3/29/2017		
	Note:		

11/11/17

Edward Jones

edwardjones.com | 800.526.3862

Think CDs are boring? That's the point

Bank-issued, FDIC-insured

4.05% Minimum deposit
\$5000.00
1-year APY*

For those interested in a more conservative investment strategy, CDs guarantee the return of the full principal amount at maturity. Want to learn more? Get in touch today.



Bud Malcik, AAMS™
Financial Advisor
1014 South 14th Street
Kingsville, TX 78363
361-592-3678

*Annual Percentage Yield (APY) effective 09/30/2022. CDs offered by Edward Jones are bank-issued and FDIC-insured up to \$250,000 (principal and interest accrued but not yet paid) per depositor, per insured depository institution, for each account ownership category. Please visit www.edwardjones.com or contact your financial advisor for additional information. Subject to availability and price change. CD values are subject to interest rate risk such that when interest rates rise, the prices of CDs can decrease. If CDs are sold prior to maturity, the investor can lose principal value. FDIC insurance does not cover losses in market value. Early withdrawal may not be permitted. Yields quoted are net of all commissions. CDs require the distribution of interest and do not allow interest to compound. CDs offered through Edward Jones are issued by banks and are fully nationwide. All CDs sold by Edward Jones are registered with the Depository Trust Corp. (DTC).



The City of Kingsville will be hosting a TRASH-OFF

Citizens can dump their trash for FREE!

Sat., Oct. 29, 2022, from 8:30 am – 12:00 pm

WEATHER PERMITTING

LOCATED AT 6TH & EAST AVE G

TWO BLOCKS NORTH OF KLEBERG ELEMENTARY SCHOOL

YOU MUST PROVIDE PROOF OF RESIDENCY AND UTILITY BILL.

Contact Code Compliance for more info @ 361-595-6993

No Contractors allowed! Kingsville Residents Only!

We will accept:

- *Appliances (on refrigerators or freezers)
- *Blankets
- *Furniture
- *Tires (8 per vehicle)

Only standard automobile tires

We will NOT accept:

- *Hazardous Waste
- *Refrigerators or Freezers
- *Covers 100'
- *Household Garbage
- *Electronics or Building Materials



PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, October 19, 2022 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard:

Lupe Alvarez owner/applicant; requesting the rezone of Vista Alegre, BLOCK 2 LOTS 3 & 4, also known as 1405 East Henrietta, Kingsville, Texas from R1 (Single Family) to C1 (Neighborhood Services).

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

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, October 24, 2022 at 5:00 p.m. wherein the City Commission will discuss the consideration of the following item and at which time all interested persons will be heard:

Lupe Alvarez owner/applicant; requesting the rezone of Vista Alegre, BLOCK 2 LOTS 3 & 4, also known as 1405 East Henrietta, Kingsville, Texas from R1 (Single Family) to C1 (Neighborhood Services).

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

Phyllishia Lopez appointed County Extension Agent for Kleberg-Kenedy County

Kingsville, TX – Phyllishia Lopez has been named 4-H County Extension Agent for Kleberg-Kenedy County, effective Oct. 1, 2022, according to a joint announcement by Kleberg County Judge Rudy Madrid, Kenedy County Judge Charles Burns, Kleberg & Kenedy County Commissioners, and Dr. Ruben J. Saldaña, District Extension Administrator for Texas A&M AgriLife Extension, headquartered at the Texas A&M Research and Extension Center at Weslaco.

Lopez was an active FFA member and obtained her bachelor's degree in Animal Sciences from Texas A&M University - Kingsville. Ms. Lopez had the opportunity throughout college to intern with Texas A&M AgriLife Extension in Cameron County. She also worked in agriculture related jobs throughout her college years with Innovative Seed Solution in Bishop, Texas. Ms. Lopez did much research with sorghum crops and worked under her animal science professor with sheep.

In Kleberg-Kenedy County, Lopez will serve as the County Extension Agent with responsibilities for 4-H Youth Development. She will also be responsible for providing leadership and management for the Kleberg-Kenedy County 4-H program cooperatively with 4-H volunteers and leaders. Lopez's responsibilities will be to work with the youth, community-based organizations, Extension committees, and local citizens to identify youth issues of relevance to Kleberg-Kenedy County and provide educational responses to address those issues in measurable ways.

The Kleberg-Kenedy County Extension Office is part of Texas A&M AgriLife Extension, an agency of the Texas A&M University System. Local Extension programs extend university resources to residents by providing practical information, training, and technical assistance in four broad program areas: Agriculture and Natural Resources, Family & Consumer Sciences, 4-H & Youth Development, and Community & Economic Development. Texas Cooperative Extension is a cooperative effort between the United States Department of Agriculture, the State of Texas, and the Kleberg-Kenedy County Commissioners' Court.



Phyllishia Lopez

City of Kingsville Department lists food establishment scores

By TERRY FITZWATER
PUBLISHED

the Kings Inn and the Kwik Pantry on West Corral all came in with perfect 100's.

The City of Kingsville Health Department recently reviewed 22 food establishments in the county, with inspections taking place between Aug. 29 and Sept. 9.

All 22 of the venues inspected received "A" scores, with five of them tallying a perfect 100.

Eve's Heavenly Delights, TAMUK-Chic-Fil-A, TAMUK-Starbucks,

A record 10 establishments just missed perfect 100's, coming in with 99's.

Food Establishments that scored 99 included the Ricardo ISD, the Wal-fan Day Seafood Company, Christus Kleberg Cafe, El Campo Game Processing, Superette, Chilli's, CVS, Javelina Campus Store and Arby's.

There was only one

place that got a 98, Rock's Discount Vitamins and More.

Four businesses were next in line, as the Riviera Burger King, Spice Station, TAMUK-Catering and TAMUK-Subway all finished at 97.

TAMUK-Pizza Hut came in with a 95, followed by Casa de Tacons at 92.

Chop Six was the last of the "A" establishments during the inspection period, finishing with a 90.

ORDINANCE #2022-_____

AMENDING THE ZONING ORDINANCE BY CHANGING THE ZONING MAP IN REFERENCE TO VISTA ALEGRE, BLOCK 2, LOTS 3 & 4, ALSO KNOWN AS 1405 EAST HENRIETTA, KINGSVILLE, TEXAS, FROM R1 (SINGLE FAMILY) TO C1 (NEIGHBORHOOD SERVICES); AMENDING THE COMPREHENSIVE PLAN TO ACCOUNT FOR ANY DEVIATIONS FROM THE EXISTING COMPREHENSIVE PLAN; AND PROVIDING FOR PUBLICATION.

WHEREAS, the Planning Commission has forwarded to the City Commission its reports and recommendations concerning the application of Lupe Alvarez, owner/applicant, for amendment to the zoning ordinance and zoning map of the City of Kingsville;

WHEREAS, with proper notice to the public, public hearings were held on Wednesday, October 19, 2022 during a meeting of the Planning and Zoning Commission, and on Monday, October 24, 2022 during a meeting of the City Commission, in the Helen Kleberg Groves Community Room at City Hall, in the City of Kingsville, during which all interested persons were allowed to appear and be heard; and

WHEREAS, the item was APPROVED with a 5-0 vote of the Planning Commission regarding the requested rezone with no abstentions; and

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

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

SECTION 1. That the Zoning Ordinance of the City of Kingsville, Texas, is amended by changing the zoning of Vista Alegre, Block 2, Lots 3 & 4, also known as 1405 East Henrietta, Kingsville, Texas, from R1 (Single Family) to C1 (Neighborhood Services), as more specifically described on the Zone Change Map, attached as Exhibit A.

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

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

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

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

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

INTRODUCED on this the 24th day of October, 2022.

PASSED AND APPROVED on this the 14th day of November, 2022.

Effective Date: _____

THE CITY OF KINGSVILLE

Sam R. Fugate, Mayor

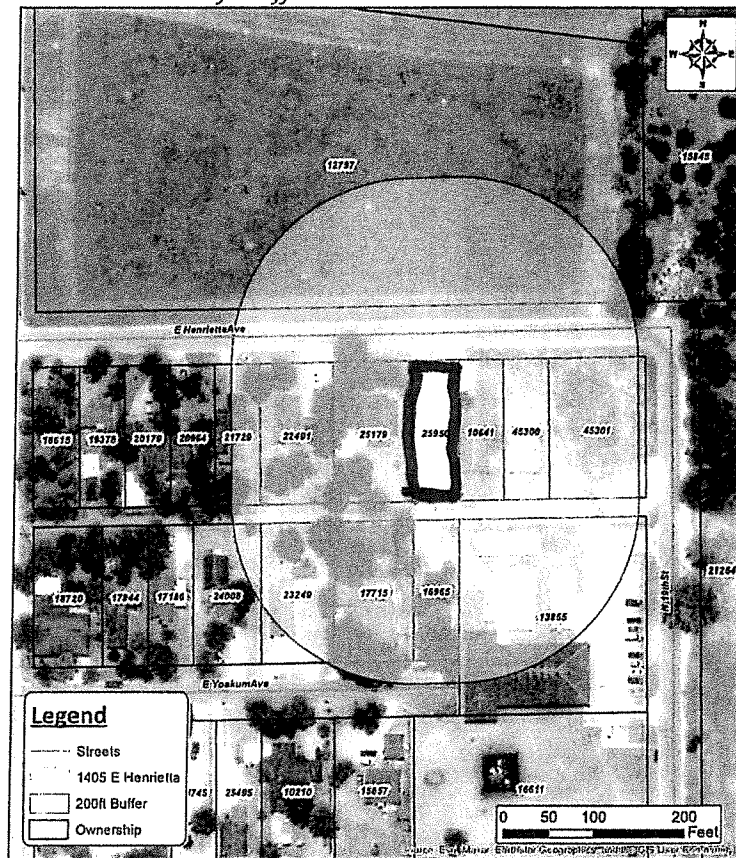
ATTEST:

Mary Valenzuela, City Secretary

APPROVED:

Courtney Alvarez, City Attorney

200ft Buffer at 1405 E Henrietta Ave



<p>Drawn By: G. AMAYA</p> <p>Last Update: 9/3/2022</p> <p>Note: Please see attached documents.</p>	<p>UNCLAIMED: THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, FUNDING, OR ANY OTHER PURPOSE.</p>	<p>CITY OF KINGSVILLE ENGINEERING DEPARTMENT 400 W King Ave, Kingsville, TX 78263 Office: (361) 595-4007 Fax: (361) 595-4064</p>
	<p>CITY OF KINGSVILLE</p>	
	<p>ENGINEERING DEPARTMENT</p>	

AGENDA ITEM #6

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



MEMO

Date: October 19, 2022

To: Mark McLaughlin (City Manager)

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

Subject: **Beverly Gant, applicant/owner; requesting a Special Use Permit for Childcare in Home in R1 (Single Family) property located at FORREST PARK 1, BLOCK 2, LOT 20 also known as 803 Inez, Kingsville, Texas.**

The Planning and Zoning Commission meeting held as scheduled this evening, October 19, 2022, with 5 members in attendance.

Members deliberated over the issue of granting approval for a Special Use Permit to enable the applicant carry out a Childcare in Home business at their property located at **FORREST PARK 1, BLOCK 2, LOT 20 also known as 803 Inez, Kingsville, Texas**. Letters were sent out to neighbors and the City received no objections to the request. Commissioners, after deliberations, voted unanimously to approve the recommendation for a Special Use Permit. A recorded vote of all members present was taken and Commissioners Debbie Tiffie, Brian Coufal, Larry Garcia and the Chairman – Steve Zamora all voted ‘YES’. Commissioner Mike Klepac voted “NO”.

The meeting was adjourned by 6.15p.m.

Thank you.

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

Uche Echeozo
Director of Planning and
Development Services



MEMO

Date: October 14, 2022

To: Planning and Zoning Commission Members

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

Subject: **Beverly Gant, applicant/owner; requesting a Special Use Permit for Childcare in Home in R1 (Single Family) property located at FORREST PARK 1, BLOCK 2, LOT 20 also known as 803 Inez, Kingsville, Texas.**

The applicant approached the department because they wanted to carry out the business of Childcare in home at their property (**803 Inez, Kingsville, Texas**). A look at the current zoning of the property revealed an R1 (Single Family Residential) zoning which does not permit such development except under a Special Use Permit regime.

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

Thank you.

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

Uche Echeozo
Director of Planning and
Development Services

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

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 803 Inez Kingsville Nearest Intersection East Warren & Inez
Texas 78363
(Proposed) Subdivision Name Forrest Park Lot 20 Block 2
Legal Description: childcare in home
Existing Zoning Designation R-1 Future Land Use Plan Designation Special Use Permit

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Beverly Gant Phone 3614551993 FAX _____
Email Address (for project correspondence only): bevgant2716@gmail.com
Mailing Address 803 Inez City Kingsville, State Tx. Zip 78363
Property Owner Beverly, Joel Gant Phone 3614551993 FAX _____
Email Address (for project correspondence only): bevgant2716@gmail.com
Mailing Address _____ City _____ State _____ Zip _____

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

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

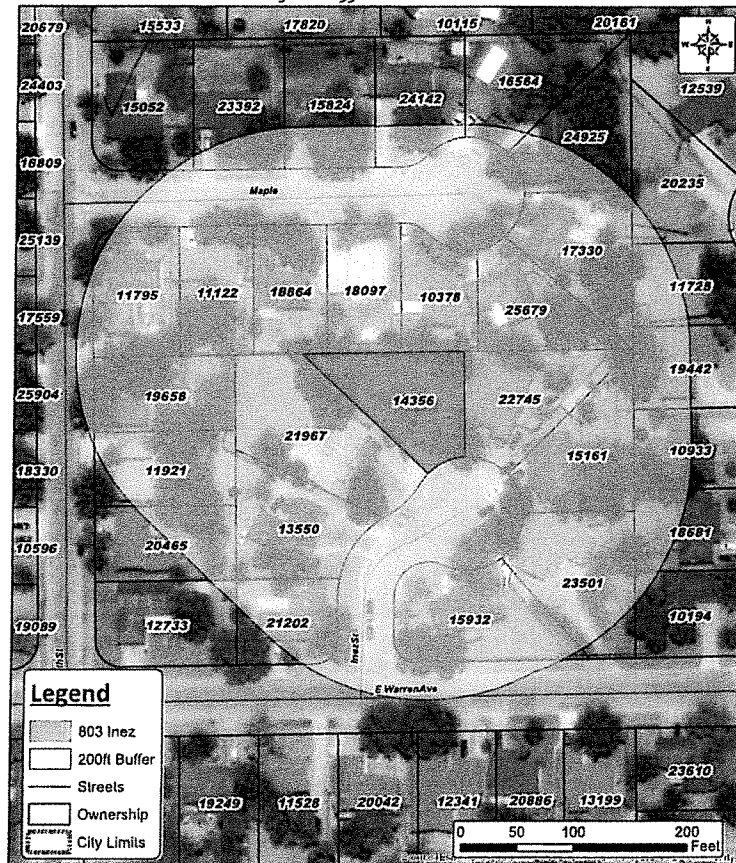
Please provide a basic description of the proposed project:

Home childcare for 2 1/2 - 4 year olds. I'm licensed
for 12, but will keep 4-5 yr olds. Parents can pick
up/drop off between 7:00-5:30 PM.

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

Applicant's Signature Beverly L. Gant Date: 9-13-2022
Property Owner's Signature _____ Date: _____
Accepted by: _____ Date: _____

200ft Buffer at 803 Inez



1 / 1	Drawn By: G. AMAYA	<p>DISCLAIMER THIS MAP IS FOR OFFICIAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, SUBSIDY, OR ANY OTHER PURPOSE.</p>	<p>CITY OF KINGSVILLE ENGINEERING DEPARTMENT 400 W King Ave, Kingsville, TX 78363 Office: (361) 595-8007 Fax: (361) 595-8064</p>
	Last Update: 9/23/2022		
	Note: Please see attached document.		

Clifton W McPeak
Etux Consolacion
3330 Overlook DR
Dekalb, IL 60115-4909
#15052

Pearly Kemp
819 S 21st St
Kingsville, TX 78363
#18681

Alfonso R Garcia Est
1503 Maple ST
Kingsville, TX 78363
#11795

Raul S Vela Jr
And Phyllis Rosie Montoya
1508 Maple St
Kingsville, TX 78363
#23392

Rios Dariel
Etux Clarissa F
829 S 21st St
Kingsville, TX 78363
#10194

Oscar Arizpe
Etux Loralva F
804 S 19th St
Kingsville, TX 78363
#19658

Linda A Roberts
1512 Maple ST
Kingsville, TX 78363
#15824

Elva Cantu
505 E Rachel
Beeville, TX 78102
#13550

Scott A Bucy
Etux Anne
812 S 19th St
Kingsville, TX 78363
#11921

T & R Trust
Rebecca S Trant (Trustee)
820 S 18th St
Kingsville, TX 78363
#24142

Angelina Hinojosa
811 Inez
Kingsville, TX 78363
#21967

Edwin Cann
Etux Donna
5042 Al Theis St
Bishop, TX 78343
#20465

Christopher D Cherry
1522 Maple St
Kingsville, TX 78363
#16564

Samantha Garza
1528 Maple St
Kingsville, TX 78363
#24925

Emmett Owen
Etux Lydia L
828 S 19th St
Kingsville, TX 78363
#12733

Sonya Trevino
721 S 21st St
Kingsville, TX 78363
#20235

Pedro B Narvaez
Antonia Narvaez
1521 Maple St
Kingsville, TX 78363
#25679

T & R Trust
Rebecca S Trant (Trustee)
820 S 18th St
Kingsville, TX 78363
#21202

Keith A Platt
Etux Kristina A
1527 Maple ST
Kingsville, TX 78363
#17330

Karissa Loreda
Mario Loreda
9402 Fernwood Forest
Houston, TX 77040
#10378

De La Garza Francisco J
Etux Vienna D
802 Inez St
Kingsville, TX 48363
#22745

George Farek
727 S 21st St
Kingsville, TX 78363
#11728

Juan M Herrera
Etux Olivia
1517 Maple ST
Kingsville, TX 78363
#18097

T & R Trust
Rebecca S Trant (Trustee)
820 S 18th St
Kingsville, TX 78363
#15161

Jerry Leal
803 S 21st St
Kingsville, TX 78363
#19442

Gavino O Amaya
Etux Lillian R
1511 Maple ST
Kingsville, TX 78363
#18864

Juarez Oscar Z
Etux Esmeralda
820 Inez St
Kingsville, TX 78363
#23501

Paul A Baca
Etux Linda Gale
948 Pecan Street
Canyon Lake, TX 78133
#10933

Ricardo Menchaca
Sara Martinez
1507 Maple St
Kingsville, TX 78363
#11122

Ahrens James Lee
Etux Maribeth
1521 Warren Ave
Kingsville, TX 78363
#15932

Tax Year: 2022

Account

Property ID: 14356 Legal Description: FORREST PARK 1, BLOCK 2, LOT 20
 Geographic ID: 130300220000192 Zoning:
 Type: Real Agent Code:
 Property Use Code:
 Property Use Description:

Location

Address: 803 INEZ Mapsco:
 Neighborhood: Map ID: B1
 Neighborhood CD:

Owner

Name: GANT JOEL B Owner ID: 13460
 Mailing Address: ETUX BEVERLY
 803 INEZ ST
 KINGSVILLE, TX 78363-6526
 % Ownership: 100.000000000000%
 Exemptions: H5

(+) Improvement Homesite Value:	+	\$99,500	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$11,300	
(+) Land Non-Homesite Value:	+	\$0	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0

(=) Market Value:	=	\$110,800
(-) Ag or Timber Use Value Reduction:	-	\$0

(=) Appraised Value:	=	\$110,800
(-) HS Cap:	-	\$0

(=) Assessed Value:	=	\$110,800
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Owner: GANT JOEL B
 % Ownership: 100.000000000000%
 Total Value: \$110,800

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	KLEBERG COUNTY APPRAISAL DISTRICT	0.000000	\$110,800	\$110,800	\$0.00
CKI	CITY OF KINGSVILLE	0.840000	\$110,800	\$110,800	\$930.72

9/22/22, 1:24 PM

Kleberg CAD - Property Details

GKL	KLEBERG COUNTY	0.771870	\$110,800	\$110,800	\$855.23
SKI	KINGSVILLE I.S.D.	1.518900	\$110,800	\$70,800	\$1,075.38
WST	SOUTH TEXAS WATER AUTHORITY	0.078489	\$110,800	\$105,800	\$83.04
Total Tax Rate:		3.209259			

Taxes w/Current Exemptions: \$2,944.37

Taxes w/o Exemptions: \$3,555.86

Improvement #1: RESIDENTIAL State Code: A1 Living Area: 1835.0 sqft Value: \$99,500

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	MM4	EWG	1972	1394.0
MADM	MAIN ADDITION MASONRY	*		1972	441.0
OPMA	OPEN PORCH MASONRY AVERAGE	*		1972	20.0
PCMA	PATIO COVERED MASONRY AVERAGE	*		1972	192.0

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	A1	A1	0.2552	11114.43	90.56	122.73	\$11,300	\$0

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2023	N/A	N/A	N/A	N/A	N/A	N/A
2022	\$99,500	\$11,300	0	110,800	\$0	\$110,800
2021	\$99,500	\$11,300	0	110,800	\$6,817	\$103,983
2020	\$83,230	\$11,300	0	94,530	\$0	\$94,530
2019	\$83,230	\$11,300	0	94,530	\$0	\$94,530
2018	\$88,830	\$11,300	0	100,130	\$0	\$100,130
2017	\$88,830	\$11,300	0	100,130	\$0	\$100,130
2016	\$88,830	\$11,300	0	100,130	\$844	\$99,286
2015	\$78,960	\$11,300	0	90,260	\$0	\$90,260
2014	\$78,960	\$11,300	0	90,260	\$0	\$90,260
2013	\$78,960	\$11,300	0	90,260	\$0	\$90,260
2012	\$72,380	\$11,650	0	84,030	\$0	\$84,030
2011	\$72,380	\$11,650	0	84,030	\$0	\$84,030
2010	\$72,380	\$11,380	0	83,760	\$0	\$83,760
2009	\$72,380	\$11,380	0	83,760	\$215	\$83,545

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MapSource Version 1.2.2.1

Property: 14356, as of 10/1/2022 11:27 PM

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2675, 2676, 2677, 2678, 2679, 2680, 2681, 2682, 2683, 2684, 2685, 2686, 2687, 2688, 2689, 2690, 2691, 2692, 2693, 2694, 2695, 2696, 2697, 2698, 2699, 2700, 2701, 2702, 2703, 2704, 2705, 2706, 2707, 2708, 2709, 2710, 2711, 2712, 2713, 2714, 2715, 2716, 2717, 2718, 2719, 2720, 2721, 2722, 2723, 2724, 2725, 2726, 2727, 2728, 2729, 2730, 2731, 2732, 2733, 2734, 2735, 2736, 2737, 2738, 2739, 2740, 2741, 2742, 2743, 2744, 2745, 2746, 2747, 2748, 2749, 2750, 2751, 2752, 2753, 2754, 2755, 2756, 2757, 2758, 2759, 2760, 2761, 2762, 2763, 2764, 2765, 2766, 2767, 2768, 2769, 2770, 2771, 2772, 2773, 2774, 2775, 2776, 2777, 2778, 2779, 2780, 2781, 2782, 2783, 2784, 2785, 2786, 2787, 2788, 2789, 2790, 2791, 2792, 2793, 2794, 2795, 2796, 2797, 2798, 2799, 2800, 2801, 2802, 2803, 2804, 2805, 2806, 2807, 2808, 2809, 2810, 2811, 2812, 2813, 2814, 2815, 2816, 2817, 2818, 2819, 2820, 2821, 2822, 2823, 2824, 2825, 2826, 2827, 2828, 2829, 2830, 2831, 2832, 2833, 2834, 2835, 2836, 2837, 2838, 2839, 2840, 2841, 2842, 2843, 2844, 2845, 2846, 2847, 2848, 2849, 2850, 2851, 2852, 2853, 2854, 2855, 2856, 2857, 2858, 2859, 2860, 2861, 2862, 2863, 2864, 2865, 2866, 2867, 2868, 2869, 2870, 2871, 2872, 2873, 2874, 2875, 2876, 2877, 2878, 2879, 2880, 2881, 2882, 2883, 2884, 2885, 2886, 2887, 2888, 2889, 2890, 2891, 2892, 2893, 2894, 2895, 2896, 2897, 2898, 2899, 2900, 2901, 2902, 2903, 2904, 2905, 2906, 2907, 2908, 2909, 2910, 2911, 2912, 2913, 2914, 2915, 2916, 2917, 2918, 2919, 2920, 2921, 2922, 2923, 2924, 2925, 2926, 2927, 2928, 2929, 2930, 2931, 2932, 2933, 2934, 2935, 2936, 2937, 2938, 2939, 2940, 2941, 2942, 2943, 2944, 2945, 2946, 2947, 2948, 2949, 2950, 2951, 2952, 2953, 2954, 2955, 2956, 2957, 2958, 2959, 2960, 2961, 2962, 2963, 2964, 2965, 2966, 2967, 2968, 2969, 2970, 2971, 2972, 2973, 2974, 2975, 2976, 2977, 2978, 2979, 2980, 2981, 2982, 2983, 2984, 2985, 2986, 2987, 2988, 2989, 2990, 2991, 2992, 2993, 2994, 2995, 2996, 2997, 2998, 2999, 3000, 3001, 3002, 3003, 3004, 3005, 3006, 3007, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3015, 3016, 3017, 3018, 3019, 3020, 3021, 3022, 3023, 3024, 3025, 3026, 3027, 3028, 3029, 3030, 3031, 3032, 3033, 3034, 3035, 3036, 3037, 3038, 3039, 3040, 3041, 3042, 3043, 3044, 3045, 3046, 3047, 3048, 3049, 3050, 3051, 3052, 3053, 3054, 3055, 3056, 3057, 3058, 3059, 3060, 3061, 3062, 3063, 3064, 3065, 3066, 3067, 3068, 3069, 3070, 3071, 3072, 3073, 3074, 3075, 3076, 3077, 3078, 3079, 3080, 3081, 3082, 3083, 3084, 3085, 3086, 3087, 3088, 3089, 3090, 3091, 3092, 3093, 3094, 3095, 3096, 3097, 3098, 3099, 3100, 3101, 3102, 3103, 3104, 3105, 3106, 3107, 3108, 3109, 3110, 3111, 3112, 3113, 3114, 3115, 3116, 3117, 3118, 3119, 3120, 3121, 3122, 3123, 3124, 3125, 3126, 3127, 3128, 3129, 3130, 3131, 3132, 3133, 3134, 3135, 3136, 3137, 3138, 3139, 3140, 3141, 3142, 3143, 3144, 3145, 3146, 3147, 3148, 3149, 3150, 3151, 3152, 3153, 3154, 3155, 3156, 3157, 3158, 3159, 3160, 3161, 3162, 3163, 3164, 3165, 3166, 3167, 3168, 3169, 3170, 3171, 3172, 3173, 3174, 3175, 3176, 3177, 3178, 3179, 3180, 3181, 3182, 3183, 3184, 3185, 3186, 3187, 3188, 3189, 3190, 3191, 3192, 3193, 3194, 3195, 3196, 3197, 3198, 3199, 3200, 3201, 3202, 3203, 3204, 3205, 3206, 3207, 3208, 3209, 3210, 3211, 3212, 3213, 3214, 3215, 3216, 3217, 3218, 3219, 3220, 3221, 3222, 3223, 3224, 3225, 3226, 3227, 3228, 3229, 3230, 3231, 3232, 3233, 3234, 3235, 3236, 3237, 3238, 3239, 3240, 3241, 3242, 3243, 3244, 3245, 3246, 3247, 3248, 3249, 3250, 3251, 3252, 3253, 3254, 3255, 3256, 3257, 3258, 3259, 3260, 3261, 3262, 3263, 3264, 3265, 3266, 3267, 3268, 3269, 3270, 3271, 3272, 3273, 3274, 3275, 3276, 3277, 3278, 3279, 3280, 3281, 3282, 3283, 3284, 3285, 3286, 3287, 3288, 3289, 3290, 3291, 3292, 3293, 3294, 3295, 3296, 3297, 3298, 3299, 3300, 3301, 3302, 3303, 3304, 3305, 3306, 3307, 3308, 3309, 3310, 3311, 3312, 3313, 3314, 3315, 3316, 3317, 3318, 3319, 3320, 3321, 3322, 3323, 3324, 3325, 3326, 3327, 3328, 3329, 3330, 3331, 3332, 3333, 3334, 3335, 3336, 3337, 3338, 3339, 3340, 3341, 3342, 3343, 3344, 3345, 3346, 3347, 3348, 3349, 3350, 3351, 3352, 3353, 3354, 3355, 3356, 3357, 3358, 3359, 3360, 3361, 3362, 3363, 3364, 3365, 3366, 3367, 3368, 3369, 3370, 3371, 3372, 3373, 3374, 3375, 3376, 3377, 3378, 3379, 3380, 3381, 3382, 3383, 3384, 3385, 3386, 3387, 3388, 3389, 3390, 3391, 3392, 3393, 3394, 3395, 3396, 3397, 3398, 3399, 3400, 3401, 3402, 3403, 3404, 3405, 3406, 3407, 3408, 3409, 3410, 3411, 3412, 3413, 3414, 3415, 3416, 3417, 3418, 3419, 3420, 3421, 3422, 3423, 3424, 3425, 3426, 3427, 3428, 3429, 3430, 3431, 3432, 3433, 3434, 3435, 3436, 3437, 3438, 3439, 3440, 3441, 3442, 3443, 3444, 3445, 3446, 3447, 3448, 3449, 3450, 3451, 3452, 3453, 3454, 3455, 3456, 3457, 3458, 3459, 3460, 3461, 3462, 3463, 3464, 3465, 3466, 3467, 3468, 3469, 3470, 3471, 3472, 3473, 3474, 3475, 3476, 3477, 3478, 3479, 3480, 3481, 3482, 3483, 3484, 3485, 3486, 3487, 3488, 3489, 3490, 3491, 3492, 3493, 3494, 3495, 3496, 3497, 3498, 3499, 3500, 3501, 3502, 3503, 3504, 3505, 3506, 3507, 3508, 3509, 3510, 3511, 3512, 3513, 3514, 3515, 3516, 3517, 3518, 3519, 3520, 3521, 3522, 3523, 3524, 3525, 3526, 3527, 3528, 3529, 3530, 3531, 3532, 3533, 3534, 3535, 3536, 3537, 3538, 3539, 3540, 3541, 3542, 3543, 3544, 3545, 3546, 3547, 3548, 3549, 3550, 3551, 3552, 3553, 3554, 3555, 3556, 3557, 3558, 3559, 3560, 3561, 3562, 3563, 3564, 3565, 3566, 3567, 3568, 3569, 3570, 3571, 3572, 3573, 3574, 3575, 3576, 3577, 3578, 3579, 3580, 3581, 3582, 3583, 3584, 3585, 3586, 3587, 3588, 3589, 3590, 3591, 3592, 3593, 3594, 3595, 3596, 3597, 3598, 3599, 3600, 3601, 3602, 3603, 3604, 3605, 3606, 3607, 3608, 3609, 3610, 3611, 3612, 3613, 3614, 3615, 3616, 3617, 3618, 3619, 3620, 3621, 3622, 3623, 3624, 3625, 3626, 3627, 3628, 3629, 3630, 3631, 3632, 3633, 3634, 3635, 3636, 3637, 3638, 3639, 3640, 3641, 3642, 3643, 3644, 3645, 3646, 3647, 3648, 3649, 3650, 3651, 3652, 3653, 3654, 3655, 3656, 3657, 3658, 3659, 3660, 3661, 3662, 3663, 3664, 3665, 3666, 3667, 3668, 3669, 3670, 3671, 3672, 3673, 3674, 3675, 3676, 3677, 3678, 3679, 3680, 3681, 3682, 3683

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, October 19, 2022 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard: Beverly Gant, applicant, requesting a Special Use Permit for Childcare in home in R1 (Single Family) at FORREST PARK 1, BLOCK 2, LOT 20 also known as 803 Inez, Kingsville, Texas.

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

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, October 24, 2022, at 5:00 p.m. wherein the City Commission will discuss the consideration of the following item and at which time all interested persons will be heard: Beverly Gant, applicant, requesting a Special Use Permit for Childcare in home in R1 (Single Family) at FORREST PARK 1, BLOCK 2, LOT 20 also known as 803 Inez, Kingsville, Texas.

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

Edward Jones

> edwardjones.com | 800.521.2244

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361-592-2678

*Annual Percentage Yield (APY) effective 09/30/2022. CDs offered by Edward Jones are bank-issued and FDIC-insured up to \$250,000 (principal and interest accrued but not yet paid) per depositor, per insured depository institution, for each account ownership category. Please visit www.fdic.gov or contact your financial advisor for additional information. Subject to availability and price change, CD values are subject to interest rate risk such that when interest rates rise, the prices of CDs can decrease. If CDs are sold prior to maturity, the investor can lose principal value. FDIC insurance does not cover losses in market value. Early withdrawal may not be permitted. Yields quoted are not all-in commissions. CDs require the distribution of interest and do not allow interest to compound. CDs offered through Edward Jones are issued by banks and thrifts nationwide. All CDs sold by Edward Jones are registered with the Depository Trust Corp. (DTC).



The City of Kingsville will be hosting a TRASH-OFF

Citizens can dump their trash for FREE!

Sat., Oct. 20, 2022, from 8:30 am – 12:00 pm

WEATHER PERMITTING

LOCATED AT 6th & EAST AVE B

TWO BLOCKS NORTH OF KLEBERG ELEMENTARY SCHOOL

YOU MUST PROVIDE PROOF OF RESIDENCY AND UTILITY BILL

Contact Code Compliance for more info @ 361-595-8002

No Contractors, allowed! Kingsville Residents Only!

We will Accept:

- *Appliances
- (no refrigerators or freezers)
- *Baths
- *Furniture
- *Tires (one per vehicle)

Only standard automotive tires



We Will NOT Accept:

- *Hazardous Waste
- *Refrigerators or Freezers
- *Generators
- *Household Garbage
- *Street or Roadway Signs



PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, October 19, 2022 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard:

Lupe Alvarez, owner/applicant, requesting the rezoning of Vista Alegre, BLOCK 2 LOTS 3 & 4, also known as 1405 East Henrietta, Kingsville, Texas from R1 (Single Family) to C1 (Neighborhood Services).

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

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, October 24, 2022 at 5:00 p.m. wherein the City Commission will discuss the consideration of the following item and at which time all interested persons will be heard:

Lupe Alvarez, owner/applicant, requesting the rezoning of Vista Alegre, BLOCK 2 LOTS 3 & 4, also known as 1405 East Henrietta, Kingsville, Texas from R1 (Single Family) to C1 (Neighborhood Services).

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

Phyllishia Lopez appointed County Extension Agent for Kleberg-Kenedy County

Kingsville, TX – Phyllishia Lopez has been named 4-H County Extension Agent for Kleberg-Kenedy County, effective Oct. 1, 2022, according to a joint announcement by Kleberg County Judge Rudy Madrid, Kenedy County Judge Charles Burns, Kleberg & Kenedy County Commissioners, and Dr. Ruben J. Saldaña, District Extension Administrator for Texas A&M AgriLife Extension, headquartered at the Texas A&M Research and Extension Center at Weslaco.

Lopez was an active FFA member and obtained her bachelor's degree in Animal Sciences from Texas A&M University - Kingsville. Ms. Lopez had the opportunity throughout college to intern with Texas A&M AgriLife Extension in Cameron County. She also worked in agriculture related jobs throughout her college years with Innovative Seed Solution in Bishop, Texas. Ms. Lopez did much research with sorghum crops and worked under her animal science professor with sheep.

In Kleberg-Kenedy County, Lopez will serve as the County Extension Agent with responsibilities for 4-H Youth Development. She will also be responsible for providing leadership and management for the Kleberg-Kenedy County 4-H program cooperatively with 4-H volunteers and leaders. Lopez's responsibilities will be to work with the youth, community-based organizations, Extension committees, and local citizens to identify youth issues of relevance to Kleberg-Kenedy County and provide educational responses to address those issues in measurable ways.

The Kleberg-Kenedy County Extension Office is part of Texas A&M AgriLife Extension, an agency of the Texas A&M University System. Local Extension programs extend university resources to residents by providing practical information, training, and technical assistance in four broad program areas: Agriculture and Natural Resources, Family & Consumer Sciences, 4-H & Youth Development, and Community & Economic Development. Texas Cooperative Extension is a cooperative effort between the United States Department of Agriculture, the State of Texas, and the Kleberg-Kenedy County Commissioners' Court.



Phyllishia Lopez

City of Kingsville Department lists food establishment scores

By TERRY FITZWATER
PUBLISHER

The City of Kingsville Health Department recently reviewed 22 food establishments in the county, with inspections taking place between Aug. 29 and Sept. 9.

All 22 of the venues inspected received "A" scores, with five of them tallying a perfect 100.

Five Heavenly Delights, TAMUK Chick-A, TAMUK Starbucks,

the Kings Inn and the Kwik Pantry on West Corral all came in with perfect 100s.

A record 10 establishments just missed perfect 100s, coming in with 99s. Food Establishments that scored 99 included the Ricardo ISO, the Baffin Bay Seafood Company, Chris Kleberg Cafe, El Campo Game Processing, Superette, Chills, CVS, Javelina Campus Store and Arby's.

There was only one

place that got a 98, Rock's Discount Vitamins and More.

Four businesses were next in line, as the Riviera Burger King, Spice Station, TAMUK-Catering and TAMUK Subway all finished at 97.

TAMUK-Pizza Hut came in with a 95, followed by Casa de Tacos at 92.

Chop Stix was the last of the "A" establishments during the inspection period, finishing with a 90.

ORDINANCE NO. 2022-_____

AMENDING THE ZONING ORDINANCE BY GRANTING A SPECIAL USE PERMIT FOR DAYCARE USE IN R1 (SINGLE FAMILY DISTRICT) AT 803 INEZ, KINGSVILLE, TEXAS, ALSO KNOWN AS FORREST PARK 1, BLOCK 2, LOT 20; AMENDING THE COMPREHENSIVE PLAN TO ACCOUNT FOR ANY DEVIATIONS FROM THE EXISTING COMPREHENSIVE PLAN; PROVIDING FOR PUBLICATION.

WHEREAS, the Planning & Zoning Commission has forwarded to the City Commission it's reports and recommendations concerning the application of Beverly Gant, property owner/applicant, for amendment to the zoning map of the City of Kingsville;

WHEREAS, the property is currently zoned R1-Single Family Residential District and it is desired for the area to be used as a residence and a daycare facility;

WHEREAS, the City Code of Ordinances, Chapter XV-Land Usage, Appendix A- Land Use Categories states that in R1 a special use permit is required to have a day nursery or kinder (day care facility); and

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

WHEREAS, with proper notice to the public, public hearings were held on Wednesday, October 19, 2022, during a meeting of the Planning & Zoning Commission, and on Monday, October 19, 2022, during a meeting of the City Commission, in the Helen Kleberg Groves Community Room/Commission Chambers, at City Hall, in the City of Kingsville, during which all interested persons were allowed to appear and be heard; and

WHEREAS, a majority of the Planning & Zoning Commission voted 4-1 to APPROVE, with no abstentions, the requested special use permit; and

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

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

SECTION 1. That the Zoning Ordinance of the City of Kingsville, Texas, is amended and a Special Use Permit is granted for a Daycare Facility on the premises known as 803 Inez, Kingsville, Texas, (Forrest Park 1, Block 2, Lot 20), as more specifically describe on site plan attached as Exhibit A.

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

1. ALLOWED USE: The only uses authorized by this Special Permit other than the permitted "R1" Single Family District uses is as a Daycare Facility.

2. STATE LICENSE: The premises or operator be licensed or registered by the State of Texas to have a Daycare Facility.

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

4. SPECIAL CONDITION: The applicant shall obtain all required background checks, business licenses and cooperation with all annual fire safety, health, and sanitation inspections, as required by the Department of Family and Protective Services and the City of Kingsville, and any other laws or regulations regarding such business in order to maintain compliance with state and city regulations for the daycare facility.

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

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

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

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

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

INTRODUCED on this the 24th day of October, 2022.

PASSED AND APPROVED on this the 14th day of November, 2022.

Effective Date: _____, 2022

THE CITY OF KINGSVILLE

Sam R. Fugate, Mayor

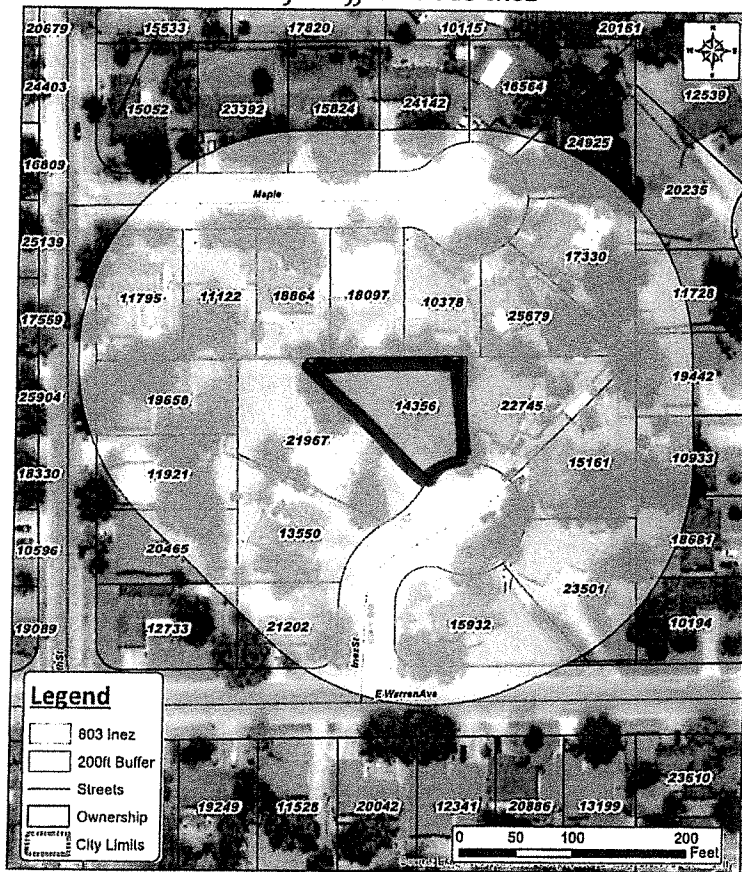
ATTEST:


Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

200ft Buffer at 803 Inez



Drawn By: G. AMAYA Last Update: 9/23/2022 Note: Please see attached document.	DISCLAIMER: THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.	 <p>CITY OF KINGSVILLE ENGINEERING DEPARTMENT 400 W. King Ave. Kingsville, TX 78363 Office: (361) 595-4907 Fax: (361) 595-8064</p>

AGENDA ITEM #7

**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Deborah Balli, Finance Director

DATE: October 19, 2022

SUBJECT: ARP Funding Reallocation

Summary:

TimeClock Plus is our current software for time and attendance for our employees and there continues to be issues when we have changes in rates of pay during the middle of a pay period. We have also received the renewal amount for TimeClock Plus and it is increasing.

We currently use Incode from Tyler Technologies and they have a time and attendance module which would solve the issues we are having with TimeClock Plus, reduce the recurring maintenance costs and time clock equipment replacement costs.

In addition, HR and Finance needs additional training hours to complete the Position Budgeting and Project accounting module.

The total cost of the reallocation is \$58,542 which is broken down as follows:

- Time & Attendance Module - \$49,707
- (3) New Time Clocks - \$6,585
- (15) Training Hours - \$2,250

We are requesting \$58,452 to be funded from the \$400,000 allocated in the General Fund ARP fund for Broadband.

Recommendation:

Staff recommends the approval of the above reallocation of ARP funding.



AGENDA ITEM #8

**City of Kingsville
Police Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Ricardo Torres, Chief of Police

DATE: October 4, 2022

SUBJECT: FY2022 Patrick Leahy Bulletproof Vest Partnership Grant (Update from May 3, 2022)

Summary:

The Kingsville Police Department applied for the FY2022 Bulletproof Vest Partnership Grant and is receipt of funds thru this grant.

Background:

Justice Assistance Grant (JAG) funds or other federal funding sources may not be used to pay for that portion of the bullet proof vest (50%) that is not covered by BVP funds. JAG or other federal funds may be used to purchase vests for an agency, but they may not be used as the 50% match for BVP purposes.

Uniquely Fitted Armor Vest Requirement- Jurisdictions receiving funding for reimbursement of body armor purchases must have in place a uniquely fitted vest requirement when the FY 2022 BVP applications are submitted.

In the BVP Program, "uniquely fitted vests" means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage, through a combination of: 1) correctly-sized panels and carrier, determined through appropriate measurement, and 2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. The requirement that body armor be "uniquely fitted" does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer. In support of the Office of Justice Programs' efforts to improve officer safety, the American Society for Testing and Materials (ASTM) International has made available the *Standard Practice for Body Armor Wearer Measurement and Fitting of Armor* (Active Standard ASTM E3003) available at no cost. The Personal Armor Fit Assessment checklist, is excerpted from ASTM E3003.



**City of Kingsville
Police Department**

In addition, a certification section has been added to the 2022 application (in the BVP system) stating the jurisdictions and law enforcement agency are aware of and will comply with this requirement.

Financial Impact:

The Kingsville Police Department currently outfits our officers with Level IIIA body armor, with a 5X8 Soft Trauma Plate, and interior carrier and or an exterior uniform carrier at a cost of \$1193.80 per unit. Excluding additional items such as additional carriers for additional magazines etc.

We applied to replace 10 units in FY22 due to turnover in staffing as well as replacing older vests. The cost to replace the vests is \$11,993.60. The maximum allowable funding from BVP is 50% of the cost or \$5,996.80 which has been awarded to the department as of August 31st, 2022.

We also request the rollover of the amount of \$1,598.86 previously awarded for FY2021 and is available for our use until 8/32/2023. The 50% covered by the grant left is \$799.43.

The total amount for a budget amendment will be : \$13,592.46 with a 50% cash match in the amount of \$6,796.23.

Recommendation:

We request a budget amendment to expend this grant by the Chief of Police.



City of Kingsville
Police Department

STATUS

This "Status" page shows any pending actions that must be completed prior to program deadlines. It also provides you with payment(s) status for tracking your requests for approved funds.

- Red !'s indicate your attention is needed in order to complete a task for action.

CURRENT ACTIVITY STATUS

Application

✓ Approved by BVP

[View Details](#)

CURRENT PAYMENT REQUESTS

ATTN	Created Date	Total Amount Requested ↕	Current Status ↕	Status Date	Funding Type	Action
	08/18/2022	\$4,209.01	Sent for BVP Approval	08/18/2022	Regular Fund	View Details
	07/28/2022	\$1,175.42	Sent for BVP Approval	07/28/2022	Regular Fund	View Details

AVAILABLE AWARDS

ATTN	Fiscal Year ↕	Award Amount ↕	Total Paid ↕	Total Requests ↕	Eligible Balance ↕	Expiration Date
	2020	\$4,585.00	\$0.00	\$4,585.00	\$0.00	10/14/2022
!	2021	\$5,000.00	\$0.00	\$799.43	\$4,200.57	08/31/2023
	2022	\$5,996.80	\$0.00	\$0.00	\$5,996.80	08/31/2024



ORDINANCE NO. 2022-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO ACCEPT AND EXPEND GRANT FUNDS FROM THE 2022 PATRICK LEAHY BULLETPROOF VEST PARTNERSHIP GRANT.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2022-2023 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#01

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
FUND 001 General Fund					
<u>Expenditures - 5</u>					
6900	Transfers	Transfer to Fund 108	80108	\$6,796.23	
Fund 108 – Patrick Leahy BPV Grant					
<u>Revenues – 4</u>					
0000	Non Dept	Federal Grants	72005	\$6,796.23	
0000	Non Dept	Transfer From Fund 001	75001	\$6,796.23	
<u>Expenditures - 5</u>					
2100	Police	Uniforms	21200	\$13,592.46	

[To amend the City of Kingsville FY 22-23 budget to accept and expend grant funds from the 2022 Patrick Leahy Grant. Funding will be split 50% from the grant and 50% from the unappropriated fund balance of General Fund.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 24th day of October 2022.

PASSED AND APPROVED on this the _____ day of _____, 2022.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #9

**City of Kingsville
Police Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Ricardo Torres, Chief of Police

DATE: October 12, 2022

SUBJECT: (**Update**) 2023 Local Border Security Program (LBSP)

Summary:

The Kingsville Police Department has been invited to participate in the 2023 Local Border Security Program (LBSP). The grant period is from 09/01/2022 to 08/31/2023. ***Grant funds in the amount of \$78,000.00 have been awarded.***

Background:

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 (USCBP) Air and Marine, Texas Department of Public Safety (DPS) Aircraft Division, and United States Coast Guard (USCG) aviation support.



**City of Kingsville
Police Department**

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 but does not require any cash match. We are requesting funds to cover personnel costs, fuel and equipment.

Recommendation:

We request a budget amendment so that we can begin to spend the \$78,000.00 grant award.

Please place this on the next available agenda. Thank you for your assistance regarding this matter.



Statement of Grant Award (SOGA)

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

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

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

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

Grant Number:	2994108	Award Amount:	\$78,000.00
Date Awarded:	10/6/2022	Grantee Cash Match:	\$0.00
Grant Period:	09/01/2022 - 08/31/2023	Grantee In Kind Match:	\$0.00
Liquidation Date:	11/29/2023	Grantee GPI:	\$0.00
Program Fund:	BL-Local Border Security Program (LBSP)	Total Project Cost:	\$78,000.00
Grantee Name:	Kingsville, City of		
Project Title:	Local Border Security Program		
Grant Manager:	Lynne Crow		
Unique Entity Identifier (UEI):	MYHPJ4MJZCL4		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2023-BL-ST-0016
Total Federal Award/State Funds Appropriated:	\$5,100,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)
Is the Award R&D:	No
Federal/State Award Description:	Grants for local law enforcement agencies to support Operation Border Star. The grant funds may also support the humane processing of remains of undocumented migrants, when specifically awarded for that purpose.

ORDINANCE NO. 2022-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO ACCEPT AND EXPEND GRANT FUNDS FROM THE 2023 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.

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2022-2023 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#02

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 017 – Local Borderstar Security Program (LBSP)					
<u>Revenues – 4</u>					
2100	Police	State Grants	72010	\$78,000	
<u>Expenditures - 5</u>					
2100	Police	Overtime-Border Star	11201	\$78,000	

[To amend the City of Kingsville FY 22-23 budget to accept and expend grant funds from the 2023 Local Border Security Program Grant. Funding will come from the grant award.]

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 24th day of October 2022.

PASSED AND APPROVED on this the _____ day of _____, 2022.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #10

**City of Kingsville
Police Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Ricardo Torres, Chief of Police

DATE: October 13, 2022

SUBJECT: Budget Amendment for Training & Travel

Summary:

The Kingsville Police Department is in receipt of checks from Del Mar Police Academy for \$11,124.00 and a check for \$8,843.00 for attendees of the Del Mar Regional Police Academy

Background:

The citizens of the City of Kingsville adopted Local Government Code, Title 5. Matters Affecting Public Officers and Employees, Subtitle A. Municipal Officers and Employees, Chapter 143. Municipal Civil Service for Firefighters and Police Officers, Subchapter A. General Provisions. The hiring process allows for candidates to be hired without being certified police officers. These officers must be sent to attend the now over 800 hour Del Mar Regional Police Academy at a cost of \$3,281.00 for tuition only. The city also provides books, academy uniforms, as well as transportation to and from the academy. Kingsville PD currently has ten (10) openings that we are trying to fill.

Financial Impact:

We are currently budgeted \$9,000.00 for the cost of sending cadets thru the Del Mar Regional Police Academy. Our department needs the re-imbursed funds in the amount of \$19,967.00 to help cover the cost of potential police officers attending the police academy.

Recommendation:

We request a budget amendment to use the funds reimbursed to the city, in the amount of \$19,967.00, for costs related to the training of cadets sent to the Del Mar Regional Police Academy.



ORDINANCE NO. 2022-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO APPROPRIATE ADDITIONAL POLICE ACADEMY TRAINING COSTS.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2022-2023 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#04

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 – General Fund					
<u>Expenditures - 5</u>					
2102	Patrol	Training & Travel-Academy	31613	\$19,967	

[To amend the City of Kingsville FY 22-23 budget to appropriate additional police academy training costs. Del Mar College received grant funding from the COG and provided reimbursements to the City for FY 21-22 academy attendees that we were not expecting. Funding for this request is covered by the reimbursements which increased the unappropriated fund balance for General Fund.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 24th day of October 2022.

PASSED AND APPROVED on this the ____ day of _____, 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
Police Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Ricardo Torres, Chief of Police

DATE: February 9, 2022
Updated October 17, 2022

SUBJECT: FY2022 Operation Lone Star Grant Program (OLS)

Summary:

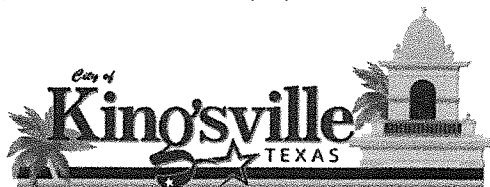
The Kingsville Police Department requested a resolution to apply for and if awarded to accept and expend FY2022 Operation Lone Star Grant Program (OLS) funds. Funds in the amount of \$248,696.03 have been awarded to the Kingsville Police Department.

Background:

The purpose of the program is to enhance interagency border security operations supporting Operation Lone Star including the facilitation of directed actions to deter and interdict criminal activity and detain non-citizen inmates. Program participants shall assist in the execution of coordinated border security operations in an effort to:

Law Enforcement

1. Increase the effectiveness and impact of Operation Lone Star.
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. decreased use of specific areas for crime as targeted in directed action missions.
8. 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.
9. Increase the number and quality of analytical intelligence products developed at the Unified Command and state levels.
10. Increase coordination between local and state law enforcement agencies in planning, execution, and analysis of border security operations



**City of Kingsville
Police Department**

Financial Impact:

Funding in the amount of \$248,696.03 has been awarded to provide equipment and supplies in support of Operation Lone Star activities. We are in receipt of \$235,500.65 in funds that were reimbursed for equipment and have \$13,195.38 left to spend on this budget.

We had originally planned to purchase a radio repeater for use in our Lenco Bearcat. After having a discussion with our radio systems vendor we came to a consensus that the equipment was not as robust as what we had thought and would not be a good fit for our needs. We are currently slowly replacing all of our radio equipment with PHASE II compatible radios that have multi-band capabilities. Therefore I am requesting a budget amendment to purchase (3) three XL200 Harris Multi band radios.

The grant for "Operation Lone Star" is a reimbursement type and does not require any cash match.

Recommendation:

The City of Kingsville Commission approve the budget amendment so that we can expend the grant funds awarded under this grant with our budget recommendation.










Please place this on the next available agenda. Thank you for your assistance regarding this matter.

*****NOT FOR PUBLIC RELEASE*****



**City of Kingsville
Police Department**

BUDGET BREAKDOWN FOR EQUIPMENT THAT WAS AWARDED

 Equipment	\$248,696.03	\$0.00	\$0.00	\$0.00	\$248,696.03	
 OOG-Defined Line Item	OOG Funds	Cash Match	In Kind Match	GPI	Total Project	
Surveillance Equipment and Accessories	\$87,900.00	\$0.00	\$0.00	\$0.00	\$87,900.00	
 Grantee-Defined Line Item	OOG Funds	Cash Match	In Kind Match	GPI	Total Project	Qty / % of Salary
Nighthawk - HBI XP Handheld Backscatter Device 140 KeV Source Wide Area Detectors with Lead Identification 3 day domestic shipping and handling	\$87,900.00	\$0.00	\$0.00	\$0.00	\$87,900.00	2
 Receiver / Transmitter Unit	\$13,026.70	\$0.00	\$0.00	\$0.00	\$13,026.70	
 Grantee-Defined Line Item	OOG Funds	Cash Match	In Kind Match	GPI	Total Project	Qty / % of Salary
Mobile, XG-75M/M7300, 764-870 MHZ, HALF DPLX VRS730 P25 VEHICULAR REPEATER, 700/800 MHZ FEATURE PACKAGE P25 TRUNKING FEATURE PACKAGE, P 25 PHASE 2, TDMA FEATURE, 256-AES, 64-DES ECP ENCRYPTION FEATURE, SINGLE-KEY-DES-ENCRYPTION FEATURE, SINGLE-KEY AES ENCRYPTION CONTROL UNIT, CH-721, SYSTEM, REMOTE MOUNT ACCESSORIES, XG-75M/M7300 REMOTE MOUNT KIT, INSTALLATION, VRS, 502 AND BELOW VRM MICROPHONE, STANDARD, CH-721 CONTROL UNIT ANTENNA, BASE, THICK ROOF MOUNT LOW LOSS ANTENNA, ELEMENT, 700/800 2dB LOW PROFILE FILTER, 800 MHZ (VRM) FILTER, VRM, 700 MHZ SHIPPING VEHICLE REAPTER INSTALLATION	\$13,026.70	\$0.00	\$0.00	\$0.00	\$13,026.70	1
 Night Vision Unit and Accessories	\$114,444.00	\$0.00	\$0.00	\$0.00	\$114,444.00	
 Grantee-Defined Line Item	OOG Funds	Cash Match	In Kind Match	GPI	Total Project	Qty / % of Salary
TNVC TNV/DTNV Standard Gen3 Dual Tube Night Vision Device - L3Harris Unfilmed White Phosphor, Black Wilcox L4 G24 Mount w/Low Profile Breakaway Base -Black P/N:26300G24-B TNC Mohawk Mk1 (Gen2) Counterweight System (Battery Tray) -Ranger Green TNVC Helmet Weights for Mohawk 1 (Gen2) TNVC Mohawk Mk1 (Gen2) Counterweight System-Ranger Green (Battery Tray + 4 Weights)	\$114,444.00	\$0.00	\$0.00	\$0.00	\$114,444.00	12
 Specialty Camera and Accessories (e.g., video observation, pole cams, towers, etc.)	\$33,325.33	\$0.00	\$0.00	\$0.00	\$33,325.33	
 Grantee-Defined Line Item	OOG Funds	Cash Match	In Kind Match	GPI	Total Project	Qty / % of Salary
QTY 4 Part No. FVVS680 FVVS680 FreedomView Videoscope Kit Specifications: 6.0mm diameter x2 Meter (80"0 Shaft length 360" Joystick Control with 110" Articulating Tip 3.7" LCD Touchscreen Display Tungsten Braid Sheathing Integrated LED Lightsource Captures Still Images & Streams Video UL Approved for Class 1, Division II Hazardous Location Inspections Included in this kit are the following items: Videoscope in Carrying Case 2 Lithium Ion Batteries, AC Power Supply, Battery Charger 12V DC Power Cord USB to PC Streaming Software USB Cable 2.0 - 6' 8MG SD Card Window Wedge as Tank Opener' Guide Tube Sun Visor Instruction Manual	\$33,325.33	\$0.00	\$0.00	\$0.00	\$33,325.33	4

*****NOT FOR PUBLIC RELEASE*****



**City of Kingsville
Police Department**

**BUDGET BREAKDOWN FOR EQUIPMENT THAT WAS AWARDED ALONG WITH REQUESTED
ADJUSTMENT**

OOG-Defined Line Item	OOG Funds	Cash Match	In Kind Match	GPI	Total Project	
<input type="checkbox"/> Radio and Accessories	\$13,026.70	\$0.00	\$0.00	\$0.00	\$13,026.70	
Grantee-Defined Line Item	OOG Funds	Cash Match	In Kind Match	GPI	Total Project	Qty / % of Salary
XL-200P PORTABLE 764-870 MHZ, 700/800 MHZ FEATURE PACKAGE P25 TRUNKING FEATURE PACKAGE, P 25 PHASE 2, TDMA FEATURE, ACCESSORIES, ANTENNA, FLEX HELICAL, 136-870 MHZ, LI-ION 3100 MAH BATTERY 1-BAY CHARGER. \$4,395.60 PER UNIT	\$13,026.70	\$0.00	\$0.00	\$0.00	\$13,026.70	3
<input type="checkbox"/> Surveillance Equipment and Accessories	\$87,900.00	\$0.00	\$0.00	\$0.00	\$87,900.00	
Grantee-Defined Line Item	OOG Funds	Cash Match	In Kind Match	GPI	Total Project	Qty / % of Salary
Nighthawk - HBI XP Handheld Backscatter Device 140 KeV Source Wide Area Detectors with Lead Identification 3 day domestic shipping and handling	\$87,900.00	\$0.00	\$0.00	\$0.00	\$87,900.00	2
<input type="checkbox"/> Night Vision Unit and Accessories	\$114,444.00	\$0.00	\$0.00	\$0.00	\$114,444.00	
Grantee-Defined Line Item	OOG Funds	Cash Match	In Kind Match	GPI	Total Project	Qty / % of Salary
TNVC TNV/DTNV Standard Gen3 Dual Tube Night Vision Device - L3Harris Unfilmed White Phosphor, Black Wilcox L4 G24 Mount w/Low Profile Breakaway Base -Black P/N:28300G24-B TNC Mohawk Mk1 (Gen2) Counterweight System (Battery Tray) -Ranger Green TNVC Helmet Weights for Mohawk 1 (Gen2) TNVC Mohawk Mk1 (Gen2) Counterweight System-Ranger Green (Battery Tray + 4 Weights)	\$114,444.00	\$0.00	\$0.00	\$0.00	\$114,444.00	12
<input type="checkbox"/> Specialty Camera and Accessories (e.g., video observation, pole cams, towers, etc.)	\$33,325.33	\$0.00	\$0.00	\$0.00	\$33,325.33	
Grantee-Defined Line Item	OOG Funds	Cash Match	In Kind Match	GPI	Total Project	Qty / % of Salary
QTY 4 Part No. FVVS680 FVVS680 FreedomView Videoscope Kit Specifications: 6.0mm diameter x2 Meter (80"0 Shaft length 360" Joystick Control with 110" Articulating Tip 3.7" LCD Touchscreen Display Tungsten Braid Sheathing Integrated LED Lightsource Captures Still Images & Streams Video UL Approved for Class 1, Division II Hazardous Location Inspections Included in this kit are the following items: Videoscope in Carrying Case 2 Lithium Ion Batteries, AC Power Supply, Battery Charger 12V DC Power Cord USB to PC Streaming Software USB Cable 2.0 - 6' 8MG SD Card Window Wedge as Tank Opener' Guide Tube Sun Visor Instruction Manual	\$33,325.33	\$0.00	\$0.00	\$0.00	\$33,325.33	4



DAILEY-WELLS COMMUNICATIONS

3440 E. Houston St., San Antonio, TX 78219



DAILEY-WELLS

To: Ricardo Torres Police Chief
For: City of Kingsville
Phone: (361)592-4311
Date: September 14, 2022
email: chief@kingsvillepd.com

From: Edward Martinez
Major Accounts Representative
Dailey-Wells Communications
361-548-5660 Cell
210.893.6702 Fax
emartinez@dwcomm.com

XL-200P PORTABLE, 764-870MHZ, VHF, P25 Phase II

Item	Part #	Description	Qty.	Unit List	Disc. %	Unit Sale	Ext Sale
1	XL-PFM1M	PORTABLE, XL-200P, FULL, MIDNT BLK	3	\$3,160.00	26%	\$ 2,338.40	\$ 7,015.20
2	XL-PL4L	FEATURE, SINGLE BAND, 7/800	3	\$0.01	100%	\$ -	\$ -
3	YRXL-PL4J	TAC FEATURE, VHF BAND, 136-174MHZ	3	\$500.00	26%	\$ 370.00	\$ 1,110.00
4	XL-PKGPT	FEATURE PACKAGE, P25 TRUNKING	3	\$1,600.00	26%	\$ 1,184.00	\$ 3,552.00
5	XL-PL4F	FEATURE, P25 PHASE 2, TDMA	3	\$250.00	26%	\$ 185.00	\$ 555.00
6	XL-NC5Z	ANTENNA, FLEX, HELICAL, 136-870 MHZ	3	\$110.00	26%	\$ 81.40	\$ 244.20
7	XL-PA3V	BATTERY, LI-ION, 3100 MAH	3	\$150.00	26%	\$ 111.00	\$ 333.00
8	XL-CH6A	CHARGER, 1-BAY	3	\$170.00	26%	\$ 125.80	\$ 377.40
TOTAL FOR RADIO PACKAGE:				\$5,940.01		\$ 4,395.60	\$ 13,186.80

Note: Radio Programming is not included in this quote

P.O

Bill to: City of Kingsville
PO Box 1458
Kingsville, TX 78364

Ship to: Kingsville Police Department
1700 E King
Kingsville, TX 78363
Attn: Chief Rick Torres

Terms: Net 30 Days
Shipping: Pre-Pay and add to the invoice.
Price valid until October 30, 2022

ORDINANCE NO. 2022-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO APPROPRIATE REMAINING GRANT FUNDS FROM THE 2022 OPERATION LONE STAR GRANT PROGRAM.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2022-2023 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#07

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 059 – HS Operation Lone Star Grant					
<u>Revenues – 4</u>					
2100	Police	State Grants	72010	\$13,195.38	
<u>Expenditures - 5</u>					
2100	Police	Machinery & Equipment	71200	\$13,195.38	

[To amend the City of Kingsville FY 22-23 budget to appropriate the remaining grant funds from the 2022 Operation Lone Star Grant Program. Funding will come from the grant award.]

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 24th day of October 2022.

PASSED AND APPROVED on this the _____ day of _____, 2022.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #12

ORDINANCE NO. 2022-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO ROLL OVER THE GOLF COURSE REMAINING GREENS PROJECT.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2022-2023 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#03

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 – General Fund					
<u>Revenues – 4</u>					
4502	Golf Course	Contribution-County	58002	\$129,760	
<u>Expenditures - 5</u>					
4502	Golf Course	Golf Course Greens Project	71215	\$259,500	

[To amend the City of Kingsville FY 22-23 budget to roll over the Golf Course remaining greens project. 50% of the Funding will be from the County and 50% of the funding will come from the unappropriated fund balance of General Fund.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 24th day of October 2022.

PASSED AND APPROVED on this the ____ day of _____, 2022.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #13

**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Deborah Balli, Finance Director

DATE: November 19, 2022

SUBJECT: Request to roll end of year purchase orders for items ordered in FY 21-22 that are expected to be received in FY 22-23.

Summary:

At the end of each fiscal year, there are outstanding purchase orders that have been created and sent to vendors and due to various reasons, they remain outstanding.

Background:

All purchase orders that remain outstanding at the end of the fiscal year, are reviewed to determine if the products are on order but have not been received or the project has been started, but not yet completed. If there are purchase orders in that state, the purchase order must be rolled, and the associated budget must be rolled to cover the expenditure. During the budget process, it is not always known if items or projects are going to be received or completed by September 30, 2022. If allowances have not been made for this expenditure in the following fiscal year budget, a budget amendment must be submitted to cover the expenditure.

Financial Impact:

Rolled purchase orders will decrease the unappropriated fund balance of the corresponding fund by the following amounts:

- General Fund 001 – \$9,264.49
- PD Seizure Fund 005 - \$918.00
- Utility Fund Capital Projects Fund 054 - \$101,765.00
- CO Series 2011 Fund 066 - \$31,232.25
- Landfill Closure Fund 090 - \$37,000.00
- Texas Parks & Wildlife Grant Fund 094 - \$525.00
- Tax Note Series 2021 Fund 115 - \$491,016.20
- GF ARP Fund 121 - \$337,439.25
- Ed Rachal Grant Fund 124 - \$1,999.00



**City of Kingsville
Finance Department**

- UF ARP Fund 125 - \$34,082.48
- GF Tax Note Series 2022 Fund 126 - \$29,685.75
- UF Tax Note Series 2022 - \$92,780.90
- Total - \$1,167,708.32

Failure to roll the budgets for the rolled purchase orders will require current FY 22-23 budget appropriations to cover these costs and may result in shortages in current needs. The prior fiscal year's appropriations included these amounts and dropped to fund balance at the end of FY 21-22.

Recommendation:

Staff recommends the approval of the budget amendment for the rolled purchase orders.



ORDINANCE NO. 2022-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-23 BUDGET TO APPROPRIATE FUNDING FOR THE CARRY-OVER PURCHASE ORDERS THAT WERE ORDERED OR STARTED LAST FISCAL YEAR AND WILL BE RECEIVED OR COMPLETED THIS FISCAL YEAR.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2022-2023 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#06

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
FUND 001 General Fund					
<u>Expenditures - 5</u>					
1805	Facilities	Building Maintenance	51100	\$779.49	
1805	Facilities	Building Maintenance	51100	\$1,185.00	
1805	Facilities	Bldg Maint-City Hall	51103	\$1,160.00	
4503	Park Maint	Grounds & Perm Fixt	59100	\$6,140.00	
Fund 005 – PD Seizure Fund					
2100	Police	Educational Supplies	22501	\$918.00	
Fund 054 – Utility Fund Capital Projects					
6002	Water Product	Utility Plant	54300	\$101,765.00	
Fund 066 – CO Series 2011					
6002	Water Product	Vehicle	71100	\$31,232.25	
Fund 090 – Landfill Closure					
1703	Landfill	Professional Services	31400	\$37,000.00	
Fund 094 – Texas Parks & Wildlife Grant					
4503	Park Maint	Grounds & Perm Fixt	59100	\$525.00	
Fund 115 – Tax Notes Series 2021					
1702	Sanitation	Machinery & Equipment	71200	\$257,107.20	
2102	Police	Equipment Maintenance	71100	\$163,587.00	
2200	Fire	Equipment Maintenance	71100	\$70,322.00	
Fund 121 – GF ARP Funding					

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
121	Police	Computers & Assoc Eq	22600	\$33,780.72	
121	Police	Building	71300	\$75,000.00	
121	Golf Course	Equipment	71200	\$228,658.53	
Fund 124 – Ed Rachael Foundation Grant					
2102	Police	Minor Equipment	21700	\$1,999.00	
Fund 125 – UF ARP Funding					
7001	Wastewater	Professional Services	31400	\$34,082.48	
Fund 126 – GF Tax Note Series 2022					
1602	Code Comp	Vehicle	71100	\$29,685.75	
Fund 127 – UF Tax Note Series 2022					
6101	Grounds Maint	Machinery & Equipment	71200	\$92,780.90	
		Total Rollover PO's		\$1,167,708.32	

[To amend the City of Kingsville FY 22-23 Budget to appropriate funding for carry-over purchase orders which include the following:

• 09-221204 – Pediatric AED Pads	\$ 779.79
• 05-221798 – Generator Service Agreements	\$ 2,345.00
• 19-210607 – Wood Fiber for Park Playground	\$ 6,140.00
• 04-221983 – Educational Drug Supplies	\$ 918.00
• 02-222314 – Water Well #23 Rehab	\$ 101,765.00
• 13-220339 – New Truck for Water Production	\$ 31,232.25
• 01-222380 – Geotextile Installation at Landfill	\$ 37,000.00
• 17-211037 – TDLR Registration & Inspection-Grant	\$ 525.00
• 16-212332 – 2023 Freightliner Side Loader	\$ 257,107.20
• 18-210769 – Police Vehicles	\$ 163,587.00
• 15-220104 – Fire Dept Command Vehicle	\$ 70,322.00
• 12-221071 – PD Dispatch Station	\$ 33,780.72
• 08-221435 – PD Roof Project	\$ 75,000.00
• 11-221096 – Golf Course Equipment	\$ 228,658.53
• 03-222208 – PepperBall VK5 New Cust Package	\$ 1,999.00
• 06-221655 – Soil Samples for WWTP Evaluations	\$ 34,082.48
• 14-220336 – Truck for Code Compliance	\$ 29,685.75
• 07-221559 – Slope Mower Repairs	\$ 92,780.90
Total Rollover PO's	\$1,167,708.32

Funds will come the unappropriated fund balance in the associated funds.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 24th day of November 2022.

PASSED AND APPROVED on this the 14th day of November, 2022.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney