

City of Kingsville, Texas

AGENDA
CITY COMMISSION
MONDAY, JANUARY 13, 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 – December 9, 2024

APPROVED BY:

Charlie Sosa by M.V.

Charlie Sosa
Interim 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being discussed separately unless requested by a Commission Member in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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 final passage of an ordinance amending the zoning ordinance by changing the zoning map in reference to Jesse 2, Lot 9, 10, (1.64 acres) also known as 1101 S. US Hwy 77, Kingsville, Texas from C2 (Retail District) to C4 (Commercial District); amending the comprehensive plan to account for any deviations from the existing comprehensive plan. (Director of Planning and Development Services).
2. Motion to approve final passage of an ordinance amending the zoning ordinance by granting a Special Use Permit for case wash use in C2 (Retail District) at College AC, Block 11, Lot E100' SE/4, also known as 600 West Corral Ave., Kingsville, Texas; amending the comprehensive plan to account for any deviations from the existing comprehensive plan. (Director of Planning and Development Services).
3. Motion to approve final passage of an ordinance amending the Fiscal Year 2024-2025 Budget to accept and expend the State Energy Conservation Office (SECO) Award for lighting in and around the Recreation Hall at Dick Kleberg Park. (Grant award accepted on 11/25/24) (Parks Director).
4. Motion to approve final passage of an ordinance amending the Fiscal Year 2024-2025 Budget to appropriate funding for Tourism dog park. (Tourism Director).
5. Motion to approve final passage of an ordinance amending the City of Kingsville Code of Ordinances Chapter XV, Article 1-Building Regulations, Section 13-Purpose and Authority for Third Party Plan Review and Inspection Services. (Director of Planning and Development Services).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

6. Consideration and approval of a resolution authorizing the City to submit an application to the FEMA Assistance to Firefighters Grant requesting grant funding for an ambulance on behalf of the Kingsville Fire Department with an anticipated cash match. (Fire Chief).
7. Consider introduction of an ordinance amending the Fiscal Year 2024-2025 Budget to appropriate funding for Fire Department training. (Fire Chief).
8. Consideration and approval of a resolution authorizing adoption and approval of the Kroger Texas Settlement Agreement and execution of related documents for the opioid settlement. (settlements with other defendants approved on 9/13/21 and 3/27/23) (Police Chief).
9. Consideration and approval of a resolution authorizing the Chief of Police to enter into a Memorandum of Understanding between the City of Kingsville Police Department and Flock Safety for law enforcement access. (Police Chief).

10. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances Chapter III-Administration, Article 8-Records Management, providing for Section 10-Fingerprint and Background Check Fees and for Section 11-Subpoena Duces Tecum and Zoning Verification Fees. (Police Chief/City Attorney).
11. Consideration and approval of RFP#25-04 for the Purchase and Installation of Kennels for the Animal Shelter (at the City of Kingsville Health Department), as per staff recommendation. (Purchasing Manager).
12. Consideration and approval of a resolution authorizing the Mayor to execute applications to the Texas Department of Transportation for the 2025 Transportation Alternatives Set-Aside (TASA) Program. (City Engineer).
13. Consideration and approval of a resolution authorizing the Mayor to execute an Advanced Funding Agreement (AFA) with the Texas Department of Transportation for TASA Program Project for a City-Wide Non-Motorized Transportation Plan. (from 2023 TxDOT TASA Program) (City Engineer).
14. Consideration and approval of a resolution authorizing the City Manager to execute Change Order #1 to PM Construction and Rehab LLC for the GLO CDBG Mitigation Contract No. 22-082-016-D218 Project 5: E. Lott Ave. Sanitary Sewer Improvements Project. (Bid 24-04; Contract was awarded on March 25, 2024) (City Engineer).
15. Consider introduction of an ordinance amending the Fiscal Year 2024-2025 Budget to appropriate additional funding for City Wide Miscellaneous Concrete and Drainage Improvements-Phase 3. (City Engineer).
16. Consideration and approval of a resolution authorizing the Mayor to execute a Professional (Engineering) Services Agreement with International Consulting Engineers for Low Water Crossing Repairs and Improvements. (awarded RFQ No. 25-01 for Professional Engineering Services on 11/25/24). (City Engineer).
17. Consider introduction of an ordinance amending the Fiscal Year 2024-2025 Budget to appropriate funding for Planning Department inspection services. (Director of Planning and Development Services).
18. Consideration and approval of award of informal request for proposal to an executive search firm to assist with filling the City Manager position. (Mayor Fugate).
19. Consideration and approval of a resolution authorizing the Mayor to enter into an agreement for executive recruitment services for the City Manager position. (Mayor Fugate).
20. Consideration and approval of a resolution appointing two representatives and two alternate representatives to the Coastal Bend Council of Governments. (to add interim city manager) (Com. Alvarez).
21. Consideration and approval of a resolution authorizing the sale of the City's real property located at 811 East Vela Street, Kingsville, Texas, also known as Sims 2, Block 4, Lot 1-3, S/2 4 & S ¼ 5, while retaining a utility easement. (Item first presented on 11/25/24) (Director of Planning and Development Services).

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.

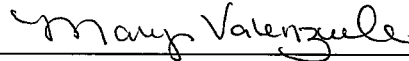
4. Items being considered by the Commission for action except citizen's comments to the Mayor and Commission, no comment at this point without 5 affirmative votes of the Commission.

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:

January 9, 2025, at 2:30 P.M. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.



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

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

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

**MINUTES OF PREVIOUS
MEETING(S)**

DECEMBER 9, 2024

A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, DECEMBER 9, 2024, 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 N. Alvarez, Commissioner
Hector Hinojosa, Commissioner
Leo Alarcon, Commissioner

CITY STAFF PRESENT:

Mark McLaughlin, City Manager
Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
Kyle Benson, IT Director
Emilio Garcia, Health Director
Rudy Mora, City Engineer
Erik Spitzer, Director of Economic & Development Services
Juan J. Adame, Fire Chief
Diana Gonzalez, Human Resources Director
Alicia Tijerina, Special Events Coordinator
Susan Ivy, Park Director
Bill Donnell, Public Works Director
Deborah Balli, Finance Director
Leticia Salinas, Accounting Manager
Nick Chapa, IT
Charlie Sosa, Purchasing Manager
John Blair, Police Chief
Mike Mora, Capital Improvements Manager
Kwabena Agyekum, Senior Planner

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 – November 25, 2024

Motion made by Commissioner Lopez to approve the minutes of November 25, 2024 as presented, seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Lopez, Alvarez, Hinojosa, Alarcon, Fugate voting "FOR".

Special Meeting – December 5, 2024

Motion made by Commissioner Lopez to approve the minutes of December 5, 2024 as presented, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Alvarez, Hinojosa, Alarcon, Lopez, Fugate voting "FOR".

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

1. Public hearing to consider amending the zoning ordinance by changing the zoning map in reference to Jesse 2, Lot 9, 10, (1.64 acres) also known as 1101 S. US Hwy 77, Kingsville, Texas from C2 (Retail District) to C4 (Commercial District); amending the comprehensive plan to account for any deviations from the existing comprehensive plan. (Director of Planning and Development Services).

Mayor Fugate opened this public hearing at 5:04 p.m. He further announced that this is a public hearing and if anyone would like to speak on behalf of this item they may do so now with a five-minute limit. The City Commission cannot extend additional time.

Mr. Erik Spitzer, Director of Planning and Development Services, stated that Mr. Ross West, applicant/owner, approached his department on October 22, 2024, requesting approval of re-zoning the parcel of land located at 1101 S. US Hwy 77 from C2 (Retail) to C4 (Commercial) for a Provisioning and Recreational Sporting Goods Sales Facility. This parcel of land is currently zoned C2 (Retail). There are two Provisioning and Recreational Sporting Goods Sales businesses at this location, (a) apply for a Special Use Permit or (b) apply to re-zone. Mr. West has chosen to apply for a re-zone. The Planning and Zoning Commission meeting was held on December 4, 2024, where they voted to approve the re-zoning. Staff mailed 19 notice letters to neighbors within the 200-foot buffer and the city received no feedback.

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

2. Public hearing to consider amending the zoning ordinance by granting a Special Use Permit for case wash use in C2 (Retail District) at College AC, Block 11, Lot E100' SE/4, also known as 600 West Corral Ave., Kingsville, Texas; amending the comprehensive plan to account for any deviations from the existing comprehensive plan. (Director of Planning and Development Services).

Mayor Fugate opened this public hearing at 5:05 p.m. He further announced that this is a public hearing and if anyone would like to speak on behalf of this item they may do so now with a five-minute limit. The City Commission cannot extend additional time.

Mr. Spitzer stated that Mr. Baltazar Ramierz, applicant/owner, approached the department on October 31, 2024, requesting a Special Use Permit for a self-serve carwash located at 600 West Corral, currently zoned as C2 (Retail). This parcel of land presently has an existing self-serve carwash at this location that is not in use. A carwash is permitted in C2, provided that a Special Use Permit is approved. Staff mailed 13 notice letters to neighbors within the 200-foot buffer and the city received no feedback. The Planning and Zoning Commission met on December 4, 2024, and approved the Special Use Permit.

There being no comments or further discussion, Mayor Fugate closed this public hearing at 5:07.

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. Mark McLaughlin, City Manager, thanked staff for their participation in the festivities that took place this past weekend. Mr. McLaughlin also gave an update on the 8” water main break on Senator Carlos Truan.

Ms. Courtney Alvarez, City Attorney, reported that the next scheduled meeting is set for January 13, 2025. The deadline for staff to submit their agenda items for this upcoming meeting is January 3, 2025. Ms. Alvarez further reported that City Offices will be closed on the following days for the upcoming holidays, Tuesday, December 24th, and Wednesday, December 25, 2024; December 31, 2024, and January 1, 2025.

Commissioner Lopez addressed Mr. McLaughlin by stating that she would like to express her deep gratitude for his dedicated work in assisting Kingsville to move forward and for always upholding laws that the commission passed and overseeing all governmental procedures. She thanked him for his leadership and wished him well.

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 the consent agenda as presented, seconded by Commissioner Alarcon. The motion was passed and approved by the following vote: Hinojosa, Alarcon, Lopez, Alvarez, Fugate voting “FOR”.

1. Motion to approve final passage of an ordinance of the City Commission of the City of Kingsville, Texas, pursuant to Chapter 311 of the Texas Tax Code, creating Tax Increment Financing Reinvestment Zone Number Three, City of Kingsville, Texas. (Economic Development Director).

2. Motion to approve final passage of an ordinance amending the Fiscal Year 2024-2025 Budget to setup budget for rolled over purchase orders. (Finance Director).

3. Motion to approve final passage of an ordinance amending the Fiscal Year 2024-2025 Budget to appropriate funding received on the sale of the Old Hospital Property, (in the 400 Block of West Caesar Ave.; sale was approved on 10/28/24 via Resolution #2024-88). (Finance Director).

4. Motion to approve final passage of an ordinance amending the Fiscal Year 2024-2025 Budget to appropriate funding for emergency plumbing repairs to Fire Station #2. (Purchasing Manager).
5. Motion to approve final passage of an ordinance amending the Fiscal Year 2024-2025 Budget to accept and expend the Border Zone Fire Department Grant Award #5106101 for Fire Rescue Equipment. (Fire Chief).
6. Motion to approve final passage of an ordinance amending the Fiscal Year 2024-2025 Budget to appropriate funding for the purchase of IBC Books for the Planning Department. (Director of Planning & Development Services).
7. Motion to approve final passage of an ordinance amending the Fiscal Year 2024-2025 Budget to appropriate funding for the inspection work by Bureau Veritas for the Planning Department. (Director of Planning & Development Services).
8. Motion to approve final passage of an ordinance amending the Fiscal Year 2024-2025 Budget to accept and expend the OGG Grant Award for the Body Worn Camera Grant Program #5094901. (Police Chief).
9. Motion to approve final passage of an ordinance amending the Fiscal Year 2024-2025 Budget to accept and expend the Local Border Security Program Grant Award #2994110 for Police overtime. (Police Chief).
10. Motion to approve final passage of an ordinance amending the Fiscal Year 2024-2025 Budget to accept and expend the Patrick Leahy Bulletproof Vest Grant Program. (Police Chief).
11. Motion to approve final passage of an ordinance amending the Fiscal Year 2024-2025 Budget to accept and expend the Operation Lone Star Grant Award #4385703 for various Police Department expenditures. (Police Chief).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

12. Consider introduction of an ordinance amending the zoning ordinance by changing the zoning map in reference to Jesse 2, Lot 9, 10, (1.64 acres) also known as 1101 S. US Hwy 77, Kingsville, Texas from C2 (Retail District) to C4 (Commercial District); amending the comprehensive plan to account for any deviations from the existing comprehensive plan. (Director of Planning and Development Services).

Introduction item.

13. Consider introduction of an ordinance amending the zoning ordinance by granting a Special Use Permit for case wash use in C2 (Retail District) at College AC, Block 11, Lot E100' SE/4, also known as 600 West Corral Ave., Kingsville, Texas; amending the comprehensive plan to account for any deviations from the existing comprehensive plan. (Director of Planning and Development Services).

Introduction item.

14. Consideration and approval of a resolution authorizing the Mayor to execute a Master Agreement for Professional Services (Engineering) with Garver, LLC for the WaterSMART Drought Response Grant administered by the U.S. Bureau of Reclamation for water system improvements. (Request for Qualification (RFQ #25-02) awarded on 10/28/24) (City Engineer).

Mr. Rudy Mora, City Engineer, stated that staff is seeking for approval to award a Master Agreement of Professional Services to Garver which was selected through RFQ 25-02, for the design and rehabilitation of critical water infrastructure. The project scope includes Rehab Water Well #14; New Water Well #20; Rehab Water Well #22; Rehab Water Well #24; and New 0.5 MG Elevated Storage Tank at Water Well #25. Mr. Mora stated that staff recommended approving the Master Agreement of Professional Services between the City and Garver in the amount of \$1,894,805.

Motion made by Commissioner Alarcon to approve the resolution authorizing the Mayor to execute a Master Agreement for Professional Services (Engineering) with Garver, LLC for the WaterSMART Drought Response Grant administered by the U.S. Bureau of Reclamation for water system improvements. (Request for Qualification (RFQ #25-02) awarded on 10/28/24), seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Alarcon, Lopez, Alvarez, Hinojosa, Fugate voting "FOR".

15. Consideration and approval of a resolution authorizing the Mayor to execute Work Order No.1 to the Master Agreement for Professional Services (Engineering) with Garver LLC for the WaterSMART Drought Response Grant administered by the U.S. Bureau of Reclamation for water system improvements. (Project No. 2401597). (City Engineer).

Mr. Mora stated that this contract covers essential services to ensure efficient and compliant project delivery including Project Maintenance & Coordination; Planning and Conceptual Phase; TCEQ Permitting; Preliminary Design Phase; Final Design Phase; Bidding Services; Construction Administration Services; and Post Construction/Close Out Services.

Motion made by Commissioner Alvarez to approve the resolution authorizing the Mayor to execute Work Order No.1 to the Master Agreement for Professional Services (Engineering) with Garver LLC for the WaterSMART Drought Response Grant administered by the U.S. Bureau of Reclamation for water system improvements. (Project No. 2401597), seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Lopez, Alvarez, Hinojosa, Alarcon, Fugate voting "FOR".

16. Consideration and approval of a resolution authorizing the City Manager to enter into an Agreement by and between Vested Networks and the City of Kingsville. (telecommunication services at certain city facilities) (IT Director).

Mr. Kyle Benson, IT Director, stated that this item authorizes approval of the replacement of desk phones, including service for all City of Kingsville locations, excluding the Kingsville Police Department (KPD), with hardware and service provided by Vested Network. The city's current phone solution is a hybrid system that consists of on-premises phone equipment that services City Hall, Public Works, and Municipal Court/Utility Billing as well as cloud-based phones at all other locations excluding KPD. The cloud phone provider at the other locations has announced increased costs while also experiencing significant issues with services resulting in multiple prolonged disruptions to phone service at several locations. Monthly recurring cost for service for 112 lines is \$2,531.00. This is a lesser amount than what is currently being paid to Foremost Technologies and Mitel, now a RingCentral Company, for service.

Motion made by Commissioner Hinojosa to approve the resolution authorizing the City Manager to enter into an Agreement by and between Vested Networks and the City of Kingsville. (telecommunication services at certain city facilities), seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Alvarez, Hinojosa, Alarcon, Lopez, Fugate voting "FOR".

17. Consider introduction of an ordinance amending the Fiscal Year 2024-2025 Budget to accept and expend the State Energy Conservation Office (SECO) Award for lighting in and around the Recreation Hall at Dick Kleberg Park. (Grant award accepted on 11/25/24) (Parks Director).

Introduction item.

18. Consider authorizing use of Tourism ARP Funds for the Tourism dog park. (Tourism Director).

Mrs. Alicia Tijerina, Special Events Coordinator, stated that Tourism is working to improve the aesthetics of the Visitors Center off the highway and would like to complete the job before the opening of the Fuel America next door and the centennial celebrations at Texas A&M University-Kingsville. Additionally, to salvage two mature trees on site and make use of the adjoining space between Fuel America and Tourism facilities, staff would like to install a small dog park to draw visitors to our space to market upcoming events and our community. Tourism would like to use the remaining balance of ARPA funds and additionally request a budget amendment to cover the costs associated with this project. The total request is for \$26,556.72, which is the remaining funds in the Tourism ARPA Funds.

Motion made by Commissioner Lopez to authorize the use of Tourism ARP Funds for the Tourism Dog Park, seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Hinojosa, Alarcon, Lopez, Alvarez, Fugate voting "FOR".

19. Consider introduction of an ordinance amending the Fiscal Year 2024-2025 Budget to appropriate funding for Tourism dog park. (Tourism Director).

Introduction item.

20. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances Chapter XV, Article 1-Building Regulations, Section 13-Purpose and Authority for Third Party Plan Review and Inspection Services. (Director of Planning and Development Services).

Introduction item.

21. Consideration and approval of a resolution designating the authorized signatories for financial, health trust plan, and other items of city business from the City Manager to the Interim City Manager. (City Manager).

Motion made by Commissioner Lopez to approve the resolution designating the authorized signatories for the financial, health trust plan, and other items of city business from the City Manager to the Interim City Manager, seconded by Commissioner Alvarez and Commissioner Alarcon. The motion was passed and approved by the following vote: Alarcon, Lopez, Alvarez, Hinojosa, Fugate voting "FOR".

22. Consideration and approval of Interim City Manager compensation. (Mayor Fugate).

Motion made by Commissioner Lopez to approve an additional stipend of \$7,000.00 per month, over the original salary, to the Interim City Manager, plus the same dollar amount of car allowance that the current City Manager receives, and not the amount that was approved at the previous meeting, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Lopez, Alvarez, Hinojosa, Alarcon, Fugate voting "FOR".

Mr. Mark McLaughlin, City Manager, made the following outgoing comment: thanked the commission for allowing him to address them at what is to be his last city commission meeting. Mr. McLaughlin stated that a lot goes into what he wanted to say, but he has toned it down to just a couple of minutes. He further commented that many people have asked him, whether he was at HEB, Walmart, gas pumps or out getting lunch the question of what's going on or what happened. He stated that his response to those questions was that it was a business decision, which is what it is. The tone was set on the night of November 12, 2024, when three of the commission members elected not to approve his contract, and to this day, he still does not know why, but that is water under the bridge now. He stated that he and his wife and mentors whom he highly looks up to, both in the military and city management mentors who have served as city managers for over 32 years, called and discussed the potential outcomes. When you realize that there is a bond, trust, and confidence between a city manager and city commission, when things like this happen, in his opinion it is fractured, and he has elected to make a business decision to move on. He stated that he wanted everyone to hear that, it was a business decision, and it was in the best interest of himself, his wife, and his family. McLaughlin further commented that he did submit his resignation on November 18, 2024. He further addressed the staff by stating the following: Staff is what made this job great. It was an honor to serve here, with no doubt. Whoever comes in next is inheriting one of the best staffs he has ever worked with. They are inheriting a fantastic budget and processes to make sure we don't get off the trail. This staff has been extremely professional with him and have taught him a lot. He hopes that he has imparted some wisdom on them. Staff has supported him in the good times and rough times. He further stated that staff is an expert in their field of work and by no means is he an expert in anything that staff does. This staff is better than any staff he has ever worked with. This staff made the job fun and he hopes that his next staff is just as good as this current staff. He stated that he gets a lot of praise from community members, but he reminds them that it's not him, it's the staff that makes things happen. This city has seen more done in the past five years than any other five years in the history of this city, and that's all because of this staff. Mr. McLaughlin stated that one of his Presidents of all time was Calvin Coolidge who had a saying "Press On". Press on will solve and will always solve problems of the human race. McLaughlin stated that his note to the city department heads is Press On. They will continue the great work that is asked upon them, with no doubt on his mind. He further addressed the City Commission by stating that it has been an honor to serve this city, not once but twice. There was a lot in the decision in the determination to leave and it was mainly because of staff. Mr. McLaughlin stated that he will look back at this place very fondly where he can drive to this town, as he has been doing for over 20 years, and he will look around and say "We did that". He further stated that he wishes the city all the best of luck in the search for the next city manager. The way that the commission presents themselves going forward will make a huge difference on how that search goes. Mr. McLaughlin further stated that he would like to close with this, there is no ill feelings about leaving the city, don't hold any grudges. This was a great job and he loved every bit of it and he will really miss the staff. Years and years down the road, he doesn't really think anyone will remember him or what he did or said, but he hopes that staff and those that work for them will remember that he treated them well. Mr. McLaughlin thanked the commission for his time here and offered them one piece of advice, "Press On".

VI. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 5:44 p.m.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

CONSENT AGENDA

AGENDA ITEM #1

Action Item -
Rezone

Planning and Development Services
410 W King
Kingsville, TX 78363
PH: 361-595-8055



MEMO

Date: December 4th, 2024

To: Mark McLaughlin (City Manager)

From: Erik Spitzer (Director of Planning and Development Services)

Subject: **The City of Kingsville Planning and Development Services Department is seeking approval from the City Commissioners and Mayor to re-zone a parcel of land located at 1101 US HW 77 for a future “Provisioning and Recreational Sporting Goods Sales” facility to be called “Westican Outdoors.”**

Summary: Ross West, applicant/owner, approached the Planning Department on October 22nd, 2024, requesting approval of re-zoning the parcel of land located at 1101 S US HWY 77 from C2 (Retail) to C4 (Commercial) for a “Provisioning and Recreational Sporting Goods Sales” Facility.

Background: This parcel of land is currently zoned C2 (Retail); there are two options to open a “Provisioning and Recreational Sporting Goods Sales” business at this location: (a) Apply for a Special Use Permit or (b) apply to re-zone. Mr. West has chosen to apply for a re-zone.

The Planning and Zoning Commission meeting was held on December 4th, 2024, with 6 members in attendance.

Members deliberated over the request to re-zone the parcel of land located at 1101 S US HWY 77 from C2 (Retail) to C4 (Commercial) for a “Provisioning and Recreational Sporting Goods Sales” business. 19 Notice Letters were sent out to neighbors within the 200 feet buffer and the city received no feedback.

The Planning and Zoning Commission board members voted to approve the re-zoning of the property described above. A recorded vote of all members present was taken and board members Rev. Idotha Battle, Debbie Tiffie, Mike Klepac, Krystal Emery, Brian Coufal and the Chairman, Steve Zamora, all voted “YES.”

The meeting was adjourned by 6:30 p.m.

The department continues to recommend approval.

Erik Spitzer
Director of Planning and Development Services

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



MEMO

Date: November 22nd, 2024

To: Mark McLaughlin (City Manager)

From: Erik Spitzer (Director of Planning and Development Services)

Subject: Ross West, applicant/owner, requesting approval of Re-Zoning of 1101 S US HWY 77 from C2 (Retail) to C4 (Commercial) for a "Provisioning and Recreational Sporting Goods Sales" Facility.

Ross West, applicant/owner, approached the Planning Department on October 22nd, 2024, requesting approval of re-zoning the parcel of land located at 1101 S US HWY 77 from C2 (Retail) to C4 (Commercial) for a "Provisioning and Recreational Sporting Goods Sales" Facility.

The department has reviewed the application and is recommending approval.

Erik Spitzer
Director of Planning and Development Services



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

email: hsolis@cityofkingsville.com / Phone (361) 595-8055

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 1101 S US Hwy 77 Nearest Intersection Caesar & Hwy 77

(Proposed) Subdivision Name _____ Lot _____ Block _____

Legal Description Lot 9 and 10 of Jesse Addition No. II

Existing Zoning Designation C2 Future Land Use Plan Designation C4

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Ross West Phone 361-522-8722

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

Mailing Address 1400 E Corral Ave City Kingsville State TX Zip 78363

Property Owner Stephanie/Ross West Phone 361-522-8722 FAX _____

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

Mailing Address 1400 E Corral Ave City Kingsville State TX Zip 78363

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

<input type="checkbox"/>	Annexation Request _____	No Fee	<input type="checkbox"/>	Preliminary Plat _____	Fee Varies
<input type="checkbox"/>	Administrative Appeal (ZBA) _____	\$250.00	<input type="checkbox"/>	Final Plat _____	Fee Varies
<input type="checkbox"/>	Comp. Plan Amendment Request _____	\$250.00	<input type="checkbox"/>	Minor Plat _____	\$100.00
<input checked="" type="checkbox"/>	Re-zoning Request _____	\$250	<input type="checkbox"/>	Re-plat _____	\$250.00
<input type="checkbox"/>	SUP Request/Renewal _____	\$250	<input type="checkbox"/>	Vacating Plat _____	\$50.00
<input type="checkbox"/>	Zoning Variance Request (ZBA) _____	\$250	<input type="checkbox"/>	Development Plat _____	\$100.00
<input type="checkbox"/>	PUD Request _____	\$250	<input type="checkbox"/>	Subdivision Variance Request _____	\$25.00 ea

Please provide a basic description of the proposed project:

Building a hunting and fish outdoor store

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

Applicant's Signature [Signature] Date: 10/22/24

Property Owner's Signature [Signature] Date: 10/22/24

Accepted by: [Signature] Date: 23 Oct 2024

This form available on our website: <https://www.cityofkingsville.com/departments/planning-and-development-services/>

Last revised 10 Jun 2024

Property Details

Account

Property ID: 10013

Geographic ID:
136900209000192

Type: R

Zoning:

Property Use:

Location

Situs Address: 1101 S US HWY 77, TX

Map ID: B1

Mapsc0:

Legal Description: JESSE 2, LOT 9, 10, ACRES 1.64

Abstract/Subdivision: S369

Neighborhood:

Owner

Owner ID: 69843

Name: WEST STEPHANIE

Agent:

Mailing Address: ETVIR WELDON ROSS WEST
2242 CR 53
CORPUS CHRISTI, TX 78415

% Ownership: 100.0%

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value: \$0 (+)

Improvement Non-Homesite Value: \$0 (+)

Land Homesite Value:	\$0 (+)
Land Non-Homesite Value:	\$52,480 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$52,480 (=)
Agricultural Value Loss:Ⓣ	\$0 (-)
Appraised Value:	\$52,480 (=)
HS Cap Loss: Ⓣ	\$0 (-)
Circuit Breaker: Ⓣ	\$14,692 (-)
Assessed Value:	\$37,788
Ag Use Value:	\$0

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
C4	C4	1.64	71,438.40	0.00	0.00	\$52,480	\$0

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2024	\$0	\$52,480	\$0	\$52,480	\$0	\$37,788
2023	\$0	\$31,490	\$0	\$31,490	\$0	\$31,490
2022	\$0	\$31,490	\$0	\$31,490	\$0	\$31,490
2021	\$0	\$31,490	\$0	\$31,490	\$0	\$31,490
2020	\$0	\$31,490	\$0	\$31,490	\$0	\$31,490
2019	\$0	\$31,490	\$0	\$31,490	\$0	\$31,490
2018	\$0	\$31,490	\$0	\$31,490	\$0	\$31,490
2017	\$0	\$31,490	\$0	\$31,490	\$0	\$31,490
2016	\$0	\$31,490	\$0	\$31,490	\$0	\$31,490

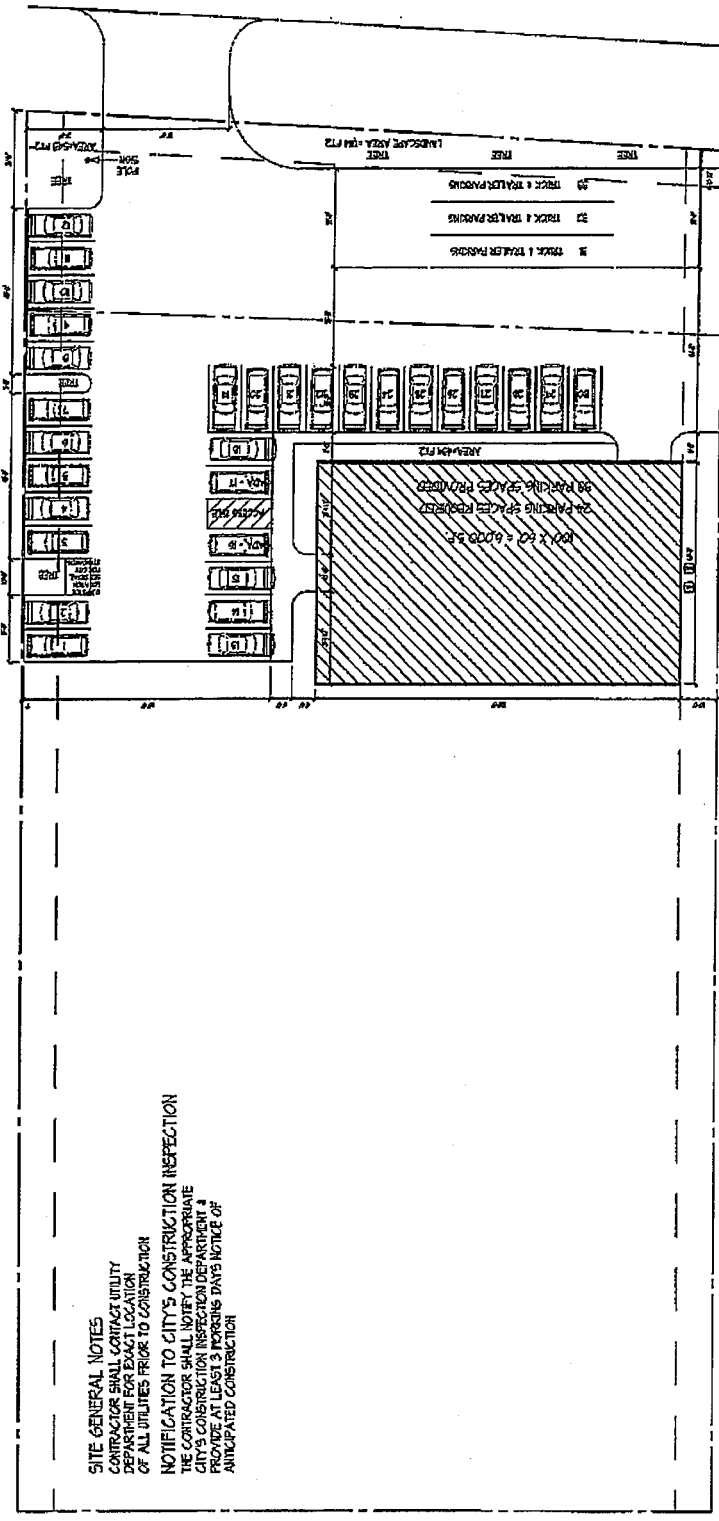
Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Numk
	OT	Other	UNKNOWN	JESSE E A			
	OT	Other	JESSE E A	JESSE IRENE M			
	OT	Other	JESSE IRENE M	JESSE EMIL RICHARD			
9/10/1996	WDVL	WARRANTY DEED W/VENDOR'S LEIN	JESSE EMIL RICHARD	RUTKOSKI ULYSIA	135	556	

4/22/2022 GWD GENERAL RUTKOSKI WEST
WARRANTY ULYSIA STEPHANIE
DEED

3301

← [faint mirrored text] →



SITE GENERAL NOTES
 CONTRACTOR SHALL CONTACT UTILITY
 DEPARTMENT FOR EXAMINATION
 OF ALL UTILITIES PRIOR TO CONSTRUCTION

NOTIFICATION TO CITY'S CONSTRUCTION INSPECTION
 THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE
 CITY'S CONSTRUCTION INSPECTION DEPARTMENT &
 PROVIDE AT LEAST 3 WORKING DAYS NOTICE OF
 ANTICIPATED CONSTRUCTION

SHE PLAN
 10/11/2017

WESTMAN OUTDOORS
 10111
 KANSASVILLE, TX
 ARCHITECTURAL SITE PLAN

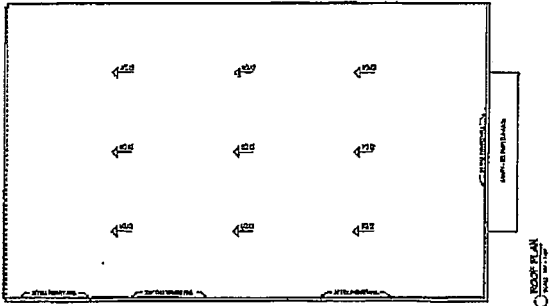
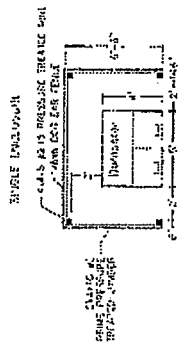
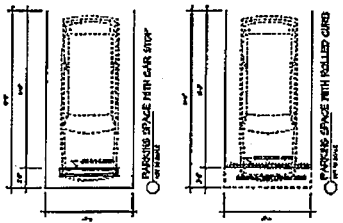
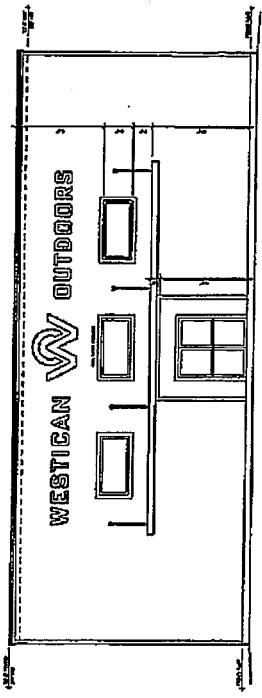
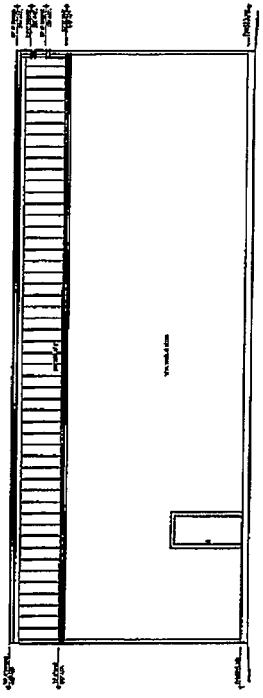
HW Design Group, LLC
 1000 N. W. 10th St.
 Ft. Lauderdale, FL 33304
 954.581.1111

DATE: 10/11/2017
 SHEET NO.: A-1

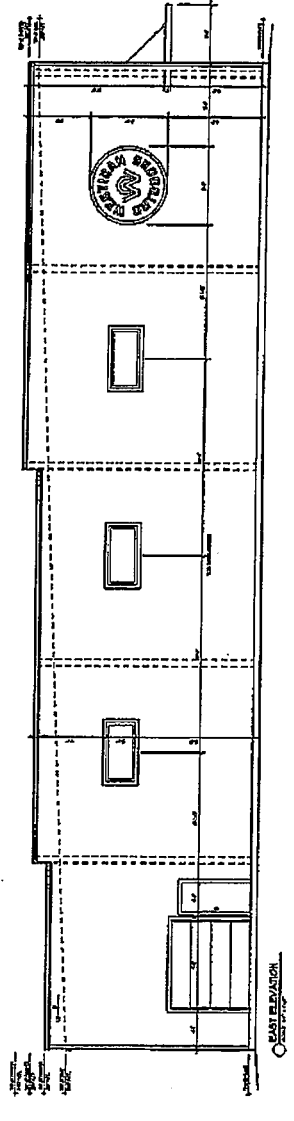
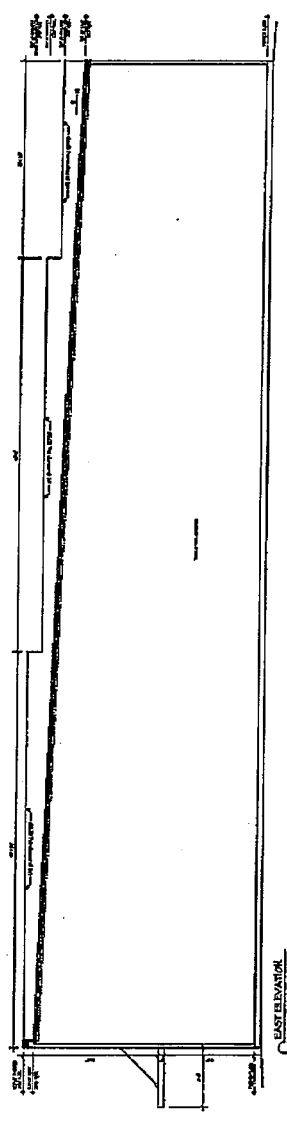
WESTICAN OUTDOORS
1817 W
IRVING, TX
EDITOR: REYNOLDS • NORTH & SOUTH

HW Design Group, LLC
1000 WEST 10TH STREET, SUITE 100
IRVING, TX 75039
972-251-1111

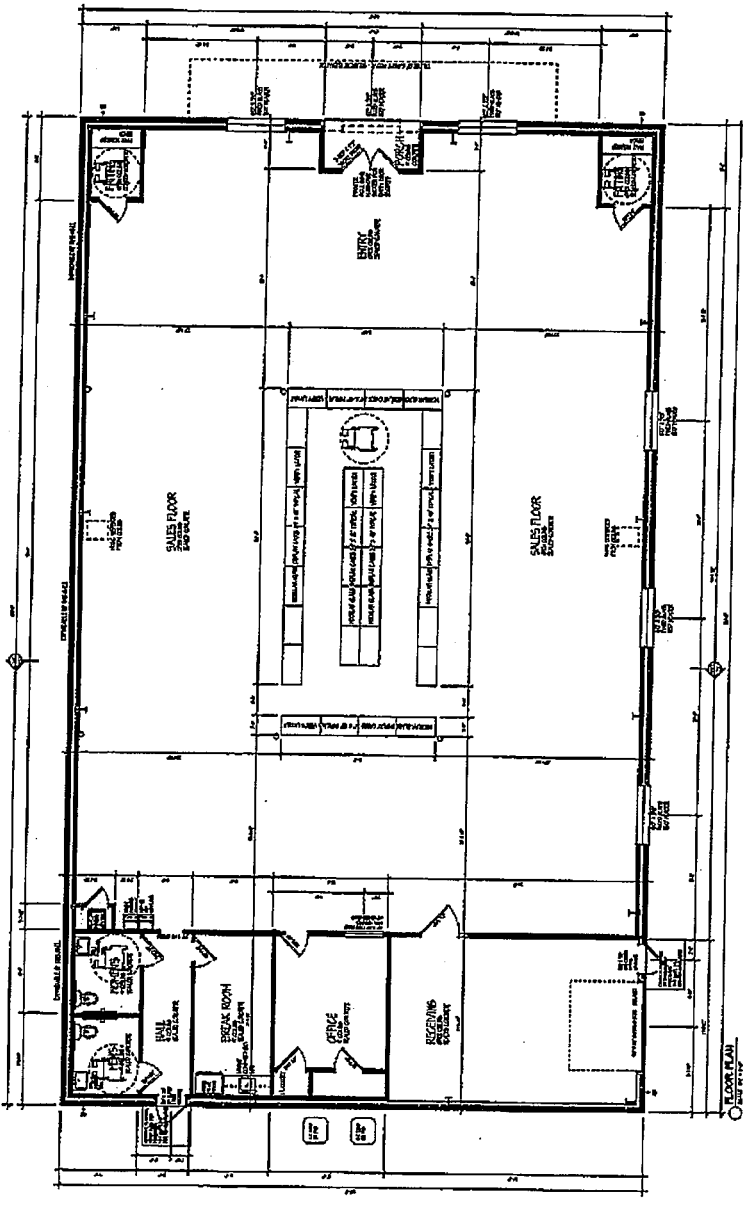
A-3



 HW Design Group, LLC <small>ARCHITECTS AND INTERIORS</small>		PESTICIDE OUTDOORS PART 71 MEASUREMENT TX EXTERIOR ELEVATIONS - EAST & WEST	A-4 <small>SECTION</small>



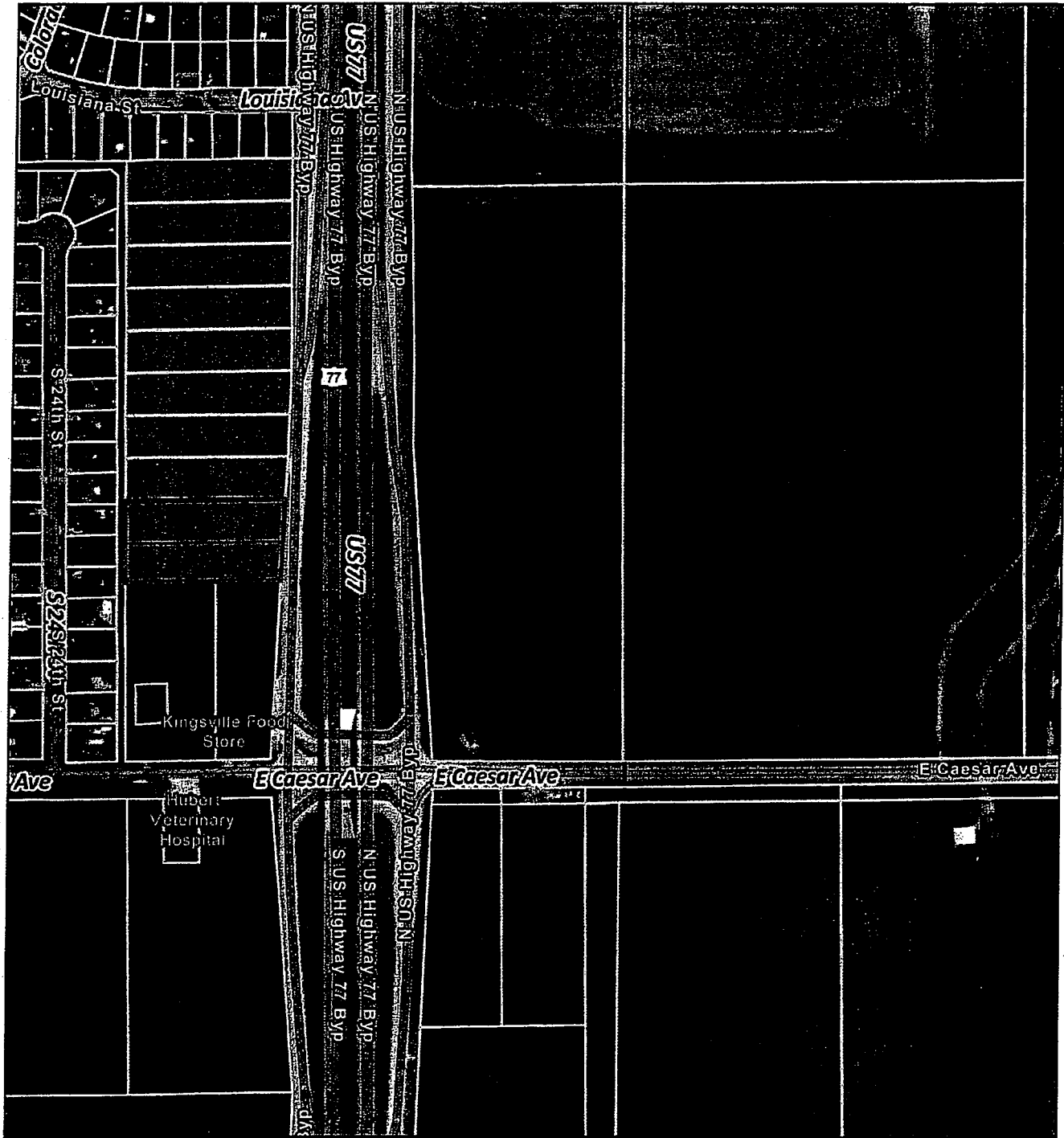
SHEET NO. **A-2**
 RESTAURANT OFFICES
 HWY 77
 KENNESAW, TX
 FLOOR PLAN
 HVM Design Group, LLC
 10000 Highway 77, Suite 100, Kennewick, WA 98582
 © 2010 HVM Design Group, LLC
 ALL RIGHTS RESERVED



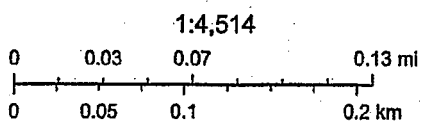
1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 2. ALL WALLS ARE 1/2" THICK UNLESS NOTED OTHERWISE.
 3. ALL DOORS ARE 2' x 7' 6" CLEAR UNLESS NOTED OTHERWISE.
 4. ALL FLOOR FINISHES ARE TO BE DETERMINED BY THE ARCHITECT.
 5. ALL CEILING FINISHES ARE TO BE DETERMINED BY THE ARCHITECT.
 6. ALL LIGHT FIXTURES ARE TO BE DETERMINED BY THE ARCHITECT.
 7. ALL MECHANICAL SYSTEMS ARE TO BE DETERMINED BY THE ARCHITECT.
 8. ALL ELECTRICAL SYSTEMS ARE TO BE DETERMINED BY THE ARCHITECT.
 9. ALL PAINTS ARE TO BE DETERMINED BY THE ARCHITECT.
 10. ALL MATERIALS ARE TO BE DETERMINED BY THE ARCHITECT.

11. ALL WORK IS TO BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 12. ALL WORK IS TO BE COMPLETED IN ACCORDANCE WITH THE SPECIFICATIONS.
 13. ALL WORK IS TO BE COMPLETED IN ACCORDANCE WITH THE SCHEDULE.
 14. ALL WORK IS TO BE COMPLETED IN ACCORDANCE WITH THE BUDGET.
 15. ALL WORK IS TO BE COMPLETED IN ACCORDANCE WITH THE QUALITY REQUIREMENTS.
 16. ALL WORK IS TO BE COMPLETED IN ACCORDANCE WITH THE SAFETY REQUIREMENTS.
 17. ALL WORK IS TO BE COMPLETED IN ACCORDANCE WITH THE ENVIRONMENTAL REQUIREMENTS.
 18. ALL WORK IS TO BE COMPLETED IN ACCORDANCE WITH THE ACCESSIBILITY REQUIREMENTS.
 19. ALL WORK IS TO BE COMPLETED IN ACCORDANCE WITH THE FIRE SAFETY REQUIREMENTS.
 20. ALL WORK IS TO BE COMPLETED IN ACCORDANCE WITH THE HEALTH AND SAFETY REQUIREMENTS.

21. ALL WORK IS TO BE COMPLETED IN ACCORDANCE WITH THE ARCHITECT'S INTENT.
 22. ALL WORK IS TO BE COMPLETED IN ACCORDANCE WITH THE ARCHITECT'S DESIGN.
 23. ALL WORK IS TO BE COMPLETED IN ACCORDANCE WITH THE ARCHITECT'S SPECIFICATIONS.
 24. ALL WORK IS TO BE COMPLETED IN ACCORDANCE WITH THE ARCHITECT'S SCHEDULE.
 25. ALL WORK IS TO BE COMPLETED IN ACCORDANCE WITH THE ARCHITECT'S BUDGET.
 26. ALL WORK IS TO BE COMPLETED IN ACCORDANCE WITH THE ARCHITECT'S QUALITY REQUIREMENTS.
 27. ALL WORK IS TO BE COMPLETED IN ACCORDANCE WITH THE ARCHITECT'S SAFETY REQUIREMENTS.
 28. ALL WORK IS TO BE COMPLETED IN ACCORDANCE WITH THE ARCHITECT'S ENVIRONMENTAL REQUIREMENTS.
 29. ALL WORK IS TO BE COMPLETED IN ACCORDANCE WITH THE ARCHITECT'S ACCESSIBILITY REQUIREMENTS.
 30. ALL WORK IS TO BE COMPLETED IN ACCORDANCE WITH THE ARCHITECT'S FIRE SAFETY REQUIREMENTS.



October 22, 2024






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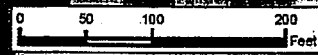
Temporary carnival (14 days - 200 ft. setback from residential property)							S	P	P					
Provisioning and recreational sporting goods sales including boats and vehicles							S	P	P					
Shooting galleries and pistol [ranges] (indoor)							S	P	P					
Souvenir, curio							S	P						
<i>Automobile Related Uses</i>														
Car wash							P	S	P	P	P			
Auto sales, repairs including motorcycles							S	P	P	P				
Auto paint and body shop							S	P	P	P				
Drag strip, race track											S	S		
Gasoline service station								P	P	P	P			
Gasoline sales							S	P	P	P	P			
Commercial parking structure auto only							S	P	P	P				
Truck storage							S	S	P	P	P			
Used auto parts, sales, indoors							S	P	P	P	P			

200-FT Buffer at Prop ID: 10013



Legend

-  Prop ID 10013-1101 S US HWY 77
-  Prop ID 10013 200 FT Buffer
-  Ownership-Labeled by Property ID



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Page: 1 / 1	Drawn By: R. PICK
	Last Update: 10/23/2024
	Note: Ownership is labeled with its Prop ID.

DISCLAIMER:
THIS MAP IS FOR VISUAL PURPOSES ONLY.
THE INFORMATION ON THIS SHEET MAY
CONTAIN INACCURACIES OR ERRORS.
THE CITY OF KINGSVILLE IS NOT
RESPONSIBLE IF THE INFORMATION
CONTAINED HEREIN IS USED FOR ANY
DESIGN, CONSTRUCTION, PLANNING, BUILDING,
OR ANY OTHER PURPOSE.



CITY OF KINGSVILLE
ENGINEERING DEPARTMENT
400 W King Ave; Kingsville, TX 78363
Office: (361) 595-8007
Fax: (361) 595-8064

Arturo Alvarez Jr (Life Est)
Leticia Gonzalez ETAL
201 Billy Evans
Kingsville, TX 78363
#24026

JK Sons LLC
1029 S HWY 77
Kingsville, TX 78363
#23647

Victor M Moctezuma Jr
ETUX Jenny Cantu
830 S 24th St
Kingsville, TX 78363
#16440

Pingree 2000 Real Estate Holdings LLC
600 Corporate Park Drive
ST. Louis, MI 63102
#17723

Wiley REVOC Living Trust
Arthur S & Judith C Wiley (TR)
2808 Wesleyan DR
Denton, TX 76210
#24795

Norma Garza
11108 Lost Maples TRL
Austin, TX 78748
#25303

John N Joslin
ETUX Amelia A
910 S 24th St
Kingsville, TX 78363
#17203

Norma Garza
11108 Lost Maples TRL
Austin, TX 78748
#16973

Tina Yaklin
1715 Nancy
Kingsville, TX 78363
#25550

Christopher Garza
901 S 24th St
Kingsville, TX 78363
#21303

Tadeo Reyna
1325 Michael St
Kingsville, TX 78363
#17961

Edward Garcia
ETUX Anna Lisa
909 S 24th St
Kingsville, TX 78363
#13657

Jake B Harris
Lacey N Harris
930 S 24th St
Kingsville, TX 78363
#10261

Jose Santiago Soto
ETUX Caryleen
915 S 24th St
Kingsville, TX 78363
#22058

Sasha M Casanova
1002 S 24th St
Kingsville, TX 78363
#18745

Jesus D Herrera Jr
ETUX Nelda
929 S 24th St
Kingsville, TX 78363
#14460

W & M Holdings LLC
621 General Cavazos BLVD
Kingsville, TX 78363
#11010

Jesus D Herrera Jr
ETUX Nelda
929 S 24th St
Kingsville, TX 78363
#22840

Leopoldo Garcia III
2102 E Caesar Ave
Kingsville, TX 78363
#15112

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, December 4, 2024, at 6:00 p.m. wherein the Commission will discuss and/or take action on the following item and at which time all interested persons will be heard:

Ross West, applicant/owner; requesting approval of Re-Zoning from C2 (Retail) to C4 (Commercial) of Jesse 2, Lot 9, 10, Acres 1.64, also known as 1101 S US HWY 77, Kingsville, TX 78363.

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

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, December 9, 2024, at 5:00 p.m. wherein the City Commission will discuss the following item and at which time all interested persons will be heard:

Ross West, applicant/owner; requesting approval of Re-Zoning from C2 (Retail) to C4 (Commercial) of Jesse 2, Lot 9, 10, Acres 1.64, also known as 1101 S US HWY 77, Kingsville, TX 78363.

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Years

CONTINUED FROM PAGE 1

brink said.

He explained that the unique thing about this is the sense of belonging along with family and pride that goes into making the annual event a success.

"We can't pull this off without friends and family coming back," Uterbrink said.

Greg Wallace also does a lot to bring the event together.

"This is a homecoming. It's about the parish, it's a family and community reunion," Wallace said.

The annual event draws in around 1,600 to 1,800 people. Some come from as far away as New Mexico and Minnesota to have the family style, all you can eat turkey dinner that includes fresh baked turkey, homemade dressing, cranberry sauce, mashed potatoes, gravy, cucumber and green bean salads, bread, coffee, tea, and desserts.

Beer and soft drinks are available for purchase as well.

After lunch, those in attendance have a full day of fun. They can participate in the Turkey Shoot (trap and target), the country store, kids games, fish pond, ring toss, raffles, silent auctions and bingo. Wallace said they play bingo non-stop from 3 p.m. to 6 p.m.

They play special games for special prizes (values greater than \$100) every 15 minutes

and announce the names of businesses several times in recognition of their donations.

A Country Western Dance follows the days excitement from 8 p.m. to midnight. This year the "Michael Durits Band" will perform. Drinks and set ups are available.

Wallace said that they move fast throughout the day to make things happen on time.

"There are 30 to 35 people per table and each table has a different family. All of our volunteers move in and around and there is really no training because they have been doing this all their lives," he said.

The way it works is you come in and sit down and someone will bring you a plate you don't have to order.

"You never know who your server is going to be, it could be a doctor or a lawyer that is waiting on you," Wallace said.

Uterbrink said since the church began, there has never been a year they didn't have the celebration, which is also the biggest fundraiser of the year for the church.

"The only thing I can suggest to people is that they should try it at least once. If you've never been, try to come in and you will meet people from all over Texas and The United States. I don't know how to do Thanksgiving any other way," Uterbrink said.

City

CONTINUED FROM PAGE 1

would discuss with his wife what his path forward should be in the coming weeks.

McLaughlin said if he were to resign, a customary 30-day notice would be required and that if he chose to resign, he would "not want to leave the city hanging."

He wanted to make it clear that he had come to no decision yet on his future.

In other business at the meeting, three final plans for the future Somerset Subdivision in Kingsville were approved. The plans for Unit 26, containing 14.2 acres, the 9.53 acre final plat of Unit 3 and the 17.23 acre final plat of Unit 4 were all approved by a 4-0 vote.

Commissioner Hinojosa was not present for that section of the meeting.

Commissioners also approved by a 4-0 vote for the Animal Services department to pursue a \$20,000 grant, requiring no city match, from the ASPCA.

An amendment to the admin policy allowing for mental health leave by city employees was unanimously approved as well.

Up to 40 hours paid leave would be allowed for any city employee who would be involved in a physically or emotionally traumatizing event. An example would be an officer-involved shooting, or any employee who witnessed a sudden death while on the job.

A written request would be submitted by an employee to their supervisor, who would then have 24 hours to decide on the leave approval.

"This is very good," Commissioner Edna Lopez said. "I'm all for it."

During public comments, three citizens spoke out regarding what they considered lack of urgent response to un-leashed animals in the city.

Representing members of the local US Postal carriers, they said the situation is dangerous for mail delivery workers, who they say have faced numerous encounters with stray and unleashed dogs recently.

Vicki Benys, representing

81s Heroes, provided commissioners with an update on the program honoring her late husband and fallen KPD Officer Sherman Benys.

She said the golf tournament in September was their "biggest one yet," featuring 178 golfers and 32 teams.

She added that in November, 81s Heroes held a blood drive, and also held a memory walk, as well as feeding local law enforcement officers.

She added that a bite suit was purchased for a KPD K9 officer, and that 81 Heroes also provides "equipment, training and counseling" for first responders.

"I'm all for it."

"I'm all for it."

"I'm all for it."

"I'm all for it."

"I'm all for it."

"I'm all for it."

"I'm all for it."

"I'm all for it."

"I'm all for it."

"I'm all for it."

Win

CONTINUED FROM PAGE 10

thinks a flag football team in school would be amazing.

"I really enjoy playing flag football with revolution, because it brought me so much more friendships. It feels really good to be a state champion. Just being able to know that we won that is amazing," Nino said.

"It wasn't what I expected. I had a lot of fun and it

was something new to experience. It took a lot of hard work and dedication from each one of us to make it to State," running back Savannah Perales said.

Jaylah Caldera said she loves the sport.

"The girls on my team aren't just friends, they have also become my family. After having a few injury set-

backs, the girls always kept pushing me to be better. The best part is having my dad, Leroy, and uncle, Xavier, coach me on this team. Becoming State champs was a challenge but we made it happen. I hope they make it a UIL sport. We are hungry for more and I am excited to see what comes in the future," Caldera said.

Arrest

CONTINUED FROM PAGE 1

the theft of five vehicles from Neessen Chevrolet in June 2024.

He remains in the Kleberg County Jail on charges of

burglary and theft of property. Puente's bond for the theft charge has been set at \$25,000.

Chief John Blair empha-

sized the continued dedication of KPD officers and their swift response to protect local businesses, ensuring the safety of the community.

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, December 4, 2024, at 6:00 p.m., wherein the Commission will discuss and/or take action on the following item and at which time all interested persons will be heard:

Baltazar Ramirez, applicant/owner; requesting a Special Use Permit for a Carwash in C2 (Retail) of College AC, Block 11, Lot E100' SE/4, also known as 600 West Corral Ave, Kingsville, TX 78363.

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

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PEST CONTROL RUDY'S

Ask about our affordable maintenance plans for a pest-free home 365 days a year.

BEES AND FLEAS

CALL TODAY FOR AN ESTIMATE!

- Roaches
- Ants
- Fleas
- Ticks
- Bees
- Scorpions
- Termites
- Other Pests

Protect your family and pets with our safe and effective pest control solutions against these and other potentially harmful household pests.

816 N. 14th Street Kingsville, TX 78363
TPCL #13343
595-RUDY

Commercial and Residential "Serving Kingsville, Bishop and the Surrounding Area"

PUBLIC HEARING NOTICE

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ORDINANCE #2024-_____

AMENDING THE ZONING ORDINANCE BY CHANGING THE ZONING MAP IN REFERENCE TO JESSE 2, LOT 9, 10, (1.64 ACRES) ALSO KNOWN AS 1101 S. US HWY 77, KINGSVILLE, TEXAS, FROM C2 (RETAIL DISTRICT) TO C4 (COMMERCIAL DISTRICT); AMENDING THE COMPREHENSIVE PLAN TO ACCOUNT FOR ANY DEVIATIONS FROM THE EXISTING COMPREHENSIVE PLAN; AND PROVIDING FOR PUBLICATION.

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

WHEREAS, with proper notice to the public, public hearings were held on Wednesday, December 4, 2024 during a meeting of the Planning and Zoning Commission, and on Monday, December 9, 2024 during a meeting of the City Commission, at City Hall, in the City of Kingsville, during which all interested persons were allowed to appear and be heard; and

WHEREAS, the item was APPROVED with a 6-0 vote of the Planning Commission regarding the requested rezone with no abstentions; and

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

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

SECTION 1. That the Zoning Ordinance of the City of Kingsville, Texas, is amended by changing the zoning of Jesse 2, Lot 9, 10, (1.64 acres) also known as 1102 S. US Hwy. 77, Kingsville, Texas, from C2-Retail District to C4-Commercial District, as more specifically described on the Zone Change Map, attached as Exhibit A.

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

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

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

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

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

INTRODUCED on this the 9th day of December, 2024.

PASSED AND APPROVED on this the 13th day of January, 2025.

Effective Date: _____

THE CITY OF KINGSVILLE

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED:

Courtney Alvarez, City Attorney

AGENDA ITEM #2

Planning and Development Services
410 W King
Kingsville, TX 78363
PH: 361-595-8055



MEMO

Date: December 4th, 2024

To: Mark McLaughlin (City Manager)

From: Erik Spitzer (Director of Planning and Development Services)

Subject: **The City of Kingsville Planning and Development Services Department is seeking approval from the City Commissioners and Mayor for a Special Use Permit to open up a self-serve “carwash” business located at 600 West Corral, a parcel of land zoned as C2 (Retail).**

Summary: Baltazar Ramirez, applicant/owner, approached the Planning Department on October 31st, 2024, requesting a Special Use Permit for a self-serve carwash located at 600 West Corral, currently zoned as C2 (Retail). This parcel of land currently has an existing self-serve carwash at this location that is not in use.

Background: A carwash is permitted in C2 (Retail), provided a Special Use Permit is approved.

The Planning and Zoning Commission meeting was held on December 4th, 2024, with 6 members in attendance.

Members deliberated over the request to open a self-serve “carwash” business at a residence located at 600 West Corral, a parcel of land zoned as C2 (Retail). 13 Notice Letters were sent out to neighbors within the 200 feet buffer and the city received no feedback.

The Planning and Zoning Commission board members voted to approve the Special Use Permit requested above. A recorded vote of all members present was taken and board members Rev. Idotha Battle, Debbie Tiffie, Mike Klepac, Larry Garcia, Brian Coufal, Krystal Emery and the Chairman, Steve Zamora, all voted “YES.”

The meeting was adjourned by 6:30 p.m.

The department continues to recommend approval.

Erik Spitzer
Director of Planning and Development Services

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



MEMO

Date: November 22nd, 2024
To: Mark McLaughlin (City Manager)
From: Erik Spitzer (Director of Planning and Development Services)
Subject: **Brenda Rios, applicant/owner, requesting a Special Use Permit for a "Day Nursery" at a residence located at 1515 Lewis Street, a parcel of land zoned as R1 (Single Family).**

Brenda Rios, applicant/owner, approached the Planning Department on October 22nd, 2024, requesting a Special Use Permit for a "Day Nursery" at a residence located at 1515 Lewis Street, a parcel of land zoned as R1 (Single Family).

A "Day Nursery" is permitted in R1 (Single Family), provided a Special Use Permit is approved. Ms. Rios commented that pick up and drop off parking will not impact neighbors. The expected number of customers/children is four (4).

The department has reviewed the application and is recommending approval.

Erik Spitzer
Director of Planning and Development Services



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

email: hsolis@cityofkingsville.com / Phone (361) 595-8055

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 1515 Lewis St. Nearest Intersection E. Carols Truan Blvd.

(Proposed) Subdivision Name Anglewood Lot 12 Block 3

Legal Description Anglewood, Block 3, Lot 12

Existing Zoning Designation R1 Future Land Use Plan Designation Home Daycare

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Brenda Rios Phone 979-709-1657

Email Address (for project correspondence only): brios7126@gmail.com

Mailing Address 1515 Lewis St. City Kingsville State TX Zip 78363

Property Owner David + Brenda Rios Phone _____ FAX _____

Email Address (for project correspondence only): brios7126@gmail.com

Mailing Address 1515 Lewis St. City Kingsville State TX Zip 78363

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

<input type="checkbox"/> Annexation Request _____ No Fee	<input type="checkbox"/> Preliminary Plat _____ Fee Varies
<input type="checkbox"/> Administrative Appeal (ZBA) _____ \$250.00	<input type="checkbox"/> Final Plat _____ Fee Varies
<input type="checkbox"/> Comp. Plan Amendment Request _____ \$250.00	<input type="checkbox"/> Minor Plat _____ \$100.00
<input type="checkbox"/> Re-zoning Request _____ \$250	<input type="checkbox"/> Re-plat _____ \$250.00
<input checked="" type="checkbox"/> SUP Request/Renewal _____ \$250	<input type="checkbox"/> Vacating Plat _____ \$50.00
<input type="checkbox"/> Zoning Variance Request (ZBA) _____ \$250	<input type="checkbox"/> Development Plat _____ \$100.00
<input type="checkbox"/> PUD Request _____ \$250	<input type="checkbox"/> Subdivision Variance Request _____ \$25.00 ea

Please provide a basic description of the proposed project:
Home Daycare (State licensed)

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

Applicant's Signature Brenda C. Rios Date: 10/22/24
 Property Owner's Signature Brenda C. Rios Date: 10/22/24
 Accepted by: [Signature] Date: 23 Oct 2024

Property Details

Account

Property ID: 11734

Geographic ID:
103600312000192

Type: R

Zoning:

Property Use:

Location

Situs Address: 1515 LEWIS,

Map ID: B2

Mapsco:

Legal Description: ANGLEWOOD, BLOCK 3, LOT 12

Abstract/Subdivision: S036

Neighborhood:

Owner

Owner ID: 63276

Name: RIOS DAVID L

Agent:

Mailing Address: ETUX BRENDA A
1515 LEWIS ST
KINGSVILLE, TX 78363

% Ownership: 100.0%

Exemptions: HS -

For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:

\$195,120 (+)

Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$16,210 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$211,330 (=)
Agricultural Value Loss: ?	\$0 (-)
Appraised Value:	\$211,330 (=)
HS Cap Loss: ?	\$77,180 (-)
Circuit Breaker: ?	\$0 (-)
Assessed Value:	\$134,150
Ag Use Value:	\$0

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Improvement - Building

Type: RESIDENTIAL Living Area: 1775.0 sqft Value: \$195,120

Type	Description	Class CD	Year Built	SQFT
MA	MAIN AREA	MM5	1978	1775
OPMA		*	1978	135
PCMA		*	1978	68
AGMF		*	1978	616
PGOLA2		*	2018	280
SWF		FV	1978	510

Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
A1	A1	0.23	10,128.75	81.03	125.00	\$16,210	\$0

Property Roll Value History

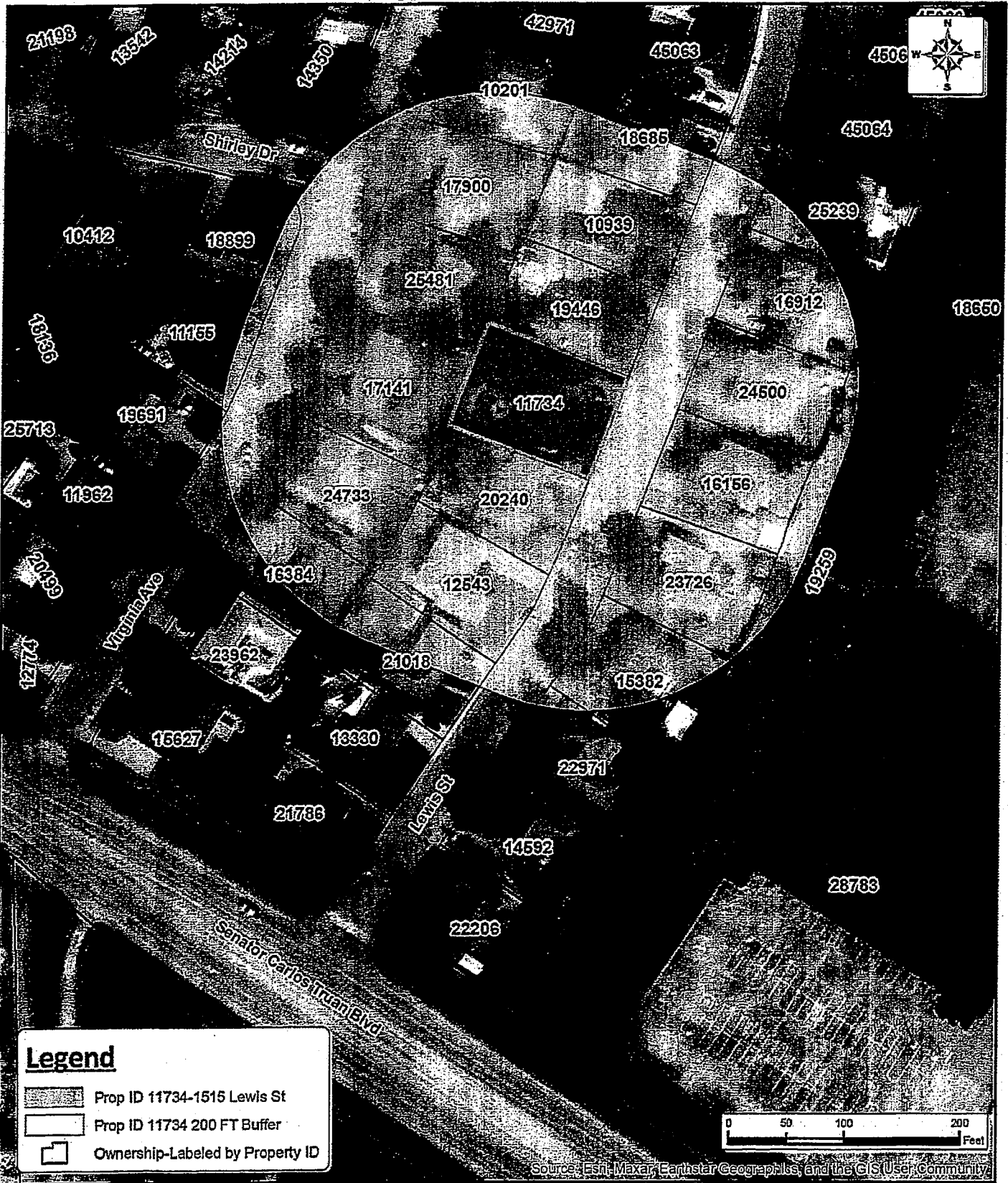
Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2024	\$195,120	\$16,210	\$0	\$211,330	\$77,180	\$134,150
2023	\$120,110	\$16,210	\$0	\$136,320	\$15,175	\$121,145
2022	\$99,930	\$16,210	\$0	\$116,140	\$6,008	\$110,132
2021	\$83,910	\$16,210	\$0	\$100,120	\$0	\$100,120
2020	\$87,930	\$16,210	\$0	\$104,140	\$0	\$104,140
2019	\$87,930	\$16,210	\$0	\$104,140	\$0	\$104,140
2018	\$134,640	\$16,210	\$0	\$150,850	\$0	\$150,850
2017	\$134,040	\$16,210	\$0	\$150,250	\$0	\$150,250
2016	\$134,040	\$16,210	\$0	\$150,250	\$0	\$150,250

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page Number
	OT	Other	UNKNOWN	KRAMER EDWARD D		
3/15/2017	WDVL	WARRANTY DEED W/VENDOR'S LEIN	KRAMER EDWARD	RIOS DAVID L		309560

	R1	R2	R2A	R3	R4	MH	C1	C2	C3	C4	I1	I2	A9
Convent, monastery or other dwelling for pursuit of group religious ideals	S	S		S	P	S	S	P	P				P
Private country club	S	S		P	P	P	P	P					P
Day nursery or kinder	S	S		S	P	P	P	P	P	P	P		P
Fairground/Rodeo											P	P	S
Lodge or Club				S		P	P	S					P
Home, halfway house, or other group dwelling for alcoholic, narcotic, psychiatric patients or felons and delinquents		S		S	S		P	S					S
Hospital (acute care)					S			P	P				
Nursing home					P			P	P				
Institutions of religious or philanthropic nature		S		S	S	S		P	P				
Library, art gallery, museum					S	S		P	P				
Park, playground,	P	P		P	P	P	P	P	P	P	P	P	P
Public administration office		S		S	S	P	P	P	P	P	P	P	P
Home for the aged		P		P			P	P					
Private school, college or university	S	S		S	S			P	P				

200-FT Buffer at Prop ID: 11734



Page: 1/1

Drawn By: R. PICK

Last Update: 10/23/2024

Note: Ownership is labeled with its Prop ID.

DISCLAIMER:
 THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.



CITY OF KINGSVILLE
ENGINEERING DEPARTMENT
 400 W King Ave; Kingsville, TX 78363
 Office: (361) 595-8007
 Fax: (361) 595-8064

Melinda Anne Brou
1513 Virginia
Kingsville, TX 78363
#18899

Alonzo B Vidal
215 E County Road 2205
Kingsville, TX 78363
#11155

Fabian Gomez
ETUX Angela
1521 Virginia
Kingsville, TX 78363
#19691

John R Fluman
1526 Virginia ST
Kingsville, TX 78363
#16384

Miguel Esparza
ETUX Monica N Rivas
1522 Virginia
Kingsville, TX 78363
#24733

Jack O Oliver
1518 Virginia ST
Kingsville, TX 78363
#17141

Dawson Mortensen-Chown
1514 Virginia AVE
Kingsville, TX 78363
#25481

Kenneth Yandell
ETUX Rita Lynn
1510 Virginia ST
Kingsville, TX 78363
#17900

Luis Miguel Gonzalez
ETUX Sabreana Daun
1506 Virginia
Kingsville, TX 78363
#10201

William B Rauch
ETUX Pamela K
1505 Lewis ST
Kingsville, TX 78363
#18685

Gregory Wollenzien
ETUX Autumn M
1504 Lewis
Kingsville, TX 78363
#10939

Doris Rosemary Huskey
1521 Lewis ST
Kingsville, TX 78363
#20240

Zhuofan Zhang
1525 Lewis ST
Kingsville, TX 78363
#12543

Ralph Alfred Perez Sr
ETUX Marilyn
1529 Lewis ST
Kingsville, TX 78363
#21018

Alberto Patee III
1530 Lewis
Kingsville, TX 78363
#22971

Guadalupe Fernandez
ETUX Leonor
1526 Lewis ST
Kingsville, TX 78363
#15382

Corina Gutierrez
1522 Lewis ST
Kingsville, TX 78363
#23726

Johnny Soliz
ETUX Margarita
1518 Lewis ST
Kingsville, TX 78363
#16156

Shelly Seann Maher
AKA Shelly Deann Chambers
1514 Lewis ST
Kingsville, TX 78363
#24500

Brandon P Stewart
1510 Lewis ST
Kingsville, TX 78363
#16912

William B Rauch
ETUX Pamela K
1505 Lewis ST
Kingsville, TX 78363
#18685

David Christopher
1506 Lewis
Kingsville, TX 78363
#25239

William R Durrill EST
Robert Anderson (IND EXEC)
615 South Upper Broadway
Corpus Christi, TX 78401
#19259

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Years

CONTINUED FROM PAGE 1

brink said.

He explained that the unique thing about this is the sense of belonging along with family and pride that goes into making the annual event a success.

"We can't pull this off without friends and family coming back," Unterbrink said.

Greg Wallace also does a lot to bring the event together.

"This is a homecoming, it's about the parish, it's a family and community reunion," Wallace said.

The annual event draws in around 1,600 to 1,800 people. Some come from as far away as New Mexico and Minnesota to have the family style, all you can eat turkey dinner that includes fresh baked turkey, homemade dressing, cranberry sauce, mashed potatoes, gravy, cucumber and green bean salads, bread, coffee, tea, and desserts.

Beer and soft drinks are available for purchase as well.

After lunch, those in attendance have a full day of fun. They can participate in the Turkey Shoot (trap and target), the country store, kid's games, fish pond, ringer, raffles, silent auctions and bingo. Wallace said they play bingo non-stop from 7 p.m. to 6 p.m.

They play special games for special prizes (values greater than \$100) every 15 minutes

and announce the names of businesses several times in recognition of their donations.

A Country Western Dance follows the days excitement from 8 p.m. to midnight. This year the "Michael Durits Band" will perform. Drinks and set ups are available.

Wallace said that they move fast throughout the day to make things happen on time.

"There are 30 to 35 people per table and each table has a different family. All of our volunteers move in and around and there is really no training because they have been doing this all their lives," he said.

The way it works is you come in and sit down and someone will bring you a plate you don't have to order.

"You never know who your server is going to be, it could be a doctor or a lawyer that is waiting on you," Wallace said.

Unterbrink said since the church began, there has never been a year they didn't have the celebration, which is also the biggest fundraiser of the year for the church.

"The only thing I can suggest to people is that they should try it at least once. If you've never been, try to come in and you will meet people from all over Texas and The United States. I don't know how to do Thanksgiving any other way," Unterbrink said.

City

CONTINUED FROM PAGE 1

would discuss with his wife what his path forward should be in the coming weeks.

McLaughlin said if he were to resign, a customary 30-day notice would be required and that if he chose to resign, he would "not want to leave the city hanging."

He wanted to make it clear that he had come to no decision yet on his future.

In other business at the meeting, three final plats for the future Southernet Subdivision in Kingsville were approved. The plats for Unit 2B, containing 13.2 acres, the 2.53 acre final plat of Unit 3 and the 17.23 acre final plat of Unit 4 were all approved by 4-0 votes.

Commissioner Hingosa was not present for that session of the meeting.

Commissioners also approved by a 4-0 vote for the Animal Services department to pursue a \$20,000 grant, requiring no city match, from the ASPCA.

An amendment to the admin policy allowing for mental health leave by city

employees was unanimously approved as well.

Up to 40 hours paid leave would be allowed for any city employee who would be involved in a physically or emotionally traumatizing event. An example would be an officer-involved shooting, or any employee who witnessed a sudden death while on the job.

A written request would be submitted by an employee to their supervisor, who would then have 24 hours to decide on the leave approval.

"This is very good," Commissioner Edna Lopez said. "I'm all for it."

During public comments, three citizens spoke out regarding what they considered lack of urgent response to unleashed animals in the city.

Representing members of the local US Postal carriers, they said the situation is dangerous for mail delivery workers, who they say have faced numerous encounters with stray and unleashed dogs recently.

Victor Bays, representing

81s Heroes, provided commissioners with an update on the program honoring her late husband and fallen KPD Officer Sherman Bays.

She said the golf tournament in September was their "biggest one yet," featuring 128 golfers and 32 teams.

She added that in November, 81s Heroes held a blood drive, and also held a memory walk, as well as feeding local law enforcement officers.

She added that a bite suit was purchased for a KPD K9 officer, and that 81 Heroes also provides "equipment, training and counselling" for first responders.

"I long for the days when 81s Heroes can be mentioned and everyone knows exactly what the group is," she added.

In his report, McLaughlin noted he'd be in attendance for the groundbreaking at the NAS-Krag building.

He added that city crews planned to reurface portions of Wells Street between Yorkum and Kleberg, as well as one block of 4th Street.

Win

CONTINUED FROM PAGE 10

thinks a flag football team in school would be amazing.

"I really enjoy playing flag football with revolution, because it brought me so much more friendships. It feels really good to be a state champion, just being able to know that we won that is amazing," Nino said.

"It wasn't what I expected. I had a lot of fun and it

was something new to experience. It took a lot of hard work and dedication from each one of us to make it to State," running back Savannah Penless said.

Jaylah Caldera said she loved the sport.

"The girls on my team aren't just friends, they have also become my family. After having a few injury set-

backs, the girls always kept pushing me to be better. The best part is having my dad, Leroy, and uncle, Xavier, coach me on this team. Becoming State champs was a challenge but we made it happen. I hope they make it a UIL sport. We are hungry for more and I am excited to see what comes in the future," Caldera said.

Arrest

CONTINUED FROM PAGE 1

the theft of five vehicles from Neessen Chevrolet in June 2024.

He remains in the Kleberg County Jail on charges of

burglary and theft of property.

Purnie's bond for the theft charge has been set at \$25,000.

Chief John Bate empha-

sized the continued dedication of KPD officers and their swift response to protect local businesses, ensuring the safety of the community.

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PEST CONTROL RUDY'S

Ask about our affordable maintenance plans for a pest-free home 365 days a year.

BEES AND FLEAS

CALL TODAY FOR AN ESTIMATE!

<ul style="list-style-type: none"> • Roaches • Ants • Fleas • Ticks • Spiders • Scorpions • Termites • Other Pests 	<p>Protect your family and pets with our safe and effective pest control solutions against these and other potentially harmful household pests.</p>	<p>8151L 14th Street Kingsville, TX 78363</p> <p>TPCL #13343</p> <p>595-RUDY 11 5 8 13</p>
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Commercial and Residential "Serving Kingsville, Bishop and the Surrounding Area"

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, December 4, 2024, at 6:00 p.m. wherein the Commission will discuss and/or take action on the following item and at which time all interested persons will be heard:

Brenda Rios, applicant/owner, requesting a Special Use Permit for childcare in home in R1 (Single Family) of Anglewood, Block 3, Lot 12, also known as 1515 Lewis St, Kingsville, TX 78363.

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

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, December 9, 2024, at 5:00 p.m. wherein the City Commission will discuss the following item and at which time all interested persons will be heard:

Brenda Rios, applicant/owner, requesting a Special Use Permit for childcare in home in R1 (Single Family) of Anglewood, Block 3, Lot 12, also known as 1515 Lewis St, Kingsville, TX 78363.

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

ORDINANCE NO. 2024-_____

AMENDING THE ZONING ORDINANCE BY GRANTING A SPECIAL USE PERMIT FOR CAR WASH USE IN C2 (RETAIL DISTRICT) AT COLLEGE AC, BLOCK 11, LOT E100' SE/4, ALSO KNOWN AS 600 WEST CORRAL AVE., KINGSVILLE, TEXAS; AMENDING THE COMPREHENSIVE PLAN TO ACCOUNT FOR ANY DEVIATIONS FROM THE EXISTING COMPREHENSIVE PLAN; PROVIDING FOR PUBLICATION.

WHEREAS, the Planning Commission has forwarded to the City Commission it's reports and recommendations concerning the application of Baltazar Ramirez, owner/applicant, for amendment to the zoning map of the City of Kingsville;

WHEREAS, the property is currently zoned C2-Retail District and it is desired for the area to be used for a car wash, while its prior use was a car wash;

WHEREAS, the City Code of Ordinances, Chapter XV-Land Usage, Appendix A- Land Use Categories states that in C2 a special use permit is required to have a car wash; and

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

WHEREAS, with proper notice to the public, public hearings were held on Wednesday, December 4, 2024, during a meeting of the Planning Commission, and on Monday, December 9, 2024, a public hearing was held during a meeting of the City Commission, in the Helen Kleberg Groves Community Room/Commission Chambers, at City Hall, in the City of Kingsville, during which all interested persons were allowed to appear and be heard; and

WHEREAS, a majority of the Planning and Zoning Commission voted 6-0 to APPROVE, with 0 abstentions, the requested special use permit; and

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

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

SECTION 1. That the Zoning Ordinance of the City of Kingsville, Texas, is amended and a Special Use Permit is granted for a Car Wash on the premises known as College AC, Block 11, Lot E100'SE/4, also known as 600 West Corral Ave., Kingsville, Texas, as more specifically describe on site plan attached as Exhibit A.

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

1. **ALLOWED USE:** The only uses authorized by this Special Permit other than the permitted "C2" Retail District use is as a Car Wash.

2. **STATE LICENSE:** The premises or operator will be licensed or registered by the State of Texas, if needed, to have such a car wash.

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

4. **SPECIAL CONDITION:** The applicant shall obtain all required background checks, business licenses and have and cooperate with all annual fire safety, health, and sanitation inspections, or other inspections required for this type of use by the City of Kingsville or any State or Federal requirement, in order to maintain compliance with federal, state and city regulations for the facility.

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

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

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

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

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

INTRODUCED on this the 9th day of December, 2024.

PASSED AND APPROVED on this the 13th day of January, 2025.

Effective Date: _____, 2020

THE CITY OF KINGSVILLE

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #3

BA - Seco
grant

City of Kingsville Parks & Recreation

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Susan Ivy, Parks Director

DATE: November 14, 2024

SUBJECT: Request for approval of State Energy Conservation Office (SECO) award and authorize City Manager to sign contract for same.

Summary:

We are asking for Commission to approve the \$25,000 award from SECO and authorize City Manager Mark McLaughlin to sign same.

Background:

Kingsville Parks and Recreation has applied for and been awarded the sum of \$25,000 through the Texas State Comptroller's office and the State Energy Conservation Office (SECO). The grant is a reimbursement grant and there is no match required. These Grant funds are awarded for the purpose of changing out the old lighting in and around the Recreation Hall at Dick Kleberg Park to use a more efficient source such as LED Lighting. A quote we received from Mia Electric was used to apply for the grant and a copy of it is attached.

Financial Impact:

This project would increase funding available to complete the lighting project proposed by \$25,000.

Recommendation:

City staff recommends that the City Commission approve the SECO grant award and authorize City Manager Mark McLaughlin to sign same.

From: Mia Electrical Services
P.O. Box701
Kingsville, Tx 78364
361-228-0506 TECL 26788

Date: 8/8/24
Quote: # 102604

To: City of Kingsville Parks Dept.
P. O. Box 512
Kingsville, Tx 78364

Job Name: Rec Hall Lighting

I here by submit specifications and estimates for:

- 1) Installing (12) LED 2X4 FLAT PANEL SWITCHABLE LUMENS (3833-6027) COLOR (35K 4K 5K) 80 CRI 120V-277V 0-10V Dimming white fixtures in the main slope ceiling with dimming switches.
- 2.) Installing surface RAB GUS4-50W/D10 SURFACE WRAP 4FT 50W 5000K 0-10V DIM 120-277V WH fixtures in back area low ceiling and in the (3) rear storages rooms.
- 3.) Installing (1) 2x4 FLAT PANEL SWITCHABLE LUMENS (3833-6027) COLOR (35K 4K 5K) 80 CRI 120V-277V white fixture in the Kitchen area.
- 4.) Installing (1) 2x4 FLAT PANEL SWITCHABLE LUMENS (3833-6027) COLOR (35K 4K 5K) 80 CRI 120V-277V white fixture in the front storage room and (2) LITH CPX 2X2 ALO7 SWW7 M4 LED 2X2 SWITCHABLE LUMENS (2300 - 4200) SWITCHABLE COLOR TEMP (35K-50k) in the back part of storage room. Will need to re-do the grids to be able to accomdate the new fixtures.
- 5.) Will use the existing 120v wiring, but run new low-voltage wiring for the dimming of the hall lights.
- 6.) Install (6) LUMARK CLCS17S 10IN SML LED SURFCE MNT CANPY SLCT WATT(40-60W)LUMNS(5500-8000)CLR(35 4K 5K) 80CRI 120V-277V DRK BRNZ in the front canopy.
- 7.) Install (5) Acuity Brand ATBL cobra head fixtures on (4) light poles around parking lot.

Total- \$20,450.00

I hereby propose to furnish labor and material-complete with the above specifications, for the sum of Twenty Thousand Six Hundred Fifty Dollars) with payments made as follows:
Full payment once job is completed.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from above specifications involving extra will be executed only upon written request orders, and will become an extra charge over and above this estimate. All agreements contingent upon strikes, accidents, or delay beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Jose Andrade-Owner

Acceptance of Proposal

The above prizes, specifications and conditions are hereby accepted.
You are authorized to do work as specified. Payments will be made as outlined above.

Accepted: _____

Date: _____

RESOLUTION #2024-_____

A RESOLUTION ACCEPTING SECO GRANT AWARD AND AUTHORIZING THE CITY MANAGER TO ACT ON THE CITY'S BEHALF WITH SUCH PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Kingsville Parks Department was recently notified that it had been awarded a State Energy Conservation Office (SECO) grant through the Texas State Comptroller in the amount of \$25,000; and

WHEREAS, the purpose of grant funds is changing out the old lighting in and around the Recreation Hall at Dick Kleberg Park to use a more efficient source such a LED Lighting; and

WHEREAS, there is no cash match tied to the use of these funds;

WHEREAS, the use of the funds is a benefit to the citizens of this City as well as the department.

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

I.

THAT the City accepts the \$25,000 grant award from the Texas Comptroller of Public Accounts for SECO funds to be used for changing out the old lighting in and around the Recreation Hall at Dick Kleberg Park to use a more efficient source such a LED Lighting and authorizes the City Manager to act on the City's behalf with such grant and funds.

II.

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

PASSED AND APPROVED by a majority vote of the City Commission on the 25th day of November, 2024.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

ORDINANCE NO. 2024-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2024-2025 BUDGET TO ACCEPT AND EXPEND THE STATE ENERGY CONSERVATION OFFICE (SECO) AWARD FOR LIGHTING IN AND AROUND THE RECREATION HALL AT DICK KLEBERG PARK.

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

I.

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

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#18

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 075 – State Energy Conservation Office (SECO)					
<u>Revenues</u>					
4503	Parks	State Grants	72010	\$25,000	
<u>Expenditures</u>					
4503	Parks	Parks Capital Projects	71201	\$25,000	

[To amend the City of Kingsville FY 24-25 budget to accept and expend the State Energy Conservation Office (SECO) award for lighting in and around the Recreation Hall at Dick Kleberg Park. Funding will come from the grant award for the stated purpose.]

II.

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

III.

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

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

IV.

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

INTRODUCED on this the 9th day of December 2024.

PASSED AND APPROVED on this the 13th day of January 2025.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #4

Duaget VM.

CITY OF KINGSVILLE



P.O. BOX 1458 – KINGSVILLE, TEXAS 78364

Date: November 27, 2024

To: City Commission via City Manager Mark McLaughlin

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

From: Janine Reyes, Director of Tourism Services

Summary: Tourism is working to improve the aesthetics of the Visitors Center off the highway and would like to complete the job prior to the opening of the Fuel America next door and the centennial celebrations at Texas A&M University-Kingsville.

Additionally, in order to salvage two mature trees on site and make use of adjoining space between Fuel America and Tourism facilities, we would like to install a small dog park to draw visitors to our space to market upcoming events and our community.

Tourism would like to use the remaining balance of ARPA funds and additionally request a budget amendment to cover the costs associated with this project. Design and quotes are attached.

Financial Impact: Total request is \$26,556.72. The breakdown is as follows:

Dog Park Fencing from S&J Fence Co Materials: \$5,004.56

Dog Park Fencing Installation from S&J Fence Co: \$5,837.50

7 piece Vest In Show Kit from The Park and Facilities: \$7,188.00

Level Site for preparation of Dog Park: \$2,850.00

Signage to Promote Upcoming Events/Other Dog Park/Hotel Options: \$2,000.00

Equipment Install: \$3676.66

Recommendation: Staff recommends that Commission approve exhausting the \$26,556.72 remaining in Tourism ARPA funds for this Dog Park project.

City of Kingsville Town

Date Paid

Calculated ARPA Beginning Balance	-	\$174,533.00	
Wayfinding Signs	\$10,000.00	Design/Deposit	Jan-23
Wayfinding Signs	\$39,458.00	Fabrication	Sep-23
WOST Air Show	\$25,000.00		Mar-21
WOST Air Show reversal	-	\$25,000.00	Mar-21
Train Depot Painting	\$12,500.00		Jul-22
Tourism Couch Set	\$8,100.00		Jun-22
Tourism Couch Set Freight	\$675.00		Oct-22
Promotional Photo Frames	\$9,383.28		Mar-23
DI Conceptual Design	\$46,390.00		Aug-23
LED Sign Deposit	\$9,485.00		Jul-23
LED Sign Final Payment	\$9,485.00		Fall 2023
LED Sign Install	\$2,500.00		Fall 2023

Total Remaining - \$26,556.72

Anticipated Projects

Cartoon Map		EST
Butterfly garden sun shades		EST
Mural		EST
Mini Dog Park	\$26,556.72	EST

Total if approved \$0.00



City of Kingsville, TX

Detail vs Budget Report

Account Detail

Date Range: 10/01/2023 - 09/30/2024


Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
205 - TOURISM ARP STATE & LOCAL FISCAL RECOVERY FUND	Professional Services	0.00	62,699.00	0.00	62,653.00	62,653.00	46.00	0.07%
Expense	Source Transaction					Project Account		Amount
205-5-1071-31400	20002					7207 - NATIONAL SIGN PLAZAS, INC		19,128.00
10/18/2023	POPKT23500					9776 - Dimensional Innovations, Inc		23,195.00
11/08/2023	POPKT23423					7207 - NATIONAL SIGN PLAZAS, INC		20,330.00
08/20/2024	POPKT25967							
205-5-1071-59100	Grounds & Permanent Fixtures	0.00	29,010.72	0.00	2,500.00	2,500.00	26,510.72	91.38%
Post Date	Packet Number					Project Account		Amount
10/16/2023	POPKT3248					1342 - Macareno Brothers Inc - Kingsville		2,500.00
Expense Totals:		0.00	91,709.72	0.00	65,153.00	65,153.00	26,556.72	28.96%
205 - TOURISM ARP STATE & LOCAL FISCAL RECOVERY FUND Totals:		0.00	91,709.72	0.00	65,153.00	65,153.00	26,556.72	28.96%
Report Total:		0.00	91,709.72	0.00	65,153.00	65,153.00	26,556.72	28.96%

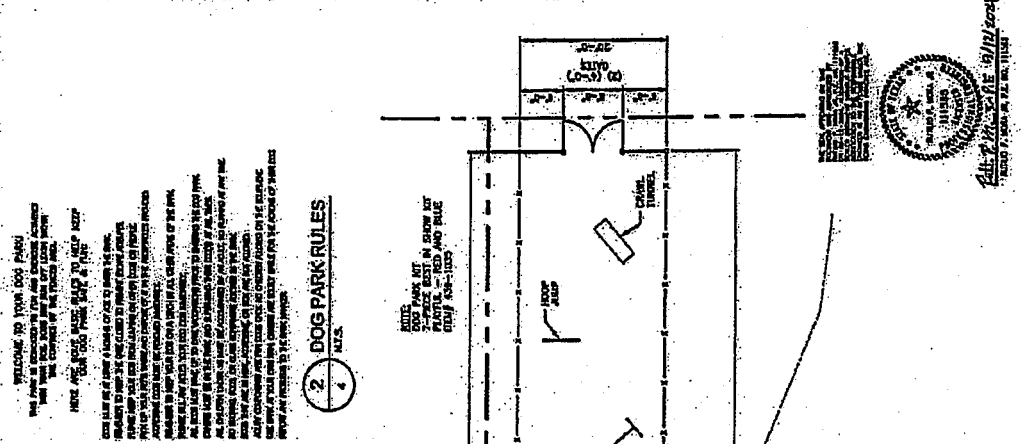
Detail vs Budget Report

Date Range: 10/01/2023 - 09/30/2024

Fund Summary

Fund	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
205 - TOURISM ARP STATE & LOCAL FISCAL	0.00	91,709.72	0.00	65,153.00	65,153.00	26,556.72	28.96%
Report Total:	0.00	91,709.72	0.00	65,153.00	65,153.00	26,556.72	28.96%

 CITY OF KENNESAW ENGINEERING DEPARTMENT 4500 YORK ROAD CLEVELAND, OHIO 44135		DRAWN BY: P. RAJNEK CHECKED BY: M. MOVA DATE: 08/08/2016	SCALE: AS NOTED SHEET NO: 4
TOURISM - VISITORS CENTER / DOG PARK EXISTING VISITORS CENTER PROPOSED DOG PARK			EXISTING VISITORS CENTER PROPOSED DOG PARK SHEET 4



1
DOG PARK DETAIL SIGN
N.T.S.

1" = 1'-0"

INSTALL BY CITY CONTRACTOR

2
DOG PARK RULES
N.T.S.

WELCOME TO YOUR DOG PARK! This park is reserved for dogs and owners. Please do not allow your dog to enter the playground area.

DOG PARK RULES

1. ALL DOGS MUST BE ON A LEASH AT ALL TIMES.

2. DO NOT FEED YOUR DOG.

3. DO NOT FEED ANY OTHER ANIMALS.

4. DO NOT ALLOW YOUR DOG TO ENTER THE PLAYGROUND.

5. DO NOT ALLOW YOUR DOG TO ENTER THE WADING POND.

6. DO NOT ALLOW YOUR DOG TO ENTER THE BOAT HOUSE.

7. DO NOT ALLOW YOUR DOG TO ENTER THE RESTROOMS.

8. DO NOT ALLOW YOUR DOG TO ENTER THE TOILET BUILDING.

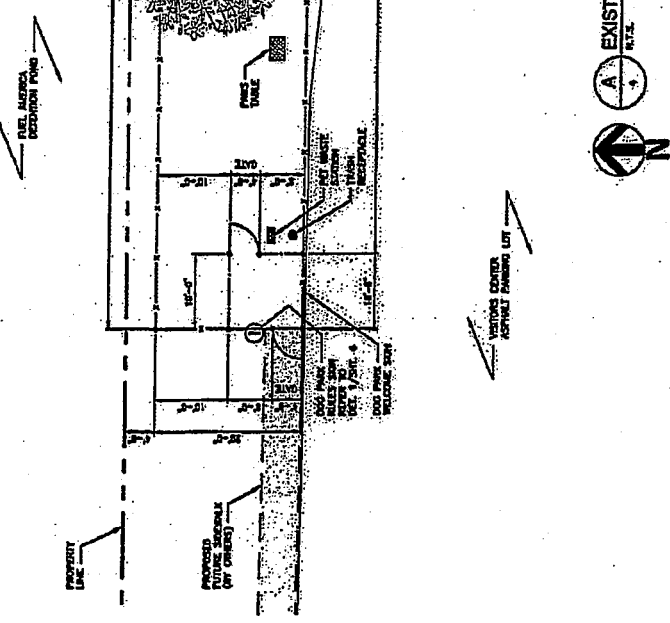
9. DO NOT ALLOW YOUR DOG TO ENTER THE MOUND.

10. DO NOT ALLOW YOUR DOG TO ENTER THE FUTURE TRACKS (IF CONCRETE).

QUANTITIES:

SY	430	EXCAVATE EXISTING GRASS
SY	11	PAVEMENT REPAIRS INCLUDING COMPACTED LIMESTONE BASE
SY	3,250	2" HOT MIX ASPHALT TYPE D OVERLAY AND PRIME COAT
LS	1	PAVEMENT MARKINGS INCLUDING ADA SYMBOL
EA	5	NEW CONCRETE WHEEL STOPS
LF	325	5" HIGH CHAIN LINK FENCE INCLUDING GATES INSTALLED
LS	1	DOG PARK FEATURES SIGNS, ETC. INSTALLED
EA	1	ADA PARKING SIGN 2. HARDWARE INSTALLED

1
SIGN
N.T.S.



2
DOG PARK RULES
N.T.S.

WELCOME TO YOUR DOG PARK! This park is reserved for dogs and owners. Please do not allow your dog to enter the playground area.

DOG PARK RULES

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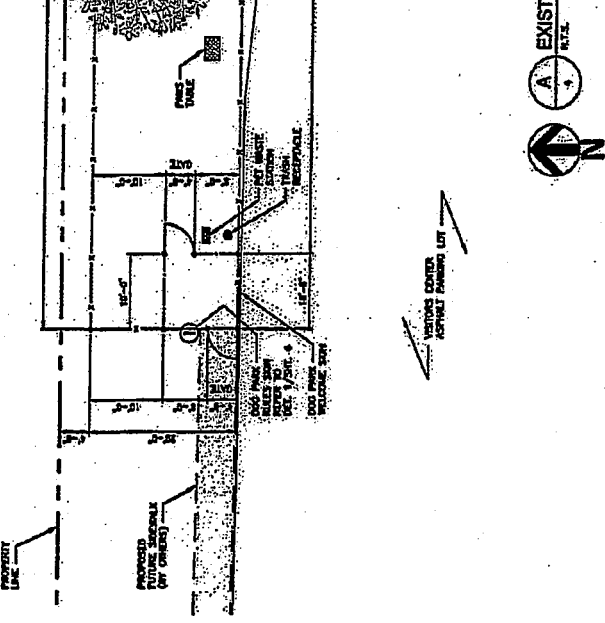
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1
SIGN
N.T.S.



2
DOG PARK RULES
N.T.S.

WELCOME TO YOUR DOG PARK! This park is reserved for dogs and owners. Please do not allow your dog to enter the playground area.

DOG PARK RULES

1. ALL DOGS MUST BE ON A LEASH AT ALL TIMES.

2. DO NOT FEED YOUR DOG.

3. DO NOT FEED ANY OTHER ANIMALS.

4. DO NOT ALLOW YOUR DOG TO ENTER THE PLAYGROUND.

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8. DO NOT ALLOW YOUR DOG TO ENTER THE TOILET BUILDING.

9. DO NOT ALLOW YOUR DOG TO ENTER THE MOUND.

10. DO NOT ALLOW YOUR DOG TO ENTER THE FUTURE TRACKS (IF CONCRETE).

1
SIGN
N.T.S.



 NORTH



 A S

EXISTING VISITORS CENTER PROPOSED DOG PARK
 N.T.S.

4th 2 200 2016 40 11/11/2016
 11/11/2016

Janine Reyes

From: Charlie Sosa <CSosa@cityofkingsville.com>
Sent: Wednesday, November 27, 2024 10:49 AM
To: Janine Reyes
Subject: Dog Park

Janine,

Here is the cost of the proposed dog park at tourism,

- | | |
|-------------------|--------------------|
| 1. Fence | \$10,842.00 |
| 2. Dog Equip. | \$ 7,188.00 |
| 3. Level Site | \$ 2,850.00 |
| 4. Installation | \$ 3,675.00 |
| 5. Sign | \$2,000.00 |
| Total Cost | \$26,555.00 |

S & J FENCE CO.

361-885-0503
www.sjfenceco.com

1825 North Padre Island Drive
Corpus Christi, TX 78408

BID PROPOSAL

City of Kingsville
Attn: Charle Sosa
1501 North US 77
Kingsville, TX
361-455-7746

October 28, 2024
Estimator: Adrian Elwin
Contact: 361-442-3518

Description: Install 340' of new 4' tall black vinyl-coated light-commercial grade chain link fence. Fence to include (2) 4' wide single swing gates set on 2 7/8" OD x SS40 posts. Gate frames to be 1 5/8" OD x .065", gates to be equipped with (2) 90-degree hinges (non-self closing), and (1) pad-lockable fork per gate. All gate and terminal posts to be set in minimum 36" concrete footings and all line posts to be set in minimum 30" concrete footings with a max spacing of 10'. Client to clear all fence lines of all vegetation, trees, and objects prior to S&J start of project. This bid is good for 30 days unless otherwise specified in writing by S&J Fence Co.

Materials furnished by S&J:	\$5,004.56
2 7/8" OD vinyl coated terminal & gate posts - SS40	
1 7/8" OD vinyl coated line posts - .065"	
1 5/8" OD vinyl coated top rail - .065"	
13 gauge vinyl coated chain link fabric, 9 ga. Finish, 2" mesh	
9 gauge vinyl coated bottom tension wire	
(2) 4' wide vinyl coated single swing gates, with hardware	
All necessary concrete	
Labor furnished by S&J:	\$5,837.50
Sales Tax @ 8.25% (Materials Only):	\$0.00
TOTAL CHARGES:	\$10,842.06

Terms: Signed contract or Hardcopy PO to schedule; invoiced at completion (net 30).

This price includes a discount for payment by cash or check; add 2% if paying by credit/debit card.

Thank you for the opportunity to bid on your fence project. You will find that S&J will deliver exceptional service and a quality product. We look forward to your business!

To accept this bid, please sign below and email to aelwin@sjfenceco.com or mail to the address above.

Signed - Owner or Agent

Date

Initial I have read and agree to S&J Fence Co. Terms and Conditions.
(www.sjfenceco.com/termsandconditions)

Employer Tax I.D. #27-0587418



Highland Products Group/The Park Catalog
 931 Village Blvd Ste 905-354
 West Palm Beach, FL 33409
 Phone : 561-620-7878
 Email : sales@theparkcatalog.com

Quote#104258

Sales Rep: Carrie Georgopoulos
 Email: Carrie@theparkcatalog.com
 Phone: 888-447-2401 Ext 60307

Bill to:
 Joseph Ramirez
 City of Kingsville
 P.O. Box 458
 Kingsville, Texas, 78368
 United States
 1-361-595-8007

Ship to:
 Joseph Ramirez
 City of Kingsville
 400 W. King Ave
 Kingsville, Texas, 78368
 United States
 1-361-595-8007

Quote Date: April 13, 2024
 Quote Expiration Date: May 12, 2024 (29 days)

Product Name	Item #	Qty	Price	Your Price	Unit Discount	Subtotal
7 Piece Best In Show Kit Color: Playful-Red and Blue	<u>439-1035-2547844</u>	1	\$7,897.00	\$7,188.00	\$709.00	\$7,188.00

Quote Notes:

NOTIFY BEFORE DELIVERY INCL IN FREIGHT

Total Discount: -\$709.00

Subtotal: \$7,188.00

Shipping & Handling: \$0.00

Tax: \$0.00

Grand Total: \$7,188.00

This quote comes with our BEST PRICE GUARANTEE! If we are not your lowest delivered quote for equivalent product, we will BEAT it! (Exclusions may apply)

Any questions contact us at 888-447-2401 or Carrie@theparkcatalog.com

PAY NOW
 WITH A CREDIT CARD

Quote Expiration Date: May 12, 2024

IF YOUR QUOTE HAS EXPIRED, PLEASE CONTACT YOUR SALES REP BEFORE SUBMITTING PAYMENT.

TERMS & CONDITIONS

SHIPPING:

Deliveries are made during normal business hours, 8am - 5pm Monday - Friday. Unless otherwise noted, shipping charges include standard delivery only. Standard delivery charges are for Tailgate delivery to any commercial location on a commercial truck route; the truck driver will not offload the delivery. It is Customers responsibility to provide adequate personnel and/or equipment to unload the shipment from the truck when it arrives. The truck driver is under no obligation to help you unload. If you require anything other than standard delivery, we have the following additional services available for purchase at time of order placement:

Additional Delivery Services

- **Residential Delivery:** If the ship to address is not a commercial location, on a commercial truck route or is in a residential area, you must order "Residential Delivery Service" at an additional charge.
- **Limited Access Delivery:** This is common LTL delivery for small businesses, restaurants, schools, churches, concert venues, theaters, or other locations that do not have a loading dock.
- **Liftgate Service:** This service includes the driver utilizing a lift gate on the rear of the truck. The driver is responsible for lowering your shipment to the ground only. Once delivery is at ground level it is your responsibility to move the shipment from the delivery point to its destination.
- **Notify Before Delivery:** Notify before delivery indicates that the receiver needs to be called before arrival. The carrier will call 24-48 hours prior to make a delivery appointment. If the receiver cannot be reached, these shipments can result in significant delays or additional redelivery fees.
- **Inside Delivery:** If this service is required, please reach out to one of our Sales Representative as we cannot be responsible for online quotes with this service. This service requires specifics that must be communicated to the carrier prior to getting a shipping quote.
- **Redelivery Fee:** This charge will occur when a delivery is unsuccessful on the first try and the carrier must try to deliver the shipment a second time. Redeliveries occur within the carrier's available timeframe.
- **Construction Site Delivery:** This charge is for any destination that is under construction and requires an LTL truck to navigate a construction site.

Shipping Service Discrepancies - If there is a discrepancy in the services requested and the minimum services required to deliver the product, the Customer agrees to pay and The Park Catalog reserves the right to charge the customer for any necessary additional services provided at the time of delivery.

Shipment Inspection Required - It is the customer's responsibility to inspect all deliveries for possible damage, correct quantities and to note any discrepancies on the freight bill PRIOR to signing the delivery receipt provided by the driver. All damage claims MUST be recorded on the delivery receipt and reported within 48 hours of delivery. The Park Catalog does NOT GUARANTEE replacements parts or products FREE of charge due to concealed or unreported damages.

Assembly May Be Required:

Most of our product's ship Knocked down and on commercial pallets to minimize freight damages and reduce freight cost.

CANCELLATIONS:

No order can be cancelled unless first authorized and confirmed in writing by The Park Catalog Team. Made-to-Order items already in production may not be cancelled. If a cancellation is authorized, charges may apply based on the stage the order is in.

RETURNS:

We will accept returns of unopened/unused products, up to 30 days from the shipping date, subject to ALL the following terms and conditions

- **Approval:** Written approval and instructions must be issued by our Customer Service Department before any merchandise can be returned.
- **Shipping Returns:** All merchandise must be returned in its original packaging, freight Prepaid. No Collect shipments are accepted.
- **Re-Stocking & Shipping Fees:** The customer is responsible for a minimum 25% re-stocking fee and all related shipping charges on product returned for reasons other than damage or defect. Original shipping charges will not be refunded.
- **Online Orders:** For online orders, The Park Catalog is not responsible if the customer orders incorrect product or colors. All return and restock fees apply.
- **Personalized -** These items are NOT eligible for return unless a defect in manufacturing is presented to us with pictures prior to return.
- **Refunds:** refunds will be issued on returned merchandise AFTER shipment is received and inspected at our warehouse and the goods are deemed to be resalable and free of damages.

Payment options:

Credit Card: To maintain a safe environment for credit card transactions, we utilize a credit card processing company that partners with companies who transmit or process card information in a secure environment which complies with the Payment Card Industry Data Security Standard (PCI DSS). In compliance with the payment card industry data security standards, The Park Catalog cannot accept credit card payment information via Email/Fax/US Mail/Telephone/Voice Mail. A secure payment link will be sent via email to allow your transaction to be completed.

Check: Payable to Highland Products Group or The Park Catalog, 931 Village Blvd Ste 905-354, West Palm Beach, FL 33409

ACH: You will find ACH/wire information on the pages following your proposal

Purchase Order: We accept purchase orders from Government/Municipal entities, Public Schools, non-private Colleges, and Universities to name a few. All other customer types must speak with a sales representative for qualifications to utilize a purchase order.

Force Majeure:

No Party to this Agreement shall be responsible for any delays or failure to perform any obligation under this agreement due to acts of God, outbreaks, epidemic/pandemic or the spreading of disease or contagion strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure, the Parties' duty to perform obligations shall be suspended.

To accept this proposal:

Sign Here _____ Date: _____

PLAYCORE

Building communities through play & recreation™

To Whom It May Concern:

This is in response to your request for a W-9 from a single member LLC, disregarded for income tax purposes. All receipts and federal taxes for this entity are reported on a consolidated tax return under Playcore Group, Inc & Subsidiaries, federal identification number (FEIN) 82-2297804, and as such, we will not require a 1099 issued since we are a U. S. corporation.

Please find the following enclosed documents:

- A W-9 for Playcore Group, Inc & Subsidiaries with FEIN 82-2297804. Lines 5, 6, and 7 all list the business address, name, and FEIN of the disregarded LLC entity.

Aside from making a 1099 determination for federal income tax, the LLC's name and address should be used for *all other business purposes* including, but not limited to: invoicing, licensing, signing / executing contracts, creating customer / vendor accounts, etc.

Should you have any questions regarding the attached, please do not hesitate to reach out to our department at tax@playcore.com.

Sincerely,

Scott Hooker
Senior Tax Accountant
shooker@playcore.com
PLAYCORE
Building communities through play & recreation™

ORDINANCE NO. 2024-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2024-2025 BUDGET TO APPROPRIATE FUNDING FOR THE TOURISM DOG PARK.

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

I.

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

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#20

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 205 – Tourism ARP					
<u>Expenditures</u>					
1071	Tourism	Machinery & Equipment	71200	\$26,556.72	

[To amend the City of Kingsville FY 24-25 budget to appropriate funding for the Tourism Dog Park from the Tourism ARP Fund 205. This will exhaust all ARP funding allocated for Tourism.]

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 9th day of December 2024.

PASSED AND APPROVED on this the 13th day of January 2025.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #5

Planning and Development Services
410 W King
Kingsville, TX 78363
PH: 361-595-8055



MEMO

Date: November 27th, 2024

To: Mark McLaughlin (City Manager)

From: Erik Spitzer (Director of Planning and Development Services)

Subject: **The City of Kingsville Planning and Development Services Department is seeking approval from the City Commissioners and Mayor to charge customers Third-Party Inspection Fees when the City is unable to perform these inspections**

Summary: The Department of Planning and Development Services currently has an existing contract with a Third-Party Building Inspection Company ("Bureau Veritas") to conduct both residential and commercial inspections when workload surpasses local department capacity. The Planning Department currently has no dedicated inspector and no funds allocated within FY 2025 to hire a new inspector. To ensure the proper fees are recouped when inspections are completed by the Third-Party company, the Planning Department will collect the "Third-Party" company inspection fees upfront from the customer + a 10% administrative fee **before** an inspection or re-inspection will be scheduled by the City of Kingsville Planning Department.

Proposed New Ordinance:

Sec. 15-1-13a - Purpose and authority for third party inspection services.

The purpose of the procedures enumerated in this section is to provide the city with the ability for pre-qualifying companies to perform residential and commercial building inspections established by code. This section shall be applicable to the city's selection of third-party inspection companies under the authority of the City Manager. Specifically, the city, by and through the City Manager, shall select a third-party inspection company solely on the basis of qualifications. The City Manager, through the Pre-Qualification Procedure enumerated herein, shall review a company's qualifications. In addition, this section does not apply to the hiring of such companies by the city to provide services relating to potential litigation or to provide services ancillary to compliance with local, state, or federal laws. Such hiring shall be done in consultation with the City Attorney and in accordance with the applicable requirements of local, state, or federal law. All inspection fees charged by a third party company (with which the city has an existing contract) will be paid for upfront by the customer seeking an inspection plus a 10% administrative fee (e.g., company "X" charges \$125.00 for a single electrical final inspection of a commercial structure; the City of Kingsville Planning Department will charge the customer \$137.50 *before* the inspection is scheduled with the third-party company). The Building Official will always (except in an emergency) complete the following inspections: (1) approval to disconnect/re-connect electric power to structures, both residential and commercial (2) certificates of occupancy for both residential and commercial structures.

Financial Impact: Third-Party Plan Inspection fees will be collected upfront from the customer to ensure solvency within the Planning Department's "Professional Services" budget line item.

Recommendation: Staff recommends approving this new ordinance.

Erik Spitzer
Director of Planning and Development Services

ORDINANCE NO. 2024-_____

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES CHAPTER XV, ARTICLE 1-BUILDING REGULATIONS, SECTION 13-PURPOSE AND AUTHORITY FOR THIRD PARTY PLAN REVIEW AND INSPECTION SERVICES; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, this Ordinance was revised on September 23, 2024 via Ordinance #2024-69 for revision of third party plan review service fees;

WHEREAS, the City desires to contract with a Third-party for certain building inspection services for both residential and commercial inspections;

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 Sections 15-1-13 of Article 1: Building Regulations of Chapter XV, Building Code, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

§ 15-1-13 PURPOSE AND AUTHORITY FOR THIRD PARTY PLAN REVIEW AND INSPECTION SERVICES.

- A) The purpose of the procedures enumerated in this section is to provide the city with a selection procedure for pre-qualifying companies to perform the services of plan review under the provisions established by the Code. This section shall be applicable to the city's selection of third party plan review companies under the authority of the Building Official. Specifically, the City, by and through the Building Official, shall select a third party plan review company solely on the basis of qualifications. The Building Official through the Pre-Qualification Procedure enumerated herein shall review a company's qualifications. In addition this section does not apply to the hiring of such companies by the City to provide services relating to potential litigation or to provide services ancillary to compliance with local, state, or federal laws. Such hiring shall be done in consultation with the City Attorney and in accordance with the applicable requirements of local, state, or federal law. All plan review fees charged by a third party company (with which the City has an existing contract) will be paid for upfront by the customer seeking a plan review plus a 10% administrative fee (e.g.: company "X" charges \$1,500 for a plan review

fee of a single family residence; the City's 10% of that is \$150, so the City of Kingsville Planning Department will charge the customer a total of \$1,650, which must be received before the plans are sent to the third-party company for review).

- B) The purpose of the procedures enumerated in this section is to provide the city with the ability for pre-qualified companies to perform residential and commercial building inspections established by code. This section shall be applicable to the city's selection of third-party inspection companies under the authority of the City Manager. Specifically, the city, by and through the City Manager, shall select a third-party inspection company solely on the basis of qualifications. The City Manager, through the Pre-Qualification Procedure enumerated herein, shall review a company's qualifications. In addition, this section does not apply to the hiring of such companies by the city to provide services relating to potential litigation or to provide services ancillary to compliance with local, state, or federal laws. Such hiring shall be done in consultation with the City Attorney and in accordance with the applicable requirements of local, state, or federal law. All inspection fees charged by a third party company (with which the city has an existing contract) will be paid for upfront by the customer seeking an inspection plus a 10% administrative fee (e.g., company "X" charges \$125.00 for a single electrical final inspection of a commercial structure, the City of Kingsville Planning Department will charge the customer \$137.50 before the inspection is scheduled with the third-party company). The Building Official will always (except in an emergency) complete the following inspections: (1) approval to disconnect/re-connect electric power to structures, both residential and commercial (2) certificates of occupancy for both residential and commercial structures.

...

II.

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

III.

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

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

IV.

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

INTRODUCED on this the 9th day of December, 2024.

PASSED AND APPROVED on this the 13th day of January, 2025.

Effective Date: _____

Sam Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

REGULAR AGENDA

AGENDA ITEM #6

**City of Kingsville
Department Name**

TO: Mayor and City Commissioners

CC: Charlie Sosa, Interim City Manager

FROM: Juan J. Adame, Fire Chief

DATE: December 23, 2024

SUBJECT: Assistance to Firefighters Grant (AFG) Request

Summary:

The Kingsville Fire Department is requesting approval to apply for the FY 2025 Assistance to Firefighters Grant to request funding for a new ambulance.

The total grant request is for \$372,215.00.

Background:

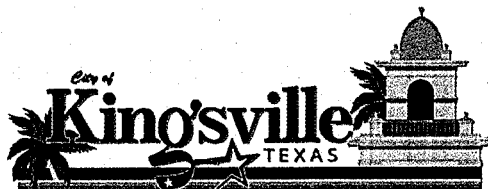
The Assistance to Firefighters Grant (AFG) was created to assist departments with the purchase of necessary equipment. Currently, the fire department has one reserve medic that is a 2007 model; the two front line units are 2017 and 2019 models. If we are awarded the grant the department will replace the 2007 unit.

Financial Impact:

The AFG grant requires the city to provide a 10% cost share of \$33,837.73. The remaining \$338,377.27 would be provided through federal resources. The AFG is a reimbursement type grant. We are requesting \$372,215.00 in costs for ambulance construction and purchase.

Recommendation:

The fire department is requesting a resolution approving the submission of application and, if awarded, acceptance of the AFG in the amount of \$372,215.00.



RESOLUTION # 2025-_____

A RESOLUTION AUTHORIZING THE CITY TO SUBMIT AN APPLICATION TO THE FEMA ASSISTANCE TO FIREFIGHTERS GRANT REQUESTING GRANT FUNDING FOR AN AMBULANCE ON BEHALF OF THE KINGSVILLE FIRE DEPARTMENT WITH AN ANTICIPATED CASH MATCH.

WHEREAS, the City Commission of the City of Kingsville finds it in the best interest of the citizens of Kingsville that the Kingsville Fire Department participate in an application for grant monies from the FEMA Assistance to Firefighters Grant for a new ambulance (estimated to cost approximately \$372,215.00); and

WHEREAS, the City's Fire Department has one reserve medic unit from 2007 and two front line units from 2017 and 2019, so the new medic unit would replace the outdated 2007 unit for a total grant request of \$338,377.27; and

WHEREAS, the FEMA Assistance to Firefighters Grant has a cash match and the City's anticipated portion of the cash match if all items are awarded is estimated to be \$33,837.73, which is proposed to come from the City's FY24-25 General Fund budget (likely from the budget amendment reserve line item or the unappropriated GF fund balance) if approved; and

WHEREAS, the City Commission of the City of Kingsville through this resolution has authorized the Fire Chief to submit the grant and administer the grant and necessary paperwork if the grant is awarded to the City;

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

I.

THAT the City Commission approves the submission of a grant application to the FEMA Assistance to Firefighters Grant for a new ambulance on behalf of the City of Kingsville Fire Department, with a total anticipated cash match of \$33,837.73 from the City if the item is awarded.

II.

THAT the City Commission authorizes the Fire Chief to submit the grant and the Fire Chief to administer the grant and necessary paperwork.

III.

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

PASSED AND APPROVED by a majority vote of the City Commission the 13th day of January, 2025.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM

Courtney Alvarez, City Attorney

AGENDA ITEM #7

**City of Kingsville
Department Name**

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: Juan J. Adame, Fire Chief
DATE: December 11, 2024
SUBJECT: Fire Department Budget Amendment Request

Summary:

The Kingsville Fire Department is requesting a budget amendment to expend \$2,656.69 from unappropriated fund 10 balance for Training & Travel Fund.

Background:

The Law Enforcement Officer Standard-Fire fund awarded to the Fire Department several years ago. These funds are earmarked for fire department training.

Financial Impact:

The fire department is requesting a budget amendment in the amount of \$2,656.69.

Recommendation:

The fire department recommends approval of this budget amendment request .



ORDINANCE NO. 2025-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2024-2025 BUDGET TO APPROPRIATE GRANT FUNDING FOR FIRE DEPARTMENT TRAINING.

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

I.

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

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#23

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 010 – Law Enforcement Officer Standards-Fire					
<u>Expenditures</u>					
2200	Fire	Training & Travel	31600	\$2,656.69	

[To amend the City of Kingsville FY 24-25 budget to appropriate grant funding for Fire Department training. Funding for this request will come from the unappropriated fund balance of Fund 010.]

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 13th day of January 2025.

PASSED AND APPROVED on this the 27th day of January 2025.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #8

**City of Kingsville
Police Department**

TO: Mayor and City Commissioners
CC: Charlie Sosa, Interim City Manager
FROM: John Blair, Chief of Police
DATE: 1/6/2025
SUBJECT: Request for Additional Funding Allocation under the Opioid Settlement.

Summary:

The City of Kingsville, as a participating subdivision in the Texas Opioid Settlement, has received funds designated for abatement programs addressing the opioid crisis. To enhance our response capabilities and maximize the impact of these funds, the Police Department requests approval to submit Texas Settlement Subdivision Participation and Release Form to the Texas Opioid Council.

Background:

The opioid crisis has had a significant impact on public safety and community across the country to include Kingsville. Settlements from major opioid distributors and manufacturers, including McKesson, Cardinal Health, Johnson & Johnson, and others, have provided funding opportunities for local governments to mitigate these effects. Through participation in the settlement, the City is eligible to apply for supplemental funding for opioid abatement programs, including prevention, education, treatment, and enforcement initiatives.

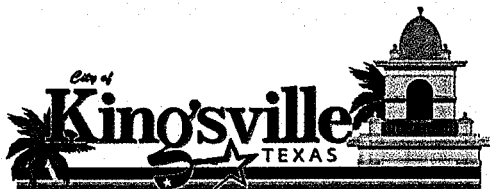
Financial Impact: An additional funding request to the Opioid Council could secure resources to expand abatement efforts, such as:

- Targeted enforcement to curb illegal opioid distribution.
- Community education campaigns.

There is no financial obligation to the City, as these funds are drawn from the national settlement trust allocated to Texas.

Recommendation:

The Police Department recommends authorizing the Chief of Police to prepare and submit a formal request to the Texas Opioid Council for additional funding.



RESOLUTION #2025-_____

A RESOLUTION OF THE CITY OF KINGSVILLE AUTHORIZING ADOPTION AND APPROVAL OF THE KROGER TEXAS SETTLEMENT AGREEMENT AND EXECUTION OF RELATED DOCUMENTS FOR THE OPIOID SETTLEMENT.

WHEREAS, the City of Kingsville obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, "Defendants") have engaged in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses;

WHEREAS, these actions, conduct and misconduct have resulted in significant financial costs to the City;

WHEREAS, on May 13, 2020, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an Agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet (hereafter, "the Texas Term Sheet") approving the allocation of any and all opioid settlement funds within the State of Texas;

WHEREAS, on September 13, 2021, the Kingsville City Commission approved Resolution #2021-59 to authorize adopting and approving the Texas Term Sheet for the Opioid Settlement as it stood at that time;

WHEREAS, on March 27, 2023, the Kingsville City Commission approved Resolution #2023-22 to authorize adopting and approving the Texas Term Sheet for the Opioid Settlement as it stood at that time, which included some pharmacies and a Settlement Allocation Term Sheet (hereafter, "the Texas Term Sheet") approving the allocation of any and all opioid settlement funds within the State of Texas. The Texas Term Sheet, as of that date, was approved by the City;

WHEREAS, since that time additional defendants, primarily additional pharmacies (Krogers and others), have been added to the suit and through the Office of the Attorney General, a negotiation group for Texas political subdivisions entered into a Kroger Texas Settlement Agreement on behalf of Texas political subdivisions, which the City can participate in by authorizing execution of the Settlement Subdivision Participation And Release Form (hereafter, "the Participation and Release Form") approving the allocation of any and all opioid settlement funds within the State of Texas. The Participation and Release Form is attached hereto as Exhibit "A" for consideration of approval by the City;

WHEREAS, Special Counsel and the State of Texas have recommended that the City of Kingsville City Commission support the adoption and approval of the Participation and Release Form for the Kroger Texas Settlement in its entirety.

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

1. Support the adoption and approval of the Kroger Texas Settlement in its entirety; and
2. Find as follows:
 - a. There is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City of Kingsville; and
 - b. The Kingsville City Commission supports in its entirety and hereby adopts the allocation method for opioid settlement proceeds as set forth in the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET and the KROGER TEXAS SETTLEMENT, SUBDIVISION PARTICIPATION AND RELEASE FORM, attached hereto as Exhibit A. The City Commission understands that the purpose of this Participation and Release Form is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants as defined therein. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Participation and Release Form between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic in this City and throughout Texas; and
 - c. The Kingsville City Commission supports the approval and participation in the Subdivision Participation and Release Form ("Kroger Texas Settlement"), all of which are attached hereto, and authorizes the Mayor to sign.
3. Declare this Resolution shall be and become effective on or after adoption.

PASSED AND APPROVED by a majority vote of the City Commission on the 13th day of January, 2025.

Sam R. Fugate

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

Exhibit A

TEXAS SETTLEMENT SUBDIVISION PARTICIPATION AND RELEASE FORM

Political Subdivision:	Texas
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Texas Political Subdivision”), in order to obtain and in consideration for the benefits provided to the Texas Political Subdivision pursuant to the Kroger Texas Settlement Agreement and Full Release of All Claims dated October 30, 2024 (“Kroger Texas Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Texas Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Texas Political Subdivision above is aware of and has reviewed the Kroger Settlement Agreement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Texas Political Subdivision elects to participate in the Kroger Texas Settlement and become a Participating Texas Political Subdivision as provided therein.
2. The Texas Political Subdivision shall immediately cease any and all litigation activities as to the Released Entities and Released Claims and, within 14 days of executing this Participation and Release Form, its counsel shall work with Kroger’s counsel to dismiss with prejudice any Released Claims that it has filed.
3. The Texas Political Subdivision agrees to the terms of the Kroger Texas Settlement pertaining to Texas Political Subdivisions as provided therein.
4. By agreeing to the terms of the Kroger Texas Settlement and becoming a Releasor, the Texas Political Subdivision is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Release.
5. The Texas Political Subdivision agrees to use any monies it received through the Kroger Texas Settlement solely for the purposes provided therein.

6. The Texas Political Subdivision submits to the exclusive jurisdiction and authority of the Texas Consolidated Litigation Court as defined in the Kroger Texas Settlement. For the avoidance of doubt, nothing contained in this Participation and Release Form, or the Kroger Texas Settlement, constitutes consent to jurisdiction, express or implied, over the Texas Political Subdivision or its selected counsel to the jurisdiction of any other court (including without limitation MDL 2804, the MDL 2804 Fee Panel, the MDL 2804 Enforcement Committee, or the Court in which any Texas Consent Judgment is filed) for any purpose whatsoever.
7. The Texas Political Subdivision, as a Participating Texas Subdivision, has the right to enforce the Kroger Texas Settlement in the Texas Consolidated Litigation Court as provided therein.
8. The Texas Political Subdivision, as a Participating Texas Subdivision, hereby becomes a Releasor for all purposes in the Kroger Texas Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Texas Political Subdivision hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entities in any forum whatsoever. The releases provided for in the Kroger Texas Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entity the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Texas Political Subdivision to release claims. The Kroger Texas Settlement shall be a complete bar to any Released Claim.
9. The Texas Political Subdivision hereby takes on all rights and obligations of a Participating Texas Subdivision as set forth in the Kroger Texas Settlement.
10. In connection with the releases provided for in the Kroger Texas Settlement, each Texas Political Subdivision expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Texas Political Subdivision hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Texas Settlement.

11. The Texas Political Subdivision acknowledges, agrees, and understands that the Maximum Texas Settlement Amount to be paid under the Kroger Texas Settlement for the benefit of the Participating Texas Political Subdivision, is less than or equal to the amount, in the aggregate, of the Alleged Harms allegedly suffered by the governmental entity, constitutes restitution and remediation for damage or harm allegedly caused by Kroger in order to restore, in whole or part, the governmental entity to the same position or condition that it would be in had it not suffered the Alleged Harms; and constitutes restitution and remediation for damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law.
12. Nothing herein is intended to modify in any way the terms of the Kroger Texas Settlement Agreement, to which the Texas Political Subdivision hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Texas Settlement, the Kroger Texas Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Texas Political Subdivision.

Signature: _____

Name: _____

Title: _____

Date: _____

AGENDA ITEM #9

**City of Kingsville
Police Department**

TO: Mayor and City Commissioners
CC: Charlie Sosa, Interim City Manager
FROM: John Blair, Chief of Police
DATE: 12/30/2024
SUBJECT: Request for Resolution to Enter into Agreement with Flock Safety

Summary:

The Kingsville Police Department seeks approval to enter into an agreement with Flock Safety to utilize its safety systems and LiveView technology leveraged by Lowe's. This collaboration will enhance the department's capabilities in preventing and investigating criminal activity within our community.

Background:

Flock Safety systems provide cutting-edge technology, including license plate recognition and real-time data sharing, that significantly bolster investigative processes. Access to Lowe's-owned Flock safety systems and/or LiveView will enable the department to document and track criminal activities effectively. All usage of this technology will strictly comply with established policies to ensure it is used solely for bona fide investigations, with access limited to authorized personnel under audit trails provided by the Flock Safety platform.

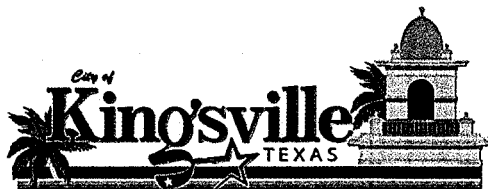
This agreement aligns with the department's mission to leverage innovative tools for public safety while maintaining transparency and accountability. Lowe's reserves the right to terminate access if the technology is misused, ensuring robust oversight of the partnership.

Financial Impact:

There is no financial obligation associated with this agreement.

Recommendation:

We recommend authorizing the Chief of Police to execute an agreement with Flock Safety, granting access to Lowe's-owned safety systems and/or LiveView technology. Your support will enable the department to adopt modern solutions to enhance public safety efforts in Kingsville.



RESOLUTION #2025-_____

A RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF KINGSVILLE POLICE DEPARTMENT AND FLOCK SAFETY FOR LAW ENFORCEMENT ACCESS; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville (“City”) promotes the health and safety of the community and supports City departments in efforts to partner with other agencies to improve communication strategies and services for citizens;

WHEREAS, the City’s Police Department has worked to develop a Memorandum of Understanding with Flock Safety Group d/b/a “Flock Safety” for Law Enforcement Access to enhance the Department’s capabilities in preventing and investigating criminal activity within our community;

WHEREAS, the proposed collaboration is designed to significantly strengthen the Department’s investigative reach and efficiency;

WHEREAS, there is no discernable financial impact to the City under the terms of the Memorandum of Understanding;

WHEREAS, the Chief of Police would be the authorized signatory for the Kingsville Police Department’s participation in the agreement.

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

I.

THAT the Chief of Police is authorized and directed as an act of the City of Kingsville, Texas to enter into a Memorandum of Understanding with Flock Safety for Law Enforcement Access, 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
13th day of January, 2025.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

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MEMORANDUM OF UNDERSTANDING

This Data Sharing Memorandum of Understanding (hereinafter “**MOU**”) is entered into by and between Flock Group, Inc., d/b/a “Flock Safety”, with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and Kingsville PD with a place of business at 1700 E King Ave, Kingsville, Texas 78363 (“**Customer**”) (each a “**Party**”, and together, the “**Parties**”).

Whereas, Customer desires to access Flock’s technology platform and FlockOS® (together, the “**Flock Services**”) in order to view and search still images and associated information (e.g., metadata, geo-location of devices, time stamp, and vehicle description) captured by Flock’s devices (“**Captured Data**”) for the Purpose (defined below).

Whereas, Flock desires to share Captured Data with Customer in accordance with the applicable retention requirements, pursuant to the following terms and conditions:

1. Definitions.

1.1. “**Authorized User**” means employees, agents, or officers of Customer accessing or using the Flock Services for the Purpose.

1.2. “**Flock IP**” means the Flock Services, Flock’s proprietary software, hardware, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized Users.

1.3. “**FlockOS® Essentials Tier**” means access to Flock’s cloud-based public safety platform, which includes real-time hotlist alerts and search vehicle evidence from a nationwide network of license plate reader cameras. FlockOS® Essentials Tier includes access to Flock’s national law enforcement network of devices.

1.4. “**FlockOS® Community Tier**” means access to Flock’s cloud-based public safety platform, which includes limited access to community devices, such as Home Owner Associations, businesses, law enforcement, and school safety customers, within the local city or county they serve. FlockOS® Community Tier does not include national access to Flock’s law enforcement network of devices.

2. Purpose. Customer shall use Flock Services solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering by law enforcement to the extent permitted by law (“**Purpose**”).

3. Term. This MOU will commence upon execution by both Parties and shall continue until terminated by either Party pursuant to Section 12 (“**Termination for Convenience**”).

4. Trial Period. For the first ninety (90) days of the Term (“**Trial Period**”), Customer will have complimentary access to FlockOS® Essentials Tier. After the Trial Period, Customer will be

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automatically downgraded to FlockOS® Community Tier unless the Parties mutually execute a paid subscription agreement.

5. Access Rights to Flock Services. Flock grants to Customer a non-exclusive, non-transferable, revocable right to access the features and functions of the Flock Services during the Term, solely for use by Authorized Users. Customer shall undertake reasonable efforts to make all Authorized Users aware of the provisions of this MOU and shall cause Authorized Users to comply with such provisions. Customer shall be responsible for all acts and omissions of Authorized Users.

6. Restrictions on Use. Customer will not permit any Authorized Users or any third party to: (i) copy or duplicate any of the Flock Services; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock Services is compiled or interpreted; (iii) modify, alter, or tamper with any of the Flock Services, or create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock Services; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Flock Services; or (vi) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights. Customer may only access Captured Data and Flock Services to perform the Purpose, as described in Section 2. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances.

7. Service Interruption. Flock Services may be interrupted in the event that: (a) Flock's provision of Flock Services to Customer or any Authorized User is prohibited by applicable law; (b) any third-party services required for Flock Services are interrupted; (c) if Flock reasonably believe Flock Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Interruption.

8. Service Suspension. Flock may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Flock IP or Flock Services if: (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized User uses the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Purpose; or (e) any unauthorized access to Flock Services through Customer's account.

9. Ownership. Flock retains all right, title and interest in and to the Flock Service, Flock IP, and its components or data provided by Flock to Customer. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Except as

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provided herein, Customer acknowledges that it neither owns nor acquires any rights, title or interest in Flock IP or Captured Data. If Customer or Authorized User provides any suggestions or other information relating to the subject matter hereunder, Customer or Authorized User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing. There are no implied rights.

10. Warranty. Flock Services are provided “As Is”. Flock disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose as to Flock Services and Captured Data.

11. Financial Implications to Customer. No financial commitment by Customer is required to access the Flock Services or Captured Data under this MOU.

12. Termination for Convenience. Either Party may terminate this MOU for its convenience at its sole discretion by providing thirty (30) days prior written notice of termination, effective immediately after such notice. Upon termination of this MOU, Customer will immediately cease all use of Flock Services.

13. Indemnification. Each Party to this MOU shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the use of Flock Services. To the extent permitted by law, Parties shall indemnify and hold harmless each other against any suits, claims, actions, complaints, or liability of any kind, which relate to the use of or reliance on Flock Services. For tort liability purposes, no participating Party shall be considered the agent of the other participating Party. Each Party to this MOU shall be liable (if at all) only for the torts of its own officers, agents, or employees. Under no circumstances shall this MOU be interpreted to create a partnership or joint venture.

14. Limitation of Liability.

14.1. Limitation on Direct Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FLOCK, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR ANY AMOUNT GREATER THAN \$100 IN UNITED STATES CURRENCY, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), PRODUCT LIABILITY OR OTHERWISE.

14.2. Waiver of Consequential Damages. IN NO EVENT SHALL FLOCK OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR LOSS OF PROFITS, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. Confidentiality.

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15.1. Obligations. During the performance of services and Customer's use of the Flock Services under this Agreement it may be necessary for a Party to provide the other with certain information considered to be proprietary or confidential by the disclosing Party. The disclosure of such confidential information shall be subject to the following terms and conditions.

15.1.1. "**Confidential Information**" shall mean any material, data, systems, procedures and other information of or with respect to disclosing Party that is not be accessible or known to the general public, including information concerning its hardware, business plans or opportunities, business strategies, finances, employees, object code, source code, formulae, algorithms, financial data, clients, employees, software development plans, software support and third-party proprietary or other information that disclosing Party treats as confidential. The receiving Party shall not use, publish or divulge any Confidential Information of the disclosing Party except (i) in connection with receiving Party's provision of software and services pursuant to this Agreement, (ii) to receiving Party's officers, directors, employees, agents and contractors who need to know such information to enable receiving Party to provide software and services pursuant to this Agreement, or (iii) with the prior written consent of disclosing Party, provided that disclosing Party may withhold such consent in its sole discretion.

15.1.2. Each Party shall protect the other's Confidential Information with the same degree of care normally used to protect its own similar Confidential Information, but in no event less than that degree of care that a reasonably prudent business person would use to protect such information. The obligations of each Party to protect Confidential Information received from the other Party shall not apply to information that is publicly known or becomes publicly known through no act or failure to act on the part of the recipient. All provisions of this MOU concerning this section herein, shall survive any termination of this MOU.

15.2. Exclusions. Confidential Information shall not include any information that is (i) already known to the receiving Party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving Party; (iii) subsequently disclosed to the receiving Party on a non-confidential basis by a third-party not having a confidential relationship with the other Party hereto that rightfully acquired such information; or (iv) communicated to a third party by the receiving Party with the express written consent of the other party hereto. A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process or the Freedom of Information Act or Public Records Request shall not be considered a breach of this MOU; provided the receiving Party provides prompt notice of any such subpoena, order, or the like to the other Party so that such Party will have the opportunity to obtain a protective order or otherwise oppose the disclosure.

16. Entire Agreement. This MOU is complete and contains the entire understanding between the Parties relating to the provision of Flock Services, the sharing of Captured Data, and

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Confidential Information by and between Flock and Customer. This MOU supersedes any and all other agreements between the Parties. This Agreement is non-assignable by either Party.

17. Severability. Nothing in this MOU is intended to conflict with or violate State or Federal laws, regulations, policies, etc. If a term or provision of this MOU is inconsistent with a law or authority, then that term or provision shall be invalid, but the remaining terms and provisions shall remain in full force and effect. If any provision of this MOU is found to be unenforceable, unlawful, or void, the provision shall be deemed severable from the MOU and shall not affect the validity of the remaining provisions.

18. Miscellaneous. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in this Agreement. This MOU shall be governed by the laws of the state in which the Customer is located, excluding its conflict of laws rules. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this MOU.

IN WITNESS WHEREOF, Flock and the Customer have caused this MOU to be signed on the date set forth below and be effective on the last date specified below.

FLOCK GROUP, INC.

Kingsville PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

AGENDA ITEM #10

**City of Kingsville
Police Department**

TO: Mayor and City Commissioners
CC: Charlie Sosa, Interim City Manager
FROM: John Blair, Chief of Police
DATE: 12/30/2024
SUBJECT: Request for Ordinance to Establish Fingerprint and Background Check Fee.

Summary:

The Kingsville Police Department respectfully seeks the City Commission's approval to adopt an ordinance enabling the assessment of a Fingerprint and Background Check Fee. This fee, as presented during the recent budget discussions, is necessary to cover the operational costs associated with providing fingerprinting and background check services to the public.

Background:

The Kingsville Police Department routinely provides fingerprinting and background check services for various purposes, including employment, licensing, and other legal requirements. Currently, these services are offered without a fee, creating a financial burden on the department's resources.

The proposed ordinance would establish a nominal fee to offset the costs of materials, equipment maintenance, and personnel time involved in these services. Implementing this fee aligns with the department's commitment to providing high-quality services while ensuring fiscal responsibility.

Financial Impact:

The adoption of this ordinance will generate a new revenue stream to support departmental operations without imposing additional tax burdens on residents.

Recommendation:

We request the adoption of an ordinance allowing the City of Kingsville to assess a Fingerprint and Background Check Fee as outlined. Your support in this matter will help ensure that the Kingsville Police Department can continue to provide efficient and sustainable services to the community.





FY-24-25 PROPOSED FEES FOR BUDGET

Budget Workshop for Fees – Monday, July 22, 2024

MARK MCLAUGHLIN, CITY MANAGER



DEPARTMENT NAME: POLICE DEPARTMENT
NAME OF FEE: BACKGROUND CHECK

Purpose of the Fee: To cover the cost of the time the employees use for call taking, scheduling, associated supplies, and other necessary costs.

Date Fee was Originally Adopted: Never previously adopted.

Date the City last changed the Fee: Was never an established fee.

FY 23-24 Revenues the Fee Assessment Received: Zero

FY 23-24 Cost of the Services the Fee covers: Zero

Reason the Fee is proposed for an increase: New fee introduction

→ FY 24-25 Proposed Revenues with new Fee: \$6.00 per report number and \$3.00 per duplicate for same report number. Estimated 60 reports per month: \$6.00 x 60 per month = \$360.00 x 12 months = \$4320.00 annually

Notes:



FY-24-25 PROPOSED FEES FOR BUDGET

Budget Workshop for Fees - Monday, July 22, 2024

MARK MCLAUGHLIN, CITY MANAGER



DEPARTMENT NAME: POLICE DEPARTMENT FINGER PRINT CARDS

Purpose of the Fee: To cover the cost of the time the employees use for call taking, scheduling, associated supplies, and other necessary costs.

Date Fee was Originally Adopted: Never previously adopted

Date the City last changed the Fee: Was never an established fee

FY 23-24 Revenues the Fee Assessment Received: Zero

FY 23-24 Cost of the Services the Fee covers: Zero

Reason the Fee is proposed for an increase: New fee introduction

→ FY 24-25 Proposed Revenues with new Fee: \$25.00 per card and \$10.00 for duplicate card from same appointment. Estimated 15 appointments per month: \$25.00 x 15 per month = \$375.00 x 12 months = \$4500.00 annually.

Notes: KPD does not keep copies.

ORDINANCE # 2025 _____

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES CHAPTER III-ADMINISTRATION, ARTICLE 8-RECORDS MANAGEMENT, PROVIDING FOR SECTION 10-FINGERPRINT AND BACKGROUND CHECK FEES AND FOR SECTION 11-SUBPOENA DUCES TECUM AND ZONING VERIFICATION FEES; 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 has been an increase in processing fingerprint and background checks for individuals by the Police Department and in processing subpoenas duces tecum by various departments, which is taking additional staff time for these services so that fees should be charged to recoup that;

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 8: Records Management of Chapter III- Administration, of the Code of Ordinances of the City of Kingsville, Texas shall be amended to read as follows:

Article 8 – Records Management

...

§ 3-8-10. – Fingerprint & Background Check Fees.

A. The charge for processing each background check shall be \$6.00 per report number and \$3.00 per duplicate report number. The fee shall be collected prior to completing and releasing such records. The fee shall be waived for governmental agencies acting in an official capacity.

B. The charge for processing each fingerprint card shall be \$25.00 per card and \$10.00 for duplicate cards from the same appointment. The fee shall be collected prior to completing and releasing such records. The fee shall be waived for governmental agencies acting in an official capacity.

§ 3-8-11. – Subpoena Duces Tecum & Zoning Verification Fees.

- A. The charge for processing a subpoena duces tecum and affidavit shall be \$15.00 for each subpoena.
- B. The charge for processing a zoning verification letter shall be shall be \$10.00 for each letter.

...

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, prase, 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 13th day of January, 2025.

PASSED AND APPROVED on this the 27th day of January, 2025.

Effective Date: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #11

**City of Kingsville
Purchasing Department**

TO: Mayor and City Commissioners
CC: Charlie Sosa Interim City Manager
FROM: Charlie Sosa, Purchasing Manager
DATE: December 26, 2024
SUBJECT: RFP 25-04 Purchase and Installation of Kennels for Animal Shelter

Summary:

This item authorizes the Interim City Manager to accept a proposal from Direct Animal Products of Boyd, Texas 76023 for RFP 25-04 Purchase and Installation of Kennels for Animal Shelter.

Background:

We published a Request for Proposals #25-04 Purchase and Installation of Kennels for Animal Shelter in the newspaper on November 28, 2024, and December 5, 2024. Request for Proposals were accepted until 2:00 PM on December 10, 2024. Three responses were received from Tri-Star Vet of Boyd, Texas, Direct Animal Products of Boyd, Texas and DC Export of Houston Texas. Bids received ranged from \$135,640.00 to \$187,232.00. The apparent responsive low bidder was Direct Animal Products in the amount of \$135,640.00. Please refer to the bid tabulation attached.

Financial Impact:

The total amount of \$135,640.00 will be funded through Budgeted ARP Funds GL account 121-5-4400-71300.

Recommendation:

Staff recommends the Interim City Manager to accept proposal from Direct Animal Products of Boyd, Texas 76023 in the amount of \$135,640.00 for RFP 25-04 Purchase and Installation of Kennels for Animal Shelter.



BID TABULATION

City of Kingsville
 RFP 25-04 Purchase & Installation Of Kennels
 Project Name: For Animal Shelter
 Bid Number: 25-04
 Date: December 10, 2024 at 10:00AM



ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	1	LS	Kennels	\$	125,373.00	\$	106,540.00	\$	106,540.00
2	1	LS	Labor	\$	29,100.00	\$	29,100.00		
TOTAL BASE BID					\$154,473.00		\$135,640.00		\$187,232.00

Denotes Kennels and Labor

BID RESULTS RANKING - LOWEST TO HIGHEST:

2

1

3

AGENDA ITEM #12

**City of Kingsville
Engineering Dept.**

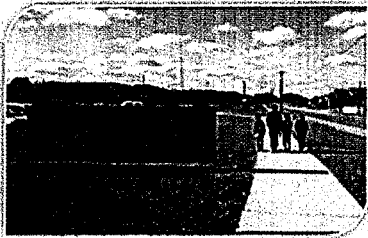
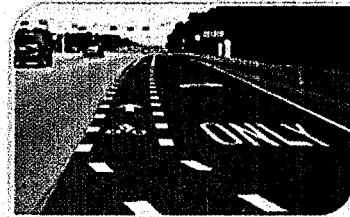
TO: Mayor and City Commissioners
CC: Charlie Sosa, Interim City Manager
FROM: Rutilio P. Mora Jr, P.E., City Engineer
DATE: January 13, 2025
SUBJECT: Consider a Resolution authorizing Participation in the Federal Transportation Alternative Set-Aside Program (Preliminary Application) through the Texas Department of Transportation (TxDOT).

Summary:

On January 3, 2025, Texas Department of Transportation (TxDOT) issued the 2025 Transportation Alternatives (TA) Call for Projects. The application is a two-step process. Step 1 – Project Sponsors submit Preliminary Application(s) (PA) by February 2025. Step 2 – Project Sponsors submit Detailed Application(s) (DA) by June 2025. If funds are awarded, the City would be notified in the Fall of 2025. See below.

TxDOT's 2025 TA Call for Projects Schedule (tentative)

- October – December 2024 – Get the word out
- January 2025 – Call for Projects opens
- February 2025 – Preliminary Applications due
- June 2025 – Detailed Applications due
- October 2025 – Anticipated Commission award



TxDOT's 2025 TA Call for Projects

- Open to all areas of the state regardless of size
- Up to \$250M to be made available
- Includes large projects, quick-turnaround improvements, and non-infrastructure awards

The project(s) would typically be funded by both federal (80%) and local (20%) funds. Local funds should not be required since the City's local fund match can be covered by



**City of Kingsville
Engineering Dept.**

Transportation Development Credits (TDCs). This year the grant also considers an adjustment factor for inflation.

Eligible TA Project Activities include bicycle infrastructure improvements, shared use paths, sidewalk improvements and infrastructure-related projects to improve safety for non-motorized transportation.

Project Evaluation and Selection Criteria includes Safety, Project Readiness, Geographic Equity, Connectivity & Accessibility, Community Support & Planning and Demand.

Allowable Costs eligible for federal reimbursement include Project Construction, Preliminary Engineering and design, including preparation of construction plans, specifications and estimates, Environmental Documentation, Planning activities and Right-of-way acquisition on a case -by-case basis as approved by TxDOT.

Costs not eligible for federal reimbursement include Planning Activities, Environmental Mitigation, Utility Adjustments, Landscape Improvements and Land Acquisition.

The City may submit two (2) applications in 2025. Two project locations the city may focus on are:

- General Cavazos/Bramha Blvd/E. Escondido Road lighting, sidewalk, pedestrian bridge and bike lane improvements
- E. Ceasar Ave. between 6th Street and Highway 77 – Bicycle, Sidewalk, Ramps and Crosswalk Improvements.

Attached is ***Exhibit 1 and 2***, a map indicating the proposed improvements to each area.

Background:

The city also applied to 2023 TA Call for Project and was awarded \$1,000,500 through the Transportation Alternatives Set Aside funding at a 0% match. The scope of work focused on City-wide Non-motorized Transportation Plan (NMTP) that included a study for the following:

- General Safety Action Plan
- Vision Zero Plan
- Safe Route to School Plan
- ADA Transition Plan
- Regional Pathway Trails

The city also applied to 2021 TA Call for Projects and was awarded \$1,248,433 through the Transportation Alternatives Set Aside funding at a 0% match. The scope of work



**City of Kingsville
Engineering Dept.**

focused on Memorial Middle School and Harrel Elementary School and includes sidewalks, shared use paths and buffered bike lanes. The project will construct a 6-foot-wide sidewalk and buffered bicycle lanes along S Armstrong St, a 10-foot-wide shared use path and a 6-foot-wide sidewalk along W Johnston Ave, and a 10' wide shared use path along Caesar Ave. Intersection improvements include high-visibility crosswalks and curb ramps.

The city also applied to 2019 TA Call for Projects and was awarded \$689,793 through the Safe Routes to School funding at a 0% match. The scope of work included sidewalks on both north and south side of Kenedy Avenue between 14th Street between 20th Street, sidewalks on both north and south side of Lott Avenue between 14th Street and 20th Street. sidewalk on the east side of 17th Street between Henrietta Avenue and Kenedy Avenue, sidewalk on the west side of 19th Street between Henrietta Avenue and King Avenue, and sidewalk on the west side of 20th Street between Kenedy Avenue and Lott Avenue.

Financial Impact:

There is no financial impact in submitting the preliminary application.

Recommendation:

Staff recommends applying to the Transportation Alternatives Set-Aside Program 2025 Call for Projects on the recommended locations.

Attachments:

Exhibit 1 - General Cavazos, Brahma and Escondido

Exhibit 2 - Caesar Ave.

Resolution 2025 _____



EXHIBIT 1. TRANSPORTATION ALTERNATIVES 2025
General Cavazos Blvd, S. Brahma Blvd, Escondido Rd




Page: 1 / 1	Drawn By: R. PICK	DISCLAIMER: THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.	 CITY OF KINGSVILLE ENGINEERING DEPARTMENT 400 W King Ave, Kingsville, TX 78363 Office: (361) 595-8007 Fax: (361) 595-8064
	Last Update: 1/2/2025		
	Note: See attached documents for additional information.		

Exhibit 2: Transportation Alternatives 2025

Caesar Ave




DISCLAIMER:
THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.

Drawn By: R. PICK
Last Update: 1/2/2025
Note: See attached documents for additional information.

Page:
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CITY OF KINGSVILLE
ENGINEERING DEPARTMENT
400 W King Ave; Kingsville, TX 78363
Office: (361) 595-8007
Fax: (361) 595-8064



RESOLUTION NO. 2025-_____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE APPLICATIONS TO THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE 2025 TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROGRAM.

WHEREAS, on January 3, 2025, the Texas Department of Transportation (TxDOT) issued the 2025 TASA Call for Projects, which is a two-step process that consists of: Step 1-Project sponsors submit Preliminary Applications (PA) by February 2025, and Step 2-Project sponsors submit Detailed Applications (DA) by June 2025;

WHEREAS, if funds are awarded, the City would be notified in the Fall of 2025 whether its project(s) for design and construction of ADA sidewalks, shared-use paths, lighting, bridges, sidewalks, bike lanes, crosswalks, and ramps; and

WHEREAS, two projects are proposed for application in 2025 to focus on: (1) General Cavazos/Brahma Blvd/E. Escondido Road- lighting, sidewalk, pedestrian bridge and bike lane improvements, and (2) E. Caesar Ave. between 6th Street and Highway 77-bicycle, sidewalk, ramps, and crosswalk improvements;

WHEREAS, the TASA funds typically require a local cash match but that can be covered by Transportation Development Credits, so no cost should be required by the City. This year the grant also considers an adjustment factor for inflation. As the Project Sponsor, the City of Kingsville would be responsible for all non-reimbursable costs and 100% of overruns, if any;

WHEREAS, the governing body of the City of Kingsville desires to reaffirm its support of the Projects and approves and authorizes the submission of applications to the TxDOT 2025 TASA for the proposed projects.

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

I.

THAT the City Commission authorizes the Mayor to execute applications to the TxDOT 2025 TASA Program for the two Projects stated above.

II.

THAT the Mayor, or his designee, is hereby authorized and directed to act on the City's behalf in all matters pertaining to these applications.

III.

THAT this Resolution shall become effective upon adoption.

PASSED AND APPROVED by a majority vote of all members of the City Commission of the City of Kingsville on the 13th day of January, 2025.

Sam R. Fugate
Mayor

ATTEST:

Mary Valenzuela
City Secretary

APPROVED AS TO FORM:

Courtney Alvarez
City Attorney

AGENDA ITEM #13

**City of Kingsville
Engineering Dept.**

TO: Mayor and City Commissioners

CC: Charlie Sosa, Interim City Manager

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

DATE: January 13, 2025

SUBJECT: Consider approving an Advanced Funding Agreement (AFA) for a Transportation Alternatives Set-Aside (TASA) Program Project from the Texas Department of Transportation (TxDOT) for a Planning Study Regarding City-Wide Non-Motorized Transportation Plan.

Summary:

We are seeking approval of the Advanced Funding Agreement (AFA) with TxDOT. On December 5, 2024, City received an (AFA) for City-Wide Non-Motorized Transportation Plan (NMTP). The Texas Transportation Commission passed Minute Order No. 116575 awarding funding for this planning study on October 26, 2023. The project federal funding is \$1,000,500.00. No City match is required. The city will be responsible for any cost overruns on the project.

The planning study includes the following:

- Hot Spot Crash Analysis
- Systemic Analysis
- Geometric improvement Analysis
- Safe Route to School Transportation Plan
- Roadway Audit
- Non-motorized Transportation Inventory

Other recommendations include but not limited to the following:

- General Safety Action Plan
- Vision Zero Plan
- Safe Route to School Plan
- ADA Transition Plan
- Regional Pathway Trails
- Construction Cost Estimates



**City of Kingsville
Engineering Dept.**

This study will aid a tool for addressing concerns in the city and assisting in acquiring more transportation safety grant.

Background:

On December 2, 2022, Texas Department of Transportation (TxDOT) issued the 2023 Transportation Alternatives (TA) Call for Projects. The application is a two-step process. Step 1 – Project Sponsors submit Preliminary Application(s) (PA) by January 27, 2023. Step 2 – Project Sponsors submit Detailed Application(s) (DA) by June 5, 2023. If funds are awarded, the City would be notified in the Fall of 2023 for TA FY2022 through FY2025.

The project(s) would typically be funded by both federal (80%) and local (20%) funds. Local funds are not required since the City's local fund match will be covered by Transportation Development Credits (TDCs). This year the grant also considers an adjustment factor for inflation.

Eligible TA Project Activities include bicycle infrastructure improvements, shared use paths, sidewalk improvements and infrastructure-related projects to improve safety for non-motorized transportation.

Project Evaluation and Selection Criteria includes Safety, Project Readiness, Geographic Equity, Connectivity & Accessibility, Community Support & Planning and Demand.

Allowable Costs eligible for federal reimbursement include Project Construction, Preliminary Engineering and design, including preparation of construction plans, specifications and estimates, Environmental Documentation, Planning activities and Right-of-way acquisition on a case -by-case basis as approved by TxDOT.

Costs not eligible for federal reimbursement include Planning Activities, Environmental Mitigation, Utility Adjustments, Landscape Improvements and Land Acquisition.

The City may submit three(3) applications in 2023. Three project locations the city may focus on are:

- East Escondido Road lighting & bike lane improvements
- City-wide Transportation Study that includes use of bicycle/pedestrian counters, along with plans for:



**City of Kingsville
Engineering Dept.**

- City-wide bike parking installations, high visibility crosswalk installations and traffic calming activities directly supporting active transportation networks (i.e. mini roundabouts, curb extensions/bulb-outs)
- Development of Active Transportation Non-Infrastructure projects (non-motorized transportation networks) such as Safe Routes to School, pedestrian, bicycle, safety action, and ADA transition plans
- Gillette Middle School/Harvey Elementary School/Jubilee Academies and Kleberg Early Literacy & Continuing Education Center Pedestrian Sidewalk Bridge & Crosswalk Improvements

Financial Impact:

Transportation Development Credits (TDC) are being utilized in place of the city's participation in the amount of \$200,100.00. If project costs are above the application amount of in the city would be responsible.

Recommendation:

Staff recommends approving the Advanced Funding Agreement for the City-Wide Non-Motorized Transportation Plan through the Transportation Alternatives Set-Aside Program Project and authorizing the mayor to sign the Agreement.

Attachments:

Advanced Funding Agreement for a TASA Program Project
Resolution 2025-_____



RESOLUTION NO. 2025-_____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR TASA PROGRAM PROJECT FOR A CITY-WIDE NON-MOTORIZED TRANSPORTATION PLAN.

WHEREAS, on December 2, 2022, the Texas Transportation Commission issued the 2023 Transportation Alternatives Set Aside Program (TASA) Call for Projects, with the preliminary applications due by January 27, 2023 and detailed applications due by June 5, 2023 and the City submitted three applications in 2023 (1. East Escondido Road lighting and bile land improvements; 2. City-wide Transportation Study; and 3. Gillette Middle School/Harvey Elementary School/ Jubilee Academies and Kleberg Early Literacy & Continuing Education Center Pedestrian Sidewalk Bridge & Crosswalk Improvements);

WHEREAS, on December 5, 2024, the City received an Advanced Funding Agreement (AFA) for a City-Wide Non-Motorized Transportation Plan in the amount of \$1,000,500.00 with no city cash match required;

WHEREAS, the TASA funds do not require a local match. However, as the Project Sponsor, the City of Kingsville would be responsible for all non-reimbursable costs and 100% of overruns, if any;

WHEREAS, the governing body of the City of Kingsville desires to reaffirm its support of the Project and approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the awarded Project.

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

I.

THAT the City Commission authorizes the Mayor to enter into and execute an AFA with TxDOT for this Project, as per the agreement attached hereto.

II.

THAT the Mayor, or his designee, is hereby authorized and directed to act on the City's behalf in all matters pertaining to this contract.

III.

THAT this Resolution shall become effective upon adoption.

PASSED AND APPROVED by a majority vote of all members of the City Commission of the City of Kingsville on the 13th day of January, 2025.

Sam R. Fugate
Mayor

ATTEST:

Mary Valenzuela
City Secretary

APPROVED AS TO FORM:

Courtney Alvarez
City Attorney

TxDOT:				Federal Highway Administration:	
CCSJ #	0916-02-026	AFA ID	Z00009349	CFDA No.	20.205
AFA CSJs	0916-02-026			CFDA Title	Highway Planning and Construction
District #	16-CRP	Code Chart 64#	22350-Kingsville		
Project Name	City-Wide Non-Motorized Transportation Plan			<i>AFA Not Used For Research & Development</i>	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**NON-CONSTRUCTION
ADVANCE FUNDING AGREEMENT
FOR A TRANSPORTATION ALTERNATIVES
SET-ASIDE (TASA) PROGRAM PROJECT
Utilizing State Transportation Development Credits
TxDOT-Selected Off-System**

This Advance Funding Agreement for a Transportation Alternatives Set-Aside (TASA) Program Project ("Agreement") is made between the State of Texas (State), acting through the Texas Department of Transportation, and the City of Kingsville (Local Government), acting through its duly authorized officials.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, Federal law, 23 USC §134 and 49 USC §5303, requires that State and Metropolitan Planning Organizations (MPOs) develop transportation plans and programs for urbanized areas of Texas, and

WHEREAS, Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the rules and procedures for the Transportation Alternatives Set-Aside Program (TASA) are established in 23 USC §133(h), and 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418, and

WHEREAS, the Local Government prepared and submitted to the State or Metropolitan Planning Organization (MPO) a project nomination package for TASA funding consideration, which is briefly described as City-wide Non-Motorized Transportation Plan (Project), and

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District #	16-CRP	Code Chart 64#	22350-Kingsville		
Project Name	City-Wide Non-Motorized Transportation Plan			<i>AFA Not Used For Research & Development</i>	

WHEREAS, the Texas Transportation Commission (Commission) passed Minute Order Number 116575 (MO) dated October 26, 2023 awarding funding for TASA projects in the TASA Program Call of the State, including Project, and

WHEREAS, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated {enter date of resolution}, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order. A map showing the Project location appears in Attachment A, Scope of Work, which is attached to and made a part of this Agreement, and

NOW, THEREFORE, the State and the Local Government agree as follows:

AGREEMENT

1. Period of Agreement and Performance

A. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the close of ordinary business on October 1, 2027.

2. Scope of Work and Use of Project

A. The scope of work is the project purpose as detailed in Attachment A, Scope of Work (Attachment A): The purpose of the project is to develop a city-wide non-motorized transportation plan to evaluate areas for infrastructure needs, such as sidewalk gaps, roadway audits, speed management plan, ADA improvements, signage and striping, lighting, signal timing adjustments, and audible signs. This will include a planning study for Safe Routes to Schools plan, Pedestrian Plan, Bicycle Transportation Plan, safety action for pedestrians and bicyclists, active transportation plans, traffic calming device recommendations, and ADA transition plans

B. Any project changes proposed must be submitted in writing by Local Government to State. Substantive changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

3. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Estimate and Source of Funds (Attachment B), which is attached to and made a part of this Agreement.

A. If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes

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and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, Local Government shall provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of the Project. State in its discretion may deny reimbursement if Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA).
- C. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- D. The Project budget and source of funds estimate based on the budget provided in the application is included in Attachment B. Attachment B shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal TASA funds assigned by the Commission or MPO in consultation with State. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the TASA, FPAA, or other federal documents.
- E. State will be responsible for securing the federal share of funding required for the development of the Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.
- F. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government. If the Project was State-selected, the State may apply a portion of any excess program funds to cover all or a portion of any overrun based on criteria provided by 43 Tex. Admin. Code §11.411(d).
- G. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

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- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (2) work requested by the Local Government is determined to be ineligible for federal participation; or (3) the adjustment is mutually agreed to by the State and the Local Government.
- I. Within 90 days following execution of this Agreement, the Local Government shall remit its local match as specified in Attachment B for State's estimated oversight and development cost.
- J. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment B and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State's written notification.
- K. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the "Texas Department of Transportation". The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.
- L. Upon completion of Project, State will perform a final accounting of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party.
- M. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.
- N. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- O. State will not pay interest on any funds provided by Local Government.
- P. State will not execute the contract for development of Project until the required funding has been made available by Local Government in accordance with this Agreement.
- Q. Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.
- R. If Local Government is an Economically Disadvantaged County (EDC) or the State or MPO selected project meets the State's or MPO's criteria to receive Transportation Development Credits in lieu of providing a cash local match, and the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

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4. Termination of the Agreement

- A. This Agreement may be terminated by any of the following conditions:
 - 1. By mutual written consent and agreement of all parties;
 - 2. By any party with 90 days written notice; or
 - 3. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.
- B. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.
- C. The Agreement may be terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly, determination that local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination;
- D. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 recapture requirements.
- E. A project may be eliminated from the TASA program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:
 - 1. Local Government fails to satisfy any requirements of the program rules cited in 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418.
 - 2. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.
 - 3. Local Government withdraws from participation in Project.
 - 4. State determines that federal funding may be lost due to Project not being implemented and completed.
 - 5. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
 - 6. A professional services contract has not been awarded or development has not been initiated within three years after the date that the Commission or MPO selected the project or by a date determined by the state and agreed to by the Local Government.
 - 7. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.
- F. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice from Local Government within 270 days of FPAA.

5. Amendments

TxDOT:				Federal Highway Administration:	
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This Agreement may be amended due to significant changes in the work, the amount of funding required to complete Project, or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Professional Services

- A. Professional services for planning and preliminary engineering will be provided by the **State**. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these and with Texas Government Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements.
- B. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Office, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("AASHTO") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All design criteria for bicycle and pedestrian bridges must comply with TxDOT's Bridge Design Manual and AASHTO's Load and Resistance Factor Design (LRFD) Guide Specifications for the Design of Pedestrian Bridges (latest edition) as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.
- C. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval on an agreed upon schedule. Local Government may also submit the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.
- D. When architectural and engineering services are provided by or through State, then the State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work, including any proposed changes to the scope of work, as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

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8. Implementation responsibility

Upon completion of Project, Local Government will be responsible for adopting and implementation of completed planning documents.

9. Notices, Invoices, Payments, and Project Inquiries

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Kingsville ATTN: City Engineer P.O. Box 1458 Kingsville, TX 78363	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

Invoicing, payment, and project inquiries must be sent to the following address, which the State may change by sending written notice of the change to the Local Government:

Texas Department of Transportation
 ATTN: Director of TP&D
 1701 S. Padre Island Dr.
 Corpus Christi, Texas 78416

All invoicing, payment, and project inquiries must include the following information:

County: Kleberg
 Local Government: City of Kingsville
 CSJ No.: 0916-02-026
 Project Name: City-Wide Non-Motorized Transportation Plan

10. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

11. Responsibilities of the Parties

TxDOT:				Federal Highway Administration:	
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Neither party is an agent, servant, or employee of the other party and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

12. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by State shall remain the property of State. All data prepared under this Agreement shall be made available to State without restriction or limitation on their further use. All documents produced or approved or otherwise created by Local Government shall be transmitted to State in the form of photocopy reproduction on a monthly basis as required by State. The originals shall remain the property of Local Government.

13. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, Local Government shall furnish State with satisfactory proof of this compliance.

14. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

15. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR Part 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to Project.

16. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

17. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

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Project Name	City-Wide Non-Motorized Transportation Plan		<i>AFA Not Used For Research & Development</i>		

18. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request

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the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

19. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38.
- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with

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Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

20. Disadvantaged Business Enterprise Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise (“DBE”) Program requirements established in 49 CFR Part 26.
- B. Local Government shall adopt, in its totality, State’s federally approved DBE program.
- C. Local Government shall set an appropriate DBE goal consistent with State’s DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. Local Government shall follow all other parts of State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation’s Federally-Approved Disadvantaged Business

Enterprise by Entity, and attachments found at web address:

http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

- E. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State’s DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).
- F. Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: “The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.”

21. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, “Debarment and Suspension.” By executing this Agreement, Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance

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Programs under Executive Order 12549, and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

22. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an

employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC §1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

23. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.

B. Local Government agrees that it shall:

1. Obtain and provide to State a System for Award Management (SAM) number (Federal Acquisition Regulation (FAR) Subpart 4.11) if this award provides more

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than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://sam.gov/SAM/pages/public/index.jsf>

2. Obtain and provide to State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top five executives to State if:
 - a. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - b. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

24. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Compliance Division as follows: *We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____.*
- D. For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

25. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

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Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
_____	_____
Signature	Signature
_____	_____
Typed or Printed Name	Typed or Printed Name
_____	_____
Typed or Printed Title	Typed or Printed Title
_____	_____
Date	Date

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ATTACHMENT A SCOPE OF WORK

Contractor-Related Entity shall perform its work in accordance with Attachment D, Information Resources and Security Requirements. A Contractor-Related Entity might create, access, transmit, store, or use Public TxDOT data in a Contractor-Related Entity Environment. Contractor shall ensure that Contractor-Related Entity Environments comply with the TxDOT Low Security Baseline with the Privacy Overlay.

Purpose: The purpose of the project is to address sidewalk gaps, roadway audits, speed management plan, ADA improvements, signage and striping, lighting, signal timing adjustments, and audible signs to be performed by the State. It will include goals and expected impact of Non-Motorized Transportation Plan (NMTP).

Project Areas: The project is a citywide project within the City of Kingsville city limits.

Timeline and deliverables:

1. The task to develop a City-Wide Non-Motorized Transportation Plan (NMTP), including adoption, will be performed in a 3-year period from time of execution of AFA
2. The deliverables resulting from developing City-Wide NMTP
 - a. Report on existing condition analyses
 - b. Preliminary report on proposed recommendations
 - c. Report on stakeholder engagement
 - d. Final report
3. The due dates of the deliverables are as follows:
 - a. 9-month time frame from execution of AFA to report on existing condition analysis
 - b. 9-month time frame from the above deliverable (a.) to produce preliminary report on proposed recommendations
 - c. 6-month time frame from the above deliverable (b.) to report on stakeholder engagement
 - d. 6-month time frame from the above deliverable (c.) to produce final report

Existing Conditions Analysis: Analysis methodologies and data sources must be used to describe the nature and level of detail of the existing conditions.

The analysis methodologies include:

1. Hot Spot Crash Analysis
2. Systemic Analysis
3. Geometric Improvement Analysis
4. Safe Routes to School Transportation Plan
5. Roadway Audit
6. Non-motorized Transportation Inventory

The anticipated data sources include:

1. In-Field Survey

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2. Census Demographics
3. Crash Record Information System (CRIS) Database

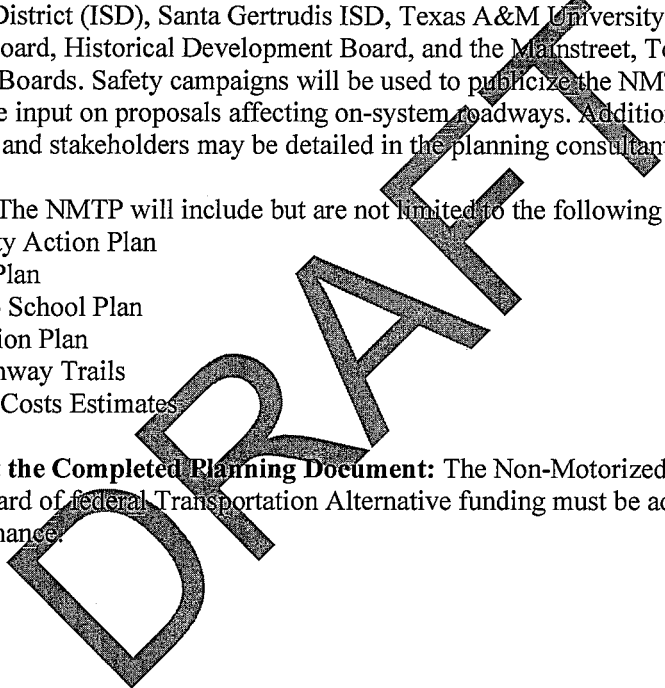
Additional analysis methodologies and data sources may be detailed in the planning consultant contract scope.

Stakeholder Engagement: This NMTP will be developed utilizing community feedback to build community trust and develop buy-in for the eventual recommendations. The feedback will be obtained through town hall meetings, as well as meetings with stakeholders including Kleberg County, Kingsville Independent School District (ISD), Santa Gertrudis ISD, Texas A&M University-Kingsville, the City Planning & Zoning Board, Historical Development Board, and the Mainstreet, Tourism, and Parks & Recreation Advisory Boards. Safety campaigns will be used to publicize the NMTPs recommendations. The State will provide input on proposals affecting on-system roadways. Additional stakeholder engagement methods and stakeholders may be detailed in the planning consultant contract scope.

Recommendations: The NMTP will include but are not limited to the following recommendation types:

1. General Safety Action Plan
2. Vision Zero Plan
3. Safe Route to School Plan
4. ADA Transition Plan
5. Regional Pathway Trails
6. Construction Costs Estimates

Agreement to Adopt the Completed Planning Document: The Non-Motorized Transportation Plan resulting from the award of federal Transportation Alternative funding must be adopted by the City Commission by ordinance.



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ATTACHMENT B
PROJECT ESTIMATE AND SOURCE OF FUNDS
 State Performs Professional Services Work of Hires Consultant

Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation		State Participation		Local Government Participation	
		Includes percentage for TDC apportionment on projects where applicable		Includes authorized EDC amounts		Includes authorized TDC reduction	
		%	Cost	%	Cost	%	Cost
Planning/Maps/Education/Non-CST	\$0	0%	\$0	0%	\$0	0%	\$0
Preliminary Engineering	\$0	0%	\$0	0%	\$0	0%	\$0
Environmental Cost	\$0	0%	\$0	0%	\$0	0%	\$0
Work by LG Subtotal	\$0		\$0		\$0		\$0
Work Performed by the State (Local Participation paid up front by LG to TxDOT)							
Planning/Maps/Education/Non-CST	\$888,000	100%	\$888,000	0%	\$0	0%	TDC 177,600.00
Preliminary Engineering ¹	\$0	0%	\$0	0%	\$0	0%	0.00
Environmental Cost ¹	\$0	0%	\$0	0%	\$0	0%	0.00
Total Project Value	\$888,000	100%	\$888,000	0%	\$0	0%	TDC 177,600.00
Work by State Subtotal	\$888,000		\$888,000		\$0		\$177,600

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Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight

Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation		State Participation		Local Government (LG) Participation	
		Includes percentage for TDC apportionment on projects where applicable	Includes percentage for TDC apportionment on projects where applicable	Includes authorized EDC amount	Includes authorized TDC reduction	%	Cost
Planning/Maps/Education/Non-CST	\$112,500	100%	\$112,500.00	0%	\$0	0%	TDC 22,500.00
Preliminary Engineering ¹	\$0	0%	\$0	0%	\$0	0%	0.00
Environmental Cost ¹	\$0	0%	\$0	0%	\$0	0%	0.00
Direct State Costs Subtotal	\$112,500	100%	\$112,500.00	0%	\$0	0%	TDC 22,500.00
Indirect State Cost	\$40,848		\$0	100%	\$40,848		\$0
TOTAL PARTICIPATION	\$1,041,348		\$1,000,500		\$0		TDC 200,100

- The estimated total participation by Local Government is \$0, plus 100% of overruns.
- Total estimated payment by Local Government to State is \$0.
- ¹Local Government's payment of \$0 is due to State within 90 days from execution of this contract.
- The local match must be 20% or greater and may include eligible in-kind contributions, EDC adjustments, or TDCs if authorized as part of project selection.
- Transportation Development Credits (TDC) are being utilized in place of the Local Government's participation in the amount of 200,100.
- This is an estimate; the final amount of Local Government participation will be based on actual costs.
- Maximum federal TASA funds available for Project are \$1,000,500.

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ATTACHMENT D

Information Resources and Security Requirements

1. TYPES OF DATA

“**TxDOT Data**” means TxDOT information, data, records, and information to which a Contractor-Related Entity has access, has possession, or is otherwise provided to a Contractor-Related Entity by TxDOT, whether or not intended under or for the purposes of the agreement, including, without limitation, data generated or collected under this agreement, intellectual property created as a work for hire under this agreement, and Personal Identifying Information (as defined below).

TxDOT Data is classified into the four categories that control applicability of security standards: Public, Sensitive, Confidential, and Regulated. See Section 4 for Definitions.

Any data that a Contractor-Related Entity accesses and downloads from a TxDOT system, for use, manipulation, storage, or management is considered Confidential Data unless otherwise specified in writing by TxDOT.

2. DATA REQUIREMENTS

2.1 Data, Data Dictionaries, and Data Flow Diagrams

Contractor shall ensure that all TxDOT Data that is generated, manipulated, transmitted, or stored, utilizes the TxDOT taxonomy, with documented data dictionaries, and data flow diagrams (including security protocols).

2.2 Data Transfer

- (a) At the completion of a deliverable, the Contractor shall transfer all TxDOT Data generated and stored for that deliverable to TxDOT in a manner and format acceptable to TxDOT and approved by TxDOT’s Information Technology Division (“ITD”).
- (b) All metadata associated with the TxDOT Data transferred must remain attached to that data.
- (c) Contractor shall maintain the appropriate level of data security throughout the transfer of the TxDOT Data.

2.3 Backup and Disaster Recovery

- (a) Contractor shall implement business continuity procedures to fulfill all requirements of this agreement that address, as a minimum, fire, theft, natural disaster, technical difficulty, workforce problems equipment failure, or other disruption of business.
- (b) Contractor shall maintain a disaster recovery plan. Contractor is responsible for all project related costs of disaster recovery during the project except for costs associated with disasters beyond Contractor’s reasonable control, and for those costs included as part of the TxDOT infrastructure responsibilities.

2.4 Open Records Requests

Contractor shall not release Information in response to an open record request related to this agreement request unless TxDOT has approved the release in writing.

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2.5 Encryption

For Sensitive, Confidential, and Regulated TxDOT Data, the Contractor shall ensure TxDOT Data is encrypted while in-transit and while at-rest in accordance with the TxDOT Controls Catalog Standard SC- 13, Cryptographic Protection and SC-08, Transmission Confidentiality and Integrity security requirements.

2.6 Accessibility

Contractor shall ensure all products provided under this agreement comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 Texas Administrative Code (TAC) Chapters 206 and 213.

3. INFORMATION RESOURCE AND SECURITY REQUIREMENTS

3.1 Information Security Safeguards

- (a) Contractor shall implement appropriate administrative, physical, and technical safeguards, in accordance with TxDOT's security requirements, that reasonably and appropriately protects the confidentiality, integrity, and availability of TxDOT Data.
- (b) Contractor shall conform its policies and procedures relating to the implementation of security safeguards to comply with TxDOT's Information Resources security program pursuant to the TxDOT and DIR's Information Security Controls Catalog Standards.

3.2 Potential Cybersecurity Incident or Breach Notification

Contractor shall immediately report to TxDOT via the Report Cybersecurity Incident Page on TxDOT.gov, any potential cybersecurity incident or breach involving TxDOT Data (See Section 4, Definitions).

3.3 Demonstrating Compliance with Information Security Requirements

If required by TxDOT, prior to contract award, at renewal, and on a recurring basis, Contractor shall provide a TxDOT Security Questionnaire as documented in the contract. Additionally, upon reasonable notice to the Contractor, and if TxDOT determines that the Contractor has violated this agreement, TxDOT, directly or through its agent, may request an attestation, which may include additional attestations, and evidence that Contractor is in compliance with applicable laws, regulations, and standards outlined in 3.5.

3.4 Security Training

In accordance with Section 2054.5192 of the Texas Government Code, each Contractor-Related Entity that will access a TxDOT computer system or database must complete a TxDOT approved cybersecurity training program that is certified under Section 2054.5192 of the Texas Government Code. The training program must be completed during the term of the contract and during any renewal period. The Contractor shall provide verification of completion of the cybersecurity training program in a method designated by TxDOT.

3.5 Applicable Laws, Regulations, and Standards

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Contractor shall perform the services in accordance with the following standards, notify TxDOT of situations where compliance is not achievable, and assist TxDOT with the prevention of security gaps or conflicts that could impair security performance. Contractor shall comply with all applicable federal, state, and local laws and regulations necessary to perform the services. A non-exhaustive list of federal, state, and local laws and regulations that might be applicable includes the following.

- (1) DIR Security Controls Standard Catalog and applicable TxDOT Security Requirements
 - (A) For Public Data, TxDOT and DIR Security Controls Standards Catalog low baseline and applicable TxDOT security requirements.
 - (B) For Sensitive Data TxDOT and DIR Security Controls Standards Catalog low baseline with Sensitive overlay and applicable TxDOT security requirements.
 - (C) For Confidential Data, TxDOT and DIR Security Controls Standards Catalog moderate baseline and applicable TxDOT security requirements.
 - (D) For Regulated Data, TxDOT and DIR Security Controls Standards Catalog moderate baseline, applicable TxDOT security requirements, and applicable regulated security requirements.
- (2) TX-RAMP Requirements
 - (A) Contractor shall ensure that any Contractor-Related Entities providing a Cloud Computing Service to TxDOT that creates, accesses, transmits, uses, or stores TxDOT Data must be authorized in the Texas Risk and Authorization Management Program (“TX-RAMP”) if TxDOT determines TX-RAMP is required.
 - (B) TxDOT may approve the use of a TX-RAMP provisional status in lieu of a TX-RAMP certification. This approval is not effective unless approved in writing by the TxDOT Chief Information Security Officer (“CISO”) and DIR.
 - (C) Applicable Contractor-Related Entities must achieve the following levels of authorization by the following dates for any new contract or renewal of existing contract:
 - a. TX-RAMP Level 1 Status no later than January 1, 2024
 - b. TX-RAMP Level 2 Status no later than January 1, 2022
- (3) State Laws and Regulations:
 - (A) Texas Administrative Code, Chapter 202 – Information Security Standards
 - (B) Texas Administrative Code, Chapter 206 – State Websites
 - (C) Texas Administrative Code, Chapter 213 – Electronic and Information Resources
 - (D) Texas Government Code, Chapter 552 – Public Information
 - (E) Texas Government Code, Chapter 2054 – Information Resources
 - (F) Texas Penal Code, Chapter 33 – Computer Crimes
 - (G) For Confidential data, Texas Business and Commerce Code, Chapter 521 – Unauthorized Use of Identifying Information

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- (H) For Confidential data containing Protected Health Information, Texas Health and Safety Code, Chapter 181 – Medical Records Privacy
- (I) For Regulated data containing Payment Card Industry (“PCI”) information, the Payment Card Industry Data Security Standards (“PCI-DSS”)
- (J) For Regulated data containing Criminal Justice Information (“CJI”), the Criminal Justice Information Services (“CJIS”) Security Policy

3.6 Information Resources Technology

- (a) Any proposed information resources technology that will be installed on any TxDOT owned equipment or that will access any TxDOT network must be reviewed and approved by the ITD Architectural Review Board (“ARB”) prior to any development or design.
- (b) Any proposed information resources technology that will be installed on any TxDOT owned equipment or that will access any TxDOT network must be reviewed and approved by the ITD Change Advisory Board (“CAB”) prior to implementation or delivery.

3.7 Information Resources Technology (“IRT”)

Procurements ITD must approve all procurements of:

- (1) Information Resources Technology that will be owned by TxDOT.
- (2) IT services for any environment that provides processing, storage, networking, management and the distribution of data to ensure alignment with Texas Government Code, Chapter 2054, Subchapter L.

3.8 Prohibited Technologies

In accordance with the Texas Statewide Plan for Prohibited Technologies, Contractor shall not provide services, equipment, or systems to TxDOT determined to be a Prohibited Technology by TxDOT. A list of the entities currently determined to be Prohibited Technologies is available at: <https://ftp.txdot.gov/pub/txdot/itd/cybersecurity/prohibited-technologies-list-cybersecurity.pdf>

3.9 Background Checks Required for Access to TxDOT Data and TxDOT Systems

- (a) The contractor shall ensure that a Background Check is performed on each Contractor-Related Entity prior to that person receiving access to any TxDOT system.
- (b) Contractor shall ensure that a Background Check is performed on each Contractor-Related Entity prior to that person receiving access in a Contractor-Related Entity Environment to TxDOT Data that requires a Moderate or High Security Baseline
- (c) A “**Background Check**” must include the following:
 - (1) Verification of Social Security number;
 - (2) All true alias names and counties
 - (3) Federal and county level checks for felony and misdemeanor arrest and convictions

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for the past seven years, including sentences of deferred adjudication – all names;

- (4) Search of national criminal database – all names;
 - (5) Search of state and national sex offender registry – all names; and
 - (6) Search of the government sanction registry listings.
- (d) Contractor shall not allow any Contractor-Related Entity for which Contractor received any unfavorable result when conducting a Background Check to access TxDOT Data or any TxDOT System.
 - (e) TxDOT may make exceptions to 3.9(d) on a case-by-case basis. Any exception granted by TxDOT must be in writing to be effective.
 - (f) Upon request by TxDOT, Contractor shall provide documentation that demonstrates to TxDOT's satisfaction that Background Checks have been conducted as required and that no Contractor- Related Entity with one or more unfavorable results has received access to TxDOT Data or any TxDOT System.
 - (g) Contractor shall immediately notify TxDOT if it learns of any change in status that might cause a Contractor-Related Entity to receive an unfavorable result from a Background Check.
 - (h) If Contractor fails to meet the requirements of 3,9, TxDOT may terminate this contract immediately with no further liability to the Contractor.

3.10 Interconnection of TxDOT and Contractor-Related Entity Environment

If a Contractor-Related Entity has or will have one or more interconnections between an Information System in that Contractor-Related Entity's Environment and a TxDOT System or Systems, the Contractor shall execute or cause to be executed an Interconnection Security Agreement (“ISA”) for each interconnection. An executed ISA must be provided to TxDOT for each new interconnection prior to connection.

3.11 Upon request by TxDOT, the Contractor shall provide any additional information or documentation that TxDOT determines is necessary to confirm a Contractor-Related Entity's compliance with this section. If Contractor fails to provide requested information as required, TxDOT may terminate this contract immediately with no further liability to the Contractor.

3.12 If completion of any of the requirements in this section requires obtaining information and/or action from a Contractor-Related Entity or other non-party entity, Contractor shall obtain the required information or action from that entity. For example, if the Contractor is a reseller of a Contractor- Related Entity's product or service, the Contractor is responsible for completing the TxDOT Security Questionnaire and the Contractor must obtain all the information or actions from the Contractor- Related Entity necessary for the Contractor to complete the questionnaire.

3.13 SOC 1 Type 2 and SOC 2 Type 2 Requirements

If a Contractor-Related Entity is determined to be providing a function that is a key internal financial control or has a material financial impact on the TxDOT financial statements, then the following are applicable:

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- (a) Provide an Annual Report – Contract-Related entity must provide TxDOT the audit SSAE 18 Results within 15 days of Contract-Related receipt of final report from independent auditor. Licensor will engage a third party (the “Service Provider”) to conduct an examination in accordance with Statement on Standards for Attestation Engagements No. 18, as established by the American Institute of Certified Public Accountants (AICPA), and commonly referred to as a Service Organization Controls (SOC) 1, relevant to controls related to the solution, and prepare a SOC 1 Type 2 report with respect thereto (the “SOC 1 Report”).
- (b) In addition, Licensor will engage a Service Provider to conduct an examination in accordance with AT Section 101 of the Statement on Standards for Attestation Engagements to report on controls at a Service Organization relevant to security and availability, established by the AICPA (“AICPA Standards”) and, subject to AICPA Standards, prepare a Type 2 service organization controls report with respect thereto (the “SOC 2 Report”). Once the SOC 1 Report and SOC 2 Report are each available, upon written request from Licensee, Licensor must make available Licensor personnel to discuss with TxDOT the reports. Other report types will not be considered to meet these requirements.

4. DEFINED TERMS

- 4.1 **“baseline”** means the set of minimum-security controls defined for a low-impact, moderate-impact, or high-impact information system. Information on applicable baselines is available at <https://www.txdot.gov/inside-txdot/division/information-technology/Cybersecurity/cybersecurity-resources.html>.
- 4.2 **“Breach”** means “breach of system security” as defined in Section 521.053(a) of the Texas Business and Commerce Code, which defines breach of system security as “the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information maintained by a person, including data that is encrypted if the person accessing the data has the key required to decrypt the data.”
- 4.3 **“Cloud Computing Service”** means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. Cloud computing is referenced in Texas Government Code Title 10, Subtitle D, Chapter 2157, Subchapter A, Section 2157.007 and is defined in NIST 800-145.
- 4.4 **“Confidential Information”** has the meaning provided in 1 Texas Administrative Code § 202.1(5), which states the confidential information means “information that must be protected from unauthorized disclosure or public release based on published laws or legal agreements.” Information that is Confidential Information under this definition includes:
 - (a) Dates of birth of living persons
 - (b) Driver’s license numbers
 - (c) License plate numbers
 - (d) Credit card numbers

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- (e) Insurance policy numbers
- (f) Attorney-Client communications
- (g) Drafts of policymaking documents
- (h) Information related to pending litigation
- (i) Audit working papers
- (j) Competitive bidding information before contract awarded
- (k) Personal Identifiable Information
- (l) Sensitive Personal Information
- (m) Regulated data
- (n) Information excepted from disclosure requirements of Chapter 552 of the Texas Government Code (“**Texas Public Information Act**”) or other applicable state or federal law
- (o) Compliance reports for which the Texas Attorney General has granted permission to withhold
- (p) Investigative working papers and draft reports excepted from disclosure under Section 552.116 of the Texas Government Code

- 4.5 **“Contractor-Related Entity”** means Contractor; subcontractors; their employees, agents and officers; and all other persons for whom Contractor might be legally or contractually responsible.
- 4.6 **“Contractor-Related Entity Environment”** means an Environment for which TxDOT does not manage or control the system environment, servers, operating systems, or storage with the exception of user-specific configuration settings.
- 4.7 **“Data”** means the representation of facts; as the raw material of information that is used as a basis for reasoning, decision-making, discussion, or calculation.
- 4.8 **“Data Dictionary”** means a directory of the definitions, purpose, policies and structure about data. It is a compilation of information about the data owned by the enterprise. It describes every data item in a database in enough detail for users and application developers to know what the data is and how to make use of it.
- 4.9 **“Environment”** means an aggregate of procedures, conditions, and objects affecting the development, operation, and maintenance of an information system.
- 4.10 **“Information”** means data, regardless of form, that is created, contained in, or processed by information resources facilities, communications networks, or storage media.
- 4.11 **“Information Resources Technology”** means data processing and telecommunications hardware, software, services, supplies personnel, facility resources, maintenance and training that are employed, designed, built, operated, and maintained to collect, record, process, store, retrieve, display, and transmit information.

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- 4.12 **“Information System”** means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information. An Information System normally includes, but is not limited to, hardware, software, network infrastructure, information, applications, communications, and people.
- 4.13 **“Personal Identifying Information”** means information that alone or in conjunction with other information identifies an individual, including an individual’s:
- (a) Name, social security number, date of birth, or government-issued identification number;
 - (b) Mother’s maiden name;
 - (c) Unique biometric data, including the individual’s fingerprint, voice print, and retina or iris image; and
 - (d) Unique electronic identification number, address, or routing code.
- 4.14 **“Potential Cybersecurity Incident”** means an event which may result in the accidental or deliberate unauthorized access, loss, disclosure, modification, disruption, or destruction of information or information resources.
- 4.15 **“Public Data”** means Data that is subject to public disclosure pursuant to the Texas Public Information Act and freely and without reservation made available to the public.
- 4.16 **“Public information”** means information written, produced, collected, assembled, or maintained by or for a governmental body, including information held by individual officers or employees of a governmental body, in connection with the transaction of official TxDOT business. This includes information that is held by contractors and consultants and that TxDOT owns, to which TxDOT has a right of access, or on which public money was spent for the purpose of writing, producing, collecting, assembling, or maintaining the information. Public information includes any electronic communication created, transmitted, received, or maintained on any device if the communication is in connection with the transaction of official business. Public information may be stored in any medium and may exist in forms such as books, papers, letters, documents, e-mails, Internet postings, text messages, instant messages, printouts, photographs, maps, drawings, and audio and video recordings. Public information does not include tangible items, such as computers or guardrails.
- 4.17 **“Regulated Data”** means information for which the use and protection of is dictated by a state or federal agency or by third party agreements.
- 4.18 **“Sensitive Data”** means information that could be subject to release under an open records request, but should be controlled to protect third parties, and should be vetted and verified before release. At TxDOT, this could include operational information, personnel records, research, or internal communications.
- 4.19 **“Sensitive Personal Information”** has the meaning provided by Section 521.002(2) of the Texas Government Code, which defines sensitive personal information as:
- (a) An individual’s first name or first initial and last name in combination with any one or more of the following items, if the name and item are not encrypted:

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- (1) Social Security Number
 - (2) Driver’s license number or government-issued identification number; or
 - (3) Account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual’s financial account; or
- (b) Information that identifies an individual and relates to:
- (1) The physical or mental health or condition of the individual;
 - (2) The provision of health care to the individual; or
 - (3) Payment for the provision of health care to the individual.
- 4.20 **“TxDOT Security Questionnaire”** means a cybersecurity and privacy questionnaire that provides TxDOT ITD necessary information for third party attestation in accordance with TxDOT requirements.
- 4.21 **“TxDOT System”** means an Information System that is owned, managed, or maintained by TxDOT or on behalf of TxDOT.

DRAFT

AGENDA ITEM #14

**City of Kingsville
Engineering Dept.**

TO: Mayor and City Commissioners

CC: Charlie Sosa, Interim City Manager

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

DATE: January 13, 2025

SUBJECT: Consider Approving Change Order No. 1 for Bid 24-04 to PM Construction and Rehab LLC for the General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Contract No. 22-082-016-D218 Project 5 E. Lott Ave. Sanitary Sewer Improvements Project

Propose:

Consider approving Change Order No. 1 (CO-1) for the General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Contract No. 22-082-016-D218. CO-1 will decrease the contract price by \$39,468.00 and increase the contract time by 136 calendar days to meet grant closeout requirements.

Summary:

GLO Change Order No. 1 – Contract Price

Item	Description	Unit	Quantity	Unit Cost	Total
A3	SWPPP	LF	-144	\$7.00	(\$1,008.00)
C1	Remove Existing Storm Water Manhole	EA	-1	\$11,000.00	(\$11,000.00)
C3	Remove Existing Storm Water HDPE	LF	-20	\$4,440.00	(\$4,440.00)
C4	48" Diam. Storm Water Manhole	EA	-1	\$17,000.00	(17,000.00)
C6	24" Diam Storm Water HDPE	LF	-20	\$266.00	(\$5,320.00)

GLO Change Order No. 1 Total **(\$39,468.00)**



**City of Kingsville
Engineering Dept.**

GLO Change Order No. 1 – Contract Time

Description	Calendar Days
Contract Time	136

Final Contract Price and Time \$370,466.00 and 256 Calendar Days

Background:

Bid 24-02, Project 5 Sealed bids were received on November 11, 2023. This project was advertised in the local newspaper, Historically Underutilized Business (HUB), Minority- and Women-Owned Business Enterprises (MWBE) and on the City's website. No bid was received, and the project was readvertised for a later date.

Bid 24-04, Project 5 readvertisement for sealed bids were received on February 20, 2024, from 3 bidders. Bidder one (1) is Insituform Technologies LLC, from Chesterfield, Missouri. Bidder two (2) is Texas Pride Utilities LLC, from Houston, Texas. Bidder three (3) is PM Construction & Rehab. LLC, from Pasadena, Texas. Base Bid ranged from \$187,684.00 to \$328,562.00, Alternate Bid No. 1 ranged from \$100,388.00 to \$141,196.00, Alternate Bid No. 2 ranged from \$60,648.00 to \$81,054.00 and Total Bid Amounts ranged from \$409,934.00 to 489,598.00. The lowest bidder was PM Construction & Rehab LLC for \$409,934.00.

Financial Impact:

No financial impact as this is a deductive change order.

Recommendation:

Staff recommendations approving Change Order No.1 for CDBG-MIT GLO Contract No. 22-082-016-D218 – Project 5 – E. Lott Ave. Sanitary Sewer Improvements Project for a final price of 370,466.00 and contract time of 256 calendar days.

Attachments:

GLO Change Order 1



RESOLUTION #2025-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER #1 TO THE CONSTRUCTION CONTRACT WITH PM CONSTRUCTION & REHAB LLC FOR THE GLO CDBG-MIT CONTRACT 22-082-016-D218 PROJECT 5: E. LOTT AVE. 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 5: E. Lott Ave. Sanitary Sewer Improvements and went out for bids via BID #24-02 which was advertised in 2023 but no bids were received, so the project was readvertised;

WHEREAS, the three bids were received on February 20, 2024 responsive to BID #24-02 and after reviewing the bid submittals staff and the outside engineer (ICE) recommended the bid be awarded to the low bidder, which was PM Construction & Rehab, LLC, from Pasadena, Texas (vendor);

WHEREAS, the City awarded BID#24-02 to Vendor at a Commission meeting on March 11, 2024 for a total amount of \$409,934;

WHEREAS, the City and Vendor worked to prepare a construction contract that was approved by City Commission on March 25, 2024 via Resolution #2024-34 for GLO CDBG-MIT Contract No. 22-082-016-D218 Project 5: E. Lott Ave. Sanitary Sewer Improvements for the base bid (\$187,684.00) and for alternates no. 1 (\$100,388.00) & 2 (\$60,648.00), which together total an amount of \$409,934 with a contract time of 120 calendar day;

WHEREAS, the contract price needs to be decreased by \$39,468.00 and the contract time needs to be increased by 136 calendar days to meet grant closeout requirements;

WHEREAS, staff is recommending the City Commission approve Change Order #1 for the construction contract with vendor as presented for a new total amount of \$370,466.00 and 256 calendar days;

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

I.

THAT the City Commission approves and the Mayor is authorized and directed as an act of the City of Kingsville, Texas to authorize the Interim City Manager to execute Change Order #1 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 5: E. Lott Ave. 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 _____ 13th day of January _____, 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

Contract Price with All Approved Change Orders:	370,466.00	Contract Time with All Approved Change Orders in Days:	256
Cumulative Percent Change in Contract Price (+/-)	-9.63%	Subrecipient Contract End Date:	1/31/2025
Construction Contract Start Date:	4/8/2024	Construction Contract End Date:	12/20/2024

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	Engineer Signature	Contractor Signature
Subrecipient Name and Title (Printed)	Juan Carlos Cardenas, PE, Senior Engineer	Contractor Name and Title (Printed)
Subrecipient Signature	Engineer Signature	Contractor Signature

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)? Yes No
7. Is the CCN permit still valid? (sewer projects only) Yes No
8. Are the disability access requirements/approval still valid (if applicable)? Yes No
9. Are other Disaster Recovery contractual special condition clearances still valid? Yes 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 #15

**City of Kingsville
Engineering Dept.**

TO: Mayor and City Commissioners
CC: Charlie Sosa, Interim City Manager
FROM: Rutilio P. Mora Jr, P.E., City Engineer
DATE: January 13, 2025
SUBJECT: Consider Introduction of an Ordinance Amending the Fiscal Year 2024-2025 Budget to Appropriate Additional Funding for City Wide Miscellaneous Concrete and Drainage Improvements – Phase 3

Summary:

The Budget Amendment proposes an allocation of \$270,000 from Fund 055 - Stormwater Drainage Capital Projects for City-Wide Miscellaneous Concrete and Drainage Improvements – Phase 3. These improvements are intended to address critical drainage issues and enhance infrastructure resilience across the city.

Financial Impact:

The amendment appropriates \$270,000 from Fund 055 - Stormwater Drainage Capital Projects' unallocated balance to support this initiative.

Recommendation:

Staff recommends approval of the Budget Amendment to fund the necessary Citywide Concrete and Drainage Improvements - Phase 3.

Attachments:

Ordinance No. 2025-_____



ORDINANCE NO. 2025-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2024-2025 BUDGET TO APPROPRIATE ADDITIONAL FUNDING FOR CITY WIDE MISCELLANEOUS CONCRETE AND DRAINAGE IMPROVEMENTS – PHASE 3.

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

I.

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

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#22

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 055 – Stormwater Drainage Capital Projects					
<u>Expenditures</u>					
8600	Drainage	Drainage	71600	\$270,000.00	

[To amend the City of Kingsville FY 24-25 budget to appropriate additional funding for City Wide Miscellaneous Concrete and Drainage Improvements – Phase 3. Funding for this request will come from the unappropriated fund balance of Fund 055.]

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 13th day of January 2025.

PASSED AND APPROVED on this the 27th day of January 2025.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #16

**City of Kingsville
Engineering Dept.**

TO: Mayor and City Commissioners

CC: Charlie Sosa, Interim City Manager

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

DATE: January 13, 2025

SUBJECT: Consider Awarding Professional Services Agreement with International Consulting Engineers (ICE) Low Water Crossing Repairs and Improvements

Summary:

We seek approval to authorize a Professional Services Agreement with International Consulting Engineers (ICE), selected through RFQ 25-01 on October 25, 2024, to provide engineering services for repairs, improvements, or replacements at the low water crossings at Tranquitas Creek and W. D Avenue.

The agreement will also include the investigation of 10 additional low-water crossings maintained by the city to identify potential funding sources for necessary improvements. The scope of the contract includes:

- Project Coordination/Technical Approach
- Engineering Analysis and Design
- Bidding Phase Services
- Construction Phase Services

Additionally, the contract will facilitate a more efficient approach to addressing maintenance and improvement needs at the city's crossings by reviewing necessary upgrades and identifying opportunities for funding.

Background:

RFQ #25-01 for Professional Engineering Services was advertised in the local newspaper and on the City's website on October 3 and October 10, 2024. Two Statements of Qualifications (SOQs) were received before the submission deadline on October 29, 2024, at 2:00 p.m.:

1. Collier Engineering & Design, Corpus Christi, Texas
2. International Consulting Engineers (ICE), Corpus Christi, Texas



**City of Kingsville
Engineering Dept.**

An evaluation committee consisting of the City Manager, Capital Improvements Manager, Public Works Director, and City Engineer reviewed the submissions and recommended International Consulting Engineers (ICE) as the top choice. The focus of the contract will be to address repairs at W. D Avenue and Tranquitas Creek and to conduct investigations of other city-owned low-water crossings for future improvements.

The City of Kingsville maintains 11 low water crossings, while TxDOT oversees 2, and the county manages 1. City-owned crossings include:

- W I Ave at Tranquitas Creek
- N 10th St at Tranquitas Creek
- N 9th St at Tranquitas Creek
- N 12th St at Tranquitas Creek
- E Santa Gertrudis at Tranquitas Creek
- N 5th St at Tranquitas Creek
- N 1st St at Tranquitas Creek
- N 17th St at Tranquitas Creek
- S 14th St at Santa Gertrudis Creek
- W D Ave at Tranquitas Creek
- E Trant Rd at Santa Gertrudis Creek

Financial Impact:

Professional Services will be paid from Fund 055 Utility Storm Water Drainage Fund.

Recommendation:

Staff Recommend:

1. Approving the Professional Services Contract between the City and International Consulting Engineers (ICE) in the amount of \$242,094.00.
2. Authorizing the City Manager to sign the contract.

Attachments:

Professional Services Contract



RESOLUTION #2025-_____

A RESOLUTION OF THE CITY OF KINGSVILLE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL (ENGINEERING) SERVICES AGREEMENT WITH INTERNATIONAL CONSULTING ENGINEERS FOR LOW WATER CROSSING REPAIRS AND IMPROVEMENTS; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville ("City") desires to have engineering services for repairs, improvements, or replacements at the low water crossings at Tranquitas Creek and W. Ave. D, and to have investigation of 10 additional low water crossings maintained by the City to identify potential funding sources for necessary improvements; and

WHEREAS, in order to identify qualified and responsive providers for the engineering services needed to address the issues identified, a Request for Qualifications (RFQ) process for engineering services was completed in accordance with state law; and

WHEREAS, the City advertised RFQ #25-01 in the local newspaper on October 3 and 10, 2024 on the City's website and two Statements of Qualification (SOQ) in response to the RFQ were submitted by the October 29, 2024 deadline; and

WHEREAS, the proposals received for RFQ #25-01 by the due date were reviewed to determine the most qualified and responsive providers for each professional service giving consideration to ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance, and financial and technical resources;

WHEREAS, the City Selection Review Committee (City Manager McLaughlin, Capital Improvements Manager, Public Works Director, and City Engineer) each reviewed the SOQs and recommended the RFQ be awarded to International Consulting Engineers (ICE);

WHEREAS, the City Commission officially selected International Consulting Engineers (ICE) as the engineering firm for the 6th Street Tranquitas Creek Bridge Inspection and Repairs, and staff has negotiated a contract for a fair and reasonable price under the Professional Services Procurement Act with the firm and now brings the contract back before City Commission for approval.

NOW THEREFORE, 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 execute a Professional Services Agreement with International Consulting Engineers (ICE) for low water crossing repairs and improvements in accordance with Exhibit A hereto attached and made a part thereof.

II.

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

III.

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

PASSED AND APPROVED by a majority vote of the City Commission on the
_____ 13th day of _____ January _____, 2025.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

PROFESSIONAL SERVICES CONTRACT

STATE OF TEXAS §

COUNTY OF KLEBERG §

THIS CONTRACT FOR PROFESSIONAL SERVICES is made by and between the CITY OF KINGSVILLE; hereinafter called "CITY" and JIMENEZ ENGINEERING SOLUTIONS, LLC DBA INTERNATIONAL CONSULTING ENGINEERS, hereinafter called "ICE" for the purpose of project management, construction management, professional engineering and other professional services as requested by the CITY.

WITNESSETH

WHEREAS, Local Government Code, Sec. 2254.003, provides for the procurement of professional engineering, design, planning, and construction management services; and

WHEREAS, the CITY desires to contract for professional services described as follows: Professional Engineering Services for Low Water Crossing Repair and Evaluation

NOW THEREFORE, the CITY and ICE, in consideration of the mutual covenants and agreements herein contained, do hereby mutually agree as follows:

AGREEMENT

**ARTICLE -1
SCOPE OF SERVICES TO BE PROVIDED**

ICE shall perform those professional services for the fulfillment of the contract as identified in Attachment A- Services to be provided by ICE, attached hereto and made a part thereof this contract.

**ARTICLE -2
CONTRACT PERIOD**

After execution of this contract, ICE shall proceed with the work within seven (7) calendar days. This contract shall terminate at the close of business on December 31, 2025, unless extended by supplemental agreement prior to the date of termination, as provided in Article -8 Supplemental Agreements, or otherwise terminated, as provided in Article -15 Termination. Any work performed or cost incurred after the date of termination shall be ineligible for reimbursement.

**ARTICLE -3
COMPENSATION AND METHOD OF PAYMENT**

The maximum amount payable under this contract is \$242,094.00, unless modified as provided in Article -9 Supplemental Agreements.

All payments will be made in accordance with hourly rates for each job title established in Attachment –B ICE Rates. Compensation for Professional Engineering Services shall be based on personnel time, in an amount not to exceed the maximum amount payable under this contract.

ICE shall prepare and submit to the City, no more frequently than once per month, an invoice and a progress report stating the percent completion of the work accomplished during the billing period.

Payments will be made on a monthly basis.

ARTICLE –4 PROGRESS

ICE shall, from time to time during the progress of the work, confer with the CITY. ICE shall prepare and present such information as may be pertinent and necessary, or as may be requested by the CITY, in order to evaluate features of the work.

At the request of the CITY or ICE, conferences shall be held at ICE’s office, the CITY office, or at other locations designated by the CITY. These conferences shall also include an evaluation of ICE’s services and work when requested by the CITY.

Should the CITY determine that the progress in production of the work does not satisfy the work schedule, the CITY will review the work schedule with ICE to determine corrective action needed.

ICE shall promptly advise the CITY of events which have a significant impact upon the progress of work, including:

- 1) Problems, delays, or adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods; this disclosure will be accompanied by a statement of the action taken, or contemplated, and any CITY assistance needed to resolve the situation; and
- 2) Favorable developments or events which would enable meeting the work schedule goals sooner than anticipated.

ARTICLE –5 SUSPENSION

The CITY may suspend the work, but not terminate the contract, by giving written notice a minimum of five (5) calendar days prior to the date of suspension. The five (5) day notice may be waived if approved in writing by both parties.

The work will be reinstated and resumed in full force and effect within ten (10) calendar days of receipt of written notice from the CITY to resume the work. The ten (10) day notice may be waived if approved in writing by both parties.

If the CITY suspends the work, the contract period, as determined in Article –2 Contract Period, is not affected and the contract will terminate on the date specified unless the contract is amended as provided in Article –8 Supplemental Agreements.

**ARTICLE –6
ADDITIONAL WORK**

If ICE determines that any work it has been directed to perform is beyond the scope of this agreement or task order and constitutes extra work, it shall promptly notify the CITY in writing. In the event the CITY determines that such work constitutes extra work and exceeds the maximum amount payable, the CITY shall so advise ICE and a supplemental agreement may be executed, as provided in Article –8 Supplemental Agreements.

ICE shall not perform any additional work or incur additional costs prior to the execution, by both parties, of a supplemental agreement. The CITY shall not be responsible for actions by ICE or any costs incurred by ICE relating to additional work not directly associated with the performance of the work authorized in this contract or as amended.

**ARTICLE –7
CHANGES IN WORK**

If the CITY finds it necessary to request changes to previously satisfactorily completed work or parts thereof which involve changes to the original scope of services or character of work under the contract, ICE shall make such revisions if requested and as directed by the CITY. This will be considered additional work and aid for as specified under Article –6 Additional Work.

ICE shall make such revisions to the work to correct errors appearing therein, when required to do so by the CITY. No additional compensation will be paid for the correction of errors.

**ARTICLE –8
SUPPLEMENTAL AGREEMENTS**

The terms of this contract may be modified by supplemental agreement if the CITY determines that there has been a significant change in the scope, complexity, or character of the service to be performed, or the duration of the work. Additional compensation, if appropriate, shall be identified as provided in Article – 3 Compensation and Method of Payment.

Any supplemental agreement must be executed by both parties within the contract period specified in Article –2 Contract Period.

No claim for extra work done or materials furnished shall be made by ICE until full execution of the supplemental agreement and authorization to proceed is issued by the CITY. The CITY reserves the right to withhold payment pending verification of satisfactory work performed.

**ARTICLE –9
PUBLIC INFORMATION ACT**

All data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this contract are the exclusive property of the CITY and shall be furnished to the CITY upon request. ICE, at its own expense, may retain copies of such documents or any other data which it has furnished the CITY under this contract. Release of information will be in accordance with the Texas Public Information Act.

**ARTICLE -10
PERSONNEL, EQUIPMENT AND MATERIAL**

ICE shall furnish and maintain, at his own expense, office space for the performance of all services, and adequate equipment to perform the services as required.

**ARTICLE -11
SUBCONTRACTING**

ICE shall not assign, subcontract or transfer any portion of the work under this contract. **All work under this contract shall be performed by ICE.** In the event specialized personnel or subject matter experts are required and subcontracting is deemed necessary. ICE will obtain approval from CITY prior to engaging any subcontractor.

**ARTICLE -12
EVALUATION OF WORK**

The CITY and its authorized representatives shall have the right at all reasonable times to review or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If a review or evaluation is being made on the premises of ICE, ICE shall provide all reasonable facilities and assistance for the safety and convenience of the CITY representatives in the performance of their duties. If funds by other agencies or entities are to be used for payment of the services under this contract, ICE's services and work may be subject to periodic review and approval by other agencies or entities, including CITY, county, state, and/or federal agencies.

**ARTICLE -13
COMPUTER DOCUMENTS AND INFORMATION EXCHANGE**

All computer files must be compatible with the CITY's computer systems without conversion or modifications and must plot consistent with any reproducible plots submitted.

All plots and graphic media provided by ICE shall be delivered to the CITY.

**ARTICLE -14
VIOLATION OF CONTRACT TERMS / BREACH OF CONTRACT**

Violation of the contract terms or breach of contract by ICE shall be grounds for termination of the contract and any increased cost arising from ICE's default, breach of contract, or violation of contract terms shall be paid by ICE. This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

**ARTICLE -15
TERMINATION**

This contract may be terminated before the stated termination date by any of the following conditions:

- 1) By mutual agreement and consent, in writing, of both parties;
- 2) By the CITY, by notice in writing to ICE as a consequence of failure by ICE to perform the services set forth herein in a satisfactory manner;
- 3) By either party, upon the failure of the other party to fulfill its obligations as set forth herein;
- 4) By the CITY, for reasons of its own and not subject to the mutual consent of ICE upon not less than thirty (30) calendar days written notice to ICE; and
- 5) By written notice from the CITY upon satisfactory completion of all services and obligations described herein.

Should the CITY terminate this contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to ICE. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the CITY terminate this contract under Item 4 of the above paragraph, the amount charged during the thirty (30) calendar day notice period shall not exceed the amount charged during the preceding thirty (30) calendar days.

If ICE defaults in the performance of this contract or if the CITY terminates this contract for fault on the part of ICE, the CITY will give consideration to the actual costs incurred by ICE in performing the work to the date of default, the amount of work which was satisfactorily completed to the date of default, the value of the work which is usable to the CITY, the cost to the CITY of employing another to complete the work required and the time required to do so, and other factors which affect the value to the CITY of the work performed at the time of default.

The termination of this contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the CITY and ICE under this contract except the obligations set forth in Articles 10, 13, 18, 19, and 20 of this contract. If the termination of this contract is due to the failure of ICE to fulfill its contract obligations, the CITY may take over the project and prosecute the work to completion. In such case, ICE shall be liable to the CITY for any additional cost occasioned to the CITY.

**ARTICLE -16
COMPLIANCE WITH LAWS**

ICE shall comply with all applicable Federal, State, and local laws, statutes codes, ordinances, rules, and regulations, and the orders and decrees of any court, or administrative bodies or tribunals, in any manner affecting the performance of this contract, including, without limitation, worker's compensation laws, minimum salary and wage statues and regulations, and licensing laws and regulations. When required, ICE shall furnish the CITY with satisfactory proof of its compliance.

**ARTICLE -17
INDEMNIFICATION**

ICE SHALL SAVE HARMLESS THE CITY AND ITS OFFICERS AND EMPLOYEES FROM ALL CLAIMS AND LIABILITY DUE TO ACTIVITIES OF ITSELF, ITS AGENTS, OR

EMPLOYEES PERFORMED UNDER THIS CONTRACT AND WHICH ARE CAUSED BY OR RESULT FROM ERROR, OMISSION, OR NEGLIGENT ACT OF ICE OR OF ANY PERSON EMPLOYED BY ICE. ICE SHALL ALSO SAVE HARMLESS THE CITY FROM ANY AND ALL EXPENSE, INCLUDING, BUT NOT LIMITED TO, ATTORNEY FEES WHICH MAY BE INCURRED BY THE CITY IN LITIGATION OR OTHERWISE RESISTING SAID CLAIM OR LIABILITIES WHICH MAY BE IMPOSED ON THE CITY AS A RESULT OF SUCH ERROR, OMISSION, OR NEGLIGENT ACTIVITY BY ICE, ITS AGENTS, OR EMPLOYEES.

**ARTICLE -18
ICE'S RESPONSIBILITY**

ICE shall be responsible for the accuracy of its work and shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without compensation.

**ARTICLE -19
SUCCESSORS AND ASSIGNS**

ICE and the CITY do hereby bind themselves, their successors, executors, administrators, and assigns to each other party of this agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ICE shall not assign, subcontract, or transfer its interest in this contract.

**ARTICLE -20
SEVERABILITY**

In the event any one or more of the provisions contained in this contract, for any reason, shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and; this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**ARTICLE -21
PRIOR CONTRACT SUPERSEDED**

This contract constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein.

**ARTICLE -22
ARBITRATION / MEDIATION**

Mediation/Arbitration. If any dispute, controversy, or claim ("Dispute") arises out of or relating to this Agreement, or the breach thereof, whether asserted as in contract, tort or otherwise, or as a federal or state statutory claim, arising before, during or after the performance of this Agreement, the parties agree to resolve the Dispute through the mediation and arbitration procedures described below in lieu of litigation.

- (a) Mediation. The parties agree to use the following mediation procedures prior to any party pursuing arbitration:

- (i) A meeting shall be held promptly between the parties, attended by individuals with decision making authority regarding the Dispute, to attempt in good faith to negotiate a resolution of the Dispute.
 - (ii) If, within ten days after such meeting, the parties have not succeeded in negotiating a resolution of the Dispute, the parties shall agree to appoint one person from Kleberg County, Texas, as a mediator. Said mediator shall be an attorney licensed to practice law in the State of Texas and shall further be qualified to act as a mediator pursuant to the Alternate Dispute Resolution (ADR) statutes of the State of Texas. In the event the parties cannot agree upon a mediator, the Presiding Judge of Kleberg County, Texas, shall appoint the mediator. The fees of the mediator shall be shared equally by the parties.
 - (iii) The parties agree that the mediation hearing shall be held within ten days after the selection of the mediator unless the parties agree otherwise or circumstances require otherwise.
 - (iv) The parties agree to participate in good faith in ADR to its conclusion as designated by the mediator.
- (b) Arbitration. If the parties are not successful in resolving the Dispute through mediation, then the parties agree that the Dispute shall be settled by binding arbitration governed by the Federal Arbitration Act in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties agree and understand that they choose arbitration instead of litigation to resolve disputes. Any arbitration brought under the terms of this agreement shall be conducted in the following manner:
- (i) The parties shall agree to appoint one person from Kleberg County, Texas as an arbitrator. Said arbitrator shall be an attorney licensed to practice law in the State of Texas and shall further be qualified to act as an arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. In the event the parties cannot agree upon an arbitrator, the Presiding Judge of Kleberg County, Texas, shall appoint the arbitrator. The fees of the arbitrator shall be shared equally by the parties.
 - (ii) The arbitration hearing shall be held at the office of the arbitrator in Kleberg County, Texas and the award of the arbitrator may be entered in the appropriate District Court of the State of Texas.
 - (iii) The parties agree that the arbitration hearing will be held within ninety (90) calendar days of the commencement of such arbitration proceeding.

- (iv) The parties agree that each party may take the deposition of two persons whether they are either opposing party members or two individuals under the control of the opposing party or a combination thereof.

**ARTICLE -23
NOTICES**

All notices to either party by the other, required under this contract, shall be personally delivered or mailed to such party at the following respective address:

<u>International Consulting Engineers (ICE)</u>	<u>City of Kingsville (CITY)</u>
Jesus J. Jimenez, Principal 261 Saratoga Blvd. Corpus Christi, Texas 78417 (361) 826-5805 <u>JJ@icengineers.net</u>	Mr. Rudy P. Mora, Jr. PE, CFM City Engineer, Engineering Dept. 400 E. King Ave. Kingsville, TX 78364 <u>rmora@cityofkingsville.com</u>

[Signature page follows]

[The remainder of this page is intentionally left blank]


**ARTICLE -24
GOVERNING LAW AND VENUE**

This Agreement shall be construed under and in accord with the law of the State of Texas. Venue shall be in Kleberg County, Texas.

IN WITNESS WHEREOF, the CITY and ICE have executed these presents in duplicate.

INTERNATIONAL CONSULTING ENGINEERS

CITY OF KINGSVILLE

By:  _____
(Signature)

By: _____
(Signature)

Jesus J. Jimenez, P.E.
Principal

This _____ day of _____ 2024

This _____ day of _____ 2024

List of Attachments:

- | | |
|---------------|---|
| Attachment -A | Services to be provided by ICE |
| Attachment -B | ICE Rates |
| Attachment -C | Professional Services Manhour Breakdown |

ATTACHMENT –A
SERVICES PROVIDED BY ICE

Following is a scope of work for W. D Ave.

- Project Coordination / Technical Approach
 - Project Management / Meetings / Coordination.
 - Site Visit / Inspection and Evaluation of Crossing
 - Prepare evaluation report / key findings
 - Recommendations and next steps clearly summarized
 - Provide Opinion of Probable Construction Cost for improvements, repairs and replacement the project including escalation for a 4-year period.
 - Assist the City / Contractor with Permitting.

- Engineering and Design
 - Perform Calculations and Analysis
 - Site Survey crossing including 100ft up and down stream of the crossing
 - Prepare Drawings (30%, 60%, 100% Submittals)
 - Title Sheet and Notes Sheet
 - Prepare Plan and Profile Sheets
 - Prepare Repair Plan
 - Prepare Repair Details
 - Prepare Repair Quantities
 - Contract Documents
 - Specifications

- Bid Phase Services
 - Assist with evaluation of bids
 - Respond to RFIs and attend bid opening
 - Evaluation of bidders / Prepare bid tabulation

- Construction Phase Services
 - Construction inspections (8 Inspections)

- Deliverables
 - 30% Review Submittal
 - 60% Review Submittal
 - 100% Review Submittal
 - Final Signed and Sealed Drawings and Bid Documents

Following is a scope of work for W. I Ave / N. 9th St / N. 10th St / N. 12th St / E. Santa Gertrudis Ave / N. 5th St / N. 1st St / N. 14th St / N.17th St / N. Trant Rd.

- Project Evaluation / Assessment Report Development
 - Project Management / Meetings / Coordination
 - Site Visit / Inspection and Evaluation of Crossing
 - Topographic Survey
 - Prepare evaluation report / key findings
 - Recommendations and next steps clearly summarized
 - Develop cost estimates for proposed improvements
 - Identify any available federal / state funding

ATTACHMENT -B
ICE Rates

Personnel Description	\$ /hr
Project Manager Sr.	\$289
Civil/Env Engineer Sr.	\$170
Civil/Env Engineer Jr.	\$119
Structural Engineer Sr.	\$294
Structural Engineer Mid	\$154
Designer Sr.	\$126
Technician Sr.	\$102
Cost Estimator	\$140
2 Man Survey Crew	\$190
Sr. Survey Tech	\$119
Project Controls	\$102
Admin Sr.	\$158

ATTACHMENT –C
Professional Services Manhour Breakdown

West Avenue D - Low Water Crossing Repair Project

CATEGORIES

TASK	Hourly Rates											
	\$ 289	\$ 170	\$ 119	\$ 294	\$ 154	\$ 126	\$ 102	\$ 140	\$ 190	\$ 119	\$ 102	\$ 158
	PROJ. MANAGER SR	CIVIL / ENV ENGINEER SR	CIVIL / ENV ENGINEER JR	STRUCTURAL ENGINEER SR	STRUCTURAL ENGINEER MID	DESIGNER SR	TECHNICIAN SR	COST ESTIMATOR	2 MAN SURVEY CREW	SR. SURVEY TECH.	PROJECT CONTROLS	ADMIN SR
A. PROFESSIONAL SERVICES:												
I. PROJECT COORDINATION / TECHNICAL APPROACH												
1.1 Project Management / Meetings / Coordination	4	6	2	2	2						8	
1.2 Site visit / Crossings Inspection and Evaluation		8	8	2	8							1
1.3 Prepare Evaluation Report / Description of Project Area / Key Findings		20	20	4	24							2
1.4 Recommendations and Next Steps clearly Summarized		4	4	4								
1.5 Develop Cost Estimates for Proposed Improvements								8				
TOTAL TASK I MANHOURS	4	10	30	6	34	0	0	8	0	0	8	3
TOTAL TASK I PROFESSIONAL SERVICES FEES	\$1,156	\$1,700	\$3,570	\$1,764	\$5,236	\$0	\$0	\$1,120	\$0	\$0	\$816	\$474
TOTAL TASK I PROFESSIONAL SERVICES COST	\$15,836											
II. ENGINEERING ANALYSIS AND DESIGN												
2.1 Perform Calculations / Analysis	2	4	8	4	8							
2.2 Site Survey									8	12		
2.3 Prepare Drawings (90% - 60% - 100% Submittal)												
2.3.1 Title Sheet and Notes Sheet	1	2	2	1	2	2	4					1
2.3.2 Prepare Plan and Profile Sheets	4	8	4	4	8	16	32					2
2.3.3 Prepare Repair Plan	1	2	1	2	2	4	8					1
2.3.4 Prepare Repair Details	2	4	2	4	4	8	16					2
2.3.5 Prepare Repair Quantities	1	2	1	2	2	4	2					2
2.4 Contract Documents	4	8	4	4	8							8
2.5 Specifications	4	12	4	4	12							4
TOTAL TASK II MANHOURS	4	21	46	21	46	34	62	0	8	12	0	20
TOTAL TASK II PROFESSIONAL SERVICES FEES	\$1,156	\$3,570	\$5,474	\$6,174	\$7,084	\$4,284	\$6,324	\$0	\$1,520	\$1,428	\$0	\$3,160
TOTAL TASK II PROFESSIONAL SERVICES COST	\$40,174											
III. CONSTRUCTION PHASE SERVICES												
3.1 Bidding Assistance	2	4	4									1
3.2 Construction Administration	2	8	8									1
3.3 Construction Inspections (8 inspections)	2	8	8	4	32							2
3.4 Post Construction / Closeout Services	4	8	8									1
TOTAL TASK III MANHOURS	2	16	28	4	32	0	0	0	0	0	0	5
TOTAL TASK III PROFESSIONAL SERVICES FEES	\$578	\$2,720	\$3,332	\$1,176	\$4,928	\$0	\$0	\$0	\$0	\$0	\$0	\$790
TOTAL TASK III PROFESSIONAL SERVICES COST	\$13,524											
TOTAL PROFESSIONAL SERVICES MANHOURS	10	47	104	31	112	34	62	8	8	12	8	28
TOTAL PROFESSIONAL SERVICES FEES	\$2,890	\$7,990	\$12,376	\$9,114	\$17,248	\$4,284	\$6,324	\$1,120	\$1,520	\$1,428	\$816	\$4,424
TOTAL PROFESSIONAL SERVICES COST	\$69,534											

N. 9th St. - Low Water Crossing Assessment

TASK	CATEGORIES											
	PROJ. MANAGER SR	CIVIL / ENV ENGINEER SR	CIVIL / ENV ENGINEER JR	STRUCTURAL ENGINEER SR	STRUCTURAL ENGINEER MID	DESIGNER SR	TECHNICIAN SR	COST ESTIMATOR	2 MAN SURVEY CREW	SR. SURVEY TECH.	PROJECT CONTROLS	ADMIN SR
Hourly Rates:	\$ 289	\$ 170	\$ 119	\$ 294	\$ 154	\$ 126	\$ 102	\$ 140	\$ 190	\$ 119	\$ 102	\$ 158
A. PROFESSIONAL SERVICES:												
L. PROJECT COORDINATION / TECHNICAL APPROACH												
1.1 Project Management / Meetings / Coordination	2	2	2								4	
1.2 Site visit / Crossings Inspection and Evaluation / Topo Survey		2	8	2	8				6	12		1
1.3 Prepare Evaluation Report / Description of Project Area / Key Findings			16		16							2
1.4 Recommendations and Next Steps clearly Summarized		4		4								
1.5 Develop Cost Estimates for Proposed Improvements								6				
1.6 Identify any available federal / state funding	2											
TOTAL TASK I MANHOURS	4	8	26	6	24	0	0	6	6	12	4	15
TOTAL TASK I PROFESSIONAL SERVICES FEES	\$1,156	\$1,360	\$3,094	\$1,764	\$3,696	\$0	\$0	\$840	\$1,140	\$1,428	\$408	\$2,370
TOTAL TASK I PROFESSIONAL SERVICES COST	\$17,256											

N. 10th St. - Low Water Crossing Assessment

TASK	CATEGORIES											
	PROJ. MANAGER SR	CIVIL / ENV ENGINEER SR	CIVIL / ENV ENGINEER JR	STRUCTURAL ENGINEER SR	STRUCTURAL ENGINEER MID	DESIGNER SR	TECHNICIAN SR	COST ESTIMATOR	2 MAN SURVEY CREW	SR. SURVEY TECH.	PROJECT CONTROLS	ADMIN SR
	Hourly Rates	\$ 170	\$ 119	\$ 294	\$ 154	\$ 126	\$ 102	\$ 140	\$ 190	\$ 119	\$ 102	\$ 158
A. PROFESSIONAL SERVICES:												
I. PROJECT COORDINATION / TECHNICAL APPROACH												
1.1 Project Management / Meetings / Coordination	2	2	2									
1.2 Site visit / Crossings Inspection and Evaluation / Topo Survey		2	8	2	8				6	12	4	1
1.3 Prepare Evaluation Report / Description of Project Area / Key Findings			16		16							2
1.4 Recommendations and Next Steps clearly Summarized		4		4								
1.5 Develop Cost Estimates for Proposed Improvements								6				
1.6 Identify any available federal / state funding	2											
TOTAL TASK I MANHOURS	4	8	26	6	24	0	0	6	6	12	4	12
TOTAL TASK I PROFESSIONAL SERVICES FEES	\$1,156	\$1,360	\$3,094	\$1,764	\$3,696	\$0	\$0	\$840	\$1,140	\$1,428	\$408	\$2,370
TOTAL TASK I PROFESSIONAL SERVICES COST						\$17,256						

E. Santa Gertrudis Ave - Low Water Crossing Assessment

TASK	CATEGORIES											
	\$ 289	\$ 170	\$ 119	\$ 294	\$ 154	\$ 126	\$ 102	\$ 140	\$ 190	\$ 119	\$ 102	\$ 158
	PROJ. MANAGER SR	CIVIL / ENV ENGINEER SR	CIVIL / ENV ENGINEER JR	STRUCTURAL ENGINEER SR	STRUCTURAL ENGINEER MID	DESIGNER SR	TECHNICIAN SR	COST ESTIMATOR	2 MAN SURVEY CREW	SR. SURVEY TECH.	PROJECT CONTROLS	ADMIN SR
A. PROFESSIONAL SERVICES:												
Hourly Rates												
L. PROJECT COORDINATION / TECHNICAL APPROACH												
1.1 Project Management / Meetings / Coordination	2	2	2								4	
1.2 Site visit / Crossings Inspection and Evaluation / Topo Survey		2	8	2	8				6	12		1
1.3 Prepare Evaluation Report / Description of Project Area / Key Findings			16		16							2
1.4 Recommendations and Next Steps clearly Summarized		4		4								
1.5 Develop Cost Estimates for Proposed Improvements								6				
1.6 Identify any available federal / state funding	2											12
TOTAL TASK I MANHOURS	4	8	26	6	24	0	0	6	6	12	4	15
TOTAL TASK I PROFESSIONAL SERVICES FEES	\$1,156	\$1,360	\$3,094	\$1,764	\$3,696	\$0	\$0	\$840	\$1,140	\$1,428	\$408	\$2,370
TOTAL TASK I PROFESSIONAL SERVICES COST						\$17,256						

N. 5th St. - Low Water Crossing Assessment

TASK	CATEGORIES											
	PROJ. MGR SR	CIVIL / ENV ENGINEER SR	CIVIL / ENV ENGINEER JR	STRUCTURAL ENGINEER SR	STRUCTURAL ENGINEER MID	DESIGNER SR	TECHNICIAN SR	COST ESTIMATOR	2 MAN SURVEY CREW	SR. SURVEY TECH.	PROJECT CONTROLS	ADMIN SR
Hourly Rates	\$ 289	\$ 170	\$ 119	\$ 294	\$ 154	\$ 126	\$ 102	\$ 140	\$ 190	\$ 119	\$ 102	\$ 158
A. PROFESSIONAL SERVICES:												
I. PROJECT COORDINATION / TECHNICAL APPROACH												
1.1 Project Management / Meetings / Coordination	2	2	2								4	
1.2 Site visit / Crossings Inspection and Evaluation / Topo Survey		2	8	2	8				6	12		1
1.3 Prepare Evaluation Report / Description of Project Area / Key Findings			16		16							2
1.4 Recommendations and Next Steps clearly Summarized		4		4								
1.5 Develop Cost Estimates for Proposed Improvements								6				
1.6 Identify any available federal / state funding	2											12
TOTAL TASK I MANHOURS	4	8	26	6	24	0	0	6	6	12	4	15
TOTAL TASK I PROFESSIONAL SERVICES FEES	\$1,156	\$1,360	\$3,094	\$1,764	\$3,696	\$0	\$0	\$840	\$1,140	\$1,428	\$408	\$2,370
TOTAL TASK I PROFESSIONAL SERVICES COST						\$17,256						

N. 1st St. - Low Water Crossing Assessment

TASK	CATEGORIES											
	PROJ. MANAGER SR	CIVIL / ENV ENGINEER SR	CIVIL / ENV ENGINEER JR	STRUCTURAL ENGINEER SR	STRUCTURAL ENGINEER MID	DESIGNER SR	TECHNICIAN SR	COST ESTIMATOR	2 MAN SURVEY CREW	SR. SURVEY TECH.	PROJECT CONTROLS	ADMIN SR
Hourly Rates	\$ 289	\$ 170	\$ 119	\$ 294	\$ 154	\$ 126	\$ 102	\$ 140	\$ 190	\$ 119	\$ 102	\$ 158
A. PROFESSIONAL SERVICES:												
I. PROJECT COORDINATION / TECHNICAL APPROACH												
1.1 Project Management / Meetings / Coordination	2	2	2									
1.2 Site visit / Crossings Inspection and Evaluation / Topo Survey		2	8	2	8				6	12		4
1.3 Prepare Evaluation Report / Description of Project Area / Key Findings			16		16							1
1.4 Recommendations and Next Steps clearly Summarized		4		4								2
1.5 Develop Cost Estimates for Proposed Improvements								6				
1.6 Identify any available federal / state funding	2											12
TOTAL TASK I MANHOURS	4	8	26	6	24	0	0	6	6	12	4	15
TOTAL TASK I PROFESSIONAL SERVICES FEES	\$1,156	\$1,360	\$3,094	\$1,764	\$3,696	\$0	\$0	\$840	\$1,140	\$1,428	\$408	\$2,370
TOTAL TASK I PROFESSIONAL SERVICES COST						\$17,256						

N. 14th St. - Low Water Crossing Assessment

TASK	CATEGORIES											
	PROJ. MANAGER SR	CIVIL / ENV ENGINEER SR	CIVIL / ENV ENGINEER JR	STRUCTURAL ENGINEER SR	STRUCTURAL ENGINEER MID	DESIGNER SR	TECHNICIAN SR	COST ESTIMATOR	2 MAN SURVEY CREW	SR. SURVEY TECH.	PROJECT CONTROLS	ADMIN SR
Hourly Rates	\$ 289	\$ 170	\$ 119	\$ 294	\$ 154	\$ 126	\$ 102	\$ 140	\$ 190	\$ 119	\$ 102	\$ 158
A. PROFESSIONAL SERVICES:												
L. PROJECT COORDINATION / TECHNICAL APPROACH												
1.1 Project Management / Meetings / Coordination	2	2	2									
1.2 Site visit / Crossings Inspection and Evaluation / Topo Survey		2	8	2	8				6	12		1
1.3 Prepare Evaluation Report / Description of Project Area / Key Findings			16		16							2
1.4 Recommendations and Next Steps clearly Summarized		4		4								
1.5 Develop Cost Estimates for Proposed Improvements								6				
1.6 Identify any available federal / state funding	2											
TOTAL TASK I MANHOURS	4	8	26	6	24	0	0	6	6	12	4	12
TOTAL TASK I PROFESSIONAL SERVICES FEES	\$1,156	\$1,360	\$3,094	\$1,764	\$3,696	\$0	\$0	\$840	\$1,140	\$1,428	\$408	\$2,370
TOTAL TASK I PROFESSIONAL SERVICES COST						\$17,256						

N. 17th St. - Low Water Crossing Assessment

TASK	CATEGORIES											
	PROJ. MANAGER SR	CIVIL / ENV ENGINEER SR	CIVIL / ENV ENGINEER JR	STRUCTURAL ENGINEER SR	STRUCTURAL ENGINEER MID	DESIGNER SR	TECHNICIAN SR	COST ESTIMATOR	2 MAN SURVEY CREW	SR. SURVEY TECH.	PROJECT CONTROLS	ADMIN SR
Hourly Rates	\$ 289	\$ 170	\$ 119	\$ 294	\$ 154	\$ 126	\$ 102	\$ 140	\$ 190	\$ 119	\$ 102	\$ 158
A. PROFESSIONAL SERVICES:												
I. PROJECT COORDINATION / TECHNICAL APPROACH												
1.1 Project Management / Meetings / Coordination	2	2	2								4	
1.2 Site visit / Crossings Inspection and Evaluation / Topo Survey		2	8	2	8				6	12		1
1.3 Prepare Evaluation Report / Description of Project Area / Key Findings			16		16							2
1.4 Recommendations and Next Steps clearly Summarized		4		4								
1.5 Develop Cost Estimates for Proposed Improvements								6				
1.6 Identify any available federal / state funding	2											
TOTAL TASK I MANHOURS	4	8	26	6	24	0	0	6	6	12	4	15
TOTAL TASK I PROFESSIONAL SERVICES FEES	\$1,156	\$1,360	\$3,094	\$1,764	\$3,696	\$0	\$0	\$840	\$1,140	\$1,428	\$408	\$2,370
TOTAL TASK I PROFESSIONAL SERVICES COST	\$17,256											

N. Trant Rd. - Low Water Crossing Assessment

TASK	CATEGORIES												
	PROJ. MANAGER SR	CIVIL / ENV ENGINEER SR	CIVIL / ENV ENGINEER JR	STRUCTURAL ENGINEER SR	STRUCTURAL ENGINEER MID	DESIGNER SR	TECHNICIAN SR	COST ESTIMATOR	2 MAN SURVEY CREW	SR. SURVEY TECH.	PROJECT CONTROLS	ADMIN SR	
A. PROFESSIONAL SERVICES:													
	Hourly Rates	\$ 289	\$ 170	\$ 119	\$ 294	\$ 154	\$ 126	\$ 102	\$ 140	\$ 190	\$ 119	\$ 102	\$ 158
I. PROJECT COORDINATION / TECHNICAL APPROACH													
1.1 Project Management / Meetings / Coordination	2	2	2	2									
1.2 Site visit / Crossings Inspection and Evaluation / Topo Survey		2	8	2	8				6	12			1
1.3 Prepare Evaluation Report / Description of Project Area / Key Findings			16		16								2
1.4 Recommendations and Next Steps clearly Summarized		4		4									
1.5 Develop Cost Estimates for Proposed Improvements									6				
1.6 Identify any available federal / state funding	2												
TOTAL TASK I MANHOURS	4	8	26	6	24	0	0	0	6	12	4		12
TOTAL TASK I PROFESSIONAL SERVICES FEES	\$1,156	\$1,360	\$3,094	\$1,764	\$3,696	\$0	\$0	\$0	\$840	\$1,140	\$1,428	\$408	\$2,370
TOTAL TASK I PROFESSIONAL SERVICES COST						\$17,256							

AGENDA ITEM #17

Planning and Development Services
410 W King
Kingsville, TX 78363
PH: 361-595-8055



MEMO

Date: December 4th, 2024

To: Mark McLaughlin (City Manager)

From: Erik Spitzer (Director of Planning and Development Services) and Deborah Balli (Finance Director)

Subject: **The City of Kingsville Financial Department is seeking approval from the City Commissioners and Mayor to approve a Budget Amendment to pay for services performed by Bureau Veritas and Future Services expected during the months of December 2024 and January 2025**

Summary: The City of Kingsville currently owes \$6,977.71 for building inspections and plan review fees performed by Bureau Veritas during the month of November 2024. All fees collected for inspections and plan review fees are paid directly to the General Fund. The Finance Department is requesting \$29,000.00 from the General Fund be transferred to Planning Department's Professional Services account GL #001-5-1602-31400 to satisfy this invoice and future invoices from the months of December 2024 and January 2025.

Background: In the spring of this year, our only building inspector resigned and left the city; to continue continuity, the Planning Department exercised an existing contract with Bureau Veritas to perform these city-required inspections. The city's Building Inspector position remains frozen, without the ability to fund nor advertise and hire this position for the unforeseen future. In the meantime, we will need to pay for inspections performed by Bureau Veritas on a monthly basis.

Erik Spitzer
Director of Planning and Development Services



CITY OF KINGSVILLE

PO Box 1458
Kingsville, TX 78364
PH: (361) 595-8025

PURCHASE ORDER

PO Number: 250108

Date: 10/04/2024

Requisition #: REQ29996

Vendor #: 5306

ISSUED TO: Bureau Veritas North America Inc
P O BOX 841566
DALLAS, TX 75284-1566

SHIP TO: Planning-Permits & Licenses
Attn:Erik Spitzer
410 W. King
Kingsville, TX 78363

ITEM	UNITS	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0	Inspections & Plan Reviews	001-5-1602-31400		0.00	6,977.71
2	0	Inspections & Plan Reviews	001-5-1602-31400		0.00	6,180.08

Handwritten: \$4894.⁰⁸


Authorized by: *E.I. Spitzer* 07 JAN 2025

SUBTOTAL:	13,157.79
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	13,157.79

Handwritten: \$4894.⁰⁸

- Original invoice with remittance slip must be sent to: City of Kingsville, PO Box 1458, Kingsville, TX 78364.
- Payment may be expected within 30 days of receipt of goods and invoice.
- C.O.D. shipment will not be accepted.
- Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
- All goods are to be shipped F.O.B. Destination unless otherwise stated.
- All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
- All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
- Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
- Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
- The City is exempt from all federal excise and state tax -- ID# 74-6001513

Invoice RI 24057275

<p>Remit Checks To: Bureau Veritas North America, Inc. PO Box 841566 Dallas, TX 75284-1566</p> <p>Courier/Overnight Address: Bank of America Lockbox Services Lockbox # 841566 1950 N Stemmons Freeway, Suite 5010 Dallas, TX 75207</p>	 BUREAU VERITAS	<p>Remit ACH Transfers to: ABA Routing Number 122000661 Account Number 14594-11058</p> <p>Remit Wire Transfers to: Routing Number 026009593 Account Number 14594-11058 SWIFT Code BOFAUS3N Please Email Remittances to: ARremittance@bureauveritas.com</p> <p>Federal Tax ID # 06-1689244</p>
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Unknown
CITY OF KINGSVILLE
410 W. KING AVE
KINGSVILLE, TX 786363

Customer no: 6427697
Invoice Date: 12/26/2024
Net Due Date: 01/25/2025

23069452 2024-000032 Coastal
Project: 2024-000032
2024 Back-Up Inspections
Kingsville TX 78364 ; Subd: Unknown
Kleberg County; ParcelID:
Legal info:
Business Name:
Description: Back-Up Inspections
PO Number:
Plan: ; Project Valuation: \$0; Total Project Square Footage: 0

No text

Description	Quantity	Rate	Net Amount
Backup Inspection 12	1.00	4,894.080	4,894.08
Invoice Subtotal			4,894.08

Payment Terms: 30 DAYS NET	Total	USD 4,894.08				
Please Reference Our Invoice Number With Your Payment						
<table border="1" style="width: 100%;"> <tr> <td>49 Residential @ \$76.92</td> <td>\$3,769.08</td> </tr> <tr> <td>9 Commercial @ \$125.00</td> <td>\$1,125.00</td> </tr> </table>	49 Residential @ \$76.92	\$3,769.08	9 Commercial @ \$125.00	\$1,125.00	Total at Due Date	USD 4,894.08
49 Residential @ \$76.92	\$3,769.08					
9 Commercial @ \$125.00	\$1,125.00					



CITY OF KINGSVILLE

PO Box 1458
Kingsville, TX 78364
PH: (361) 595-8025

PURCHASE ORDER

PO Number: 250108

Date: 10/04/2024

Requisition #: REQ29996

Vendor #: 5306

ISSUED TO: Bureau Veritas North America Inc
P O BOX 841566
DALLAS, TX 75284-1566

SHIP TO: Planning-Permits & Licenses
Attn:Erik Spitzer
410 W. King
Kingsville, TX 78363

ITEM	UNITS	DESCRIPTION	CLASS	PROJECT	PRICE	AMOUNT
1	0	Inspections & Plan Reviews	001-5-1602-31400		0.00	6,977.71
2	0	Inspections & Plan Reviews	001-5-1602-31400		0.00	6,180.08

\$2371.34

Authorized by: _____


07 JAN 2025

SUBTOTAL:	13,157.79
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	13,157.79

\$2371.34

1. Original invoice with remittance slip must be sent to: City of Kingsville, PO Box 1458, Kingsville, TX 78364.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax - ID# 74-6001513

Invoice RI 24057276

Remit Checks To: Bureau Veritas North America, Inc. PO Box 841566 Dallas, TX 75284-1566	 BUREAU VERITAS	Remit ACH Transfers to: ABA Routing Number 122000661 Account Number 14594-11058
Courier/Overnight Address: Bank of America Lockbox Services Lockbox # 841566 1950 N Stemmons Freeway, Suite 5010 Dallas, TX 75207		Remit Wire Transfers to: Routing Number 026009593 Account Number 14594-11058 SWIFT Code BOFAUS3N Please Email Remittances to: ARremittance@bureauveritas.com Federal Tax ID # 06-1689244

CITY OF KINGSVILLE
 410.W. KING AVE
 KINGSVILLE, TX 786363

Customer no: 6427697
 Invoice Date: 12/26/2024
 Net Due Date: 01/25/2025

23283681 2024-022954 Coastal
 Project: 2024-022954
 2151 N Hwy 77
 Kingsville TX 78363
 Kleberg County; ParcelID:
 Legal info:
 Business Name: Neessen Chrysler ;Scope: Install Canopy Roof and Remodel Entire Interior
 Description: Commercial Alter Package
 PO Number:
 Plan:EPR - Neessen Chrysler Install Canopy Roof and Rem ; Project Valuation: \$350000; Total Project Square Footage: 1678
 Permit: Building - P057182-081424; Issued: 12/09/2024

No text

Description	Quantity	Rate	Net Amount
Commercial Plan Review	1.00	935.090	935.09
Commercial Inspection Only	1.00	1,436.250	1,436.25
Invoice Subtotal			2,371.34

Payment Terms: 30 DAYS NET	Total	USD	2,371.34
Please Reference Our Invoice Number With Your Payment			
	Total at Due Date	USD	2,371.34

ORDINANCE NO. 2025-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2024-2025 BUDGET TO APPROPRIATE FUNDING FOR PLANNING DEPARTMENT INSPECTION SERVICES.

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

I.

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

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#21

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 – General Fund					
<u>Expenditures</u>					
1602	Planning	Professional Services	31400	\$29,000	
1030	City Special	Budget Amend Reserves	86000		\$29,000

[To amend the City of Kingsville FY 24-25 budget to appropriate funding for the Planning Department inspection services. Funding for this request will come from the General Fund Budget Amendment Reserve line item. There is \$116,040.74 available for General Fund budget amendments.]

The General Fund has budgeted \$300,000 for FY 24-25 budget amendments. The following budget amendments funded through the reserve line item have been previously submitted:

- BA #1 – PW Parking Lot - \$74,060
- BA #4 – City Hall A/C - \$65,100
- BA #10 – Fire Station #2 Plumbing Repairs - \$12,800
- BA #11 – Bureau Veritas Inspection Services - \$6,179.08
- BA #12 – Planning IBC Books - \$1,242.79
- BA #13 – Grant Match for BWC Grant - \$15,493.13
- BA #17 – Grant Match for BVP Grant - \$9,084.26
- Total Previously Submitted BA's - \$183,959.26

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 13th day of January 2025.

PASSED AND APPROVED on this the 27th day of January 2025.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #18

City of Kingsville
Human Resource Department

TO: Charles Sosa, Interim City Manager
FROM: Diana Gonzales, Human Resource Director
DATE: January 3, 2025
SUBJECT: Executive Recruitment – City Manager Position

The position of City Manager became vacant on 12/20/2024. Informal proposals were requested from three (3) search firms to provide executive recruitment services.

The search firms contacted are as follows and listed alphabetically:

Baker Tilly

- All-inclusive Project Team Leader and support staff fee \$ 29,941
- Expenses to bring candidates for in-person interviews not included in quote.
- Additional expenses for advertising, candidate background, reference and academic verification check and travel expenses for on-site visits billed at cost.

Clear Career Professionals – most recently used for the search of Police Chief.

- Fixed Cost \$16,000 (total vendor cost)
- Expenses to bring candidates for in-person interviews not included in quote.

Strategic Government Resources (SGR) – used in 2019 for the search of City Manager.

- Not to exceed \$27,900
- Expenses to bring candidates for in-person interviews not included in quote.
- Additional potential charges are listed in the proposal to include:
 - o \$250 per interview over 15 online interviews
 - o Additional costs of \$1000 per day if greater than 2 on-site visits are requested.
 - o Advertising costs exceeding \$2,500.



**OPTION #1-
BAKER TILLY**



Baker Tilly Advisory Group, LP
205 N. Michigan Avenue, Suite 2800
Chicago, IL 60601

www.bakertilly.com

January 3, 2025

Diana Gonzales, SPHR, SHRM-SCP
City of Kingsville
Human Resources Director
P.O. Box 1458
Kingsville, Texas 78363

Dear Ms. Gonzales:

This letter agreement ("Agreement") documents the City of Kingsville's ("Client") engagement of Baker Tilly Advisory Group, LP ("Baker Tilly") to conduct an executive search for a City Manager ("Project"). This Agreement defines the parties' respective obligations for the Project. Our proposal, attached hereto as Exhibit A, is incorporated by reference.

Scope, Objectives and Approach

The scope and phases of this engagement are set forth in Exhibit A and as follows:

Phase	Description of Baker Tilly's Professional Services
Phase I	<u>Task 1</u> – Develop the candidate profile and define the advertising and marketing strategy. <u>Task 2</u> – Identify qualified candidates that meet the profile.
Phase II	<u>Task 3</u> – Screen and submit list of recommended semi-finalists to client. <u>Task 4</u> – Conduct reference checks, and academic verifications. A criminal and/or credit history report may also be conducted at this Phase or at the conclusion of Phase III, as specified by you.
Phase III	<u>Task 5</u> – Final process/on-site interviews with finalists. <u>Task 6</u> – Assist Client in making offer, which may be made contingent upon the successful completion of a background check as specified by you.
Conclusion	Acceptance of offer by candidate.

Project Timing and Budget

The Project will commence upon your execution of this Agreement and will remain in effect for the period necessary for successful completion of the Project.

1. Edward Williams will lead the Project, and other professionals will be involved as required. The professional fee to complete the Project is \$29,941 ("Fee") and includes the cost of services by the Project Team Leader and the project support staff. All project-related expenses such as advertising, candidate background, reference and academic verification checks, and travel expenses for on-site visits will be billed at cost. Travel expenses incurred by candidates for on-site interviews with the Client are not the responsibility of Baker Tilly and shall be handled directly by the Client. The Client will make payments upon receipt of an

invoice submitted by Baker Tilly. Payment to Baker Tilly is due upon receipt. All invoices will be forwarded to the Client for processing unless otherwise directed. For reporting purposes, Baker Tilly's tax identification number is 99-1405547.

2. The Fee will be billed in four installments; 30% of the Fee will be billed upon execution of this Letter; 30% at the implementation of Phase I; 30% at the implementation of Phase II; and the final 10% upon acceptance of offer by the candidate. The Fee is not contingent. If you terminate this engagement before completion, Baker Tilly shall invoice you for any unpaid portion of the Fee.
3. If Client requests Baker Tilly to perform additional services beyond the services described above, such as conducting an employee/community survey, such additional services shall result in additional fees. For an employee/community survey, the additional fee shall be \$2,500. For additional work requested explicitly by the Client outside of this project's scope, the additional fee will be an hourly rate of \$350 per hour, plus expenses.

Client's Obligations

1. You agree that you are responsible for candidate selections and that you will not discriminate against any candidate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital status or any other basis that is prohibited by federal, state or local law.
2. If you decide to not hire a candidate as a result of a criminal or credit history report, you agree to comply with the FCRA with regard to any pre- or post-adverse action notices and requirements.
3. You agree to respond to drafts of documents and reports in a timely manner. Failure to do so on your part will protract timelines and can negatively influence the outcome of the process.

Management's Responsibilities

It is understood that Baker Tilly will serve in an advisory capacity with Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon a failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations.

The ability to provide services according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in this Agreement unless subsequently agreed otherwise in writing.

The responsibility for auditing the records of Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

As a part of this service, we will not perform any management functions or make management decisions on your behalf. In connection with our performance of this non-attest service, you agree that you will:

- Continue to make all management decisions and perform all management functions.
- Designate an employee with suitable skill, knowledge, and / or experience, preferably within senior management, to oversee the services we perform.
- Evaluate the adequacy and results of our non-attest services.

- Establish and maintain internal controls, including monitoring ongoing activities related to the non-attest function.

Terms and Conditions

1. To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under this Agreement shall not exceed the fees paid to Baker Tilly under the portion of this Agreement to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Agreement even if the other party has been advised of the possibility of such damages.
2. Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material bargained for bases of this Agreement and that they have been taken into account and reflected in determining the consideration to be given by each party under this Agreement and in the decision by each party to enter into this Agreement.
3. Neither this Agreement nor any rights or obligations hereunder shall be assigned or delegated by Baker Tilly without your prior written consent. This Agreement shall be modified only by a written agreement duly executed by you and Baker Tilly. Should any of the provisions hereunder be found to be invalid, void, or voidable by a court, the remaining provisions shall remain in full force and effect. Notwithstanding the foregoing, Baker Tilly may assign and transfer this Agreement to any successor that acquires all or substantially all of the business or assets of Baker Tilly by way of merger, consolidation, other business reorganization, or the sale of interests or assets.
4. Copies of all hard copy documents associated with the recruitment will be retained for three (3) years from the anniversary date of the hiring of the candidate. Retention of records beyond three (3) years must be requested in writing before the conclusion of the Project.
5. Baker Tilly US, LLP and Baker Tilly Advisory Group, LP and its subsidiary entities provide professional services through an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable laws, regulations and professional standards. Baker Tilly US, LLP is a licensed independent CPA firm that provides attest services to clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and business advisory services to their clients. Baker Tilly Advisory Group, LP and its subsidiary entities are not licensed CPA firms. Baker Tilly Advisory Group, LP and its subsidiaries and Baker Tilly US, LLP are independent members of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP are not Baker Tilly International's agents and do not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Advisory Group, LP, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Acknowledgment

If this Agreement correctly sets forth your understanding, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,

Carol Jacobs | Managing Director
(714) 287-1547
carol.jacobs@bakertilly.com

Client Signature:

Name: _____

Title: _____

Date: _____

Billing Contact:

Name: _____

Email: _____

Phone: _____

EXHIBIT A

**OPTION #2-
CLEAR CAREER
PROFESSIONALS**



Clear Career Professionals

Proposal to Provide Professional
Executive Recruitment Services for the

Kingsville, Texas
City Manager Position

Michael Boese, President

3000 Custer Rd #270191

Plano, TX. 75075

(972)837-0916

michael@clearcareerpro.com

WHY CHOOSE US?



PROFILE

Clear Career Professionals is a Texas-based national recruitment and professional services firm specializing in building stronger teams for municipal governments. Our approach is both flexible and cost-effective, carefully tailored to meet the unique needs of each client. Whether it's identifying top talent for leadership roles or managing large-scale recruitment initiatives, we customize our process to align with your specific goals. We understand that a one-size-fits-all approach doesn't work, and our commitment is to deliver solutions that best fit your organization's needs.

Our team is composed of seasoned government professionals who understand the distinct challenges municipalities face. With decades of experience working within the public sector, we know what it takes to find candidates who are not only qualified but aligned with the mission and culture of your community.

What truly sets us apart is our unwavering commitment to customer service. Our collaborative process, clear communication, and consistent follow-through ensure that we deliver successful outcomes while minimizing costs and saving your staff valuable time.

At Clear Career Professionals, we're not just filling positions—we're helping build the future of your organization.

OUR NETWORK & APPROACH

At Clear Career Professionals, we specialize in direct recruitment, leveraging our experience as former city managers and public sector leaders. We know firsthand how critical it is to identify and attract the right candidates who can lead and support your organization. Through our extensive network, we maintain direct connections with accomplished public managers and professionals, allowing us to engage with qualified candidates who meet your specific needs.

Our recruitment process is highly targeted. We tap into our professional relationships and utilize trusted industry channels, including newsletters, publications, social media, and professional websites that top candidates frequently use. This personalized approach ensures that we're identifying candidates who are aligned with your organizational goals and culture.

While we prioritize diversity through partnerships with organizations like Women Leading Government, our main goal is to recruit the most qualified candidates. Our streamlined, experience-driven process reduces both time and cost, ensuring high-quality results efficiently.



RECENT PLACEMENTS

City of Kerrville - City Manager

City of Murphy - City Manager

City of Clear Lake Shores - City Administrator

City of Van Horn - City Administrator/City Secretary

City of Kemah - City Administrator

City of Merkel - City Manager

City of Hondo - City Manager

City of Whitesboro - City Manager

City of Jamaica Beach - City Administrator

Village of Salado - Village Administrator

City of Dalhart - City Manager

City of Fair Oaks Ranch - Assistant City Manager

City of Morgan's Point Resort - City Manager

City of Meadowlakes - City Manager



WHAT OUR PARTNERS ARE SAYING



The professionalism, effort, and coordination your company used to help our staff, Council, and me during this intense process was top-notch.

Further, your work to secure Kent Myers as our Interim City Manager helped calm our staff and set them on a positive course. Kent understood how necessary that was for our City. He not only kept things afloat, he also made sure to complete some very large projects during his service. Additionally, he was instrumental in helping us complete the hiring process for our new Finance Director just in time for budget preparation. I wish you could have been present to hear the good things our Council had to say about Kent at his last Council meeting with us. One Councilmember made the comment that Kent served us not like an Interim City Manager, but he approached projects as if he planned to be here for the next ten years.

Again, we can't thank you enough for your service. I would definitely recommend you to anyone looking for professional staff in key municipal government positions.

Robin Collins, Mayor
City of Kemah, Texas



Clear Career Professionals are very professional and easy to work with and they did a great job for us. They are also very reasonably priced and I would recommend them to anyone looking for someone to assist in this market.

Randall Chronister
Mayor
City of Clear Lake
Shores, Texas



Overall, I strongly recommend Michael Boese with Clear Career Professionals LLC. His skills, work ethic, and personality would make him a great asset to any organization that is seeking his professionalism. If you have any further questions, please do not hesitate to contact me.

Michael Garibay
City Alderman
Van Horn, Texas



As with any city, we had many other things we needed to focus on in addition to hiring. As Mayor, I would not hesitate to recommend your services to other cities.

John McAnelly
Mayor
City of Hondo, Texas



GENERAL RECRUITMENT TIMELINE

Clear Career Professionals customizes the recruitment process to align with your goals, ensuring successful outcomes.



Recruitment Foundation - 1-2 Weeks

- In-person meetings with council members & city staff
- Meetings with community stakeholders
- Determine the Selection Criteria
- Create a Custom Candidate Profile



Recruitment Strategy - 3-4 Weeks

- Create a Detailed Recruiting Brochure
- Direct Outreach to Candidates & Network
- National, State, & Regional Postings



Identify Top Candidates - 2 Weeks

- Screen Candidates
- Identify Semi-Finalists with Selection Committee
- Complete Virtual interviews with Semi-Finalists
- Obtain Unique Leadership Profiles
- Recommend Finalists to Selection Committee



Verify & Check Finalists - 1-2 Weeks

- Complete Detailed Reference & Background Verifications on Finalists
- Complete Social Media and News Investigation for each Finalist
- Complete Academic Verifications

Interview & Hire - 2 Weeks

- Schedule Finalist Interviews
- Facilitate Finalist Interviews
- Assist with Finalist Selection

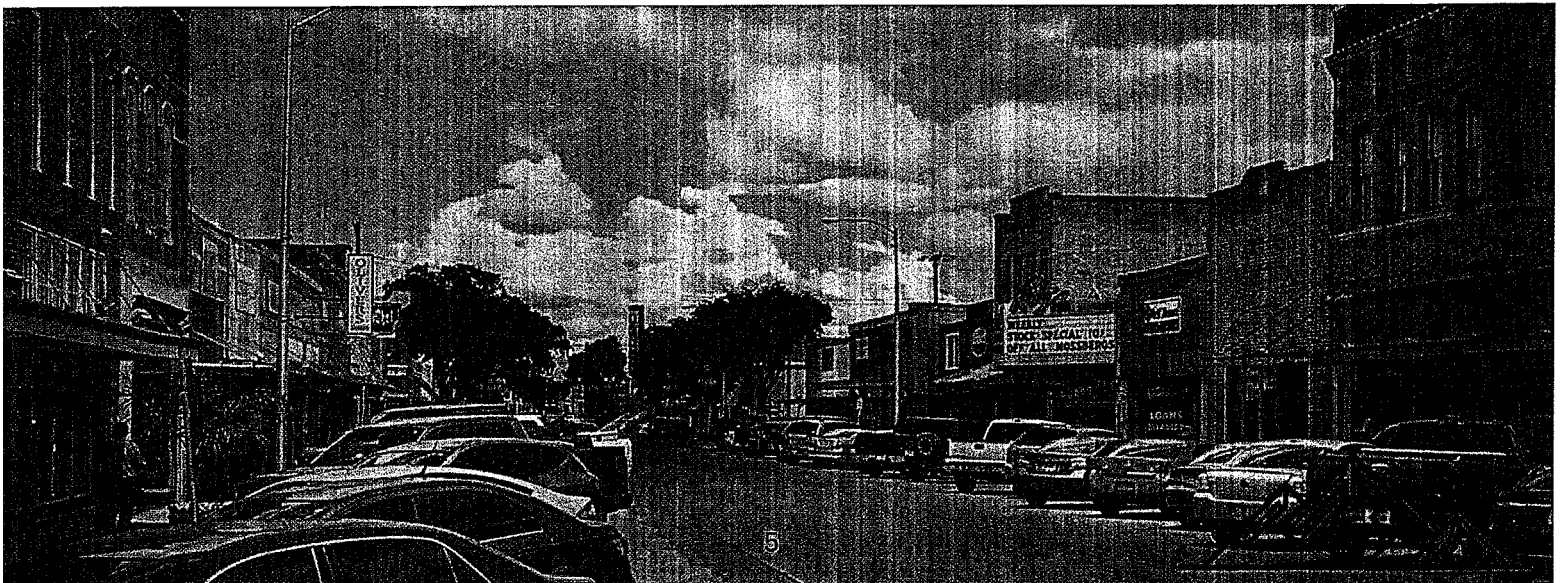
RECRUITMENT FOUNDATION

At the heart of our recruitment process is a deep commitment to understanding your city and its unique characteristics. We recognize that finding the right leader is not a one-size-fits-all process. That's why we begin by developing a comprehensive community profile to identify the ideal candidate who aligns with your values and goals.

As former public executives, we understand the importance of a thorough, professional, and detailed approach. We take the time to immerse ourselves in your community—examining its amenities, economy, and people. Our team will engage with the Mayor, City Council, interim City Manager, city staff, and other key stakeholders to fully understand your organization's culture and needs.

Through in-person meetings with city employees, department heads, and community leaders, we gather critical insights into the position's requirements, existing challenges, and strategic priorities. These discussions help shape the selection criteria and the ideal leadership profile, ensuring we are fully aligned with your expectations.

Our meticulous approach ensures that we find the right leader who not only fits the role but also thrives in your community.



RECRUITMENT STRATEGY

At Clear Career Professionals, we collaborate with you to create a targeted outreach strategy designed to attract top-tier candidates. Our recruitment process goes beyond simply posting the position; we actively reach out to and engage with strong candidates, encouraging them to apply. This inclusive strategy targets national, state, regional, and local talent pools to find the best match for your organization.

Leveraging Our Expansive Network

Our direct recruitment process is powered by our extensive network of city management professionals. We proactively reach out to qualified candidates, many of whom are actively seeking new opportunities, and encourage them to consider your role. A key component of this outreach is the creation of a detailed recruitment brochure, which highlights your city's unique opportunities and the desired candidate profile. This tool enhances our ability to attract the right individuals, presenting your community as a compelling place for professional growth and living.

Engaging with ICMA, TCMA & Professional Associations

Our connections with prominent organizations, including the International City/County Management Association (ICMA) and the Texas City Management Association (TCMA), are a critical asset in our recruitment strategy. As active members, we have direct access to experienced professionals across the nation and work to connect these individuals with your city's leadership needs.

Additionally, we extend our reach by engaging with diversity-focused organizations, such as the Women's Leadership Institute, Texas Women Leading Government, and Historically Black Colleges and Universities (HBCUs). We also collaborate with the Texas Municipal League (TML) and regional TCMA associations to target candidates at the local and state levels.

Digital & Social Media Outreach

Clear Career Professionals ensures maximum visibility for your recruitment by promoting the position and recruitment brochure across key social media platforms.



IDENTIFY TOP CANDIDATES

We utilize a structured approach to process and categorize all candidate applications. Through our proprietary applicant tracking system, we can provide your team direct access to view candidate progress in real time. Using our custom rating criteria, we evaluate and rank each candidate to ensure the pool reflects the desired skills, experience, and qualifications.

To keep the city fully informed, we deliver weekly progress reports detailing updates on the candidate pool's development. Comprehensive records of all applicants are meticulously maintained and will be provided at the conclusion of the recruitment process. Each candidate receives prompt acknowledgment of their application, along with an overview of the recruitment timeline. Regular communication is crucial, and we ensure that all candidates are updated weekly on the status of the process.

Our screening is rooted in the pre-established position criteria. Once the position closes to new applicants, we collaborate with the selection committee to identify 6-8 semi-finalists. These semi-finalists participate in a recorded, interactive video interview, where they share their public service journey. This format highlights their career trajectory, leadership ethics, and personal demeanor, providing valuable insights into their potential fit for the role.

Typically, these interviews are conducted by our team of professionals at Clear Career Professionals. However, if preferred, we are fully equipped to facilitate and coordinate virtual semi-finalist interactions with your governing body.

At the semi-finalist stage, we provide a comprehensive report that includes:

- A master list of applicants
- Marketing materials
- Cover letters and resumes for each semi-finalist
- Unique leadership profiles
- Recorded video interviews

After reviewing this detailed report with your team, we will collaboratively select the most qualified finalists for in-person interviews with the selection committee and/or City Council.

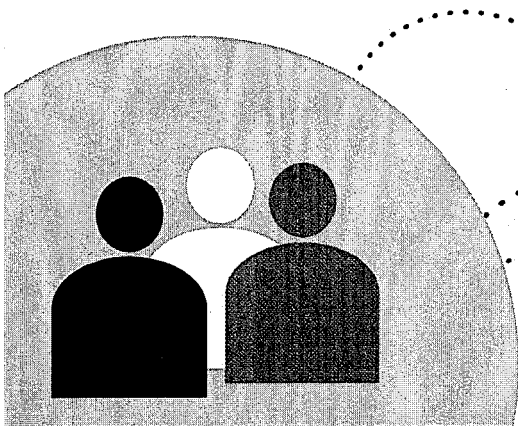


VERIFY CANDIDATE BACKGROUND

Once you approve of finalists for on-site interviews, our team initiates a thorough background verification process encompassing comprehensive reference checks, background examinations, detailed social media reviews, and academic verifications. A comprehensive report summarizing all findings will be presented to you for thorough review prior to the commencement of finalist interviews and the selection process. This ensures that you have a complete and informed perspective before making the ultimate decision.

For the background checks, we will collect information on the candidates in the following areas:

- City/County/State Criminal
- Federal District Criminal
- City/County/State Civil Litigation
- Employment Verification
- Reference Verification
- Social Media Review
- Federal District Civil Litigation
- Judgement/Tax Lien
- Sex Offender Registry
- Motor Vehicle Driving Record
- Educational Verification
- Professional Association Verification



INTERVIEW AND HIRE

Upon completing the candidate verification and assessment, we will collaborate with your team to develop a customized interview strategy. This approach will be specifically tailored to meet your organization's goals, ensuring a focused and effective interview process. We will provide a comprehensive Final Candidate Report for each finalist, which will include:

- Cover letter and resume
- Unique leadership profile
- Semi-finalist video interview
- Detailed background and reference verification report

In addition, we will supply a set of recommended interview questions specifically crafted for the position and aligned with your organizational objectives. These questions are designed to draw out responses that highlight each candidate's qualifications, experience, and suitability for your organization's culture and needs.

To ensure a seamless and professional interview process, our team will be present to facilitate the finalist interviews. We will manage all logistics, coordinate with the interview panel, and ensure that everything runs smoothly and efficiently. This hands-on approach allows us to uphold the integrity of the process, ensuring transparency, consistency, and fairness throughout.

We understand that selecting a leader is a critical decision, and our goal is to provide you with the necessary tools and support to make an informed and confident choice. Our commitment to your success extends beyond the interviews—at the conclusion of the process, we will work closely with you to notify both successful and unsuccessful candidates, providing feedback where appropriate and addressing any questions they may have.

Finally, we will ensure that all documentation is properly maintained, and the transition to your new leader is smooth and well-coordinated. By partnering with Clear Career Professionals, you can trust that every aspect of the interview and selection process is handled with professionalism, care, and attention to detail. Our aim is to help you find a leader who not only meets the technical qualifications but also embodies the mission and values of your organization.



2-YEAR RECRUITMENT GUARANTEE

We proudly offer a two-year guarantee for any candidate selected through our full recruitment process. If the individual hired leaves the position for any reason within two years, we will conduct a new recruitment at no additional cost to the city. This guarantee reflects our confidence in the thoroughness of our recruitment and selection process.

AGREEMENT TO USE CITY CONTRACT

We can provide our standard engagement agreement or execute a standard contract form provided by the City if preferred. Clear Career Professionals further acknowledges that our firm maintains, or will acquire, the minimum or greater of the insurance limits required.

AGREEMENT TO COMPLETE PROJECT ACCORDING TO PROJECT SCHEDULE

The timeline provided is a general breakdown of tasks, milestones, and timeframes to support a thorough and successful recruitment process.

This timeline is a suggestion only and we will work with you to finalize and approve an exact timeline.

OVERALL COST AND VALUE OF PROJECT

CITY MANAGER RECRUITMENT:

Clear Career Professionals offers a firm, fixed fee of \$16,000, which encompasses all of our services, expenses, and associated costs. This ensures transparency and predictability.

Please note, however, that travel, accommodations, and meals for finalist candidates (and their spouses, if invited) during the final interview process are not included in our fee and will be the responsibility of the client.

The benefit of our fixed pricing model is that it guarantees cost clarity from the outset, allowing you to budget confidently without concern for unforeseen charges during the project.

Our fee will be billed in phases, aligned with the completion of key milestones, according to the following schedule:

- \$9,000 upon execution of the contract
- \$4,000 upon selection of the group of semi-finalists
- \$3,000 upon selection of final candidate





Michael Boese, MPA President

Michael Boese, MPA, brings over 25 years of distinguished municipal service to his role as President of Clear Career Professionals LLC. With extensive leadership experience across multiple executive roles, Michael has become a trusted expert in executive recruitment, leadership coaching, and municipal consulting.

Education

Bachelor of Arts in History
Metropolitan State University

Master of Public Affairs
University of Texas Dallas

Professional Affiliations

TCOLE Master Peace Officer,
CMA, TCMA, NTCMA, Region
6 & 7 TCMA, GFOA, TPCA,
past member of the Texas
Police Chief's Legislative
Committee, and the
Professional Development
Committee for the Texas City
Manager Association,
Instructor at the Bill
Blackwood Law Enforcement
Management Institute of
Texas (LEMIT) Leadership
Command College

Michael has served as both City Manager of Keene and City Administrator of Wimberley, where he was instrumental in advancing sustainability initiatives and promoting tourism, ensuring long-term growth for the communities. His strategic approach to leadership and fiscal management has made a lasting impact on these municipalities, driving innovation and operational excellence.

As a sought-after recruiter, Michael has guided numerous successful executive placements, always prioritizing the unique needs of both the organizations and candidates. His comprehensive understanding of local government and public safety allows him to identify top talent and implement efficient, people-focused recruitment processes.

In addition to his consulting and recruitment expertise, Michael is a recognized public speaker and instructor, sharing his insights through leadership training programs, including his work with the Bill Blackwood Law Enforcement Management Institute of Texas (LEMIT).

Michael's career exemplifies a commitment to enhancing organizational leadership and community well-being, making him a trusted leader in the public sector.



Kent Myers, Ph.D.

Vice President

Kent Myers, Ph.D., Vice President of Recruitment Services will collaborate with you to develop the recruitment plan and lead the search for your next City Manager.

As a seasoned professional with a 45-year tenure in city management, Dr. Myers brings a wealth of experience and leadership to any organization. Serving as the City Manager of Fredericksburg for a decade, Dr. Myers has established a track record of successful governance and community engagement. His career began as the first City Manager in Converse, Texas, and expanded to include City Manager positions in Casa Grande, Arizona; Hot Springs, Arkansas; and Port Angeles, Washington.

In 2021, Dr. Myers received a Ph.D. in Leadership Studies from Our Lady of the Lake University. Committed to community service, he actively participated in the Fredericksburg Morning Rotary Club and has been honored with the National Service to Youth Award from the Boys and Girls Clubs of America. Dr. Myers' dedication extends to education, where he served as the Manager in Residence (MIR) at the University of Texas at San Antonio for seven years. Recognized for his exceptional mentorship, Dr. Myers received the TCMA Mentor of the Year Award, showcasing his commitment to developing the next generation of leaders. As Past-President of the Texas Public Power Association (TPPA), he has demonstrated strategic leadership in the public sector.

Throughout his career, Dr. Myers played a pivotal role in hiring numerous department directors, contributing to the recruitment of highly qualified professionals in public works, planning, finance, police, and fire departments across various cities. As Vice President of Recruitment for Clear Career Professionals, Dr. Myers has lead the search for City Manager positions of Kerrville, Murphy, Kemah, and other cities. Dr. Myers is poised to bring his extensive expertise, strategic vision, and community-oriented approach to your recruitment, continuing to make a positive impact on local governance and leadership development.

Education

Bachelors in Criminal Justice
University of Texas
Arlington, Tx

Master of Public Administration
Texas Christian University
Ft. Worth, Texas

Ph.D. Leadership Studies
Our Lady of the Lake University
San Antonio, Texas

Professional Affiliations

ICMA, TCMA, ICMA Taskforce on
job hunting handbook, TCMA
Public Policy Committee, TCMA
Ethics Trainer, TPPA Past
President,
Arkansas Municipal League



Clear Career Professionals

Agreement for Executive Level Recruitment Services

Position: City Manager

between

Clear Career Professionals, LLC, (Clear) and City of Kingsville ("Organization")

Scope of Services:

Clear shall provide all services for recruitment as described in the formal recruitment proposal submitted and described in abbreviated form as follows:

- Development recruitment plan and timeline
- Production of a professional position brochure
- Advertising and marketing of the position
- Communication with prospects and candidates
- Initial screening and review of candidate applications
- Briefing with the selection committee, city manager, or hiring manager to facilitate the selection of semifinalists
- Leadership Profile Paper, for up to eight (8) semifinalists
- Recorded virtual interviews for up to eight (8) semifinalists
- Electronic delivery of semifinalist information packet and online interviews
- Briefing with the selection committee, city manager, or hiring manager to facilitate the selection of finalists
- Assistance with development of advanced exercise for finalist candidates, if desired
- Comprehensive Media Reports for up to four (4) finalist candidates
- Comprehensive background/reference verification reports on up to four (4) finalist candidates
- Electronic delivery of finalist comprehensive report
- Assistance with interview questions and interview schedule, if desired
- Assistance with stakeholder engagement, if desired
- Assistance with negotiating terms and conditions of employment, if desired



Clear Career Professionals

Agreement for Executive Level Recruitment Services

- Up to Two (2) in-person visits by the Recruiter to the Organization.
- Weekly updates regarding the progress of the recruitment, and/or direct access to Clear's applicant tracking system.

The Organization agrees:

- To provide the position description, salary range, benefits, photos/graphics and information necessary to develop the position brochure
- To respond to drafts of documents and reports in a timely manner; failure to do so may extend timelines and can negatively impact the outcome of the process
- To refer all prospective applicants to Clear and shall not accept applications independently during the recruitment / selection process
- To provide reproduction of hard copy brochure, if desired
- To provide any direct mailings desired by the Organization
- To provide legal opinions to Clear regarding when and if any information must be released in accordance with Public Information requests
- To directly reimburse finalists for travel-related expenses to finalist interview
- That Organization is ultimately responsible for candidate selections and that Organization will not discriminate against any candidate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital status, or any other basis that is prohibited by federal, state, or local law.
- To comply with the Fair Credit Reporting Act (FCRA) with regard to any pre- or post-adverse action notices and requirements if the Organization decides not to hire a candidate as a result of their credit history report

Clear shall be compensated by the Organization as detailed below:

Firm, fixed fee which includes all our expenses and costs: = \$16,000

Billing:

The professional service fee for the recruitment is billed in three installments during the course of the recruitment. The initial installment will be billed after this agreement is executed. The second installment will be billed after semifinalists are selected. The final installment will be billed once a candidate has formally accepted the position.



Clear Career Professionals

Agreement for Executive Level Recruitment Services

\$9,000 upon execution of the agreement

\$4,000 upon selection of the group of semi-finalists

\$3,000 upon selection of final candidate

Organization Contact for Invoicing:

Name:

Position:

Email:

Address:

Phone:

Service Guarantee:

Clear guarantees your satisfaction with the results of the executive-level recruitment for a period of two (2) years if the selected candidate is chosen from one of the eight (8) semi-finalists mutually agreed upon by both the Organization and Clear. Should you not be satisfied, Clear will repeat the entire recruitment process once more, charging only for expenses incurred.

Service Guaranteed includes:

- Termination of professional with or without cause
- Voluntary resignation of professional

Expenses in the event of a repeat search shall include:

- Ad placements, as approved by the organization, will be billed back at actual cost with no markup for overhead.
- Up to two (2) multi-day onsite visits by one Recruiter to the Organization, Meals are billed back at a per diem rate of \$15 for breakfast, \$20 for lunch, and \$30 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead.

If the Organization desires any supplemental services not mentioned in the service section above, an estimate of the cost and hours to be committed will be provided at that time, and no work shall be done without approval.



Clear Career Professionals

Agreement for Executive Level Recruitment Services

Terms and Conditions:

- The Organization reserves the right to terminate this agreement at any time upon giving Clear seven days advanced written notice to Clear, Attn: Michael Boese, 3000 Custer Road #270191, Plano, Texas 75075 or by email to Michael@clearcareerpro.com. In such an event, Clear will be compensated for all work completed up to and through the date of termination.
- The Organization acknowledges that the nature of executive recruitment is such that Clear engages in discussions with prospects throughout the process who may or may not ultimately become a candidate, and that Clear is utilizing its proprietary network of relationships to identify and engage prospective candidates, and that premature release of such proprietary information, including names of prospective candidates who Clear may be having conversations with as part of the recruitment process, may be damaging to the prospects and Clear. Accordingly, the Organization acknowledges and, to the extent provided by law, agrees that all information related to this search is proprietary, and remains the property of and under the exclusive control of Clear, regardless of whether such information has been shared with the Organization or not, including all decisions regarding release of information, until such time that a finalist is named. At the time finalists are determined, all information related to the finalists shall become the property of the Organization and all decisions regarding public disclosure shall be determined by the Organization, except that psychometric assessments, questionnaires, and any information produced by Clear is proprietary and shall not become the property of the Organization or subject to disclosure. If the Organization receives an open records request, the Organization shall notify and share the request with Clear in writing as soon as possible but within no more than three (3) business days of receipt. The Organization shall provide sufficient time for Clear to notify and provide advance notice to the impacted individuals prior to the Organization releasing the required information with protected information redacted.

Approved and agreed to, this the _____ day of _____, 2024 by and between

Michael Boese, President (Clear)

City of Kingsville

**OPTION #3-
STRATEGIC
GOVERNMENT
RESOURCES**

PROPOSAL FOR EXECUTIVE RECRUITMENT SERVICES

**City Manager
City of Kingsville, Texas**

December 6, 2024

This proposal is valid for 60 days

Strategic Government Resources
P.O. Box 1642, Keller, Texas 76244
Office: 817-337-8581

JJ Peters, President of Executive Recruitment
JJPeters@GovernmentResource.com





December 6, 2024

Hon. Mayor Sam Fugate & City Commission
City of Kingsville, Texas

Dear Mayor Fugate & Commissioners,

Thank you for the opportunity to submit this proposal to assist the City of Kingsville in your recruitment for a new City Manager. At SGR, we take pride in our unique ability to provide personalized and comprehensive recruitment services to meet your specific needs.

We would like to highlight some key aspects that set SGR apart from other recruitment firms and enable us to reach the most extensive and diverse pool of applicants available:

- SGR is a recognized thought leader in local government management and is actively engaged in local government operations, issues, and best management practices.
- SGR has conducted executive recruitments for over 450 local government clients in 37 states, and we value the long-term relationships we have developed with many of our clients who continue to partner with us on future recruitment needs.
- We have a broad community of over 19,000 followers on LinkedIn, one platform we utilize to connect with a wide range of active and passive candidates across the nation.
- Our Servant Leadership e-newsletter, with a subscriber base of over 35,000 in all 50 states, announces all SGR recruitments, further extending our reach. Your position will also be posted on SGR's website and our Job Board.
- In addition, SGR sends targeted emails to our opt-in Job Alert subscriber database including over 5,000 city/county management professionals.

We are happy to provide references upon request. We are enthusiastic about the prospect of conducting this recruitment for the City of Kingsville, and we are available to schedule a meeting at your convenience to discuss further.

Respectfully submitted,

Jeri J. Peters, President of Executive Recruitment
JJPeters@GovernmentResource.com

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About SGR

Strategic Government Resources, Inc. (SGR) exists to help local governments become more successful by recruiting, assessing, and developing innovative, collaborative, and authentic leaders. SGR was incorporated in Texas in 2002 with the mission to facilitate innovative leadership in local government. SGR is fully owned by former City Manager Ron Holifield, who spent two high-profile decades in city management and served as a City Manager in several cities.

SGR's business model is truly unique. Although we are a private company, SGR operates like a local government association. Most of SGR's principals are former local government officials, allowing SGR to bring a perspective and depth of local government expertise to every project that no other firm can match.

SGR's Core Values are Customer Service, Integrity, Philanthropy, Continuous Improvement, Agility, Collaboration, Protecting Relationships, and the Golden Rule.

SGR is a full-service firm, specializing in providing solutions for local governments in the areas of recruitment and retention, leadership development and training, innovation and future readiness, and everything in between.

With 28 full-time employees, 27 recruiters, 16 facilitators, and multiple consultants who function as subject matter experts on a variety of projects, SGR offers comprehensive expertise.

The company operates as a fully remote organization, with team members located in Texas, Arizona, California, Colorado, Florida, Georgia, Maine, Montana, Nevada, New York, North Carolina, Ohio, Oklahoma, Oregon, and South Carolina.

View all SGR team members and their bios at: <https://sgr.pub/MeetTeamSGR>.

SGR's Unique Qualifications

Extensive Network of Prospects

SGR is intent on being a leader in executive recruitment and firmly believes in the importance of proactively building a workforce that reflects the diversity of the communities we serve. We leverage an extensive and diverse network to reach potential applicants.

- Your position will be announced in SGR's Servant Leadership e-newsletter, which reaches over 35,000 subscribers across all 50 states.
- We will send targeted emails to over 5,000 opt-in subscribers of SGR's City/County Manager Job Alerts.
- Your position will appear on SGR's Website, <https://sgr.pub/SGRWebsite>, which attracts approximately 20,000 visitors per month.
- Your position will be posted on SGR's Job Board, <https://sgr.pub/SGRJobBoard>, which typically has over 2,000 job listings at any given time and receives approximately 16,000 unique visitors per month.
- SGR implements a comprehensive social media marketing campaign that includes custom-made graphics and distribution on SGR's LinkedIn page.
- We frequently collaborate with various local government associations, including the League of Women in Government, Alliance for Innovation, and the National Forum for Black Public Administrators.
- Approximately 65% of semifinalists selected by our clients learn about open recruitments through our website, servant leadership e-newsletter, job board, job alert emails, social media, or personal contact.

Collective Local Government Experience

Our recruiters have decades of experience in local government, as well as regional and national networks of relationships. Our executive recruiters leverage the professional networks of all SGR recruiters when recruiting for a position, enabling outreach to a wide and diverse array of prospective applicants. SGR team members are active on a national basis in local government organizations and professional associations. Many SGR team members frequently speak and/or write on issues of interest to local government executives. SGR can navigate relevant networks as both peers and insiders.

Listening to Your Unique Needs

SGR devotes significant time to actively listening to your organization and helping you define and articulate your needs. We work diligently to conduct a comprehensive recruitment process tailored specifically to your organization. SGR dedicates a prodigious amount of energy to understanding your organization's unique culture, environment, and local issues to ensure an alignment in terms of values, philosophy, and management style perspectives.

While we have established systems for achieving success, we are a “boutique” firm capable of adapting to meet a client's specific needs and providing insights on the pros and cons of their preferred approach.

Trust of Candidates

SGR has a track record of providing remarkable confidentiality and wise counsel to candidates and next-generation leaders, earning their trust. As a result, we can bring exceptional prospects to the applicant pool. Candidates trust SGR to assess the situation accurately, communicate honestly, and maintain their confidentiality to the greatest extent possible.

Accessibility and Communication

Your executive recruiter will keep you informed of the search status and will be readily accessible throughout the recruitment process. Candidates and clients can reach the recruiter at any time via cell phone or email. Additionally, the recruiter maintains communication with active applicants, ensuring they are well-informed about the community and the opportunity.

Comprehensive Evaluation and Vetting of Candidates

SGR offers a comprehensive screening process designed to ensure a thorough understanding of candidate backgrounds and to minimize surprises. Our vetting process for a full-service recruitment includes the following key components:

- Prescreening questions and technical review of resumes
- Cross-communication among our recruiters regarding candidates who have been involved in previous searches, providing greater insight into their background and skills.
- Written questionnaires to gain insights beyond what is available through a resume.
- Recorded one-way semifinalist interviews.
- All-inclusive media reports that far surpass automated Google/LexisNexis searches, tailored to each candidate based on their previous places of residence and work.
- Thorough, automated, and anonymous reference checks that provide feedback on candidates from a well-rounded group of references.
- Background checks completed by a licensed private investigation firm.

Executive Recruitment Clients

SGR has partnered on executive recruitments with more than 450 local government clients in 37 states. We take great pride in the long-term relationships we have developed with many of our clients who continue to partner with us on future recruitment needs.

View a full list of our Executive Recruitment Clients at: <https://sgr.pub/ERClientList>.

DEI in Recruitments

SGR is deeply committed to equal employment opportunity and considers it an ethical imperative. We unequivocally reject any form of bias, expecting that candidates be assessed solely based on their ability to perform the job. Encouraging underrepresented demographic groups to apply is a vital aspect of our commitment. While we cannot guarantee the composition of semifinalist or finalist groups, SGR actively fosters relationships and contacts on a national scale to ensure meaningful participation of underrepresented groups. Our recruitment process is consistently evaluated and refined to incorporate a focus on equity and inclusion.

Statistics are a testament to our commitment to diversity and inclusion. In our 2023 placements, 31% of candidates were female and 23% indicated they were a person of color. Our internal hiring practices are designed to attract diverse talent from various backgrounds and experiences. We understand the importance of words, ensuring our recruitment materials are inclusive and reflect an equity-focused perspective.

We also actively recommend advertising placements to attract a diverse applicant pool, leveraging partnerships with organizations such as the League of Women in Government, the Local Government Hispanic Network, and the National Forum of Black Public Administrators. Tracking candidate demographic data helps us proactively recruit traditionally underrepresented candidates for senior management positions in local government. We welcome feedback from our clients and candidates, using post-recruitment surveys to refine our processes and outcomes.

Project Personnel

Lissa Barker, Senior Vice President

LissaBarker@GovernmentResource.com

Cell: 817-266-0647



Lissa Barker became part of the SGR team in February of 2018, with a focus on executive recruitment and sourcing for challenging-to-fill positions.

Prior to joining SGR, Lissa's focus was in talent acquisition and workforce management in the corporate environment, where she led a recruiting team in the delivery of talent acquisition for a broad range of positions, from niche roles to Director and CXO level positions. She was named Perot Systems Corporation Recruiter of the Year in 2006 where she played an integral role as a liaison with both the sales and service delivery teams in support of both creation of staffing models and fulfillment of critical positions.

Lissa graduated summa cum laude from Texas A&M University with a Bachelor of Science degree in Biomedical Science.

Approach and Methodology

A full-service recruitment typically entails the following steps:

- 1. Organization/Position Insight and Analysis**
 - Project Kickoff Meeting and Develop Anticipated Timeline
 - Stakeholder Interviews and Listening Sessions
 - Develop Recruitment Brochure
- 2. Recruitment Campaign and Outreach to Prospective Applicants**
 - Advertising and Marketing
 - Communication with Prospective Applicants
 - Communication with Active Applicants
- 3. Initial Screening and Review by Executive Recruiter**
- 4. Search Committee Briefing to Review Applicant Pool and Select Semifinalists**
- 5. Evaluation of Semifinalists**
 - Written Questionnaires
 - Recorded One-Way Semifinalist Interviews
 - Media Searches - Stage 1, as described below
- 6. Search Committee Briefing to Select Finalists**
- 7. Evaluation of Finalists**
 - Comprehensive Media Searches - Stage 2, as described below
 - Background Investigation Reports
 - DiSC Management Assessments (if desired, supplemental cost)
 - First Year Plan or Other Advanced Exercise
 - Press Release Announcing Finalists (if requested)
- 8. Interview Process**
 - Face-to-Face Interviews
 - Stakeholder Engagement (if desired)
 - Deliberations
 - Reference Checks (may occur earlier in process)
- 9. Negotiations and Hiring Process**
 - Determine Terms of an Employment Offer
 - Negotiate Terms and Conditions of Employment
 - Press Release Announcing New Hire (if requested)

Step 1: Organization/Position Insight and Analysis

Project Kickoff Meeting and Develop Anticipated Timeline

SGR will meet with the organization at the outset of the project to discuss the recruitment strategy and timeline. At this time, SGR will also request that the organization provide us with photos and information on the community, organization, and position to assist us in drafting the recruitment brochure.

Stakeholder Interviews and Listening Sessions

Stakeholder interviews and listening sessions are integral to SGR's approach. SGR devotes tremendous energy to understanding your organization's unique culture, environment, and goals to ensure you get the right match for your specific needs. Obtaining a deep understanding of your organizational needs is the crucial foundation for a successful executive recruitment. In collaboration with the organization, SGR will compile a list of internal and external stakeholders to meet with regarding the position. These interviews and listening sessions will identify potential issues that may affect the dynamics of the recruitment and contribute to a comprehensive understanding of the position, special considerations, and the political environment. This process fosters organizational buy-in and will assist us in creating the position profile.

Develop Recruitment Brochure

After the stakeholder meetings, SGR will develop a recruitment brochure, which will be reviewed and revised in partnership with your organization until we are in agreement that it accurately represents the sought-after leadership and management attributes.

To view sample recruitment brochures, please visit:

<https://sgr.pub/OpenRecruitments>

Step 2: Recruitment Campaign and Outreach to Prospective Applicants

Advertising and Marketing

The Executive Recruiter and the client work together to determine the best ways to advertise and recruit for the position. SGR's Servant Leadership e-newsletter, with a reach of over 35,000 subscribers in all 50 states, will announce your position. Additionally, we will send targeted emails to opt-in subscribers of SGR's Job Alerts, and your position will be posted on SGR's website and Job Board. SGR provides a comprehensive social media marketing campaign that includes custom-made graphics and distribution on SGR's LinkedIn page. Furthermore, we will provide a recommended list of ad placements to be approved by the client, targeting the most effective venues for reaching qualified candidates for that particular position.

Communication with Prospective Applicants

SGR maintains regular communication with interested prospects throughout the recruitment process. Outstanding candidates often conduct thorough research on the available position before submitting their resumes.

As a result, we receive a significant number of inquiries, and it is crucial for the executive search firm to be well-prepared to respond promptly, accurately, and comprehensively, while also offering a warm and personalized approach. This initial interaction is where prospective candidates form their first impression of the organization, and it is an area in which SGR excels.

Communication with Active Applicants

Handling the flow of resumes is an ongoing and significant process. On the front end, it involves tracking resumes and promptly acknowledging their receipt. It also involves timely and personalized responses to any questions or inquiries. SGR maintains frequent communication with applicants to ensure they remain enthusiastic and well-informed about the opportunity. Additionally, SGR communicates with active applicants, keeping them informed about the organization and community.

Step 3: Initial Screening and Review by Executive Recruiter

SGR uses a triage process to identify high-probability, medium-probability, and low-probability candidates. This triage ranking is focused on overall assessment based on interaction with the applicant, qualifications, any known issues concerning previous work experience, and evaluation of cultural fit with the organization.

In contrast with the triage process mentioned above, which focuses on subjective assessment of the resumes and how the candidates present themselves, we also evaluate each candidate to ensure that the minimum requirements of the position are met and determine which preferred requirements are satisfied. This sifting process examines how well candidates' applications align with the recruitment criteria outlined in the position profile.

Step 4: Search Committee Briefing to Review Applicant Pool and Select Semifinalists

At this briefing, SGR will conduct a comprehensive presentation to the Search Committee and facilitate the selection of semifinalists. The presentation will include summary information on the process to date, outreach efforts, the candidate pool demographics, and any identified trends or issues. Additionally, a briefing on each candidate and their credentials will be provided.

Step 5: Evaluation of Semifinalists

The review of resumes is a crucial step in the executive recruitment process. However, resumes may not fully reveal an individual's personal qualities and their ability to collaborate effectively with others. In some instances, resumes might also tend to exaggerate or inflate accomplishments and experience.

At SGR, we understand the significance of going beyond the surface level of a resume to ensure that candidates who progress in the recruitment process are truly qualified for the position and a suitable match for the organization. Our focus is to delve deeper and gain a comprehensive understanding of the person behind the resume, identifying the qualities that make them an outstanding prospect for your organization.

During the evaluation of semifinalist candidates, we take the initiative to follow up when necessary, seeking clarifications or additional information as needed. This approach ensures that we present you with the most qualified and suitable candidates for your unique requirements. At SGR, our ultimate goal is to match your organization with individuals who possess not only the necessary qualifications but also the qualities that align with your organizational culture and values.

Written Questionnaires

As part of our thorough evaluation process, SGR will request semifinalist candidates to complete a comprehensive written exercise. This exercise is designed to gain deeper insight into the candidates' thought processes and communication styles. Our written instrument is customized based on the priorities identified by the Search Committee. The completed written instrument, along with cover letters and resumes submitted by the candidates, will be included in the semifinalist briefing book.

Recorded One-Way Semifinalist Interviews

Recorded one-way interviews will be conducted for semifinalist candidates. This approach provides an efficient and cost-effective way to gain additional insights to aid in selecting finalists to invite for an onsite interview. The interviews allow the Search Committee to evaluate technological competence, demeanor, verbal communication skills, and on-camera presence. Additionally, virtual interviews provide an opportunity for the Search Committee to ask candidates questions on specific topics of special interest.

Media Searches - Stage 1

"Stage 1" of our media search process involves the use of the web-based interface Nexis Diligence™. This platform is an aggregated subscription-based platform that allows access to global news, business, legal, and regulatory content. These media reports at the semifinalist stage have proven helpful by uncovering issues that may not have been previously disclosed by prospective candidates. The recruiter will communicate any "red flags" or noteworthy media coverage to the Search Committee as part of the review of semifinalists with the Search Committee.

Step 6: Search Committee Briefing to Select Finalists

Prior to this briefing, SGR will provide the Search Committee with a briefing book on the semifinalist candidates via an electronic link. The briefing book includes cover letters, resumes, and completed questionnaires.

If applicable, a separate email with the link to view the recorded online interviews is sent to the Search Committee. The objective of this meeting is to narrow the list to finalists who will be invited to participate in onsite interviews.

Step 7: Evaluation of Finalists

Comprehensive Media Searches - Stage 2

“Stage 2” of our media search process includes the web-based interface Nexis Diligence™, supplemented by Google as an additional tool. By combining both resources, we offer an enhanced due diligence process to our clients, enabling efficient and thorough vetting of candidates and minimizing the risk of overlooking critical information. The Stage 2 media search consists of a more complex search, encompassing social media platforms, and has proven to be instrumental in identifying potential adverse news about the candidate that may not have been disclosed previously. The media search provides the Search Committee with an overview of the candidate’s press coverage throughout their career. View a sample media report at: <https://sgr.pub/SGRMediaReport>.

Background Investigation Reports

Through SGR’s partnership with a licensed private investigation firm, we are able to provide our clients with comprehensive background screening reports that include the detailed information listed below. View a sample background report at: <https://sgr.pub/SGRBackgroundReport>.

- Social security number trace
- Address history
- Driving record (MVR)
- Federal criminal search
- National criminal search
- Global homeland security search
- Sex offender registry search
- State criminal court search for states where candidate has lived in previous 10 years
- County wants and warrants for counties where candidate has lived or worked in previous 10 years
- County civil and criminal search for counties where candidate has lived or worked in previous 10 years
- Education verification
- Employment verification for previous 10 years (if requested)
- Military verification (if requested)
- Credit report (if requested)

DiSC Management Assessments (if desired, supplemental cost)

SGR utilizes the DiSC Management assessment tool, which is among the most validated and reliable personal assessment tools available. The DiSC Management assessment provides a comprehensive analysis and report on the candidate’s preferences in five crucial areas: management style, directing and delegating, motivation, development of others, and working with their own manager. View a sample report at: <https://sgr.pub/SGRDiSCReport>.

For assessments of more than two candidates, a DiSC Management Comparison Report is included, offering a side-by-side view of each candidate's preferred management style. View a sample comparison report at: <https://sgr.pub/SGRDiSCCompare>.

First-Year Plan or Other Advanced Exercise

SGR will collaborate with your organization, if desired, to create an advanced exercise for the finalist candidates. One such example is a First-Year Plan, where finalist candidates are encouraged to develop a first-year plan based on their current understanding of the position's opportunities and challenges. Other exercises, such as a brief presentation on a topic to be identified by the Recruiter and Search Committee, are also typically part of the onsite interview process to assess finalists' communication and presentation skills, as well as critical analysis abilities.

Step 8: Interview Process

Face-to-Face Interviews

SGR will arrange interviews at a date and time convenient for your organization. This process can be as straightforward or as elaborate as your organization desires. SGR will aid in determining the specifics and assist in developing the interview schedule and timeline. We will provide sample interview questions and participate throughout the process to ensure it runs smoothly and efficiently.

Stakeholder Engagement

At the discretion of the Search Committee, we will closely collaborate with your organization to involve community stakeholders in the interview process. Our recommendation is to design a specific stakeholder engagement process after gaining deeper insights into the organization and the community. As different communities require distinct approaches, we will work together to develop a tailored approach that addresses the unique needs of the organization.

Deliberations

SGR will facilitate a discussion about the finalist interviews and support the Search Committee in making a hiring decision or determining whether to invite one or more candidates for a second interview.

Reference Checks

SGR uses a progressive and adaptive automated reference check system to provide insights on candidates' soft skills from a well-rounded group of references. References may include elected officials, direct supervisors, direct reports, internal organizational peers, professional peers in other organizations, and civic leaders. SGR's reference check platform is anonymous, proven to encourage more candid and truthful responses, thus providing organizations with more meaningful and insightful information on candidates. SGR delivers a written summary report to the organization once all reference checks are completed. The timing of reference checks may vary depending on the specific search process and situation. If finalists' names are made public prior to interviews, SGR will typically contact references before the interview process. If the finalists' names are not made public prior to interviews, SGR may wait until the organization has selected its top candidate before contacting references to protect candidate confidentiality.

Step 9: Negotiations and Hiring Process

Determine Terms of an Employment Offer

Upon request, SGR will provide draft employment agreement language and other helpful information to aid in determining an appropriate offer to extend to your preferred candidate.

Negotiate Terms and Conditions of Employment

SGR will assist to whatever degree you deem appropriate in conducting negotiations with the chosen candidate. SGR will identify and address any special needs or concerns of the selected candidate, including potential complicating factors. With our experience and preparedness, SGR is equipped to facilitate win-win solutions to resolve negotiation challenges.

Press Release (if requested)

Until employment negotiations are finalized, you should exercise caution to avoid the embarrassment of a premature announcement that may not materialize. It is also considered best practice to notify all senior staff and unsuccessful candidates before any media exposure. SGR will assist in coordinating this process and in crafting any necessary announcements or press releases.

Satisfaction Surveys

SGR is committed to following the golden rule, which means providing prompt, professional and excellent communication while always treating every client with honor, dignity and respect. We request clients and candidates to participate in a brief and confidential survey after the completion of the recruitment process. This valuable feedback assists us in our ongoing efforts to improve our processes and adapt to the changing needs of the workforce.

Post-Hire Services

As part of our commitment to ensuring long-term success, SGR is pleased to offer a complimentary, four-hour, leadership development workshop for your organization within 12 months of the successful completion of the executive search. SGR Executive Recruitment clients would be responsible for the travel costs associated with facilitation only—no professional fee (a cost savings of up to \$4,750)! Leadership development workshops are designed to support the newly appointed leader and foster a servant leadership culture within your team, enhancing collaboration and alignment across the organization. Standard leadership development workshops include the following topics:

- Creating a Servant Leadership Culture
- Governance
- Team Building
- Strategic Planning
- Strategic Visioning

For additional information on our leadership development workshops, please email training@governmentresource.com or visit <https://www.governmentresource.com/leadership-development-training-resources/workshops-retreats>

We offer additional post-hire services such as executive coaching, team-building retreats, and performance review assistance at the six-month or one-year mark. For more information or to request a customized proposal, please visit <https://www.governmentresource.com/leadership-development-training-resources>.

Typical Timeline *

The timeline below is an example only, and we will work with you to finalize and approve a timeline, with adjustments made if needed after the position is posted.

Initial Steps Prior to Posting Position:	
<ul style="list-style-type: none"> • Contract Execution • Kickoff Meeting to Discuss Recruitment Strategy and Timeline • Organization/Position Insight and Analysis • Stakeholder Interviews and Listening Sessions • Deliverable: Draft Recruitment Brochure • Deliverable: Recommended Ad Placements • Organization Approves Ad Placements • Search Committee Reviews and Approves Brochure 	<p><i>Timing varies and usually takes a minimum of 2-3 weeks.</i></p>

Task	Week
<ul style="list-style-type: none"> • Post Position and Firm up Timeline • Recruitment Campaign and Outreach to Prospective Applicants • Initial Screening and Review by Executive Recruiter 	Weeks 1-4
<ul style="list-style-type: none"> • Search Committee Briefing to Review Applicant Pool and Select Semifinalists 	Week 5
<ul style="list-style-type: none"> • Questionnaires • Recorded One-Way Semifinalist Interviews • Media Searches - Stage 1, as described in Approach/Methodology 	Week 6
<ul style="list-style-type: none"> • Deliverable: Semifinalist Briefing Books via Electronic Link • Deliverable: Recorded Online Interviews, if applicable 	Week 7
<ul style="list-style-type: none"> • Search Committee Briefing to Select Finalists 	Week 8
<ul style="list-style-type: none"> • Comprehensive Media Searches - Stage 2, as described in Approach/Methodology • Background Investigation Reports • Disc Management Assessments (if desired, supplemental cost) • First-Year Plan or Other Advanced Exercise (if desired) 	Weeks 9-10
<ul style="list-style-type: none"> • Deliverable: Finalist Briefing Books via Electronic Link 	Week 11
<ul style="list-style-type: none"> • Face-to-Face Interviews • Stakeholder Engagement (if desired) • Deliberations • Reference Checks (may occur earlier in process) • Negotiations and Hiring Process 	Week 12

** Timeline is dependent upon Search Committee availability and Holidays. Organization agrees to timely provide photos/graphics and information necessary to develop recruitment brochure, narrow candidate field, and conduct candidate screening; failure to do so, may in SGR's reasonable discretion, extend timeline and can negatively impact the outcome of the process.*

Fee Proposal

Not-to-Exceed Price: \$27,900

Not-to-Exceed Price is comprised of:

- **Fixed Fee of \$25,400**
- **Up to \$2,500 in Ad Placements (billed at actual cost)**

The Fixed Fee includes:

- Stakeholder Interviews and Listening Sessions
- Production of a Professional Recruitment Brochure
- Recruitment Campaign and Outreach:
 - Outreach to Prospective Applicants
 - Custom Graphics for Email and Social Media Marketing
 - Announcement in SGR's Servant Leadership e-Newsletter
 - Post on SGR's Website
 - Ad on SGR's Job Board
 - Two (2) Targeted Job Blasts to SGR's Opt-In Subscriber Database
 - Promotion on SGR's LinkedIn
- Application Management, Screening, and Evaluation
- Semifinalist Evaluation:
 - Questionnaires for up to 15 Semifinalists
 - Recorded One-Way Interviews for up to 15 Semifinalists
 - Media Searches – Stage 1 Reports for up to 15 Semifinalists
- Semifinalist Briefing Books via Electronic Link
- Comprehensive Stage 2 Media Reports for up to Five (5) Finalists
- Background Investigation Reports for up to Five (5) Finalists
- Finalist Briefing Books via Electronic Link
- Reference Checks for up to Five (5) Finalists
- Up To Two (2) Onsite Visits by the Recruiter for 1-3 days each, Inclusive of Travel Costs

Reimbursable Expenses included in the not-to-exceed price:

- Ad placements up to \$2,500 will be billed at the actual cost with no markup for overhead and are incorporated into our not-to-exceed price.

Reimbursable Expenses not included in the not-to-exceed price:

- Ad placements over and above \$2,500 will be billed back at actual cost with no markup for overhead.

Supplemental Services/Other Expenses not included in the fixed or not-to-exceed price:

- There may be additional charges for substantial and substantive changes made to the recruitment brochure after the brochure has been approved by the Organization and the position has been posted online. Organization would be notified of any supplemental costs prior to changes being made.
- At your request, SGR can conduct an online stakeholder survey for \$1,500 to help identify key issues or priorities that you may want to consider prior to launching the search. SGR provides recommended survey questions and sets up an online survey. Stakeholders are directed to a web page or invited to take the survey by email. A written summary of results is provided to the Organization. Please note that this type of survey may extend the recruitment timeline.
- Online interviews over and above the 15 included in the Fixed Fee - \$250 per candidate.
- Additional comprehensive stage 2 media reports over and above the maximum of five (5) included in the fixed price above - \$750 per candidate.
- Additional background investigation reports over and above the maximum of five (5) included in the fixed price above - \$500 per candidate.
- Additional reference checks over and above the maximum of five (5) included in the fixed price above - \$250 per candidate.
- DiSC Management assessments - \$175 per candidate.
- Semifinalist and finalist briefing materials will be provided to the Organization via an electronic link. Should the Organization request printing of those materials, the reproduction and shipping of briefing materials will be outsourced and be billed back at actual cost.
- Additional onsite visits by the recruiter over and above the two (2) onsite visits included in the fixed price are an additional cost. Travel time and onsite time are billed at a professional fee of \$1,000 per day. Meals are billed back at a per diem rate of \$15 for breakfast, \$20 for lunch, and \$30 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost with no markup for overhead.
- SGR Executive Recruitment clients wishing to utilize the complimentary leadership development workshop would be responsible for the travel costs associated with facilitation only. Meals are billed back at a per diem rate of \$15 for breakfast, \$20 for lunch, and \$30 for dinner. Mileage will be reimbursed at the then-current IRS rate. All other travel-related expenses are billed back at actual cost with no markup for overhead.
- The organization bears the cost of candidate travel, and candidates are reimbursed directly by the organization.

- If the organization desires any supplemental services not mentioned in this fee proposal, an estimate of the cost will be provided at that time, and no work shall be done without approval.

Billing

SGR will bill the fixed fee in four (4) installments: 30% upon contract execution, 30% after the applicant pool is presented, 30% after finalist interviews, and 10% upon acceptance of employment. Ad placement expenses and supplemental services/other expenses will be billed as incurred or provided. Balances that are unpaid after the payment deadline are subject to a fee of 5% per month or the maximum lawful rate, whichever is less, on the owed amount every month, charged monthly until the balance is paid.

Terms and Conditions

- The organization agrees not to discriminate against any candidate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital status, or any other basis that is prohibited by federal, state, or local law.
- The organization agrees to refer all prospective applicants to SGR and not to accept applications independently during the recruitment process.
- The organization agrees to provide SGR with any candidates that were previously accepted as applicants for the given position before engaging SGR to conduct the recruitment for the subject position.
- If the organization wishes to place ads in local, regional, or national newspapers, the organization shall be responsible for paying directly for the ads and for placing the ads using language provided by SGR.
- The organization bears the cost of candidate travel, and candidates are reimbursed directly by the organization.

Placement Guarantee

SGR is committed to your satisfaction with the results of our full service recruitment process. If, for any reason, you are not satisfied, we will repeat the entire process one additional time, and you will be charged only for expenses as described in the Fee Proposal under Supplemental Services. Additionally, we promise not to directly solicit any candidate selected under this engagement for another position while they are employed with your organization.

In the event that you select a candidate fully vetted by SGR, who subsequently resigns or is released for any reason within 12 months of their hire date, we are committed to conducting a one-time additional executive search to identify a replacement. In this case, you will only be charged for related expenses as described in the Fee Proposal.

If your organization circumvents SGR's recruitment process and selects a candidate who did not participate in the full recruitment process, the placement guarantee will be null and void. Additionally, SGR does not provide a guarantee for candidates placed as a result of a partial recruitment effort or limited scope recruitment.

City & County Management Recruitments, 2019-Present

In Progress

- Corsicana, Texas (pop. 25,000) – City Manager
- Heath, Texas (pop. 10,400) – City Manager
- Marshall, Texas (pop. 23,500) – City Manager
- Marysville, Kansas (pop. 3,500) - City Administrator
- Miami, Oklahoma (pop. 13,000) - City Manager
- New Smyrna Beach, Florida (pop. 32,000) - City Manager
- Perryton, TX (pop. 8,500) - City Manager
- Scarsdale, New York (pop. 18,000) - Village Manager
- Springfield, Missouri (pop. 170,000) - City Manager
- Treasure Island, Florida (pop. 6,500) - City Manager

2024

- Coffeyville, Kansas (pop. 9,000) - City Manager
- Duncan, Oklahoma (pop. 23,000) - City Manager
- DuPont, Washington (pop. 10,000) - City Administrator
- Edwardsville, Kansas (pop. 4,700) - City Manager
- Leander, Texas (pop. 80,000) - City Manager
- Leavenworth, Kansas (pop. 37,000) – City Manager
- Manhattan, Kansas (pop. 55,000) – City Manager
- Medford, Oregon (pop. 90,000) - City Manager
- Orono, Maine (pop. 11,000) - Town Manager
- San Juan County, Washington (pop. 18,000) - County Manager
- Topeka, Kansas (pop. 125,000) - City Manager
- New Rochelle, New York (pop. 82,000) – City Manager

2023

- Camp Verde, Arizona (pop. 12,000) - Town Manager
- Cleburne, Texas (pop. 33,000) - City Manager
- Bristol, Tennessee (pop. 27,000) - City Manager
- Dobbs Ferry, New York (pop. 11,000) - Village Administrator
- Gatesville, Texas (pop. 16,000) - City Manager
- Glastonbury, Connecticut (pop. 35,000) - Town Manager
- Great Bend, Kansas (pop. 15,000) - City Administrator

- Justin, Texas (pop. 5,000) - City Manager
- Lafayette, Colorado (pop. 30,000) - City Administrator
- Laredo, Texas (pop. 256,000) - City Manager
- Largo, Florida (pop. 84,000) - City Manager
- Lawton, Oklahoma (pop. 90,000) - City Manager
- Mexia, Texas (pop. 7,000) - City Manager
- Nassau Bay, Texas (pop. 5,000) - City Manager
- Navajo County, Arizona (pop. 106,000) - County Manager
- Ottawa, Kansas (pop. 12,500) - City Manager
- Parker, Arizona (pop. 3,500) - Town Manager
- Rowlett, Texas (pop. 68,000) - City Manager
- Shawnee, Kansas (pop. 69,000) - City Manager
- Snoqualmie, Washington (pop. 14,000) - City Administrator
- Snyder, Texas (pop. 11,000) - City Manager
- Stillwater, Oklahoma (pop. 48,000) - City Manager
- Trophy Club, Texas (pop. 13,000) - Town Manager
- Williston, North Dakota (pop. 29,000) - City Administrator

2022

- Aledo, Texas (pop. 5,500) - City Manager
- Blaine, Washington (pop. 6,000) - City Manager
- Crandall, Texas (pop. 4,000) - City Manager
- Dalhart, Texas (pop. 8,500) - City Manager
- Edinburg, Texas (pop. 100,000) - City Manager
- Fort Collins, Colorado (pop. 175,000) - City Manager
- Frisco, Colorado (pop. 3,000) - Town Manager
- Graham, Texas (pop. 8,000) - City Manager
- Hutto, Texas (pop. 40,000) - City Manager
- Johnston, Iowa (pop. 24,000) - City Administrator
- Kennebunk, Maine (pop. 11,000) - Town Manager
- Kennedale, Texas (pop. 9,000) - City Manager
- Ketchikan, Alaska (pop. 8,000) - City Manager/Public Utilities General Manager
- Klamath Falls, Oregon (pop. 22,000) - City Manager
- Leawood, Kansas (pop. 34,000) - City Administrator
- Levelland, Texas (pop. 14,000) - City Manager
- Live Oak, Texas (pop. 16,000) - City Manager
- Madisonville, Texas (pop. 4,500) - City Manager
- Manor, Texas (pop. 15,000) - City Manager

- Marshall, Texas (pop. 23,000) - City Manager
- Mineral Wells, Texas (pop. 15,000) - City Manager
- Mont Belvieu, Texas (pop. 8,000) - City Manager
- Montgomery, Texas (pop. 2,400) - City Administrator
- Nassau Bay, Texas (pop. 5,000) - City Manager
- Parkville, Missouri (pop. 7,000) - City Administrator
- Rocky Hill, Connecticut (pop. 21,000) - Town Manager
- Sunnyvale, Texas (pop. 8,000) - Town Manager
- Tolland, Connecticut (pop. 15,000) - Town Manager
- Walla Walla, Washington (pop. 34,000) - City Manager
- West Lake Hills, Texas (pop. 3,000) - City Administrator
- Wethersfield, Connecticut (pop. 26,000) - Town Manager
- Wickenburg, Arizona (pop. 7,500) - Town Manager

2021

- Bainbridge Island, Washington (pop. 25,000) - City Manager
- Breckenridge, Texas (pop. 5,000) - City Manager
- Bridgeport, Texas (pop. 6,500) - City Manager
- Briarcliff Manor, New York (pop. 8,000) - Village Manager
- Chandler, Arizona (pop. 270,000) - City Manager
- Chanhassen, Minnesota (pop. 27,000) - City Manager
- Chickasha, Oklahoma (pop. 16,000) - City Manager
- Choctaw, Oklahoma (pop. 12,000) - City Manager
- Clermont, Florida (pop. 44,000) - City Manager
- Flower Mound, Texas (pop. 79,000) - Town Manager
- Johnson City, Tennessee (pop. 65,000) - City Manager
- Kennett Square, Pennsylvania (pop. 6,000) - Borough Manager
- Lago Vista, Texas (pop. 8,000) - City Manager
- Lamar, Colorado (pop. 7,500) - City Administrator
- Monett, Missouri (pop. 9,000) - City Administrator
- North Port, Florida (pop. 77,000) - City Manager
- Port Chester, New York (pop. 30,000) - Village Manager
- Sherwood, Oregon (pop. 20,000) - City Manager
- Snoqualmie, Washington (pop. 14,000) - City Administrator
- Spokane, Washington (pop. 220,000) - City Administrator

2020

- Argyle, Texas (pop. 4,000) - Town Administrator

- Bay City, Texas (pop. 17,000) - City Manager
- Bedford, Texas (pop. 49,000) - City Manager
- Boerne, Texas (pop. 16,000) - City Manager
- Castroville, Texas (pop. 3,000) - City Administrator
- Clinton, Connecticut (pop. 13,500) - Town Manager
- Commerce, Texas (pop. 9,000) - City Manager
- Covington, Georgia (pop. 14,000) - City Manager
- DeSoto, Texas (pop. 56,000) - City Manager
- Duncanville, Texas (pop. 40,000) - City Manager
- Hutchinson, Kansas (pop. 42,000) - City Manager
- Hutto, Texas (pop. 30,000) - City Manager
- Iola, Kansas (pop. 5,500) - City Administrator
- Johns Creek, Georgia (pop. 84,000) - City Manager
- Joplin, Missouri (pop. 50,000) - City Manager
- Miami, Oklahoma (pop. 13,500) - City Manager
- Mission Hills, Kansas (pop. 3,500) - City Administrator
- Nacogdoches, Texas (pop. 33,000) - City Manager
- Santa Fe, Texas (pop. 13,000) - City Manager
- Tigard, Oregon (pop. 53,000) - City Manager
- Westworth Village, Texas (pop. 3,000) - City Administrator

2019

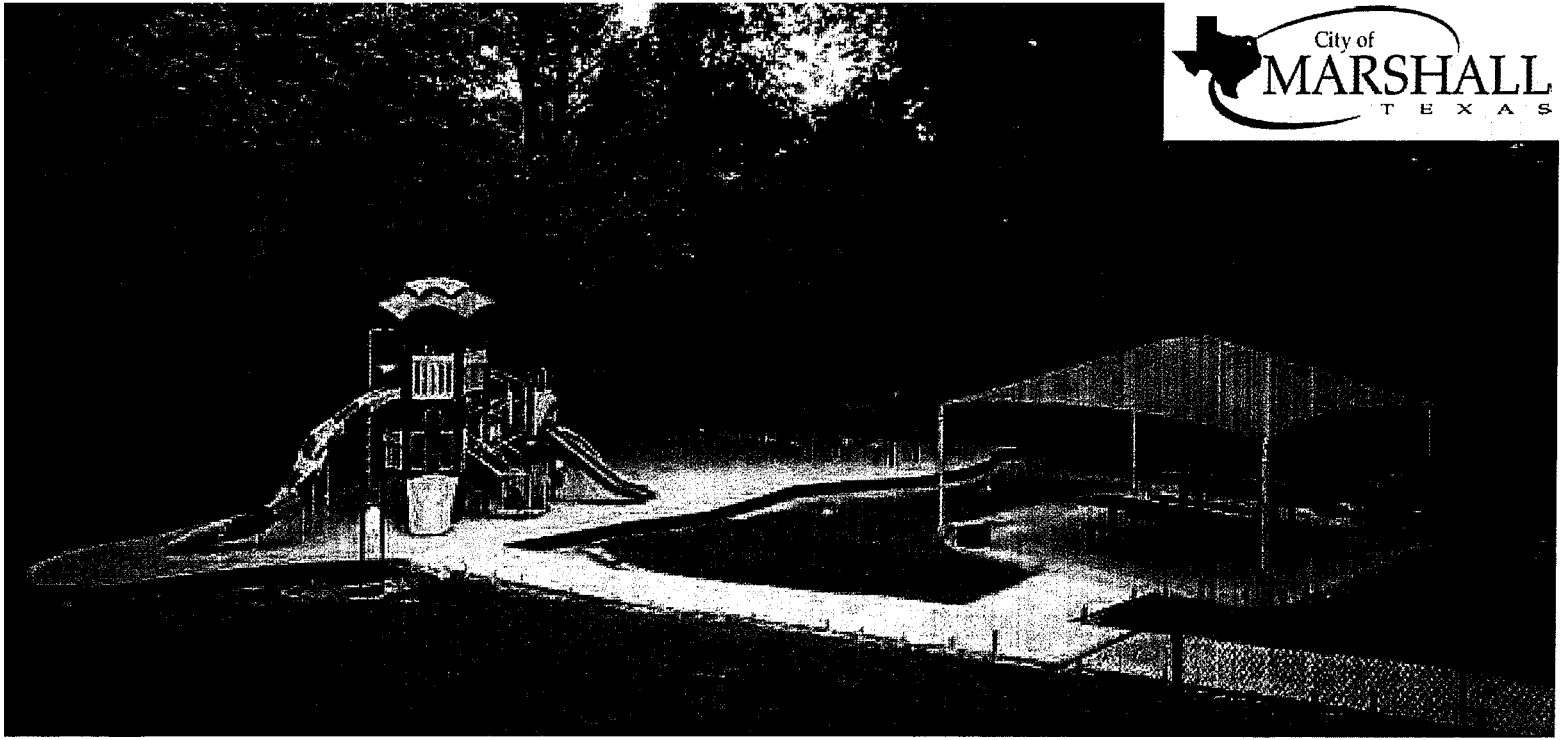
- Blaine, Minnesota (pop. 65,000) - City Manager
- Bullard, Texas (pop. 4,000) - City Manager
- Campbell County, Wyoming (pop. 46,000) - Commissioners' Administrative Director/County Administrator
- Canyon, Texas (pop. 15,000) - City Manager
- Copperas Cove, Texas (pop. 34,000) - City Manager
- Killeen, Texas (pop. 145,000) - City Manager
- Kingsville, Texas (pop. 26,000) - City Manager
- Lamar, Colorado (pop. 7,500) - City Administrator
- Lenexa, Kansas (pop. 55,000) - City Manager
- Mineral Wells, Texas (pop. 15,000) - City Manager
- Orange, Texas (pop. 19,000) - City Manager
- Palm Coast, Florida (pop. 86,000) - City Manager
- South Windsor, Connecticut (pop. 26,000) - Town Manager
- Springfield, Oregon (pop. 62,000) - City Manager
- Terrell, Texas (pop. 17,000) - City Manager

- Tolland, Connecticut (pop. 15,000) - Town Manager
- Vail, Colorado (pop. 5,000) - Town Manager
- Venus, Texas (pop. 5,000) - City Administrator
- Victoria, Texas (pop. 67,000) - City Manager
- West Lake Hills, Texas (pop. 3,000) - City Administrator



CITY MANAGER

EXECUTIVE
RECRUITMENT
PROVIDED BY 



THE COMMUNITY

Ideally situated in the heart of East Texas, just two hours east of Dallas, three hours north of Houston, and 45 minutes west of Shreveport, Marshall is part of the tri-state region — a socio-economic area comprised of 39 counties and parishes in Texas, Louisiana, and Arkansas. With a population of 23,676, it serves as the county seat for Harrison County, which has a population of 66,553.

The Mobilize Marshall Plan of Action was ratified by the City Council in 2019. Developed in conjunction with the citizens of Marshall, the plan includes redeveloping downtown, establishing a historic preservation ethic, supporting museums, exploring possibilities for establishing a cultural arts district, and adding new festivals and cultural programs.

Major employers in the area include Eastman Chemical Company, Trinity Industries, Marshall Independent School District, Christus Good Shepherd Medical Center, and Blue Cross Blue Shield of Texas.

Marshall Independent School District serves over 5,000 Pre-K to 12th-grade students across eight campuses. For those seeking higher education, several colleges and universities are nearby, including East Texas Baptist University, Wiley University, Texas State Technical College, and Panola College-Marshall. Students also commute to Kilgore College in Kilgore, Panola College in Carthage, and Letourneau University and the University of Texas at Tyler, both in nearby Longview.

Designated as a Main Street City, it is also a two-time recipient of the prestigious All-America City Award. The City's downtown area is replete with historic buildings and Texas culture. During the past two decades, the City has allocated millions toward investing in projects and infrastructure in the downtown area, including investment in retail and restaurants as well as streetscaping efforts to beautify the Downtown Corridor. Marshall is currently investing over \$5 million in parks upgrades. Marshall's CIP reflects ongoing investments in roads, utilities and buildings.

Downtown's Memorial City Hall Performance Center opened in late 2019. The home of Marshall's municipal government for more than 50 years, the historic building underwent extensive renovations. It is now a fully restored, state-of-the-art, 550-seat performance center with meeting and conference spaces, as well as a performance stage. The complex also houses a veterans' museum. These investments have served as a catalyst for increased economic development and redevelopment in the area.

Marshall is famous for its Wonderland of Lights festival, held each year during the Christmas season and is one of the largest light festivals in the U.S. The City is also home to a wealth of musical entertainment, including Boogie-Woogie, guitar picking, and electric jam.

MISSION, VISION & VALUES

MISSION

The City of Marshall is dedicated to providing high-quality services and preserving Marshall as a superior place in which to live, work, and thrive.

VISION

The City of Marshall is a safe, well-maintained, responsive, innovative, and financially sound community that celebrates families, and businesses.

VALUES

Customer Service

We take pride in being courteous, patient, humble, and professional in both our internal and external interactions.

Excellence

We strive for the best performance possible in all aspects of our service to citizens.

Honesty

We make ethical and well-intentioned decisions and provide transparency with information and insights.

Innovation

We are dedicated to continuous improvement by exploring new ideas, challenging the status quo, and committing to a growth mindset.

Efficiency

We value providing the best service to our residents with the most efficient and economical use of city resources.



GOVERNANCE & ORGANIZATION

Marshall is a home-rule city operating under a council-manager form of government with seven Council Members, including the Mayor, who serve staggered, four-year terms. The City Council hires a professional City Manager to oversee day-to-day operations and the activities of the organization's roughly 250 employees. They also appoint Marshall's City Judge, City Attorney, and City Secretary.

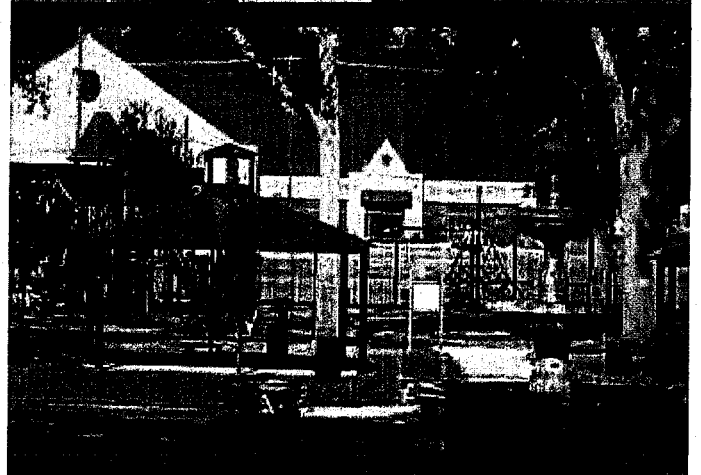
In 2020, Marshall completed a review of its 100-year-old Charter, and all recommendations from the review were approved by voters. At an inaugural in fall 2022, City leaders collaborated on and established nine strategic areas of focus to guide the organization's work and service. These include:

- Vibrant and Growing City
- Supportive and Engaged Community
- Fiscal Responsibility
- Collaborative Leadership
- Safe Community
- Resilient Infrastructure
- Valued Parks and Cultural Amenities
- High-Performing and Dynamic City Government
- Outstanding City Workforce

ABOUT THE POSITION

A direct report to the City Council, Marshall's City Manager is responsible for implementing the council's vision, policies, and directives and ensuring the efficient administration of City services.

The position oversees the enforcement of city ordinances, resolutions, and regulations, supervises the organization's department heads, and serves as the budget officer. Additionally, the new hire will make professional recommendations to the City Council regarding operations, financial conditions, customer service, and other matters. They also represent the organization and Marshall to community and regional leaders, civic organizations, state and federal agencies, and members of the media.



OPPORTUNITIES & CHALLENGES

The new City Manager will find Marshall to be a friendly, diverse community with a stable government, outstanding municipal services, and the usual challenges and opportunities characteristic of a thriving community.

The selected candidate will be tasked with developing long-term strategies to realize the City's mission of providing its citizens with an outstanding quality of life. This includes:

- Focusing on economic development and job creation/retention, particularly retaining college students after graduation and attracting young professionals to the community
- Creating and implementing plans to sustainably address the city's growing housing needs
- Addressing aging utility infrastructure and City facility needs, including short- and long-term capital plans
- Effectively addressing commercial and neighborhood blight issues
- Developing quality-of-life youth activities and opportunities

IDEAL CANDIDATE

The City of Marshall's next City Manager will be a proactive and visionary leader who will take the organization to the next level.

The right fit for this position has a strong customer service focus and will build trust, inspire and motivate others by example, promote teamwork, and unite the organization with a shared sense of purpose. They will be a morale and relationship builder with extraordinary people skills — and a strategic thinker with outstanding planning skills who can guide this diverse community on the path to sustainable growth while ensuring it retains its unique, small-town culture and traditions.

Experience with strategic planning, economic development, capital projects, and working with a limited budget would be especially valuable, as would an ability to identify and co-opt best practices, embrace emerging technology, enhance professionalism, and promote innovation. A highly ethical leader who values open and transparent government is strongly desired.

The chosen candidate must be a consensus builder and an exceptional communicator with excellent listening, problem-solving, and presentation skills. They should also be a collaborator skilled at building trust and rapport with the City Council, staff, residents, and community stakeholders. A leader who can present well-developed ideas and solutions to the governing body directly and confidently while maintaining respect and integrity is a must.

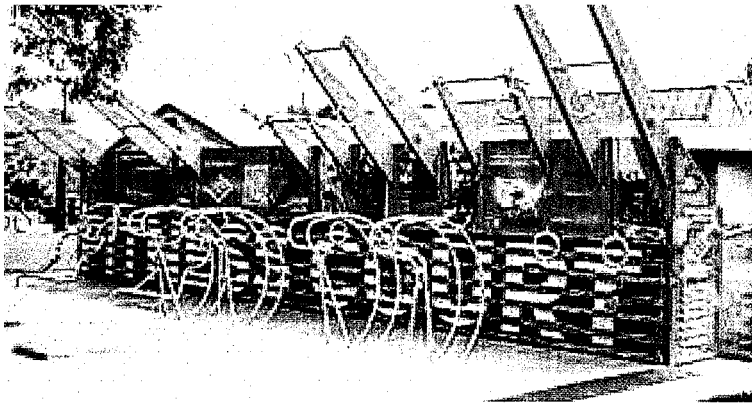
City leaders seek a City Manager who is a visible, active member of the community, both personally and professionally; a role model for staff; and someone who values input from citizens and community groups and demonstrates a willingness to build on existing relationships and forge new ones.

The ideal candidate will create and maintain a high-performance environment where all employees flourish and mentor others with a collaborative management style, building consensus and encouraging collaboration within and across departments. The ability to delegate with clarity and authority, hold staff accountable without micromanaging, and set clear expectations is vital.

EDUCATION & EXPERIENCE

This position requires a bachelor's degree, with a master's degree preferred. Candidates should also have six (6) to nine (9) years of progressively responsible supervisory and/or management experience as a director or management executive.

Experience in municipal government is required, and a proven record of strong fiscal management, project management, planning, economic development, and infrastructure management (funding and replacement) is preferred. Please also note that the selected candidate must establish residency within the Marshall city limits within six months of hire.



COMPENSATION & BENEFITS

The City of Marshall is offering a salary range of \$175,000 to \$195,000 for this position, depending on qualifications and experience. The organization's robust benefits package includes health, dental, vision, and life insurance, 12 paid holidays, and generous vacation and sick leave.

Marshall also participates in the Texas Municipal Retirement System, with a 7% employee contribution and a 2:1 City match.

APPLICATION PROCESS

[Please apply online](#)

For more information on this position, contact:

Lissa Barker, Senior Vice President

LissaBarker@governmentresource.com

817-266-0647



The City of Marshall, Texas, is an Equal Opportunity Employer and values diversity in its workforce. Applicants selected as finalists will be subject to a comprehensive background check.

RESOURCES

City of Marshall

marshalltexas.net

Marshall City Manager

marshalltexas.net/158/City-Manager

Marshall Economic Development Corporation

marshalledc.org

Greater Marshall Chamber of Commerce

marshalltexas.com

Visit Marshall

visitmarshalltexas.com



**Agreement for Executive Recruitment Services (“PROJECT”)
to City of Kingsville, Texas (“CLIENT”) between
CLIENT and Strategic Government Resources, Inc., DBA SGR (“SGR”)**

SGR and CLIENT (together, “Parties”) agree as follows, effective upon the date of the later signature below, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the sufficiency of which each Party hereby acknowledges.

1. SGR promises and agrees:

- A. To perform the services described in SGR’s Proposal for PROJECT dated December 6, 2024 (“PROPOSAL”) substantially in the timeframe projected in the PROPOSAL.
- B. To honor the Placement Guarantee stated in the PROPOSAL.
- C. To comply with all applicable open records, public information and similar laws, and consult with CLIENT if SGR is asked for information before disclosure, unless prevented by court order or law from doing so.

2. CLIENT promises and agrees:

- A. To pay SGR promptly as billed or invoiced for such services in accordance with the amounts stated in PROPOSAL, including Reimbursable Expenses and costs of any Supplemental Services or Other Expenses that CLIENT selects. Balances that are unpaid after the payment deadline are subject to a fee of 5% per month or the maximum lawful rate, whichever is less, on the owed amount every month, charged monthly until the balance is paid.
- B. To timely provide photos/graphics and information necessary to develop recruitment brochure, narrow candidate field, and conduct candidate screening and interviews; failure to do so may, in SGR’s reasonable discretion, extend timeline and can negatively impact the outcome of the process.
- C. To respond to drafts of documents and reports in a timely manner; failure to do so may, in SGR’s reasonable discretion, extend timelines and can negatively impact the outcome of the process.
- D. To refer all prospective applicants to SGR and not to accept applications independently during the recruitment process.
- E. To provide legal opinions to SGR regarding when and if any information relating to the PROJECT must or should be released in accordance with public information laws or legal process.
- F. That if CLIENT receives an open records request related to this PROJECT, CLIENT shall notify and share the request with SGR in writing as soon as possible but within no more than three (3) business days of receipt and that CLIENT shall provide sufficient time for SGR to notify and provide advance notice to the impacted individuals prior to CLIENT releasing the required information with protected information redacted.
- G. To directly reimburse finalists for travel-related expenses relating to in-person interviews.
- H. That CLIENT is ultimately responsible for candidate selections and CLIENT will not discriminate against any candidate on the basis of age, race, creed, color, religion, sex, sexual orientation,

national origin, disability, marital status, or any other basis that is prohibited by federal, or applicable state, or local law.

- I. To comply with the Fair Credit Reporting Act.
- J. To cooperate with SGR and not impede SGR from performing its obligations to CLIENT.

3. Additional Terms and Conditions:

- A. The PROPOSAL is incorporated herein for all purposes including all terms defined therein, but if there is any conflict or inconsistency between the terms or conditions of this Agreement, this Agreement controls.
- B. SGR may substitute personnel other than those initially placed, who have substantially equivalent training and experience and subject to approval of CLIENT, due to factors such as SGR employee/consultant turnover, developing needs of the PROJECT, or CLIENT's request.
- C. CLIENT grants SGR permission to use any name, logo, or other identifying mark of CLIENT in SGR's social media content to refer to the relationship established by this agreement.
- D. Remedies
 - i. CLIENT can terminate this agreement at any time for no reason upon giving SGR seven (7) days advance written notice of the termination date. In such an event, SGR shall be compensated for all work satisfactorily performed up to and through the termination date.
 - ii. SGR can terminate this agreement upon seven (7) days advance written notice of the termination date to CLIENT if CLIENT has failed to promptly pay in full any undisputed portion of any bill or invoice (if the dispute is in good faith) or has failed to perform its contractual promises in a manner that materially impedes SGR's ability to successfully perform its obligations, including identifying and attracting qualified candidates. In such an event, SGR shall be compensated for all work satisfactorily performed up to and through the termination date.
- E. CLIENT acknowledges that the nature of executive recruitment is such that SGR engages in discussions with prospects through the process who may or may not ultimately become a candidate, and that SGR is utilizing its proprietary network of relationships to identify and engage prospective candidates, and that premature release of such proprietary information, including names of prospective candidates with whom SGR may be having conversations as part of the recruitment process, may be damaging to the prospects, CLIENT, and SGR. Accordingly, CLIENT acknowledges and, to the extent permitted by law, agrees that all information related to this search is proprietary, and remains the property of and under the exclusive control of SGR, regardless of whether such information has been shared with CLIENT.
- F. There are no third-party beneficiaries to this Agreement.
- G. If any term or condition of this Agreement is invalidated by final judgment of a court of competent jurisdiction or becomes impossible to perform, the Parties will confer about whether to continue performance without amending the Agreement, without prejudice to either Party's right to terminate the Agreement without cause.
- H. This Agreement embodies the complete and final understandings, contract, and agreement between the Parties, superseding any and all prior written or verbal representations,

understandings, or agreements pertaining to this PROJECT. This Agreement can be modified only by signed written amendment. Electronic communications purporting to amend this Agreement will be effective only if the electronic communication includes specific reference to this Agreement or PROJECT.

- I. This Agreement will be governed by the substantive laws of the State of Texas without regard to the jurisdiction's choice-of-law doctrines. Venue for any litigation relating to this Agreement will be exclusively in Kleberg County of the State of Texas.
- J. To the extent it may be permitted to do so by applicable law, CLIENT does hereby agree to defend, hold harmless, and indemnify SGR, and all officers, employees, and contractors of SGR, from any and all demands, claims, suits, actions, judgments, expenses, and attorneys' fees incurred in any legal proceedings brought against them as a result of action taken by SGR, its officers, employees, and contractors, providing the incident(s), which is (are) the basis of any such demand, claim, suit, actions, judgments, expenses, and attorneys' fees, arose or does arise in the future from an act or omission of SGR acting within the course and scope of SGR's engagement with CLIENT; excluding, however, any such demand, claim, suit, action, judgment, expense, and attorneys' fees for those claims or any causes of action where it is determined that SGR committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith. In the case of such indemnified demand, claim, suit, action, or judgment, the selection of SGR's legal counsel shall be with the mutual agreement of SGR and CLIENT if such legal counsel is not also CLIENT's legal counsel. A legal defense may be provided through insurance coverage, in which case SGR's right to agree to legal counsel provided will depend on the terms of the applicable insurance contract. The provisions of this paragraph shall survive the termination, expiration, or other end of this agreement and/or SGR's engagement with CLIENT.
- K. Notices related to this Agreement will go to the respective Parties as follows but either Party can change the addressee for notices to that Party by written notice to the other Party.
 - i. For the purposes of this Agreement, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Agreement.
 - ii. Any notice required be given by this Agreement shall be deemed to have been given within three (3) days of emailing or depositing in the mail.

Legal Notices:

SGR

Attn: Melissa Valentine, Corporate Secretary
PO Box 1642
Keller, TX 76244
Melissa@GovernmentResource.com

CLIENT

Attn: _____
Address: _____
Email: _____

PROJECT Representative:

SGR

Jeri J. Peters
President of Executive Recruitment
JJPeters@GovernmentResource.com
817-337-8581

CLIENT

Name: _____
Title: _____
Email: _____
Phone: _____

Billing and Invoicing:

SGR

Attn: Finance
Finance@GovernmentResource.com
817-337-8581

CLIENT

Name: _____
Title: _____
Email: _____
Phone: _____

- L. Unless sooner terminated, this Agreement shall terminate at such time as the PROJECT is completed and the requirements of this Agreement are satisfied, except that duties of payment, information disclosure, placement guarantee, and any representations and warranties survive this Agreement.
- M. The Parties and each individual who executes this Agreement on behalf of a Party represent and warrant to the other Party that as to each Party's respective signatory, that signatory is authorized by their Party to execute this Agreement and to bind their Party hereto.
- N. Time is of the essence to this Agreement.
- O. This Agreement may be executed in counterparts which together will comprise the Agreement.
- P. This Agreement is subject to appropriation of funds by CLIENT.

Strategic Government Resources, Inc., DBA SGR

CLIENT

Signature

Signature

Printed Name: Jeri J. Peters

Printed Name: _____

Title: President of Executive Recruitment

Title: _____

Date

Date

AGENDA ITEM #19

City of Kingsville
Human Resource Department

TO: Charles Sosa, Interim City Manager
FROM: Diana Gonzales, Human Resource Director
DATE: January 3, 2025
SUBJECT: Executive Recruitment – City Manager Position

The position of City Manager became vacant on 12/20/2024. Informal proposals were requested from three (3) search firms to provide executive recruitment services.

The search firms contacted are as follows and listed alphabetically:

- Baker Tilly
- All-inclusive Project Team Leader and support staff fee \$ 29,941
 - Expenses to bring candidates for in-person interviews not included in quote.
 - Additional expenses for advertising, candidate background, reference and academic verification check and travel expenses for on-site visits billed at cost.

Clear Career Professionals – most recently used for the search of Police Chief.

- Fixed Cost \$16,000 (total vendor cost)
- Expenses to bring candidates for in-person interviews not included in quote.

Strategic Government Resources (SGR) – used in 2019 for the search of City Manager.

- Not to exceed \$27,900
- Expenses to bring candidates for in-person interviews not included in quote.
- Additional potential charges are listed in the proposal to include:
 - o \$250 per interview over 15 online interviews
 - o Additional costs of \$1000 per day if greater than 2 on-site visits are requested.
 - o Advertising costs exceeding \$2,500.



RESOLUTION #2025-_____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR EXECUTIVE RECRUITMENT SERVICES FOR THE CITY MANAGER POSITION; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has a vacancy in the City Manager position and desires to have an executive search firm assist with locating a person for the position; and,

WHEREAS, the City solicited informal written proposals from three executive search firms and received responses from all three of those firms; and,

WHEREAS, the City Commission awarded the proposal to _____ at a Regular Meeting on January 13, 2025; and,

WHEREAS, _____ shall provide executive search services to the City with respect to its City Manager position pursuant to the agreement and the scope of services set forth in the attached agreement.

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

I.

THAT the Mayor is authorized and directed as an act of the City of Kingsville, Texas to enter into an Agreement for Executive Recruitment Services for the City Manager Position between _____ and the City of Kingsville 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 13th day of January, 2025.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

**OPTION #1-
BAKER TILLY**



Baker Tilly Advisory Group, LP
 205 N. Michigan Avenue, Suite 2800
 Chicago, IL 60601

www.bakertilly.com

January 3, 2025

Diana Gonzales, SPHR, SHRM-SCP
 City of Kingsville
 Human Resources Director
 P.O. Box 1458
 Kingsville, Texas 78363

Dear Ms. Gonzales:

This letter agreement ("Agreement") documents the City of Kingsville's ("Client") engagement of Baker Tilly Advisory Group, LP ("Baker Tilly") to conduct an executive search for a City Manager ("Project"). This Agreement defines the parties' respective obligations for the Project. Our proposal, attached hereto as Exhibit A, is incorporated by reference.

Scope, Objectives and Approach

The scope and phases of this engagement are set forth in Exhibit A and as follows:

Phase	Description of Baker Tilly's Professional Services
Phase I	<u>Task 1</u> – Develop the candidate profile and define the advertising and marketing strategy. <u>Task 2</u> – Identify qualified candidates that meet the profile.
Phase II	<u>Task 3</u> – Screen and submit list of recommended semi-finalists to client. <u>Task 4</u> – Conduct reference checks, and academic verifications. A criminal and/or credit history report may also be conducted at this Phase or at the conclusion of Phase III, as specified by you.
Phase III	<u>Task 5</u> – Final process/on-site interviews with finalists. <u>Task 6</u> – Assist Client in making offer, which may be made contingent upon the successful completion of a background check as specified by you.
Conclusion	Acceptance of offer by candidate.

Project Timing and Budget

The Project will commence upon your execution of this Agreement and will remain in effect for the period necessary for successful completion of the Project.

- Edward Williams will lead the Project, and other professionals will be involved as required. The professional fee to complete the Project is \$29,941 ("Fee") and includes the cost of services by the Project Team Leader and the project support staff. All project-related expenses such as advertising, candidate background, reference and academic verification checks, and travel expenses for on-site visits will be billed at cost. Travel expenses incurred by candidates for on-site interviews with the Client are not the responsibility of Baker Tilly and shall be handled directly by the Client. The Client will make payments upon receipt of an

invoice submitted by Baker Tilly. Payment to Baker Tilly is due upon receipt. All invoices will be forwarded to the Client for processing unless otherwise directed. For reporting purposes, Baker Tilly's tax identification number is 99-1405547.

2. The Fee will be billed in four installments; 30% of the Fee will be billed upon execution of this Letter; 30% at the implementation of Phase I; 30% at the implementation of Phase II; and the final 10% upon acceptance of offer by the candidate. The Fee is not contingent. If you terminate this engagement before completion, Baker Tilly shall invoice you for any unpaid portion of the Fee.
3. If Client requests Baker Tilly to perform additional services beyond the services described above, such as conducting an employee/community survey, such additional services shall result in additional fees. For an employee/community survey, the additional fee shall be \$2,500. For additional work requested explicitly by the Client outside of this project's scope, the additional fee will be an hourly rate of \$350 per hour, plus expenses.

Client's Obligations

1. You agree that you are responsible for candidate selections and that you will not discriminate against any candidate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital status or any other basis that is prohibited by federal, state or local law.
2. If you decide to not hire a candidate as a result of a criminal or credit history report, you agree to comply with the FCRA with regard to any pre- or post-adverse action notices and requirements.
3. You agree to respond to drafts of documents and reports in a timely manner. Failure to do so on your part will protract timelines and can negatively influence the outcome of the process.

Management's Responsibilities

It is understood that Baker Tilly will serve in an advisory capacity with Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon a failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations.

The ability to provide services according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in this Agreement unless subsequently agreed otherwise in writing.

The responsibility for auditing the records of Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

As a part of this global service, we will not perform any management functions or make management decisions on your behalf. In connection with our performance of this non-attest service, you agree that you will:

- Continue to make all management decisions and perform all management functions.
- Designate an employee with suitable skill, knowledge, and / or experience, preferably within senior management, to oversee the services we perform.
- Evaluate the adequacy and results of our non-attest services.

- Establish and maintain internal controls, including monitoring ongoing activities related to the non-attest function.

Terms and Conditions

1. To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under this Agreement shall not exceed the fees paid to Baker Tilly under the portion of this Agreement to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Agreement even if the other party has been advised of the possibility of such damages.
2. Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material bargained for bases of this Agreement and that they have been taken into account and reflected in determining the consideration to be given by each party under this Agreement and in the decision by each party to enter into this Agreement.
3. Neither this Agreement nor any rights or obligations hereunder shall be assigned or delegated by Baker Tilly without your prior written consent. This Agreement shall be modified only by a written agreement duly executed by you and Baker Tilly. Should any of the provisions hereunder be found to be invalid, void, or voidable by a court, the remaining provisions shall remain in full force and effect. Notwithstanding the foregoing, Baker Tilly may assign and transfer this Agreement to any successor that acquires all or substantially all of the business or assets of Baker Tilly by way of merger, consolidation, other business reorganization, or the sale of interests or assets.
4. Copies of all hard copy documents associated with the recruitment will be retained for three (3) years from the anniversary date of the hiring of the candidate. Retention of records beyond three (3) years must be requested in writing before the conclusion of the Project.
5. Baker Tilly US, LLP and Baker Tilly Advisory Group, LP and its subsidiary entities provide professional services through an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable laws, regulations and professional standards. Baker Tilly US, LLP is a licensed independent CPA firm that provides attest services to clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and business advisory services to their clients. Baker Tilly Advisory Group, LP and its subsidiary entities are not licensed CPA firms. Baker Tilly Advisory Group, LP and its subsidiaries and Baker Tilly US, LLP are independent members of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP are not Baker Tilly International's agents and do not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Advisory Group, LP, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Acknowledgment

If this Agreement correctly sets forth your understanding, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,

Carol Jacobs | Managing Director
(714) 287-1547
carol.jacobs@bakertilly.com

Client Signature:

Name: _____

Title: _____

Date: _____

Billing Contact:

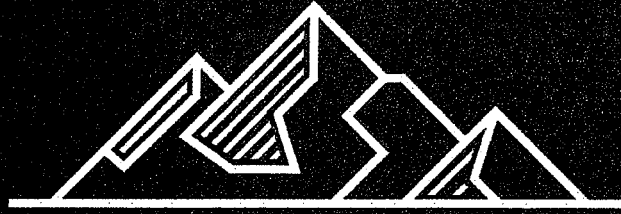
Name: _____

Email: _____

Phone: _____

EXHIBIT A

**OPTION #2-
CLEAR CAREER
PROFESSIONALS**



Clear Career Professionals

Proposal to Provide Professional
Executive Recruitment Services for the

Kingsville, Texas
City Manager Position

Michael Boese, President

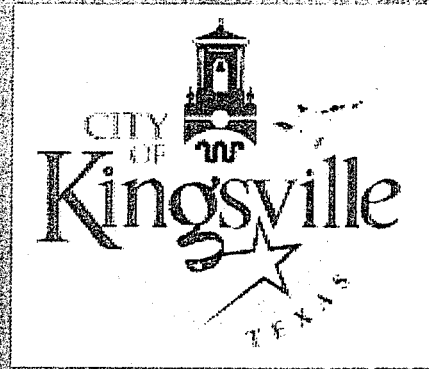
3000 Custer Rd #270191

Plano, TX. 75075

(972)837-0916

michael@clearcareerpro.com

WHY CHOOSE US?



PROFILE

Clear Career Professionals is a Texas-based national recruitment and professional services firm specializing in building stronger teams for municipal governments. Our approach is both flexible and cost-effective, carefully tailored to meet the unique needs of each client. Whether it's identifying top talent for leadership roles or managing large-scale recruitment initiatives, we customize our process to align with your specific goals. We understand that a one-size-fits-all approach doesn't work, and our commitment is to deliver solutions that best fit your organization's needs.

Our team is composed of seasoned government professionals who understand the distinct challenges municipalities face. With decades of experience working within the public sector, we know what it takes to find candidates who are not only qualified but aligned with the mission and culture of your community.

What truly sets us apart is our unwavering commitment to customer service. Our collaborative process, clear communication, and consistent follow-through ensure that we deliver successful outcomes while minimizing costs and saving your staff valuable time.

At Clear Career Professionals, we're not just filling positions—we're helping build the future of your organization.

OUR NETWORK & APPROACH

At Clear Career Professionals, we specialize in direct recruitment, leveraging our experience as former city managers and public sector leaders. We know firsthand how critical it is to identify and attract the right candidates who can lead and support your organization. Through our extensive network, we maintain direct connections with accomplished public managers and professionals, allowing us to engage with qualified candidates who meet your specific needs.

Our recruitment process is highly targeted. We tap into our professional relationships and utilize trusted industry channels, including newsletters, publications, social media, and professional websites that top candidates frequently use. This personalized approach ensures that we're identifying candidates who are aligned with your organizational goals and culture.

While we prioritize diversity through partnerships with organizations like Women Leading Government, our main goal is to recruit the most qualified candidates. Our streamlined, experience-driven process reduces both time and cost, ensuring high-quality results efficiently.



RECENT PLACEMENTS

City of Kerrville - City Manager

City of Murphy - City Manager

City of Clear Lake Shores - City Administrator

City of Van Horn - City Administrator/City Secretary

City of Kemah - City Administrator

City of Merkel - City Manager

City of Hondo - City Manager

City of Whitesboro - City Manager

City of Jamaica Beach - City Administrator

Village of Salado - Village Administrator

City of Dalhart - City Manager

City of Fair Oaks Ranch - Assistant City Manager

City of Morgan's Point Resort - City Manager

City of Meadowlakes - City Manager



WHAT OUR PARTNERS ARE SAYING



The professionalism, effort, and coordination your company used to help our staff, Council, and me during this intense process was top-notch.

Further, your work to secure Kent Myers as our Interim City Manager helped calm our staff and set them on a positive course. Kent understood how necessary that was for our City. He not only kept things afloat, he also made sure to complete some very large projects during his service. Additionally, he was instrumental in helping us complete the hiring process for our new Finance Director just in time for budget preparation. I wish you could have been present to hear the good things our Council had to say about Kent at his last Council meeting with us. One Councilmember made the comment that Kent served us not like an Interim City Manager, but he approached projects as if he planned to be here for the next ten years.

Again, we can't thank you enough for your service. I would definitely recommend you to anyone looking for professional staff in key municipal government positions.

Robin Collins, Mayor
City of Kemah, Texas



Clear Career
Professionals are very professional and easy to work with and they did a great job for us. They are also very reasonably priced and I would recommend them to anyone looking for someone to assist in this market.

Randall Chronister
Mayor
City of Clear Lake
Shores, Texas



Overall, I strongly recommend Michael Boese with Clear Career Professionals LLC. His skills, work ethic, and personality would make him a great asset to any organization that is seeking his professionalism. If you have any further questions, please do not hesitate to contact me.

Michael Garibay
City Alderman
Van Horn, Texas



As with any city, we had many other things we needed to focus on in addition to hiring. As Mayor, I would not hesitate to recommend your services to other cities.

John McAnelly
Mayor
City of Hondo, Texas



GENERAL RECRUITMENT TIMELINE

Clear Career Professionals customizes the recruitment process to align with your goals, ensuring successful outcomes.

Recruitment Foundation - 1-2 Weeks

- In-person meetings with council members & city staff
- Meetings with community stakeholders
- Determine the Selection Criteria
- Create a Custom Candidate Profile

Recruitment Strategy - 3-4 Weeks

- Create a Detailed Recruiting Brochure
- Direct Outreach to Candidates & Network
- National, State, & Regional Postings

Identify Top Candidates - 2 Weeks

- Screen Candidates
- Identify Semi-Finalists with Selection Committee
- Complete Virtual interviews with Semi-Finalists
- Obtain Unique Leadership Profiles
- Recommend Finalists to Selection Committee

Verify & Check Finalists - 1-2 Weeks

- Complete Detailed Reference & Background Verifications on Finalists
- Complete Social Media and News Investigation for each Finalist
- Complete Academic Verifications

Interview & Hire - 2 Weeks

- Schedule Finalist Interviews
- Facilitate Finalist Interviews
- Assist with Finalist Selection



RECRUITMENT FOUNDATION

At the heart of our recruitment process is a deep commitment to understanding your city and its unique characteristics. We recognize that finding the right leader is not a one-size-fits-all process. That's why we begin by developing a comprehensive community profile to identify the ideal candidate who aligns with your values and goals.

As former public executives, we understand the importance of a thorough, professional, and detailed approach. We take the time to immerse ourselves in your community—examining its amenities, economy, and people. Our team will engage with the Mayor, City Council, interim City Manager, city staff, and other key stakeholders to fully understand your organization's culture and needs.

Through in-person meetings with city employees, department heads, and community leaders, we gather critical insights into the position's requirements, existing challenges, and strategic priorities. These discussions help shape the selection criteria and the ideal leadership profile, ensuring we are fully aligned with your expectations.

Our meticulous approach ensures that we find the right leader who not only fits the role but also thrives in your community.



RECRUITMENT STRATEGY

At Clear Career Professionals, we collaborate with you to create a targeted outreach strategy designed to attract top-tier candidates. Our recruitment process goes beyond simply posting the position; we actively reach out to and engage with strong candidates, encouraging them to apply. This inclusive strategy targets national, state, regional, and local talent pools to find the best match for your organization.

Leveraging Our Expansive Network

Our direct recruitment process is powered by our extensive network of city management professionals. We proactively reach out to qualified candidates, many of whom are actively seeking new opportunities, and encourage them to consider your role. A key component of this outreach is the creation of a detailed recruitment brochure, which highlights your city's unique opportunities and the desired candidate profile. This tool enhances our ability to attract the right individuals, presenting your community as a compelling place for professional growth and living.

Engaging with ICMA, TCMA & Professional Associations

Our connections with prominent organizations, including the International City/County Management Association (ICMA) and the Texas City Management Association (TCMA), are a critical asset in our recruitment strategy. As active members, we have direct access to experienced professionals across the nation and work to connect these individuals with your city's leadership needs.

Additionally, we extend our reach by engaging with diversity-focused organizations, such as the Women's Leadership Institute, Texas Women Leading Government, and Historically Black Colleges and Universities (HBCUs). We also collaborate with the Texas Municipal League (TML) and regional TCMA associations to target candidates at the local and state levels.

Digital & Social Media Outreach

Clear Career Professionals ensures maximum visibility for your recruitment by promoting the position and recruitment brochure across key social media platforms.



IDENTIFY TOP CANDIDATES

We utilize a structured approach to process and categorize all candidate applications. Through our proprietary applicant tracking system, we can provide your team direct access to view candidate progress in real time. Using our custom rating criteria, we evaluate and rank each candidate to ensure the pool reflects the desired skills, experience, and qualifications.

To keep the city fully informed, we deliver weekly progress reports detailing updates on the candidate pool's development. Comprehensive records of all applicants are meticulously maintained and will be provided at the conclusion of the recruitment process. Each candidate receives prompt acknowledgment of their application, along with an overview of the recruitment timeline. Regular communication is crucial, and we ensure that all candidates are updated weekly on the status of the process.

Our screening is rooted in the pre-established position criteria. Once the position closes to new applicants, we collaborate with the selection committee to identify 6-8 semi-finalists. These semi-finalists participate in a recorded, interactive video interview, where they share their public service journey. This format highlights their career trajectory, leadership ethics, and personal demeanor, providing valuable insights into their potential fit for the role.

Typically, these interviews are conducted by our team of professionals at Clear Career Professionals. However, if preferred, we are fully equipped to facilitate and coordinate virtual semi-finalist interactions with your governing body.

At the semi-finalist stage, we provide a comprehensive report that includes:

- A master list of applicants
- Marketing materials
- Cover letters and resumes for each semi-finalist
- Unique leadership profiles
- Recorded video interviews

After reviewing this detailed report with your team, we will collaboratively select the most qualified finalists for in-person interviews with the selection committee and/or City Council.

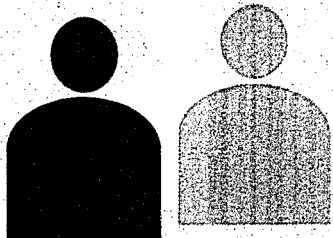


VERIFY CANDIDATE BACKGROUND

Once you approve of finalists for on-site interviews, our team initiates a thorough background verification process encompassing comprehensive reference checks, background examinations, detailed social media reviews, and academic verifications. A comprehensive report summarizing all findings will be presented to you for thorough review prior to the commencement of finalist interviews and the selection process. This ensures that you have a complete and informed perspective before making the ultimate decision.

For the background checks, we will collect information on the candidates in the following areas:

- City/County/State Criminal
- Federal District Criminal
- City/County/State Civil Litigation
- Employment Verification
- Reference Verification
- Social Media Review
- Federal District Civil Litigation
- Judgement/Tax Lien
- Sex Offender Registry
- Motor Vehicle Driving Record
- Educational Verification
- Professional Association Verification



INTERVIEW AND HIRE

Upon completing the candidate verification and assessment, we will collaborate with your team to develop a customized interview strategy. This approach will be specifically tailored to meet your organization's goals, ensuring a focused and effective interview process. We will provide a comprehensive Final Candidate Report for each finalist, which will include:

- Cover letter and resume
- Unique leadership profile
- Semi-finalist video interview
- Detailed background and reference verification report

In addition, we will supply a set of recommended interview questions specifically crafted for the position and aligned with your organizational objectives. These questions are designed to draw out responses that highlight each candidate's qualifications, experience, and suitability for your organization's culture and needs.

To ensure a seamless and professional interview process, our team will be present to facilitate the finalist interviews. We will manage all logistics, coordinate with the interview panel, and ensure that everything runs smoothly and efficiently. This hands-on approach allows us to uphold the integrity of the process, ensuring transparency, consistency, and fairness throughout.

We understand that selecting a leader is a critical decision, and our goal is to provide you with the necessary tools and support to make an informed and confident choice. Our commitment to your success extends beyond the interviews—at the conclusion of the process, we will work closely with you to notify both successful and unsuccessful candidates, providing feedback where appropriate and addressing any questions they may have.

Finally, we will ensure that all documentation is properly maintained, and the transition to your new leader is smooth and well-coordinated. By partnering with Clear Career Professionals, you can trust that every aspect of the interview and selection process is handled with professionalism, care, and attention to detail. Our aim is to help you find a leader who not only meets the technical qualifications but also embodies the mission and values of your organization.



2-YEAR RECRUITMENT GUARANTEE

We proudly offer a two-year guarantee for any candidate selected through our full recruitment process. If the individual hired leaves the position for any reason within two years, we will conduct a new recruitment at no additional cost to the city. This guarantee reflects our confidence in the thoroughness of our recruitment and selection process.

AGREEMENT TO USE CITY CONTRACT

We can provide our standard engagement agreement or execute a standard contract form provided by the City if preferred. Clear Career Professionals further acknowledges that our firm maintains, or will acquire, the minimum or greater of the insurance limits required.

AGREEMENT TO COMPLETE PROJECT ACCORDING TO PROJECT SCHEDULE

The timeline provided is a general breakdown of tasks, milestones, and timeframes to support a thorough and successful recruitment process.

This timeline is a suggestion only and we will work with you to finalize and approve an exact timeline.

OVERALL COST AND VALUE OF PROJECT

CITY MANAGER RECRUITMENT:

Clear Career Professionals offers a firm, fixed fee of \$16,000, which encompasses all of our services, expenses, and associated costs. This ensures transparency and predictability.

Please note, however, that travel, accommodations, and meals for finalist candidates (and their spouses, if invited) during the final interview process are not included in our fee and will be the responsibility of the client.

The benefit of our fixed pricing model is that it guarantees cost clarity from the outset, allowing you to budget confidently without concern for unforeseen charges during the project.

Our fee will be billed in phases, aligned with the completion of key milestones, according to the following schedule:

- \$9,000 upon execution of the contract
- \$4,000 upon selection of the group of semi-finalists
- \$3,000 upon selection of final candidate





Michael Boese, MPA President

Michael Boese, MPA, brings over 25 years of distinguished municipal service to his role as President of Clear Career Professionals LLC. With extensive leadership experience across multiple executive roles, Michael has become a trusted expert in executive recruitment, leadership coaching, and municipal consulting.

Education

Bachelor of Arts in History
Metropolitan State University

Master of Public Affairs
University of Texas Dallas

Professional Affiliations

TCOLE Master Peace Officer,
CMA, TCMA, NTCMA, Region
6 & 7 TCMA, GFOA, TPCA,
past member of the Texas
Police Chief's Legislative
Committee, and the
Professional Development
Committee for the Texas City
Manager Association,
Instructor at the Bill
Blackwood Law Enforcement
Management Institute of
Texas (LEMIT) Leadership
Command College

Michael has served as both City Manager of Keene and City Administrator of Wimberley, where he was instrumental in advancing sustainability initiatives and promoting tourism, ensuring long-term growth for the communities. His strategic approach to leadership and fiscal management has made a lasting impact on these municipalities, driving innovation and operational excellence.

As a sought-after recruiter, Michael has guided numerous successful executive placements, always prioritizing the unique needs of both the organizations and candidates. His comprehensive understanding of local government and public safety allows him to identify top talent and implement efficient, people-focused recruitment processes.

In addition to his consulting and recruitment expertise, Michael is a recognized public speaker and instructor, sharing his insights through leadership training programs, including his work with the Bill Blackwood Law Enforcement Management Institute of Texas (LEMIT).

Michael's career exemplifies a commitment to enhancing organizational leadership and community well-being, making him a trusted leader in the public sector.



Kent Myers, Ph.D.

Vice President

Kent Myers, Ph.D., Vice President of Recruitment Services will collaborate with you to develop the recruitment plan and lead the search for your next City Manager.

As a seasoned professional with a 45-year tenure in city management, Dr. Myers brings a wealth of experience and leadership to any organization. Serving as the City Manager of Fredericksburg for a decade, Dr. Myers has established a track record of successful governance and community engagement. His career began as the first City Manager in Converse, Texas, and expanded to include City Manager positions in Casa Grande, Arizona; Hot Springs, Arkansas; and Port Angeles, Washington.

In 2021, Dr. Myers received a Ph.D. in Leadership Studies from Our Lady of the Lake University. Committed to community service, he actively participated in the Fredericksburg Morning Rotary Club and has been honored with the National Service to Youth Award from the Boys and Girls Clubs of America. Dr. Myers' dedication extends to education, where he served as the Manager in Residence (MIR) at the University of Texas at San Antonio for seven years. Recognized for his exceptional mentorship, Dr. Myers received the TCMA Mentor of the Year Award, showcasing his commitment to developing the next generation of leaders. As Past-President of the Texas Public Power Association (TPPA), he has demonstrated strategic leadership in the public sector.

Throughout his career, Dr. Myers played a pivotal role in hiring numerous department directors, contributing to the recruitment of highly qualified professionals in public works, planning, finance, police, and fire departments across various cities. As Vice President of Recruitment for Clear Career Professionals, Dr. Myers has lead the search for City Manager positions of Kerrville, Murphy, Kemah, and other cities. Dr. Myers is poised to bring his extensive expertise, strategic vision, and community-oriented approach to your recruitment, continuing to make a positive impact on local governance and leadership development.

Education

Bachelors in Criminal Justice
University of Texas
Arlington, Tx

Master of Public Administration
Texas Christian University
Ft. Worth, Texas

Ph.D. Leadership Studies
Our Lady of the Lake University
San Antonio, Texas

Professional Affiliations

ICMA, TCMA, ICMA Taskforce on
job hunting handbook, TCMA
Public Policy Committee, TCMA
Ethics Trainer, TPPA Past
President,
Arkansas Municipal League



Clear Career Professionals

Agreement for Executive Level Recruitment Services

Position: City Manager

between

Clear Career Professionals, LLC, (Clear) and City of Kingsville ("Organization")

Scope of Services:

Clear shall provide all services for recruitment as described in the formal recruitment proposal submitted and described in abbreviated form as follows:

- Development recruitment plan and timeline
- Production of a professional position brochure
- Advertising and marketing of the position
- Communication with prospects and candidates
- Initial screening and review of candidate applications
- Briefing with the selection committee, city manager, or hiring manager to facilitate the selection of semifinalists
- Leadership Profile Paper, for up to eight (8) semifinalists
- Recorded virtual interviews for up to eight (8) semifinalists
- Electronic delivery of semifinalist information packet and online interviews
- Briefing with the selection committee, city manager, or hiring manager to facilitate the selection of finalists
- Assistance with development of advanced exercise for finalist candidates, if desired
- Comprehensive Media Reports for up to four (4) finalist candidates
- Comprehensive background/reference verification reports on up to four (4) finalist candidates
- Electronic delivery of finalist comprehensive report
- Assistance with interview questions and interview schedule, if desired
- Assistance with stakeholder engagement, if desired
- Assistance with negotiating terms and conditions of employment, if desired



Clear Career Professionals

Agreement for Executive Level Recruitment Services

- Up to Two (2) in-person visits by the Recruiter to the Organization.
- Weekly updates regarding the progress of the recruitment, and/or direct access to Clear's applicant tracking system.

The Organization agrees:

- To provide the position description, salary range, benefits, photos/graphics and information necessary to develop the position brochure
- To respond to drafts of documents and reports in a timely manner; failure to do so may extend timelines and can negatively impact the outcome of the process
- To refer all prospective applicants to Clear and shall not accept applications independently during the recruitment / selection process
- To provide reproduction of hard copy brochure, if desired
- To provide any direct mailings desired by the Organization
- To provide legal opinions to Clear regarding when and if any information must be released in accordance with Public Information requests
- To directly reimburse finalists for travel-related expenses to finalist interview
- That Organization is ultimately responsible for candidate selections and that Organization will not discriminate against any candidate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital status, or any other basis that is prohibited by federal, state, or local law.
- To comply with the Fair Credit Reporting Act (FCRA) with regard to any pre- or post-adverse action notices and requirements if the Organization decides not to hire a candidate as a result of their credit history report

Clear shall be compensated by the Organization as detailed below:

Firm, fixed fee which includes all our expenses and costs: = \$16,000

Billing:

The professional service fee for the recruitment is billed in three installments during the course of the recruitment. The initial installment will be billed after this agreement is executed. The second installment will be billed after semifinalists are selected. The final installment will be billed once a candidate has formally accepted the position.



Clear Career Professionals

Agreement for Executive Level Recruitment Services

\$9,000 upon execution of the agreement

\$4,000 upon selection of the group of semi-finalists

\$3,000 upon selection of final candidate

Organization Contact for Invoicing:

Name:

Position:

Email:

Address:

Phone:

Service Guarantee:

Clear guarantees your satisfaction with the results of the executive-level recruitment for a period of two (2) years if the selected candidate is chosen from one of the eight (8) semi-finalists mutually agreed upon by both the Organization and Clear. Should you not be satisfied, Clear will repeat the entire recruitment process once more, charging only for expenses incurred.

Service Guaranteed includes:

- Termination of professional with or without cause
- Voluntary resignation of professional

Expenses in the event of a repeat search shall include:

- Ad placements, as approved by the organization, will be billed back at actual cost with no markup for overhead.
- Up to two (2) multi-day onsite visits by one Recruiter to the Organization, Meals are billed back at a per diem rate of \$15 for breakfast, \$20 for lunch, and \$30 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead.

If the Organization desires any supplemental services not mentioned in the service section above, an estimate of the cost and hours to be committed will be provided at that time, and no work shall be done without approval.



Clear Career Professionals

Agreement for Executive Level Recruitment Services

Terms and Conditions:

- The Organization reserves the right to terminate this agreement at any time upon giving Clear seven days advanced written notice to Clear, Attn: Michael Boese, 3000 Custer Road #270191, Plano, Texas 75075 or by email to Michael@clearcareerpro.com. In such an event, Clear will be compensated for all work completed up to and through the date of termination.
- The Organization acknowledges that the nature of executive recruitment is such that Clear engages in discussions with prospects throughout the process who may or may not ultimately become a candidate, and that Clear is utilizing its proprietary network of relationships to identify and engage prospective candidates, and that premature release of such proprietary information, including names of prospective candidates who Clear may be having conversations with as part of the recruitment process, may be damaging to the prospects and Clear. Accordingly, the Organization acknowledges and, to the extent provided by law, agrees that all information related to this search is proprietary, and remains the property of and under the exclusive control of Clear, regardless of whether such information has been shared with the Organization or not, including all decisions regarding release of information, until such time that a finalist is named. At the time finalists are determined, all information related to the finalists shall become the property of the Organization and all decisions regarding public disclosure shall be determined by the Organization, except that psychometric assessments, questionnaires, and any information produced by Clear is proprietary and shall not become the property of the Organization or subject to disclosure. If the Organization receives an open records request, the Organization shall notify and share the request with Clear in writing as soon as possible but within no more than three (3) business days of receipt. The Organization shall provide sufficient time for Clear to notify and provide advance notice to the impacted individuals prior to the Organization releasing the required information with protected information redacted.

Approved and agreed to, this the _____ day of _____, 2024 by and between

Michael Boese, President (Clear)

City of Kingsville

**OPTION #3-
STRATEGIC
GOVERNMENT
RESOURCES**

PROPOSAL FOR EXECUTIVE RECRUITMENT SERVICES

**City Manager
City of Kingsville, Texas**

December 6, 2024

This proposal is valid for 60 days

Strategic Government Resources
P.O. Box 1642, Keller, Texas 76244
Office: 817-337-8581

JJ Peters, President of Executive Recruitment
JJPeters@GovernmentResource.com





December 6, 2024

Hon. Mayor Sam Fugate & City Commission
City of Kingsville, Texas

Dear Mayor Fugate & Commissioners,

Thank you for the opportunity to submit this proposal to assist the City of Kingsville in your recruitment for a new City Manager. At SGR, we take pride in our unique ability to provide personalized and comprehensive recruitment services to meet your specific needs.

We would like to highlight some key aspects that set SGR apart from other recruitment firms and enable us to reach the most extensive and diverse pool of applicants available:

- SGR is a recognized thought leader in local government management and is actively engaged in local government operations, issues, and best management practices.
- SGR has conducted executive recruitments for over 450 local government clients in 37 states, and we value the long-term relationships we have developed with many of our clients who continue to partner with us on future recruitment needs.
- We have a broad community of over 19,000 followers on LinkedIn, one platform we utilize to connect with a wide range of active and passive candidates across the nation.
- Our Servant Leadership e-newsletter, with a subscriber base of over 35,000 in all 50 states, announces all SGR recruitments, further extending our reach. Your position will also be posted on SGR's website and our Job Board.
- In addition, SGR sends targeted emails to our opt-in Job Alert subscriber database including over 5,000 city/county management professionals.

We are happy to provide references upon request. We are enthusiastic about the prospect of conducting this recruitment for the City of Kingsville, and we are available to schedule a meeting at your convenience to discuss further.

Respectfully submitted,

Jeri J. Peters, President of Executive Recruitment
JJPeters@GovernmentResource.com

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- 6 **Typical Timeline**
- 7 **Fee Proposal**
- 8 **Terms and Conditions**
- 9 **Placement Guarantee**
- 10 **SGR City-County Manager Recruitments**
- 11 **Sample Position Profile Brochure**
- 12 **Sample Contract: Full Service Recruitment**

About SGR

Strategic Government Resources, Inc. (SGR) exists to help local governments become more successful by recruiting, assessing, and developing innovative, collaborative, and authentic leaders. SGR was incorporated in Texas in 2002 with the mission to facilitate innovative leadership in local government. SGR is fully owned by former City Manager Ron Holifield, who spent two high-profile decades in city management and served as a City Manager in several cities.

SGR's business model is truly unique. Although we are a private company, SGR operates like a local government association. Most of SGR's principals are former local government officials, allowing SGR to bring a perspective and depth of local government expertise to every project that no other firm can match.

SGR's Core Values are Customer Service, Integrity, Philanthropy, Continuous Improvement, Agility, Collaboration, Protecting Relationships, and the Golden Rule.

SGR is a full-service firm, specializing in providing solutions for local governments in the areas of recruitment and retention, leadership development and training, innovation and future readiness, and everything in between.

With 28 full-time employees, 27 recruiters, 16 facilitators, and multiple consultants who function as subject matter experts on a variety of projects, SGR offers comprehensive expertise.

The company operates as a fully remote organization, with team members located in Texas, Arizona, California, Colorado, Florida, Georgia, Maine, Montana, Nevada, New York, North Carolina, Ohio, Oklahoma, Oregon, and South Carolina.

View all SGR team members and their bios at: <https://sgr.pub/MeetTeamSGR>.

SGR's Unique Qualifications

Extensive Network of Prospects

SGR is intent on being a leader in executive recruitment and firmly believes in the importance of proactively building a workforce that reflects the diversity of the communities we serve. We leverage an extensive and diverse network to reach potential applicants.

- Your position will be announced in SGR's Servant Leadership e-newsletter, which reaches over 35,000 subscribers across all 50 states.
- We will send targeted emails to over 5,000 opt-in subscribers of SGR's City/County Manager Job Alerts.
- Your position will appear on SGR's Website, <https://sgr.pub/SGRWebsite>, which attracts approximately 20,000 visitors per month.
- Your position will be posted on SGR's Job Board, <https://sgr.pub/SGRJobBoard>, which typically has over 2,000 job listings at any given time and receives approximately 16,000 unique visitors per month.
- SGR implements a comprehensive social media marketing campaign that includes custom-made graphics and distribution on SGR's LinkedIn page.
- We frequently collaborate with various local government associations, including the League of Women in Government, Alliance for Innovation, and the National Forum for Black Public Administrators.
- Approximately 65% of semifinalists selected by our clients learn about open recruitments through our website, servant leadership e-newsletter, job board, job alert emails, social media, or personal contact.

Collective Local Government Experience

Our recruiters have decades of experience in local government, as well as regional and national networks of relationships. Our executive recruiters leverage the professional networks of all SGR recruiters when recruiting for a position, enabling outreach to a wide and diverse array of prospective applicants. SGR team members are active on a national basis in local government organizations and professional associations. Many SGR team members frequently speak and/or write on issues of interest to local government executives. SGR can navigate relevant networks as both peers and insiders.

Listening to Your Unique Needs

SGR devotes significant time to actively listening to your organization and helping you define and articulate your needs. We work diligently to conduct a comprehensive recruitment process tailored specifically to your organization. SGR dedicates a prodigious amount of energy to understanding your organization's unique culture, environment, and local issues to ensure an alignment in terms of values, philosophy, and management style perspectives.

While we have established systems for achieving success, we are a “boutique” firm capable of adapting to meet a client's specific needs and providing insights on the pros and cons of their preferred approach.

Trust of Candidates

SGR has a track record of providing remarkable confidentiality and wise counsel to candidates and next-generation leaders, earning their trust. As a result, we can bring exceptional prospects to the applicant pool. Candidates trust SGR to assess the situation accurately, communicate honestly, and maintain their confidentiality to the greatest extent possible.

Accessibility and Communication

Your executive recruiter will keep you informed of the search status and will be readily accessible throughout the recruitment process. Candidates and clients can reach the recruiter at any time via cell phone or email. Additionally, the recruiter maintains communication with active applicants, ensuring they are well-informed about the community and the opportunity.

Comprehensive Evaluation and Vetting of Candidates

SGR offers a comprehensive screening process designed to ensure a thorough understanding of candidate backgrounds and to minimize surprises. Our vetting process for a full-service recruitment includes the following key components:

- Prescreening questions and technical review of resumes
- Cross-communication among our recruiters regarding candidates who have been involved in previous searches, providing greater insight into their background and skills.
- Written questionnaires to gain insights beyond what is available through a resume.
- Recorded one-way semifinalist interviews.
- All-inclusive media reports that far surpass automated Google/LexisNexis searches, tailored to each candidate based on their previous places of residence and work.
- Thorough, automated, and anonymous reference checks that provide feedback on candidates from a well-rounded group of references.
- Background checks completed by a licensed private investigation firm.

Executive Recruitment Clients

SGR has partnered on executive recruitments with more than 450 local government clients in 37 states. We take great pride in the long-term relationships we have developed with many of our clients who continue to partner with us on future recruitment needs.

View a full list of our Executive Recruitment Clients at: <https://sgr.pub/ERClientList>.

DEI in Recruitments

SGR is deeply committed to equal employment opportunity and considers it an ethical imperative. We unequivocally reject any form of bias, expecting that candidates be assessed solely based on their ability to perform the job. Encouraging underrepresented demographic groups to apply is a vital aspect of our commitment. While we cannot guarantee the composition of semifinalist or finalist groups, SGR actively fosters relationships and contacts on a national scale to ensure meaningful participation of underrepresented groups. Our recruitment process is consistently evaluated and refined to incorporate a focus on equity and inclusion.

Statistics are a testament to our commitment to diversity and inclusion. In our 2023 placements, 31% of candidates were female and 23% indicated they were a person of color. Our internal hiring practices are designed to attract diverse talent from various backgrounds and experiences. We understand the importance of words, ensuring our recruitment materials are inclusive and reflect an equity-focused perspective.

We also actively recommend advertising placements to attract a diverse applicant pool, leveraging partnerships with organizations such as the League of Women in Government, the Local Government Hispanic Network, and the National Forum of Black Public Administrators. Tracking candidate demographic data helps us proactively recruit traditionally underrepresented candidates for senior management positions in local government. We welcome feedback from our clients and candidates, using post-recruitment surveys to refine our processes and outcomes.

Project Personnel

Lissa Barker, Senior Vice President

LissaBarker@GovernmentResource.com

Cell: 817-266-0647



Lissa Barker became part of the SGR team in February of 2018, with a focus on executive recruitment and sourcing for challenging-to-fill positions.

Prior to joining SGR, Lissa's focus was in talent acquisition and workforce management in the corporate environment, where she led a recruiting team in the delivery of talent acquisition for a broad range of positions, from niche roles to Director and CXO level positions. She was named Perot Systems Corporation Recruiter of the Year in 2006 where she played an integral role as a liaison with both the sales and service delivery teams in support of both creation of staffing models and fulfillment of critical positions.

Lissa graduated summa cum laude from Texas A&M University with a Bachelor of Science degree in Biomedical Science.

Approach and Methodology

A full-service recruitment typically entails the following steps:

- 1. Organization/Position Insight and Analysis**
 - Project Kickoff Meeting and Develop Anticipated Timeline
 - Stakeholder Interviews and Listening Sessions
 - Develop Recruitment Brochure
- 2. Recruitment Campaign and Outreach to Prospective Applicants**
 - Advertising and Marketing
 - Communication with Prospective Applicants
 - Communication with Active Applicants
- 3. Initial Screening and Review by Executive Recruiter**
- 4. Search Committee Briefing to Review Applicant Pool and Select Semifinalists**
- 5. Evaluation of Semifinalists**
 - Written Questionnaires
 - Recorded One-Way Semifinalist Interviews
 - Media Searches - Stage 1, as described below
- 6. Search Committee Briefing to Select Finalists**
- 7. Evaluation of Finalists**
 - Comprehensive Media Searches - Stage 2, as described below
 - Background Investigation Reports
 - DiSC Management Assessments (if desired, supplemental cost)
 - First Year Plan or Other Advanced Exercise
 - Press Release Announcing Finalists (if requested)
- 8. Interview Process**
 - Face-to-Face Interviews
 - Stakeholder Engagement (if desired)
 - Deliberations
 - Reference Checks (may occur earlier in process)
- 9. Negotiations and Hiring Process**
 - Determine Terms of an Employment Offer
 - Negotiate Terms and Conditions of Employment
 - Press Release Announcing New Hire (if requested)

Step 1: Organization/Position Insight and Analysis

Project Kickoff Meeting and Develop Anticipated Timeline

SGR will meet with the organization at the outset of the project to discuss the recruitment strategy and timeline. At this time, SGR will also request that the organization provide us with photos and information on the community, organization, and position to assist us in drafting the recruitment brochure.

Stakeholder Interviews and Listening Sessions

Stakeholder interviews and listening sessions are integral to SGR's approach. SGR devotes tremendous energy to understanding your organization's unique culture, environment, and goals to ensure you get the right match for your specific needs. Obtaining a deep understanding of your organizational needs is the crucial foundation for a successful executive recruitment. In collaboration with the organization, SGR will compile a list of internal and external stakeholders to meet with regarding the position. These interviews and listening sessions will identify potential issues that may affect the dynamics of the recruitment and contribute to a comprehensive understanding of the position, special considerations, and the political environment. This process fosters organizational buy-in and will assist us in creating the position profile.

Develop Recruitment Brochure

After the stakeholder meetings, SGR will develop a recruitment brochure, which will be reviewed and revised in partnership with your organization until we are in agreement that it accurately represents the sought-after leadership and management attributes.

To view sample recruitment brochures, please visit:
<https://sgr.pub/OpenRecruitments>

Step 2: Recruitment Campaign and Outreach to Prospective Applicants

Advertising and Marketing

The Executive Recruiter and the client work together to determine the best ways to advertise and recruit for the position. SGR's Servant Leadership e-newsletter, with a reach of over 35,000 subscribers in all 50 states, will announce your position. Additionally, we will send targeted emails to opt-in subscribers of SGR's Job Alerts, and your position will be posted on SGR's website and Job Board. SGR provides a comprehensive social media marketing campaign that includes custom-made graphics and distribution on SGR's LinkedIn page. Furthermore, we will provide a recommended list of ad placements to be approved by the client, targeting the most effective venues for reaching qualified candidates for that particular position.

Communication with Prospective Applicants

SGR maintains regular communication with interested prospects throughout the recruitment process. Outstanding candidates often conduct thorough research on the available position before submitting their resumes.

As a result, we receive a significant number of inquiries, and it is crucial for the executive search firm to be well-prepared to respond promptly, accurately, and comprehensively, while also offering a warm and personalized approach. This initial interaction is where prospective candidates form their first impression of the organization, and it is an area in which SGR excels.

Communication with Active Applicants

Handling the flow of resumes is an ongoing and significant process. On the front end, it involves tracking resumes and promptly acknowledging their receipt. It also involves timely and personalized responses to any questions or inquiries. SGR maintains frequent communication with applicants to ensure they remain enthusiastic and well-informed about the opportunity. Additionally, SGR communicates with active applicants, keeping them informed about the organization and community.

Step 3: Initial Screening and Review by Executive Recruiter

SGR uses a triage process to identify high-probability, medium-probability, and low-probability candidates. This triage ranking is focused on overall assessment based on interaction with the applicant, qualifications, any known issues concerning previous work experience, and evaluation of cultural fit with the organization.

In contrast with the triage process mentioned above, which focuses on subjective assessment of the resumes and how the candidates present themselves, we also evaluate each candidate to ensure that the minimum requirements of the position are met and determine which preferred requirements are satisfied. This sifting process examines how well candidates' applications align with the recruitment criteria outlined in the position profile.

Step 4: Search Committee Briefing to Review Applicant Pool and Select Semifinalists

At this briefing, SGR will conduct a comprehensive presentation to the Search Committee and facilitate the selection of semifinalists. The presentation will include summary information on the process to date, outreach efforts, the candidate pool demographics, and any identified trends or issues. Additionally, a briefing on each candidate and their credentials will be provided.

Step 5: Evaluation of Semifinalists

The review of resumes is a crucial step in the executive recruitment process. However, resumes may not fully reveal an individual's personal qualities and their ability to collaborate effectively with others. In some instances, resumes might also tend to exaggerate or inflate accomplishments and experience.

At SGR, we understand the significance of going beyond the surface level of a resume to ensure that candidates who progress in the recruitment process are truly qualified for the position and a suitable match for the organization. Our focus is to delve deeper and gain a comprehensive understanding of the person behind the resume, identifying the qualities that make them an outstanding prospect for your organization.

During the evaluation of semifinalist candidates, we take the initiative to follow up when necessary, seeking clarifications or additional information as needed. This approach ensures that we present you with the most qualified and suitable candidates for your unique requirements. At SGR, our ultimate goal is to match your organization with individuals who possess not only the necessary qualifications but also the qualities that align with your organizational culture and values.

Written Questionnaires

As part of our thorough evaluation process, SGR will request semifinalist candidates to complete a comprehensive written exercise. This exercise is designed to gain deeper insight into the candidates' thought processes and communication styles. Our written instrument is customized based on the priorities identified by the Search Committee. The completed written instrument, along with cover letters and resumes submitted by the candidates, will be included in the semifinalist briefing book.

Recorded One-Way Semifinalist Interviews

Recorded one-way interviews will be conducted for semifinalist candidates. This approach provides an efficient and cost-effective way to gain additional insights to aid in selecting finalists to invite for an onsite interview. The interviews allow the Search Committee to evaluate technological competence, demeanor, verbal communication skills, and on-camera presence. Additionally, virtual interviews provide an opportunity for the Search Committee to ask candidates questions on specific topics of special interest.

Media Searches - Stage 1

"Stage 1" of our media search process involves the use of the web-based interface Nexis Diligence™. This platform is an aggregated subscription-based platform that allows access to global news, business, legal, and regulatory content. These media reports at the semifinalist stage have proven helpful by uncovering issues that may not have been previously disclosed by prospective candidates. The recruiter will communicate any "red flags" or noteworthy media coverage to the Search Committee as part of the review of semifinalists with the Search Committee.

Step 6: Search Committee Briefing to Select Finalists

Prior to this briefing, SGR will provide the Search Committee with a briefing book on the semifinalist candidates via an electronic link. The briefing book includes cover letters, resumes, and completed questionnaires.

If applicable, a separate email with the link to view the recorded online interviews is sent to the Search Committee. The objective of this meeting is to narrow the list to finalists who will be invited to participate in onsite interviews.

Step 7: Evaluation of Finalists

Comprehensive Media Searches - Stage 2

“Stage 2” of our media search process includes the web-based interface Nexis Diligence™, supplemented by Google as an additional tool. By combining both resources, we offer an enhanced due diligence process to our clients, enabling efficient and thorough vetting of candidates and minimizing the risk of overlooking critical information. The Stage 2 media search consists of a more complex search, encompassing social media platforms, and has proven to be instrumental in identifying potential adverse news about the candidate that may not have been disclosed previously. The media search provides the Search Committee with an overview of the candidate’s press coverage throughout their career. View a sample media report at: <https://sgr.pub/SGRMediaReport>.

Background Investigation Reports

Through SGR’s partnership with a licensed private investigation firm, we are able to provide our clients with comprehensive background screening reports that include the detailed information listed below. View a sample background report at: <https://sgr.pub/SGRBackgroundReport>.

- Social security number trace
- Address history
- Driving record (MVR)
- Federal criminal search
- National criminal search
- Global homeland security search
- Sex offender registry search
- State criminal court search for states where candidate has lived in previous 10 years
- County wants and warrants for counties where candidate has lived or worked in previous 10 years
- County civil and criminal search for counties where candidate has lived or worked in previous 10 years
- Education verification
- Employment verification for previous 10 years (if requested)
- Military verification (if requested)
- Credit report (if requested)

DiSC Management Assessments (if desired, supplemental cost)

SGR utilizes the DiSC Management assessment tool, which is among the most validated and reliable personal assessment tools available. The DiSC Management assessment provides a comprehensive analysis and report on the candidate’s preferences in five crucial areas: management style, directing and delegating, motivation, development of others, and working with their own manager. View a sample report at: <https://sgr.pub/SGRDiSCReport>.

For assessments of more than two candidates, a DiSC Management Comparison Report is included, offering a side-by-side view of each candidate’s preferred management style. View a sample comparison report at: <https://sgr.pub/SGRDiSCCompare>.

First-Year Plan or Other Advanced Exercise

SGR will collaborate with your organization, if desired, to create an advanced exercise for the finalist candidates. One such example is a First-Year Plan, where finalist candidates are encouraged to develop a first-year plan based on their current understanding of the position's opportunities and challenges. Other exercises, such as a brief presentation on a topic to be identified by the Recruiter and Search Committee, are also typically part of the onsite interview process to assess finalists' communication and presentation skills, as well as critical analysis abilities.

Step 8: Interview Process

Face-to-Face Interviews

SGR will arrange interviews at a date and time convenient for your organization. This process can be as straightforward or as elaborate as your organization desires. SGR will aid in determining the specifics and assist in developing the interview schedule and timeline. We will provide sample interview questions and participate throughout the process to ensure it runs smoothly and efficiently.

Stakeholder Engagement

At the discretion of the Search Committee, we will closely collaborate with your organization to involve community stakeholders in the interview process. Our recommendation is to design a specific stakeholder engagement process after gaining deeper insights into the organization and the community. As different communities require distinct approaches, we will work together to develop a tailored approach that addresses the unique needs of the organization.

Deliberations

SGR will facilitate a discussion about the finalist interviews and support the Search Committee in making a hiring decision or determining whether to invite one or more candidates for a second interview.

Reference Checks

SGR uses a progressive and adaptive automated reference check system to provide insights on candidates' soft skills from a well-rounded group of references. References may include elected officials, direct supervisors, direct reports, internal organizational peers, professional peers in other organizations, and civic leaders. SGR's reference check platform is anonymous, proven to encourage more candid and truthful responses, thus providing organizations with more meaningful and insightful information on candidates. SGR delivers a written summary report to the organization once all reference checks are completed. The timing of reference checks may vary depending on the specific search process and situation. If finalists' names are made public prior to interviews, SGR will typically contact references before the interview process. If the finalists' names are not made public prior to interviews, SGR may wait until the organization has selected its top candidate before contacting references to protect candidate confidentiality.

Step 9: Negotiations and Hiring Process

Determine Terms of an Employment Offer

Upon request, SGR will provide draft employment agreement language and other helpful information to aid in determining an appropriate offer to extend to your preferred candidate.

Negotiate Terms and Conditions of Employment

SGR will assist to whatever degree you deem appropriate in conducting negotiations with the chosen candidate. SGR will identify and address any special needs or concerns of the selected candidate, including potential complicating factors. With our experience and preparedness, SGR is equipped to facilitate win-win solutions to resolve negotiation challenges.

Press Release (if requested)

Until employment negotiations are finalized, you should exercise caution to avoid the embarrassment of a premature announcement that may not materialize. It is also considered best practice to notify all senior staff and unsuccessful candidates before any media exposure. SGR will assist in coordinating this process and in crafting any necessary announcements or press releases.

Satisfaction Surveys

SGR is committed to following the golden rule, which means providing prompt, professional and excellent communication while always treating every client with honor, dignity and respect. We request clients and candidates to participate in a brief and confidential survey after the completion of the recruitment process. This valuable feedback assists us in our ongoing efforts to improve our processes and adapt to the changing needs of the workforce.

Post-Hire Services

As part of our commitment to ensuring long-term success, SGR is pleased to offer a complimentary, four-hour, leadership development workshop for your organization within 12 months of the successful completion of the executive search. SGR Executive Recruitment clients would be responsible for the travel costs associated with facilitation only—no professional fee (a cost savings of up to \$4,750)! Leadership development workshops are designed to support the newly appointed leader and foster a servant leadership culture within your team, enhancing collaboration and alignment across the organization. Standard leadership development workshops include the following topics:

- Creating a Servant Leadership Culture
- Governance
- Team Building
- Strategic Planning
- Strategic Visioning

For additional information on our leadership development workshops, please email training@governmentresource.com or visit <https://www.governmentresource.com/leadership-development-training-resources/workshops-retreats>

We offer additional post-hire services such as executive coaching, team-building retreats, and performance review assistance at the six-month or one-year mark. For more information or to request a customized proposal, please visit <https://www.governmentresource.com/leadership-development-training-resources>.

Typical Timeline *

The timeline below is an example only, and we will work with you to finalize and approve a timeline, with adjustments made if needed after the position is posted.

Initial Steps Prior to Posting Position:	
<ul style="list-style-type: none"> • Contract Execution • Kickoff Meeting to Discuss Recruitment Strategy and Timeline • Organization/Position Insight and Analysis • Stakeholder Interviews and Listening Sessions • Deliverable: Draft Recruitment Brochure • Deliverable: Recommended Ad Placements • Organization Approves Ad Placements • Search Committee Reviews and Approves Brochure 	<p><i>Timing varies and usually takes a minimum of 2-3 weeks.</i></p>

Task	Week
<ul style="list-style-type: none"> • Post Position and Firm up Timeline • Recruitment Campaign and Outreach to Prospective Applicants • Initial Screening and Review by Executive Recruiter 	Weeks 1-4
<ul style="list-style-type: none"> • Search Committee Briefing to Review Applicant Pool and Select Semifinalists 	Week 5
<ul style="list-style-type: none"> • Questionnaires • Recorded One-Way Semifinalist Interviews • Media Searches - Stage 1, as described in Approach/Methodology 	Week 6
<ul style="list-style-type: none"> • Deliverable: Semifinalist Briefing Books via Electronic Link • Deliverable: Recorded Online Interviews, if applicable 	Week 7
<ul style="list-style-type: none"> • Search Committee Briefing to Select Finalists 	Week 8
<ul style="list-style-type: none"> • Comprehensive Media Searches - Stage 2, as described in Approach/Methodology • Background Investigation Reports • Disc Management Assessments (if desired, supplemental cost) • First-Year Plan or Other Advanced Exercise (if desired) 	Weeks 9-10
<ul style="list-style-type: none"> • Deliverable: Finalist Briefing Books via Electronic Link 	Week 11
<ul style="list-style-type: none"> • Face-to-Face Interviews • Stakeholder Engagement (if desired) • Deliberations • Reference Checks (may occur earlier in process) • Negotiations and Hiring Process 	Week 12

** Timeline is dependent upon Search Committee availability and Holidays. Organization agrees to timely provide photos/graphics and information necessary to develop recruitment brochure, narrow candidate field, and conduct candidate screening; failure to do so, may in SGR's reasonable discretion, extend timeline and can negatively impact the outcome of the process.*

Fee Proposal

Not-to-Exceed Price: \$27,900

Not-to-Exceed Price is comprised of:

- **Fixed Fee of \$25,400**
- **Up to \$2,500 in Ad Placements (billed at actual cost)**

The Fixed Fee includes:

- Stakeholder Interviews and Listening Sessions
- Production of a Professional Recruitment Brochure
- Recruitment Campaign and Outreach:
 - Outreach to Prospective Applicants
 - Custom Graphics for Email and Social Media Marketing
 - Announcement in SGR's Servant Leadership e-Newsletter
 - Post on SGR's Website
 - Ad on SGR's Job Board
 - Two (2) Targeted Job Blasts to SGR's Opt-In Subscriber Database
 - Promotion on SGR's LinkedIn
- Application Management, Screening, and Evaluation
- Semifinalist Evaluation:
 - Questionnaires for up to 15 Semifinalists
 - Recorded One-Way Interviews for up to 15 Semifinalists
 - Media Searches – Stage 1 Reports for up to 15 Semifinalists
- Semifinalist Briefing Books via Electronic Link
- Comprehensive Stage 2 Media Reports for up to Five (5) Finalists
- Background Investigation Reports for up to Five (5) Finalists
- Finalist Briefing Books via Electronic Link
- Reference Checks for up to Five (5) Finalists
- Up To Two (2) Onsite Visits by the Recruiter for 1-3 days each, Inclusive of Travel Costs

Reimbursable Expenses included in the not-to-exceed price:

- Ad placements up to \$2,500 will be billed at the actual cost with no markup for overhead and are incorporated into our not-to-exceed price.

Reimbursable Expenses not included in the not-to-exceed price:

- Ad placements over and above \$2,500 will be billed back at actual cost with no markup for overhead.

Supplemental Services/Other Expenses not included in the fixed or not-to-exceed price:

- There may be additional charges for substantial and substantive changes made to the recruitment brochure after the brochure has been approved by the Organization and the position has been posted online. Organization would be notified of any supplemental costs prior to changes being made.
- At your request, SGR can conduct an online stakeholder survey for \$1,500 to help identify key issues or priorities that you may want to consider prior to launching the search. SGR provides recommended survey questions and sets up an online survey. Stakeholders are directed to a web page or invited to take the survey by email. A written summary of results is provided to the Organization. Please note that this type of survey may extend the recruitment timeline.
- Online interviews over and above the 15 included in the Fixed Fee - \$250 per candidate.
- Additional comprehensive stage 2 media reports over and above the maximum of five (5) included in the fixed price above - \$750 per candidate.
- Additional background investigation reports over and above the maximum of five (5) included in the fixed price above - \$500 per candidate.
- Additional reference checks over and above the maximum of five (5) included in the fixed price above - \$250 per candidate.
- DiSC Management assessments - \$175 per candidate.
- Semifinalist and finalist briefing materials will be provided to the Organization via an electronic link. Should the Organization request printing of those materials, the reproduction and shipping of briefing materials will be outsourced and be billed back at actual cost.
- Additional onsite visits by the recruiter over and above the two (2) onsite visits included in the fixed price are an additional cost. Travel time and onsite time are billed at a professional fee of \$1,000 per day. Meals are billed back at a per diem rate of \$15 for breakfast, \$20 for lunch, and \$30 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost with no markup for overhead.
- SGR Executive Recruitment clients wishing to utilize the complimentary leadership development workshop would be responsible for the travel costs associated with facilitation only. Meals are billed back at a per diem rate of \$15 for breakfast, \$20 for lunch, and \$30 for dinner. Mileage will be reimbursed at the then-current IRS rate. All other travel-related expenses are billed back at actual cost with no markup for overhead.
- The organization bears the cost of candidate travel, and candidates are reimbursed directly by the organization.

- If the organization desires any supplemental services not mentioned in this fee proposal, an estimate of the cost will be provided at that time, and no work shall be done without approval.

Billing

SGR will bill the fixed fee in four (4) installments: 30% upon contract execution, 30% after the applicant pool is presented, 30% after finalist interviews, and 10% upon acceptance of employment. Ad placement expenses and supplemental services/other expenses will be billed as incurred or provided. Balances that are unpaid after the payment deadline are subject to a fee of 5% per month or the maximum lawful rate, whichever is less, on the owed amount every month, charged monthly until the balance is paid.

Terms and Conditions

- The organization agrees not to discriminate against any candidate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital status, or any other basis that is prohibited by federal, state, or local law.
- The organization agrees to refer all prospective applicants to SGR and not to accept applications independently during the recruitment process.
- The organization agrees to provide SGR with any candidates that were previously accepted as applicants for the given position before engaging SGR to conduct the recruitment for the subject position.
- If the organization wishes to place ads in local, regional, or national newspapers, the organization shall be responsible for paying directly for the ads and for placing the ads using language provided by SGR.
- The organization bears the cost of candidate travel, and candidates are reimbursed directly by the organization.

Placement Guarantee

SGR is committed to your satisfaction with the results of our full service recruitment process. If, for any reason, you are not satisfied, we will repeat the entire process one additional time, and you will be charged only for expenses as described in the Fee Proposal under Supplemental Services. Additionally, we promise not to directly solicit any candidate selected under this engagement for another position while they are employed with your organization.

In the event that you select a candidate fully vetted by SGR, who subsequently resigns or is released for any reason within 12 months of their hire date, we are committed to conducting a one-time additional executive search to identify a replacement. In this case, you will only be charged for related expenses as described in the Fee Proposal.

If your organization circumvents SGR's recruitment process and selects a candidate who did not participate in the full recruitment process, the placement guarantee will be null and void. Additionally, SGR does not provide a guarantee for candidates placed as a result of a partial recruitment effort or limited scope recruitment.

City & County Management Recruitments, 2019-Present

In Progress

- Corsicana, Texas (pop. 25,000) – City Manager
- Heath, Texas (pop. 10,400) – City Manager
- Marshall, Texas (pop. 23,500) – City Manager
- Marysville, Kansas (pop. 3,500) - City Administrator
- Miami, Oklahoma (pop. 13,000) - City Manager
- New Smyrna Beach, Florida (pop. 32,000) - City Manager
- Perryton, TX (pop. 8,500) - City Manager
- Scarsdale, New York (pop. 18,000) - Village Manager
- Springfield, Missouri (pop. 170,000) - City Manager
- Treasure Island, Florida (pop. 6,500) - City Manager

2024

- Coffeyville, Kansas (pop. 9,000) - City Manager
- Duncan, Oklahoma (pop. 23,000) - City Manager
- DuPont, Washington (pop. 10,000) - City Administrator
- Edwardsville, Kansas (pop. 4,700) - City Manager
- Leander, Texas (pop. 80,000) - City Manager
- Leavenworth, Kansas (pop. 37,000) – City Manager
- Manhattan, Kansas (pop. 55,000) – City Manager
- Medford, Oregon (pop. 90,000) - City Manager
- Orono, Maine (pop. 11,000) - Town Manager
- San Juan County, Washington (pop. 18,000) - County Manager
- Topeka, Kansas (pop. 125,000) - City Manager
- New Rochelle, New York (pop. 82,000) – City Manager

2023

- Camp Verde, Arizona (pop. 12,000) - Town Manager
- Cleburne, Texas (pop. 33,000) - City Manager
- Bristol, Tennessee (pop. 27,000) - City Manager
- Dobbs Ferry, New York (pop. 11,000) - Village Administrator
- Gatesville, Texas (pop. 16,000) - City Manager
- Glastonbury, Connecticut (pop. 35,000) - Town Manager
- Great Bend, Kansas (pop. 15,000) - City Administrator

- Justin, Texas (pop. 5,000) - City Manager
- Lafayette, Colorado (pop. 30,000) - City Administrator
- Laredo, Texas (pop. 256,000) - City Manager
- Largo, Florida (pop. 84,000) - City Manager
- Lawton, Oklahoma (pop. 90,000) - City Manager
- Mexia, Texas (pop. 7,000) - City Manager
- Nassau Bay, Texas (pop. 5,000) - City Manager
- Navajo County, Arizona (pop. 106,000) - County Manager
- Ottawa, Kansas (pop. 12,500) - City Manager
- Parker, Arizona (pop. 3,500) - Town Manager
- Rowlett, Texas (pop. 68,000) - City Manager
- Shawnee, Kansas (pop. 69,000) - City Manager
- Snoqualmie, Washington (pop. 14,000) - City Administrator
- Snyder, Texas (pop. 11,000) - City Manager
- Stillwater, Oklahoma (pop. 48,000) - City Manager
- Trophy Club, Texas (pop. 13,000) - Town Manager
- Williston, North Dakota (pop. 29,000) - City Administrator

2022

- Aledo, Texas (pop. 5,500) - City Manager
- Blaine, Washington (pop. 6,000) - City Manager
- Crandall, Texas (pop. 4,000) - City Manager
- Dalhart, Texas (pop. 8,500) - City Manager
- Edinburg, Texas (pop. 100,000) - City Manager
- Fort Collins, Colorado (pop. 175,000) - City Manager
- Frisco, Colorado (pop. 3,000) - Town Manager
- Graham, Texas (pop. 8,000) - City Manager
- Hutto, Texas (pop. 40,000) - City Manager
- Johnston, Iowa (pop. 24,000) - City Administrator
- Kennebunk, Maine (pop. 11,000) - Town Manager
- Kennedale, Texas (pop. 9,000) - City Manager
- Ketchikan, Alaska (pop. 8,000) - City Manager/Public Utilities General Manager
- Klamath Falls, Oregon (pop. 22,000) - City Manager
- Leawood, Kansas (pop. 34,000) - City Administrator
- Levelland, Texas (pop. 14,000) - City Manager
- Live Oak, Texas (pop. 16,000) - City Manager
- Madisonville, Texas (pop. 4,500) - City Manager
- Manor, Texas (pop. 15,000) - City Manager

- Marshall, Texas (pop. 23,000) - City Manager
- Mineral Wells, Texas (pop. 15,000) - City Manager
- Mont Belvieu, Texas (pop. 8,000) - City Manager
- Montgomery, Texas (pop. 2,400) - City Administrator
- Nassau Bay, Texas (pop. 5,000) - City Manager
- Parkville, Missouri (pop. 7,000) - City Administrator
- Rocky Hill, Connecticut (pop. 21,000) - Town Manager
- Sunnyvale, Texas (pop. 8,000) - Town Manager
- Tolland, Connecticut (pop. 15,000) - Town Manager
- Walla Walla, Washington (pop. 34,000) - City Manager
- West Lake Hills, Texas (pop. 3,000) - City Administrator
- Wethersfield, Connecticut (pop. 26,000) - Town Manager
- Wickenburg, Arizona (pop. 7,500) - Town Manager

2021

- Bainbridge Island, Washington (pop. 25,000) - City Manager
- Breckenridge, Texas (pop. 5,000) - City Manager
- Bridgeport, Texas (pop. 6,500) - City Manager
- Briarcliff Manor, New York (pop. 8,000) - Village Manager
- Chandler, Arizona (pop. 270,000) - City Manager
- Chanhassen, Minnesota (pop. 27,000) - City Manager
- Chickasha, Oklahoma (pop. 16,000) - City Manager
- Choctaw, Oklahoma (pop. 12,000) - City Manager
- Clermont, Florida (pop. 44,000) - City Manager
- Flower Mound, Texas (pop. 79,000) - Town Manager
- Johnson City, Tennessee (pop. 65,000) - City Manager
- Kennett Square, Pennsylvania (pop. 6,000) - Borough Manager
- Lago Vista, Texas (pop. 8,000) - City Manager
- Lamar, Colorado (pop. 7,500) - City Administrator
- Monett, Missouri (pop. 9,000) - City Administrator
- North Port, Florida (pop. 77,000) - City Manager
- Port Chester, New York (pop. 30,000) - Village Manager
- Sherwood, Oregon (pop. 20,000) - City Manager
- Snoqualmie, Washington (pop. 14,000) - City Administrator
- Spokane, Washington (pop. 220,000) - City Administrator

2020

- Argyle, Texas (pop. 4,000) - Town Administrator

- Bay City, Texas (pop. 17,000) - City Manager
- Bedford, Texas (pop. 49,000) - City Manager
- Boerne, Texas (pop. 16,000) - City Manager
- Castroville, Texas (pop. 3,000) - City Administrator
- Clinton, Connecticut (pop. 13,500) - Town Manager
- Commerce, Texas (pop. 9,000) - City Manager
- Covington, Georgia (pop. 14,000) - City Manager
- DeSoto, Texas (pop. 56,000) - City Manager
- Duncanville, Texas (pop. 40,000) - City Manager
- Hutchinson, Kansas (pop. 42,000) - City Manager
- Hutto, Texas (pop. 30,000) - City Manager
- Iola, Kansas (pop. 5,500) - City Administrator
- Johns Creek, Georgia (pop. 84,000) - City Manager
- Joplin, Missouri (pop. 50,000) - City Manager
- Miami, Oklahoma (pop. 13,500) - City Manager
- Mission Hills, Kansas (pop. 3,500) - City Administrator
- Nacogdoches, Texas (pop. 33,000) - City Manager
- Santa Fe, Texas (pop. 13,000) - City Manager
- Tigard, Oregon (pop. 53,000) - City Manager
- Westworth Village, Texas (pop. 3,000) - City Administrator

2019

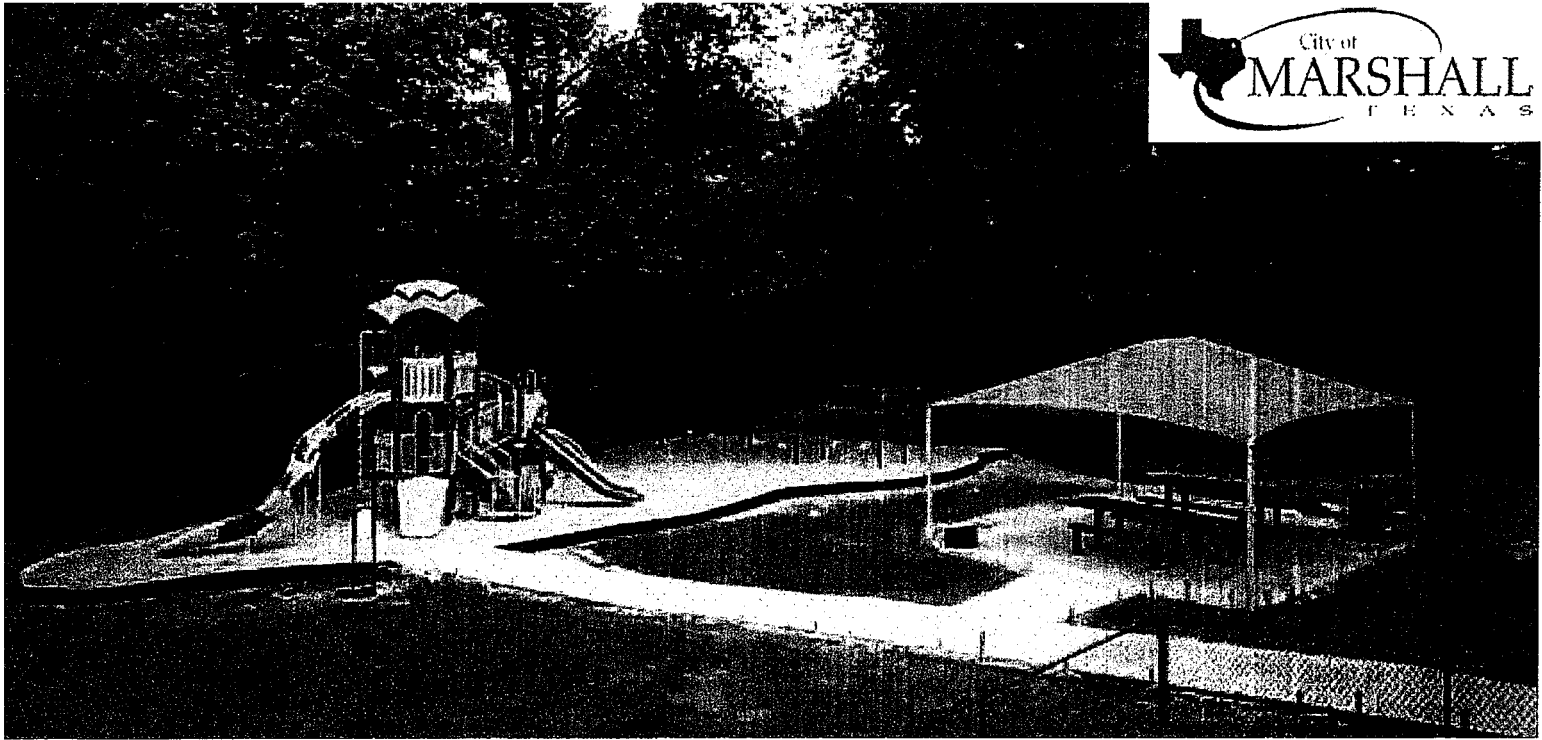
- Blaine, Minnesota (pop. 65,000) - City Manager
- Bullard, Texas (pop. 4,000) - City Manager
- Campbell County, Wyoming (pop. 46,000) - Commissioners' Administrative Director/County Administrator
- Canyon, Texas (pop. 15,000) - City Manager
- Copperas Cove, Texas (pop. 34,000) - City Manager
- Killeen, Texas (pop. 145,000) - City Manager
- Kingsville, Texas (pop. 26,000) - City Manager
- Lamar, Colorado (pop. 7,500) - City Administrator
- Lenexa, Kansas (pop. 55,000) - City Manager
- Mineral Wells, Texas (pop. 15,000) - City Manager
- Orange, Texas (pop. 19,000) - City Manager
- Palm Coast, Florida (pop. 86,000) - City Manager
- South Windsor, Connecticut (pop. 26,000) - Town Manager
- Springfield, Oregon (pop. 62,000) - City Manager
- Terrell, Texas (pop. 17,000) - City Manager

- Tolland, Connecticut (pop. 15,000) - Town Manager
- Vail, Colorado (pop. 5,000) - Town Manager
- Venus, Texas (pop. 5,000) - City Administrator
- Victoria, Texas (pop. 67,000) - City Manager
- West Lake Hills, Texas (pop. 3,000) - City Administrator



CITY MANAGER

EXECUTIVE
RECRUITMENT
PROVIDED BY  SGR



THE COMMUNITY

Ideally situated in the heart of East Texas, just two hours east of Dallas, three hours north of Houston, and 45 minutes west of Shreveport, Marshall is part of the tri-state region — a socio-economic area comprised of 39 counties and parishes in Texas, Louisiana, and Arkansas. With a population of 23,676, it serves as the county seat for Harrison County, which has a population of 66,553.

The Mobilize Marshall Plan of Action was ratified by the City Council in 2019. Developed in conjunction with the citizens of Marshall, the plan includes redeveloping downtown, establishing a historic preservation ethic, supporting museums, exploring possibilities for establishing a cultural arts district, and adding new festivals and cultural programs.

Major employers in the area include Eastman Chemical Company, Trinity Industries, Marshall Independent School District, Christus Good Shepherd Medical Center, and Blue Cross Blue Shield of Texas.

Marshall Independent School District serves over 5,000 Pre-K to 12th-grade students across eight campuses. For those seeking higher education, several colleges and universities are nearby, including East Texas Baptist University, Wiley University, Texas State Technical College, and Panola College-Marshall. Students also commute to Kilgore College in Kilgore, Panola College in Carthage, and Letourneau University and the University of Texas at Tyler, both in nearby Longview.

Designated as a Main Street City, it is also a two-time recipient of the prestigious All-America City Award. The City's downtown area is replete with historic buildings and Texas culture. During the past two decades, the City has allocated millions toward investing in projects and infrastructure in the downtown area, including investment in retail and restaurants as well as streetscaping efforts to beautify the Downtown Corridor. Marshall is currently investing over \$5 million in parks upgrades. Marshall's CIP reflects ongoing investments in roads, utilities and buildings.

Downtown's Memorial City Hall Performance Center opened in late 2019. The home of Marshall's municipal government for more than 50 years, the historic building underwent extensive renovations. It is now a fully restored, state-of-the-art, 550-seat performance center with meeting and conference spaces, as well as a performance stage. The complex also houses a veterans' museum. These investments have served as a catalyst for increased economic development and redevelopment in the area.

Marshall is famous for its Wonderland of Lights festival, held each year during the Christmas season and is one of the largest light festivals in the U.S. The City is also home to a wealth of musical entertainment, including Boogie-Woogie, guitar picking, and electric jam.

MISSION, VISION & VALUES

MISSION

The City of Marshall is dedicated to providing high-quality services and preserving Marshall as a superior place in which to live, work, and thrive.

VISION

The City of Marshall is a safe, well-maintained, responsive, innovative, and financially sound community that celebrates families, and businesses.

VALUES

Customer Service

We take pride in being courteous, patient, humble, and professional in both our internal and external interactions.

Excellence

We strive for the best performance possible in all aspects of our service to citizens.

Honesty

We make ethical and well-intentioned decisions and provide transparency with information and insights.

Innovation

We are dedicated to continuous improvement by exploring new ideas, challenging the status quo, and committing to a growth mindset.

Efficiency

We value providing the best service to our residents with the most efficient and economical use of city resources.



GOVERNANCE & ORGANIZATION

Marshall is a home-rule city operating under a council-manager form of government with seven Council Members, including the Mayor, who serve staggered, four-year terms. The City Council hires a professional City Manager to oversee day-to-day operations and the activities of the organization's roughly 250 employees. They also appoint Marshall's City Judge, City Attorney, and City Secretary.

In 2020, Marshall completed a review of its 100-year-old Charter, and all recommendations from the review were approved by voters. At an inaugural in fall 2022, City leaders collaborated on and established nine strategic areas of focus to guide the organization's work and service. These include:

- Vibrant and Growing City
- Supportive and Engaged Community
- Fiscal Responsibility
- Collaborative Leadership
- Safe Community
- Resilient Infrastructure
- Valued Parks and Cultural Amenities
- High-Performing and Dynamic City Government
- Outstanding City Workforce



ABOUT THE POSITION

A direct report to the City Council, Marshall's City Manager is responsible for implementing the council's vision, policies, and directives and ensuring the efficient administration of City services.

The position oversees the enforcement of city ordinances, resolutions, and regulations, supervises the organization's department heads, and serves as the budget officer. Additionally, the new hire will make professional recommendations to the City Council regarding operations, financial conditions, customer service, and other matters. They also represent the organization and Marshall to community and regional leaders, civic organizations, state and federal agencies, and members of the media.

OPPORTUNITIES & CHALLENGES

The new City Manager will find Marshall to be a friendly, diverse community with a stable government, outstanding municipal services, and the usual challenges and opportunities characteristic of a thriving community.

The selected candidate will be tasked with developing long-term strategies to realize the City's mission of providing its citizens with an outstanding quality of life. This includes:

- Focusing on economic development and job creation/retention, particularly retaining college students after graduation and attracting young professionals to the community
- Creating and implementing plans to sustainably address the city's growing housing needs
- Addressing aging utility infrastructure and City facility needs, including short- and long-term capital plans
- Effectively addressing commercial and neighborhood blight issues
- Developing quality-of-life youth activities and opportunities

IDEAL CANDIDATE

The City of Marshall's next City Manager will be a proactive and visionary leader who will take the organization to the next level.

The right fit for this position has a strong customer service focus and will build trust, inspire and motivate others by example, promote teamwork, and unite the organization with a shared sense of purpose. They will be a morale and relationship builder with extraordinary people skills — and a strategic thinker with outstanding planning skills who can guide this diverse community on the path to sustainable growth while ensuring it retains its unique, small-town culture and traditions.

Experience with strategic planning, economic development, capital projects, and working with a limited budget would be especially valuable, as would an ability to identify and co-opt best practices, embrace emerging technology, enhance professionalism, and promote innovation. A highly ethical leader who values open and transparent government is strongly desired.

The chosen candidate must be a consensus builder and an exceptional communicator with excellent listening, problem-solving, and presentation skills. They should also be a collaborator skilled at building trust and rapport with the City Council, staff, residents, and community stakeholders. A leader who can present well-developed ideas and solutions to the governing body directly and confidently while maintaining respect and integrity is a must.

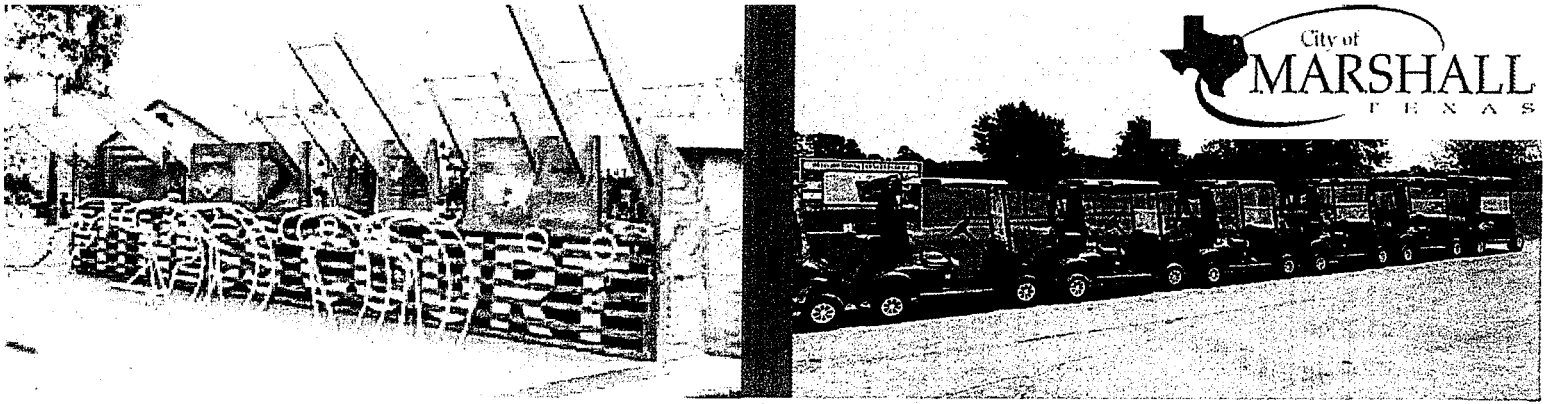
City leaders seek a City Manager who is a visible, active member of the community, both personally and professionally; a role model for staff; and someone who values input from citizens and community groups and demonstrates a willingness to build on existing relationships and forge new ones.

The ideal candidate will create and maintain a high-performance environment where all employees flourish and mentor others with a collaborative management style, building consensus and encouraging collaboration within and across departments. The ability to delegate with clarity and authority, hold staff accountable without micromanaging, and set clear expectations is vital.

EDUCATION & EXPERIENCE

This position requires a bachelor's degree, with a master's degree preferred. Candidates should also have six (6) to nine (9) years of progressively responsible supervisory and/or management experience as a director or management executive.

Experience in municipal government is required, and a proven record of strong fiscal management, project management, planning, economic development, and infrastructure management (funding and replacement) is preferred. Please also note that the selected candidate must establish residency within the Marshall city limits within six months of hire.



COMPENSATION & BENEFITS

The City of Marshall is offering a salary range of \$175,000 to \$195,000 for this position, depending on qualifications and experience. The organization's robust benefits package includes health, dental, vision, and life insurance, 12 paid holidays, and generous vacation and sick leave.

Marshall also participates in the Texas Municipal Retirement System, with a 7% employee contribution and a 2:1 City match.

APPLICATION PROCESS

Please apply online

For more information on this position, contact:

Lissa Barker, Senior Vice President

LissaBarker@governmentresource.com

817-266-0647



The City of Marshall, Texas, is an Equal Opportunity Employer and values diversity in its workforce. Applicants selected as finalists will be subject to a comprehensive background check.

RESOURCES

City of Marshall
marshalltexas.net

Marshall City Manager
marshalltexas.net/158/City-Manager

Marshall Economic Development Corporation
marshalledc.org

Greater Marshall Chamber of Commerce
marshalltexas.com

Visit Marshall
visitmarshalltexas.com



**Agreement for Executive Recruitment Services (“PROJECT”)
to City of Kingsville, Texas (“CLIENT”) between
CLIENT and Strategic Government Resources, Inc., DBA SGR (“SGR”)**

SGR and CLIENT (together, “Parties”) agree as follows, effective upon the date of the later signature below, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the sufficiency of which each Party hereby acknowledges.

1. SGR promises and agrees:

- A. To perform the services described in SGR’s Proposal for PROJECT dated December 6, 2024 (“PROPOSAL”) substantially in the timeframe projected in the PROPOSAL.
- B. To honor the Placement Guarantee stated in the PROPOSAL.
- C. To comply with all applicable open records, public information and similar laws, and consult with CLIENT if SGR is asked for information before disclosure, unless prevented by court order or law from doing so.

2. CLIENT promises and agrees:

- A. To pay SGR promptly as billed or invoiced for such services in accordance with the amounts stated in PROPOSAL, including Reimbursable Expenses and costs of any Supplemental Services or Other Expenses that CLIENT selects. Balances that are unpaid after the payment deadline are subject to a fee of 5% per month or the maximum lawful rate, whichever is less, on the owed amount every month, charged monthly until the balance is paid.
- B. To timely provide photos/graphics and information necessary to develop recruitment brochure, narrow candidate field, and conduct candidate screening and interviews; failure to do so may, in SGR’s reasonable discretion, extend timeline and can negatively impact the outcome of the process.
- C. To respond to drafts of documents and reports in a timely manner; failure to do so may, in SGR’s reasonable discretion, extend timelines and can negatively impact the outcome of the process.
- D. To refer all prospective applicants to SGR and not to accept applications independently during the recruitment process.
- E. To provide legal opinions to SGR regarding when and if any information relating to the PROJECT must or should be released in accordance with public information laws or legal process.
- F. That if CLIENT receives an open records request related to this PROJECT, CLIENT shall notify and share the request with SGR in writing as soon as possible but within no more than three (3) business days of receipt and that CLIENT shall provide sufficient time for SGR to notify and provide advance notice to the impacted individuals prior to CLIENT releasing the required information with protected information redacted.
- G. To directly reimburse finalists for travel-related expenses relating to in-person interviews.
- H. That CLIENT is ultimately responsible for candidate selections and CLIENT will not discriminate against any candidate on the basis of age, race, creed, color, religion, sex, sexual orientation,

national origin, disability, marital status, or any other basis that is prohibited by federal, or applicable state, or local law.

- I. To comply with the Fair Credit Reporting Act.
- J. To cooperate with SGR and not impede SGR from performing its obligations to CLIENT.

3. Additional Terms and Conditions:

- A. The PROPOSAL is incorporated herein for all purposes including all terms defined therein, but if there is any conflict or inconsistency between the terms or conditions of this Agreement, this Agreement controls.
- B. SGR may substitute personnel other than those initially placed, who have substantially equivalent training and experience and subject to approval of CLIENT, due to factors such as SGR employee/consultant turnover, developing needs of the PROJECT, or CLIENT's request.
- C. CLIENT grants SGR permission to use any name, logo, or other identifying mark of CLIENT in SGR's social media content to refer to the relationship established by this agreement.
- D. Remedies
 - i. CLIENT can terminate this agreement at any time for no reason upon giving SGR seven (7) days advance written notice of the termination date. In such an event, SGR shall be compensated for all work satisfactorily performed up to and through the termination date.
 - ii. SGR can terminate this agreement upon seven (7) days advance written notice of the termination date to CLIENT if CLIENT has failed to promptly pay in full any undisputed portion of any bill or invoice (if the dispute is in good faith) or has failed to perform its contractual promises in a manner that materially impedes SGR's ability to successfully perform its obligations, including identifying and attracting qualified candidates. In such an event, SGR shall be compensated for all work satisfactorily performed up to and through the termination date.
- E. CLIENT acknowledges that the nature of executive recruitment is such that SGR engages in discussions with prospects through the process who may or may not ultimately become a candidate, and that SGR is utilizing its proprietary network of relationships to identify and engage prospective candidates, and that premature release of such proprietary information, including names of prospective candidates with whom SGR may be having conversations as part of the recruitment process, may be damaging to the prospects, CLIENT, and SGR. Accordingly, CLIENT acknowledges and, to the extent permitted by law, agrees that all information related to this search is proprietary, and remains the property of and under the exclusive control of SGR, regardless of whether such information has been shared with CLIENT.
- F. There are no third-party beneficiaries to this Agreement.
- G. If any term or condition of this Agreement is invalidated by final judgment of a court of competent jurisdiction or becomes impossible to perform, the Parties will confer about whether to continue performance without amending the Agreement, without prejudice to either Party's right to terminate the Agreement without cause.
- H. This Agreement embodies the complete and final understandings, contract, and agreement between the Parties, superseding any and all prior written or verbal representations,

understandings, or agreements pertaining to this PROJECT. This Agreement can be modified only by signed written amendment. Electronic communications purporting to amend this Agreement will be effective only if the electronic communication includes specific reference to this Agreement or PROJECT.

- I. This Agreement will be governed by the substantive laws of the State of Texas without regard to the jurisdiction's choice-of-law doctrines. Venue for any litigation relating to this Agreement will be exclusively in Kleberg County of the State of Texas.
- J. To the extent it may be permitted to do so by applicable law, CLIENT does hereby agree to defend, hold harmless, and indemnify SGR, and all officers, employees, and contractors of SGR, from any and all demands, claims, suits, actions, judgments, expenses, and attorneys' fees incurred in any legal proceedings brought against them as a result of action taken by SGR, its officers, employees, and contractors, providing the incident(s), which is (are) the basis of any such demand, claim, suit, actions, judgments, expenses, and attorneys' fees, arose or does arise in the future from an act or omission of SGR acting within the course and scope of SGR's engagement with CLIENT; excluding, however, any such demand, claim, suit, action, judgment, expense, and attorneys' fees for those claims or any causes of action where it is determined that SGR committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith. In the case of such indemnified demand, claim, suit, action, or judgment, the selection of SGR's legal counsel shall be with the mutual agreement of SGR and CLIENT if such legal counsel is not also CLIENT's legal counsel. A legal defense may be provided through insurance coverage, in which case SGR's right to agree to legal counsel provided will depend on the terms of the applicable insurance contract. The provisions of this paragraph shall survive the termination, expiration, or other end of this agreement and/or SGR's engagement with CLIENT.
- K. Notices related to this Agreement will go to the respective Parties as follows but either Party can change the addressee for notices to that Party by written notice to the other Party.
 - i. For the purposes of this Agreement, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Agreement.
 - ii. Any notice required be given by this Agreement shall be deemed to have been given within three (3) days of emailing or depositing in the mail.

Legal Notices:

SGR

Attn: Melissa Valentine, Corporate Secretary
PO Box 1642
Keller, TX 76244
Melissa@GovernmentResource.com

CLIENT

Attn: _____
Address: _____
Email: _____

PROJECT Representative:

SGR

Jeri J. Peters
President of Executive Recruitment
JJPeters@GovernmentResource.com
817-337-8581

CLIENT

Name: _____
Title: _____
Email: _____
Phone: _____

Billing and Invoicing:

SGR

Attn: Finance
Finance@GovernmentResource.com
817-337-8581

CLIENT

Name: _____
Title: _____
Email: _____
Phone: _____

- L. Unless sooner terminated, this Agreement shall terminate at such time as the PROJECT is completed and the requirements of this Agreement are satisfied, except that duties of payment, information disclosure, placement guarantee, and any representations and warranties survive this Agreement.
- M. The Parties and each individual who executes this Agreement on behalf of a Party represent and warrant to the other Party that as to each Party's respective signatory, that signatory is authorized by their Party to execute this Agreement and to bind their Party hereto.
- N. Time is of the essence to this Agreement.
- O. This Agreement may be executed in counterparts which together will comprise the Agreement.
- P. This Agreement is subject to appropriation of funds by CLIENT.

Strategic Government Resources, Inc., DBA SGR

CLIENT

Signature

Signature

Printed Name: Jeri J. Peters

Printed Name: _____

Title: President of Executive Recruitment

Title: _____

Date

Date

AGENDA ITEM #20

RESOLUTION #2025-_____

A RESOLUTION APPOINTING TWO REPRESENTATIVES AND TWO ALTERNATE REPRESENTATIVES TO THE COASTAL BEND COUNCIL OF GOVERNMENTS; REPEALING ALL CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville currently has two representatives and two alternate representatives appointed to the Coastal Bend Council of Governments (COG);

WHEREAS, only representatives can vote and serve on a COG executive board/committee, alternate representatives cannot;

WHEREAS, on June 10, 2024, the City Commission approved Resolution #2024-59 designating two representatives (Commissioner Alvarez and then City Manager McLaughlin) and two alternate representatives (Commissioners Hinojosa and Alarcon) to represent the city in the COG;

WHEREAS, on November 21, 2024 City Manager McLaughlin tendered his resignation effective December 20, 2024, which created a vacancy for one of the City's COG Representatives;

WHEREAS, on December 9, 2024, the City Commission appointed Charlie Sosa as the Interim City Manager.

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

I.

THAT Interim City Manager Charlie Sosa and Commissioner Norma Nelda Alvarez be appointed as representatives of the City of Kingsville at the COG and that Commissioner Hector Hinojosa and Commissioner Leo Alarcon be alternates to represent the City at the COG when needed.

II.

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

III.

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

PASSED AND APPROVED by a majority vote of the City Commission on the 10th day of June, 2024.

Sam Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #21

Courtney Alvarez

From: Riojas, Anna L. (HMK - SPED Diagnostician) <ariojas@kingsvilleisd.com>
Sent: Wednesday, December 4, 2024 1:21 PM
To: Courtney Alvarez
Cc: Riojas, Anna L. (HMK - SPED Diagnostician)
Subject: Sale of City Property

Greetings Ms. Courtney Alvarez

I live adjacent to the city owned property whose physical address is 811 E. Vela at 813 E. Vela and am interested in purchasing the property, whose legal description is:

Simms 2, Block 4, Lot 1-3, S/2 4 & S 1-4, 5.

According to the Kleberg County Tax Office, the Fair Market Value Price of 811 E. Vela, as of Wednesday, 12/04/2024 is \$4,120.00

I would at this time, counteroffer the Fair Market Value Price to purchase the property to the City Commissioner's Meeting scheduled for January 13, 2025.

This would be a cash transaction, and I am not asking for finance of the sale of the property.

Respectfully submitted,
AnnaLuisa (Espinosa) Riojas
361.595.8600 X 6411

RESOLUTION #2025-_____

A RESOLUTION AUTHORIZING THE SALE OF THE CITY'S REAL PROPERTY LOCATED AT 811 EAST VELA STREET, KINGSVILLE, TEXAS, ALSO KNOWN AS SIMS 2, BLOCK 4, LOT 1-3, S/2 4 & S ¼ 5.

WHEREAS, the City of Kingsville owns a small piece of real property located at 811 East Vela Street, Kingsville, Texas also known as Sims 2, Block 4, Lot 1-3, S/2 4 & S ¼ 5;

WHEREAS, the property is oddly shaped, has a sanitary sewer main going across part of it, and most of the property is located in a floodway which makes it not able to be developed

WHEREAS, the property is in a residential area on a corner and abuts a single family home that has encroached on the property;

WHEREAS, the land is undeveloped by the City and the City has no future plans for the land other than to maintain a utility easement;

WHEREAS, the City believes that placing the land for sale would place the property back on the tax roll; and

WHEREAS, pursuant to the Texas Local Government Code, real property owned by the City can be sold via public auction, sealed bids, or for home-rule cities through a broker, unless an exception is met;

WHEREAS, the City finds the property meets an exception to the bidding requirement as set out in Texas Local Government Code Section 272.001, staff recommends the property be sold through a negotiated sale with the adjacent property owner for the fair market value of the property as allowed by Texas Local Government Code Section 272.001(b)(1), (c), and (d) with the property contract coming back before the Commission for approval of the sale;

WHEREAS, a price has been negotiated for the land and the Interim City Manager now needs authority from the City Commission to execute a contract for the sale of this real property and to take any other actions necessary to sell the identified property.

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 authorizes and directs the Interim City Manager as an act of the City of Kingsville, Texas to take actions necessary to complete the real property sale in compliance with existing laws for the City's of real property located at 811 East Vela Street, Kingsville, Texas also known as Sims 2, Block 4, Lot 1-3, S/2 4 & S ¼ 5, while maintaining a utility easement on the property.

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 the 13th day of January, 2025.

Sam Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney