

City of Kingsville, Texas

AGENDA CITY COMMISSION MONDAY, AUGUST 14, 2023 REGULAR MEETING

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

Live Videostream: <https://www.facebook.com/cityofkingsvilletx>

I. Preliminary Proceedings.

OPEN MEETING

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

MINUTES OF PREVIOUS MEETING(S)

Regular Meeting July 24, 2023

APPROVED BY:


Mark McLaughlin
City Manager

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

1. Public Hearing on request to replat The Estates at Wildwood Trail Phase 2, Lot 40, also known as 1404 Lewis Street and The Estates at Wildwood Trail Phase 2, Lot 39, also known as 1426 Lewis Street, Kingsville, TX 78363. Owner/Applicant, Cassandra Canela & Jacob Castillo. (Interim Planning & Development Services Director).
2. Public Hearing on request to replat Neesen Subdivision, Block 1, Lots 1-8 (Chevrolet Dealership), about 9.5499 acres, also known as 2007 S. US Hwy 77 Bypass, Kingsville, TX 78363. Applicant, Roberto Cardenas; Owner, Neessen Real Estate Holdings, Ltd.. (Interim Planning & Development Services Director).

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 appropriate funding for sewer main pumping costs on General Cavazos, Corral, and Santa Gertrudis. (Public Works Director).
2. Motion to approve final passage of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate funding for the emergency repair on 4th Street between Santa Gertrudis and Ella. (Public Works Director).
3. Motion to approve final passage of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate additional funding for Sanitation and Landfill vehicle maintenance. (Public Works Director).
4. Motion to approve final passage of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate funding for Golf Course equipment and greens improvements. (Parks Director).
5. Motion to approve final passage of an ordinance amending the City of Kingsville Code of Ordinances Chapter III-Administration, Article 3-Departments, Boards, & Commissions, Section 101, providing for revisions to the King Ranch Representative on the Hotel Occupancy Tax Advisory Board. (Tourism Director).
6. Motion to approve final passage of an ordinance amending the City of Kingsville Code of Ordinances Section 9-3-52, providing for the mandatory spay/neuter of an animal following impoundment. (Health Director/ City Manager).
7. Motion to approve a resolution authorizing the City Manager to execute an Interlocal Agreement for E9-1-1 Public Safety Answering Point Services between the City of Kingsville and the Coastal Bend Council of Governments. (is renewed every 2 years at no cost). (City Attorney).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

8. Consider a resolution nominating BASF Corporation to the Office of the Governor Economic Development and Tourism ("OOGEDT") through the Economic Development Bank for designation as a Qualified Business and Enterprise Project under the Texas Enterprise Zone Program under the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code. (City Attorney).
9. Consider a resolution authorizing the City Manager to enter into a Collective Bargaining Agreement between the City of Kingsville, Texas and the Kingsville Law Enforcement Association for Fiscal Year 2023-2025. (Human Resources Director).
10. Consider ordinance calling a special election for a venue project election in accordance with Chapter 334, Local Government Code, to be held in the City of Kingsville, Texas and other matters related thereto. (City Manager).
11. Consider accepting \$129,760 contribution from Kleberg County for L.E. Ramey Golf Course Greens Renovation Project. (project done this FY; County approved 7/31/23). (Finance Director/City Manager).
12. Consider request to replat The Estates at Wildwood Trail Phase 2, Lot 40, also known as 1404 Lewis Street and The Estates at Wildwood Trail Phase 2, Lot 39, also known as 1426 Lewis Street, Kingsville, TX 78363. Owner/Applicant, Cassandra Canela & Jacob Castillo. (Interim Planning & Development Services Director).
13. Consider request to replat Neesen Subdivision, Block 1, Lots 1-8 (Chevrolet Dealership), about 9.5499 acres, also known as 2007 S. US Hwy 77 Bypass, Kingsville, TX 78363. Applicant, Roberto Cardenas; Owner, Neessen Real Estate Holdings, Ltd. (Interim Planning & Development Services Director).
14. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances Chapter VII, Article 8, Section 3-Traffic Control Devices, providing for the authority to place a yield sign on Shirley Drive at Virginia Avenue for Eastbound traffic and on Parker Drive at Shirley Drive for Northbound traffic, and to update other language. (City Engineer).
15. Consider introduction of an ordinance vacating, abandoning, and closing a 60-footwide right-of-way on E. Johnston Avenue between Union Pacific Railroad and South Sixth street in the First and Fourth Addition, while retaining a utility easement. (City Engineer).
16. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate funding for the CO Series 2023 for the water meter replacement project. (Purchasing Manager).
17. Discussion on compensation plan study by Evergreen. (Human Resources Director).
18. Discussion on proposed Fiscal Year 2023-2024 Budget. (as per budget calendar). (Finance Director/City Manager).
19. Consider approving certification of 2022 excess debt collections and certification of 2023 anticipated collection rate. (Finance Director).

20. Consider accepting 2023 certified total appraised assessed and taxable values of all and new property in the City of Kingsville as certified by the Kleberg County Appraisal District. (Finance Director).

21. Consider proposed tax rate, if it will exceed the no-new revenue tax rate or the voter-approval rate (whichever is lower), take record vote, and schedule public hearing for 5:00p.m. on September 5, 2023, at City Hall in the Helen Kleberg Groves Community Room, 400 W. King Avenue, Kingsville, Texas 78363. (Finance Director).

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

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:

August 10, 2023, at 11:00 A.M. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

Mary Valenzuela

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)

JULY 24, 2023

A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, JULY 24, 2023, IN THE HELEN KLEBERG GROVES COMMUNITY ROOM, 400 WEST KING AVENUE, KINGSVILLE, TEXAS AT 5:00 P.M.

CITY COMMISSION PRESENT:

Sam R. Fugate, Mayor - arrived @ 5:14 P.M.
Hector Hinojosa, Commissioner
Edna Lopez, Commissioner
Norma N. Alvarez, Commissioner
Ann Marie Torres, Commissioner

CITY STAFF PRESENT:

Mark McLaughlin, City Manager
Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
Kyle Benson, IT Manager
Derek Williams, IT
Janine Reyes, Tourism Director
Rudy Mora, Engineer
Bill Donnell, Public Works Director
Diana Gonzales, Human Resources Director
Kwabena Agyekum, Senior Planner/HPO
Emilio Garcia, Health Director
Susan Ivy, Parks & Recreation Director
Deborah Balli, Finance Director
Rudy Mora, Engineer
Bradley Lile, Commander
Charlie Sosa, Purchasing Manager
Mike Mora, Capital Improvements Manager

I. Preliminary Proceedings.

OPEN MEETING

Mayor ProTem Hinojosa opened the meeting at 5:00 P.M. with four commission members present. Mayor Fugate arrived at 5:14 P.M.

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 June 12, 2023

Motion made by Commissioner Lopez to approve the minutes of June 12, 2023, as presented, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote Alvarez, Lopez, Torres voting “FOR”. Hinojosa “ABSTAINED”.

Special Meeting June 20, 2023

Motion made by Commissioner Alvarez to approve the minutes of June 20, 2023, as presented, seconded by Commissioner Torres. The motion was passed and approved by the following vote: Alvarez, Torres, Hinojosa voting “FOR”. Lopez “ABSTAINED”.

Mayor ProTem requested that the minutes for July 10, 2023, be considered when Mayor Fugate arrives, as there were only two commission members that were present for this meeting, and the vote would need three members.

Regular Meeting July 10, 2023

Motion made by Commissioner Lopez to approve the minutes of July 10, 2023, as presented, seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Hinojosa, Lopez, Fugate voting "FOR". Alvarez and Torres "ABSTAINED".

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

Commissioner Alvarez and Commissioner Torres gave a brief update on their attendance at the NALEO Annual Conference in New York.

Mr. Mark McLaughlin, City Manager gave an update on Public Works equipment and streets. He further stated that the rescue groups have been a great assistance in rescuing dogs kenneled at the Health Department. He also reported that city staff will be meeting, via Zoom, on the S&P Bond Insurance this week. New water meters will be installed throughout the city beginning Monday. He further reported that he has received notice that the Appraisal District will be late in submitting numbers to the city, which by law, the numbers should be submitted by July 25th of every year. Mr. McLaughlin further commented that ICE Engineering has provided, to the Commission, a four-page update on projects ICE Engineering is working on.

Mr. Charlie Cardenas and Mr. Jesus Jimenez, ICE Engineering gave a brief update on projects ICE Engineering is currently working on for the city.

Mr. Cardenas reported that they have been advertising for the first project, which is an emergency project, which is a line that goes to the 3MGD Plant. Bids for this project should be received by August 15th and fourteen days after that, they will give you a notice to proceed. Mr. Cardenas stated that the next project after this project will be the rehab of 76 manholes, which should be on August 29th. This is the three-pump lift station by the Pasadena force main going down to Loop 428 and having 14th Street slipped-lined which

is scheduled for September. Mr. Cardenas stated that some projects may take longer than others, and some projects may take over a year to complete. Lott Street will be under construction as well as a bigger project on 10th Street, from Ragland to Santa Gertrudis which is one mile of wastewater improvements. He further stated that other projects will be the rehab of lift stations to make sure they have the ability for backup power, should the city have a power outage. He states that by the end of this project, all lift stations should have the ability to have backup power. Mr. Cardenas stated that by December 2023, the Caesar Street project should begin.

Commissioner Alvarez commented that she thought that this project was going to be the first project.

Mr. Cardenas responded that it is the first project in the stormwater category. He further stated that they are still waiting for the environmental clearance for all the stormwater projects. He further stated that the environmental clearance was received last month for the wastewater projects. Mr. Cardenas stated that there is a project on 6th Street towards the park by Chandler Acres which is a stormwater project, the Texas Historical Commission raised a flag stating that this was in a historic archeological area, near the Historic Marker within this area.

Commissioner Hinojosa asked if staff could publish the update on these projects on the city's website.

Mr. Jimenez suggested that between this bid opening and the second bid opening, maybe have a public hearing and invite the entities to give them an update on the upcoming projects around the city.

Ms. Courtney Alvarez, City Attorney reported that the next city commission meeting is scheduled for Monday, August 14th. The deadline for staff to submit their agenda items for this meeting is Friday, August 4, 2023. She further reported that budget workshops have been tentatively scheduled for the following days, Monday, August 21st, Tuesday, August 22nd, and Monday, August 28, 2023.

IV. Public Comment on Agenda Items.³

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

No public comments were made.

V.

Consent Agenda

Notice to the Public

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 appropriate Tourism ARP Funding for Video Signage. (at Tourism Center; Commission authorized use of Tourism ARP Funds on 6/12/23). (Finance Director).

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

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

2. Discuss and consider employee medical health insurance plan and renewal with United Healthcare. (Human Resources Director).

Mrs. Diana Gonzales, Human Resources Director, and Baleria Ybarra from Carlisle Insurance gave a brief presentation on employee medical health insurance.

Mrs. Gonzales stated that the original increase for the plan was 14.9% overall. After a discussion with United Health Care, it was reduced to 12% overall. The financial impact of the renewal rates is approximately \$511,902 if all budgeted positions were to be filled for the entire fiscal year. The approximate increased cost is subject to change as the city experiences a number of vacancies throughout the year. It is proposed that the increased premiums be absorbed by the City by utilizing the Health Fund balance, which is about \$3 million. It is being proposed that the employee premiums remain at the existing Fiscal Year 2022-2023 rates with the city rates changing to absorb the increased premiums.

Ms. Alvarez commented that the balance that was just mentioned regarding the Health Fund, those funds can only be used for this purpose as they are restricted in their use.

Mr. McLaughlin stated that this is the way it was built for this budget which incorporates these numbers in the budget for the increase, the fund balance that is being used is from the self-insurance fund. The city is giving the employees one more year of no increase or change in what the employee may pay but for the fiscal year 2024-2025, there will be a change to both the employee and employer.

Mrs. Gonzales stated that there is no change to the plan design, all remain the same, but there are certain medications that will be reduced or will cost zero dollars to the employee.

Commissioner Torres asked that with regards to the pharmaceutical medications, are they being changed to different categories. Mrs. Gonzales stated that with regard to the tiers, where the medication falls, and in what tier, United Health Care does make updates to that.

Ms. Ybarra stated that any updates to the Prescription Drug List (PDL), they will get before any changes are implemented. The information will be forwarded to the city so that the city may get that information out to its employees.

Motion made by Commissioner Alvarez to approve the employee medical health insurance plan and renewal with United Healthcare, seconded by Commissioner Lopez.

Commissioner Torres asked if the percentage to be approved is 12%. Commissioner Alvarez stated that this is her motion to be at 12%.

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

3. Consider a resolution authorizing the City Manager to execute an agreement for Tranquitas Creek Bridge Repairs between the City and Mammoth Foundation Repair, LLC. (RFQ #23-07 awarded on 7/10/23). (City Engineer).

Motion made by Commissioner Lopez to approve the resolution authorizing the City Manager to execute an agreement for Tranquitas Creek Bridge Repairs between the City and Mammoth Foundation Repair, LLC. (RFQ #23-07 awarded on 7/10/23), seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Lopez, Torres, Hinojosa, Alvarez, Fugate voting "FOR".

4. Consider awarding RFQ#23-06 for Landfill MSW Type I Drainage Improvements, Access Road Alignment, Construction, and Permitting Engineering Services as per staff recommendation. (Purchasing Manager).

Mr. Charlie Sosa, Purchasing Manager stated that this item authorizes the city to negotiate a contract with Hanson Engineering for Landfill MSW Type I Drainage Improvements, access road alignment, construction, and permitting engineering services for the city. Staff published a request for qualifications 23-06 in the newspaper on June 1, 2023, and June 8, 2023. Responses were accepted until 2:00 p.m. on June 27, 2023. Three responses were received from the following Hanson Engineering, CEC Engineering, and Mendez Engineering. Staff reviewed the responses received and found the information received to be responsive. The Selection Review Committee scored the three firms based on experience, capacity to perform, and familiarity with landfill drainage projects. The Selection Committee selected Hanson Engineering from Corpus Christi as they were determined to be the most highly qualified firm for the project. There is no financial impact at this time. It is staff's recommendation to award the landfill MSW Type I Drainage Improvements, Access Road Alignment, Construction, and permitting engineering services RFQ 23-06 to Hanson Engineering and authorizes staff to negotiate a contract with Hanson Engineering of Corpus Christi.

Motion made by Commissioner Alvarez to approve the award of RFQ#23-06 for Landfill MSW Type I Drainage Improvements, Access Road Alignment, Construction, and Permitting Engineering Services as per staff recommendation, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Torres, Hinojosa, Alvarez, Lopez, Fugate voting "FOR".

5. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate funding for sewer main pumping costs on General Cavazos, Corral, and Santa Gertrudis. (Public Works Director).

Mr. Bill Donnell, Public Works Director commented that this item authorizes additional funding in the Wastewater Collections Division for unforeseen bypass pumping expenses on the 12" sewer main crossing on General Cavazos and the 18" sewer main located between Corral Ave. and Santa Gertrudis. The 12" sewer main repair on General Cavazos required a little over a month of bypass pumping to allow for an emergency pipe bursting repair under General Cavazos. Bypass pumping for this repair was \$7,957.00. Wastewater Collections is currently operating a bypass pump with hoses to maintain flow in the 18" main between Corral Ave and Santa Gertrudis. This line was found to be collapsed near the middle of the field. This project is under design by ICE Engineering and scheduled for replacement next month via General Land Office Mitigation funding. Since this line is planned to be replaced, staff is utilizing bypass pumping to keep the sewer flowing instead of a costly temporary repair. The bypass pumping expense is currently at \$19,764.00 and will continue to increase until the

replacement of the broken section is complete. Staff has purchased 500 feet of hose and is requesting funds to purchase another 500 feet of hose to eliminate the hose rental charges. The additional hose purchase would be \$9,688.00 for the total cost of this bypass to be \$29,452.00. This will reduce the unappropriated Fund 051 balance by \$37,409.00 and increase the Utility Plant line item by \$37,409.00.

Introduction item.

6. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate funding for the emergency repair on 4th Street between Santa Gertrudis and Ella. (Public Works Director).

Mr. Donnell commented that during the current budget in the month of December, a sinkhole was identified and was found to be a failing 24" storm pipe. Due to the location of the 18" water line and 8" wastewater lines in relation to the storm pipe, it was determined the safest repair was to slip line the failing spot of a storm pipe. Contract, Bridges Specialties was called to make the emergency repair at a cost of \$33,700.00. The repair was completed without disturbing the water and wastewater lines.

Introduction item.

7. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate additional funding for Sanitation and Landfill vehicle maintenance. (Public Works Director).

Mr. Donnell commented that during the current budget for Sanitation, the vehicle maintenance account is currently over budget by \$24,752.00 due to necessary vehicle maintenance and repairs. The new garbage trucks have lowered the annual repair costs but not to the amount of the approved budget. Staff is requesting an additional \$50,000.00 to cover sanitation repairs and maintenance during this fiscal year. The landfill vehicle maintenance account has a balance of \$816.00. Staff is requesting an additional \$20,000.00 to cover vehicle and equipment maintenance during the remainder of this fiscal year.

Commissioner Torres asked if the new trucks needed repairs. Mr. Donnell responded no.

Introduction item.

8. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate funding for Golf Course equipment and greens improvements. (Parks Director).

Mrs. Susan Ivy stated that staff is asking the commission to authorize the allocation of \$13,642.95 from the Golf Course Capital Maintenance funds balance to pay for the purchase of a Verticut mower for \$10,642.95 and sand for \$3,000.00 to maintain the new greens and other repairs and improvements that will be needed before the end of the fiscal year.

Commissioner Hinojosa asked if this was equipment only to be used for the Golf Course.

Mayor Fugate responded that this is a specialized equipment to be used on the greens.

Commissioner Torres asked if staff was considering contracts with the surrounding schools for their golf teams. Mrs. Ivy responded that the Golf Course already has contracts in place with the surrounding schools for their golf teams.

Introduction item.

9. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances Chapter III-Administration, Article 3-Departments, Boards, & Commissions, Section 101, providing for revisions to the King Ranch Representative on the Hotel Occupancy Tax Advisory Board. (Tourism Director).

Ms. Janine Reyes, Tourism Director stated that due to the restructuring of local leadership, roles, and responsibilities at the King Ranch representative role in the ordinance to broaden the scope of the King Ranch representative.

Introduction item.

10. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances Section 9-3-52, providing for the mandatory spay/neuter of an animal following impoundment. (Health Director/ City Manager).

Mr. Emilio Garcia, Health Director explained the mandatory spay/neuter of an animal following impoundment. The ordinance reads that an owner of an impounded animal must, after its release to the owner, have their animal spayed or neutered no later than the fortieth day following the notification of violation. A person commits an offense if the person is required by this section to spay or neuter their animal and shall submit a certification signed by a licensed veterinarian that the procedure was performed no later than the fortieth day following notification. There is an exemption that could be made by the Health Director that would authorize an owner from the requirements of this section if the owner proves that it is a member of a national breed club or was regularly shown during the six-month period immediately preceding impoundment.

Mayor Fugate asked if any surrounding cities have an ordinance in place like this. Mr. Garcia responded yes; the City of Corpus Christi has this in place. He further stated that he has spoken to the representative from the City of Corpus Christi, but the individual did not have any numbers to show how well the ordinance was doing. Mr. Garcia further commented that every case would be different.

Commissioner Lopez asked who would be enforcing this ordinance. Mr. Garcia responded that for dog impoundment, the owner will have 30 days to spay/neuter. Staff will be tracking this and if the owner does not comply with the ordinance, they will receive a citation.

Commissioner Alvarez asked for the cost of the citation. Mr. Garcia responded that the citation would be set by the Municipal Court Judge. He further commented that he hopes that this will help people be more responsible for their pets.

Introduction item.

VII. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 5:58 P.M.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, TRMC, CMC, City Secretary

PUBLIC HEARING(S)

PUBLIC HEARING #1



MEMO

Date: August 2, 2023

To: Mark McLaughlin (City Manager)

From: Kobby Agyekum (Interim Director of Planning and Development Services)

Subject: **Cassandra Canela & Jacob Castillo; requesting to replat of The Estates at Wildwood Trail Phase 2, Lot 40, also known as 1404 Lewis Street and The Estates at Wildwood Trail Phase 2, Lot 39, also known as 1426 Lewis Street, Kingsville TX**

The Planning and Zoning Commission meeting was held as scheduled this evening, August 2, 2023, with 4 members in attendance.

Members deliberated over the issue of granting approval for the **replat of The Estates at Wildwood Trail Phase 2, Lot 40, also known as 1404 Lewis Street and The Estates at Wildwood Trail Phase 2, Lot 39**, to enable the applicants to create one plat. Letters were sent out to neighbors and the City received no feedback.

Commissioners, after deliberations, voted to approve the recommendation for the replat of the said property for single family residence. A recorded vote of all members present was taken and Board Commissioners Brian Coufal, Larry Garcia, Rev. Idotha Battle and the Chairman – Steve Zamora all voted ‘YES’.

The meeting was adjourned by about 6.15 p.m.

Thank you.

Kobby Agyekum
Interim Director of Planning and
Development Services



MEMO

Date: July 24, 2023

To: Planning and Zoning Commission Members

From: Kobby Agyekum (Interim Director of Planning and Development Services)

Subject: Cassandra Canela & Jacob Castillo; requesting to replat of The Estates at Wildwood Trail Phase 2, Lot 40, also known as 1404 Lewis Street and The Estates at Wildwood Trail Phase 2, Lot 39, also known as 1426 Lewis Street, Kingsville TX

The applicant approached the department because they wanted to re-plat two adjacent properties into one address. The proposal as presented to the department would involve creating one property. There is one building currently on the property and will remain as 1404 Lewis Road, but the re-plat would ensure both lots are combined with one defined boundary and address. The property is currently zoned R1 – Single Family.

Consequently, this application is being submitted for your consideration. The department has reviewed the application and has found no adverse impact on the environment and the development complies with the relevant codes and Ordinances. Therefore, it is recommended that you consider the said application and approve same since this will improve internet use within the city of Kingsville.

Thank you.

A handwritten signature in black ink, appearing to read "Kobby Agyekum".

Kobby Agyekum
Interim Director of Planning and
Development Services

CITY OF KINGSVILLE
PLANNING AND ZONING DIVISION
MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 1404 & 1426 Lewis St Nearest Intersection _____

(Proposed) Subdivision Name Wildwood Lot 40 & 39 Block _____

Legal Description: The Estates at Wildwood Trail Phase 2, Lot 39 & 40

Existing Zoning Designation R1 Future Land Use Plan Designation _____

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Cassandra Caneda Phone 830-333-3498 FAX _____
Jacob Castillo

Email Address (for project correspondence only): CinnamonCass95@gmail.com

Mailing Address 1404 Lewis St City Kingsville State TX Zip 78363

Property Owner Jacob Castillo Phone 830-333-3498 FAX _____

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

Mailing Address 1404 Lewis St City Kingsville State TX Zip 78363

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

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

Please provide a basic description of the proposed project:

Replotting 2 properties into one

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

Applicant's Signature Jacob Castillo Date: 5-31-23

Property Owner's Signature Jacob Castillo Date: 5-31-23

Accepted by: [Signature] Date: 6/06/2023

Property

Account

Property ID: 45071 Legal Description: THE ESTATES AT WILDWOOD TRAIL PHASE 2, LOT 40

Geographic ID: 185400040000192 Zoning:

Type: Real Agent Code: 65671

Property Use Code:

Property Use Description:

Location

Address: 1404 LEWIS ST TX Mapsco:

Neighborhood: Map ID: B2

Neighborhood CD:

Owner

Name: RICK'S HOMES LLC Owner ID: 69690

Mailing Address: 4833 SARATOGA BLVD PMB #423 % Ownership: 100.000000000000%
CORPUS CHRISTI, TX 78413

Exemptions:

Values

(+) Improvement Homesite Value:	+	N/A	
(+) Improvement Non-Homesite Value:	+	N/A	
(+) Land Homesite Value:	+	N/A	
(+) Land Non-Homesite Value:	+	N/A	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	N/A	N/A
(+) Timber Market Valuation:	+	N/A	N/A

(=) Market Value:	=	N/A	
(-) Ag or Timber Use Value Reduction:	-	N/A	

(=) Appraised Value:	=	N/A	
(-) HS Cap:	-	N/A	

(=) Assessed Value:	=	N/A	

Taxing Jurisdiction

Owner: RICK'S HOMES LLC

% Ownership: 100.000000000000%

Total Value: N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	KLEBERG COUNTY APPRAISAL DISTRICT	N/A	N/A	N/A	N/A
CKI	CITY OF KINGSVILLE	N/A	N/A	N/A	N/A

GKL	KLEBERG COUNTY	N/A	N/A	N/A	N/A
SKI	KINGSVILLE I.S.D.	N/A	N/A	N/A	N/A
WST	SOUTH TEXAS WATER AUTHORITY	N/A	N/A	N/A	N/A
Total Tax Rate:		N/A			
				Taxes w/Current Exemptions:	N/A
				Taxes w/o Exemptions:	N/A

Improvement / Building

Improvement #1: RESIDENTIAL State Code: O2 Living Area: 2538.0 sqft Value: N/A

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	FF6	EWB	2022	2538.0
OPFG	OPEN PORCH FRAME GOOD	*		2022	36.0
PCFG	PATIO COVERED FRAME GOOD	*		2022	178.0
AGFF	ATTACHED GARAGE FRAME FINISHED	*		2022	484.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	O2	O2	0.2711	11810.00	76.25	165.10	N/A	N/A

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2023	N/A	N/A	N/A	N/A	N/A	N/A
2022	\$0	\$9,740	0	9,740	\$0	\$9,740
2021	\$0	\$9,740	0	9,740	\$0	\$9,740
2020	\$0	\$8,470	0	8,470	\$0	\$8,470
2019	\$0	\$8,470	0	8,470	\$0	\$8,470
2018	\$0	\$8,470	0	8,470	\$0	\$8,470
2017	\$0	\$8,470	0	8,470	\$0	\$8,470

Questions Please Call (361) 595-5775

This year is not certified and ALL values will be represented with "N/A".

Website version: 1.2.2.33

Database last updated on: 5/31/2023 6:17 PM

© M. Hank's Computer Corporation

GKL	KLEBERG COUNTY	N/A	N/A	N/A	N/A
SKI	KINGSVILLE I.S.D.	N/A	N/A	N/A	N/A
WST	SOUTH TEXAS WATER AUTHORITY	N/A	N/A	N/A	N/A
Total Tax Rate:		N/A			

Taxes w/Current Exemptions: N/A

Taxes w/o Exemptions: N/A

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	O1	O1	0.2320	10107.00	71.22	145.51	N/A	N/A

Roll Value History


Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2023	N/A	N/A	N/A	N/A	N/A	N/A
2022	\$0	\$8,750	0	8,750	\$0	\$8,750
2021	\$0	\$8,750	0	8,750	\$0	\$8,750
2020	\$0	\$7,610	0	7,610	\$0	\$7,610
2019	\$0	\$7,610	0	7,610	\$0	\$7,610
2018	\$0	\$7,610	0	7,610	\$0	\$7,610
2017	\$0	\$7,610	0	7,610	\$0	\$7,610

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	4/26/2022	WDVL	WARRANTY DEED W/VENDOR'S LEIN	ZARSKY DEVELOPMENT CO LLC	RICK'S HOMES LLC			330198

Tax Due

Property Tax Information as of 06/01/2023

Amount Due if Paid on: 

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
------	---------------------	---------------	----------	-----------------	--------------	-------------------------------	---------------	------------

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (361) 595-5775

This year is not certified and All values will be represented with "N/A".

Website version: 1.7.2.85

Database last updated on: 5/31/2023 3:17 PM

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333898

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Date: March 6, 2023

Grantor: RICK'S HOMES, LLC.

Grantor's Mailing Address: 4833 Saratoga Blvd, PMB #423, Corpus Christi, Nueces County, Texas 78411

Grantee: JACOB CASTILLO and spouse, CASSANDRA CANELA

Grantee's Mailing Address: 2511 Golf Course Road, Apt. 424, Kingsville, Kleberg County, Texas 78363

Consideration: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed.

Property (including any improvements):

LOT THIRTY NINE (39), FINAL PLAT OF THE ESTATES AT WILDWOOD TRAIL, PHASE 2, an Addition to the City of Kingsville, Kleberg County, Texas, as shown by the map or plat thereof recorded in Envelope 185, Plat Cabinet II, Map Records of Kleberg County, Texas.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than

Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for the current year which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the

Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural. When the Grantor or the Grantee is other than a natural person, the words "heirs, executors and administrators" or "heirs and assigns" shall be construed to mean "successors and assigns". Reference to any gender shall include either gender and, in the case of a legal entity other than a natural person, shall include the neutral.

Grantor:

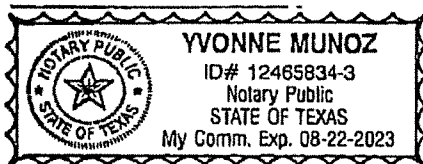
RICK'S HOMES, LLC

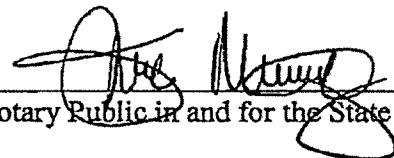
By: 

Hamed Mostaghassi, Member

STATE OF TEXAS §
COUNTY OF NUECES §

This instrument was acknowledged before me on March 7, 2023, by **Hamed Mostaghassi, Member of RICK'S HOMES, LLC.**




Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:
JACOB CASTILLO and CASSANDRA CANELA
2511 Golf Course Road, Apt. 424
Kingsville, Texas 78363

PREPARED IN THE LAW OFFICE OF:
Brent Chesney, Attorney
Holly Oaks Professional Plaza
5402 Holly Road, Bldg. B, Suite 2202
Corpus Christi, Texas 78411

FILE#

333898

FILED FOR RECORD

2023 MAY -2 AM 10: 59

SALVADOR "SONNY" BARRERA, III
COUNTY CLERK, KLEBERG COUNTY
DEPUTY

CLARISSA M. MORENO

STATE OF TEXAS, COUNTY OF KLEBERG, I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED ON THE DATE AND TIME STAMPED HEREON BY ME AND WAS DULY RECORDED IN THE OFFICIAL RECORDS OF KLEBERG COUNTY, TEXAS.

MAY 04 2023

DELIVERY DATE



SALVADOR "SONNY" BARRERA, III
COUNTY CLERK, KLEBERG COUNTY

ANY PROVISIONS HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE INVALID AND ENFORCEABLE UNDER FEDERAL LAW.

RETURN TO:

Kevin Boldt
First Title CO.
5402 Holly Road, Ste 2202
Corpus Christi, TX 78411

RECORDER'S MEMORANDUM:

ALL OR PART OF A SOCIAL SECURITY NUMBER, IF CONTAINED IN THIS DOCUMENT, MAY HAVE BEEN REDACTED. TEX. GOV'T CODE SEC. 552.147(B) THE COUNTY CLERK MAY REACT A LIVING PERSON'S SOCIAL SECURITY NUMBER FROM ANY OR ALL DOCUMENTS CONTAINED FOR DISCLOSURE IN KLEBERG COUNTY.

334222

WARRANTY DEED WITH VENDOR'S LIEN

CANELA
Loan #: 8000272502
MIN: 100053680002725029
PIN: 185400040000192

NOTICE OF CONFIDENTIALITY: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KLEBERG

THAT RICK'S HOMES LLC (hereinafter called "Grantors" whether one or more), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations cash in hand paid by CASSANDRA CANELA A SINGLE WOMAN AND JACOBO CASTILLO, A SINGLE MAN whose address is 1404 LEWIS ST, KINGSVILLE, TX 78363-2014 US (hereinafter called "Grantees" whether one or more), the receipt and sufficiency of which are hereby acknowledged and confessed, and the further consideration of the note in the principal sum of **THREE HUNDRED THIRTY-SIX THOUSAND AND 00/100 Dollars (\$336,000.00)**, payable to the order of **PRIMELENDING, A PLAINSCAPITAL COMPANY** (hereinafter referred to as "Beneficiary") at the special instance and request of the Grantees herein, the receipt of which is hereby acknowledged and confessed, and as evidence of such advancement, the said Grantees herein have executed their note of even date herewith for said amount payable to the order of said Beneficiary, bearing interest at the rate therein provided, principal and interest being due and payable in monthly installments as therein set out, and providing for attorney's fees and acceleration of maturity at the rate and in the events therein set forth, which note is secured by the Vendor's Lien herein reserved and is additionally secured by a Deed of Trust of even date herewith, executed by the Grantees herein to **ALLAN B. POLUNSKY**, Trustee, reference to which is here made for all purposes; and in consideration of the payment of the sum above mentioned by the Beneficiary above mentioned, Grantors hereby transfer, set over, assign and convey unto said Beneficiary and assigns, the Vendor's Lien and Superior Title herein retained and reserved against the property and premises herein conveyed, in the same manner and to the same extent as if said note had been executed in Grantors' favor and by said Grantors assigned to the Beneficiary without recourse; have **GRANTED, SOLD and CONVEYED**, and by these presents do **GRANT, SELL and CONVEY** unto the said Grantees herein, the following described property, together with all improvements thereon, to-wit:

LOT FORTY (40), FINAL PLAT OF THE ESTATES AT WILDWOOD TRAIL PHASE 2, AN

5876.23

Page 1 of 3



ADDITION TO THE CITY OF KINGSVILLE, KLEBERG COUNTY, TEXAS, AS SHOWN ON MAP OR PLAT OF RECORD IN ENVELOPE 185, PLAT CABINET II, MAP RECORDS OF KLEBERG COUNTY, TEXAS.

TO HAVE AND TO HOLD the above described premises, together with, all and singular, the rights and appurtenances thereto in any wise belonging, unto the said Grantees, their heirs and assigns forever. And Grantors do hereby bind themselves, their heirs, executors and administrators, to warrant and forever defend all and singular, the said premises unto the said Grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Taxes for the current year have been prorated and are assumed by Grantee. This conveyance is made and accepted subject to any and all validly existing restrictions, mineral reservations and interests, conditions, covenants, easements, and rights of way, if any, applicable to and enforceable against the above described property as now reflected by the records of the County Clerk in said County and State and to any applicable zoning laws or ordinances.

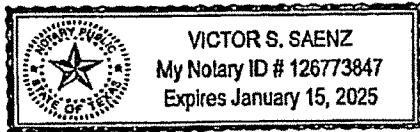
But it is expressly agreed and stipulated that the Vendor's Lien and the Superior Title are retained and reserved in favor of the payee in said note against the above described property, premises and improvements, until said note, and all interest thereon is fully paid according to the face and tenor, effect and reading thereof, when this deed shall become absolute.

When this deed is executed by one person or when the Grantee is one person, the instrument shall read as though pertinent verbs and pronouns were changed to correspond, and when executed by or to a corporation the words "heirs, executors and administrators" or "heirs and assigns" shall be construed to mean "successors and assigns".

Dated this the 1ST day of JUNE, 2023.

- SELLER RICK'S HOMES LLC - DATE - 6-1-23

THE STATE OF TEXAS:

COUNTY OF KlebergThis instrument was acknowledged before me on June 1, 2023, by RICK'S HOMES LLC.Victor S. Saenz
Notary Public, State of Texas:Notary's Name Printed:
Victor S. SAENZMy Commission Expires: 1-15-2025Return To:
1404 LEWIS ST
KINGSVILLE, TX 78363-2014

FILE# 334222

FILED FOR RECORD

2023 JUN -2 AM 8:42

SALVADOR "SONNY" BARRERA III
COUNTY CLERK, KLEBERG COUNTY
By *Sonja D. Reyna*
CLERK

SONJA D. REYNA

STATE OF TEXAS, COUNTY OF KLEBERG, I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED ON THE DATE AND TIME STAMPED HEREON BY ME AND WAS DULY RECORDED IN THE OFFICIAL RECORDS OF KLEBERG COUNTY, TEXAS.



JUN 06 2023
DELIVERY DATE

Sonja D. Reyna
SALVADOR "SONNY" BARRERA, III
COUNTY CLERK, KLEBERG COUNTY

*ANY PROVISIONS HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF
THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE INVALID
AND ENFORCEABLE UNDER FEDERAL LAW.*

RETURN TO:

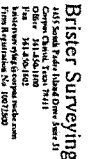
S & S ABSTRACT & TITLE COMPANY

801 EAST KLEBERG

KINGSVILLE, TEXAS 78363

RECORDER'S MEMORANDUM:

ALL OR PART OF A SOCIAL SECURITY NUMBER, IF CONTAINED IN THIS DOCUMENT, MAY HAVE BEEN REDACTED. TEX. GOV'T CODE SEC. 552.147(B) THE COUNTY CLERK MAY REACT A LIVING PERSON'S SOCIAL SECURITY NUMBER FROM ANY OR ALL DOCUMENTS CONTAINED FOR DISCLOSURE IN KLEBERG COUNTY.



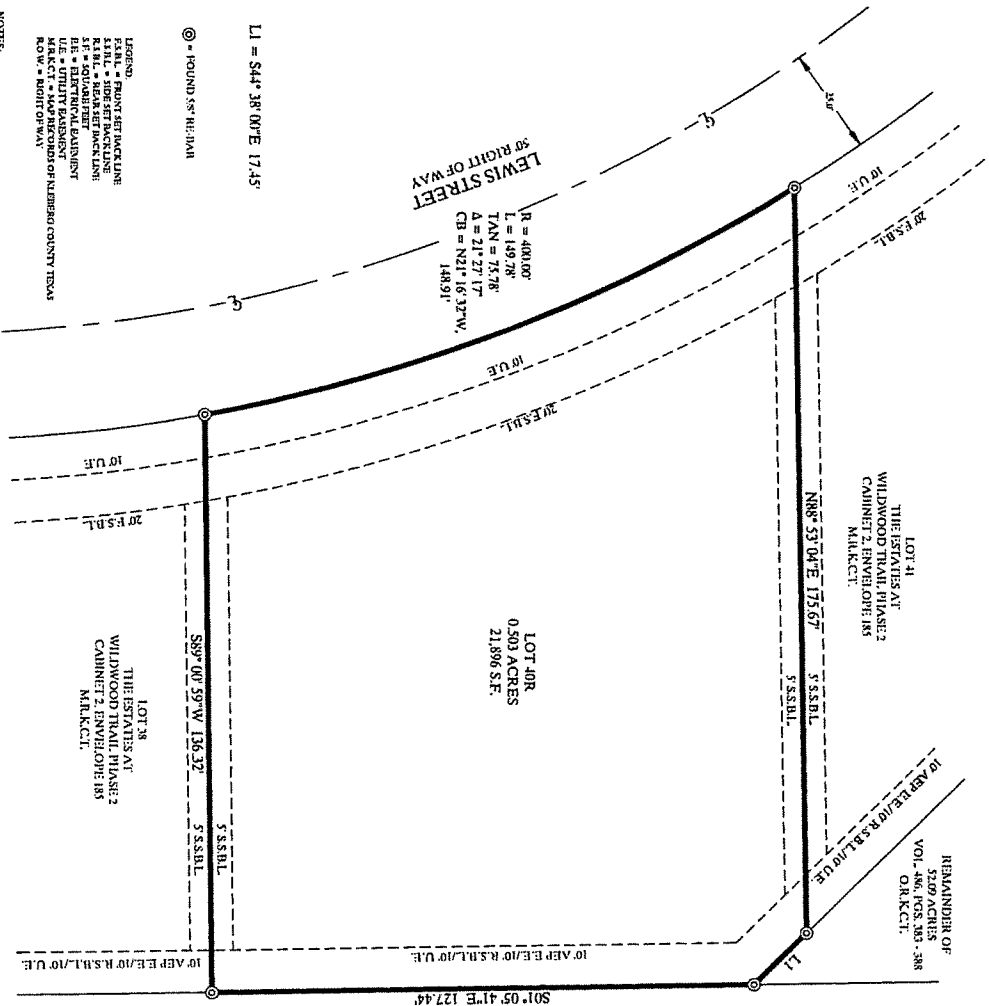
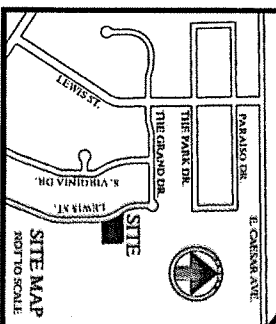
GRAPHIC SCALE
(IN FEET)

0 10 20 30

(IN FIFT)

LOT 40R

BEING A REPLAT OF LOTS 39 AND 40, THE ESTATES AT WILDWOOD TRAIL PHASE 2, AS SHOWN ON THE PLAT RECORDED IN ENVELOPE 185, PLAT CABINET II, MAP RECORDS OF KLEBERG COUNTY, TEXAS.



15.26 ACRES
OUT OF SOUTH HALF
OF FARM LOT 1, SECTION 17,
KLEBERG TOWN &
IMPROVEMENT CO. SUBDIVISION
ENVELOPE 18, PLAT CABINET 1
MURKCT.

JACOB CASTILLO
OWNER

CASSANDRA CANELA
OWNER

STATE OF TEXAS
COUNTY OF KLEBERG

ANNEA. DO HEREBY CERTIFY THAT
SITOWN HEREON. WE HAVE HAD
FORGOING MAP. THIS MAP HAS
SCRIPTION AND DEDICATION.

A CANEIA, DO HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON, WE HAVE USED THE FOREGOING MAP, THIS MAP HAS NO DESCRIPTION AND DEDICATION.

HEREON, THE UNDERSIGNED AUTHORITY, ON THE DAY AND AT THE PLACE OF THE FOREGOING INSTRUMENT, IS DEDICATING TO THE FOREGOING INSURANCE AND ACKNOWLEDGING TO ME THAT THEY EXECUTED THE SAME, AS THE ACT AND DEED THEY EXECUTED FOR THE PURPOSE; AND CAPACITY STATED, THEREIN EXPRESSED, AND IN THE GIVEN UNDER MY HAND AND SEAL, OF OFFICE.

THIS THE _____ DAY OF _____, 2033.

 NOTARY PUBLIC

GIVEN UNDER MY HAND AND SEAL OF OFFICE.

THIS DATE: _____ DAY OF _____

NOTARY PUBLIC

STATE OF TEXAS
COUNTY OF KIMBERG

1. _____, CLERK OF THE COUNTY COURT IN AND FOR
EL PASO COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING
INSTRUMENT DATED THE _____ DAY OF _____
2021 WITH ITS
CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE
ON THE _____ DAY OF _____, 2021 AT _____
O'CLOCK _____ IN SAID COUNTY
IN VOLUME _____, PAGE _____, MAP RECORDS.

NO. _____ FILED FOR RECORD

COUNTY CLERK
KLEBERG COUNTY, TEXAS
AT _____ O'CLOCK __M

BY: _____
DEPUTY: _____

STATE OF TEXAS
COUNTY OF KLEBERG

THIS THE _____ DAY OF _____, 2023

DIRECTOR OF PLANNING

I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT OF MY KNOWLEDGE, INFORMATION AND BELIEF.

DATE _____ DAY OF _____, 2003

SUBSCRIBED AND SWORN TO before me at _____
COUNTY OF _____, STATE OF _____
this _____ day of _____, 2003.
Notary Public in and for the State of _____
My Commission Expires _____

JUSTICE DAY OF 2011

REGISTERED PROFESSIONAL AND SILVERCOR
RONALD E. BRUSTER

- NOTES:
1. BY CHARTING PLOTTING ONLY, THIS PROPERTY IS IN ZONE "X" ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48272C-015. WHICH DEEMS AN EFFECTIVE DATE OF MARCH 17, 2015 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.
2. HEADINGS ARE BASED ON GLOBAL POSITIONING SYSTEM (GPS) DATA.
3. SETS ARE: 1/4" = 100' 1/2" = 200' 3/4" = 300'
4. SETS ARE: 1/4" = 100' 1/2" = 200' 3/4" = 300'
5. THE TOTAL PLATTED AREA IS 4.50 ACRES.

STATE OF TEXAS
COUNTY OF MICHIGAN

THIS FINAL PLAT OF THE HEREIN DESCRIBED
PROPERTY WAS APPROVED BY THE MAYOR AND THIRD
CITY COMMISSIONER OF KINGSTON, TEXAS

THIS 11TH DAY OF _____, 2021.

MAYOR _____
CITY SECRETARY _____

STATE OF TEXAS
COUNTY OF MUEBIG

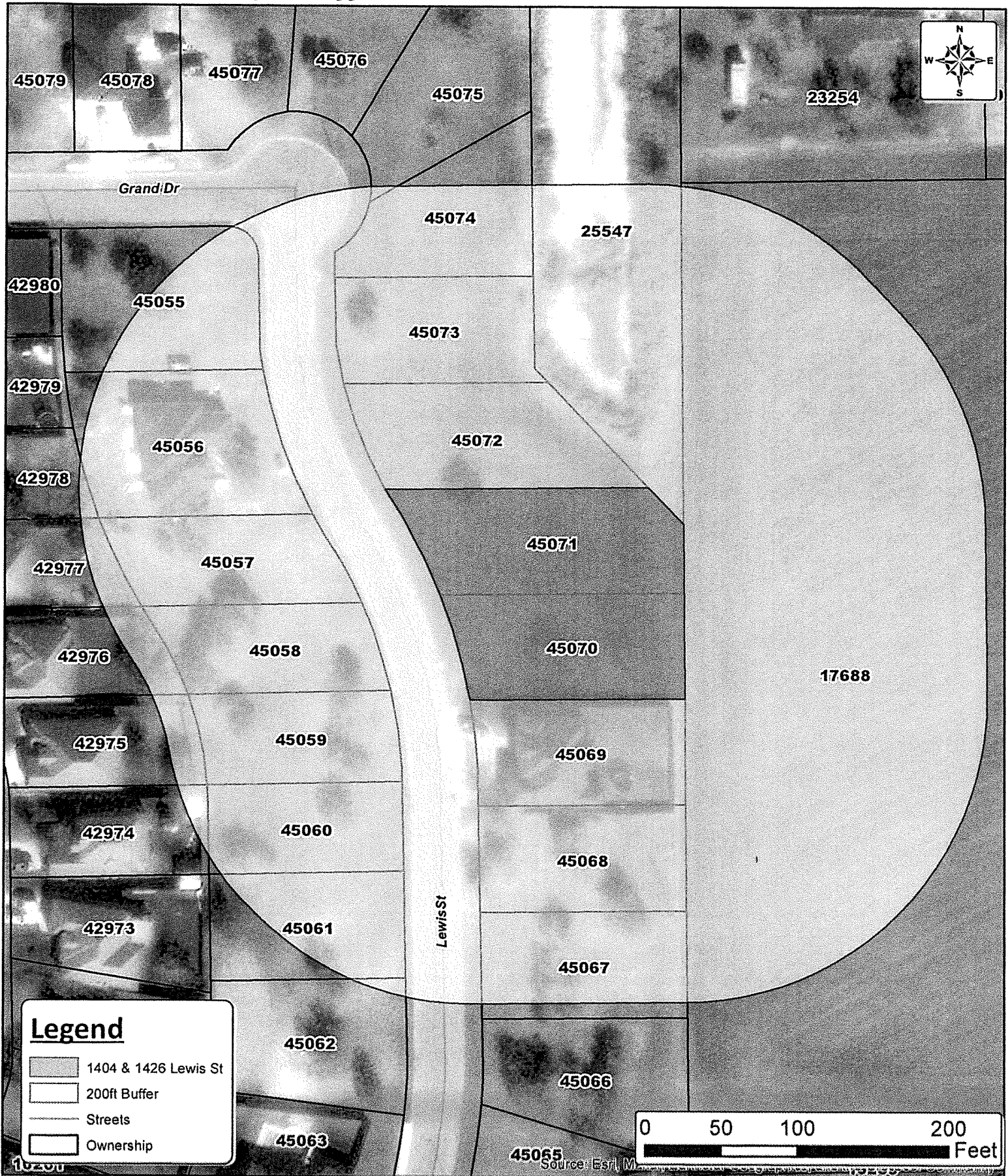
THIS FINAL PLAN OF THE HEREIN DESCRIBED
PROPERTY WAS APPROVED BY THE PLANNING AND
ZONING COMMISSION FOR THE CITY OF KINGSVILLE,
TEXAS.

THIS THE _____ DAY OF _____, 2022.

CITY CLERK

DATE OF MAT. 25 JUNE 1972

200ft Buffer at 1404 & 1426 Lewis St



Rick's Homes LLC
4833 Saratoga Blvd PMB #423
Corpus Christi, Tx 78413
#45075

Briones Jaime Enrique Jr
Etux Jaqueline D Llamas
1375 Lewis St
Kingsville, Tx 78363
#45056

Garcia Jose R Jr
Railene I Salinas
1402 Virginia Ave
Kingsville, Tx 78363
#42977

Rick's Homes LLC
4833 Saratoga Blvd PMB #423
Corpus Christi, Tx 78413
#45074

Rick's Homes LLC
4833 Saratoga Blvd PMB #423
Corpus Christi, Tx 78413
#45057

Galindo Ernest R
Etux Stephanie N
1364 Virginia Ave
Kingsville, Tx 78363
#42978

Rick's Homes LLC
4833 Saratoga Blvd PMB #423
Corpus Christi, Tx 78413
#45073

Rick's Homes LLC
4833 Saratoga Blvd PMB #423
Corpus Christi, Tx 78413
#45058

Rick's Homes LLC
4833 Saratoga Blvd PMB #423
Corpus Christi, Tx 78413
#45072

Rick's Homes LLC
4833 Saratoga Blvd PMB #423
Corpus Christi, Tx 78413
#45059

Garza Vicente Jr
Etux Liza Marie
1448 Lewis St
Kingsville, Tx 78363
#45069

Rick's Homes LLC
4833 Saratoga Blvd PMB #423
Corpus Christi, Tx 78413
#45060

Rick's Homes LLC
4833 Saratoga Blvd PMB #423
Corpus Christi, Tx 78413
#45068

Rick's Homes LLC
4833 Saratoga Blvd PMB #423
Corpus Christi, Tx 78413
#45061

Rick's Homes LLC
4833 Saratoga Blvd PMB #423
Corpus Christi, Tx 78413
#45067

Zarsky Development CO LLC
PO Box 2527
Victoria, Tx 77901
#45062

Nelson Heartwin Bertil EST
% Charles Nelson
1411 Lakeview Dr
Portage, MI 49002
#17688

Garza Jace Section 142 Trust
Raymond James Trust (CORP-TR)
PO Box 23559
St Petersburg, Fl 33742
#42974

Zarsky Development CO LLC
PO Box 2527
Victoria, Tx 77901
#25547

Braham Christopher K
801 Riston Ct
Chesapeake, Va 23322-9548
#42975

Esquivel Roberts
401 S Lantana Dr
Kingsville, Tx 78363-4954
#45055

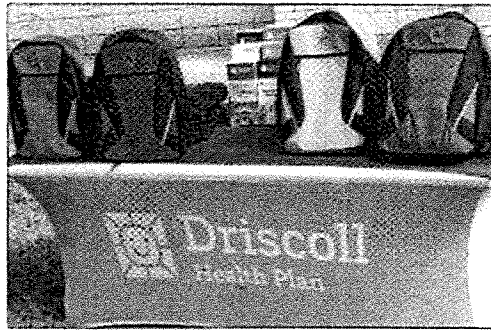
Havens Jason Ryan
1424 Virginia Ave
Kingsville, Tx 78363
#42976

Coastal Bend organizations joining forces for Kleberg County students

From clothes, haircuts, school supplies, shoes, backpacks and everything in between, Coastal Bend families will prepare for one of the most expensive months of the year. It is estimated that over 5,000 students will prepare for Back to School within Kleberg County.

"Back to School shopping and preparing can be stressful for families. We are thankful to be partnering with the Coastal Bend Wellness Foundation and Driscoll Health Plan as an event that will support families and promote education, health, and well-being in the community," said Dr. Robert T. Tappin, MD, President of Kleberg County Area Health Center.

This event is offered at no cost and will provide over 1,500 free backpacks, school supplies, community program information, giveaways, free physicals for junior high school students, and so much more. The Back to School, Back to Wellness Fair will have something for community members of all



Backpacks, school supplies and more for Kleberg County students

ages. Guardians will have the opportunity to connect with programs that aim to sustain health and wellness for their families and themselves, while youth can engage in activities and prepare for their return to the classroom.

We invite Kleberg County and all the surrounding communities to join us on Sat-

urday, July 22, from 10 a.m. to 2 p.m. at the J.K. Northway Expo Center, located at 501 E. Escondido Road in Kingsville.

For additional information on becoming a vendor, joining the event, or how to get involved, contact Michael Flores at 361-816-2071 or Michael@cbwellness.org.

Bicyclist struck on U.S. Hwy 77 passes away

On Tuesday, July 11, 2023, at 3:31 a.m., Kingsville Police Department units were dispatched to U.S. Highway 77, south of General Cavazos Blvd., for two bicyclists that had been struck by a vehicle. Officers learned that two males were riding bicycles on the northbound access road.

See "Bicyclist" on Pg. 11

?? TRIVIA ?? HOW SMART ARE YOU?

- Think you know something about everything?
- What do you know about our area?

Play Kingsville Trivia brought to you by Harrel's Pharmacy!

Questions:

1. What does a Nephrologist study?
2. In what year, will Halley's comet be visible with the naked eye from Earth?
3. What element comes last alphabetically?
4. Who played Tattoo on Fantasy Island?
5. What was the final year of the Tonight Show, starring Johnny Carson?
6. What was the first television show filmed before a live studio audience?
7. What is the world's largest cat?
8. How many legs does a lobster have?
9. What is the deadliest spider on Earth?
10. What color is Yak milk?

(Answers will be in the next issue)

HOW SMART ARE YOU:

- 1-10, Quiz Blasts, quiz blurring
- 1-8 Pick up your PhD in TAMEX
- 1-6 You are on your way to your B.S. degree
- 1-4 Do not skip any more school
- 1 or less—don't leave home without a chapter

For all your pharmacy needs, contact Harrel's. Lots of great items and downtown Kingsville's best deal!

Harrel's
Kingsville Pharmacy
204 E. Kleberg • Kingsville, TX
(361) 592-3334

TRIVIA ANSWERS

July 13, 2023

1. Magnetar
2. 1,048,576
3. 109
4. 20
5. Xerox
6. Vitamin C
7. Pressure
8. Vacuum
9. Trees
10. 220

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, August 2, 2023 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard: Owners/Applicant, Cassandra Canela & Jacob Castillo; requesting to replat of The Estates at Wildwood Trail Phase 2, Lot 40, also known as 1404 Lewis Street and The Estates at Wildwood Trail Phase 2, Lot 39, also known as 1426 Lewis Street, Kingsville TX 78363.

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

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, August 14, 2023, at 5:00 p.m. wherein the City Commission will discuss the consideration of the following item and at which time all interested persons will be heard: Owners/Applicant, Cassandra Canela & Jacob Castillo; requesting to replat of The Estates at Wildwood Trail Phase 2, Lot 40, also known as 1404 Lewis Street and The Estates at Wildwood Trail Phase 2, Lot 39, also known as 1426 Lewis Street, Kingsville TX 78363.

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

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, August 2, 2023 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard: Applicant, Roberto Cardenas; Owner, Neessen Real Estate Holdings, Ltd.; requesting the replat of Neessen Subdivision, Block 1, Lots 1-8 (Chevrolet Dealership), about 9.5499 acres, also known as 2007 S. US HWY 77 Bypass, Kingsville, TX 78363.

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

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, August 14, 2023 at 5:00 p.m. wherein the City Commission will discuss the consideration of the following item and at which time all interested persons will be heard: Applicant, Roberto Cardenas; Owner, Neessen Real Estate Holdings, Ltd.; requesting the replat of Neessen Subdivision, Block 1, Lots 1-8 (Chevrolet Dealership), about 9.5499 acres, also known as 2007 S. US HWY 77 Bypass, Kingsville, TX 78363.

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

PUBLIC HEARING NOTICE

The Zoning Board of Adjustments of the City of Kingsville will hold a Public Hearing Thursday, August 10, 2023, at 6:00 p.m. wherein the Board will discuss and/or take action on the following items and at which time all interested persons will be heard: ITEM NO. 2023-3: Alonzo Olguin Jr, Owner/Applicant, requesting a Zoning Variance Request (Steel Garage) for Serenity Estates #2 (Replat), Lot 7-A, 2.2600 Acres, also known as 702 W. Sage, Kingsville, TX. 78363.

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

PUBLIC HEARING NOTICE

The Zoning Board of Adjustments of the City of Kingsville will hold a Public Hearing Thursday, August 10, 2023, at 6:00 p.m. wherein the Board will discuss and/or take action on the following items and at which time all interested persons will be heard: ITEM NO. 2023-4: Rebecca Trant, Owner; Ramon Perez, Applicant, requesting a Zoning Variance Request (Carport) for Forrest Park 1, Block 2, Lot 22 also known as 810 Inez, Kingsville, TX. 78363.

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

PUBLIC HEARING NOTICE

The Zoning Board of Adjustments of the City of Kingsville will hold a Public Hearing Thursday, August 10, 2023, at 6:00 p.m. wherein the Board will discuss and/or take action on the following items and at which time all interested persons will be heard: ITEM NO. 2023-2: Roberto Zavala, applicant; Columbus Club Assn. of Kingsville, Owner; requesting a Zoning Variance Request (Sign) for KT & I CO, BLOCK 16, LOT PT 12, BEAR 3 Acres, KNIGHTS OF COLUMBUS HALL, and KT & I CO, BLOCK 18, LOT PT 12, (KNIGHTS OF COLUMBUS HALL #3389), 2.0 Acres also known as 320 General Cavazos Blvd., Kingsville, TX. 78363.

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

PUBLIC HEARING #2

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



MEMO

Date: August 2, 2023

To: Mark McLaughlin (City Manager)

From: Kobby Agyekum (Interim Director of Planning and Development Services)

Subject: **Roberto Cardenas; Applicant and Neessen Real Estate Holdings, Ltd.; Owner requesting the replat of Neessen Subdivision, Block 1, Lots 1-8 (Chevrolet Dealership), about 9.5499 acres, also known as 2007 S. US HWY 77 Bypass, Kingsville, TX 78363.**

The Planning and Zoning Commission meeting was held as scheduled this evening, August 2, 2023, with 4 members in attendance.

Members deliberated over the issue of granting approval for the **replat of Neessen Subdivision, Block 1, Lots 1-8 (Chevrolet Dealership), 2.67 acres out the 9.5499 acres, also known as 2007 S. US HWY 77 Bypass**, to enable the applicant to create two separate plats. Letters were sent out to neighbors and the City received no feedback.

Commissioners, after deliberations, voted to approve the recommendation for the replat of the said property for two property ID numbers. A recorded vote of all members present was taken and Board Commissioners Brian Coufal, Larry Garcia, Rev. Idotha Battle and the Chairman – Steve Zamora all voted ‘YES’.

The meeting was adjourned by about 6.15 p.m.

Thank you.

Kobby Agyekum
Interim Director of Planning and
Development Services



MEMO

Date: July 24, 2023
To: Planning and Zoning Commission Members
From: Kobby Agyekum (Interim Director of Planning and Development Services)
Subject: Roberto Cardenas; Applicant and Neessen Real Estate Holdings, Ltd.; Owner requesting the replat of Neessen Subdivision, Block 1, Lots 1-8 (Chevrolet Dealership), about 9.5499 acres, also known as 2007 S. US HWY 77 Bypass, Kingsville, TX 78363.

The applicant approached the department because they wanted to re-plat The Neessen Lots 1-8 and Neessen Lot 9 into two separate Lots. The proposal as presented to the department would involve creating two properties the Neessen sub-division Lots 1-8 (2.67 acres) and Neessen sub-division Lot 9 (6.88 acres) into two separate Lots. There are two buildings currently on the property at Lot 9, but the re-plat would ensure both lots are separated with one defined boundary and address. The property is currently zoned C4 – Commercial.

Consequently, this application is being submitted for your consideration. The department has reviewed the application and has found no adverse impact on the environment and the development complies with the relevant codes and Ordinances. Therefore, it is recommended that you consider the said application and approve same since this will improve internet use within the city of Kingsville.

Thank you.

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

Kobby Agyekum
Interim Director of Planning and
Development Services

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

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 2007 S. US Highway 77 Nearest Intersection Carlos Truan Blvd & US Highway 77

(Proposed) Subdivision Name Nessen Subdivision Lot 1R Block N/A

Legal Description: Lots 1, 2, 3, 4, 5, 6, 7 & 8 Neessen Subdivision (Envelope: 99 Cab net II M R K C T)

Existing Zoning Designation C-4 Commercial District Future Land Use Plan Designation Same

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Roberto Cardenas Phone 361-993-0808 FAX 361-993-2955

Email Address (for project correspondence only): roberto@texasgpc.com

Mailing Address 5525 S. Staples Street Suite B2 City Corpus Christi State Texas Zip 78411

Property Owner Philip E. Neessen Phone 361-882-4825 FAX N/A

Email Address (for project correspondence only): morelvagonzalez@lealcon.com

Mailing Address 5110-B IH 37 City Corpus Christi State Texas Zip 78407

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

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

Please provide a basic description of the proposed project:

Re-plat lots 1, 2, 3, 4, 5, 6, 7 and 8 into one lot

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

Applicant's Signature Roberto Cardenas Date: 6-15-2023

Property Owner's Signature Philip E. Neessen Date: 6-14-23

Accepted by: Michael Elgueta Date: 6/26/2023

Property Search > 4005377 NEESSEN REAL EST HOLDINGS LTD Tax Year: 2023 - Values not available
for Year 2023

Property

Account

Property ID: 4005377 Legal Description: NEESSEN, BLOCK 1, LOT 1-9, (CHEVROLET DEALERSHIP), ACRES 9.5499
Geographic ID: 150300101000192 Zoning:
Type: Real Agent Code:
Property Use Code:
Property Use Description:

Location

Address: 2007 S US HWY 77 Mapsco:
TX
Neighborhood: Map ID: B2
Neighborhood CD:

Owner

Name: NEESSEN REAL EST HOLDINGS LTD Owner ID: 66970
Mailing Address: PO BOX 1534 % Ownership: 100.000000000000%
KINGSVILLE, TX 78364-1534
Exemptions:

Values

(+) Improvement Homesite Value:	+	N/A	
(+) Improvement Non-Homesite Value:	+	N/A	
(+) Land Homesite Value:	+	N/A	
(+) Land Non-Homesite Value:	+	N/A	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	N/A	N/A
(+) Timber Market Valuation:	+	N/A	N/A
<hr/>			
(=) Market Value:	=	N/A	
(-) Ag or Timber Use Value Reduction:	-	N/A	
<hr/>			
(=) Appraised Value:	=	N/A	
(-) HS Cap:	-	N/A	
<hr/>			
(=) Assessed Value:	=	N/A	

Taxing Jurisdiction

Owner: NEESSEN REAL EST HOLDINGS LTD
% Ownership: 100.000000000000%
Total Value: N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
--------	-------------	----------	-----------------	---------------	---------------

CAD	KLEBERG COUNTY APPRAISAL DISTRICT	N/A	N/A	N/A	N/A
CKI	CITY OF KINGSVILLE	N/A	N/A	N/A	N/A
GKL	KLEBERG COUNTY	N/A	N/A	N/A	N/A
SKI	KINGSVILLE I.S.D.	N/A	N/A	N/A	N/A
WST	SOUTH TEXAS WATER AUTHORITY	N/A	N/A	N/A	N/A
Total Tax Rate:		N/A			
				Taxes w/Current Exemptions:	N/A
				Taxes w/o Exemptions:	N/A

Improvement / Building

Improvement #1: COMMERCIAL State Code: F1 Living Area: 8136.0 sqft Value: N/A

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	DS2G		2004	6840.0
OP1	OPEN PORCH BASIC (20%)	*		2004	2080.0
CP1	CARPORT BASIC (10%)	*		2004	3180.0
CON	CONCRETE SLAB COMMERCIAL	*		2004	269774.0
CON	CONCRETE SLAB COMMERCIAL	*		2019	51305.0
MA	MAIN AREA	ES3A		2004	1296.0

Improvement #2: COMMERCIAL State Code: F1 Living Area: 26878.0 sqft Value: N/A

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	SG2G		2004	20368.0
CP1	CARPORT BASIC (10%)	*		2004	768.0
CP1	CARPORT BASIC (10%)	*		2004	480.0
CP1	CARPORT BASIC (10%)	*		2004	504.0
CP1	CARPORT BASIC (10%)	*		2004	972.0
ZZM	MEZZANINE	SP		2004	600.0
MAAD	ADDN (INC W/MAIN FOR SF PRICING)	SG2G		2004	6510.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	F1	F1	9.5499	415995.60	0.00	0.00	N/A	N/A

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2023	N/A	N/A	N/A	N/A	N/A	N/A
2022	\$2,034,440	\$499,200	0	2,533,640	\$0	\$2,533,640
2021	\$2,114,020	\$499,200	0	2,613,220	\$0	\$2,613,220
2020	\$2,374,090	\$499,200	0	2,873,290	\$0	\$2,873,290
2019	\$2,401,670	\$499,200	0	2,900,870	\$0	\$2,900,870
2018	\$2,862,270	\$499,200	0	3,361,470	\$0	\$3,361,470
2017	\$2,315,420	\$499,200	0	2,814,620	\$0	\$2,814,620
2016	\$1,779,720	\$499,200	0	2,278,920	\$0	\$2,278,920
2015	\$1,732,060	\$499,200	0	2,231,260	\$0	\$2,231,260
2014	\$1,597,840	\$499,200	0	2,097,040	\$0	\$2,097,040
2013	\$0	\$14,810	0	14,810	\$0	\$14,810
2012	\$0	\$14,810	0	14,810	\$0	\$14,810

2011	\$0	\$14,810	0	14,810	\$0	\$14,810
2010	\$0	\$14,810	0	14,810	\$0	\$14,810
2009	\$0	\$14,810	0	14,810	\$0	\$14,810

Questions Please Call (861) 895-3775

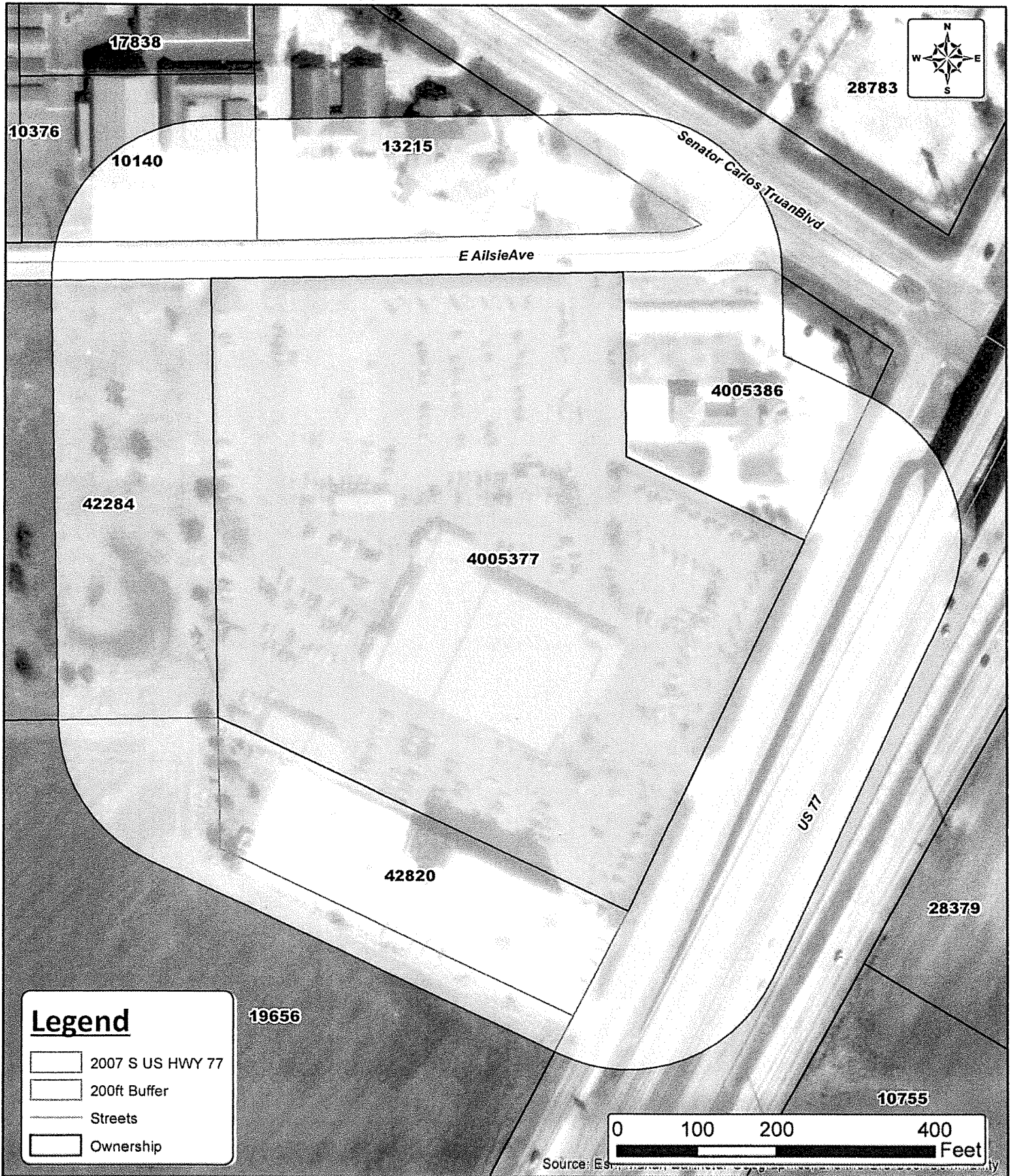
This year is not certified and ALL values will be represented with "N/A".

Website version: 1.2.2.53

Database last updated on 6/20/2023 2:17 PM

© R. Harris Computer Corporation

200ft Buffer at 2007 S US HWY 77





Office of the Secretary of State

CERTIFICATE OF FILING
OF

Neessen Real Estate Holdings, Ltd.
File Number: 803520624

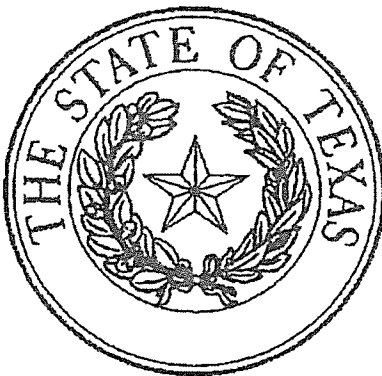
The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Partnership (LP) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 01/16/2020

Effective: 01/16/2020



A handwritten signature in black ink, appearing to read "Ruth R. Hughes".

Ruth R. Hughes
Secretary of State

Form 207

Secretary of State
P.O. Box 13897
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: \$750



**Certificate of Formation
Limited Partnership**

Filed in the Office of the
Secretary of State of Texas
Filing #: 803520624 01/16/2020
Document #: 937791050002
Image Generated Electronically
for Web Filing

Article 1 - Entity Name and Type

The filing entity being formed is a limited partnership. The name of the entity is:

Neessen Real Estate Holdings, Ltd.

The name must contain the words "Limited Partnership," or "Limited," or the abbreviation "L.P.," "LP," or "Ltd." The name must not be the same as, deceptively similar to or similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for "name availability" is recommended.

Article 2 - Principal Office

The address of the principal office in the United States where records of the partnership are to be kept or made available is set forth below:

2007 S. U.S. Highway 77 Bypass, Kingsville, TX, USA 78363

Article 3 - Registered Agent and Registered Office

☐ A. The initial registered agent is an organization (cannot be limited partnership named above) by the name of:

OR

☒ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

Phillip E. Neessen

C. The business address of the registered agent and the registered office address is:

Street Address:

2007 S. U.S. Highway 77 Bypass Kingsville TX 78363

Consent of Registered Agent

☐ A. A copy of the consent of registered agent is attached.

OR

☒ B. The consent of the registered agent is maintained by the entity.

Article 4 - General Partner Information

The name and address of each general partner are as follows:

General Partner 1: (Business Name) **Neessen GP, LLC**

Address: **2007 S. U.S. Highway 77 Bypass Kingsville TX, USA 78363**

Supplemental Provisions / Information

(The attached addendum, if any, is incorporated herein by reference.)

Effectiveness of Filing

☒ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Signature of General Partner 1: Phillip E. Neessen, Manager of Neessen GP, LLC, General Partner

FILING OFFICE COPY

CERTIFICATE OF FORMATION
LIMITED PARTNERSHIP

Article 1 - Entity Name and Type

The filing entity being formed is a limited partnership. The name of the entity is:

Neessen Real Estate Holdings, Ltd.

Article 2 - Registered Agent and Registered Office

The initial registered agent is an individual resident of the state whose name is:

Phillip E. Neessen

The business address of the registered agent and the registered office address is:

2007 S. U.S. Highway 77 Bypass
Kingsville, Texas 78363

Article 3 - Governing Authority

The name and address of the general partner is set forth below:

Neessen GP, LLC
2007 S. U.S. Highway 77 Bypass
Kingsville, Texas 78363

Article 4 - Principal Office

The address of the principal office of the limited partnership in the United States where records are to be kept or made available under Section 153.551 of the Texas Business Organizations Code is:

2007 S. U.S. Highway 77 Bypass
Kingsville, Texas 78363

Article 5 - Effectiveness of Filing

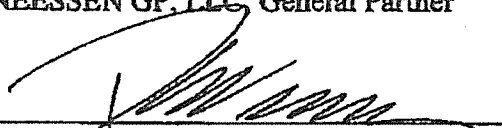
This document becomes effective when the document is filed by the secretary of state.

Article 6 - Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

DATE: January 15, 2020.

NEESSEN GP, LLC General Partner


Phillip E. Neessen, Manager

WD-230615

320789

CONTRIBUTION DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF KLEBERG §

THAT Phillip E. Neessen and Laura G. Neessen ("Grantors"), as a capital contribution to Neessen Real Estate Holdings, Ltd., a Texas limited partnership ("Grantee"), have GRANTED, SOLD, AND CONVEYED, and by these presents do GRANT, SELL, AND CONVEY, subject to the matters herein set forth, unto Grantee, the real property located in Kleberg County, Texas, described on Exhibit A attached to this Contribution Deed and incorporated by reference (the "Property");

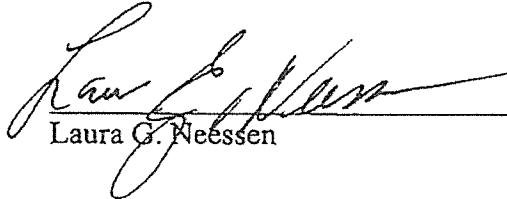
TO HAVE AND TO HOLD the Property, subject to the matters herein set forth, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee and Grantee's successors and assigns forever; and Grantors bind Grantors and Grantors' heirs and legal representatives to WARRANT AND FOREVER DEFEND, subject to the matters herein set forth, all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This Deed, the Property and all of Grantors' warranties are subject to: taxes and assessments on the Property becoming due and payable after the date of this Deed, the payment of which is assumed by Grantee; all existing leases covering oil, gas or other minerals and all outstanding royalty and mineral interests in and to the oil, gas and other minerals situated in, on or under the Property, to the extent the same are valid and still in force and effect; rights of parties in possession, if any; and any visible and apparent easements or rights-of-way upon or affecting the Property.

DATED to be EFFECTIVE: January 15, 2020.

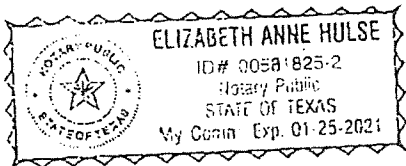


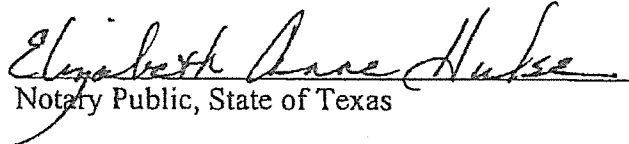
Phillip E. Neessen


Laura G. Neessen

STATE OF TEXAS §
COUNTY OF NIUECES §

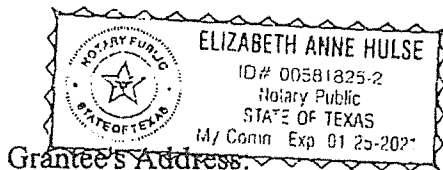
This instrument was acknowledged before me on January 15, 2020, by Phillip E. Neessen.

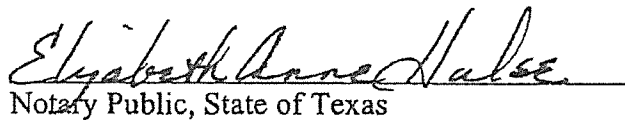



Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF NIUECES §

This instrument was acknowledged before me on January 15, 2020, by Laura G. Neessen.




Notary Public, State of Texas

Neessen Real Estate Holdings, Ltd.
2007 S. U.S. Highway 77 Bypass
Kingsville, Texas 78363

After Recording Return To:

Newman F. Baker III
Davis, Hutchinson & Wilkerson, L.L.P.
802 N. Carancahua, Suite 1500
Corpus Christi, Texas 78401

Exhibit A

2151 N. Hwy. 77

A 6.00 acre subdivision, more or less, out of Farm Lot One (1), Section Five (5), of the Kleberg Town & Improvement Company Subdivision, Kleberg County, Texas, with said 6.00 acre subdivision being more fully described by metes and bounds below:

Fielder Family Trust No. 1, A 6.00+/- acre Subdivision out of Farm Lot One (1), Section Five (5), of The Kleberg Town & Improvement Company Subdivision, Kleberg County, Texas, and being more particularly described by metes and bounds as follows:

Being all that certain tract or parcel of land situated in Kleberg County, Texas, and being a part of Farm Lot 1, Section 5, The Kleberg Town & Improvement Co., a subdivision to said county being described by map or plat recorded in Volume 1, Page 34, Envelope 18, Map and Plat Records, Kleberg County, Texas, and being all of that tract of land conveyed by deed to Belmont Construction, Inc., recorded in Volume 80, Pages 399-406, Official Records, Kleberg County, Texas, more particularly described by metes and bounds as follows to wit:

BEGINNING at the Northwest corner of the aforementioned Farm Lot 1, said corner being in the South margin of the 60 foot R.O.W. of Kleberg County Road 2010 E (said county road also known as Sage Road), said corner being the Northeast corner of a tract of land conveyed by deed to Genaro Alberto Garcia recorded in Volume 267, Pages 111-113, Deed Records, Kleberg County, Texas, said corner being marked by an iron rod found in the ground for THE POINT OF BEGINNING, said point being the Northwest corner of the tract herein described;

THENCE, with the North line of the aforementioned Farm Lot 1, same being the aforementioned South R.O.W. margin of Kleberg County Road 2010 E., N. 89° 06' E., a distance of 260.64 feet to an iron rod found in the ground for a corner, said corner being in the Northwest corner of a tract of land conveyed by deed to Henry T. Benefield recorded in Volume 474, Pages 147-149, Deed Records, Kleberg County, Texas, said corner being the Northeast corner of the tract herein described;

THENCE, with the West line of the aforementioned Benefield tract of land, S.35° 48'E, a distance of 654.87 feet to an iron rod found in the ground for a corner, said corner being in the Southwest corner of the aforementioned Benefield tract of land, said corner being in the Northwest margin of the 300 foot R.O.W. of U.S. Highway 77 By Pass, said R.O.W. being described by deed to the State of Texas recorded in Volume 175, Pages 195-198, Deed Records, Kleberg County, Texas, said corner being the Southeast corner of the tract herein described;

THENCE, with the aforementioned Northwest R.O.W. margin of U.S. Highway No. 77 By Pass, S.54°12'W., a distance of 365.50 feet to an iron rod found in the ground for a corner, said corner being the Southeast corner of a tract of land conveyed by deed to GARCO recorded in Volume 408, Pages 238-240, Deed Records, Kleberg County, Texas, said corner being the Southwest corner of the tract herein described;

THENCE, with the East line of the aforementioned GARCO tract of land, N.35°48'W, a distance of 586.48 feet to an iron rod found in the ground for a corner, said corner being the North most corner of the aforementioned GARCO tract of land, said corner being in the West line of the aforementioned Farm Lot 1, said corner being an outer corner in the West line of the tract herein described;

THENCE, with the aforementioned East line of the Garcia tract of land and the aforementioned West line of Farm Lot 1, N.00°54'W, a distance of 265.21 feet TO RETURN TO AND CLOSE AT THE POINT OF BEGINNING containing within said bounds 6.00+/- acres of land.

2007 S. Hwy. 77

Lots One (1) through Nine (9), Neessen Subdivision, as shown on map or plat of record in Envelope 99, Plat Cabinet II, Map Records of Kleberg County, Texas.

2201 N. Hwy. 77

2.54 Acres out of Farm Lot 1, Section 5 of the Kleberg Town and Improvement Company's Subdivision as recorded in Envelope 87 of the Map Records of Kleberg County, Texas, and being that certain Tract of land described in a Warranty Deed with Vendor's Lien from Edward P. Meyer and wife, Joyce E. Meyer to Kenneth M. Haunschild, dated February 15, 1989, and recorded in Volume 19, Page 860 of the Official Records of Kleberg County, Texas, and being described by metes and bounds as follows:

BEGINNING at a 5/8" rebar found at the Northeast corner of a 0.73 Acre Tract excepted from the Property as described in the above Meyer to Haunschild description, said corner also being the West corner of the here-in described 2.54 Acres;

THENCE S 89Deg-57Min-31Sec E partially along the South line of a 60 feet wide Road Right-of-Way as platted in the San Fernando Estates Subdivision Unit 1, recorded in Envelope 186 of the Map Records of Kleberg County, Texas, a distance of 432.80 feet to a 5/8" rebar with cap set near the West Bank of San Fernando Creek for the Northeast corner of the here-in described 2.54 Acres;

THENCE S 1Deg-05Min-32Sec E with the East line of the here-in described 2.54 Acres a distance of 307.07 feet to a 5/8" rebar with cap set in the Northwest Right-of-Way of U. S. Highway 77;

THENCE S 53Deg-21Min-33Sec W with said Northwest Right-of-Way a distance of 173.63 feet to a 5/8" rebar found at a point of intersection with the Northeast Right-of-Way of Sage Road, also being the Northeast line of the afore-mentioned 0.73 Acre Exception;

THENCE N 36Deg-04Min-09Sec W with the Northeast Right-of-Way of Sage Road and the Northeast line of said 0.73 Acre Exception a distance of 508.41 feet to the POINT OF BEGINNING and containing 2.54 Acres.

All Bearings are Grid Bearings based on the Texas Plane Coordinate System for the South Zone, 1983 North American Datum.

2.07 Acres

Being all that certain tract or parcel of land situated in Kleberg County, Texas, and being a part of Farm Lot 1, Section 5, of The Kleberg Town and Improvement Company's Subdivision, Kleberg County, Texas, described by map or plat recorded November 6, 1906 A.D. in Vol. 3, Page 26, Envelope 87, of the Map and Plat Records of Kleberg County, Texas, more particularly described by metes and bounds as follows:

Beginning at the Northwest corner of the forementioned Farm Lot 1;

Thence, with the North line of the forementioned Farm Lot 1, N. 89 deg. 06 min. E., a distance of 260.6 feet, for the Point of Beginning, said point being marked by an iron rod found in the ground, said point being the Westmost corner of the tract herein described;

Thence, continuing with the forementioned North line of Farm Lot 1, N. 89 deg. 06 min. E., a distance of 182.9 feet, to an iron rod found in the ground for a corner, said corner being the Northmost corner of the tract herein described;

Thence, S. 35 deg. 48 min. E., a distance of 550.2 feet, to an iron rod found in the ground for a corner, said corner being on the Northwest margin of the 300 foot R.O.W. of U.S. Highway 77 By-Pass, said R. O. W. being described by Deed from Filiberto Garcia to the State of Texas, filed January 17, 1964, A. D. and recorded in Volume 175, Page 195-198, of the Deed Records of Kleberg County, Texas, said corner being the Eastmost corner of the tract herein described;

Thence, with the forementioned Northwest R.O.W. margin of U.S. Highway 77y By-Pass, S. 54 deg. 12 min. W., a distance of 150.0 feet, to an iron rod found in the ground for a corner, said corner being the Southmost corner of the tract herein described;

Thence, N. 35 deg. 48 min. W., a distance of 654.9 feet, TO RETURN TO AND CLOSE AT THE POINT OF BEGINNING, containing within said bounds 2.07 acres of land, more or less.

2.76 Acres

2.76 acres out of Lot One (1), Block Five (5), THE KLEBERG TOWN AND IMPROVEMENT COMPANY, an addition in Kleberg County, Texas, as shown on map or plot of record in Envelope 18, Map Records of Kleberg County, Texas, said tract lying Northeast of U. S. Highway No. 77, and being more particularly described by metes and bounds as follows:

BEGINNING at a point in the West boundary of Lot 1, Block 5, The Kleberg Town and Improvement Company subdivision, from whence the Northwest corner of said Lot 1 bears N. 0 deg. 54 minutes W., a distance of 263.21 feet.

THENCE S. 35 degrees 48 minutes E., a distance of 586.48 feet to a point in the Northwest R.O.W. line of U. S. Highway No. 77 for a corner of this tract;

THENCE S. 54 degrees 12 minutes W., along the Northwest R.O.W. line of said U. S. Highway No. 77, a distance of 254.0 feet to a point for a corner;

THENCE S. 52 degrees 51 minutes W., along the said Northwest R.O.W. line, a distance of 157.8 feet to a point, the common line of Lots 1 and 2, said Block 5;

THENCE N. 0 degrees 54 minutes W., along said common line or Lots 1 and 2, a distance of 719.62 feet to the point of beginning.

FILE# 320739

FILED FOR RECORD

2020 JAN 22 PM 1:30

STEPHANIE G. GARZA
COUNTY CLERK KLEBERG COUNTY

BY Concepcion Martinez
DEPUTY

STATE OF TEXAS, COUNTY OF KLEBERG, I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED ON THE DATE AND TIME STAMPED HEREON BY ME AND WAS DULY RECORDED IN THE OFFICIAL RECORDS OF KLEBERG COUNTY, TEXAS.

JAN 23 2020

DELIVERY DATE



Stephanie G. Garza

STEPHANIE G. GARZA
COUNTY CLERK, KLEBERG COUNTY

ANY PROVISIONS HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE INVALID AND ENFORCEABLE UNDER FEDERAL LAW.

RETURN TO:

Davis, Hutchinson & Wilkerson LLP
802 N Carancahua St. Ste 1500
Corpus Christi, TX 78401

RECORDER'S MEMORANDUM:

ALL OR PART OF A SOCIAL SECURITY NUMBER, IF CONTAINED IN THIS DOCUMENT, MAY HAVE BEEN REDACTED. TEX. GOV'T CODE SEC. 552.147(B)
THE COUNTY CLERK MAY REACT A LIVING PERSON'S SOCIAL SECURITY NUMBER FROM ANY OR ALL DOCUMENTS CONTAINED FOR DISCLOSURE IN KLEBERG COUNTY.

BEING A RE-PLAT OF LOTS 1, 2, 3, 4, 5, 6, 7 AND 8, NESSEN
SUBDIVISION, A PLAT OR MAP OF RECORDED IN ENVELOPE 99,
PLAT CABINET II, MAP RECORDS KLEBERG COUNTY, TEXAS.

BEING A RE-PLAT OF LOTS 1, 2, 3, 4, 5, 6, 7 AND 8, NESSEN
SUBDIVISION, A PLAT OR MAP OF RECORDED IN ENVELOPE 99,
PLAT CABINET II, MAP RECORDS KLEBERG COUNTY, TEXAS.

VICINITY MAP
NOT TO SCALE

STATE OF TEXAS
COUNTY OF KLEBERG

WE NEESEN REAL ESTATE HOLDING, LTD., HEREBY CERTIFIES THAT WE ARE THE OWNERS OF THE LANDS DESCRIBED HEREIN, AND THAT WE HAVE THE AUTHORITY TO CONVEY THE SAME TO THE SUBDIVISIONS SET OUT ON PAGE TWO OF THIS INSTRUMENT. THE SUBDIVISIONS SET OUT ON PAGE TWO OF THIS INSTRUMENT ARE: (1) THE LOT EIGHT AND NINE, SECTION 17 OF THE KLEBERG TOWN AND IMPROVEMENT SUBDIVISION, A SUBDIVISION OF THE CITY OF KINGSVILLE, TEXAS; AND I HAVE HAD SAID LANDS SURVEYED AND SUBDIVIDED AS SHOWN HEREON, AND THAT ALL EXAMENTS SHOWN HEREON ARE DEDICATED TO THE PUBLIC USE OF THE PEOPLE OF THE STATE OF TEXAS FOR THE PURPOSE OF DEDICATION AND DEVELOPMENT OF SAID LANDS.

THIS _____ DAY OF _____, 2023

PHILIP NEESSEN

STATE OF TEXAS
COUNTY OF KLEBERG

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED PHILIP J. NAYSEN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED ON THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND IN THE CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE.

THIS DAY OF 2021

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STRICTLY CONFIDENTIAL

STATE OF TEXAS
COUNTY OF WILBORG

I, DIANA J. RUIREZ, CLERK OF KLEBERG COUNTY,
TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING PLAT
OF MEESSEN, WITH ITS CERTIFICATE OF AUTHENTICATION,
WAS FILED IN MY OFFICE THE DAY OF
2023, O'CLOCK
P.M., IN THE MAP RECORDS OF SAID COUNTY, IN
CABINET ENVELOPE

COUNTY CLERK
KLEBERG COUNTY, TEXAS

ay.

ALIBU

TEXAS GEO TECH
LAND SURVEYING, INC.

25 South Staples St., Suite B-2
Corpus Christi, TX 78411

Corpus Christi, TX 78411
P: (361)993-0808 F: (361)993-2955
Survey Date: JUNE 21, 2023
JOB # 230615

GENERAL NOTES:

- 3 THE TOTAL PLATTED AREA CONTAINS 2.87
4 ACRES.
- 5 BY GRANTING BIDDING ONLY TO THE FEDERAL
6 EMERGENCY MANAGEMENT AGENCY (FEMA)
7 INSURANCE RATE MAP, COMMISSIONER PANEL
8 NUMBER 48223C 3305, DATED 03/17/2014,
9 THIS PROPERTY IS IN A FLOOD HAZARD
10 ZONE. THE FLOODING CAN ONLY BE DETERMINED BY
11 A FLOOD STUDY PREPARED BY A REGISTERED
12 PROFESSIONAL ENGINEER.
- 13 ALL BEARINGS AND DISTANCES REFER TO THE
14 TEXAS STATE PLANE COORDINATE SYSTEM OF
15 1983.
- 16 1) EXISTING WATER, GAS AND SEWER LINES.
17 2) THE FINISHED FLOOR ELEVATION MEAS TO BE
18 3) DETERMINED ASIDE ADJACENT THE PUBLIC
19 ROAD.
20 4) THE PROPERTY DESCRIBED HEREIN IS NOT
21 LOCATED INSIDE THE INSTALLATION
22 COMPATIBLE USE ZONE.
- 23 5) C2 - RETAIL DISTRICT

STATE OF TEXAS,
COUNTY OF EL PASO.

THIS FINAL PLAT OF NEESSEN, A SUBDIVISION
APPROVED BY THE MAYOR AND THE CITY COMMISSION
OF THE CITY OF KINGSVILLE, TEXAS, ON THIS THE
DAY OF _____, 1923.

MAYOR

CITY SECRETARY

STATE OF TEXAS
COUNTY OF KLEBERG

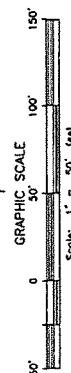
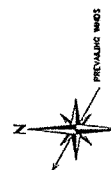
THIS FINAL PLAT OF NEESSEN, A SUBDIVISION APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KINGSVILLE, TEXAS, THIS THE ____ DAY OF _____, 2023, A.D.; PROVIDED HOWEVER, THAT THIS APPROVAL SHALL BE INVALID AND VOID, UNLESS THIS PLAT IS FILED WITH THE COUNTY CLERK WITHIN SIX MONTHS HEREAFTER.

ATTENTION:

STATE OF TEXAS
COUNTY OF KLEBERG

THIS FINAL PLAT OF NEESSEN, A SUBDIVISION WAS APPROVED BY THE DIRECTOR OF PLANNING OF THE CITY OF KINGSVILLE, TEXAS. THIS THE ~~-----~~ DAY OF ~~-----~~ 1971.

DIRECTOR OF PLANNING



Scale: 1" = 50' (not

First Assembly of God Church
1727 Sen C Truan Blvd
Kingsville, Tx 78363
#10140

First Assembly of God Church
1727 Sen C Truan Blvd
Kingsville, Tx 78363
#13215

Chemcel Federal Credit Union
5740 County Road 4
Bishop, Tx 78343-3308
#4005386

Kings Way Family Church
1727 Senator Carlos Truan Blvd
Kingsville, Tx 78363
#42284

Kingsville Joint Venture LLC
2151 S Hwy 77
Kingsville, Tx 78363
#42820

Vanderhider Marvin Herbert
18314 Edwards Bluff
San Antonio, Tx 78259
#19656

Coastal Bend organizations joining forces for Kleberg County students

From clothes, toiletries, school supplies, shoes, backpacks, and everything in between, Coastal Bend families will prepare for one of the most expensive months of the year. It is estimated that over 5,000 students will prepare for Back to School within Kleberg County.

"Back to school shopping and preparing can be stressful for families. We are thankful to be partnering with the Coastal Bend Wellness Foundation and Driscoll Health Plan on an event that will support families and promote education, health, and well-being in the community," said co-host Kleberg County Attorney Kara Philip Sanchez.

This event is offered at no cost and will provide over 1,000 free backpacks, school supplies, community program information, giveaways, free physicals for junior high school students, and so much more. The Back-to-School Bash & Wellness Fair will have something for community members of all



Backpacks, school supplies and more for Kleberg County students

ages. Guardians will have the opportunity to connect with programs that aim to sustain health and wellness for their families and themselves, while youth can engage in activities and prepare for their return to the classroom.

We invite Kleberg County and all the surrounding communities to join us on Saturday, July 22, from 10 a.m. to 1 p.m. at the J.K. Northway Expo Center, located at 501 E. Encinitas Road in Kingsville.

For additional information on becoming a vendor, joining the event, or how to get involved, contact Michaela Flores at (361) 414-2361 or Michaela@cbwellness.org.

Bicyclist struck on U.S. Hwy 77 passes away

On Tuesday, July 11, 2023, at 1:11 a.m., Kingsville Police Department units were dispatched to U.S. Highway 77, south of General Cavazos Blvd., for two bicyclists that

had been struck by a vehicle. Officers learned that two males were riding bicycles on the northbound access road. See "Bicyclist" on Pg. 11

?? TRIVIA ??

HOW SMART ARE YOU?

- Think you know something about everything?
- What do you know about our area?

Play Kingsville Trivia brought to you by Harrel's Pharmacy!

Questions:

1. What does a Nephrologist study?
2. In what year, did Haley's comet be visible with the naked eye from Earth?
3. What element comes last alphabetically?
4. Who played Tatum on Fantasy Island?
5. What was the final year of the Tonight Show, starring Johnny Carson?
6. What was the first television show filmed before a live studio audience?
7. What is the world's largest cat?
8. How many legs does a lobster have?
9. What is the deadliest spider on Earth?
10. What color is Yak milk?

(Answers will be in the next issue)

HOW SMART ARE YOU:

10. Okay listen, quit nagging.
7. Pick up your PID at TAMUK.
- 5-6. You are on your way to your B.S. degree.
- 3-4. Do not help any more school.
- 2 or less—don't leave home without a chaperone.

For all your pharmacy needs, contact Harrel's. Lots of great items and downtown Kingsville's best cats!

Harrel's
Kingsville Pharmacy
204 E. Kleberg • Kingsville, TX
(361) 592-3354

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, August 2, 2023 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard: Owners/Applicant, Cassandra Canela & Jacob Castillo; requesting to replat of The Estates at Wildwood Trail Phase 2, Lot 40, also known as 1404 Lewis Street and The Estates at Wildwood Trail Phase 2, Lot 39, also known as 1426 Lewis Street, Kingsville TX 78363.

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

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, August 14, 2023, at 5:00 p.m. wherein the City Commission will discuss the consideration of the following item and at which time all interested persons will be heard: Owners/Applicant, Cassandra Canela & Jacob Castillo; requesting to replat of The Estates at Wildwood Trail Phase 2, Lot 40, also known as 1404 Lewis Street and The Estates at Wildwood Trail Phase 2, Lot 39, also known as 1426 Lewis Street, Kingsville TX 78363.

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

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, August 2, 2023 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard: Applicant, Roberto Cardenas; Owner, Neessen Real Estate Holdings, Ltd.; requesting the replat of Neessen Subdivision, Block 1, Lots 1-8 (Chevrolet Dealership), about 9.5499 acres, also known as 2007 S. US HWY 77 Bypass, Kingsville, TX 78363.

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

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, August 14, 2023 at 5:00 p.m. wherein the City Commission will discuss the consideration of the following item and at which time all interested persons will be heard: Applicant, Roberto Cardenas; Owner, Neessen Real Estate Holdings, Ltd.; requesting the replat of Neessen Subdivision, Block 1, Lots 1-8 (Chevrolet Dealership), about 9.5499 acres, also known as 2007 S. US HWY 77 Bypass, Kingsville, TX 78363.

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

TRIVIA ANSWERS

July 13, 2023

1. Magnetar
2. 1,048,576
3. 109
4. 20
5. Xerox
6. Vitamin C
7. Pressure
8. Vacuum
9. Trees
10. 220

PUBLIC HEARING NOTICE

The Zoning Board of Adjustments of the City of Kingsville will hold a Public Hearing Thursday, August 10, 2023, at 6:00 p.m. wherein the Board will discuss and/or take action on the following items and at which time all interested persons will be heard: ITEM NO. 2023-3: Alonzo Olguin Jr. Owner/Applicant, requesting a Zoning Variance Request (Steel Garage) for Serenity Estates #2 (Replat), Lot 7-A, 2.2600 Acres, also known as 702 W. Sage, Kingsville, TX 78363.

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

PUBLIC HEARING NOTICE

The Zoning Board of Adjustments of the City of Kingsville will hold a Public Hearing Thursday, August 10, 2023, at 6:00 p.m. wherein the Board will discuss and/or take action on the following items and at which time all interested persons will be heard: ITEM NO. 2023-4: Rebecca Trant, Owner; Ramon Perez, Applicant, requesting a Zoning Variance Request (Carport) for Forrest Park 1, Block 2, Lot 22 also known as 810 Inez, Kingsville, TX 78363.

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

PUBLIC HEARING NOTICE

The Zoning Board of Adjustments of the City of Kingsville will hold a Public Hearing Thursday, August 10, 2023, at 6:00 p.m. wherein the Board will discuss and/or take action on the following items and at which time all interested persons will be heard: ITEM NO. 2023-2: Roberto Zavala, applicant; Columbus Club Assn. of Kingsville, Owner; requesting a Zoning Variance Request (Sign) for KT & I CO, BLOCK 18, LOT PT 12, REAR 3 Acres, KNIGHTS OF COLUMBUS HALL, and KT & I CO, BLOCK 18, LOT PT 12, (KNIGHTS OF COLUMBUS HALL, #3389), 2.0 Acres also known as 320 General Cavazos Blvd., Kingsville, TX 78363.

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

CONSENT AGENDA

AGENDA ITEM #1

City of Kingsville
Public Works, Wastewater Division

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: William Donnell, Director of Public Works

DATE: July 14, 2023

SUBJECT: Fund 051 Budget Amendment Request

Summary:

This item authorizes additional funding in the Wastewater Collections Division for unforeseen bypass pumping expenses on the 12" sewer main crossing on General Cavazos and the 18" sewer main located between Corral Ave and Santa Gertrudis.

Background:

During the current budget the Wastewater Collections Division had major repairs requiring bypass pumping for repairs to be made. There was a 12" sewer main repair on General Cavazos that required a little over a month of bypass pumping to allow for an emergency pipe bursting repair under General Cavazos. Bypass pumping for this repair was \$7,957.00.

Currently, Wastewater Collections is operating a bypass pump with hoses to maintain flow in the 18" main between Corral Ave and Santa Gertrudis. This line was found to be collapsed near the middle of the field. This project is under design by ICE Engineering and scheduled for replacement next month via General Land Office-Mitigation funding. Since this line is planned to be replaced, staff is utilizing bypass pumping to keep the sewer flowing instead of a costly temporary repair. This bypass pumping expense is currently at \$19,764.00 and will continue to increase until replacement of the broken section is complete. Staff has purchased 500 feet of hose and is requesting funds to purchase another 500 feet of hose to eliminate the hose rental charges. The additional hose purchase would be \$9,688.00 for a total cost of this bypass to be \$29,452.00.

Financial Impact:

This will reduce unappropriated Fund 051 balance by \$37,409.00 and increase the Utility Plant line item 051-5-7003-54300 by \$37,409.00.

Recommendation:

Staff is requesting approval of funds to cover unforeseen costs associated with bypass pumping for emergency repairs.

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO APPROPRIATE FUNDING FOR SEWER MAIN PUMPING COSTS ON GENERAL CAVAZOS, CORRAL AND SANTA GERTRUDIS.

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#65

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 051 - UTILITY Fund					
<u>Expenditures</u>					
7003	Wastewater	Utility Plant	54300	\$37,409	

[To amend the City of Kingsville FY 22-23 budget to appropriate funding for sewer main pumping costs on General Cavazos, Corral, and Santa Gertrudis. Funding will come from the unappropriated fund balance of the Utility Fund 051.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 24th day of July 2023.

PASSED AND APPROVED on this the 14th day of August 2023.

EFFECTIVE DATE:_____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #2

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: July 14, 2023

SUBJECT: Fund 001 Budget Amendment Request

Summary:

This item authorizes additional funding for an emergency storm water repair on 4th Street between Santa Gertrudis and Ella.

Background:

During the current budget in the month of December a sinkhole was identified and was found to be a failing 24" storm pipe. Due to the location of the 18" water line and 8" wastewater lines in relation to the storm pipe it was determined the safest repair was to slip line the failing spot of storm pipe. Contractor, Bridges Specialties was called to make the emergency repair at a cost of \$33,700.00. The repair was completed without disturbing the water and wastewater lines.

Financial Impact:

This will reduce unappropriated Fund 001 balance by \$33,700 and increase the Drainage line item 001-5-3050-53100 by \$33,700.

Recommendation:

Staff is requesting approval of funds to cover the emergency repairs on the storm water line.

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO APPROPRIATE FUNDING FOR THE EMERGENCY REPAIR ON 4TH STREET BETWEEN SANTA GERTRUDIS AND ELLA.

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#64

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 – General Fund					
<u>Expenditures</u>					
3050	Street	Drainage	53100	\$33,700	

[To amend the City of Kingsville FY 22-23 budget to appropriate funding for the emergency repair on 4th street between Santa Gertrudis and Ella. Funding will come from the unappropriated fund balance of the General Fund 001.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 24th day of July 2023.

PASSED AND APPROVED on this the 14th day of August 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
Public Works, Solid Waste Division

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: William Donnell, Director of Public Works

DATE: July 14, 2023

SUBJECT: Fund 001 Solid Waste Division Budget Amendment Request

Summary:

This item authorizes additional funding for the Solid Waste Division for Vehicle Maintenance in Sanitation and Landfill.

Background:

During the current budget in Sanitation, the Vehicle Maintenance account is currently over budget by \$24,752.00 due to necessary vehicle maintenance and repairs. The new garbage trucks have lowered the annual repair costs but not to the amount of the approved budget. Staff is requesting an additional \$50,000 to cover Sanitation repairs and maintenance during this fiscal year.

The Landfill Vehicle Maintenance account has a balance of \$816.00. Staff is requesting an additional \$20,000 to cover vehicle and equipment maintenance during the remainder of this fiscal year.

Financial Impact:

This will reduce unappropriated Fund 001 balance by \$70,000 and increase the Sanitation Vehicle Maintenance line item 001-5-1702-41100 by \$50,000 and the Landfill Vehicle Maintenance line item 001-5-1703-41100 by \$20,000.

Recommendation:

Staff is requesting approval of funds to cover Solid Waste Vehicle Maintenance expenses during this fiscal year.

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO APPROPRIATE ADDITIONAL FUNDING FOR SANTITATION AND LANDFILL 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#66

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 - General Fund					
<u>Expenditures</u>					
1702	Sanitation	Vehicle Maintenance	41100	\$50,000	
1703	Landfill	Vehicle Maintenance	41100	\$20,000	

[To amend the City of Kingsville FY 22-23 budget to appropriate additional funding for sanitation and landfill vehicle maintenance. Funding will come from the unappropriated fund balance of the General Fund 001.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 24th day of July 2023.

PASSED AND APPROVED on this the 14th day of August 2023.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #4

Kingsville Parks & Recreation
400 W. King (mailing)
501 Santiago Park Lane (physical)
Kingsville, Texas 78363
361-221-8705
Susan Ivy, Director
361-219-9125



For Information on events and facilities
www.cityofkingsville.com/department/parks
Email:
sivy@cityofkingsville.com
or follow us on Facebook
Kingsville Parks and Recreation

July 14, 2023

To: Mark McLaughlin, City Manager
From: Susan Ivy, Parks Director
Re: Agenda Request – Golf Course Budget Amendment

Summary: We are asking City Commission to authorize the allocation of \$13,642.95 from the Golf Course Capital Maintenance Fund's fund balance to pay for purchase of a Verticut mower (\$10,642.95) and sand (\$3,000) to maintain the new greens and other repairs and improvements that will be needed before the end of the fiscal year.

History: Verticut mowing is a maintenance practice periodically performed on greens to accomplish the following objectives: (1) remove excessive leaf growth that contributes to puffy, spongy surface conditions, and (2) improve mowing quality and surface smoothness.

Financial Impact: This will decrease the 2023 Golf Course Capital Maintenance Fund balance by \$13,642.95 from our available fund balance of \$56,500 to complete this project and fund the equipment.

Recommendation: We ask that you authorize the Budget Amendment needed to appropriate funds from the Golf Course Capital Maintenance Fund for these two items.



Quote Summary

Prepared For:

Ruben Chapa
LE RAMEY MUNICIPAL GOLF COURSE
Ruben Chapa
2522 E ESCONDIDO RD
KINGSVILLE, TX 78363
Mobile: 361-255-1351
rchapa1234@stx.rr.com

Prepared By:

David Shackelford
United Ag & Turf
809 Steve Hawkins Pwky
Marble Falls, TX 78654
Phone: 830-693-6477
davidshackelford@unitedagt.com

Quote Id: 28485428
Created On: 28 March 2023
Last Modified On: 28 March 2023
Expiration Date: 28 April 2023

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE Quick-Adjust 5 Vertical Cutting Units for 2500B, 2500E, 2400, 2550, 2700, and 2750 Triplex Mowers	\$ 13,384.33	\$ 10,642.95 X	1 =	\$ 10,642.95
Equipment Total				\$ 10,642.95

Quote Summary

Equipment Total	\$ 10,642.95
SubTotal	\$ 10,642.95
Total	\$ 10,642.95
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 10,642.95

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE

Selling Equipment

Quote Id: 28485428

Customer: LE RAMEY MUNICIPAL GOLF COURSE

JOHN DEERE Quick-Adjust 5 Vertical Cutting Units for 2500B, 2500E, 2400, 2550, 2700, and 2750 Triplex Mowers

Hours:

Suggested List

Stock Number:

\$ 13,384.33

Code	Description	Qty
5002TC	Quick-Adjust 5 Cutting Units for 2500B, 2500E, 2400, 2550, 2700, and 2750 Triplex Mowers	1

Standard Options - Per Unit

001A	US / Canada	1
1225	Verticutter	1
1390	Less Front Rollers	1
1400	QA5 Cutting Unit Only Counterweight	1
1690	Less Rear Rollers	1
3208	Cutting Unit Attaching Yokes Only for 2400 / 2500 / 2550 PrecisionCut and E-Cut Hybrid Triplex Mowers	1
9805	Cutting Unit Top Shield Extensions	1
9849	55.9 cm (22-in.) Rear Roller Scrapers (Solid) for QA5 or QA7 with 50.8 mm (2-in.) Smooth Rear Rollers	1
9850	55.9 cm (22-in.) Front Roller Scrapers (Solid) for QA5 Cutting Units with 50.8 mm (2-in.) Smooth Front Rollers	1

Other Charges

Freight	1
Setup	1

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO APPROPRIATE FUNDING FOR GOLF COURSE EQUIPMENT AND GREENS IMPROVEMENTS.

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#67

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 026 – Golf Course Capital Maintenance					
<u>Expenditures</u>					
4502	Golf	Machinery & Equipment	71200	\$10,642.95	
4502	Golf	Grounds & Perm Fixtures	59100	\$3,000.00	

[To amend the City of Kingsville FY 22-23 budget to appropriate funding for Golf Course equipment and greens improvements. Funding will come from the unappropriated fund balance of the Golf Course Capital Maintenance Fund 026.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 24th day of July 2023.

PASSED AND APPROVED on this the 14th day of August 2023.

EFFECTIVE DATE:_____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #5

P.O. BOX 1458 – KINGSVILLE, TEXAS 78364

Date: July 14, 2023

To: City Commission via City Manager Mark McLaughlin

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

From: Janine Reyes, Director of Tourism Services

Summary: The Hotel Occupancy Tax Advisory Board was created in 2016 by City of Kingsville City Commissioners. The board meets quarterly and makes recommendations for activities, programs and expenditures authorized by state tax code guiding appropriate use of occupancy tax funds.

The board has seven members with the following representation: Two hotel Industry Representatives, one representative from the King Ranch Museum and/or King Ranch Visitors Center, one representative from the Conner Museum, one representative from historical downtown district and one representative from Texas A&M University—Kingsville and one resident of Kingsville.

All members will be appointed to the board by the City Commission at the recommendation of the City Manager.

Due to restructuring of local leadership, roles and responsibilities at the King Ranch, staff is recommending we update the King Ranch representative role in the ordinance to broaden the scope of the King Ranch representative.

Board member recommendations are made to City Commission after leadership recommendation at their respective entities and commitment to volunteer.

ORDINANCE NO. 2023-_____

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES CHAPTER III-ADMINISTRATION, ARTICLE 3-DEPARTMENTS, BOARDS, & COMMISSIONS, SECTION 101, PROVIDING FOR REVISIONS TO THE KING RANCH REPRESENTATIVE ON THE HOTEL OCCUPANCY TAX ADVISORY BOARD; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, the City Commission of the City of Kingsville believes that the Hotel Occupancy Tax funds are vital to the quality of life and the enhancement and promotion of tourism and the convention and hotel industry; and

WHEREAS, the City of Kingsville believes in the appropriate governing of Hotel Occupancy Tax funds; and

WHEREAS, in 2016 the City Commission of the City of Kingsville created a Hotel Occupancy Tax Advisory Board to better govern Hotel Occupancy Tax; and

WHEREAS, the board members are responsible for conducting a comprehensive assessment of the city's tourism potential and making recommendations to the City Manager of activities, programs, and expenditures as authorized by the Texas Tax Code, Chapters 351 and Texas Local Government Code Chapters 334 & 335, and any other applicable codes that will help increase tourism and visitors in Kingsville; and

WHEREAS, the for the Hotel Occupancy Tax Advisory Board for the City of Kingsville already has a King Ranch Representative position [Ordinance Section 3-3-101(A)(b)], but that position is limited to someone from the King Ranch Visitors Center or the King Ranch Museum; and

WHEREAS, the Ranch is structuring roles and responsibilities of local positions, it would be in both parties best interest to broaden the scope of the King Ranch Representative position by removing the limitation of visitor center or museum personnel for that board position; and

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

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

I.

THAT Chapter III-Administration, Article 3- Departments, Boards & Commissions of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to as follows:

HOTEL OCCUPANCY TAX ADVISORY BOARD

....

§ 3-3-101 BOARD MEMBERSHIP.

- (A) The Hotel Occupancy Tax Advisory Board shall have seven (7) voting members and be appointed by the City Commission at the recommendation of the City Manager. The Hotel Occupancy Tax Advisory Board members shall serve without compensation. The members of the Board shall include:
 - a. Two members to represent the Hotel Industry within the City of Kingsville.
 - b. One member to represent the King Ranch ~~Museum and/or the King Ranch Visitors Center.~~
 - c. One member to represent the Conner Museum.
 - d. One member to represent the historical downtown district/merchants.
 - e. One member to represent Texas A&M University-Kingsville.
 - f. One member must be a resident of the City of Kingsville.
- (B) In addition to the regular voting members of the Board, the City Manager and the Kleberg County Judge shall serve as ex-officio members of the Board with no voting privileges.
- (C) The members of the Board from the voting membership shall elect a Chairman and Vice-Chairman to conduct the meetings and the voting members shall fill any vacancy in either of the offices of Chairman or Vice-Chairman.

....

II.

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

III.

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

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

IV.

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

INTRODUCED on this the 24th day of July, 2023.

PASSED AND APPROVED on this the 14th day of August, 2023.

EFFECTIVE DATE: _____, 2023.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #6

ORDINANCE NO. 2023-_____

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES SECTION 9-3-52; PROVIDING FOR THE MANDATORY SPAY/NEUTER OF AN ANIMAL FOLLOWING IMPOUNDMENT; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

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

WHEREAS, the stray animal population is growing in the community and dogs at large are a threat to public health and safety;

WHEREAS, a method to mitigate the increase in the stray population is the mandatory spay/neuter of impounded animals;

WHEREAS, City has researched other entity ordinances and worked to created this amendment in an effort to increase public health and safety.

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

I.

THAT Section 9-3-52 of Article 3: Animals of Chapter IX, General Regulations, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

...

ANIMAL CONTROL IMPOUNDMENT; FEES; MANDATORY SPAY/NEUTER

...

Sec. 9-3-52. Impoundment; notice; disposition; mandatory spay/neuter.

(A) Animals may be impounded by the Animal Control Personnel under any of the following circumstances when:

(1) A dog, cat, or ferret does not wear or have a valid rabies tag affixed to its collar and said animal is not being used currently in a research program at the owner's institute of higher education which is accredited by the American Association for Accreditation of Laboratory Animal Care;

(2) An animal is reasonably suspected of having inflicted bodily harm on any human being or animal, or poses a threat to public safety or constitutes a public nuisance;

- (3) A dog, cat or ferrets does not have a valid current rabies vaccination;
- (4) A vicious, prohibited or unmuzzled animal is in a place of public assembly;
- (5) An animal is not cared for in violation of § 9-3-61;
- (6) An animal has rabies or symptoms thereof, or that a person could reasonably suspect as having rabies, or that bites, scratches or otherwise creates a condition which may have exposed or transmitted the rabies virus to any human being or animal;
- (7) An animal is not kept in conformity with this chapter or state law; and
- (8) A dog, cat or ferret is roaming beyond the boundaries of the premises of the person having charge, care, or ownership of the animal.

(B) If, by a rabies tag or other means, the owner of an impounded animal can be identified, the Animal Control Personnel shall, as soon as practicable after impoundment, notify the owner, if reasonably possible, that if the impounded animal is not redeemed within three business days after impoundment, disposition of the impounded animal shall occur in accordance with this chapter.

(Ord. No. 2009-33, § I, passed 10-26-09)

(C) Mandatory spay/neuter of dogs following impoundment

(1) The owner or keeper shall keep the animal always restrained and ensure that the animal is not running at large. Dogs to be found to be at large shall be subject to mandatory sterilization at the owner's expense within thirty (30) days of notification of the violation.

(2) Exemption made by the Health Director. The Health Director is authorized to exempt an owner from the requirements of this section if the owner proves to the satisfaction of the Health Director that the animal:

a. Was a member of a national breed club, local breed club, local all-breed club, sporting or hunting club, or was regularly shown during the six-month period immediately preceding impoundment.

b. Was at large due to a natural disaster,

c. Was at large due to the criminal or negligent acts of a third party, or

d. Display no characteristics indicting aggressiveness and has a potential market value, as a breeding animal.

The denial of a requested exemption pursuant to this subsection (f)(2) by the Health Director may be appealed by the owner of the animal by giving signed, written notice of such appeal and grounds therefor to the City Manager within

ten (10) calendar days after issuance of denial. The determination by the City Manager of said appeal shall be final.

(3) *Certification of spay and neuter procedure.* The owner is required by this section to spay or neuter their animal and shall submit certification signed by a licensed veterinarian that the procedure was performed no later than the fortieth day following the notification of violation to the City's Animal Control and Care Center.

(4) *Offenses.* A person commits an offense if the person is required by this section to spay or neuter their animal and fails to provide certification to the City's Animal Control and Care Center of the procedure.

(5) *Affirmative defense.* In a prosecution for a violation of subsection (f)(4), it is an affirmation defense that at the time of the animal's impoundment.

a. The owner of the dog was a member of a national breed club, local breed club, local all-breed club, sporting or hunting club, or was regularly shown during the six-month period immediately preceding impoundment.

b. The animal was at large due to a vis major.

c. The animal was at large at the time of its impoundment due to the criminal or negligent acts of a third party who was not residing at the dog's owner's residence. At trial, evidence of a fire or the criminal or negligent acts of a third party may be present in one (1) or more of the following manners.

1. A certified copy of a police or fire report verifying the incident.

2. The affidavit of police or fire personnel with direct knowledge of the incident; or

3. The testimony of the police or fire personnel with direct knowledge of the incident.

(6) Nothing in this subsection may be construed so as to permit a spayed or neutered dog to run at large.

(D) *Disposition of animals.*

Immediately upon impoundment, the city is the designated caretaker of impounded animals. Impounded animals not redeemed by their owner within three (3) working days following impoundment become the property of the city and may be placed for adoption in a suitable home or with any nonprofit rescue group or humanely euthanized.

...

II.

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

III.

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

IV.

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

INTRODUCED on this the 24th day of July, 2023.

PASSED AND APPROVED on this the 14th day of August, 2023.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #7

RESOLUTION NO. 2023-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT FOR E9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES BETWEEN THE CITY OF KINGSVILLE AND THE COASTAL BEND COUNCIL OF GOVERNMENTS.

WHEREAS, the City Commission previously approved Resolution #2021-54 on September 7, 2021, Resolution #2019-70 on August 12, 2019, Resolution #2017-45 on August 14, 2017, Resolution #2015-40 on July 27, 2015, Resolution #2013-43 on July 22, 2013, Resolution #2011-49 on August 22, 2011, and #2009-59 on October 26, 2009 for E9-1-1 Public Safety Answering Point Services with the COG, which must be renewed every two years; and

WHEREAS, the Commission on State Emergency Communications has a requirement that began in 2009 that a new interlocal agreement must be executed between the CBCOG and a participating local government (ie, city or county) every two years and it is time for said renewal; and

WHEREAS, but for the period of time during which it is in effect, the proposed agreement has not changed from the one the City Commission approved in 2015 and it includes the minimum requirements to remain compliant with existing laws governing 9-1-1 services in the region.

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 enter into an Interlocal Agreement for E9-1-1 Public Safety Answering Point Services between the City of Kingsville and the Coastal Bend Council of Governments 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 14th day of August, 2023.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

INTERLOCAL AGREEMENT FOR E9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES

Article 1: Parties & Purpose

1.1 The **Coastal Bend Council of Governments** (RPC) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. The RPC has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region **20** (Region), and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.

1.2 **The City of Kingsville** (Local Government) is a local government that operates Public Safety Answering Points (PSAP) that assist in implementing the Strategic Plan as approved by the Commission.

1.3 The Commission, as authorized by Health & Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.

1.4 The Contract for 9-1-1 Services between the Commission and the RPC requires the RPC to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to the Commission and granted to the RPC (9-1-1 Funds) and adherence to Applicable Law.

Article 2: Applicable Law

2.1 Applicable law, as defined in the prior section, includes, but is not limited to, Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act; Texas Government Code Chapter 783 (Uniform Grant and Contract Management, including Uniform Grant Management Standards [UGMS] Title 34, Part 1, Chapter 20, Subchapter I), Chapter 441, Subchapter J (Preservation and Management of Local Government Records Act), and Chapter 2260 (Resolution of Certain Contract Claims Against the State); and Texas Local Government Code Chapter 391 (Regional Planning Commissions).

2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption unless the RPC finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately. The RPC shall provide the Local Government written notice of all new or amended policies, procedures or interpretations of Commission rules within a reasonable time after adoption, and in any event at least 10 days prior to the time such policies or procedures are enforceable against the Local Government.

Article 3: Deliverables

3.1 The Local Government agrees to:

3.1.1 Operate and maintain the Kingsville PD PSAP located at 1700 East King Street, Kingsville TX, 78363.

3.1.2 Provide 9-1-1 public safety answering service 24 hours per day, seven days per week; and

3.1.3 Cooperate with the RPC in providing and maintaining suitable PSAP space meeting all technical requirements.

3.2 Ownership, Transference & Disposition of Equipment

3.2.1. The RPC and the Local Government shall comply with Applicable Law, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).

3.2.2 The RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. The RPC may maintain ownership, or it may agree to transfer ownership to the Local Government according to established policy.

3.2.3 The Local Government shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.

3.2.4 Ownership and transfer-of-ownership documents shall be prepared by the RPC and signed by both parties upon establishing ownership or transference of ownership of any such 9-1-1 equipment in accordance with UGMS and the State Comptroller of Public Accounts. Sample forms are provided as Attachments A and B to this Agreement.

3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by Coastal Bend Council of Governments and proof of insurance shall be provided upon request.

3.2.6 The RPC and/or the Commission shall be reimbursed by the Local Government for any damage to 9-1-1 equipment other than ordinary wear and tear.

3.3 Inventory

3.3.1 The RPC shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law;

3.3.2 All 9-1-1 equipment shall be tagged with identification labels.

3.3.3 Any lost or stolen 9-1-1 equipment shall be reported to the RPC as soon as possible.

3.4 Security

3.4.1 The Local Government shall limit access to all 9-1-1 equipment and related data only to authorized personnel.

3.5 Training

3.5.1 The Local Government shall notify the RPC of any new 9-1-1 call takers and schedule for applicable training as soon as possible.

3.6 Operations

The Local Government shall:

3.6.1 Designate a PSAP supervisor and provide related contact information to the RPC;

3.6.2 Monitor and test the 9-1-1 equipment and report any failures or maintenance issues immediately to the appropriate maintenance vendor and/or the RPC;

3.6.3 Coordinate with the RPC and local elected officials in the planning for and implementation and operation of all 9-1-1 equipment;

3.6.4 Allow 24-hour access to the 9-1-1 equipment for repair and maintenance service, as required;

3.6.5 Assist the RPC in conducting inspections of all 9-1-1 equipment at the PSAP as identified by the RPC for quality assurance;

3.6.6 Test all Telecommunications Devices for the Deaf (TDD) for proper operation;

3.6.7 Log all TDD 9-1-1 calls and equipment testing as required by the Americans with Disabilities Act of 1990;

3.6.8 Log all trouble reports and make copies available to the RPC as required by the RPC;

3.6.9 Make no changes to 9-1-1 equipment, software or programs without prior written consent from the RPC.

Article 4: Performance Monitoring

4.1 The RPC and the Commission reserve the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and performance of the deliverables specified in this Agreement. The Local Government agrees to fully cooperate with all monitoring requests from the RPC and/or the Commission for such purposes.

Article 5: Procurement

5.1 The RPC and the Local Government agree to use competitive procurement practices and procedures required by Applicable Law and RPC procurement policies in connection with any procurement to be funded with 9-1-1 Funds.

5.2 The RPC shall **purchase or reimburse (where applicable)** supplies necessary for performance of the deliverables per this Agreement.

Article 6: Financial

6.1 As authorized by Applicable Law, the provisioning of 9-1-1 service throughout the Region is funded by Commission grants of appropriated 9-1-1 Funds.

6.2 The RPC will provide 9-1-1 Funds to the Local Government on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the Local Government are complete, accurate, and appropriate.

6.3 The RPC may withhold, decrease, or seek reimbursement of 9-1-1 Funds in the event that those 9-1-1 Funds were used in noncompliance with Applicable Law.

6.4 The Local Government shall reimburse the RPC and/or the Commission, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.

6.5 Such reimbursement of 9-1-1 Funds to the RPC and/or the Commission, as applicable, shall be made by the Local Government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and then submitted to the Commission for approval.

6.6 The Local Government commits to providing 9-1-1 services as a condition to receiving 9-1-1 Funds as prescribed by the RPC's Strategic Plan and any amendments thereto.

Article 7: Records

7.1 The Local Government will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to the Local Government for 9-1-1 service consistent with Applicable Law and generally accepted accounting principles and as approved in the RPC's current approved Strategic Plan;

7.2 The RPC or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the Local Government, the PSAP, or by any other entity that has performed or will perform services related to this Agreement.

7.3 The Commission and State Auditor's Office shall have the same access and examination rights as the RPC.

Article 8: Assignment

8.1 The Local Government may not assign its rights or subcontract its duties under this Agreement. An attempted assignment or subcontract in violation of this paragraph is void.

Article 9: Nondiscrimination and Equal Opportunity

9.1 The RPC and the Local Government shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 10: Dispute Resolution

10.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.

10.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.

10.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

10.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.

10.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

10.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Article 11: Suspension for Unavailability of Funds

11.1 In the event that (i) the RPC's approved budget and/or appropriations to the Commission from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Local Government provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of the RPC, and (iii) the RPC has exhausted all funds legally available for reimbursement to Local Government, and no other legal procedure shall exist whereby payment hereunder can be made to Local Government; and (iv) RPC has negotiated in good faith with Local Government to develop an alternative payment schedule or new agreement that will accommodate RPC's approved budget and/or appropriations for the applicable period, then RPC will not be obligated to reimburse the Local Government for the applicable budget year(s).

Article 12: Notice to Parties

12.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article and signed on behalf of the party.

12.2 The RPC's address is:

**Coastal Bend Council of Governments
2910 Leopard Street
Corpus Christ, Tx 78408**

The Local Government's address is:

**Office of the City Manager
City of Kingsville
PO Box 1458
Kingsville, Texas 78364**

12.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 13: Effective Date and Term

13.1 This Agreement is effective as of **September 1, 2023** and shall terminate on **August 31, 2025**.

13.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.

13.3 If this Agreement is terminated for any reason, the RPC shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

Article 14: Force Majeure

14.1 The RPC may grant relief from performance of the Agreement if the Local Government is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Local Government. The burden of proof for the need of such relief shall rest upon the Local Government. To obtain release based on force majeure, the Local Government shall file a written request with the RPC.

Article 15: Confidentiality

15.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.

15.2 The Local Government or its duly authorized representative will notify the RPC upon receipt of any requests for information.

Article 16: Indemnification

16.1 To the extent authorized by law, each party agrees to indemnify the other and agrees to defend its governing body members, officers and employees, against any claim, suit or administrative proceeding, and to indemnify them against any liability including all costs, expenses, and reasonable attorney's fees incurred arising out of an act or omission of the governing body, any officer, employee or agent in carrying out this Agreement.

Article 17. Historically Underutilized Business Requirements

17.1 The Local Government shall comply with requirements of Chapter 2161 of the Government Code regarding Historically Underutilized Businesses.

Article 18: Miscellaneous

18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.

18.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.

18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.

18.4 All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect the term of this Agreement, which shall continue in full force and effect.

18.5 The following Attachments are part of this Agreement:

Attachment A	Ownership Agreement
Attachment B	Transfer of Ownership Form
Attachment C	Scope of Work
Attachment D	PSAP Operations Performance Measures and Monitoring
Attachment E	Commission Documents – Legislation, Rules and Program Policy Statements
Attachment F	Contact and Notification of PSAP Moves

18.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.

18.7 This Agreement is executed in duplicate originals.

Coastal Bend Council of Governments

City of Kingsville

By: Vernica Toomey

By: _____

Printed Name: Vernica Toomey

Printed Name: _____

Title: Interim Executive Director

Title: _____

Date: 8-1-2023

Date: _____

Attachment A Ownership Agreement

As stipulated in Article 3 of the Agreement, the RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction.

The RPC hereby establishes all 9-1-1 equipment located at Kingsville Police Department (PSAP Name), in Kleberg County, to be the property of **Coastal Bend Council of Governments**, hereinafter referred to as "Owner".

Following is an itemized listing of 9-1-1 equipment hereby defined as the property of Owner.

- *See inventory list on next page*
- *Any equipment with a CBCOG numbered name tag*

Coastal Bend Council of Governments

By: Veronica Toomey

Printed Name: Veronica Toomey

Title: Interim Executive Director

Date: 8-1-2023

City of Kingsville

By: _____

Printed Name: _____

Title: _____

Date: _____

TAG #:	EQUIPMENT	TYPE OF EQUIPMENT	SERIAL #:	MODEL #:	LOCATION OF PROPERTY
1345	APC BATTERY	BU BATTERY		APC	DISPATCH
1348	NEC MONITOR	MONITOR	85113008	NEC 21.5	DISPATCH
1349	GEN3 CPU	CPU	S18240154	GEN3	DISPATCH
1350	NEC MONITOR	MONITOR	85112994	NEC 21.5	DISPATCH
1351	NEC MONITOR	MONITOR	85113274	NEC 21.5	DISPATCH
1352	NEC MONITOR	MONITOR	85113265	NEC 21.5	DISPATCH
1405	MAPFLEX 4 SERVER	MAP SERVER		MAPFLEX	EQUIPMENT ROOM
1412	NEC MONITOR	MONITOR	85112975	NEC 21.52	DISPATCH
1413	NEC MONITOR	MONITOR	85112998	NEC 21.5	DISPATCH
1546	BLACK SERVER CABINET	SERVER CABINET		OMNI MOUNT	EQUIPMENT ROOM
1763	UTI-MC4 MINICOM IV	TDD/TTY MACHINE	306B1413921	UTI-MC4 MINICOM IV	DISPATCH ROOM
1813	VISTACOM RECORDER NEXLOG	911 PSAP RECORDER	740000662	NEXLOG 740	EQUIPMENT ROOM
2111	ALI ROUTER CISCO 1921	MPLS ROUTER	FGL1705208L	CISCO 1921	EQUIPMENT ROOM
2112	ALI ROUTER CISCO 1921	WIRELESS ROUTER	FTX181782V9	CISCO 1921	EQUIPMENT ROOM
2113	APC BATTERY	BU BATTERY		APC	DISPATCH
2114	APC BATTERY	BU BATTERY		APC	DISPATCH
2115	APC BATTERY	BU BATTERY		APC	DISPATCH
2124	HP PRINTER ENVY 7855	911 PRINTER		HP 7855	DISPATCH
2182	CISCO ROUTER 4331	ROUTER	FTX160382L2	CISCO 4331	EQUIPMENT ROOM
2183	ECATS	ECATS REPORTS TOP & BOTTOM SWITCHES	5512AS	AS	EQUIPMENT ROOM
2184	VIPER HOST SWITCHES			CATALYST 2960	EQUIPMENT ROOM
2185	OBJECT	OBJECT SERVER		HP PROLIANT DL20 GEN9	EQUIPMENT ROOM

Attachment B

Transfer of Ownership Form

As stipulated in Article 3 of the Agreement between [REDACTED] (RPC) and [REDACTED] (Local Government) dated [REDACTED], 20[REDACTED], the RPC shall document all transfers of ownership of 9-1-1 equipment between the RPC and the Local Government.

Indicate the appropriate classification:

Transfer _____ Disposition _____ Lost _____

Please provide the following information in as much detail as possible.

Inventory Number	Current Assignee:
Description	Location:
Serial Number	Signature:
Acquisition Date	Date:
Acquisition Cost	New Assignee:
Vendor	Location:
Invoice Number	Signature:
Purchase Order Number	Date:
Condition	

Continued.....

Attachment B
Transfer of Ownership Form (continued)

Action Recommended by: _____

Title: _____

Date: _____

Comments: _____

Approved: _____ Yes _____ No

Proceeds, if any: _____

Approved by: _____

Title: _____
 Comptroller

Date: _____

Disposed or Lost Property shall require approval by the agency head.

Reviewed by: _____
 Executive Director (or other appropriate title of agency head)

Date: _____

Attachment C Scope of Work

The Coastal Bend Council of Governments for 9-1-1 which will be referred to as CBCOG in Attachment C, is responsible for the PSAP(s) herein regarding the Interlocal Agreement. CBCOG is responsible for the following related to the 9-1-1 network

- Geographic Information Systems data related to call taking
 - o Addressing guidelines and assistance
 - Please note CBCOG does not issue 9-1-1 addresses. The Role of the 9-1-1 network is to assist the addressing agent.
 - o Compliance with CSEC GIS Guidelines on the delivery of a 9-1-1 call utilizing GIS functions
- Front and Back Room CPE (Customer Premise Equipment) related to delivery of a 9-1-1 call
- Quarterly Monitoring visits on equipment but not limited too
 - o testing of lines on the status of PSAP at the time of visit.
 - o "spot checks" of the 9-1-1 printer and any other equipment
 - o Condition of the PSAP at the time of visit
 - o Brief walkthrough of the GUI (General User Interface) of either the call delivery system or GIS map
- 9-1-1 Education related to 9-1-1 and/or call taking
 - o Distributables/materials are for functions for public events related to 9-1-1 and public safety such as "National Night Out" and Telecommunicators Week
 - o Presentations to the public for schools on the importance of 9-1-1
 - o Posting on social media (Twitter, Facebook, etc.) for community outreach to educate the public on 9-1-1

Not included in this agreement, each Dispatch room is provided a ring binder that explains the best practices for 9-1-1 system training, standard operating procedures for Contingency Plans, Network Diagrams, PSAP Monitoring Procedures and other information related to 9-1-1. This and related information is available at the CBCOG office or by contacting any of the 9-1-1 employees.

If any changes arise in the scope of work, the PSAP Manager, Sherri, and signer of this document will be notified.

Attachment D

PSAP Operations Performance Measures and Monitoring

Logs

The Local Government shall provide copies of logs and reports to assist with the RPC's collection of efficiency data on the operation of PSAPs including, but not limited to:

1. Trouble report logs at least once per year;
2. List of service affecting issues once per year;
3. Certification of TTY/TDD testing once per year; and
4. TTY/TDD call logs.

Quality Assurance Inspections

RPC personnel will conduct site visits at least 4 per year to evaluate the condition of equipment, efficiency of PSAP operations, and compliance with the Agreement.

In addition, quality assurance inspections will be conducted as follows:

Please see the scope of work (Attachment C) example of the inspection conducted. The 9-1-1 compliance monitoring list has been attached. The full file can be located at https://www.csec.texas.gov/s/program-policy-statements?language=en_US for PPS-031, PSAP Monitoring Checklist.

If any items are out of compliance, CBCOG will issue a finding which will be sent to the PSAP manager.

Best Practices Model Monitoring Checklist for PSAP's (RPC Name):

County Name: _____

Date: _____

PSAP Name: _____

Telephone Number: _____

PSAP Contact
Person: _____

RPC 9-1-1 Coordinator: _____

Previous Findings:

1. CPE - Front Room

CPE: Leased or Owned

CPE Vendor:

CPE Maintenance Vendor:

CPE Description/Model:

Category	Check Box if in Compliance	Findings	Comments
Lighting	<input type="checkbox"/>		
Cleanliness	<input type="checkbox"/>		
Ventilation	<input type="checkbox"/>		
Inventory tags	<input type="checkbox"/>		
Secure from general public; accessible to PSAP staff	<input type="checkbox"/>		
Redundant 9-1-1 call taking equipment functioning (PPS 031)	<input type="checkbox"/>		
ANI/ALI display (PPS 031)			

Map display, if applicable	<input type="checkbox"/>		
No unauthorized third-party software/integration (PPS 031)	<input type="checkbox"/>		
Language Line speed dial/direct dial transfer/accessibility (PPS 031)	<input type="checkbox"/>		
Language Line account number & PSAP access code visible	<input type="checkbox"/>		
Poison Control direct dial transfer (PPS 031)	<input type="checkbox"/>		
Poison Control 10-digit number displayed	<input type="checkbox"/>		
Published PSAP 10-digit emergency telephone number (PPS 031)	<input type="checkbox"/>		
RPC Contact information	<input type="checkbox"/>		
Wireless Phase I & II E9-1-1 level of service (PPS 031)	<input type="checkbox"/>		
Equipment repair/trouble contact information	<input type="checkbox"/>		
Make busy overflow	<input type="checkbox"/>	To: _____	
Contingency Plan (PPS 031) To: Name of PSAP/County	<input type="checkbox"/>	To: _____	
Network Testing (PPS 031)	<input type="checkbox"/>		
Maintenance trouble/trouble report logs	<input type="checkbox"/>		
Direct dial transfers & labels, if applicable	<input type="checkbox"/>		
9-1-1 ANI/ALI Discrepancy Reports	<input type="checkbox"/>		

TTY test call log (PPS 031)	<input type="checkbox"/>		
Required TTY training offered (PPS 031)	<input type="checkbox"/>		
Stand alone TTY accessible (PPS 031)	<input type="checkbox"/>		
Printer functioning - adequate paper & ribbon, if applicable	<input type="checkbox"/>		

2. CPE Backroom

Category	Check Box if in Compliance	Findings	Comments
Redundant network connections functioning (PPS 031)	<input type="checkbox"/>		
Cleanliness	<input type="checkbox"/>		
Ventilation	<input type="checkbox"/>		
Lighting	<input type="checkbox"/>		
Secure from general public; accessible to PSAP staff	<input type="checkbox"/>		
Back-up Power/UPS (PPS 031)	<input type="checkbox"/>		
Generator testing	<input type="checkbox"/>		

3. Recorders

Brand/Model:

Category	Check Box if in Compliance	Findings	Comments
Accessible	<input type="checkbox"/>		
Verify & list number of channels	<input type="checkbox"/>		

Verify & list number of channels dedicated to 9-1-1 lines	<input type="checkbox"/>		
Functioning - each 9-1-1 line being recorded (PPS 031)	<input type="checkbox"/>		
Adequate supply of storage media	<input type="checkbox"/>		

Attachment E

Commission Documents

The following documents govern the funding and provisioning of 9-1-1 services by the RPC:

1. Commission Legislation: <http://www.csec.texas.gov> and <http://www.csec.texas.gov/statutes>
2. Commission Rules: <http://www.csec.texas.gov>
3. Commission Program Policy Statements:
<http://www.csec.texas.gov/program-policy-statements/9-1-1-program>

Attachment F

Contact and Notification of PSAP Moves

Any PSAP moves that are happening in the Coastal Bend Council of Governments (herein now referred to as CBCOG in attachment F) region must be properly received in the time frame of minimum of a **90-day notice**. This notice should include the tentative date of move if it is a consolidation of a PSAP.

If it is a new building, the projected final construction date and move should be noted.

Proper notification ensures a paper trail for both CBCOG and the PSAP in question as well as a timely move. This ensures that equipment for both 9-1-1 and the PSAP are moved efficiently as well as assistance in any costs related to the PSAP move or assistance in construction of the building. Proper notification also allows CBCOG to budget accordingly as the budget cycle works in a 2 year increment starting in September 1st of the old year and ending August 31st of the new year.

The delivery of notification is deemed as acceptable:

- E-mail
 - o The e-mail in question must be to the 9-1-1 Program Director or the Executive Director of CBCOG.
- Letterhead from a local government official
 - o Sherriff, Mayor, City Manager, Judge of this title/hierarchy are applicable
 - o Standard postal delivery is applicable, certified mail is preferred
- Any official form of written communication

Phone calls, heresay and any other forms of this nature is not a valid form of contact. Failure to properly notify CBCOG would result in a finding report to contacts involved as well as other forms of action.

REGULAR AGENDA

AGENDA ITEM #8

TEXAS ENTERPRISE ZONE PROGRAM EXECUTIVE SUMMARY AND NOMINATION REQUEST

Program Overview

The Texas Enterprise Zone Program (TEZP) is a statutory economic development tool for local communities to partner with the State of Texas to promote job creation and retention as well as significant private investment.

TEZP sales and use tax refunds are based on the level of investment and job activity. The benefit from the program is from the state portion of tax and has *no local fiscal impact*. The following chart details the refund thresholds for incremental levels of capital investment:

5-Year Capital Investment	Refund per Job	Maximum Created or Retained Jobs	Maximum Refund over 5-Year Period*
\$40,000-\$5,000,000 or more	\$2,500	250	\$625,000
\$5,000,000-\$149,999,999	\$2,500	500	\$1,250,000
\$150,000,000-\$249,999,999	\$5,000	500	\$2,500,000
\$250,000,000+	\$7,500	500	\$3,750,000

***Double Jumbo Enterprise Projects will only receive credit for new job creation*

**** Triple Jumbo Enterprise Projects must create at least 500 jobs*

Eligibility

1. The Governor's Office is authorized to designate up to 105 projects every two years, however, a local community must first nominate a business to be eligible for the TEZP.
2. Employment and capital investment commitments must be made and implemented within the 5-year designation period. Capital investment is not limited to plant expansions or new construction.
3. Requirement to hire a percentage of economically disadvantaged individuals, veterans, or residents of an enterprise zone is 25% or 35% for certified positions that experience turnover.

Competitive Scoring

The TEZP Application is segmented into three distinct parts with a certain percentage of the overall points earmarked for each section. Points towards the project designation can be earned within each of the below criteria sections:

- ✓ Distress of Area: Economic distress characteristics of the immediate geographic area.
- ✓ Local Effort: Local efforts by local jurisdiction aimed at achieving development and revitalization of the block group in which a proposed Project is located.
- ✓ Private Effort: Type and wage levels of the jobs to be created and/or retained, community initiatives, and local revitalization support contributed by the company.

BASF Corporation – Project Overview and Nomination Request

BASF Corporation ("BASF") is headquartered in Florham Park, New Jersey and is a North American affiliate of BASF SE located in Ludwigshafen, Germany. In North America, 2017 revenues were ~\$16 billion, and the company employed more than 18,200 people. BASF is an industry leader in chemical production with operational plants in the world's main economic regions. The company operates in five business segments: chemicals (monomers, petrochemicals, and intermediate products), performance products (pigments, paper chemicals, care chemicals, nutrition and health, and pharmaceutical ingredients), functional materials and solutions (catalysts, industrial coatings, and construction chemicals), agricultural solutions (herbicides, fungicides, and insecticides), and oil and natural gas exploration and production.

For over 20 years, BASF has been manufacturing ibuprofen at its award-winning, eco-efficient production site located at US Highway 77 in the Kingsville extra-territorial jurisdiction. In 2018, with a partnership between the City of Kingsville and the company, BASF was awarded a Half Enterprise Zone Designation for an investment of \$9MM and 51 retained jobs. The designation expired on June 1, 2023. During this time the facility has met and exceeded its capital investment commitment as well as grown its employee base to 88 jobs.

Over the next five years, BASF anticipates spending in excess of \$7MM on capital projects as well as retaining its existing workforce of 88 full-time employees. These investments will comprise of upgrades including but not limited to equipment replacement and upgrades at the current facility. BASF's investment supports the company's commitment to the pharmaceutical industry and their overall goal to close supply gaps and efficiently support customer growth plans. As a result of this investment, BASF respectfully requests a Half Enterprise Zone Nomination for the September 1, 2023 application cycle.

P.O. BOX 1458 – KINGSVILLE, TEXAS 78364

August 15, 2023

Ms. Adriana Cruz
Executive Director
Office of the Governor
Economic Development and Tourism
1100 San Jacinto Boulevard, 3rd Floor
Austin, Texas 78701

RE: BASF - Application for Half Enterprise Project Designation

Dear Ms. Cruz:

Enclosed for your review and approval is our application nominating BASF Corporation as a Half Enterprise Zone Project under the Texas Enterprise Zone Program for the September 1, 2023 Application Cycle. The City of Kingsville fully supports the nomination and approval of this Half Enterprise Project Application.

Thank you for your prompt and thoughtful consideration of this request. The City of Kingsville is looking forward to the approval of this Half Enterprise Project Application.

For additional information, please contact me at (361) 595-8002.

Regards,

Mark McLaughlin
City Manager
City of Kingsville

BASF Corporation

XXII. FULL-TIME JOBS FOR BENEFIT

☐ **New Jobs**

Attach a breakdown of types of new jobs to be created by six-digit Standard Occupational Code and/or title, and the salary range or hourly rate for each (*Tab 14*)

Total Number of New Full-Time Jobs to be Created _____

Total Amount of Annual Payroll for New Jobs _____

☒ **Retained Jobs** (*check only if for benefit*)

Attach a breakdown of types of jobs to be retained for benefit by six-digit Standard Occupational Code and/or title, and the salary range or hourly rate for each. Include the original request by the business to the governing body signed by the primary business representative, as well as the documentation which verifies the qualifying criteria behind Tab 15.

(*Tab 15*)

Total Number of Jobs to be Retained for Benefit 88

Total Amount of Annual Payroll for Retained Jobs \$10,079,970.00

Choose **all** that apply and include backup documentation

- ☐ Permanent employees will be permanently laid off (Chapter 2303.406(a)(4)(A))
- ☐ Business will permanently close down (Chapter 2303.406(a)(4)(B))
- ☐ Business will relocate out of Texas (Chapter 2303.406(a)(4)(C))
- ☒ Business is able to employ individuals in accordance with Section 2303.402 (Chapter 2303.406(a)(4)(D))
- ☐ Business facility has been legitimately destroyed or impaired due to fire, flood, tornado, hurricane, or any other natural disaster (Chapter 2303.406(a)(4)(E))

I have reviewed the request for the retained job benefit under the Texas Enterprise Zone Program, and verify that it meets the criteria outlined above, as required by statute. The backup documentation has been placed under *Tab 15* of this application.

Signature _____
(*Governing Body Liaison*)

Date _____

Printed Name Mr. Mark McLaughlin

Title City Manager

BASF Corporation

XXX. CERTIFICATION OF APPLICATION

Governing Body Liaison

Prefix Mr. First Name Mark Last Name McLaughlin

Title City Manager

Organization City of Kingsville

Street Address 400 W. King Ave

Mailing Address PO Box 1458

City Kingsville State TX Zip 78364 - 1458

Phone Number 361-595-8002 Fax Number 361-595-8024

Email Address citymanager@cityofkingsville.com

Community Website http://www.cityofkingsville.com/

To the best of my knowledge and belief, the information contained in this Enterprise Project Application is true and correct and I have read the Texas Enterprise Zone Act and the Enterprise Zone Program Rules and am familiar with the provisions contained therein, as evidenced by my signature below.

Signature _____ Date _____
(Governing Body Liaison)

Printed Name Mr. Mark McLaughlin Title City Manager

GIVEN under my hand and seal of office this _____ day of _____, _____

Notary Public, State of Texas

(Notary Seal)

My commission expires _____

Governing Body:



**Texas Enterprise Zone Program
MANDATORY ANNUAL REPORT FORM**

Reporting Period: September 1, 2021 through August 31, 2022
(State Fiscal Year 2022)

Complete and submit this original report form. You must submit this form with regard to the enterprise zone program activity in your jurisdiction, in accordance with the Texas Enterprise Zone Program Act, Texas Government Code, Chapter §2303.205, on or before **October 1, 2022**. If this report is not received by the due date, your community will be ineligible to receive any further enterprise project designations, and any applications for enterprise project status submitted for the September 2022 round or later will be placed on hold until the report is received. Further, this document is not considered to be received unless it has been signed by the governing body liaison.

E-mail this completed form to EnterpriseZone@Gov.Texas.Gov

For additional information on the Texas Enterprise Zone Program, contact the Texas Economic Development Bank at (512) 936-0100.

Governing Body Liaison *(as stated in the nominating ordinance or order)*

Prefix _____ First Name Mark Last Name McLaughlin

Title City Manager

Organization City of Kingsville

Street Address 400 W. King Ave.

Mailing Address P.O. Box 1458

City Kingsville State TX _____ Zip 78364 - 1458

Phone Number (361) 595-8002 Fax Number (361) 595-8024

Email Address mmclaughlin@cityofkingsville.com

Community Website <http://www.cityofkingsville.com>

To the best of my knowledge and belief, the information contained in this Mandatory Annual Report is true and correct, as evidenced by my signature below.

Signature _____ Date _____
(Governing Body Liaison)

Governing Body

Community Incentives

Incentives Available During Report Year

- ☐ Local Sales Tax Refund
- ☐ Tax Abatement
- ☐ Tax Increment Financing
- ☐ Freeport Exemption
- ☐ Economic Development Sales Tax (4A) Contribution
- ☐ Economic Development Sales Tax (4B) Contribution
- ☐ Chapter 380/381
- ☐ Other Tax Deferrals, Tax Refunds or Tax Incentives
- ☐ Zoning Changes / Variances
- ☐ Building Code Exemptions
- ☐ Impact / Inspection Fee Exemptions
- ☐ Streamlined Permitting
- ☐ Improved Police and/or Fire Protection
- ☐ Community Crime Prevention Programs
- ☐ Special Public Transportation Routes or Reduced Fares
- ☐ Capital Improvements in Water and Sewer Facilities
- ☐ Road Repair
- ☐ Creation or Improvement of Parks
- ☐ Low-Interest Loans for Housing Rehabilitation or New Construction
- ☐ Transfer Abandoned Housing to Individuals or Community Groups
- ☐ Low-Interest Loans for Business
- ☐ Use of Surplus School Buildings for Incubators
- ☐ Provision of Publicly Owned Land for Development Purposes
- ☐ One-Stop Permitting, Problem Resolution Center or Ombudsmen
- ☐ Promotion and Marketing Services
- ☐ Job Training and Employment Services
- ☐ Retraining Program
- ☐ Literacy and Employment Skills Programs
- ☐ Vocational Education
- ☐ Customized Job Training

Other Incentives

Enterprise Zone Activity

List of Active EZP Designations and Incentives Awarded and Used for Each in the Fiscal Year

No Enterprise Zone Projects Approved During Reporting
Period ☐

EXAMPLE:

Company XYZ

Designation Date 09/01/21

Include Incentives Awarded and
Used

Local Sales Tax Refund \$1,020.00

Property Tax Abatement \$5,030.00

Improved Fire and Police Services
\$5,020.00

Community crime prevention
programs \$3,023.00

Zoning changes or variances
\$1,326.00

Chapter 380 \$12,030.00

Freeport Exemption \$625.00

Building Code Exemptions \$963.00

Road Repair \$3,602.00

Company Name

Designation Date 00/00/00

Include Incentives Awarded and
Used

Incentive \$ _____

Incentive \$ _____

Incentive \$ _____

Incentive \$ _____

Incentive \$ _____

Incentive \$ _____

Incentive \$ _____

Incentive \$ _____

Incentive \$ _____

Company Name

Designation Date 00/00/00

Include Incentives Awarded and
Used

Incentive \$ _____

Incentive \$ _____

Incentive \$ _____

Incentive \$ _____

Incentive \$ _____

Incentive \$ _____

Incentive \$ _____

Incentive \$ _____

Incentive \$ _____

Company Name

Designation Date 00/00/00

Include Incentives Awarded and
Used

Incentive \$ _____

Incentive \$ _____

Incentive \$ _____

Incentive \$ _____

Incentive \$ _____

Incentive \$ _____

Incentive \$ _____

Incentive \$ _____

Incentive \$ _____

Company Name

Designation Date 00/00/00

Include Incentives Awarded and
Used

Incentive \$ _____

Incentive \$ _____

Incentive \$ _____

Incentive \$ _____

Incentive \$ _____

Incentive \$ _____

Incentive \$ _____

Incentive \$ _____

Incentive \$ _____

Enterprise Zone Activity

Total Number of Designations since Inception of the Program

Half _____

Single _____

Double Jumbo _____

Triple Jumbo _____

Industrial Revenue Bonds

Industrial Revenue Bonds – Summarize all industrial revenue bonds issued to finance enterprise projects approved during reporting period.

Issuer	Taxable	Tax-Exempt	Bond Amount
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
		Total	_____

RESOLUTION NO. #2023-_____

A RESOLUTION NOMINATING BASF CORPORATION TO THE OFFICE OF THE GOVERNOR ECONOMIC DEVELOPMENT AND TOURISM ("OOGEDT") THROUGH THE ECONOMIC DEVELOPMENT BANK FOR DESIGNATION AS A QUALIFIED BUSINESS AND ENTERPRISE PROJECT UNDER THE TEXAS ENTERPRISE ZONE PROGRAM UNDER THE TEXAS ENTERPRISE ZONE ACT, CHAPTER 2303, TEXAS GOVERNMENT CODE.

WHEREAS, the City of Kingsville (the "City") has previously passed Ordinance No. ORD2009-38 on December 14, 2009 electing to participate in the Texas Enterprise Zone Program, and the local incentives offered under this resolution are the same on this date as were outlined in Ordinance No. ORD2009-38; and,

WHEREAS, the Office of the Governor Economic Development and Tourism ("OOGEDT") through the Economic Development Bank (the "Bank") will consider BASF Corporation as an enterprise project pursuant to a nomination and an application made by the City; and,

WHEREAS, the City desires to pursue the creation of the proper economic and social environment in order to induce the investment of private resources in productive business enterprises located in the City and to provide employment to residents of enterprise zones and to other economically disadvantaged individuals; and,

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Texas Enterprise Zone Act, Texas Government Code (the "Act"), BASF Corporation has applied to the City for designation as an enterprise project; and,

WHEREAS, the City finds that BASF Corporation meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

1. BASF Corporation is a "qualified business" under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site within the governing body's jurisdiction located outside of an enterprise zone and at least thirty-five percent (35%) of the business' new employees will be residents of an enterprise zone, economically disadvantaged individuals, or veterans; and
2. There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities within the area; and
3. The designation of BASF Corporation as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

WHEREAS, the City finds that BASF Corporation meets the criteria for tax relief and other incentives adopted by the City and nominates BASF Corporation for half enterprise project status on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability; and,

WHEREAS, the City finds that it is in the best interest of the City to nominate BASF Corporation as an enterprise project pursuant to the Act; now therefore,

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

THAT the findings of the City and its actions approving this resolution taken at the Commission meeting are hereby approved and adopted.

THAT BASF Corporation is a "qualified business", as defined in Section 2303.402 of the Act, and meets the criteria for designation as an enterprise project, as set forth in Section 2303, Subchapter F of the Act.

THAT that the enterprise project shall take effect on the date of the designation of the enterprise project by OOGEDT and terminate five years from the date of designation.

READ, ADOPTED, AND APPROVED by a majority vote of the City Commission this 14th day of August, A.D. 2023 at a Regular Meeting of the City Commission of the City of Kingsville, Texas.

Sam R. Fugate,
Mayor

ATTEST:

Mary Valenzuela,
City Secretary

APPROVED AS TO FORM:

Courtney Alvarez,
City Attorney

AGENDA ITEM #9

City of Kingsville
Human Resource Department

TO: Mark McLaughlin, City Manager

FROM: Diana Gonzales, Human Resource Director

DATE: August 4, 2023

SUBJECT: DRAFT - Collective Bargaining Agreement Between City of Kingsville and Kingsville Law Enforcement Association, October 1, 2023 – September 30, 2025

Summary: The current one (1) year collective bargaining agreement between the City of Kingsville (City) and the Kingsville Law Enforcement Association (KLEA) is set to expire on September 30, 2023. The City and KLEA met to negotiate certain items as mandated by Texas Local Government Code for entities which have voted in collective bargaining.

Meetings were held on the following dates in 2023:

April 11th & 18th

May 16th

June 5th

June 26th

July 21st

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

KLEA advised the association members voted on August 1, 2023, to approve the proposals tentatively agreed upon during negotiations.

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

ARTICLE	CHANGE REASON
Article 9 Promotions	Section 5 - Clarification/simplification
Article 16 Safety and Equipment	Section 6 - Clarification/simplification
Article 29 Compensation	Section 1 – Update with new agreement dates
Article 38 Duration	Update with new 2-year proposed agreement dates – 10/1/2023 to 09/30/2025
Appendix A Wages Schedule	FY 2023-2024 = 8% and FY 2024-2025 = 6%

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

TLGC 174.105 (b) states the following:

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

Financial Impact:

The agreement presented is for two (2) years with an 8% increase to base wages in FY23-24 and a 6% increase to base wages in FY24-25.

Year 1

Additional collective bargaining agreement costs calculated based on full department staffing is as follows:

FY23-24 estimate = \$ 276,441 including anniversary increases and fringe benefits. Proposed increase is included in preliminary budget calculations.

Year 2

FY24-25 estimated additional costs for 6% base wage increase equals approximately \$266,814 including anniversary increases and fringe benefits.

Year 1 and 2 Totals

Total additional costs for the proposed two-year agreement including fringe benefits are approximately \$543,255.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF KINGSVILLE

AND

KINGSVILLE LAW ENFORCEMENT ASSOCIATION

~~October 1, 2022 – September 30, 2023~~

October 1, 2023 – September 30, 2025

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ARTICLE 1 PREAMBLE

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

ARTICLE 2 RECOGNITION

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

ARTICLE 3 MANAGEMENT RIGHTS

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

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

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

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

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

ARTICLE 4 ASSOCIATION RIGHTS

Section 1 Recognition

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

Section 2 Payroll Deductions

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

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

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

Section 3 Time Off for Association Business

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

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

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

Section 4 Bulletin Boards

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

Section 5 Pre-emption of Chapter 143

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

ARTICLE 5 NO STRIKE CLAUSE

Section 1 Strike: Definition

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

Section 2 No Strike

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

Section 3 Discipline

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

Section 4 Consequences of Illegal Strike

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

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

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

ARTICLE 6 NON-DISCRIMINATION

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

The City shall provide the following to all police officers:

- a) City of Kingsville Civil Service Rules

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

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

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

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

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

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

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

ARTICLE 7 ENTRY LEVEL HIRING

Section 1 Entry-Level Hiring

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

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

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

2. Alternate Level Hiring Process

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

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

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

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

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

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

Section 3 Salary and Promotion Opportunities

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

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

Section 4 Other Provisions

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

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

ARTICLE 8 PROBATIONARY PERIOD

Section 1 Initial Probationary Period

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

Section 2 Discharge of Probationary Employee

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

Section 3 Extension of Probation

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

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

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

Section 4 Probation after Promotion

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

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

ARTICLE 9 PROMOTIONS

Section 1 General

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

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

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

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

Section 2 Posting of Vacancy

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

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

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

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

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

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

Section 3 Procedures to Appeal Examination Questions

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

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

Section 4 Internal Review Board (IRB)

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

Section 5 Additional Points

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

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

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

Section 6 Tie Breakers

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

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

Section 7 Requirements for Promotion

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

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

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

Section 8 Promotion Requirement

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

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

Section 9 Senior Officer

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

Section 10 Appointment of an Assistant Chief

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

ARTICLE 10 SENIORITY

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

ARTICLE 11 PERFORMANCE EVALUATIONS

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

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

utilized as a tool for open communications in order to develop a more positive outcome of employee performance.

ARTICLE 12 OVERTIME

Section 1 Overtime/Compensatory Time

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

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

Section 2 Court Time

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

Section 3 Call Back

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

Section 4 Overtime

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

Section 5 Pre-emption of Chapter 143

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

ARTICLE 13 SHIFT SCHEDULES AND ASSIGNMENTS

Flex time for school

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

ARTICLE 14 MEALS AND REST BREAKS

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

ARTICLE 15 TRAINING

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

ARTICLE 16 SAFETY AND EQUIPMENT

Section 1 General

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

Section 2 Radios

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

Section 3 Bullet-Proof Vests

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

Section 4 Patrol Car Cages

All marked patrol units shall be equipped with car cages.

Section 5 Shotguns and Racks

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

Section 6 Uniforms

1. Each member of the bargaining unit shall be entitled to the following at no cost to the employee: (1) 5 pair of uniform trousers, (2) uniform shirts: 5 short sleeved and 5 long sleeved, (3) 2 name plates, (4) 2 ties, (5) 1 winter police jacket with removable liner, and (6) 1 police raincoat.
2. The City shall make available rechargeable flashlights for each officer on his shift.
3. The City shall provide up to \$100.00 to repair or replace prescription glasses, contacts and watches, and up to \$25.00 to replace or repair non-prescription sunglasses which are damaged in the line of duty. Upon approval of the chief, the City shall provide up to \$100.00 for repair or replacement of holsters damaged beyond repair in the line of duty. "Repair" includes only that work necessary to make the holster serviceable, and does not include cosmetic damage. The Chief shall inspect all holsters and watches at the time of execution of this contract to determine if any prior damage exists.
4. The City shall continue its current practice, as of the execution date of this Agreement, of providing cleaning services for officers' uniforms. Also, the employer shall provide cleaning services for non-uniform officers to a maximum of three (3) two-piece dry cleanings per week.
5. The City shall provide a clothing allowance of \$100.00 per month to each officer assigned to the Detective Division as a Special Investigator or as directed or required by the Chief to work in a non-uniform assignment.
6. ~~Uniformed~~ Officers may request a reimbursement of up to \$75 annually for the purchase of approved uniform ~~boots~~ footwear.
 - a. Officers must submit the receipt within two (2) weeks of purchase date.
 - b. Uniform ~~boots~~ footwear may be purchased from any vendor.
 - c. Uniform ~~boots~~ footwear purchased under this program shall be properly cared for and maintained by the employee.
 - d. Damages that occur to uniform ~~boots~~ footwear either on or off the job will be the responsibility of the employee.

Section 7 Firearm/Equipment Purchase

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

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

Section 8 Take Home Cars

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

Section 9 Target Practice

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

Section 10 K-9 Officers

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

ARTICLE 17 OFF-DUTY EMPLOYMENT

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

ARTICLE 18 DRUG AND ALCOHOL TESTING

Section 1 Present Policy

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

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

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

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

Section 2 Random Drug Testing

The City and the Association agree that police officers may be called upon in hazardous situations without warning, and that it is imperative to the interest of police officers and the public to ensure that police officers are not substance impaired. In order to further their joint interest in protecting police officers and the public, the City and the Association agree to mandatory random drug testing described in this section. Officers of all ranks shall be subject to mandatory random drug testing during each calendar year on a fair and impartial statistical basis as provided by City ordinance # 94019, or any amendments

thereto. The fair and impartial statistical basis (in which each police officer had an equal chance of being selected) shall be by a non-discriminatory computerized program operated and certified as non-discriminatory by an independent firm hired by the City, and the employee shall be tested upon selected by the computer. This shall be done in accordance with City of Kingsville Policy 830 substance Abuse Policy.

Section 3 Notification

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

ARTICLE 19 POLITICAL ACTIVITY

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

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

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

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

ARTICLE 20 HOLIDAYS

Section 1 General Provisions

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

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

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

Section 2 Officers Working on a Holiday

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

Section 3 Officers Not Working on a Holiday

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

Section 4 Accrual and Use of Holiday Leave

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

ARTICLE 21 VACATIONS

Section 1 Vacation Accrual

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

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

Section 2 Use of Vacation

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

Section 3 Call Back From Vacation

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

ARTICLE 22 SICK LEAVE

Section 1 Accrual of Sick Leave

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

Section 2 Use of Sick Leave

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

Section 3 Pay for Unused Sick Leave

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

Section 4 Verification of Need for Sick Leave

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

Section 5 Retiree Conversion of Accrued Sick and Vacation Leave

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

Section 6 Sick Leave Buy Back Program

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

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

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

ARTICLE 23 MODIFIED DUTY

Modified Duty Assignments:

There is no guarantee of modified duty.

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

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

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

ARTICLE 24 LEAVES OF ABSENCE

Section 1 Occupational Injury or Disability

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

Section 2 Administrative Leave

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

Section 3 Bereavement Leave

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

Section 4 Jury Duty Leave

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

Section 5 Flex Leave

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

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

Section 6 Pre-emption of Chapter 143

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

ARTICLE 25 PERSONNEL FILES

Section 1

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

Section 2

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

Section 3

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

Section 4

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

ARTICLE 26 INSURANCE BENEFITS

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

ARTICLE 27 RETIREMENT

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

ARTICLE 28 DEFERRED COMPENSATION PLAN

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

ARTICLE 29 COMPENSATION

Section 1 Compensation

Collective bargaining agreement wages for October 1, 2022 2023– September 30, 2023 2025 - See Appendix A

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

Ranges:

- PD-2 This range is the hiring range for all new certified police officers appointed to the Police Department. The employee shall advance through this range based on time in-grade as defined by the schedule.
- PD-3 Upon promotion to Lieutenant, the employee is placed at this range; advancement through this range is based on time in-grade as defined by the schedule.
- PD-4 Upon promotion to Captain, the employee is placed at his range; advancement through this range is based on time in-grade as defined by the schedule.
- PD-5 Upon promotion to Commander, the employee is placed at this range; advancement through this range is based upon time in-grade as defined by the schedule.

Section 2 Education and Certification Pay

1. Education Incentive Pay:

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

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

2. Certification Pay:

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

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

3. Other Certification Pay:

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

4. Method of Computing Salary Increases

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

5. Shift Differential

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

6. Field Training Officer

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

\$	15.00	per day
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ARTICLE 30 LONGEVITY

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

ARTICLE 31 EMPLOYEE INVESTIGATIONS AND DISCIPLINARY ACTION

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

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

Section 1 Signed Complaints

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

Section 2 Administrative Leave

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

Section 3 Standards of Discipline

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

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

1. Written Reprimands

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

2. Suspension
3. Demotion in rank
4. Indefinite Suspension

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

Section 4 Process of Appeal

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

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

Section 5 Minor Suspensions

Use of Leave in Lieu of Minor Suspension Without Pay

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

Section 6 Appeal

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

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

Commission may appeal a suspension or indefinite suspension of employment to an independent arbitrator.

Section 7 Arbitration Process

A member may, as an alternative to an appeal to the Civil Service Commission in Section 6 above, appeal a suspension or indefinite suspension to arbitration. If the appeal is for arbitration of a suspension or indefinite suspension, the member and the Chief or his designee (the parties) shall attempt to mutually agree on an arbitrator. If the parties fail to agree on an arbitrator within fourteen (14) calendar days after the appeal is filed, the parties may promptly select an arbitrator in accordance with the procedures outlined in Article 32, Section 4, Step 5 for selection.

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

ARTICLE 32 GRIEVANCE PROCEDURE

Section 1 Scope of Grievance Procedure

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

Section 2 Association Representation

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

Section 3 Time Limits

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

Section 4 Steps of the Grievance Procedure

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

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

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

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

Step 4

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

Step 5

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

Step 6

Arbitration. If the grievance has not been resolved at Step 5, the Association may request, within twenty (20) working days of the denial at Step 5, that the grievance be submitted to arbitration.

The request shall state whether the Association claims that arbitration is mandatory; of no such claim is stated, arbitration is deemed voluntary. Submission of the grievance to arbitration shall be voluntary on the part of both parties except as expressly provided herein. The fees and expenses of the arbitrator shall be borne by the party ruled against as determined by the arbitrator in his/her award.

The decision of the arbitrator shall be binding on both parties. Arbitration is mandatory in a case in which the dispute involved the application, interpretation, or enforcement of an express provision of this agreement. The following matters and actions are not subject to mandatory arbitration under this section:

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

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

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

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

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

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

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

ARTICLE 33 PERSONNEL REDUCTION

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

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

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

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

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

ARTICLE 34 MISCELLANEOUS PROVISIONS

1. Badge upon Retirement – Each member of the bargaining unit shall be entitled to their badge upon retirement from employment.
2. Contact Information
 - a. All police officers shall be required, as a condition of continued employment beyond the probationary period, to obtain and maintain an operating phone. Any changes in phone numbers must be reported to the Police Chief's office within five (5) calendar days.
 - b. Any changes in address must be reported within five (5) calendar days of event.

ARTICLE 35 MAINTENANCE OF STANDARDS

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

ARTICLE 36 SCOPE OF AGREEMENT

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

ARTICLE 37 SAVINGS CLAUSE

Section 1 General Savings Provision

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

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

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

ARTICLE 38 DURATION

This Agreement shall be effective from the 1st day of October-~~2022~~ 2023 and shall remain in full force and effect through the 30th day of September ~~2023~~ 2025 or until such time as it is superseded by a new contract between the parties, whichever occurs later, provided however that in no event shall this Agreement continue in effect after September 30, ~~2024-2026~~.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed on this the _____ day of _____, 2023

City of Kingsville

Kingsville Law Enforcement Association

Mark McLaughlin, City Manager

KLEA President – Johnny Campos

APPENDIX A - WAGE SCHEDULE

			FY 2022-2023	Proposed Year 1 FY 2023-2024 8%	Proposed Year 2 FY 2024-2025 6%
PD2	Step A	0-24 months	20.90	22.57	23.93
PD2	Step B	25-36 months	22.56	24.36	25.83
PD2	Step C	37-59 months	23.40	25.27	26.79
PD2	Step D	60-84 months	23.95	25.87	27.42
PD2	Step E	85-120 months	24.45	26.41	27.99
PD2	Step F	121 – 180 months	25.34	27.37	29.01
PD2	Step G	181+ months	26.18	28.27	29.97
PD3	Lieutenant		28.69	30.99	32.84
PD4	Captain		31.19	33.69	35.71
PD5	Commander		35.64	38.49	40.80

APPENDIX B - PROMOTIONAL EXAM SCORING PROCESS

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

Examples:

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

Score computed as follows:

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

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

Score computed as follows:

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

Total Points	79.30
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RESOLUTION # 2023-____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF KINGSVILLE, TEXAS AND THE KINGSVILLE LAW ENFORCEMENT ASSOCIATION FOR FISCAL YEAR 2023-2025; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the negotiating teams for the City of Kingsville ("City") and the Kingsville Law Enforcement Association ("KLEA") have met several times over the past several months and reached a tentative agreement on a Collective Bargaining Agreement for fiscal year 2023-2025;

WHEREAS, on August 3, 2023 the City received word that the KLEA membership met on August 1, 2023 and voted to approve the proposed agreement attached hereto;

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

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

I.

THAT the City Manager is authorized and directed as an act of the City of Kingsville, Texas to enter into a collective bargaining agreement for the period covering October 1, 2023 to September 30, 2025 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
____ 14th day of _____ August _____, 2023.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF KINGSVILLE

AND

KINGSVILLE LAW ENFORCEMENT ASSOCIATION

October 1, 2023 – September 30, 2025

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ARTICLE 1 PREAMBLE

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

ARTICLE 2 RECOGNITION

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

ARTICLE 3 MANAGEMENT RIGHTS

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

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

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

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

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

ARTICLE 4 ASSOCIATION RIGHTS

Section 1 Recognition

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

Section 2 Payroll Deductions

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

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

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

Section 3 Time Off for Association Business

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

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

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

Section 4 Bulletin Boards

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

Section 5 Pre-emption of Chapter 143

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

ARTICLE 5 NO STRIKE CLAUSE

Section 1 Strike: Definition

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

Section 2 No Strike

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

Section 3 Discipline

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

Section 4 Consequences of Illegal Strike

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

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

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

ARTICLE 6 NON-DISCRIMINATION

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

The City shall provide the following to all police officers:

- a) City of Kingsville Civil Service Rules

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

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

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

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

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

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

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

ARTICLE 7 ENTRY LEVEL HIRING

Section 1 Entry-Level Hiring

1. The City shall follow entry-level hiring processes as mandated by Chapter 143. Each applicant must successfully complete the following:
 - a. Written examination
 - b. Physical fitness examination
 - c. Background Investigation
 - d. Panel Interview (panel to be appointed by the Chief and will include two (2) interviewers from the Association)

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

2. Alternate Level Hiring Process

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

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

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

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

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

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

Section 3 Salary and Promotion Opportunities

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

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

Section 4 Other Provisions

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

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

ARTICLE 8 PROBATIONARY PERIOD

Section 1 Initial Probationary Period

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

Section 2 Discharge of Probationary Employee

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

Section 3 Extension of Probation

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

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

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

Section 4 Probation after Promotion

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

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

ARTICLE 9 PROMOTIONS

Section 1 General

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

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

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

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

Section 2 Posting of Vacancy

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

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

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

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

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

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

Section 3 Procedures to Appeal Examination Questions

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

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

Section 4 Internal Review Board (IRB)

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

Section 5 Additional Points

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

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

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

Section 6 Tie Breakers

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

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

Section 7 Requirements for Promotion

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

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

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

Section 8 Promotion Requirement

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

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

Section 9 Senior Officer

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

Section 10 Appointment of an Assistant Chief

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

ARTICLE 10 SENIORITY

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

ARTICLE 11 PERFORMANCE EVALUATIONS

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

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

utilized as a tool for open communications in order to develop a more positive outcome of employee performance.

ARTICLE 12 OVERTIME

Section 1 Overtime/Compensatory Time

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

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

Section 2 Court Time

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

Section 3 Call Back

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

Section 4 Overtime

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

Section 5 Pre-emption of Chapter 143

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

ARTICLE 13 SHIFT SCHEDULES AND ASSIGNMENTS

Flex time for school

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

ARTICLE 14 MEALS AND REST BREAKS

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

ARTICLE 15 TRAINING

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

ARTICLE 16 SAFETY AND EQUIPMENT

Section 1 General

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

Section 2 Radios

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

Section 3 Bullet-Proof Vests

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

Section 4 Patrol Car Cages

All marked patrol units shall be equipped with car cages.

Section 5 Shotguns and Racks

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

Section 6 Uniforms

1. Each member of the bargaining unit shall be entitled to the following at no cost to the employee: (1) 5 pair of uniform trousers, (2) uniform shirts: 5 short sleeved and 5 long sleeved, (3) 2 name plates, (4) 2 ties, (5) 1 winter police jacket with removable liner, and (6) 1 police raincoat.
2. The City shall make available rechargeable flashlights for each officer on his shift.
3. The City shall provide up to \$100.00 to repair or replace prescription glasses, contacts and watches, and up to \$25.00 to replace or repair non-prescription sunglasses which are damaged in the line of duty. Upon approval of the chief, the City shall provide up to \$100.00 for repair or replacement of holsters damaged beyond repair in the line of duty. "Repair" includes only that work necessary to make the holster serviceable, and does not include cosmetic damage. The Chief shall inspect all holsters and watches at the time of execution of this contract to determine if any prior damage exists.
4. The City shall continue its current practice, as of the execution date of this Agreement, of providing cleaning services for officers' uniforms. Also, the employer shall provide cleaning services for non-uniform officers to a maximum of three (3) two-piece dry cleanings per week.
5. The City shall provide a clothing allowance of \$100.00 per month to each officer assigned to the Detective Division as a Special Investigator or as directed or required by the Chief to work in a non-uniform assignment.
6. Officers may request a reimbursement of up to \$75 annually for the purchase of approved uniform footwear.
 - a. Officers must submit the receipt within two (2) weeks of purchase date.
 - b. Uniform footwear may be purchased from any vendor.
 - c. Uniform footwear purchased under this program shall be properly cared for and maintained by the employee.
 - d. Damages that occur to uniform footwear either on or off the job will be the responsibility of the employee.

Section 7 Firearm/Equipment Purchase

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

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

Section 8 Take Home Cars

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

Section 9 Target Practice

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

Section 10 K-9 Officers

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

ARTICLE 17 OFF-DUTY EMPLOYMENT

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

ARTICLE 18 DRUG AND ALCOHOL TESTING

Section 1 Present Policy

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

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

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

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

Section 2 Random Drug Testing

The City and the Association agree that police officers may be called upon in hazardous situations without warning, and that it is imperative to the interest of police officers and the public to ensure that police officers are not substance impaired. In order to further their joint interest in protecting police officers and the public, the City and the Association agree to mandatory random drug testing described in this section. Officers of all ranks shall be subject to mandatory random drug testing during each calendar year on a fair and impartial statistical basis as provided by City ordinance # 94019, or any amendments

thereto. The fair and impartial statistical basis (in which each police officer had an equal chance of being selected) shall be by a non-discriminatory computerized program operated and certified as non-discriminatory by an independent firm hired by the City, and the employee shall be tested upon selected by the computer. This shall be done in accordance with City of Kingsville Policy 830 substance Abuse Policy.

Section 3 Notification

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

ARTICLE 19 POLITICAL ACTIVITY

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

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

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

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

ARTICLE 20 HOLIDAYS

Section 1 General Provisions

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

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

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

Section 2 Officers Working on a Holiday

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

Section 3 Officers Not Working on a Holiday

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

Section 4 Accrual and Use of Holiday Leave

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

ARTICLE 21 VACATIONS

Section 1 Vacation Accrual

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

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

Section 2 Use of Vacation

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

Section 3 Call Back From Vacation

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

ARTICLE 22 SICK LEAVE

Section 1 Accrual of Sick Leave

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

Section 2 Use of Sick Leave

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

Section 3 Pay for Unused Sick Leave

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

Section 4 Verification of Need for Sick Leave

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

Section 5 Retiree Conversion of Accrued Sick and Vacation Leave

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

Section 6 Sick Leave Buy Back Program

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

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

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

ARTICLE 23 MODIFIED DUTY

Modified Duty Assignments:

There is no guarantee of modified duty.

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

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

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

ARTICLE 24 LEAVES OF ABSENCE

Section 1 Occupational Injury or Disability

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

Section 2 Administrative Leave

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

Section 3 Bereavement Leave

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

Section 4 Jury Duty Leave

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

Section 5 Flex Leave

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

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

Section 6 Pre-emption of Chapter 143

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

ARTICLE 25 PERSONNEL FILES

Section 1

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

Section 2

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

Section 3

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

Section 4

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

ARTICLE 26 INSURANCE BENEFITS

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

ARTICLE 27 RETIREMENT

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

ARTICLE 28 DEFFERED COMPENSATION PLAN

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

ARTICLE 29 COMPENSATION

Section 1 Compensation

Collective bargaining agreement wages for October 1, 2023– September 30, 2025 - See Appendix A

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

Ranges:

- PD-2 This range is the hiring range for all new certified police officers appointed to the Police Department. The employee shall advance through this range based on time in-grade as defined by the schedule.
- PD-3 Upon promotion to Lieutenant, the employee is placed at this range; advancement through this range is based on time in-grade as defined by the schedule.
- PD-4 Upon promotion to Captain, the employee is placed at his range; advancement through this range is based on time in-grade as defined by the schedule.
- PD-5 Upon promotion to Commander, the employee is placed at this range; advancement through this range is based upon time in-grade as defined by the schedule.

Section 2 Education and Certification Pay

1. Education Incentive Pay:

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

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

2. Certification Pay:

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

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

3. Other Certification Pay:

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

4. Method of Computing Salary Increases

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

5. Shift Differential

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

6. Field Training Officer

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

\$	15.00	per day
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ARTICLE 30 LONGEVITY

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

ARTICLE 31 EMPLOYEE INVESTIGATIONS AND DISCIPLINARY ACTION

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

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

Section 1 Signed Complaints

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

Section 2 Administrative Leave

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

Section 3 Standards of Discipline

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

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

1. Written Reprimands

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

2. Suspension
3. Demotion in rank
4. Indefinite Suspension

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

Section 4 Process of Appeal

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

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

Section 5 Minor Suspensions

Use of Leave in Lieu of Minor Suspension Without Pay

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

Section 6 Appeal

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

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

Commission may appeal a suspension or indefinite suspension of employment to an independent arbitrator.

Section 7 Arbitration Process

A member may, as an alternative to an appeal to the Civil Service Commission in Section 6 above, appeal a suspension or indefinite suspension to arbitration. If the appeal is for arbitration of a suspension or indefinite suspension, the member and the Chief or his designee (the parties) shall attempt to mutually agree on an arbitrator. If the parties fail to agree on an arbitrator within fourteen (14) calendar days after the appeal is filed, the parties may promptly select an arbitrator in accordance with the procedures outlined in Article 32, Section 4, Step 5 for selection.

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

ARTICLE 32 GRIEVANCE PROCEDURE

Section 1 Scope of Grievance Procedure

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

Section 2 Association Representation

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

Section 3 Time Limits

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

Section 4 Steps of the Grievance Procedure

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

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

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

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

Step 4

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

Step 5

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

Step 6

Arbitration. If the grievance has not been resolved at Step 5, the Association may request, within twenty (20) working days of the denial at Step 5, that the grievance be submitted to arbitration.

The request shall state whether the Association claims that arbitration is mandatory; of no such claim is stated, arbitration is deemed voluntary. Submission of the grievance to arbitration shall be voluntary on the part of both parties except as expressly provided herein. The fees and expenses of the arbitrator shall be borne by the party ruled against as determined by the arbitrator in his/her award.

The decision of the arbitrator shall be binding on both parties. Arbitration is mandatory in a case in which the dispute involved the application, interpretation, or enforcement of an express provision of this agreement. The following matters and actions are not subject to mandatory arbitration under this section:

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

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

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

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

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

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

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

ARTICLE 33 PERSONNEL REDUCTION

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

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

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

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

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

ARTICLE 34 MISCELLANEOUS PROVISIONS

1. Badge upon Retirement – Each member of the bargaining unit shall be entitled to their badge upon retirement from employment.
2. Contact Information
 - a. All police officers shall be required, as a condition of continued employment beyond the probationary period, to obtain and maintain an operating phone. Any changes in phone numbers must be reported to the Police Chief's office within five (5) calendar days.
 - b. Any changes in address must be reported within five (5) calendar days of event.

ARTICLE 35 MAINTENANCE OF STANDARDS

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

ARTICLE 36 SCOPE OF AGREEMENT

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

ARTICLE 37 SAVINGS CLAUSE

Section 1 General Savings Provision

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

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

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

ARTICLE 38 DURATION

This Agreement shall be effective from the 1st day of October 2023 and shall remain in full force and effect through the 30th day of September 2025 or until such time as it is superseded by a new contract between the parties, whichever occurs later, provided however that in no event shall this Agreement continue in effect after September 30, 2026.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed on this the _____ day of _____, 2023

City of Kingsville

Kingsville Law Enforcement Association

Mark McLaughlin, City Manager

KLEA President – Johnny Campos

APPENDIX A - WAGE SCHEDULE

			Year 1 FY 2023-2024 8%	Year 2 FY 2024-2025 6%
PD2	Step A	0-24 months	22.57	23.93
PD2	Step B	25-36 months	24.36	25.83
PD2	Step C	37-59 months	25.27	26.79
PD2	Step D	60-84 months	25.87	27.42
PD2	Step E	85-120 months	26.41	27.99
PD2	Step F	121 – 180 months	27.37	29.01
PD2	Step G	181+ months	28.27	29.97
PD3	Lieutenant		30.99	32.84
PD4	Captain		33.69	35.71
PD5	Commander		38.49	40.80

APPENDIX B - PROMOTIONAL EXAM SCORING PROCESS

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

Examples:

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

Score computed as follows:

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

Total Points	92.80
--------------	-------

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

Score computed as follows:

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

Total Points	79.30
--------------	-------

AGENDA ITEM #10

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF KINGSVILLE, TEXAS PROVIDING FOR A COMMUNITY VENUE PROJECT PURSUANT TO CHAPTER 334, AS AMENDED, TEXAS LOCAL GOVERNMENT CODE

WHEREAS, if approved at an election by a majority of the qualified voters of the City of Kingsville, Texas (the "City") voting at an election, the City Commission of the City of Kingsville, Texas (the "Commission") desires to provide for the planning, acquisition, establishment, development, construction, renovation, and financing of a community venue project (as defined in the Act) under the authority and subject to the provisions of Chapter 334, Texas Local Government Code (the "Act");

WHEREAS, Section 334.022 of the Act requires that the City, before calling such an election, send a copy of this Resolution to the Comptroller of Public Accounts for the State of Texas (the "Comptroller") to perform an analysis to determine if approval and implementation of this Resolution will have a significant negative fiscal impact on State revenue;

WHEREAS, the Commission desires by this Resolution to designate the method of financing one or more community venue projects (described below) as authorized by the Act;

WHEREAS, this Resolution is adopted pursuant to the requirements of and in conformity with Section 334.021 of the Act;

WHEREAS, the Commission is authorized by Section 334.024 of the Act to order an election on the question of approving and implementing this Resolution and approving each a community venue project and the method of financing such venue project; and

WHEREAS, it is hereby found and determined that the meeting at which this Resolution was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code;

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

Section 1. The Commission designates, and, subject to approval at an election held in the City, authorizes a tourist development project (as defined in the Act) to include the renovation, planning, acquisition, development, construction, equipment and expansion of the former site of the King Ranch Museum to serve as an event and (a birding and butterfly) nature center within the City of the type described and defined in Section 334.001(4)(C) of and permitted by the Act. This community venue project is described in summary form as follows:

An event and tourism center with public restrooms, parking, concessions, exhibit and preservation areas, or other type of area or facility that is planned for use to promote ecotourism in the City, and any related infrastructure as defined in the Act. For the purposes of this Resolution, this Venue Project is known as the "Henrietta Memorial Events and Nature Center Project".

Section 2. The Commission designates the following methods of financing as the methods it desires to use to finance the Henrietta Memorial Events and Nature Center Project:

- A. The imposition of a hotel occupancy tax on a person who, under a lease, concession, permit, right of access, license, contract, or agreement, pays for the use or possession or for the right to the use or possession of a room that is in a hotel, costs \$2 or more each day, and is ordinarily used for sleeping, at a

maximum rate of 2% of the price paid for such room, as and to the extent authorized by Subchapter H of the Act.

Section 3. No ad valorem property taxes or sales and use taxes will be used to fund the community venue project.

Section 4. The Mayor or his designee is authorized and directed to send a copy of this Resolution to the Comptroller, together with other information as may be requested by the Comptroller, for a determination regarding whether the implementation of this Resolution will have a significant negative fiscal impact on state revenue. Subject to the City's right to appeal an adverse decision by the Comptroller, upon receipt of a favorable written report by the Comptroller, the Commission will call an election concerning the approval of this Resolution and, pursuant to Section 334.024 of the Act, with respect to one or more of the aforementioned community venue projects.

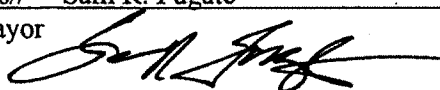
Section 5. The Commission hereby finds that the statements set forth in the recitals of this Resolution are true and correct, and the Commission hereby incorporates such recitals as a part of this Resolution.

Section 6. If any provision of this Resolution or the application thereof to any circumstance shall be held to be invalid, the remainder of this Resolution and all application thereof to other circumstances shall nevertheless be valid, and Commission hereby declares that this Resolution would have been enacted without such invalid provision.

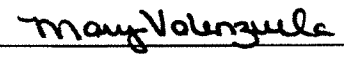
Section 7. This Resolution is to be immediately effective.

Section 8. The Mayor, City Secretary, City Manager, City Attorney, and Bond Counsel to the City are hereby authorized and directed to approve any technical changes or corrections to this Resolution or to any of the instruments authorized by this Resolution necessary to correct any ambiguity or mistake or properly or more completely document the action and transactions contemplated and approved by this Resolution.

PASSED AND APPROVED BY THE KINGSVILLE CITY COMMISSION, this 10th day of July, 2023.

//s/ Sam R. Fugate
Mayor 

ATTEST:

//s/ Mary Valenzuela 
City Secretary

(CITY SEAL)

CERTIFICATE FOR RESOLUTION

We, the undersigned Mayor and City Secretary of the City of Kingsville, Texas (the "City"), hereby certify as follows:

1. The City Commission of the City (the "City Commission") convened in regular session, open to the public, on July 10, 2023 (the "Meeting"), at the designated meeting place, and the roll was called of the duly constituted officers and members of said City Commission, to wit:

Sam R. Fugate, Mayor
Hector Hinojosa, Mayor Pro Tem
Norma Nelda Alvarez, Commissioner

Edna Lopez, Commissioner
Ann Marie Torres, Commissioner

and all of said persons were present, except Norma Nelda Alvarez & Ann Marie Torres, thus constituting a quorum. Whereupon among other business, the following was transacted at the Meeting: a written Resolution entitled:

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF KINGSVILLE, TEXAS PROVIDING FOR A COMMUNITY VENUE PROJECT PURSUANT TO CHAPTER 334, AS AMENDED, TEXAS LOCAL GOVERNMENT CODE

(the "Resolution") was duly introduced for the consideration of the Commission. It was then duly moved and seconded that the Resolution be finally passed and adopted; and after due discussion, such motion, carrying with it the adoption of the Resolution prevailed and carried by the following vote:

YES: 3 NOES: 0 ABSTENTIONS: _____

2. A true, full, and correct copy of the Resolution adopted at the Meeting is attached to and follows this Certificate; the Resolution has been duly recorded in the City Commission's minutes of the Meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the City Commission's minutes of the Meeting pertaining to the adoption of the Resolution; the persons named in the above and foregoing paragraph are duly chosen, qualified, and acting officers and members of the City Commission as indicated therein; each of the officers and members of the City Commission was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting, and that the Resolution would be introduced and considered for adoption at the Meeting and each of such officers and members consented, in advance, to the holding of the Meeting for such purpose; and the Meeting was open to the public, and public notice of the time, place, and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF KINGSVILLE, TEXAS ON JULY 10, 2023.

Mary Valenzuela
City Secretary

Sam R. Fugate
Mayor

(CITY SEAL)



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O.Box 13528 • Austin, TX 78711-3528

July 17, 2023

Daniel M. Martinez, J.D., C.P.A.
Winstead PC
112 East Pecan St
San Antonio, Texas 78205

Dear Mr. Martinez:

Thank you for your email of July 11, 2023 transmitting the City Commission of the City of Kingsville Council Resolution 2023.44 of July 10, 2023 providing for the planning, acquisition, establishment, development, construction, and renovation of a community venue project and designating the method of financing for that project pursuant to Chapter 334 of the Local Government Code.

The resolution provides the City of Kingsville, subject to approval at an election, would impose a short term hotel occupancy tax, under the provisions of Subchapter H, at a rate not to exceed two percent (2%) to finance the projects.

Pursuant to Section 334.022 of the Texas Local Government Code, the Resolution has been reviewed. The Comptroller's Office has determined that the approval and implementation of the Resolution would have no significant negative impact on state revenue. If you have any questions, please do not hesitate to contact Chris Tjon at 512-936-8587 or by email at christopher.tjon@cpa.texas.gov.

Sincerely,

DocuSigned by:

Brad Reynolds

A23F91AA140143A...

Brad Reynolds

Chief Revenue Estimator

cc: Chris Tjon

ORDINANCE #2023-_____

**ORDINANCE CALLING A SPECIAL ELECTION FOR A VENUE PROJECT
ELECTION IN ACCORDANCE WITH CHAPTER 334, LOCAL GOVERNMENT
CODE, TO BE HELD IN THE CITY OF KINGSVILLE, TEXAS AND OTHER
MATTERS RELATED THERETO**

WHEREAS, the City Commission of the City of Kingsville, Texas (the "Commission") hereby finds and determines that an election should be held to determine whether the Commission of the City of Kingsville, Texas (the "City") shall be authorized to establish a certain sports and community venue project in accordance with the provisions of Chapter 334, Texas Local Government Code (the "Act") and other applicable law and for the purposes hereinafter identified;

WHEREAS, the Commission adopted a resolution on July 10, 2023 (the "Comptroller's Resolution") to provide for the planning, acquisition, establishment, development, construction, and renovation of a certain venue project as provided herein in accordance with the provisions of the Act;

WHEREAS, the Commission has followed the procedures prescribed by the Act to obtain the determination from the Comptroller of Public Accounts of the State of Texas (the "Comptroller") that the implementation of the Comptroller's Resolution will not have a significant negative fiscal impact on revenues of the State of Texas (the "State") by sending a copy of the Comptroller's Resolution to the Comptroller;

WHEREAS, the Comptroller by letter dated July 17, 2023, has determined that the approval and implementation of the Comptroller's Resolution will not have a significant negative fiscal impact on State revenue;

WHEREAS, the Commission now desires to proceed with the submission of the approval and implementation of the Comptroller's Resolution and this ordinance (this "Ordinance") as provided by the Act;

WHEREAS, the Commission has determined to call an election for the purposes of approving and implementing the Comptroller's Resolution for the renovation, planning, acquisition, construction, and equipment of the former King Ranch Museum for the development of the Henrietta Memorial Events and Nature Center (the "Nature Center") and any related infrastructure or adjacent support facilities (collectively, the "Project");

WHEREAS, the Commission finds that the proposed Project will be a tourism development area to be used for one or more community events, promotional events, and other civic or charitable events to promote ecotourism in the City;

WHEREAS, the Commission finds that the Project will provide a significant positive economic development and tourism impact to the City, including the business community and various civic and commercial organizations throughout the City;

WHEREAS, the governing bodies of other local political subdivisions situated in Kleberg County, Texas (the "County"), also intend to call an election for November 7, 2023, and certain of such entities, and the City, wish to hold a joint election as permitted by the provisions of Section 271.002, Texas Election Code; and

WHEREAS, the Commission hereby finds and determines that this action is in the best interests of the citizens of the City;

NOW, THEREFORE, be it ordained by the City Commission of the City of Kingsville, Texas, that:

Section 1. An election shall be held on the 7th day of November, 2023 (the “Election Day”), a uniform election date, in the CITY OF KINGSVILLE, TEXAS, for the purpose of submitting the following proposition to the qualified voters of the City in accordance with law:

PROPOSITION A

“Authorizing the City Commission of the City of Kingsville, Texas to provide for the renovation, planning, acquisition, development, construction, equipment, expansion, and financing of new and existing facilities at the Henrietta Memorial Events and Nature Center and any related infrastructure, a venue project of the type described and defined in Chapter 334, Texas Local Government Code (the “Venue Project”), and described generally as a tourist development area as defined in the Act, and to impose the following tax to pay the costs of the venue project and to secure the payment of revenue bonds of the City issued to pay the costs of the venue project: a hotel occupancy tax on the use or possession of a room that is in a hotel located within the City, at a maximum rate of 2% of the price paid for such room; and if approved, the maximum hotel occupancy tax rate imposed from all sources in the City would be 15% of the price paid for a room in a hotel, for the purpose of financing the Venue Project.”

Section 2. All resident, qualified electors of the City shall be eligible to vote at the Election.

Section 3. The Commission hereby authorizes the Election to be held jointly with other participating political subdivisions located within the County, and authorizes the execution of an agreement with the County, acting through its Elections Administrator, for conduct of the Election as a joint election with the other political subdivisions identified in such agreement (the “Election Contract”).

Section 4. Pursuant to Section 61.012, Texas Election Code, the Kleberg County Elections Administrator shall provide at least one accessible voting system in each polling place used in the Election. Such voting system shall comply with Texas and federal laws establishing the requirements for voting systems that permit voters with physical disabilities to cast a confidential or secret ballot.

Section 5. The Election shall be held in and throughout the City of Kingsville, Texas, on November 7, 2023, between the hours of 7:00 am and 7:00 pm. Election day voting locations are listed in Exhibit A. Exhibit A shall be modified to include additional or different election day voting locations required to conform to the Election Contract and the Texas Election Code.

Section 6. Early voting by personal appearance will begin on October 23, 2023 and end on November 3, 2023. Early voting locations are listed in Exhibit B. Exhibit B shall be modified to include additional or different early voting locations required to conform to the Election Contract and the Texas Election Code.

Section 7. Electors may cast their early vote by mail, and the early voting clerk's mailing address to which ballot applications and ballots voted by mail shall be sent to, is as follows:

Mr. Salvador "Sonny" Barrera, III, Election Official
Kleberg County Courthouse
700 East Kleberg Avenue, #111
Kingsville, Texas 78364
Attention: Early Voting Clerk

Section 8. The official ballots shall be prepared in accordance with the Election Code so as to permit qualified voters to vote "FOR" or "AGAINST" the aforesaid propositions which shall appear on the ballot substantially as follows:

PROPOSITION A

"Authorizing the City Commission of the City of Kingsville, Texas to provide for the renovation, planning, acquisition, development, construction, equipment, expansion, and financing of new and existing facilities for the Henrietta Memorial Events and Nature Center Project and any related infrastructure, a venue project of the type described and defined in Chapter 334, Texas Local Government Code (the "Venue Project"), and described generally as a tourism development are to promote eco-tourism in the City, and to impose the following tax to pay the costs of the venue project and to secure the payment of revenue bonds of the City issued to pay the costs of the venue project: a hotel occupancy tax on the use or possession of a room that is in a hotel located within the City, at a maximum rate of 2% of the price paid for such room; and if approved, the maximum hotel occupancy tax rate imposed from all sources in the City would be 15% of the price paid for a room in a hotel, for the purpose of financing the Venue Project."

Section 9. The City Secretary shall give notice of the Election by: (i) publishing a substantial copy of this Ordinance, in English and Spanish, one time not earlier than the 30th day nor later than the 10th day prior to the date set for the Election, in a newspaper published in the City; and (ii) posting a copy of this Ordinance in English and Spanish on the bulletin board used for posting notices of meetings of the City Commission, not later than the twenty-first (21st) day prior to the date set for the Election and (iii) posting a copy of this Ordinance, in English and Spanish, on the City's website, prominently and together with the notice of the election and the contents of the Election, not later than the twenty-first (21st) day prior to the date set for the election through Election Day. Additionally, on Election Day and during early voting by personal appearance, this Ordinance shall be posted in a prominent location at each polling place, not later than the (21st) day prior to the date set for the Election.

Section 10. The Mayor and City Secretary and bond counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized by this Ordinance necessary in order to (i) correct any ambiguity, mistake, or omission, or (ii) to comply with the requirements of the Texas Election Code or any other applicable law.

Section 11. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Commission.

Section 12. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters ordered herein.

Section 13. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 14. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and this Commission hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 15. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, Texas Government Code.

Section 16. This Ordinance shall be in force and effect from and after the date of its adoption, and it is so ordained.

BE IT FINALLY RESOLVED that in accordance with the order of this governing body, the City Secretary Mary Valenzuela posted written notice of the date, place and subject of this meeting, and said notice having been so posted and remaining posted and continuously for at least 72 hours preceding the scheduled time of said meeting.

PASSED AND APPROVED, by majority vote of the City Commission of the City of Kingsville, Texas, this the 14th day of August, 2023.

CITY OF KINGSVILLE, TEXAS

/s/ Sam R. Fugate

Sam R. Fugate

Mayor

ATTEST:

/s/ Mary Valenzuela

Mary Valenzuela

City Secretary

(CITY SEAL)

EXHIBIT A

ELECTION DAY SITES

Election Day Voting in the City shall be conducted on the 7th day of November, 2023, between the hours of 7:00 a.m. and 7:00 p.m. at the polling locations listed below. Eligible voters shall vote at the locations listed below. All eligible voters of the City may vote in the Election.

Precinct No.	Voting Location Buildings	Address for Locations
11, 12, 13, 14	Coastal Bend Fellowship Church Hall	1500 East Caesar Street Kingsville, TX 78363
21, 22, 23, 24	Knights of Columbus Hall, Council 3389	320 East General Cavazos Boulevard Kingsville, TX 78363
31, 32, 33	Elks Lodge #1926	1404 South 6 th Street Kingsville, TX 78363
34	Riviera County Building	103 North 7 th Street Riviera, TX 78379
35	Ricardo Senior Citizen Center	2160 Nix Ricardo, TX 78363
41, 42, 43, 44	Early Voting Annex Office	720 East King at 12 th Street Kingsville, TX 78363

EXHIBIT B

EARLY VOTING SITES

Early Voting in the City shall be conducted on the dates and hours indicated below, at the polling locations listed below:

Precinct No.	Dates and Times	Times	Location
11, 12, 13, 14, 21, 22, 23, 24, 31, 32, 33, 34, 35, 41, 42, 43, and 44	Monday, October 23, 2023 through Wednesday, November 1, 2023	8:00 am to 5:00 pm	Early Voting Annex Office 720 East King at 12 th Street Kingsville, TX 78363
11, 12, 13, 14, 21, 22, 23, 24, 31, 32, 33, 34, 35, 41, 42, 43, and 44	Thursday, November 2, 2023 and Friday, November 3, 2023	7:00 am to 7:00 pm	Early Voting Annex Office 720 East King at 12 th Street Kingsville, TX 78363

AGENDA ITEM #11



City Manager's Office

TO: Mayor and City Commissioners

CC:

FROM: City Manager

DATE: August 10, 2023

SUBJECT: Memo for Agenda Item #11; Acceptance of Kleberg County Funds for LE Ramey Golf Course Greens Renovation

Summary:

In June 2022, the City solicited and received a single bid for the renovation of 16 greens at the L.E. Ramey Golf Course. Three greens had already been renovated using City golf course maintenance funds. The total cost of the 16-greens renovation project was \$259,520.00. The County agreed that they would pay half the total cost.

Work began in the fall of 2022 and the entire project is complete. The City used ARPA funds for half of the total costs.

On July 28, 2023, the County approved the payment of their half of the cost (\$129,760.00).

Costs:

- a. None to the City for this action item.

Recommendation:

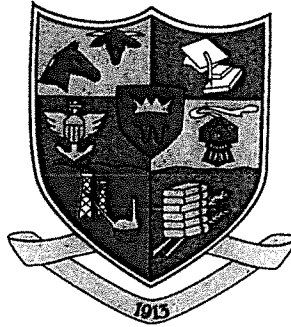
- a. The City is recommending the Commission approve the acceptance of the County's donation of \$129,760.00 for the golf course greens renovation project.



- **Discuss and act on the following items:**

1. Payment of Bills
2. Budget Line Item Transfers
3. Budget Amendments
4. Discuss and act on approval for Veterans Office to enter into a lease with Kyocera Document Solutions Southwest, for a Kyocera MZ32001 copier/printer, for \$136.40 per month. (Judge)
5. Discuss and act on approval to accept a grant agreement, for Weavers of Love to purchase a delivery vehicle, not to exceed \$50,000.00, and recommended use of residual funds, with the money to come from Ed Rachal Foundation. (Judge)
6. Discuss and act on authorizing the County Judge to purchase a used 18-wheel diesel truck, with the monies to come from ARPA funds. (Rosse)
7. Discuss and act on approval for full coverage insurance on a Vetted LPR ORV Trailer, (Serial #9116) and LPR Camera 50925-54205 for the Sheriff's Department. (Judge)
8. Discuss and act on approval for full coverage insurance on a 2020 Road UT Trailer (Serial# 5702) plus equipment for the Sheriff's Department. (Judge)
9. Discuss and act on approval for liability insurance in a 2008 Ford Van (VIN# 9874); a 2010 Dodge Pickup (VIN# 7301) and a 2011 Chevy Tahoe (VIN# 6686) for Sheriff's Department. (Judge)
10. Discuss and act on Sheriff's Dept overtime budget. (Judge)
11. Discuss and act on approval of payment, in the amount of \$129,760.00, to the City of Kingsville, for the County's share of the L.E. Ramey Golf Course Greens Renovation Project. (Judge)
12. Discuss and act on allowing Kleberg County Attorney Task Force Agents to attend the 2023 Motor Vehicle Criminal Interdiction Conference, in New Orleans, LA, from August 13-17, 2023. with the money to come from OLS Grant #4382001. (Judge)

RUDY MADRID
County Judge



Kleberg County
P.O. Box 752
Kingsville, Texas 78364-0752
Phone: (361) 595-8585
Fax: (361) 592-0838
E-mail: rmadrid@co.kleberg.tx.us

FILED FOR REC

COUNTY of KLEBERG 2023 JUL 28 AM 11:00
KINGSVILLE, TEXAS

SALVADOR
COUNTY CLERK
By: *[Signature]*

NOTICE OF MEETING

**COMMISSIONERS' COURT OF KLEBERG COUNTY, TEXAS
SPECIAL SESSION**

July 31, 2023
1:30 p.m.

**COURTHOUSE ANNEX
LAW ENFORCEMENT CENTER
1500 EAST KING
KINGSVILLE, TEXAS**

*This notice is posted pursuant to the Open Meetings Act.
{TEXAS OPEN MEETINGS ACT CHAPTER 551}*

AGENDA

- Opening Prayer
- Pledge of Allegiance
- Call Meeting to Order
- Public Comments on Agenda Items: *No court action or discussion; 5 minute limit per speaker.*

RECEIVED & POSTED
on 7/28/2023
at 8:41 AM

Salvador "Sonny" Barrera III
Kleberg County, Clerk

By: *[Signature]*
Deputy

13. Adjourn into Executive Session under Texas Govt. Code 551.074 regarding personnel matters. (Judge)
14. Return to open session and act on the appropriate action as deemed necessary. (Judge)

Conduct any other business necessary for the proper functioning of county business.

Pursuant to the authority granted under Government Code, Chapter 551, the Commissioners Court may convene a closed session to discuss any of the above agenda items. Immediately before any closed session, the specific section or sections of Government Code, Chapter 551 that provides statutory authority will be announced.

- **Adjourn**
- **Certification**

Signed this the 28th day of July, 2023

**Rudy Madrid
Kleberg County Judge
(361) 595-8585**



Attest: Salvador Barrera III, County Clerk

AGENDA ITEM #12

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



MEMO

Date: August 2, 2023

To: Mark McLaughlin (City Manager)

From: Kobby Agyekum (Interim Director of Planning and Development Services)

Subject: **Cassandra Canela & Jacob Castillo; requesting to replat of The Estates at Wildwood Trail Phase 2, Lot 40, also known as 1404 Lewis Street and The Estates at Wildwood Trail Phase 2, Lot 39, also known as 1426 Lewis Street, Kingsville TX**

The Planning and Zoning Commission meeting was held as scheduled this evening, August 2, 2023, with 4 members in attendance.

Members deliberated over the issue of granting approval for the **replat of The Estates at Wildwood Trail Phase 2, Lot 40, also known as 1404 Lewis Street and The Estates at Wildwood Trail Phase 2, Lot 39**, to enable the applicants to create one plat. Letters were sent out to neighbors and the City received no feedback.

Commissioners, after deliberations, voted to approve the recommendation for the replat of the said property for single family residence. A recorded vote of all members present was taken and Board Commissioners Brian Coufal, Larry Garcia, Rev. Idotha Battle and the Chairman – Steve Zamora all voted 'YES'.

The meeting was adjourned by about 6.15 p.m.

Thank you.



Kobby Agyekum
Interim Director of Planning and
Development Services



MEMO

Date: July 24, 2023
To: Planning and Zoning Commission Members
From: Kobby Agyekum (Interim Director of Planning and Development Services)
Subject: Cassandra Canela & Jacob Castillo; requesting to replat of The Estates at Wildwood Trail Phase 2, Lot 40, also known as 1404 Lewis Street and The Estates at Wildwood Trail Phase 2, Lot 39, also known as 1426 Lewis Street, Kingsville TX

The applicant approached the department because they wanted to re-plat two adjacent properties into one address. The proposal as presented to the department would involve creating one property. There is one building currently on the property and will remain as 1404 Lewis Road, but the re-plat would ensure both lots are combined with one defined boundary and address. The property is currently zoned R1 – Single Family.

Consequently, this application is being submitted for your consideration. The department has reviewed the application and has found no adverse impact on the environment and the development complies with the relevant codes and Ordinances. Therefore, it is recommended that you consider the said application and approve same since this will improve internet use within the city of Kingsville.

Thank you.

Kobby Agyekum
Interim Director of Planning and
Development Services

CITY OF KINGSVILLE
PLANNING AND ZONING DIVISION
MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 1404 & 1426 Lewis St Nearest Intersection _____
(Proposed) Subdivision Name Wildwood Lot 40 & 39 Block _____
Legal Description: The Estates at Wildwood Trail Phase 2, Lot 39 & 40
Existing Zoning Designation R1 Future Land Use Plan Designation _____

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Cassandra Canela Phone 830-333-3498 FAX _____
Jacob Castillo
Email Address (for project correspondence only): CinnamonCass95@gmail.com
Mailing Address 1404 Lewis St City Kingsville State TX Zip 78363
Property Owner Jacob Castillo Phone 830-333-3498
Email Address (for project correspondence only): JakeCastillo@yahoo.com
Mailing Address 1404 Lewis St City Kingsville State TX Zip 78363

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

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

Please provide a basic description of the proposed project:

Replotting 2 properties into one.

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

Applicant's Signature [Signature] Date: 5-31-23
Property Owner's Signature [Signature] Date: 5-31-23
Accepted by: [Signature] Date: 6/06/2023

View and Download Full Report: [View and Download Full Report](#)

Tax Year: 2023 - Values not available

Property

Account

Property ID: 45071 Legal Description: THE ESTATES AT WILDWOOD TRAIL PHASE 2, LOT 40

Geographic ID: 185400040000192 Zoning:

Type: Real Agent Code: 65671

Property Use Code:

Property Use Description:

Location

Address: 1404 LEWIS ST TX Mapsco:

Neighborhood: Map ID: B2

Neighborhood CD:

Owner

Name: RICK'S HOMES LLC Owner ID: 69690

Mailing Address: 4833 SARATOGA BLVD PMB #423 % Ownership: 100.000000000000%
CORPUS CHRISTI, TX 78413

Exemptions:

Values

(+) Improvement Homesite Value:	+	N/A	
(+) Improvement Non-Homesite Value:	+	N/A	
(+) Land Homesite Value:	+	N/A	
(+) Land Non-Homesite Value:	+	N/A	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	N/A	N/A
(+) Timber Market Valuation:	+	N/A	N/A

(=) Market Value:	=	N/A
(-) Ag or Timber Use Value Reduction:	-	N/A

(=) Appraised Value:	=	N/A
(-) HS Cap:	-	N/A

(=) Assessed Value:	=	N/A
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Taxing Jurisdiction

Owner: RICK'S HOMES LLC

% Ownership: 100.000000000000%

Total Value: N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	KLEBERG COUNTY APPRAISAL DISTRICT	N/A	N/A	N/A	N/A
CKI	CITY OF KINGSVILLE	N/A	N/A	N/A	N/A

GKL	KLEBERG COUNTY	N/A	N/A	N/A	N/A
SKI	KINGSVILLE I.S.D.	N/A	N/A	N/A	N/A
WST	SOUTH TEXAS WATER AUTHORITY	N/A	N/A	N/A	N/A
Total Tax Rate:		N/A			
				Taxes w/Current Exemptions:	N/A
				Taxes w/o Exemptions:	N/A

Improvement #1 Building

Improvement #1: RESIDENTIAL State Code: O2 Living Area: 2538.0 sqft Value: N/A

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	FF6	EWB	2022	2538.0
OPFG	OPEN PORCH FRAME GOOD	*		2022	36.0
PCFG	PATIO COVERED FRAME GOOD	*		2022	178.0
AGFF	ATTACHED GARAGE FRAME FINISHED	*		2022	484.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	O2	O2	0.2711	11810.00	76.25	165.10	N/A	N/A

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2023	N/A	N/A	N/A	N/A	N/A	N/A
2022	\$0	\$9,740	0	9,740	\$0	\$9,740
2021	\$0	\$9,740	0	9,740	\$0	\$9,740
2020	\$0	\$8,470	0	8,470	\$0	\$8,470
2019	\$0	\$8,470	0	8,470	\$0	\$8,470
2018	\$0	\$8,470	0	8,470	\$0	\$8,470
2017	\$0	\$8,470	0	8,470	\$0	\$8,470

Questions Please Call (361) 455-8775

This report is not certified and all values will be represented with "N/A".

Website version: 1.2.2.33

Database last updated on: 5/31/2023 6:17 PM

© R. Harris Computer Corporation

GKL	KLEBERG COUNTY	N/A	N/A	N/A	N/A
SKI	KINGSVILLE I.S.D.	N/A	N/A	N/A	N/A
WST	SOUTH TEXAS WATER AUTHORITY	N/A	N/A	N/A	N/A
Total Tax Rate:		N/A			

Taxes w/Current Exemptions: N/A

Taxes w/o Exemptions: N/A

Improvements / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	O1	O1	0.2320	10107.00	71.22	145.51	N/A	N/A

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2023	N/A	N/A	N/A	N/A	N/A	N/A
2022	\$0	\$8,750	0	8,750	\$0	\$8,750
2021	\$0	\$8,750	0	8,750	\$0	\$8,750
2020	\$0	\$7,610	0	7,610	\$0	\$7,610
2019	\$0	\$7,610	0	7,610	\$0	\$7,610
2018	\$0	\$7,610	0	7,610	\$0	\$7,610
2017	\$0	\$7,610	0	7,610	\$0	\$7,610

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	4/26/2022	WDVL	WARRANTY DEED W/VENDOR'S LEIN	ZARSKY DEVELOPMENT CO LLC	RICK'S HOMES LLC			330198

Tax Due

Property Tax Information as of 06/01/2023

Amount Due if Paid on: 

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
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NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions: Please Call (861) 595-5775

This report is not certified and all values will be represented with "N/A".

Website version: 1.2.2.30

Database last updated on: 5/31/2023 8:17 PM

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333898

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Date: March 6, 2023

Grantor: RICK'S HOMES, LLC.

Grantor's Mailing Address: 4833 Saratoga Blvd, PMB #423, Corpus Christi, Nueces County, Texas 78411

Grantee: JACOB CASTILLO and spouse, CASSANDRA CANELA

Grantee's Mailing Address: 2511 Golf Course Road, Apt. 424, Kingsville, Kleberg County, Texas 78363

Consideration: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed.

Property (including any improvements):

LOT THIRTY NINE (39), FINAL PLAT OF THE ESTATES AT WILDWOOD TRAIL, PHASE 2, an Addition to the City of Kingsville, Kleberg County, Texas, as shown by the map or plat thereof recorded in Envelope 185, Plat Cabinet II, Map Records of Kleberg County, Texas.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than

Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for the current year which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the

Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural. When the Grantor or the Grantee is other than a natural person, the words "heirs, executors and administrators" or "heirs and assigns" shall be construed to mean "successors and assigns". Reference to any gender shall include either gender and, in the case of a legal entity other than a natural person, shall include the neutral.

Grantor:

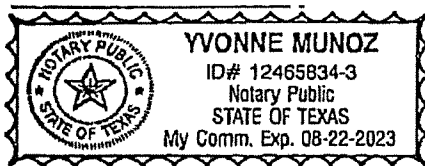
RICK'S HOMES, LLC

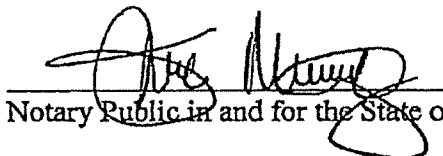
By: 

Hamed Mostaghassi, Member

STATE OF TEXAS §
COUNTY OF NUECES §

This instrument was acknowledged before me on March 7, 2023, by **Hamed Mostaghassi, Member of RICK'S HOMES, LLC.**




Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:
JACOB CASTILLO and CASSANDRA CANELA
2511 Golf Course Road, Apt. 424
Kingsville, Texas 78363

PREPARED IN THE LAW OFFICE OF:
Brent Chesney, Attorney
Holly Oaks Professional Plaza
5402 Holly Road, Bldg. B, Suite 2202
Corpus Christi, Texas 78411

FILE# 333898

FILED FOR RECORD

2023 MAY -2 AM 10: 59

SALVADOR "SONNY" BARRERA, III
COUNTY CLERK, KLEBERG COUNTY
DEPUTY

CLARISSA M. MORENO

STATE OF TEXAS, COUNTY OF KLEBERG, I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED ON THE DATE AND TIME STAMPED HEREON BY ME AND WAS DULY RECORDED IN THE OFFICIAL RECORDS OF KLEBERG COUNTY, TEXAS.

MAY 04 2023

DELIVERY DATE



[Signature]
SALVADOR "SONNY" BARRERA, III
COUNTY CLERK, KLEBERG COUNTY

ANY PROVISIONS HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE INVALID AND ENFORCEABLE UNDER FEDERAL LAW.

RETURN TO:

Kevin Boldt
First Title CO.
5402 Holly Road, Ste 2202
Corpus Christi, TX 78411

RECORDER'S MEMORANDUM:

ALL OR PART OF A SOCIAL SECURITY NUMBER, IF CONTAINED IN THIS DOCUMENT, MAY HAVE BEEN REDACTED. TEX. GOV'T CODE SEC. 552.147(B) THE COUNTY CLERK MAY REACT A LIVING PERSON'S SOCIAL SECURITY NUMBER FROM ANY OR ALL DOCUMENTS CONTAINED FOR DISCLOSURE IN KLEBERG COUNTY.

334222

WARRANTY DEED WITH VENDOR'S LIEN

CANELA
Loan #: 8000272502
MIN: 100053680002725029
PIN: 185400040000192

NOTICE OF CONFIDENTIALITY: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

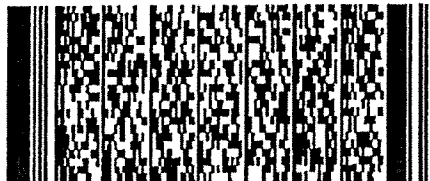
THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KLEBERG

THAT RICK'S HOMES LLC (hereinafter called "Grantors" whether one or more), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations cash in hand paid by CASSANDRA CANELA A SINGLE WOMAN AND JACOBO CASTILLO, A SINGLE MAN whose address is 1404 LEWIS ST, KINGSVILLE, TX 78363-2014 US (hereinafter called "Grantees" whether one or more), the receipt and sufficiency of which are hereby acknowledged and confessed, and the further consideration of the note in the principal sum of THREE HUNDRED THIRTY-SIX THOUSAND AND 00/100 Dollars (\$336,000.00), payable to the order of PRIMELENDING, A PLAINSCAPITAL COMPANY (hereinafter referred to as "Beneficiary") at the special instance and request of the Grantees herein, the receipt of which is hereby acknowledged and confessed, and as evidence of such advancement, the said Grantees herein have executed their note of even date herewith for said amount payable to the order of said Beneficiary, bearing interest at the rate therein provided, principal and interest being due and payable in monthly installments as therein set out, and providing for attorney's fees and acceleration of maturity at the rate and in the events therein set forth, which note is secured by the Vendor's Lien herein reserved and is additionally secured by a Deed of Trust of even date herewith, executed by the Grantees herein to ALLAN B. POLUNSKY, Trustee, reference to which is here made for all purposes; and in consideration of the payment of the sum above mentioned by the Beneficiary above mentioned, Grantors hereby transfer, set over, assign and convey unto said Beneficiary and assigns, the Vendor's Lien and Superior Title herein retained and reserved against the property and premises herein conveyed, in the same manner and to the same extent as if said note had been executed in Grantors' favor and by said Grantors assigned to the Beneficiary without recourse; have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the said Grantees herein, the following described property, together with all improvements thereon, to-wit:

LOT FORTY (40), FINAL PLAT OF THE ESTATES AT WILDWOOD TRAIL PHASE 2, AN



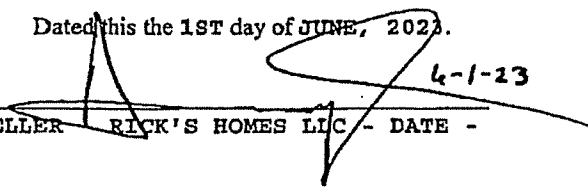
ADDITION TO THE CITY OF KINGSVILLE, KLEBERG COUNTY, TEXAS, AS SHOWN ON MAP OR PLAT OF RECORD IN ENVELOPE 185, PLAT CABINET II, MAP RECORDS OF KLEBERG COUNTY, TEXAS.

TO HAVE AND TO HOLD the above described premises, together with, all and singular, the rights and appurtenances thereto in any wise belonging, unto the said Grantees, their heirs and assigns forever. And Grantors do hereby bind themselves, their heirs, executors and administrators, to warrant and forever defend all and singular, the said premises unto the said Grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Taxes for the current year have been prorated and are assumed by Grantee. This conveyance is made and accepted subject to any and all validly existing restrictions, mineral reservations and interests, conditions, covenants, easements, and rights of way, if any, applicable to and enforceable against the above described property as now reflected by the records of the County Clerk in said County and State and to any applicable zoning laws or ordinances.

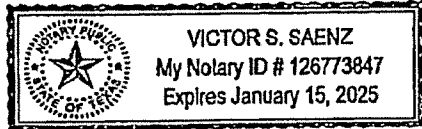
But it is expressly agreed and stipulated that the Vendor's Lien and the Superior Title are retained and reserved in favor of the payee in said note against the above described property, premises and improvements, until said note, and all interest thereon is fully paid according to the face and tenor, effect and reading thereof, when this deed shall become absolute.

When this deed is executed by one person or when the Grantee is one person, the instrument shall read as though pertinent verbs and pronouns were changed to correspond, and when executed by or to a corporation the words "heirs, executors and administrators" or "heirs and assigns" shall be construed to mean "successors and assigns".

Dated this the 1ST day of JUNE, 2023.

- SELLER  RICK'S HOMES LLC - DATE - 4-1-23

THE STATE OF TEXAS:

COUNTY OF KlebergThis instrument was acknowledged before me on June 1, 2023, by RICK'S HOMES LLC.Victor S. Saenz
Notary Public, State of Texas:Notary's Name Printed:
Victor S. SAENZMy Commission Expires: 1-15-2025Return To:
1404 LEWIS ST
KINGSVILLE, TX 78363-2014

FILE# 334222

FILED FOR RECORD

2023 JUN -2 AM 8:42

SALVADOR "SONNY" BARRERA III
COUNTY CLERK, KLEBERG COUNTY
[Signature]

SONJA D. REYNA

STATE OF TEXAS, COUNTY OF KLEBERG, I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED ON THE DATE AND TIME STAMPED HEREON BY ME AND WAS DULY RECORDED IN THE OFFICIAL RECORDS OF KLEBERG COUNTY, TEXAS.



JUN 06 2023
DELIVERY DATE

[Signature]
SALVADOR "SONNY" BARRERA, III
COUNTY CLERK, KLEBERG COUNTY

*ANY PROVISIONS HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF
THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE INVALID
AND ENFORCEABLE UNDER FEDERAL LAW.*

RETURN TO:

S & S ABSTRACT & TITLE COMPANY

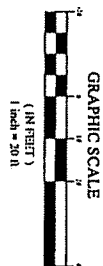
801 EAST KLEBERG

KINGSVILLE, TEXAS 78363

RECORDER'S MEMORANDUM:

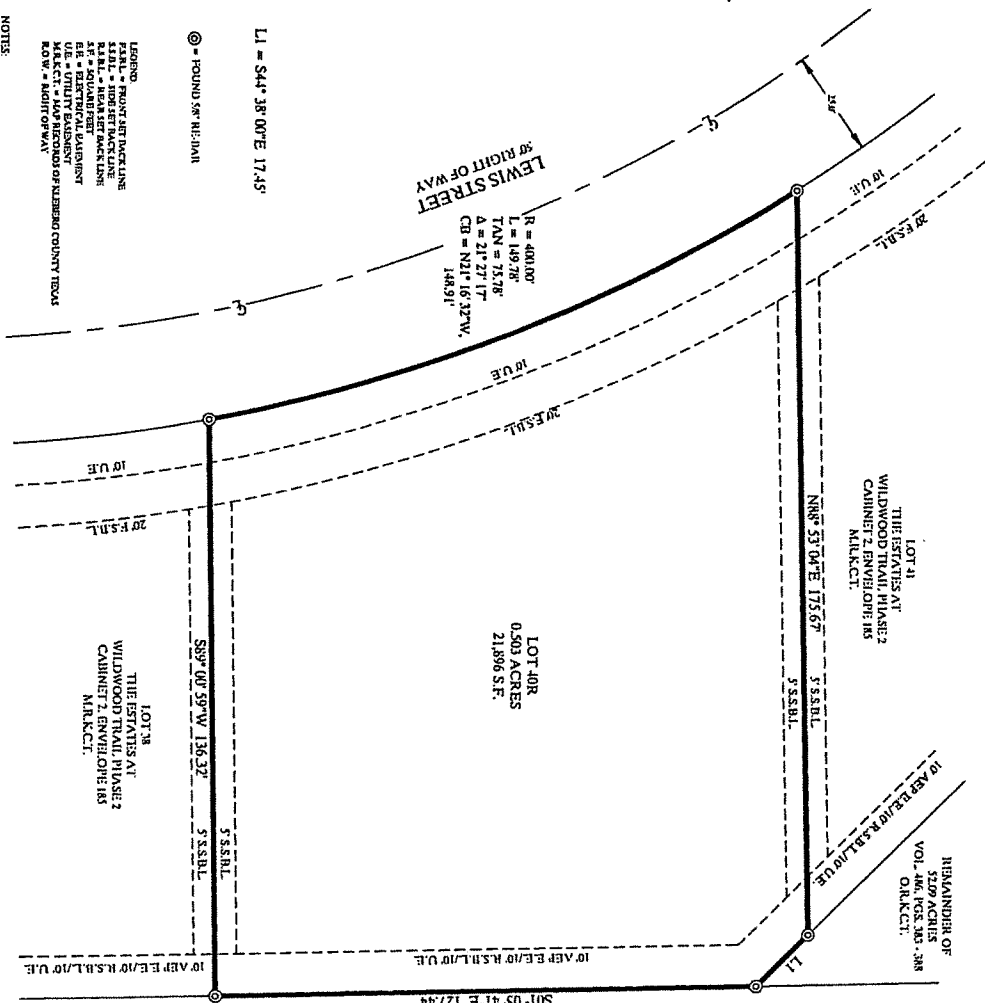
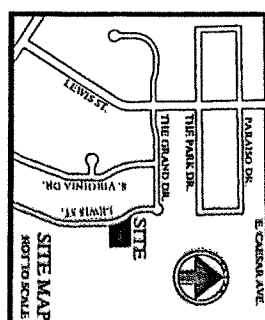
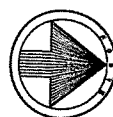
ALL OR PART OF A SOCIAL SECURITY NUMBER, IF CONTAINED IN THIS DOCUMENT, MAY HAVE BEEN REDACTED. TEX. GOV'T CODE SEC. 552.147(B)
THE COUNTY CLERK MAY REACT A LIVING PERSON'S SOCIAL SECURITY NUMBER FROM ANY OR ALL DOCUMENTS CONTAINED FOR DISCLOSURE IN KLEBERG COUNTY.

Brisler Surveying
11000 Highway 100, Suite 31
Copper Cloud, Texas 76855
Office: 361-426-1100
Fax: 361-426-1101
bri@brislersurveying.com
Brisler Surveying, Inc. (INC 000000)



THE ESTATES AT WILDWOOD TRAIL PHASE 2 LOT 40R

BEING A REPLAT OF LOTS 39 AND 40, THE ESTATES AT WILDWOOD TRAIL PHASE 2, AS SHOWN ON THE PLAT RECORDED IN ENVELOPE 185, PLAT CABINET II, MAP RECORDS OF KLEBERG COUNTY, TEXAS.



15.26 ACRES
OUT OF SOUTH HALF
SECTION 17, T17N, R10E, S1E
KLEBERG COUNTY, TEXAS
IMPROVEMENTS BY PLAT CABINET I
ENVELOPE 185, MAP RECORDS OF
KLEBERG COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF KLEBERG

JACOB CASTILLO
OWNER

CASSANDRA CANELA
OWNER

NOTARY PUBLIC

THIS TITLE DAY OF 2023

STATE OF TEXAS
COUNTY OF KLEBERG

NOTARY PUBLIC

THIS TITLE DAY OF 2023

STATE OF TEXAS
COUNTY OF KLEBERG

CLERK OF THE COUNTY COURT IN AND FOR
KLEBERG COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING
INSTRUMENT DATED THE DAY OF 2023, WITH ITS
CORRECTED COPY, WAS FILED FOR RECORD IN MY OFFICE
ON THE DAY OF 2023, IN VOLUME PAGE MAP RECORDS
NO. FILED FOR RECORD

COUNTY CLERK, KLEBERG COUNTY, TEXAS
AT O'CLOCK, M

NOTES:

1. BY CHANGING PLATTING ONLY, THIS PROPERTY IS IN
ZONE 2C ON THE FLOOD INSURANCE RATE MAP, WHICH
COMMUNITY PANEL NO. 49720C IS E, WHICH BECOMES
AN EFFECTIVE DATE OF MARCH 17, 2017 AND IS NOT IN
A SPECIAL FLOOD HAZARD AREA.

2. MEASUREMENTS ARE BASED ON CLOUTIER POSITIONING
SYSTEM (NAD 83) 425 DATUM.

3. SET 5/8\"

STATE OF TEXAS
COUNTY OF KLEBERG

THIS FINAL PLAT OF THE HEREIN DESCRIBED
PROPERTY WAS APPROVED BY THE PLANNING AND
ZONING COMMISSION FOR THE CITY OF KINGSVILLE,
TEXAS

THIS TITLE DAY OF 2023

STATE OF TEXAS
COUNTY OF KLEBERG

THIS FINAL PLAT OF THE HEREIN DESCRIBED
PROPERTY WAS APPROVED BY THE PLANNING AND
ZONING COMMISSION FOR THE CITY OF KINGSVILLE,
TEXAS

THIS TITLE DAY OF 2023

STATE OF TEXAS
COUNTY OF KLEBERG

THIS FINAL PLAT OF THE HEREIN DESCRIBED
PROPERTY WAS APPROVED BY THE PLANNING AND
ZONING COMMISSION FOR THE CITY OF KINGSVILLE,
TEXAS

THIS TITLE DAY OF 2023

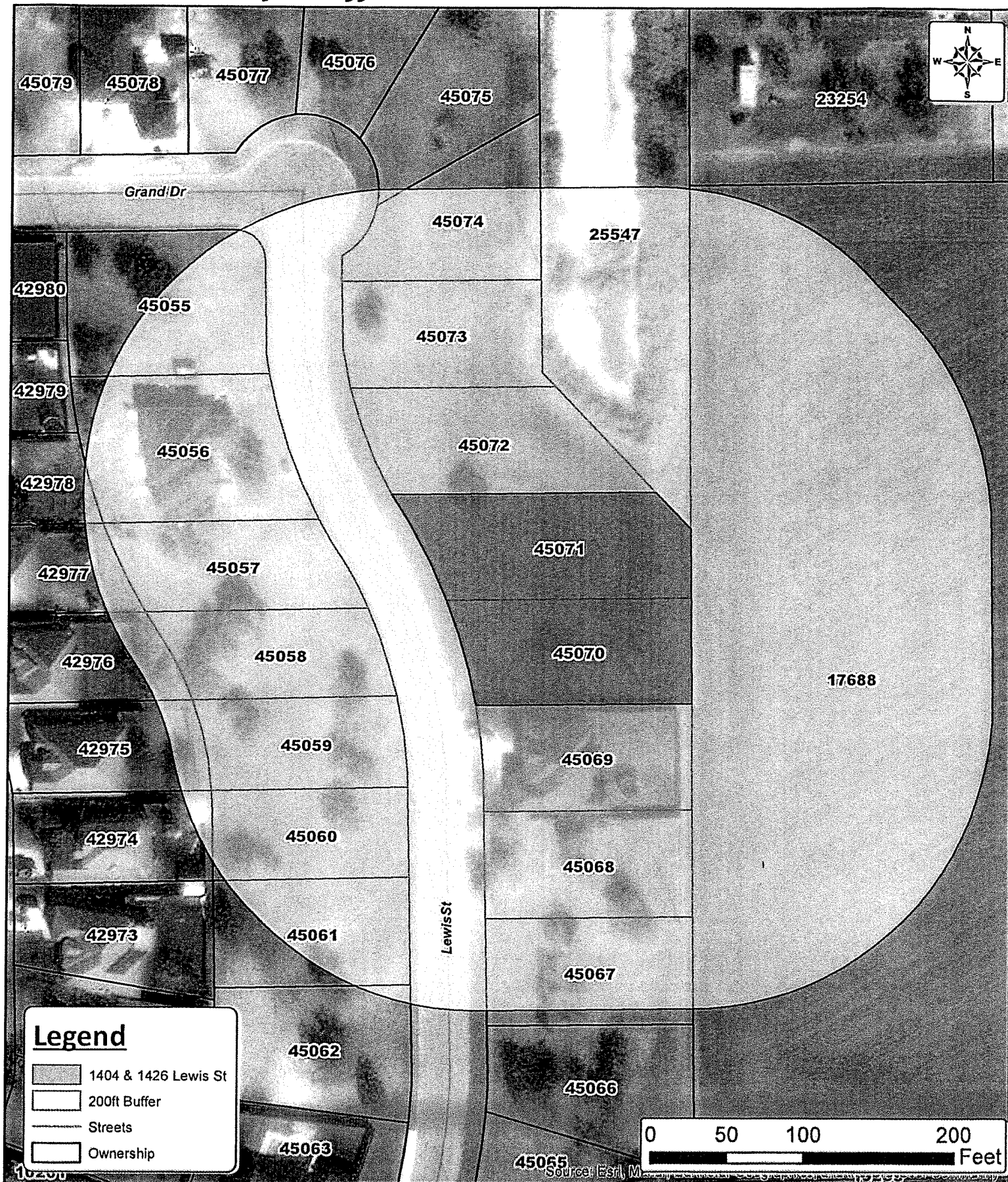
STATE OF TEXAS
COUNTY OF KLEBERG

1. RONALD E. BRISTER, A REGISTERED PROFESSIONAL LAND
SURVEYOR OF KLEBERG COUNTY, TEXAS, HAS PREPARED THE
FOREGOING MAP FROM A SURVEY MADE ON THE GROUND
UNDER MY DIRECTION AND IT IS TRUE AND CORRECT TO THE
BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

THIS TITLE DAY OF 2023

RONALD E. BRISTER
REGISTERED PROFESSIONAL LAND SURVEYOR

200ft Buffer at 1404 & 1426 Lewis St



Legend

- 1404 & 1426 Lewis St
- 200ft Buffer
- Streets
- Ownership

0 50 100 200 Feet

Drawn By: G. AMAYA

Last Update: 7/13/2023

Note: Ownership is labeled with its Prop ID.

DISCLAIMER:
THIS MAP IS FOR VISUAL PURPOSES ONLY.
THE INFORMATION ON THIS SHEET MAY
CONTAIN INACCURACIES OR ERRORS.
THE CITY OF KINGSVILLE IS NOT
RESPONSIBLE IF THE INFORMATION
CONTAINED HEREIN IS USED FOR ANY
DESIGN, CONSTRUCTION, PLANNING, BUILDING,
OR ANY OTHER PURPOSE.



CITY OF KINGSVILLE
ENGINEERING DEPARTMENT
400 W King Ave; Kingsville, TX 78363
Office: (361) 595-8007
Fax: (361) 595-8064

Rick's Homes LLC
4833 Saratoga Blvd PMB #423
Corpus Christi, Tx 78413
#45075

Briones Jaime Enrique Jr
Etux Jaqueline D Llamas
1375 Lewis St
Kingsville, Tx 78363
#45056

Garcia Jose R Jr
Railene I Salinas
1402 Virginia Ave
Kingsville, Tx 78363
#42977

Rick's Homes LLC
4833 Saratoga Blvd PMB #423
Corpus Christi, Tx 78413
#45074

Rick's Homes LLC
4833 Saratoga Blvd PMB #423
Corpus Christi, Tx 78413
#45057

Galindo Ernest R
Etux Stephanie N
1364 Virginia Ave
Kingsville, Tx 78363
#42978

Rick's Homes LLC
4833 Saratoga Blvd PMB #423
Corpus Christi, Tx 78413
#45073

Rick's Homes LLC
4833 Saratoga Blvd PMB #423
Corpus Christi, Tx 78413
#45058

Rick's Homes LLC
4833 Saratoga Blvd PMB #423
Corpus Christi, Tx 78413
#45072

Rick's Homes LLC
4833 Saratoga Blvd PMB #423
Corpus Christi, Tx 78413
#45059

Garza Vicente Jr
Etux Liza Marie
1448 Lewis St
Kingsville, Tx 78363
#45069

Rick's Homes LLC
4833 Saratoga Blvd PMB #423
Corpus Christi, Tx 78413
#45060

Rick's Homes LLC
4833 Saratoga Blvd PMB #423
Corpus Christi, Tx 78413
#45068

Rick's Homes LLC
4833 Saratoga Blvd PMB #423
Corpus Christi, Tx 78413
#45061

Rick's Homes LLC
4833 Saratoga Blvd PMB #423
Corpus Christi, Tx 78413
#45067

Zarsky Development CO LLC
PO Box 2527
Victoria, Tx 77901
#45062

Nelson Heartwin Bertil EST
% Charles Nelson
1411 Lakeview Dr
Portage, MI 49002
#17688

Garza Jace Section 142 Trust
Raymond James Trust (CORP-TR)
PO Box 23559
St Petersburg, Fl 33742
#42974

Zarsky Development CO LLC
PO Box 2527
Victoria, Tx 77901
#25547

Braham Christopher K
801 Riston Ct
Chesapeake, Va 23322-9548
#42975

Esquivel Roberts
401 S Lantana Dr
Kingsville, Tx 78363-4954
#45055

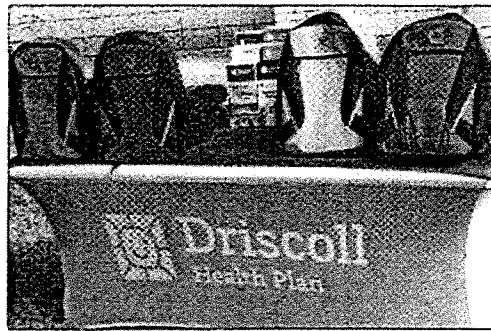
Havens Jason Ryan
1424 Virginia Ave
Kingsville, Tx 78363
#42976

Coastal Bend organizations joining forces for Kleberg County students

From clothes, haircuts, school supplies, shoes, backpacks, and everything in between, Coastal Bend families will prepare for one of the most expensive months of the year. It is estimated that over 5,000 students will prepare for Back to School within Kleberg County.

"Back to School shopping and preparing can be stressful for families. We are thankful to be partnering with the Coastal Bend Wellness Foundation and Driscoll Health Plan on an event that will support families and promote education, health, and wellness in the community," said Kristi Kleberg County Secretary Kim Tilly-Sadler.

This event is offered at no cost and will provide over 1,500 free backpacks, school supplies, community program information, giveaways, free playdates for junior high school students, and a lunch buffet. The Back to School, Back to Wellness Fair will have something for community members of all



Backpacks, school supplies and more for Kleberg County students

ages. Guardians will have the opportunity to connect with programs that aim to sustain health and wellness for their families and themselves, while youth can engage in activities and prepare for their return to the classroom.

We invite Kleberg County and all the surrounding communities to join us on

Monday, July 22, from 10 a.m. to 1 p.m. at the J.K. Northway Expo Center, located at 501 S. Escamela Blvd. in Kingsville.

For additional information on becoming a vendor, joining the event, or how to get involved, contact Mahesh Neri at 361-814-1011 or MaheshNeri@chwellness.org.

Bicyclist struck on U.S. Hwy 77 passes away

On Tuesday, July 11, 2023, at 1:31 a.m., Kingsville Police Department units were dispatched to U.S. Highway 77, south of General Cavazos Blvd., for two bicyclists that had been struck by a vehicle. Officers learned that two males were riding bicycles on the northbound access road.

See "Bicyclist" on Pg. 11

?? TRIVIA ?? HOW SMART ARE YOU?

- Think you know something about everything?
- What do you know about our area?

Play Kingsville Trivia brought to you by Harrel's Pharmacy

Questions:

1. What does a Nephrologist study?
2. In what year will Haley's comet be visible with the naked eye from Earth?
3. What element comes last alphabetically?
4. Who played Tintin on Fantasy Island?
5. What was the final year of the Tonight Show, starring Johnny Carson?
6. What was the first television show filmed before a live studio audience?
7. What is the world's largest cat?
8. How many legs does a lobster have?
9. What is the deadliest spider on Earth?
10. What color is Yak milk?

(Answers will be in the next issue)

HOW SMART ARE YOU?

- 1-10. Only Harrel's can bring you
- 1-X. Pick up your FREE TANK
- 1-4. You are on your way to get 8.5 degree
- 1-4. Do not skip any more school
- 1 or less - don't leave home without a chaperone

For all your pharmacy needs, contact Harrel's. Lots of great items and discounts. Kingsville's best deal!

Harrel's
Kingsville Pharmacy
204 E. Kleberg • Kingsville, TX
(361) 992-3354

TRIVIA ANSWERS

July 13, 2023

1. Magnetar
2. 1,048,576
3. 109
4. 20
5. Xerox
6. Vitamin C
7. Pressure
8. Vacuum
9. Trees
10. 220

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, August 2, 2023 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard: Owners/Applicant, Cassandra Canela & Jacob Castillo; requesting to replat of The Estates at Wildwood Trail Phase 2, Lot 40, also known as 1404 Lewis Street and The Estates at Wildwood Trail Phase 2, Lot 39, also known as 1426 Lewis Street, Kingsville TX 78363.

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

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, August 14, 2023 at 5:00 p.m. wherein the City Commission will discuss the consideration of the following item and at which time all interested persons will be heard: Owners/Applicant, Cassandra Canela & Jacob Castillo; requesting to replat of The Estates at Wildwood Trail Phase 2, Lot 40, also known as 1404 Lewis Street and The Estates at Wildwood Trail Phase 2, Lot 39, also known as 1426 Lewis Street, Kingsville TX 78363.

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

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, August 2, 2023 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard: Applicant, Roberto Cardenas; Owner, Neessen Real Estate Holdings, Ltd.; requesting the replat of Neessen Subdivision, Block 1, Lots 1-8 (Chevrolet Dealership), about 9.5499 acres, also known as 2007 S. US HWY 77 Bypass, Kingsville, TX 78363.

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

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, August 14, 2023 at 5:00 p.m. wherein the City Commission will discuss the consideration of the following item and at which time all interested persons will be heard: Applicant, Roberto Cardenas; Owner, Neessen Real Estate Holdings, Ltd.; requesting the replat of Neessen Subdivision, Block 1, Lots 1-8 (Chevrolet Dealership), about 9.5499 acres, also known as 2007 S. US HWY 77 Bypass, Kingsville, TX 78363.

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

PUBLIC HEARING NOTICE

The Zoning Board of Adjustments of the City of Kingsville will hold a Public Hearing Thursday, August 10, 2023, at 6:00 p.m. wherein the Board will discuss and/or take action on the following items and at which time all interested persons will be heard: ITEM NO. 2023-3: Alonzo Olguin Jr, Owner/Applicant, requesting a Zoning Variance Request (Steel Garage) for Serenity Estates #2 (Replat), Lot 7-A, 2.2600 Acres also known as 702 W. Sage, Kingsville, TX, 78363.

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

PUBLIC HEARING NOTICE

The Zoning Board of Adjustments of the City of Kingsville will hold a Public Hearing Thursday, August 10, 2023, at 6:00 p.m. wherein the Board will discuss and/or take action on the following items and at which time all interested persons will be heard: ITEM NO. 2023-4: Rebecca Trant, Owner; Ramon Perez, Applicant, requesting a Zoning Variance Request (Carport) for Forrest Park I, Block 2, Lot 22 also known as 810 Inez, Kingsville, TX, 78363.

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

PUBLIC HEARING NOTICE

The Zoning Board of Adjustments of the City of Kingsville will hold a Public Hearing Thursday, August 10, 2023, at 6:00 p.m. wherein the Board will discuss and/or take action on the following items and at which time all interested persons will be heard: ITEM NO. 2023-2: Roberto Zavala, applicant; Columbus Club Assn. of Kingsville, Owners; requesting a Zoning Variance Request (Sign) for KT & I CO, BLOCK 18, LOT PT 12, REAR 3 Acres, KNIGHTS OF COLUMBUS HALL, and K T & I CO, BLOCK 18, LOT PT 12, (KNIGHTS OF COLUMBUS HALL #3389), 2.0 Acres also known as 320 General Cavazos Blvd., Kingsville, TX, 78363.

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

AGENDA ITEM #13

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



MEMO

Date: August 2, 2023

To: Mark McLaughlin (City Manager)

From: Kobby Agyekum (Interim Director of Planning and Development Services)

Subject: **Roberto Cardenas; Applicant and Neessen Real Estate Holdings, Ltd.; Owner requesting the replat of Neessen Subdivision, Block 1, Lots 1-8 (Chevrolet Dealership), about 9.5499 acres, also known as 2007 S. US HWY 77 Bypass, Kingsville, TX 78363.**

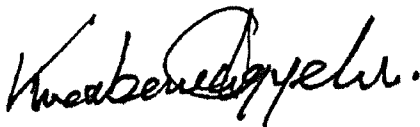
The Planning and Zoning Commission meeting was held as scheduled this evening, August 2, 2023, with 4 members in attendance.

Members deliberated over the issue of granting approval for the **replat of Neessen Subdivision, Block 1, Lots 1-8 (Chevrolet Dealership), 2.67 acres out the 9.5499 acres, also known as 2007 S. US HWY 77 Bypass**, to enable the applicant to create two separate plats. Letters were sent out to neighbors and the City received no feedback.

Commissioners, after deliberations, voted to approve the recommendation for the replat of the said property for two property ID numbers. A recorded vote of all members present was taken and Board Commissioners Brian Coufal, Larry Garcia, Rev. Idotha Battle and the Chairman – Steve Zamora all voted ‘YES’.

The meeting was adjourned by about 6.15 p.m.

Thank you.



Kobby Agyekum
Interim Director of Planning and
Development Services



MEMO

Date: July 24, 2023

To: Planning and Zoning Commission Members

From: Kobby Agyekum (Interim Director of Planning and Development Services)

Subject: Roberto Cardenas; Applicant and Neessen Real Estate Holdings, Ltd.; Owner requesting the replat of Neessen Subdivision, Block 1, Lots 1-8 (Chevrolet Dealership), about 9.5499 acres, also known as 2007 S. US HWY 77 Bypass, Kingsville, TX 78363.

The applicant approached the department because they wanted to re-plat The Neessen Lots 1-8 and Neessen Lot 9 into two separate Lots. The proposal as presented to the department would involve creating two properties the Neessen sub-division Lots 1-8 (2.67 acres) and Neessen sub-division Lot 9 (6.88 acres) into two separate Lots. There are two buildings currently on the property at Lot 9, but the re-plat would ensure both lots are separated with one defined boundary and address. The property is currently zoned C4 – Commercial.

Consequently, this application is being submitted for your consideration. The department has reviewed the application and has found no adverse impact on the environment and the development complies with the relevant codes and Ordinances. Therefore, it is recommended that you consider the said application and approve same since this will improve internet use within the city of Kingsville.

Thank you.

A handwritten signature in black ink, appearing to read "Kobby Agyekum", is written over the typed name.

Kobby Agyekum
Interim Director of Planning and
Development Services

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

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 2007 S. US Highway 77 Nearest Intersection Carlos Truan Blvd. & US Highway 77

(Proposed) Subdivision Name Nessen Subdivision Lot 1R Block N/A

Legal Description: ²⁹Lots 1, 2, 3, 4, 5, 6, 7 & 8 Neessen Subdivision (Envelope 99 Cabnet II M.R.K.C.T.)

Existing Zoning Designation C-4 Commercial District Future Land Use Plan Designation Same

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Roberto Cardenas Phone 361-993-0800 FAX 361-993-2955

Email Address (for project correspondence only): roberto@texasgscotech.com

Mailing Address 5525 S. Staples Street Suite B2 City Corpus Christi State Texas Zip 78411

Property Owner Philip E. Neessen Phone 361-882-4825 FAX N/A

Email Address (for project correspondence only): morelvagonzalez@lealcon.com

Mailing Address 5110-B IH 37 City Corpus Christi State Texas Zip 78497

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

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

Please provide a basic description of the proposed project:

Re-plat lots 1, 2, 3, 4, 5, 6, 7 and 8 into one lot

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

Applicant's Signature Roberto Cardenas Date: 6-15-2023

Property Owner's Signature Philip E. Neessen Date: 6-19-23

Accepted by: Michael Calapute Date: 6/26/2023

Property ID: 4005377 Tax Year: 2023 - Values not available
 01/01/2023

Property

Account

Property ID: 4005377 Legal Description: NEESSEN, BLOCK 1, LOT 1-9, (CHEVROLET DEALERSHIP), ACRES 9.5499
 Geographic ID: 150300101000192 Zoning:
 Type: Real Agent Code:
 Property Use Code:
 Property Use Description:

Location

Address: 2007 S US HWY 77 Mapsco:
 TX
 Neighborhood: Map ID: B2
 Neighborhood CD:

Owner

Name: NEESSEN REAL EST HOLDINGS LTD Owner ID: 66970
 Mailing Address: PO BOX 1534 % Ownership: 100.0000000000%
 KINGSVILLE, TX 78364-1534
 Exemptions:

Values

(+) Improvement Homesite Value:	+	N/A	
(+) Improvement Non-Homesite Value:	+	N/A	
(+) Land Homesite Value:	+	N/A	
(+) Land Non-Homesite Value:	+	N/A	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	N/A	N/A
(+) Timber Market Valuation:	+	N/A	N/A
<hr/>			
(=) Market Value:	=	N/A	
(-) Ag or Timber Use Value Reduction:	-	N/A	
<hr/>			
(=) Appraised Value:	=	N/A	
(-) HS Cap:	-	N/A	
<hr/>			
(=) Assessed Value:	=	N/A	

Taxing Jurisdiction

Owner: NEESSEN REAL EST HOLDINGS LTD
 % Ownership: 100.0000000000%
 Total Value: N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
--------	-------------	----------	-----------------	---------------	---------------

CAD	KLEBERG COUNTY APPRAISAL DISTRICT	N/A	N/A	N/A	N/A
CKI	CITY OF KINGSVILLE	N/A	N/A	N/A	N/A
GKL	KLEBERG COUNTY	N/A	N/A	N/A	N/A
SKI	KINGSVILLE I.S.D.	N/A	N/A	N/A	N/A
WST	SOUTH TEXAS WATER AUTHORITY	N/A	N/A	N/A	N/A
Total Tax Rate:		N/A			

Taxes w/Current Exemptions: N/A
Taxes w/o Exemptions: N/A

Improvement / Building

Improvement #1: COMMERCIAL State Code: F1 Living Area: 8136.0 sqft Value: N/A

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	DS2G		2004	6840.0
OP1	OPEN PORCH BASIC (20%)	*		2004	2080.0
CP1	CARPORT BASIC (10%)	*		2004	3180.0
CON	CONCRETE SLAB COMMERCIAL	*		2004	269774.0
CON	CONCRETE SLAB COMMERCIAL	*		2019	51305.0
MA	MAIN AREA	ES3A		2004	1296.0

Improvement #2: COMMERCIAL State Code: F1 Living Area: 26878.0 sqft Value: N/A

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	SG2G		2004	20368.0
CP1	CARPORT BASIC (10%)	*		2004	768.0
CP1	CARPORT BASIC (10%)	*		2004	480.0
CP1	CARPORT BASIC (10%)	*		2004	504.0
CP1	CARPORT BASIC (10%)	*		2004	972.0
ZZM	MEZZANINE	SP		2004	600.0
MAAD	ADDN (INC W/MAIN FOR SF PRICING)	SG2G		2004	6510.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	F1	F1	9.5499	415995.60	0.00	0.00	N/A	N/A

Assessment History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2023	N/A	N/A	N/A	N/A	N/A	N/A
2022	\$2,034,440	\$499,200	0	2,533,640	\$0	\$2,533,640
2021	\$2,114,020	\$499,200	0	2,613,220	\$0	\$2,613,220
2020	\$2,374,090	\$499,200	0	2,873,290	\$0	\$2,873,290
2019	\$2,401,670	\$499,200	0	2,900,870	\$0	\$2,900,870
2018	\$2,862,270	\$499,200	0	3,361,470	\$0	\$3,361,470
2017	\$2,315,420	\$499,200	0	2,814,620	\$0	\$2,814,620
2016	\$1,779,720	\$499,200	0	2,278,920	\$0	\$2,278,920
2015	\$1,732,060	\$499,200	0	2,231,260	\$0	\$2,231,260
2014	\$1,597,840	\$499,200	0	2,097,040	\$0	\$2,097,040
2013	\$0	\$14,810	0	14,810	\$0	\$14,810
2012	\$0	\$14,810	0	14,810	\$0	\$14,810

2011	\$0	\$14,810	0	14,810	\$0	\$14,810
2010	\$0	\$14,810	0	14,810	\$0	\$14,810
2009	\$0	\$14,810	0	14,810	\$0	\$14,810

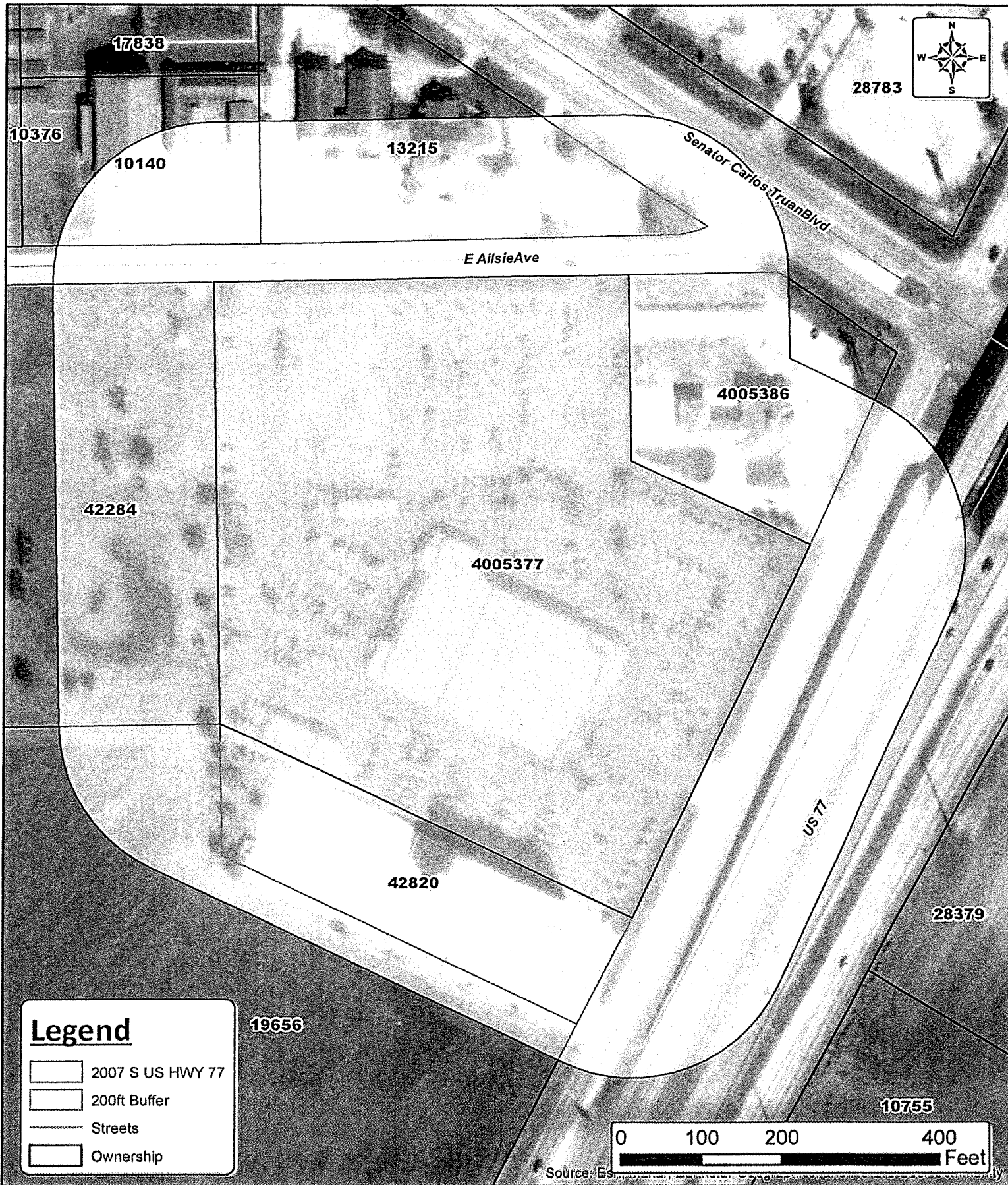
Questions Please Call (866) 833-6770

This year is not certified and A. A. values will be represented with "A/A".

Website version: 1.2.2.53

Database last updated on 6/20/2023 8:17 PM

© R. Harris Computer Corporation



Legend

- 2007 S US HWY 77
- 200ft Buffer
- Streets
- Ownership

19656

0 100 200 400 Feet

Source: Esri

Page: 1/1	Drawn By: G. AMAYA
	Last Update: 7/13/2023
	Note: Ownership is labeled with its Prop ID.

DISCLAIMER:
THIS MAP IS FOR VISUAL PURPOSES ONLY.
THE INFORMATION ON THIS SHEET MAY
CONTAIN INACCURACIES OR ERRORS.
THE CITY OF KINGSVILLE IS NOT
RESPONSIBLE IF THE INFORMATION
CONTAINED HEREIN IS USED FOR ANY
DESIGN, CONSTRUCTION, PLANNING, BUILDING,
OR ANY OTHER PURPOSE.



CITY OF KINGSVILLE
ENGINEERING DEPARTMENT
400 W King Ave; Kingsville, TX 78363
Office: (361) 595-8007
Fax: (361) 595-8084



Office of the Secretary of State

CERTIFICATE OF FILING
OF

Neessen Real Estate Holdings, Ltd.
File Number: 803520624

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Partnership (LP) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 01/16/2020

Effective: 01/16/2020



A handwritten signature in black ink, appearing to read "Ruth R. Hughes".

Ruth R. Hughes
Secretary of State

Form 207

Secretary of State
P.O. Box 13897
Austin, TX 78711-3697
FAX: 512/463-5709



**Certificate of Formation
Limited Partnership**

Filing Fee: \$750

Filed in the Office of the
Secretary of State of Texas
Filing #: 803520624 01/16/2020
Document #: 937791050002
Image Generated Electronically
for Web Filing

Article 1 - Entity Name and Type

The filing entity being formed is a limited partnership. The name of the entity is:

Neessen Real Estate Holdings, Ltd.

The name must contain the words "Limited Partnership," or "Limited," or the abbreviation "L.P.," "LP," or "Ltd." The name must not be the same as, deceptively similar to or similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for "name availability" is recommended.

Article 2 - Principal Office

The address of the principal office in the United States where records of the partnership are to be kept or made available is set forth below:

2007 S. U.S. Highway 77 Bypass, Kingsville, TX, USA 78363

Article 3 - Registered Agent and Registered Office

☐ A. The initial registered agent is an organization (cannot be limited partnership named above) by the name of:

OR

☒ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

Phillip E. Neessen

C. The business address of the registered agent and the registered office address is:

Street Address:

2007 S. U.S. Highway 77 Bypass Kingsville TX 78363

Consent of Registered Agent

☐ A. A copy of the consent of registered agent is attached.

OR

☒ B. The consent of the registered agent is maintained by the entity.

Article 4 - General Partner Information

The name and address of each general partner are as follows:

General Partner 1: (Business Name) **Neessen GP, LLC**

Address: **2007 S. U.S. Highway 77 Bypass Kingsville TX, USA 78363**

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Effectiveness of Filing

☒ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Signature of General Partner 1: Phillip E. Neessen, Manager of Neessen GP, LLC, General Partner

FILING OFFICE COPY

CERTIFICATE OF FORMATION
LIMITED PARTNERSHIP

Article 1 - Entity Name and Type

The filing entity being formed is a limited partnership. The name of the entity is:

Neessen Real Estate Holdings, Ltd.

Article 2 - Registered Agent and Registered Office

The initial registered agent is an individual resident of the state whose name is:

Phillip E. Neessen

The business address of the registered agent and the registered office address is:

2007 S. U.S. Highway 77 Bypass
Kingsville, Texas 78363

Article 3 - Governing Authority

The name and address of the general partner is set forth below:

Neessen GP, LLC
2007 S. U.S. Highway 77 Bypass
Kingsville, Texas 78363

Article 4 - Principal Office

The address of the principal office of the limited partnership in the United States where records are to be kept or made available under Section 153.551 of the Texas Business Organizations Code is:

2007 S. U.S. Highway 77 Bypass
Kingsville, Texas 78363

Article 5 - Effectiveness of Filing

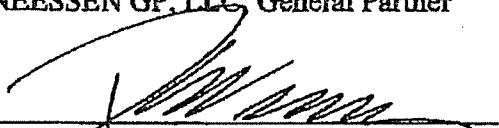
This document becomes effective when the document is filed by the secretary of state.

Article 6 - Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

DATE: January 15, 2020.

NEESSEN GP, LLC General Partner


Phillip E. Neessen, Manager

WS-230615

320789

CONTRIBUTION DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF KLEBERG §

THAT Phillip E. Neessen and Laura G. Neessen ("Grantors"), as a capital contribution to Neessen Real Estate Holdings, Ltd., a Texas limited partnership ("Grantee"), have GRANTED, SOLD, AND CONVEYED, and by these presents do GRANT, SELL, AND CONVEY, subject to the matters herein set forth, unto Grantee, the real property located in Kleberg County, Texas, described on Exhibit A attached to this Contribution Deed and incorporated by reference (the "Property");

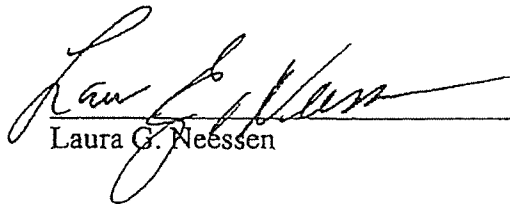
TO HAVE AND TO HOLD the Property, subject to the matters herein set forth, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee and Grantee's successors and assigns forever; and Grantors bind Grantors and Grantors' heirs and legal representatives to WARRANT AND FOREVER DEFEND, subject to the matters herein set forth, all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This Deed, the Property and all of Grantors' warranties are subject to: taxes and assessments on the Property becoming due and payable after the date of this Deed, the payment of which is assumed by Grantee; all existing leases covering oil, gas or other minerals and all outstanding royalty and mineral interests in and to the oil, gas and other minerals situated in, on or under the Property, to the extent the same are valid and still in force and effect; rights of parties in possession, if any; and any visible and apparent easements or rights-of-way upon or affecting the Property.

DATED to be EFFECTIVE: January 15, 2020.

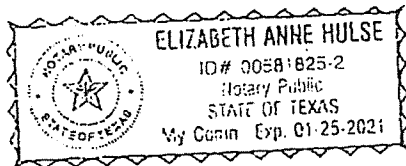


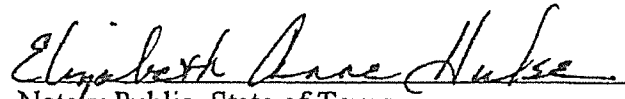
Phillip E. Neessen


Laura G. Neessen

STATE OF TEXAS §
 §
COUNTY OF NIUECES §

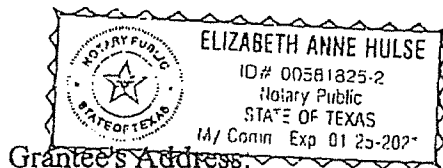
This instrument was acknowledged before me on January 15, 2020, by
Phillip E. Neessen.

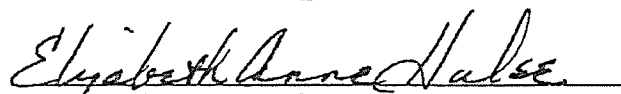



Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF NIUECES §

This instrument was acknowledged before me on January 15, 2020, by
Laura G. Neessen.




Notary Public, State of Texas

Neessen Real Estate Holdings, Ltd.
2007 S. U.S. Highway 77 Bypass
Kingsville, Texas 78363

After Recording Return To:

Newman F. Baker III
Davis, Hutchinson & Wilkerson, L.L.P.
802 N. Carancahua, Suite 1500
Corpus Christi, Texas 78401

Exhibit A

2151 N. Hwy. 77

A 6.00 acre subdivision, more or less, out of Farm Lot One (1), Section Five (5), of the Kleberg Town & Improvement Company Subdivision, Kleberg County, Texas, with said 6.00 acre subdivision being more fully described by metes and bounds below:

Fielder Family Trust No. 1, A 6.00+/- acre Subdivision out of Farm Lot One (1), Section Five (5), of The Kleberg Town & Improvement Company Subdivision, Kleberg County, Texas, and being more particularly described by metes and bounds as follows:

Being all that certain tract or parcel of land situated in Kleberg County, Texas, and being a part of Farm Lot 1, Section 5, The Kleberg Town & Improvement Co., a subdivision to said county being described by map or plat recorded in Volume 1, Page 34, Envelope 18, Map and Plat Records, Kleberg County, Texas, and being all of that tract of land conveyed by deed to Belmont Construction, Inc., recorded in Volume 80, Pages 399-406, Official Records, Kleberg County, Texas, more particularly described by metes and bounds as follows to wit:

BEGINNING at the Northwest corner of the aforementioned Farm Lot 1, said corner being in the South margin of the 60 foot R.O.W. of Kleberg County Road 2010 E (said county road also known as Sage Road), said corner being the Northeast corner of a tract of land conveyed by deed to Genaro Alberto Garcia recorded in Volume 267, Pages 111-113, Deed Records, Kleberg County, Texas, said corner being marked by an iron rod found in the ground for THE POINT OF BEGINNING, said point being the Northwest corner of the tract herein described;

THENCE, with the North line of the aforementioned Farm Lot 1, same being the aforementioned South R.O.W. margin of Kleberg County Road 2010 E., N. 89° 06' E., a distance of 260.64 feet to an iron rod found in the ground for a corner, said corner being in the Northwest corner of a tract of land conveyed by deed to Henry T. Benefield recorded in Volume 474, Pages 147-149, Deed Records, Kleberg County, Texas, said corner being the Northeast corner of the tract herein described;

THENCE, with the West line of the aforementioned Benefield tract of land, S.35° 48'E, a distance of 654.87 feet to an iron rod found in the ground for a corner, said corner being in the Southwest corner of the aforementioned Benefield tract of land, said corner being in the Northwest margin of the 300 foot R.O.W. of U.S. Highway 77 By Pass, said R.O.W. being described by deed to the State of Texas recorded in Volume 175, Pages 195-198, Deed Records, Kleberg County, Texas, said corner being the Southeast corner of the tract herein described;

THENCE, with the aforementioned Northwest R.O.W. margin of U.S. Highway No. 77 By Pass, S.54°12'W., a distance of 365.50 feet to an iron rod found in the ground for a corner, said corner being the Southeast corner of a tract of land conveyed by deed to GARCO recorded in Volume 408, Pages 238-240, Deed Records, Kleberg County, Texas, said corner being the Southwest corner of the tract herein described;

THENCE, with the East line of the aforementioned GARCO tract of land, N.35°48'W, a distance of 586.48 feet to an iron rod found in the ground for a corner, said corner being the North most corner of the aforementioned GARCO tract of land, said corner being in the West line of the aforementioned Farm Lot 1, said corner being an outer corner in the West line of the tract herein described;

THENCE, with the aforementioned East line of the Garcia tract of land and the aforementioned West line of Farm Lot I, N.00°54'W, a distance of 265.21 feet TO RETURN TO AND CLOSE AT THE POINT OF BEGINNING containing within said bounds 6.00+/- acres of land.

2007 S. Hwy. 77

Lots One (1) through Nine (9), Neessen Subdivision, as shown on map or plat of record in Envelope 99, Plat Cabinet II, Map Records of Kleberg County, Texas.

2201 N. Hwy. 77

2.54 Acres out of Farm Lot I, Section 5 of the Kleberg Town and Improvement Company's Subdivision as recorded in Envelope 87 of the Map Records of Kleberg County, Texas, and being that certain Tract of land described in a Warranty Deed with Vendor's Lien from Edward P. Meyer and wife, Joyce E. Meyer to Kenneth M. Haunschild, dated February 15, 1989, and recorded in Volume 19, Page 860 of the Official Records of Kleberg County, Texas, and being described by metas and bounds as follows:

BEGINNING at a 5/8" rebar found at the Northeast corner of a 0.73 Acre Tract excepted from the Property as described in the above Meyer to Haunschild description, said corner also being the West corner of the here-in described 2.54 Acres;

THENCE S 89Deg-57Min-31Sec E partially along the South line of a 60 feet wide Road Right-of-Way as platted in the San Fernando Estates Subdivision Unit I, recorded in Envelope 186 of the Map Records of Kleberg County, Texas, a distance of 432.80 feet to a 5/8" rebar with cap set near the West Bank of San Fernando Creek for the Northeast corner of the here-in described 2.54 Acres;

THENCE S 1Deg-05Min-32Sec E with the East line of the here-in described 2.54 Acres a distance of 307.07 feet to a 5/8" rebar with cap set in the Northwest Right-of-Way of U. S. Highway 77;

THENCE S 53Deg-21Min-33Sec W with said Northwest Right-of-Way a distance of 173.63 feet to a 5/8" rebar found at a point of intersection with the Northeast Right-of-Way of Sage Road, also being the Northeast line of the afore-mentioned 0.73 Acre Exception;

THENCE N 36Deg-04Min-09Sec W with the Northeast Right-of-Way of Sage Road and the Northeast line of said 0.73 Acre Exception a distance of 508.41 feet to the POINT OF BEGINNING and containing 2.54 Acres.

All Bearings are Grid Bearings based on the Texas Plane Coordinate System for the South Zone, 1983 North American Datum.

2.07 Acres

Being all that certain tract or parcel of land situated in Kleberg County, Texas, and being a part of Farm Lot 1, Section 5, of The Kleberg Town and Improvement Company's Subdivision, Kleberg County, Texas, described by map or plat recorded November 6, 1906 A.D. in Vol. 3, Page 26, Envelope 87, of the Map and Plat Records of Kleberg County, Texas, more particularly described by metes and bounds as follows:

Beginning at the Northwest corner of the forementioned Farm Lot 1;

Thence, with the North line of the forementioned Farm Lot 1, N. 89 deg. 06 min. E., a distance of 260.6 feet, for the Point of Beginning, said point being marked by an iron rod found in the ground, said point being the Westmost corner of the tract herein described;

Thence, continuing with the forementioned North line of Farm Lot 1, N. 89 deg. 06 min. E., a distance of 182.9 feet, to an iron rod found in the ground for a corner, said corner being the Northmost corner of the tract herein described;

Thence, S. 35 deg. 48 min. E., a distance of 550.2 feet, to an iron rod found in the ground for a corner, said corner being on the Northwest margin of the 300 foot R.O.W. of U.S. Highway 77 By-Pass, said R. O. W. being described by Deed from Filiberto Garcia to the State of Texas, filed January 17, 1964, A. D. and recorded in Volume 175, Page 195-198, of the Deed Records of Kleberg County, Texas, said corner being the Eastmost corner of the tract herein described;

Thence, with the forementioned Northwest R.O.W. margin of U.S. Highway 77y By-Pass, S. 54 deg. 12 min. W., a distance of 150.0 feet, to an iron rod found in the ground for a corner, said corner being the Southmost corner of the tract herein described;

Thence, N. 35 deg. 48 min. W., a distance of 654.9 feet, TO RETURN TO AND CLOSE AT THE POINT OF BEGINNING, containing within said bounds 2.07 acres of land, more or less.

2.76 Acres

2.76 acres out of Lot One (1), Block Five (5), THE KLEBERG TOWN AND IMPROVEMENT COMPANY, an addition in Kleberg County, Texas, as shown on map or plot of record in Envelope 18, Map Records of Kleberg County, Texas, said tract lying Northeast of U. S. Highway No. 77, and being more particularly described by metes and bounds as follows:

BEGINNING at a point in the West boundary of Lot 1, Block 5, The Kleberg Town and Improvement Company subdivision, from whence the Northwest corner of said Lot 1 bears N. 0 deg. 54 minutes W., a distance of 265.21 feet.

THENCE S. 35 degrees 48 minutes E., a distance of 586.48 feet to a point in the Northwest R.O.W. line of U. S. Highway No. 77 for a corner of this tract;

THENCE S. 54 degrees 12 minutes W., along the Northwest R.O.W. line of said U. S. Highway No. 77, a distance of 254.0 feet to a point for a corner;

THENCE S. 52 degrees 51 minutes W., along the said Northwest R.O.W. line, a distance of 157.8 feet to a point, the common line of Lots 1 and 2, said Block 5;

THENCE N. 0 degrees 54 minutes W., along said common line of Lots 1 and 2, a distance of 719.62 feet to the point of beginning.

FILE# 320789

FILED FOR RECORD

2020 JAN 22 PM 1:30

STEPHANIE G. GARZA
COUNTY CLERK KLEBERG COUNTY

BY Connie H. Martinez
DEPUTY

STATE OF TEXAS, COUNTY OF KLEBERG, I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED ON THE DATE AND TIME STAMPED HEREON BY ME AND WAS DULY RECORDED IN THE OFFICIAL RECORDS OF KLEBERG COUNTY, TEXAS.

JAN 23 2020

DELIVERY DATE



Stephanie G. Garza

STEPHANIE G. GARZA
COUNTY CLERK, KLEBERG COUNTY

ANY PROVISIONS HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE INVALID AND ENFORCEABLE UNDER FEDERAL LAW.

RETURN TO:

Davis, Hutchinson & Wilkerson LLP
802 N Carancahua St. Ste 1500
Corpus Christi, TX 78401

RECORDER'S MEMORANDUM:

ALL OR PART OF A SOCIAL SECURITY NUMBER, IF CONTAINED IN THIS DOCUMENT, MAY HAVE BEEN REDACTED. TEX. GOV'T CODE SEC. 552.147(B) THE COUNTY CLERK MAY REACT A LIVING PERSON'S SOCIAL SECURITY NUMBER FROM ANY OR ALL DOCUMENTS CONTAINED FOR DISCLOSURE IN KLEBERG COUNTY.

FINAL PLAT NEESSEN - LOT 1R

BEING A RE-PLAT OF LOTS 1, 2, 3, 4, 5, 6, 7 AND 8, NESSEN SUBDIVISION, A PLAT OR MAP OF RECORDED IN ENVELOPE 99, PLAT CABINET II, MAP RECORDS KLEBERG COUNTY, TEXAS.

- GENERAL NOTES:**
- 1) THE TOTAL PLATTED AREA CONTAINS 2.67 ACRES.
 - 2) BY GRAPHIC PLATTING ONLY ONTO FEDERAL HIGHWAY 170, THE PLAT AREA IS SUBJECT TO THE INSURANCE RATE MAP COMING INTO FORCE NUMBER 48272C 0305 E, DATED 03/17/2014. THIS PROPERTY IS ALL IN ZONE A. AREAS OF HIGHER FLOOD RISK ARE IDENTIFIED BY ANY FLOODING ONLY BE DETERMINED BY A FLOOD STUDY PREPARED BY A REGISTERED PROFESSIONAL ENGINEER.
 - 3) ALL BEARINGS AND DISTANCES REFER TO THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, UNLESS OTHERWISE NOTED.
 - 4) EXISTING WATER, GAS AND SEWER LINES.
 - 5) THE TURNED POINT ESTABLISHMENT NEEDS TO BE IN LINES ABOVE ADJACENT THE PUBLIC ROAD.
 - 6) THE PROPERTY DESCRIBED HEREIN IS NOT LOCATED INSIDE THE INSTALLATION COMPATIBLE USE ZONE.
 - 7) C2 - RETAIL DISTRICT

STATE OF TEXAS
COUNTY OF KLEBERG
THIS FINAL PLAT OF NEESSEN, A SUBDIVISION OF THE CITY OF KINGSVILLE, TEXAS, ON THIS THE _____ DAY OF _____, 2023.

MAYOR

CITY SECRETARY

STATE OF TEXAS
COUNTY OF KLEBERG
THIS FINAL PLAT OF NEESSEN, A SUBDIVISION APPROVED AND ZONING COMMISSION OF THE CITY OF KINGSVILLE, TEXAS, ON THIS THE _____ DAY OF _____, 2023. THE PLAT IS BEING FILED WITH THE COUNTY CLERK WITHIN SIX MONTHS HEREAFTER.

CHAIRMAN

STATE OF TEXAS
COUNTY OF KLEBERG
THIS FINAL PLAT OF NEESSEN, A SUBDIVISION WAS APPROVED BY THE DIRECTOR OF PLANNING OF THE CITY OF KINGSVILLE, TEXAS, THIS THE _____ DAY OF _____, 2023.

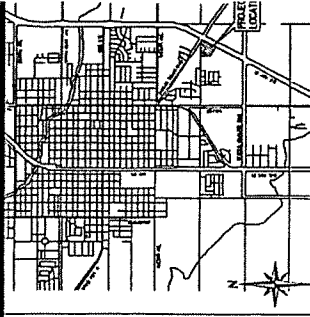
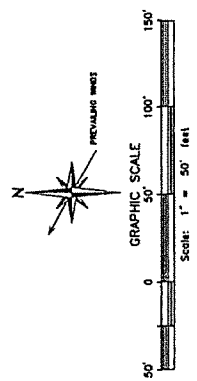
DIRECTOR OF PLANNING

STATE OF TEXAS
COUNTY OF KLEBERG
I, DIANA J. RAMIREZ, CLERK OF KLEBERG COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING PLAT OF NEESSEN, A SUBDIVISION OF THE CITY OF KINGSVILLE, TEXAS, WAS FILED IN MY OFFICE THE _____ DAY OF _____, 2023. AT THE MAP RECORDS OF SAID COUNTY, IN CABINET _____ ENVELOPE _____.

COUNTY CLERK
KLEBERG COUNTY, TEXAS

BY:

DEPUTY



VICINITY MAP
NOT TO SCALE

STATE OF TEXAS
COUNTY OF KLEBERG

WE, NEESSEN REAL ESTATE HOLDINGS, LTD., HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LANDS EMBRACED WITHIN THE BOUNDARIES OF THIS FOREGOING PLAT OF NEESSEN, A SUBDIVISION OUT OF FARM LOT 10, SECTION 17, TOWNSHIP 36N, RANGE 10E, KLEBERG TOWN AND IMPROVEMENT SUBDIVISION, A SUBDIVISION OF THE CITY OF KINGSVILLE, TEXAS; AND I HAVE HAD SAID LANDS SURVEYED AND PLATTED ACCORDING TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT ALL EASEMENTS SHOWN HEREON ARE DEDICATED FOR PUBLIC USE FOREVER, AND THAT THIS PLAT IS MADE FOR THE PURPOSE OF DEDICATION AND DESCRIPTION.

THIS _____ DAY OF _____, 2023.

PHILIP NEESSEN

STATE OF TEXAS
COUNTY OF KLEBERG

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED PHILIP NEESSEN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CAPACITY INTENTED AND EXPRESSED AND IN THE CAPACITY STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,

THIS _____ DAY OF _____, 2023.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: _____

**TEXAS GEO TECH
LAND SURVEYING, INC.**

5525 South Staples St., Suite B-2
Corpus Christi, TX 78411
P: (361)993-0808 F: (361)993-2955
Survey Date: JUNE 21, 2023
JOB # 230615

**First Assembly of God Church
1727 Sen C Truan Blvd
Kingsville, Tx 78363
#10140**

**First Assembly of God Church
1727 Sen C Truan Blvd
Kingsville, Tx 78363
#13215**

**Chemcel Federal Credit Union
5740 County Road 4
Bishop, Tx 78343-3308
#4005386**

**Kings Way Family Church
1727 Senator Carlos Truan Blvd
Kingsville, Tx 78363
#42284**

**Kingsville Joint Venture LLC
2151 S Hwy 77
Kingsville, Tx 78363
#42820**

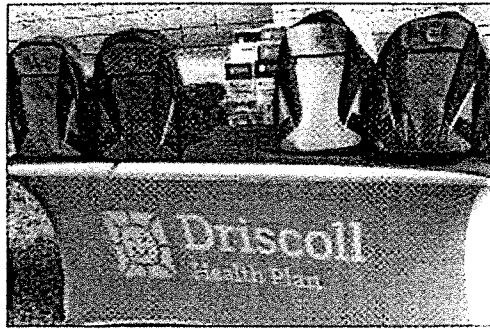
**Vanderhider Marvin Herbert
18314 Edwards Bluff
San Antonio, Tx 78259
#19656**

Coastal Bend organizations joining forces for Kleberg County students

From clothes, raincoats, school supplies, shoes, backpacks, and everything in between, Coastal Bend families will prepare for one of the most expensive months of the year. It is estimated that over 5,000 students will prepare for Back-to-School within Kleberg County.

"Back to school shopping and preparing can be stressful for families. We are thankful to be partnering with the Coastal Bend Veterans Foundation and Driscoll Health Plan on an event that will support families and promote education, health, and well-being in the community," said Co-Kleberg County Attorney Kara Phipps Smith.

The event is offered at no cost and will provide over 1,000 free backpacks, school supplies, community program information, giveaways, free physicals for junior high school students, and so much more. The Back-to-School Health & Wellness Fair will have something for community members of all



Backpacks, school supplies and more for Kleberg County students

ages. Guardians will have the opportunity to connect with programs that aim to sustain health and wellness for their families and themselves, while youth can engage in activities and prepare for their return to the classroom.

We invite Kleberg County and all the surrounding communities to join us on

Friday, July 22, from 12 noon - 1 p.m. at the J.E. Northwest Expo Center, located at 501 E. International Road in Kingsville. For additional information on becoming a vendor, joining the event, or how to get involved, contact Michaela Flores at 361-414-2201 or michaela@cbvffoundation.org.

Bicyclist struck on U.S. Hwy 77 passes away

On Tuesday, July 11, 2023, at 3:37 a.m., Kingsville Police Department officers were dispatched to U.S. Highway 77, south of General Carrasco Blvd., for two bicyclists that had been struck by a vehicle. Officers learned that two males were riding bicycles on the northbound access road.

See "Bicyclist" on Pg. 11

?? TRIVIA ?? HOW SMART ARE YOU?

- Think you know something about everything?
- What do you know about our area?

Play Kingsville Trivia brought to you by Harrel's Pharmacy!

Questions:

1. What does a Nephrologist study?
2. In what year, will Haley's comet be visible with the naked eye from Earth?
3. What element comes last alphabetically?
4. Who played Tatum on Fantasy Island?
5. What was the final year of the Tonight Show, starring Johnny Carson?
6. What was the first television show filmed before a live studio audience?
7. What is the world's largest cat?
8. How many legs does a lobster have?
9. What is the deadliest spider on Earth?
10. What color is Yak milk?

(Answers will be in the next issue)

HOW SMART ARE YOU:

10. Okay, listen, get together.
- 7-8 Pick up your PDA at TAMUK
- 5-6 You are on your way to your B.S. degree
- 3-4 Do not skip any more school
- 2 or less...don't leave home without a calculator

For all your pharmacy needs, contact Harrel's. Lots of great items and downtown Kingsville's best eats!

Harrel's
Kingsville Pharmacy
204 E. Kleberg • Kingsville, TX
(361) 592-3354

TRIVIA ANSWERS

July 13, 2023

1. Magnetar
2. 1,048,576
3. 109
4. 20
5. Xerox
6. Vitamin C
7. Pressure
8. Vacuum
9. Trees
10. 220

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, August 2, 2023 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard: Owners/Applicant, Cassandra Canela & Jacob Castillo; requesting to replat of The Estates at Wildwood Trail Phase 2, Lot 40, also known as 1404 Lewis Street and The Estates at Wildwood Trail Phase 2, Lot 39, also known as 1426 Lewis Street, Kingsville TX 78363.

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

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, August 14, 2023, at 5:00 p.m. wherein the City Commission will discuss the consideration of the following item and at which time all interested persons will be heard: Owners/Applicant, Cassandra Canela & Jacob Castillo; requesting to replat of The Estates at Wildwood Trail Phase 2, Lot 40, also known as 1404 Lewis Street and The Estates at Wildwood Trail Phase 2, Lot 39, also known as 1426 Lewis Street, Kingsville TX 78363.

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

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, August 2, 2023 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard: Applicant, Roberto Cardenas; Owner, Neessen Real Estate Holdings, Ltd.; requesting the replat of Neessen Subdivision, Block 1, Lots 1-8 (Chevrolet Dealership), about 9.5499 acres, also known as 2007 S. US HWY 77 Bypass, Kingsville, TX 78363.

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

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, August 14, 2023 at 5:00 p.m. wherein the City Commission will discuss the consideration of the following item and at which time all interested persons will be heard: Applicant, Roberto Cardenas; Owner, Neessen Real Estate Holdings, Ltd.; requesting the replat of Neessen Subdivision, Block 1, Lots 1-8 (Chevrolet Dealership), about 9.5499 acres, also known as 2007 S. US HWY 77 Bypass, Kingsville, TX 78363.

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

PUBLIC HEARING NOTICE

The Zoning Board of Adjustments of the City of Kingsville will hold a Public Hearing Thursday, August 10, 2023, at 6:00 p.m. wherein the Board will discuss and/or take action on the following items and at which time all interested persons will be heard: ITEM NO. 2023-3: Alonzo Olguin Jr. Owner/Applicant, requesting a Zoning Variance Request (Steel Garage) for Serenity Estates #2 (Replat), Lot 7-A, 2.2600 Acres also known as 702 W. Sage, Kingsville, TX 78363.

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

PUBLIC HEARING NOTICE

The Zoning Board of Adjustments of the City of Kingsville will hold a Public Hearing Thursday, August 10, 2023, at 6:00 p.m. wherein the Board will discuss and/or take action on the following items and at which time all interested persons will be heard: ITEM NO. 2023-4: Rebecca Trant, Owner; Ramon Perez, Applicant, requesting a Zoning Variance Request (Carport) for Forrest Park 1, Block 2, Lot 22 also known as 810 Inex, Kingsville, TX 78363.

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

PUBLIC HEARING NOTICE

The Zoning Board of Adjustments of the City of Kingsville will hold a Public Hearing Thursday, August 10, 2023, at 6:00 p.m. wherein the Board will discuss and/or take action on the following items and at which time all interested persons will be heard: ITEM NO. 2023-1: Roberto Zavala, applicant; Columbus Club Assn. of Kingsville, Owner; requesting a Zoning Variance Request (Sign) for KT & I CO, BLOCK 18, LOT PT 12, REAR 3 Acres, KNIGHTS OF COLUMBUS HALL, and KT & I CO, BLOCK 18, LOT PT 12, (KNIGHTS OF COLUMBUS HALL #3389), 2.0 Acres also known as 320 General Carrasco Blvd., Kingsville, TX 78363.

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

AGENDA ITEM #14

**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: August 14, 2023

SUBJECT: Consider Approving Ordinance Revisions and Installation of Traffic Control Signs within Traffic Control Area O.

Summary:

On July 18, 2023, Public Work Department received a request to install a traffic control sign at the intersections of Shirley Drive/ Virginia Avenue. Engineering Department visited the site and discovered the 3-way intersection Shirley Drive/ Virginia Avenue does not have a traffic control sign. Using guidelines established in the Texas Manual on Uniform Traffic Control Devices Section 2B.04 Right-of-Way at intersections.

Yield or Stop signs should be used at an intersection if one of more of the following conditions exists:

- A. An intersection of a less important road with a main road where application of the normal right-of-way rule would not be expected to provide reasonable compliance with the law;
- B. A street entering a designated through highway or street; and/or
- C. An unsignalized intersection in a signalized area.

All three items would apply in justifying the installation of traffic control signs at the intersections of Shirley Drive/ Virginia Avenue and Parker Drive/ Shirley Drive. A yield would be installed on Shirley Drive eastbound at the intersection with Virginia Avenue. Also, a yield sign would be installed on Parker Drive northbound at the intersection with Shirley Drive.



**City of Kingsville
Engineering Dept.**

Also, Section 7-8-3 Traffic Control Areas will be revised with the items listed below.

(A) The City of Kingsville shall be sectioned into the following traffic control areas:

(1) Area A is bounded on the north by the city limits; on the east by the east side of Armstrong Street; on the south by the south side of Santa Gertrudis Avenue; on the west by the city limits.

(2) Area B is bounded on the north by the city limits; on the east by the west side of Sixth Street; on the south by the south side of Santa Gertrudis Avenue; on the west by east side of Armstrong Street.

(3) Area C is bounded on the north by the city limits; on the east by the east side of Fourteenth Street; on the south by the south side of Santa Gertrudis Avenue; on the west by the west side of Sixth Street.

(4) Area D is bounded on the north by the city limits; on the east by the city limits; on the south by the south side of Santa Gertrudis Avenue; on the west by the east side of Fourteenth Street.

(5) Area E is bounded on the north by the south side of Santa Gertrudis Avenue; on the east by the east side of Armstrong Street; ~~Avenue~~; on the south by the south side of King Avenue; on the west by the southwest side of King Avenue.

(6) Area F is bounded on the north by the south side of Santa Gertrudis Avenue; on the east by the west side of Sixth Street; on the south by south side of King Avenue; on the west by the east side of Armstrong Street. ~~Avenue~~.

(7) Area G is bounded on the north by the south side of Santa Gertrudis Avenue; on the east by the east side of Fourteenth Street; on the south by the south side of King Avenue; on the west by the west side of Sixth Street.

(8) Area H is bounded on the north by the south side of Santa Gertrudis Avenue; on the east by the city limits; on the south by the south side of King Avenue; on the west by the east side of Fourteenth Street.



**City of Kingsville
Engineering Dept.**

(9) Area I is bounded on the north by the south and southwest side of King Avenue; on the east by the east side of Armstrong Street; ~~Avenue~~; on the south by the city limits; on the west by the city limits.

(10) Area J is bounded on the north by the south side of King Avenue; on the east by the west side of Sixth Street; on the south by the south side of Caesar Avenue; on the west by the east side of Armstrong Street. ~~Avenue~~.

(11) Area K is bounded on the north by the south side of King Avenue; on the east by the east side of Fourteenth Street; on the south by the south side of Caesar Avenue; on the west by the west side of Sixth Street.

(12) Area L is bounded on the north by the south side of King Avenue; on the east by the city limits; on the south by the south side of Caesar Avenue; on the west by the east side of Fourteenth Street.

(13) Area M is bounded on the north by the south side of Caesar Avenue; on the east by the west side of Sixth Street; on the south by the city limits; on the west by the city limits and east side of Armstrong Street. ~~Avenue~~.

(14) Area N is bounded on the north by the south side of Caesar Avenue; on the east by the east side of Fourteenth Street; on the south by the south side of General Cavazos Boulevard ~~Military Highway~~; on the west by the west side of Sixth Street. ~~Armstrong Avenue~~.

(15) Area O is bounded on the north by the south side of Caesar Avenue; on the east by the city limits; on the south by the south side of General Cavazos Boulevard ~~Military Highway~~; on the west by the east side of Fourteenth Street.

(16) Area P is bounded on the north by the south side of General Cavazos Boulevard ~~Military Highway~~; on the east by the city limits; on the south by the city limits; and on the west by the city limits.

(B) Furthermore, recognizing the importance and need for safe and effective traffic control, and implementing traffic safety by utilizing the Texas Manual on Uniform Traffic Control Devices (TxMUTCD), ~~the recommendation of the April 1976 Traffic Engineering Study for the City of Kingsville, prepared by Traffic Engineers, Inc.,~~ the Commission of the City of Kingsville does hereby enact the following ordinance for the safe and effective management of automobile traffic within the City of Kingsville



**City of Kingsville
Engineering Dept.**

Financial Impact:

No Financial impact yield signs are available at Public Works.

Recommendation:

Staff recommends approval of the following:

1. installing traffic control signs at the intersection of Shirley Drive/Virginia Avenue, and Parker Drive/Shirley Drive.
2. Revising City Ordinance Sec 7-8-3 Traffic Control Areas paragraph (A) (1), (2), (5), (6), (9), (10), (13), (14), (15), (16) and (B).

Attachments:

Ordinance 23- ____

Traffic Control Area Map

Proposed yield sign locations



Proposed Yield Signs near Shirley Dr

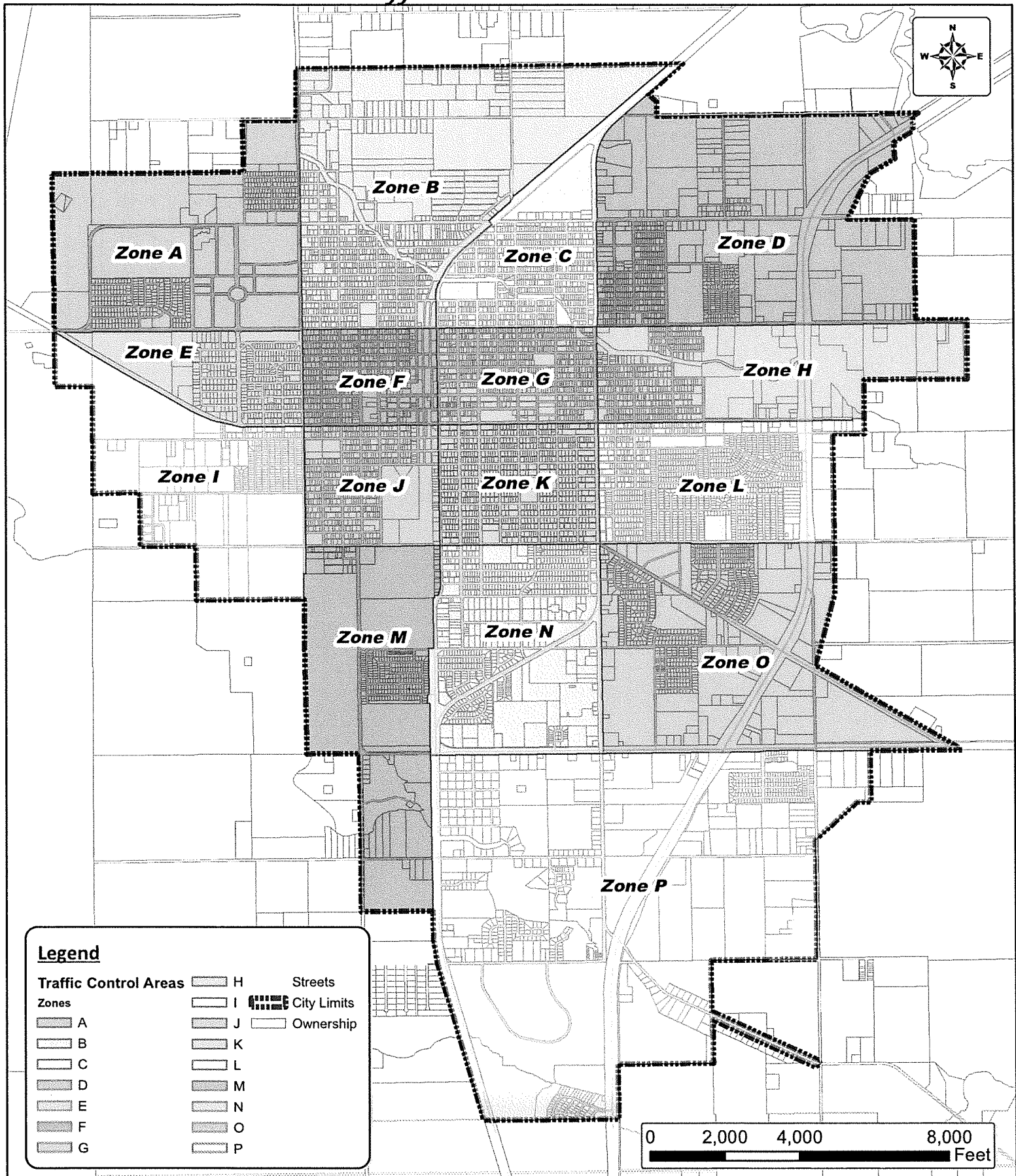


Drawn By: G. AMAYA
 Last Update: 7/25/2023
 Note: Coordinates are approximations.

DISCLAIMER:
 THIS MAP IS FOR VISUAL PURPOSES ONLY.
 THE INFORMATION ON THIS SHEET MAY
 CONTAIN INACCURACIES OR ERRORS.
 THE CITY OF KINGSVILLE IS NOT
 RESPONSIBLE IF THE INFORMATION
 CONTAINED HEREIN IS USED FOR ANY
 DESIGN, CONSTRUCTION, PLANNING, BUILDING,
 OR ANY OTHER PURPOSE.


CITY OF KINGSVILLE
ENGINEERING DEPARTMENT
 400 W King Ave; Kingsville, TX 78363
 Office: (361) 595-8007
 Fax: (361) 595-8064

Traffic Control Areas



PLANNING & ZONING COMMISSION AGENDA

Wednesday, August 2, 2023, 6:00 p.m.

Regular Meeting

Helen Kleberg Groves Community Room,
1st Floor – City Hall, 400 W. King Ave., Kingsville, Texas

PLANNING & ZONING COMMISSION SEATING ARRANGEMENT

COMMISSION MEMBERS

Mike Klepac

Brian Coufal

Idotha Battle

Steve Zamora,

Chairman

COMMISSION MEMBERS

Debbie Tiffiee

Larry Garcia

CITY STAFF

Herlinda Solis
Administrative Assistant II

Kwabena Agyekum
Interim Director of Planning
& Development Services

The following rules of conduct have been adopted by this Commission:

1. Give your name and complete address.
2. No one may speak more than twice on the same item.
3. No one may speak more than 5 minutes at a time without permission from the Chairman.
4. No one may speak a second time on a question until every person who wants to speak has done so.
5. All submissions of evidence, i.e., photos, drawings, will be retained by the Planning & Zoning Commission and will become a part of the permanent file.

A COPY OF CHAPTER 15 “LAND USAGE”, FROM THE CITY OF KINGSVILLE CODE OF ORDINANCES, IS AVAILABLE.

AGENDA

- CALL TO ORDER
- ROLL CALL
- APPROVAL OF MINUTES OF PREVIOUS MEETING(S) – July 13, 2023
- PUBLIC COMMENTS FOR ALL AGENDA & NON-AGENDA ITEMS
- POSTPONEMENTS/ADJUSTMENTS TO THE AGENDA
- OLD BUSINESS – *None.*

• **NEW BUSINESS –**

ITEM #1 - Public Hearing on the request from Applicant, Roberto Cardenas; Owner, Neessen Real Estate Holdings, Ltd.; requesting the replat of Neessen Subdivision, Block 1, Lots 1-8 (Chevrolet Dealership), about 9.5499 acres, also known as 2007 S. US HWY 77 Bypass, Kingsville, TX 78363.

ITEM #2 - Discuss and Consider Action on the request from Applicant, Roberto Cardenas; Owner, Neessen Real Estate Holdings, Ltd.; requesting the replat of Neessen Subdivision, Block 1, Lots 1-8 (Chevrolet Dealership), about 9.5499 acres, also known as 2007 S. US HWY 77 Bypass, Kingsville, TX 78363.

ITEM #3- : Public Hearing on the request from Owners/Applicant, Cassandra Canela & Jacob Castillo; requesting to replat of The Estates at Wildwood Trail Phase 2, Lot 40, also known as 1404 Lewis Street and The Estates at Wildwood Trail Phase 2, Lot 39, also known as 1426 Lewis Street, Kingsville TX 78363.

ITEM #4- : Discuss and Consider Action on the request from Owners/Applicant, Cassandra Canela & Jacob Castillo; requesting to replat of The Estates at Wildwood Trail Phase 2, Lot 40, also known as 1404 Lewis Street and The Estates at Wildwood Trail Phase 2, Lot 39, also known as 1426 Lewis Street, Kingsville TX 78363.

MISCELLANEOUS: Any topic may be discussed but no action may be taken at this time.

• **ADJOURNMENT**

Please call the **CITY SECRETARY** at 595-8002 to obtain definitive and final City Commission Hearing Date.

It is the intention of the City of Kingsville to comply in all aspects with the Americans with Disabilities Act (ADA). If you plan on attending a meeting to participate or to observe and need special assistance beyond what is routinely provided, the city will attempt to accommodate you in every reasonable manner. Please contact the Planning Secretary, 361-595-8055, at least two business days prior to the meeting to inform the City of your specific needs and to determine if accommodation is feasible.

I certify that this agenda was posted at least seventy-two (72) hours before the commencement of the Planning and Zoning Commission Meeting scheduled for Wednesday, August 2, 2023.



Kwabena Agyekum
Interim Director of Planning & Development Services

Posted
@ _____
On _____
By _____

ORDINANCE #2023-_____

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES CHAPTER VII, ARTICLE 8, SECTION 3-TRAFFIC CONTROL DEVICES; PROVIDING FOR THE AUTHORITY TO PLACE A YIELD SIGN ON SHIRLEY DRIVE AT VIRGINIA AVENUE FOR EASTBOUND TRAFFIC AND ON PARKER DRIVE AT SHIRLEY DRIVE FOR NORTHBOUND TRAFFIC, AND TO UPDATE OTHER LANGUAGE; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, the City of Kingsville received a request for a traffic control sign at the intersections of Shirley Drive and Virginia Avenue;

WHEREAS, after visiting the area staff determined traffic control signs are warranted at the intersection of Parker Drive and Shirley Drive to improve traffic safety in the area;

WHEREAS, staff is also proposing some other minor changes to update certain road references in the traffic control ordinance so they reflect current names;

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

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

I.

THAT Section 7-8-3 of Article 7: Traffic Control Devices of Chapter VII, Traffic Code, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

§7-8-3 TRAFFIC CONTROL AREAS.

(A) The City of Kingsville shall be sectioned into the following traffic control areas:

(1) Area A is bounded on the north by the city limits; on the east by the east side of Armstrong Street; on the south by the south side of Santa Gertrudis Avenue; on the west by the city limits.

(2) Area B is bounded on the north by the city limits; on the east by the west side of Sixth Street; on the south by the south side of Santa Gertrudis Avenue; on the west by east side of Armstrong Street.

(3) Area C is bounded on the north by the city limits; on the east by the east side of Fourteenth Street; on the south by the south side of Santa Gertrudis Avenue; on the west by the west side of Sixth Street.

(4) Area D is bounded on the north by the city limits; on the east by the city limits; on the south by the south side of Santa Gertrudis Avenue; on the west by the east side of Fourteenth Street.

(5) Area E is bounded on the north by the south side of Santa Gertrudis Avenue; on the east by the east side of Armstrong Street Avenue; on the south by the south side of King Avenue; on the west by the southwest side of King Avenue.

(6) Area F is bounded on the north by the south side of Santa Gertrudis Avenue; on the east by the west side of Sixth Street; on the south by south side of King Avenue; on the west by the east side of Armstrong Street Avenue.

(7) Area G is bounded on the north by the south side of Santa Gertrudis Avenue; on the east by the east side of Fourteenth Street; on the south by the south side of King Avenue; on the west by the west side of Sixth Street.

(8) Area H is bounded on the north by the south side of Santa Gertrudis Avenue; on the east by the city limits; on the south by the south side of King Avenue; on the west by the east side of Fourteenth Street.

(9) Area I is bounded on the north by the south and southwest side of King Avenue; on the east by the east side of Armstrong Street Avenue; on the south by the city limits; on the west by the city limits.

(10) Area J is bounded on the north by the south side of King Avenue; on the east by the west side of Sixth Street; on the south by the south side of Caesar Avenue; on the west by the east side of Armstrong Street Avenue.

(11) Area K is bounded on the north by the south side of King Avenue; on the east by the east side of Fourteenth Street; on the south by the south side of Caesar Avenue; on the west by the west side of Sixth Street.

(12) Area L is bounded on the north by the south side of King Avenue; on the east by the city limits; on the south by the south side of Caesar Avenue; on the west by the east side of Fourteenth Street.

(13) Area M is bounded on the north by the south side of Caesar Avenue; on the east by the west side of Sixth Street; on the south by the city limits; on the west by the city limits and east side of Armstrong Street Avenue.

(14) Area N is bounded on the north by the south side of Caesar Avenue; on the east by the east side of Fourteenth Street; on the south by the south side of General Cavazos Boulevard Military Highway; on the west by the west side of Sixth Street Armstrong Avenue.

(15) Area O is bounded on the north by the south side of Caesar Avenue; on the east by the city limits; on the south by the south side of General Cavazos Boulevard Military Highway; on the west by the east side of Fourteenth Street.

(16) Area P is bounded on the north by the south side of General Cavazos Boulevard Military Highway; on the east by the city limits; on the south by the city limits; and on the west by the city limits.

(B) Furthermore, recognizing the importance and need for safe and effective traffic control, and implementing traffic safety by utilizing the Texas Manual on Uniform Traffic Control Devices (TxMUTCD), ~~the recommendation of the April 1976 Traffic Engineering Study for the City of Kingsville, prepared by Traffic Engineers, Inc.,~~ the Commission of the City of Kingsville does hereby enact the following ordinance for the safe and effective management of automobile traffic within the City of Kingsville.

...

AREA O		
Intersection	Direction	Device
...		
33. Virginia Circle at Virginia Street	Eastbound	Install stop sign
34. Virginia Street at Grand Drive	Northbound	Install stop signs
<u>35. Shirley Drive at Virginia Avenue</u>	<u>Eastbound</u>	<u>Install yield sign</u>
<u>36. Parker Drive at Shirley Drive</u>	<u>Northbound</u>	<u>Install yield sign</u>

....

II.

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

III.

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

IV.

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

INTRODUCED on this the 14th day of August, 2023.

PASSED AND APPROVED on this the 28th day of August, 2023.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #15

**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: August 14, 2023

SUBJECT: Consider Approving an Ordinance Vacating, Abandoning, and Closing a 60-Foot Right-of-Way in 100 Block of E. Johnston Avenue between the Union Pacific Railroad and S. Sixth, but Retaining a Utility Easement.

Summary:

The City Manager requested the City of Kingsville vacate, abandon, and close an unopen 60-foot right-of-way (ROW) for the 100 Block of E. Johnston Avenue. The ROW is located west of the intersection of E. Johnston Avenue and S. 6th Street and east of the Union Pacific Railroad. The area is currently paved with asphalt and utilized by the adjoining owners as parking and access to their businesses. All utility companies were contacted, and American Electric Power (AEP) has an overhead electrical crossing in the ROW. We shall vacate, abandon, and close the ROW and retain a utility easement. The existing ROW is 60-foot wide by 150-foot long and approximately 0.2066 acres. Once vacated, abandoned, and closed as a ROW, the land will be split equally between the adjoining property owners. The adjoining property owner are Jack's Auto and S&C Parts who will receive additional property of 30 feet wide by 150 feet long and approximately 0.10 acres.

Background:

The City ROW for the 100 Block of E. Johnston Avenue was acquired approximately in 1910 in the First Addition and Fourth Addition Final Plat and has been an unopen ROW for several years. The ROW will most likely never be utilized by the City because it would require a railroad crossing and additional ROW to the west of the existing railroad to be developed as a roadway. The building (Jack's Auto) at 701 S. 6th Street was built in 1970. The building (S&C Parts) at 629 S. 6th Street was built in 1975. The asphalt covering the ROW was installed in 2000.

Financial Impact:



**City of Kingsville
Engineering Dept.**

There is no financial impact in ROW abandonment.

Recommendation:

Staff recommends approving the vacating, abandoning, and closing of a 60-foot ROW 100 Block E. Johnston Avenue, while retaining a utility easement, and splitting equally the property (an additional 0.10 acres) to each adjoining north and south property owner.

Attachments:

ROW abandonment exhibit
Utility Easement
Ordinance 2023 - _____.





S. 3RD ST.

PROCO TRAIL

UNION PACIFIC

60'

150'

S. 6TH ST.

S. 7TH ST.

E. HUISACHE AVE.

E. FORDYCE AVE.

E. JOHNSTON AVE.

E. DODDRIDGE AVE.

E. WARREN AVE.

60' R.O.W. TO
BE ABANDONED
(0.2066 AC)

Drawn by: A. REYES

Date: 08/08/2023

Checked by: R. MORA

Job:

Scale: AS NOTED

CITY OF KINGSVILLE
ENGINEERING DEPARTMENT

400 East King
Kingsville, Texas 78363
Office 361.595.8007
Fax 361.595.8035

CITY OF KINGSVILLE

EXHIBIT - 60' R.O.W. ABANDONMENT

SHEET

A

1

EXHIBIT - 60' R.O.W. ABANDONMENT
SCALE: N.T.S.

ORDINANCE NO. #2023- _____

AN ORDINANCE VACATING, ABANDONING, AND CLOSING A 60-FOOT WIDE RIGHT-OF-WAY ON E. JOHNSTON AVENUE BETWEEN UNION PACIFIC RAILROAD AND SOUTH SIXTH STREET IN THE FIRST AND FOURTH ADDITION, WHILE RETAINING A UTILITY EASEMENT; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, a street Right-of-Way (ROW) that is undeveloped as a thoroughfare exists on E. Johnston Avenue that East and West from S. Sixth Street to the Union Pacific Railroad;

WHEREAS, the City Manager has advised staff the desire to have the E. Johnston Avenue ROW there vacated, abandoned, and closed as it is not planned to be developed as a thoroughfare given the railroad abuts the west side of the property;

WHEREAS, pursuant to Section 311.007 of the Texas Transportation Code, a home-rule municipality, such as the City of Kingsville, may vacate, abandon, or close a street or alley;

WHEREAS, American Electric Power (AEP) has verified there are existing utilities running through the ROW for which they would need continued access;

WHEREAS, staff recommends the ROW be vacated, but a utility easement be retained, with the vacated ROW being equally split among the adjoining property owners;

WHEREAS, the City finds that the ROW is not necessary as a public thoroughfare and has no other public use;

WHEREAS, the City finds that vacating, abandoning, and closing this ROW would have no adverse effect on adjacent properties;

WHEREAS, the City desires to donate (split equally) the vacated, abandoned, and closed ROW to the adjacent property owners- S&C Parts (629 South 6th Street) and Jack's Auto (701 South 6th Street); which are currently utilizing the ROW as parking and access to their businesses.

WHEREAS, pursuant to Section 272.001 of the Texas Local Government Code, the City may sale or exchange land streets or alleys, owned in fee or used by easement to abutting property owners in proportion to their abutting ownership in an equitable manner;

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

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

I.

THAT it is in the best interest of the City of Kingsville, Texas, that E. Johnston Avenue described below be closed, vacated, and abandoned as a thoroughfare, but the City shall retain a utility easement; and, the foregoing recitals are incorporated into this ordinance by reference as findings of fact as if set forth herein at length.

II.

THAT the City of Kingsville abandons and relinquishes any and all interest in the following described property as a street, while retaining a utility easement.

Said property to be abandoned containing 0.2066 acres of land and being a part of a street platted as part of the First and Fourth Addition as recorded in the Kleberg County Map Records.

BEGINNING at the Southwest Corner of Lot 10, First Addition, Kleberg County, Texas;

THENCE East for a distance of 150 feet to the Southeast Corner of Lot 12, First Addition, Kleberg County, Texas;

THENCE South for a distance of 60 feet to a point being the Northeast Corner of Lot 4, Fourth Addition, Kleberg County, Texas;

THENCE West for a distance of 150 feet to the Northwest Corner of Lot 1, Fourth Addition, Kleberg County, Texas;

THENCE North for a distance of 60 feet to a point being the Southwest Corner of Lot 1, First Addition, Kleberg County, Texas, said point also being the POINT OF BEGINNING.

III.

THAT the City Manager is authorized to execute the conveyance of said property described hereinabove pursuant to Texas Law; and, the City Secretary is hereby authorized and instructed to file a signed and sealed copy of this ordinance in and among the records of the City, and in the land records of Kleberg County.

IV

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

V.

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.

VI.

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

INTRODUCED on this the 14th day of August, 2023.

PASSED AND APPROVED on this the 28th day of August, 2023.

Effective Date: _____

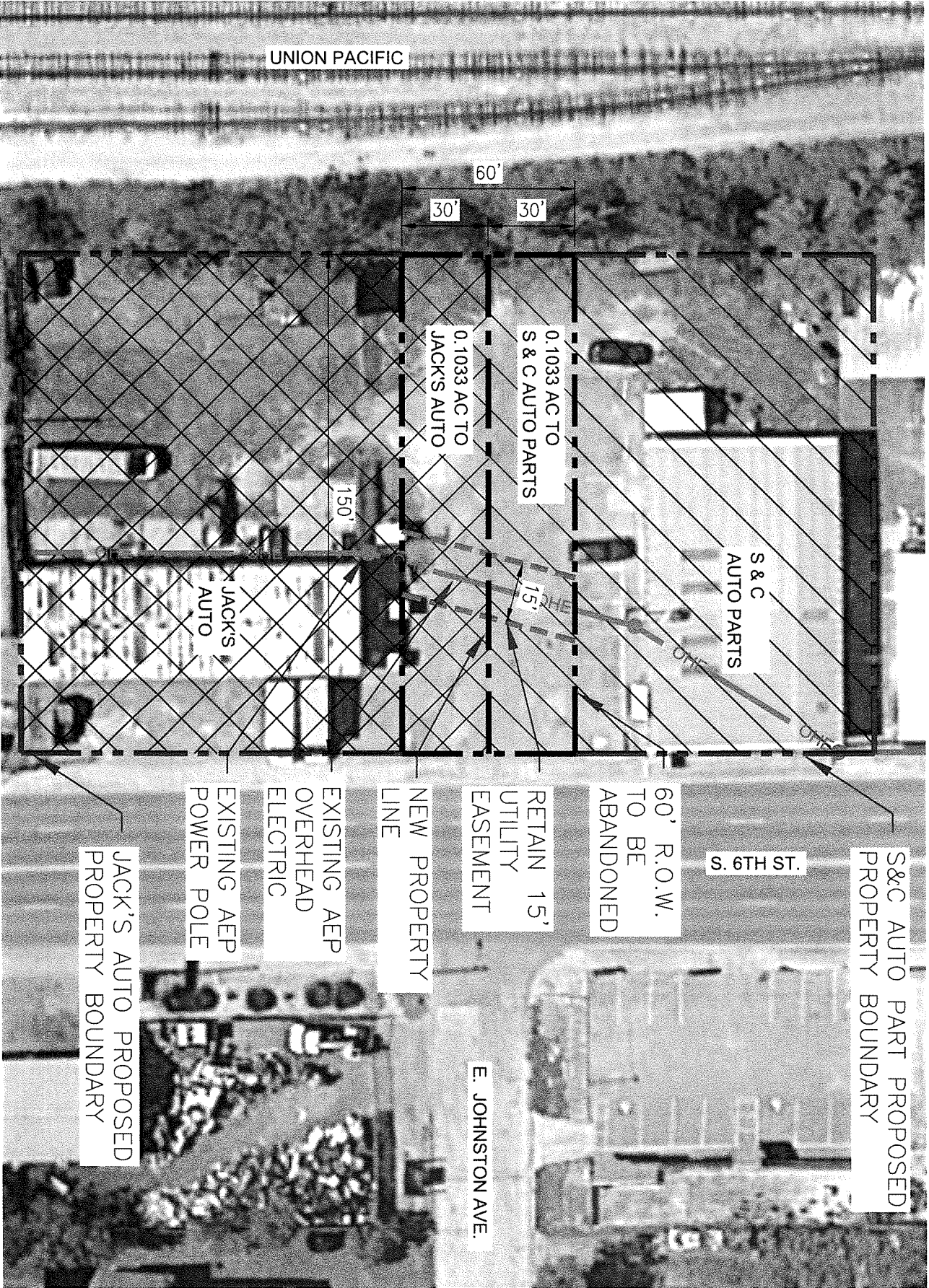
Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney



A EXHIBIT - 60' R.O.W. ABANDONMENT/RETAIN 15 FOOT EASEMENT

1 SCALE: N.T.S.

SHEET

CITY OF KINGSVILLE
**EXHIBIT - 60' R.O.W. ABANDONMENT/
RETAIN 15 FOOT EASEMENT**

Drawn by: A. REYES

Date: 08/08/2023

Checked by: R. MORA

Job:

Scale: AS NOTED

CITY OF KINGSVILLE
ENGINEERING DEPARTMENT

400 East King
Kingsville, Texas 78363
Office 361.595.8007
Fax 361.595.8035

AGENDA ITEM #16

City of Kingsville
Purchasing Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Charlie Sosa Purchasing Manager

DATE: August 1, 2023

SUBJECT: Fund 6001 Utility Plant Division Budget Amendment Request

Summary:

This item authorizes the funding for the Utility Plant Division for the new water meter replacement project.

Background:

City of Kingsville went out for Certificate of Obligation CO Series 2023-UF, recently approved and funded in the amount of \$6,030,000.00. Staff requesting the funds be allocated to expenditure fund GL account #141-5-6001-71200 for the funding of the new water meter replacement project.

Financial Impact:

This will appropriate funding for the CO Series 2023-UF in the amount of \$6,030,000.00 to GL #141-5-6001-71200.

Recommendation:

Staff requests the funds be allocated from CO Series 2023-UF to the GL #141-5-6001-71200 for the funding of the new water meter replacement project.



ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO APPROPRIATE FUNDING FOR THE CO SERIES 2023 FOR THE WATER METER REPLACEMENT PROJECT.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2022-2023 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#68

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 141 – CO Series 2023-UF					
<u>Revenues</u>					
0000	Non-Dept	Bond Proceeds	99500	\$6,100,000	
0000	Non-Dept	Interest Income	91503	\$16,000	
<u>Expenditures</u>					
0000	Non-Dept	Prof Svc-Bond Issuance	31406	\$70,000	
6001	Water	Utility Plant	71200	\$6,030,000	

[To amend the City of Kingsville FY 22-23 budget to appropriate funding for the CO Series 2023 for the Water Meter Replacement project. Funding will come from the bond sale proceeds.]

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 14th day of August 2023.

PASSED AND APPROVED on this the 28th day of August 2023.

EFFECTIVE DATE:_____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

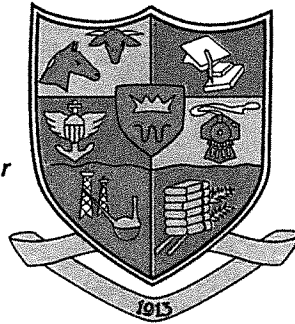
Courtney Alvarez, City Attorney

AGENDA ITEM #17

AGENDA ITEM #18

AGENDA ITEM #19

MARIA V. VALADEZ, TAC
Kleberg County Tax Assessor-Collector



P.O. BOX 1457

Phone 361-595-8541

Phone 361-595-8542

Fax 361-595-8546

COUNTY of KLEBERG
KINGSVILLE, TEXAS

August 4, 2023

DEBT CERTIFICATION REQUIRED BY TRUTH-IN-TAXATION PROCEDURES

Truth-in-Taxation procedures require the collector for the City of Kingsville to certify excess debt tax collections each year. As your tax collector, I hereby certify the excess debt collections from the 2022 property taxes are \$0, as the estimated debt collection rate of 101.19% was used in the 2022 voter-approval rate calculations.

The same laws also require a certified anticipated debt collection rate for the upcoming tax year. You have submitted a required debt payment (to be paid from the 2023 tax levy) of \$1,844,777.00.

I hereby certify 100.05% as the 2023-estimated debt collection rate to be used in the 2023 voter-approval rate calculations so long as it is not lower than each of the three prior years collection rates. Should it be lower than all three prior years; the lowest rate of the three prior years will have to be used in the calculations per Texas Property Tax Code.

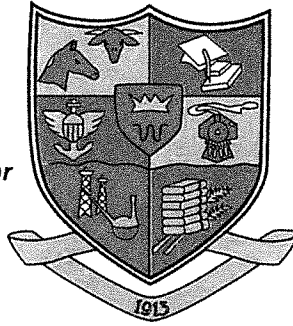
Sincerely,

Maria V. Valadez, PCC

Maria Victoria Valadez, PCC
Tax Assessor-Collector

AGENDA ITEM #20

MARIA V. VALADEZ, TAC
Kleberg County Tax Assessor-Collector



P.O. BOX 1457

Phone 361-595-8541

Phone 361-595-8542

Fax 361-595-8546

COUNTY of KLEBERG
KINGSVILLE, TEXAS

August 4, 2023

City of Kingsville
Attn Mark McLaughlin, City Manager
P O Box 1458
Kingsville, TX 78364-1458

RE: 2023 CERTIFIED VALUES

Dear Mr. McLaughlin:

Pursuant to the Texas Property Tax Code Sec. 26.04(b) & (e), I, Maria Victoria Valadez, do hereby submit the total appraised, assessed and taxable values of all property and the total taxable value of new property in the City of Kingsville as certified by the Kleberg County Appraisal District. The 2023 certified appraisal roll on a CD may be viewed in the Tax Office.

The 2023 Governing Body Summary #1A with the No-New-Revenue Tax Rate and the Voter-Approval Tax Rate, the tentative notice that will be published in the Kingsville Record, and the planning calendar is also provided for your review.

I hereby request the foregoing submission be accepted and incorporated in the minutes of the next regularly scheduled City of Kingsville Commissioner's meeting.

If you have any questions, please feel free to come by my office.

Respectfully,

Maria Victoria Valadez,
Kleberg County Tax Assessor-Collector

Cc. Deborah R. Balli, CPA
Finance Director

**2023 CERTIFIED ESTIMATED VALUE INFORMATION
(40,000 EX)**

AS OF 7-31-23

**TAXING UNIT
CITY OF KINGSVILLE**

GROSS VALUES	2023 CERTIFIED ESTIMATED VALUES NOT UNDER ARB REVIEW		2022 FINAL CERTIFIED ESTIMATED VALUES NOT UNDER ARB REVIEW		DIFFERENCE
REAL:		1,332,630,853		1,119,514,936	213,115,917
PERSONAL:		99,688,230		99,026,950	661,280
MINERAL:		40,439,635		34,770,782	5,668,853
TOTAL GROSS VALUE:		1,472,758,718		1,253,312,668	219,446,050
TOTAL EXEMPTIONS:		243,158,178		211,099,591	32,058,587
HOMESTEAD CAP ADJ:		37,653,487		16,584,359	21,069,128
LOSS TO AGRICULTURAL: VALUATION		16,139,159		11,717,937	4,421,222
NET TAXABLE VALUE:		1,175,807,894	(-)	1,013,910,781	(=) (INC) 161,897,113
ADJUSTMENT FOR REAL, MH, & PERSONAL 2022 STILL UNDER ARB REVIEW INCLUDED IN TOTALS ABOVE WARDLAW ADJUSTMENT	(-) (5.5%)	62,445,254	(-)	48,958,958	(=) (-) 13,486,296
ADJUSTED TAXABLE VALUE NOT UNDER REVIEW	(=)	1,113,362,640	(-)	964,951,823	(=) (INC) 148,410,817
		CERTIFIED ESTIMATED VALUES UNDER ARB REVIEW 2023		CERTIFIED ESTIMATED VALUES UNDER ARB REVIEW 2022	
STILL UNDER ARB REVIEW (CAD REAL, MH, PERSONAL)	(+)	62,445,254	(-)	48,958,958	(=) -
STILL UNDER ARB REVIEW MINERAL ROLL	(+)				
STILL UNDER ARB REVIEW TOTAL	(=)	62,445,254	(-)	48,958,958	(=)(+) 13,486,296
					(=) (INC) 161,897,113

**SB2 PROVISIONAL 2023 CERTIFIED ESTIMATED VALUE INFORMATION
(100,000 EX)**

AS OF 7-31-23

**TAXING UNIT
CITY OF KINGSVILLE**

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STILL UNDER ARB REVIEW (CAD REAL, MH, PERSONAL)	(+) 62,445,254	(-)	48,958,958	(=)	-
STILL UNDER ARB REVIEW MINERAL ROLL	(+) -				
STILL UNDER ARB REVIEW TOTAL	(=) 62,445,254	(-)	48,958,958	(=)(+)	13,486,296
GRAND TOTAL					(=) (INC) 161,897,113

AGENDA ITEM #21

**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Deborah Balli, Finance Director

DATE: August 9, 2023

SUBJECT: Proposed Tax Rate

Summary:

Every year the tax calculation is prepared by the Kleberg County Tax Office using the State's provided tax calculation worksheet and is based on the current year's certified taxable values.

The tax calculation ended up with the following rates:

- No-New Revenue Tax Rate (NNR) - \$.70738 (This rate will provide the same amount as last year's adopted rate)
- Voter Approved Tax Rate (VAT) - \$.76311
- Proposed Tax Rate - \$.76000 (Right under the VAT which does not cause an election)

Financial Impact:

The proposed tax rate will result in the following proposed Property Tax Revenue budgets for FY 23-24:

- Fund 001 – General Fund - \$6,805,640
- Fund 120 – Property Tax Reserve Fund - \$0 (revenues created over the base tax rate of \$.76000)
- Fund 001 – Debt Service - \$1,951,777 (amount needed to pay debt service for FY 23-24)

Recommendation:

Staff recommends the proposed tax rate of \$.76000, and that a public hearing be set for September 5, 2023 at 5:00 p.m. at City Hall in the Helen Kleberg Groves Community Room, at 400 W. King Ave., Kingsville, Texas.



MOTION ON PROPOSED TAX RATE

For whoever will be making tonight's motion on the proposed tax rate, the specific wording that should be used for the motion. It is as follows:

“I move that the *proposed* property tax rate be \$0.76000 and that one public hearing be set for Tuesday, September 5, 2023 at 5:00 p.m. in the Helen Kleberg Groves Community Room, City Hall, 400 W. King Ave., Kingsville, Texas with additional funds to be used for city infrastructure upgrades, equipment, employee wages & benefits, and technology.

NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of \$0.76000 per \$100 valuation has been proposed by the governing body of CITY OF KINGSVILLE.

PROPOSED TAX RATE	\$0.76000 per \$100
NO-NEW-REVENUE TAX RATE	\$0.70738 per \$100
VOTER-APPROVAL TAX RATE	\$0.76311 per \$100

The no-new-revenue tax rate is the tax rate for the 2023 tax year that will raise the same amount of property tax revenue for CITY OF KINGSVILLE from the same properties in both the 2022 tax year and the 2023 tax year.

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

The proposed tax rate is greater than the no-new-revenue tax rate. This means that CITY OF KINGSVILLE is proposing to increase property taxes for the 2023 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 5, 2023 AT 5:00 p.m AT City Hall, Helen Kleberg Groves Community Room, 400 W. Kleberg, Kingsville, TX 78363.

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

$$\text{Property tax amount} = (\text{tax rate}) \times (\text{taxable value of your property}) / 100$$

FOR the proposal:

AGAINST the proposal:

PRESENT and not voting:

ABSENT:

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

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

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

2022

2023

Change

Total tax rate (per \$100 of value)	\$0.82500	\$0.76000	decrease of -0.06500, or -7.88%
Average homestead taxable value	\$4,322	\$9,808	increase of 5,486, or 126.93%
Tax on average homestead	\$35.66	\$74.54	increase of 38.88, or 109.03%
Total tax levy on all properties	\$8,256,038	\$8,936,140	increase of 680,102, or 8.24%

For assistance with tax calculations, please contact the tax assessor for CITY OF KINGSVILLE at 361-595-8002 or mvalenzuela@cityofkingsville.com, or visit cityofkingsville.com for more information.

2023 Governing Body Summary #1A*

Benchmark 2023 Tax Rates

CITY OF KINGSVILLE

Date: 08/09/2023 09:01 AM

DESCRIPTION OF TAX RATE	TAX RATE PER \$100	THIS YEAR'S TAX LEVY**	ADDITIONAL TAX LEVY
No-New-Revenue Tax Rate	\$0.70738	\$8,317,430	
One Percent \$100 Tax Increase***	\$0.71445	\$8,400,559	\$83,129
One Cent per \$100 Tax Increase***	\$0.717380	\$8,435,011	\$117,581
De Minimis Rate	\$0.78821	\$9,267,835	\$950,405
VAR NOT adjusted for Unused Increment Rate	\$0.76311	\$8,972,708	\$655,278
VAR adjusted for Unused Increment Rate	\$0.76311	\$8,972,708	\$655,278
Last Year's Tax Rate	\$0.82500	\$9,700,415	\$1,382,985
Proposed Tax Rate	\$0.76000	\$8,936,140	\$618,710

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

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

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

**2023 CERTIFIED ESTIMATED VALUE INFORMATION
(40,000 EX)**

AS OF 7-31-23

**TAXING UNIT
CITY OF KINGSVILLE**

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STILL UNDER ARB REVIEW (CAD REAL, MH, PERSONAL)	(+) (+)	62,445,254	(-)	48,958,958	(=)	-
STILL UNDER ARB REVIEW MINERAL ROLL	(+) (+)	-				
STILL UNDER ARB REVIEW TOTAL	(=) (+)	62,445,254	(-)	48,958,958	(=) (+)	13,486,296
					(=) (INC)	161,897,113

**SB2 PROVISIONAL 2023 CERTIFIED ESTIMATED VALUE INFORMATION
(100,000 EX)**

AS OF 7-31-23

**TAXING UNIT
CITY OF KINGSVILLE**

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STILL UNDER ARB REVIEW (CAD REAL, MH, PERSONAL)	(+)	62,445,254	(-)		48,958,958	(=)	-
STILL UNDER ARB REVIEW MINERAL ROLL	(+)						
STILL UNDER ARB REVIEW TOTAL	(=)	62,445,254	(-)		48,958,958	(=)(+)	13,486,296
2023 TOTAL CERTIFIED ESTIMATED TOTALS						(=) (INC)	161,897,113

2023 Tax Rate Calculation Worksheet

Taxing Units Other Than School Districts or Water Districts

Form 50-856

CITY OF KINGSVILLE

361-595-8009

Taxing Unit Name

Phone (area code and number)

400 W King Avenue, Kingsville, TX 78363

www.cityofkingsville.com

Taxing Unit's Address, City, State, ZIP Code

Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	2022 total taxable value. Enter the amount of 2022 taxable value on the 2022 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). ¹	\$ 999,657,385
2.	2022 tax ceilings. Counties, cities and junior college districts. Enter 2022 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2022 or a prior year for homeowners age 65 or older or disabled, use this step. ²	\$ 0
3.	Preliminary 2022 adjusted taxable value. Subtract Line 2 from Line 1.	\$ 999,657,385
4.	2022 total adopted tax rate.	\$ 0.82500 /\$100
5.	2022 taxable value lost because court appeals of ARB decisions reduced 2022 appraised value. A. Original 2022 ARB values: \$ 0 B. 2022 values resulting from final court decisions: - \$ 0 C. 2022 value loss. Subtract B from A. ³	\$ 0
6.	2022 taxable value subject to an appeal under Chapter 42, as of July 25. A. 2022 ARB certified value: \$ 0 B. 2022 disputed value: - \$ 0 C. 2022 undisputed value. Subtract B from A. ⁴	\$ 0
7.	2022 Chapter 42 related adjusted values. Add Line 5C and Line 6C.	\$ 0

¹ Tex. Tax Code §26.012(14)

² Tex. Tax Code §26.012(14)

³ Tex. Tax Code §26.012(13)

⁴ Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
8.	2022 taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$ 999,657,385
9.	2022 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2022. Enter the 2022 value of property in deannexed territory. ⁵	\$ 0
10.	2022 taxable value lost because property first qualified for an exemption in 2023. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2023 does not create a new exemption or reduce taxable value. A. Absolute exemptions. Use 2022 market value: \$ 121,250 B. Partial exemptions. 2023 exemption amount or 2023 percentage exemption times 2022 value: + \$ 1,770,037 C. Value loss. Add A and B. ⁶	\$ 1,891,287
11.	2022 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2023. Use only properties that qualified in 2023 for the first time; do not use properties that qualified in 2022. A. 2022 market value: \$ 0 B. 2023 productivity or special appraised value: - \$ 0 C. Value loss. Subtract B from A. ⁷	\$ 0
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$ 1,891,287
13.	2022 captured value of property in a TIF. Enter the total value of 2022 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which 2022 taxes were deposited into the tax increment fund. ⁸ If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ 0
14.	2022 total value. Subtract Line 12 and Line 13 from Line 8.	\$ 997,766,098
15.	Adjusted 2022 total levy. Multiply Line 4 by Line 14 and divide by \$100.	\$ 8,231,570
16.	Taxes refunded for years preceding tax year 2022. Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2022. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2022. This line applies only to tax years preceding tax year 2022. ⁹	\$ 8,865
17.	Adjusted 2022 levy with refunds and TIF adjustment. Add Lines 15 and 16. ¹⁰	\$ 8,240,435
18.	Total 2023 taxable value on the 2023 certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. ¹¹ A. Certified values: \$ 1,113,362,640 B. Counties: Include railroad rolling stock values certified by the Comptroller's office: + \$ C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - \$ 0 D. Tax increment financing: Deduct the 2023 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2023 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below. ¹² - \$ 0 E. Total 2023 value. Add A and B, then subtract C and D.	\$ 1,113,362,640

⁵ Tex. Tax Code §26.012(15)⁶ Tex. Tax Code §26.012(15)⁷ Tex. Tax Code §26.012(15)⁸ Tex. Tax Code §26.03(c)⁹ Tex. Tax Code §26.012(13)¹⁰ Tex. Tax Code §26.012(13)¹¹ Tex. Tax Code §26.012, 26.04(c-2)¹² Tex. Tax Code §26.03(c)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	Total value of properties under protest or not included on certified appraisal roll. ¹³	
	A. 2023 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. ¹⁴ \$ <u>62,445,254</u>	
	B. 2023 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. ¹⁵ + \$ <u>0</u>	
	C. Total value under protest or not certified. Add A and B.	\$ <u>62,445,254</u>
20.	2023 tax ceilings. Counties, cities and junior colleges enter 2023 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2022 or a prior year for homeowners age 65 or older or disabled, use this step. ¹⁶	\$ <u>0</u>
21.	2023 total taxable value. Add Lines 18E and 19C. Subtract Line 20. ¹⁷	\$ <u>1,175,807,894</u>
22.	Total 2023 taxable value of properties in territory annexed after Jan. 1, 2022. Include both real and personal property. Enter the 2023 value of property in territory annexed. ¹⁸	\$ <u>0</u>
23.	Total 2023 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2022. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2022 and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2023. ¹⁹	\$ <u>10,889,650</u>
24.	Total adjustments to the 2023 taxable value. Add Lines 22 and 23.	\$ <u>10,889,650</u>
25.	Adjusted 2023 taxable value. Subtract Line 24 from Line 21.	\$ <u>1,164,918,244</u>
26.	2023 NNR tax rate. Divide Line 17 by Line 25 and multiply by \$100. ²⁰	\$ <u>0.70738</u> /\$100
27.	COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the 2023 county NNR tax rate. ²¹	\$ _____ /\$100

SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

- Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	2022 M&O tax rate. Enter the 2022 M&O tax rate.	\$ <u>0.67492</u> /\$100
29.	2022 taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>999,657,385</u>

¹³ Tex. Tax Code §26.01(c) and (d)

¹⁴ Tex. Tax Code §26.01(c)

¹⁵ Tex. Tax Code §26.01(d)

¹⁶ Tex. Tax Code §26.012(6)(B)

¹⁷ Tex. Tax Code §26.012(6)

¹⁸ Tex. Tax Code §26.012(17)

¹⁹ Tex. Tax Code §26.012(17)

²⁰ Tex. Tax Code §26.04(c)

²¹ Tex. Tax Code §26.04(d)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
30.	Total 2022 M&O levy. Multiply Line 28 by Line 29 and divide by \$100	\$ 6,746,887
31.	Adjusted 2022 levy for calculating NNR M&O rate.	
	<p>A. M&O taxes refunded for years preceding tax year 2022. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2022. This line applies only to tax years preceding tax year 2022. + \$ 7,140</p> <p>B. 2022 taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2023 captured appraised value in Line 18D, enter 0. - \$ 0</p> <p>C. 2022 transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- \$ 0</p> <p>D. 2022 M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. \$ 7,140</p> <p>E. Add Line 30 to 31D.</p>	\$ 6,754,027
32.	Adjusted 2023 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,164,918,244
33.	2023 NNR M&O rate (unadjusted). Divide Line 31E by Line 32 and multiply by \$100.	\$ 0.57978 /\$100
34.	Rate adjustment for state criminal justice mandate. ²³ If not applicable or less than zero, enter 0.	
	<p>A. 2023 state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. \$ 0</p> <p>B. 2022 state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. - \$ 0</p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ 0.00000 /\$100</p> <p>D. Enter the rate calculated in C. If not applicable, enter 0.</p>	\$ 0.00000 /\$100
35.	Rate adjustment for indigent health care expenditures. ²⁴ If not applicable or less than zero, enter 0.	
	<p>A. 2023 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state assistance received for the same purpose. \$ 0</p> <p>B. 2022 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state assistance received for the same purpose. - \$ 0</p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ 0.00000 /\$100</p> <p>D. Enter the rate calculated in C. If not applicable, enter 0.</p>	\$ 0.00000 /\$100

²³ (Reserved for expansion)²⁴ Tex. Tax Code §26.044²⁵ Tex. Tax Code §26.0441

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
36.	Rate adjustment for county indigent defense compensation. ²⁵ If not applicable or less than zero, enter 0. A. 2023 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state grants received by the county for the same purpose..... \$ <u>0</u> B. 2022 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state grants received by the county for the same purpose..... \$ <u>0</u> C. Subtract B from A and divide by Line 32 and multiply by \$100..... \$ <u>0.00000</u> /\$100 D. Multiply B by 0.05 and divide by Line 32 and multiply by \$100..... \$ <u>0.00000</u> /\$100 E. Enter the lesser of C and D. If not applicable, enter 0. \$ <u>0.00000</u> /\$100	
37.	Rate adjustment for county hospital expenditures. ²⁶ If not applicable or less than zero, enter 0. A. 2023 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2022 and ending on June 30, 2023. \$ <u>0</u> B. 2022 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2021 and ending on June 30, 2022. \$ <u>0</u> C. Subtract B from A and divide by Line 32 and multiply by \$100..... \$ <u>0.00000</u> /\$100 D. Multiply B by 0.08 and divide by Line 32 and multiply by \$100..... \$ <u>0.00000</u> /\$100 E. Enter the lesser of C and D, if applicable. If not applicable, enter 0. \$ <u>0.00000</u> /\$100	
38.	Rate adjustment for defunding municipality. This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information. A. Amount appropriated for public safety in 2022. Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year \$ <u>0</u> B. Expenditures for public safety in 2022. Enter the amount of money spent by the municipality for public safety during the preceding fiscal year \$ <u>0</u> C. Subtract B from A and divide by Line 32 and multiply by \$100 \$ <u>0.00000</u> /\$100 D. Enter the rate calculated in C. If not applicable, enter 0. \$ <u>0.00000</u> /\$100	
39.	Adjusted 2023 NNR M&O rate. Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.	\$ <u>0.57978</u> /\$100
40.	Adjustment for 2022 sales tax specifically to reduce property taxes. Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in 2022 should complete this line. These entities will deduct the sales tax gain rate for 2023 in Section 3. Other taxing units, enter zero. A. Enter the amount of additional sales tax collected and spent on M&O expenses in 2022, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent \$ <u>2,092,935</u> B. Divide Line 40A by Line 32 and multiply by \$100 \$ <u>0.17966</u> /\$100 C. Add Line 40B to Line 39. \$ <u>0.75944</u> /\$100	
41.	2023 voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below. Special Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08. - or - Other Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.	\$ <u>0.78602</u> /\$100

²⁵ Tex. Tax Code §26.0442²⁶ Tex. Tax Code §26.0443

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
D41.	Disaster Line 41 (D41): 2023 voter-approval M&O rate for taxing unit affected by disaster declaration. If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or 2) the third tax year after the tax year in which the disaster occurred If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08. ²⁷ If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).	\$ 0.00000 /\$100
42.	Total 2023 debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year, and (4) are not classified in the taxing unit's budget as M&O expenses. A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. ²⁸ Enter debt amount \$ 1,951,777 B. Subtract unencumbered fund amount used to reduce total debt. - \$ 0 C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none) - \$ 0 D. Subtract amount paid from other resources - \$ 0 E. Adjusted debt. Subtract B, C and D from A. \$ 1,951,777	\$ 1,951,777
43.	Certified 2022 excess debt collections. Enter the amount certified by the collector. ²⁹	\$ 0
44.	Adjusted 2023 debt. Subtract Line 43 from Line 42E.	\$ 1,951,777
45.	2023 anticipated collection rate. A. Enter the 2023 anticipated collection rate certified by the collector. ³⁰ 100.00 % B. Enter the 2022 actual collection rate. 101.19 % C. Enter the 2021 actual collection rate. 100.05 % D. Enter the 2020 actual collection rate. 100.05 % E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. ³¹ 100.05 %	100.05 %
46.	2023 debt adjusted for collections. Divide Line 44 by Line 45E.	\$ 1,950,801
47.	2023 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,175,807,894
48.	2023 debt rate. Divide Line 46 by Line 47 and multiply by \$100.	\$ 0.16591 /\$100
49.	2023 voter-approval tax rate. Add Lines 41 and 48.	\$ 0.95193 /\$100
D49.	Disaster Line 49 (D49): 2023 voter-approval tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.	\$ /\$100

²⁷ Tex. Tax Code §26.042(a)²⁸ Tex. Tax Code §26.012(7)²⁹ Tex. Tax Code §26.012(10) and 26.04(b)³⁰ Tex. Tax Code §26.04(b)³¹ Tex. Tax Code §26.04(h), (h-1) and (h-2)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
50.	COUNTIES ONLY. Add together the voter-approval tax rates for each type of tax the county levies. The total is the 2023 county voter-approval tax rate.	\$ 0.00000 /\$100

SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	Taxable Sales. For taxing units that adopted the sales tax in November 2022 or May 2023, enter the Comptroller's estimate of taxable sales for the previous four quarters. ³² Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2022, enter 0.	\$ 0
52.	Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ³³ Taxing units that adopted the sales tax in November 2022 or in May 2023. Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ³⁴ - or - Taxing units that adopted the sales tax before November 2022. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ 2,220,152
53.	2023 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,175,807,894
54.	Sales tax adjustment rate. Divide Line 52 by Line 53 and multiply by \$100.	\$ 0.18882 /\$100
55.	2023 NNR tax rate, unadjusted for sales tax. ³⁵ Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.70738 /\$100
56.	2023 NNR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November 2022 or in May 2023. Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November 2022.	\$ 0.70738 /\$100
57.	2023 voter-approval tax rate, unadjusted for sales tax. ³⁶ Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.95193 /\$100
58.	2023 voter-approval tax rate, adjusted for sales tax. Subtract Line 54 from Line 57.	\$ 0.76311 /\$100

SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ³⁷ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ³⁸	\$ 0
60.	2023 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,175,807,894
61.	Additional rate for pollution control. Divide Line 59 by Line 60 and multiply by \$100.	\$ 0.00000 /\$100
62.	2023 voter-approval tax rate, adjusted for pollution control. Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	\$ 0.76311 /\$100

³² Tex. Tax Code §26.041(d)

³³ Tex. Tax Code §26.041(i)

³⁴ Tex. Tax Code §26.041(d)

³⁵ Tex. Tax Code §26.04(c)

³⁶ Tex. Tax Code §26.04(c)

³⁷ Tex. Tax Code §26.045(d)

³⁸ Tex. Tax Code §26.045(i)

SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate adjusted to remove the unused increment rate for the prior three years.³⁹ In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the portion of the unused increment rate must be backed out of the calculation for that year.

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year before 2020;⁴⁰
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);⁴¹ or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.⁴²

Individual components can be negative, but the overall rate would be the greater of zero or the calculated rate.

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.⁴³

Line	Unused Increment Rate Worksheet	Amount/Rate
63.	Year 3 component. Subtract the 2022 actual tax rate and the 2022 unused increment rate from the 2022 voter-approval tax rate.	
	A. Voter-approval tax rate (Line 67).....	\$ 0.00000 /\$100
	B. Unused increment rate (Line 66).....	\$ 0.00000 /\$100
	C. Subtract B from A.....	\$ 0.00000 /\$100
	D. Adopted Tax Rate.....	\$ 0.82500 /\$100
	E. Subtract D from C.....	\$ -0.82500 /\$100
64.	Year 2 component. Subtract the 2021 actual tax rate and the 2021 unused increment rate from the 2021 voter-approval tax rate.	
	A. Voter-approval tax rate (Line 67).....	\$ 0.00000 /\$100
	B. Unused increment rate (Line 66).....	\$ 0.00000 /\$100
	C. Subtract B from A.....	\$ 0.00000 /\$100
	D. Adopted Tax Rate.....	\$ 0.84000 /\$100
	E. Subtract D from C.....	\$ -0.84000 /\$100
65.	Year 1 component. Subtract the 2020 actual tax rate and the 2020 unused increment rate from the 2020 voter-approval tax rate.	
	A. Voter-approval tax rate (Line 65).....	\$ 0.00000 /\$100
	B. Unused increment rate (Line 64).....	\$ 0.00000 /\$100
	C. Subtract B from A.....	\$ 0.00000 /\$100
	D. Adopted Tax Rate.....	\$ 0.85208 /\$100
	E. Subtract D from C.....	\$ -0.85208 /\$100
66.	2023 unused increment rate. Add Lines 63E, 64E and 65E.	\$ 0.00000 /\$100
67.	Total 2023 voter-approval tax rate, including the unused increment rate. Add Line 66 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax) or Line 62 (taxing units with pollution control).	\$ 0.76311 /\$100

³⁹ Tex. Tax Code §26.013(a)

⁴⁰ Tex. Tax Code §26.013(c)

⁴¹ Tex. Tax Code §§26.0501(a) and (c)

⁴² Tex. Local Gov't Code §120.007(d), effective Jan. 1, 2022

⁴³ Tex. Tax Code §26.063(a)(1)

⁴⁴ Tex. Tax Code §26.012(b-a)

⁴⁵ Tex. Tax Code §26.063(a)(1)

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit. ⁴⁴
This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit. ⁴⁵

Line	De Minimis Rate Worksheet	Amount/Rate
68.	Adjusted 2023 NNR M&O tax rate. Enter the rate from Line 39 of the <i>Voter-Approval Tax Rate Worksheet</i>	\$ 0.57978 /\$100
69.	2023 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,175,807,894
70.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 69 and multiply by \$100.	\$ 0.04252 /\$100
71.	2023 debt rate. Enter the rate from Line 48 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.16591 /\$100
72.	De minimis rate. Add Lines 68, 70 and 71.	\$ 0.78821 /\$100

SECTION 7: Voter Approval Tax Rate Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year. ⁴⁶

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year. ⁴⁷

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago. This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
73.	2022 adopted tax rate. Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.82500 /\$100
74.	Adjusted 2022 voter-approval tax rate. Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. If a disaster occurred in 2022 and the taxing unit calculated its 2022 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2022 worksheet due to a disaster, complete the applicable sections or lines of Form 50-856-a, <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> . - or - If a disaster occurred prior to 2022 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2022, complete the separate <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2022 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the year(s) following the disaster. ⁴⁸ Enter the final adjusted 2022 voter-approval tax rate from the worksheet. - or - If the taxing unit adopted a tax rate above the 2022 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	\$ 0.00000 /\$100
75.	Increase in 2022 tax rate due to disaster. Subtract Line 74 from Line 73.	\$ 0.00000 /\$100
76.	Adjusted 2022 taxable value. Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 997,766,098
77.	Emergency revenue. Multiply Line 75 by Line 76 and divide by \$100.	\$ 0
78.	Adjusted 2023 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,164,918,244
79.	Emergency revenue rate. Divide Line 77 by Line 78 and multiply by \$100. ⁴⁹	\$ 0.00000 /\$100

⁴⁴ Tex. Tax Code §26.042(b)

⁴⁵ Tex. Tax Code §26.042(f)

⁴⁶ Tex. Tax Code §26.042(c)

⁴⁷ Tex. Tax Code §26.042(b)

Line	Emergency Revenue Rate Worksheet	Amount/Rate
80.	2023 voter-approval tax rate, adjusted for emergency revenue. Subtract Line 79 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 67 (taxing units with the unused increment rate).	\$ 0.76311 /\$100

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. \$ 0.70738 /\$100

As applicable, enter the 2023 NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax).

Indicate the line number used: 26

Voter-approval tax rate. \$ 0.76311 /\$100

As applicable, enter the 2023 voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 67 (adjusted for unused increment), or Line 80 (adjusted for emergency revenue).

Indicate the line number used: 58

De minimis rate. \$ 0.78821 /\$100

If applicable, enter the 2023 de minimis rate from Line 72.

SECTION 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code.⁵⁰

**print
here** ➡

Maria Victoria Valadez

Printed Name of Taxing Unit Representative

**sign
here** ➡

Taxing Unit Representative

Date

⁵⁰ Tex. Tax Code §§26.04(c-2) and (d-2)

AGENDA ITEM #22