

City of Kingsville, Texas

AGENDA CITY COMMISSION

MONDAY, SEPTEMBER 22, 2025

REGULAR MEETING

CITY HALL

HELEN KLEBERG GROVES COMMUNITY ROOM

400 WEST KING AVENUE

5:00 P.M. – Regular Meeting

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 14, 2025

Regular Meeting – July 28, 2025

Special Meeting – August 13, 2025

Regular Meeting – August 25, 2025

Special Meeting – September 2, 2025

Regular Meeting – September 8, 2025

APPROVED BY:


Charlie Sosa
City Manager

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 Services - Information, Investment Report, Quarterly Budget Report, Monthly Financial Reports; Police & Fire Department – Grant Update, Police & Fire Reports; Street Updates; Public Works-Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, Administration –Workshop Schedule, Interlocal Agreements, Public Information, Hotel Occupancy Report, Quiet Zone, Proclamations, Health Plan Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project, Financial Advisor, 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being discussed separately unless requested by a Commission Member in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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 the final passage of an ordinance amending the City of Kingsville Code of Ordinances by amending Chapter III, Article 7, Personnel Policies and approving the Classification and Compensation Plan reflected in the FY25-26 Budget. (Human Resource Director).
2. Motion to approve the final passage of an ordinance amending the Fiscal Year 2024-2025 Budget to reallocate ARP funding. (Finance Director).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

3. Consideration and approval of a resolution approving the City of Kingsville's 2025 Tax Roll as submitted by the Kleberg County Tax Assessor-Collector pursuant to the Texas Property Tax Code, Chapter 26, section 26.09(e). (Finance Director).
4. Consideration and approval of a resolution authorizing the City Manager to execute Change Order #3 to the Construction Contract with PM Construction & Rehab, LLC for the GLO #22-082-016-D218 Project 6: 10th Street Sanitary Sewer Improvements Project. (City Engineer).
5. Consideration and approval of a resolution approving a revised City of Kingsville Federal Grant Procurement Policies and Procedures. (for GLO compliance, replaces one adopted 7/14/25). (City Engineer).
6. Consideration and approval of a resolution approving a revised City of Kingsville Labor Standards Policy. (for GLO compliance). (City Engineer).
7. Consideration and approval of 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 2025-2026. (Human Resources Director). –
8. Consideration and approval of a resolution amending the City of Kingsville Administrative Policies and Procedures Manual for Policy No. 720.020 – Compensation for Holidays. (Human Resources Director).

9. Consideration and approval of a resolution amending the City of Kingsville Administrative Policies and Procedures Manual for Policy No. 730.00 – Vacation Leave. (Human Resources Director).

10. Consideration and approval of a resolution authorizing the City Manager to execute the Restatement of Governmental 457 (B) Retirement Plan with Nationwide Retirement Solutions. (Human Resources Director).

11. Consideration and approval of a resolution nominating certain person(s) as candidate(s) for election to the Board of Directors for the Kleberg County Appraisal District. (City Attorney).

12. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances Chapter III-Administration, Article 1-City Commission, Section 1-Meetings, providing for revision of process when Mayor and Mayor Pro Tem leave a meeting. (Commissioner Alarcon).

13. Executive Session: Pursuant to Section 551.074, Texas Government Code, Personnel Exception, the City Commission shall convene in executive session to deliberate the duties and compensation of the City Manager. (Mayor Fugate).

14. Consideration and approval of a resolution authorizing the Mayor to execute a City Manager Employment Agreement with Charles L. Sosa. (City Manager).

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 Commission Chambers 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 at City Hall, City of Kingsville, 400 West King Avenue, Kingsville, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time:

September 16, 2025, at 3:30 P.M. and remained 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 14, 2025,

A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, JULY 14, 2025, 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
Edna Lopez, Commissioner
Norma Alvarez, Commissioner
Hector Hinojosa, Commissioner
Leo Alarcon, Commissioner

CITY STAFF PRESENT:

Charlie Sosa, Interim City Manager
Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
Derek Williams, Systems Administrator
Kyle Benson, IT Director
Emilio Garcia, Health Director
Leticia Salinas, Accounting Manager
Juan J. Adame, Fire Chief
Diana Gonzales, Human Resources Director
Susan Ivy, Parks Director
Deborha Balli, Finance Director
John Blair, Police Chief
Nick Rivas, Administrative Assistant
Manny Salazar, Economic Development
Bill Donnell, Public Works Director
Alicia Tijerina, Special Events Coordinator
Kobby Agyekum, Senior Planner/HPO
Rudy Mora, City Engineer

I. Preliminary Proceedings.

OPEN MEETING

Mayor Fugate opened the meeting at 5:00 p.m. with all five commission members present.

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

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

MINUTES OF PREVIOUS MEETING(S)

None.

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

1. Public hearing on request for an alcohol variance for a Wine and Malt Beverage Retail Dealer's On-Premise Permit (BG) for the establishment known as Kwik Pantry #2, at 730 W. Corral, Kingsville, Texas 78363. (Director of Planning and Development Services).

Mayor Fugate read and opened this public hearing at 5:02 p.m. Mayor Fugate further announced that this is a public hearing. If anyone would like to speak on behalf of this item they may do so now with a five-minute limit. Additional time cannot be extended by the City Commission.

Mr. Agyekum, Senior Planner/HPO stated that on April 8, 2025, Chris Manriquez, applicant, requested an alcohol variance for a Wine and Malt Beverage Retail Dealer's On Premise

establishment known as Kwik Pantry #2 located at 730 W. Corral. A change in ownership warrants the new variance request. One church is located within 300 feet of the proposed establishment, which requires an alcohol variance. Staff mailed out 15 letters to those within the 300-foot radius, and staff received no feedback from those who received notice.

Mayor Fugate closed this public hearing at 5:04 p.m.

III. Reports from Commission & Staff.²

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

Mr. Charlie Sosa, Interim City Manager, reported on street projects. He further mentioned that the City of Kingsville will be hosting a donation drive for the City of Kerrville. Items will be delivered to the City of Kerrville on Friday.

Ms. Courtney Alvarez, City Attorney, reported that the next commission meeting is scheduled for July 16, 2025, which is a special meeting. The next regular meeting is scheduled for July 28, 2025.

Commissioner Alvarez asked how much the City of Kingsville depends on water from the South Texas Water Authority (STWA).

Mr. Sosa stated that the STWA water is the city's backup water supply. He further stated that in order for the city to reach the capacity that the city needs are about 585 gallons per minute, as the city has the capacity to provide over 10,000 connections, which is what the city has. The city's wells and elevated storage tanks do not have that capacity, so the city still relies on STWA for about 585 gallons per minute in order to abide by TCEQ regulations.

Commissioner Alvarez asked how much the city pays STWA.

Mr. Sosa responded that the city pays \$420,000.00 annually.

Commissioner Alvarez further stated that she is aware that the city has some major budget constraints at this time and commented that the city needs to see if there are any grants available so that the city can get another water well.

Mr. Sosa stated that in order to build a new water well, a production well will cost \$2.5 million. This does not include the pump station or the piping that goes along with it.

Mayor Fugate stated that he placed the executive session item on this again, but in light of the county's meeting, he requested that the executive session not take place.

Mr. Sosa stated that the county had a meeting today, and they will be holding off on the project in order to put an oversight committee together to look into the environmental impact it will have. Once the oversight committee gets the approval and they are convinced that it will not have a detrimental impact on the environment, then they will move forward with the project. If the committee is not fully convinced that it will not have an impact on the environment, then they will stop the project.

Mayor Fugate commented that he is not against desalination or brackish water converted into drinking water, but the waste has to be taken care of, and you cannot go in the creek.

Commissioner Hinojosa asked how this would affect the citizens of Kingsville.

Mayor Fugate stated that the number three industry in Kleberg County and the city, which is ecotourism, will be a direct influence on the city.

Commissioner Lopez asked Mr. Sosa when the Caesar ditch project is scheduled to begin.

Mr. Sosa responded that the project should have been started, but due to inclement weather it has been delayed. He further stated that he has spoken with ICE Engineering and ICE is working on a schedule and once he has received it, he will email it to the commission.

IV. Public Comment on Agenda Items.³

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

Carola Serrato, 501 Billy Evans commented that she is here to speak against the recall election item. She stated that she understands that the petition garnered a sufficient number of signatures to bring this item before the commission. Nonetheless, it is a shame to see this happening to our city. A recall election will only serve to divide our community. It has and will stifle progress. Furthermore, it will cost our citizens money that could be used for much better purposes. The three commissioners who are the subject of the recall have done nothing wrong. Two out of the three commissioners were not on the commission when the employee contract was approved for the previous city manager, which provided for a one-year payout, despite the fact that he was already actively pursuing another job. The bottom line, in my opinion, and hopefully the opinion of many Kingsville voters, should the November election occur, is the petition for recall is nothing more than personal, ego-driven reaction by certain people not getting their way.

Joel Saenz, 307 W. Ailsie commented that The recall petition mentioned above must be addressed to the City Commission of the City of Kingsville, must distinctly and specifically state the ground(s) upon which such petition for removal is predicated, and if there be more than one ground, such as for incompetency, noncompliance with this Charter, misconduct or malfeasance in office, shall specifically state each ground with such certainty as to give the officer sought to be removed, notice of such matters and things with which he or she is charged. He further commented that all members present at the commissioners meeting shall vote yes or no on matters requiring a vote before such commission, provided, however, any commissioner who has any conflicts of interest regarding the matter or matters which a vote is to be taken shall abstain from voting and abstain from any discussion on such matters. Reason being as for the City of Kingsville Record publication as per Mrs. Lerma and Ms. Tijerina that requested for the recall petition which one is the daughter-in-law of a commissioner and the other the daughter of a city employee that was seeking a position and was not promoted to that position therefore they started a petition

recall as personal vendetta as stated in the newspaper. Mr. Saenz commented that as he has previously stated in past meetings, he thought he had answered their questions as for the four recall petition items. First one, harassing personnel should have been addressed by the city staff; second, fiscal responsibilities should have been addressed by city staff; city commissioner behavior, he commented that he has no idea as he is not aware as to how the commission behaves; and negligence of city policies, he commented that two commissioners have at least 50 years municipal charter, ordinance experience and they should have addressed this because of their positions when they were working under city employment and not city administrators. He further commented that he would like to say to vote no, vote accordingly, as to the facts and not hearsay. Vote no on item 18 for your consideration.

Norma Martinez, 402 E. Main, Bishop TX, commented that she is commenting on the meeting that the South Texas Water Authority had. She stated that she was not at this meeting but saw a video of it. The question as to whether you could drink brackish water. Animals can drink, but for humans, it is not advised. She further commented that whatever they put in place, will they not have to get a permit, will the regulatory agencies not view it. Ms. Martinez further commented that there are many uses for the discharge, the brine, other than dumping into a hypersaline bay. Baffin Bay is unique and has a higher-than-normal salinity level but if you take it past what it is now, it would be detrimental to the wildlife and fish life that is there and detrimental to the city and the county. She stated that if there is no one qualified to serve as a representative for the city on whatever committee STWA is having, the city should feel free to call her as she is a registered geologist with the State of Texas. Her job for 37 years was permitting underground injection wells; which dealt with hazardous waste including brackish streams.

Mrs. Toni Pena, 440 E. CO Road 2190, commented that as she owns property in Kingsville city limits, she pays taxes here and spends a lot of her time in this community. Like many others in the county, she cares deeply about what happens in Kingsville. She further commented that she is here tonight to oppose the recall effort targeting three city commissioners. This recall isn't about proving misconduct or violations of duty; it's happening because some people don't like how these commissioners have voted. But voting, even when it's unpopular, is exactly what they were elected to do. You may not agree with every decision, but that is what elections are for. Recalls should be reserved for real wrongdoing. Not used as a tool to punish people for doing their jobs. What's even more concerning is how many signatures it took to trigger this process. Under 300 voters in a city with thousands of registered voters, and that's not democracy; that is a loophole being used by a small group to overwrite the will of the majority. This recall is not only unfair, it's divisive, it's creating tension, stirring up negativity, and turning neighbor against neighbor at a time when this city should be working together to move forward. She commented that on top of that, it is expensive, even though we do not know the exact cost yet, but we all know that recall elections are not free. The city will have to spend taxpayers' money, our money, to run an unnecessary special election, which is money that could be spent towards fixing roads, supporting local services, or improving quality of life for residents. Mrs. Pena further commented that as a taxpayer and a property owner, she does not support this kind of waste, especially as there has been no clear violation of the public's trust. Let the commissioners continue what they were elected to do, and if people want change, they need to wait until the next election.

Mrs. Dianne Leubert, 715 W. Nettie, commented that she, along with others, would like to know the appropriate amount of time for a reply by the city for any question or request for a meeting. She stated that she believes 5 business days are adequate. She stated that she is talking about basic questions, not anything that would take in-depth research. This is not an open-ended question. She further stated she, along with others, would like an answer

within 5 business days. This is because she has been waiting for an answer for a meeting for 2 weeks, on an issue that occurred on June 24th.

Mrs. Valenzuela, City Secretary, read a public comment received via email. The comment read as follows: Rolando Sandoval, 1219 E. Caesar Ave: Good Afternoon, I am writing because I have become aware of an increasing troubling surveillance presence in our community of Kingsville. I have seen Flock cameras installed on major streets which are reading all license plates of passing vehicles without any suspicion of crime. I have also been told that the Kingsville Police patrol vehicle cameras are also reading all license plates of vehicles they pass, again without any suspicion of a crime. I have spoken to members of the community who have stated that a member of city staff is able to gain access to cell phones and computers without passcodes or owner consent and doing so regularly for agencies all around us. Even without the current situation with ICE and their presence in our community this new surveillance state the city is creating is concerning. We do not want to become East Germany with no freedom of movement or privacy against a growing police state. I urge the commission to ask their own questions and decide for themselves what kind of community they want to live in.

V.

Consent Agenda

Notice to the Public

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

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

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

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

1. Motion to approve final passage of an ordinance amending the zoning ordinance by granting a Special Use Permit for an Auto Paint & Body Shop Use (Vehicle Window Tinting Store) in in C2 (Retail) District at 201 S. 6th Street, Kingsville, Texas, also known as Original Town, Block 58, Lot E. 118.5' of 1-4, E. 60' of 5,6, (Property ID 11207); amending the comprehensive plan to account for any deviations from the existing comprehensive plan. (P&Z June 18, 2025) (Director of Planning and Development Services).

2. Motion to approve final passage of an ordinance amending the Fiscal Year 2024-2025 Budget to appropriate additional funding for Fire Department vehicle maintenance. (Fire Chief).

3. Motion to approve final passage of an ordinance amending the City of Kingsville Code of Ordinances Chapter IX, Article 7-Nuisances, Section 2, adopting the 2024 Edition of the ICC International Property Maintenance Code. (Director of Planning and Development Services).

4. Motion to approve final passage of an ordinance amending the City of Kingsville Code of Ordinances Chapter XV, Article 1-Building Regulations, Sections 15-1-6, 11,

& 12, adopting the 2024 International Building Code. (Director of Planning and Development Services).

5. Motion to approve final passage of an ordinance amending the City of Kingsville Code of Ordinances Chapter XV, Article 1-Building Regulations, Sections 36, 37, 40 & 43, adopting the 2024 Edition of the ICC International Fuel Gas Code. (Director of Planning and Development Services).

6. Motion to approve final passage of an ordinance amending the City of Kingsville Code of Ordinances Chapter XV, Article 1-Building Regulations, Sections 75 & 76, adopting the 2024 Edition of the ICC International Residential Code for One-and-Two Family Dwellings. (Director of Planning and Development Services).

7. Motion to approve final passage of an ordinance amending the City of Kingsville Code of Ordinances Chapter XV, Article 1-Building Regulations, Sections 151 & 152, adopting the 2024 Edition of the ICC International Swimming Pool & Spa Code. (Director of Planning and Development Services).

8. Motion to approve final passage of an ordinance amending the City of Kingsville Code of Ordinances Chapter XV, Article 1-Building Regulations, Sections 302 & 303, adopting the 2024 Edition of the ICC International Residential Code for One-and-Two Family Dwellings. (Director of Planning and Development Services).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

9. Consideration and approval of an alcohol variance for a Wine and Malt Beverage Retail Dealer's On-Premise Permit (BG) for the establishment known as Kwik Pantry #2, at 730 W. Corral, Kingsville, Texas 78363. (Director of Planning and Development Services).

Mayor Fugate commented that if there were no objections from the Commission, he would like to move agenda item 18 before hearing agenda item 9. There were no objections made by the Commission.

Motion made by Commissioner Hinojosa to approve an alcohol variance for a Wine and Malt Beverage Retail Dealer's On-Premise Permit (BG) for the establishment known as Kwik Pantry #2, at 730 W. Corral, Kingsville, Texas 78363, seconded by Commissioner Alarcon. The motion was passed and approved by the following vote: Alvarez, Hinojosa, Alarcon, Lopez, Fugate voting "FOR".

10. Consideration and approval of a resolution authorizing the City to submit an application to the 1PointFive First Responder Donation Program for grant funds for first responder equipment, gear, and training for the Kingsville Fire Department. (Fire Chief).

Mr. Juan J. Adame, Fire Chief stated that the Kingsville Fire Department would like to apply to the 1PointFive First Responder Donation Program. 1PointFive is committed in supporting First Responders in the communities where they establish operations. The donation program offers funding opportunities for first responder agencies. This funding can be used for the purchase of essential emergency response equipment. Chief Adame stated that there is no matching funds are required to apply for this program.

Motion made by Commissioner Lopez to approve the resolution authorizing the City to submit an application to the 1PointFive First Responder Donation Program for grant funds for first responder equipment, gear, and training for the Kingsville Fire

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

11. Consideration and approval of a resolution authorizing the City to submit an application to the U.S. Department of Homeland Security's Federal Emergency Management Agency for the purpose of requesting grant funding on behalf of the City for the 2024 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program for additional firefighters for the Kingsville Fire Department with an anticipated cash match. (Fire Chief).

Chief Adame stated that the Kingsville Fire Department can apply for the FY 2025 Assistance to Firefighters Grant (AFG) to request funding for eleven additional Firefighters. The application will request \$3,648,645.00 for these costs. The SAFER Grant requires the city to provide a 25% cost share of \$304,053.75 for the first year, a 25% cost share at \$304,053.75 the second year, and 65% cost share at \$790,539.75 for the third year. The remaining \$2,249,997.75 would be provided through federal resources. The SAFTER is a reimbursement type grant. SAFER grants awards can be made as soon as August of this calendar year. Once awards are announced, departments will have up to six months to hire the number of personnel outlined in the grant request.

Motion made by Commissioner Lopez to approve the resolution authorizing the City to submit an application to the U.S. Department of Homeland Security's Federal Emergency Management Agency for the purpose of requesting grant funding on behalf of the City for the 2024 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program for additional firefighters for the Kingsville Fire Department with an anticipated cash match, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Alarcon, Lopez, Alvarez, Hinojosa, Fugate voting "FOR".

12. Consideration and approval of awarding Competitive Sealed Proposals (Bid #25-15) for the construction of Kingsville Fire Station #3, as per the recommendation of the consulting engineer. (To be paid from CO2024 Funds). (Purchasing Manager).

Mr. Sosa stated that bids were opened on May 29, 2025, and it is staff's recommendation to award the bid to Victory Building Team for \$8,250,000.00.

Motion made by Commissioner Lopez to approve of awarding Competitive Sealed Proposals (Bid #25-15) for the construction of Kingsville Fire Station #3, as per the recommendation of the consulting engineer, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Lopez, Alvarez, Hinojosa, Alarcon, Fugate voting "FOR".

13. Consideration and approval of a resolution approving the City of Kingsville Federal Grant Financial Policies and Procedures. (City Engineer).

Mr. Rudy Mora, City Engineer, stated that to comply with the fiscal and administrative requirements of the Texas General Land Office (GLO) for participation in the CDBG-MIT MOD Program, the City of Kingsville must maintain an adopted set of Local Financial Policies and Procedures. GLO has requested a minor amendment to the City's existing policies to more clearly define a separation of financial duties. This memo serves as a request to approve the amendment as the simplest means of satisfying GLO's requirements.

Motion made by Commissioner Alvarez to approve the resolution approving the City of Kingsville Federal Grant Financial Policies and Procedures, seconded by Commissioner Alarcon. The motion was passed and approved by the following vote: Alvarez, Hinojosa, Alarcon, Lopez, Fugate voting "FOR".

14. Consideration and approval of a resolution approving the City of Kingsville Federal Grants Procurement Policies and Procedures. (City Engineer).

Mr. Mora stated that this is another policy that is required.

Motion made by Commissioner Alarcon to approve the resolution approving the City of Kingsville Federal Grants Procurement Policies and Procedures, seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Hinojosa, Alarcon, Lopez, Alvarez, Fugate voting "FOR".

15. Consideration and approval of a resolution authorizing the Interim City Manager to execute Change Order No.1 to the Construction Contract with Donald Hubert Construction Co. for the GLO CDBG-MIT Contract No. 22-082-016-D218 Project 1: 14th Street Sanitary Sewer Improvements Project. (City Engineer).

Mr. Mora stated that this change order will decrease the contract price by \$36,414.70 and no increase on the contract time.

Motion made by Commissioner Hinojosa to approve the resolution authorizing the Interim City Manager to execute Change Order No.1 to the Construction Contract with Donald Hubert Construction Co. for the GLO CDBG-MIT Contract No. 22-082-016-D218 Project 1: 14th Street Sanitary Sewer Improvements Project, seconded by Commissioner Alarcon. The motion was passed and approved by the following vote: Alarcon, Lopez, Alvarez, Hinojosa, Fugate voting "FOR".

16. Consideration and approval of a resolution authorizing the Interim City Manager to execute Change Order No. 4 for the Construction Contract with R.S. Parker Construction, LLC for the GLO CDBG-MIT Contract 22-085-009-D237 Project 13: W. Johnston Ave. Storm Water Improvements Project. (City Engineer).

Mr. Mora stated that there is a slight modification of \$1,000 for repairing concrete driveway and repair gravel driveway.

Motion made by Commissioner Alvarez to approve the resolution authorizing the Interim City Manager to execute Change Order No. 4 for the Construction Contract with R.S. Parker Construction, LLC for the GLO CDBG-MIT Contract 22-085-09-D237 Project 13: W. Johnston Ave. Storm Water Improvements Project, seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Lopez, Alvarez, Hinojosa, Alarcon, Fugate voting "FOR".

17. Workshop: Discussion on proposed Fiscal Year 25-26 TMRS Plan, Compensation Plan, Updated Fund balances, Tourism Fund, and Economic Development Fund. (Interim City Manager).

Mrs. Diana Gonzales, Human Resources Director, stated that the city has a total of 337 positions. Restructuring changes for the general fund are as follows: Restructure 2 Planning Seasonal Ground Maintenance Workers to 1 Part-Time 19-hour position; Change Police Evidence Clerk from 19 hours per week to 29 hours per week; Eliminate Finance Accounts Payable Specialist; Eliminate Senior Planner/Historic Preservation Officer; Eliminate 1 Help Desk Technician; and Rename Economic Development Director to

Economic Development Manager. In the Tourism Fund has the following restructuring changes: eliminate 2 seasonal staff; eliminate 1 part-time Administrative Coordinator; restructure 1 full-time Administrative Coordinator to part-time; restructure Customer Billing and Services Rep Class 13 to Media Specialist part-time Class 15; and restructure Special Events/Downton Manager to 1 Events Coordinator and 1 Merchant Services Coordinator. Utility Fund changes is to eliminate Finance Collections Meter Reader Foreman. Mrs. Gonzales further stated that FY 25 continuation of Anniversary Program, continue with Anniversary Program with Step Increases for 1st, 3rd, 6th, 10th, 15th, 20th and 25th year for non-civil service personnel and as designated in respective Fire and Police collective bargaining agreements. Mrs. Gonzales stated that under the general fund there are 34 non-exempt expected to receive an anniversary increase which equates to about \$33,000 and exempt there are three that will equate to \$5,600. In the Fire and Police there are anniversaries with their collective bargaining, Fire has 15 which will equate to \$34,500 and Police has 13 for \$24,400. Total number of personnel with anniversaries is 65 for an amount of \$97,805.51. In the Utility Fund, non-exempt has 14 for a cost of \$17,300 and exempt has 2 for an amount of \$5,000. Tourism Fund has 1 non-exempt for \$141.00 and 1 exempt at \$1,358.00. Budgeted personnel costs, includes all projected costs for Fiscal Year 25-26 is \$26,684,551.00, which is a reduction from last year. Fiscal Year 25 classification and compensation plan is proposed to remain the same starting with Class 11 Step 1 at \$15.45 an hour. The percentage between steps remains at 4% between the steps and 5% between the classes. The continuation of the Longevity Program for non-civil service, which will equal to \$5 per month per year of service; and Fire and Police are both by contract, Police is at \$10 and Fire has a new rate with the upcoming fiscal year at \$6 per year of service. Under the cost of the longevity program, non-civil service employees the cost is \$92,664. Civil service Fire and Police, as per collective bargaining agreements, longevity cost is \$86,434. Certification pay equals to \$206,112 which includes education for a cost of \$32,624; clothing \$8,339; and certification \$165,088. Mrs. Gonzales stated that Police collective bargaining agreement is currently in negotiations. Fire collective bargaining agreement is in its 2nd year of two year-agreement. Proposed changes to TMRS, staff has been exploring a change in TMRS from 1.5:1 to a 2:1 match. Keep the city current in retirement offerings and assist with retention. It will also assist with getting experienced individuals interested in Kingsville. Changes to TMRS options require city commission approval and are effective January 1st following approval. TMRS 2026 proposal will continue with employee contributions of 7% and change to 2:1, have the updated service credit from 100% repeating to 50% repeating, removing the transfer credit, no change to the COLA 70% repeating, and change the retroactive COLA to the COLA that is dependent to the previous year CPI, which is the last year that TMRS will offer this option. Retirement eligibility will remain the same, 20 years and vesting will remain at 5 years. Total contribution rate is 9.56% under 2026, currently the city is at 9.34% and going to 9.56% that is TMRS calculation without any changes. With the proposed changes it would go to 10.06% employer contribution. Three plan design changes get plan to a 2:1 matching and decreasing updated service credit from 100% to 50% with no transfer credit. What does this mean? Upon retirement, TMRS calculates your last 3 completed years of earnings and averages out a wage which is then used to calculate earning as if you had earned that wage from the entire employment with the city. TMRS then adds a percentage for COLA and calculates. This is then compared to current contributions and interest. If there is a difference, then TMRS adds 50% of the dollar amount difference to your accounts and calculates your new monthly annuity for retirement payments. Changing from Retroactive COLA for annuity payments to Non-retroactive COLA. What does this mean? Currently, the city has a repeating 70% Retroactive COLA which ends up with different calculations for each retiree as it is a cumulative calculation as of retirement. The new non-repeating COLA option looks back to the change in the Consumer Price Index (CPI) for one year and applies 70%, existing city plan percentage, of the CPI percentage and increases annuity payments for retirees annually by the calculated percentage. This will provide all retirees with the same percentage increase to their annuity payments annually. Increase would be

70% of the CPI each year. Increasing TMRS from 1.5:1 to 2:1 with an effective date of January 1st, employee contribution remains the same at 7%. Employer contribution on January 2024 was 9.09%, January 2025 at 9.34%, and January 2026 at 9.56% with proposed plan changes rate is 10.06%. Total annual employer contributions for FY 2025-2026 equals to \$1,631,500, based on projected budgeted numbers. The 2:1 matching will commence for all contributions after the effective date of January 2025, if approved by city commission. All prior employee contributions would be matched at the rate effective at time of contribution. Health Plan changes, RFP for Health Insurance received 2 responses from United Healthcare and Blue Cross Blue Shield. There are three plan types available to help meet employee specific needs. There is no change to RX. Supplemental Employee benefits, city provided basic life and AD&D Insurance for full-time employees which has no change for FY 26. Dental and vision is still available at employee paid products. National Group benefits recommends continuation of existing employee products with Dearborn National/Blue Cross Blue Shield and AFLAC. Other supplemental employee benefits continues with two additional retirement plans, Nationwide and MissionSquare.

Mr. Sosa gave the presentation on Tourism Fund. He stated that this fund has 3 full-time employees, 2 part-time employees and 3 seasonal employees. The mission of the City of Kingsville Tourism Department is to promote and enhance Kingsville's unique heritage, culture, and attractions by inspiring travel, supporting local businesses, and fostering community pride. Through strategic marketing, engaging events, and collaborative partnerships, we aim to position Kingsville as a premier destination for visitors while enriching the quality of life for our residents. Key strategies and actions to accomplish mission is to promote Kingsville's unique identity, inspire travel and tourism, support local businesses, organize signature events, foster regional and statewide collaborations, enhance visitor experience, and measure and improve. Additional changes will include a new festival called Viva El Centro. The city will no longer host Wine Walks downtown. The city's Christmas tree will be moved to a more central location at the corner of 7th and Kleberg. Ranchhand festival will remain the same with some minor changes in vendor locations. Tourism funds are used to account for revenues and expenditures for tourism activities. Revenues are received from Hotel Occupancy Taxes and expenditures are based on State Tax Code Chapter 351. Estimated beginning fund balance for FY 25-26 is \$622,419 with budgeted revenues at \$740,662. Budgeted expenditures are \$705,409. Fiscal Year 25-26 estimated ending fund balance is \$657,672. Tourism Fund 002 expenditures are as follows: Personnel Services at \$335,939.00; supplies at \$18,500; services at \$252,563; repairs at \$1,700; maintenance is \$2,000; and transfers out is \$94,707 for total expenditures of \$705,409.00.

Mayor Fugate asked what are services. Mr. Sosa responded that this is used to promote tourism in Kingsville such as on IHeart Radio.

Mr. Sosa continues with the presentation and further stated that FY 25-26 Tourism Fund notable financial changes are as follows: Revenues: The Ranch Hand Concert will now be a city event with all revenues captured by the City. This results in Sponsorship revenues of \$60,000 now budgeted for FY 25-26. Once this event is held, it will provide the ability to know how to budget for these revenues. Expenditures: Change in positions for FY 25-26. Annual allocation to General Fund increased from \$38,500 to \$50,000 due to increased costs. Additional allocation of \$40,000 to General Fund for work performed for Tourism related activities with downtown merchants. Ranch Hand concert expenditures are budgeted at \$60,000 Once this event is held, it will provide the ability to know how to budget for these expenditures. Communications & Operating leases are budgeted to be paid by General Fund to make payment easier. Tourism pays its share to General Fund through a Transfer out.

Mayor Fugate asked if there will be a charity or association. Mr. Sosa stated that they are revamping the Tourism Department to have events. Mayor Fugate stated that it has been past practice that a non-profit had been selected to support and asked if this was going to continue. Mr. Sosa responded that this will no longer take place. Sosa further stated that what was found out was that the event would support the non-profit but the non-profit would not do anything in return for the city. Sosa further stated that there was no revenue and knows that it was helping the non-profit organization, but we will move forward with projects but it won't be as frequently done as before. Mayor Fugate commented that he did not like this, regarding the non-profit change. Mayor Fugate further asked if Wine Walks would be continuing. Mr. Sosa stated that it will be different. Mayor Fugate asked what the downtown merchants thought of that change.

Mr. Sosa responded that staff is currently speaking with the merchants and will be having a Sip and Shop, which is what is being looked at right now.

Mayor Fugate commented that he has been to a Sip and Shop and they are not the same as a Wine Walk. Fugate further asked if staff had spoken to the merchants about this.

Mr. Sosa responded that staff has spoken to all the downtown merchants.

Mayor Fugate asked what the merchants thought of the new idea.

Mr. Sosa responded that the merchants are happy with the new idea.

Commissioner Lopez stated that it seems as if the interim city manager has eliminated and restructured a lot of the Tourism Department, more in the Tourism Department than any other department. Events have also decreased, but when you do have an event who is going to work that event, if there is no personnel.

Mr. Sosa responded that there are seasonal employees that were hired for events.

Commissioner Lopez stated that she thought two seasonal employees were being eliminated.

Mr. Sosa responded yes, they are not going to be full-time events and will not be funded all year round. He further stated that they will be funded for that event where they will be used. He stated that it is the same as it's being done for the swimming pool, they are only funded when used.

Commissioner Lopez asked why the Interim City Manager focused so much on the Tourism Department.

Mr. Sosa responded that no and if she would go back and look there was short fall in revenues coming in from the city.

Commissioner Lopez stated that the Tourism Department was thriving and asked why he focused on that department. This is the department that will be bringing in revenues to the city.

Mr. Sosa responded that as far as cutting back on positions there is still going to be a Tourism Director, Events Coordinator, Downtown Coordinator, and Social Media. At this time there are three employees.

Commissioner Lopez commented that she did not agree with Mr. Sosa and asked what was the criteria he used to make these cuts.

Mr. Sosa responded that it is based on what was done in the past.

Commissioner Lopez commented that Mr. Sosa has eliminated a lot of positions that had a lot of seniority that was not even thought about.

Mr. Sosa asked Commissioner Lopez what position did he eliminate.

Commissioner Lopez responded that the Meter Reader Foreman which had over 30 years' experience.

Mr. Sosa responded that he eliminated the position. New water meters were installed.

Commissioner Lopez asked if that employee was given any options.

Mr. Sosa responded that he eliminated the position, he did not eliminate person.

Commissioner Lopez then asked what was going to happen to that person now.

Mr. Sosa responded that this person can apply for additional jobs that are available within the city. The option was given to the employee.

Commissioner Lopez further asked if there is a set criteria as to how Mr. Sosa did all this.

Mr. Sosa responded that the position was no longer needed.

Commissioner Lopez further asked if Mr. Sosa had a set criteria in writing so that if something comes up he can say what he did and why he did it.

Mr. Sosa responded yes, there is justification.

Commissioner Lopez further asked Mr. Sosa to provide her with this information. Mr. Sosa responded that he would provide her with the information.

Commissioner Hinojosa asked Mr. Sosa that the reason he did all this was because he needed to balance the budget which is the reason for all the changes. Commissioner Hinojosa stated that he supports what the Interim City Manager is doing which he has always been a proponent not to use the fund balance to balance the budget which is what had been done the past two to three years.

Commissioner Alvarez commented or put into the utility fund.

Commissioner Hinojosa further commented that he does support the interim city manager on what he is doing.

Commissioner Lopez commented that she didn't say that she didn't support him, what she was doing was asking questions as she doesn't know anything. She is the last one to know anything and she needs to make sure that she knows what is going on because she is hearing all this for the first time as she never knows what is going on as Mr. Sosa does not communicate with her.

Ms. Alvarez asked if the city was still intending of being part of the Texas Main Street Program.

Mr. Sosa responded yes, the city will continue being part of that program.

Ms. Alvarez responded the city would then need to have a Downtown Manager designated.

Mr. Sosa stated that there is a position of Downtown Manager, it is a Downtown Coordinator, is what it consist of. The Downtown Manager would be consisting of the Tourism Director. She will be holding the position of Downtown Manager. He further stated that the actual Tourism Director will be the Downtown Manager.

Mayor Fugate commented that Mr. Sosa may want to look into this.

Ms. Alvarez commented that it is in the contract which is why she was asking. That the city has someone with that title. She further stated that the title was eliminated from the compensation plan from what she saw tonight.

Commissioner Hinojosa asked when the contract expires. Ms. Alvarez responded that the city is currently in one, and renewable every year, so the city does not want to be in breach after October 1st and wants to be ready for the new contract what should be received sometime in January of next year.

Mr. Sosa stated that he would get Commissioner Lopez the justification. Mr. Sosa continued with the budget workshop presentation, Economic Development, Fund 098. Fund 098 notable financial changes, currently there is no longer a need to have a separate fund for Fund 098 as these operations have been moved to 100% City responsibility. The Economic Development Director is no longer a shared position with the Chamber of Commerce. The current Economic Development Director is now housed at City Hall. All funding for the Economic Development Fund 098 came from General Fund and therefore this fund will be budgeted with General Fund 001. The Economic Director position title will change to Economic Development Manager.

Mrs. Deborah Balli, Finance Director, gave the presentation on Updated Fund Balances. The estimated fund balance for FY 25-26, based on DR's is \$764,159.15. Next year, the General Fund will meet the requirement of 25% by 25.60%. Mrs. Balli further mentioned the dates for the upcoming budget workshops.

18. Discuss and consider an ordinance calling a Special Election for the Recall of Norma Nelda Alvarez, City Commissioner Place 2; Hector Hinojosa, City Commissioner Place 3; and Leo Alarcon, City Commissioner Place 4 from the Kingsville City Commission in accordance with the City Charter and the Texas election Code, to be held in the City of Kingsville, Texas and other matters related thereto. (for November 4, 2025) (City Secretary). (Descunche y considere una ordenanza que convoca una elección especial para la destitución de Norma Nelda Alvarez, comisionado de la ciudad plaza 2; Hector Hinojosa, comisionado de la ciudad plaza 3; y Leo Alarcon, comisionado de la ciudad plaza 4 de la comisión municipal de Kingsville, de conformidad con el acta constitutiva de la ciudad y el código electoral de Texas, que se llevará a cabo en la ciudad de Kingsville, Texas y otros asuntos relacionados con la misma. (el 4 de noviembre de 2025) (Secretaria Municipal).

Mrs. Mary Valenzuela, City Secretary, stated that on June 23, 2025, the City Commission was presented with a memo regarding the certification of recall petitions that were received on June 6, 2025 (original petitions were available for inspection during this meeting, upon request from the City Commission). As per City Charter, Article II, Section 24(6), it states, that if the officers whose removal is being sought does not resign within five days after such notice is given, then it shall become the duty of the City Commission to order an election and fix a date for holding such recall election, the date of which election shall be in accordance with the Texas Election Code. Mrs. Valenzuela further stated that with this

being said, we are now at the step where we would call for the recall election and fix a date for holding the election, which would be on November 4, 2025.

Mayor Fugate asked City Secretary, Mrs. Valenzuela, if it would be fair to say that all the signatures were investigated on these petitions and certified.

Mrs. Valenzuela responded that all signatures received were certified according to the election code and the city charter and further answered yes.

Mayor Fugate further stated that even though it is a small number that signed the petition, they complied with the city charter.

Mrs. Valenzuela responded that, according to what the City of Kingsville Charter states, yes.

Mayor Fugate asked if the city charter is what governs this commission and its citizens and further asked if this would be fair to say.

Mrs. Valenzuela responded it would be fair to say, but she is not an attorney to answer legal questions.

Mayor Fugate asked Ms. Alvarez if everything had been done legally.

Ms. Alvarez responded that yes.

Mayor Fugate further asked that the citizens that have signed this petition have complied with the city charter.

Ms. Alvarez responded that the City Secretary has certified the signatures that were received on the recall petitions, in accordance with the City Charter and the Texas Election Code.

Mayor Fugate further asked that what needs to occur tonight is to set the election.

Ms. Alvarez responded that yes, it would be ordering the recall election for the next uniform election date, which would be November 4, 2025.

Mayor Fugate asked if there was anything done illegally that Ms. Alvarez could see.

Ms. Alvarez responded not to her knowledge.

Mayor Fugate asked if it is the commission's obligation to vote for this.

Ms. Alvarez responded that the city charter Article II, Section 24(6) states that if the officers whose removal is being sought does not resign within five calendar days after such notice is given, which was done on June 23rd, then it shall become the duty of the City Commission to order an election and fix a date of holding such recall election, which shall be in accordance with the Texas Election Code Annotated.

Commissioner Lopez asked if the commission does not vote for this item or call the election, then the commission is in violation of the city charter.

Ms. Alvarez responded yes.

Mayor Fugate commented that in the last 20 years, there have been two charter revisions, where there are a group of citizens that look at the charter and see how it can be best improved. This may be something that needs to be looked at, as it is a small number of citizens, but saying that, they have complied with the city charter.

Ms. Alvarez commented that the language is typical of what's in a lot of charters with regards to the 20%, but as there was a very low voter turnout, which resulted in a 20% of a low voter turnout, it is a small number.

Motion made by Commissioner Lopez to consider ordinance calling a Special Election for the Recall of Norma Nelda Alvarez, City Commissioner Place 2; Hector Hinojosa, City Commissioner Place 3; and Leo Alarcon, City Commissioner Place 4 from the City of Kingsville City Commission in accordance with the City Charter and the Texas election Code, to be held in the City of Kingsville, Texas and other matters related thereto for November 4, 2025, seconded by Mayor Fugate. The motion failed by a 3-2 vote with Alvarez, Hinojosa, Alarcon voting "AGAINST". Lopez and Fugate voting "FOR".

19. Executive Session: Pursuant to Section 551.071, Texas Government Code, Consultation with Attorney Exception, the City Commission shall convene in executive session to contemplate litigation regarding a contract with the South Texas Water Authority. (Mayor Fugate).

Agenda item 19, Executive Session, was not needed.

VI. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 6:24 p.m.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, TRMC, City Secretary

July 28, 2025,

A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, JULY 28, 2025, IN THE HELEN KLEBERG GROVES COMMUNITY ROOM, 400 WEST KING AVENUE, KINGSVILLE, TEXAS, AT 5:00 P.M.

CITY COMMISSION PRESENT:

Edna Lopez, Commissioner
Norma Alvarez, Commissioner
Hector Hinojosa, Commissioner
Leo Alarcon, Commissioner

CITY COMMISSION ABSENT:

Sam R. Fugate, Mayor

CITY STAFF PRESENT:

Charlie Sosa, Interim City Manager
Mary Valenzuela, City Secretary
Derek Williams, Systems Administrator
Kyle Benson, IT Director
Emilio Garcia, Health Director
Leticia Salinas, Accounting Manager
Juna J. Adame, Fire Chief
Diana Gonzales, Human Resources Director
Susan Ivy, Parks Director
Deborha Balli, Finance Director
John Blair, Police Chief
Manny Salazar, Economic Development
Bill Donnell, Public Works Director
Kobby Agyekum, Senior Planner/HPO
Rudy Mora, City Engineer
Connie Womack, Tourism Director
James Creek, Captain
Erik Spitzer, Director of Planning and Development Services
Joe Casillas, Water Production Supervisor

I. Preliminary Proceedings.

OPEN MEETING

Mayor Pro Tem Lopez opened the meeting at 5:00 p.m. with all five commission members present.

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

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

MINUTES OF PREVIOUS MEETING(S)

Regular Meeting – June 23, 2025

Special Meeting – July 16, 2025

Motion made by Commissioner Hinojosa to approve the minutes of June 23, 2025 and July 16, 2025 as presented, seconded by Commissioner Alarcon. The motion was passed and approved by the following vote: Alvarez, Hinojosa, Alarcon, Lopez voting “FOR”.

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

1. Public hearing on request for an alcohol variance for a Wine and Malt Beverage Retailer’s On-Premise Permit for the establishment known as The Lucky Spot at 1901

South Brahma Blvd., Kingsville, Texas 78363. (Director of Planning and Development Services).

Mayor Pro Tem Lopez read and opened this public hearing at 5:02 p.m. Mayor Fugate further announced that this is a public hearing. If anyone would like to speak on behalf of this item they may do so now with a five-minute limit. Additional time cannot be extended by the City Commission.

Mr. Erik Spitzer, Director of Planning and Development Services, stated that on April 24, 2025, Lucky Spot, LLC applicant, requested an alcohol variance for a Wine and Malt Beverage Retail Dealer's On-Premises Permit for the establishment to be known as The Lucky Spot, located at 1901 S. Brahma Blvd. This request is for a newly proposed location at a currently vacant, former gas station. One church, "McAllen Baptist Temple," is located within 300' of the proposed establishment. Six letters were sent out to those within the 300" radius, and staff received no feedback from those who were noticed.

Mayor Pro Tem Lopez closed this public hearing at 5:03.

2. Public Hearing on condemnation of structure at 525 E. Ave. D, Kingsville, Texas. (Director of Planning and Development Services).

Mayor Pro Tem Lopez read and opened this public hearing at 5:03 p.m. Mayor Fugate further announced that this is a public hearing. If anyone would like to speak on behalf of this item they may do so now with a five-minute limit. Additional time cannot be extended by the City Commission.

Mr. Spitzer stated that this structure is an attractive nuisance to children. It is a harbor for vagrants, criminals, and immoral people. There is evidence of roach, rats, mice, and other vermin. The structure's roof is uncovered and has graffiti. This structure has had no water or electric services since 2013. The structure has been delinquent in paying property taxes since 2016.

Mayor Pro Tem Lopez closed this public hearing at 5:05.

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 Services - Information, Investment Report, Quarterly Budget Report, Monthly Financial Reports; Police & Fire Department – Grant Update, Police & Fire Reports; Street Updates; Public Works-Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, Administration –Workshop Schedule, Interlocal Agreements, Public Information, Hotel Occupancy Report, Quiet Zone, Proclamations, Health Plan Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project, Financial Advisor, Water And Wastewater Rate Study Presentation. No formal action can be taken on these items at this time."

Mr. Charlie Sosa, Interim City Manager, gave a brief report on street projects. He further announced that a staff meeting has been scheduled for July 29th at 11:00 a.m.

IV. Public Comment on Agenda Items.³

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

Joel Saenz, 307 W. Ailsie, commented that at the previous city commission meeting, a non-agenda item took approximately 10 to 15 minutes and was not mentioned to the public,

which is a violation of the city charter. He stated that another violation of the charter, to which he has been told about, is that it took 31 days to submit the recall when it should have been 30. He stated that there has been so many violations for the charter that everything that has been spoken or said should be forwarded to the Judge that will be hearing this recall.

Lance Hamm, 912 South Creek, commented that as a concerned taxpayer and voter of the City of Kingsville, he is speaking on his concern and opinion about six illegal practices of the City of Kingsville employees and/or elected officials. The Kingsville City Commission Special Meeting of July 16, 2025, has not been properly or legally adjourned. Two commissioners left the building after the Executive Session was called and never returned to come out of the Executive Session and to adjourn the special meeting. He further stated that he would like to ask this commission to legally adjourn the special meeting of July 16, 2025 so that the city secretary can properly and legally record the time of the adjournment. He further stated that there was no agenda item at the July 16, 2025 city commission meeting, which there legal should have been to discuss the consequences of the city commission ot passing agenda item 18 at the July 14, 2025 city commission meeting, whereas this commission along with city staff engaged in a 10 minute back and forth open meeting discussion about language in the Kingsville City Charter, gave legal advice to city residents retarding a writ of mandamus and certain courts to approach, and a discussion about a legal opinion form a city contract legal advisor in open session rather than an executive session. City officials illegally certified the recall petition even though the city charter clearly states that the recall petition shall be returned to the city secretary within thirty days of the city's receipt of the recall affidavit. The recall petition was returned on the 31st day. A clear violation of the city charter. City officials illegally certified the recall petition even though the city charter clearly states that the recall petition signatories be equal to 20% of qualified voters voting in the election process in progress at the last election, which would be 2,805 signatures as the minimum threshold, rather than 282.4 signatures, the city illegally used to certify the recall petition. Most importantly and concerning for the city taxpayers, will be if the Kingsville City Commission goes forward with this illegal recall process instead of going back to decertify the recall petitions, due to obvious violations of the city charter when city officials illegally certified the recall petition, based on the three arguments: violation of the 30 day restriction; violation due to the language used to stated the grounds for removal, and violation due to the minimum required signatories not being 20% of the qualified voters 2,805 signatures on the recall petition. Hamm further stated that, for clarification, he can be contacted to discuss any of these issues at any future city commission meetings.

Vicki Benys, 1914 Martin Street, commented about a golf benefit tournament scheduled for September 6, 2025. Last year's tournament consisted of 32 teams, which consisted of 128 players divided into two which would have required 62 carts, but there were only 45 carts. She stated that for the upcoming tournament, carts may need to be brought in in order to accommodate all players. Benys stated that for last year's tournament, they spent \$25,000 between the agencies. For the city, they were able to help the Fire Department with supplies that are given to children, which meant a lot to her. They were also able to assist with the Sparky suit and also assist the Kingsville Police Department. This is an event that occurs once a year and they she hopes they can continue it.

V.

Consent Agenda

Notice to the Public

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

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

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

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

- 1. Motion to approve the reappointment of Dora Martinez for a three-year term to the City of Kingsville Civil Service Commission. (Human Resources Director).**
- 2. Motion to approve a resolution authorizing the Fire Chief to enter into an Agreement for Training of Emergency Medical Services Students between the Kingsville Fire Department and the Texas EMS Academy. (last approved 12/12/22). (Fire Chief).**

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

- 3. Consideration and approval of an alcohol variance for a Wine and Malt Beverage Retailer's On-Premise Permit for the establishment known as The Lucky Spot at 1901 South Brahma Blvd., Kingsville, Texas 78363. (Director of Planning and Development Services).**

Motion made by Commissioner Alvarez to approve the alcohol variance for a Wine and Malt Beverage Retailer's On-Premise Permit for the establishment known as The Lucky Spot at 1901 South Brahma Blvd., Kingsville, Texas 78363, seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Alarcon, Alvarez, Hinojosa, Lopez voting "FOR".

- 4. Consideration and approval of a resolution authorizing the City to submit an application to the Ed Rachal Foundation for grant funds for equipment for the Kingsville Fire Department. (for new EMS training equipment; no cash match). (Fire Chief).**

Mr. Juan J. Adame, Fire Chief, stated that the Kingsville Fire Department has the opportunity to apply for a grant from the Ed Rachal Foundation of the purchase of new EMS training equipment. The Ed Rachal does not require a matching cost share. The grant is a reimbursement-type grant. Chief Adame further stated that the amount to be requested will be for a total of \$28,790.00 for the purchase of equipment and associated shipping and handling charges.

- 5. Discuss and consider awarding Bid No. 25-17 for the GLO CDBG-MIT Contract No. 22-085-009-D237 Project 14: E. Santa Gertrudis Ave. Storm Water Improvements Project, as per recommendation of the consulting engineer. (City Engineer).**

Mr. Rudy Mora, City Engineer, stated that this project was advertised in the local newspaper and on the city's website. Sealed bids were received from five bidders. The base bids range from \$1,110,141.86 to \$1,800,510.00. Alternate No. 1 bids range from \$8,020.10 to \$21,423.00. The total bids range from \$1,118,161.96 to \$1,809,623.84. After review, staff recommend awarding the project to the lowest bidder, Grace Paving and Construction, Inc., for the total base bid amount of \$1,118,161.96. He further stated that the bid is 38% below the engineer's estimate, which is considered reasonable.

Motion made by Commissioner Hinojosa to approve the award of Bid No. 25-17 for the GLO CDBG-MIT Contract No. 22-085-009-D237 Project 14: E. Santa Gertrudis Ave. Storm Water Improvements Project, as per the recommendation of the consulting

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

6. Consideration and approval of a resolution authorizing the Interim City Manager to execute Changer Order No.1 to the Construction Contract with D&J Utility Services LLC for the GLO CDBG-MIT Contract No. 22-085-009-D237 Project 10: N. Armstrong Ave. Storm Water Improvements Project. (contract approved 428/25) (City Engineer).

Mr. Mora stated that this will increase the contract price by \$51,176.84 and increase the contract time by 20 calendar days. The additional work will provide a road diet to the area and guide motorists and non-motorists along a wider street and enhance traffic safety.

Motion made by Commissioner Hinojosa to approve this resolution authorizing the Interim City Manager to execute Changer Order No.1 to the Construction Contract with D&J Utility Services LLC for the GLO CDBG-MIT Contract No. 22-085-009-D237 Project 10: N. Armstrong Ave. Storm Water Improvements Project, seconded by Commissioner Alarcon. The motion was passed and approved by the following vote: Alarcon, Alvarez, Hinojosa, Lopez voting "FOR".

7. Consider condemnation of structure located at 525 E. Ave. D, Kingsville, Texas. (Director of Planning and Development Services).

Motion made by Commissioner Alvarez, motion finding not able to repair, building or structure is unsafe, and present condition is a violation of ordinances, and cannot be corrected without substantial reconstruction; then declare the buidli8gn or structure to be a public nuisance and order its demolition by owner/agent/ person in charge with 30 days; city shall abate in any manner it deems necessary and proper, seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Alvarez, Hinojosa, Alarcon, Lopez voting "FOR".

8. Workshop: Discussion on proposed Fiscal Year 25-26 Fund 051, Utility Rate Increases, Enterprise Fleet Contract, Fund Balance Discussion. (Interim City Manager).

Mr. Sosa and Mrs. Balli gave the presentation on the upcoming budget for Fiscal Year 25-26.

The City has been notified that we will be receiving \$5 million in grant funds from the Texas Military Value Revolving Loan Fund for the transfer of flow for the South Wastewater Treatment Plant to the North Wastewater Treatment Plant, and it will require a 5% match of \$250,000. Additional funding will be needed for this match. With aging infrastructure, the city needs to take advantage of grants that are becoming available. The city cannot afford not to apply and not accept grant funding with a reasonable match. The Utility Fund has two main sources of revenue: water and sewer rates. On the expenditure side, the greatest costs are infrastructure maintenance and personnel costs. Meter reading section expenditures. With the completion of the Water Meter Project, the meter readers are no longer responsible for reading the meters as the information is automatically transferred into the billing system. The focus is now shifted to all meter and meter endpoint maintenance, completion of all service orders for new service, disconnect service, checks for leaks, and any re-reads for billing purposes. This efficiency allowed a reduction in the number of meter reader positions from 2 to 1. The other change to this division occurred with the Accounts Receivable Billing position. It was transferred to General Fund due to the nature of the types of accounts billed and allows all City receivables to be consolidated and managed by one position. Number of Employees – 6 Full-Time (reduction of 2 positions for Division 6201). The Fleet Management Lease agreement was taken out during a time the City was having a difficult time finding vehicles that were needed for the Utility Fund operations. Funding options were limited and the decision was made to enter into a lease

agreement for 12 vehicles. Due to supply chain issues, the scope was changed to accept the 6 vehicles that were delivered and not receive any additional vehicles on the current lease agreement.

Mrs. Balli further announced dates for upcoming workshops.

VI. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 5:55 p.m.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, TRMC, City Secretary

AUGUST 13, 2025,

A SPECIAL MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON WEDNESDAY, AUGUST 13, 2025, 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
Edna Lopez, Commissioner
Norma Alvarez, Commissioner
Hector Hinojosa, Commissioner
Leo Alarcon, Commissioner

CITY STAFF PRESENT:

Charlie Sosa, Interim City Manager
Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
Derek Williams, Systems Administrator
Kyle Benson, IT Director
Emilio Garcia, Health Director
Leticia Salinas, Accounting Manager
Juan J. Adame, Fire Chief
Susan Ivy, Parks Director
Deborha Balli, Finance Director
John Blair, Police Chief
Bill Donnell, Public Works Director
James Creek, Captain
Erik Spitzer, Director of Planning and Development Services
Charlie Cardenas, Engineer

I. Preliminary Proceedings.

OPEN MEETING

Mayor Fugate opened the meeting at 5:00 p.m. with all five commission members present.

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

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

MINUTES OF PREVIOUS MEETING(S)

None.

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

1. None.

III. Reports from Commission & Staff.²

"At this time, the City Commission and Staff will report/update on all committee assignments which may include but is not limited to the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board, Library Board, Health Board, Tourism, Chamber of Commerce, Coastal Bend Council of Governments, Conner Museum, Keep Kingsville Beautiful, and Texas Municipal League. Staff reports include the following: Building & Development, Code Enforcement, Proposed Development Report; Accounting & Finance – Financial Services - Information, Investment Report, Quarterly Budget Report, Monthly Financial Reports; Police & Fire Department – Grant Update, Police & Fire Reports; Street Updates; Public Works-Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, Administration –Workshop Schedule, Interlocal Agreements,

Public Information, Hotel Occupancy Report, Quiet Zone, Proclamations, Health Plan Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project, Financial Advisor, Water And Wastewater Rate Study Presentation. No formal action can be taken on these items at this time."

Mr. Charlie Sosa, Interim City Manager, reported on street projects.

Ms. Courtney Alvarez, City Attorney, reported that the next city commission meeting is scheduled for August 25, 2025.

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)

None.

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners ⁴

1. Workshop: Discussion on proposed City of Kingsville Fiscal Year 25-26 Budget, Budget Summary, Fund Balances, Transfers, Debt Service, Grant Projects Status. (Interim City Manager).

Mr. Sosa and Mrs. Balli gave a presentation on the proposed Fiscal Year 2025-2026 budget.

The status of the Proposed Budget is: Revenues \$92,784,051.40; Expenditures \$103,996,788.45. Ad Valorem Tax Rate: Current Tax Rate - \$.77000; Proposed Tax Rate \$.76918; No-New Revenue Tax Rate \$.71665; Voter Approved Tax Rate - \$.76919. The justification to propose the \$.76918 tax rate is to be able to cover increases in salaries, operational expenditures, maintenance, utilities, materials for alley maintenance and road maintenance, and a reduction in the Utility Fund annual transfer to balance the budget. Most notable inclusions, as per the Grady Study, are a water rate increase of 8% and a sewer rate increase of 5%. Changes to the proposed revenues budget are that general funds started at \$25,680,434.69, and the adjusted proposed revenue budget, as of today, \$26,062,979.69. In the Tourism Fund, the penalty on Hotel/Motel Tax is \$1,500, based on current year activity. In the Building Security Fund, Technology Fee is \$10,437, consolidation Fund 031 to Fund 025. Municipal Court Technology, Technology Fee, (\$10,437) consolidation of Fund 031 to Fund 025. The proposed revenue budget adjusted

is \$92,784,051.40. General Fund 001, \$14,647, transfer to Golf Course Capital Projects Fund 026 - Contractual 3% of budgeted Golf Course Revenues; \$129,676 – Transfer to Utility Fund 051 – Shared Personnel Costs for Divisions 3000, 3030, 8000, & 8020. Tourism Fund 002, \$94,707, transfer to General Fund 001 - Annual Allocation, Cell Phone & Copier Lease consolidation, Merchant Services Coordinator Reimbursement. Utility Fund 051: \$1,383,367 – Transfer to General Fund 001 – Annual Allocation, Cell Phone & Copier Lease consolidation – Reduction of \$170,000 to balance budget: \$1,506,573 – Transfer to UF Debt Service Fund 012 – Annual debt service payments: \$100,000 – Transfer to Fleet Mgmt Fund 106 – Enterprise Fleet annual payment: \$18,073 – Transfer to GLO-MIT Grant #E998 Fund 135 – Local match funds. Stormwater Drainage Fund 055: \$125,000 transfer to UF Debt Service Fund 012, annual debt service payment. Solid Waste Capital Projects Fund 087 \$203,398, transfer to GF Debt Service Fund 011 annual debt service payment \$94,691 transfer to Landfill Closure Fund 090 for City Hall Payback Agmt. Street Fund 092, \$346,334 transfer to General Fund 001 Street Crew Personnel reimbursement. Economic Development Fund 098, \$307,773.69 transfer to General Fund 001 fund consolidation into General Fund 001. Insurance fund 138, \$417,600 transfer to general fund 001 for employer contribution reimbursement. A transfer of \$7,200 to Tourism Fund for employer contribution reimbursement and \$97,200 transfer to Utility Fund for employer contribution reimbursement. Total transfer for all funds is \$5,016,239.69.

Commissioner Hinojosa asked if Fund 11 and 12 were close to being paid. Mrs. Balli responded yes and would provide that information later.

Mr. Sosa gave the presentation on Grant Status. Fund 113 – CW Collection System Grant – D218 – Completion Date August 2026: Grant Award - \$7,293,111; Match - \$73,668; Total Funding - \$7,366,779. Work continues on: Project 1 – 11,400 LF of 18" PVC (14th St) and proposed Lift Station & Slip Lining; Project 2 – Manhole Rehab (78 Wastewater Manholes); Project 3 – 4700 feet of 24" Wastewater Main Replacement; Project 4 – 1,000 LF of 8" PVC-Reroute – alley at E Johnston Ave & E Fordyce Ave. Fund 113 – Continuation of CW Collection System Grant – D218. Work Continuation: Project 5 – 1,409 LF of 15" CIPP Sanitary Sewer Improvements – 10th & Lott St; Project 6 – 5,478 LF of 12" CIPP Sanitary Sewer Improvements – 10th St Line Replacement; Project 7 - 8 Lift Station Rehabilitation Projects. Fund 116, TWDB Drainage Master Plan Location 7, grant award is \$602,000. Loan thru Bond Issue of \$754,000. Cash match is \$44,000. Total funding is \$1,400,000. Fund 117 – TWDB Drainage Master Plan Location 1. Grant Award was \$602,000 (last spent). Loan thru Bond Issue is \$754,000 (2nd spent). Cash Match - \$44,000 (1st spent). Total Funding - \$1,400,000. Loan thru Bond Issue Expenditures \$75,162.49– 9.97% complete: FY 20-21 - \$43,368.00; FY 21-22 - \$22,873.30; FY 22-23 - \$5,518.50; FY 23-24 - \$3,402.69; FY 24-25 - \$0. Work Continues on 10th St Main Line. Fund 118 – TWDB Drainage Master Plan Location 3. Grant Award - \$645,000 (last spent). Loan thru Bond Issue - \$811,000 (2nd spent). Cash Match - \$44,000 (1st spent). Total Funding - \$1,500,000. Loan thru Bond Issue Expenditures \$81,030.10 – 9.99% complete: FY 20-21 - \$46,699.40; FY 21-22 - \$24,642.45; FY 22-23 - \$5,996.10; FY 23-24 - \$3,692.15; FY 24-25 - \$0. Work Continues on 21st Street Drainage Improvements. Fund 119 – TWDB Drainage Master Plan Location 4. Grant Award - \$817,000 (last spent). Loan thru Bond Issue - \$1,039,000 (2nd spent). Cash Match - \$44,000 (1st spent). Total Funding - \$1,900,000. Loan thru Bond Issue Expenditures \$100,573.50 – 9.68% complete: FY 20-21 - \$59,413.20; FY 21-22 - \$30,513.70; FY 22-23 - \$7,139.40; FY 23-24 - \$3,507.20; FY 24-25 - \$0. Work continues on Johnston alley line re-route. Fund 122 – GLO Hurricane Harvey MIT Grant D237. Grant Award - \$36,678,716. Cash Match - \$366,787. Total Funding - \$36,311,929. Grant Award Expenditures \$5,346,849.72 – 14.58% complete: FY 21-22 - \$2,003,614; FY 22-23 - \$995,490; FY 23-24 - \$868,474.80; FY 24-25 - \$1,479,270.92. Work Continues on: Location 1 – Fairview Dr – 675 LF of 36" RCP and 6 inlets; Location 2 – N 19th St – 300 LF

of 7 ft x 4 ft, 1600 LF of 7 ft x 5 ft box culverts and 5 inlets; Location 3 – Caesar Ditch – 900 LF of 8 ft x 6 ft, 884 LF of 10 ft x 6 ft box culverts and 5 inlets; Location 4 – Brahma Blvd – 800 LF of 6 ft x 3 ft, 8,535 LF of 10 ft x 6 ft box culverts and 25 inlets. Fund 122 – GLO Hurricane Harvey MIT Grant D237. Work Continues on: Location 5 – Caesar Ditch – 850 LF of 9 ft x 7 ft, 70 LF of 10 ft x 7 ft box culverts and 9 inlets; Location 6 – E Carlos Truan Blvd; Location 7 – 6th St 3,200 LF of 8 ft x 4 ft box culverts and 10 inlets; Location 8 – Paulson Falls Subdivision/Alice/Margaret Ln – 200 ft of 24-inch RCP; Location 9 – Corral Ave. – 2,000 LF of 9 ft x 7 ft, 1,585 LF of 10 ft x 6 ft and 1,800 ft if 10 ft x 7 ft box culverts; Location 10 – N Armstrong St – 360 LF of 36-inch RCP and 15 inlets; Location 11 – W King Ave – 1,565 LF of 36-inch RCP and 20 inlets; Location 12 – S. 14th – 1,600 LF 48-inch RCP and 20 inlets; Location 13 – W Johnston Ave – 1,600 LF of 18-inch RCP and 2 inlets; Location 14 – W Santa Gertrudis Ave – 750 LF of 24-inch RC's. Fund 128 – TWDB Drainage Master Plan Location 8. Grant Award - \$301,000 (last spent). Loan thru Bond Issue - \$399,000 (1st spent). Total Funding - \$700,000. Loan thru Bond Issue Expenditures \$26,430 –6.62% complete: FY 22-23 - \$22,000; FY 23-24 - \$4,430; FY 24-25 - \$0. Paulson Falls Drainage Improvements.

Grant & Loan Applications. FY 2024-2025 – 24-051 EPA Environmental & Climate Justice Block Community Change Grant Program (Project Name-Kingsville SWWTP Project 2025). USBR-EWRP – US Bureau of Reclamation – Watersmart Environmental Water Resources. USBR-DRP – Water Production FY 24-25 Grant Application. Projects Include: Water Production Improvements; Rehab Water Well #14 Equipment & Appurtenances; Rehab Water Well #20 Equipment & Appurtenances; New Elevated Storage Tank (500 gal) and Appurtenances-WW #25; Rehab Water Wells #22 & #24 Equipment & Appurtenances. FY 2024 – 24-006 TWDB CWSRF Wastewater Grant Application. FY 2026 – 25-nn TWDB SWSRF Kingsville WW System Improvements. FY 2026 – 25nn - TWDB DWSRF Kingsville Water System Improvements. FY 2025 – 25-002 – Miscellaneous Public Works Projects. FY 2025 – 25-001 – TxDot Grant Application – E Caesar Ave & E General Cavazos Pedestrian and Bicycle Traffic Improvements. FY 24 – 24-015 – TWDB FIF Grant Application. FY 2025 – 24-006 – 2025 TWDB Emerging Contaminants (EC) Program.

Mrs. Balli gave the presentation on updated fund balances. General Fund Fiscal Year 25-26 estimated ending fund balance is \$6,781,397.23. G.O. Debt Service FY 25-26 estimated ending fund balance is \$776,609.15. Tourism fund FY 25-26 estimated ending fund balance is \$693,865.75. Health Insurance fund, Fiscal Year 24-25 estimated ending fund balance is \$1,104,168.96, with FY estimated ending fund balance at \$648,870.16. Mrs. Balli further announced the upcoming scheduled city commission meetings.

VI. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 5:55 p.m.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

AUGUST 25, 2025,

A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, AUGUST 25, 2025, 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
Edna Lopez, Commissioner
Norma Alvarez, Commissioner
Hector Hinojosa, Commissioner
Leo Alarcon, Commissioner

CITY STAFF PRESENT:

Charlie Sosa, Interim City Manager
Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
Derek Williams, Systems Administrator
Kyle Benson, IT Director
Emilio Garcia, Health Director
Leticia Salinas, Accounting Manager
Juan J. Adame, Fire Chief
Diana Gonzales, Human Resources Director
Susan Ivy, Parks Director
Deborha Balli, Finance Director
John Blair, Police Chief
Nick Rivas, Administrative Assistant
Manny Salazar, Economic Development
Bill Donnell, Public Works Director
Monika Donnell, Municipal Court Supervisor
Alicia Tijerina, Special Events Coordinator
Charlie Cardenas, City Engineer
Frank Garcia, Wastewater Supervisor
Connie Womack, Tourism Director
James Creek, Captain
Erik Spitzer, Director of Planning and Development Services
Carol Rogers, Human Resources Specialist
Raul Soliz, Human Resources Specialist-Safety Training

I. Preliminary Proceedings.

OPEN MEETING

Mayor Fugate opened the meeting at 5:00 p.m. with all five commission members present.

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

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

MINUTES OF PREVIOUS MEETING(S)

None.

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 Services - Information, Investment Report, Quarterly Budget Report, Monthly Financial Reports; Police & Fire Department – Grant Update, Police & Fire Reports; Street Updates; Public Works-Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, Administration –Workshop Schedule, Interlocal Agreements, Public Information, Hotel Occupancy Report, Quiet Zone, Proclamations, Health Plan Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project, Financial Advisor, Water And Wastewater Rate Study Presentation. No formal action can be taken on these items at this time." **A public hearing on the budget & the proposed tax rate will be held for 5:00 p.m. on September 2, 2025, at City Hall in the Helen Kleberg Groves Community Room, 400 W. King Avenue, Kingsville, Texas 78363.** The vote on the budget & tax rate will be held at 5:00 p.m. on September 8, 2025, at City Hall in the Helen Kleberg Groves Community Room, 400 W. King Avenue, Kingsville, Texas 78363.

Mr. Charlie Sosa, Interim City Manager, gave a brief report on street projects.

Ms. Courtney Alvarez, City Attorney, reported that city offices will be closed on Monday, September 1, 2025, for the Labor Day Holiday. A special meeting has been scheduled for September 2, 2025. During the meeting on September 2, public hearings are scheduled for both the city's proposed budget and proposed tax rate for FY 25-26, as well as the introduction of ordinances for both the proposed budget and proposed tax rate. The next regular commission meeting is scheduled for September 8, 2025. During the meeting on September 8th, the commission will take into consideration the adoption of the proposed budget and proposed tax rate.

Mayor Fugate presented two proclamations: South Texas Rage 8u Champions and Kingsville Pony League 14u All-Star Softball World Series. Mayor Fugate also presented Ms. Courtney Alvarez, City Attorney, with a 25-year Service Award.

IV. Public Comment on Agenda Items.³

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

Mrs. Mary Valenzuela, City Secretary, read, verbatim, into the record three public comments that were submitted electronically on behalf of the following individuals: Carlos Escobedo, Lance Hamm, and Rebecca Trant.

Carlos Escobedo, 1221 E. Caesar, Apt. A, "I am a student at Texas A&M University Kingsville studying Political Science. I, like many students, have recently returned to Kingsville and become aware of the recall proceedings against the city commission. I have also seen many social media posts regarding the recall including several making negative statements about city employees and the city manager. These posts are accusing employees of deleting records and other crimes, the city of mishandling tax dollars, and the city manager of illegal hiring practices including hiring an engineer who is profiting from government grants awarded to the city. These statements are alarming because no evidence or documentation is provided to support the claims. If the claims are true then I think they would hopefully lead to an investigation by law enforcement and that the public should be given any proof that is available by those making the claims. It would also look like these posts are created and supported by the campaign of a city commissioner and

families of city employee if not a commissioner themselves. This particular aspect is very worrying as it makes it seem as if the online claims are only meant to push the cause of the recall by making baseless claims, a practice that only hurts the organization they claim to want the best for. Our city is growing, getting fiber internet, and bringing in new industries. The grants and projects are huge in scale and a great thing for Kingsville. I would hate to see the future jeopardized by fighting among the elected officials. I don't know much about the situation surrounding the city manager search, but I do know that any good candidate will check the news and online resources about a community. If they see these posts and squabbles quality candidates may decide they don't want the trouble. Bullying, unproven rumors, and online feuds are for children. Our city has the ability to be so much more than it is if our leaders can rise above their personal feelings and think of the community first. I urge you to please consider the positive direction the town is going in before you cast stones and make accusations towards the people who are making the good happen. I thank you for your time". If the comment is too long or I missed the deadline to give you my comment can it at least be given to the city leaders so they can read it on their own? I don't know if that is allowed, but I feel strongly that they are good people and will listen to reasonable citizens. If we all work together and not fight about little things we can make our home a better place. Thank you.

Lance Hamm, 912 South Creek: In my opinion, the dereliction of duty of the five Kingsville City Commissioners not to correct the many violations of the City Charter's RECALL PROCESS this summer, has directly resulted in a Kingsville voter filing a lawsuit against the City of Kingsville in District Court. Have you been informed by the City Attorney that the City Charter has been violated on multiple occasions relating to the recall process? Would you like the City Attorney to immediately inform you when the City Charter has been violated? City residents have heard the City Attorney, in an open meeting, tell this Commission that a third-party could file a lawsuit requesting the Court to compel this Commission to obey one subsection of the city charter relating to a "duty" to call a recall election, but she presumably has not advised this Commission that other plaintiffs could file separate lawsuits to compel this Commission to obey the City Charter on two or three other violations relating to the 30-day requirement and specific/distinct language describing the grounds for removal. If true, these lawsuits can be filed today or in the near future. City residents have heard the City Attorney, in an open meeting, explain a privileged 4-page opinion-letter addressed to this Commission from Lisa Wood, that gave the erroneous opinion that the "ministerial duty to call a recall election" was a duty this Commission "must" do, even though the recall petition was invalid due to the violation of the 30-day requirement. The 4-page opinion-letter presumably did not advise this Commission that a court's request for a writ of mandamus would most likely be denied because the City Charter does not stipulate a timeframe for this Commission to perform the "duty" and the Court does not have the authority to issue the writ until "all of the requirements" of the City Charter relating to the recall process "have been met." So, on behalf of all concerned city taxpayers, and to avoid more lawsuits in the future, I strongly recommend the five members of this Commission to do their job and correct the MANY violations of the City Charter that have occurred this summer, starting with approving a resolution that REJECTS the recall petition, retroactively effective June 6th, due to the petition not being returned within the 30-day requirement Here's a list of 4 possible violations that could lead to future lawsuits: 1. 30-day requirement for the recall petition to be returned, 2. Requirement to have the statement of "grounds for removal" to be printed distinctly and specifically on the recall petition, 3. Requirement for the City Secretary TO PRESENT the certified petition to the City Commission at the 23June2025 meeting, and 4. Requirement to have 2,805 signatories on the recall petition. Thanks for your consideration.

Rebecca Trant, 820 S. 18th Street: If you have the best interest of the citizens in mind as your true agenda, and know the City's funds are critical to our success in growing Kingsville, why would you not let the recall election move forward and convince me during the election

period that you belong on this Commission? To ask the citizens of Kingsville to be satisfied with taxpayer dollars being used to hire an attorney to defend you in a lawsuit that you brought upon yourself because of your personal agenda(s) is a crime. I, as a taxpayer, want to know the potential cost of hiring this attorney before a vote should be taken. You say the recall is not legal and yet, there have been recall elections in the past and not one of you spoke up as to the legality of the process, whether you were a Commissioner at the time or a private citizen. You are not being good stewards of our City funds if you vote to expend City funds in this manner. I was a professional in a leadership position for over 30 years. During that time I served on multiple search committees for executive/professional positions. I know the process as well as, or possibly better than most of you. To expend taxpayer dollars to hire a reputable Search Group to find the most experienced City Manager with the best fit for the City's agenda is a very smart move. What I cannot understand is why we can't find a suitable City Manager candidate in the pool the Search Group has given us. Is there a hidden agenda? Are we not being transparent? Do we already have someone in mind? I, personally, feel the search should be closed and re-posted as soon as possible. Hopefully we have not lost exceptional candidates to other Cities that their Commissioners work for the citizens best interest and not their own agenda! I also believe the Commission should consider including at least 2 citizens that reside in Kingsville to serve on the search committee-one of which should be appointed by the Mayor. We should not consider permanently placing anyone in the position of City Manager that does not have a significant amount of previous experience in that position. In conclusion- I know there are many of us in Kingsville that despair over how the Commissioners are presenting themselves to the public. It is an embarrassment to all of us and we believe it greatly damages any efforts to grow Kingsville. To use your position as a tool for your personal agenda is, what I personally consider, a slap in the face for all citizens of Kingsville.

Elizabeth Ramos, 615 Elizabeth commented that she is pretty sad for the City of Kingsville, as we have an F-rated school district and fighting with the South Texas Water Authority Kleberg County and then we have the in-fighting here with the City of Kingsville. All around, it just doesn't look good here. It is sad that this is the majority of the reflection of what's happening right now, to which she is upset about. Another person emailed stating that seemingly that everything that is on the internet on social media is a lie, but she is here to say that it is not. She further commented that she actually has some of those records, but she has not posted them. They are out there but she just doesn't understand why people aren't sharing them. She stated that what disappoints her about the agenda today is that 7 and 8 look like a walking quorum. She has seen enough on how boards work and has been on one, and this screams a walking quorum to her. She further commented that for her to stand here, you mostly likely have had those phone calls or meet and greets behind close doors where you have had conversations about what's going to happen on this agenda, and it's just nothing but fireworks on this page. Maybe you want to think about what has been said behind close doors for this agenda here tonight. She further commented that what really bothers her here is item 8, this should be in executive session as you will be discussing personnel or possible personnel. There is nothing to discuss out in the public. She further commented that if you want to get personal in open session, let's go, as she is down for it, but that is not the right place to do it. She commented that what concerns her is that government entities have transparency, to put an item on the agenda like this, should be a special interest to the public. The Texas Supreme Court is also noted that the verbiage you use on your agenda, such as personnel matters and the hiring of someone in your city, should probably have a name next to it because it is of public interest. It gives the public an opportunity to call or email the city to let the city know how they feel and how they would want their community to be. She further commented that she is staring at two city commissioners that she has called and emailed and no one returned her thoughts or what she wants to say to them and further stated that she was ignored. She stated that one of them she has never seen as a commissioner in years prior to running. She stated that this

goes to show how out of touch they are. She further commented to get the agenda right, this should be tabled. She commented that she wants to put her special touch on this, because rumors, whether they are true or not, it get people talking and asking questions and gets people to do open records, as apparently they have to do that because a lot of government entities around here makes them do that. Mrs. Ramos further commented that rumor is that there were some very qualified candidates for city commission, and she is not sure where they went off to. Who is the commission deciding to be the next city manager, possibly? She stated that from the rumor she received that person only has an associates degree, and if she would have known about that she would have applied for the job as she has several associate's degrees. Ramos further commented that the commission needs to think about what they are doing tonight and make the best decision for their constituents and table both of these items until the commission has gotten right on the head.

Noel Esquivel, 2910 Leopard, Corpus Christi, commented that he is the 911 Program Director for the Coastal Bend Council of Governments. He is here to speak on behalf of the consent agenda for the interlocal agreements that will be heard and discussed today. The 911 grant assists in the 11-county region and 17 public safety answering points for the Coastal Bend. One of those is here and is known as a host site to which it will provide connections for the rest of the remote sites around the coastal bend and in our region. This interlocal agreement is an agreement for the local government that operates an approved public safety answering point. This agreement insures performance monitoring and adherence for compliance on equipment. The Coastal Bend Council of Governments also assist inside the interlocal agreement the public safety answering point on reimbursing monies for education, equipment, and services that they might not have on the budget as well as for education training services that are related to telecommunication activities. He further stated that they also provide lifesaving equipment for the front and back room and in this case as the Kingsville Police Department is a host site, they also provide what is known as viper equipment, voice over IP for emergency response, which is delicate equipment that they replace every six years, and front room equipment they replace every three years.

V.

Consent Agenda

Notice to the Public

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

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

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

Motion made by Commissioner Lopez to approve the resolution authorizing the Interim 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. (renewal of agreement done every two years), seconded by Commissioner Alarcon. The motion was passed and approved by the following vote: Lopez, Alvarez, Hinojosa, Alarcon, Fugate voting "FOR".

1. Motion to approve of a resolution authorizing the Interim 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. (renewal of agreement done every two years). (Police Chief).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

2. Consideration and introduction of an ordinance amending the Fiscal Year 2024-2025 Budget to appropriate funding for Emergency Repairs to the Golf Course Pump Station. (Parks Director).

Mrs. Susan Ivy, Parks Director, stated that Two days ago we had our pump station go down that controls the irrigation at the golf course. . We did not get to water yesterday or today. MIA electric along with PMC (phone) worked together to try and trouble shoot it. They have determined that the Variable Frequency Drive is bad. The quote for \$12,110.36 is attached. It is vital that we get this replaced so that we can get the course and greens watered. We have determined that there are funds available in the Golf course Improvement fund and are requesting a budget amendment in the amount of \$14,000.00 to cover this repair and any miscellaneous charges for the evaluation that we might receive.

Introduction item.

3. Consideration and approval of a resolution authorizing the Police Chief to enter into a Memorandum of Understanding between the Kingsville Police Department and U.S. Border Patrol Kingsville Station. (Police Chief).

Mr. John Blair, Police Chief, stated that the Kingsville Police Department (KPD) respectfully seeks the City Commission's approval to enter into a Memorandum of Understanding (MOU) with the U.S. Border Patrol (USBP), Kingsville Station. This agreement formalizes a collaborative partnership to enhance public safety, disrupt criminal smuggling activity, and promote operational efficiency through joint enforcement efforts. The U.S. Border Patrol Kingsville Station and the Kingsville Police Department have a long-standing working relationship, often responding to overlapping threats involving human smuggling, narcotics trafficking, and other transnational crimes. In an effort to formalize this partnership, both agencies have drafted an MOU outlining the roles, responsibilities, and operational protocols for a Joint Enforcement Group. Under the agreement, the KPD Officers and/or supervisors will work in a limited role to support joint enforcement efforts alongside USBP agents. The joint mission will target both northbound and southbound smuggling activity within the jurisdiction of Kingsville and the surrounding area. The MOU establishes protocols for custody transfers, information sharing, digital forensics, operational command structure, and use of force. The agreement ensures that both agencies retain administrative control of their personnel and adhere to respective policies and laws. This partnership enhances KPD's enforcement reach, strengthens interagency communication, and contributes to a safer community by targeting organized criminal activity in coordination with federal resources.

Motion made by Commissioner Lopez to approve the resolution authorizing the Police Chief to enter into a Memorandum of Understanding between the Kingsville Police Department and U.S. Border Patrol Kingsville Station, seconded by Commissioner Alarcon. The motion was passed and approved by the following vote: Alvarez, Hinojosa, Alarcon, Lopez, Fugate voting "FOR".

4. Consider accepting a monetary donation/grant from the Coastal Bend Regional Advisory Council for the Kingsville Fire Department. (Fire Chief).

Mr. Juan J. Adame, Fire Chief, stated that this item is for approval to accept a CBRAC grant for \$6,261.00. Each year CBRAC distributes funding grants to member EMS organizations. There is no financial impact. This donation will be used in the Fire Department to purchase medical supplies.

Motion made by Commissioner Lopez to approve the acceptance of a monetary donation/grant from the Coastal Bend Regional Advisory Council for the Kingsville Fire Department, seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Hinojosa, Alarcon, Lopez, Alvarez, Fugate voting "FOR".

5. Consideration and introduction of an ordinance amending the Fiscal Year 2024-2025 Budget to accept and expend grant funds from the Coastal Bend Regional Advisory Council Grant for Fire Department medical supplies. (Fire Chief).

Introduction item.

6. Discuss and consider the release of DEAGG grant funds as per the grant process. (Finance Director).

Mrs. Balli, stated that the city was awarded a DEAGG Grant for \$1,700,000 on behalf of the Navy for the construction of a Fire station at the base. This grant award was through an agreement with the Office of the Governor, Texas Military Preparedness Commission on February 13, 2023. As work on this project commenced in 2025, the city is obligated to release \$1,696,408.99 for work that has been completed. Once funding is released, reimbursement will be requested from the Grantor. Reimbursement to the city will occur once all submitted documents have been reviewed and certified by the granting agency. The reimbursement may take up to four months.

Motion made by Commissioner Alvarez to approve the release of DEAGG grant funds as per the grant process, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Alvarez, Hinojosa, Alarcon, Lopez, Fugate voting "FOR".

7. Discuss and consider to retain/hire an attorney to represent the City of Kingsville, Commissioners Norma Nelda Alvarez, Lionel "Leo" H Alarcon, and Hector Hinojosa in lawsuit filed by Selina Tijerina in Cause No 25-377-D, in the 105th District Court of Kleberg County, Texas. (Commissioner Alvarez).

Motion made by Commissioner Alvarez to approve retaining/hiring an attorney to represent the City of Kingsville, Commissioners Norma Nelda Alvarez, Lionel "Leo" H Alarcon, and Hector Hinojosa in lawsuit filed by Selina Tijerina in Cause No 25-377-D, in the 105th District Court of Kleberg County, Texas, seconded by Commissioner Alarcon.

Mayor Fugate asked that Ms. Alvarez assist him with this and stated that the City of Kingsville is in this motion, and asked if she and the McKibben Law Firm already represent the city.

Ms. Alvarez responded that, as it happens, anytime the city is served with a suit, it is sent out to the insurance carrier and they will determine whether or not if they will be providing coverage. Because it is a claim that is covered under the city's policy and in this instance the claim that is in this petition is not covered under the policy, which is why the city has to have this action item in order to hire someone to represent the with those funds coming out of the city's coffers and not TML's coffers.

Mayor Fugate asked if they normally have to do this by a motion if we are not covered by the city's insurance.

Ms. Alvarez responded that it happens so very seldom that yes, we generally will have someone appointed to represent us, we make recommendations, TML was contacted to see what other firms in the area which includes Corpus Christi, South Texas and San Antonio that they use to represent governmental entities because you can still hire them on our own, since they already have experience representing governmental bodies and generally have governmental rates.

Mayor Fugate commented that when this thing came up for a vote, to call the election, he asked Ms. Alvarez that in her end discussion, with her, in her, she informed the commission that it would be a violation of the charter not to call the election, was this correct?

Ms. Alvarez responded that there was a discussion that was on the record with regards to the charter states, it's the duty of the commission.

Mayor Fugate asked Ms. Alvarez is she mentioned to the Commission that it would be a violation not to call the election.

Ms. Alvarez responded that the charter states that the commission has the duty to call the election.

Mayor Fugate stated that when they didn't, they violated the charter.

Ms. Alvarez responded that it made the city subject to a lawsuit, for violation of the charter.

Mayor Fugate asked when they didn't, they violated the charter.

Ms. Alvarez responded yes and further commented that she represents, not the individuals, she represents the organization, and the item is about hiring counsel.

Mayor Fugate stated that he wants to make sure that he understands this correctly, and commented that Ms. Alvarez, as their attorney, in open court, said that the commission has violated the city's charter, and by violating the charter, these commissioners have violated their oath.

Ms. Alvarez responded that she will not get into that discussion, as the agenda item is for consideration to retain and hire an attorney and further stated that she thinks she understands where the Mayor is going, but at the same time, the city as an entity, organization, has been sued. The insurance carrier for the city is not providing coverage. Therefore, a firm needs to be, she needs to be authorized to contact a firm to file an answer on the city's behalf, and represent the city. That individual will then look at the claims and make a determination whether or not they can represent the city and the individuals because we have a unified defense or whether there needs to be separate attorneys. If there are separate attorneys recommended by the firm that the city hires, then the commissioners would be notified at that time.

Mayor Fugate stated that he understands this, we need to hire a lawyer for the city, and he understands that. But if you have somebody who has violated the charter and has violated their oath, and now they want the citizens and the taxpayers of this city to pay for their representation, he gets heartburn with that. Fugate further asked if they should have to pay for their lawyers?

Ms. Alvarez responded that the attorney that the city hires to defend the city will make the assessment whether or not they feel they can provide a defense for the city and the three commissioners.

Mayor Fugate stated that this is not what this motion says.

Ms. Alvarez responded that it says the city and the three commissioners.

Mayor Fugate stated that the motion says that they will be hiring lawyers for them, regardless of whether or not there is a conflict.

Ms. Alvarez responded that for the city and the three commissioners. She further stated that if the attorney cannot do that, then the city cannot pay for their defense, because we would not have a unified defense.

Mayor Fugate responded that this is not what this says.

Ms. Alvarez responded that she wrote what she was instructed to write.

Mayor Fugate responded that this is not what it reads. What these individuals could come back and say is that the commission voted hire lawyers for them whether they were in the wrong or not, and then the taxpayers of this community will have to pay these individuals that didn't do their job.

Commissioner Hinojosa asked Ms. Alvarez that if TML didn't cover this because this is not a criminal case.

Ms. Alvarez responded that they said that the cause of action in the suit was not covered under the city's policy.

Commissioner Hinojosa asked if because it was not criminal or was it civil.

Ms. Alvarez responded, no, it was not a covered claim.

Commissioner Hinojosa stated that they usually give a reason why they don't cover that.

Ms. Alvarez responded yes.

Commissioner Hinojosa asked for the reason.

Ms. Alvarez stated that there were no civil damages or monetary relief that was being sought and there are some other items which are stated on the letter because they have definitions for things at length, but it is not a covered claim; because they are just asking the court to order the election or have you all order the election. That is not a monetary claim.

Commissioner Hinojosa stated that there have been some discrepancies and the accusations on the time limit and all that which were discussed.

Commissioner Alvarez asked for a point of order because the commission is getting off and getting into discussion and that is not part of the agenda item.

Commissioner Hinojosa commented that he would back off.

Commissioner Lopez stated that, for the record, she specifically asked Ms. Alvarez when the vote was taken on the election, she specifically asked if they did not vote to have an

election, the commission would be in violation of the charter. Commissioner Lopez further stated that Ms. Alvarez's answer to her was yes ma'am.

Ms. Alvarez responded that the charter says the commission has a duty to order the election.

Commissioner Lopez stated that Ms. Alvarez's answer to her was Yes ma'am. Commissioner Lopez further stated that she would like this on the record.

Commissioner Hinojosa asked for the motion to be re-read to make sure.

Mayor Fugate stated that a motion had already been made.

Mrs. Mary Valenzuela, City Secretary, commented that a motion with a second had already been made, and now a vote is ready to be taken.

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

8. Discuss and consider the appointment of the City Manager for the City of Kingsville. (Commissioners Hinojosa & Alvarez).

Mayor Fugate commented that this will be the fourth city manager since he has been here and the commission has always gone into executive session to discuss this, which is the proper procedure to do this. He stated that he does not want to comment on the candidates, but it is something that has been done in the past and the commission is deviating from the process and he would agree with the citizen that came up to the podium and asked to not do this tonight until we have it done in executive session and then the commission can come out and vote on the individual for the City Manager position. Mayor Fugate asked that the commission not to act on this item until we get this done in a proper form.

Commissioner Hinojosa commented that when he went to Ms. Alvarez, about having this item on the agenda, she did not mention anything about that it had to be in executive session and asked why Ms. Alvarez did not correct him at that time.

Ms. Alvarez responded that it is not required, it has been a practice, and when the other commissioner asked her, he was instructed that none was needed.

Commissioner Hinojosa asked if it was not required.

Ms. Alvarez responded that this was correct.

Mayor Fugate commented yes, that it is more of a customary process.

Commissioner Alarcon commented that it was on executive session but then the Mayor and Mayor ProTem walked out.

Mayor Fugate responded that this was correct, as he felt ill and got really sick about what was going on, therefore he had to leave.

Commissioner Alarcon commented that they were not told that, they just walked out.

Mayor Fugate commented that if they don't want to have an executive session with it now, that is fine.

Motion made by Commissioner Hinojosa to appoint Charlie Sosa as the next City Manager for the City of Kingsville, seconded by Commissioner Alvarez.

Commissioner Lopez commented that she is unable to support the motion currently under consideration because this is not the procedure that is historically used to hire for the top executive position for the City of Kingsville. The city hired a professional search firm to find our next City Manager, with the contract for this service costing taxpayers \$16,000. We were presented with a set of four highly professional, qualified, and experienced applicants, followed by two additional sets of four applicants each, totaling twelve applicants. The candidate in question did not apply for the job, resulting in a deviation from established application procedures. As a result, I am facing difficulties in making a sound decision, as the absence of a resume or application prevents me from comparing this candidate's qualifications and experience to those of the other applicants presented by the search company. She further commented that this is making it very hard as the city has never done this and she agrees with the Mayor that we have always gone through executive session to discuss this. Even at the executive session that they were supposed to go to, they would not have been able to make a decision. She stated that she is not sure what happened here, but the commission needs an executive session to discuss this, and he did not apply.

Commissioner Hinojosa commented that the city has always given employees a chance so they can have a first shot at applying for the job. He further stated that here they went the reverse. The city went and got a search firm to give the city the highly qualified candidates and the ones that he saw he did not like any them. He further stated that they had recycle/rethreads and he didn't want that for whatever reason they were not employed in other places. We have someone in-house that has been with the city for over 10 years that knows what is going in the city. You will not get a city manager that will have a degree in finance, engineering or HR. He further stated that this is why he is asking this commission to appoint Charlie Sosa as he has been the unofficial Assistant City Manager. He knows what is going on out in the city. Hinojosa further stated that everyone has their opinion, but this is his opinion of Mr. Sosa. Mr. Sosa is very well liked in the community and he is out there in the community talking to people. Hinojosa stated that this is why he has selected Mr. Sosa that he be appointed as the next city manager for the City of Kingsville.

Commissioner Lopez commented that this is not a favoritism thing. This has to do with our citizens. Yes, Mr. Sosa is well-liked, and she understands that and so far he has done a good job, but the qualifications that the commission spoke about and wanted are not being met. She further stated that us not giving an employee a chance is not true. But for a city manager we have always looked for a search firm. Commissioner Lopez stated that they have their opinion and she has hers.

Mayor Fugate commented that he would like to take exception to one comment that one of the commissioners made. The city had some really good candidates that applied for this job and were working in city government and were well qualified. Fugate further commented that he wants the citizens to know that the \$16,000 that were spent on hiring a search firm did a good job. Everyone one of them had city manager experience at one time or another. It is not fair to say that he didn't like any of them, as he saw the last five and there were a couple in there that he thought were good. He further stated that we have always, in the past, taken the twelve that come in and they get narrowed down to three and invite them to come to visit with them in person and this was not done. Mayor Fugate further stated that he has not been in control of this body since May when the commission took the oath. Decisions are already made before the commission meets and all he is doing is conducting is the meeting. He is not making decisions. As a consequence the commission did not follow their procedure, and it is correct, there is nothing in the charter that says that they have to. The commission hasn't violated any rules or ordinances or laws, but it is a custom that we had in the past, and it has worked well for us. One of the things that Kingsville has

had in the past 20 years is some really good city manager's that have come here and been very professional and done a great job. Fugate stated that we didn't follow the procedure and he thinks the commission needs to, but if the commission wants to move forward today with this appointment, he understands that it is already the decision that has been made. At this time, Mayor Fugate called for the rollcall vote.

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

9. Discussion on proposed City of Kingsville Fiscal Year 25-26 budget. (Interim City Manager).

Mr. Sosa stated that the proposed budget is about \$104,141,646.37. He stated that there was \$4,370,416.12 change in the initial proposed budget, with the majority of the change due to the new grant that was added for \$3,964,573.00. The proposed tax rate is .76918 and the current tax rate is .7700. New tax revenue rate is .71665 and the voter approved tax rate is .76919.

Commissioner Hinojosa asked what the tax rates are in the budget. Mr. Sosa responded that the proposed tax rate is .76918.

Commissioner Lopez asked if the commission was going to hear from staff.

Mr. Sosa responded that due to the fact that there were some major cutbacks in all departments, due to the shortfall the city was in. There was not very much change deleted from the budget to make budget and some of the positions that were cut. He further stated that they didn't think it was necessary to see what it was cut on each department because they went back and cut more from where they had already been cut for several years in the past.

Commissioner Lopez asked if Mr. Sosa had talked with the department heads to let them know where cuts had been made.

Mr. Sosa responded yes.

VI. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 5:57 p.m.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, TRMC, City Secretary

SEPTEMBER 2, 2025

A SPECIAL MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON TUESDAY, SEPTEMBER 2, 2025, 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
Edna Lopez, Commissioner
Norma Alvarez, Commissioner
Hector Hinojosa, Commissioner
Leo Alarcon, Commissioner

CITY STAFF PRESENT:

Charlie Sosa, Interim City Manager
Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
Derek Williams, Systems Administrator
Emilio Garcia, Health Director
Leticia Salinas, Accounting Manager
Juna J. Adame, Fire Chief
Diana Gonzales, Human Resources Director
Deborha Balli, Finance Director
John Blair, Police Chief
Connie Womack, Tourism Director
Manny Salazar, Economic Development
Bill Donnell, Public Works Director
Erik Spitzer, Director of Planning and Development Services

I. Preliminary Proceedings.

OPEN MEETING

Mayor Fugate opened the meeting at 5:00 p.m. with all five commission members present.

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

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

MINUTES OF PREVIOUS MEETING(S)

Regular Meeting-July 14, 2025

Regular Meeting- August 11, 2025

Mayor Fugate stated that the only minutes that will be considered for approval are those from August 11, 2025. The July 14, 2025, will be scheduled for approval on September 22, 2025.

Motion made by Commissioner Lopez to approve the minutes of August 11, 2025, as presented, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Lopez, Alvarez, Hinojosa, Alarcon, Fugate voting "FOR".

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

1. Public Hearing on proposed Fiscal Year 2025-2026 budget for the City of Kingsville, Texas. (Finance Director).

Mayor Fugate read and opened this public hearing at 5:02 p.m. Mayor Fugate further announced that this is a public hearing. If anyone would like to speak on behalf of this item, they may do so now with a five-minute limit. Additional time cannot be extended by the City Commission.

Mr. Erik Spitzer, Director of Planning and Development Services, stated that he has a concern that he would like to bring to the Commission's attention regarding the projected revenues for his department, the Planning Department, which are significantly more for next year than he plans. He is concerned that some of the figures are being used, he does not want them to be misconstrued for next year if his team does not bring in twice what they are expected to bring in this year. He stated that he has brought this to the attention of the staff, and it is not being addressed, and he is not being answered. He is bringing this up to the commission for their awareness and let them tell him where he is mistaken or doesn't understand it. But the surplus in the amount of \$300,000 more in projected revenue, more than what he has brought in this year, with no large projects coming in, he doesn't want his team to be held accountable for the projected revenue. He further stated that he understands that this isn't his budget, but as for his projection, he would like that to be brought up and heard.

There being no further action, Mayor Fugate closed this public hearing at 5:05.

2. Public Hearing on a proposed tax rate decrease from \$.77000 to \$.76918 for Fiscal Year 2025-2026 with \$.76918 being an increase in the no new revenue rate of \$.71665; the vote on the tax rate will be on September 8, 2025, at 5pm in the Helen Kleberg Groves Community Room, City Hall, 400 W. King, Kingsville, Texas. (Finance Director).

Mayor Fugate read and opened this public hearing at 5:05 p.m. Mayor Fugate further announced that this is a public hearing. If anyone would like to speak on behalf of this item, they may do so now with a five-minute limit. Additional time cannot be extended by the City Commission.

There being no further action, Mayor Fugate closed this public hearing at 5:06.

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 Services - Information, Investment Report, Quarterly Budget Report, Monthly Financial Reports; Police & Fire Department – Grant Update, Police & Fire Reports; Street Updates; Public Works-Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, Administration –Workshop Schedule, Interlocal Agreements, Public Information, Hotel Occupancy Report, Quiet Zone, Proclamations, Health Plan Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project, Financial Advisor, Water And Wastewater Rate Study Presentation. No formal action can be taken on these items at this time." **The vote on the budget & tax rate will be held at 5:00 p.m. on September 8, 2025 at City Hall in the Helen Kleberg Groves Community Room, 400 W. King Avenue, Kingsville, Texas 78363.**

Mr. Charlie Sosa, City Manager, gave a brief report on street projects. He further announced the date and time for the groundbreaking of Fire Station No. 3.

Ms. Courtney Alvarez, City Attorney, reported that the next regular city commission meeting is scheduled for Monday, September 8, 2025. The second meeting for September is scheduled for September 22, 2025, with a deadline for staff to submit their agenda items of September 9, 2025.

IV. Public Comment on Agenda Items.³

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

Mrs. Mary Valenzuela, City Secretary, read a public comment on behalf of Lance Hamm, 912. South Creek. The comment read as follows: Lance Hamm, 912 South Creek. I submit the following comments as my personal opinion, and timed to be under 3 minutes. I consider all five city commissioners to be a friend. I want them all to be treated fairly and to succeed. To avoid lawsuits, I have repeatedly advised all five commissioners to take action to enforce violations of the Charter. If city voters want to exercise their right to a recall process, have at it. I couldn't care less. In the end, the voters will ultimately decide if a commissioner is removed from office. But I do care if the recall process becomes unfair to any city voter or any commissioner and I do care if City Charter violations occur in the process. What is not my opinion, but rather a statement of fact, is that "the City Charter was violated at least three times prior to the Commission's vote on the recall election on July 14th, making that vote illegal and void in the eyes of the Charter." The three commissioners who voted down the recall election were in the "RIGHT," because not "all requirements" in the City Charter for a recall election had been met. The requirements for a recall election that were not met were these three violations of the City Charter; 1. Violation that the recall petition "shall" be returned within 30 days, 2. Violation that the pages of the recall petition "shall" have a statement of "distinct and specific" charges for removal, and 3. Violation that the City Secretary "shall" present the certified petition to the City Commission (on the Charter "specific" date of 23 June 2025). The petition is addressed to the "City Commission," so each Commissioner should have received a "free" copy of the petition on June 23rd for their personal examination and possible comments on Charter discrepancies. In contrast to what the Mayor said at the last meeting relating to a "non-agenda" item, the only oath that will be violated by any of the City Commissioners is their oath to enforce the City Charter, which will be violated if the recall petition is not rejected, retroactively to June 6th, effectively correcting the first violation of the city charter relating to the recall process this Summer. Simply, it's the Commissioners' duty to enforce the City Charter, so please Commissioners, do your "duty" that you were elected to do and call an immediate Special Meeting to reject the recall petition, retroactively effective June 6th (the day after the deadline for acceptance of the petition). Otherwise, the District Court will tell you to do that "duty" very soon, exactly what the plaintiff in the lawsuit is asking the Court to do, which is to order all five City Commissioners to enforce the City Charter, correcting one violation at a time chronologically. Thank you for your consideration.

V.

Consent Agenda

Notice to the Public

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

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

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

None.

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

1. Review and discuss proposed fiscal year 2025-2026 budget for departments of the City of Kingsville. (City Manager).

Commissioner Alvarez asked that with regard to what Mr. Erik Spitzer commented, what is the reason for the overage?

Mr. Sosa responded that when staff projected the proposed budget for the Planning Department, staff took into account the expenditures that were being paid to Bureau Veritas for the six months that they were doing the inspection review and inspections for the Planning Department. He further stated that what staff did was get those numbers and figure them, and multiply them by 12. Sosa stated that yes there is some proposed projects that are coming, which he is not at liberty to talk about, but will be coming into Kingsville. According to the projections that staff made plus what is proposed that is coming, there is where staff came up with the revenues for next year's budget.

Commissioner Alvarez asked if Mr. Spitzer is aware of these future projects that will be coming into Kingsville. Mr. Sosa responded no.

Commissioner Hinojosa stated that last year's budget, staff took into consideration the 235 homes that Somerset was going to build. Hinojosa asked how far away the city is from having those homes completed.

Mr. Sosa responded that they have spoken with the developer and at this time the developer, which is in conjunction with the landowner, has scaled back on the project. Sosa stated that the developer will not be building all these homes at one time. The developer has spoken with the landowner and told them that the whole company is scaling back and they will be building between 25 to 40 homes per year. Sosa further stated that as he has some knowledge being a developer himself, that when you spend that type of money you would have to build all the homes at one time in order for you to get your money back. It is not cost-effective for the landowner to go in and put in all the infrastructure and be on the hook for 25 to 40 homes per year. This would be astronomical a payback for the landowner to payback the cost of 25 to 40 homes per year. He further stated that the last time they spoke, the landowner is seeking other developers to come in to see if they can find someone to come in and build all the homes if he is to put in all the infrastructure. Mr. Sosa stated that this is where we are at, on this development.

Commissioner Lopez asked that the commission hear from Mr. Spitzer, as he has a concern.

Mr. Spitzer stated that the commissioner brought up the main concern, which is Somerset. It is unknown and as he is still a fairly new employee and new to this budget process, not due to any budget he ran while in the military. Spitzer stated that he does take it seriously and when he doesn't make his numbers, realizing that his revenues and his department provides definitely goes into the calculus to see whether they are positive or negativity for next year, he just wants to make sure that what he thinks, and knowing that it is not his budget or know all the details, because we counted last year, FY 24-25, to date, they have pulled \$320,500. He stated that he is short in making the budget, which is not good, by \$188,000 due to none of the homes being built. This is one of the reasons he based for last year's budget on. Spitzer further commented that for this upcoming budget, he did not count on anything happening at Somerset, and that amount, although a little less, projected next year than what he has today total was \$303,000. The proposal is \$606,000. Spitzer stated that he just wants this information brought up as it is a significant difference, in his opinion. He further stated that his concern is that he does not want that dollar amount to be a guarantee that that would need to come from his department for the new fiscal year.

Mayor Fugate asked Mr. Spitzer if, when the budget was being prepared and he sat with the City Manager to discuss his particular budget, this issue had come up then.

Mr. Spitzer responded Yes. He further stated that he has emails that he sent every other week, hoping not to have to bring this to the commission's attention.

Commissioner Alvarez asked Mr. Sosa, how certain are those other projects, which can not be mentioned. Will they happen this year? Can this money be placed in another account until these projects get approved.

Mr. Sosa responded that the way they constructed the budget, to make the budget, it was based on information that they had and in order to complete the budget to where it needed to be, there is where they use the numbers from. He further stated that it is huge matrix of numbers that make up the budget, which involves all the departments.

Commissioner Alvarez thanked Mr. Spitzer for bringing this to the commission's attention.

Mr. Spitzer stated that as the fee increases were approved for abatements, that amount increased significantly. They had only planned on bringing in \$15,000, and today they are at about \$13,000. What is not being seen is the amount of over \$100,000 that is still owed to the city for all the abatements that have not been collected.

Commissioner Hinojosa commented that he knows preparing a budget is not easy, as some projections are met and others are not. Balancing the budget is not an easy job. He further stated that he can see the concern, but this is a moving target that, as revenues come in and expenses come in, the budget can always be amended during the year.

Commissioner Lopez commented that this budget process raises several concerns for her. Notably, the commission has not heard from any department heads. Furthermore, the expectation for a particular department seems inflated, which has already been addressed. Lopez further commented that cutting employee hours or laying off staff is very concerning to her. No employee COLA's is even more concerning to her, and improving TMRS is a positive step, but certain employees need immediate financial support rather than waiting until retirement. Health insurance rates are increasing. She further stated that the written criteria that the City Manager said he had and would provide her regarding the positions being eliminated or having hours reduced were not provided to her, even though she requested it on July 16th and several other times. The budget workshops are notable for the absence of questions and comments. Lopez stated that she missed not hearing, don't tell me, show me. This process is not consistent with our established protocols. Additionally, citizens watching these meetings are expressing concerns about the limited information being provided.

2. Consider introduction of an ordinance adopting the City Manager's budget, as amended, of the City of Kingsville, Texas, and appropriating funds for the fiscal year beginning October 01, 2025, and ending September 30, 2026, in the particulars hereinafter stated. (Finance Director).

Introduction item.

3. Consider introduction of an ordinance establishing and adopting the ad valorem tax rate for all taxable property within the City of Kingsville, Texas for fiscal year beginning October 01, 2025, and ending September 30, 2026, distributing the tax levy among the various funds, and providing for a lien on real and personal property to secure the payment of taxes assessed. (Finance Director).

Introduction item.

4. Consider taking no action to approve the budget until the City Commission meeting to be held on Monday, September 8, 2024. (Finance Director).

No action or discussion taken.

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

Introduction item.

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

Introduction item.

7. Consideration and introduction of an ordinance amending the City of Kingsville Code of Ordinances Chapter III-Administration, Article 1-City Commission, Section 10-Agenda, to provide for repeal of electronic submission of comments. (City Secretary).

Introduction item.

VI. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 5:26 p.m.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, TRMC, City Secretary

SEPTEMBER 8, 2025

A SPECIAL MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, SEPTEMBER 8, 2025, 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
Edna Lopez, Commissioner
Norma Alvarez, Commissioner
Hector Hinojosa, Commissioner
Leo Alarcon, Commissioner

CITY STAFF PRESENT:

Charlie Sosa, Interim City Manager
Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
Kyle Benson, IT Director
Derek Williams, Systems Administrator
Emilio Garcia, Health Director
Leticia Salinas, Accounting Manager
Juan J. Adame, Fire Chief
Diana Gonzales, Human Resources Director
Deborha Balli, Finance Director
John Blair, Police Chief
Connie Womack, Tourism Director
Manny Salazar, Economic Development
Bill Donnell, Public Works Director
Erik Spitzer, Director of Planning and Development Services
Charlie Cardenas, City Engineer
James Creek, Captain
Susan Ivy, Parks & Recreation Director
Raul Soliz, Human Resources Specialist-Safety Training

I. Preliminary Proceedings.

OPEN MEETING

Mayor Fugate opened the meeting at 5:00 p.m. with all five commission members present.

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

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

MINUTES OF PREVIOUS MEETING(S)

Regular Meeting – July 28, 2025

Motion made by Commissioner Alvarez to approve the minutes of July 28, 2025, as presented, seconded by Commissioner Hinojosa and Commissioner Alarcon. The motion was passed and approved by the following vote: Lopez, Alvarez, Hinojosa, Alarcon, Fugate voting “FOR”.

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 Services - Information, Investment Report, Quarterly Budget Report, Monthly Financial Reports; Police & Fire Department – Grant Update, Police & Fire Reports; Street Updates; Public Works-Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, Administration –Workshop Schedule, Interlocal Agreements, Public Information, Hotel Occupancy Report, Quiet Zone, Proclamations, Health Plan Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project, Financial Advisor, Water And Wastewater Rate Study Presentation. No formal action can be taken on these items at this time.” **The vote on the budget & tax rate will be held at 5:00 p.m. on September 8, 2025, at City Hall in the Helen Kleberg Groves Community Room, 400 W. King Avenue, Kingsville, Texas 78363.**

Mr. Charlie Sosa, City Manager, reported on street projects that are occurring around the city. Mr. Sosa further announced the groundbreaking event taking place on Thursday, September 10, 2025, at 10:00 a.m. for Fire Station No. 3.

Ms. Courtney Alvarez, City Attorney, reported that the next city commission is scheduled for Monday, September 22, 2025. The deadline for staff to submit their agenda items for said meeting is set for Tuesday, September 9, 2025.

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)

Motion made by Commissioner Lopez to approve consent agenda items 1, 2, and 5 as presented, moving items 3 and 4 to the regular section of the agenda for discussion, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Alvarez, Hinojosa, Alarcon, Lopez, Fugate voting “FOR”.

1. Motion to approve the final passage of an ordinance amending the Fiscal Year 2024-2025 Budget to appropriate funding for Emergency Repairs to the Golf Course Pump Station. (Parks Director).

2. Motion to approve the final passage of an ordinance amending the Fiscal Year 2024-2025 Budget to accept and expend grant funds from the Coastal Bend Regional Advisory Council Grant for Fire Department medical supplies. (Fire Chief).

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

Mrs. Deborah Balli, Finance Director, stated that this item is for the increase in water rates. In the proposed budget, there is an 8% increase in water rates for next year. She further stated that this was mainly to balance the budget for the utility fund.

Commissioner Lopez stated that it wasn't mainly to balance the budget, it is part of a water study that the city has.

Mrs. Balli responded that this was correct, as it is part of a rate study that Mr. Grady Reed has done for the city, of which he is working on the next one. The increases came from Grady's rate study that he did, but the city needed those increases to balance the utility fund.

Mayor Fugate stated that in the past, the city hasn't always followed Grady's recommendation, which, at times, the city had to play catch-up.

Mrs. Balli stated that with the proposed budget for the utility fund incorporating these rates, increases for water and sewer, the city is at 25.04% estimated end next year with. These increases were needed to balance the budget and to meet the city's 25% minimums.

Commissioner Lopez commented that she just wanted to make sure that the public knew this as they may think it was only raised to balance the budget.

Commissioner Hinojosa asked when the water rate study was done.

Mrs. Balli responded that it was done about 4 to 5 years ago, as there were a couple of years at the beginning that no action was taken on those increases. So now, we have been playing catch-up for the last several years because of that.

Commissioner Lopez commented that the memo states it was August 11, 2023, when the study was completed.

Mrs. Balli stated that he had done an original, maybe 5 years ago, then he updated it in 2023.

Motion made by Commissioner Hinojosa to approve the final passed of an ordinance amending the City of Kingsville Code of Ordinances Chapter V, Article 3, Water, providing for an increase in water rates, seconded by Commissioner Alarcon. The motion was passed and approved by the following vote: Hinojosa, Alarcon, Lopez, Alvarez, Fugate voting "FOR".

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

Mrs. Balli stated that the sewer rate percentage is 5% for next year. This is also based on the same study as the water rates.

Mayor Fugate commented that Mr. Grady Reed has been performing these studies for the city for many years. All the city is doing now is playing catch-up with these increases.

Mrs. Balli stated that Mr. Grady Reed is affiliated with HDR Engineering.

Ms. Alvarez commented that the study looks at the cost of the products, the cost to provide the service, and compensation schedules, and analyzes all of these, now projected a year or two into the future, to come up with a rate that will help support providing the service as the city cannot give service for free.

Commissioner Lopez asked for clarification on the percentage that will be increased by.

Mrs. Balli responded that it is a 5% increase.

Motion made by Commissioner Alvarez to approve final passage of an ordinance amending the City of Kingsville Code of Ordinances Chapter V, Article 2, Sewers, providing for an increase in sewer rates, seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Alarcon, Lopez, Alvarez, Hinojosa, Fugate voting "FOR".

5. Motion to approve the final passage of an ordinance amending the City of Kingsville Code of Ordinances Chapter III-Administration, Article 1-City Commission, Section 10-Agenda, to provide for repeal of electronic submission of comments. (City Secretary).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

6. Consideration and approval of final passage of an ordinance adopting the City Manager's budget, as amended, of the City of Kingsville, Texas, and appropriating funds for the fiscal year beginning October 01, 2025, and ending September 30, 2026, in the particulars hereinafter stated. (Finance Director).

Mrs. Balli stated that the budget that is being proposed for FY 25-26 is \$104,141,646.37. Of this total, our general fund minimum requirements were estimated to end with 25.64% and the utility fund sits at 25.04% for next year, for end of the fiscal year. Current fiscal year original budget is \$116,179,345.63. As the city gets its grants paid down, is the reason why the budget went down for next year.

Motion made by Commissioner Hinojosa, I move to approve the final passage of an ordinance adopting the City Manager's budget, as amended, of the City of Kingsville, Texas, and appropriating funds for the fiscal year beginning October 1, 2025 and ending September 30, 2026 in the particulars hereafter stated, seconded by Commissioner Alarcon. The motion was passed and approved by the following vote: Hinojosa, Alarcon, Alvarez, Fugate voting "FOR". Lopez voting "AGAINST".

7. Consideration and approval of ratification of the property tax increase reflected in the 2025-2026 Annual Budget of the City of Kingsville. (Finance Director).

Mrs. Balli stated that the proposed tax rate we are proposing a tax rate of .76918, and it will raise \$691,964 in additional tax revenues, of which \$54,447 of that amount comes from new property added to the tax roll for this year.

Motion made by Commissioner Alvarez, I move to ratify the property tax increase reflected in the 2025-2026 Annual Budget of the City of Kingsville, seconded by Commissioner Hinojosa and Commissioner Alarcon. The motion was passed and approved by the following vote: Alarcon, Lopez, Alvarez, Hinojosa, Fugate voting "FOR".

8. Consideration and approval of final passage of an ordinance establishing and adopting the ad valorem tax rate for all taxable property within the City of Kingsville, Texas for fiscal year beginning October 01, 2025, and ending September 30, 2026, distributing the tax levy among the various funds, and providing for a lien on real and personal property to secure the payment of taxes assessed. (Finance Director).

Mrs. Balli stated that the proposed tax rate is .76918, which is included in the budget. The no-new revenue tax rate was .71665, and the voter-approved rate was .76919. The

current tax rate for this current year is .77000. Of the proposed tax rate, our Maintenance and Operations portion of that tax rate is .61273 and the debt service is .15645.

Motion made by Commissioner Alarcon, I move that the property tax rate be increased by the adoption of a tax rate of \$0.76918, which is effectively a 7.33 percent increase in the tax rate, by approving final passage of an ordinance establishing and adopting the ad valorem tax rate for all taxable property within the City of Kingsville, Texas for fiscal year beginning October 1, 2025 and ending September 30, 2026, distributing the tax levy among the various funds, and providing for lien on real and personal property to secure the payment of taxes assessed, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Lopez, Alvarez, Hinojosa, Alarcon, Fugate voting "FOR".

9. Consideration and introduction of an ordinance amending the City of Kingsville Code of Ordinances by amending Chapter III, Article 7, Personnel Policies and approving the Classification and Compensation Plan reflected in the FY25-26 Budget. (Human Resource Director).

Mrs. Diana Gonzales, Human Resources Director, stated that in preparation for the beginning of each new fiscal year, the City of Kingsville Classification & Compensation Plan is brought before the City Commission. This plan includes all non-civil service positions and incorporates classification and title changes included in the City Manager's budget. See attached proposed FY25-26 City of Kingsville Classification & Compensation Plan which notes changes from the FY24-25 plan. Changes from FY24-25 to FY25-26: Position Removal: Class 14 A/P Specialist and Building Inspector; Class 18 Foreman Meter Readers; Class 22 Senior Planner/Historic Preservation Officer. Class & Title Changes: one Tourism Customer Billing & Services Rep. I (Class 11) to Media Specialist (Class 18). Title Change Only, no class changes: One Human Resource Specialist to Safety & Training Coordinator (Class 16); One Purchasing & Facilities Manager to Purchasing Manager (Class 24); One Economic Development Director to Economic Development Manager (Class 28). Title Removal Title No Longer Used: one Information Technology Manager (Class 27) Last utilized August 2023. Mrs. Gonzales stated that the Classification and Compensation Plan is drafted annually based on the City Manager's proposed budget and presented to City Commission for consideration. This plan pertains to all City of Kingsville employees except for civil service police and fire positions. The approximate financial impact of the wage schedule for *non-civil service* positions is \$15,438,642 which includes fringe benefits paid by the City such as (taxes, life insurance, health insurance, workers compensation, unemployment and TMRS retirement contributions) and is incorporated in the City Manager's proposed budget. The above number excludes the cost of civil service fire and police positions and their associated fringe benefits per collective bargaining agreements of approximately \$9,219,942. The total financial impact includes Continuation of Anniversary Program; Continuation of Longevity Program; and Continuation of Minimum Hiring Rate for Full and Part-time positions of \$15.45 per hour. To approve the recommended FY25-26 City of Kingsville Classification & Compensation Plan as presented and included in the City Manager's proposed budget.

Introduction item only.

10. Consider introduction of an ordinance amending the Fiscal Year 2024-2025 Budget to reallocate ARP funding. (Finance Director).

Mrs. Balli stated that the ARP funds are winding down, with all the projects scheduled to be completed by the end of December 31, 2025. This budget amendment is needed to reallocate the funding between GF ARP Fund 121 and UF ARP Fund 125. This is for the movement of funds and not a change to any slated project. This is a cleanup item for audit purposes.

Introduction item only.

11. Consideration and approval of a resolution authorizing the City Manager to execute an agreement with FreeIT Data Solutions, Inc. and a lease with LEAF Capital Funding, LLC for datacenter refresh project. (IT Director).

Mr. Kyle Benson stated that this item authorizes the purchase, installation, and configuration of 4 Nutanix hyperconverged nodes with software and support for 5 years to replace existing servers and storage arrays located in the City of Kingsville's primary datacenter. Funds to cover the annual cost of \$50,825.40 for five years are available through the General Fund as part of the FY 25-26 budget. The proposed 60-month lease includes deferred payments until October 2025 to allow for the purchase and delivery of equipment ahead of the expiration of the current licensing in late September.

Mayor Fugate asked how this would be funded. Mr. Sosa responded that it was included in the budget.

Motion made by Commissioner Alarcon to approve the resolution authorizing the City Manager to execute an agreement with FreeIT Data Solutions, Inc. and a lease with LEAF Capital Funding, LLC for datacenter refresh project, seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Alvarez, Hinojosa, Alarcon, Lopez, Fugate voting "FOR".

12. Consideration and approval of a resolution approving the updated City of Kingsville Federal Grant Financial Policies and Procedures. (re: advance payment requirements & reviewing invoices for cost allowability; for GLO compliance). (City Engineer).

Mr. Charlie Cardenas, City Engineer, stated that as part of the Texas General Land Office (GLO) Monitoring plan and report dated August 21, 2025, the city must formally adopt some amendments to the Local Financial Procedure document to comply with federal procurement regulations under 2 CFR §200, as required by the GLO for participation in the CDBG-MIT MOD Program. The amendment to this policy and procedure will include reviewing invoices for cost allowability and advance payment requirements.

Motion made by Commissioner Alvarez to approve the resolution approving the updated City of Kingsville Federal Grant Financial Policies and Procedures. (re: advance payment requirements & reviewing invoices for cost allowability; for GLO compliance), seconded by Commissioner Alarcon. The motion was passed and approved by the following vote: Hinojosa, Alarcon, Lopez, Alvarez, Fugate voting "FOR".

13. Executive Session: Pursuant to Section 551.074, Texas Government Code, Personnel Exception, the City Commission shall convene in executive session to deliberate the duties and compensation of the City Manager. (Commissioner Alvarez).

Mayor Fugate read both executive sessions and convened the meeting into closed sessions at 5:25 p.m. Before going into closed session, Commissioner Lopez asked if she could make a comment.

Commissioner Lopez commented that agenda item 14, she would like to note that this is not a correct or legal wording for this type of executive session. There is no code or cause number listed. She stated that when she received the agenda, she had no idea what would be discussed. It wasn't until she looked further down on the agenda where she saw that she figured, as she still doesn't know, that maybe one of those items would be one that they would be talking about. The agenda item only lists section 551.07, but it has no code which is a 1a or 1b after that. Lopez further stated that she does not know how anyone could be prepared to discuss something in executive session if there isn't enough

information. She also stated that the citizens have the right to know why the commission will be going into executive session, and citizens have the right to be able to make public comments on this item. There is no transparency for that agenda item. She stated that she has conversed with some of her retired city secretaries, and this is not the open meetings act words that. Lopez stated that this is not legal, and she knows that it will be said that it's been done before, but this doesn't matter; we have to do it right, and the wording is not correct. Commissioner Lopez commented that she will not be in attendance for that executive session.

Mayor Fugate asked Ms. Alvarez for her opinion as she is one to legalize this.

Ms. Alvarez responded that there are a couple of sections and until the commission goes into closed session and find out what it is that will be discussed then we will know which of those sections, but this does put the public on notice what we are going into executive session for. The Texas Attorney General's Office Open Meetings Act Handbook has some sample language and generally what they allow for action items or things are much more vague than what we put on our agendas. All you have to do is to notify the public what the topic is going to be so that they have the opportunity to show up or not. There is not really an opportunity to comment on executive sessions, but they do have the opportunity to comment on the action items that follow or precede the executive sessions.

The commission went into executive session at 5:29 p.m. In the executive session were the five commission members, the City Attorney, and the City Manager.

Commissioner Lopez exited the executive session at 5:57 p.m.

The executive session ended at 6:01 p.m. Mayor Fugate reconvened the meeting into open session at 6:02 p.m.

14. 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. (Commissioner Alvarez).

15. Consideration and approval of a resolution authorizing the Mayor to execute a City Manager Employment Agreement with Charles L. Sosa. (City Manager).

Mayor Fugate announced that there will be no action taken on agenda item 15 until some amendments are made. The item will be brought back to commission at the next scheduled meeting, September 22, 2025.

No action was taken.

16. Consideration and approval of a resolution authorizing the City Manager to execute an Attorney Retainer Agreement with Gilberto Hinojosa & Associates, PC for Cause #25-377-D in the 105th District Court of Kleberg County, Texas, Tijerina v. City of Kingsville, Norma Nelda Alvarez, Hector M. Hinojosa, and Lionel "Leo" Alarcon. (Commissioner Alvarez).

Motion made by Commissioner Alvarez to approve the resolution authorizing the City Manager to execute an Attorney Retainer Agreement with Gilberto Hinojosa & Associates, PC for Cause #25-377-D in the 105th District Court of Kleberg County, Texas, Tijerina v. City of Kingsville, Norma Nelda Alvarez, Hector M. Hinojosa, and Lionel "Leo" Alarcon, seconded by Commissioner Hinojosa.

Commissioner Lopez stated that she has questions to ask because citizens need to know. Lopez asked if the city went out for bids to see who would give the city the best deal. How did this selection come about? Was there a committee to select this attorney, or did only one person decide? Was there an RFQ? Who looked at the criteria of this attorney? Do we have any recommendations from staff? Proper procedure was not followed, and we need to be transparent. Lopez stated that they had a list of attorneys that the city attorney placed on the dais for the commission at the last meeting, which should have been in the agenda packet. The hiring of this attorney does not comply and is not legal. The definition of conflict of interest is, a situation in which a person is in a position to derive personal benefit from actions or decisions made in their official capacity. Lopez asked, how is this not a conflict of interest. Citizens need to know that their taxpayers' dollars will fund this attorney. The power belongs to the people.

Mayor Fugate asked Commissioner Lopez who she is directing this to, as he is not sure, or is this just a statement she is making, as she has asked questions in there.

Commissioner Lopez responded that whoever wants to answer the questions.

Mayor Fugate asked who she would like to direct this to.

Commissioner Lopez responded to the city manager, as he will be the one to sign the retainer.

Mr. Sosa stated that the attorneys that were listed on the list were contacted. The attorney who was recommended is an attorney that some of the commissioners had already spoken to about the situation. Based on the question of going out for RFQ's, as it was under \$50,000. He stated that they proposed the cost for the attorney, after September 1st, the cost for going out for bids is now \$100,000, which he doesn't think it will exceed \$100,000 for the cost of the attorney.

Commissioner Lopez responded that Mr. Sosa doesn't know that.

Mr. Sosa responded that she is correct; he doesn't know that.

Commissioner Lopez commented that this is correct; we don't know how much it will be. She further stated that we also need to make sure that there is a person for point of contact, if this is going to happen, as we don't want everybody calling the attorney and racking up the fees. She further stated that we don't know what is going to happen and asked how much the retainer is. The commission hasn't been told how much the retainer will be.

Mr. Sosa responded that it is part of the contract.

Commissioner Lopez asked what that dollar amount is, as she didn't see it.

Ms. Alvarez responded that there wasn't a retainer; it's just an hourly rate that they will be at the end of every month.

Commissioner Lopez stated, but it wasn't part of the contract.

Ms. Alvarez stated that because there is no down payment required, there is no retainer required, it's just a billable hour billed to the city at the end of every month.

Commissioner Lopez stated that she believes this is one of the highest hourly rate attorneys from the list provided by Ms. Alvarez. This attorney was one of the most expensive one. She further stated that the reason she is saying and asking this is because this will be funded by taxpayer dollars. People are asking these questions. She further commented that the power belongs to the people...the power belongs to the people. Lopez further stated that every time she speaks with Mr. Sosa, he doesn't seem to answer her questions all the time, when she has questions she needs answered. She further stated that she did see where it stated and necessary charges, and asked what does this mean.

Mr. Sosa responded that she would have to ask that to an attorney, as he is not an attorney.

Commissioner Lopez responded that he would be the one signing the contract. She stated that this is troubling, Mr. Sosa signing a contract and he doesn't know what that means.

Mr. Sosa commented that Commissioner Lopez states that he never answers her questions, but this past weekend, she texted him three times.

Commissioner Lopez responded that she is talking about very important questions that don't get answered, but he does answer those questions about citizens, and these are important questions.

Mr. Sosa responded that those are important questions that he answered for her.

Commissioner Lopez responded that he does not, and gets brushed off.

Mayor Fugate asked how much money was budgeted for commission travel this year.

Mr. Sosa responded with the same amount as in previous years. Mayor Fugate asked if that would be \$6,000. Mr. Sosa responded yes.

Mayor Fugate commented that maybe the commission should put up each of the \$6,000 in travel funds to compensate the attorney fees, so this way the citizens aren't having to pay this.

Commissioner Alvarez commented that when the city has had to pay other people's legal fees, which she didn't think the city had to, those are employees who left, nobody questioned anything about that, and the city had to pay their legal fees.

Mayor Fugate commented that it had never come to the commission until after the fact. He stated that he would think about taking commission travel funds for attorney fees and possibly place an item on the next agenda for that, so that citizens won't have to pay for it. He further stated that he suspects that it may be more than \$30,000.

Commissioner Hinojosa stated that, without saying too much, as it is a litigation issue at this time, he stated that they should have some type of representation, the person that we chose, or I chose based on the information that was given to me, Hinojosa stated. He further stated that it is hard and the Mayor is asking where they will get the money, in the budget there is a line item where if the city doesn't have the money budgeted in a certain line item, they go to that line item, and they do it for everything else. Hinojosa further stated that he does not mind giving up his travel funds, but some of those funds have already been committed for the TML Conference. He further stated that if you look at \$375 times 40, it will be about \$18,000, and hopefully it will not cost that much. He stated that this is his take on this.

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

VI. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 6:11 p.m.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, TRMC, City Secretary

CONSENT AGENDA

AGENDA ITEM #1

City of Kingsville
Human Resource Department

TO: Mayor and City Commissioners
CC: Charles Sosa, City Manager
FROM: Diana Gonzales, Human Resource Director
DATE: August 26, 2025
SUBJECT: Ordinance – City of Kingsville Classification & Compensation Plan FY25-26

Summary: In preparation for the beginning of each new fiscal year, the City of Kingsville Classification & Compensation Plan is brought before the City Commission. This plan includes all non-civil service positions and incorporates classification and title changes included in the City Manager's budget. See attached proposed FY25-26 City of Kingsville Classification & Compensation Plan which notes changes from the FY24-25 plan.

Changes from FY24-25 to FY25-26

Position Removal

Class 14 – A/P Specialist and Building Inspector
Class 18 – Foreman-Meter Readers
Class 22 – Senior Planner/Historic Preservation Officer

Class & Title Change

1 – Tourism Customer Billing & Services Rep. I (Class 11) to Media Specialist (Class 15)

Title Change Only

1 – Human Resource Specialist to Safety & Training Coordinator (Class 16)
1 – Purchasing & Facilities Manager to Purchasing Manager (Class 24)
1 – Economic Development Director to Economic Development Manager (Class 28)

Title Removal – Title No Longer Used

1 – Information Technology Manager (Class 27) Last utilized August 2023

Background: The Classification and Compensation Plan is drafted annually based on the City Manager's proposed budget and presented to City Commission for consideration. This plan pertains to all City of Kingsville employees except for civil service police and fire positions.

Financial Impact: The approximate financial impact of the wage schedule for *non-civil service* positions is \$15,438,642 which includes fringe benefits paid by the City such as (taxes, life insurance, health insurance, workers compensation, unemployment and TMRS retirement contributions) and is incorporated in the City Manager's proposed budget. The above number excludes the cost of civil service fire and police positions and their associated fringe benefits per collective bargaining agreements of approximately \$9,219,942.

City of Kingsville
Human Resource Department

The total financial impact includes:

- Continuation of Anniversary Program
- Continuation of Longevity Program
- Continuation of Minimum Hiring Rate for Full and Part-time positions of \$15.45 per hr

Recommendation: To approve the recommended FY25-26 City of Kingsville Classification & Compensation Plan as presented and included in the City Manager's proposed budget.

CITY OF KINGSVILLE CLASSIFICATION & COMPENSATION PLAN

FISCAL YEAR 2024-2025 2025-2026

Year 1: Classes = 5% & Steps=4%

Class #

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
11	\$15.45	\$16.07	\$16.71	\$ 17.38	\$ 18.07	\$ 18.80	\$ 19.55	\$ 20.33
	Custodian				Kennel Attendant			
	Customer Billing & Services Representative I				Meter Reader Technician			
	Golf Pro Shop Attendant				Public Maintenance Worker			
	Grounds Maintenance Worker				Utility Worker			
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
12	\$ 16.22	\$ 16.87	\$ 17.55	\$ 18.25	\$ 18.98	\$ 19.74	\$ 20.53	\$ 21.35
	Administrative Technician				Plant Helper			
	Animal Care Attendant				Pump Operator			
	Customer Billing & Services Representative II				Services Technician			
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
13	\$ 17.03	\$ 17.71	\$ 18.42	\$ 19.16	\$ 19.93	\$ 20.72	\$ 21.55	\$ 22.42
	Animal Services Specialist				Intake & Placement Specialist			
	Customer Billing Specialist I				Light Equipment Operator			
	Deputy Clerk				Recycling Technician			
	Evidence Technician							
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
14	\$ 17.89	\$ 18.60	\$ 19.34	\$ 20.12	\$ 20.92	\$ 21.76	\$ 22.63	\$ 23.54
	A/P Specialist				Customer Billing Specialist II			
	Accounting Assistant				Inventory Technician			
	Administrative Assistant				Lab Technician			
	Building Inspector				Recreation Coordinator			
	Code Compliance Inspector				Telecommunications Operator			
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
15	\$ 18.78	\$ 19.53	\$ 20.31	\$ 21.12	\$ 21.97	\$ 22.85	\$ 23.76	\$ 24.71
	Administrative Coordinator				Payroll Specialist			
	Engineering Technician				Welder/Fabricator			
	GIS Technician				Wastewater Operator			
	Heavy Equipment Operator				Water Production Operator			
	Maintenance Technician				Media Specialist (previously Tourism Customer Billing & Svcs Rep.)			
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
16	\$ 19.72	\$ 20.51	\$ 21.33	\$ 22.18	\$ 23.07	\$ 23.99	\$ 24.95	\$ 25.95
	Human Resource Specialist				Safety & Training Coordinator			
					(re-titling 1 HR Specialist in charge of training)			
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
17	\$ 20.70	\$ 21.53	\$ 22.39	\$ 23.29	\$ 24.22	\$ 25.19	\$ 26.20	\$ 27.25
	Health Inspector I				Lead Telecommunications Operator			
	Help Desk Technician				Paralegal			
	Lead Maintenance Technician				Senior Heavy Equipment Operator			
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
18	\$ 21.74	\$ 22.61	\$ 23.51	\$ 24.45	\$ 25.43	\$ 26.45	\$ 27.51	\$ 28.61
	Crime Scene Specialist				Foreman - Parks & Recreation - Golf			
	Engineering Assistant				Foreman - Solid Waste			
	Foreman - Landfill				Foreman - Street			
	Foreman - Meter Readers				Foreman - Wastewater - Plants			
	Foreman - Parks & Recreation							

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
19	\$ 22.83	\$ 23.74	\$ 24.69	\$ 25.68	\$ 26.70	\$ 27.77	\$ 28.88	\$ 30.04

Health Inspector II

Health Inspector II

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
20	\$ 23.97	\$ 24.93	\$ 25.92	\$ 26.96	\$ 28.04	\$ 29.16	\$ 30.33	\$ 31.54

Project Engineer

Project Engineer

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
21	\$ 25.17	\$ 26.17	\$ 27.22	\$ 28.31	\$ 29.44	\$ 30.62	\$ 31.84	\$ 33.12
	Collection's Supervisor					Municipal Court Supervisor		
	Communications Coordinator					Special Events/Downtown Manager		

Collection's Supervisor

Communications Coordinator

Municipal Court Supervisor

Special Events/Downtown Manager

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
22	\$ 26.42	\$ 27.48	\$ 28.58	\$ 29.72	\$ 30.91	\$ 32.15	\$ 33.44	\$ 34.77
	Senior Planner/Historic Preservation Officer				Systems Administrator			

~~Senior Planner/Historic Preservation Officer~~

Systems Administrator

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
23	\$ 27.75	\$ 28.86	\$ 30.01	\$ 31.21	\$ 32.46	\$ 33.76	\$ 35.11	\$ 36.51
	Golf Course Superintendent				Parks Manager			

Golf Course Superintendent

Parks Manager

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
24	\$ 29.13	\$ 30.30	\$ 31.51	\$ 32.77	\$ 34.08	\$ 35.45	\$ 36.86	\$ 38.34
	Garage Supervisor					Wastewater Supervisor		
	Purchasing & Facilities Manager					Water Production Supervisor		
	Solid Waste Supervisor					Water Supervisor		
	Street Supervisor					Wastewater Collections/Stormwater Supervisor		

Garage Supervisor

Purchasing & Facilities Manager

Solid Waste Supervisor

Street Supervisor

Wastewater Supervisor

Water Production Supervisor

Water Supervisor

Wastewater Collections/Stormwater Supervisor

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
25	\$ 30.59	\$ 31.81	\$ 33.09	\$ 34.41	\$ 35.79	\$ 37.22	\$ 38.71	\$ 40.25

City Secretary

City Secretary

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
26	\$ 32.12	\$ 33.40	\$ 34.74	\$ 36.13	\$ 37.58	\$ 39.08	\$ 40.64	\$ 42.27
	Accounting Manager				Building Official			

Accounting Manager

Building Official

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
27	\$ 33.73	\$ 35.07	\$ 36.48	\$ 37.94	\$ 39.45	\$ 41.03	\$ 42.67	\$ 44.38
	Capital Improvements Manager				Information Technology Manager			

Capital Improvements Manager

Information Technology Manager

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
28	\$ 35.41	\$ 36.83	\$ 38.30	\$ 39.83	\$ 41.43	\$ 43.08	\$ 44.81	\$ 46.60

Economic Development Director
Economic Development Manager

~~Economic Development Director~~

Economic Development Manager

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
29	\$ 37.18	\$ 38.67	\$ 40.22	\$ 41.82	\$ 43.50	\$ 45.24	\$ 47.05	\$ 48.93

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$	39.04	\$ 40.60	\$ 42.23	\$ 43.92	\$ 45.67	\$ 47.50	\$ 49.40	\$ 51.38
Health Director								
Information Technology Director								
Park & Recreation Director								
Tourism Services Director								

Health Director

Information Technology Director

Park & Recreation Director

Tourism Services Director

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
31	\$ 40.99	\$ 42.63	\$ 44.34	\$ 46.11	\$ 47.96	\$ 49.87	\$ 51.87	\$ 53.94

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$	43.04	\$ 44.76	\$ 46.56	\$ 48.42	\$ 50.35	\$ 52.37	\$ 54.46	\$ 56.64

Human Resource Director

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
33	\$ 45.20	\$ 47.00	\$ 48.88	\$ 50.84	\$ 52.87	\$ 54.99	\$ 57.19	\$ 59.47
	Planning & Development Services Director				Public Works Director			

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
34	\$ 47.46	\$ 49.35	\$ 51.33	\$ 53.38	\$ 55.52	\$ 57.74	\$ 60.05	\$ 62.45
	City Engineer				Finance Director			

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
35	\$ 49.83	\$ 51.82	\$ 53.89	\$ 56.05	\$ 58.29	\$ 60.62	\$ 63.05	\$ 65.57
	Fire Chief				Police Chief			

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
36	\$ 52.32	\$ 54.41	\$ 56.59	\$ 58.85	\$ 61.21	\$ 63.65	\$ 66.20	\$ 68.85

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
37	\$ 54.94	\$ 57.13	\$ 59.42	\$ 61.79	\$ 64.27	\$ 66.84	\$ 69.51	\$ 72.29

Min	
\$ 10.00	

Seasonal/Temporary Employees

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

Step increases are calculated from Step placement at time of hire. Employees progress to the next Step upon completion of the following years: 1, 3, 6, 10, 15, 20, and 25th year or until reach Step 8.

The hourly chart shall be relevant to all employees (excluding executive officers and civil service employees) maintaining a position in the same CLASS, unless otherwise approved by the City Manager.

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

City of Kingsville Classification & Compensation Plan
~~FY 2024-2025~~ FY 2025-2026 Executive Officer Wage Schedule

	Minimum	Midpoint	Maximum
EXECUTIVE OFFICER – 1 City Manager	\$ 138,346	\$ 166,893	\$ 195,441
EXECUTIVE OFFICER - 2 City Attorney	\$ 105,406	\$ 139,444	\$ 173,481
EXECUTIVE OFFICER - 3 Municipal Court Judge	\$ 44,595	\$ 59,532	\$ 74,063

ORDINANCE NO. 2025-_____

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES BY AMENDING CHAPTER III, ARTICLE 7, PERSONNEL POLICIES AND APPROVING THE CLASSIFICATION AND COMPENSATION PLAN REFLECTED IN THE FY25-26 BUDGET; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

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

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

I.

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

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

The City of Kingsville Classification and Compensation Plan dated effective as of October 1, ~~2024~~ 2025 is hereby adopted by reference providing for certain classifications and positions as more particularly defined therein. Classified positions and incumbents thereof shall be subject to the terms and conditions of all policies incorporated by reference and adopted by the City Commission by resolution. All employees serve at will, at the pleasure of the City Manager, or designee, or at the pleasure of the City Commission if appointed by the City Commission, and shall have and continue such at-will status, notwithstanding any other provision of this Classification Plan, any other City Ordinance, or any rule or regulation of the City.

All Employees (excluding civil service personnel) of the City of Kingsville are placed on the City of Kingsville FY ~~2024-2025~~ 2025-2026 Employee Wage Schedule in a corresponding step for the specified position.

New hires shall be placed at the compensation Class for the designated positions. New hires may be placed in the Step within the designated Class corresponding to the years of experience the new employee brings to the City correlating to the designated duties of the position.

Employees promoted, transferred or temporarily assigned to a position in a higher classification range shall commence at a step of the higher Class. Each promoted, transferred or temporarily assigned employee shall then proceed to the next step after one (1) year in their current position and shall proceed to each step thereafter on the 3rd, 6th, 10th, 15th, 20th, and 25th year or until the employee reaches the final step of the compensation schedule.

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

Executive Level 1, 2, & 3 positions shall receive a cost of living adjustment when employees (excluding civil service personnel) receive a cost of living adjustment unless superseded by an employment agreement. The City Commission shall evaluate the performance of and recommend salaries for Executive Level 1, 2, & 3 positions each July to prepare for the up-coming fiscal year.

II.

THAT the FY25-26 Classification and Compensation Plan referred to in this ordinance and reflected in the City Manager's budget for FY2025-2026 be approved.

III.

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

IV.

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

V.

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

INTRODUCED on this the 8th day of September, 2025.

PASSED AND APPROVED on this the 22nd day of September, 2025.

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
Finance Department**

TO: Mayor and City Commissioners
CC: Charlie Sosa, Interim City Manager
FROM: Deborah Balli, Finance Director
DATE: August 25, 2025
SUBJECT: BA#46 – ARP Funding Reallocation

Summary:

The ARP Funds are winding down with all the projects scheduled to be completed by the end of December 31, 2025. This budget amendment is needed to reallocate the funding between GF ARP Fund 121 and UF ARP Fund 125. This is for the movement of funds and not a change to any slated project. This is a cleanup item for audit purposes.

Recommendation:

The Finance Department recommends approval of the submitted Budget Amendment.

ORDINANCE NO. 2025-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2024-2025 BUDGET TO REALLOCATE ARP FUNDING.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2024-2025 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#46

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 121 – GF ARP					
<u>Revenues</u>					
0000	Transfer	Transfer from Fund 125	75125	\$100,000	
Fund 125 – UF ARP					
<u>Expenditures</u>					
6900	Transfer	Transfer to Fund 121	80121	\$100,000	

[To amend the City of Kingsville FY 24-25 budget to reallocate ARP funding. Funding for this will come from the unappropriated fund balance of UF ARP. This is for the movement of funds and not a change to any slated projects.]

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 8th day of September 2025.

PASSED AND APPROVED on this the 22nd day of September 2025.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

REGULAR AGENDA

AGENDA ITEM #3

RESOLUTION NO. 2025-_____

RESOLUTION APPROVING THE CITY OF KINGSVILLE'S 2025 TAX ROLL AS SUBMITTED BY THE KLEBERG COUNTY TAX ASSESSOR-COLLECTOR PURSUANT TO THE TEXAS PROPERTY TAX CODE, CHAPTER 26, SECTION 26.09(E).

WHEREAS, the duly appointed Kleberg County Tax Assessor Collector has submitted the 2025 Tax Roll for the City of Kingsville; and

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

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

"The 2025 Tax Roll for the City of Kingsville is hereby approved pursuant to Section 26.09 (e) of the Texas Property Tax Code".

PASSED AND APPROVED by majority vote of the City Commission on the 22nd day of September, 2025.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

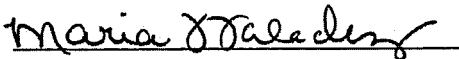
APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

**SUBMISSION OF THE 2025 TAX ROLL FOR THE CITY OF
KINGSVILLE PURSUANT TO SECTION 26.09(e) OF THE TEXAS
PROPERTY TAX CODE**

The 2025 Tax Roll for the City of Kingsville is hereby submitted for approval at the next regular scheduled meeting of the City of Kingsville Commissioner's Court. The 2025 Tax Roll is submitted for approval under Section 26.09(e) of the Texas Property Tax Code and was calculated in compliance with the same code by multiplying the values from the Certified Appraisal Roll plus/minus any changes in value approved by the Kleberg County Appraisal Review Board by the tax rate adopted by this governing body for the 2025 tax year. Values and taxes are at a ratio of 100% of appraised value. The 2025 Tax Roll for the City of Kingsville is stored in the Kleberg County Tax Office in compliance with the State Records Retention guidelines. A copy of the tax roll for reference purposes and convenient availability is filed with the Kleberg County Clerk's Office.

I, Maria Victoria Valadez, – Kleberg County Tax Assessor-Collector, hereby certify the figures from the 2025 Tax Roll as reflected on the attached summary page taken directly from the 2025 Tax Roll. I certify that the foregoing information, and the roll it represents is accurate and correct to the best of my knowledge. Certified and submitted this 15th day of September 2025.



**Maria Victoria Valadez
Kleberg County Tax Assessor-Collector**

Request Seq.: 4927374

CAD Seq.: 862495

Processing For Tax Year: 2025 County Code: 137 Tax Unit: ALL Roll Codes: ALL

Jurisdiction: 900 CITY OF KINGSVILLE

Total Parcels:	11,473	Tax Rate:	0.7691800	Opt Hom:	0.0000000
Market Value:	1,785,800,182	State Hom:	0	Opt O65:	8,400
		State O65:	0	Opt Disabled:	0
		Disabled:	0		

AG Exclusion Count:	147	AG Exclusion Amt:	19,309,538
Timber Exclusion Count:	0	Timber Exclusion Amt:	0
HS Capped Count:	3,462	HS Capped Amt:	101,860,877
NHS Capped Count:	2,843	NHS Capped Amt:	65,162,492
Assessed Value:	1,599,467,275		

Prorated-Exxv Cnt/Amt:	348	Low Income Housing Cnt/Amt:	1	1,939,545
Immed Residential Homestead Cnt/Amt:	21	Surviving Spouse Active Duty Cnt/Amt:	1	290,070
100% Exempt Vet Cnt/Amt:	225	Pro Motor Vehicles Cnt/Amt:	18	3,514,790
Charitable Org Cnt/Amt:	6	Hb366 Cnt/Amt:	194	247,570
Pro Misc Exempts Cnt/Amt:	1	Personal Use Vehicle Cnt/Amt:	42	444,010
Pro Charitable Functions Cnt/Amt:	4	Solar Exemption Cnt/Amt:	16	794,740
Surviving Spouse First Responder Cnt/Amt:	1			

State Homestead Count:	3,955	State Homestead Amt:	0
Local Homestead Count:	0	Local Homestead Amt:	0
State Over 65 Count:	0	State Over 65 Amt:	0
Local Over 65 Count:	1,767	Local Over 65 Amt:	13,821,252
Surviving Spouse Count:	8	Surviving Spouse Amt:	58,800
State Disabled Count:	0	State Disabled Amt:	0
Local Disabled Count:	109	Local Disabled Amt:	0
Total VET Count:	270	Total VET Amt:	2,919,824
*VET Surviving Spouse Count:	26	*VET Surviving Spouse Amt:	242,420
*included in the Total VET Count/Amt			

Partial Exempt Values:	16,799,876
Taxable Value:	1,316,713,794
Total Levy Amt:	10,135,204.37
2525D Count:	1
Late Rendition Penalty Count:	418
Frozen Account Count:	0
Frozen Homestead Value:	0
Frozen Taxable Value:	0
Unfrozen Levy Amt:	0.00
Frozen Levy Amt:	0.00
Frozen Levy Loss Amt:	0.00
Total Non-Exempt Parcel Count:	11,473

2525D Amt:	918.42
Late Rendition Penalty Amt:	6,386.13

AGENDA ITEM #4

**City of Kingsville
Engineering Dept.**

TO: Mayor and City Commissioners

CC: Charlie Sosa, City Manager

FROM: Juan Carlos Cardenas, P.E., City Engineer *JCC*

DATE: September 22, 2025

SUBJECT: Consider Approving Change Order No. 3 (CO-3) for Bid No. 24-04 for the General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Contract No. 22-082-016-D218 Project 6 – 10th Street Sanitary Sewer Improvements Project

Purpose:

Consider approving the General Land Office (GLO) Change Order No. 3 (CO-3) for Project 6, which deducts \$28,500.00 from the contract by removing unnecessary fiberglass manhole rehabilitation and eliminating concrete pavement repairs that were no longer required, while maintaining asphalt pavement point repairs. In addition, CO-3 provides a 99-day contract extension to allow for construction closeout activities, including final pay application processing, walkthrough, and related documentation.

Summary:

GLO Change Order No. 3 – Contract Price

Item	Description	Unit	Quantity	Unit Cost	Total
B3	Concrete Pavement Repairs	SY	-100	\$145.00	(\$14,500.00)
CO2-2	Fiberglass Manhole Rehabilitation	EA	-1	\$14,000.00	(\$14,000.00)

GLO Change Order No. 3 Total **(\$28,500.00)**

GLO Change Order No. 3 – Contract Time

Description	Calendar Days
Additional Contract Time	99

Revised Contract Price and Time **\$1,007,112.00 and 424 Calendar Days**



**City of Kingsville
Engineering Dept.**

CO-3 along with CO-1 and CO-2, will increase the original contract amount by 20.4% which is within the 25% allowed by the contract.

Background:

On February 10, 2025, City Commission approved General Land Office (GLO) Change Order No. 2 (CO-2) for Project 6, which substitutes 2,339 LF of 12" dia. cast-in-place pipe (CIPP) to 16" dia. pipe bursting using HDPE, deducting point repairs that are no longer required, rehabilitation of eight (8) manholes using fiberglass inserts (in lieu of spray-on coating rehabilitation), and reconstruction of bench and inverts of 18 existing sanitary sewer manholes. All recommendations are based on the condition of the pipe and manholes discovered CCTV inspection. CO-2 will add an estimated 60 calendar days to the contract time.

GLO Change Order No. 2 – Contract Price

Item	Description	Unit	Quantity	Unit Cost	Total
B1	Ex. Manhole Protective Coating (60MIL)	SY	-314	\$554.00	(\$173,956.00)
B2	Point Repair	EA	-6	\$19,000.00	(\$114,000.00)
CO2-1	16" Dia. Pipe Bursting Ex. 12" Dia. VCP with HDPE SDR 17	LF	2,339	\$108.00	\$252,612.00
CO2-2	Fiberglass Manhole Rehabilitation	EA	8	\$14,000.00	\$112,000.00
CO2-3	Reconstruct Bench and Invert	EA	18	\$1,900.00	\$34,200.00
CO2-4	Mobilization of Pipe Bursting Crew	LS	1	\$16,000.00	\$16,000.00

GLO Change Order No. 2 Total **\$126,856.00**

GLO Change Order No. 2 – Contract Time

Description	Calendar Days
Additional Contract Time	60

Revised Contract Price and Time **\$1,035,612.00 and 325 Calendar Days**



**City of Kingsville
Engineering Dept.**

CO-2 will increase the cost by 13.96%. The total amount of CO-1 and CO-2 increase is 23.8% which is within the 25% allowed by the contract.

Financial Impact:

Project 6 Change Order No. 3 will reduce the contract amount by \$28,500.00. Funding remains from Fund 113 Citywide Wastewater Collection System Improvements, with no additional appropriation required.

Recommendation:

Staff recommendations approving Change Order No. 3 for CDBG-MIT GLO Contract No. 22-082-016-D218 – Project 6 -10th Street. -Sanitary Sewer Improvements for a reduced cost of \$28,500.00 and additional contract time of 99 calendar days.

Attachments:

GLO Change Order No. 3

ICE Project 6 – CO 3 Recommendation Letter





August 25, 2025

Juan Carlos "Charlie" Cardenas, P.E.
City Engineer
City of Kingsville
400 W. King Ave.
Kingsville, TX 78363

Re: CDBG-MIT GLO Contract No. 22-082-016-D218 Project 6, (City of Kingsville Bid No. 24-04) – ICE CO 3 recommendation

Dear Mr. Cardenas,

This memorandum is in reference to ICE's recommendation to Change Order 3, in the reductive amount of \$28,500.00. This Change Order reduces fiberglass manhole rehabilitation and concrete pavement repairs. During construction, it was determined that one previously discovered manhole did not require fiberglass manhole rehabilitation.

Additionally, the concrete repairs from the original contract are no longer required due to point repairs being performed under asphalt pavement only. No point repairs were performed under concrete pavement, therefore requiring no concrete pavement repair. Asphalt repairs were performed due to pipe-bursting activities.

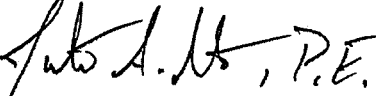
Due to unforeseen events, the construction was delayed before administrative closeout. It is ICE's recommendation to grant a 99-day contract extension to allow for construction closeout activities such as final pay application processing, walkthrough, and other documentation.

This Change Order along with Change Orders 1 and 2 will increase the original contract amount of \$836,495.00 by approximately 20.4%, which falls within the 25% allowance per the GLO contract. The adjusted contract amount with this change order will be \$1,007,112.00.

Therefore, it is ICE's recommendation to approve Change Order 3. The City of Kingsville has the final decision to approve/not approve change orders.

If you have any questions or need additional information, please contact me at (361) 826-5805 or julio@icengineers.net

Sincerely,


Julio A. Macias, P.E.
Project Engineer

RESOLUTION #2025-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER #3 TO THE CONSTRUCTION CONTRACT WITH PM CONSTRUCTION & REHAB, LLC FOR THE GLO CDBG-MIT CONTRACT 22-082-016-D218 PROJECT 6: 10TH STREET SANITARY SEWER IMPROVEMENTS PROJECT; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville (City) intends to make some sanitary sewer improvements through a General Land Office (GLO) Community Development Block Grant (CDBG) -Mitigation (MIT) program via Contract No. 22-082-016-D218 for Project 6: 10th Street Sanitary Sewer Improvements and went out for bids via BID #24-04;

WHEREAS, the three were bids received on February 20, 2024 responsive to BID #24-04 and after reviewing the bid submittals staff and the outside engineer (ICE) recommended the bid be awarded to the low bidder, which was Texas Pride Utilities, LLC, from Houston, Texas for \$714,814.00 but they were non-responsive, so it was then recommended the project be awarded to the next lowest bidder PM Construction & Rehab LLC in the amount of \$836,495.00 (vendor);

WHEREAS, the City awarded BID#24-04 for Project 6 that includes 5,478 LF of CIPP, manhole rehabilitation, point repairs, and pavement repairs to Vendor at a Commission meeting on May 13, 2024 for a total amount of \$836,495.00 to be completed within 180 days from the Notice to Proceed after the award;

WHEREAS, the City and Vendor worked to prepare a contract for GLO CDBG-MIT Contract No. 22-082-016-D218 Project 6: 10th Street Sanitary Sewer Improvements and the parties both agreed to the terms of the proposed contract for a total contract price of \$836,495.00 via Resolution #2024-50 on May 28, 2024;

WHEREAS, it was previously necessary to approve CO#1 and CO#2 that revised the total contract price to \$1,035,612.00 and revised the contract time to 325 calendar days;

WHEREAS, it is necessary to approve CO#3 to reduce the contract price by \$28,500 for repairs no longer needed and to increase the contract price by 99 days to allow for construction closeout activities and final pay application processing, walkthrough and related documentation, which will cause a revised total contract price of \$1,007,112.00 and a revised contract time of 424 calendar days;

WHEREAS, staff is recommending the City Commission approve the revised construction contract with vendor as presented for a total amount of \$1,007,112.00 with a contract time of 424 calendar day;

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

I.

THAT the City Commission approves and authorizes the City Manager to execute Change Order (CO) #3 to the Construction Contract for General Land Office (GLO) Community Development Block Grant (CDBG) -Mitigation (MIT) program via Contract No. 22-082-016-D218 for Project 6: 10th Street Sanitary Sewer Improvements between the City of Kingsville, Texas and PM Construction Rehab, LLC as per staff recommendation and 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
22nd day of September, 2025.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Construction Change Order Request

NOTE: Texas Local Government Code Sec. 262.031 "CHANGES IN PLANS AND SPECIFICATIONS" regulations apply. Generally, a cumulative increase in the contract price in excess of 25% or a cumulative decrease in excess of 18% are disallowed.

Subrecipient: City of Kingsville GLO Contract Number: 22-082-016-D218 Date: 8/25/2025

Engineer Name Address & Phone	Subrecipient Name, Address, & Phone Number:	Contractor Name, Address & Phone Number:
International Consulting Engineers 261 Saratoga Blvd. Corpus Christi, TX 78417 361-826-5805	City of Kingsville 400 W. King Ave. Kingsville, TX 78363 361-595-8040	PM Construction & Rehab, LLC 131 North Richey Street Pasadena, TX 77506 832-252-4800

Project #: 6 Bid Package #: 1 Change Order #: 3
Contract Origination Date: 5/28/2024 Project Description: Sewer line rehabilitation

You are hereby requested to comply with the following changes from the contract plans and specifications.

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Schedule etc.	Decrease in Contract Price	Increase in Contract Price
B3	Concrete Pavement Repairs, \$145.00/SY, -100 SY	14,500	
CO 2-2	Fiberglass Manhole Rehabilitation, \$14,000/EA, -1 EA	14,000	

See sheet 2 to add additional entries

Change in Construction Contract Price

Original Contract Price:	836,495.00
Cumulative Previous Change Order(s) Total:	199,117.00
Contract Price Prior to this Change Order:	1,035,612.00
Net Increase/Decrease of this Change Order:	-28,500

Change in Contract Time (Calendar Days)

Original Contract Time in Days:	180
Net Change from Previous Change Order(s) in Days	145
Contract Time Prior to this Change Order in Days	325
Net Increase/Decrease of this Change Order in Days:	99



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Construction Change Order Request

Contract Price with All Approved Change Orders:	1,007,112.00	Contract Time with All Approved Change Orders in Days:	424
Cumulative Percent Change in Contract Price (+/-)	20.40%	Subrecipient Contract End Date:	1/31/2027
Construction Contract Start Date:	6/17/2024	Construction Contract End Date:	8/15/2025

Reimbursements of costs included in this change order are subject to review by GLO-CDR.

***This document may be executed prior to submission for GLO-CDR review, but all parties involved will be held responsible if the change order or amendment warranted as a result of this change order is not in compliance with CDBG or HUD Requirements**

Subrecipient Signature	Julio A. Macias, P.E.	Contractor Signature
Sam Fugate, Mayor	Julio A. Macias, P.E., Project Engineer	David Jeffco, Project Manager
Subrecipient Name and Title (Printed)	Engineer Name and Title (Printed)	Contractor Name and Title (Printed)

Subrecipient Signature	Engineer Signature	Contractor Signature
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Justification for Change Order

1. Will this change order increase or decrease the number of beneficiaries? ☐ Increase ☐ Decrease ☒ No Change

If there is a change, how many beneficiaries will be affected?

Total LMI

2. Effect of this change on the scope of work: ☐ Increase ☒ Decrease ☐ No Change

3. Effect on operation and maintenance costs: ☐ Increase ☐ Decrease ☒ No Change

4. Are all prices in the change order dependent upon unit prices found in the original bid? ☒ Yes ☐ No

If "no", explain:

5. Has the change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction? ☐ Yes ☒ No

If "yes", is an environmental assessment required?



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Construction Change Order Request

-
- | | | | | |
|--|-------------------------------------|-----|--------------------------|----|
| 6. Is the Texas Council on Environmental Quality (TCEQ) clearance still valid (if applicable)? | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| 7. Is the CCN permit still valid? (sewer projects only) | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| 8. Are the disability access requirements/approval still valid (if applicable)? | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| 9. Are other Disaster Recovery contractual special condition clearances still valid? | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/> | No |

If "no", explain:

Disclaimer: The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.

AGENDA ITEM #5

**City of Kingsville
Engineering Dept.**

TO: Mayor and City Commissioners

CC: Charlie Sosa, City Manager

FROM: Charlie Cardenas, P.E., City Engineer

DATE: August 26, 2025

SUBJECT: Discuss, Consider, and Adopt an Amendment to the Local Procurement Policies & Procedures pertaining to the GLO Community Development Block Grant – Mitigation (CDBG-MIT) Hurricane Harvey fund, Infrastructure Contract Number # 22-082-016-D218.

Summary:

As part of a GLO Monitoring plan and report dated on August 21, 2025, the City of Kingsville must formally adopt a Local Procurement Policy and Procedures document to comply with federal procurement regulations under 2 CFR § 200, as required by the Texas General Land Office (GLO) for participation in the CDBG-MIT MOD Program. This policy outlines purchasing procedures, ethical standards, contractor eligibility, and required documentation for all federally funded procurements. In particular, this amendment will describe any disciplinary actions related to "conflict of interest" during the procurement process.

Background:

To maintain eligibility for CDBG-MIT funding and ensure federal compliance, the City must adopt procurement standards consistent with 2 CFR §§ 200.318–200.327. The amendment to this policy will include:

- Standards of conduct and ethics
 - **Disciplinary action for any conflict of interest.**

These procedures are designed to support transparent, competitive, and compliant procurement when using federal funds.

Financial Impact:

There is no direct financial impact to the City's General Fund. These policies are administrative in nature and ensure compliance with federally funded project requirements.



**City of Kingsville
Engineering Dept.**

Recommendation:

Staff recommends adoption of the attached Local Procurement Policy & Procedures as required by the GLO. This action will ensure full compliance with federal procurement guidelines and support the successful administration of the CDBG-MIT MOD Program under Contract No. 22-082-016-D218.

Attachments:

Federal Grant Procurement Policy – City of Kingsville



POLICY NO. 910.00 DISCIPLINARY PROCESS

It is the policy of the City to maintain an effective, productive, and disciplined work force in order to deliver quality and adequate services to the citizens of Kingsville. Each Employee is responsible for performing his job in a safe, productive, and effective way and within the instructions and standards established by his/her Department Director. In addition, Employees are expected to maintain acceptable standards of conduct in their employment. Department Directors are responsible for instructing Employees in job duties and responsibilities and communicating performance standards for the job. Department Directors accomplish this through job orientation, job instruction, coaching and informal discussions with the Employee.

This policy applies to non-probationary full time Employees. Those Employees governed by the provisions of Chapter 143 of the Texas Local Government Code (Civil Service), the City Manager, City Attorney, Municipal Judge, persons employed by an employment agreement signed by the City Manager, probationary, temporary, and seasonal Employees shall be exempted for the application of this policy, unless specifically stated otherwise herein. However, an opportunity for a response and hearing shall be afforded such Employees when the conduct charged has been publicized by the City to the extent that the reputation of the Employee is brought into dispute or the conduct charged constitutes the exercise of a constitutional right. The purpose of this policy is to give direction to Department Directors only. It confers no contractual or property rights upon any Employee, and all Employees are employed strictly on an at-will basis.

Procedures

These administrative procedures are established to provide appropriate guidelines in carrying out the policies of the City regarding the progressive disciplinary program. They are intended to address general application of the principles of disciplinary actions in typical situations. Disciplinary actions should recognize the importance of the City's responsibility to provide quality service delivery to the citizens. These procedures address a broad range of performance of duties and conduct problems. However, they are not intended to address every problem or situation which might arise. It is the responsibility of the Department Director to determine the nature, extent, facts and circumstances in each disciplinary action and use judgment in the application of these policies and procedures.

If an Employee demonstrates unsatisfactory performance of duties or unsatisfactory conduct problems, disciplinary actions are designed to help the Employee correct the problem and build a renewed commitment to the City and his job in an equitable and consistent manner.

Definitions for purposes of these Procedures shall be as follows:

Whenever the terms "Director of Human Resources or designee" or "authorized representative of the Department of Human Resources" are used, they shall mean the Director of Human Resources or, upon his absence or act of designation, the Human Resources Coordinator.

Whenever the term "Department Director" is used, it shall mean that person who is responsible for hiring the Employee and administering performance evaluations and disciplinary actions for that Employee.

General Criteria Governing Disciplinary Action

The Department Director may consider the following criteria in determining what disciplinary action is to be taken:

- Severity and kind of offense(s)
- Impact of the offense(s) on other Employees, the City and citizens
- Employee's length of service and work record
- Period of time since discussion with the Employee about a similar problem or recent disciplinary action for the same or similar problem

All or a combination of the following disciplinary measures may be taken depending upon the particular circumstances surrounding the Employee's conduct.

If a Department Director determines that the nature, severity and impact of the Employee's action(s) require severe disciplinary action, he should thoroughly investigate the situation, discuss it with and obtain approval of the Director of Human Resources prior to taking any action.

Responsibility and Authority Regarding Disciplinary Action

Department Directors are responsible for enforcing all City policies and procedures, accomplishing the goals and objectives of a division or department and maintaining the work performance, attendance and conduct standards among their Employees. They are vested with the authority to take appropriate disciplinary action under the directions and guidelines set forth in these procedures.

- The City Manager or Department Director or designated supervisor may issue an oral or written reprimand to an Employee under his responsibility, place an Employee on an Employee Action Plan, suspend an Employee without pay, or dismiss an Employee.
- Prior to any disciplinary action being administered, the Department Director will conduct a thorough examination of the situation before deciding to take any disciplinary action.
- All proposed disciplinary progress periods, suspensions or terminations shall be reviewed by the Director of Human Resources or his designee prior to any formal action being taken.
- All disciplinary actions for written reprimands, suspensions, Employee Action Plans and terminations will be properly documented, substantiating the action being taken and copies of documents required by this policy will be included in the Human Resources Department files.
- If a serious problem arises endangering the safety, health, or life of the Employee, another Employee, or citizen, the Department Director will immediately notify the City Manager and the Director of Human Resources. The City Manager has the authority to immediately place the Employee on administrative leave with or without pay. This will allow time to investigate, determine appropriate action and discuss alternate actions prior to formal action being taken.
- The City Manager and Assistant City Manager shall have authority to discipline a Department Director, or other direct reporting subordinate.

Examples of Conduct Subject to Disciplinary Action

Coaching and informal discussions are everyday responsibilities performed by Department Directors to ensure Employees are performing their jobs and conducting themselves in an acceptable manner. If a work performance, attendance, or conduct problem arises, the Department Director may coach and informally discuss the problem with the Employee. The objective is to assist the Employee in recognizing that a problem exists and develop effective solutions to correct the problem. Normally, the Employee corrects most problems in this manner. However, when informal discussions fail to bring about the appropriate changes in the Employee's behavior, formal disciplinary action may be taken.

The following actions are intended to be descriptive of reasons for disciplinary action and serve only as a guide to the types of problems for which disciplinary action, up to and including termination, may be appropriate. This listing is not intended to be exhaustive or exclusive of the types of conduct for which disciplinary action may be taken:

A. Work Performance

1. Sleeping (excluding shift firefighters) or engaging in unauthorized personal business during work hours;
2. Insubordination, the failure or refusal to comply with a supervisor's direction or instructions unless such directions or instructions are illegal, a violation of City policy, or endangering the life of another person, or damaging property;
3. Failure to appropriately respond in an emergency situation;
4. Failure to properly maintain prescribed records;
5. Failure to comply with City safety policies or procedures;

6. Failure to immediately report an accident on City premises involving an on the job injury or property damage, or an accident in which the employee is involved;
7. Incompetence, neglect of duty, negligence in the performance assigned duties, or unsatisfactory performance of essential or assigned job duties;
8. Concealing, falsifying, altering, misusing, or removing City files or records, including but not limited to time records and work records (paper, electronic, or otherwise);
9. Failure to accurately record time records, or recording the time of another employee;
10. Defrauding or attempting to defraud City of goods, services or money;
11. Giving false information to other agencies or to employees responsible for recordkeeping, failure to provide accurate and complete information whenever such information is required by an authorized person;
12. Making or reporting false claims;
13. Providing false testimony or information, or withholding information in the course of an official investigation, failure to provide statement or testimony or evidence in the course of an official investigation, failure to corroborate with an official investigation;
14. Failure to immediately report or disclose a violation of the law or a City policy to the appropriate supervisor, department director or the Human Resource Department;
15. Providing City files or records (paper, electronic or otherwise) to unauthorized persons;
16. Sharing a City key, identification card or passwords or codes with another employee or third party;
17. Unauthorized use or misuse of City funds, property or personnel;
18. Failure to treat other employees and the public in a courteous, productive, and respectful manner;
19. Failure to follow prescribed rules and regulations;
20. Violation of a City policy or procedure;
21. Conduct that brings discredit to the City;
22. Engaging in any conduct on or off the job, or on or off duty, that adversely affects the employee's credibility, effectiveness, or ability to perform the duties and responsibilities of the position held;
23. Threatening, intimidating, coercing, or interfering with another employee or supervisor at any time;
24. Failure to report for scheduled overtime work;
25. Making false statement or claims, or making misrepresentation to obtain sick leave, accident benefits, workers' compensation benefits, or other benefits;
26. Distracting the attention of other, or causing confusion by unnecessary shouting or demonstration on the job;
27. Boisterous or disruptive activity in the workplace;
28. Use of profane, abusive, or loud/boisterous language in the workplace;
29. Hindering, limiting or interfering with another employee's work;
30. Inability to work scheduled hours/days;
31. Working overtime without the City's prior approval;
32. Failure to inform the supervisor when leaving the work area for work break or meal period, or failure to report back to the work area at the conclusion of a work break or meal period, if requested by supervisor;
33. Use of another's computer sign-on or computer access code(s), or providing an individual's sign on or computer access code to a third party without proper authorization to gain unauthorized access to confidential or privileged information; and/or;
34. Engaging in any harassing or discriminatory conduct or conduct that violates another person's right or privacy.
35. Possession of, accessing, or viewing of offensive material while on duty or in the workplace.
36. Failure to meet or maintain specified conditions of employment, such as failure to obtain or maintain a license or certificate required as a condition for performing a job.
37. Engaging in unbecoming conduct, either on duty or in the workplace.

B. Attendance and Punctuality

1. Repeated tardiness, unexcused or excessive absenteeism, or absences which exhibit a pattern or trend;
2. Failure to report promptly to work at the scheduled starting time or leaving work before the scheduled quitting time, without specific approval of the supervisor;
3. Failure to observe the time limits and scheduling of meal, rest or other authorized breaks;
4. Failure to promptly notify the supervisor on each day of absence, unless such notice requirement is waived; and/or
5. Any unauthorized absence of three (3) or more workdays without notifying the supervisor.

C. Use of Property

1. Use of City Personnel, property, equipment or supplies for personal use or for other than approved activities;
2. Unauthorized posting or removing of notices or items from City bulletin boards;
3. Willful or intentional damage to City property, misappropriation, negligent or reckless use of City property; and/or
4. Unauthorized entry to City property, including entry outside of assigned hours of work or entry to restricted areas.

D. Employee Actions and Appearance

1. Fighting with, threatening, injuring, or attempting to injure another person;
2. Using abusive language towards employees, or other persons;
3. Unauthorized possession of weapons;
4. Making false or malicious statements concerning another employee, citizen, or the City;
5. Exhibiting the signs of being under the influence of alcoholic beverages or illegal drugs during working hours; the use of alcoholic beverages or illegal drugs during working hours; Illegal possession, use or sale of drugs on or off the job;
6. Illegal use of legal drugs;
7. Reporting for work under the influence of alcoholic beverages or illegal drugs;
8. Discrimination on the basis of race, sex, age, religion, national origin, citizenship, disability or veteran status;
9. Taking an adverse personnel action against an employee in retaliation for disclosing alleged wrongful conduct;
10. Falsification of resume or false or misleading statement in employment application materials or omission of material factual information;
11. Misrepresentation to obtain employment with the City;
12. Engaging in work activities for personal gain while on City time, including work performed while on sick leave, workers' comp leave or other paid City time;
13. Conviction of a felony;
14. Smoking or using tobacco products in other than designated areas;
15. Carrying, possession, or use of firearms, explosives, or other weapons while on duty or during work hours or on City premises, except when authorized in connection with City employment;
16. Soliciting or canvassing of employees during working hours except for work related reasons;
17. Gambling of any type on City premises;
18. Commission of any crime on City premises, such as theft of City property or private property from City premises, willful or intentional damage to City property or private property on City premises, possession of alcoholic beverages, illegal drugs, explosives, gambling devices or items, weapons on City premises except when authorized by law;
19. Charging personal long distance phone calls to the City;
20. Reading another employee's mail, correspondence, or email without express permission except as otherwise authorized by personnel policy
21. Listening to another employee's voice mail without express permission except as authorized by the personnel policy;
22. Giving false or misleading information to obtain a leave of absence;
23. Failure to comply with the uniform or dress code policy, including the wearing of identification badges and/or name tags;
24. Unauthorized or improper use of possession of uniforms, identification cards or badges; and/or
25. Failure to exercise good judgment, or being discourteous in dealing with another employee or the general public.
26. Preventable accidents see Driving Policy # 880.

Disciplinary Procedures

The following disciplinary process outlined below may be applied to an Employee whose performance of duties or personal conduct is unsatisfactory. These disciplinary procedures are not intended to establish a policy of progressive discipline and shall in no way prevent the Department Director from taking appropriate disciplinary action when the severity of the violation(s) warrants such action. The following are intended to be descriptive and serve only as a guide to the types of disciplinary responses which may be appropriate. This listing is not intended to be exhaustive or exclusive:

Reprimands

Oral Reprimand

- The Department Director shall discuss the situation with the Employee in private and make every effort to discover the reason(s) for the Employee's performance and advise the Employee of the necessary changes in his behavior to correct the problem.
- A report concerning the discussion and specific actions and agreements to correct the problem will be prepared by the Department Director for inclusion in the Employee's personnel file. (Appendix H-1)

The reprimand shall remain in the employee's personnel file.

Written Reprimand

The written reprimand (Appendix H-2) shall be issued by the Department Director when the Employee has demonstrated an inability to perform his job duties, or has had more than two unexcused absences or personal conduct problems. An Employee who demonstrates significant inability to perform his duties or a serious personal conduct problem may be issued a written reprimand without having been issued an oral reprimand or having discussed the problem with the Department Director. It is recommended that a written reminder or reprimand include the following information:

- The reason for the reprimand, including previous oral reprimands or informal discussion for the same or other violations.
- The effective date or dates of the reprimand.
- The specific change in behavior expected by the Department Director.
- The time frame allowed for improvement to occur.

A copy of the report shall be forwarded immediately to the Employee's official file in the Human Resources Department, the City Manager and the Employee.

Disciplinary Progress

Differences in the nature of the work unit, type of work performed, the type of performance problem and the severity of the impact on the organization, may require that different disciplinary actions be available that are responsive to both the needs of the Employees and the needs of the organization.

When the job performance of an Employee falls below the acceptable level, Department Directors should point out deficiencies to the Employee at the time they are observed. An Employee who continues to perform below the acceptable level may be placed on a formal program designed to improve performance. The Department Director should communicate this to the Employee orally and by presenting him with a memorandum (Employee Action Plan) including the following:

- The specific deficiencies observed in the Employee's performance of duties.
- The actions necessary to bring about improvement.
- The period of time in which improvement must occur.
- The specific dates and times during this period at which the Department Director shall meet with the Employee and discuss his progress in improving his performance.
- What further action will result if the Employee fails to show satisfactory improvement?

The Employee Action Plan should be signed by both the Employee and the Department Director. The Employee should understand that his signature indicates receipt of the document only, not necessarily acceptance of its contents. If the Employee refuses to sign, the Department Director should have a witness sign that a copy was given to the Employee. The original Employee Action Plan shall be placed in the Employee's permanent personnel file maintained in the Human Resources Department, and a copy given to the Employee.

If an Employee fails to demonstrate the necessary improvement as required in the Employee Action Plan upon completion of the disciplinary progress period, the Department Director may reassign, demote or dismiss the Employee.

If an Employee demonstrates sufficient improvement as required in the Employee Action Plan, the Department Director will discuss the improvements with the Employee and monitor the Employee's performance.

Nothing shall preclude a Department Director from proposing disciplinary action when an Employee commits an act of serious personal misconduct even though the Employee is completing an Employee Action Plan.

Suspension without Pay

- A Department Director may recommend a suspension without pay for up to 30 days. In determining the length of the suspension, the Department Director should consider the nature and severity of the conduct, impact on the organization and previous disciplinary actions. No disciplinary suspension or combination of suspensions will exceed 30 working days in a 12-month period. All proposed suspensions without pay will require the approval of the City Manager.
- Before an Employee is suspended, notice of the proposed disciplinary action shall be given to the Employee. The Employee may respond to the Department Director proposing the suspension within two (2) working days. While the response may be in oral or written form, the Department Director shall ensure that a face-to-face meeting with the Employee occurs to review the response, giving the Employee the opportunity to present facts on his behalf. After such response is made, the Department Director shall consider the response and render a written decision to the Employee.
- Even if the Employee fails to respond, he may be suspended without pay on the next day following the expiration of two (2) working days from the date of service of the notice of disciplinary action or as soon thereafter as determined convenient for the Department by the Department Director and as approved by the Director of Human Resources.
- In the event the Employee chooses to respond, and after reviewing the testimony and evidence presented by the Employee, if the Department Director decides the proposed suspension remains appropriate, the Employee shall be suspended without pay.
- An Employee who is suspended may request a hearing to review the action in accordance with the TEAM Review Process, even if he did not choose to respond to the proposed action.

Termination

A Department Director may propose that the Employee be dismissed from employment with the City. A Department Director proposing a dismissal must provide clear, specific and detailed justification for an action of dismissal. All dismissals will be reviewed by the Director of Human Resources and the City Attorney prior to action. The City Manager shall have final approval on all terminations.

With the exception of terminations that implicate an Employee's rights under the United States Constitution, upon the concurrent approval of the City Manager and City Attorney, after consultation with the Director of Human Resources, the City Manager may deviate from any or all of these procedures and summarily dismiss any Employee at any time for any reason or for no reason, with or without a hearing.

Probationary Employees

A probationary Employee may be disciplined or dismissed for any reason or for no reason without being afforded a hearing.

Approved: August 28, 2006

RESOLUTION #2025-_____

A RESOLUTION APPROVING A REVISED CITY OF KINGSVILLE FEDERAL GRANT PROCUREMENT POLICIES AND PROCEDURES; PROVIDING FOR REPEALING, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Kingsville (City) finds it in the best interest of the citizens of Kingsville that the City apply for grant funds to assist with funding community needs; and

WHEREAS, the City has previously applied for federal grants and part of the grant requirements are for the City to have certain procurement policies and procedures in place; and

WHEREAS, the City has already adopted some procurement policies and procedures but wants to ensure full compliance with current grant requirements it is hereby proposing the adoption of the attached "Federal Grants Procurement Policies and Procedures"; and

WHEREAS, it is the responsibility of the City, as the local government, to procure goods and services in compliance with federal regulations when managing projects financed in whole or in part with funds from federal grant programs, so the City adopted a Federal Grant Procurement Policies and Procedures on July 14, 2025 via Resolution on #2025-78;

WHEREAS, the City seeks to establish revised policies that govern the procurement practices of the City for federal grant programs;

WHEREAS, there is no direct cost to the City for approving the revised "Federal Grants Procurement Policies and Procedures" and the City Commission finds them to be in the best interest of the City.

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

I.

THAT the City Commission of the City of Kingsville approves the revised Federal Grants Procurement Policies and Procedures as per the documents attached hereto.

II.

THAT all prior resolutions in conflict with this resolution are hereby repealed.

III.

THAT this Resolution shall be effective upon its passage and approval.

PASSED AND APPROVED by a majority vote of the City Commission the 22nd day of September, 2025.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM

Courtney Alvarez, City Attorney

CITY OF KINGSVILLE

Procurement Policies and Procedures for Federal Grants

Policies

1. When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with §§ 200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by § 200.327. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in §§ 200.318 through 200.327, [and Appendix II to Part 200].
2. The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity. *See* 2 CFR §200.318(c)(1).
 - a. Disciplinary actions for a violation of “conflict of interest” policy of a City employee, officer or agent will be in accordance with the City’s Human Resources adopted manual policy 910.00 Disciplinary Process.
 - b. Furthermore, the contract between the vendor, contractor and consultants should be null and voided. Any monetary damages shall be agreed upon both parties for services rendered and may be subject to damages through the vendor, contractor and consultants bonding insurance.
3. All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and § 200.320. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:
 - a. Placing unreasonable requirements on firms in order for them to qualify to do business;
 - b. Requiring unnecessary experience and excessive bonding;
 - c. Noncompetitive pricing practices between firms or between affiliated companies;
 - d. Noncompetitive contracts to consultants that are on retainer contracts;
 - e. Organizational conflicts of interest;
 - f. Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
 - g. Any arbitrary action in the procurement process.
4. The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its

application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. *See* 2 CFR §200.319(c).

5. The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations: Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and; Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals. *See* 2 CFR §200.319(d)(1)(2).
6. The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period. *See* 2 CFR §200.319(e).
7. Noncompetitive procurements can only be awarded in accordance with § 200.320(c). *See* 2 CFR §200.319(f).
8. The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and §§ 200.317, 200.318, and 200.319 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.
9. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include, *See* 2 CFR §200.321:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
 - f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

General Procurement Standards

1. Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. *See* 2 CFR §200.318(b).
2. The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. *See* 2 CFR §200.318(h). *See also* 2 CFR §200.214.
3. The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. *See* 2 CFR §200.318(i).

4. The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction. *See* 2 CFR §200.318(k).

Procedures

Procurement Cycle Steps

The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. *See* 2 CFR §200.318(d).

Based on type and estimated cost of good/service as well as purchasing authority, purchaser determines the procurement method that will result in a best value acquisition for the City.

Contract Cost and Price - The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals. *See* 2 CFR §200.324(a).

The simplified acquisition threshold for federal procurement actions is currently set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908 as \$50,000, but this threshold is periodically adjusted for inflation. 2 C.F.R. §200.88.

The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.) *See* 2 CFR §200.88.

Cost analysis- The review and evaluation of the separate cost elements and profit in an offeror's or contractor's proposal (including cost or pricing data or information other than cost or pricing data), and the application of judgment to determine how well the proposed costs represent what the cost of the contract should be, assuming reasonable economy and efficiency.

Price analysis- The process of examining and evaluating a proposed price without evaluating its separate cost elements and proposed profit.

Solicitation- Any request to submit offers or quotations to the subrecipients. Solicitations under sealed bid procedures are called "invitations for bids". Solicitations under negotiated procedures are called "requests for proposals." Solicitations under small purchase procedures may require submission of either a quotation or an offer.

Receipt of Bids and Responses to Solicitation—Vendors submit their response to the solicitation.

Evaluation and Awards- The City reviews the responses from vendors, determines compliance with the solicitation and makes an award recommendation based on the pre-defined best value criteria.

The City will use one of the following five methods of procurement described at 2 CFR Section 200.320: procurement by micro-purchases, (2) procurement by small purchase procedures, (3) procurement by sealed bids, (4) procurement by competitive proposals, or (5) procurement by noncompetitive proposals.

1. Procurement by Micro-Purchases - Simplified Acquisition Procedures for Purchases Below Micro-Purchase Threshold

For purposes of this section, the micro-purchase threshold is \$10,000.

Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (\$200.67 Micro-purchase). To the extent practicable, the City must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

2. Procurement by Small Purchase Procedures

Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that cost less than the lesser of the Federal Simplified Acquisition Threshold or the \$50,000 threshold defined in state law (Local Government Code §262.003 for counties and §252.021 for municipalities. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

For service contracts that are under the small purchase threshold and do not fall under professional services as defined in Section 2254.002(2) of Local Government Code, the City may receive quotes and award the contract to any reasonable and responsible bidder. The local governing body has the final authority to award contracts.

3. Procurement by Sealed Bid for Construction Contracts and Materials Contracts

In order for sealed bidding to be feasible, the following conditions should be present:

- a. A complete, adequate, and realistic specification or purchase description is available;
- b. Two or more responsible bidders are willing and able to compete effectively for the business; and
- c. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

If sealed bids are used, the following requirements apply:

- a. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
- b. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- c. All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- d. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- e. Any or all bids may be rejected if there is a sound documented reason.

4. Procurement by Competitive Proposals - Professional Services Contracts

This method is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- a. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- b. Proposals must be solicited from an adequate number of qualified sources;
- c. The City must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- d. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- e. The City may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
- f. The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used. *See 2 CFR §200.324(d).*
- g. Federal Guidelines require negotiations of profit as a separate element of the price for each contract and modification in which there is no price competition and, in all cases, where cost analysis must be performed. *See 2 CFR §200.324(b).*

5. Procurement by Noncompetitive Proposals

This method may be used only when one or more of the following circumstances apply:

- a. The item is available only from a single source;
- b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- c. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request; or
- d. After solicitation of a number of sources, competition is determined inadequate.
- e. If the City determines that they would like to award the noncompetitive proposal, they will only do so after seeking approval from the funding agency and will not award until approval is obtained.

Cost Estimate, Cost/Price Analysis, and Profit Negotiation

The City will conduct an "independent analysis" to evaluate cost and price prior to review of proposals, in order to assure that the proposed costs are allowable, reasonable, and allocable. To determine the reasonableness of proposed costs, the City will obtain cost breakdowns showing all the elements of the scope of work and perform a cost analysis using the appropriate set of principles. If they are significantly different, the City will evaluate its initial estimate, compare it to the proposals received, and identify the appropriate price.

Cost Estimate

The City will prepare an independent cost estimate before receiving bids and proposals, based upon previous, similar work performed in the City or similar work in the Texas area.

Cost Analysis

The City will prepare an independent cost analysis after receiving bids, proposals and contract modifications, which includes the review and evaluation of the separate cost elements, including labor, supplies, equipment, profit, overhead and general conditions as appropriate.

An independent estimate will be made before receiving bids or proposals if one of the following applies:

- Evaluating competitive proposals,
- Before point of bid, to be used if only one bid is received/the bid converts to sole source;
- there is a sole source or non-competitive proposal,

- negotiating modifications to contracts that impact the price or estimated cost,
- terminating a contract and the contractor is entitled to payment of reasonable costs incurred, or,
- awarding a cost-reimbursement contract

Price Analysis

The City will compare competitive prices received in response to the solicitation to each other, and will:

- compare proposed prices to prices on existing contracts or contracts proposed in the recent past, and will factor in any changing conditions, including market, inflation, material price changes
- apply rough approximations and review significant inconsistencies, which may require a deeper look at prices to determine if the items are truly comparable. The types of approximations might include price per pound, per square foot, per hour or other typical unit pricing mechanism
- review price lists, catalogs or market prices of similar products to determine the market prices generally available to the public

Non-competitive Proposals (Sole Source)

The City may receive a Non-competitive proposal, for which one of the following situations exists:

- the item is available only from a single source;
- the disaster emergency will not permit a delay resulting from competitive solicitation;
- the Federal agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the Grantee; or
- after solicitation of a number of sources, competition is determined inadequate.

If one of these occur, the City will obtain a breakdown of proposed costs and perform a cost analysis on those costs. The major categories of costs include both direct costs (direct labor, equipment, supplies, travel and per diem, subcontractors and other direct costs) and indirect costs (overhead, general and administrative expenses and profit). In the process of analyzing costs, profit should be analyzed separately, based on complexity of the work, risk to the contractor, investment required, amount of subcontracting involved, and typical profit in the industry.

Negotiation of Profit

The City will negotiate profit as a separate element of the price for each contract in which there is no price competition and profit negotiation is allowable (e.g. not solely with a lone bidder) and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. The offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services through A/E firms that are a potential source to perform the proposed effort.

Domestic Preferences for Procurement

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section, *see* 2 CFR §200.322:

- a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and

- b. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. *See* 2 CFR §200.323.

Federal Awarding Agency or Pass-through Entity Review

The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase. *See* 2 CFR §200.325.

Bonding Requirements

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows, *see* 2 CFR §200.326:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor in the execution of the work provided for in the contract.

Part 200 Appendix II – Contract Provisions for Non-Federal Entity Contracts Under Federal Award- *See* attached. These provisions will be checked against most current updates to ensure completeness ahead of contract issuance.

These Policies and Procedures are implemented through the City of Kingsville’s administrative team of:

City Manager

City Attorney

City Engineer

Finance Director

Purchasing Manager

Sam R. Fugate, Mayor

Date

REQUIRED CONTRACT PROVISIONS

Part 200 Appendix II – Contract Provisions for Non-Federal Entity Contracts Under Federal Award

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

All Contracts

THRESHOLD	PROVISION	CITATION
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by <u>41 U.S.C. 1908</u> , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	<p>Equal Employment Opportunity. Except as otherwise provided under <u>41 CFR Part 60</u>, all contracts that meet the definition of “federally assisted construction contract” in <u>41 CFR Part 60-1.3</u> must include the equal opportunity clause provided under <u>41 CFR 60-1.4(b)</u>, in accordance with Executive Order 11246, “Equal Employment Opportunity” (<u>30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp.</u>, p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at <u>41 CFR part 60</u>, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that</p>	2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)

employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or

suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.

>\$2,000	<p>Davis-Bacon Act, as amended (<u>40 U.S.C. 3141-3148</u>). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (<u>40 U.S.C. 3141-3144</u>, and <u>3146-3148</u>) as supplemented by Department of Labor regulations (<u>29 CFR Part 5</u>, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (<u>40 U.S.C. 3145</u>), as supplemented by Department of Labor regulations (<u>29 CFR Part 3</u>, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	2 CFR 200 APPENDIX II (D)
>\$100,000	<p>Contract Work Hours and Safety Standards Act (<u>40 U.S.C. 3701-3708</u>). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with <u>40 U.S.C. 3702</u> and <u>3704</u>, as supplemented by Department of Labor regulations (<u>29 CFR Part 5</u>). Under <u>40 U.S.C. 3702</u> of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of <u>40 U.S.C. 3704</u> are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	2 CFR 200 APPENDIX II (E)
None	<p>Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under <u>37 CFR § 401.2 (a)</u> and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of <u>37 CFR Part 401</u>, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.</p>	2 CFR 200 APPENDIX II (F)
>\$150,000	<p>Clean Air Act (<u>42 U.S.C. 7401-7671g</u>.) and the Federal Water Pollution Control Act (<u>33 U.S.C. 1251-1387</u>), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (<u>42 U.S.C. 7401-7671g</u>) and the Federal Water Pollution Control Act as amended (<u>33 U.S.C. 1251-1387</u>). Violations must</p>	2 CFR 200 APPENDIX II (G)

	be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see <u>2 CFR 180.220</u>) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at <u>2 CFR 180</u> that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment (<u>31 U.S.C. 1352</u>) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by <u>31 U.S.C. 1352</u> . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
>\$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at <u>40 CFR part 247</u> that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
>\$100,000	<i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i> A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.	

	<p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>	
None	<p>Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ul style="list-style-type: none"> (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or 	2 CFR 200.216

	<p>(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in <u>Public Law 115-232</u>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).</p> <p>(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>(b) In implementing the prohibition under <u>Public Law 115-232</u>, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See <u>Public Law 115-232</u>, section 889 for additional information.</p> <p>(d) See also <u>§ 200.471</u>.</p>	
None	<p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	<p>2 CFR 200.322(a)(b)(1) (2)</p>

None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.	2 CFR 200.321
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.	2 CFR 200.334

	<p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	
None	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or <u>2252.153</u>. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.</p>	Texas Government Code 2252.152
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <p>(1) does not boycott Israel; and</p> <p>(2) will not boycott Israel during the term of the contract.</p>	Texas Government Code 2271
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.

AGENDA ITEM #6

**City of Kingsville
Engineering Dept.**

TO: Mayor and City Commissioners

CC: Charlie Sosa, City Manager

FROM: Juan Carlos Cardenas, P.E., City Engineer *JCC*

DATE: September 22, 2025

SUBJECT: Consider approval of Amendment to the City of Kingsville Labor Standards Policy.

Summary:

The City of Kingsville has prepared an amendment to its Labor Standards Policy to ensure compliance with federal prevailing wage requirements under the Davis-Bacon Act, HUD regulations, and the Texas General Land Office (GLO) Implementation Manual. The amendment formalizes the duties of the designated Labor Standards Officer (LSO), the review and approval process for pre-construction and post-construction labor standards tasks, and the delegation of authority in the City Manager's absence.

Background:

The U.S. Department of Housing and Urban Development (HUD) and the GLO require strict adherence to labor standards for projects funded through CDBG-DR and CDBG-MIT programs. The amended policy outlines the City's responsibility to:

- Ensure inclusion of federal wage determinations and labor standards provisions in all bid documents, contracts, and subcontracts.
- Require the LSO to review certified payroll reports, conduct employee interviews, and maintain complete documentation of enforcement activities.
- Confirm contractor eligibility and conduct pre-construction conferences to explain labor standards requirements.
- Submit required labor standards certifications, payroll reports, and completion reports to the GLO.
- Establish clear delegation of authority to the Administrative Clerk in the absence of the City Manager for policy approvals.

By adopting this amendment, the City reaffirms its obligation under the Subrecipient Agreement with the GLO to administer and enforce all applicable labor standards provisions.



**City of Kingsville
Engineering Dept.**

Financial Impact:

There is no direct fiscal impact associated with adoption of this policy amendment. Compliance with labor standards requirements reduces the risk of penalties, funding disallowances, or project delays, thereby protecting the City's financial interests in federally funded projects.

Recommendation:

Staff recommends that the City Commission approve the Amendment to the Labor Standards Policy. Adoption of this amendment will ensure the City's continued compliance with federal labor standards requirements under HUD and the GLO Implementation Manual, strengthen oversight of construction projects funded through CDBG-DR and CDBG-MIT programs, and provide clear delegation of responsibilities within City administration.

Attachments:

Amendment To Labor Standards Policy – City of Kingsville



RESOLUTION #2025-_____

A RESOLUTION APPROVING A REVISED CITY OF KINGSVILLE LABOR STANDARDS POLICY; PROVIDING FOR REPEALING, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Kingsville (City) finds it in the best interest of the citizens of Kingsville that the City apply for grant funds to assist with funding community needs; and

WHEREAS, the City has previously applied for federal grants and part of the grant requirements are for the City to have certain Fair Labor Standards policies in place; and

WHEREAS, the City has already adopted some Fair Labor Standards policies and wants to ensure full compliance with current grant requirements it is hereby proposing the adoption of the attached "City of Kingsville Labor Standards Policy"; and

WHEREAS, it is the responsibility of the City, as the local government, to ensure fair labor practices are followed in compliance with federal regulations when managing projects financed in whole or in part with funds from federal grant programs;

WHEREAS, the City seeks to establish revised Fair Labor Standards policies that govern labor practices of the City for federal grant programs;

WHEREAS, there is no direct cost to the City for approving the revised "City of Kingsville Labor Standards Policy" and the City Commission finds them to be in the best interest of the City.

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

I.

THAT the City Commission of the City of Kingsville approves the revised City of Kingsville Labor Standards Policy as per the documents attached hereto.

II.

THAT all prior resolutions in conflict with this resolution are hereby repealed.

III.

THAT this Resolution shall be effective upon its passage and approval.

PASSED AND APPROVED by a majority vote of the City Commission the 22nd day of September, 2025.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM

Courtney Alvarez, City Attorney

Amendment to Labor Standards Policy

City of Kingsville

The City will ensure full labor standards compliance regarding any activities undertaken by subordinate program participants, such as the Labor Standards Officer (LSO). (HUD Handbook 1-6.B.3)

The City will ensure that the Labor Standards Officer has:

- included all bid documents, contracts, and subcontracts for work subject to federal prevailing wage requirements contain the appropriate labor standards provisions and the applicable federal wage rate decision (HUD Handbook 1-6.B.4)
- reviewed certified payroll reports and related documentation, identified discrepancies and violations, and ensured that any needed corrections are promptly made (HUD Handbook 1-6.B.7)
- maintained full documentation of federal labor standards administration and enforcement activities (HUD Handbook 1-6.B.8)

The City will review these documents upon completion; if satisfactory, the City will draft and sign a memo approving their completion. In the City Manager's absence, the Administrative Clerk will perform these duties.

For the Pre-Construction Tasks (GLO Implementation Manual, Chapter 9.3), the City will confirm that the LSO has:

- obtained an Applicable Wage Determination (WD) for the construction project
- included wage determination and ensure it is included in bid documents
- ensured the wage determination is current before bid opening
- confirm the recommended construction contractor's eligibility status
- conduct a Pre-Construction Conference to explain labor standards
- submit the Labor Standards Record to the GLO

The City will review these documents upon completion; if satisfactory, the City will draft and sign a memo approving their completion. In the City Manager's absence, the Administrative Clerk will perform these duties.

For the Post-"Start of Construction" Tasks (GLO Implementation Manual, Chapter 9.3), the City will confirm that the LSO has:

- received and reviewed Certified Payroll Reports during construction
- submitted a Labor Standards Officer (LSO) Payroll Certification Form
- conducted Employee Interviews during construction
- submitted Construction Completion Reports—GLO Certificate of Construction Completion (COCC) & GLO Final Wage Compliance Report (FWCR)

The City will review these documents upon completion; if satisfactory, the City will draft and sign a memo approving their completion. In the City Manager's absence, the Administrative Clerk will perform these duties.

By executing the CDBG-DR and/or CDBG-MIT Subrecipient Agreement, the City agrees to administer and enforce all Davis-Bacon labor standards requirements and accepts the responsibilities described in the GLO Implementation Manual, Chapter 9.2.

[Sam Fugate, Mayor]

AGENDA ITEM #7

City of Kingsville
Human Resource Department

TO: Charles L. Sosa, City Manager
FROM: Diana Gonzales, Human Resource Director
DATE: September 11, 2025
SUBJECT: DRAFT - Collective Bargaining Agreement Between City of Kingsville and
Kingsville Law Enforcement Association, October 1, 2025 – September 30, 2026

Summary: The current two (2) year collective bargaining agreement between the City of Kingsville (City) and the Kingsville Law Enforcement Association (KLEA) is set to expire on September 30, 2025. 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 2025:

April 7 th & 29 th	May 13 th	June 10 th
July 8 th & 15 th	August 19 th	September 3 rd & 11 th

Meetings were conducted and a tentative agreement between the City and KLEA was reached during negotiations. On September 11, 2025, the City was notified KLEA association members voted to approve the proposals tentatively agreed upon during negotiations.

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

ARTICLE	CHANGE
Article 6 Non-Discrimination Section 1	Add non-discrimination program description
Article 7 Entry Level Hiring Section 2A (b)	Decrease alternate hiring requirement for applicants from 3 years TCOLE certified to 2 years
Article 9 Promotions Section 1 (1)	Decrease eligibility requirements to test for promotion from 3 years to 2 years in the next lower position. This corresponds to Texas Local Government Code 143.028 - Eligibility for Promotion
Section 3 (1)	Procedures to Appeal Examination Questions Addition of wording to defer to local Civil Service Rules and Regulations if issue is not addressed in the agreement.

Section 7	Decrease eligibility requirements to test for promotion from 3 years to 2 years in the next lower position. This corresponds to Texas Local Government Code 143.028 - Eligibility for Promotion
Article 13 Shift Schedules and Assignments	Clarification/simplification
Article 15 Training	Clarification/simplification
Article 29 Compensation	Update with new agreement dates 10/1/25 to 9/30/26
Article 38 Duration	1-year proposed agreement – 10/1/25 to 9/30/26
Appendix A Wages Schedule	FY 2025-2026 = 2%

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 one (1) year with a 2% increase to base wages in FY25-26. Estimated new costs, based on full department staffing, equals \$70,802, which includes anniversary increases and fringe benefits.

Proposed added costs are included in preliminary budget calculations.

RESOLUTION # 2025-____

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 2025-2026; 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 2025-2026;

WHEREAS, the City received word on September 11, 2025 that the KLEA membership met 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, 2025 to September 30, 2026 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
22nd day of September, 2025.

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 2025– September 30, 2025 2026

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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

SECTION 1 PROGRAM

The City of Kingsville and the Association, under Title VI of the Civil Rights Act of 1964 and related statutes, ensures that no person shall on the grounds of race, color, national origin, sex, age, or disability be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination.

Section 2 Application

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)~~ two (2) 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)~~ two (2) 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.
11. Anything not addressed in the contract will defer to the City of Kingsville local civil service rules section 143.034 (Review and Appeal of Promotional Examinations).

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: <table border="0" style="margin-left: 20px;"> <tr> <td>Associate's Degree –</td> <td>Add 2 points</td> </tr> <tr> <td>Bachelor's Degree –</td> <td>Add 4 points</td> </tr> <tr> <td>Master's Degree –</td> <td>Add 6 points</td> </tr> </table> | Associate's Degree – | Add 2 points | Bachelor's Degree – | Add 4 points | Master's Degree – | Add 6 points |
| 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)~~ two (2) 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)~~ two (2) 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)~~ two (2) 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 requests for 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 to attend job related training schools, 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 outlined 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, 2025– September 30, 2026 - 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

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

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 2025 and shall remain in full force and effect through the 30th day of September 2026 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, 2027.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed on this the _____ day of _____, 2025

City of Kingsville

Kingsville Law Enforcement Association

Charles L. Sosa, City Manager

KLEA President – Felipe Uribe

APPENDIX A - WAGE SCHEDULE

			Year 1 FY 2023-2024 8%	Year 2 FY 2024-2025 6%	Year 1 FY 2025-2026 2%
PD2	Step A	0-24 months	22.57	23.93	24.41
PD2	Step B	25-36 months	24.36	25.83	26.35
PD2	Step C	37-59 months	25.27	26.79	27.33
PD2	Step D	60-84 months	25.87	27.42	27.97
PD2	Step E	85-120 months	26.41	27.99	28.55
PD2	Step F	121 – 180 months	27.37	29.01	29.59
PD2	Step G	181+ months	28.27	29.97	30.57
PD3	Lieutenant		30.99	32.84	33.50
PD4	Captain		33.69	35.71	36.42
PD5	Commander		38.49	40.80	41.62

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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AGENDA ITEM #8

City of Kingsville
Human Resource Department

TO: Mayor and City Commissioners
CC: Charles Sosa, City Manager
FROM: Diana Gonzales, Human Resource Director
DATE: September 9, 2025
SUBJECT: Proposed Policy Amendment – Policy 720.02 Compensation for Holidays

Summary:

This amendment to Policy 720.02 Compensation for Holidays is to provide clarification and to set the number of hours per holiday to 8 hours. This also clarifies how holiday hours will be accrued for employees scheduled and not scheduled to work on an official holiday. The amendment establishes a deadline for accrued holiday use and consequences of not utilizing holiday leave within 12 months of accrual.

Background:

Policy 720.02 was included in the City of Kingsville Policies and Procedures Manual approved on 08/28/2006 by City Commission. This policy was previously revised on 09/10/2018 and 10/22/2018.

Financial Impact:

No additional costs.

Recommendation:

Amend Policy 720.02 Compensation for Holidays.



RESOLUTION NO. 2025-_____

A RESOLUTION AMENDING THE CITY OF KINGSVILLE ADMINISTRATIVE POLICIES AND PROCEDURES MANUAL FOR POLICY NO. 720.020 – COMPENSATION FOR HOLIDAYS.

WHEREAS the City Commission previously adopted an administrative policy handbook for employees which included Policy No. 720.02 – Compensation for Holidays, which was approved on 08/28/2006 and amended on 09/10/2018 and 10/22/2018;

WHEREAS, the City is proposing an amendment to provide clarification and set the number of hours per holiday as 8 hours;

WHEREAS, the amendment establishes the process for compensating employees who work the holiday(s), removing the selling of holidays option and allowing for banking of holiday hours;

WHEREAS, employees not scheduled to work on an official holiday will bank the holiday;

WHEREAS, employees must schedule use of banked holidays within 12 months of accrual or forfeit the holiday.

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

I.

THAT Policy 720.02 – Compensation for Holidays, attached as Exhibit A, is hereby approved;

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 this the 22nd day of September, 2025.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

DRAFT 09/08/2025

POLICY NO. 720.02 COMPENSATION FOR HOLIDAYS

Full-time non-civil service employees shall be entitled to be paid Holidays according to Policy 720.01 Designation of Holidays. Temporary and Seasonal employees are ineligible for Holiday compensation.

Part-time employees shall be eligible for pay at 1 ½ times the regular hourly rate only when work is performed on an official City Holiday. No other holiday benefits eligible to Full-time Employees are applicable to Part-time employees.

The number of hours in a Holiday is defined as 8 hours ~~the normal daily shift hours of a department~~. Work which begins occurs during 12:00 a.m. and 11:59 p.m. on the official Holiday shall be compensated at 1½ times an employee's regular rate of pay.

If a Holiday falls on a Full-time employee's regular day off, the employee shall be eligible for time off at a later time, ~~or receive straight pay for the day~~. The time off and hours of straight pay for each holiday is equivalent to 8 hours, a normal shift for the department. ~~Employees must notify their supervisor of their choice by the end of the pay period in which a Holiday occurs. If straight pay is requested, it will be paid during the pay period in which the Holiday occurs. If time off is requested, it must be scheduled and taken within 12 months of accrual prior to the end of the existing fiscal year or time will be forfeited.~~

If a Holiday falls on a Full-time employee's regularly scheduled work day, the employee shall receive 1½ times the employee's regular rate of pay for actual hours worked on the Holiday. The employee is also eligible for time off at a later time ~~or straight pay for the Holiday~~. The time off and hours of straight pay is equivalent to 8 hours ~~a normal shift for the department~~. ~~Employees must notify their supervisor of their choice by the end of the pay period in which a Holiday occurs. If straight pay is requested, it will be paid during the pay period in which the Holiday occurs. If time off is requested, it must be scheduled and taken within 12 months of accrual prior to the end of the existing fiscal year or time will be forfeited.~~

Full-time Employees on a leave of absence without pay on the Holiday ~~or on the scheduled work day immediately preceding or following the Holiday~~ shall not receive pay for the Holiday.

Holidays falling within a Full-time Employee's vacation period or within a period of absence properly chargeable to sick leave shall not be counted against vacation or sick leave. *(The hours of Vacation and/or Sick leave scheduled on the Holiday shall remain on the books and the employee shall be paid for the Holiday at the employee's regular rate of pay.*

Approved: August 28, 2006

Updated: September 10, 2018 & Effective October 1, 2018

Updated October 22, 2018 & Effective October 22, 2018

DRAFT 09/08/2025

AGENDA ITEM #9

City of Kingsville
Human Resource Department

TO: Mayor and City Commissioners
CC: Charles Sosa, City Manager
FROM: Diana Gonzales, Human Resource Director
DATE: September 9, 2025
SUBJECT: Proposed Policy Amendment – Policy 730.00 Vacation Leave

Summary:

This revision to Policy 730.00 Vacation Leave is to provide clarification and to update maximum allowed Vacation Leave at separation to correspond with Policy 630.04 – Separation Pay.

Background:

Policy 730.00 was included in the City of Kingsville Policies and Procedures Manual approved on 08/28/2006 by City Commission. There has been no revision since the 08/28/2006 approval date.

Financial Impact:

No additional costs.

Recommendation:

Amend Policy 730.00 Vacation Leave.



RESOLUTION NO. 2025-_____

A RESOLUTION AMENDING THE CITY OF KINGSVILLE ADMINISTRATIVE POLICIES AND PROCEDURES MANUAL FOR POLICY NO. 730.00 – VACATION LEAVE.

WHEREAS the City Commission previously adopted an administrative policy handbook for employees which included Policy No. 730.00 – Vacation Leave, which was approved on 08/28/2006 and has had no revisions since that time;

WHEREAS, the City is now proposing an amendment to provide clarification and update to correspond to other revised policy(s);

WHEREAS, there is no additional cost to the City by approving this policy amendment.

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

I.

THAT Policy 730.00 – Vacation Leave, attached as Exhibit A, is hereby approved;

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 this the 22nd day of September, 2025.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

DRAFT-POLICY AMENDMENTS - POLICY 730.00

POLICY NO. 730.00 VACATION LEAVE

~~All~~ Non-exempt and exempt regular, full-time Non-Civil Service Employees shall accrue paid vacation leave as follows:

- ~~All~~ Regular full-time Employees with less than five (5) years of consecutive City service shall accrue 3.07 hours paid vacation leave for each bi-weekly pay period. All regular full-time Employees with five (5) years or more of service shall accrue 4.62 hours of vacation for each bi-weekly pay period.
- Employees under this policy may not accrue more than 120.12 hours of paid vacation leave during any fiscal year.
- Vacation leave shall be credited as earned and may be taken in increments of one hour, or fraction thereof, upon proper approval, after the Employee has completed the 180 days probationary period.
- Department heads shall schedule vacation, giving due consideration to the needs of the City and the ability of the remaining staff to perform the work of the department. Employees shall be permitted to take vacations at such times in the judgment of the department heads, which will best serve the interest of the City and the Employees. No more than 120.12 hours of vacation may be taken at one time.
~~Appendix D-1 Leave Request Form.~~
- No cash payments for unused vacation shall be authorized except upon separation of employment as per Policy 630.04 - Separation Pay. Vacation credits are not transferable between Employees. ~~Payments of unused vacation leave shall not exceed 120 hours at time of separation. All Vacation Leave in excess of 120 hours will be forfeited.~~
- Vacation 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 accrued paid vacation leave concurrently with any FMLA leave for which they are eligible in appropriate circumstances.
- Employees on Vacation leave are subject to recall to duty in emergency situations as deemed appropriate by the Employee's supervisor.

~~Civil Service Employees shall accrue leave as specified in collective bargaining contracts.~~

Approved: August 28, 2006 (Proposed Effective 10/01/2025)

AGENDA ITEM #10

City of Kingsville
Human Resource Department

TO: Mayor and City Commissioners

CC: Charles Sosa, City Manager

FROM: Diana Gonzales, Human Resource Director

DATE: September 4, 2025

SUBJECT: Nationwide Retirement Solutions – Plan Document Restatement

Summary: Authorize the restatement of the deferred compensation plan offered by Nationwide Retirement Solutions, Inc. (NRS) which outlines the type of programs available to employees. This restatement automatically includes ROTH contribution options not previously available. As this type of contribution was not previously included, the plan document requires approval by the governing board even though contributions to NRS are 100% employee contributions.

The attached restatement “Governmental 457 (b) Basic Plan Document” is the most recent update from Nationwide to its governmental clients.

Background:

Nationwide Plan Document amendment/restatement history:

03/09/1995	Original implementation of Nationwide 457 deferred compensation plan
11/17/1997	Amendment to restate plan document – no change in options
11/11/2005	Amended and restated plan document – no change in options
03/09/2009	Amended to allow for new option - loan program – Resolution 2009-09
02/22/2011	Restatement of plan document – no change in options

Financial Impact: No financial impact on the City. This provides additional options for employees to consider.

Recommendation: To authorize the restatement of the Nationwide Retirement Solutions’ Plan Document.

RESOLUTION NO. 2025-_____

A RESOLUTION AUTHORIZING THE CITY MANGER TO EXECUTE THE RESTATEMENT OF GOVERNMENTAL 457 (B) RETIREMENT PLAN WITH NATIONWIDE RETIREMENT SOLUTIONS.

WHEREAS, the City of Kingsville ("Employer") has maintained the City of Kingsville 457 (b) Deferred Compensation Plan ("Plan") since March 9, 1995 with periodic restatements and amendments for the benefit of eligible employees;

WHEREAS, the Employer has decided to amend the above-referenced Plan by adopting a complete restatement of the current Plan document;

WHEREAS, the City Commission of the City of Kingsville, Texas ("Governing Board") has reviewed and evaluated the proposed amendment(s) to the Plan; and

WHEREAS, the Plan document authorized the Employer to amend the selections under the Adoption Agreement.

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

1. **THAT** the Governing Board has hereby approved the proposed amendment(s) and authorizes the Employer to adopt the City of Kingsville 457 (b) Deferred Compensation Plan as a complete restatement of the prior Plan, to be effective on September 22, 2025;
2. **THAT** the undersigned member of the Governing Board authorizes the execution of the restated Plan document and authorizes the performance of any other actions necessary to implement the adoption of the Plan restatement. The members of the Governing Board may designate any member(s) of the Governing Board (or other authorized person) to execute the restated Plan document and perform the necessary actions to adopt the restated Plan. The Employer will maintain a copy of the restated Plan, as approved by the members of the Governing Board, along with a copy of the Prior Plan, in its files;
3. **THAT** the Employer will act as administrator of the Plan and will be responsible for performing all actions necessary to carry out the administration of the Plan. The Employer may designate any other person or persons to perform the actions necessary to administer the Plan;
4. **THAT** Plan participants shall be provided with a summary of the plan provisions withing a reasonable period of time following the adoption of the restated Plan;
5. **THAT** the City Manager may assign administrative duties to carry out the plan to the appropriate department and is authorized to execute all necessary amendments and agreements with Nationwide Retirement Solutions incidental to the administration of the Plan;
6. **THAT** the restatement of Nationwide Retirement Solutions Plan Document, attached as Exhibit A, is hereby approved;
7. **THAT** all resolutions or parts of resolutions in conflict with this resolution are repealed to the extent of such conflict only; and
8. **THAT** this Resolution shall be and become effective on and after adoption.

PASSED AND APPROVED by a majority vote of the City Commission on this the 22nd day of September, 2025.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

CITY OF KINGSVILLE 457(B) DEFERRED COMPENSATION PLAN
457(b) Governmental AA V2
Contract Number – 0035304001
Plan Document Summary
Prepared as of 8/26/2025

This Plan Document Summary ("Summary") is intended to provide you with a high-level overview of the major features of your plan based on the most recently drafted plan document in our files. The Summary is not intended to replace your plan document or Summary Plan Description (SPD). If this Summary describes any provisions of your plan that have not been adopted (including provisions in an amendment to the plan that has not been signed), those provisions will not be operational until the plan or amendment has been signed and dated. Finally, if the provisions described in this Summary and the plan document or SPD conflict, the provisions of the plan document and SPD govern.

EMPLOYER/PLAN INFORMATION

[AA §1 / AA §2]

EFFECTIVE DATE OF PLAN:

- **Plan restatement effective:** June 30, 2025
- **Original effective date:** March 9, 1995

EMPLOYER INFORMATION

Name: City of Kingsville, TX

Address:

400 W. King Ave.
Kingsville, Texas 78364-1458

Phone: (361) 595-8017

EIN: 74-6001513

PLAN ADMINISTRATOR: Employer

EMPLOYER TAX YEAR END: December 31

FICA REPLACEMENT PLAN: No

PLAN YEAR: Calendar Year

TRUSTEE: No Trustee. Plan is funded with custodial accounts, annuity contracts and/or insurance contracts.

COMPENSATION

[AA §5]

TOTAL COMPENSATION: W-2 Compensation

Deferrals	ER Contributions	Match
PLAN COMPENSATION: No exclusions COMPENSATION PERIOD: Plan Year COMPENSATION ONLY WHILE PARTICIPANT: No	PLAN COMPENSATION: No Employer contributions	PLAN COMPENSATION: No match

EXCLUDED EMPLOYEES

[AA §3]

Deferrals	ER Contributions	Match
No excluded Employees	No ER contributions	No match

INDEPENDENT CONTRACTORS:

Deferrals	ER Contributions	Match
Independent Contractors may participate	No Employer Contributions	No Matching Contributions

MINIMUM AGE AND SERVICE

[AA §4]

Deferrals	ER Contributions	Match
Minimum Age: None Minimum Service: None Service Counting Method: Equivalency Method for Employees for whom hourly records not maintained	No Employer Contributions	No match

ENTRY DATES

[AA §4-2]

Deferrals	ER Contributions	Match
Entry Dates: Immediate	No Employer Contributions	No match

SALARY DEFERRALS

[AA §6A]

CATCH-UP CONTRIBUTIONS: Yes

ROTH CONTRIBUTIONS: Yes

IN-PLAN ROTH CONVERSIONS: No

EMPLOYER CONTRIBUTIONS

[AA §6]

NO EMPLOYER CONTRIBUTIONS

MATCHING CONTRIBUTIONS

[AA §6B]

NO MATCHING CONTRIBUTIONS

RETIREMENT AGE AND DISTRIBUTIONS

[AA §7 / AA §9]

NORMAL RETIREMENT AGE: Participant may designate a Normal Retirement Age that is between age 65 and 70 ½.

NORMAL RETIREMENT AGE FOR QUALIFIED POLICE: Participant may designate a Normal Retirement Age that is between age 40 and 70 ½.

NORMAL RETIREMENT AGE FOR QUALIFIED FIREFIGHTERS: Participant may designate a Normal Retirement Age that is between age 40 and 70 ½.

PERMISSIBLE DISTRIBUTION EVENTS:

Deferrals	ER Contributions	Match
<ul style="list-style-type: none">• Age 70 1/2• Unforeseeable Emergency	No Employer Contributions	No Matching Contributions

LIMITATIONS ON IN-SERVICE DISTRIBUTIONS:

- Participant may not take a distribution after termination of employment for:
 - Unforeseeable Emergency Distributions

DISTRIBUTIONS OF SMALLER AMOUNTS:

- Participant may receive distribution of smaller amounts as described under the Plan

FORM OF DISTRIBUTION UPON TERMINATION:

- Lump sum
- Partial lump sum
- Installments for requirement minimum distributions only
- Repetitive Payments

TIMING OF DISTRIBUTIONS: Within a reasonable time following an event, such as termination

INVOLUNTARY CASH-OUT THRESHOLD: \$1,000

AUTOMATIC ROLLOVER RULES: Do not apply to Cash-Outs less than \$1,000

SPOUSAL CONSENT: Not required under the Plan

BENEFICIARY PROVISIONS: To the extent a Beneficiary has not been named by the Participant to receive all of any portion of the deceased Participants death benefit, such amount shall be distributed to the Participants surviving Spouse. If the Participant does not have a surviving Spouse, distribution will be made to the Participants surviving children (including legally adopted children, but not including step-children) in equal shares by right of representation (one share for each surviving child and one share for each child who predeceases the Participant with living descendants). If the Participant has no surviving children, distribution will be made to the Participants surviving parents in equal shares. If the Participant has no surviving parents, distribution will be made to the Participants estate.

DIVORCE OF SPOUSE: If the Participant and Spouse are divorced, the designation of the Spouse as Beneficiary under the Plan will be automatically rescinded

MISCELLANEOUS PROVISIONS
[AA §10]

Deferrals	ER Contributions	Match
VALUATION DATE: Daily	VALUATION DATE: No ER contributions	VALUATION DATE: No match

LOAN POLICY
[APPENDIX B]

LOANS: Permitted

ADMINISTRATIVE ELECTIONS
[APPENDIX C]

ROLLOVERS: Yes

DEFAULT QDRO PROCEDURES APPLY: No

PARTICIPANT DIRECTION: Allowed from all Accounts

AGENDA ITEM #11

KLEBERG COUNTY APPRAISAL DISTRICT
P.O. BOX 1027 * 502 E. KLEBERG * KINGSVILLE, TEXAS 78364
PHONE: (361) 595-5775 * FAX: (361) 595-7984

August 26, 2025

received
8-28-2025

City of Kingsville
Sam Fugate, Mayor
P.O. Box 1458
Kingsville, TX 78364

Dear Mayor Fugate:

It is time for the selection of the Kleberg County Appraisal District Board of Directors for the 2026-2027 term. The board consists of 5 members. Every odd year, Board of Director elections for the Kleberg County Appraisal District take place. Please take the time to consider who your district would like to nominate to serve on the Kleberg County Appraisal District's board of directors. The quality of the property tax system depends on the appraisal district board of directors. Individuals nominated should bring the board knowledge, judgment and expertise in establishing policies and procedures for the district's organization and operation.

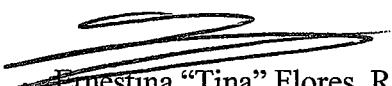
I am enclosing information on what is involved in the Board of Director elections process. This process requires interaction between each taxing entity and the appraisal district. The number of votes allocated to a voting unit is based on the ratio of its tax levy on the preceding year to the total tax levy of all voting units. The Chief Appraiser is required to use the most recent official tabulation of each voting unit's prior year levy. This is the amount levied not the amount allocated by the voting unit. The votes for each jurisdiction are as shown in the enclosed document titled Calculation of Votes.

The information I have enclosed is taken out of the state comptroller's Board of Directors Manual and Texas Property Tax Code. I have also enclosed an outline of required dates for your records. Please be sure to review the eligibility guidelines for appointed members located in your Governance enclosure on pages 3 and 4.

I have enclosed a copy of the Texas Property Tax Code section 6.03 Board of Directors, which discusses the Board of Directors election and your roll in the process.

If you have any questions, please feel free to contact me at 361-595- 5775.

Sincerely,


Ernestina "Tina" Flores, R.P.A.
Chief Appraiser

Cc: Charlie Sosa, Interim City Manager
Deborah Balli, Finance Director
Mary Valenzuela, City Secretary

OUTLINE OF REQUIRED DATES

1. *Before October 1* of an odd-numbered year, the chief appraiser must notify each voting taxing unit of the number of votes it may cast.
2. *Before October 15* each voting unit may nominate by resolution adopted by its governing body, one candidate for each position on the board of directors and must submit the names and addresses of the nominees to the chief appraiser.
3. *Before October 30* the chief appraiser must prepare a ballot listing all nominees alphabetically by each candidate's last name. The chief appraiser must deliver a copy of this ballot to the presiding officer of the governing body of each voting unit.
4. *Before December 15* the governing body of each taxing unit entitled to vote may cast votes for one candidate or may distribute the votes among a number of candidates on the ballot and shall determine its vote by resolution and submit it to the chief appraiser.
5. *Before December 31* the chief appraiser must count the votes and declare the candidates who received the largest vote totals elected and submit the results to the governing body of each taxing unit in the district and to the candidates.

**KLEBERG COUNTY APPRAISAL DISTRICT
2026-2027 BOARD OF DIRECTORS
TAXING ENTITY VOTES**

DISTRICT	2024 LEVIES	PERCENT	TOTAL VOTES	CALCULATED DISTRICT VOTES	ACUTAL VOTES
KLEBERG COUNTY	\$ 16,736,357.35	0.344637454	5000	1723.187271	1723
CITY OF KINGSVILLE	\$ 9,382,627.50	0.193208402	5000	966.0420088	966
SOUTH TEXAS WATER AUTHORITY	\$ 1,151,333.69	0.023708427	5000	118.5421366	119
KINGSVILLE I.S.D.	\$ 15,803,688.05	0.325431795	5000	1627.158976	1627
RICARDO I.S.D.	\$ 1,970,741.02	0.04058178	5000	202.9088988	203
RIVIERA I.S.D.	\$ 2,816,385.58	0.057995413	5000	289.9770649	290
SANTA GERTRUDIS I.S.D.	\$ 634,620.72	0.0130682	5000	65.34100125	65
KENEDY COUNT GROUNDWATER CONSERVATION DISTRICT	\$ 57,117.61	0.001176174	5000	5.880869799	6
CITY OF CORPUS CHRISTI	\$ <u>9,341.17</u>	<u>0.000192355</u>	5000	<u>0.961773515</u>	<u>1</u>
TOTAL	\$ 48,562,212.69	100%		5000	5000

**KLEBERG COUNTY APPRAISAL DISTRICT
2026-2027 BOARD OF DIRECTORS
TAXING ENTITY CALCULATION OF VOTES**

KLEBERG COUNTY

16,736,357.35	(/)	48,562,212.69
0.344637454	(*)	1,000
344.6374542	(=)	345
345	(*)	5
		1,723

CITY OF KINGSVILLE

9,382,627.50	(/)	48,562,212.69
0.193208402	(*)	1,000
193.2084018	(=)	193
193	(*)	5
		966

**SOUTH TEXAS WATER
AUTHORITY**

1,151,333.69	(/)	48,562,212.69
0.02	(*)	1,000
23.70842732	(=)	24
24	(*)	5
		119

KINGSVILLE I.S.D.

15,803,688.05	(/)	48,562,212.69
0.325431795	(*)	1,000
325.43	(=)	325
325	(*)	5
		1,627

**KLEBERG COUNTY APPRAISAL DISTRICT
2026-2027 BOARD OF DIRECTORS
TAXING ENTITY CALCULATION OF VOTES**

RICARDO I.S.D.

1,970,741.02	(/)	48,562,212.69
0.04058178	(*)	1,000
40.58	(=)	41
41	(*)	5
		203

RIVIERA I.S.D.

2,816,385.58	(/)	48,562,212.69
0.057995413	(*)	1,000
58.00	(=)	58
58	(*)	5
		290

**SANTA GERTRUDIS
I.S.D.**

634,620.72	(/)	48,562,212.69
0.01	(*)	1,000
13.06820025	(=)	13
13	(*)	5
		65

**KLEBERG COUNTY APPRAISAL DISTRICT
2026-2027 BOARD OF DIRECTORS
TAXING ENTITY CALCULATION OF VOTES**

**KENEDY COUNTY
GROUNDWATER
CONSERVATION
DISTRICT**

57,117.61	(/)	48,562,212.69
0.001176174	(*)	1,000
1.18	(=)	1.18
1.18	(*)	5
5.88	(=)	6

**CITY OF CORPUS
CHRISTI**

9,341.17	(/)	48,562,212.69
0.000192355	(*)	1,000
0.19	(=)	0.19
0.19	(*)	5
0.96	(=)	1

surname, and shall deliver a copy of the ballot to the presiding officer of the governing body of each taxing unit that is entitled to vote.

(k) Except as provided by Subsection (k-1), the governing body of each taxing unit entitled to vote shall determine its vote by resolution and submit it to the chief appraiser before December 15. The chief appraiser shall count the votes, declare the five candidates who receive the largest cumulative vote totals elected, and submit the results before December 31 to the governing body of each taxing unit in the district and to the candidates. For purposes of determining the number of votes received by the candidates, the candidate receiving the most votes of the conservation and reclamation districts is considered to have received all of the votes cast by conservation and reclamation districts and the other candidates are considered not to have received any votes of the conservation and reclamation districts. The chief appraiser shall resolve a tie vote by any method of chance.

(k-1) This subsection applies only to an appraisal district established in a county with a population of 120,000 or more. The governing body of each taxing unit entitled to cast at least five percent of the total votes must determine its vote by resolution adopted at the first or second open meeting of the governing body that is held after the date the chief appraiser delivers the ballot to the presiding officer of the governing body. The governing body must submit its vote to the chief appraiser not later than the third day following the date the resolution is adopted.

(l) If a vacancy occurs on the board of directors other than a vacancy in the position held by a county assessor-collector serving as a nonvoting director, each taxing unit that is entitled to vote by this section may nominate by resolution adopted by its governing body a candidate to fill the vacancy. The unit shall submit the name of its nominee to the chief appraiser within 45 days after notification from the board of directors of the existence of the vacancy, and the chief appraiser shall prepare and deliver to the board of directors within the next five days a list of the nominees. The board of directors shall elect by majority vote of its members one of the nominees to fill the vacancy.

(m) Repealed by Acts 2007, 80th Leg., ch. 648, § 5(4), effective January 1, 2008.

HISTORY: Enacted by Acts 1979, 66th Leg., ch. 841 (S.B. 621), § 1; am. Acts 1981, 67th Leg., 1st C.S., ch. 13 (H.B. 30), §§ 15, 167(a), effective January 1, 1982; am. Acts 1987, 70th Leg., ch. 59 (S.B. 469), § 1, effective September 1, 1987; am. Acts 1987, 70th Leg., ch. 270 (H.B. 268), § 1, effective August 31, 1987; am. Acts 1989, 71st Leg., ch. 1123 (H.B. 2301), § 2, effective January 1, 1990; am. Acts 1991, 72nd Leg., ch. 20 (S.B. 351), § 15, effective August 26, 1991; am. Acts 1991, 72nd Leg., ch. 371 (H.B. 864), § 1, effective September 1, 1991; am. Acts 1993, 73rd Leg., ch. 347 (S.B. 7), § 4.06, effective May 31, 1993; am. Acts 1997, 75th Leg., ch. 165 (S.B. 898), § 6.73, effective September 1, 1997; am. Acts 1997, 75th Leg., ch. 1039, § 2, effective January 1, 1998; am. Acts 1999, 76th Leg., ch. 705 (H.B. 834), § 1, effective January 1, 2000; am. Acts 2003, 78th Leg., ch. 629 (H.B. 2043), effective June 20, 2003; am. Acts 2007, 80th Leg., ch. 648 (H.B. 1010), § 5(4), effective January 1, 2008; am. Acts 2013, 83rd Leg., ch. 1161 (S.B. 359), § 1, effective June 14, 2013; am. Acts 2021, 87th Leg., ch. 644 (H.B. 988), § 3, effective January 1, 2022; am. Acts 2023, 88th Leg., 2nd C.S., ch. 1 (S.B. 2), § 5.01, effective July 1, 2024.

Sec. 6.03. Board of Directors in Less Populous Counties. [Effective on approval by the voters of H.J.R. 2, 88th Leg., 2nd C.S.]

(a) This section applies only to an appraisal district established in a county with a population of less than 75,000.

(a-1) The appraisal district is governed by a board of directors. Five directors are appointed by the taxing units that participate in the district as provided by this section. If the county assessor-collector is not appointed to the board, the county assessor-collector serves as a nonvoting director. The county assessor-collector is ineligible to serve if the board enters into a contract under Section 6.05(b) or if the commissioners court of the county enters into a contract under Section 6.24(b). To be eligible to serve on the board of directors, an individual other than a county assessor-collector serving as a nonvoting director must be a resident of the district and must have resided in the district for at least two years immediately preceding the date the individual takes office. An individual who is otherwise eligible to serve on the board is not ineligible because of membership on the governing body of a taxing unit. An employee of a taxing unit that participates in the district is not eligible to serve on the board unless the individual is also a member of the governing body or an elected official of a taxing unit that participates in the district.

(b) Members of the board of directors other than a county assessor-collector serving as a nonvoting director serve two-year terms beginning on January 1 of even-numbered years.

(c) Members of the board of directors other than a county assessor-collector serving as a nonvoting director are appointed by vote of the governing bodies of the incorporated cities and towns, the school districts, the junior college districts, and, if entitled to vote, the conservation and reclamation districts that participate in the district and of the county. A governing body may cast all its votes for one candidate or distribute them among candidates for any number of directorships. Conservation and reclamation districts are not entitled to vote unless at least one conservation and reclamation district in the district delivers to the chief appraiser a written request to nominate and vote on the board of directors by June 1 of each odd-numbered year. On receipt of a request, the chief appraiser shall certify a list by June 15 of all eligible conservation and reclamation districts that are imposing taxes and that participate in the district.

(d) The voting entitlement of a taxing unit that is entitled to vote for directors is determined by dividing the total dollar amount of property taxes imposed in the district by the taxing unit for the preceding tax year by the sum of the total dollar amount of property taxes imposed in the district for that year by each taxing unit that is entitled to vote, by multiplying the quotient by 1,000, and by rounding the product to the nearest whole number. That number is multiplied by the number of directorships to be filled. A taxing unit participating in two or more districts is entitled to vote in each district in which it participates, but only the taxes imposed in a district are used to calculate voting entitlement in that district.

(e) The chief appraiser shall calculate the number of votes to which each taxing unit other than a conservation and reclamation district is entitled and shall deliver written notice to each of those units of its voting entitlement before October 1 of each odd-numbered year. The chief appraiser shall deliver the notice:

(1) to the county judge and each commissioner of the county served by the appraisal district;

(2) to the presiding officer of the governing body of each city or town participating in the appraisal district, to the city manager of each city or town having a city manager, and to the city secretary or clerk, if there is one, of each city or town that does not have a city manager;

(3) to the presiding officer of the governing body of each school district participating in the district and to the superintendent of those school districts; and

(4) to the presiding officer of the governing body of each junior college district participating in the district and to the president, chancellor, or other chief executive officer of those junior college districts.

(f) The chief appraiser shall calculate the number of votes to which each conservation and reclamation district entitled to vote for district directors is entitled and shall deliver written notice to the presiding officer of each conservation and reclamation district of its voting entitlement and right to nominate a person to serve as a director of the district before July 1 of each odd-numbered year.

(g) Each taxing unit other than a conservation and reclamation district that is entitled to vote may nominate by resolution adopted by its governing body one candidate for each position to be filled on the board of directors. The presiding officer of the governing body of the unit shall submit the names of the unit's nominees to the chief appraiser before October 15.

(h) Each conservation and reclamation district entitled to vote may nominate by resolution adopted by its governing body one candidate for the district's board of directors. The presiding officer of the conservation and reclamation district's governing body shall submit the name of the district's nominee to the chief appraiser before July 15 of each odd-numbered year. Before August 1, the chief appraiser shall prepare a nominating ballot, listing all the nominees of conservation and reclamation districts alphabetically by surname, and shall deliver a copy of the nominating ballot to the presiding officer of the board of directors of each district. The board of directors of each district shall determine its vote by resolution and submit it to the chief appraiser before August 15. The nominee on the ballot with the most votes is the nominee of the conservation and reclamation districts in the appraisal district if the nominee received more than 10 percent of the votes entitled to be cast by all of the conservation and reclamation districts in the appraisal district, and shall be named on the ballot with the candidates nominated by the other taxing units. The chief appraiser shall resolve a tie vote by any method of chance.

(i) If no nominee of the conservation and reclamation districts receives more than 10 percent of the votes entitled to be cast under Subsection (h), the chief appraiser, before September 1, shall notify the presiding officer of the board of directors of each conservation and reclamation district of the failure to select a nominee. Each conservation and reclamation district may submit a nominee by September 15 to the chief appraiser as provided by Subsection (h). The chief appraiser shall submit a second nominating ballot by October 1 to the conservation and reclamation districts as provided by Subsection (h). The conservation and reclamation districts shall submit their votes for nomination before October 15 as provided by Subsection (h). The nominee on the second nominating ballot with the most votes is the nominee of the conservation and reclamation districts in the appraisal district and shall be named on the ballot with the candidates nominated by the other taxing units. The chief appraiser shall resolve a tie vote by any method of chance.

(j) Before October 30, the chief appraiser shall prepare a ballot, listing the candidates whose names were timely submitted under Subsections (g) and, if applicable, (h) or (i) alphabetically according to the first letter in each candidate's surname, and shall deliver a copy of the ballot to the presiding officer of the governing body of each taxing unit that is entitled to vote.

(k) Except as provided by Subsection (k-1), the governing body of each taxing unit entitled to vote shall determine its vote by resolution and submit it to the chief appraiser before December 15. The chief appraiser shall count the votes, declare the five candidates who receive the largest cumulative vote totals elected, and submit the results before December 31 to the governing body of each taxing unit in the district and to the candidates. For purposes of determining the number of votes received by the candidates, the candidate receiving the most votes of the conservation and reclamation districts is considered to have received all of the votes cast by conservation and reclamation districts and the other candidates are considered not to have received any votes of the conservation and reclamation districts. The chief appraiser shall resolve a tie vote by any method of chance.

(k-1) This subsection applies only to an appraisal district established in a county with a population of 120,000 or more. The governing body of each taxing unit entitled to cast at least five percent of the total votes must determine its vote by resolution adopted at the first or second open meeting of the governing body that is held after the date the chief appraiser delivers the ballot to the presiding officer of the governing body. The governing body must submit its vote to the chief appraiser not later than the third day following the date the resolution is adopted.

(l) If a vacancy occurs on the board of directors other than a vacancy in the position held by a county assessor-collector serving as a nonvoting director, each taxing unit that is entitled to vote by this section may nominate by resolution adopted by its governing body a candidate to fill the vacancy. The unit shall submit the name of its nominee to the chief appraiser within 45 days after notification from the board of directors of the existence of the vacancy, and the chief appraiser shall prepare and deliver to the board of directors within the next five days a list of the nominees. The board of directors shall elect by majority vote of its members one of the nominees to fill the vacancy.

Board of Directors in Less Populous Counties and Populous Counties until July 1, 2024

This chapter applies to all counties until July 1, 2024. After July 1, 2024, this chapter applies to less populous counties. Counties with a population of less than 75,000 are considered less populous counties.⁶

Composition of Board of Directors

The board of directors is composed of five members.⁷ The number of directors can be increased up to 13 by action of the board of directors.⁸ However, in most cases, the board of directors may not make this change if a voting taxing unit adopts a resolution opposing the change.⁹

Taxing units participating in the appraisal district may increase the number of directors up to 13 members if three-fourths of voting taxing units adopt resolutions.¹⁰ A change is not valid if it reduces the voting entitlement of one or more taxing units (unless the taxing unit adopts one of two specified resolutions) or if it expands the types of taxing units that are entitled to vote on the appointment of directors.¹¹

The county TAC is a nonvoting director, if not appointed as a voting director.¹² If a county commissioners court enters into a contract for assessment and collections under Tax Code Section 6.24(b) or if the appraisal district board of directors enters into a contract for appraisal under Tax Code Section

6.05(b), then the county TAC is ineligible to serve on the board of directors.¹³

Board members may not receive compensation for service on the board but are entitled to reimbursement for actual and necessary expenses incurred in the performance of their duties.¹⁴ This reimbursement is as provided by the budget adopted by the board of directors.¹⁵

Eligibility

To be eligible to serve on a board of directors, an individual must be a current resident of the appraisal district having resided in the appraisal district for at least two years immediately preceding the date of taking office.¹⁶ This residency requirement does not apply to a county TAC serving as a nonvoting director.¹⁷

⁶ Tex. Tax Code §6.03(a) as amended by Acts 2023, 88th Leg., 2nd C.S., ch. 1 (S.B. 2), Sec. 5.02, effective July 1, 2024

⁷ Tex. Tax Code §§6.03(a) effective until July 1, 2024 and 6.03(a-1) as amended by Acts 2023, 88th Leg., 2nd C.S., ch. 1 (S.B. 2), Sec. 5.02, effective July 1, 2024

⁸ Tex. Tax Code §6.031(a)

⁹ Tex. Tax Code §6.031(a)

¹⁰ Tex. Tax Code §6.031(b)

¹¹ Tex. Tax Code §6.031(b)

¹² Tex. Tax Code §§6.03(a) effective until July 1, 2024 and 6.03(a-1) as amended by Acts 2023, 88th Leg., 2nd C.S., ch. 1 (S.B. 2), Sec. 5.02, effective July 1, 2024

¹³ Tex. Tax Code §§6.03(a) effective until July 1, 2024 and 6.03(a-1) as amended by Acts 2023, 88th Leg., 2nd C.S., ch. 1 (S.B. 2), Sec. 5.02, effective July 1, 2024

¹⁴ Tex. Tax Code §6.04(c)

¹⁵ Tex. Tax Code §6.04(c)

¹⁶ Tex. Tax Code §§6.03(a) effective until July 1, 2024 and 6.03(a-1) as amended by Acts 2023, 88th Leg., 2nd C.S., ch. 1 (S.B. 2), Sec. 5.02, effective July 1, 2024

¹⁷ Tex. Tax Code §§6.03(a) effective until July 1, 2024 and 6.03(a-1) as amended by Acts 2023, 88th Leg., 2nd C.S., ch. 1 (S.B. 2), Sec. 5.02, effective July 1, 2024

Degrees of Consanguinity and Affinity

1 st DEGREE	2 nd DEGREE	3 rd DEGREE
By Consanguinity <ul style="list-style-type: none"> • Parents • Children By Affinity <ul style="list-style-type: none"> • Spouses of relatives listed under first degree consanguinity • Spouse • Spouse's parents • Spouse's children • Stepparents • Stepchildren 	By Consanguinity <ul style="list-style-type: none"> • Grandparents • Grandchildren • Brothers and sisters By Affinity <ul style="list-style-type: none"> • Spouses of relatives listed by second degree consanguinity • Spouse's grandparents • Spouse's grandchildren • Spouse's brothers and sisters 	By Consanguinity <ul style="list-style-type: none"> • Great grandparents • Great grandchildren • Nieces and nephews • Aunts and uncles By Affinity <ul style="list-style-type: none"> • No prohibitions

An employee of a taxing unit that participates in the appraisal district is not eligible to serve on the board of directors unless that individual also is a member of the taxing unit governing body or an elected official of a taxing unit.¹⁸ Membership on the taxing unit governing body does not make an otherwise eligible individual ineligible to serve on the board of directors.¹⁹

Owing delinquent property taxes disqualifies a person from serving on the board of directors.²⁰ The person is ineligible if he or she owns property on which delinquent property taxes have been owed for more than 60 days after the date the person knew or should have known of the delinquency.²¹ This disqualification does not apply if the person is paying the delinquent taxes and any penalties and interest under an installment payment agreement or has deferred or abated a suit to collect the delinquent taxes.²²

A person is ineligible to serve on the board of directors if the individual served as a member of the board of directors for all or part of five terms, unless they were a county assessor-collector at the time of service, or the appraisal

district is established in a county with a population of less than 120,000.²³

A person who has appraised property for compensation for use in proceedings, represented property owners for compensation in proceedings in the appraisal district or was an appraisal district employee at any time within the preceding three years is ineligible to serve on the board of directors.²⁴

A person is ineligible to serve on the board of directors if the individual is related within the second degree of consanguinity (blood) or affinity (marriage) to the following:

- an appraiser who appraises property for use in a proceeding under the Tax Code; or
- a person who represents property owners for compensation in proceedings under the Tax Code in the appraisal district.²⁵

A director who continues to hold office knowing he or she is related in this manner to the above-named persons commits a Class B misdemeanor offense.²⁶

An individual is not eligible to be a candidate for, to be appointed to, or to serve on the board of directors if the individual

¹⁸ Tex. Tax Code §§6.03(a) effective until July 1, 2024 and 6.03(a-1) as amended by Acts 2023, 88th Leg., 2nd C.S., ch. 1 (S.B. 2), Sec. 5.02, effective July 1, 2024

¹⁹ Tex. Tax Code §§6.03(a) effective until July 1, 2024 and 6.03(a-1) as amended by Acts 2023, 88th Leg., 2nd C.S., ch. 1 (S.B. 2), Sec. 5.02, effective July 1, 2024

²⁰ Tex. Tax Code §6.035(a)(2)

²¹ Tex. Tax Code §6.035(a)(2)

²² Tex. Tax Code §6.035(a)(2)

²³ Tex. Tax Code §6.035(a-1)

²⁴ Tex. Tax Code §6.035(a-1)

²⁵ Tex. Tax Code §6.035(a)(1)

²⁶ Tex. Tax Code §6.035(b)

has a substantial interest in a business entity that is party to a contract or the individual is a party to a contract with the appraisal district.²⁷ This prohibition also applies to contracts with a taxing unit that participates in the appraisal district if the contract relates to the performance of an activity governed by the Tax Code.²⁸ An appraisal district may not enter into a contract with a board member or with a business entity in which a board member has a substantial interest.²⁹ A taxing unit may not enter into a contract relating to the performance of an activity governed by the Tax Code with a board member in which the taxing unit participates or with a business entity in which a board member has a substantial interest.³⁰

An individual has substantial interest in a business entity if:

- the combined ownership of the director and the director's spouse is at least 10 percent of the voting stock or shares of the business entity; or
- the director or director's spouse is a partner, limited partner or officer of the business entity.³¹

Appointment by Taxing Units and Terms

Taxing units — counties, cities/towns, school districts, junior colleges and certain conservation and reclamation districts — nominate candidates and vote on the board of directors in odd-numbered years.³² Conservation and reclamation districts may participate in this process if at least one conservation and reclamation district in the appraisal district delivers to the chief appraiser a written request to nominate and vote on the board of directors by June 1 of each odd-numbered year.³³ On request, the chief appraiser must certify all eligible conservation and reclamation districts that are imposing taxes and that participate in the appraisal district by June 15.³⁴

The board of directors is selected by appointment; it is not an election governed by the Texas Election Code.³⁵ The method

or procedure for appointing members can be changed by the board of directors or by three-fourths of the voting taxing units acting through resolutions.³⁶

The voting entitlement of a taxing unit is determined by a calculation that takes into account a taxing unit's share of the total dollar amount of property taxes imposed in the appraisal district.³⁷ The chief appraiser makes this calculation for each taxing unit (other than conservation and reclamation districts) and delivers written notice before Oct. 1 of each odd-numbered year of the number of votes to which each taxing unit is entitled.³⁸ Each taxing unit (other than a conservation and reclamation district) that is entitled to vote may submit to the chief appraiser one nominee for each position to be filled before Oct. 15.³⁹

The chief appraiser also must calculate the number of votes that an eligible conservation and reclamation district is entitled to and must deliver before July 1 of each odd-numbered year, a written notice to the district of its voting entitlement and right to nominate one candidate for director.⁴⁰ All eligible conservation and reclamation districts must submit the name of the district's nominee to the chief appraiser before July 15 of each odd-numbered year.⁴¹ Before Aug. 1, the chief appraiser must prepare a nominating ballot listing all the nominees of conservation and reclamation districts and deliver a ballot to the presiding officer of the board of directors of each district.⁴² The board of directors of each district must submit its vote for the nominee of conservation and reclamation districts before Aug. 15.⁴³ The winning nominee of the conservation and reclamation districts in the appraisal district becomes a nominee for appraisal district director.⁴⁴

The chief appraiser must prepare a ballot before Oct. 30 with candidates whose names were timely submitted, including the nominee of conservation and reclamation districts, if applicable.⁴⁵ Each taxing unit entitled to vote must determine its vote by resolution and submit it to the chief appraiser before Dec.

²⁷ Tex. Tax Code §6.036(a)

²⁸ Tex. Tax Code §6.036(a)

²⁹ Tex. Tax Code §6.036(b)

³⁰ Tex. Tax Code §6.036(c)

³¹ Tex. Tax Code §6.036(d)

³² Tex. Tax Code §6.03(c)

³³ Tex. Tax Code §6.03(c)

³⁴ Tex. Tax Code §6.03(c)

³⁵ Tex. Att'y Gen. Op. JM 166 (1984)

³⁶ Tex. Tax Code §6.031(a) and (b)

³⁷ Tex. Tax Code §6.03(d)

³⁸ Tex. Tax Code §6.03(e)

³⁹ Tex. Tax Code §6.03(g)

⁴⁰ Tex. Tax Code §6.03(f) and (h)

⁴¹ Tex. Tax Code §6.03(h)

⁴² Tex. Tax Code §6.03(h)

⁴³ Tex. Tax Code §6.03(h)

⁴⁴ Tex. Tax Code §6.03(h)

⁴⁵ Tex. Tax Code §6.03(j)

15.⁴⁶ The five candidates who receive the largest cumulative vote totals become the board of directors.⁴⁷ The chief appraiser announces the new directors before Dec. 31.⁴⁸ Ties must be resolved by the chief appraiser by any method of chance.⁴⁹

In counties with a population of 120,000 or more, a taxing unit entitled to cast at least five percent of the total votes is required to determine its vote by resolution adopted at the first or second meeting held after the chief appraiser delivers the ballot. The taxing unit must submit its vote not later than the third day following the date the resolution is adopted.⁵⁰

Both the board of directors and taxing units may propose to change the method or procedure for appointing directors.⁵¹ If the board of directors makes the proposal, a voting taxing unit may veto the proposal by adopting a resolution opposing the change before Sept. 1.⁵² If a participating taxing unit proposes a change, the change is adopted if three-fourths of the voting taxing units adopt resolutions providing for the change.⁵³ A resolution to change the method or procedure for appointing directors must be filed with the chief appraiser after June 30 and before Oct. 1 of a year in which members are appointed, or the resolution is ineffective.⁵⁴

Throughout the selection process, the Tax Code specifies dates for action by the chief appraiser and the taxing units. The dates provided in Tax Code Section 6.03(f) and (g) are directory and not mandatory.⁵⁵ However, the advice of legal counsel should be obtained in such situations.

Appraisal district directors serve two-year terms beginning on Jan. 1 of an even-numbered year.⁵⁶ The two-year term of office does not apply to the county TAC who serves as a nonvoting director.⁵⁷

Voting taxing units may adopt staggered one- and two-year terms.⁵⁸ To adopt staggered terms, taxing units must take two actions.⁵⁹ First, at least three-fourths of the voting taxing units are required to adopt resolutions for staggered terms.⁶⁰ Second, the voting taxing units must have changed the method for appointing members to end cumulative voting (casting all or part of the votes to which the taxing unit is entitled). These two actions may be proposed concurrently.⁶¹

A resolution proposing staggered terms must be filed with the chief appraiser after June 30 and before Oct. 1.⁶² If the chief appraiser determines that enough taxing units filed valid resolutions, he or she must notify all taxing units of the change before Oct. 10.⁶³ Staggered terms take effect on Jan. 1 of the next even-numbered year.⁶⁴ To start staggering terms, all members are appointed for that year without regard to staggered terms.⁶⁵ At the earliest practical date after Jan. 1, the board determines by lot which of its members will serve one- and two-year terms.⁶⁶

Boards with an even number of members divide the one- and two-year terms in half. Boards with an odd number of members must have one more member with a two-year term than members with one-year terms.⁶⁷ For example, a six-member board would choose three members to serve one-year terms. A five-member board would choose two.

For each director's term that expires on Jan. 1, the appraisal district must annually appoint directors for a term that begins on that Jan. 1.⁶⁸

Staggered terms may be rescinded by resolution of a majority of voting taxing units.⁶⁹ The resolution must be adopted and filed with the chief appraiser after June 30 and before Oct. 1 of odd-numbered years.⁷⁰ After a valid rescission, the

⁴⁶ Tex. Tax Code §6.03(k)

⁴⁷ Tex. Tax Code §6.03(k)

⁴⁸ Tex. Tax Code §6.03(k)

⁴⁹ Tex. Tax Code §6.03(k)

⁵⁰ Tex. Tax Code §6.03(k-1)

⁵¹ Tex. Tax Code §6.031(a) and (b)

⁵² Tex. Tax Code §6.031(a)

⁵³ Tex. Tax Code §6.031(b)

⁵⁴ Tex. Tax Code §6.031(c)

⁵⁵ Tex. Att'y Gen. Op. JM-166 (1984)

⁵⁶ Tex. Tax Code §6.03(b)

⁵⁷ Tex. Tax Code §6.03(b)

⁵⁸ Tex. Tax Code §6.034(a)

⁵⁹ Tex. Tax Code §6.034(a)

⁶⁰ Tex. Tax Code §6.034(a)

⁶¹ Tex. Tax Code §6.034(a)

⁶² Tex. Tax Code §6.034(b)

⁶³ Tex. Tax Code §6.034(c)

⁶⁴ Tex. Tax Code §6.034(d)

⁶⁵ Tex. Tax Code §6.034(d)

⁶⁶ Tex. Tax Code §6.034(d)

⁶⁷ Tex. Tax Code §6.034(d)

⁶⁸ Tex. Tax Code §6.034(e)

⁶⁹ Tex. Tax Code §6.034(g)

⁷⁰ Tex. Tax Code §6.034(g)

terms of all current members expire on the next Jan. 1, even if a member will have only served one year of a two-year term.⁷¹ The entire board will be appointed for two-year terms on that date.⁷² Staggered terms are automatically rescinded if the appraisal district makes a change in the method of appointing board members that results in a method of using cumulative voting.⁷³

Recalling a Director

A taxing unit may ask for the recall of an appointed director the taxing unit voted for in the appointment process.⁷⁴ A recall starts when a taxing unit files a resolution with the chief appraiser stating that the taxing unit is calling for the recall of a named member.⁷⁵ Within 10 days after a taxing unit files a recall resolution, the chief appraiser must give written notice of the resolution's filing to the presiding officer of each voting taxing unit.⁷⁶

Only the taxing units that voted for the member may vote.⁷⁷ A recall-voting taxing unit has the same number of votes in the recall that it cast in appointing the board member.⁷⁸ A taxing unit votes by submitting a resolution to the chief appraiser on or before the 30th day after the recall resolution's filing.⁷⁹

Not later than the 10th day after the last day for voting in favor of the recall, the chief appraiser must count the votes cast.⁸⁰ A director is recalled if the number of votes cast in favor of recall equals or exceeds a majority of the votes cast appointing the board member.⁸¹ The chief appraiser must immediately notify in writing the presiding officer of the board of directors and the governing body of each recall-voting taxing unit of the results.⁸² If the chair is the subject of the recall, the board secretary must also be notified.⁸³

After a recall, the director's vacancy is filled by the recall-voting taxing units appointing a new board member.⁸⁴ Each recall-voting taxing unit may nominate by resolution one candidate and is entitled to the same number of votes it originally cast to appoint the recalled member.⁸⁵

On or before the 15th day after the last day nominations must be submitted, the chief appraiser must prepare a ballot and deliver a copy of the ballot to the presiding officer of each taxing unit's governing body that is entitled to vote to fill the vacancy.⁸⁶ A taxing unit determines its vote by resolution and submits it to the chief appraiser.⁸⁷ The chief appraiser counts the votes on or before the 15th day after the last day on which a taxing unit may vote, declares the winner who received the largest vote total and notifies the chair of the board of directors, each taxing unit and the candidates.⁸⁸ The chief appraiser must resolve a tie vote by any method of chance.⁸⁹

If the board of directors is appointed by another method or procedure adopted under Tax Code Section 6.031, the taxing units that voted for or participated in the director's appointment may recall him or her and appoint a new director by any method adopted by resolution of a majority of recall-voting taxing units.⁹⁰ If the appointment was by election, the method of recall and appointing a new director to the vacancy is not valid unless it provides that each taxing unit is entitled to the same number of votes it cast for the member being recalled.⁹¹

Vacancy

If a vacancy occurs on the board, each voting taxing unit nominates by resolution a candidate to fill the vacancy.⁹² Within 45 days after receiving notice from the board of directors that a vacancy exists, a taxing unit must submit the nomination to the chief appraiser.⁹³ The chief appraiser delivers a list of the nominees to the directors within the next

⁷¹ Tex. Tax Code §6.034(g)

⁷² Tex. Tax Code §6.034(g)

⁷³ Tex. Tax Code §6.034(h)

⁷⁴ Tex. Tax Code §6.033(a)

⁷⁵ Tex. Tax Code §6.033(a)

⁷⁶ Tex. Tax Code §6.033(a)

⁷⁷ Tex. Tax Code §6.033(b)

⁷⁸ Tex. Tax Code §6.033(b)

⁷⁹ Tex. Tax Code §6.033(b)

⁸⁰ Tex. Tax Code §6.033(c)

⁸¹ Tex. Tax Code §6.033(c)

⁸² Tex. Tax Code §6.033(c)

⁸³ Tex. Tax Code §6.033(c)

⁸⁴ Tex. Tax Code §6.033(d)

⁸⁵ Tex. Tax Code §6.033(d)

⁸⁶ Tex. Tax Code §6.033(d)

⁸⁷ Tex. Tax Code §6.033(d)

⁸⁸ Tex. Tax Code §6.033(d)

⁸⁹ Tex. Tax Code §6.033(d)

⁹⁰ Tex. Tax Code §6.033(e)

⁹¹ Tex. Tax Code §6.033(e)

⁹² Tex. Tax Code §6.03(l)

⁹³ Tex. Tax Code §6.03(l)

five days.⁹⁴ Directors select by majority vote one of the nominees to fill the vacancy.⁹⁵ If a vacancy occurs for a board with staggered terms, the vacancy is filled by appointment of the voting taxing unit that nominated the person whose departure caused the vacancy.⁹⁶

Disapproval of Board Actions

At times, the board of directors may take an action with which the majority of voting taxing units may disagree. Under Tax Code Section 6.10, a majority of voting taxing units may veto any action by the board of directors.⁹⁷ This disapproval power under Tax Code Section 6.10 does not apply to the adoption of the budget by the board.⁹⁸

To veto a board action other than the budget, the governing bodies of a majority of voting taxing units must adopt resolutions disapproving the action.⁹⁹ The voting taxing units must file the resolutions with the board's secretary within 15 days after the action is taken.¹⁰⁰ The board action is revoked effective the day after the day on which the required number of resolutions is filed.¹⁰¹

For voting taxing units to disapprove the appraisal district budget, a majority of the taxing units must file a resolution with the board's secretary within 30 days after the budget is adopted.¹⁰²

⁹⁴ Tex. Tax Code §6.03(l)

⁹⁵ Tex. Tax Code §6.03(l)

⁹⁶ Tex. Tax Code §6.034(i)

⁹⁷ Tex. Tax Code §6.10

⁹⁸ Tex. Tax Code §6.10

⁹⁹ Tex. Tax Code §6.10

¹⁰⁰ Tex. Tax Code §6.10

¹⁰¹ Tex. Tax Code §6.10

¹⁰² Tex. Tax Code §6.06(b)

Governance, Board Duties, Authority and Policies

A board of directors has required duties and authority under the Tax Code. Other additional duties and authority are provided for in other law. Consult an attorney regarding all legal duties and authority.

Oath of Office

The Texas Constitution requires all elected and appointed officers to sign an anti-bribery statement and take an oath of office before beginning the duties of the office.¹⁸²

The constitutionally prescribed anti-bribery statement is located on the secretary of state's website as Form 2201 at sos.state.tx.us/statdoc/forms/2201.pdf. A director signs this statement before the oath of office is administered.¹⁸³ Directors should retain the statement in the appraisal district's official records.¹⁸⁴

The official oath of office is found on the secretary of state's website as Form 2204 at sos.state.tx.us/statdoc/forms/2204.pdf.

Conflicts of Interest

Board members are subject to conflict of interest provisions in law, including Tax Code Section 6.036 which excludes certain individuals from serving on the board of directors. Local Government Code Chapter 171 applies to all local officials, including appraisal district boards of directors. Local Government Code Chapter 176 applies to officers of political subdivisions of the state.¹⁸⁵

For more information, see the Texas Ethics Commission's conflict of interest forms at ethics.state.tx.us/forms/conflict/.

¹⁸² Tex. Const. art. XVI §1(a) and (b)

¹⁸³ Tex. Const. art. XVI §1

¹⁸⁴ Tex. Const. art. XVI §1(c)

¹⁸⁵ Tex. Local Gov't Code §§171.001(1) and 176.001(3) and (4)

Ex Parte Communications

A board member commits a Class C misdemeanor offense if the member directly or indirectly communicates with the chief appraiser on any matter relating to property appraisal by the appraisal district.¹⁸⁶ However, this type of communication is allowed in:

- an open meeting of the appraisal district board of directors or another public forum; or
- a closed meeting of the board of directors held to consult with its attorney about pending litigation, at which the chief appraiser's presence is necessary for full communication between the board and its attorney.¹⁸⁷

These ex parte communication provisions do not apply to a routine communication between the chief appraiser and the county TAC relating to appraisal roll administration, including a communication made in connection with the certification, correction or collection of an account.¹⁸⁸ This exception applies regardless of whether the county TAC was appointed to the board of directors or serves as a non-voting director.¹⁸⁹

These ex parte communication provisions do not prohibit an appraisal district board member from transmitting in writing to a chief appraiser, without comment, a complaint by a property owner or taxing unit about a specific property's appraisal.¹⁹⁰

A board member, officer or employee of a taxing unit commits a Class A misdemeanor offense if they directly or indirectly communicate with the chief appraiser or another

¹⁸⁶ Tex. Tax Code §6.15(a) and (d)

¹⁸⁷ Tex. Tax Code §6.15(a)

¹⁸⁸ Tex. Tax Code §6.15(c)

¹⁸⁹ Tex. Tax Code §6.15(c)

¹⁹⁰ Tex. Tax Code §6.15(c)

appraisal district employee for the purpose of influencing an appraised property value, unless they own or lease the property themselves.¹⁹¹

Primary Duties

The following is a nonexclusive list of the board of directors' primary responsibilities under the Tax Code:

Establish the appraisal district office;¹⁹²

Hire a chief appraiser;¹⁹³

Adopt the appraisal district's annual operating budget before Sept. 15 after fulfilling notice requirements and holding a public hearing;¹⁹⁴

Adopt a new budget within 30 days after a budget is disapproved by voting taxing units;¹⁹⁵

Determine whether to remove ARB members appointed by the board after learning of a potential ground for removal;¹⁹⁶

Notify taxing units of any board vacancy and elect by majority vote of members one of the submitted nominees;¹⁹⁷

Elect from members a chair and secretary at the first meeting of the calendar year;¹⁹⁸

Have board meetings at least once each calendar quarter;¹⁹⁹

Develop and implement policies regarding reasonable access to the board;²⁰⁰

Prepare information describing the board's functions and complaint procedures; the information must be made available to the public and the appropriate taxing units;²⁰¹

Notify parties to a complaint filed with the board of the status of the complaint unless otherwise provided;²⁰²

Appoint a TLO and one or more deputy TLOs in counties having a population of over 120,000;²⁰³

Annually evaluate the performance of the TLO and each deputy TLO, if applicable, including a review of the timeliness of complaint resolution;²⁰⁴

Refer matters relating to the ARB's conduct investigated by the TLO to the local administrative district judge with a recommendation;²⁰⁵

Biennially develop a written plan for the periodic reappraisal of all property in the appraisal district's boundaries, hold a public hearing with the required notice, approve a plan by Sept. 15 of each even-numbered year and distribute copies to participating taxing units and to the Comptroller's office as required;²⁰⁶

Make an agreement with newly formed taxing unit's governing body on an estimated budget allocation for the new taxing unit;²⁰⁷

Have prepared an annual financial audit conducted by an independent certified public accountant and deliver a copy of the audit to each voting taxing unit and make available for inspection at the appraisal district office;²⁰⁸

Designate the appraisal district depository at least once every two years;²⁰⁹

Receive taxing units' resolutions disapproving board actions;²¹⁰

Adhere to requirements regarding purchasing and contracting under Local Government Code Chapter 252;²¹¹

Provide advice and consent to the chief appraiser concerning the appointment of an agricultural appraisal advisory board and determine the number of members on that advisory board;²¹²

Adhere to laws concerning the preservation, microfilming, destruction or other disposition of records; and²¹³

Adopt and implement a policy for the temporary replacement of an ARB member who violates ex parte communication requirements.²¹⁴

¹⁹¹ Tex. Tax Code §6.155

¹⁹² Tex. Tax Code §6.05(a)

¹⁹³ Tex. Tax Code §6.05(c)

¹⁹⁴ Tex. Tax Code §6.06(b)

¹⁹⁵ Tex. Tax Code §6.06(b)

¹⁹⁶ Tex. Tax Code §6.41(f) as amended by Acts 2021, 87th Leg., R.S. Ch. 533, Sec. 5

¹⁹⁷ Tex. Tax Code §6.03(l)

¹⁹⁸ Tex. Tax Code §6.04(a)

¹⁹⁹ Tex. Tax Code §6.04(b)

²⁰⁰ Tex. Tax Code §6.04(d) and (e)

²⁰¹ Tex. Tax Code §6.04(f)

²⁰² Tex. Tax Code §6.04(g)

²⁰³ Tex. Tax Code §6.052(a)

²⁰⁴ Tex. Tax Code §6.25(i)

²⁰⁵ Tex. Tax Code §41.66(q)

²⁰⁶ Tex. Tax Code §6.05(i)

²⁰⁷ Tex. Tax Code §6.06(h)

²⁰⁸ Tex. Tax Code §6.063(a) and (b)

²⁰⁹ Tex. Tax Code §6.09

²¹⁰ Tex. Tax Code §6.10

²¹¹ Tex. Tax Code §6.11

²¹² Tex. Tax Code §6.12(a)

²¹³ Tex. Tax Code §6.13

²¹⁴ Tex. Tax Code §41.66(g)

RESOLUTION NO. 2025- _____

A RESOLUTION NOMINATING CERTAIN PERSON(S) AS CANDIDATE(S) FOR ELECTION TO THE BOARD OF DIRECTORS FOR THE KLEBERG COUNTY APPRAISAL DISTRICT; REPEALING ALL RESOLUTIONS IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is time to select the Kleberg County Appraisal District Board of Directors for the 2024-2025 term and the City (as a taxing unit) has the right to nominate a candidate(s) to the Board and will later have the right to vote on candidates for the Board;

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

I.

THAT the City of Kingsville herewith nominates the following person(s) as candidate(s) for election to the Board of Directors for the Kleberg County Appraisal District:

KINGSVILLE, TEXAS 78363

II.

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

III.

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

PASSED AND APPROVED by a majority vote of the City Commission on the 22nd day of September, 2025.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #12

ORDINANCE # 2025-_____

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES CHAPTER III- ADMINISTRATION; ARTICLE 1-CITY COMMISSION, SECTION 1-MEETINGS PROVIDING FOR REVISION OF PROCESS WHEN MAYOR AND MAYOR PRO TEM LEAVE A MEETING; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, the City Commission of the City of Kingsville needs to amend its Code of Ordinances from time to time for statutory compliance and to address issues that arise; and

WHEREAS, there is an interest in removing the language that places a limit on the time period for the return of an item to the agenda after it has failed to be approved;

WHEREAS, the provisions herein are necessary to promote and protect the health, safety, and welfare of the public and to comply with State Law.

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

I.

THAT Article 1: City Commission of Chapter III- Administration, of the Code of Ordinances of the City of Kingsville, Texas shall be amended to read as follows:

Article 1 – City Commission

GENERAL PROVISIONS

...

§ 3-1-1. - Meetings.

(A) *Time of meetings.* The City Commission shall meet in regular session on the second and fourth Monday of each month at 5:00 p.m., in the Commission chambers located at City Hall, 400 West King, Kingsville, Texas.

(B) *Holidays.* The City Commission shall authorize city staff to amend the meeting schedule in the event a regular scheduled meeting date coincides with a city holiday. (Ord. 90024, passed 5-14-90)

(C) *Scheduling of meetings.* Regular or special meetings of the City Commission shall be scheduled as follows:

(1) The City Commission shall meet in accordance with this section.

(2) Any two members of the City Commission may call special meetings of the Commission at any time deemed advisable according to the Charter, Article V, § 12.

(3) If it is known that a quorum of elected officers will not be present for a regularly scheduled meeting and this fact is known 72 hours or more prior to the meeting, the meeting may be rescheduled or cancelled by either the City Manager or the City Commission. If the Mayor and Mayor Pro Tem leave a commission meeting or should both decide not to attend the scheduled meeting and a quorum is still present, then the meeting may proceed with the quorum present; and, the City Manager shall ask one of the elected officials present to perform the duties of presiding officer.

(4) Before the City Manager cancels or reschedules a regular or special meeting of the City Commission he shall get authorization from the Mayor or Mayor Pro Tem, or in their absence, from any member of the Commission.

(1962 Code, § 1-5-5; Ord. 91002, passed 1-28-91; Ord. 2019-54, passed 10-15-19)

...

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, as required by the Open Meetings Act, it is officially found and determined that the meeting at which this Ordinance is passed was open to the public and that the public notice of the time, place and purpose was given.

V.

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

INTRODUCED on this the 22nd day of September, 2025.

PASSED AND APPROVED on this the 14th day of October, 2025.

Effective Date: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #13

AGENDA ITEM #14

RESOLUTION #2025-_____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CITY MANAGER EMPLOYMENT AGREEMENT WITH CHARLES L. SOSA; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the chief administrator for the City of Kingsville ("City") is the City Manager and that position has been vacated due to the resignation of the prior City Manager who left in December 2024; and

WHEREAS, the City Commission is charged with filling the position of City Manager and on January 13, 2025 selected Clear Career Professionals to assist with the search and selection process to fill such vacancy, but did not select one of the applicants presented by the firm; and

WHEREAS, at a meeting on August 25, 2025, the City Commission appointed Interim City Manager Charles L. Sosa to the position of City Manager and on September 8, 2025 negotiated a contract with him; and

WHEREAS, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to enter into the agreement attached hereto.

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

I.

THAT the Mayor is authorized and directed as an act of the City of Kingsville, Texas to enter into a City Manager Employment Agreement with Charles L. Sosa 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 22nd day of September, 2025.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

CITY MANAGER EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made and entered into this the _____ day of _____, 2025 by and between the **CITY OF KINGSVILLE, TEXAS** (hereinafter referred to as the "City"), a Texas home-rule municipality, and **CHARLES L. SOSA** (hereinafter referred to as "Manager"), both of which parties hereto understand and agree as follows:

WITNESSETH:

WHEREAS, City Commission desires to employ **CHARLES L. SOSA** as City Manager for the City of Kingsville, Texas; and

WHEREAS, it is the desire of Kingsville City Commission to provide certain benefits, establish certain conditions of employment, and to set certain working conditions of said **Manager**; and

WHEREAS, **CHARLES L SOSA** desires to accept employment as Manager, and an officer, of said City on the terms outlined herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and hereinbefore stated, the parties hereto agree as follows:

A. Duties and Responsibilities

As City Manager, Manager agrees to perform all duties and responsibilities as described in the City Charter, the Municipal Code, the ordinances of the City, and as reasonably directed by the City Commission. It is specifically understood and agreed that the Manager must establish Kingsville residency within one hundred-eighty (180) days of his start date and remain a Kingsville resident as long as he serves as Kingsville's City Manager.

B. Salary

The Manager will receive as starting annual salary of \$180,000 payable in equal installments on the same schedule as other City employees. At the end of the Manager's initial 6 months, and following a favorable performance evaluation, the City shall increase the annual salary of the Manager to \$185,000 payable in equal installments on the same schedule as other City employees. Thereafter, City agrees to consider increasing said salary and/or other benefits of Manager in such amounts and to such an extent as the City Commission may determine that it is desirable to do so, based on the annual performance evaluation and/or salary review of the Manager. The Manager agrees he will not receive any compensation from City (i.e. anniversary, step increases, longevity pay, COLA, or other incentives) not specifically mentioned herein.

C. Automobile Allowance

The City agrees to pay Manager an annual automobile allowance of \$4,800 payable in equal installments on the same schedule as other City officers or employees with automobile allowances.

The automobile allowance shall be subject to review from time to time by the City Commission and accordingly modified, if deemed necessary. This automobile allowance shall cover all automobile-related expenses incurred by Manager, including expenses for automobile repair, maintenance, insurance, operation and replacement. Manager shall receive additional reimbursement for excess mileage outside the area as defined in the City of Kingsville "Travel Policy."

D. Vacation Leave & Sick Leave

Vacation and Sick leave shall be calculated in accordance with the City of Kingsville "Administrative Policies and Procedures Manual". The Manager shall be provided with a bank of forty (40) hours of Vacation Leave on the commencement of employment. The Manager shall accrue 120 hours of vacation leave annually earned at a rate of 4.62 hours bi-weekly. The Manager shall accrue 80 hours of sick leave annually earned at a rate of 3.07 hours bi-weekly.

E. Health Insurance

The Manager shall be eligible for coverage by the City's group medical insurance plan. The Manager may elect to have his eligible dependents covered under the health plan with the City contributing a percentage of the premiums as established by the City Commission. The fixed rate for the monthly premium for the Manager and his eligible dependents (spouse or family coverage), should he elect to pay for such coverage, shall be the same as that paid by other city employees for the same type of coverage.

F. Life Insurance

The City agrees to provide the Manager with a basic life insurance plan equal to his annual salary for the term of this agreement. The City pays all premiums associated with this policy. The Manager may, at his option and at his cost, increase the basic life insurance plan amount, if such higher insurance is available under the City's life insurance plan.

G. Moving and Relocation Allowance

The City shall pay the Manager the lump sum of \$3,500 to cover his moving and relocation expenses within 30 days of commencement of the Manager's start date.

H. Termination and Severance Pay

In the event the City Commission decides to terminate Manager's employment during such time Manager is willing and able to continue performing the duties of the City Manager, the City agrees to pay a lump sum cash payment (less any TMRS & taxes) equal to twenty (20) weeks full salary (salary & automobile allowance only) plus the value of vacation leave accrued during the term of this contract by, or credited to, the Manager prior to the termination as allowed by City Policy No. 630.04; provided, however, in the event that severance is paid to Manager, Manager agrees that he shall contemporaneously execute and deliver to the City a full release of any and all claims that he

may have against the City. The failure to execute and deliver such release shall nullify any obligation by the City to pay severance.

In the event the City Commission terminates the Manager's employment because of the commission of an illegal act, including but not limited to acts involving personal gain, corruption, misconduct or malfeasance in office, any felony, violation of the City Charter or the Administrative Policies and Procedures Manual or the City of Kingsville "Code of Ethics", then the City shall have no obligation whatsoever to pay any severance pay designated in this section.

I. Texas Municipal Retirement System

Contributions to Texas Municipal Retirement System (TMRS) are mandatory for all full-time employees. Contribution rates and other policies of the City's TMRS Plan are determined by the City Commission and are subject to change.

J. Performance Evaluation

It will be the responsibility of the Manager to work with the City Commission and develop performance criteria within six (6) months of his commencement date. The Commission must approve the performance criteria developed by the Manager. The Commission shall review and evaluate the performance of the Manager approximately six (6) months after the commencement date and then at least once annually utilizing the performance criteria approved by the Commission. The review of the Manager's performance shall be in writing and in accordance with criteria and format approved by the Commission. The Commission shall provide the Manager with a reasonable and adequate opportunity to discuss with the Commission and/or respond to the Manager's evaluation. The annual performance reviews and evaluations shall be reasonably related to the Manager's written job description and shall be based on the performance criteria jointly developed and adopted by the Commission and Manager. Adjustment of base salary, if any, is the sole discretion of the City Commission and will be effective on October 1st of each year.

K. Business Equipment and Expenses

The City shall provide the Manager with all necessary business equipment including personal computers and a cell phone with "smart phone technology." The Manager will be reimbursed for any other necessary business equipment or services not provided by the City according to City policy and guidelines.

L. Starting Date and Notice of Resignation

The Manager agrees to commence employment with the City no later than October 1, 2025. The Manager agrees to provide the City Commission with a minimum of 30 days' written notice if he chooses to resign his position and terminate this agreement.

M. Civic Activities

The Manager is encouraged to participate in community and civic organizations and activities. Membership dues and participation costs will be paid by the City, subject to annual appropriation by the City Commission.

N. Professional Dues, Education and Training

The City agrees to reimburse membership dues in ICMA and TCMA, and for reasonable expenses incurred in the attendance at annual conferences and/or regional conferences. Such reasonable expenses shall be defined as including conference registration fees, coach/economy airfares, hotel accommodations and meals in accordance with the City's Travel Policy. In addition, the City agrees to reimburse reasonable expenses incurred in attendance at one other professional development conference or training opportunity as approved by the Mayor or his designee. Developing and maintaining professional association contacts and standing provide the City with access to valuable resources, and reasonable participation and related travel by the Manager. All dues, continuing education and travel expenses are subject to annual appropriation by the City Commission.

O. Bonds

The City shall bear the full cost of any fidelity or other bonds required of the Manager under any law or ordinance.

P. Indemnification

The City will defend, hold harmless, and indemnify Manager against any tort, professional liability claims or demand, or other civil legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the duties as City Manager, except for intentional acts or acts of gross negligence or other acts not covered by the City's insurance carrier policy. The City will compromise and settle any such covered claim or suit, at its sole option, and settle any such covered claim or suit and pay the amount of any settlement or judgment rendered thereon allowed by law.

Q. Term of Agreement

This agreement shall be for a term not to exceed three (3) years from the start date of October 1, 2025. This agreement may be terminated in accordance with the provisions of Paragraph H and may be extended or renewed at any time during the term upon mutual agreement of the parties. If the City Commission takes no action regarding renewal of the Agreement prior to October 1, 2028, this Agreement automatically renews for an additional two (2) year term.

R. General Provisions

1. **Severability.** In the event any one or more of the sections, provisions or clauses contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other

provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

2. **Entire Agreement.** This Agreement incorporates all the agreements, covenants and understanding between the City and the Manager concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged onto this written Agreement. No other prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
3. **Amendment.** This Agreement shall not be modified or amended except by a written instrument executed by the Manager and the duly authorized representative of the Commission.

IN WITNESS WHEREOF, the City of Kingsville, Texas, has caused this Employment Agreement to be signed and executed on its behalf by its Mayor after being authorized to do so at a regular and duly posted meeting of the Kingsville City Commission, and the Manager has signed and executed this Agreement.

Signed this the _____ day of _____, 2025.

CITY OF KINGSVILLE, TEXAS

Sam R Fugate, Mayor

ACCEPTED:

Charles L. Sosa

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney