

City of Kingsville, Texas

AGENDA CITY COMMISSION

MONDAY, APRIL 10, 2023

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.

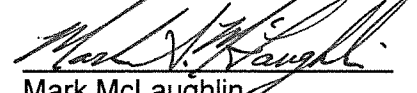
OPEN MEETING

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

MINUTES OF PREVIOUS MEETING(S)

Regular Meeting March 27, 2023

APPROVED BY:


Mark McLaughlin
City Manager

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

1. None.

III. Reports from Commission & Staff.²

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

IV. Public Comment on Agenda Items.³

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

V.

Consent Agenda

Notice to the Public

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being discussed separately unless requested by a Commission Member in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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

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

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

1. Motion to approve final passage of an ordinance amending the Fiscal Year 2022-2023 Budget to accept and expend grant funds from Law Enforcement Officer standards and Education (LEOSE) for training. (Police Chief).
2. Motion to approve final passage of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate funding for City Attorney salary adjustment. (Finance Director).
3. Motion to approve a resolution authorizing the City Manager to execute an agreement with Donald Hubert Construction Company, Inc. for PRF#23-04 Municipal Building Parking Lot Maintenance Project. (Approved 3/13/23). (City Engineer).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

4. Consider a resolution to authorize the Mayor to execute an Agreement between the City of Kingsville and the Greater Kingsville Economic Development Council for Workforce Development Program. (Economic Development Director).
5. Consider a resolution authorizing the Mayor to execute an Economic Development Grant Letter of Commitment between the City of Kingsville and Claudia Lopez. (for Color My World Kids Academy). (Economic Development Director).
6. Consider authorizing use of ARP Funds for Fire Department radio system improvements. (Purchasing Manager).
7. Consider authorizing use of ARP Funds for security camera system upgrades. (Purchasing Manager).
8. Consider awarding security camera system upgrades to American Integrated Solutions via GoodBuy purchasing cooperative as per staff recommendation. (Purchasing Manager).
9. Consider authorizing use of ARP Funds for a Parks Department payment kiosk at Brookshire Pool. (Purchasing Manager).
10. Consider accepting a donation from the Coastal Bend Regional Advisory Council for Fire Department emergency medical supplies. (Fire Chief).

11. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 budget to accept and expend grant funds from the Coastal Bend Regional Advisory Council for Fire Department medical supplies. (Fire Chief).

12. Consider a resolution applying for and accepting funds for Operation Stonegarden Grant #3194308 with the Homeland Security Grants Division of the Governor's Office for border security to interdict criminal activity with no anticipated cash match; authorizing the Kingsville Chief of Police to act on the City's behalf with such program. (Police Chief).

13. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 budget to accept and expend grant funds from Operation Stonegarden for various Police Department expenditures. (Police Chief).

14. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 budget to appropriate funding to cover additional Street Department vehicle maintenance. (Public Works Director).

VII. Adjournment.

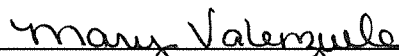
1. No person's comments shall exceed 5 minutes. Cannot be extended by Commission.
2. No person's comments shall exceed 5 minutes without permission of majority of Commission.
3. Comments are limited to 3 minutes per person. May be extended or permitted at other times in the meeting only with 5 affirmative 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 do hereby certify that the Notice of Meeting was posted on the bulletin board located at City Hall, 400 West King Ave, of the City of Kingsville, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time:

April 5, 2023 at 3:00 P.M. and remained so posted continuously for at least 72 hours proceeding the schedule time of said meeting.


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

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

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

MINUTES OF PREVIOUS MEETING(S)

MARCH 27, 2023

A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, MARCH 27, 2023, IN THE HELEN KLEBERG GROVES COMMUNITY ROOM, 400 WEST KING AVENUE, KINGSVILLE, TEXAS AT 4:00 P.M.

CITY COMMISSION PRESENT:

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

CITY STAFF PRESENT:

Mark McLaughlin, City Manager
Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
Derek Williams, IT
Emilio Garcia, Health Director
Deborah Balli, Finance Director
Charlie Sosa, Purchasing Manager
Bill Donnell, Public Works Director
Susan Ivy, Parks Director
Mike Mora, Capital Improvements Manager
Diana Gonzales, Human Resources Director
Janine Reyes, Tourism Director
Belinda Tarver, Building Official
Rudy Mora, Engineer
Juan J. Adame, Fire Chief
David Bodiford, Accounting Manager
Bradley Lile, Commander
George Flores, Commander

I. Preliminary Proceedings.

OPEN MEETING

Mayor Fugate opened the meeting at 4:00 P.M. with all five Commission members present.

CONVENE INTO BUDGET WORKSHOP:

Discuss proposed goals for fiscal year 2023-2024 budget for departments of the City of Kingsville. (City Manager).

Mr. Mark McLaughlin stated that the intent of this meeting is to find out from the City Commission what the goals are and what they would like to see for the upcoming fiscal year. This would include anything from personnel issues, cost of living adjustments (COLA), pay scale, and garbage pickup services to capital purchases.

Commissioner Hinojosa asked if the discussion would involve dollar amounts, as he did not get that impression of this meeting. He thought it was for non-monetary goals.

Mr. McLaughlin stated that the idea for this meeting is that staff build the budget. This is something that Commission Hinojosa asked for during the preparation of the previous budget, asking that budget proceedings start earlier than normal so that the commission can have input on what is placed on the budget from the beginning. Mr. McLaughlin commented that dollar amounts are not needed, just what are the ideas from the commission.

Commissioner Torres commented that something she has been advocating for is for Dick Kleberg Park parking lots and fields to be updated.

Commissioner Alvarez commented that she would like to hear what heavy equipment departments need and which departments are a priority for this heavy equipment.

Mr. McLaughlin stated that the Capital Improvements Manager, Mr. Mike Mora has drafted a list of heavy equipment that is needed. This included equipment, upgrades to the wastewater treatment plant, and other things that the city would need to get certificates of obligation for. The dollar amounts are upwards of \$80 million. The city knows from bond counsel that the city is good for around \$6 million to \$6.5 million with the total wish list being in the \$80 million range. He stated that staff has begun to prioritize what needs to be fixed first and not to exceed \$6 million to \$6.5 million so that staff can bring to the commission an idea for the bond. Mr. McLaughlin stated that the correct amount is \$10 million to \$12 million for the general fund and utility fund.

Commissioner Alvarez asked if this included the water meters. Mr. McLaughlin stated the water meters are separate, which is about \$6.5 million, which will pay itself back.

Commissioner Lopez stated that she has mentioned the necessity of a 3rd Fire Station on the Southside.

Mr. McLaughlin commented that this has been projected for some time in 2026. There is a preliminary plan and have an idea of what the station will look like and how large it will be. He further stated that Chief Adame has stated that it will accommodate the headquarters and vehicles that are needed on the south side of town. Staff would move the headquarters to the larger location and make the other two locations a satellite location. Staff is still on track to keep producing two firefighters per year which now has added four to the total list. He also stated that there are three more fiscal years to go to get the ten that are needed.

Commissioner Lopez commented that this affects the city's insurance rates and it seems as if everything is growing towards the south side of town.

Mr. McLaughlin stated that the initial estimate for the fire station is around \$5 million for the station. This does not include equipment or furnishings.

Commissioner Hinojosa asked if it would be the right size for the property on General Cavazos.

Mr. McLaughlin responded yes, as the area proposed is 2.5 acres. He further stated that there would need to be some healthy engineering put into this as there is a creek that follows the curve that would need to be embedded underground as the building could not sit on top of the creek.

Commissioner Lopez asked for the location that is being proposed for the new fire station.

Mr. McLaughlin stated that it is at the corner of 6th Street and General Cavazos Boulevard, north of Turcotte Funeral Home.

Commissioner Torres asked that with it being at this location, would that accommodate more growth on the south side of town?

Mr. McLaughlin responded yes, based on the number of engines that are needed for a population that is projected for the future. It will not be built for what is needed 50 years from now, it's more for what is needed in a few years and mainly for response time. At this point, we are at a 4 to 4 ½ minute response time with 5 minutes being the limit, which we need to be under five minutes. Some calls may take longer due to the location they are called out to. Having a fire station on the

south side should shorten the average response time. With the new station, more machinery will be needed such as a medic unit and engine, which could cost about \$1.2 million.

Commissioner Alvarez commented that what she heard on the news a few nights ago was that we had a shortage of ambulances. Mayor Fugate commented that the County has a shortage, not the city. Commissioner Alvarez further spoke about an incident that she witnessed where a medic unit was called, and that medic unit came from Riviera.

Mr. McLaughlin stated that the dispatchers are aware of where all of the ambulances are located and dispatch the available one, which is coded as ready for a call. If the city's two units are already responding to another incident, they will find whatever is available which could be a third-party ambulance. He further stated that this is the issue with the county, where they use a contractor for ambulance services, which will be going away at the end of this month. Mr. McLaughlin stated that the city has a third medic unit, which is a reserved unit but is not manned. If one of the others ones breaks down then the reserve unit can be used.

Mayor Fugate commented that he likes the idea of keeping up with COLAs for the employees and continuing to work on increasing the minimum wage to \$15.00 per hour, for the lowest pay employees.

Mr. McLaughlin responded that as of today the lowest-paid employee is \$13.00 per hour. We would need to get through the next two fiscal years to get to the \$15.00 an hour. That employee making \$13.00 an hour would need to get a 7 1/2 % increase for the next two fiscal years to get them to \$15.02.

Mayor Fugate commented that this is a goal for the city.

Commissioner Hinojosa commented that for the previous budget year, he asked for the non-exempt employees to receive a higher COLA than the exempt employees, and he still feels the same way now. He further commented that the non-exempt employees make less money than the exempt employees. He further commented that this is something he would like to see done, but he is not against COLA, but he would like to see a higher percentage given to the non-exempt employee and a lower percentage to the exempt employee.

Mayor Fugate commented that the issue with that suggestion is the retention of employees, which has been a problem with some of the exempt positions.

Mr. McLaughlin commented that this could be looked into as there are mid-level supervisors such as those in wastewater, streets, and water departments, these employees are sought after by other cities as they are marketable positions, due to their skill sets. For retention, the mid-level supervisor, who oversees these employees within their departments, holds an important position; these positions are across the board.

Commissioner Lopez asked if Ms. Alvarez could look it up in wage and hour, that if a COLA is given it would need to be given across the board, the same percentage.

Ms. Alvarez responded a salary increase could be made, but it's COLA, a COLA is given across the board. As the cost of living affects everyone equally.

Commissioner Hinojosa asked if the COLA must be the same percentage.

Ms. Alvarez responded, COLA yes, but a salary adjustment no.

Commissioner Hinojosa asked if Ms. Alvarez could provide the commission with a copy of the statute for that, which states that a COLA percentage has to be the same across the board.

Ms. Alvarez responded that a salary adjustment can be done which could be different amounts. If it is a COLA based on inflation, which is always done uniformly, a different type of wage adjustment can be done and call it another name.

Commissioner Hinojosa responded that this would defeat the purpose because if an adjustment is made, it increases the salary and when you give COLA, they will receive a higher increase, which is how he sees it.

Mr. McLaughlin commented that with regard to COLA, he has not plugged in a number, although he has some ideas and is aware of what it would cost. He further stated that the Commission has given employees the COLA increase for the last two fiscal years. In fiscal year 21-22 a 3% COLA was approved, but inflation exceeded it by another 2.3%. The purchasing power of our employees fell behind their pay raise by 2.3%. In fiscal year 22-23, the commission approved a 4% COLA, but they were still another 3.9% behind. Accumulatively, at the end of last fiscal year, the city's COLAs have not kept up with inflation accumulative effect by 6.2%. Calculating this year, inflation has increased by .9% within the first four months of this fiscal year. Currently, the city is 7.1% behind. He further stated that the federal government is looking at this, the same way the city is, and in President Biden's proposal, he has put a COLA for all military and civil service of 5.2%, for next year's budget.

Commissioner Alvarez asked if next year no one will be making under \$14.00 an hour. With employees making \$13.00 an hour now, they would need to get a 3% increase.

Mr. McLaughlin responded that the employee would need to receive a 7.5% increase to get that employee to \$14.00 an hour. The following year they would also need to receive another 7.5% to get that employee to \$15.00 an hour. This may cause some issues with those employees that are making between \$15.10 to \$15.20 and who have been here longer than a new employee who comes in at \$15.00 an hour.

Mayor Fugate commented that as for additional employees, he sees the need for additional firefighters and code enforcement.

Mr. McLaughlin commented that he has spoken with both Code Enforcement Officers, which are the only two Code Enforcement Officers in the city. He further stated that he will be looking at the budget and see if it could support an additional two code enforcement officers. He further stated that he will be getting with the Human Resources Director and see if the Code Enforcement Department can get another admin employee to assist the code enforcement officers to file all the paperwork for the potential legal cases that come up later on or liens that have to be placed.

Commissioner Alvarez commented that she would like to see an additional employee for the Health Department.

Mr. McLaughlin asked what that employee would be doing.

Commissioner Alvarez responded with the issue that the city currently has with dogs, and since the city will be adding more room. They may also assist with finding homes for these animals.

Mr. McLaughlin commented that he will get with the Health Director and find out where the department's greatest needs are.

Commissioner Hinojosa asked where the Risk Manager's position stands. He would like to see the city continue with the position of Risk Manager. This will help the city with its insurance. He further stated that he recalls it being said that the duties would be split up amongst the existing employees within the Human Resources Department, but he would like the Risk Manager position opened and filled. He would like it done for this year's budget and next year's budget.

Mr. McLaughlin commented that he will get with the Human Resources Director and figure out what exactly was done with that position. He is aware that all the TML, insurance, and adjustments to the city's evaluations that the former Risk Manager used to do with TML Risk Pool are being done by Mrs. Carol Rogers. This is one thing that the Risk Manager would not need to do. What is needed is an individual that goes out to the field to make sure safety protocols are being followed while out on the field.

Commissioner Torres commented that she would like to see a position for 1 full-time employee to handle digital media and PIO or one full-time employee for PIO that deals with digital media. Someone to send out comments/statements that need to be sent out.

Mayor Fugate commented that he will be relying on the City Manager to tell the Commission what departments are understaffed and what is needed for each department.

Commissioner Lopez commented that this is a great goal-setting session, but the City Manager would be the one to tell the Commission what is needed for each department.

Commissioner Hinojosa commented that there is a misconception when a citizen goes in for a permit. Citizens think that once they are issued a permit, that's the end of it. He stated that staff may want to look at changing to doing a permit application so that the citizen knows that it is only an application. He is aware that there will be some cost but to him, there is a misconception when someone comes in for a permit. The Planning Department may explain to them the steps that are required, but once the citizen gets home they may have forgotten what they were told. Hinojosa further stated that maybe staff needs to look into changing the name to permit application.

Commissioner Alvarez commented that if a citizen pays for the application, they don't get the permit immediately.

Commissioner Hinojosa asked if a permit is issued immediately.

Mr. McLaughlin commented that there is a process that needs to be followed before a permit is issued. He further explained that if someone wants a permit to build a home, they will need to go through several steps before an actual permit is issued to the contractor. The first step is a plan review which has a fee for that. They would need to apply for it and pay the fee, then staff will look at the plan. From that point, staff will redline all the plans, which are done by the building official. After that process, it goes back then they must pay for the permit to do the plumbing and mechanical, etc. Multiple steps need to be followed before receiving the permit. Mr. McLaughlin further stated that if an individual wants to build a house, they are given a checklist of items that are required before receiving a permit.

Commissioner Hinojosa commented that he would like staff to get started earlier on the budget process. He stated that the Commission has two weeks to go over the budget which is overwhelming to him to try and follow the transfers from one fund to another. He stated that he is aware that staff waits for the process until the certified tax rolls are received from the appraisal district, but once it is received, which is by July 25th, and by the time the Commission receives it, it may be about a week or two which only gives them a short time for them to review it. Hinojosa further stated that he is aware that it may be costly to prepare a budget for the commission, but it is his understanding that staff can give the commission a preliminary budget with the

understanding that they will not have the correct amount for taxes, which can always use last year's numbers. He also stated that he is aware that the auditor at times is unable to finish the city's audit by March 31st when then there is an extension made.

Mr. McLaughlin commented that an extension has been granted for this year, but for no more than 30 days.

Commissioner Hinojosa commented that he understands that they have other work, as they do audits for school districts which for the school districts their fiscal year ends in August. He further commented that staff could still give the commission a preliminary budget with the understanding that there will be some changes due to the audit and the certification of the tax roll. This would give the commission a head start.

Commissioner Alvarez asked for a projection of what it would cost the city to give a 3% or 5% COLA. This will show what the city would need to consider, about salaries, if the city should give a COLA for the upcoming fiscal year.

Mr. McLaughlin commented that every percent of a COLA if there is a Collective Bargaining Agreement (CBA) which is different with police and fire as you don't know what you will get. The Fire CBA is locked in for another year so the city already knows what will be paid for next year, but the Police will have to go through another collective bargaining agreement. Every percent is about, without the anniversaries, about \$165,000 to \$175,000 per single percentage point.

Commissioner Hinojosa commented that with regard to employees, we don't know what the school district is going to do. It was stated in the newspaper that some of the students could go to the park's recreation. What type of impact will that have on the city, especially if employees will need to be hired to assist? Will they be seasonal employees? He further commented that it is his opinion that he hopes the school district does not go on a four-day work week, as it will have a ripple effect on the community.

Mr. McLaughlin commented that it is the school district's decision on what they would like to do, 4- or 5-day school week, but the city has shared with the Superintendent, Dr. Perez that there are many things that the children could do through the city's parks department that is available. What city staff has looked at is if the city could open the aperture a little bit, as at this time most of the seasonal are from the last day of school to about the 10th of August, as that is when most of the kids are back in school. This is the reason that the swimming pool opening is very short with the weekend being open from time to time. If there is a four-day work week for the school district and with good weather from Memorial Day to Labor Day and depending on how the Parks Director aligns the seasonal staff, it could be spread out with probably little impact on the current budget. Mr. McLaughlin further commented that seasonal employees are less expensive to hire than non-exempt employees with benefits.

Commissioner Lopez commented that with having kids at the parks all afternoon, staff needs to think about providing a snack that will come from the city's budget. Other organizations that will have programs for these children will probably need to charge a fee to offset some of their costs.

Commissioner Hinojosa asked what type of liability will the city incur for this.

Commissioner Torres commented that she agrees with Commission Lopez and Hinojosa on the liability for these children, and further commented that when the parks are not fixed properly and with them running around going crazy the police will be called all the time.

Mayor Fugate commented that he spoke with the Boys and Girls Club representative, and they stated that don't anticipate having that many children taking advantage of some programs; most

kids will go home. He further stated that the Boys and Girls Club had an event when the schools had to shut down, and the Club only had 8 extra kids. There will be extra kids, but not many that will take advantage of programs offered by certain organizations.

Mr. McLaughlin commented that it would help our aquatics program. Instead of trying to jam all these kids into a 6-week aquatics program, it could be spread out.

Mayor Fugate commented that it has been said that the largest cost of death in children is drowning so it is very important to teach the children how to swim. This will allow the city to help the children to be safe.

Mr. McLaughlin commented as with any program, a fee would need to be charged as it cannot be given away for free. He further commented that he and staff had a meeting with Dr. Perez and talked about the entire program as to what the city does at the parks and what is available. Staff can then look at the school district calendar and align it with the parks department calendar and see how the parks department can facilitate more kids at better times of the day.

Mayor Fugate commented that it is his understanding that the school district will provide transportation for these children. He further commented that the reason the school district is proposing this is for the retention of their teachers. Other school districts in the north and south areas of the state have already done this and have stated that their retention of teachers has improved.

Ms. Alvarez commented that once the school district takes their vote on their proposed work week, then the city will see what type of impact it will have on the city's budget.

Mayor Fugate asked for staff to look into what programs the city can provide the school district goes to half days on Fridays.

Commissioner Lopez commented that no matter which calendar is picked by the school district, summers will no longer be the same amount of time off as in the past.

Mr. McLaughlin further commented that another item that hasn't been spoken about is user fees. The city staff has asked Mr. Grady Reed to do another water fee study for the next five years, as the current study expires this fiscal year. All the proposed rate increases for water were done upfront and have not been touched since. As for the wastewater fees, there were a couple of large increases that were made with a year not getting quite where it needed to be. He further commented that for this last year, none were done, leaving us about 3% behind on this fee. He also stated that what needs to be accounted for is the cost of the wastewater treatment plant and sewer lines. Mr. McLaughlin asked if the Commission desires to raise any of the fees or leave them as is.

Commissioner Alvarez commented that with the new water meters, rates will increase. Mr. McLaughlin responded that it would only be for water, but the wastewater is a calculation of that. He also stated that he is hearing from individuals that the reason the city is installing new meters is to increase the water rates, but that is not true. This will not increase the rates, what it will do is count the true gallons that we produce and bill the customer for that usage. At this time, the old water meters are the old impeller style that has a lag factor and does not count every gallon that is used. The city is seeing between 10% to 20% in loss calculation for water. What is produced and what is billed is between 10% to 20% loss which should be down around 6%. The new meters will no longer be an impeller, it's acoustic that measures the molecule of water to 1/10,000 of a gallon, which will give an accurate count. The new water meters also have leak detection which will narrow where the leak is located and can be found in the system.

Mayor Fugate commented that it will be up to the City Manager to give the Commission some guidance on this and what the city needs to do regarding the fees.

Mr. McLaughlin commented that he will work with staff and see if the new water meter replacement will fill the void that the city has now.

Mayor Fugate recessed the meeting at 4:50 P.M. and will resume the regular meeting of this agenda at 5:00 P.M.

REGULAR MEETING RESUMES AT 5:00 P.M.

Mayor Fugate opened the regular meeting at 5:02 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 March 13, 2023

Motion made by Commissioner Lopez to approve the minutes of March 13, 2023, as presented, seconded by Commissioner Hinojosa. 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."

Mr. Mark McLaughlin, City Manager reported that the Wine Walk event that occurred this past weekend had a great turnout with 250 passports sold. The Farmers Market was also an event that occurred this past weekend. It also had a great turnout. Mr. McLaughlin further reported that, tentatively, U.S. Congressman Vicente Gonzalez plans to host a Legislative Update on April 11, 2023. The event will take place at City Hall in the Community Room. Mr. McLaughlin also reported that Trash-Off will take place on Saturday, April 1, 2023.

Ms. Courtney Alvarez, City Attorney reported that the next scheduled City Commission meeting will be on Monday, April 10th, with agenda items due on March 31, 2023. She also reported that city offices will be closed on Friday, April 7th for Good Friday. Ms. Alvarez reported that Ballfield #6 has had its lights installed.

Commissioner Torres read the proclamation for Women's History Month.

Mayor Fugate read and presented a proclamation for the Month of the Military Child.

IV. Public Comment on Agenda Items.³

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

Ms. Ofelia Arevalo, 116 W. Ave D, commented that she has inquired about installing a speed hump on her street. She has been given a quote of \$3,345.00 for the speed hump and has been told that she would be responsible for the cost. She asks if the city could look for a grant that would pay for this. She further stated that her surrounding neighbors consist of retirees and retirees who are taking care of their grandchildren. She further stated that these neighbors are not able to afford to assist with the cost. She stated that she is willing to pay for this on her own but would need to make it in monthly installments as she is a disabled veteran, therefore her income is limited. She would like the city to consider a \$100.00 per month payment plan for the speed hump, then she would pay it on her own.

V.

Consent Agenda

Notice to the Public

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

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

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

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

1. Motion to approve final passage of an ordinance amending the zoning ordinance by changing the zoning map in reference to KT&I Co., Block 17, Lot Pt 6, (8.71 acres), also known as 1420 Senator Carlos Truan Blvd., Kingsville, Texas from R1 (Single Family Residential District) to R3 (Multi-Family Residential District); amending the Comprehensive Plan to account for any deviations from the existing Comprehensive Plan. (Director of Planning & Development Services).

2. Motion to approve final passage of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate funding for Municipal Building Parking Lot Maintenance. (City Engineer).

3. Motion to approve final passage of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate Tourism ARP Funding for projects approved in FY21-22 but not completed in FY21-22 and not rolled forward to FY22-23. (Finance Director).

4. Motion to approve final passage of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate funding for a new laptop for the warrant officer and scanners for the Municipal Court. (Finance Director).

5. Motion to approve final passage of an ordinance amending the Fiscal Year 2022-2023 Budget to reallocate UF ARP Funding to GF ARP Funding for the asbestos removal, air monitoring, and demolition of the old Kleberg County Hospital. (City property on E. Caesar Ave.) (Purchasing Manager).

6. Motion to approve a resolution approving the City of Kingsville Investment Policy and Investment Strategies; designating the City Manager, Director of Finance, and City Accounting Manager as the authorized city representatives with full authority for investment purposes, and providing for disclosure of financial interest. (Finance Director).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

7. Consider a resolution authorizing the City Manager to execute a contract with R.L. Abatement, Inc. for asbestos removal, air monitoring, and demolition of old hospital at 400 E. Caesar Avenue. (Purchasing Manager).

Mr. Charlie Sosa, Purchasing Manager stated that this item authorizes the city to enter into a contract with R.L. Abatement, Inc. for the asbestos removal, air monitoring, and demolition of the old Kleberg County Hospital for the City of Kingsville through TIPS Purchasing Cooperative Contract #210205. The company R.L. Abatement, Inc., is a member of the TIPS Purchasing Cooperative Contract #210205. As the vendor is a member of the Purchasing Cooperative, the procurement of their services meets Local Government Code Chapter 271, Subchapter F, which allows for the use of a cooperative purchasing program. After numerous meetings and negotiations with the abatement company, city staff negotiated the best value for the city with the vendor. Funding is available through a budget amendment for line item 121-5-1030-31400 which is the General Fund ARP Funding-City Special-Professional Services line item. The total cost of services is \$683,750.00. It is staff's recommendation to enter into a contract with R.L. Abatement, Inc.

Motion made by Commissioner Torres to approve the resolution authorizing the City Manager to execute a contract with R.L. Abatement, Inc. for asbestos removal, air monitoring, and demolition of old hospital at 400 E. Caesar Avenue, seconded by Commissioner Alvarez and Commissioner Lopez. The motion was passed and approved by the following vote: Lopez, Torres, Hinojosa, Alvarez, Fugate voting "FOR".

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

Ms. Alvarez stated that the city had approved a resolution for an Opioid Settlement about a year ago. This was for the pharmaceutical companies with this one being a

settlement with the actual pharmacies. The city could potentially receive \$18,925.05 if this resolution is approved.

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

9. Consider a resolution accepting award of Law Enforcement Officer Standards and Education funds from Texas Comptroller of Public Accounts; authorizing the Chief of Police to act on the City's behalf with such program. (Police Chief).

Motion made by Commissioner Hinojosa to approve the resolution accepting award of Law Enforcement Officer Standards and Education funds from Texas Comptroller of Public Accounts; authorizing the Chief of Police to act on the City's behalf with such program, seconded by Commissioner Lopez and Commissioner Torres. The motion was passed and approved by the following vote: Hinojosa, Alvarez, Lopez, Torres, Fugate voting "FOR".

10. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to accept and expend grant funds from Law Enforcement Officer standards and Education (LEOSE) for training. (Police Chief).

Introduction item.

11. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate funding for City Attorney salary adjustment. (Finance Director).

Introduction item.

VI. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 5:22 P.M.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, TRMC, CMC, City Secretary

CONSENT AGENDA

AGENDA ITEM #1

Budget Am.

**City of Kingsville
Police Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Ricardo Torres, Chief of Police

DATE: March 10, 2023

SUBJECT: Receipt of the Law Enforcement Officer Standards and Education (LEOSE) Funds from Texas Comptroller of Public Accounts and Budget Amendment for Expenditure in current Budget

Summary:

The police department is requesting approval for acceptance of funds from the Texas Comptroller of Public Accounts and a budget amendment to place the funds in Fund 009 for training.

Background:

A direct deposit was made into the City of Kingsville account from the Law Enforcement Officer Standards and Education (LEOSE) account. This payment is necessary to ensure the continuing education of persons licensed under Chapter 1701, Occupations Code, or to provide necessary training, as determined by the agency head, to full-time, fully paid law enforcement support personnel in our agency.

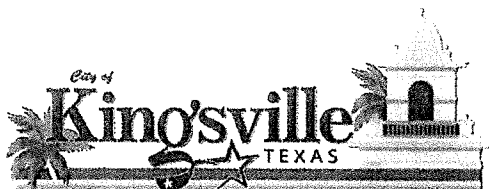
The Comptroller is directed by the Occupations Code, Section 1701.157 to make an annual allocation from the LEOSE account to qualified law enforcement agencies for expenses related to the continuing education of persons licensed under Chapter 1701, Occupations Code. Of the account, 20 percent is allocated equally among the qualified agencies. The remaining 80 percent is allocated on the basis of the number of eligible law enforcement positions each agency has as of January 1 of the preceding calendar year.

Financial Impact:

Confirmation has been received from our Finance Director, Deborah Balli, that a total of \$2,631.35 was received by our city for use for training of City of Kingsville Police personnel.

Recommendation:

We request that the City Commission authorize the receipt of the funds as well as a budget amendment for expenditure of these funds in the manner for which they were provided by the Texas Comptroller of Public Accounts.





TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O.Box 13528 • Austin, TX 78711-3528

February 16, 2023

CITY OF KINGSVILLE POLICE DEPARTMENT
1700 E KING AVE
KINGSVILLE TX 78363-5928

Vendor number: 17460015138-009

A direct deposit was made into your account from the Law Enforcement Officer Standards and Education (LEOSE) account in the amount of \$ 2,631.35.

This payment must be used as necessary to ensure the continuing education of persons licensed under Chapter 1701, Occupations Code, or to provide necessary training, as determined by the agency head, to full-time, fully paid law enforcement support personnel in your agency.

Your agency must maintain a complete and detailed record of all money received and spent. All money received is subject to audit by the Comptroller of Public Accounts and all money spent is subject to audit by the State Auditor.

The Comptroller is directed by the Occupations Code, Section 1701.157 to make an annual allocation from the LEOSE account to qualified law enforcement agencies for expenses related to the continuing education of persons licensed under Chapter 1701, Occupations Code. Of the account, 20 percent is allocated equally among the qualified agencies. The remaining 80 percent is allocated on the basis of the number of eligible law enforcement positions each agency had as of January 1 of the preceding calendar year.

An eligible law enforcement position is defined as one held by a person licensed under Chapter 1701, Occupations Code, who works as a peace officer, licensed jailer or telecommunicator on the average of at least 32 hours a week, is compensated by a political subdivision of the state at the minimum wage rate or higher, and is entitled to all employee benefits offered to a peace officer.

To receive your agency's share of the LEOSE account in 2024, you must complete and return the enclosed Law Enforcement Officer Standards and Education Account 2024 Allocation Basis form to us no later than October 31, 2023. The information provided in this report must be accurate and returned timely to our office to ensure the correct allocation of the LEOSE account.

Please call us at 800-531-5441, ext. 3-4530, or 512-463-4530 if you have any questions or if we can be of assistance.

Enclosures

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO ACCEPT AND EXPEND GRANT FUNDS FROM LAW ENFORCEMENT OFFICER STANDARDS AND EDUCATION (LEOSE) FOR TRAINING.

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#37

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 009 - LEOSE					
<u>Revenues</u>					
2100	Police	State Grants	72010	\$2,631.35	
<u>Expenditures</u>					
2100	Police	Training	31600	\$2,631.35	

[To amend the City of Kingsville FY 22-23 budget to accept and expend grant funds from the LEOSE for police officer training.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 27th day of March 2023.

PASSED AND APPROVED on this the ____ day of April 2023.

EFFECTIVE DATE:_____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #2

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO APPROPRIATE FUNDING FOR CITY ATTORNEY SALARY ADJUSTMENT.

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#38

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 – General Fund					
<u>Expenditures</u>					
1400	Legal	Salaries & Wages	11100	\$7,356	
1400	Legal	Retirement	11400	\$599	
1400	Legal	FICA	11500	\$563	
1400	Legal	Workers Comp	11700	\$19	
1030	City Special	Budget Amend Reserve	86000		\$8,537

[To amend the City of Kingsville FY 22-23 budget to appropriate funding for the City Attorney salary adjustment for the remaining 15 pay periods. Funding will come from the Budget Amendment Reserve line item.]

II.

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

III.

THAT if for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of this City Commission

that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

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

INTRODUCED on this the 27th day of March 2023.

PASSED AND APPROVED on this the ____ day of April 2023.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #3

**City of Kingsville
Engineering Dept.**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Rutilio P. Mora Jr, P.E., City Engineer

DATE: April 10, 2023

SUBJECT: Consider Approving Revised Contract for Awarding Bid #23-04 to Donald Hubert Construction Company Inc. for the 2023 Municipal Building Parking Lot Maintenance Project.

Purpose:

Contractor's Bonding Company is requesting the contract amount be included in the contract to execute bonds. Attached is the revised contract with amount included.

Summary:

The purpose of awarding this project is to meet lease agreement requirement with Kleberg First National Bank for parking lot maintenance. The parking lot is located north of the City's Municipal Building at 200 E. Kleberg.

Background:

On February 21, 2023, three (3) bids were received which included Danny's Paving, Donald Hubert Construction, and Precision Construction and Contracting. RFQ # 23-04 for 2023 Municipal Building Parking Lot Maintenance Project was advertised on February 2, 2023, and February 9, 2023, in the local newspaper and on the City's website. Sealed Bids were due February 21, 2023. Two (2) bids met the bids requirements, and one (1) bid was rejected because of missing documentation. First bid was Donald Hubert Contracting Co. Inc. from Kingsville, Texas. The second bid was Precision Construction and Contracting from Lee's Summit, Montana. The bid totals ranged from \$68,876.00 to \$93,390.00.

Contractor's references were verified. We recommend awarding the project to Donald Hubert Construction Inc., in the amount of \$68,675.00. Hubert Construction has completed several projects and has a great working relationship with the city.



**City of Kingsville
Engineering Dept.**

The project includes asphalt repairs, overlay, and parking lot striping as required per the parking lot agreement between the City and Kleberg Bank.

Financial Impact:

The General Fund Reserve funds of \$68,675.00 will be used to cover parking lot maintenance agreement.

Recommendation:

Staff recommends:

1. Approving Contract Agreement between City and Donald Hubert Construction Co. Inc. in the amount of \$68,675.00.
2. Authorizing the City Manager to sign the Contract.

Attachments:

Resolution No. 2023-_____

Revised Contract Agreement



RESOLUTION #2023-_____

A RESOLUTION OF THE CITY OF KINGSVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH DONALD HUBERT CONSTRUCTION COMPANY INC. FOR RFP#23-04 MUNICIPAL BUILDING PARKING LOT MAINTENANCE PROJECT; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville ("City") has a lease agreement with Kleberg First National Bank for the parking lot located north of the City's Municipal Building at 200. E. Kleberg that requires the City maintain the parking lot in exchange for its use; and

WHEREAS, its been several years since repair work was done at the location, the City prepared a Request for Proposal (RFP) #23-04 for 2023 Municipal Building Park Lot Maintenance Project in accordance with state law; and

WHEREAS, the City advertised RFQ #23-04 in the local newspaper on February 2nd & 9th, 2023 and on the City's website with two responsive proposals being received by the February 21, 2023 deadline from Donald Hubert Contracting Company Inc. of Kingsville, Texas and from Precision Construction and Contracting of Lee's Summit, Montana; and

WHEREAS, the contractor's references were verified and it is recommended the RFP be awarded to the lowest responsible bidder who provides the best value to the City, Donald Hubert Contracting Company Inc.;

WHEREAS, the City Commission officially selected Donald Hubert Contracting Company Inc. as the contractor for the 2023 Municipal Building Park Lot Maintenance Project, and staff has negotiated a contract for a fair and reasonable price (\$68,876.00) with the contractor and now brings the contract before City Commission for approval.

NOW THEREFORE, 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 execute an Agreement with Donald Hubert Contracting Company Inc. for 2023 Municipal Building Park Lot Maintenance Project in accordance with Exhibit A hereto attached and made a part thereof.

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
10th day of April, 2023.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

CITY OF KINGSVILLE, TEXAS

CONTRACT AGREEMENT

RFP #23-04 MUNICIPAL PARKING LOT MAINTENANCE PROJECT

STATE OF TEXAS)

COUNTY OF KLEBERG)

THIS AGREEMENT, made and entered into this _____ day of _____, A.D., 2023 by and between the City of Kingsville, a municipal corporation, located in the County of Kleberg and State of Texas, acting through Mark A. McLaughlin, City Manager, thereunto authorized so to do hereafter termed OWNER, and _____, hereinafter termed CONTRACTOR.

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, and under the conditions expressed in the bond bearing even date herewith, the said CONTRACTOR, hereby agrees with the OWNER to commence and complete the construction of certain improvements described as follows:

**RFP #23-04
2023 Municipal Parking Lot Maintenance Project**

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at CONTRACTOR'S own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, together with the CONTRACTOR'S written proposal, the General Conditions of the Agreement, and the Performance, Maintenance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract. All terms, conditions, pricing, and other details presented by the Contractor in their Request for Proposal response are to be made a part of this agreement.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal of \$68,675.00, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the Contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day above written.

The City of Kingsville, Texas
OWNER

By: _____
Mark A. McLaughlin, City Manager

CONTRACTOR

By: _____

Print or Type Name

Title: _____
(President/Vice-President)

ATTEST:

ATTEST:

Mary Valenzuela, City Secretary

Corporation Secretary

Date:

By authority of Council Commission Date

Print or Type Name

Approved as to Content:

Courtney Alvarez, City Attorney

REGULAR AGENDA

AGENDA ITEM #4



March 24, 2023

Dear Courtney,

The Kingsville Chamber of Commerce/Economic Development Council would like to request funding in the amount of \$150,000 that will be dedicated to workforce development programs in the City of Kingsville.

The Kingsville City Commission has previously approved this allocation in the FY2022/2023 budget.

Please find the information below to assist with the process:

Kingsville Chamber of Commerce/Economic Development Council

231 E. Kleberg Avenue

Kingsville, Texas 78363

(361) 592-6438

Current Board Chair- Nicole Ortegon

Please let me know if you need additional information from me.

Thank you,

Manny Salazar

President/CEO

RESOLUTION #2023-_____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF KINGSVILLE AND THE GREATER KINGSVILLE ECONOMIC DEVELOPMENT COUNCIL FOR A WORKFORCE DEVELOPMENT PROGRAM.

WHEREAS, the City of Kingsville desires to establish programs for workforce training, to promote job creation and retention, local economic development, and to stimulate business and commercial activity in the City;

WHEREAS, the City has contracted with the Greater Kingsville Economic Development Council (the "EDC") to assist the City in the establishment and location of industries for the promotion of economic growth and for workforce development programs;

WHEREAS, the EDC is in the process of developing a Workforce Development Program for the specific purpose of providing job training to the enhance opportunities for the local workforce;

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

Section 1. The City of Kingsville hereby designates a contribution of \$150,000.00 as a one-time annual contribution to the Greater Kingsville Economic Development Council for the furtherance of promoting the establishment of a Workforce Development Program within the City.

Section 2. The City determines the Agreement with the Greater Kingsville Economic Development Council to be in full force and effect and serves a public purpose.

PASSED AND APPROVED by the City Commission of the City of Kingsville, Texas, this the 10th day of April, 2023.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

**AN AGREEMENT
BETWEEN THE CITY OF KINGSVILLE
AND THE GREATER KINGSVILLE ECONOMIC DEVELOPMENT COUNCIL
FOR WORKFORCE DEVELOPMENT PROGRAM**

WITNESSETH:

WHEREAS, the City of Kingsville ("City") is a Texas home rule municipal corporation, and the Greater Kingsville Economic Development Council ("EDC") is a non-profit corporation within the State of Texas; and

WHEREAS, the City desires to stimulate and encourage business and commercial activity in the City of Kingsville, Kleberg County, Texas; and

WHEREAS, the City desires to stimulate, encourage and improve business and commercial activity for the benefit of those who live, work, and visit here; and

WHEREAS, the EDC agrees to assume and perform the duties which would accomplish the above stated goals and be advantageous to the future growth of the City; and

WHEREAS, Article V, Section 20, of the Kingsville City Charter provides for a "Board of City Development" and the EDC's duties fit the objectives of that provision; and

WHEREAS, pursuant to the provisions of Chapter 380, Texas Local Government Code, the City and EDC are authorized to enter in to such an agreement for such purpose; and

WHEREAS, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to this agreement to render assistance to one another whenever practical in accordance with these terms; and

NOW, THEREFORE, the City of Kingsville and the EDC, in consideration of these mutual covenants and agreements, agree as follows:

1. **PARTIES.** The parties to this Agreement ("Agreement") are the City of Kingsville ("City"), a Texas home rule municipality, and the Greater Kingsville Area Economic Development Council ("the EDC"), a non-profit corporation within the State of Texas.

2. **PURPOSE.**

- A. The EDC agrees to assume and perform the duties established by Article V, Section 20, Kingsville City Charter, including the duty of performing as an advisory board to the City Commission and to investigate and recommend to the Commission such projects as in its opinion would be advantageous to the future

growth of the City and the County and to assist the City in the establishment and location of industries.

- B. The EDC further agrees to assume the duties and responsibilities of the Board of City Development by conducting research and development of information regarding area economics, finance, education and training, housing, planning and development, and other similar matters of public concern to further the goal of future growth of the City and Kleberg County and to assist the City in establishment and location of industries; the dissemination of such information to the public through various and diverse educational processes such as publication of the results of such research and development, conducting seminars, forums, discussion groups, and participating in expositions, trade shows, conventions and other meetings.
- C. In furthering its responsibilities, the EDC may maintain offices throughout Texas, the United States and other parts of the world for the dissemination of such information and to assist in the establishment and location of industries and to promote future growth of the City and County; and any and all other lawful activities which tend to aid, assist, or otherwise encourage the above aims including, but not limited to, educational purposes.

3. TERM.

- A. This Agreement shall be for an initial term of one (1) year, April 10, 2023 through April 9, 2024, subject to annual appropriations by the City and EDC.
- B. This Agreement will not automatically renew.
- C. This Agreement may be terminated at any time by any party with or without cause upon thirty (30) days advance written notice.
- D. Any notice of termination shall be sent to the other party to this agreement at the address listed in paragraph 5 of this agreement.

4. PROVISIONS.

- A. COMPENSATION: The City agrees to allocate a one-time payment to the EDC the sum of \$150,000 for City of Kingsville Fiscal Year 2022-2023. The City's funding cycle runs October 1 through September 30. This sum shall be provided by the City as payment to the EDC for a workforce development program.
- B. RECORDS: The EDC agrees to record revenues, expenditures, and a balance sheet on a monthly basis, and financial statements shall be prepared annually in accordance with generally accepted accounting principles, all of which documents and records shall be made available to the City upon request.
- C. REPORTS: At least quarterly each year during the term hereof, the EDC will furnish to the City a performance report of its work under this Agreement which

shall reflect overall activity, meetings, contacts and other activities conducted by the EDC, such report to include such data as required by the City. Any communications or contacts which are of a confidential nature will be limited to a general description only, provided, however, the City Manager of the City of Kingsville shall have the authority to review all communications and contacts to determine whether such contacts are confidential.

- D. EQUAL OPPORTUNITY: The EDC agrees to abide by the equal opportunity requirements of the City and shall:
- a. Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin and handicap;
 - b. Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or requests.
- E. NON-DISCRIMINATION: City and EDC agree to comply with all Federal laws relating to nondiscrimination in connection with any use, operation, program, or activity on or related to the previously described property, including, but not limited to:

All requirements imposed by or pursuant to the non-discrimination regulations of the U.S. Department of the Interior (43 C.F.R. Part 17);

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d-1), which prohibits discrimination on the basis of race, color, or national origin;

The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age;

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap;

The Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151), which requires facilities located on the property to be accessible to the physically handicapped; and

The Americans with Disabilities Act of 1990 (42 U.S.C. 12181), which requires that no otherwise qualified handicapped individual shall, solely by reason of his or her handicap, be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.

5. MISCELLANEOUS PROVISIONS.

A. Notice. Notice required by this Agreement may be given or served by depositing the notice in the United States Mail, in certified or registered form, postage prepaid, addressed to the other party, or by delivering the notice in person to the other party. Notice deposited in the United States Mail in the manner prescribed in this subsection is effective upon deposit. The addresses of the parties are:

City of Kingsville, Texas
Attention: City Manager
P.O. Box 1458
Kingsville, Texas 78364
Telephone: (361) 595-8002
Facsimile: (361) 595-8035

Greater Kingsville Economic Development Council
Attention: Board President
231 E. Kleberg Ave.
Kingsville, Texas 78363
Telephone: (361) 592-6438
Facsimile: (361) 592-0866

B. Effect of Waivers. No waiver by either party of any default, violation, or breach of the terms, provisions, and covenants contained in this Agreement may be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants of this Agreement. Any and all rights and remedies which either party may have under this Agreement, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other; and no one of them, whether exercised by said party or not, shall be deemed to be an exclusion of any other.

C. Amendment of Agreement. This Agreement may be amended at any time. Any amendment to this Agreement must be in writing and agreed to by the governing bodies of the parties. No officer or employee of any of the parties has authority to waive or otherwise modify the limitations in this Agreement, without the express action of the governing body of the party.

D. Not For Benefit of Third Parties. This Agreement and all activities under this Agreement are solely for the benefit of the parties and not the benefit of any third parties.

E. Exercise of Police Powers. This Agreement and all activities under this Agreement are undertaken solely as an exercise of the police power of the parties, exercised for the health, safety, and welfare of the public generally, and not for the benefit of any particular person or persons. The parties do not have and may not be deemed to have any duty to any particular person or persons.

F. Immunities Not Waived. Nothing in this Agreement waives any governmental, official, or other immunity or defense of any of the parties or their officers, employees, representatives, and agents as a result of the execution of this Agreement and the performance of the covenants contained in this Agreement.

G. Mutual Indemnification: To the extent allowed by the Constitution and Laws of the State of Texas, the EDC and City agree that each party assumes any and all risks of liability, loss, damages, claims, or causes of action and related expenses, including attorney fees, caused or asserted to have been caused directly or indirectly by or as the result of the negligent acts or omissions of that party and the officers, employees, and agents thereof.

H. Captions. Captions to provisions of this Agreement are for convenience and shall not be considered in the interpretation of the provisions.

I. Fiscal Obligations. Each party which performs services or furnishes aid under this Agreement must do so with funds available from current revenues of the party, which are subject to annual appropriations.

J. Approval by Governing Bodies. Each party represents that this Agreement has been duly passed and approved by the governing body of the party e or that proper power and authority has been delegated by the governing body.

K. Entirety of Agreement. No other oral or written commitments of the parties with respect to the usage of facilities or signage may have any force or effect if not contained in this Agreement or any amendments thereto.

L. Severability. If any provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

M. Validity and Enforceability. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement continues in full force and effect.

N. Warranty. The individuals executing this agreement on behalf of each party represent and warrant that they are each the duly authorized representatives of such party on whose behalf the individuals are signing, each with full power and authority to bind said party to each term and condition set forth in this agreement.

O. Governing Laws. This Agreement shall be governed by the laws of the State of Texas.

P. Venue. Venue for an action arising under this Agreement is in Kleberg County, Texas.

Q. Effective Date. This Agreement is effective on the date when the last party executes this agreement.

R. Multiple Originals. Two (2) copies of this Agreement are executed; each shall be deemed an original.

EXECUTED by the Greater Kingsville Area Economic Development Council on the _____ day of _____, 2023.

Nicole Ortegon
Board President
Greater Kingsville Economic Development Council a/ka/
Kingsville Chamber of Commerce/Economic Development Council

ATTEST:

(Name)
(Title)

EXECUTED by the City of Kingsville on the _____ day of _____, 2023.

Sam R. Fugate
Mayor

ATTEST:

Mary Valenzuela
City Secretary

APPROVED AS TO FORM:

Courtney Alvarez
City Attorney

AGENDA ITEM #5

RESOLUTION #2023-_____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN ECONOMIC DEVELOPMENT GRANT LETTER OF COMMITMENT BETWEEN THE CITY OF KINGSVILLE AND CLAUDIA LOPEZ; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

Whereas, the City passed and approved an Economic Development Grant Program and Manual to spur new economic activity within the Kingsville city limits on January 10, 2022 via Resolution #2022-03;

Whereas, an Economic Development Grant ("EDG") Administrative Board was created to review and make recommendations on grant applications;

Whereas, the grant was widely publicized in the local newspaper, regional television, social media, newsletters, and speaking directly to community organizations, which resulted in several applications for the EDG Administrative Board to review and three were recommended for approval to City Commission;

Whereas, at a duly posted meeting of the City Commission on November 14, 2022 the Commission approved the three grant applications as recommended in a revised manner by the Board;

Whereas, the need for economic development exists within the City based on current demand and the City desires to increase the sales tax and ad valorem tax base of the City to the benefit of citizens and other local taxing entities;

Whereas, the City believes the offering of local economic incentives like this grant will stimulate new development and economic activity within the city;

Whereas, the City desires to approve qualifying applications for Economic Development Grant assistance to stimulate economic development within the city as a local incentive to create additional housing, a higher level of employment, economic activity and stability within the City of Kingsville, which serves a public purpose;

Whereas, the approved EDG Program and Manual provide for the administration of a program that provides money of the city to promote local economic development and to stimulate business and commercial activity in the city, pursuant to authority found in section 380.001 of the Local Government Code;

Whereas, the City has received an application, pursuant to the EDG Program and Manual, from Claudia Lopez for up to \$30,000 in funding for daycare equipment (cribs, infant high chairs, tables, chairs, cubbies, sinks), repairs, and labor for installation and remodeling for a property located at 215 E. Santa

Gertrudis Avenue, Kingsville, Texas, pursuant to the terms of the Commitment Letter and EDG Program and Manual;

Whereas, the City believes providing economic incentives through this commitment letter with Ms. Lopez will further its objectives of stimulating business and commercial activity and expand the tax base;

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

I.

THAT the Mayor is authorized and directed as an act of the City of Kingsville, Texas to enter into an Economic Development Agreement between the City of Kingsville and Claudia Lopez 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 _____ 10th day of _____ April _____, 2023.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

CITY OF KINGSVILLE ECONOMIC DEVELOPMENT GRANT LETTER OF COMMITMENT

Page 1 of 7

{Drafted March 21, 2023}

Organization (Grant Recipient): Claudia Lopez

Amount of Award: \$30,000

Project Name: Color My World Kids Academy, 215 E. Santa Gertrudis Ave.

Completion Date: April 2024

Project Contact: Claudia Lopez

Date: April 2023

Expected New Jobs Creation: 10

City of Kingsville, Texas ("City") agrees to provide grant funding for the above referenced project in the amount and manner set out below as consideration for Grant Recipient satisfactorily performing the project described in the grant application received by the City, attached to and hereby made a part of this Agreement, and subject to the following additional terms and conditions:

1. Project Description: Full project disclosure is described in Exhibit 1, Grant Application. The summary below is the maximum amount of Commission-approved expenses that are eligible for grant funding for Project Contract: Claudia Lopez

- a. Sinks (2) for \$2,518
 - b. Cribs (8) for \$4,792
 - c. Infant High Chairs (8) for \$1,134
 - d. Tables (6) for \$2,093
 - f. Chairs (36) for \$2,412
 - g. Cubbies (6) for \$3,645
 - h. Labor (to install above items and do remodeling) for \$13,406
- TOTAL: \$30,000.00

2. Use of Funds: Funds shall be expended consistent with this Commitment Letter and the Economic Development Grant Program and Administration Manual, and solely on projects that meet the requirements as set forth by the Economic Development Grant Program and Administrative Manual, recommended by the Grant Administrative Board through the application process, and approved by the City of Kingsville City Commission.

2.1.1. Projects must be completed within twelve (12) months of Commitment Letter signature.

2.1.2. Assuming compliance with all requirements, funds shall be distributed by the City of Kingsville Finance Department to the banking institution established by the recipient at a rate equal to the recipient's expense of private resources until all EDG funds for the recipient have been transferred, or until the project is completed, whichever comes first.

CITY OF KINGSVILLE ECONOMIC DEVELOPMENT GRANT LETTER OF COMMITMENT

Page 2 of 7

2.1.3. Funds not expended within the terms of the Commitment Letter shall be retained by the City for use in future EDG applications.

2.1.4. Funds may not be used for projects listed in the Economic Development Grant Program and Administrative Manual, Part I. B. 3: Anticipated EDG Investments, nor may funds be used for items other than those approved by Commission as noted above.

2.1.5. Funds are distributed in a semi-reimbursement method. Funds may either be for a reimbursable expense or with prior proof of invoice and City Manager approval funds may be forwarded to assist in the purchase of the approved project expense. Recipient is responsible for providing all receipts, or invoices, highlighting approved project expenses prior to any City transfer of funds for reimbursement within thirty (30) days of paying for such project expenses. Recipient is responsible for providing all receipts for approved project expenses within seven (7) days of purchase for items where funds are forwarded to assist with the purchase.

2.1.6. No EDG funds shall be used for insurance related to labor including workman's compensation, long or short term disability, social security, Medicare, public or private insurance, or paid time off, etc..

2.1.7. The City of Kingsville City Manager has final authority on approval of funds for release. Project costs in dispute between the City and the Recipient shall be forwarded to the City Manager for final adjudication.

2.1.8. Drawdown requests shall be in writing to the City of Kingsville City Manager, dated, with information explaining the nature of the expense and receipts (if reimbursed) or an invoice (programed expenses). Lack of necessary information to support compliance with the Economic Development Grant Program and Administrative Manual shall result in the City's withholding the release of funds, and possibly result in the Recipient paying back funds previously received from the City.

2.1.9. The City shall provide approved funding in the form agreeable by both parties and payable to the Recipient. Quarterly reports from the Recipient to the City shall show proof of all City funds deposited and expenses incurred.

2.1.10. The total drawdown request submitted to the City should be equal to or less than the total of all attached documentation for said request.

2.1.11. The Recipient shall keep records of all expenditures relating to economic development grant funding. Documents consisting of bills, invoices, canceled checks, receipts, quotes, estimates, etc., will be retained by the Recipient for three (3) years after the submission and acceptance of a final closeout of the EDG grant by the City.

CITY OF KINGSVILLE ECONOMIC DEVELOPMENT GRANT LETTER OF COMMITMENT

Page 3 of 7

3. Report(s): Recipient shall submit a written report monthly to the City summarizing and evaluating the accomplishments of their project covering the preceding thirty (30) days. Within sixty (60) days of the completion of the project, or no later than 60 days following the completion date shown on this Commitment Letter, Recipient shall provide a summarized report of the entire project, funds received, expenses incurred and reimbursed, and proof of the final building inspection (if required) per the City's adopted version of the applicable International Building Codes and Fire Code.

4. Applicable Laws, Legal Advice, and Licenses: Recipient shall comply at their own expense with all laws of any municipal, county, state, federal or other public authority regarding the use of economic development grant funds, which may include public contracting laws. The Grant Recipient shall be responsible for obtaining their own legal advice, if necessary, concerning the applicability of such laws and/or compliance with such laws. The Grant Recipient shall be solely responsible for any licenses or permits required by law, and shall pay all costs, required taxes, fees and charges prescribed by law. The Grant Recipient, throughout the duration of this Agreement and any extensions, shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Agreement or to the Grant Recipient's obligations under this Agreement, as those laws, regulations and ordinances may be adopted or amended from time to time.

4.1. Any violation of terms set forth in this Letter of Commitment shall constitute a material breach of this agreement. Any violation shall entitle the City to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, to pursue and recover any and all funds provided to Recipient from the City, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

- Termination of this Agreement, in whole or in part;
- Exercise of the right to withhold any grant amount not yet paid; and,
- Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. The City may seek reimbursement of funds provided to the Recipient. The City shall be entitled to recover any and all damages suffered as the result of Grant Recipient's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure.

4.2. These remedies are cumulative to the extent the remedies are not inconsistent, and the City may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

4.3. This Agreement shall comply with the requirements of the Civil Rights Act of 1964, including the following provisions:

- No person in the United States shall, on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving this assistance.

CITY OF KINGSVILLE ECONOMIC DEVELOPMENT GRANT LETTER OF COMMITMENT

Page 4 of 7

- It shall be an unlawful employment practice for an employer to fail or refuse to hire or to discharge any individual or to otherwise discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment, segregate, or otherwise adversely affect his status as an employee, because of such individual's race, color, sex, religion, or national origin.

5. Insurance: Grant Recipient shall procure and maintain in force, for the entire duration of this Agreement, insurance providing coverage for bodily injury and property damage which may arise out of the operations of the Grant Recipient or his subcontractors, employees, agents, assigns or for anyone whose acts any of them may be liable. Such insurance shall have coverage limits equal to or greater than the minimum limits set forth herein.

5.1. Grant Recipient shall furnish to the City a certificate of insurance evidencing the existence of all insurance coverage(s) required by this Agreement prior to the commencement of any work.

5.2. Grant Recipient shall endorse the Grant Recipient's General Liability (CGL) insurance to include the City of Kingsville as an "additional insured", including coverage for products and completed operations, and a copy of this endorsement shall accompany each certificate.

5.3. **NOTICE OF CANCELLATION OR CHANGE.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days' prior written notice from the Grant Recipient or its insurer(s) to the City.

5.4. Grant Recipient's insurance shall be primary and not excess to, or contributory with any insurance coverage provided by the City. Grant Recipient's insurance shall be endorsed to provide project specific aggregate limits with respect to project covered by the Agreement.

5.5. Grant Recipient shall ensure that the City is provided with a renewal certificate at least thirty (30) days prior to the expiration date of the coverage in the event that the original certificate expires prior to the scheduled termination of this Agreement.

5.6. Personal Services Agreements should have the following:

~Commercial General Liability (including commercial board form; premises-operations; products/completed operations; contractual liability; independent contractors)- each occurrence \$1,000,000; \$2,000,000 aggregate

~Auto Liability (including owned; hired and non-owned; rented/leased)- Combined Single \$1,000,000

~Workers' Compensation- statutory limits

~Employers Liability- \$500,000/ \$500,000/ \$500,000

CITY OF KINGSVILLE ECONOMIC DEVELOPMENT GRANT LETTER OF COMMITMENT

Page 5 of 7

6. Indemnification: Grant Recipient agrees to defend, indemnify and save City, its agents, officers and employees harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogation or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, arising or resulting from the fault, negligence, wrongful act or wrongful omission of Grant Recipient or its agents or employees. Grant Recipient agrees to defend and hold harmless the City of Kingsville from any claim or action alleging misuse, misappropriation, spending of funds for ineligible expenses, or inadequate oversight related to this grant.

7. Public Access and Use: If Grant Recipient's project includes any capital improvements, Grant Recipient agrees to maintain or ensure continued public access to such improvements.

8. Publicity and Acknowledgement of Support: Grant Recipient agrees to give appropriate credit to the City of Kingsville and the Kingsville Chamber of Commerce for the financial support in any and all press releases, publications, annual reports, video credits, dedications, and other public communications regarding services performed pursuant to this Agreement.

9. Amendments: Should there be any material change in the purpose, character, method of operation, budget, personnel, subcontractors, governance, or grant period for the project as approved by the City of Kingsville, the Grant Recipient will provide timely written notice of these changes to the Kingsville City Manager and City Commission. This Agreement and referenced attachments set forth the entire understanding of the parties and may be modified only by a written instrument duly executed by both the Grant Recipient and the City of Kingsville.

10. Termination: This Agreement may be terminated or modified upon the occurrence of the following circumstances:

10.1. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. Failure to comply with the conditions of the Agreement is cause for the City of Kingsville to terminate and seek reimbursement of all funds provided to Recipient through every legal means available, and for the Grant Recipient to become ineligible for grant funds for the next five (5) years.

10.2. In the event of termination prior to project completion, the City of Kingsville shall cancel all unpaid installments of the project and will be entitled to return of any funding provided to Recipient by the City.

10.3. In the event Grant Recipient fails to comply this Agreement or documents incorporated by reference, Grant Recipient shall refund the entire grant award to the City of Kingsville within thirty (30) days of notice to do so.

10.4. The Agreement terminates no later than twelve (12) months following the date of Agreement signatures unless previously agreed to by both parties. No further drawdowns or extension to the Agreement shall be granted, regardless of project completion, unless the entire agreement is otherwise amended and approved by the City of Kingsville City Commission. All requests for funds and required supporting documentation must be received no later than twelve (12) months following this agreement signature date.

CITY OF KINGSVILLE ECONOMIC DEVELOPMENT GRANT LETTER OF COMMITMENT

Page 6 of 7

11. **Subcontracts:** All subcontractors must be licensed with the City of Kingsville.

12. **Third Party Beneficiaries:** City of Kingsville and Grant Recipient are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless the third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. The City of Kingsville is an intended beneficiary of the terms of this Agreement.

13. **HIPAA Compliance:** If the services funded in whole or in part with financial assistance provided under this Agreement are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), Grant Recipient agrees to deliver the services in compliance with HIPAA. Without limiting the generality of the foregoing, services funded in whole or in part with financial assistance provided under this Agreement are covered by HIPAA. Grant Recipient shall comply and cause all providers to comply with the following:

Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between Grant Recipient and City for purposes directly related to the provision of services to Grant Recipient's clients, which are funded in whole or in part under this Agreement. However, Grant Recipient shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate applicable state and federal law.

14. **Severability:** If any provision of this Agreement is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.

15. **Attorneys' Fees:** Neither City nor Grant Recipient is entitled to recover attorney's fees, court and investigative costs, or any other fees or expenses associated with pursuing a remedy for damages arising out of or relating to this Agreement.

16. **Conflict of Interest:**

16.1. City of Kingsville desires to have Grant Recipient refrain from activities which could be interpreted as creating an organizational conflict of interest.

16.2. Grant Recipient agrees to avoid any activities which may influence the decisions of the City of Kingsville or which directly or indirectly affect the interest of the City where Grant Recipient has a personal interest in the matter which may be incompatible with the interest of the City of Kingsville as a governmental entity, and to promptly notify the City regarding any change in Grant Recipient's private interests or the services under this Agreement which may result or appear to result in a conflict of interest.

CITY OF KINGSVILLE ECONOMIC DEVELOPMENT GRANT LETTER OF COMMITMENT

Page 7 of 7

17. **Authorization:** The undersigned certifies under penalty of perjury both individually and on behalf of Grant Recipient that: The undersigned is a duly authorized representative of Grant Recipient, has been authorized by Grant Recipient to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of Grant Recipient.

CITY OF KINGSVILLE:

City of Kingsville
400 W. King Ave
Kingsville, TX 78363
(361) 595-8003

GRANT RECIPIENT

Sam R. Fugate
Mayor

Signature and Printed Name of Authorized Party

AGENDA ITEM #6

**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: Charlie Sosa, Purchasing Manager
DATE: April 10, 2023
SUBJECT: Radio System Improvements via ARP Funding

Summary:

This item authorizes approval of the installation of 1) Replacement of overhead paging speakers and amplifier at KFD Station 1, 2) upgrade of existing KPD Eventide recorder to allow for KFD to utilize the system for call replay, and 3) installation of new equipment for integration between existing radios and new overhead paging equipment at KFD stations.

Background:

The existing overhead paging equipment located at KFD Station 1 is of an advanced age and has been experiencing a decrease in quality as a result of this age. Functions such as the lights turning on automatically when tones are received have not consistently worked. The previous Telex device for call recording at Station 1 has failed and KFD is currently left with no ability to easily replay calls received over the radio. The project will consist of a three-component purchase 1) New overhead paging speakers and amplifier, 2) upgrade of the existing Eventide recorder, 3) new equipment to integrate the existing radio and overhead paging equipment.

Financial Impact:

Funds are available through General Fund ARP line item 121-5-2200-71300, of which \$200,000.00 are available this fiscal year from the Broadband commitment. The purchase price is estimated to be \$46,629.48, so there is adequate funding for this item.

Please see attached proposals for above mentioned work.

Recommendation:

It is recommended the City approve the use of ARP funds for the installation of overhead paging speakers and amplifier with American Integrated Solutions of Corpus Christi, Texas; upgrade of Eventide recorder with VistaCom of San Antonio, Texas; and installation of integration equipment with Dailey-Wells Communication of San Antonio, Texas.





American Integrated Solutions
3636 S. Alameda, Ste. B, PMB 165
Corpus Christi, TX 78411
Ph. 361-334-5353 Fax: 361-334-5358
g.violett@aisfirst.com

**PROPOSAL AND
SALES CONTRACT**

Fire Alarms • Security Alarms • Sound Systems • Intercom Systems • Access Control Systems • CCTV Systems • Mobile Surveillance Systems

<u>CUST.PO NO.</u>	<u>SALESMAN</u> Greg Violett	<u>TERMS</u> NET 30 DAYS	<u>DATE</u> 02/07/2023	<u>JOB NUMBER</u>	<u>TYPE</u> Public Address
<u>Invoice To</u>			<u>Job Location</u>		
City of Kingsville			Fire Department Overhead Paging/Public Address		
			Main Station		
Attn: Kyle Benson		Ph.#	Fax. #	Job Name: PA	
American Integrated Solutions, For and In Consideration of The Prices Herein Named, Proposes to Furnish the Work, And/Or Materials Hereinafter Described, Subject to The Conditions Outlined Below, And on The Accompanied Terms and Conditions.					
Price includes: All design, labor, materials, freight, and permit fees to provide the work as detailed hereinafter. All work will be performed during normal weekday working hours and installed in accordance with all state and local codes. Price Excludes: Any Painting, 120 vac Work, Conduit Work, After Hours Work, Drywall Repair, Lift Rental Fees or any Special Equipment Rental Fees. All floor areas are to be cleared by the buyer to facilitate the installation work.					
Scope of Work: AIS will provide and install one Bogen Power Vector 250-watt amplifier/mixer, one P.V. security cover, and one Mic/Line Input Module in existing 19" equipment rack at the main City Fire Station. Design is based on system receiving a single audio Line Input being supplied by Dailey Wells Communications radio equipment. AIS will replace all existing speakers in the facility and install new 18-gauge, overall shielded, plenum-rated cable. Speaker types and quantities: Lay-in Ceiling tile speaker assembly, 70volt transformer, white, discreet volume control - qty 11 12" High Fidelity Speaker assembly, 70volt transformer with white grille, - qty 3 Rewire and remount existing wall-mount speakers - qty 4 Bogen 'Armadillo' All weather bracket mount Loudspeaker assembly in outdoor bay area, 70volt/16watt - qty 3					
TERMS OF THIS AGREEMENT ARE:					
<input type="checkbox"/> TIME AND MATERIAL <input type="checkbox"/> PRICE NOT TO EXCEED \$ _____ <input checked="" type="checkbox"/> FIXED PRICE OF \$ 20,688.44					
IMPORTANT NOTICE TO CUSTOMER					
A) THE TERMS OF PAYMENT FOR INVOICES RENDERED AGAINST THIS ORDER SHALL BE NET 30 DAYS FROM DATE OF INVOICE. INVOICES MAY BE RENDERED ON A "PROGRESS" BASIS, AND THE CUSTOMER AGREES TO PAY SUCH PROGRESS BILLINGS IN FULL, IN ACCORDANCE WITH THE TERMS OF PAYMENT. B) THE PRICE FOR WORK TO BE PERFORMED UNDER THIS AGREEMENT SHALL BE BASED UPON THE PREVAILING AMERICAN INTEGRATED SOLUTIONS' PRICES FOR MATERIAL, LABOR, AND RELATED ITEMS, IN EFFECT AT THE TIME SUPPLIED UNDER THIS AGREEMENT, FURTHER, IN THE EVENT THAT THIS AGREEMENT IS EXECUTED ON A "PRICE NOT TO EXCEED" BASIS, THE PRICE TO THE CUSTOMER SHALL BE THE LESSER OF 1) THE LIMIT PRICE QUOTED, OR 2) THE ACTUAL CUMULATIVE BILLING BASED ON THE AFOREMENTIONED PREVAILING PRICES. C) THIS PROPOSAL NOT VALID IF NOT EXECUTED WITHIN THIRTY (30) DAYS OF THE DATE OF THE PROPOSAL. D) SEE PAGE TWO OF THIS ORDER FOR OTHER <u>TERMS AND CONDITIONS</u> .					
ACCEPTED BY:					
_____ SIGNATURE OF AUTHORIZED CUSTOMER			_____ DATE		
_____ TITLE OF PERSON SIGNING			I HAVE RECEIVED A COPY OF THE TERMS AND CONDITIONS. _____ INITIALS OF AUTHORIZED CUSTOMER		



Houston, TX
9824 Whithorn Drive
Houston, Texas 77095
P: (800) 708-6423
www.vistacomtx.com

Remit, Sales and Support

Oklahoma City, OK
4200 Perimeter Center Drive, Suite 140
Oklahoma City, OK 73112
P: (800) 708-6423
www.vistacomtx.com

Sales and Support

We have prepared a quote for you

Kingsville PD - Eventide Mobile App Quote

Quote # HOU004894

Version 1

Kingsville Police Department



Oklahoma City, OK
Center Drive, Suite 140
Oklahoma City, OK 73112
P: (800) 708-6423
www.vistacomtx.com

Houston, TX
9824 Whilthorn Drive
Houston, Texas 77095
P: (800) 708-6423
www.vistacomtx.com

Sales and Support

Remit, Sales and Support

Thursday, March 02, 2023

Kingsville Police Department
Kyle Benson
1700 E King Ave.
Kingsville, TX 78363
benson@cityofkingsville.com

Dear Kyle,

Thank you for allowing Vista Com to prepare a quotation for your recording solution. Vista Com has over a 25 year history of providing public safety recording solutions throughout the region. We partner with the best OEM's in the industry to delivery the latest technology to you and we back the solution with local support and factory engineering.

Within this quotation you will find three key areas that describe the solution.

- Hardware - this is the physical components to be installed at your site.
- Software - each solution requires software that is licensed to you for your recorder.
- Services - items that are one time charges and represent labor and support for your solution.

The link details all areas of your quotation that we have designed for you. This quotation is based upon given facts and knowledge of your requirements passed to us by you and your organization. As such if we determine that the environment is different than what we have designed we will promptly edit the proposal for your presentation.

Important Note - the point at which the recorder equipment connects to the customer equipment is referred to as the demarcation point. The customer and/or its vendors are responsible for any required connections to this demarcation point such as cabling, equipment programming, or equipment relocation.

If you approve of this quotation please indicate so within the link. By accepting this quotation you represent your authorization of your entity and legally bind your agency to the terms of this sales contract.

Kind Regards,

Robin Clevenger

Robin Clevenger
Regional Sales Manager
Vista Com



Oklahoma City, OK
Center Drive, Suite 140
Oklahoma City, OK 73112
P: (800) 708-6423
www.vistacomtx.com

Houston, TX
9824 Whithorn Drive
Houston, Texas 77095
P: (800) 708-6423
www.vistacomtx.com

Sales and Support

Remit, Sales and Support

Disclosures

All order cancellations are subject to a 35% restocking charge once order has been placed. Your solution is custom built for your environment. Vista Com will make every attempt to modify changes once purchase has been placed however the customer is ultimately responsible for any financial implications for order changes after the order is placed.

Solution Design - we make every attempt to ensure the attached quote is exact and matches your requirements. Please pay special attention to our description of goods and services to ensure it matches your requests. If Vista Com inspects your site location and determines that our solution does not match your communicated requirement, we will promptly revise this quote.

Customer Demarcations - The point at which the recording equipment is connected to the customer equipment is termed "demarcation point". The demarcation point can be a physical cable connection to a demarcation block or it can be a network cable connected to a customer network switch. Due to vendor and customer liabilities it is accepted that Vista Com is responsible for cabling and recorder connection from the demarcation point and the customer is responsible for all cabling, configuration, and coordination for recorded devices to the demarcation block.

Install Guide - Vista Com requires information about your network and user environment before installation of the recording solution. This information includes necessary information proprietary to the customer such as network addresses, user names/passwords, channel assignments and user rights. It is understood that the customer will answer this proprietary information to Vista Com prior to installation in order for the services to be conducted quickly and efficiently.

By acceptance of this offer you accept the disclosures above as part of this agreement.



Oklahoma City, OK
1000 Capitol Drive, Suite 140
Oklahoma City, OK 73112
(800) 708-6423
www.vistacomtx.com

Sales and Support

Houston, TX
9824 Whithorn Drive
Houston, Texas 77095
P: (800) 708-6423
www.vistacomtx.com

Remit, Sales and Support

Kingsville PD - Eventide Mobile App Quote



Robin Clevenger

Prepared by:

Vista Com

Robin Clevenger

281-516-9800 ext 201

Fax (281) 518-7056

robin@vistacomtx.com

Prepared for:

Kingsville Police Department

1700 E King Ave.

Kingsville, TX 78363

Kyle Benson

benson@cityofkingsville.com

(361) 219-9085

Quote Information:

Quote #: HOU004894

Version: 1

Delivery Date: 03/02/2023

Expiration Date: 06/30/2023

Part Number	Software	Qty	List Price (Each)	List Price (Extended)	Discounted Price (Each)	Discounted Price (Extended)
Kingsville PD is possibly interested in adding the Media Works Mobile App to their existing Eventide recorder. Below is the quote.						
NexLog 740DX Software Bundle	NexLog 740DX Software Bundle Eventide User Software Bundle and Licensing	1	\$590.00	\$590.00	\$590.00	\$590.00
	8 pack MediaWorks Mobile DX Concurrent License 8 pack MediaWorks Mobile DX Concurrent License	1				

Part Number	Services	Qty	List Price (Each)	List Price (Extended)	Discounted Price (Each)	Discounted Price (Extended)
Prof Serv Install Bundle	Prof Service Installations Bundle Recorder Solutions Installation Services Includes Site Installation Guides, Project Management, Pre- Configuration, Onsite Installation, System Integrations, and De-trash	1	\$407.00	\$407.00	\$407.00	\$407.00
					\$407.00	\$407.00

Quote Summary		Amount
Software		\$590.00
Services		\$407.00
Total		\$997.00

Eventide®



Oklahoma City, OK
Center Drive, Suite 140
Oklahoma City, OK 73112
P: (800) 708-6423
www.vistacomtx.com

Houston, TX
9824 Whithorn Drive
Houston, Texas 77095
P: (800) 708-6423
www.vistacomtx.com

Sales and Support

Remit, Sales and Support

Payment Terms	No. of Payments		Amount
Net 30	1	None	\$997.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature

Date



Houston, TX
9824 Whithorn Drive
Houston, Texas 77095
P: (800) 708-6423
www.vistacomtx.com

Remit, Sales and Support

Oklahoma City, OK
4200 Perimeter Center Drive, Suite 140
Oklahoma City, OK 73112
P: (800) 708-6423
www.vistacomtx.com

Sales and Support

We have prepared a quote for you

Kingsville PD-Recording Harris SR10A.2 Radios

Quote # HOU003534

Version 1

Kingsville Police Department



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9824 Whithorn Drive, Suite 140
Oklahoma City, OK 73112
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www.vistacomtx.com

Sales and Support

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www.vistacomtx.com

Remit, Sales and Support

Wednesday, April 29, 2020

Kingsville Police Department
Noe Sosa
1700 E King Ave.
Kingsville, TX 78363
noesosa@kingsvillepd.us

Dear Noe,

Thank you for allowing Vista Com to prepare a quotation for you recording solution. Vista Com has over a 20 year history of providing public safety recording solutions throughout the region. We partner with the best OEM's in the industry to delivery the latest technology to you and we back the solution with local support and factory engineering.

Within this quotation you will find three key areas that describe the solution.

- Hardware - this is the physical components to be installed at your site.
- Software - each solution requires software that is licensed to you for your recorder.
- Services - items that are one time charges and represent labor and support for your solution.

The link details all areas of your quotation that we have designed for you. This quotation is based upon given facts and knowledge of your requirements passed to us by you and your organization. As such if we determine that the environment is different than what we have designed we will promptly edit the proposal for your presentation.

Important Note - the point at which the recorder equipment connects to the customer equipment is referred to as the demarcation point. The customer and/or its vendors are responsible for any required connections to this demarcation point such as cabling, equipment programming, or equipment relocation.

If you approve of this quotation please indicate so within the link. By accepting this quotation you represent your authorization of your entity and legally bind your agency to the terms of this sales contract.

Kind Regards,

Robin Clevenger

Robin Clevenger
Regional Sales Manager
Vista Com



Oklahoma City, OK
9824 Whithorn Drive, Suite 140
Oklahoma City, OK 73112
P: (800) 708-6423
www.vistacomtx.com

Sales and Support

Houston, TX
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Houston, Texas 77095
P: (800) 708-6423
www.vistacomtx.com

Remit, Sales and Support

Disclosures

All order cancellations are subject to a 35% restocking charge once order has been placed. Your solution is custom built for your environment. Vista Com will make every attempt to modify changes once purchase has been placed however the customer is ultimately responsible for any financial implications for order changes after the order is placed.

Solution Design - we make every attempt to ensure the attached quote is exact and matches your requirements. Please pay special attention to our description of goods and services to ensure it matches your requests. If Vista Com inspects your site location and determines that our solution does not match your communicated requirement, we will promptly revise this quote.

Customer Demarcations - The point at which the recording equipment is connected to the customer equipment is termed "demarcation point". The demarcation point can be a physical cable connection to a demarcation block or it can be a network cable connected to a customer network switch. Due to vendor and customer liabilities it is accepted that Vista Com is responsible for cabling and recorder connection from the demarcation point and the customer is responsible for all cabling, configuration, and coordination for recorded devices to the demarcation block.

Install Guide - Vista Com requires information about your network and user environment before installation of the recording solution. This information includes necessary information proprietary to the customer such as network addresses, user names/passwords, channel assignments and user rights. It is understood that the customer will answer this proprietary information to Vista Com prior to installation in order for the services to be conducted quickly and efficiently.

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 1500 Center Drive, Suite 140
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 Houston, Texas 77095
 P: (800) 708-6423
 www.vistacomtx.com

Sales and Support

Remit, Sales and Support

Kingsville PD-Recording Harris SR10A.2 Radios



Prepared by:

Vista Com
 Robin Clevenger
 281-516-9800 ext 201
 Fax (281) 518-7056
 robin@vistacomtx.com

Prepared for:

Kingsville Police Department
 1700 E King Ave.
 Kingsville, TX 78363
 Noe Sosa
 noesosa@kingsvillepd.us
 (361) 592-4311

Quote Information:

Quote #: HOU003534
Version: 1
Delivery Date: 04/29/2020
Expiration Date: 07/31/2020

Robin Clevenger

Part Number	Hardware	Qty	List Price (Each)	List Price (Extended)	Discounted Price (Each)	Discounted Price (Extended)
Kingsville PD is upgrading radios to Harris SR10A.2 IP. The PD would like to record these new radios within the Eventide Nexlog 740. Below are the components to record the Harris IP radios. The proposal reflects state contract HGAC RP07-17.						
NexLog 740 Hardware Bundle	NexLog 740 Hardware Bundle	1	\$3,000.00	\$3,000.00	\$2,475.00	\$2,475.00
	DVSI 2-port USB Decoder Unit - Max 2 DVSI 2-port USB Decoder Unit - Max 2	1				
NexLog 740 Channel Bundle	NexLog 740 Channel Bundle, Activation Licensing	1	\$1,750.00	\$1,750.00	\$1,444.00	\$1,444.00
	Add-on license pack (internal IP recording engine) Add-on license pack (internal IP recording engine) with 8 Channel Licenses for G.711 RTP/RoIP/NG911	1				

Part Number	Software	Qty	List Price (Each)	List Price (Extended)	Discounted Price (Each)	Discounted Price (Extended)
NexLog 740 Software Bundle	NexLog 740 Software Bundle Eventide User Software Bundle and Licensing	1	\$16,990.00	\$16,990.00	\$14,017.00	\$14,017.00



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	P25 Encryption Key Management Option (non-OTAR) P25 Encryption Key Management Option (non-OTAR)	1				
	License, Harris VIDA P25 SR10 Integration Enabler License, Harris VIDA P25 SR10 Integration Enabler	1				

Part Number	Services	Qty	List Price (Each)	List Price (Extended)	Discounted Price (Each)	Discounted Price (Extended)
Prof Serv Install Bundle	Prof Service Installations Bundle Recorder Solutions Installation Services Includes Site Installation Guides, Project Management, Pre-Configuration, Onsite Installation, System Integrations, and De-trash	1	\$2,470.00	\$2,470.00	\$2,470.00	\$2,470.00
Prof Support Bundle	Support Product and Configuration Bundle Support For Recording Solution During Period of OEM Materials Warranty. Includes Software Support, Configuration Support, Time and Materials, and all On-Site Maintenance	1	\$1,304.00	\$1,304.00	\$1,304.00	\$1,304.00
				\$3,774.00		\$3,774.00

Quote Summary		Amount
Hardware		\$3,919.00
Software		\$14,017.00
Services		\$3,774.00
Total		\$21,710.00

Payment Terms	No. of Payments		Amount
Net 30	1	None	\$21,710.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.



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Sales and Support

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Houston, Texas 77095
P: (800) 708-6423
www.vistacomtx.com

Remit, Sales and Support

Signature

Date

DAILEY-WELLS COMMUNICATIONS

3440 E. Houston St., San Antonio, TX 78219



L3HARRIS

DAILEY-WELLS

To: Kyle Benson, Director IT
For: Kingsville FD
Phone: 361.675.6156
Date: March 21, 2023
email:

From: Edward Martinez

Major Accounts Representative
Dailey-Wells Communications
361-548-5660 Cell
210.893.6702 Fax
emartinez@dwcomm.com

G Series Voice Pager

Item	Part #	Description	Qty.	Unit List	Disc. %	Unit Sale	Ext Sale
1	G4VP	G4 P25 voice Pager 700-800MHz	2	\$ 665.00	5%	\$ 631.75	\$ 1,263.50
2	GS999CA-SXXXEN	G2-G5 Charger Amplifier (Includes Antenna)	2	\$ 157.50	0%	\$ 157.50	\$ 315.00
3	CP-1050-ND	G-Series & E3 Charger AMP DIN Connector	2	\$ 7.95	5%	\$ 7.55	\$ 15.10
4	2811923-AMP	AMP Terminal Block	2	\$ 9.95	5%	\$ 9.45	\$ 18.90
5	RFB-1136	Female Mini-UHF to Male BNC Adapter	2	\$ 8.70	5%	\$ 8.27	\$ 16.54
6	DWC-MISC	Misc. Material for Project	2	\$ 100.00	0%	\$ 100.00	\$ 200.00
7	DWC-Shipping	Shipping / Handling	1	\$ 45.00	0%	\$ 45.00	\$ 45.00
8	DWC-LABOR	Installation Labor	2	\$ 680.00	0%	\$ 680.00	\$ 1,360.00
						Extended Total	\$ 3,234.04

P.O

Bill to: City of Kingsville
Accounts Payable
P.O Box 1458
Kingsville, Texas 78364

Ship to: City of Kingsville Fire Dept.
119 N. 10th Street
Kingsville, Texas 78363
Attn: Kyle Benson

Dailey-Wells Communications Confidential

3/22/2023

Terms: Net 30 Days
Shipping: Pre-Pay & add to invoice
Price valid until April 30, 2023

AGENDA ITEM #7

- Authorize
Use ARP
Funds

**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: Charlie Sosa, Purchasing Manager
DATE: April 10, 2023
SUBJECT: Security Camera System Upgrade via ARP Funding

Summary:

This item authorizes approval of the installation of 1) New Vicon security cameras for increased coverage of City Hall and Municipal Buildings and surrounding properties and 2) replacement of existing Network Video Recorders with a Vicon NDAA compliant video server allowing for the additional cameras and unified video recording across the majority of city sites by American Integrated Solutions of Corpus Christi, Texas through GoodBuy Purchasing Cooperative Contract # 22-23-7A000 22.

Background:

Currently the City of Kingsville has no additional capacity for new cameras to be added to the system at any location. With the forthcoming statue and Chamberlain Park projects there is a need for additional cameras in order to provide coverage of the new assets. Cameras at the Municipal Building are not capable of clear viewing into the parking area where city vehicles are stored. Additionally, the existing network recorder manufacturer is no longer compliant under the National Defense Authorization Act and must be replaced with a different vendor's equipment for compliance in order to provide services to NAS Kingsville. The project will consist of a two-component purchase 1) Additional cameras for increased coverage at City Hall and Municipal Building facilities 2) new Vicon NDAA compliant video recording server.

Financial Impact:

Funds are available through General Fund ARP line item 121-5-2000-71200, of which \$200,000.00 are available this fiscal year. The purchase price is estimated to be \$112,985.04, so there is adequate funding for this item.

Please see attached proposals for above mentioned work.

Recommendation:

It is recommended the City approve the use of ARP funds for the installation of Vicon security cameras and video recording server with American Integrated Solutions of Corpus Christi, Texas through GoodBuy Purchasing Cooperative Contract # 22-23-7A000 22.





American Integrated Solutions
3636 S. Alameda, Ste. B, PMB 165
Corpus Christi, TX 78411
Ph. 361-334-5353 Fax: 361-334-5358
g.violett@aisfirst.com

**PROPOSAL AND
SALES CONTRACT**

Fire Alarms • Security Alarms • Sound Systems • Intercom Systems • Access Control Systems • CCTV Systems • Mobile Surveillance Systems

<u>CUST.PO.NO.</u>	<u>SALESMAN</u> Greg Violett	<u>TERMS</u> NET 30 DAYS	<u>DATE</u> 3/30/2023	<u>JOB NUMBER</u>	<u>TYPE</u> CCTV
<u>Invoice To</u> City of Kingsville			<u>Job Location</u> City Hall		
Kingsville, Texas					
Attn: Kyle Benson		Ph.#	Fax. #	Job Name New VMS and cameras.	
American Integrated Solutions, For and In Consideration of The Prices Herein Named, Proposes to Furnish the Work, And/Or Materials Hereinafter Described, Subject to The Conditions Outlined Below, And on The Accompanied Terms and Conditions.					
Price includes: All design, labor, materials, freight, and permit fees to provide the work as detailed hereinafter. All work will be performed during normal weekday working hours and installed in accordance with all state and local codes. Price Excludes: Any Painting, 120 vac Work, Conduit Work, After Hours Work, Drywall Repair, Lift Rental Fees, or any Special Equipment Rental Fees. All floor areas are to be cleared by the buyer to facilitate the installation work.					
<p>Scope of Work:</p> <p>AIS will install one VICON 144tb, 2RU, NVR with Valerus VMS. The unit will be loaded with 158 camera licenses for the existing 145 cameras and the 13 new cameras included in this contract. Each license will also have a Three-year Upgrade Protection Plan for future software features.</p> <p>There will also be included an application server with the system to handle the load for remote client and other application services.</p> <p>Included with the headend equipment will be the following equipment.</p> <p>(5) 32mp 360° cameras with the necessary mounting hardware.</p> <p>(2) 8mp Dome cameras with the necessary mounting hardware.</p> <p>(5) 5mp Dome cameras with the necessary mounting hardware.</p> <p>(1) 8mp Bullet camera with 18mm lens and the necessary mounting hardware.</p> <p>All conduits (provided with jet line), sleeves, bushings, raceways, back boxes, penetrations, fire caulking and 120-volt power necessary for the above system(s) are to be provided and installed by the electrical contractor.</p> <p>The price below includes design, materials, and labor.</p> <p>Goodbuy Award #237N000</p>					
TERMS OF THIS AGREEMENT ARE:					
<input type="checkbox"/> TIME AND MATERIAL <input type="checkbox"/> PRICE NOT TO EXCEED \$ _____ <input checked="" type="checkbox"/> FIXED PRICE OF \$ <u>112,985.04</u>					
IMPORTANT NOTICE TO CUSTOMER					
<p>A) THE TERMS OF PAYMENT FOR INVOICES RENDERED AGAINST THIS ORDER SHALL BE <u>NET 30 DAYS</u> FROM DATE OF INVOICE. INVOICES MAY BE RENDERED ON A "PROGRESS" BASIS, AND THE CUSTOMER AGREES TO PAY SUCH PROGRESS BILLINGS IN FULL, IN ACCORDANCE WITH THE TERMS OF PAYMENT.</p> <p>B) THE PRICE FOR WORK TO BE PERFORMED UNDER THIS AGREEMENT SHALL BE BASED UPON THE PREVAILING AMERICAN INTEGRATED SOLUTIONS PRICES FOR MATERIAL, LABOR, AND RELATED ITEMS, IN EFFECT AT THE TIME SUPPLIED UNDER THIS AGREEMENT, FURTHER, IN THE EVENT THAT THIS AGREEMENT IS EXCUTED ON A "PRICE NOT TO EXCEED" BASIS, THE PRICE TO THE CUSTOMER SHALL BE THE LESSER OF 1) THE LIMIT PRICE QUOTED, OR 2) THE ACTUAL CUMULATIVE BILLING BASED ON THE AFOREMENTIONED PREVAILING PRICES.</p> <p>C) THIS PROPOSAL NOT VALID IF NOT EXECUTED WITHIN THIRTY (30) DAYS OF THE DATE OF THE PROPOSAL.</p> <p>D) SEE PAGE TWO OF THIS ORDER FOR OTHER <u>TERMS AND CONDITIONS</u>.</p>					
ACCEPTED BY:					
_____ SIGNATURE OF AUTHORIZED CUSTOMER			_____ DATE		
_____ TITLE OF PERSON SIGNING			I HAVE RECEIVED A COPY OF THE TERMS AND CONDITIONS. _____ INITIALS OF AUTHORIZED CUSTOMER		

AGENDA ITEM #8

**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: Charlie Sosa, Purchasing Manager
DATE: April 10, 2023
SUBJECT: Security Camera System Upgrade via ARP Funding

Summary:

This item authorizes approval of the installation of 1) New Vicon security cameras for increased coverage of City Hall and Municipal Buildings and surrounding properties and 2) replacement of existing Network Video Recorders with a Vicon NDAA compliant video server allowing for the additional cameras and unified video recording across the majority of city sites by American Integrated Solutions of Corpus Christi, Texas through GoodBuy Purchasing Cooperative Contract # 22-23-7A000 22.

Background:

Currently the City of Kingsville has no additional capacity for new cameras to be added to the system at any location. With the forthcoming statue and Chamberlain Park projects there is a need for additional cameras in order to provide coverage of the new assets. Cameras at the Municipal Building are not capable of clear viewing into the parking area where city vehicles are stored. Additionally, the existing network recorder manufacturer is no longer compliant under the National Defense Authorization Act and must be replaced with a different vendor's equipment for compliance in order to provide services to NAS Kingsville. The project will consist of a two-component purchase 1) Additional cameras for increased coverage at City Hall and Municipal Building facilities 2) new Vicon NDAA compliant video recording server.

Financial Impact:

Funds are available through General Fund ARP line item 121-5-2000-71200, of which \$200,000.00 are available this fiscal year. The purchase price is estimated to be \$112,985.04, so there is adequate funding for this item.

Please see attached proposals for above mentioned work.

Recommendation:

It is recommended the City approve the use of ARP funds for the installation of Vicon security cameras and video recording server with American Integrated Solutions of Corpus Christi, Texas through GoodBuy Purchasing Cooperative Contract # 22-23-7A000 22.





American Integrated Solutions
3636 S. Alameda, Ste. B, PMB 165
Corpus Christi, TX 78411
Ph. 361-334-5353 Fax: 361-334-5358
g.violett@aisfirst.com

**PROPOSAL AND
SALES CONTRACT**

Fire Alarms • Security Alarms • Sound Systems • Intercom Systems • Access Control Systems • CCTV Systems • Mobile Surveillance Systems

<u>CUST. PO NO.</u>	<u>SALESMAN</u> Greg Violett	<u>TERMS</u> NET 30 DAYS	<u>DATE</u> 3/30/2023	<u>JOB NUMBER</u>	<u>TYPE</u> CCTV
<u>Invoice To</u> City of Kingsville			<u>Job Location</u> City Hall		
Kingsville, Texas					

Attn: Kyle Benson Ph.# Fax. # Job Name New VMS and cameras.

American Integrated Solutions, For and In Consideration of The Prices Herein Named, Proposes to Furnish the Work, And/Or Materials Hereinafter Described, Subject to The Conditions Outlined Below, And on The Accompanied Terms and Conditions.

Price includes: All design, labor, materials, freight, and permit fees to provide the work as detailed hereinafter. All work will be performed during normal weekday working hours and installed in accordance with all state and local codes. Price Excludes: Any Painting, 120 vac Work, Conduit Work, After Hours Work, Drywall Repair, Lift Rental Fees, or any Special Equipment Rental Fees. All floor areas are to be cleared by the buyer to facilitate the installation work.

Scope of Work:
AIS will install one VICON 144tb, 2RU, NVR with Valerus VMS. The unit will be loaded with 158 camera licenses for the existing 145 cameras and the 13 new cameras included in this contract. Each license will also have a Three-year Upgrade Protection Plan for future software features.

There will also be included an application server with the system to handle the load for remote client and other application services.

Included with the headend equipment will be the following equipment.
(5) 32mp 360° cameras with the necessary mounting hardware.
(2) 8mp Dome cameras with the necessary mounting hardware.
(5) 5mp Dome cameras with the necessary mounting hardware.
(1) 8mp Bullet camera with 18mm lens and the necessary mounting hardware.

All conduits (provided with jet line), sleeves, bushings, raceways, back boxes, penetrations, fire caulking and 120-volt power necessary for the above system(s) are to be provided and installed by the electrical contractor.

The price below includes design, materials, and labor.

Goodbuy Award #237N000

TERMS OF THIS AGREEMENT ARE:
☐ TIME AND MATERIAL ☐ PRICE NOT TO EXCEED \$ _____ ☒ FIXED PRICE OF \$ 112,985.04

IMPORTANT NOTICE TO CUSTOMER
A) THE TERMS OF PAYMENT FOR INVOICES RENDERED AGAINST THIS ORDER SHALL BE NET 30 DAYS FROM DATE OF INVOICE. INVOICES MAY BE RENDERED ON A "PROGRESS" BASIS, AND THE CUSTOMER AGREES TO PAY SUCH PROGRESS BILLINGS IN FULL, IN ACCORDANCE WITH THE TERMS OF PAYMENT.
B) THE PRICE FOR WORK TO BE PERFORMED UNDER THIS AGREEMENT SHALL BE BASED UPON THE PREVAILING AMERICAN INTEGRATED SOLUTIONS PRICES FOR MATERIAL, LABOR, AND RELATED ITEMS, IN EFFECT AT THE TIME SUPPLIED UNDER THIS AGREEMENT, FURTHER, IN THE EVENT THAT THIS AGREEMENT IS EXECUTED ON A "PRICE NOT TO EXCEED" BASIS, THE PRICE TO THE CUSTOMER SHALL BE THE LESSER OF 1) THE LIMIT PRICE QUOTED, OR 2) THE ACTUAL CUMULATIVE BILLING BASED ON THE AFOREMENTIONED PREVAILING PRICES.
C) THIS PROPOSAL NOT VALID IF NOT EXECUTED WITHIN THIRTY (30) DAYS OF THE DATE OF THE PROPOSAL.
D) SEE PAGE TWO OF THIS ORDER FOR OTHER TERMS AND CONDITIONS.

ACCEPTED BY:

_____	_____
SIGNATURE OF AUTHORIZED CUSTOMER	DATE
_____	I HAVE RECEIVED A COPY OF THE TERMS AND CONDITIONS.
TITLE OF PERSON SIGNING	INITIALS OF AUTHORIZED CUSTOMER

AGENDA ITEM #9

City of Kingsville
Finance Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Charlie Sosa, Purchasing Manager

DATE: April 10, 2023

SUBJECT: Pool Payment Kiosk via ARP Funding

Summary:

This item authorizes approval of the purchase and installation of a payment kiosk at Brookshire Pool for the purpose of eliminating the need for cash handling by staff and to allow for card payment options for Pool related fees. This kiosk would be provided by AdComp Systems Group of Lewisville, Texas. This is the same entity that provided the existing kiosk located at the Municipal Building site.

Background:

Currently the City of Kingsville's pool operation does not have an established digital Point-of-Sale system. Due to this the pool is reliant on physical cash handling and cannot process a card-based payment. Additionally, Finance Department staff must rely on paper documentation in order to reconcile payments made to the Pool in the form of cash. This project consists of two-component purchase 1) a payment kiosk to be located by the entrance of the pool outfitted with both bill and change dispensers as well as credit card reader 2) software to integrate with Tyler Technologies' ERP Pro 10 for the purpose of importing payment information.

Financial Impact:

Funds are available through General Fund ARP line item 121-5-1030-31400, of which \$200,000.00 from the Broadband commitment are available this fiscal year. The purchase price is estimated to be \$40,259, so there is adequate funding for this item.

Please see attached proposals for above mentioned items.

Recommendation:

It is recommended the City approve the use of ARP funds for the purchase and installation of a payment kiosk and associated software from AdComp Systems Group of Lewisville, Texas.

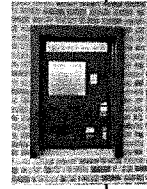


2023 PRICING - JACK - Citation Smart - Web - Voice - Mobile - POS

Please complete & email or fax to us

Company:	INDOOR OR OUTDOOR
Contact:	Kingsville, recreation and gift store
Title:	
PO#:	
Email:	
Date:	3/29/2023
Signature:	

outdoor: 60"Hx26"Wx21"D
500 lbs
Indoor: 77"Hx19"Wx14"D
200 lbs



www.adcompsystems.com
877-275-7694 Fax: 877-767-9747
sales@adcompsystems.com

No.	Item	Qty	Unit \$	Price \$	Remarks
1	JACK: With touchscreen, Receipt Printer, Cabinet, Bill Acceptor, CC Reader. Base Payment Kiosk Software to accept cash, credit cards & check payments	1	18245	18,245.00	Kiosk cabinets have the ability to be bolted to the floor or wall for added security.
2	Additional Department - Base Software	1	2700	2,700.00	cost for additional department eg: utilities / courts etc.

Upgrade to JACK Senior

3	Advanced Payment Kiosk Software to lookup balance and update payments using software API or lockbox file.	1	4300	4,300.00	Charged per department. eg: utilities / courts etc. Your software management company may charge additional API or lockbox fees - we can't control that.
4	Check MICR Reader / Imager	0	2390	0.00	Highly Recommended: For utility payments only
5	Bill Dispenser/Recycler - 2 denomination	1	2800	2,800.00	Only if bill change is to be given.
6	5 Denomination coin dispenser.	1	2371	2,371.00	Not recommended unless you are accepting court fines and tax payments that have coins.
7	Barcode Reader	0	785	0.00	Recommended: If Barcode is on the bill stub.
8	Outside Enclosure (weatherizing).	0	4500	4,500.00	Still needs to be installed so its not directly in the weather
9	Security Cameras - in the safe and outfacing	1	1143	1,143.00	4 port DVR and 3 cameras included
10	Setup, configuration & training (upto 2 days).Does not include travel. Can be onsite or remote.	1	1200	1,200.00	Physical install of kiosk to be done by customer's contractor.
	Har Total			37,259.00	TOTAL \$40,259
	Enter additional numbers for the specs you would like.				
11	One time set up fee for web payments \$3k per department	1	3000	3,000.00	
	Adcomp Gateway fee's may apply				

Annual maintenance contract (20%) of the total invoice.

All orders are confirmed with a 100% advance payment.

Shipping and Handling is not included. Taxes if applicable are not included.

12	Web and Kiosk CC payments are charged to the end user at \$1 per transaction, client absorbs all CC fee's as they do now.		1	1.00	Per Kiosk or Web payment per cc transaction

AGENDA ITEM #10

**City of Kingsville
Department Name**

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: Juan J. Adame, Fire Chief
DATE: March 24, 2023
SUBJECT: Fire Department Budget Amendment

Summary:

The Kingsville Fire Department is requesting approval to amend the FY 22-23 budget to carry-over surplus funds from a grant from the Coastal Bend Regional Advisory Council (CBRAC) in the amount of \$6,121.00.

Background:

Each year CBAC distributes funds to emergency medical services departments based on the number of EMS calls.

Financial Impact:

No financial impact. This grant will be used to purchase medical equipment and supplies.

Recommendation:

Approve the carryover of surplus funds from the CBRAC grant in the amount of \$6,121.00.



7082

88-328/1149



CHECK ARMOR
FRAG PROTECTION

**COASTAL BEND REGIONAL
ADVISORY COUNCIL
PO BOX 18460
CORPUS CHRISTI TX 78480**

03/16/2023

PAY TO THE ORDER OF City of Kingsville Fire Dept

\$**6,121.00

Six thousand one hundred twenty-one and 00/100*****:

DOLLARS

City of Kingsville Fire Dept
Attn: Chief Adame
119 N. 10th St.
Kingsville, TX 78363

Two Signatures Required
Void After 90 Days

MEMO

FY23 EMS County Grant - Kleberg County

11 00708 211

AUTHORIZED SIGNATURE

7082

03/16/2023

City of Kingsville Fire Dept

Date
03/16/2023

Type
Bill

Reference
FY23 EMS CTY

Original Amount
6,121.00

Balance Due
6,121.00

Payment	
6,121.00	
6,121.00	

Check Amount

RAC-Primary

FY23 EMS County Grant - Kieberg County

6,121.00

AGENDA ITEM #11

**City of Kingsville
Department Name**

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: Juan J. Adame, Fire Chief
DATE: March 24, 2023
SUBJECT: Fire Department Budget Amendment

Summary:

The Kingsville Fire Department is requesting approval to amend the FY 22-23 budget to carry-over surplus funds from a grant from the Coastal Bend Regional Advisory Council (CBRAC) in the amount of \$6,121.00.

Background:

Each year CBAC distributes funds to emergency medical services departments based on the number of EMS calls.

Financial Impact:

No financial impact. This grant will be used to purchase medical equipment and supplies.

Recommendation:

Approve the carryover of surplus funds from the CBRAC grant in the amount of \$6,121.00.



RAC-Primary	FY23 EMS County Grant - Kleberg County	6,121.00
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ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO ACCEPT AND EXPEND GRANT FUNDS FROM THE COASTAL BEND REGIONAL ADVISORY COUNCIL FOR FIRE DEPARTMENT MEDICAL SUPPLIES.

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#39

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 027 – EMS Fund					
<u>Revenues</u>					
2200	Fire	State Grants	72010	\$6,121	
<u>Expenditures</u>					
2200	Fire	Medical Supplies	22400	\$6,121	

[To amend the City of Kingsville FY 22-23 budget to accept and expend grants funds from the Coastal Bend Regional Advisory Council for medical supplies. Funding will come from the grant funding for this purpose.]

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 10th day of April 2023.

PASSED AND APPROVED on this the ____ day of April 2023.

EFFECTIVE DATE:_____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #12

Reslm-Accept #

**City of Kingsville
Police Department**

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: Ricardo Torres, Chief of Police
DATE: March 24, 2023
SUBJECT: Operation Stonegarden, OPSG FY22 Grant#3194308

Summary:

The Kingsville Police Department has been invited to participate and additional year of OPSG and has been conditionally approved for participation during performance period beginning 04/01/2023 and ending 02/29/2024.

Background:

Kleberg County and identified Friendly Forces will participate in Operation Stonegarden (OPSG) for Funding Year 2023. The participating agencies will utilize OPSG funding to enhance enforcement efforts along ingress/egress routes leading from the U.S./Mexico border and into the interior of the United States. OPSG funding will be used for the essential capability enhancement of participating agencies to coordinate operations with the U.S. Border Patrol to support border security efforts within the Rio Grande Valley Border Patrol Sector.

Financial Impact:

The grant for "Operation Stonegarden" is a reimbursement type but does not require any cash match. We have been approved \$96,300.00 in overtime, \$1,120.00 for grant management, \$15,500.00 in fringe benefits, \$24,000.00 for thermal imagers, \$10,000.00 to cover fuel costs. And \$65,452.00 for the purchase of an almost fully outfitted police unit.

Our total allotment is \$212,372.00

Recommendation:

We would request a resolution approving the acceptance of this grant via the Office of the Governor eGrants portal by the grantee's authorized official as designated by the City Manager, Chief Ricardo Torres. We also request a budget amendment to the current FY 2022-2023 for use of the funds as soon as they are available. Please place this on the next available agenda. Thank you for your assistance regarding this matter.



RESOLUTION NO. 2023-_____

A RESOLUTION APPLYING FOR AND ACCEPTING FUNDS FOR OPERATION STONEGARDEN GRANT# 3194308 WITH THE HOMELAND SECURITY GRANTS DIVISION OF THE GOVERNOR'S OFFICE FOR BORDER SECURITY TO INTERDICT CRIMINAL ACTIVITY WITH NO ANTICIPATED CASH MATCH; AUTHORIZING THE KINGSVILLE CHIEF OF POLICE TO ACT ON THE CITY'S BEHALF WITH SUCH PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Homeland Security Grants Division of the Governor's Office had previously invited the City of Kingsville Police Department to participate in a grant for Border Security in an effort to deter and facilitate directed actions to interdict criminal activity; and

WHEREAS, the City of Kingsville has previously been allowed to apply for reimbursement of overtime for law enforcement personnel and dispatchers, and other allowed costs associated with this project (including but not limited to things like overtime, fringe benefits, vehicles, mileage, and administrative costs) that will assist with the deterrence of illegal activity in our area;

WHEREAS, the City Commission of the City of Kingsville finds that it is in the best interest of the citizens of Kingsville, that the Kingsville Police Department participate in an application to and accept funds from the Office of the Governor's Homeland Security Grant Division for Operation Stonegarden for grant monies for reimbursement for personnel costs, fuel and maintenance and other allowable grant expenses for law enforcement purposes for Grant Period Funding Year 2022 OPSG, whose performance period is 4/01/23-2/29/24; and

WHEREAS, the City agreed to provide the applicable matching funds for the said project, if any, as required by the Office of the Governor for the Operation Stonegarden Grant Program grant application; and

WHEREAS, the City agreed that in the event of loss or misuse of the Office of the Governor grant funds, the City of Kingsville City Commission assures that the funds received through the grant will be returned to the Office of the Governor in full;

WHEREAS, the City Commission of the City of Kingsville designated the Kingsville Chief of Police as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and

WHEREAS, the City Kingsville Police Department was recently notified that its total grant allotment is \$212,372.00 in funds to cover personnel costs, fuel, maintenance, and equipment (which includes but may not be not limited to things like overtime, fringe benefits, vehicles, mileage, and administrative costs) through Operation Stonegarden, which is a reimbursement type grant that does not require any cash match.

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

I.

THAT the City Commission of the City of Kingsville accepts the Operation Stonegarden grant funds for Grant Period FY22 and participation in the Operation Stonegarden Grant Program for reimbursement or personnel costs, fuel, maintenance, and equipment (which includes but may not be not limited to things like overtime, fringe benefits, vehicles, mileage, and administrative costs) for law enforcement purposes to the Office of the Governor and designates the Kingsville Chief of Police or his designee as the grantee's authorized official.

II.

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

PASSED AND APPROVED by a majority vote of the City Commission the 10th day of April, 2023.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM

Courtney Alvarez, City Attorney

AGENDA ITEM #13

**City of Kingsville
Police Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Ricardo Torres, Chief of Police

DATE: March 24, 2023

SUBJECT: Operation Stonegarden, OPSG FY22 Grant#3194308

Summary:

The Kingsville Police Department has been invited to participate and additional year of OPSG and has been conditionally approved for participation during performance period beginning 04/01/2023 and ending 02/29/2024.

Background:

Kleberg County and identified Friendly Forces will participate in Operation Stonegarden (OPSG) for Funding Year 2023. The participating agencies will utilize OPSG funding to enhance enforcement efforts along ingress/egress routes leading from the U.S./Mexico border and into the interior of the United States. OPSG funding will be used for the essential capability enhancement of participating agencies to coordinate operations with the U.S. Border Patrol to support border security efforts within the Rio Grande Valley Border Patrol Sector.

Financial Impact:

The grant for "Operation Stonegarden" is a reimbursement type but does not require any cash match. We have been approved \$96,300.00 in overtime, \$1,120.00 for grant management, \$15,500.00 in fringe benefits, \$24,000.00 for thermal imagers, \$10,000.00 to cover fuel costs. And \$65,452.00 for the purchase of an almost fully outfitted police unit.

Our total allotment is \$212,372.00

Recommendation:

We would request a resolution approving the acceptance of this grant via the Office of the Governor eGrants portal by the grantee's authorized official as designated by the City Manager, Chief Ricardo Torres. We also request a budget amendment to the current FY 2022-2023 for use of the funds as soon as they are available. Please place this on the next available agenda. Thank you for your assistance regarding this matter.



ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO ACCEPT AND EXPEND GRANT FUNDS FROM OPERATION STONEGARDEN FOR VARIOUS POLICE DEPARTMENT EXPENDITURES.

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#40

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 016 – Stonegarden Grant					
<u>Revenues</u>					
2100	Police	Federal Grants	72005	\$212,372	
<u>Expenditures</u>					
2100	Police	Overtime	11227	\$96,300	
2100	Police	TMRS	11427	\$8,100	
2100	Police	FICA	11528	\$7,400	
2100	Police	Motor Gas & Oil	21500	\$10,000	
2100	Police	Professional Services	31400	\$1,120	
2100	Police	Machinery & Equipment	71200	\$24,000	
2100	Police	Vehicles	71119	\$65,452	

[To amend the City of Kingsville FY 22-23 budget to accept and expend Operation Stonegarden grants funds for various Police Department expenditures. Funding will come from the grant funding for this purpose.]

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 10th day of April 2023.

PASSED AND APPROVED on this the ____ day of April 2023.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #14

City of Kingsville
Public Works, Street Division

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: William Donnell, Director of Public Works

DATE: March 31, 2023

SUBJECT: Fund 001 Budget Amendment Request

Summary:

This item authorizes additional funding for vehicle and equipment maintenance in the Street Division.

Background:

During the current budget the Street and Garage Divisions have tried to keep maintenance and repair costs within budget. Unfortunately, the cost for parts and outsourced mechanic labor is very expensive. The division has currently expensed \$56,375, mostly for repairs on the following units: Unit 5110 backhoe(\$6,710), Unit 534 dump truck(\$9,991), Unit 505 dump truck(\$10,590), Unit 5105 F-350(\$9,023) and Unit 5117 wheel loader(\$2,757). Additional expenses thru February for inventory supplies in the Garage is \$6,944. Encumbrances are nearly \$9,000 for needed repairs including Unit 5108 dump truck (\$6,237).

Financial Impact:

This will reduce unappropriated Fund 001 balance by \$35,000 and increase the Vehicle Maintenance line item 001-5-3050-41100 by \$35,000.

Recommendation:

Staff is requesting approval of funds to cover unforeseen repairs and monthly maintenance costs for the remaining budget.



ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO APPROPRIATE FUNDING TO COVER ADDITIONAL STREET DEPARTMENT VEHICLE MAINTENANCE.

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#41

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 – General Fund					
<u>Expenditures</u>					
3050	Street	Vehicle Maint	41100	\$35,000	
1030	City Special	Budget Amend Reserve	86000		\$35,000

[To amend the City of Kingsville FY 22-23 budget to appropriate funding for additional funding for Street Department vehicle maintenance. Funding will come from the General Fund Budget Amendment Reserve line item.]

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 10th day of April 2023.

PASSED AND APPROVED on this the ____ day of April 2023.

EFFECTIVE DATE:_____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney