

# City of Kingsville, Texas

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## AGENDA

### CITY COMMISSION

MONDAY, FEBRUARY 23, 2026

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)

None.

APPROVED BY:

  
Charlie Sosa  
City Manager

#### II. Public Hearing - (Required by Law).<sup>1</sup>

None.

#### III. Reports from Commission & Staff.<sup>2</sup>

*"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.<sup>3</sup>

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being discussed separately unless requested by a Commission Member in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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 a resolution authorizing application to, administration of, and acceptance of Office of the Governor, Public Safety Office Criminal Justice Division's Body-Worn Camera Grant Program, FY2027; authorizing the Chief of Police to act on the City's behalf with such program; naming Financial Officer. (25% cash match) (to add financial officer). (Police Chief).
2. Motion to approve a resolution authorizing application to, administration of, and acceptance of Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2027 for cameras and equipment for the Kingsville Police Department; authorizing the Chief of Police to act on the City's behalf with such program; naming Financial Officer. (no cash match) (to add financial officer). (Police Chief).
3. Motion to approve a resolution authorizing application to, administration of, and acceptance of Violence Against Women Justice and Training Program (VAWA), FY2027 Grant for the Kingsville Police Department; authorizing the Chief of Police to act on the City's behalf with such program; naming Financial Officer. (30% cash match) (to add financial officer). (Police Chief).

**REGULAR AGENDA**

**CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:**

**VI. Items for consideration by Commissioners.<sup>4</sup>**

4. Discuss and consider approving a resolution of the City of Kingsville in support of PHCS Village at Kingsville, LP's application to the Texas Department of Housing and Community Affairs for the Competitive 9% Housing Tax Credit Program for the proposed rehabilitation of Village at Kingsville (f/k/a Kingsville LULAC Manor Apartments), an 88-unit multi-family affordable rental housing development in Kingsville, Texas. (Economic Development and Interim Planning Director).
5. Discuss and consider approving a resolution authorizing the Tourism Director to submit an application to the T-Mobile Hometown Grant for Downtown Speaker Installation Project and to accept and administer the grant if awarded. (Tourism Director).
6. Discuss and consider approving a resolution authorizing the City Manager to execute the construction contract with D and M Construction, LLC for the GLO CDBG-MIT Contract 22-085-009-D237 Project 1: E. Santa Gertrudis St. (near Fairview) stormwater improvements project. (City Engineer).
7. Discuss and consider approving a resolution authorizing the City Manager to execute the construction contract with R.S. Parker Construction, LLC for the GLO CDBG-MIT Contract 22-085-009-D237 Project 11: SH141/King Street (near HEB) stormwater improvements project. (City Engineer).
8. Discuss and consider approving a resolution authorizing the City Manager to execute the construction contract with R.S. Parker Construction, LLC for the GLO CDBG-MIT

Contract 22-085-009-D237 Project 12: BU 77/14<sup>th</sup> St. (near Pueblo Tires) stormwater improvements project. (City Engineer).

9. Discuss and consider approving waiver of any associated permit fees for the installation of Police Department cameras at five city property locations. (Police Chief).

10. Discuss and consider approving a resolution applying for and accepting funds for Operation Stonegarden Grant #3194311 with the Homeland Security Grants Division of the Governor's Office for border security to interdict criminal activity with no anticipated cash match; authorizing the Kingsville Chief of Police to act on the City's behalf with such program; naming Financial Officer. (Police Chief).

11. Discuss and consider approving the purchase of a 2024 Ford F-150 pickup truck for the Police Department via the TIPS USA purchasing cooperative using Operation Lone Star Grant funds. (for total outfitted cost of \$92,519.58) (Police Chief).

12. Discuss and consider approving emergency repairs to sewer main on 14<sup>th</sup> Street via the BuyBoard purchasing cooperative using Utility Fund Budget Amendment Reserve funds. (for total cost of \$66,705.00) (Public Works Director).

13. Discuss and consider approving a resolution authorizing application to, administration of, and acceptance of Office of the Governor, FY2027 Border Zone Fire Departments Grant Program, Grant #5837801 requesting funding for new portable radios for the Fire Department with no anticipated cash match; authorizing the Fire Chief to act on the City's behalf with such program. (Fire Chief).

14. Discuss and consider approving the purchase of a 2026 Chevy Silverado 1500 pickup truck for the Fire Department via the TIPS USA purchasing cooperative using CO 2024 funds. (for total outfitted cost of \$72,277.50) (Fire Chief).

15. Discuss and consider approving the purchase of an ambulance for the Fire Department via the HGAC Buy purchasing cooperative using CO 2024 funds. (for total cost of \$394,050.00) (City Manager/Purchasing Manager).

16. Discuss and consider approving the purchase of a pumper truck (\$958,101.00) and a ladder truck (\$1,488,860.00) for the Fire Department via the BuyBoard purchasing cooperative using CO 2024 funds. (after BuyBoard fee, a total cost of \$2,448,461.00) (City Manager/Purchasing Manager).

17. Discuss and consider approving a resolution authorizing the City Secretary to enter into the 2026 Recall Election Services Agreement between the City of Kingsville, Texas and the Kleberg County Clerk. (City Secretary).

18. Discuss and consider final passage of an ordinance amending the City of Kingsville Code of Ordinances Chapter III-Administration, Article 1-City Commission, Section 1-Meetings; providing for revision of meeting time to 4pm. (City Manager).

19. Discuss and consider voting to approve the nominee of each Commission Member to the City of Kingsville Ethics Review Board. (City Attorney).

20. Executive Session: Pursuant to Section 551.087, Texas Government Code, Deliberations Regarding Economic Development Negotiations Exception, the City Commission shall convene in executive session to deliberate the offer of a financial or other incentive to a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations. (Economic Development Director).

21. Executive Session: Pursuant to Section 551.074, Texas Government Code, the Personnel Exception, the City Commission shall convene in Executive Session to deliberate the duties of the City Manager/Purchasing Manager. (Commissioner Lopez).

22. Discuss and consider the duties of the City Manager/Purchasing Manager. (Commissioner Lopez).

## 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](mailto: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:

February 17, 2026, at 3:30 P.M. and remained so posted continuously for at least three business days 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

# **CONSENT AGENDA**

# **AGENDA ITEM #1**

**City of Kingsville  
Police Department**

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TO: Mayor and City Commissioners

CC: Charlie Sosa, City Manager

FROM: John Blair, Chief of Police

DATE: January 30, 2026

SUBJECT: OOG Solicitation Body-Worn Camera Grant Program, FY2027 – *updated*

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**Summary:**

The Police Department seeks approval through resolution to apply for funding through the FY2027 Office of the Governor Solicitation Body-Worn Camera Grant Program. This grant will continue to support our advanced body-worn camera technology and associated digital evidence management systems. These tools are essential to enhancing public safety, ensuring officer accountability and safety, and promoting transparency within our community. The Department was informed that new language designating a Financial Officer is required by the grant, so the resolution is being updated to include that language.

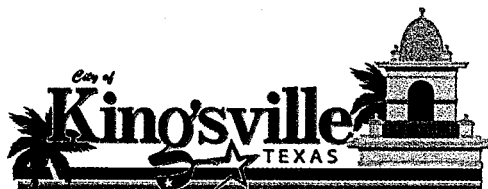
**Background:**

Body-worn cameras have become a best practice for modern law enforcement, providing a critical tool to document interactions between officers and the public. The current body-worn camera system employed by KPD has significantly improved the efficiency and reliability of evidence collection, management, and sharing. The Axon Body Camera platform and its integrated evidence management system, Evidence.com, provide secure, CJIS-compliant storage with features such as real-time uploads, full audit trails, and seamless sharing with the prosecutor's office. Body-worn cameras represent a vital step forward in modern policing, bridging the gap between law enforcement and the community by fostering trust and accountability. This grant opportunity underscores our commitment to adopting best practices in public safety while responsibly managing city resources.

This program reflects our commitment to community trust by providing documentation of police activities while reducing the time and resources required for manual evidence handling.

**Financial Impact:**

The total project cost is \$38,034.06, which includes the following components to include but not limited:



**City of Kingsville  
Police Department**

- **42 Body-Worn Camera Package**
  - **Basic License**
  - **Auto-Tagging**
  - **Storage a la carte**

The grant requires a 25% cash match of \$9,508.52. These funds will be sourced from Chapter 59 #005-5-2100-22600, pending a budget amendment upon grant approval.

**Recommendation:**

The Police Department respectfully requests approval to apply for funding under the FY2027 OOG Solicitation Body-Worn Camera Grant Program. This initiative is critical for enhancing officer accountability and public trust, aligning with our department's commitment to safety, transparency, and operational efficiency.



**RESOLUTION #2026-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING APPLICATION TO, ADMINISTRATION OF, AND ACCEPTANCE OF OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE, CRIMINAL JUSTICE DIVISION'S BODY-WORN CAMERA GRANT PROGRAM, FY2027; AUTHORIZING THE CHIEF OF POLICE TO ACT ON THE CITY'S BEHALF WITH SUCH PROGRAM; NAMING FINANCIAL OFFICER; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission of the City of Kingsville finds it in the best interest of the citizens of Kingsville, that the Kingsville Police Department apply for and, if awarded, accept and administer the Office of the Governor, Public Safety Office, Criminal Justice Division's Body-Worn Camera Grant Program, FY2027 (9/01/26-8/31/27), which provides funding to enable police agencies to purchase body-worn cameras, data, software, digital video storage, and technology; and

**WHEREAS**, the City agrees to provide the applicable matching funds for the said project as required by the grant application, which are expected to be a 25% match and will specify the exact budgetary line item when an award is made; and

**WHEREAS**, to support the safety of officers and citizens through the use of body-worn cameras the City would like to use grant funds to purchase body-worn cameras, software, technology, and storage for its law enforcement personnel; and

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

**WHEREAS**, the City of Kingsville has previously applied for similar grants that assist with improved officer and citizen safety; and

**WHEREAS**, the City Commission of the City of Kingsville designates the Kingsville Finance Director as the grantee's financial officer. The financial officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency; and

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

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

I.

**THAT** the City Commission of the City of Kingsville approves the submission, acceptance (if awarded), and administration of the grant application for the Office of the Governor, Public Safety Office, Criminal Justice Division's Body-Worn Camera Grant Program, FY2027.

II.

**THAT** the Chief of Police is hereby authorized and directed to act on the City's behalf in all matters pertaining to the Office of the Governor, Public Safety Office, Criminal Justice Division's Body-Worn Camera Grant Program, FY2027, including but not limited to any certifications, amendments or representations stipulated therein and that the Chief of Police will administer the program and execute and submit all certifications, reports, or contracts necessary for the administration and expenditure of such program; and the Kingsville Finance Director is designated as the grantee's financial officer.

III.

**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 23rd day of February, 2026.

\_\_\_\_\_  
Sam R. Fugate, Mayor

**ATTEST:**

\_\_\_\_\_  
Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Courtney Alvarez, City Attorney

# **AGENDA ITEM #2**

**City of Kingsville  
Police Department**

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TO: Mayor and City Commissioners

CC: Charlie Sosa, City Manager

FROM: John Blair, Chief of Police

DATE: January 30, 2026

SUBJECT: Edward Byrne Memorial Justice Assistance Grant Program FY2027 -- updated

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**Summary:**

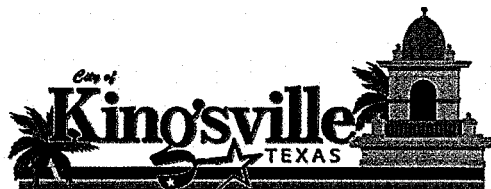
The Police Department seeks approval from the Commission through resolution to reapply for funding under the Edward Byrne Memorial Justice Assistance Grant Program FY 2027. This grant was previously applied for and approved, and the department is requesting continued funding to support ongoing public safety initiatives. The Department was informed that new language designating a Financial Officer is required by the grant, so the resolution is being updated to include that language.

**Background:**

The Police Department continues to address evolving security concerns and crime trends by investing in long-term solutions that enhance public safety throughout the City of Kingsville. Continued participation in the Edward Byrne Memorial Justice Assistance Grant Program allows the department to sustain and expand technology investments that have already proven beneficial.

The FY 2027 grant funding will support the continued use and expansion of high-resolution security cameras and License Plate Reader (LPR) systems at strategic locations across the city. These systems improve situational awareness, assist with investigations, and serve as a deterrent to criminal activity. Reapplying for this grant ensures the department can maintain momentum and continue leveraging prior investments made through this program.

This initiative remains aligned with the department's commitment to effective policing practices and community safety.



## City of Kingsville Police Department

### Key benefits of this initiative include:

- **Prevention:** Enhancing crime deterrence through consistent and expanded monitoring.
- **Protection:** Improving safety for residents, businesses, and visitors by addressing known security needs.
- **Investigation:** Supporting timely identification of suspects through reliable video and data capture.

### Financial Impact:

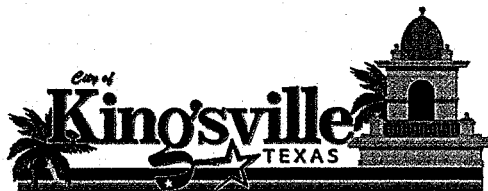
The Police Department is requesting grant funding to support the acquisition and/or continued operation of the following:

- **17 security and LPR cameras**
- **Total request: \$55,000.00**

There is no cash match required for this grant.

### Recommendation:

The Police Department respectfully requests Commission approval to reapply for funding under the Edward Byrne Memorial Justice Assistance Grant Program FY 2027. Approval of this request will allow the department to continue funding critical technology that supports crime prevention, investigation, and overall public safety, while maximizing the value of previously approved grant investments.



**RESOLUTION #2026-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING APPLICATION TO, ADMINISTRATION OF, AND ACCEPTANCE OF EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FY2027 FOR CAMERAS AND EQUIPMENT FOR THE KINGSVILLE POLICE DEPARTMENT; AUTHORIZING THE CHIEF OF POLICE TO ACT ON THE CITY'S BEHALF WITH SUCH PROGRAM; NAMING FINANCIAL OFFICER; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission of the City of Kingsville finds it in the best interest of the citizens of Kingsville, that the Kingsville Police Department participate in an application to the Office of the Governor, Criminal Justice Division, Justice Assistance Grant (JAG) for the Edward Byrne Memorial JAG Program FY2027 for grant monies for cameras and equipment (security cameras and LPR) for law enforcement personnel; and

**WHEREAS**, the JAG is providing grants through funding from the Edward Byrne Memorial JAG Program FY2027 Grant; and

**WHEREAS**, the City agrees to provide the applicable matching funds for the said project, if any, as required by the Office of the Governor for the Grant Program grant application, though none is expected at this time; and

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

**WHEREAS**, the City of Kingsville has previously applied for similar grants that assist with improved officer safety; and

**WHEREAS**, the City of Kingsville and the Kingsville Police Department are aware of and will comply with the grant requirements; and

**WHEREAS**, the City Commission of the City of Kingsville designates the Kingsville Finance Director as the grantee's financial officer. The financial officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency; and

**WHEREAS**, the City Commission of the City of Kingsville designates the City Manager as the grantee's authorized official and the Kingsville Police Chief as his/her designee, who has the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

I.

**THAT** the City authorizes the Kingsville Police Department through the Chief of Police to participate in Edward Byrne Memorial JAG Program FY2027 Grant and to seek funding for law enforcement personnel equipment (cameras and license plate reader) to assist with improved security for our law enforcement personnel in conformance with this program.

II.

**THAT** the Chief of Police is hereby authorized and directed to act on the City's behalf in all matters pertaining to the Edward Byrne Memorial JAG Program FY2027 Grant, including any certifications, amendments or representations stipulated therein and that the Chief of Police will administer the program and execute and submit all certifications, reports, or contracts necessary for the administration and expenditure of such program; and the Kingsville Finance Director is designated as the grantee's financial officer.

III.

**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 23rd day of February, 2026.

\_\_\_\_\_  
Sam R. Fugate, Mayor

**ATTEST:**

\_\_\_\_\_  
Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Courtney Alvarez, City Attorney

# **AGENDA ITEM #3**

**City of Kingsville  
Police Department**

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TO: Mayor and City Commissioners

CC: Charlie Sosa, City Manager

FROM: John Blair, Chief of Police

DATE: February 12, 2026

SUBJECT: Violence Against Women Justice and Training Program (VAWA), FY2027 –  
Family Violence Detective and Victim Case Manager-**UPDATE**

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### **Summary**

The Kingsville Police Department respectfully seeks approval through resolution to apply for funding under the **FY2027 Violence Against Women Justice and Training Program (VAWA)** administered by the Office of the Governor, Public Safety Office. This grant will support a coordinated, victim-centered response to crimes against women through the assignment of a **dedicated Family Violence Detective** and a **Victim Case Manager**. Together, these positions will enhance investigative effectiveness, improve victim safety and support services, and strengthen collaboration with prosecutors and community partners. **The Department was informed that new language designating a Financial Officer is required by the grant, so the resolution is being updated to include that language.**

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### **Background**

Violence against women—including domestic violence, dating violence, sexual assault, and stalking—requires a specialized, trauma-informed response to ensure offender accountability while prioritizing victim safety and dignity. Best practices under the Violence Against Women Act emphasize the use of **specialized investigators supported by victim advocacy services** to improve case outcomes and reduce re-victimization.

The VAWA Justice and Training Program is specifically designed to assist local governments in developing or expanding law enforcement and victim service capacities that improve the justice system's response to violent crimes against women. Approval of this application would allow the



## City of Kingsville Police Department

Kingsville Police Department to enhance its operational capabilities by dedicating personnel whose primary focus is family violence investigations and direct victim support.

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### Project Scope and Purpose

If awarded, grant funds will support a coordinated approach consisting of the following components:

#### 1. Family Violence Detective

A dedicated Family Violence Detective will be assigned to investigate domestic violence, dating violence, sexual assault, and stalking cases. This position will focus on:

- Timely and thorough investigation of VAWA-qualifying offenses
- Improved evidence development and case preparation
- Close coordination with prosecutors and multidisciplinary partners
- Increased offender accountability and improved case outcomes

#### 2. Victim Advocate

The grant will also support a **Victim Advocate** position to provide direct, trauma-informed services to victims and survivors. The Victim Advocate will work alongside investigators while maintaining a victim-centered role focused on safety, support, and continuity of care.

Core responsibilities will include:

- Crisis intervention and emotional support for victims and survivors
  - Assistance with protective orders, safety planning, and court accompaniment
  - Referrals to shelters, counseling services, medical providers, and community resources
  - Assistance with Crime Victims' Compensation applications and victim notifications
  - Serving as a liaison between victims, investigators, prosecutors, and advocacy partners
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### Financial Impact

#### Grant Funding Requirements:



**City of Kingsville  
Police Department**

- **Match Requirement:** 30% cash match, as required for local government applicants
- **Project Period:** September 1, 2026 – August 31, 2027 (12 months)

**Personnel Costs**

**Family Violence Detective**

- Base Salary: **\$69,065.52**
- Benefits & Fringe: **\$44,487.85**
- **Total Cost: \$113,553.37**

**Victim Case Manager**

- Base Salary: **\$58,944.80**
- Benefits & Fringe: **\$42,433.19**
- **Total Cost: \$101,377.99**

**Travel and Operational Costs**

- Mileage reimbursement for investigative and victim-related travel calculated at **\$0.725 per mile**, with an estimated annual cost of **\$4,000.00**.

**Travel and Training**

- Specialized VAWA-eligible training, trauma-informed response courses, and professional development for both positions are estimated at **\$3,000.00**.

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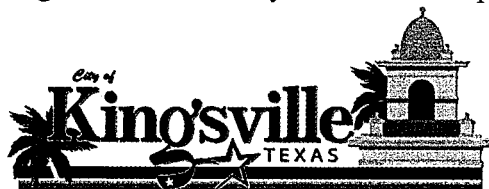
**City Match Source and Breakdown**

The required **30% cash match** will be funded through **General Fund 01**, as outlined below:

- **Family Violence Detective (30% of \$113,553.37):**  
**\$34,066.01** – General Fund 01
- **Victim Case Manager (30% of \$101,377.99):**  
**\$30,413.40** – General Fund 01

**Total Estimated City Match (General Fund 01):**

**\$64,479.41**, subject to final budget review and City Commission approval upon grant award.



**City of Kingsville  
Police Department**

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**Recommendation**

The Police Department respectfully recommends approval of **an updated** resolution authorizing the City of Kingsville to apply for funding under the **FY2027 Violence Against Women Justice and Training Program**. This initiative strengthens investigative and victim-support capabilities, aligns with nationally recognized best practices, and reinforces the City's commitment to addressing family violence and crimes against women through a coordinated, professional, and victim-centered approach.



**RESOLUTION #2026-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING APPLICATION TO, ADMINISTRATION OF, AND ACCEPTANCE OF VIOLENCE AGAINST WOMEN JUSTICE AND TRAINING PROGRAM (VAWA), FY2027 GRANT FOR THE KINGSVILLE POLICE DEPARTMENT; AUTHORIZING THE CHIEF OF POLICE TO ACT ON THE CITY'S BEHALF WITH SUCH PROGRAM; NAMING A FINANCIAL OFFICER; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission of the City of Kingsville finds it in the best interest of the citizens of Kingsville, that the Kingsville Police Department participate in an application to the Office of the Governor, Criminal Justice Division, for the Violence Against Women Justice and Training Program (VAWA), FY2027 Grant for grant monies for law enforcement personnel for a dedicated Family Violence Detective and a Victim Case Manager (salary, fringe, training, and mileage); and

**WHEREAS**, the Office of the Governor is providing grants through funding from the Violence Against Women Justice and Training Program (VAWA), FY2027 Grant cycle; and

**WHEREAS**, the City agrees to provide the applicable matching funds for the said project, if any, as required by the Office of the Governor for the Grant Program grant application, though none is expected at this time; and

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

**WHEREAS**, the City of Kingsville has previously applied for similar grants that assist with improved officer safety; and

**WHEREAS**, the City of Kingsville and the Kingsville Police Department are aware of and will comply with the grant requirements; and

**WHEREAS**, the City Commission of the City of Kingsville designates the Kingsville Finance Director as the grantee's financial officer. The financial officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency; and

**WHEREAS**, the City Commission of the City of Kingsville designates the City Manager as the grantee's authorized official and the Kingsville Police Chief as his/her designee, who has the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

I.

**THAT** the City authorizes the Kingsville Police Department through the Chief of Police to participate in Violence Against Women Justice and Training Program (VAWA), FY2027 Grant to seek funding for law enforcement personnel for a dedicated Family Violence Detective and a Victim Case Manager (salary, fringe, training, and mileage) in conformance with this program.

II.

**THAT** the Chief of Police is hereby authorized and directed to act on the City's behalf in all matters pertaining to the Violence Against Women Justice and Training Program (VAWA), FY2027 Grant, including any certifications, amendments or representations stipulated therein and that the Chief of Police will administer the program and execute and submit all certifications, reports, or contracts necessary for the administration and expenditure of such program; and the Kingsville Finance Director is designated as the grantee's financial officer.

III.

**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 23rd day of February, 2026.

\_\_\_\_\_  
Sam R. Fugate, Mayor

**ATTEST:**

\_\_\_\_\_  
Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Courtney Alvarez, City Attorney

# **REGULAR AGENDA**

# **AGENDA ITEM #4**



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## MEMO

**Date:** February 5, 2026

**To:** Charlie Sosa (City Manager)

**From:** Manny Salazar (Economic Development and Interim Planning Director)

**Subject:** **The City of Kingsville Planning and Development Services Department is seeking the approval of a resolution in support of an application for Housing Tax Credits issued by the Texas Department of Housing and Community Affairs for Prospera Housing Community Services and a reduction of fees.**

**Summary:** Prospera Housing Community Services is seeking to apply for 9% Housing Tax Credits from the Texas Department of Housing and Community Affairs as part of the rehabilitation of the Villages at Kingsville (F/K/A Kingsville LULAC Manor Apartments) located at 1220 N. 17<sup>th</sup> Street, Kingsville, Texas. They are requesting \$1,308,049 in funding for improvements to the facility, which was built in 1972. The facility consists of 88 residential units and supports renter households with incomes at or below 60% of the area median income. Applications to the State are based on a scoring system. A resolution of support would improve the applicant's score, and one with incentives would improve it further.

A waiver of fees of up to \$250 (if tax credits are awarded) demonstrates tangible support from the City of Kingsville for the application.

**Fiscal Impact:** Up to \$250 waiver of fees if tax credits are awarded and the project gets developed.

**Recommendation:** The department recommends approval.

# PHCS VILLAGE AT KINGSVILLE, LP

3419 Nacogdoches Road  
San Antonio, Texas 78217

January 5, 2026

Mayor Sam Fugate  
City of Kingsville  
P.O. Box 1458  
Kingsville, TX 78363

via email: [mayor@cityofkingsville.com](mailto:mayor@cityofkingsville.com)

Dear Mayor Fugate,

PHCS Village at Kingsville, LP, whose Sole Member of the General Partner is Housing and Community Services, Inc. – a 501(c)(3) nonprofit housing provider headquartered in San Antonio, TX since 1993 -- is making an application for 9% Housing Tax Credits and may make an application for the Multifamily Direct Loan Program with the Texas Department of Housing and Community Affairs for Village at Kingsville, 1220 N 17<sup>th</sup> Street, Kingsville, Kleberg County, Texas. This Rehabilitation is an apartment community on one site and composed of approximately 88 units of which 88 will be for low-income tenants. The residential density of the Development, i.e., the number of Units per acre, is approximately 8. The Development is seeking a property tax exemption related to this project and will request a 50% exemption of payment of ad valorem taxes as a 501(c)(3) nonprofit, under Section 11.1825 of the Texas Tax Code (Title 1, Subtitle C, Chapter 11, Subchapter A).

For Competitive Housing Tax Credit applications, the Department will hold public hearings in the spring, in various locations around the state to gather input. The hearing schedule along with contact information for written public comment will be posted on TDHCA's Public Comment Center website later this year.

An interested party or Neighborhood Organization can provide comments on Competitive Housing Tax Credit applications at each hearing, or can provide written comments to the Department by email at [HTCPC@tdhca.state.tx.us](mailto:HTCPC@tdhca.state.tx.us), or by mail at:

Texas Department of Housing and Community Affairs  
Public Comment - Multifamily Finance Division  
P.O. Box 13941  
Austin, Texas 78711-3941

Note that in order for input on Competitive Housing Tax Credit applications to be included in the materials relating to presentation for awards to be provided to the Governing Board of the Texas Department of Housing and Community Affairs; such input must be received by the Department by 5:00 p.m., Austin local time, on June 3, 2026.

# PHCS VILLAGE AT KINGSVILLE, LP

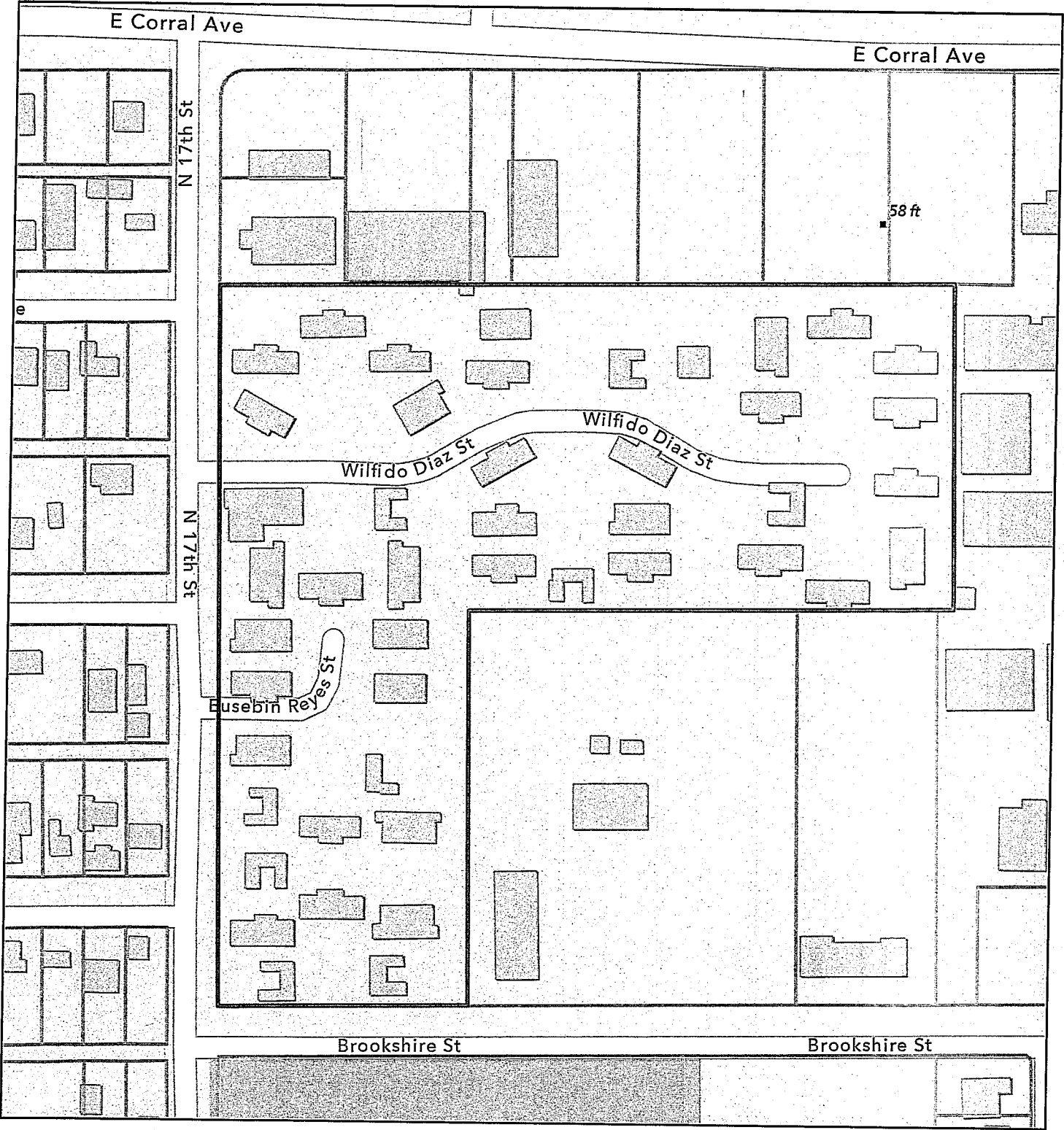
3419 Nacogdoches Road  
San Antonio, Texas 78217

As part of our application, this letter also serves as a request for a list from your records of any neighborhood organizations which are on record with the county or state and whose boundaries include Village at Kingsville at the above stated address. If information is available, please provide by February 2, 2026.

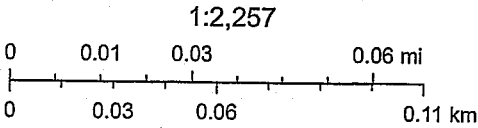
Sincerely,

A handwritten signature in cursive script that reads "Cassidy Smith".

Representative of PHCS Village at Kingsville, LP  
[cassidys@prosperahcs.org](mailto:cassidys@prosperahcs.org) (210) 821-4300



January 6, 2026



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community

# Kleberg CAD Property Search

## Property Details

### Account

Property ID: 10766 Geographic ID: 142400000000192

Type: R Zoning:

Property Use:

### Location

Situs Address: 1220 N 17TH ST TX

Map ID: B1 Mapsco:

Legal Description: LULAC PARK, LOT ALL, (KINGSVILLE LULAC MANOR)

Abstract/Subdivision: S424

Neighborhood:

### Owner

Owner ID: 53992

Name: KINGSVILLE LULAC MANOR LP

Agent: 58933

Mailing Address: 3419 NACOGDOCHES ROAD  
SAN ANTONIO, TX 78217

% Ownership: 100.0%

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

## Property Values

Improvement Homesite Value: \$0 (+)

Improvement Non-Homesite Value: \$3,591,440 (+)

Land Homesite Value: \$0 (+)

Land Non-Homesite Value: \$287,650 (+)

Agricultural Market Valuation: \$0 (+)

Market Value: \$3,879,090 (=)

Agricultural Value Loss: ② \$0 (-)

Appraised Value: ② \$3,879,090 (=)

HS Cap Loss: ② \$0 (-)

Circuit Breaker: ⓘ	\$1,049,317 (-)
Assessed Value:	\$2,829,773
Ag Use Value:	\$0

**VALUES DISPLAYED ARE 2025 PRELIMINARY VALUES AND ARE SUBJECT TO CHANGE PRIOR TO CERTIFICATION.**

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 Taxing Jurisdiction**

**Owner:** KINGSVILLE LULAC MANOR LP **%Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax
CKI	CITY OF KINGSVILLE	0.769180	\$3,879,090	\$890,228	\$6,847.46
GKL	KLEBERG COUNTY	0.771870	\$3,879,090	\$890,228	\$6,871.40
SKI	KINGSVILLE I.S.D.	1.410400	\$3,879,090	\$890,228	\$12,555.78
WST	SOUTH TEXAS WATER AUTHORITY	0.059699	\$3,879,090	\$890,228	\$531.46

**Total Tax Rate:** 3.011149

**Estimated Taxes With Exemptions:** \$26,806.10

**Estimated Taxes Without Exemptions:** \$116,805.18

## Property Improvement - Building

**Description:** OFFICE **Type:** COMMERCIAL **Living Area:** 2898.0 sqft **Value:** \$3,591,440

Type	Description	Class CD	Year Built	SQFT
MA	MAIN AREA	OF2A	1972	2226
OP1	OPEN PORCH BASIC (20%)	FV	1972	96
MA	MAIN AREA	WH2L	1995	672

**Description:** APARTMENTS **Type:** COMMERCIAL **Living Area:** 13248.0 sqft **Value:** \$0

Type	Description	Class CD	Year Built	SQFT
MA	MAIN AREA	AP2L	1972	13248
OP1	OPEN PORCH BASIC (20%)	FV	1972	288
OP1	OPEN PORCH BASIC (20%)	FV	1972	288
OP1	OPEN PORCH BASIC (20%)	FV	1972	144
OP1	OPEN PORCH BASIC (20%)	FV	1972	144

**Description:** APARTMENTS **Type:** COMMERCIAL **Living Area:** 15456.0 sqft **Value:** \$0

Type	Description	Class CD	Year Built	SQFT
MA	MAIN AREA	AP2L	1972	15456
OP1	OPEN PORCH BASIC (20%)	FV	1972	336
OP1	OPEN PORCH BASIC (20%)	FV	1972	336
OP1	OPEN PORCH BASIC (20%)	FV	1972	168
OP1	OPEN PORCH BASIC (20%)	FV	1972	168

**Description:** APARTMENTS **Type:** COMMERCIAL **Living Area:** 14697.0 sqft **Value:** \$0

Type	Description	Class CD	Year Built	SQFT
MA	MAIN AREA	AP2L	1972	14697
OP1	OPEN PORCH BASIC (20%)	FV	1972	432
OP1	OPEN PORCH BASIC (20%)	FV	1972	432
OP1	OPEN PORCH BASIC (20%)	FV	1972	432
OP1	OPEN PORCH BASIC (20%)	FV	1972	432

**Description:** APARTMENTS **Type:** COMMERCIAL **Living Area:** 14697.0 sqft **Value:** \$0

Type	Description	Class CD	Year Built	SQFT
MA	MAIN AREA	AP2L	1972	14697
OP1	OPEN PORCH BASIC (20%)	FV	1972	432

OP1	OPEN PORCH BASIC (20%)	FV	1972	432
OP1	OPEN PORCH BASIC (20%)	FV	1972	432
OP1	OPEN PORCH BASIC (20%)	FV	1972	432

**Description:** APARTMENTS **Type:** COMMERCIAL **Living Area:** 6532.0 sqft **Value:** \$0

Type	Description	Class CD	Year Built	SQFT
MA	MAIN AREA	AP2L	1972	6532
OP1	OPEN PORCH BASIC (20%)	FV	1972	192
OP1	OPEN PORCH BASIC (20%)	FV	1972	192
OP1	OPEN PORCH BASIC (20%)	FV	1972	192
OP1	OPEN PORCH BASIC (20%)	FV	1972	192

**Description:** APARTMENTS **Type:** COMMERCIAL **Living Area:** 13248.0 sqft **Value:** \$0

Type	Description	Class CD	Year Built	SQFT
MA	MAIN AREA	AP2L	1972	13248
OP1	OPEN PORCH BASIC (20%)	FV	1972	144
OP1	OPEN PORCH BASIC (20%)	FV	1972	144
OP1	OPEN PORCH BASIC (20%)	FV	1972	2340
ASP	ASPHALT (100%)	FV	0	61566

## Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
B1	B1	11.01	479,421.81	0.00	0.00	\$287,650	\$0

## Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2025	\$3,591,440	\$287,650	\$0	\$3,879,090	\$0	\$2,829,773
2024	\$2,464,070	\$287,650	\$0	\$2,751,720	\$0	\$2,358,144
2023	\$1,677,470	\$287,650	\$0	\$1,965,120	\$0	\$1,965,120
2022	\$1,561,990	\$287,650	\$0	\$1,849,640	\$0	\$1,849,640
2021	\$2,238,010	\$287,650	\$0	\$2,525,660	\$0	\$2,525,660
2020	\$1,980,990	\$287,650	\$0	\$2,268,640	\$0	\$2,268,640
2019	\$1,787,540	\$287,650	\$0	\$2,075,190	\$0	\$2,075,190
2018	\$2,303,510	\$287,650	\$0	\$2,591,160	\$0	\$2,591,160
2017	\$1,672,800	\$287,650	\$0	\$1,960,450	\$0	\$1,960,450

## Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
6/20/2008	SPWD	SPECIAL WARRANTY DEED	KINGSVILLE LULAC MANOR TRUST	KINGSVILLE LULAC MANOR LP	392	776	



Texas Department of Housing and Community Affairs  
Multifamily Finance Division  
Notification of Submission of Affordable Housing Applications

Legal Review 410412  
**received**  
2-4-2026

January 19, 2026

The Honorable Sam Fugate  
Mayor of Kingsville  
P.O. Box 1458  
Kingsville, TX 78364-1458

**Re: Notification of Affordable Rental Housing Application(s) Proposed in Your City**

Dear Mayor Fugate:

The Texas Department of Housing and Community Affairs (the Department) is in receipt of a preliminary application(s) for possible funding through the Competitive Housing Tax Credit Program to develop or acquire affordable multifamily rental housing in your community.

This notification is made in accordance with Tex. Gov't Code §2306.1114 to ensure that you are fully informed of the housing activity in your city and so that you can provide input on the proposed application(s) if you so choose. The Department greatly values your views concerning the need for affordable rental housing within your community and how the proposed development(s) may address that need. Additionally, state law provides an opportunity for the applicable local jurisdiction (the city and/or county) to affect the scoring of an application by issuing a local resolution of support or neutrality in accordance with Tex. Gov't Code §2306.6710(b)(1)(B). In order to affect the scoring of an application within its jurisdiction, the local government resolution must be submitted on or before February 27, 2026, identify the specific development, and clearly state support or no objection. Once submitted, the resolution cannot be withdrawn or amended. More information can be found at 10 TAC §11.9(d)(1) of the 2026 Qualified Allocation Plan found at <https://www.tdhca.texas.gov/multifamily/nofas-rules.htm> and suggested language for the resolution can be found at <https://www.tdhca.texas.gov/multifamily/apply-for-funds.htm>. You may also impact scoring through a Commitment of Development Funding by Local Political Subdivision. The criteria for the Commitment is found at 10 TAC §11.9(d)(2) of the 2026 QAP.

Should the applicant(s) submit a full application to the Department on or before February 27, 2026, the Department will notify you again with more detailed information about the proposed development and provide information related to general public comment including statewide hearings. The Department's mission is to administer its assigned programs efficiently, transparently, and lawfully and to invest its resources strategically while developing high quality affordable housing which allows Texas communities to thrive. Through our multifamily programs, the Department encourages the new construction or rehabilitation of affordable multifamily housing, primarily through private developers. These developments benefit Texans in your community by providing potential employment, local tax revenue, and affordable, safe, and high quality housing for eligible households.

If you have any questions or need additional information, please contact Michael Lyttle, Director of External Affairs, at 512.475.4542 or [michael.lyttle@tdhca.texas.gov](mailto:michael.lyttle@tdhca.texas.gov).

Sincerely,

*Cody Campbell*

Cody Campbell  
Director of Multifamily Finance



TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

221 East 11th Street, Austin, TX 78701  
PO Box 13941, Austin, TX 78711

Main Number: 512-475-3800  
Toll Free: 1-800-525-0657

Email: [info@tdhca.texas.gov](mailto:info@tdhca.texas.gov)  
Web: [www.tdhca.texas.gov](http://www.tdhca.texas.gov)

**Relevant Development Information as Presented by the Applicant:**

Project Number: 26023  
Development Name: Village at Kingsville  
Development Address: 1220 N 17th Street  
Development City: Kingsville Development Zip: 78363 Region: 10  
Regional Allocation: Rural Target Population: General  
Set Aside: ☒ Nonprofit ☐ USDA ☐ At-Risk  
Construction Type: Acq/Rehab  
Credit/ Funding Request: \$1,308,049  
Total Low Income Units: 88 Total Market Rate Units: 0 Total Units: 88

**Applicant Information:**

Owner Contact: Cindy Marquez  
Owner Address: 3419 Nacogdoches Road  
Owner City: San Antonio Owner State: TX Owner Zip: 78217  
Owner Phone: 210-416-8511  
Owner Email: cindym@prosperahcs.org



**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**

221 East 11th Street, Austin, TX 78701  
PO Box 13941, Austin, TX 78711

Main Number: 512-475-3800  
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Email: [info@tdhca.texas.gov](mailto:info@tdhca.texas.gov)  
Web: [www.tdhca.texas.gov](http://www.tdhca.texas.gov)

**RESOLUTION NO. 2026- \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF KINGSVILLE IN SUPPORT OF PHCS VILLAGE AT KINGSVILLE, LP'S APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR THE COMPETITIVE 9% HOUSING TAX CREDIT PROGRAM FOR THE PROPOSED REHABILITATION OF VILLAGE AT KINGSVILLE (F/K/A KINGSVILLE LULAC MANOR APARTMENTS), AN 88-UNIT MULTI-FAMILY AFFORDABLE RENTAL HOUSING DEVELOPMENT IN KINGSVILLE, TEXAS.**

**WHEREAS**, the City of Kingsville recognizes the importance of housing for low-income citizens and the need for such additional housing in our community;

**WHEREAS**, the City of Kingsville supports the rehabilitation of existing and the new construction of affordable rental units in the city;

**WHEREAS**, PHCS Village at Kingsville, LP ("the Applicant") has proposed the rehabilitation of the affordable rental housing units at 1220 North 17<sup>th</sup> Street, Kingsville, Kleberg County, Texas 78363 named Village at Kingsville (f/k/a Kingsville LULAC Manor Apartments);

**WHEREAS**, the Applicant has advised that it intends to submit an application (project #26023) to the Texas Department of Housing and Community Affairs (TDHCA) for 2026 Competitive 9% Housing Tax Credits for the proposed rehabilitation of the affordable housing property stated above;

**WHEREAS**, the Applicant is requesting a resolution of support and the waiving of \$250.00 in permit fees for the project, if tax credits are awarded, to ensure they have a competitive application to submit to TDHCA;

**WHEREAS**, the City of Kingsville has considered reducing their permit fees by up to \$250 as required by the 2026 QAP for the points and for the benefit of the project as an incentive to rehabilitate the affordable housing property in the community;

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

**I.**

**THAT** the City of Kingsville, acting through its governing body, hereby confirms that it supports and endorses the TDHCA application(s) for the proposed rehabilitation of Village at Kingsville (f/k/a Kingsville LULAC Manor Apartments) located at 1220 North 17<sup>th</sup> Street, Kingsville, Kleberg County, Texas, and that this formal action has been taken to put on record the opinion expressed by the City Commission of the City of Kingsville on February 23, 2026; and;

II.

**THAT** the City of Kingsville, acting through its governing body, hereby authorizes the City Manager of the City of Kingsville, Texas to grant a permit fee reduction of up to Two hundred-fifty dollars (\$250) for PHCS Village at Kingsville, LP to meet program criteria for maximum points, and finds that such financial support for this application satisfies a public purpose, if tax credits are awarded for the project; and

III.

**THAT** for and on behalf of the governing body, City Secretary Mary Valenzuela is hereby authorized, empowered, and directed to certify this resolution to the Texas Department of Housing and Community Affairs.

IV.

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

**PASSED AND APPROVED** this \_\_\_\_\_ day of February, 2026.

\_\_\_\_\_  
Sam R. Fugate, Mayor

**ATTEST:**

\_\_\_\_\_  
Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Courtney Alvarez, City Attorney

# **AGENDA ITEM #5**



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P. O. BOX 1458 - KINGSVILLE, TEXAS 78364

**Date:** February 23, 2026

**To:** City Commission via City Manager Charlie Sosa

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

**From:** Connie Womack, Director of Tourism Services

**Summary**

Consideration and possible action to authorize the Tourism Department to apply for the T-Mobile Hometown Grant. If awarded, grant funds would be used to complete the first phase of a two-part speaker installation project in Downtown Kingsville to enhance the visitor experience and support downtown events and programming. The deadline for applying for this grant is Tuesday, March 31<sup>st</sup> with recipients notified by late May.

**Background**

The Tourism Department continues to pursue initiatives that improve the attractiveness, functionality, and overall experience of Downtown Kingsville for residents and visitors. Downtown events, festivals, and daily pedestrian activity would benefit from a permanent, integrated sound system that allows for music, announcements, and enhanced ambience.

T-Mobile's Hometown Grant program supports community development projects that foster economic vitality, placemaking, and community engagement. The proposed speaker installation aligns with the program's goals by supporting downtown activation and enhancing the environment for tourism-related events.

The speaker installation is planned as a two-part project along Kleberg Avenue. Phase One would include installation of 12 speakers, placed above the sidewalk canopies, from 6th Street to 7th Street, establishing the foundational infrastructure and initial speaker placements. Phase Two would extend the installation from 7th Street to 8th Street with an additional 12 speakers above sidewalk canopies and would be pursued as funding becomes available.

Phase One's scope would encompass 12-13 business fronts on Kleberg Ave from 6<sup>th</sup> to 7<sup>th</sup> St. A written agreement between both business owners and The City is pending and we have received a letter of approval from one business.

## **Financial Impact**

The T-Mobile Hometown Grant awards a maximum of \$50,000 to selected communities. The total cost of this project as quoted from Visionality is \$65,325.81. The Department is applying for \$41,434.85 in grant money from T-Mobile to cover the cost of materials, shipping, and one year of service for the system. The remaining \$23,890.96 would be funded by the Tourism Department's budget, covering installation, integration, and travel for workers.

There is no financial obligation to the City associated with applying for the T-Mobile Hometown Grant. If awarded, grant funds would be used to fund Phase One of the downtown speaker installation project. Any future costs associated with Phase Two would be brought forward for City Commission consideration at a later date. Acceptance of the grant would not require a local cash match.

## **Recommendation**

Staff recommends approval to authorize the Tourism Department to apply for the T-Mobile Hometown Grant to support Phase One of the downtown speaker installation project. This project represents an opportunity to leverage external funding to enhance Downtown Kingsville, support tourism-related programming, and improve the overall visitor experience with minimal financial risk to the City.

**RESOLUTION # 2026-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE TOURISM DIRECTOR TO SUBMIT AN APPLICATION TO THE T-MOBILE HOMETOWN GRANT FOR DOWNTOWN SPEAKER INSTALLATION PROJECT AND TO ACCEPT AND ADMINISTER THE GRANT IF AWARDED.**

**WHEREAS**, the City Commission of the City of Kingsville finds it in the best interest of the citizens of Kingsville that an application for grant monies be submitted to the T-Mobile Hometown Grant Program for a downtown speaker installation project;

**WHEREAS**, the downtown speaker installation project is estimated to cost approximately \$65,325.81, with \$41,434.85 coming from grant funds and \$23,890.96 coming from Tourism funds;

**WHEREAS**, there is no cash match required by the grant, though based on the amount of the project and potential grant award additional funds would be needed to complete the project;

**WHEREAS**, there is no cost to the City to apply for the grant;

**WHEREAS**, the City Commission of the City of Kingsville through this resolution has authorized the Tourism Director to submit the grant application 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 T-Mobile Hometown Grant Program on behalf of the City of Kingsville for a downtown speaker installation project (estimated to cost approximately \$65,325.81, with \$41,434.85 coming from grant funds and \$23,890.96 coming from Tourism funds).

II.

**THAT** the City Commission authorizes the Tourism Director submit the grant and to accept and 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 23rd  
day of February, 2026.

\_\_\_\_\_  
Sam R. Fugate, Mayor

**ATTEST:**

\_\_\_\_\_  
Mary Valenzuela, City Secretary

**APPROVED AS TO FORM**

\_\_\_\_\_  
Courtney Alvarez, City Attorney

# **AGENDA ITEM #6**

**City of Kingsville  
Engineering Dept.**

TO: Mayor and City Commissioners

CC: Charlie Sosa, City Manager

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

DATE: February 10, 2025

SUBJECT: Consider and approval of a resolution authorizing the City Manager to execute the Construction Contract with D and M Underground Corp. for the General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Contract No. 22-085-009-D237 Project 1 – (E. Santa Gertrudis Street near Fairview) Storm Water Improvements (Bid No.25-20)

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**Purpose:**

This item is for approval to a construction contract execution of GLO CDBG-MIT Hurricane Harvey State Mitigation Project 1 – E. Santa Gertrudis St. near Fairview. The project is for Storm Water Improvements which includes installation of 370 linear feet of 3' x 4' reinforced concrete box, mill and overlay of 1,460 yards of roadway, storm outfall structures, additional storm water inlets, with the installation (service connections, curb and gutter repairs, pavement repairs, traffic control, etc.) and related appurtenances to improve stormwater drainage and reduce future flood risks. The project will be completed within 160 consecutive calendar days after giving the Notice to Proceed.

**Summary:**

This project was advertised in the local newspaper on August 14<sup>th</sup> & 21<sup>st</sup>, 2025 and on the City's website. Sealed bids for Bid No. 25-20 (Project 1) were received prior to the deadline of September 9, 2025, at 2:00pm and read out loud, from four bidders. The project was awarded to D and M Underground Corp., for the total base bid amount of \$510,426.00 on October 14<sup>th</sup> 2025 pending TXDOT's approval.

**Background:**

The General Land Office (GLO) awarded \$36,311,929.00 to the City of Kingsville for citywide drainage improvements on May 21, 2021. Texas Land Commissioner George P. Bush announced over \$46 million in flood mitigation projects to improve drainage infrastructure in Kleberg County and the City of Kingsville. These projects will benefit thousands of residents in low-to-moderate income (LMI) areas that have experienced repeated storm damage, including during Hurricane Harvey in 2017.



**City of Kingsville  
Engineering Dept.**

The City of Kingsville amended its Drainage Master Plan in 2020 to include five additional sites, covering all areas of the city. External funding is necessary to complete these improvements, which will bolster community resilience by reducing flood-related economic losses, protecting public infrastructure, and preserving emergency response capabilities.

**Financial Impact:**

Project 1 will be funded by the General Land Office Hurricane Harvey Mitigation Grant (Fund 122) in the amount of \$510,426.00.

**Recommendation:**

Staff recommends authorizing the City Manager to execute the construction contract with D and M Underground Corp., for the total amount of \$510,426.00 with a contract time of 160 consecutive calendar days after giving Notice to Proceed.

**Attachments:**

- Construction Contract for Project 1



# *City of Kingsville, Texas*

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## **AGENDA CITY COMMISSION**

**TUESDAY, OCTOBER 14, 2025**

**REGULAR MEETING**

**CITY HALL**

**HELEN KLEBERG GROVES COMMUNITY ROOM**

**400 WEST KING AVENUE**

**5:00 P.M. – Regular Meeting**

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

### **I. Preliminary Proceedings.**

#### **OPEN MEETING**

**INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)**

**MINUTES OF PREVIOUS MEETING(S)**

Regular Meeting – July 14, 2025

Regular Meeting – September 22, 2025

APPROVED BY:

*Charlie Sosa*

Charlie Sosa  
City Manager

### **II. Public Hearing - (Required by Law).<sup>1</sup>**

None.

### **III. Reports from Commission & Staff.<sup>2</sup>**

*"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.<sup>3</sup>**

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 City participation in annual events and parades for FY2025-2026. (Tourism Director).
2. Motion to approve submittal of membership application to the Electric Reliability Council of Texas (ERCOT) for 2026. (renewal of annual membership). (City Attorney).

## **REGULAR AGENDA**

### **CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:**

#### **VI. Items for consideration by Commissioners.<sup>4</sup>**

3. Consider a resolution authorizing the City to submit an application to the Texas Parks and Wildlife Department's Community Outdoor Outreach Grant Program for the purpose of requesting funding for community nature based, family oriented, recreational programming with no cash match required; authorizing the City Manager to submit the grant and the City Parks Director as the Grant Official to act on the City's behalf with such grant program. (Parks Director).
4. Consider accepting monetary donations from various sources for Parks Department Healthy Families Program. (Parks Director).
5. Consider introduction of an ordinance amending the Fiscal Year 2025-2026 Budget to accept and expend donations for Parks Department Healthy Family Events. (Parks Director).
6. Consideration and approval of Bid No. 25-20 award for GLO CBDG-MIT Contract No. 22-085-009-D237 Project 1: E. Santa Gertrudis Ave. near Fairview, Storm Water Improvement Project, as per recommendation of consulting engineer. (City Engineer).
7. Consider introduction of an ordinance amending the Fiscal Year 2025-2026 Budget to accept and expend Body Worn Camera Grant #5094901 funding for replacement of outdated body worn cameras. (Police Chief).
8. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances section 15-6-21-Definitions to revise the definition for tiny homes. (Director of Planning & Development Services).
9. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances sections 15-6-21-Definitions and 15-6-25-Cargo Containers to revise the definition and regulations for cargo/shipping containers. (Director of Planning & Development Services).
10. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances section 15-1-6-Schedule of Perit Fees to update uses and costs for certain

permits, especially for parking lots and laydown yards. (Director of Planning & Development Services).

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

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

13. Consider rescinding appointment of Charlie Sosa as City Manager. (Mayor Fugate).

14. Consider appointment of Interim City Manager and setting compensation for the position. (Mayor Fugate).

15. Consider authorizing staff to move forward with re-opening job search for City Manager position with outside firm. (Mayor Fugate).

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

17. Executive Session: Pursuant to Section 551.071, Texas Government Code, Consultation with Attorney Exception, the City Commission shall convene in executive session to seek legal advice from the City Attorney regarding pending litigation in Cause No. 25-377-D, Selina Tijerina vs. City of Kingsville, Texas, Norma Nelda Alvarez, Hector M. Hinojosa, and Lionel "Leo" H. Alarcon in the 105<sup>th</sup> Judicial District Court of Kleberg County, Texas. (City Attorney).

## **VII. Adjournment.**

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

### **NOTICE**

This City of Kingsville and 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](mailto: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:

October 7, 2025, at 4:00 P.M. and remained posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

Mary Valenzuela

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

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

By: \_\_\_\_\_  
City Secretary's Office  
City of Kingsville, Texas

# **AGENDA ITEM #6**

**City of Kingsville  
Engineering Dept.**

TO: Mayor and City Commissioners

CC: Charlie Sosa, City Manager *CS*

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

DATE: October 14, 2025

SUBJECT: Consider Awarding Bid No. 25-20 for the General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Contract No. 22-085-009-D237 Project 1 – (E. Santa Gertrudis Ave. Near Fairview) Storm Water Improvements

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**Purpose:**

This item is for approval to award the ninth GLO CDBG-MIT Hurricane Harvey State Mitigation Competition Round 1 grant. Project 1 – E. Santa Gertrudis Ave. Near Fairview Storm Water Improvements is a critical component of the city's flood management infrastructure upgrades. This project includes which consists of the installation of approximately 370 LF of 3' x 4' reinforced concrete box, mill and overlay approximately 1,460 SY of existing street asphalt, and storm outfall structure with items associated with the installation (service connections, curb and gutter repairs, pavement repairs, traffic control, etc.) and related appurtenances to improve stormwater drainage and reduce future flood risks. The project will be completed within 160 consecutive calendar days after giving the Notice to Proceed.

**Summary:**

This project was advertised in the local newspaper on August 14<sup>th</sup> and 21<sup>st</sup> and city's website. Sealed bids for Bid No. 25-20 (Project 1) were received prior to the deadline of September 9, 2025, at 2:00pm and read out loud, from five bidders:

1. D&J Utility Services LLC, Aransas Pass, TX 78335
1. White Star Services LLC, Corpus Christi, TX 78415
2. Leinneweber Concrete Construction LLC, San Marcos, TX 78666
3. D&M Underground Corp., Corpus Christi, TX 78418
1. RS Parker Construction LLC, Corpus Christi, TX 78408

The total bids range from \$510,426.00 to \$666,431.73. After review, staff recommends awarding the project to the lowest bidder, D&M Underground Corp., for the total base bid



**City of Kingsville  
Engineering Dept.**

amount of \$510,426.00. Also, the bid is 38% below the engineer's estimate which is considered reasonable.

**Background:**

The General Land Office (GLO) awarded \$36,311,929.00 to the City of Kingsville for citywide drainage improvements on May 21, 2021. Texas Land Commissioner George P. Bush announced over \$46 million in flood mitigation projects to improve drainage infrastructure in Kleberg County and the City of Kingsville. These projects will benefit thousands of residents in low-to-moderate income (LMI) areas that have experienced repeated storm damage, including during Hurricane Harvey in 2017.

The City of Kingsville amended its Drainage Master Plan in 2020 to include five additional sites, covering all areas of the city. External funding is necessary to complete these improvements, which will bolster community resilience by reducing flood-related economic losses, protecting public infrastructure, and preserving emergency response capabilities.

These drainage improvements will efficiently direct stormwater from residential and commercial areas to outflows leading to Santa Gertrudis Creek, San Fernando Creek, and ultimately Baffin Bay. The improvements include:

- Installation of 9,000 feet of reinforced concrete pipe and 23,100 feet of culverts with 130 added inlets
- 65 junction boxes and 6,900 feet of curb and gutter to drain water from road surfaces
- Surface repairs using flex base with geogrid for soil stabilization, with either a 4-inch hot mix asphalt or concrete pavement surface
- Replacement of impacted sidewalks for pedestrian safety
- Installation of concrete headwalls at drainage pipe and culvert ends to prevent erosion

**Financial Impact:**

Project 1 will be funded by the General Land Office Hurricane Harvey Mitigation Grant (Fund 122) in the amount of \$510,426.00.

**Recommendation:**

Staff recommends awarding CDBG-MIT GLO Contract No. 22-085-009-D237 – Project 1 (E. Santa Gertrudis Ave. Near Fairview Storm Water Improvements) to D&M Underground Corp., for the total base bid amount of \$510,426.00 contingent of a final GLO approval of a Performance Statement and TxDot right of way permit pending.



**City of Kingsville  
Engineering Dept.**

**Attachments:**

- Bid Recommendation/Award Letter for Project 1
- Bid Tabulation for Project 1



City of Kingsville GLO SW Project 1 (GLO Contract No. 22-085-009-D237) Bid Tabulation  
 Bid Opening Date and Location: September 9, 2025 - City Hall  
 400 W. King Ave., Kingsville, TX 78363



ITEM	DESCRIPTION	QTY	UNIT	D&I Utility Services, LLC		White Star Services, LLC		Leineweber		D&M Underground Corp.		RS Parker Construction, LLC	
				UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT
A1	Mobilization/ Bonds/ Insurance	1	LS	\$20,000.00	\$20,000.00	\$45,750.00	\$45,750.00	\$29,800.00	\$29,800.00	\$30,000.00	\$30,000.00	\$46,000.00	\$46,000.00
A2	Traffic Control	1	LS	\$80,000.00	\$80,000.00	\$7,600.00	\$7,600.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$15,525.00	\$15,525.00
A3	Utility Adjustment	1	LS	\$7,500.00	\$7,500.00	\$10,000.00	\$10,000.00	\$24,000.00	\$24,000.00	\$20,000.00	\$20,000.00	\$6,900.00	\$6,900.00
A4	SWPP (Sediment Control Fence)	30	LF	\$20.00	\$600.00	\$28.00	\$840.00	\$6.00	\$180.00	\$5.00	\$150.00	\$5.75	\$172.50
A5	SWPP (Erosion Control Log)	70	LF	\$10.00	\$700.00	\$16.00	\$1,120.00	\$6.60	\$462.00	\$10.00	\$700.00	\$39.43	\$2,760.10
A6	Remove Street Asphalt	370	SY	\$3.00	\$1,110.00	\$28.50	\$10,515.00	\$9.73	\$3,600.10	\$18.00	\$6,660.00	\$28.59	\$10,578.30
A7	Mill Street Asphalt	1460	SY	\$5.50	\$8,030.00	\$9.00	\$13,140.00	\$12.00	\$17,520.00	\$15.75	\$22,995.00	\$32.20	\$47,012.00
A8	Remove Exist. Curb & Gutter	63	LF	\$10.00	\$630.00	\$16.00	\$1,008.00	\$26.25	\$1,653.75	\$10.00	\$630.00	\$58.60	\$3,691.80
A9	Remove Exist. Curb	18	LF	\$10.00	\$180.00	\$16.00	\$288.00	\$41.80	\$752.40	\$10.00	\$180.00	\$32.58	\$586.44
A10	Remove Exist. Sidewalk	25	SY	\$90.00	\$2,250.00	\$26.00	\$650.00	\$22.90	\$572.50	\$5.00	\$125.00	\$65.25	\$1,581.25
A11	Remove Exist. ADA Sidewalk Ramp	12	SY	\$90.00	\$1,080.00	\$25.00	\$312.00	\$22.80	\$273.60	\$45.00	\$540.00	\$68.52	\$822.24
A12	Remove Exist. Valley Gutter	24	SY	\$10.00	\$240.00	\$22.00	\$528.00	\$24.00	\$576.00	\$20.00	\$480.00	\$63.25	\$1,518.00
A13	Remove Exist. 18" Ø RCP	36	LF	\$30.00	\$1,080.00	\$8.00	\$288.00	\$37.50	\$1,350.00	\$30.00	\$1,080.00	\$47.28	\$1,702.08
A14	Remove Exist. 24" Ø RCP	72	LF	\$40.00	\$2,880.00	\$8.00	\$576.00	\$108.00	\$7,776.00	\$35.00	\$2,565.00	\$27.60	\$1,987.20
A15	Remove Exist. Curb Inlet	1	EA	\$3,500.00	\$3,500.00	\$475.00	\$475.00	\$1,800.00	\$1,800.00	\$1,350.00	\$1,350.00	\$1,725.00	\$1,725.00
A16	Remove Exist. Outfall Structure	1	EA	\$5,000.00	\$5,000.00	\$3,975.00	\$3,975.00	\$1,800.00	\$1,800.00	\$1,850.00	\$1,850.00	\$1,725.00	\$1,725.00
A17	Remove Exist. 36" Ø RCP	10	LF	\$50.00	\$500.00	\$15.00	\$150.00	\$231.00	\$2,310.00	\$30.00	\$900.00	\$207.00	\$2,070.00
A18	Repair Street Asphalt	370	SY	\$150.00	\$55,500.00	\$85.00	\$31,425.00	\$40.30	\$14,911.00	\$25.00	\$9,250.00	\$78.59	\$29,078.30
A19	Overlay Street Asphalt	1460	SY	\$38.00	\$55,480.00	\$53.75	\$78,475.00	\$42.00	\$61,320.00	\$25.00	\$36,500.00	\$32.80	\$47,888.00
A20	Repair Curb & Gutter	63	LF	\$30.00	\$1,890.00	\$26.00	\$1,638.00	\$47.00	\$2,961.00	\$100.00	\$6,300.00	\$34.50	\$2,173.50
A21	Repair Curb	18	LF	\$30.00	\$540.00	\$45.00	\$810.00	\$72.00	\$1,296.00	\$80.00	\$1,440.00	\$34.50	\$621.00
A22	Repair Sidewalk	25	SY	\$180.00	\$4,500.00	\$108.00	\$2,700.00	\$171.00	\$4,275.00	\$55.00	\$1,650.00	\$51.75	\$1,293.75
A23	Repair ADA Sidewalk Ramp	12	SY	\$300.00	\$3,600.00	\$185.00	\$2,220.00	\$270.00	\$3,240.00	\$65.00	\$2,025.00	\$103.50	\$1,242.00
A24	Repair Valley Gutter	24	SY	\$180.00	\$4,320.00	\$126.00	\$3,024.00	\$162.00	\$3,888.00	\$75.00	\$2,250.00	\$51.75	\$1,242.00
A25	Repair Exist. 24" Ø RCP	8	LF	\$150.00	\$1,200.00	\$145.00	\$1,160.00	\$661.00	\$5,288.00	\$150.00	\$1,200.00	\$149.50	\$1,196.00
A26	18" Ø RCP Class V	9	LF	\$130.00	\$1,170.00	\$130.00	\$1,170.00	\$320.00	\$2,880.00	\$165.00	\$1,785.00	\$173.78	\$1,564.02
A27	24" Ø RCP Class V	36	LF	\$150.00	\$5,400.00	\$150.00	\$5,400.00	\$376.00	\$13,536.00	\$223.00	\$8,028.00	\$153.33	\$5,519.88
A28	36" Ø RCP Class V	25	LF	\$240.00	\$6,000.00	\$335.00	\$8,375.00	\$698.00	\$17,450.00	\$316.00	\$7,900.00	\$434.24	\$10,856.00
A29	Concrete Collar	1	EA	\$500.00	\$500.00	\$2,375.00	\$2,375.00	\$2,500.00	\$2,500.00	\$4,500.00	\$4,500.00	\$5,865.00	\$5,865.00
A30	Junction Box Type 'A'	5	EA	\$8,500.00	\$42,500.00	\$10,850.00	\$54,250.00	\$36,500.00	\$182,500.00	\$25,900.00	\$129,500.00	\$34,500.00	\$172,500.00
A31	Outfall Structure	1	EA	\$15,000.00	\$15,000.00	\$16,650.00	\$16,650.00	\$9,600.00	\$9,600.00	\$3,000.00	\$3,000.00	\$7,475.00	\$7,475.00
A32	Plug and Abandon Existing 36" Ø RCP	2	EA	\$1,500.00	\$3,000.00	\$425.00	\$850.00	\$2,000.00	\$4,000.00	\$1,150.00	\$2,300.00	\$1,725.00	\$3,450.00
A33	4' x 3' RCB	371	LF	\$800.00	\$296,800.00	\$650.00	\$241,150.00	\$603.25	\$223,805.75	\$500.00	\$185,500.00	\$602.31	\$223,457.01
A34	Refr Pav Mark TY 1 (W) 4" (SLD)	506	LF	\$1.25	\$632.50	\$4.25	\$2,150.50	\$4.20	\$2,125.20	\$4.00	\$2,024.00	\$4.03	\$2,039.18
A35	Refr Pav Mark TY 1 (V) 4" (SLD)	506	LF	\$1.43	\$723.58	\$4.25	\$2,150.50	\$4.20	\$2,125.20	\$4.00	\$2,024.00	\$4.03	\$2,039.18
A36	Refr Pav Mark TY 2 (A-A)	10	EA	\$100.00	\$1,000.00	\$125.00	\$1,250.00	\$60.00	\$600.00	\$150.00	\$1,500.00	\$57.50	\$575.00
Total Base Bid					\$637,626.08		\$554,493.00		\$662,727.50		\$510,426.00		\$666,431.73

RECOMMENDED AWARD OPTIONS BY BANK				
OPTION	DESCRIPTION	3	2	5
1	BASE BID			
		D&I Utility Services, LLC	White Star Services, LLC	Leineweber
		\$637,626.08	\$554,493.00	\$662,727.50
				D&M Underground Corp.
				\$510,426.00
				RS Parker Construction, LLC
				\$666,431.73

September 22, 2025

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

**Re: CDBG-MIT GLO Contract No. 22-085-009-D237 Project 1, (City of Kingsville  
Bid No. 25-20) – ICE award recommendation**

Dear Mr. Cardenas,

This memorandum is in reference to ICE's recommendation for award of the above-mentioned project which consists of the installation of approximately 370 LF of 3' x 4' reinforced concrete box, mill and overlay approximately 1,460 SY of existing street asphalt, and storm outfall structure with items associated with the installation (service connections, curb and gutter repairs, pavement repairs, traffic control, etc.).

The following is a Bid Summary for the above referenced project. Five (5) general contractors submitted bids to the City of Kingsville on 09/09/2025. Their information is attached herewith. The bidders' list with their total bid is given below:

Rank	Company	Submitted Base Bid
1	D&M Underground Corp.	\$510,426.00
2	White Star Services, LLC	\$554,493.00
3	D&J Utility Services	\$637,626.08
4	Leinneweber	\$662,727.50
5	R.S. Parker Construction	\$666,431.73

D&M Underground Corp. submitted the lowest total bid of **\$510,426.00**. On 09/09/2025 D&M Underground Corp. was notified of the low bid pending GLO and City of Kingsville approval. A notice to proceed will be delivered upon commencement of the preconstruction meeting.



The Engineer's estimate is \$660,706.00. The bid is 23% below the engineer's estimate which is considered reasonable. Furthermore, no clerical errors were found in D&M Underground Corp.'s packet.

Therefore, it is ICE's recommendation that D&M Underground Corp. be awarded this bid. It is the city's discretion to waive any informality or to reject any or all bids.

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

Sincerely,

A handwritten signature in black ink that reads "Julio A. Macias, P.E." The signature is written in a cursive style.

Julio A. Macias, P.E.  
Project Engineer

**RESOLUTION #2026-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONSTRUCTION CONTRACT WITH D & M UNDERGROUND CORP. FOR THE GLO CDBG-MIT CONTRACT 22-085-009-D237 PROJECT 1: E. SANTA GERTRUDIS STREET (NEAR FAIRVIEW) STORM WATER IMPROVEMENTS PROJECT; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville (City) intends to make some storm water improvements through a General Land Office (GLO) Community Development Block Grant (CDBG) -Mitigation (MIT) program via Contract No. 22-085-009-D237 for Project 1: E. Santa Gertrudis Street (near Fairview) Storm Water Improvements and went out for bids via BID #25-20 which was advertised in the newspaper on August 14 & 21, 2025 and on the City's website;

**WHEREAS**, the five bids were received by the deadline of September 9, 2025 that were responsive to BID #25-20; and, after reviewing the bid submittals staff and the outside engineer (ICE) recommended the bid be awarded to the low bidder, which was D & M Underground Corp. from Corpus Christi, Texas (vendor);

**WHEREAS**, the City awarded BID#25-20 to Vendor at a Commission meeting on October 14, 2025 for a total amount of \$510,426.00 and a contract time of 160 calendar days;

**WHEREAS**, the contract could not be executed previously because it was pending approval from the Texas Department of Transportation;

**WHEREAS**, the successful low bidder was then contacted to see if their bid was still going to be honored and they agreed that they would honor the bid;

**WHEREAS**, the City and Vendor worked to prepare a construction contract for GLO CDBG-MIT Contract No. 22-085-009-D237 for Project 1: E. Santa Gertrudis Street (near Fairview) Storm Water Improvements for \$510,426.00 and a contract time of 160 calendar days;

**WHEREAS**, staff is recommending the City Commission approve the construction contract with Vendor as presented for a total amount of \$510,426.00 and a contract time of 160 calendar days;

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

I.

**THAT** the City Commission approves and the City Manager is authorized and directed as an act of the City of Kingsville, Texas to execute the Construction Contract between the City of Kingsville, Texas and D & M Underground Corp. for General Land Office (GLO) Community Development Block Grant (CDBG) - Mitigation (MIT) program via Contract No. 22-085-009-D237 for Project 1: E. Santa Gertrudis Street (near Fairview) Storm Water Improvements Project 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  
23rd day of February, 2026.

\_\_\_\_\_  
Sam R. Fugate, Mayor

**ATTEST:**

\_\_\_\_\_  
Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Courtney Alvarez, City Attorney

# **CONSTRUCTION CONTRACT**

**THIS AGREEMENT** made this the 23rd day of February, 2026, by and between D & M Underground Corp. (a corporation organized and existing under the laws of the State of Texas) hereinafter called the "Contractor", and City of Kingsville hereinafter called the "City"

**WITNESSETH**, that the Contractor and the City for the considerations stated herein mutually agree as follows:

**ARTICLE 1. Statement of Work.** The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the Project; namely, GLO SW PROJECT 1 (E. SANTA GERTRUDIS ST.) STORM WATER IMPROVEMENTS (CDBG-MIT GLO CONTRACT NO. 22-085-009-D237 for the Community Development Block Grant – Mitigation (CDBG-MIT) project, all in strict accordance with the contract documents including all addenda thereto, numbered \_\_\_\_\_, dated \_\_\_\_\_ and \_\_\_\_\_, all as prepared by International Consulting Engineers (ICE) acting and in these contract documents preparation, referred to as the "Engineer".

**ARTICLE 2. The Contract Price.** The City will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the *unit prices* stipulated in the Bid for the several respective items of work completed subject to additions and deductions as provided in the total bid amount of \$510,426.00 hereof.

**ARTICLE 3. The Contract.** The executed contract documents shall consist of the following components:

- |                              |  |
|------------------------------|--|
| a. This Agreement (pgs. 1-3) | f. General Conditions, Part I                                |
| b. Addenda                   | g. Special Conditions  |
| c. Invitation for Bids       | h. Technical Specifications                                  |
| d. Instructions to Bidders   | i. Drawings ( <i>as listed in the Schedule of Drawings</i> ) |
| e. Signed Copy of Bid        | j. [Add any applicable documents]                            |

**ARTICLE 4. Performance.** Work, in accordance with the Contract dated \_\_\_\_\_, \_\_\_\_\_, shall commence on or before \_\_\_\_\_, \_\_\_\_\_, and Contractor shall complete the WORK within 160 consecutive calendar days thereafter. The date of completion of all WORK is therefore \_\_\_\_\_, \_\_\_\_\_.

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in triplicate original copies on the day and year first above written.

D & M Underground Corp.

*(The Contractor)*

By \_\_\_\_\_ (signature)

\_\_\_\_\_ (print)

Title \_\_\_\_\_

City of Kingsville, TX

*(City)*

By \_\_\_\_\_ (signature)

Charlie Sosa (print)

Title City Manager

### **Corporate Certifications**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Contractor herein; that \_\_\_\_\_ who signed this Agreement on behalf of the Contractor, was then \_\_\_\_\_ of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate

Seal

\_\_\_\_\_  
*(Corporate Secretary)*

# **AGENDA ITEM #7**

**City of Kingsville  
Engineering Dept.**

TO: Mayor and City Commissioners

CC: Charlie Sosa, City Manager

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

DATE: February 10, 2025

SUBJECT: Consider and approval of a resolution authorizing the City Manager to execute the Construction Contract with R.S. Parker for the General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Contract No. 22-085-009-D237 Project 11 – (SH 141/King Street Near HEB) Storm Water Improvements (Bid No.26-01)

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**Purpose:**

This item is for approval of a construction contract execution of GLO CDBG-MIT Hurricane Harvey State Mitigation Project 11 – SH 141/King Street near HEB. The project is for Storm Water Improvements which includes installation 18 additional storm water inlets (some at new locations) with items associated with the installation (service connections, curb and gutter repairs, pavement repairs, traffic control, etc.) and related appurtenances to improve stormwater drainage and reduce future flood risks. The project will be completed within 120 consecutive calendar days after giving the Notice to Proceed.

**Summary:**

This project was advertised in the local newspaper on August 7<sup>th</sup> & 14<sup>th</sup>, 2025 and on the City's website. Sealed bids for Bid No. 26-01 (Project 11) were received prior to the deadline of November 4, 2025, at 2:00pm and read out loud, from four bidders. The project was awarded to R.S. Parker Construction, LLC , for the total base bid amount of \$141,192.50 on December 8<sup>th</sup>, 2025 pending TXDOT's approval.

**Background:**

The General Land Office (GLO) awarded \$36,311,929.00 to the City of Kingsville for citywide drainage improvements on May 21, 2021. Texas Land Commissioner George P. Bush announced over \$46 million in flood mitigation projects to improve drainage infrastructure in Kleberg County and the City of Kingsville. These projects will benefit thousands of residents in low-to-moderate income (LMI) areas that have experienced repeated storm damage, including during Hurricane Harvey in 2017.



**City of Kingsville  
Engineering Dept.**

The City of Kingsville amended its Drainage Master Plan in 2020 to include five additional sites, covering all areas of the city. External funding is necessary to complete these improvements, which will bolster community resilience by reducing flood-related economic losses, protecting public infrastructure, and preserving emergency response capabilities.

**Financial Impact:**

Project 11 will be funded by the General Land Office Hurricane Harvey Mitigation Grant (Fund 122) in the amount of \$141,192.50.

**Recommendation:**

Staff recommends authorizing the City Manager to execute the construction contract with R.S. Parker Construction LLC., for the total amount of \$141,192.50 and a contract time of 120 calendar days.

**Attachments:**

- Construction Contract for Project 11



# *City of Kingsville, Texas*

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## **AGENDA CITY COMMISSION MONDAY, DECEMBER 8, 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)**

None.

APPROVED BY:

*Charlie Sosa*

Charlie Sosa  
City Manager

### **II. Public Hearing - (Required by Law).<sup>1</sup>**

None.

### **III. Reports from Commission & Staff.<sup>2</sup>**

*"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.<sup>3</sup>**

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

### **V.**

#### **Consent Agenda**

#### **Notice to the Public**

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

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

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

1. Motion to approve final passage of an ordinance amending the Fiscal Year 2025-2026 budget to accept and expend a donation from 1PointFive USA LLC for the purchase of portable multiband radios for the Police Department. (Police Chief).
2. Motion to approve final passage of an ordinance amending the Fiscal Year 2025-2026 budget to accept and expend a donation from the Tractor Supply Foundation for fire prevention education materials. (Fire Chief).
3. Motion to approve final passage of an ordinance amending the Fiscal Year 2025-2026 budget to accept and expend grant funds from the Ed Rachal Foundation for Fire Department EMS training equipment. (Fire Chief).
4. Motion to approve final passage of an ordinance amending the Fiscal Year 2025-2026 budget to accept and expend a donation from the 1PointFive USA LLC for the purchase, repair, and maintenance of firefighting equipment. (vehicle) (Fire Chief).

**REGULAR AGENDA**

**CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:**

**VI. Items for consideration by Commissioners.<sup>4</sup>**

5. Discuss and consider approving a resolution authorizing application to, administration of, and acceptance of Office of the Governor, Bullet-Resistant Components for Law Enforcement Vehicles Grant Program FY2026; authorizing the Chief of Police to act on the City's behalf with such program. (Police Chief).
6. Discuss and consider awarding Bid No. 26-01 for GLO CDBG-MIT Contract No. 22-085-009-D237 Project 11 (US 141, King Street near HEB) Storm Water Improvements, as per recommendation of consulting engineer. (City Engineer).
7. Discuss and consider awarding Bid No. 26-02 for GLO CDBG-MIT Contract No. 22-085-009-D237 Project 12 (BU 77, 14<sup>th</sup> Street near Pueblo Tires) Storm Water Improvements, as per recommendation of consulting engineer. (City Engineer).
8. Discuss and consider approving a resolution authorizing the City Manager to execute Change Order No.2 for a Construction Contract with Donald Hubert Construction Co. for Project 1: 14<sup>th</sup> St. Sanitary Sewer Improvements Project of the CDBG-MIT Program GLO State Contract Number 22-082-016-D218. (City Engineer).
9. Discuss and consider introduction of an ordinance amending the Fiscal Year 2025-2026 Budget to accept and expend grant funds from the State Energy Conservation Office (SECO) for Parks lighting projects. (Parks Director).
10. Discuss and consider accepting monetary donations from Regency Integrated Health and the Womens Club of Kingsville for recreation supplies. (Parks Director).

11. Discuss and consider introduction of an ordinance amending the Fiscal Year 2025-2026 Budget to accept and expend donations from Regency Integrated Health and the Womens Club of Kingsville for recreation supplies. (Parks Director).
12. Discuss and consider accepting monetary grant funds from the Coastal Bend Regional Advisory Council (CBRAC). (Fire Chief).
13. Discuss and consider introduction of an ordinance amending the Fiscal Year 2025-2026 Budget to accept and expend grant funds from the Coastal Bend Regional Advisory Council for Fire Department medical supplies. (Fire Chief).
14. Discuss appointment of members to the City of Kingsville Ethics Review Board. (City Attorney).
15. Discuss and consider approving a resolution supporting a commemorative event to be held with other local entities in the City on September 11, 2026. (City Manager).
16. Discuss and consider participation with Kleberg County for assistance in paving the Sister Elizabeth Soup Kitchen parking area, labor and permit fees only, contingent on approving the necessary agreement with the property owner prior to work. (City Manager).
17. Executive Session: Pursuant to Section 551.087, Texas Government Code, Deliberations Regarding Economic Development Negotiations Exception, the City Commission shall convene in executive session to deliberate the offer of a financial or other incentive to a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations. (Economic Development Director).

## **VII. Adjournment.**

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

### **NOTICE**

This City of Kingsville and 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](mailto: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:

November 26, 2025, at 11:30 A.M. and remained so posted continuously for at least three business days proceeding the scheduled time of said meeting.

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

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

By: \_\_\_\_\_  
City Secretary's Office  
City of Kingsville, Texas

# **AGENDA ITEM #6**

**City of Kingsville  
Engineering Dept.**

TO: Mayor and City Commissioners

CC: Charlie Sosa, City Manager

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

DATE: November 20, 2025

SUBJECT: Consider Awarding Bid No. 26-01 for the General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Contract No. 22-085-009-D237 Project 11 – (US 141, King Street Near HEB) Storm Water Improvements

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**Purpose:**

This item is for approval to award the tenth GLO CDBG-MIT Hurricane Harvey State Mitigation Competition Round 1 grant. Project 11 – US 141, King Street Near HEB- Storm Water Improvements is a critical component of the city's flood management infrastructure upgrades. This project consists of installation of 18 additional storm water inlets (some at new locations) with items associated with the installation (service connections, curb and gutter repairs, pavement repairs, traffic control, etc.) and related appurtenances to improve stormwater drainage and reduce future flood risks. The project will be completed within 120 consecutive calendar days after giving the Notice to Proceed.

**Summary:**

This project was advertised in the local newspaper on August 7th and August 14th and on the city's website. Sealed bids for Bid No. 26-01 (Project 11) were received prior to the deadline of November 4, 2025, at 2:00pm and read out loud, from four bidders:

1. Grace Paving Inc., Corpus Christi, TX 78418
1. White Star Services LLC, Corpus Christi, TX 78415
2. D&M Underground Corp., Corpus Christi, TX 78418
1. RS Parker Construction LLC, Corpus Christi, TX 78408

The total bids range from \$141,192.50 to \$283,020.00. After review, staff recommends awarding the project to the lowest bidder, R.S. Parker Construction, LLC, for the total base bid amount of \$141,192.50. Also, the bid is 49.8% below the engineer's estimate which is considered reasonable.

**Background:**



**City of Kingsville  
Engineering Dept.**

The General Land Office (GLO) awarded \$36,311,929.00 to the City of Kingsville for citywide drainage improvements on May 21, 2021. Texas Land Commissioner George P. Bush announced over \$46 million in flood mitigation projects to improve drainage infrastructure in Kleberg County and the City of Kingsville. These projects will benefit thousands of residents in low-to-moderate income (LMI) areas that have experienced repeated storm damage, including during Hurricane Harvey in 2017.

The City of Kingsville amended its Drainage Master Plan in 2020 to include five additional sites, covering all areas of the city. External funding is necessary to complete these improvements, which will bolster community resilience by reducing flood-related economic losses, protecting public infrastructure, and preserving emergency response capabilities.

**Financial Impact:**

Project 11 will be funded by the General Land Office Hurricane Harvey Mitigation Grant (Fund 122) in the amount of \$141,192.50.

**Recommendation:**

Staff recommends awarding CDBG-MIT GLO Contract No. 22-085-009-D237 – Project 11 (US 141, King Street Near HEB) Storm Water Improvements to R.S. Parker Construction LLC, for the total base bid amount of \$141,192.50 contingent of a final GLO approval of a TxDOT right of way permit pending.

**Attachments:**

- Bid Recommendation/Award Letter for Project 11
- Bid Tabulation for Project 11



November 13, 2025

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

**Re: CDBG-MIT GLO Contract No. 22-085-009-D237 Project 11, (City of Kingsville Bid No. 26-01) – ICE award recommendation**

Dear Mr. Cardenas,

This memorandum is in reference to ICE’s recommendation for award of the above-mentioned project which consists of the installation of 18 curb inlet throat extensions, from intersection of S. 6<sup>th</sup> St. and E. King Ave. to the intersection of S. 14<sup>th</sup> St. and E. King Ave, with items associated with the installation (service connections, curb and gutter repairs, sidewalk repairs, traffic control, etc.).

The following is a Bid Summary for the above referenced project. Four (4) general contractors submitted bids to the City of Kingsville on 11/04/2025. Their information is attached herewith. The bidders’ list with their total bid is given below:

### City of Kingsville – GLO D237 Project 11

Rank	Company	Submitted Base Bid	Corrected Base Bid	Correct Total
1	R.S. Parker Construction, LLC	\$141,192.50		\$141,192.50
2	White Star Services, LLC	\$169,395.00		\$169,395.00
3	Grace Paving & Construction, Inc.	\$256,028.85	\$256,026.67	\$256,026.67
4	D&M Underground Corp.	\$283,020.00		\$283,020.00

R.S. Parker Construction, LLC submitted the lowest total bid of **\$141,192.50**. On 11/04/2025, R.S. Parker Construction, LLC was notified of the low bid pending GLO and City of Kingsville approval. A notice to proceed will be delivered upon commencement of the preconstruction meeting.

The engineer’s estimate is \$281,356.00. The bid is 49.8% below the engineer’s estimate which is considered reasonable. Furthermore, no clerical errors were found in R.S. Parker Construction, LLC’s packet.



Therefore, it is ICE's recommendation R.S. Parker Construction LLC be awarded this bid. It is the city's discretion to waive any informality or to reject any or all bids.

If you have any questions or need additional information, please contact me at (956) 329-5404 or [julio@icengineers.net](mailto:julio@icengineers.net)

Sincerely,

A handwritten signature in black ink that reads 'Julio A. Macias, P.E.' The signature is written in a cursive, flowing style.

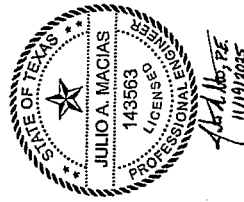
Julio A. Macias, P.E.  
Project Engineer

City of Kingsville GLO SW Project 11 (GLO Contract No. 22-085-009-D237) Bid Tabulation  
 Bid Opening Date and Location: November 4, 2025 - City Hall  
 400 W. King Ave., Kingsville, TX 78363

ITEM	DESCRIPTION	QTY	UNIT	R.S. Parker Construction, LLC		White Star Services, LLC		Grace Paving & Construction, Inc.		Engineer's Calculation (GP & Const.)		D&M Underground Corp.	
				UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	Amount	UNIT COST	AMOUNT	
A1	MOBILIZATION/BONDS/INSURANCE	1	LS	\$25,000.00	\$25,000.00	\$15,500.00	\$15,500.00	\$13,500.00	\$13,500.00	\$13,500.00	\$15,000.00	\$15,000.00	
A2	TRAFFIC CONTROL	1	LS	\$19,375.00	\$19,375.00	\$6,900.00	\$6,900.00	\$44,169.30	\$44,169.30	\$44,169.30	\$10,000.00	\$10,000.00	
A3	SWPP (EROSION CONTROL LOG)	252	LF	\$31.25	\$7,875.00	\$15.00	\$3,780.00	\$14.73	\$3,712.50	\$3,711.96	\$10.00	\$2,520.00	
A4	REMOVE EXISTING CURB & GUTTER	260	LF	\$27.50	\$7,150.00	\$14.75	\$3,835.00	\$44.13	\$11,475.00	\$11,473.80	\$55.00	\$14,300.00	
A5	REMOVE EXISTING SIDEWALK	179	SY	\$27.50	\$4,922.50	\$15.00	\$2,685.00	\$88.49	\$15,839.55	\$15,839.71	\$30.00	\$5,370.00	
A6	REPAIR CURB & GUTTER	170	LF	\$50.00	\$8,500.00	\$39.75	\$6,757.50	\$126.66	\$21,532.50	\$21,532.20	\$255.00	\$43,350.00	
A7	REPAIR SIDEWALK CONCRETE	179	SY	\$30.00	\$5,370.00	\$112.50	\$20,137.50	\$189.30	\$33,885.00	\$33,884.70	\$120.00	\$21,480.00	
A8	CURB INLET THROAT EXTENSION	18	EA	\$3,500.00	\$63,000.00	\$6,100.00	\$109,800.00	\$6,217.50	\$111,915.00	\$111,915.00	\$9,500.00	\$171,000.00	
Total Base Bid				\$141,192.50		\$169,395.00		\$256,028.85		\$256,026.67		\$283,020.00	

RECOMMENDED AWARD OPTIONS BY RANK			
OPTION	DESCRIPTION	R.S. Parker Construction LLC	D&M Underground Corp.
1	BASE BID	<b>\$141,192.50</b>	<b>\$283,020.00</b>

Denotes error in bid packet



**RESOLUTION #2026-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONSTRUCTION CONTRACT WITH R.S. PARKER CONSTRUCTION, LLC FOR THE GLO CDBG-MIT CONTRACT 22-085-009-D237 PROJECT 11: SH 141/KING STREET (NEAR HEB) STORM WATER IMPROVEMENTS PROJECT; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville (City) intends to make some storm water improvements through a General Land Office (GLO) Community Development Block Grant (CDBG) -Mitigation (MIT) program via Contract No. 22-085-009-D237 for Project 11: SH 141/King Street (near HEB) Storm Water Improvements and went out for bids via BID #26-01 which was advertised in the newspaper on August 14 & 21, 2025 and on the City's website;

**WHEREAS**, the four bids were received by the deadline of November 4, 2025 that were responsive to BID #26-01; and, after reviewing the bid submittals staff and the outside engineer (ICE) recommended the bid be awarded to the low bidder, which was R.S. Parker Construction, LLC from Corpus Christi, Texas (vendor);

**WHEREAS**, the City awarded BID#26-01 to Vendor at a Commission meeting on December 8, 2025 for a total amount of \$141,192.50 and a contract time of 120 calendar days;

**WHEREAS**, the contract could not be executed previously because it was pending approval from the Texas Department of Transportation;

**WHEREAS**, the successful low bidder was then contacted to see if their bid was still going to be honored and they agreed that they would honor the bid;

**WHEREAS**, the City and Vendor worked to prepare a construction contract for GLO CDBG-MIT Contract No. 22-085-009-D237 for Project 11: SH 141/King Street (near HEB) Storm Water Improvements for \$141,192.50 and a contract time of 120 calendar days;

**WHEREAS**, staff is recommending the City Commission approve the construction contract with Vendor as presented for a total amount of \$141,192.50 and a contract time of 120 calendar days;

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

I.

**THAT** the City Commission approves and the City Manager is authorized and directed as an act of the City of Kingsville, Texas to execute the Construction Contract between the City of Kingsville, Texas and R.S. Parker Construction, LLC for General Land Office (GLO) Community Development Block Grant (CDBG) -Mitigation (MIT) program via Contract No. 22-085-009-D237 for Project 11: SH 141/King Street (near HEB) Storm Water Improvements Project 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  
23rd day of February, 2026.

\_\_\_\_\_  
Sam R. Fugate, Mayor

**ATTEST:**

\_\_\_\_\_  
Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Courtney Alvarez, City Attorney

# **CONSTRUCTION CONTRACT**

**THIS AGREEMENT** made this the 23rd day of February, 2026, by and between R.S. Parker Construction, LLC (a corporation organized and existing under the laws of the State of Texas) hereinafter called the "*Contractor*", and City of Kingsville hereinafter called the "*City*".

**WITNESSETH**, that the Contractor and the City for the considerations stated herein mutually agree as follows:

**ARTICLE 1. Statement of Work.** The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the Project; namely, GLO SW PROJECT 11 (SH141/KING STREET NEAR HEB) STORM WATER IMPROVEMENTS (CDBG-MIT GLO CONTRACT NO. 22-085-009-D237) for the Community Development Block Grant – Mitigation (CDBG-MIT) project, all in strict accordance with the contract documents including all addenda thereto, numbered \_\_\_\_\_, dated \_\_\_\_\_ and \_\_\_\_\_, all as prepared by International Consulting Engineers (ICE) acting and in these contract documents preparation, referred to as the "*Engineer*".

**ARTICLE 2. The Contract Price.** The City will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the *unit prices* stipulated in the Bid for the several respective items of work completed subject to additions and deductions as provided in the total bid amount of \$141,192.50 hereof.

**ARTICLE 3. The Contract.** The executed contract documents shall consist of the following components:

- |                              |  |
|------------------------------|--|
| a. This Agreement (pgs. 1-3) | f. General Conditions, Part I                                |
| b. Addenda                   | g. Special Conditions  |
| c. Invitation for Bids       | h. Technical Specifications                                  |
| d. Instructions to Bidders   | i. Drawings ( <i>as listed in the Schedule of Drawings</i> ) |
| e. Signed Copy of Bid        | j. [Add any applicable documents]                            |

**ARTICLE 4. Performance.** Work, in accordance with the Contract dated \_\_\_\_\_, \_\_\_\_\_, shall commence on or before \_\_\_\_\_, \_\_\_\_\_, and Contractor shall complete the WORK within 120 consecutive calendar days thereafter. The date of completion of all WORK is therefore \_\_\_\_\_, \_\_\_\_\_.

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in triplicate original copies on the day and year first above written.

R.S. Parker Construction, LLC  
(The Contractor)

By \_\_\_\_\_ (signature)  
\_\_\_\_\_ (print)  
Title \_\_\_\_\_

City of Kingsville, TX  
(City)

By \_\_\_\_\_ (signature)  
Charlie Sosa (print)  
Title City Manager

**Corporate Certifications**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Contractor herein; that \_\_\_\_\_ who signed this Agreement on behalf of the Contractor, was then \_\_\_\_\_ of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate  
Seal

\_\_\_\_\_  
(Corporate Secretary)

# **AGENDA ITEM #8**

**City of Kingsville  
Engineering Dept.**

TO: Mayor and City Commissioners

CC: Charlie Sosa, City Manager

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

DATE: February 10, 2026

SUBJECT: Consider and approval of a resolution authorizing the City Manager to execute the Construction Contract with R.S. Parker for the General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Contract No. 22-085-009-D237 Project 12 – BU 77/14<sup>th</sup> Street (Near Pueblo Tires) Storm Water Improvements (Bid No.26-02)

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**Purpose:**

This item is for approval of a construction contract execution of GLO CDBG-MIT Hurricane Harvey State Mitigation Project 12 – BU 77/14<sup>th</sup> Street (near Pueblo Tires). The project is for Storm Water Improvements which includes installation 12 additional storm water inlets (some at new locations) with items associated with the installation (service connections, curb and gutter repairs, pavement repairs, traffic control, etc.) and related appurtenances to improve stormwater drainage and reduce future flood risks. The project will be completed within 120 consecutive calendar days after giving the Notice to Proceed.

**Summary:**

This project was advertised in the local newspaper on August 7<sup>th</sup> & 14<sup>th</sup>, 2025 and on the City's website. Sealed bids for Bid No. 26-023 (Project 12) were received prior to the deadline of November 4, 2025, at 2:00pm and read out loud, from four bidders. The project was awarded to R.S. Parker Construction, LLC , for the total base bid amount of \$103,922.50 on December 8<sup>th</sup> 2025 pending TXDOT's approval.

**Background:**

The General Land Office (GLO) awarded \$36,311,929.00 to the City of Kingsville for citywide drainage improvements on May 21, 2021. Texas Land Commissioner George P. Bush announced over \$46 million in flood mitigation projects to improve drainage infrastructure in Kleberg County and the City of Kingsville. These projects will benefit thousands of residents in low-to-moderate income (LMI) areas that have experienced repeated storm damage, including during Hurricane Harvey in 2017.



**City of Kingsville  
Engineering Dept.**

The City of Kingsville amended its Drainage Master Plan in 2020 to include five additional sites, covering all areas of the city. External funding is necessary to complete these improvements, which will bolster community resilience by reducing flood-related economic losses, protecting public infrastructure, and preserving emergency response capabilities.

**Financial Impact:**

Project 12 will be funded by the General Land Office Hurricane Harvey Mitigation Grant (Fund 122) in the amount of \$103,922.50.

**Recommendation:**

Staff recommends authorizing the City Manager to execute the construction contract with R.S. Parker Construction, LLC. for the total of \$103,922.50 and a contract time of 120 calendar days.

**Attachments:**

- Construction Contract for Project 12



# *City of Kingsville, Texas*

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**AGENDA**  
**CITY COMMISSION**  
**MONDAY, DECEMBER 8, 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)**

None.

APPROVED BY:

Charlie Sosa   
Charlie Sosa  
City Manager

**II. Public Hearing - (Required by Law).<sup>1</sup>**

None.

**III. Reports from Commission & Staff.<sup>2</sup>**

*"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.<sup>3</sup>**

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

**V.**

**Consent Agenda**

**Notice to the Public**

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

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

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

1. Motion to approve final passage of an ordinance amending the Fiscal Year 2025-2026 budget to accept and expend a donation from 1PointFive USA LLC for the purchase of portable multiband radios for the Police Department. (Police Chief).
2. Motion to approve final passage of an ordinance amending the Fiscal Year 2025-2026 budget to accept and expend a donation from the Tractor Supply Foundation for fire prevention education materials. (Fire Chief).
3. Motion to approve final passage of an ordinance amending the Fiscal Year 2025-2026 budget to accept and expend grant funds from the Ed Rachal Foundation for Fire Department EMS training equipment. (Fire Chief).
4. Motion to approve final passage of an ordinance amending the Fiscal Year 2025-2026 budget to accept and expend a donation from the 1PointFive USA LLC for the purchase, repair, and maintenance of firefighting equipment. (vehicle) (Fire Chief).

**REGULAR AGENDA**

**CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:**

**VI. Items for consideration by Commissioners.<sup>4</sup>**

5. Discuss and consider approving a resolution authorizing application to, administration of, and acceptance of Office of the Governor, Bullet-Resistant Components for Law Enforcement Vehicles Grant Program FY2026; authorizing the Chief of Police to act on the City's behalf with such program. (Police Chief).
6. Discuss and consider awarding Bid No. 26-01 for GLO CDBG-MIT Contract No. 22-085-009-D237 Project 11 (US 141, King Street near HEB) Storm Water Improvements, as per recommendation of consulting engineer. (City Engineer).
7. Discuss and consider awarding Bid No. 26-02 for GLO CDBG-MIT Contract No. 22-085-009-D237 Project 12 (BU 77, 14<sup>th</sup> Street near Pueblo Tires) Storm Water Improvements, as per recommendation of consulting engineer. (City Engineer).
8. Discuss and consider approving a resolution authorizing the City Manager to execute Change Order No.2 for a Construction Contract with Donald Hubert Construction Co. for Project 1: 14<sup>th</sup> St. Sanitary Sewer Improvements Project of the CDBG-MIT Program GLO State Contract Number 22-082-016-D218. (City Engineer).
9. Discuss and consider introduction of an ordinance amending the Fiscal Year 2025-2026 Budget to accept and expend grant funds from the State Energy Conservation Office (SECO) for Parks lighting projects. (Parks Director).
10. Discuss and consider accepting monetary donations from Regency Integrated Health and the Womens Club of Kingsville for recreation supplies. (Parks Director).

11. Discuss and consider introduction of an ordinance amending the Fiscal Year 2025-2026 Budget to accept and expend donations from Regency Integrated Health and the Womens Club of Kingsville for recreation supplies. (Parks Director).
12. Discuss and consider accepting monetary grant funds from the Coastal Bend Regional Advisory Council (CBRAC). (Fire Chief).
13. Discuss and consider introduction of an ordinance amending the Fiscal Year 2025-2026 Budget to accept and expend grant funds from the Coastal Bend Regional Advisory Council for Fire Department medical supplies. (Fire Chief).
14. Discuss appointment of members to the City of Kingsville Ethics Review Board. (City Attorney).
15. Discuss and consider approving a resolution supporting a commemorative event to be held with other local entities in the City on September 11, 2026. (City Manager).
16. Discuss and consider participation with Kleberg County for assistance in paving the Sister Elizabeth Soup Kitchen parking area, labor and permit fees only, contingent on approving the necessary agreement with the property owner prior to work. (City Manager).
17. Executive Session: Pursuant to Section 551.087, Texas Government Code, Deliberations Regarding Economic Development Negotiations Exception, the City Commission shall convene in executive session to deliberate the offer of a financial or other incentive to a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations. (Economic Development Director).

## **VII. Adjournment.**


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

### **NOTICE**

This City of Kingsville and 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](mailto: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:

November 26, 2025, at 11:30 A.M. and remained so posted continuously for at least three business days proceeding the scheduled time of said meeting.

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

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

By: \_\_\_\_\_  
City Secretary's Office  
City of Kingsville, Texas

# **AGENDA ITEM #7**

**City of Kingsville  
Engineering Dept.**

TO: Mayor and City Commissioners

CC: Charlie Sosa, City Manager

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

DATE: November 20, 2025

SUBJECT: Consider Awarding Bid No. 26-02 for the General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Contract No. 22-085-009-D237 Project 12 – (BU 77, 14<sup>th</sup> Street Near Pueblo Tires) Storm Water Improvements

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**Purpose:**

This item is for approval to award another GLO CDBG-MIT Hurricane Harvey State Mitigation Competition Round 1 grant. Project 12 – BU 77, 14<sup>th</sup> Street Near Pueblo Tires- Storm Water Improvements is a critical component of the city's flood management infrastructure upgrades. This project consists of the installation of 12 additional storm water inlets (some at new locations) with items associated with the installation (service connections, curb and gutter repairs, pavement repairs, traffic control, etc.) and related appurtenances to improve stormwater drainage and reduce future flood risks. The project will be completed within 120 consecutive calendar days after giving the Notice to Proceed.

**Summary:**

This project was advertised in the local newspaper on August 7<sup>th</sup> and August 14<sup>th</sup> and on the city's website. Sealed bids for Bid No. 26-02 (Project 12) were received prior to the deadline of November 4, 2025, at 2:00pm and read out loud, from four bidders:

1. Grace Paving Inc., Corpus Christi, TX 78418
1. White Star Services LLC, Corpus Christi, TX 78415
2. D&M Underground Corp., Corpus Christi, TX 78418
1. RS Parker Construction LLC, Corpus Christi, TX 78408

The total bids range from \$103,922.50 to \$178,166.75. After review, staff recommends awarding the project to the lowest bidder, R.S. Parker Construction, LLC, for the total base bid amount of \$103,922.50. Also, the bid is 39.8% below the engineer's estimate which is considered reasonable.

**Background:**



**City of Kingsville  
Engineering Dept.**

The General Land Office (GLO) awarded \$36,311,929.00 to the City of Kingsville for citywide drainage improvements on May 21, 2021. Texas Land Commissioner George P. Bush announced over \$46 million in flood mitigation projects to improve drainage infrastructure in Kleberg County and the City of Kingsville. These projects will benefit thousands of residents in low-to-moderate income (LMI) areas that have experienced repeated storm damage, including during Hurricane Harvey in 2017.

The City of Kingsville amended its Drainage Master Plan in 2020 to include five additional sites, covering all areas of the city. External funding is necessary to complete these improvements, which will bolster community resilience by reducing flood-related economic losses, protecting public infrastructure, and preserving emergency response capabilities.

**Financial Impact:**

Project 12 will be funded by the General Land Office Hurricane Harvey Mitigation Grant (Fund 122) in the amount of \$103,922.50.

**Recommendation:**

Staff recommends awarding CDBG-MIT GLO Contract No. 22-085-009-D237 – Project 12 (BU 77, 14th Street Near Pueblo Tires)- Storm Water Improvements to R.S. Parker Construction LLC., for the total base bid amount of \$103,922.50 contingent of a final GLO approval of a TxDOT right of way permit pending.

**Attachments:**

- Bid Recommendation/Award Letter for Project 12
- Bid Tabulation for Project 12



November 13, 2025

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

Re: CDBG-MIT GLO Contract No. 22-085-009-D237 Project 12, (City of Kingsville Bid No. 26-02) – ICE award recommendation

Dear Mr. Cardenas,

This memorandum is in reference to ICE's recommendation for award of the above-mentioned project which consists of the installation of 12 curb inlet throat extensions, from intersection of E. King Ave. and S. 14<sup>th</sup> St. to the intersection of E. Caesar Ave. and S. 14<sup>th</sup> St., with items associated with the installation (service connections, curb and gutter repairs, sidewalk repairs, traffic control, etc.).

The following is a Bid Summary for the above referenced project. Four (4) general contractors submitted bids to the City of Kingsville on 11/04/2025. Their information is attached herewith. The bidders' list with their total bid is given below:

### City of Kingsville – GLO D237 Project 12

Rank	Company	Submitted Base Bid	Corrected Base Bid	Correct Total
1	R.S. Parker Construction, LLC	\$103,922.50		\$103,922.50
2	White Star Services, LLC	\$105,786.25		\$105,786.25
3	D&M Underground Corp.	\$167,605.00		\$167,605.00
4	Grace Paving & Construction, Inc.	\$178,166.25	\$178,166.75	\$178,166.75

R.S. Parker Construction, LLC submitted the lowest total bid of **\$103,922.50**. On 11/04/2025, R.S. Parker Construction, LLC was notified of the low bid pending GLO and City of Kingsville approval. A notice to proceed will be delivered upon commencement of the preconstruction meeting.



The engineer's estimate is \$172,754.00 The bid is 39.8% below the engineer's estimate which is considered reasonable. Furthermore, no clerical errors were found in R.S. Parker Construction, LLC's packet.

Therefore, it is ICE's recommendation R.S. Parker Construction, LLC be awarded this bid. It is the city's discretion to waive any informality or to reject any or all bids.

If you have any questions or need additional information, please contact me at (956) 329-5404 or [julio@icengineers.net](mailto:julio@icengineers.net)

Sincerely,

A handwritten signature in black ink that reads 'Julio A. Macias' followed by a horizontal line and the letters 'P.E.'.

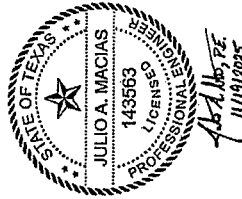
Julio A. Macias, P.E.  
Project Engineer

City of Kingsville GLO SW Project.12 (GLO Contract No. 22-085-009-D237) Bid Tabulation  
 Bid Opening Date and Location: November 4, 2025 - City Hall  
 400 W. King Ave., Kingsville, TX 78363

BASE BID:																		
ITEM	DESCRIPTION	QTY	UNIT	R.S. Parker Construction LLC			White Star Services, LLC			Grace Paving & Construction, Inc.			Engineer's Calculation (GP & Const.)			Engineer's Calculation (D&M Corp.)		
				UNIT COST	AMOUNT		UNIT COST	AMOUNT		UNIT COST	AMOUNT		UNIT COST	AMOUNT		UNIT COST	AMOUNT	
A1	MOBILIZATION/BONDS/INSURANCE	1	LS	\$25,000.00	\$25,000.00		\$10,000.00	\$10,000.00		\$11,475.00	\$11,475.00		\$11,475.00			\$10,000.00	\$10,000.00	
A2	TRAFFIC CONTROL	1	LS	\$19,375.00	\$19,375.00		\$6,900.00	\$6,900.00		\$40,282.65	\$40,282.65		\$40,282.65			\$5,000.00	\$5,000.00	
A3	SWPP (EROSION CONTROL LOG)	208	LF	\$31.25	\$6,500.00		\$15.00	\$3,120.00		\$17.85	\$3,712.50		\$3,712.80			\$10.00	\$2,080.00	
A4	REMOVE EXISTING CURB & GUTTER	135	LF	\$27.50	\$3,712.50		\$14.75	\$1,991.25		\$33.10	\$4,468.50		\$4,468.50			\$55.00	\$7,425.00	
A5	REMOVE EXISTING SIDEWALK	58	SY	\$27.50	\$1,595.00		\$15.00	\$870.00		\$94.64	\$5,489.10		\$5,489.12			\$30.00	\$1,740.00	
A6	REPAIR CURB & GUTTER	80	LF	\$50.00	\$4,000.00		\$39.75	\$3,180.00		\$172.13	\$13,770.00		\$13,770.40			\$255.00	\$20,400.00	
A7	REPAIR SIDEWALK CONCRETE	58	SY	\$30.00	\$1,740.00		\$112.50	\$6,525.00		\$298.16	\$17,293.50		\$17,293.28			\$120.00	\$6,960.00	
A8	CURB INLET THROAT EXTENSION	12	EA	\$3,500.00	\$42,000.00		\$6,100.00	\$73,200.00		\$6,806.25	\$81,675.00		\$81,675.00			\$9,500.00	\$114,000.00	
Total Base Bid				\$103,922.50			\$105,786.25			\$178,166.25			\$178,166.75			\$167,605.00		

RECOMMENDED AWARD OPTIONS BY RANK				
		1	2	3
OPTION	DESCRIPTION			
1	BASE BID	R.S. Parker Construction LLC \$103,922.50	White Star Services, LLC \$105,786.25	Grace Paving & Construction, Inc. \$178,166.75
				D&M Underground Corp. \$167,605.00

Denotes error in bid packet



**RESOLUTION #2026-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONSTRUCTION CONTRACT WITH R.S. PARKER CONSTRUCTION, LLC FOR THE GLO CDBG-MIT CONTRACT 22-085-009-D237 PROJECT 12: BU77/14<sup>th</sup> STREET (NEAR PUEBLO TIRES) STORM WATER IMPROVEMENTS PROJECT; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville (City) intends to make some storm water improvements through a General Land Office (GLO) Community Development Block Grant (CDBG) -Mitigation (MIT) program via Contract No. 22-085-009-D237 for Project 12: BU77/14<sup>th</sup> Street (near Pueblo Tires) Storm Water Improvements and went out for bids via BID #26-02 which was advertised in the newspaper on August 14 & 21, 2025 and on the City's website;

**WHEREAS**, the four bids were received by the deadline of November 4, 2025 that were responsive to BID #26-02; and, after reviewing the bid submittals staff and the outside engineer (ICE) recommended the bid be awarded to the low bidder, which was R.S. Parker Construction, LLC from Corpus Christi, Texas (vendor);

**WHEREAS**, the City awarded BID#26-02 to Vendor at a Commission meeting on December 8, 2025 for a total amount of \$103,922.50 and a contract time of 120 calendar days;

**WHEREAS**, the contract could not be executed previously because it was pending approval from the Texas Department of Transportation;

**WHEREAS**, the successful low bidder was then contacted to see if their bid was still going to be honored and they agreed that they would honor the bid;

**WHEREAS**, the City and Vendor worked to prepare a construction contract for GLO CDBG-MIT Contract No. 22-085-009-D237 for Project 12: BU77/14<sup>th</sup> Street (near Pueblo Tires) Storm Water Improvements for \$103,922.50 and a contract time of 120 calendar days;

**WHEREAS**, staff is recommending the City Commission approve the construction contract with Vendor as presented for a total amount of \$103,922.50 and a contract time of 120 calendar days;

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

I.

**THAT** the City Commission approves and the City Manager is authorized and directed as an act of the City of Kingsville, Texas to execute the Construction Contract between the City of Kingsville, Texas and R.S. Parker Construction, LLC for General Land Office (GLO) Community Development Block Grant (CDBG) -Mitigation (MIT) program via Contract No. 22-085-009-D237 for Project 12: BU77/14<sup>th</sup> Street (near Pueblo Tires) Storm Water Improvements Project 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  
\_\_\_\_\_ 23rd day of February \_\_\_\_\_, 2026.

\_\_\_\_\_  
Sam R. Fugate, Mayor

**ATTEST:**

\_\_\_\_\_  
Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Courtney Alvarez, City Attorney

# **CONSTRUCTION CONTRACT**

**THIS AGREEMENT** made this the 23rd day of February, 2026, by and between R.S. Parker Construction, LLC (a corporation organized and existing under the laws of the State of Texas) hereinafter called the "*Contractor*", and City of Kingsville hereinafter called the "*City*".

**WITNESSETH**, that the Contractor and the City for the considerations stated herein mutually agree as follows:

**ARTICLE 1. Statement of Work.** The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the Project; namely, GLO SW PROJECT 12 (BU77/ 14TH ST.) STORM WATER IMPROVEMENTS (CDBG-MIT GLO CONTRACT NO. 22-085-009-D237 for the Community Development Block Grant – Mitigation (CDBG-DR) project, all in strict accordance with the contract documents including all addenda thereto, numbered \_\_\_\_\_, dated \_\_\_\_\_ and \_\_\_\_\_, all as prepared by International Consulting Engineers (ICE) acting and in these contract documents preparation, referred to as the "*Engineer*".

**ARTICLE 2. The Contract Price.** The City will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the *unit prices* stipulated in the Bid for the several respective items of work completed subject to additions and deductions as provided in the total bid amount of \$103,922.50 hereof.

**ARTICLE 3. The Contract.** The executed contract documents shall consist of the following components:

- |                              |  |
|------------------------------|--|
| a. This Agreement (pgs. 1-3) | f. General Conditions, Part I                                |
| b. Addenda                   | g. Special Conditions  |
| c. Invitation for Bids       | h. Technical Specifications                                  |
| d. Instructions to Bidders   | i. Drawings ( <i>as listed in the Schedule of Drawings</i> ) |
| e. Signed Copy of Bid        | j. [Add any applicable documents]                            |

**ARTICLE 4. Performance.** Work, in accordance with the Contract dated \_\_\_\_\_, \_\_\_\_\_, shall commence on or before \_\_\_\_\_, \_\_\_\_\_, and Contractor shall complete the WORK within 120 consecutive calendar days thereafter. The date of completion of all WORK is therefore \_\_\_\_\_, \_\_\_\_\_.

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in triplicate original copies on the day and year first above written.

R.S. Parker Construction, LLC  
(The Contractor)

By \_\_\_\_\_ (signature)  
\_\_\_\_\_ (print)  
Title \_\_\_\_\_

City of Kingsville, TX  
(City)

By \_\_\_\_\_ (signature)  
Charlie Sosa (print)  
Title City Manager

#### **Corporate Certifications**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Contractor herein; that \_\_\_\_\_ who signed this Agreement on behalf of the Contractor, was then \_\_\_\_\_ of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate  
Seal

\_\_\_\_\_  
(Corporate Secretary)

# **AGENDA ITEM #9**

**City of Kingsville  
Police Department**

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TO: Mayor and City Commissioners

CC: Charlie Sosa City Manager

FROM: John Blair, Chief of Police

DATE: February 10, 2026

SUBJECT: Kingsville Police Department Request for Permit Fee Waiver

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**Summary**

The Kingsville Police Department is in the process of installing a series of security cameras and license plate readers throughout the city as part of its public safety initiative.

To support this safety goal, several of the proposed installation locations are on City property. The Department respectfully requests consideration for a waiver of any associated permit fees for this public safety project.

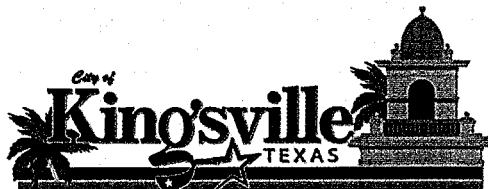
The locations on City property are listed below for your consideration:

- 7<sup>th</sup> and Kleberg NW Corner
- 7<sup>th</sup> and Kleberg SW Corner
- 6<sup>th</sup> and Huisache SE Corner
- E King Ave and US-77 Bus SB
- E Corral Ave and N Hwy 77 WB

Thank you for your consideration.

John Blair

Chief of Police



# **AGENDA ITEM #10**

**City of Kingsville  
Police Department**

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TO: Mayor and City Commissioners

CC: Charlie Sosa, Interim City Manager

FROM: John Blair, Chief of Police

DATE: February 10, 2026

SUBJECT: Operation Stonegarden, OPSG 2026 Grant #3194311

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**Summary:**

The Police Department seeks approval from the Commission through resolution to reapply for another year of OPSG. The operational period will begin 03/01/2026 and ending 02/28/2027.

**Background:**

Kleberg County and identified Friendly Forces will participate in Operation Stonegarden (OPSG) for Funding Year 2026. The participating agencies will utilize OPSG funding to enhance enforcement efforts along ingress/egress routes leading from the U.S./Mexico border and into the interior of the United States. OPSG funding will be used for the essential capability enhancement of participating agencies to coordinate operations with the U.S. Border Patrol to support border security efforts within the Rio Grande Valley Border Patrol Sector.

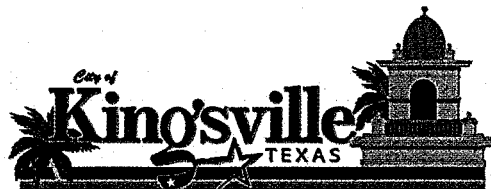
**Financial Impact:**

The grant for "Operation Stonegarden" is a reimbursement grant and not require a cash match. We have been approved \$124,205.00 to cover the overtime, fuel costs, and equipment for the grant.

- Funding Categories
  - Personnel - \$114,205.00
  - Supplies and Direct Operating Expense (Vehicle Operations) - \$10,000.00

**Recommendation:**

We are respectfully requesting the City Commissions approval to apply for another year of Stonegarden.



**RESOLUTION NO. 2026-\_\_\_\_\_**

**A RESOLUTION APPLYING FOR AND ACCEPTING FUNDS FOR OPERATION STONEGARDEN GRANT #3194311 WITH THE HOMELAND SECURITY GRANTS DIVISION OF THE GOVERNOR'S OFFICE FOR BORDER SECURITY TO INTERDICT CRIMINAL ACTIVITY WITH NO ANTICIPATED CASH MATCH; AUTHORIZING THE KINGSVILLE CHIEF OF POLICE TO ACT ON THE CITY'S BEHALF WITH SUCH PROGRAM; NAMING FINANCIAL OFFICER; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the City of Kingsville has previously been allowed to apply for reimbursement of overtime for personnel, equipment (portable radios), supplies & direct operating expenses (vehicles), and other allowed costs associated with this project (including but not limited to things like overtime, fringe benefits, vehicles, fuel costs, and management & administrative costs) that will assist with the deterrence of illegal activity in our area;

**WHEREAS**, the City Commission of the City of Kingsville finds that it is in the best interest of the citizens of Kingsville, that the Kingsville Police Department participate in an application to and accept funds from the Office of the Governor's Homeland Security Grant Division for Operation Stonegarden for grant monies for reimbursement for personnel costs, equipment, supplies & direct operating expenses, fuel and maintenance and other allowable grant expenses for law enforcement purposes for Grant Period Funding Year 2026-27 OPSG, whose performance period is 3/01/26-2/28/27; and

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

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

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

**WHEREAS**, the City Commission of the City of Kingsville designates the Kingsville Finance Director as the grantee's financial officer. The financial officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency; and

**WHEREAS**, the City Kingsville Police Department was recently notified that its total grant allotment is \$124,205.00 in funds to cover personnel costs, fuel, maintenance, supplies & direct operating expenses, and equipment (which includes but may not be not limited to things like overtime, fringe benefits, vehicles, fuel costs, and management & administrative costs) through Operation Stonegarden, which is a reimbursement type grant that does not require any cash match.

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

I.

**THAT** the City Commission of the City of Kingsville accepts the Operation Stonegarden grant funds for Grant Period FY26-27 and participation in the Operation Stonegarden Grant Program for reimbursement or personnel costs, fuel, maintenance, supplies & direct operating expenses, and equipment (which includes but may not be not limited to things like overtime, fringe benefits, vehicles, fuel costs, and management & administrative costs) for law enforcement purposes to the Office of the Governor and designates the Kingsville Chief of Police or his designee as the grantee's authorized official; and designates the Kingsville Finance Director as the grantee's financial officer.

II.

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

**PASSED AND APPROVED** by a majority vote of the City Commission the 23rd day of February, 2026.

---

Sam R. Fugate, Mayor

**ATTEST:**

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Mary Valenzuela, City Secretary

**APPROVED AS TO FORM**

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Courtney Alvarez, City Attorney

# **AGENDA ITEM #11**

**City of Kingsville  
Police Department**

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TO: Mayor and City Commissioners

CC: Charlie Sosa City Manager

FROM: John Blair, Chief of Police

DATE: February 10, 2026

SUBJECT: Procurement and Delivery of KPD Unit 2982

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**Summary**

The Kingsville Police Department, utilizing Operation Lone Star funds, has procured and taken possession of a 2024 Ford F-150 pickup truck. This vehicle was purchased under Operation Lone Star Grant #4385703 via a purchasing cooperative. The City of Kingsville Purchase Order is #252359 through TIPS USA Contract 240901. The vendor for this purchase was Silsbee Fleet.

Attached for review are the Purchase Order and Product Pricing Summary.

**Financial Impact**

The total cost of this fully outfitted Police Responder Unit is \$92,519.58. The entire cost was funded through Operation Lone Star Grant #4385703.

**Recommendation**

Authorize the purchase of the outfitted pickup truck for the Police Department via the TIPS USA purchasing cooperative for \$92,519.58 using Operation Lone Star Grant funds.





## PRODUCT PRICING SUMMARY

**TIPS USA 240901 TRANSPORTATION VEHICLES**  
**VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656**

End User: CITY OF KINGSVILLE

Prepared by: MICHAEL WILEY

Contact: KYLE BENSON

Phone: 254-541-9061

Email: \_\_\_\_\_

Email: mwiley.silsbeefleet@gmail.com

Product Description: FORD F-150 POLICE RESPONDER

Date: August 7, 2025

A. Bid Item: 57

A. Base Price: \$ **52,105.00**

### B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
W1P	2025 CREW CAB 4X4 W/5.5FT BED	\$ -	67P	REMOTE FOBS (4)	\$ 350.00
	POWER WINDOWS AND LOCKS	INCL	18B	BLACK STEPS	\$ 255.00
	A/C; AM/FM W/SYNC	INCL	62B	FLEET KEYED ALIKE 1284X	\$ 50.00
	CLOTH FRONT BUCKETS; VINYL REAR	INCL			
	REAR VIEW CAMERA; CRUISE CONTROL	INCL			
	3.5L EXOBOOST V6	INCL			
	10-SPD AUTOMATIC	INCL			
	RECEIVER HITCH	INCL			
	STEEL WHEELS	INCL			

Total of B. Published Options: \$ **655.00**

Published Option Discount (5%) \$ **(32.75)**

### C. Unpublished Options

Description	Bid Price	Options	Bid Price
BLACK	COLOR	MY25 W1P ADJUSTMENT STOCK	\$ (2,000.00)
SROCK UNITS ON ORDER TO THIS SPEC	DELIVERY		
ARRIVING SOON TO DEALERSHIP		GULF COAST FLEET AND TRUCK	\$ 41,206.33
		EQUIPMENT QUOTE 1053	

Total of C. Unpublished Options: \$ **39,206.33**

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment:

\$ -

G. Additional Delivery Charge: 293 miles

\$ **586.00**

H. Subtotal:

\$ **92,519.58**

I. Quantity Ordered 1 x H =

\$ **92,519.58**

J. Trade in:

\$ -

K. Total Purchase Price

\$ **92,519.58**

# **AGENDA ITEM #12**

**City of Kingsville**  
**Public Works Department**

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TO: Mayor and City Commissioners

CC: Charles Sosa, City Manager

FROM: William Donnell, Public Works Director

DATE: February 12, 2026

SUBJECT: Emergency Sewer Line Repair on 14<sup>th</sup> Street

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**Summary:**

This item updates the City Commission on the emergency repair to an eight-inch failed sewer main located on 14<sup>th</sup> Street between Yoakum and Henrietta for the Wastewater Collections Division.

**Background:**

The City of Kingsville currently has a contractor working on a main sewer line rehab project within the 14<sup>th</sup> Street R.O.W. During this process on February 4<sup>th</sup>, it was found that an 8" lateral at the manhole had collapsed and created a hole in the center of the street by the manhole. TxDOT was notified and a meeting was held on site. It was determined the most appropriate repair was to replace the section of sewer main by means of trenchless pipe bursting to avoid digging up the street and disrupting traffic flow. Due to the safety hazard on the main thoroughfare, we requested contractor quotes and awarded the work to Southern Trenchless Solutions via Buyboard purchasing cooperative proposal. They completed the sewer repair on February 11<sup>th</sup> and eliminated the traffic hazard.

**Financial Impact:**

This will reduce the Utility Fund Budget Amendment Reserve line account 051-5-7001-86000 balance by \$66,705.00 and increase the Wastewater Collections Utility Plant account 051-5-7003-54300 by \$66,705.00.

**Recommendation:**

Authorize the emergency repairs to the sewer main on 14<sup>th</sup> Street via the BuyBoard purchasing cooperative for \$66,705.00.



<b>Client:</b>	<b>City of Kingsville</b>	<b>Quote Date:</b>	<b>2/3/2026</b>
<b>Project Name:</b>	<b>EMERGENCY: 14th Street, between Yoakum and E. Kleberg</b>		
<b>Buyboard Proposal Code No:</b>	<b>Q#26-045-345</b>		

[illegible]

				\$	66,705.00
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**Contact Name:**

**Charlie Cardenas**

**Email:** [ccardenas@cityofkingsville.com](mailto:ccardenas@cityofkingsville.com)

**Title:**

## Director of Engineering

**Phone #:**

**(361) 595-8007**

# **AGENDA ITEM #13**

**City of Kingsville  
Fire Department**

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TO: Mayor and City Commissioners

CC: Charlie Sosa, City Manager

FROM: Juan J. Adame, Fire Chief

DATE: February 06, 2025

SUBJECT: Authorization to Apply for Harris XL200P Portable Radios via Border Zone Fire Department (BZFD) Grant#5837801 & Budget Amendment for Same

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**Summary:**

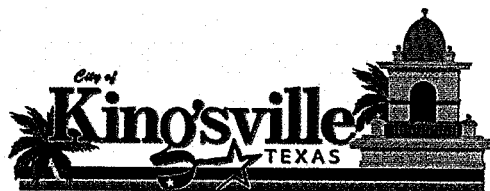
The Kingsville Fire Department can apply for the FY 2027 BZFD Grant Program to request new portable radios.

**Background:**

The Kingsville Fire Department (KFD) is involved in the mitigation of multiple hazards that require radios for clear and concise communication for operational effectiveness. Having reliable radio communication is essential for maintaining accountability, issuing emergency alerts, and coordinating operations in hazardous environments. The Kingsville Fire Department's current portable radios are growing outdated and will eventually be obsolete. BZFD funding will be used for the sole purpose of purchasing modern portable radios that will be used for the enhancement of life saving efforts in conjunction with mutual aid partners and participating agencies within the Rio Grande Valley Border Patrol Sector. Modern portable radios provide clearer audio, improved signal penetration in structures, enhanced durability, and longer battery life. Upgrading to newer radios represents a long-term investment in the safety of personnel and the quality of emergency services provided to the community. This equipment will improve on-scene command and control, reduce communication delays, and allow personnel to operate more efficiently during structure fires, medical emergencies, hazardous materials incidents, and large-scale events. This application will request \$188,000.00 for the equipment and shipping fees.

**Financial Impact:**

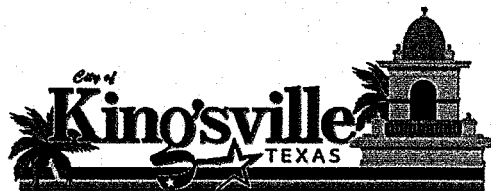
The grant for "Border Zone Fire Department" is a reimbursement type but does not require any cash match. We are requesting \$188,000.00 in equipment and associated shipping fees.



## City of Kingsville Fire Department

### **Recommendation:**

We would request a resolution approving the submission of application and acceptance of this grant via the Office of the Governor eGrants portal by the grantee's authorized official as designated by the City Manager, Chief J. J. Adame. We also request a budget amendment to the current FY 2025-2026 for use of the funds as soon as they are available.



**RESOLUTION # 2026-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING APPLICATION TO, ADMINISTRATION OF, AND ACCEPTANCE OF OFFICE OF THE GOVERNOR, FY2027 BORDER ZONE FIRE DEPARTMENTS GRANT PROGRAM, GRANT #5837801 REQUESTING FUNDING FOR NEW PORTABLE RADIOS FOR THE FIRE DEPARTMENT WITH NO ANTICIPATED CASH MATCH; AUTHORIZING THE FIRE CHIEF TO ACT ON THE CITY'S BEHALF WITH SUCH PROGRAM.**

**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 to the FY2027 Border Zone Fire Departments Grant Program Grant #5837801 for new portable radios (estimated to cost approximately \$188,000.00); and

**WHEREAS**, the City's Fire Department has need for new portable radios for fire personnel to replace outdated portable radios for a total grant request of \$188,000.00; and

**WHEREAS**, the City agrees to provide the applicable matching funds for the said project, if any, as required by the Office of the Governor for the Grant Program grant application, though none is expected at this time; and

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

**WHEREAS**, the City of Kingsville and the Kingsville Fire Department are aware of and will comply with the grant requirements; and

**WHEREAS**, the City Commission of the City of Kingsville designates the Fire Chief as the grantee's authorized official, who has the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

I.

**THAT** the City Commission authorizes the Fire Chief to submit a grant application to the FY2027 Border Zone Fire Departments Grant Program Grant #5837801 for new portable radios (estimated to cost approximately \$188,000.00) on behalf of the City of Kingsville Fire Department, with no anticipated cash match from the City if the item is awarded.

II.

**THAT** the Fire Chief is hereby authorized and directed to act on the City's behalf in all matters pertaining to the FY2027 Border Zone Fire Departments Grant Program Grant #5837801, including any certifications, amendments or representations stipulated therein and that the Fire Chief will administer the program and execute and submit all certifications, reports, or contracts necessary for the administration and expenditure of such program.

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 23<sup>rd</sup> day of February, 2026.

\_\_\_\_\_  
Sam R. Fugate, Mayor

**ATTEST:**

\_\_\_\_\_  
Mary Valenzuela, City Secretary

**APPROVED AS TO FORM**

\_\_\_\_\_  
Courtney Alvarez, City Attorney

# **AGENDA ITEM #14**

# CITY OF KINGSVILLE

## FIRE DEPARTMENT

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TO: Mayor and City Commissioners

CC: Charlie Sosa, City Manager

FROM: Juan J. Adame, Fire Chief

DATE: February 12, 2026

SUBJECT: Purchase of an Emergency Vehicle for the Fire Department

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### **Summary:**

This item authorizes the purchase of an emergency vehicle for the Fire Department, from Lake Country Chevrolet, through Tipps USA Purchasing Cooperative Contract No. 240901 for the City of Kingsville Fire Department.

### **Background:**

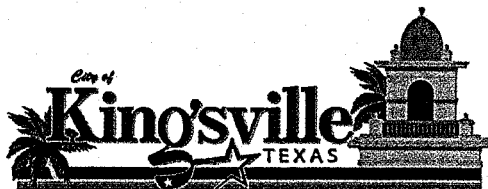
The new emergency vehicle will replace a used 2011 Tahoe that has high mileage and frequently having repair issues

### **Financial Impact:**

Funds are available through Fire Department Vehicle fund 097-5-2200-71100, in the amount of \$72,277.50

### **Recommendation:**

It is recommended the City approve the purchase of an emergency vehicle for the Fire Department, through Tipps USA Purchasing Cooperative Contract No. 240901 TIPPS USA is a member of the Purchasing Cooperative which meets Local government code 271 Subchapter F allows for the use of a cooperative purchasing program, specifically 271.102 (c), states, "A local government that purchases good and service under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of goods and service." Therefore, competitive bidding statutes have been met.



## TIPS VENDOR AGREEMENT

### TIPS RFP 240901 Transportation Vehicles

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

## SILSBEE FORD INC

(ENTER ENTITY NAME)

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS ("TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.
2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.
3. **Definitions.**
  - a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.
  - b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.
4. **Entire Agreement.** This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.
5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

of  
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# TIPS SOLICITATION DOCUMENT



THE INTERLOCAL PURCHASING SYSTEM ("TIPS")

A department of TIPS Lead Agency:



TEXAS REGION 8 EDUCATION SERVICE CENTER ("Region 8 ESC")

## TIPS RFP 240901 Transportation Vehicles

### I. NOTICE TO PROPOSERS.

#### **Contact Information:**

TIPS/Region 8 ESC  
4845 US Hwy. 271 North  
Pittsburg, Texas 75686  
Toll Free: (866) 839-8477  
Email: [bids@tips-usa.com](mailto:bids@tips-usa.com)  
Website: [www.tips-usa.com](http://www.tips-usa.com)

#### **TIPS Solicitation:**

TIPS RFP 240901 Transportation Vehicles

This solicitation document is a Request for Proposal as permitted in Texas Education Code § 44.031. Regardless of potential informal or erroneous references to other solicitation terms such as: "solicitation", "bid", "request for competitive sealed proposal", "RCSP", etc., this solicitation is the method of procurement identified at this location.

#### **Proposal Deadline:**

All proposals shall be received electronically, or otherwise sealed, by: October 18, 2024, AT 3:00 P.M. LOCAL TIME

#### **Access to Solicitation Documents:**

Solicitation documents are located online at <http://tips.ionwave.net>. If you encounter a problem while accessing the solicitation, please contact TIPS at the contact information provided for assistance.

#### **Piggybacking Notice:**

This IDIQ Solicitation is intended for the use of public entities and qualifying non-profit entities who join TIPS, now and in the future, ("TIPS Members") to piggyback upon and utilize as their own solicitation for legal procurement purposes. TIPS Contracts are established through free, full and open competition as described by the laws of TIPS jurisdiction and are available for piggy-back by other government entities anywhere in the United States, subject to each entities' jurisdictional law and regulation. For the purpose of enhanced accessibility, potential cost savings, increased flexibility and choice, and order to ensure adequate coverage of requirements for Region 8 Education Service Center and TIPS Members, multiple awards are anticipated.

# Supplier Participation

## 240901

### Transportation Vehicles

Issue Date: 9/5/2024

Response Deadline: 10/18/2024 03:00 PM (CT)

#### Contact Information

Address: Region 8 Education Service Center  
4845 US Highway 271 North  
Pittsburg, TX 75686  
Phone: +1 (866) 839-8477  
Email: bids@tips-usa.com

#### Participation Summary

Supplier	Email Status	Response Status
11 Series Energy, Inc.		Viewed
1A Smart Start, LLC		No Response
1st Ayd Corp (First Aid Corp)		No Response
3GSTORE.COM (MDG Computer Services, Inc.)		No Response
3T Business Group LLC		No Response
716 Transport LLC (716 Transport LLC)		No Response
A Z Bus Sales INC		Viewed
A&A AUTO PARTS STORES INC. (Keystone Automotive Operations)		No Response
A-1 Priority Truck Repair		No Response
A6 Scientific Corp.		No Response
Abanty Systems LLC	Fail	No Response
Abanty Systems LLC (ENVIRONMENTAL MULTISERVICE CONTRACTING SOLUTIONS LLC)		No Response
ABC Auto Parts LTD		No Response
ABC&D Bus Sales Of Oklahoma	Fail	No Response



**PRODUCT PRICING SUMMARY**  
**TIPS USA 240901 TRANSPORTATION VEHICLES**  
**VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951**

End User: CITY OF KINGSVILLE

Prepared by: MICHAEL WILEY

Contact: JAMES CREEK

Phone: 254-541-9061

Email: \_\_\_\_\_

Email: mwiley.silsbeefleet@gmail.com

Product Description: CHEVY SILVERADO 1500

Date: October 30, 2025

A. Bid Item: 27

A. Base Price: \$ 41,500.00

**B. Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
		\$ -	5H1	2 EXTRA KEYS	\$ 45.00
CK10743	2026 CREW CAB 4WD W/6.5FT BED	\$ 1,800.00	A2X	POWER DRIVER SEAT	\$ 290.00
	POWER WINDOWS AND LOCKS	INCL	G880	LOCKING REAR DIFFERENTIAL	\$ 395.00
	A/C; AM/FM STERIO W/BLUETOOTH	INCL	JL1	TRAILER BRAKE CONTROLLER	\$ 275.00
	RUBBER FLOOR	INCL	K14	120 POWER OUTLET	\$ 225.00
	CLOTH 50/20/40 SEAT	INCL			
L84	5.3L V8; 10-SPD AUTOMATIC	\$ 1,595.00			
Z82	TRAILER TOW PACKAGE	\$ 425.00			

Total of B. Published Options: \$ 5,050.00

Published Option Discount (5%) \$ (252.50)

**C. Unpublished Options**

Description	Bid Price	Options	Bid Price
RACE RED	COLOR	GULF COAST FLEET EQUIPMENT PKG Q# 2143	\$ 24,894.00
90-120 DAYS ESTIMATED	DELIVERY	SEE ATTACHED SPEC SHEET	

Total of C. Unpublished Options: \$ 24,894.00

D. Floor Plan Interest (for in-stock and/or equipped vehicles):	\$ <u>500.00</u>
E. Lot Insurance (for in-stock and/or equipped vehicles):	\$ <u>-</u>
F. Contract Price Adjustment:	\$ <u>-</u>
G. Additional Delivery Charge: <u>293</u> miles	\$ <u>586.00</u>
H. Subtotal:	\$ <u>72,277.50</u>
I. Quantity Ordered <u>1</u> x H =	\$ <u>72,277.50</u>
J. Trade in:	\$ <u>-</u>

## ESTIMATE

Gulf Coast Fleet and Truck  
Equipment  
502 S Navigation Blvd  
Corpus Christi, TX 78405-0815

Clifford@GC-Fleet.com  
+1 (361) 666-5642  
GC-Fleet.com



### SILSBEE FORD, INC.:TIPS

Bill to  
TIPS  
1211 US-96 S  
Silsbee, TX 77656  
United States

Ship to  
TIPS  
1211 US-96 S  
Silsbee, TX 77656  
United States

### Estimate details

Estimate no.: 2143  
Estimate date: 10/22/2025

#	Product or service	SKU	Description	Qty	Rate	Amount
1.	Description	Description	CITY OF KINGSVILLE FD 2025 CHEV SILVERADO	1	\$0.00	\$0.00
2.	SMCBK0802CHT202500	BK0802CHT20 2500	SETINA PUSH BUMPER WITH 2 LIGHT TOP CHANNEL AND SIDE LIGHTS (MICROPULSE)	1	\$1,300.00	\$1,300.00
3.	FEDSIFMJS-1643739544	SIFMJS- 1643739544	FEDERAL SIGNAL FRONT VISOR CHEV SIL 19+ RED/BLUE/WHITE	1	\$1,200.00	\$1,200.00
4.	FEDCNSMJ8R-P3C	CNSMJ8R- P3C	FEDERAL SIGNAL CN SIGNAL MASTER REAR 8 HEAD TRI COLOR 31.2"	1	\$1,100.00	\$1,100.00
5.	FEDSLB-SIL19ND	SLB-SIL19ND	CN SIGNALMASTER NO DRILL MOUNT FOR 19+ SILVERADO	1	\$71.00	\$71.00
6.	FEDMPS63U-RBW	MPS63U-RBW	FEDSIG MPS6 SERIES PERIMETER LIGHT- RED/BLUE/WHITE	10	\$120.00	\$1,200.00
7.	FEDPF400QS17B	PF400QS17B	FEDERAL SIGNAL PATHFINDER 400W WITH Q TONE AND 17 BUTTON CONTROLLER	1	\$1,800.00	\$1,800.00
8.	FEDES100C	ES100C	FEDSIG ES100C SPEAKER	2	\$180.00	\$360.00
9.	FEESB-U	ESB-U	ES100C U MOUNTING BRKT	2	\$0.00	\$0.00

10. FEDFHL-TAIL	FHL-TAIL	FEDSIG TAIL LIGHT FLASHER MODULE	1	\$101.00	\$101.00
11. FEDEXPMOD24	EXPMOD24	FEDSIG 24 CHANNEL EXPANSION MODULE	3	\$250.00	\$750.00
12. FEDMPSW9-RBW	MPSW9-RBW	TRI-COLOR LEDs, Red/Blue/White	2	\$150.00	\$300.00
13. FEDMPSMW9-SIL19MIR	MPSMW9- SIL19MIR	FEDSIG KIT,BRKT,MPSW9,MIRROR,19SIL	1	\$45.00	\$45.00
14. FEDRBKIT2-COMPACT	RBKIT2- COMPACT	FEDSIG DUAL COMPACT RUMBLE KIT(FOR USE WITH PATHFINDER)	1	\$500.00	\$500.00
15. FEDRBC2-TAH21ND	RBC2- TAH21ND	FEDERAL SIGNAL DUAL COMPACT RUMBLER MOUNTING KIT 21+ TAHOE AND SILVERADO	1	\$71.00	\$71.00
16. FED416309-RBW	416309-RBW	FEDSIG 1' FLUSH MOUNT LED PERIMETER	4	\$110.00	\$440.00
17. FEDOBDCCABLE25-2-DGCAN	OBDCABLE05-FEDSIG CABLE, OBD2 2-DGCAN		1	\$150.00	\$150.00
18. FED416918-RBW	416918-RBW	FED SIG LOW PROFILE PERIMETER LIGHTS; TRI-COLOR, SINGLE-HEAD, CLEAR LENS - RED/BLUE/WHITE - COLOR BLK BEZEL	2	\$90.00	\$180.00
19. WES28-51275	28-51275	WESTIN R5 RUNNING BOARDS- BLACK 19+ GM TRUCK CREWCAB	1	\$557.00	\$557.00
20. GAM7170-1062-02	7170-1062-02	GAMBER JOHNSON 2019+ Chevrolet Silverado Wide Body Console Box with Cup Holder, Tall Rear Armrest and Mongoose® XLE 9" Motion Attachment	1	\$1,700.00	\$1,700.00
21. GAM17040	17040	GAMBER JONHSON MAGNETIC MIC CLIP	1	\$45.00	\$45.00
22. GAM15371	15371	GAMBER JOHNSON Dual USB Power Port	1	\$80.00	\$80.00
23. GAM7160-0063	7160-0063	GAMBER JONHSON 12V CIGARETTE LIGHTER PLUG	2	\$35.00	\$70.00
24. GAM7160-0322	7160-0322	APX RADIO FACEPLATE 1500-8500	1	\$0.00	\$0.00
25. GAM7160-0338	7160-0338	GAMBER JOHNSON PF200S17 FACEPLATE	1	\$36.00	\$36.00
26. BED15-7548-CGB	15-7548-CGB	BEDSLIDE BLK CHEV 1500 6.5	1	\$2,038.00	\$2,038.00
27. DBGS19S-HD-DX-C12	GS19S-HD- DX-C12	DIAMOND BACK BED COVER BLK RUGGED DIAMOND PLATE WITH TIE DOWNS CHEV 1500 6.5	1	\$2,500.00	\$2,500.00

28. TIGT62128B	62128B	2019-2021 GMC 1500 Chevrolet 1500 2020-2021 GMC 2500-3500 Bucket Set - Black Tactical	1	\$350.00	\$350.00
29. TNT-CSUV LARGE	CSUV LARGE	CERAMIC TINT FOR SUV 5%	1	\$400.00	\$400.00
30. TNT-EYEBROW	TNT-EYEBROW	WINDSHEILD EYEBROW	1	\$50.00	\$50.00
31. INS-PD-FB	INS-PD-FB	INSTALL POLICE SIREN AND LIGHTS INSTALL CONSOLE INSTALL STEPS INSTALL BED COVER INSTALL BED SLIDE  PUSH BUMPER WITH LIGHTS 4 LIGHTS ON EACH STEP 2 LIGHTS ON BACK BUMPER 2 LIGHTS IN EACH STEP POCKET ILS FRONT VISORS IN FRONT WINDOW CN SIGNAL MASTER IN BACK GLASS	1	\$4,500.00	\$4,500.00
32. SS-STANDARD SHOP SUPPLIES	SS-STANDARDELECTRICAL SUPPLIES: WIRE, SHOP LOOM, SEALED CONNECTORS, SUPPLIES SWITCH/HARNESS		1	\$500.00	\$500.00
33. FRT-CHARGE	FRT-CHARGE	FREIGHT FROM SETINA, BEDSLIDE, GAMBER JOHNSON, FEDERAL SIGNAL	1	\$850.00	\$850.00
34. GRAPHICS		CUSTOM GRAPHICS RR TINT AND WRAPS	1	\$1,650.00	\$1,650.00
Total					\$24,894.00

Accepted date

Accepted by

# **AGENDA ITEM #15**

**City of Kingsville  
Finance Department**

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TO: Mayor and City Commissioners  
CC: Charlie Sosa, City Manager  
FROM: Charlie Sosa, Purchasing Manager  
DATE: February 10, 2026  
SUBJECT: Purchase of an Ambulance for the Fire Department EMS

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**Summary:**

This item authorizes the purchase of an ambulance from Siddon Martin emergency Group, through HGAC Buy Purchasing Cooperative Contract 10-23(EMS) for the City of Kingsville Fire Department.

**Background:**

New Ambulance will be housed at the new Fire Station No.3. The new ambulance was quoted back in July 17,2024, and potentially available to the city on or around May of 2026.

**Financial Impact:**

Funds are available through Certificates of Obligation Series 2024, in the amount of \$14,355,000.00 and have been available since May 13, 2024. The total amount of the new ambulance will be \$394,050.00 through the HGAC Buy Purchasing Cooperative.

**Recommendation:**

It is recommended the City approve the purchase of an ambulance from Siddon Martin emergency Group, through HGAC Buy Purchasing Cooperative Contract 10-23 (EMS). HGAC Buy is a member of the Purchasing Cooperative which meets Local government code 271 Subchapter F allows for the use of a cooperative purchasing program, specifically 271.102 (c), states, "A local government that purchases good and service under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of goods and service." Therefore, competitive bidding statutes have been met.



# OFFICIAL STATEMENT

Dated May 13, 2024

NEW ISSUE – Book-Entry-Only

## RATING:

S&P: “AA”/ “A+” (Enhanced/Unenhanced)  
(See: “BOND INSURANCE,” “BOND  
INSURANCE RISK FACTORS,” and  
“OTHER INFORMATION-Ratings” herein)

*In the opinion of Bond Counsel (defined below), under existing law, assuming continuing compliance by the City (defined herein) after the date of initial delivery of the Certificates described below (the “Certificates”) with certain covenants contained in the Ordinance (defined below) authorizing the Certificates and subject to the matters set forth under “TAX MATTERS” herein, interest on the Certificates for federal income tax purposes under existing statutes, regulations, published rulings, and court decisions will be excludable from the gross income of the owners thereof pursuant to section 103 of the Internal Revenue Code of 1986, as amended to the date of initial delivery of the Certificates and will not be an item of tax preference for purposes of the federal alternative minimum tax for the owners thereof who are individuals. (See “TAX MATTERS” herein).*

## THE CERTIFICATES WILL NOT BE DESIGNATED AS “QUALIFIED TAX-EXEMPT OBLIGATIONS” FOR FINANCIAL INSTITUTIONS



**\$14,335,000**

**CITY OF KINGSVILLE, TEXAS**

**(A Home Rule Municipal Corporation located in Kleberg County)**

**CERTIFICATES OF OBLIGATION, SERIES 2024**

**Dated Date: May 1, 2024**

**(Interest Accrues from the Delivery Date defined below)**

**Due: August 1, as shown on the next page**

**PAYMENT TERMS** . . . Interest on the \$14,335,000 City of Kingsville, Texas Certificates of Obligation, Series 2024 (the “Certificates”) will accrue from the Delivery Date, and will be payable February 1 and August 1 of each year commencing February 1, 2025 until maturity or prior redemption, and will be calculated on the basis of a 360-day year consisting of twelve 30-day months. The definitive Certificates will be initially registered and delivered only to Cede & Co., the nominee of The Depository Trust Company (“DTC”), pursuant to the Book-Entry-Only System described herein. Beneficial ownership of the Certificates may be acquired in denominations of \$5,000 or integral multiples thereof. **No physical delivery of the Certificates will be made to the owners thereof.** Principal of and interest on the Certificates will be payable by the Paying Agent/Registrar to Cede & Co., which will make distribution of the amounts so paid to the participating members of DTC for subsequent payment to the beneficial owners of the Certificates (see “THE CERTIFICATES - Book-Entry-Only System” herein). The initial Paying Agent/Registrar is U.S. Bank Trust Company, National Association, Houston, Texas (see “THE CERTIFICATES - Paying Agent/Registrar”).

**AUTHORITY FOR ISSUANCE** . . . The Certificates are issued pursuant to the Constitution and general laws of the State of Texas (the “State”), particularly Subchapter C of Chapter 271, Texas Local Government Code, as amended, and the ordinance adopted by the City Commission (the “City Commission”) of the City of Kingsville, Texas (the “City”) on May 13, 2024 (the “Ordinance”) (see “THE CERTIFICATES - Authority for Issuance” herein).

**SECURITY FOR THE CERTIFICATES** . . . The Certificates constitute direct obligations of the City and are payable from a continuing ad valorem tax levied annually on all taxable property within the City, within the limits prescribed by law, and a pledge of \$1,000 of certain surplus revenues of the City’s waterworks and sewer system, all as provided in the Ordinance authorizing the Certificates (see “THE CERTIFICATES - Security and Source of Payment”).

**PURPOSE** . . . Proceeds from the sale of the Certificates shall be used for the purpose of providing for the payment of contractual obligations to be incurred in connection with the design, planning, purchasing, acquisition, construction, equipping, expansion, repair, renovation, and/or rehabilitation of certain City-owned public property, including: (i) a new fire station, (ii) a new ambulance, (iii) equipment for the fire department including fire trucks, and (iv) payment of contractual obligations for professional services in connection therewith (to wit: consulting, engineering, financial advisory, and legal) (see “THE CERTIFICATES-Purpose” herein).



The scheduled payment of principal and interest on the Certificates when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the Certificates by Build America Mutual Assurance Company (“BAM”) (see “BOND INSURANCE,” “BOND INSURANCE RISK FACTORS,” and “OTHER INFORMATION - Ratings” herein).

**CUSIP PREFIX: 496782**

**MATURITY SCHEDULE, INTEREST RATES, INITIAL YIELDS, 9 DIGIT CUSIP, AND OPTIONAL REDEMPTION**

**See Schedule on Page ii**

**DELIVERY** . . . The Certificates are offered for delivery when, as and if issued and received by the initial purchaser named below (the “Underwriters”) and subject to the approving legal opinion of the Attorney General of the State of Texas and the legal opinion of Winstead PC, San Antonio, Texas, Bond Counsel (see Appendix C, “Form of Bond Counsel’s Opinion”). Certain legal matters will be passed upon for the Underwriters by its counsel, Bracewell LLP, San Antonio, Texas, Underwriters’ Counsel. It is expected that the Certificates will be available for delivery through DTC on or about June 12, 2024 (the “Delivery Date”).

**SAMCO CAPITAL**

**FROST BANK**

Siddons Martin Emergency Group, LLC  
 3500 Shelby Lane  
 Denton, TX 76207  
 GDN P115891  
 TXDOT MVD No. A115890



July 17, 2024

Juan "JJ" Adame, Fire Chief  
 KINGSVILLE FIRE DEPARTMENT  
 119 N 10TH ST  
 KINGSVILLE, TX 78363

**Proposal For: 2024 Kingsville Tx Edition EMS Unit**

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to KINGSVILLE FIRE DEPARTMENT. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB KINGSVILLE FIRE DEPARTMENT and training on operation and use of the apparatus.

Description	Amount	
<hr/>		
Qty. 1 - Prelim - Ford F 450 4x2 (Unit Price - \$393,050.00) Delivery within 11-12 months of order date QUOTE # - SMEG-0008033-0		
	Vehicle Price	\$393,050.00
	<b>Prelim - UNIT TOTAL</b>	<b>\$393,050.00</b>
	<hr/>	
	SUB TOTAL	\$393,050.00
	HGAC AM10-23 (EMS)	\$1,000.00
	<b>TOTAL</b>	<b>\$394,050.00</b>

Price guaranteed for 30 days

**Additional:** 'Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

**The quoted price includes a \$12,000 inflation protection adjustment to account for price increases from the chassis manufacturer and/or ambulance builder during the build phase. In the event there is no price increase during the build phase, or the increase less than \$12,000, Siddons-Martin will discount the final price by an amount equal to \$12,000 less the manufacturer/builder price increase amount.**

**Taxes:** Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

**Late Fee:** A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

**Cancellation:** In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

**Acceptance:** In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of Texas. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

**Unit is a stock/demo and is subject to availability at time of order.**

**This proposal does not include Cot or Cot Retention.**

**Please include a Purchase Order, W-9, and Tax Exemption Form with the return of this Signed Proposal.**

Sincerely,

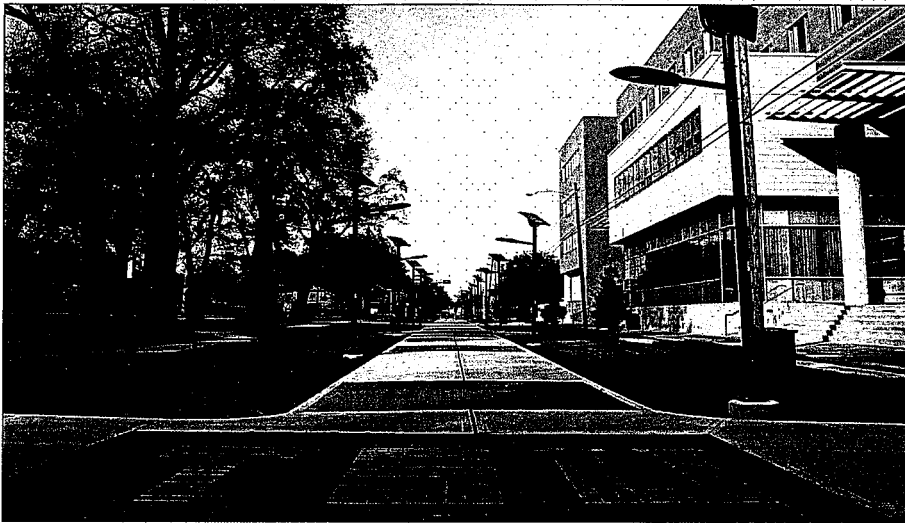
**Ryan Redden**

I, \_\_\_\_\_, the authorized representative of KINGSVILLE FIRE DEPARTMENT, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

\_\_\_\_\_  
Signature & Date



TSU. Continued from Front Page



Millennium Leadership Institute (MLI), the premier professional development program for senior higher education leaders who desire to become university presidents and chancellors. Additionally, she served as assistant to the president for the American Association of State Colleges and Universities (AACSU).

Dr. Sias brings a broad range of administrative proficiencies on a state and national level. She has served as chairperson of two of the big six national organizations in higher education: the Association of Public and Land-grant Universities (APLU) and the American Association of State Colleges and Universities (AACSU). Additional board experiences include service as chairperson of the Southern Intercollegiate Athletic Association (SIAC), the Educational Testing Service Advisory Board for HBCUs and president of both the Texas Council of Girl Scouts and The Dallas Summit. Dr. Sias has also amassed a range of community engagement competencies serving on the board of directors for the Frankfort Chamber of Commerce, the Oaks Bank and Trust Company, The Dallas Foundation, Dallas Zoological Society, The Dallas Museum, Children's Health Services of Texas, Children's Medical Foundation and Leadership Women.

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Corrie Williams, President of Texas Southern University National Alumni Association, addressed the TSU Board of Regents at the special called meeting, regarding some of the TSU alumni's pressing concerns and demands, which include:

- Having one person or one department designated to answer questions from incoming freshman students, so that those students don't have to call multiple departments and oftentimes wait on hold for extended periods of time to have their questions answered.
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It is no secret that there have long been discussions among state legislators in Texas, and other key players across the state of Texas, regarding Texas Southern University (TSU) being potentially taken over and becoming part of a state university system.

There are currently 38 public colleges and universities in the state of Texas, and out of those, only TSU remains as the only independent public university that is not a part of one of the seven (7) state university systems. Prairie View A&M University, the only other public HBCU in Texas, is currently under the Texas A&M University system.

This proposed idea has always been balked against by TSU alumni, faculty members, previous administrations at the University, as well as community stakeholders and education advocates. However, year after year, those conversations continue to bubble up and cause the community to rise up and come to TSU's defense to remain the independent institution it was founded as.

These concerns became even more intense after Texas State Senator Boris L. Miles (D) issued a statement about TSU remaining an independent HBCU on June 15. The statement read:

*"Last month, members of the Texas Southern University (TSU) Board of Regents met with members and leadership of the Texas House of Representatives to discuss the possibility of TSU joining one of the state's university systems. I was not aware of the meeting until after it took place. I cannot support TSU joining a system now and I will not support TSU joining a system in the future. TSU was founded to be an independent Historically Black College and University (HBCU) for African American students. Putting TSU under the flag of another university system would go against the very reason this university was created. More importantly, under the leadership of another university system, TSU would be subjected to another system's priorities that might not be in tune with this HBCU's unique mission or its priorities. It is crucial that TSU maintain its independence in order for the school and more importantly, its diverse student body, to grow and thrive. I am committed to making TSU a great, independent HBCU, that is fully funded with the resources to ensure its success. Keep the Faith, Keep the Fight!"*

In response to the outcry from many stakeholders, the following statement was sent to the Forward Times from the TSU Board of Regents:

## CLASSIFIEDS

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Response Deadline: July 13, 2023 @ 12:00 P.M. CST

*"The Texas Southern University Board of Regents has shared publicly on multiple occasions the expressed desire for our great institution to remain an independent, public university. The board believes the unique history, talent incubation for a diverse Texas, and growing research and academic offerings are just some of the reasons to support the case for independence for TSU. We recognize that no actions on the state level take place without the*

change in a global society.

It is important that this important, historic, and independent HBCU be protected and preserved at all costs, and that everyone is assured that the question regarding whether TSU is in good hands is a resounding.... YES!

## NNPA Continued from Front Page

If unable to do so, the case should be handed over to the attorney general rather than allowing justice to be compromised.

The book highlights the critical argument made by Ellison that police reform across the country can create less stressful working conditions for officers.

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"For me, it was a gut check moment, one of those moments where you ask yourself, 'What am I about and what am I in this for?'" Ellison stated.

"And my answer had to be we're going to do anything we can to try to make sure that the outcome is fair, just, and right."

In "Break the Wheel," each chapter examines the roles of various stakeholders within the justice system, including prosecutors, defendants, police union leaders, judges, activists, legislators, politicians, and media figures.

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**THE BLACK PRESS OF AMERICA**

**AMPLIFYING**

PROGRESS | EXCELLENCE | VOICES OF BLACK AMERICA

**NASHVILLE, TENN**

**JUNE 28 - JULY 1**

**PRESENTATIONS**

Chelsea Lenora White

RENAISSANCE THE NEXT GENERATION THROUGH CULTURE

Thilo Xiao

Global Programs Manager

Google News Initiative

2 THINGS TO GROW AB

REVENUE IN 2023

Keith Collins

Black Ops LLC

EMPOWERING INDIVIDUAL OWNED SMALL BUSINESSES TO BE CYBER AWARE

**AND MORE**

**JW-MARRIOTT**

201 8TH AVENUE SOUTH

NASHVILLE, TN 37203

**FOR TICKETS AND INFORMATION**

[WWW>NNPA-EVENTS.COM](http://WWW>NNPA-EVENTS.COM)

**#BLACKPRESS196YRS**

**2023 NNPA NATIONAL LEGACY AWARDS**

Justin B. Jones

Executive Director of the Department of the State of Tennessee

Justin J. Ponder

Executive Director of the Department of the State of Tennessee

**2023 NNPA LEADERSHIP AND COUNCIL AWARDS**

The Honorable Keith M. Ellison

Minnesota Attorney General

**Chairman's Reception**

National Museum of African American Music, Sponsored by Nissan

**Civil Rights Tours**

Fisk University - Jubilee Sleepers

Shares history, Civil Rights Museum and more!

**NNPA Fund 2023 Messenger Awards**

**NNPA Lifetime Legacy Awards Gala Dinner**

Black Tie Optional

**NNPA Social Media Cafe**

consent and approval of our esteemed elected officials, the statement continues. "We look forward to joining our state legislators to ensure the continued and collaborative path of independent success for Texas Southern University."

Founded in 1927, TSU has a tremendous historical significance, as well as the distinction of being designated a special-purpose institution for urban programming and research. TSU was birthed during a time in American history, where the racist and segregationist challenges that African Americans were facing in Texas, made it difficult for Blacks to further their education.

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## NNPA Continued from Front Page

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Global Program Manager  
Google Travel  
1 IN 1000 100 CASH AWARDS  
REVENUE IN 2023

Keith Collins  
Black Ops, LLC  
IMPROVING MINORITY-OWNED SMALL BUSINESSES TO BE CRYSTAL CLEAR

**AND MORE**

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**Civil Rights Tours**  
Fisk University - Jubilee Singers  
Shares history: Civil Rights Museum and more!

**NNPA Fund 2023 Messenger Awards**

**NNPA Lifetime Legacy Awards Gala Dinner**  
Black Tie Optional

**NNPA Social Media Cafe**

**2023 NNPA NATIONAL LEGACY AWARDEES**

Justin B. Jones  
Honoree of the Year - 2023

Justin B. Pearson  
Honoree of the Year - 2023

**2023 NNPA LEADERSHIP AND COUNCIL AWARD**

The Honorable Keith M. Ellison  
Minnesota Attorney General

**JW MARRIOTT**

201 8TH AVENUE SOUTH  
NASHVILLE, TN 37703

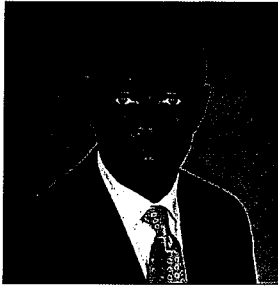
**FOR TICKETS AND INFORMATION**

[WWW>NNPA-EVENTS.COM](http://WWW>NNPA-EVENTS.COM)

**#BLACKPRESS196YRS**

**FRAUD** Continued from Front Page

criminals are able to carry out this scheme by creating fictitious email addresses, temporary phone numbers, and mobile applications, which provides them ways to text from untraceable numbers."



Gerald Womack

Womack states that when he is made aware that a property owner may be subjected to some fraudulent activity, the first thing he does is have them contact the listing agent who is marketing the property and get the information of the title company. He also advises anyone in this situation to alert the local authorities to file a police report.

"In my experience, this crime is generally only done with vacant land, but that is not to say it could not happen on inherited property, abandoned property, or run-down property either," Womack emphasized. "Property owners need to routinely check their respective county appraisal's website to confirm there has been no change in ownership. I would also suggest that they visit their property, especially if it is not where they reside, to ensure no changes have been made without their knowledge."

Valerie Turner currently serves as Assistant District Attorney and is the head of the consumer fraud division at the Harris County District Attorney's Office. She wants the public to know that the likeliest victims are people who don't use a title company to close a land transaction.

"Without a title company to check the title history, it is easy for crooks to sell property they don't own to unsuspecting buyers, who pay good money and expect good title," Turner says. "If the buyer goes through a title company, purchases title insurance, and then there is a problem, the title company is on the hook to either get the buyer good title or refund all of their money. Of course, if a thief inserts his name into the title history using a forged deed, a title examiner will not catch that because the title company does not investigate beyond the four corners of the deeds. They don't call the last true owner and ask, 'Did you sign the deed to the (current seller)?' They don't research to find out whether the last true owner was alive at the time of the purported signing of the deed. That only happens once there is a complaint, and our office investigates."

Turner tells the *Forward Times* that her office worked in conjunction with the Harris County Clerk's Office to pass legislation in 2016, which no longer allows a person in Harris County to anonymously file a real property document.

According to Turner, the law now requires that the person present photo identification, which is then scanned in by the clerk. That information is not made public, but if a complaint is received and her office investigates, they can ask for a copy of the photo identification. This law only is applicable in Harris County, in that some of the smaller counties objected to such a requirement.

The areas in Harris County that most often see this kind of theft are neighborhoods with abandoned houses. The crook can change the locks, file a deed inserting him into the chain of title, and put up a sign advertising the house as for sale. Then they give the unsuspecting buyer a deed once payment is made in full. Because the buyer received the property via fraudulent deed, no ownership was conveyed. According to Turner, the Sunnyside community in southeast Houston is a neighborhood where deed fraud occurs frequently.

Turner states that a property owner might only find out this has happened to them if they were to drive by their property or their house and see that it is occupied. She states that the owner might also check the Harris County Appraisal District's (HCAD) website, especially after not receiving a property tax bill for some time, and learning that the property is now in someone else's name.

"To avoid falling victim to this crime, owners should check the HCAD website once a year to make sure the property is still in their name," says Turner. "Also, they should make sure they receive their property tax bill. Buyers should always close with a title company. That way, if something goes wrong, they are protected. Another option would be to purchase deed fraud insurance. HomeLock and other companies sell this product. I don't know the details of the policy though. I'm not sure if they just alert the owner to the fact that the property has been taken out of their name, or whether they insure the value of the property if a sale occurs without the owner's consent."

Unfortunately, Turner states that if someone impersonates an owner and sells their property, which is most often what they see happen at title companies, the owner is often out of luck if the sales proceeds are actually sent to the land thief by the title company. But, Turner indicates, in a case like that, they are usually able to trace the money to an account and investigate from there.

"If a thief files a forged deed, and sells the property that way, then there will be a cloud on the title and the true owner will not be able to sell the property," Turner emphasizes. "If the true owner does not want to sell to the unsuspecting buyer, then they will have to hire an attorney to file a suit to remove the cloud from the title. If the unsuspecting buyer contests the matter in court, it could cost up to \$50,000 or more to correct the situation. The true owner could file a lawsuit against the title company for not confirming the identity of the seller. I don't know how successful that would be, though."

According to Turner, these incidents are criminal in nature, and the Harris County District Attorney's office often files the following charges: Aggregate Theft, Forgery, False Statement to Obtain Property, or Securing Execution of a Document by Deception.

Turner states that if the land thief is caught and identified, prison time is a possibility depending on that person's criminal history and their ability to pay restitution.

"If the thief has a prior felony conviction and served prison time, it is doubtful we would offer probation, so prison time would be more likely," says Turner. "If there is a significant amount of restitution owed due to a defendant's actions, then a requirement would be for the person to pay a substantial amount of restitution upfront and show an ability to pay the remainder of the restitution. If they can't do that, then prison time will be our offer."

Turner states that the amount of prison time a land thief serves is dependent on the facts of the case, the number of properties stolen and their values, and the defendant's criminal history.

"If we file Aggregate Theft for stealing from a true owner and unsuspecting buyer (or more than one of each), then the amount of the theft can go up rather quickly," says Turner. "If the total amount stolen is over \$300,000, then the punishment range (assuming no other prior felony convictions with prison trips) is 5-99 years or Life with the possibility of a fine up to \$10,000. I've had land thieves sentenced to probation and others sentenced to 28 years, 40 years, etc."

The Texas Real Estate Commission has been assisting the Texas Land Title Association in educating real estate license holders on trending fraud schemes.

The Texas Land Title Association has reported seeing more people fall victim to seller impersonators, with the prime target properties being vacant land or investment property such as vacation homes, second homes, rental properties, and any other instance where the tax mailing address is different than the property owner's address.

According to the Texas Land Title Association, a typical scenario involves an impersonator calling a sales agent for a property to be listed below market value, so that the potential buyer thinks the purchase is a bargain, and then to lure the agent into taking the listing, the impersonator might say something like:

"This is a quick sale."

**CLASSIFIEDS****HOUSTON-GALVESTON AREA COUNCIL**

Request for Proposal - Houston-Galveston Area Council - Public Services - Ambulances, EMS & Special Service Vehicles - AM10-23

The Houston-Galveston Area Council (H-GAC) is soliciting responses for selecting qualified manufacturers, distributors, installers, and service providers of Ambulances, EMS & Special Service Vehicles to make these types of products and services available to Customers of the H-GAC's Cooperative Purchasing Program under blanket type contracts.

To view the solicitation documents, visit <https://www.hgacbuy.org/bid-notices-or-ESBD> (ESMBidBuy.com/esbd)

Response Deadline: July 13, 2023 @ 12:00 P.M. CST

**NOTICE TO PROPOSERS**

The Houston Independent School District is soliciting Request for Proposals (RFP) via the District's electronic bidding portal. Proposers may login to view specifications and submit their responses at the following link <https://houstonisd.onwave.net/login.aspx> until 10:00 a.m. (CST) Wednesday, July 19, 2023, for the following supplemental solicitation for the following projects:

- RFP 23-05-04 Board Certified Behavior Analysis (BCBA) and Behavior Therapist Services

Pre-proposal conferences via Microsoft Teams will be held in conjunction with this RFP. Information regarding dates, times, and a link to join the meeting can be located within the electronic bidding portal under the "Event Details" tab specific to this solicitation.

Not only are land and property owners susceptible to this type of activity, but realtors are also at risk of representing someone who is not the rightful owner to the property they are trying to sell.

"This type of fraud is terrifying because of how much it has increased and how quickly," said David Tandy, chair of the Texas Land Title Association's Seller Impersonation Fraud Task Force. "Until that real seller decides to do something like refinance or sell the property, they are not aware of the fraudulent transaction involving their property. And by that point, the duped buyer has lost all their money, the real estate agents have lost their commissions, and the entire transaction is void."

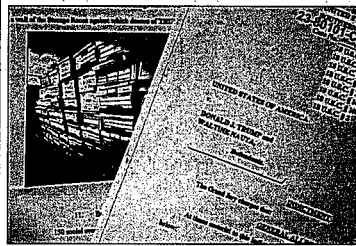
Realtors can be a huge part of the solution if they know what red flags to look for and understand how important their role is. Those red flags include:

- The property in question involves vacant land or an owner not living on property.
- Imposter Seller wants a quick sale.
- Imposter Seller wants a cash sale.
- The property is listed below market value.
- Imposter Seller only wants to communicate by email or text and does not want to meet in person.
- Imposter Seller's phone area code is unrecognizable or foreign.

Before listing a property, realtors should make sure the property owners are verified by getting a copy of two forms of identification, asking for a recent utility bill, and asking questions about the property that only the true owner would know.

"This just suddenly exploded. We've seen similar forged deed fraud in the past, but this new type of fraud is just pervasive," said Leslie Middleby, executive vice president and CEO of the Texas Land Title Association. "These criminals are highly sophisticated with their schemes and hard to detect if you aren't vigilant. Title agents and underwriters have implemented many best practices to try and shut these transactions down, but there is much work to be done as significant losses have already occurred and the criminals seem to be increasing their efforts, not retreating."

If you, or someone you know, are the victims of land fraud, please contact local law enforcement, report it online to the Federal Trade Commission at <https://reportfraud.ftc.gov/#/>, and if you are in Harris County, reach out to the consumer fraud division at the Harris County District Attorney's Office at 713-274-5555.

**TRUMP INDICTMENT** Continued from Front Page

In this photo illustration, pages are viewed from the unsealed federal indictment of former U.S. President Donald Trump on June 9, 2023 in Washington, DC. Former U.S. President Donald Trump has been indicted on 37 felony counts in Special Counsel Jack Smith's classified documents probe. (Photo illustration by Drew Angerer/Getty Images)

Secret. This is secret information."

"See, as president I could've declassified it," Trump said. "Now, I can't, you know. But this is still a secret." (This admission undercuts his later claim that he had declassified everything.)

None of the people Trump discussed this recording with had the necessary clearance to see or discuss it. And neither did the PAC representative Trump met with several weeks later. In August or September 2021, Trump showed the rep (from his political action committee) a classified map of a foreign country, discussing a military operation involving that country. The rep did not have the required security clearance or a "need to know" that information.

Trump keeps saying that he had the right to retain the documents, that he had declassified them, that he could declassify them with his mind. None of that is true. The Presidential Records Act, passed in 1978, says that presidential records are the property of the U.S. Government, not the president. It makes it a crime to conceal or intentionally destroy government property — punishable by up to three years in prison.

And it's not like he didn't know what was in these boxes. Per the indictment: "Between November 2021 and January 2022, NAUTA and Trump Employee 2 at TRUMP's direction brought boxes from the Storage Room to TRUMP's residence for TRUMP to review." During that time, it became clear that the data wasn't being stored securely. On Dec. 7, 2021, Nauta found several boxes had fallen in the Mar-a-Lago storage room, with their contents spilled out onto the floor.

Nauta took a photo and sent it to another employee, saying: "I opened the door and found this." The employee responded: "Oh, no. Oh no." (Indeed: one of the documents was marked "SECRET," meaning that if disclosed it would pose a danger to national security.)

**NARA Discovery**

The National Records and Archives Administration (NARA) learned the truth about the documents in January 2022. According to the *New York Times*, "The National Archives discovered in January that at the end of his term, former President Donald J. Trump had taken to his home at the Mar-a-Lago resort 15 boxes from the White House that contained government documents, mementos, gifts and letters. The boxes included material subject to the Presidential Records Act, which requires that all documents and records pertaining to official business be turned over to the archives."

In January, Nauta and another employee gathered 15 boxes from Mar-a-Lago, loaded the boxes into a car, and took them to a commercial truck that would deliver them to NARA. On Feb. 18, in a letter to Oversight Committee Chairwoman Carolyn B. Maloney (D-N.Y.), U.S. Archivist David S. Ferriero revealed: "NARA has identified items marked as classified national security information within the boxes."

As a result, NARA referred the matter to the Department of Justice.

**Investigation**

On March 30, 2022, the FBI opened a criminal investigation. A federal grand jury got involved a month later. On May 11, 2022, the grand jury issued a subpoena requesting the return of all classified documents.

Meanwhile, the FBI was searching the material. According to a search warrant issued later: "From May 16-18, 2022, FBI agents conducted a preliminary review of the FIFTEEN BOXES provided to NARA and identified documents with classification markings in fourteen of the FIFTEEN BOXES. A preliminary triage of the documents revealed the following approximate numbers: 67 documents marked as CONFIDENTIAL, 92 documents marked as SECRET, and 25 documents marked as TOP SECRET."

(If disclosure of certain information could "reasonably result" in damage to national security, the information may be marked as "CONFIDENTIAL." When serious damage to national security is possible, the info is labeled "SECRET." If info poses an "exceptionally grave" damage to national security, it is marked "TOP SECRET.") So Trump had material that could gravely damage national security and held on to it even after he was asked to give it up.

In case it's not clear enough from the details: someone could've been killed as a result of these secrets being revealed. "The classified documents TRUMP stored in his boxes included information regarding defense and weapons capabilities of both the United States and foreign countries; United States nuclear programs; potential vulnerabilities of the United States and its allies to military attack; and plans for possible retaliation in response to foreign attack. The unauthorized disclosure of these classified documents could put at risk the national security of the United States, foreign relations, the safety of the United States military, and human sources," the indictment reads.

**Meeting**

On May 23, Trump met with two attorneys. They told Trump they needed to search for the requested documents and provide a certification saying that they'd complied with the subpoena. The indictment says that "Attorney 1" (aka Evan Corcoran) recorded Trump's response:

"I don't want anybody looking through my boxes," Trump said, per Corcoran. Trump even suggested stonewalling the feds: "Well...what happens if we just don't respond at all?"

Story continues on 5A

REQUEST FOR PROPOSAL  
AM10-23  
AMBULANCES, EMS & SPECIAL SERVICE VEHICLES

Houston-Galveston Area Council  
3555 Timmons Ln  
Houston, TX 77027

RELEASE DATE: June 9, 2023

DEADLINE FOR QUESTIONS: June 23, 2023

RESPONSE DEADLINE: August 10, 2023, 12:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/h-gac>

Houston-Galveston Area Council  
REQUEST FOR PROPOSAL  
Ambulances, EMS & Special Service Vehicles

I.	Summary and Timeline .....
II.	Inquiries / Clarifications / Modifications / Submission .....
III.	Scope of Work / Specifications .....
IV.	Additional Resources / Website Links .....
V.	Solicitation Requirements .....
VI.	Contract Term / Multiple Awards / Usage.....
VII.	Goal for DBE Contracting .....
VIII.	Submission Contents Details / Required Documents / Uploads .....
IX.	Evaluation Criteria .....
X.	Evaluation / Selection / Tie Bids.....
XI.	Presentation / Demo/ Interview and Best and Final .....
XII.	Approval / Final and Post Award.....
XIII.	Debrief / Protest .....

Attachments:

A - HGACBuy Solicitation T&Cs

## 1. SUMMARY AND TIMELINE

### 1.1. Summary

The Cooperative Purchasing Program (HGACBuy) of the Houston-Galveston Area Council of Governments is soliciting offerings for the furnishing of products/services as described in this Solicitation. Texas Local Government Code (Title 7, Chapters 771 and 791) establishes the authority for H-GAC to provide cooperative contract products and services to Texas local governments and in other states if their statutes allow. With that authority, H-GAC makes varied categories of contracted products and services available.

### 1.2. Background

#### About the Cooperative

H-GAC is a government agency which provides a Cooperative Purchasing Program as part of its service to other government agencies. The Program currently makes blanket type contracts covering products and services for the use of its membership of more than 9000 local government participants in Texas and other States (Customers) which include cities, counties, emergency services districts, school districts, and non-profit organizations. Any local government or non-profit organization may participate in the Program if their state law allows. There is no cost to join and become a member of the H-GAC Cooperative Purchasing Program.

H-GAC's Cooperative Purchasing Program, known as HGACBuy, was established pursuant to Texas Interlocal Cooperation Act [Texas Local Government Code, Title 7, Chapter 791]. The Act allows local governments and certain non-profits to contract or agree under the terms of the Act to make purchases or provide purchasing services and other administrative functions appropriately established by another government entity. The Interlocal Contract (ILC) is the required legal document that establishes a link between the Customer (local governments and certain non-profits) and HGACBuy and gives the Customer access to HGACBuy contracts.

HGACBuy contracts are established based on the requirements of Texas Local Government Code, Chapter 252 and/or other applicable State of Texas or Federal procurement requirements. Products and services are contracted after having been subjected to either a competitive bid (ITB); competitive proposal (RFP); or Request for Qualification and Pre-Qualification (RFQ) depending on the category type.

Contracts are blanket type, usually for a term of two (2), three (3), or four (4) years. Use of HGACBuy for purchases by any Customer is strictly at the discretion of that entity. Customers issue purchase orders and pay the HGACBuy Contractor directly. The Customer also sends HGACBuy a copy of the purchase order and the Contractor is responsible for reporting the sale to HGACBuy as a contract requirement.

### 1.3. Timeline

<b>Date Issued:</b>	June 9, 2023
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<b>Pre-Proposal/Bid Conference Date: (Non-Mandatory)</b>	<p>June 22, 2023, 2:00pm</p> <p>The virtual meeting will be held using Zoom, registration is required. Once registered, applicants will receive notification and a direct link for participation. Click on the following link to register: <a href="https://us06web.zoom.us/j/84451234567">https://us06web.zoom.us/j/84451234567</a></p> <p>It will be assumed that Respondents attending any conference have reviewed the Solicitation in detail and are prepared to raise any substantive questions which have not already been addressed by H-GAC in this Solicitation.</p>
<b>Questions Deadline:</b>	June 23, 2023, 12:00pm
<b>Closing Date/Submission Deadline:</b>	August 10, 2023, 12:00pm
<b>Estimated Board Approval Date:</b>	September 19, 2023
<b>Estimated Contract Start Date:</b>	October 1, 2023

## **2. INQUIRIES / CLARIFICATIONS / MODIFICATIONS / SUBMISSION**

**Inquiries:** Respondents must submit questions by the Questions deadline. Telephone inquiries will not be accepted. H-GAC will respond as completely as possible to each question. Questions and answers will be posted as soon as available. The names of respondents who submit questions will not be disclosed.

**Clarifications:** All clarifications will be available in the Question and Answer and Addenda Sections in OpenGov, only the information in these sections should be used in preparing a response; verbal communications and other written documents intended to clarify and interpret will not legally bind H-GAC. H-GAC does not assume responsibility for the receipt of any clarifying information. Respondents must periodically check for updates.

**Modifications:** Each Respondent must carefully examine all Solicitation documents and become thoroughly familiar with all requirements prior to submission to ensure the response meets the intent of this Solicitation. Respondent is responsible for making all investigations and examinations that are necessary to ascertain conditions affecting the requirements of this Solicitation. Failure to make such investigations and examinations will not relieve the Respondent from obligation to comply, in every detail, with all provisions and requirements of the Solicitation.

**Submission:** Responses may be submitted any time prior to the submission deadline. Respondents may modify submissions that have already been submitted, before the deadline. Recording of proposal submission time and date will occur via OpenGov. To satisfy any required public opening, the respondent list is made available in the OpenGov Public Portal after the deadline.

### **3. SCOPE OF WORK / SPECIFICATIONS**

**This is an indefinite quantity/indefinite delivery offerings contract. The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.**

#### **3.1. Overview**

H-GAC is soliciting responses for selecting qualified manufacturers, dealers, distributors, and service providers of Ambulances, EMS and Other Specialty Vehicles and related services to make these types of products and services available to Customers of the HGACBuy Cooperative Purchasing Program under blanket type contracts. Customers (end users) may require selective acquisitions of equipment and/or services OR full turnkey projects necessitating additional services, training, and maintenance agreements. H-GAC is seeking the broadest possible selection of available ambulances, emergency medical response and specialty vehicles to best serve our customers by providing the largest selection of products/services available to meet their needs. This solicitation may include a request for a discount percent off price catalog, category, or manufacturer, or price list for supplies, materials, or not to exceed hourly rates for installation or repair. Respondents are not required to provide offerings on all categories.

#### **3.2. Categories**

This Solicitation is divided into ten (10) separate but related product categories (A-J). When submitting a response, Respondent may choose to submit a response to any of the categories or all of them. No additional weighted value will be assigned to a response that addresses more than one or all categories listed. All equipment must be the manufacturer's new and current model and must be fully operational upon delivery to the Customer.

**Alternative Fuel Vehicles:** All responses that include electric, hybrid, or other alternative fuel vehicles must include these vehicles in Category G. If that specific vehicle is also available with an internal combustion engine (ICE), please list the ICE vehicle separately in the appropriate vehicle category. Category G will only include the alternative fuel vehicles, regardless of vehicle function or type.

Product categories are as follows:

##### **A. Ambulance**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, Type (I, II, or III), module configurations/dimensions, chassis (make and model), 2WD/4WD, and fuel type.

##### **B. Light/Medium Duty EMS Rescue Vehicle**

Response listings/descriptions must be organized by major sub-categories, which include manufacturer, model, type/function, chassis (make and model), dimensions, 2WD/4WD, and fuel type.

C. **Other Specialty Vehicle or Equipment**

Category includes vehicles or trailers for command, communication, tactical response, or other related emergency response functions. Response listings/descriptions must be organized by major sub-categories, which shall include manufacturer, model, type/function, chassis (make and model), axle configuration, dimensions, 2WD/4WD, and fuel type.

D. **EMS Vehicle Conversions**

Response listings/descriptions must be organized by major sub-categories, which include manufacturer, model, type/function, chassis, 2WD/4WD, and fuel type.

E. **Remount Services Only**

Pricing for this service must include the cost of removing an existing body and reinstalling it on a different chassis, only. This service would apply where the chassis was supplied by the end user. Note: Remounting Services are to be performed by an authorized dealer/remounter. Any specific certifications or warranties that may be requested by an end user regarding remounts is the end user's responsibility and will be negotiated between the end user and the supplier/contractor when services are quoted.

F. **Remount on Contractor Supplied Chassis**

Pricing for these items must include the cost of the chassis plus the removal and reinstallation of the body.

G. **Electric/Alternative Fuel Ambulance/EMS/Rescue Vehicles**

Response listings must be organized by manufacturer, model, vehicle type/function, and primary fuel/propulsion type.

H. **Ambulance/EMS/Rescue Vehicle Service/Maintenance Plans**

Response listings must include specific details about which fees are included in costs, including current labor rates, and fee structures.

I. **Ambulance/EMS/Rescue Vehicle Parts and Supplies**

Response listing must include percentage discount.

J. **Ambulance/EMS/Rescue Vehicle Options**

Response listing must include percentage discount.

### 3.3. **General Requirements**

All products priced and sold pursuant to this Solicitation must, as applicable:

- A. Meet all applicable requirements of federal, state and local laws and regulations.
- B. Be manufacturer's normal offering with all standard features and functions and performance levels.
- C. Be ready for turn-key operation upon delivery.

- D. Respondent must include specifications, brochures, warranty information, and any other relevant product information with solicitation Response.

Note: "Unpriced/unpublished" options cannot be quoted on the Base Pricing List and may not be sold through this contract.

### 3.4. Additional Requirements

#### Licenses

- A. Contractor must have and maintain the appropriate license(s) as required by the State of Texas, Department of Transportation, Division of Motor Vehicles, Motor Vehicle Commission Code [latest edition], or any other local, state and federal licenses required and which are applicable to the respondent's operations.
- B. The prescribed licenses must include the manufacturer/respondent, and any and all dealers and their representatives as may be required by the Motor Vehicle Division. Contractor must ensure all emergency and specialty vehicles sold are in accordance with the laws of the state where the sale and acquisition are made.
- C. Contractor must maintain all licensing required by the State of Texas as applicable to their business operations during the entire contract term. If during the contract period such licensing lapses, Contractor will be in default and become subject to contract termination unless issued a stay or waiver.

#### Manuals

- A. Contractor must supply at the time of delivery, at least two (2) sets of complete operations and service documentation covering the completed emergency vehicles as delivered and accepted (as per latest edition of KKK-A-1822F).
- B. Respondent must supply the following information with their response: Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly show all the standard features and capabilities of each listing being bid.

#### Warranty

Contractors must comply with the minimum warranty and maintenance requirements described below for any products or services provided under this Solicitation.

- A. Contractor must furnish with response, and for all equipment sold through this H-GAC contract, the manufacturer's general warranty, which must be honored by all the manufacturer's authorized service locations.
- B. All service/maintenance plan listings must clearly indicate the cost structure for such plans, clearly indicating which costs and fees are included (such as: hourly labor rates, shop fees, supply fees, environmental fees).

- C. The Contractor will handle all warranty claims and all work must be completed within ten (10) calendar days after receipt of equipment/vehicle by the Contractor without cost to H-GAC or the Customer. Delayed warranties must be available for all vehicles and equipment. Warranty start date will be effective the date that the completed unit is placed into service by the Customer. The Contractor must furnish a delayed warranty card/document for each unit delivered and/or advise the Customer of the procedures to be followed for obtaining the delayed start of warranty coverage. Requests for delayed warranties will not exceed six months after delivery.
- D. Any and all documents necessary to effect manufacturer's warranty must be properly applied for and submitted by the Contractor. The Contractor will provide to H-GAC and the Customer a manufacturer's warranty which will be honored by any of the manufacturer's authorized dealers and a complete copy must be provided at the time of delivery. When additional warranties are available as standard, they must be included as a part of the response for the benefit of H-GAC and Customer.
- E. The patient compartment, all modifications to the OEM chassis by Contractor on the accepted unit, equipment and parts will be guaranteed for a minimum period of one (1) year against defects in design, materials, and workmanship. The warranty period will begin upon final acceptance of the equipment. This warranty will cover parts and labor expenses.
- F. On Type I & III emergency medical service MODULE the warranty period will be fifteen (15) years.
- G. This warranty will be upgraded to its original status each time the module is remounted by Contractor, or a Contractor authorized remount facility, not to exceed five (5) years above the original warranty.
- H. In the event any component part of equipment or materials furnished under these specifications, or its subsequent contract(s), becomes defective by reason of material or workmanship during said period, and the end user agency immediately notifies Contractor of such defect, Contractor will, at no expense to the End User agency or H-GAC, repair or replace equipment or component with new equipment or component.
- I. Warranty of all system equipment is the sole responsibility of the Contractor under contract, but may be performed by their certified, designated agent.

### 3.5. Vehicle Requirements

All equipment and vehicles must be new and be the manufacturer's latest and current model. Each vehicle must be fully assembled, adjusted, serviced and ready for immediate and continuous operation upon delivery. If the equipment or vehicle does not meet the specification requirements upon delivery, Contractor will be responsible for correcting all deficiencies and making any corrections or adjustments needed to attain specification requirements.

All equipment and vehicles must conform to applicable local, state, federal requirements and must comply to all applicable industry standards (examples: National Fire Protection Association (NFPA), Commission on Accreditation of Ambulance Services (CAAS), Federal Specification for the Star-of-Life Ambulance (KKK-A-1822F), Occupational Safety and Health Administration (OSHA)).

### 3.6. Service / Maintenance Plans and Parts

All service/maintenance plan listings must clearly indicate the cost structure for such plans, clearly indicating which costs and fees are included (ex: hourly labor rates, shop fees, supply fees, environmental fees).

### 3.7. Labor Hours Definitions

If the awarded contract contains hours for labor related services, the following definitions will apply:

- A. "Business Day" Monday through Friday
- B. "Business Hours" Standard Business Hours 8 a.m. to 5 p.m.
- C. "Regular Time" Work that occurs during standard business hours
- D. "Emergency Time" Work that occurs outside standard business hours

### 3.8. Administrative Fee

For each purchase order processed under an awarded contract, H-GAC will directly invoice the contractor an administrative fee (Order Processing Charge) applicable to the sale of all equipment and services submitted in contractor's response. It is the contractor's responsibility to remit the administrative fee within thirty (30) days of processing any customer's purchase order, even if an invoice is not received from H-GAC. Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. For this solicitation the administrative fee is as follows:

#### Administrative Fee (per Purchase Order)

<b>Category A – Ambulance:</b>	\$1,000 per purchase order
<b>Category B – Light/Medium Rescue Vehicle:</b>	\$1,000 per purchase order
<b>Category C – Specialty Vehicle/Equipment:</b>	
Light Rescue/Special Service	\$1,000 per purchase order
Heavy Rescue/Special Service	\$2,000 per purchase order
All Trailers	2% per purchase order
<b>Category D – EMS Vehicle Conversions:</b>	\$1,000 per purchase order
<b>Category E – Remount Services Only:</b>	\$600 per purchase order
<b>Category F – Remount on Contractor Supplied Chassis:</b>	\$600 per purchase order
<b>Category G – Electric/Alternative Fuel Vehicles</b>	Determined by category of vehicle

<b>Category H</b> –Service/Maintenance Plans:	2% per purchase order
<b>Category I</b> - Ambulance/Vehicle Parts and Supplies	2% per purchase order
<b>Category J</b> - Ambulance/EMS/Rescue Vehicle Options	No separate fee - part of vehicle

### 3.9. Final Contract Deliverables

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased, including Product Code, if applicable
- Customer Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.

## 4. ADDITIONAL RESOURCES / WEBSITE LINKS

### 4.1. Reference Websites

- HGACBuy Website – [www.hgacbuy.org](http://www.hgacbuy.org)
- HGACBuy Open Solicitations – [www.hgacbuy.org/bid-notice](http://www.hgacbuy.org/bid-notice)
- HGACBuy Sample Contract – <https://www.hgacbuy.org/bid-notice/solicitation-forms-resources>
- HGACBuy Customer and Contractor Handbook – <https://www.hgacbuy.org/bid-notice/solicitation-forms-resources>
- HGACBuy Events – <https://www.hgacbuy.org/events>
- HGACBuy Marketing – <https://www.hgacbuy.org/marketing>

Note: Sample Contract and Handbook are reference material only, do not constitute a contract, or become incorporated as requirements of this Solicitation. Only information supplied in this Solicitation or by a Letter of Clarification posted to the HGACBuy website should be used in the preparation of a submission.

The actual final contract will be the same or nearly the same as the sample, however H-GAC reserves the right to update the actual contract as required for program or regulation requirements.

Note: Successful Respondents **MAY NOT** process any purchase orders for sales until all contract documents have been completely executed.

## **5. SOLICITATION REQUIREMENTS**

Respondent must be compliant with all licensing, permitting, registration or other applicable legal or regulatory requirements imposed by any governmental authority. It is Respondent's responsibility to ensure that this requirement is met. H-GAC reserves the right to request copies of any license, permit, or other compliance related documentation at any time. Listed below are other requirements of responding to the Solicitation.

### **5.1. Contractor Orientation and Training**

H-GAC believes that Contractor's familiarity with the operational policies and requirements of the Cooperative Purchasing Program is a key factor in achieving Customer satisfaction. The Contact Person listed on Contractor Status and Contact Form or an alternate, will be required to participate in an H-GAC vendor orientation and training as soon as possible after contract execution. In addition, other Contractor's staff who will be involved in any way with the HGACBuy Program should participate in orientation. The orientation may be presented as a teleconference or webinar or may be held in H-GAC's offices as determined by H-GAC and Contractor to be the most efficient and effective form of delivery. Please visit <https://www.hgacbuy.org/events> for more information.

### **5.2. Nationwide Sales Opportunity**

HGACBuy contracts provide various products and services to local governments and qualifying non-profits throughout the nation, and desires to make established contracts available to Customers wherever and whenever practicable. Once a contract is executed, Contractor is expected to expand the scope of its marketing effort to include sales to Customers in all areas of the United States. Please also view important guidelines and additional information regarding marketing the program at: <https://www.hgacbuy.org/marketing>.

### **5.3. Corporate/Sales Commitment**

Contractor is required to make some basic commitments to ensure the overall success of the HGACBuy program. By submission of a response, Respondent agrees that HGACBuy has the support of senior management and HGACBuy will be the primary government contracting vehicle when offering services/products awarded from this solicitation to eligible Customers nationwide. A further commitment to aggressively market the program, both independently as well in partnership with HGACBuy.

### **5.4. Manufacturer as Respondent**

If Respondent is a manufacturer or wholesale distributor, the response received will be evaluated based on a response made in conjunction with that manufacturer's authorized dealer/reseller network. Unless stated otherwise, a manufacturer or wholesale distributor Respondent is assumed to have a documented relationship with their dealer/reseller network where that network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this Solicitation on behalf of the manufacturer or wholesale distributor Respondent. Any listed dealer/reseller will be considered a sub-contractor of the Respondent. The relationship between the manufacturer and wholesale distributor Respondent and its dealer/reseller network must be indicated at the time of the submission.

### 5.5. Dealer/Reseller as Respondent

If Respondent is a dealer/reseller of the products/services proposed, the response will be evaluated based on the Respondent's authorization to provide those products and services from the manufacturer.

### 5.6. Approval by Manufacturer

Any awarded contractor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Respondents to this solicitation must submit an approval letter from each manufacturer; authorization letters must include the regions in which equipment may be sold or serviced.

### 5.7. Structure of Response

Depending on the Product or Service, market structures and sales practices can differ substantially. For example, dealers may sell into any market or may be restricted to certain territories, manufacturers may sell direct or be limited by law to selling through independent dealerships, etc. H-GAC's objective is to ensure that Customers, no matter where located, can buy contracted products/services and receive quality and timely service and support, while allowing for the most appropriate and effective response to this Solicitation. Responses to this Solicitation will only be accepted in conformance with the below scenarios and requirements. **Note: Respondent can only be a party to one response structure.**

- A. **Single Respondent Acting Alone Or As "Lead" For A Group:** Respondent must complete and sign a Signature Page and all other required forms and, if contracted, will be solely responsible for all contractual requirements including administration, processing of purchase orders and handling of payments for transactions which may involve other dealers/distributors who deliver the products or services. Unless stated otherwise, a manufacturer or wholesale distributor Respondent is assumed to have a documented relationship with their dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this Solicitation on behalf of the manufacturer or wholesale distributor Respondent. Any listed dealer will be considered a sub-contractor of the Respondent. The use of any dealer or reseller is not required if manufacturer or distributor does not employ such.
- B. **Multiple Respondents Acting Jointly:** A single Response will be submitted, and each party to the Response must complete and sign a Signature Page and all other required forms must be included in the single Response. If the Response is successful, each party will sign a separate contract with H-GAC and will be individually responsible for compliance with all terms and conditions. Only those parties which have executed a contract with H-GAC are authorized to process purchase orders for sales and payments under the HGACBuy program.

Contractor may sell through HGACBuy anywhere subject to compliance with applicable laws and regulations. If the market structure in which Contractor operates requires a contract assignment for any sale, in certain limited circumstances, H-GAC may allow the contract to be assigned to a Manufacturer or another Dealer(s). Such assignment must be specific and detailed and must be approved by the

Contractor and H-GAC. Once assigned, the Contractor and assignee may NOT sell or service the same product line or category.

*Depending on the structure of the network, H-GAC recognizes in some cases it may be necessary for the Purchase Order to be issued in the name of the reseller/dealer, etc., however the reseller, dealer, etc. is recognized only as a sub-contractor and will not receive a separate contract award or be assigned any portion of the contract. Any Lead Respondent utilizing a dealer/reseller network who is awarded a contract will be responsible for the processing of the Purchase Order through the network and the activities of the sale, reporting requirements, and remittance of applicable order processing fees*

#### 5.8. Contractor Status

Contractor is required to provide a status form, which is not part of any evaluation, but may be relevant to other state or local procurement requirements that apply to HGACBuy Customers. The following information will need to be captured:

- A. Contractor's status as a minority/woman-owned business enterprise, historically underutilized business, or service-disabled veteran; etc.
- B. Whether Contractor or its ultimate parent or majority owner has its principal place of business in Texas or employs at least 500 persons in Texas; and
- C. Whether Respondent is a Texas resident or a non-resident business.

#### 5.9. HGACBuy Contractor / HGACBuy Member General Procedures

- A. Contracts are awarded through fair and open competition in compliance with applicable procurement rules and regulations.
- B. The HGACBuy member sends a proposal request to an adequate number of Contractors in the desired Contract Category.
- C. The Contractor prepares and sends a proposal/quote to the HGACBuy member. The HGACBuy member conducts an evaluation of cost or price reasonableness, if the HGACBuy member is using \$250,000 (or current published Simplified Acquisition Threshold amount) or more of federal funds and an independent cost/price evaluation is necessary.
- D. The Contractor and the HGACBuy member agree on a Purchase Order. Purchase Orders/Supplemental Contracts are reported and sent by individual HGACBuy members to the Contractor and to HGACBuy, where pricing is confirmed against the contract, an Order Confirmation is issued to the HGACBuy Member and copies of the Purchase Order/Supplemental Contract are logged and filed.
- E. The Contractor delivers product(s)/service(s) directly to the HGACBuy member with a subsequent invoice the HGACBuy member upon completion of the work or delivery of the supplies.
- F. The Contractor receives payment directly from HGACBuy member.

- G. The Contractor reports and remits the administrative fee to HGACBuy.
- H. Reference also HGACBuy Customer and Contractor Handbook - <https://www.hgacbuy.org/bid-notice/solicitation-forms-resources>

#### 5.10. Licensing and Permitting Requirements for Motor Vehicle Sales

Respondent must be a properly franchised dealer authorized to sell and service, including warranty service, all products offered and sold in response to the Solicitation or under any H-GAC contract.

- A. Contractor/Supplier will be responsible for securing any and all inspections required by law, including State Inspection stickers. Any fee charged for these inspections is the responsibility of the Contractor/Supplier.
- B. At the time of delivery to the Customer, Contractors/Suppliers are required to provide temporary paper license tags/plates for motor vehicles or other equipment required by the State of Texas to be registered for operation on public highways.
- C. TEXAS OCCUPATIONS CODE, TITLE 14, CHAPTER 2301 (Formerly known as "The Texas Motor Vehicle Commission Code"):
  - 1. Section 2301.251: License Required: Generally (a) Unless a person holds a license issued under this chapter authorizing the activity, the person may not (1) engage in business as, serve in the capacity of, or act as a dealer, manufacturer, distributor, converter, representative, vehicle lessor, or vehicle lease facilitator in this state.
  - 2. Sec. 2301.252: License required: Sale of New Motor Vehicles:(a) A person may not engage in the business of buying, selling, or exchanging new motor vehicles unless the person: (1) holds a franchised dealer's license issued under this chapter for the make of new motor vehicle being bought, sold, or exchanged; or (2) is a bona fide employee of the holder of a franchised dealer's license.
  - 3. Respondents not submitting a response with a properly licensed Texas Motor Vehicle Dealer will only be eligible to sell motor vehicles on this contract outside of the State of Texas.
- D. Licensed Franchised Dealers submitting a Response for new cabs & chassis with installed bodies and other equipment, by this Statute, are required to employ properly licensed converters for the conversions of the new motor vehicles.
- E. The Act of Submitting a Response is regarded as doing business, as the entity is soliciting a sale. Accordingly, each Respondent must be a licensed franchised dealer at the time the Response is submitted.
- F. The units bid must be in full and complete compliance with all applicable safety and pollution requirements and regulations in effect at the time of submission. This includes but is not limited to standards established by the United States Department of Transportation, including the Federal Motor Vehicle Safety Standards (FMVSS), the Occupational Safety and Health

Administration (OSHA), the Environmental Protection Agency (EPA), the Texas Department of Transportation and the Texas Commission on Environmental Quality (TCEQ).

## **6. CONTRACT TERM / MULTIPLE AWARDS / USAGE**

**Contract Term:** H-GAC intends to award one or more contracts for the products/services requested under this Solicitation. The term of the resulting contract(s) will be for a period of four (4) years and until any outstanding orders against the contract have been fulfilled. H-GAC may, at its option, extend the contract for up to one (1) additional one-year term. H-GAC reserves the right to extend and/or expand the scope of the contract if deemed to be in the best interest of H-GAC and subject to H-GAC Board of Directors approval.

**Multiple Awards:** H-GAC reserves the right to award contract(s) for line items or groups of line items, at its sole discretion. H-GAC will not make separate awards for sales in Texas and for sales outside the state of Texas. In the case of acquisitions governed by the Motor Vehicle Division, the dealer is awarded the contract in Texas, and the Manufacturer is awarded the contract outside of Texas.

**No Guarantee of Usage:** H-GAC makes no guarantee of volume or usage under any contract resulting from this Solicitation. Services will be requested and contracted on an as needed basis and the type and value of each assignment will vary.

## **7. GOAL FOR DBE CONTRACTING**

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurement requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- B. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
- C. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- E. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

Contractor agrees to work with and assist HGACBuy customer in meeting any small and minority businesses, women's business enterprises, and labor surplus area firms targets and goals, as may be required by any rules, processes or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a small and minority businesses, women's business enterprises, and labor surplus area entity was considered in a procurement transaction, etc.

## 8. SUBMISSION CONTENTS DETAILS / REQUIRED DOCUMENTS / UPLOADS

### 8.1. Submission Upload Section

#### 8.1.1. *Executive Summary Response\**

Provide a summary of key aspects of the contractor's qualifications and indicate the Respondent's commitment to provide the services proposed and certify that all statements and information prepared and submitted in the response to this Solicitation are current, complete, and accurate; and that the proposed solution for the project meets all the requirements of this Solicitation.

*Maximum response length: 3000 characters*

\*Response required

#### 8.1.2. *Pricing\**

Pricing must include Manufacturer's Suggested Retail Price (MSRP) or List Price and provide a **Percentage Discount from MSRP/List Price** which clearly indicates the percentage off from MSRP or List price that HGACBuy members would pay if purchasing from this contract. Respondents who are awarded contracts for these products/services will be required to provide HGACBuy comprehensive price lists for all base models and options included in the contract and will be required to provide pricing/product updates to HGACBuy throughout the entire contract period to keep the price lists and product offerings current. All pricing must be clear and easily understandable, and clearly represent the total price to acquire the products/services covered in this contract.

Please download the below documents, complete, and upload.

- AM10-23 Base Response Price...

\*Response required

#### 8.1.3. *Customization Category Options\**

Due to the highly specialized nature of these types of vehicles, all responses must include Customization Tables. These Customization Tables are meant to encompass those special/custom options that are not classified as the published "Manufacturer Standard Options", and which may be required to address custom configurations of Ambulance, EMS and Other Specialty Vehicles. Respondent will group these options into broad categories and include specific options they would like to price within each of these customization categories. Respondent may quote as many categories as deemed necessary to cover any customization that may be required when building these custom emergency and specialty vehicles.

Please number and name each category accordingly. Below are some examples of customization categories and options that could be used when configuring these categories. The format shown below illustrates how these categories should be listed on your form. Respondent will provide a price range for each Category, and pricing should specify the low and high price range (\$) for that specific category. This price range will apply to all options within the category (i.e. Category 1 – Chassis). Categories and pricing must be submitted on the Customization Category Options Pricing Sheet. Note: The sum of all Customization Category Options cannot exceed 25% of the total price (Base Model items + Published Options) on the HGAC Contractor Pricing Worksheet.

**HGACBuy AM10-23 Solicitation**  
**Customization Categories Pricing Sheet**

Respondent: XYZ, Inc. <b>**EXAMPLE**</b>		
Category	Customization Description	Price Minimum
*Example*Category 1 – Chassis	Axles, Suspension, Tires, Engine, Transmission, Batteries/Charger, Idle Reduction, Electric Drive Power	
*Example*Category 2 – Cab	Raised Roof / Extensions, Seating, Consoles, Storage, Lighting	
*Example*Category 3 – Patient Module Exterior/Construction	Dimensional Changes, Lighting, Compartment/Doors, Shelves-Trays-Equipment Storage, Equipment Mounting, Roof Hatch Storage	
*Example*Category 4 – Patient Transport/Restraint Options & Accessories	Added Lighting, Dimension Increases, Doors, Enclosures, Handrails, Storage Space	

Please download the below documents, complete, and upload.

- [AM10-23 Customization Categ...](#)

\*Response required

**8.1.4. Distinguishing Services\***

Please download the below documents, complete, and upload.

- [Distinguishing Services v6....](#)

\*Response required

**8.1.5. Business Practices and Operations**

Please download the below documents, complete, and upload.

- [Business Practices and Oper...](#)

**8.1.6. Licenses / Certifications\***

Provide any and all licenses and certificates as required by the Solicitation.

\*Response required

**8.1.7. Geographic Areas Served\***

Please download the below documents, complete, and upload.

- [Geographic-Areas-Served.pdf](#)

\*Response required

**8.1.8. Planned Authorized Retailers Distributors Dealers\***

Please download the below documents, complete, and upload.

- [Authorized-Dealer-Distribut...](#)

\*Response required

**8.1.9. References\***

Please download the below documents, complete, and upload.

- [References v6.5.23.pdf](#)

\*Response required

#### 8.1.10. *Warranty, Service, and Technical Manuals\**

Submit detailed Warranty, Service, Technical Manuals, or other relevant information or booklets with the Response. If Respondent submits a warranty which does not meet any minimum stated requirements in the Solicitation, Respondent agrees by submission of the Response that such warranty is automatically amended to meet the minimums.

\*Response required

### 8.2. Required Documents/Certifications/Confirmations Section

#### 8.2.1. *Signature Page\**

Please download the below documents, complete, and upload. **This form must be returned signed with the response or the submission will be deemed non-responsive and will be rejected.**

\*If submitting a joint response, each party must complete and sign a Signature Page and all other required forms must be included (reference section 6.7. Structure of Response).

- [Signature Page - HGACBuy.pdf](#)

\*Response required

#### 8.2.2. *Small and Minority Business, Women's Business Enterprise, and Labor Surplus Affirmation\**

- [Small-and-Minority-Women-Su...](#)

\*Response required

#### 8.2.3. *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts\**

Please download the below documents, complete, and upload.

- [Certification-Regarding-Deb...](#)

\*Response required

#### 8.2.4. *Certification Regarding Lobbying\**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the awarding 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.

(2) 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. 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.

☐ Please confirm

\*Response required

#### **8.2.5. Certification Regarding Drug-Free Workplace Requirements\***

The grantee certifies that it will provide a drug-free workplace by: (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (b) Establishing a drug-free awareness program to inform employees about— (1) The dangers of drug abuse in the workplace; (2) The grantee's policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation and employee assistance programs, and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace. (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a); (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will— (1) Abide by the terms of the statement; and (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after each conviction; (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction; (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted— (1) Taking appropriate personnel action against such an employee, up to and including termination; or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

☐ Please confirm

\*Response required

#### **8.2.6. Filing Reports Form 1295 Certificate of Interested Parties\***

Please download the below documents, complete, and upload. Download a blank Form here:

<https://www.ethics.state.tx.us/filinginfo/1295/>

- [1295.pdf](#)

\*Response required

#### 8.2.7. *Conflict of Interest Questionnaire\**

Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. H-GAC officers include its Board of Directors and Executive Director, who are listed on the H-GAC website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists. The required questionnaire and instructions are located on the Conflict of Interest page on the Texas Ethics Commission website. <https://www.ethics.state.tx.us/forms/conflict/>

Please confirm to acknowledge that the form will be filed if applicable.

☐ Please confirm

\*Response required

#### 8.2.8. *Contractor Status and Contact Form\**

Please download the below documents, complete, and upload.

- [Contractor-Status-and-Conta...](#)

\*Response required

#### 8.2.9. *No Excluded Nation or Foreign Terrorist Organization Certification\**

Please download the below documents, complete, and upload.

- [No-Excluded-Nation-Foreign-...](#)

\*Response required

#### 8.2.10. *HB89 SB52 Prohibition on Contracts with Companies Boycotting Israel Verification Form\**

Please download the below documents, complete, and upload.

- [HB89-SB52-Verification-Form...](#)

\*Response required

#### 8.2.11. *Solicitation Terms and Conditions Confirmation\**

By submitting a response to this Solicitation, respondent agrees that it has read and fully intends to comply with the terms and conditions of this solicitation as applicable to any subsequent contract or funding agency requirements or agreements. Exceptions to these Terms and Conditions are not permitted. Please view the full Terms and Conditions located in the attachments.

☐ Please confirm

\*Response required

**8.2.12. *Company W-9\****

Please upload a current company W-9.

**\*Response required**

## 9. EVALUATION CRITERIA

Submission must be responsive to all material requirements that will enable the evaluation committee to evaluate submissions in accordance with the evaluation criteria to make a recommendation to H-GAC officials. This includes a signed signature page by a person authorized to bind the company to any contract/purchase order that may result from this Solicitation; if subcontracting, may include the completed Small and Minority Business Affirmation Form.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<b>Products and Pricing</b>  Price is competitive and all information is completed on the pricing sheets as set out in the submittal section of this solicitation. Demonstrated ability to deliver services at a reasonable cost and all elements of cost detail are provided. If offering services, reasonable total fee schedule/not to exceed hourly rates. Any travel associated expenses that may be incurred for additional offered services are priced separately and cannot exceed current U.S. General Services Administration established rates. For more information please visit: <a href="https://www.gsa.gov/travel-resources">https://www.gsa.gov/travel-resources</a>	0-5 Points	45 (45% of Total)
2.	<b>Distinguishing Services</b>  Completed Distinguishing Services form. Details outline to what extent Respondent can demonstrate and document services, and foster an atmosphere of quality and high performance in its organization. Practices that elevate Respondent beyond the average/minimum standards of other Respondents.	0-5 Points	20 (20% of Total)

3.	<b>Business Practices and Operations</b>  Completed Business Practices and Operations form. Detailed acceptable information is provided on Respondent's history, practices, and philosophies, demonstrating the ability to effectively support this contract and HGACBuy members' needs; information is provided related to organizational structure, and includes key staff responsibilities. All licenses and certificates are satisfactory and are provided as required by the Solicitation. Details are provided on any bankruptcies, plus safety and insurance claims with which Respondent has been involved during the past five (5) years.	0-5 Points	10 (10% of Total)
4.	<b>Geographic Areas Served / Authorized Distributor</b>  Detailed geographic coverage is provided and demonstrates the ability to meet the needs of Customers throughout the United States. If applicable, dealer network (nationwide) is provided and describes how it will be used to promote this program and provide products/services to H-GAC members nationwide. Approval letter from each manufacturer is submitted (when applicable); authorization letters include the regions in which equipment may be sold or serviced. A listing of all planned retailers/distributors (if applicable), etc. that may be used during the term of this contract to deliver goods or services is provided.	0-5 Points	10 (10% of Total)

5.	<p><b>Past Performance</b></p> <p>An evaluation will be conducted of the Respondents previous contract performance as an HGACBuy contractor based on the performance measured listed below. <u>Those with no history will receive the maximum for this criterion.</u> NOTE: For joint responses, each party will be scored as outlined and an overall average will be taken of all companies submitting a signed signature page to determine the overall score for each joint submission.</p> <p>PERFORMANCE MEASURES (2% each)</p> <ul style="list-style-type: none"> <li>• Timely and accurate response to request for information and/or request for quotes/pricing</li> <li>• Timely delivery of product or services (as quoted at time of order placement)</li> <li>• Quality of products/service</li> <li>• Timely and accurate submission of Contractor's Activity Report</li> <li>• Timely payment of order processing charge</li> </ul>	0-5 Points	10 (10% of Total)
6.	<p><b>References</b></p> <p>Five (5) adequate references and examples of previous, similar work for government customers in comparable size and requirements are provided.</p>	0-5 Points	5 (5% of Total)

## 10. EVALUATION / SELECTION / TIE BIDS

**Evaluation:** An evaluation committee may consist of representatives from H-GAC and other stakeholders. The committee members will individually evaluate and numerically score each submission in accordance with the evaluation criteria section of this Solicitation.

**Selection:** Submissions will be evaluated based on a total top score of 100. The committee members will individually evaluate and numerically score each submission in accordance with the evaluation criteria section of this Solicitation. Respondents with a score of at least **70** may be eligible for a contract award recommendation, at the sole discretion of H-GAC.

**Tie Bids:** H-GAC may award a contract for tie bids by drawing lots or by awarding to multiple contractors. If time permits, the bidders involved shall be given an opportunity to attend the drawing. The drawing must be witnessed by at least three (3) persons and the contract file must contain the names and addresses of the witnesses and the person supervising the drawing. When an award is made by drawing by lot after receipt of equal low bids, the buyer must describe how the tie was broken by providing a written statement that the contract award was made in accordance with the circumstances justifying the priority used to break the tie or select bids for a drawing by lot. This does not prohibit H-GAC from rejecting all bids.

## **11. PRESENTATION / DEMO/ INTERVIEW AND BEST AND FINAL**

**Presentation / Demonstration / Interview:** The evaluation committee reserves the right to request and require that each Respondent provide a final presentation/demonstration/interview regarding submission at a scheduled date and time. No Respondent is entitled to this opportunity, and no Respondent will be entitled to attend the presentation/demonstration/interview of any other Respondent. The purpose of the presentation/demonstration/interview is to inform the work of the evaluation committee. If necessary, Respondents may be required to make more than one presentation/demonstration/interview. Interviews can incorporate clarifying questions of the evaluation committee and H-GAC reserves the right to utilize the information to complete final scoring of proposals after the presentation/demonstration/interview. During this process, the proposer cannot incorporate, or present new information not contained in the original submitted proposal.

**Best and Final Offer (BAFO):** H-GAC reserves the right to request a Best and Final Offer from finalist Respondent(s), if it deems such an approach necessary. In general, BAFO would consist of updated costs and answers to specific questions that were identified during the evaluation. If H-GAC chooses to invoke this option, Submissions would be re-evaluated by incorporating the information requested in the BAFO document, including costs, and answers to specific questions presented in the document. The specific format for the BAFO would be determined during evaluation discussions. Turnaround time for responding to a BAFO is usually brief (i.e., five (5) business days).

## **12. APPROVAL / FINAL AND POST AWARD**

A recommendation will be presented to the H-GAC Board of Directors for approval to execute a contract. H-GAC reserves the right to award based on the best interests of H-GAC, whether that be single or multiple awards. However, the final approval and selection of award lies with the Board of Directors. H-GAC reserves the right to delay that date as needed and to reject any and all submissions as deemed in its interest.

H-GAC reserves the right to require the awarded Contractor attend a post award meeting with H-GAC staff and/or other designated persons at H-GAC offices in Houston, Texas within thirty (30) calendar days after the award. The purpose of the meeting will be to discuss the terms and conditions and to provide additional information regarding the work tasks and requirements.

### 13. DEBRIEF / PROTEST

**Requesting a Debrief:** Requests for a debriefing must be made in writing to [HGACBuySolicitations@h-gac.com](mailto:HGACBuySolicitations@h-gac.com) within five (5) working days after notification of non-selection. H-GAC reserves the right to not conduct debriefings if requests are made after that time. This procedure is NOT available to Respondents who did not participate in the selected Solicitation, to non-responsive or non-timely Respondents, or when all submissions are rejected.

**Resolution of Protested Solicitations:** Any Respondent who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement, and up to five (5) days after the H-GAC Board of Directors public agenda is posted for action regarding the questioned item. Grievances filed more than five (5) working days after action by the H-GAC Board of Directors will not be deemed timely and will not be considered. In order for a Respondent to enter the grievance process, a written complaint must be sent to the Deputy Assistant Director of H-GAC by certified mail and sent to 3555 Timmons Lane, Houston, Texas 77027, which includes the following:

- A. Name, mailing address and business phone number of the complainant.
- B. Appropriate identification of the procurement being questioned.
- C. A precise statement of the reasons for the protest.
- D. Supporting exhibits, evidence, or documents to substantiate any claims.

The grievance must be based on an alleged violation of H-GAC's Procurement Procedures, a violation of State or Federal Law (if applicable), or a violation of applicable grant or contract agreements to which H-GAC is a party. Failure to receive a procurement award from H-GAC in and of itself does not constitute a valid grievance. Upon receipt of grievance, the Deputy Executive Director will initiate the informal resolution process.

The Procurement and Contracts Department will contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working days from the date of complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to the Deputy Executive Director of the resolution with specifics on each point addressed in the original complaint.

If the Procurement and Contracts Department is not successful in resolving the allegations, the complaint, along with the comments, will be forwarded to the Deputy Executive Director immediately. The Deputy Executive Director will review all documentation. All interested parties will be given written notice of the date, time, and place of hearing and an opportunity to present evidence. A written decision will be issued within five (5) working days after the hearing along with notice of appeal rights.

The complainant may appeal the Deputy Executive Director's decision by submitting a written appeal, within five (5) working days, to the Executive Director of H-GAC. The Executive Director, upon receipt of a written notice of appeal, will contact the complainant and schedule a hearing within ten (10) working days. The Executive Director of H-GAC has the option of appointing a Hearing Officer to preside over the hearing. If appointed, the Hearing Officer will conduct a hearing and forward a summary and recommended resolution to the Executive Director.

The decision reached by the Executive Director or his designee will be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days.

The Respondent may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction.

# **AGENDA ITEM #16**

**City of Kingsville**  
**Finance Department**

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TO: Mayor and City Commissioners

CC: Charlie Sosa, City Manager

FROM: Charlie Sosa, Purchasing Manager

DATE: February 10, 2026

SUBJECT: Purchase of One Pierce Enforcer Pumper and One Pierce Enforcer Single Axle Ladder

---

**Summary:**

This item authorizes the purchase of One Pierce Enforcer Pumper and One Pierce Enforcer Single Axle Ladder from Siddon Martin emergency Group, through BuyBoard Purchasing Cooperative Contract 651-21(FIRE) for the City of Kingsville Fire Department.

**Background:**

The existing Ladder truck is in dire need of repair/replacement. The existing ladder truck is at the end of its efficient lifespan thus increasing maintenance and operation expenses. The purchase of new ladder truck will replace the existing ladder truck that has had maintenance expenses of over \$140,000 for the past three years. The existing ladder truck to be replaced has exceeded its efficient lifespan and will continue to have high maintenance costs. The new Pierce Enforcer Pumper truck will be housed at the new Fire Station No.3. Please see attached quote dated June 6, 2024 and potentially available to the city on or around spring of 2027.

**Financial Impact:**

Funds are available through Certificates of Obligation Series 2024, in the amount of \$14,355,000.00 and have been available since May 13, 2024. The total budgeted amount of \$2,448,461.00 Through the BuyBoard Purchasing Cooperative.

**Recommendation:**

It is recommended the City approve the purchase of One Pierce Enforcer Pumper and One Pierce Enforcer Single Axle Ladder from Siddon Martin emergency Group, through BuyBoard Purchasing Cooperative Contract 651-21(FIRE). BuyBoard is a member of the Purchasing Cooperative which meets Local government code 271 Subchapter F allows for the use of a cooperative purchasing program, specifically 271.102 (c), states, "A local government that purchases good and service under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of goods and service." Therefore, competitive bidding statutes have been met.



# OFFICIAL STATEMENT

Dated May 13, 2024

NEW ISSUE – Book-Entry-Only

## RATING:

S&P: “AA”/ “A+” (Enhanced/Unenhanced)  
(See: “BOND INSURANCE,” “BOND  
INSURANCE RISK FACTORS,” and  
“OTHER INFORMATION-Ratings” herein)

*In the opinion of Bond Counsel (defined below), under existing law, assuming continuing compliance by the City (defined herein) after the date of initial delivery of the Certificates described below (the “Certificates”) with certain covenants contained in the Ordinance (defined below) authorizing the Certificates and subject to the matters set forth under “TAX MATTERS” herein, interest on the Certificates for federal income tax purposes under existing statutes, regulations, published rulings, and court decisions will be excludable from the gross income of the owners thereof pursuant to section 103 of the Internal Revenue Code of 1986, as amended to the date of initial delivery of the Certificates and will not be an item of tax preference for purposes of the federal alternative minimum tax for the owners thereof who are individuals. (See “TAX MATTERS” herein).*

## THE CERTIFICATES WILL NOT BE DESIGNATED AS “QUALIFIED TAX-EXEMPT OBLIGATIONS” FOR FINANCIAL INSTITUTIONS



**\$14,335,000**

**CITY OF KINGSVILLE, TEXAS**

**(A Home Rule Municipal Corporation located in Kleberg County)**

**CERTIFICATES OF OBLIGATION, SERIES 2024**

**Dated Date: May 1, 2024**

**Due: August 1, as shown on the next page**

**(Interest Accrues from the Delivery Date defined below)**

**PAYMENT TERMS** . . . Interest on the \$14,335,000 City of Kingsville, Texas Certificates of Obligation, Series 2024 (the “Certificates”) will accrue from the Delivery Date, and will be payable February 1 and August 1 of each year commencing February 1, 2025 until maturity or prior redemption, and will be calculated on the basis of a 360-day year consisting of twelve 30-day months. The definitive Certificates will be initially registered and delivered only to Cede & Co., the nominee of The Depository Trust Company (“DTC”), pursuant to the Book-Entry-Only System described herein. Beneficial ownership of the Certificates may be acquired in denominations of \$5,000 or integral multiples thereof. **No physical delivery of the Certificates will be made to the owners thereof.** Principal of and interest on the Certificates will be payable by the Paying Agent/Registrar to Cede & Co., which will make distribution of the amounts so paid to the participating members of DTC for subsequent payment to the beneficial owners of the Certificates (see “THE CERTIFICATES - Book-Entry-Only System” herein). The initial Paying Agent/Registrar is U.S. Bank Trust Company, National Association, Houston, Texas (see “THE CERTIFICATES - Paying Agent/Registrar”).

**AUTHORITY FOR ISSUANCE** . . . The Certificates are issued pursuant to the Constitution and general laws of the State of Texas (the “State”), particularly Subchapter C of Chapter 271, Texas Local Government Code, as amended, and the ordinance adopted by the City Commission (the “City Commission”) of the City of Kingsville, Texas (the “City”) on May 13, 2024 (the “Ordinance”) (see “THE CERTIFICATES - Authority for Issuance” herein).

**SECURITY FOR THE CERTIFICATES** . . . The Certificates constitute direct obligations of the City and are payable from a continuing ad valorem tax levied annually on all taxable property within the City, within the limits prescribed by law, and a pledge of \$1,000 of certain surplus revenues of the City’s waterworks and sewer system, all as provided in the Ordinance authorizing the Certificates (see “THE CERTIFICATES - Security and Source of Payment”).

**PURPOSE** . . . Proceeds from the sale of the Certificates shall be used for the purpose of providing for the payment of contractual obligations to be incurred in connection with the design, planning, purchasing, acquisition, construction, equipping, expansion, repair, renovation, and/or rehabilitation of certain City-owned public property, including: (i) a new fire station, (ii) a new ambulance, (iii) equipment for the fire department including fire trucks, and (iv) payment of contractual obligations for professional services in connection therewith (to wit: consulting, engineering, financial advisory, and legal) (see “THE CERTIFICATES-Purpose” herein).



The scheduled payment of principal and interest on the Certificates when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the Certificates by Build America Mutual Assurance Company (“BAM”) (see “BOND INSURANCE,” “BOND INSURANCE RISK FACTORS,” and “OTHER INFORMATION - Ratings” herein).

**CUSIP PREFIX: 496782**

**MATURITY SCHEDULE, INTEREST RATES, INITIAL YIELDS, 9 DIGIT CUSIP, AND OPTIONAL REDEMPTION**

**See Schedule on Page ii**

**DELIVERY** . . . The Certificates are offered for delivery when, as and if issued and received by the initial purchaser named below (the “Underwriters”) and subject to the approving legal opinion of the Attorney General of the State of Texas and the legal opinion of Winstead PC, San Antonio, Texas, Bond Counsel (see Appendix C, “Form of Bond Counsel’s Opinion”). Certain legal matters will be passed upon for the Underwriters by its counsel, Bracewell LLP, San Antonio, Texas, Underwriters’ Counsel. It is expected that the Certificates will be available for delivery through DTC on or about June 12, 2024 (the “Delivery Date”).

**SAMCO CAPITAL**

**FROST BANK**

Siddons Martin Emergency Group, LLC  
3500 Shelby Lane  
Denton, TX 76207  
GDN P115891  
TXDOT MVD No. A115890

June 6, 2024

Juan Adame, Fire Chief  
City of Kingsville Fire Department  
119 North 10th Street  
Kingsville, TX 78363



**Proposal For: One (1) Pierce Enforcer Ascendant Single Axle Ladder and  
One (1) Pierce Enforcer Pumper**

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to City of Kingsville Fire Department. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB City of Kingsville Fire Department and training on operation and use of the apparatus.

Description	Amount
<b>Bid 1125: One (1) Pierce Enforcer Pumper</b> (Unit Price - \$1,107,181.00) Delivery within 36-39 months of order date QUOTE # - SMEG-0007230-0	
Vehicle Price	\$1,107,181.00
Multi Truck Discount	(\$17,688.00)
Full Prepay Discount	(\$116,043.00)
Pricing Level Discount	(\$15,349.00)
<b>Bid 1125: UNIT TOTAL</b>	<b>\$958,101.00</b>
 <b>Bid 1122: One (1) Pierce Enforcer Ascendant Single Axle Ladder</b> (Unit Price - \$1,738,012.00) Delivery within 38-41 months of order date QUOTE # - SMEG-0007227-0	
Vehicle Price	\$1,738,012.00
Multi Truck Discount	(\$28,505.00)
Full Prepay Discount	(\$196,134.00)
Pricing Level Discount	(\$24,513.00)
<b>Bid 1122: UNIT TOTAL</b>	<b>\$1,488,860.00</b>
 SUB TOTAL	 \$2,446,961.00
BuyBoard 651-21 (FIRE)	\$1,500.00

**Price guaranteed until 7/31/2024**

**Additional:** This proposal is valid for Pierce Manufacturing Bid 1122 and 1125. Multiple Truck Discount requires purchase of Bid 1122 and 1125 by the same Proposal Letter and / or Purchase Order. Prepay Discount requires payment in full within thirty (30) days of receipt of the signed Proposal Letter or Purchase Order, whichever comes first. Pricing Level Discount requires purchase prior to August 1, 2024. Bid 1122 and 1125 include one (1) approval visit for three (3) Kingsville personnel, one (1) final inspection visit for three (3) Kingsville personnel and three (3) consecutive days of apparatus training from Siddons-Martin Emergency Group at Kingsville, TX. Bid 1122 also includes three (3) consecutive days of aerial device training from Pierce Manufacturing at Kingsville, TX.

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

Persistent Inflationary Environment Notification: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] (the "PPI") has increased at a compounded annual growth rate greater than 5.0% from the date of acceptance of this proposal letter (the "Order Month") and 14 months prior to the anticipated Ready for Pickup Date (the "Evaluation Month"), then the proposal price may be increased by an amount equal to any increase exceeding 5.0% for the time period between the Order Month and the Evaluation Month. Siddons Martin and Pierce will provide documentation of such increase and the updated price for the customer's approval before proceeding with completion of the order along with an option to cancel the order.

**Taxes:** Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

**Late Fee:** A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

**Cancellation:** In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

**Acceptance:** In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of Texas. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,

*Don Hoyt*

**Don Hoyt**

I, \_\_\_\_\_, the authorized representative of City of Kingsville Fire Department, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

---

Signature & Date

**HGACBuy Vendor Response Scores**  
**Ambulances, EMS & Special Service Vehicles**  
**Contract No.: AM10-23**

<b>Vendor</b>	<b>Score</b>
1075 Emergency Lighting LLC	81
Alpha One Firetrucks	79.67
American Response Vehicles, Inc.	83.67
Braun Northwest, Inc.	90
Chastang Enterprises Houston LLC	80
Daco Fire Equipment	88
Excellance, Inc	86.33
FastLane Emergency Vehilces	93.67
First Priority Emergency Vehicles, Inc.	88.33
FLYMOTION	83.67
Frazer Ltd.	87
LDV, Inc.	95
Lenco Industries, Inc.	86.33
Matthews Specialty Vehicles, Inc.	82.33
MEDIC BUILT	89.67
Medix Specialty Vehicles, LLC	93.67
Osage Ambulances	91.67
Professional Ambulance Sales & Service	87.33
Siddons Martin Emergency Group, LLC	99.33
VCI Emergency Vehicle Specialists, LLC	91.67
Minimum score of 70 was required to be considered for contract award.	

## HGACBUY – AMBULANCES, EMS AND OTHER SPECIAL SERVICE VEHICLES

### Background

The H-GAC Cooperative Purchasing Program (HGACBuy) establishes contracts for a variety of products and services through competitive solicitations. Member governments are able to use the contracts to make purchases. HGACBuy received and opened twenty-one responses for Ambulances, EMS and Other Special Service Vehicles on August 10, 2023. The following companies submitted responses:

1075 Emergency Lighting LLC dba 10-75 Emergency Vehicles	Haskell, NJ
Alpha One Firetrucks, LLC	Duncan, OK
American Response Vehicles, Inc.*	Columbia, MO
Autocraft Group Inc. dba FastLane Emergency Vehicles	Purcellville, VA
Braun Northwest Inc.	Chehalis, WA
Chastang Enterprises-Houston, LLC dba Chastang Ford	Houston, TX
Daco Fire Equipment Inc.*	Lubbock, TX
Excellence, Inc.	Fayetteville, NC
First Priority Emergency Vehicles, Inc. dba First Priority Group	Manchester, NJ
FLYMOTION, LLC	Tampa, FL
FR Conversions, LLC	Westminster, MD
Frazer, Ltd.	Houston, TX
LDV, Inc.	Burlington, WI
Lenco Industries, Inc. dba Lenco Armored Vehicles	Pittsfield, MA
Matthews Specialty Vehicles, Inc.	Greensboro, NC
Medic Built, LLC	Kennedale, TX
Medix Specialty Vehicles, LLC*	Elkhart, IN
Osage Industries, Inc. dba Osage Ambulances	Linn, MO
Professional Ambulance Sales & Service, LLC dba SERVS	Comanche, TX
Siddons-Martin Emergency Group, LLC	Houston, TX
VCI Emergency Vehicle Specialists LLC	Berlin, NJ

\*Joint respondent

### Current Situation

This contract is a continuation of an existing contract in our portfolio, consisting of ambulances, light/medium rescue vehicles, specialty vehicles or equipment, EMS vehicle conversion, and ambulance remounts. All responses have been evaluated by H-GAC staff. Twenty respondents are being recommended for award. The response from FR Conversions was deemed non-compliant. Request authorization for contracts representing the best value for product items as summarized in the Award Recommendations Table.

### Funding Source

Participating local government purchasers

### Budgeted

N/A

### Action Requested

Request authorization of contracts with respondents for AM10-23 Ambulances, EMS and Other Special Service Vehicles. (Staff Contact: Ronnie Barnes)

# HGACBuy Award Recommendation Table

## Ambulances, EMS & Special Service Vehicles

### AM10-23

Award Recommendation	Categories
1075 Emergency Lighting LLC dba 10-75 Emergency Vehicles	B, C, I
Alpha One Firetrucks, LLC	B, D
American Response Vehicles, Inc.	E, F
Braun Northwest, Inc.	A, B, C, E, F
Chastang Enterprises Houston LLC dba Chastang Ford (TX Respondent)	B, C, G
Daco Fire Equipment, Inc. (TX Respondent), Life Line Emergency Vehicles, Inc.*	A, E, F
Excellance, Inc.	A, F
Autocraft Group Inc. dba Fastlane Emergency Vehicles	B, C, D, G, H, I
First Priority Emergency Vehicles, Inc. dba First Priority Group	B, C, D, E, F
FLYMOTION, LLC dba FLYMOTION	C
Frazer, LTD (TX Respondent)	A, B, C, E, F, I
LDV, Inc.	C
Lenco Industries, Inc. dba Lenco Armored Vehicles	C
Matthews Specialty Vehicles, Inc.	C
MEDIC BUILT, LLC (TX Respondent)	E
Medix Specialty Vehicles, LLC; Southwest Ambulance Sales LLC (TX Respondent); Danko Emergency Equipment; Defender Emergency Products Sales & Service LLC; Foster Coach Sales Inc.; North Eastern Rescue Vehicles, Inc.; Penn Care, Inc.; Laake Enterprises, Inc. dba FESCO Emergency Sales; Republic EVS, LLC dba Republic EVS;*	A
Osage Industries, Inc.	A, E
Professional Ambulance Sales & Service dba SERVS (TX Respondent)	A, C, E, F
Siddons Martin Emergency Group, LLC (TX Respondent); Demers Ambulance USA Inc. dba DBC; REV Ambulance Group Orlando, Inc. dba Road Rescue; REV Ambulance Group Orlando, Inc.- Wheeled Coach dba Wheeled Coach;*	A, C, E, F, H, I
VCI Emergency Vehicle Specialists, LLC	C, D, E, F, G
Award Categories:	
A - Ambulance	F - Remount on Contractor Supplied Chassis
B - Light/Medium EMS Rescue Vehicle	G - Electric/Alternative Fuel Ambulance/EMS/Rescue Vehicle
C - Other Specialty Vehicle or Equipment	H - Ambulance/EMS/Rescue Vehicle Service/Maintenance Plans
D - EMS Vehicle Conversion	I - Ambulance/EMS/Rescue Vehicle Parts and Supplies
E - Remount Services Only	*Joint Response



## Vendor Contract Information Summary

Vendor	Siddons Martin Emergency Group, LLC
Contact	Jeffrey Doran
Phone	281-543-7031
Email	jdoran@siddons-martin.com
Vendor Website	www.siddons-martin.com
TIN	27-4333590
Address Line 1	1362 East Richey
Vendor City	Houston
Vendor Zip	77073
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	net due upon delivery
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Other
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Fire Service Apparatus Vehicles
Contract No.	746-24
Effective	10/01/2024
Expiration	09/30/2027
Accepts RFQs	Yes
Service Fee Note	Vehicle purchase orders are subject to a \$1500 service fee
Return Policy	Parts may be returned unused, and the vehicle may not be returned



**Responding vendors must read all sections of this Proposal Invitation carefully.  
Even if your company has submitted proposals on previous BuyBoard proposal invitations, terms and requirements may have changed.**

## NOTICE OF PROPOSAL INVITATION

The Local Government Purchasing Cooperative d/b/a BuyBoard® (Cooperative), 12007 Research Blvd., Austin, Texas 78759 is a statewide purchasing cooperative for school districts, junior colleges, cities, counties, and other political subdivisions. The Texas Association of School Boards, Inc. (TASB), a Texas nonprofit corporation, 12007 Research Blvd., Austin, Texas 78759, serves as the Cooperative's administrator. The Cooperative is endorsed by TASB, the Texas Municipal League (TML), a Texas unincorporated nonprofit association, 1821 Rutherford Lane, Austin, Texas 78754, and the Texas Association of Counties (TAC), a Texas nonprofit association, 1204 San Antonio, Austin, Texas 78701.

The Cooperative's contracts for commodities and services are available to the members of TASB, TML, and TAC, and other local governmental entities that are members of the Cooperative and eligible to purchase through a government purchasing cooperative or interlocal contract. TASB, the Cooperative administrator, provides an online marketplace to the Cooperative known as the BuyBoard which enables members to review available contracts and make purchases of awarded commodities and services electronically.

The Cooperative is soliciting sealed proposals for products, supplies, services and/or equipment as set forth in this Proposal Invitation on behalf of all present and future members of the Cooperative. There may be over 1,000 Texas public school districts and junior colleges, over 900 municipalities, 400 counties, and numerous other political subdivisions (i.e. river authorities, special districts, public housing authorities, etc.) participating in the Cooperative at any given time. Awarded products and services may also be available to the administrator's nonprofit entity BuyBoard subscribers and, in the event of a piggyback award, members of the National Purchasing Cooperative located throughout the United States as further explained in the Proposal Invitation.

Completed sealed proposals for **Proposal No. 746-24 for Fire Service Apparatus Vehicles** must be received on or before 4:00 PM April 18, 2024, (Proposal Due Date) either by submitting the Proposal electronically through the Cooperative's designated website or by hard copy submission as set out in the Instructions to Proposers. **Late proposals will not be accepted.**

**Unless a different time period is stated in the General Information document for this Proposal Invitation, questions, requests for information or clarification, or comments regarding this Proposal Invitation, including the specifications, must be submitted in writing, addressed as indicated below, and received by the Cooperative administrator no later than the 10<sup>th</sup> business day before the Proposal Due Date. The Cooperative will respond only to written questions.**

The Local Government Purchasing Cooperative  
**Attn:** TASB Asst. Division Director, Cooperative Procurement  
12007 Research Blvd.  
Austin, TX 78759  
**E-Mail:** bids@buyboard.com



## PROPOSAL INVITATION NO. 746-24

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## INSTRUCTIONS TO PROPOSERS

### Electronic Proposal Submission

The Cooperative requests that Vendors submit Proposals electronically in accordance with the instructions herein via the link available on the following website:

- [buyboard.com/vendor](http://buyboard.com/vendor)

There is no cost to the Vendor to register or use the electronic proposal submission option. To the extent a vendor is unable to submit a Proposal electronically through the proposal website, instructions for hard copy submissions are provided below.

#### ***Before you submit***

- In order to submit a Proposal electronically, you must have a working registered vendor username and password to login. If you do not have a registered vendor username and password, you may obtain one by registering at [buyboard.com/vendor](http://buyboard.com/vendor). ***Note to existing BuyBoard vendors: The registered vendor login used for electronic proposal submission is NOT the same as your existing login used to check purchase orders or similar vendor information under awarded contracts.*** Vendors are highly encouraged to ensure you have a working vendor login well in advance of the submission deadline.
- Vendor is responsible for ensuring it has the technical capability to submit its Proposal via electronic submission.
- Browser requirements can be found at <https://buyboard.ionwave.net/BrowserCompatibility.html>.
- VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR'S PROPOSAL. Neither the Cooperative nor the Cooperative administrator shall be responsible for equipment or software failure, internet or website downtime, corrupt or unreadable data, or other technical issues that may cause delay or non-delivery of a Proposal or inaccessibility of the submitted data. Accordingly, Vendors are highly encouraged to prepare and allow for sufficient time to familiarize itself with the electronic submission requirements and to address any technical or data issues prior to the Proposal Due Date.

#### ***How to submit Proposal electronically***

- Login using your registered vendor login at [buyboard.com/vendor](http://buyboard.com/vendor) under the "Register/Login/Submit Proposal" link.
- The page will open to the list of "Available Bids."
- Click on the applicable Proposal Invitation number under the "My Invitations" or "Other Bid Opportunities" section to view this Proposal Invitation request.
- ***Review and follow all instructions on the webpage.***
- ***VENDOR INFORMATION*** – Select the "Attributes" tab to locate the Vendor Contact Information fields required to be completed and submitted.
  - Vendors must respond to each item by providing the information requested. ***If you fail to complete any of the line items, you will receive an error and will be unable to submit your Proposal.***
- ***PROPOSAL SPECIFICATIONS*** – Select the "Line Items" tab to locate the Proposal Specifications.
  - Input all required proposal pricing information (discount (%) off catalog/pricelist, line item pricing, hourly labor rates, and/or other related pricing information) as specified.



- Vendors must respond to each line item by either providing the information requested in the specifications, adding alternates to provide additional information (as necessary), or by indicating no bid. **If you fail to complete any of the line items, you will receive an error and will be unable to submit your Proposal.**
- **Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or the Proposal may not be considered:**
  - i. **Manufacturers shall be listed in alphabetical order**
  - ii. **Vendor must list one specific percentage discount for each manufacturer listed. Use the "Add Alternates" option as needed to add additional manufacturers.**
- **PROPOSAL DOCUMENTS** - To upload your Proposal documents, select the "Response Attachments" tab and upload a *signed, complete* copy of your Proposal in *searchable PDF format*, including all required proposal documents (Proposal Forms, and any other documents required by the Proposal Invitation). **Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Instructions to Proposers or it will not be considered.**
- **PROPOSAL SUBMISSION** - Select the "Response Submission" tab to submit the Proposal.
  - If an error or multiple errors occur, the system will display the location of the error(s).
  - Go to the problem area and correct the errors. You must go to the specific tab(s) that contain(s) the error(s) to review the error detail and correct the error(s). *Your submission will not be submitted until all errors are corrected.*
  - Once all errors are corrected, proceed to the "Response Submission" tab to submit the response.

***How to submit hard copy Proposal – Paper copies will NOT be accepted***

While the Cooperative requests electronic submission of Proposals through the designated website, any Vendor without the technical capability or wishing to submit a hard copy Proposal may do so in accordance with the following instructions:

- Contact BuyBoard staff at [bids@buyboard.com](mailto:bids@buyboard.com) to request a copy of the Proposal Specification Form and other forms not included in this packet in hard copy form **at least five (5) business days prior to the Proposal Due Date.**
- Submit the signed, completed Proposal in a sealed envelope or carton properly marked with the Proposal Invitation number and Proposal submittal date and time and containing all required proposal documents (including forms, completed Proposal Specification Form, and any other documents required by the Proposal Invitation). The Proposal must be submitted in *electronic, searchable PDF format on a USB flash drive, CD or DVD. Paper copies will NOT be accepted.*
- **The Proposal Specification Form and Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Instructions to Proposers or it will not be considered.**
  - **Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or the Proposal may not be considered:**
    - a. **Manufacturers shall be listed in alphabetical order**
    - b. **Vendor must list one specific percentage discount for each manufacturer listed.**
- Any hard copy electronic Proposals must be delivered via hand delivery or U.S. Mail to the address below so as to be received on or before the Proposal Due Date and time:

The Local Government Purchasing Cooperative  
12007 Research Blvd.  
Austin, TX 78759



**VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR'S PROPOSAL.**

Neither the Cooperative nor the Cooperative administrator shall be responsible for Proposals delivered late by the United States Postal Service or any other delivery or courier service. Further, neither the Cooperative nor the Cooperative administrator shall be responsible for Proposals delivered in a corrupt or unreadable electronic format.

*Faxed and/or emailed Proposals will NOT be accepted.*

**REQUIREMENTS FOR VENDOR CATALOGS/PRICELISTS IN PROPOSALS**

*Note: The following instructions set forth the requirements for Vendor catalogs/pricelists submitted with Proposals for proposal evaluation purposes. If awarded a Contract, Vendor may be required to resubmit catalogs/pricelists in the format described in the BuyBoard Technical Requirements as detailed further in the Proposal Invitation.*

**Electronic catalogs/pricelists must be submitted with Vendor's Proposal in the required format (whether submitted electronically through the designated website or in hard copy format via mail or hand delivery) or the Proposal will not be considered.** The following is required of all Vendor catalog(s)/pricelist(s) submitted to the Cooperative for evaluation with the Proposal:

Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with **Excel or searchable PDF** preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

**Below is a sample chart**, with examples of data for each field, showing the data fields that Vendors **MUST** include in each submitted pricelist/catalog with the Proposal:

BuyBoard Specification Item No. Category	Part/Item Number	Item Description	MSRP/List Price (before BuyBoard Discount)
1	1234	Desk	\$50.00
2	1235	Chair	\$20.00

**The catalogs/pricelists must include all listed data fields (BuyBoard specification category, part/item number, item description, and list price) or the Proposal will not be considered. Catalogs and pricelists should contain only items that relate to the items requested in the specifications.** Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the Proposal, including catalogs or pricelists submitted with the Proposal, do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems to be, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

**WITHDRAWAL OR MODIFICATION OF PROPOSALS**

Proposals may be withdrawn or modified prior to the Proposal Due Date and time, but only in accordance with section B.11 (Withdrawal or Modification of Proposal) of the General Terms and Conditions in this Proposal Invitation.



## GENERAL INFORMATION

### Proposal Invitation No. 746-24 – Fire Service Apparatus Vehicles

**\*Please make sure that you have reviewed and completed all sections of this Proposal Invitation.**

1. Notice of Proposal Invitation and Instructions to Proposers
2. General Information
3. Proposal Forms
4. Proposal Specifications
5. General Terms and Conditions
6. BuyBoard Technical Requirements
7. Additional Terms and Conditions for BuyBoard Self-Reporting

### **PROPOSAL SUBMISSION INSTRUCTIONS**

Proposal responses (including completed and signed Proposal Invitation forms, completed Proposal specifications, and pricelists/catalogs) must be submitted in electronic format in the manner prescribed in the Instructions to Proposers.

### **INTENT AND PURPOSE OF THE CONTRACT**

The intent of this Proposal Invitation is to solicit sealed Proposals to establish a contract for various types of Fire Service Apparatus Vehicles that may be procured by Cooperative members. Because individual members require different equipment, supplies, and/or services, this Proposal Invitation is a request for base model price, a discount off of catalog or price list for optional equipment, parts, and services related to the equipment. Also included are requests for not-to-exceed hourly rates for installation and repair service, and a per-mile vehicle delivery fee. Purchases can be made by a Cooperative member at any time during the Contract term. Except as provided in section E.4 of the General Terms and Conditions or otherwise in this Proposal Invitation, Vendor shall hold its Awarded Pricing firm during the Contract term. In the event of price decreases, such price decreases shall be allowed for all products.

### **TERM OF CONTRACT**

The term of this contract will be from October 1, 2024, through September 30, 2025, with two possible one-year renewals.

As set forth in the General Terms and Conditions, an awarded Vendor has no right to or vested interest in contract renewal. The determination as to whether to renew or non-renew any Vendor Contract, in whole or in part, shall be in the sole discretion of the Cooperative.

**For purposes of this Proposal Invitation, a Vendor must generate a minimum of \$15,000 through the Contract during an annual contract term or may not be offered a renewal.** A Vendor's failure to generate this minimum amount may also be considered by the Cooperative as part of Vendor's past performance evaluation on future proposal invitations.

### **VALUE OF CONTRACT**

**The estimated value of this contract is \$147,089,888;** however, this estimate is based on prior contracts for similar types of products and services and should not be construed to be a guaranty of either a minimum or maximum amount since usage may be dependent upon multiple factors including Cooperative members' actual needs and available funding.



## **SERVICE FEE**

By submission of a response to this Proposal Invitation, it will be the vehicle dealer's responsibility to collect the BuyBoard Fee of **\$1,500 per purchase order** from the purchasing entity **for all vehicles, including cab, chassis and options. This fee is NOT to be included in the price of the vehicles for the purpose of the Proposal**; however, it must be shown as a line item price on the individual quotes to the purchaser.

An awarded Vendor under this Proposal Invitation must pay the Cooperative a service fee in the amount of 2% **per Purchase Order for parts and repair/service labor** generated from any contract awarded under this Proposal Invitation, and the service fee is to be included in the Awarded Pricing.

Vendor agrees to pay this service fee and remit the fee to the Cooperative in Austin, Texas, promptly upon payment by the Cooperative member for any Purchase Order(s) and within 30 days of the date of each service fee invoice. As set forth in more detail in the General Terms and Conditions, an awarded Vendor will be required to provide the Cooperative with copies and/or reports of all Purchase Orders generated from Vendor's Contract(s) that Vendor receives directly from Cooperative members, Vendor Invoices, and/or such other documentation regarding Cooperative member purchases under any awarded Contract as the Cooperative administrator may require in its reasonable discretion. The Cooperative shall have the right, upon reasonable written notice, to review records of awarded Vendors pertaining to purchases under any awarded Contract to verify purchase activity under the Contract, the accuracy of service fees payable by Vendor, or as otherwise reasonably necessary for the administration of the Contract or when required by law.

## **ADDITIONAL INFORMATION**

Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative,"
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed all requirements and comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS.



Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.).

Any option that has not been listed and priced in the response are considered to be an "Unpublished Option". Unpublished Options may be sold, but only in connection with the sale of an awarded base product item, and only if the total cost of all "Unpublished Options" remains below twenty-five percent (25%) of the total cost of the base product plus any Published Options. No Published or Unpublished Option may be sold which essentially converts a Product such that it competes with a Product Item awarded to another Vendor.

All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase.

### **CONFIDENTIAL INFORMATION**

Any information submitted by Proposer that Proposer considers to be confidential must be clearly identified as such on the Confidential/Proprietary Information Form.

### **AWARD AND EVALUATION**

All information required by this Proposal Invitation, including catalogs/pricelists where required by the Proposal Specifications, must be submitted with the Proposal or your Proposal will be deemed nonresponsive. Responsive Proposals will be evaluated, and any Contracts will be awarded based on the evaluation and award criteria as set out in Section C.2 of the General Terms and Conditions determined to provide best value to Cooperative members.

### **COMPLIANCE WITH APPLICABLE LAWS**

By submitting a Proposal, the Proposer certifies that Proposer has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Proposer has obtained, and, if awarded, will continue to maintain during the entire term of this Contract, all permits, approvals, and/or licenses necessary for lawful performance of its obligations under this Contract. Proposer further certifies that, if awarded, Proposer will comply with all applicable state, federal, and local laws, rules, and regulations in regard to awarded products and/or services.

### **BUYBOARD WEBSITE AND TECHNICAL REQUIREMENTS**

Information on awarded Contracts, including awarded products and services under this Proposal Invitation, will be available to Cooperative members on the online marketplace platform utilized by the Cooperative: the BuyBoard. Vendors should review and confirm Vendor's ability to meet the BuyBoard Technical Requirements contained in Appendix I of this Proposal Invitation. The BuyBoard Technical Requirements may be updated from time to time as set forth in the General Terms and



Conditions. To the extent a Vendor is awarded a Contract under this Proposal Invitation but is unable to meet the applicable BuyBoard Technical Requirements and provide the information in the format required by those requirements, Vendor acknowledges that the information available on the BuyBoard for Vendor's awarded products or services may be limited. This may place Vendor at a disadvantage and impact the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services through the BuyBoard website.

To improve and enhance the experience of Cooperative members seeking to procure goods and services, the Cooperative may also, in its sole discretion, provide Vendors with an opportunity to have Vendor's logo, product images, and similar brand and trademark information included in the BuyBoard online marketplace in relation to Awarded Items. Vendors shall review the BuyBoard Vendor Consent for Name Brand Use included with the Proposal Forms in this Proposal Invitation.

### **PROFESSIONAL ENGINEERING AND OTHER PROFESSIONAL SERVICES EXCLUDED**

The scope of services in this Proposal Invitation and any resulting contract award do not include services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

### **ADDITIONAL REQUIREMENTS FOR PURCHASES USING FEDERAL GRANT FUNDS (2 C.F.R. 200 UNIFORM GUIDANCE/EDGAR)**

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete the EDGAR Vendor Certification Form contained in the Proposal Forms regarding their willingness and ability to comply with certain requirements which may be applicable to specific Cooperative member purchases using federal grant funds. This information will not be used for evaluation purposes but will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.



## PROPOSER'S ACCEPTANCE AND AGREEMENT

<b>Proposal Invitation Name</b> Fire Service Apparatus Vehicles	<b>Proposal Due Date/Opening Date and Time</b> April 18, 2024, at 4:00 PM
<b>Proposal Invitation Number</b> 746-24	<b>Location of Proposal Opening</b> Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
<b>Contract Term</b> October 1, 2024, through September 30, 2025, with two possible one-year renewals.	<b>Anticipated Cooperative Board Meeting Date</b> July 2024

*By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.*

\_\_\_\_\_  
Name of Proposing Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Printed Name of Authorized Company Official

\_\_\_\_\_  
Telephone Number of Authorized Company Official

\_\_\_\_\_  
Position or Title of Authorized Company Official

\_\_\_\_\_  
Fax Number of Authorized Company Official

\_\_\_\_\_  
Federal ID Number



## PROPOSAL FORMS PART 1: COMPLIANCE FORMS

### INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

**An authorized representative of Proposer *must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page.* Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.**

### PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

**Initial:** \_\_\_\_\_



5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
  - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
  - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
  - c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
  - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

## FELONY CONVICTION DISCLOSURE

**Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor)** states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

**Section 44.034 further states in Subsection (b):** "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

*Please check (✓) one of the following:*

- ☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
- ☐ My company is not owned or operated by anyone who has been convicted of a felony.
- ☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

**Initial:** \_\_\_\_\_



## RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (✓) one of the following:

- ☐ I certify that my company is a **Resident Proposer**.  
☐ I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

_____ Company Name		_____ Address	
_____ City	_____ State	_____ Zip Code	

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?  
☐ Yes ☐ No
- B. What is the prescribed amount or percentage? \$ \_\_\_\_\_ or \_\_\_\_\_ %

## DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

## VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas. If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (✓) one of the following:

- ☐ Yes ☐ No

Initial: \_\_\_\_\_

## NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2276), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: \_\_\_\_\_



## NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

## HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. *(Please check (✓) all that apply)*

- ☐ I certify that my company has been certified as a HUB in the following categories:
- |   |  |
|---|--|
| <input type="checkbox"/> <b>Minority Owned Business</b>   | <input type="checkbox"/> <b>Women Owned Business</b> |
| <input type="checkbox"/> <b>Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)</b> |  |

**Certification Number:** \_\_\_\_\_

**Name of Certifying Agency:** \_\_\_\_\_

- ☐ My company has **NOT** been certified as a HUB.

## ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company cannot or will not comply.]*

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

**Initial:** \_\_\_\_\_



## CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at [buyboard.com/Vendor/Resources.aspx](http://buyboard.com/Vendor/Resources.aspx), provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

Initial: \_\_\_\_\_



## DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you **MUST** list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

*Please check (✓) one of the following:*

- ☐ **No;** Deviations  
☐ **Yes;** Deviations

List and fully explain any deviations you are submitting:

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**Initial:** \_\_\_\_\_



## VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

**You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract.** You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to [contractadmin@buyboard.com](mailto:contractadmin@buyboard.com). BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

### OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below.  
***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: \_\_\_\_\_



## CONFIDENTIAL/PROPRIETARY INFORMATION

### A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

☐

**NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐

**YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

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(Attach additional sheets if needed.)

Initial: \_\_\_\_\_



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### **Bonding Regulatory Notice**

BuyBoard contract pricing does not include bonding or insurance. Each entity must assess their individual projects to determine the need for bonding and insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy. If required, it is the responsibility of each entity to obtain such bonding and insurance or confirmation of coverage, as applicable, from the vendor.

Also, each entity must assess their individual projects to determine whether the project is subject to prevailing wage rate requirements under the federal Davis Bacon Act or state or local law. If any such requirements apply, it is the responsibility of each entity to take appropriate action to determine compliance by the vendor.

The Texas Professional Services Procurement Act, Chapter 2254 of the Texas Government Code ("Act"), prohibits a governmental entity from using a competitive bid process that initially considers price in the procurement of professional services covered under the Act. "Professional services" under the Act includes, but is not limited to, professional engineering, architecture, accounting, landscape architecture, land surveying, and real estate appraisal services. Additionally, the Texas Interlocal Cooperation Act provides that a governmental entity may not use an interlocal contract with a purchasing cooperative to purchase engineering or architectural services (Texas Government Code, Section 791.011(h)). BuyBoard® contracts do not, and are not intended to, include professional services that must be procured in accordance with the Act. Cooperative members are reminded that they must comply with the Act whenever a contract includes professional services as a component part, and may not procure engineering or architectural services through a BuyBoard contract.



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## **BUYBOARD PROCUREMENT AND CONSTRUCTION-RELATED GOODS AND SERVICES ADVISORY FOR TEXAS MEMBERS**

**Why make purchases using BuyBoard?** Purchasing through a cooperative or "interlocal contract" satisfies the Texas law requirement of local governments to seek competitive procurement for the purchase of goods or services.<sup>1</sup> Therefore, you may purchase goods and services from a vendor under Texas law through BuyBoard without having to conduct your own competitive procurement. If, however, you are procuring construction-related services through a BuyBoard contract, such as a Job Order Contract (JOC) or contract for the installation of equipment or materials (e.g., athletic fields and surfaces, kitchen equipment, HVAC, playground equipment, or modular buildings), you may, as explained in this Advisory, need to procure certain aspects of these services using a separate procurement process outside of the BuyBoard and should consult your procurement officer and/or legal advisor for specific advice.

**What is BuyBoard's Procurement Process?** The BuyBoard uses a competitive procurement process to award contracts to vendors for goods and services that the BuyBoard determines, based on an evaluation of multiple criteria, represents the best value for its members.

**How does BuyBoard award a contract to a vendor?** As a condition of being awarded a BuyBoard contract, a vendor is bound by and must agree to comply with all the terms of the BuyBoard's proposal invitation (or specifications), the vendor's proposal response, and any additional contract terms negotiated with the BuyBoard member. Among other things, the vendor must honor the pricing submitted in the vendor's proposal. **THE PRICE YOU PAY FOR THE GOODS AND SERVICES COVERED BY THE BUYBOARD CONTRACT MAY BE LESS THAN THE AWARDED PRICING, BUT CANNOT BE MORE.** Additionally, the vendor must comply with the BuyBoard contract's general terms and conditions, and any additional terms and conditions that apply to the specific BuyBoard contract, as set out in the proposal invitation.

**How does a BuyBoard member make purchases through the BuyBoard contract?** You utilize the awarded BuyBoard contract by issuing a signed purchase order through the BuyBoard online application to procure the selected goods or services. Although BuyBoard must receive a copy of the signed purchase order, BuyBoard does not review or approve the purchase order or other supplemental agreement that you obtain – this is a matter between you and the vendor. If construction-related services are procured through the BuyBoard, additional contracts with professionals and the contractor may be required, depending on the nature and scope of the services. As stated above, you should consult your procurement officer and/or legal advisor for specific advice.

### **How do I know that my entity has made a purchase through the BuyBoard?**

BuyBoard must have a copy of the purchase order in order for the purchase to be considered a BuyBoard procurement. To ensure that your entity has satisfied state law requirements for competitive procurement, make sure that the BuyBoard has your purchase order. Do not rely on the vendor to submit the purchase order on your behalf; it is your responsibility to make sure that the BuyBoard has the signed purchase order. You may log in to [www.buyboard.com](http://www.buyboard.com) using your member I.D. and password to view the Purchase Order Status Report to confirm that the purchase order is in the BuyBoard system.

**What should BuyBoard members consider when using BuyBoard for construction-related purchases?** While purchasing goods and services through BuyBoard satisfies your legal requirement to competitively procure a good or service, as a general matter you must keep in mind other legal requirements that may relate to the purchase, especially when using BuyBoard for construction-related procurement.



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When making construction-related purchases through a BuyBoard contract, BuyBoard members must consider the following:

- **Best value determination.** In compliance with Texas law and any local policy, your entity must first determine that purchasing through an interlocal contract or purchasing cooperative is the procurement method that will provide best value.<sup>ii</sup> This is done by the governing body (e.g., board of trustees, council, commissioners' court, etc.) or may be delegated by the governing body to an individual or committee, with written notice.
- **Products or services not covered by the BuyBoard contract.** The BuyBoard contract covers only the specific goods and services awarded by the BuyBoard. If you want to purchase from a BuyBoard vendor goods or services from a BuyBoard vendor that are not covered by the vendor's BuyBoard contract, such as architectural, design, or engineering services, you must procure them separately in accordance with state law and local policy.
- **Architectural or Engineering and Independent Testing services.** If your procurement includes a construction component that requires architectural or engineering services, you must procure those services separately. **YOU MAY NOT PROCURE ARCHITECTURAL OR ENGINEERING SERVICES THROUGH A BUYBOARD CONTRACT.** Texas law requires architectural and engineering services to be obtained in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and prohibits them from being procured through a purchasing cooperative.<sup>iii</sup>
  - **Architecture.** A new building owned by a political subdivision having construction costs exceeding \$100,000 or an alteration or addition to an existing building having construction costs exceeding \$50,000 must have architectural plans and specifications prepared by an architect.<sup>iv</sup> (An "alteration" or "addition" for purposes of this requirement requires the removal, relocation, or addition of a wall or partition or the alteration or addition of an exit.)
  - **Engineering.** If the goods or services procured through the BuyBoard will involve engineering in which the public health, welfare, or safety is involved, the plans for structural, mechanical, electrical, electronic, fire suppression, geotechnical systems, foundation design, surface water drainage, plumbing and certain roof modifications and associated estimates must be prepared by an engineer, and the engineering construction must be performed under the direct supervision of an engineer.<sup>v</sup> The Engineering Practice Act provides two exceptions to this rule – no engineer is required if (1) the project involves mechanical or electrical engineering and will cost \$8,000 or less, or (2) the project does not require mechanical or electrical engineering and will cost \$20,000 or less.<sup>vi</sup>
  - **Independent Testing.** If acceptance of a facility by a public entity involves independent testing of construction materials engineering and/or verification testing services, the testing services should be procured under the Professional Services Procurement Act, and may not be procured under a BuyBoard contract.
  - **Written Certification.** A local governmental entity purchasing construction-related goods and services through a cooperative in an amount that exceeds \$50,000 must designate a person to certify in writing that the project does not require the preparation of plans or specifications by an architect or engineer OR that an architect or engineer has prepared the plans or specifications.<sup>vii</sup>



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- **Bonds.** You must also consider whether the vendor is required to provide a payment or performance bond. A payment bond is required for contracts that exceed \$25,000 to protect subcontractors who supply labor or materials for the project. A performance bond is required for a contract that exceeds \$100,000, to protect the local government if a contractor fails to complete the project.<sup>viii</sup> Without payment and performance bonds, if the contractor fails to pay its subcontractors or to complete the project, the public entity that entered the contract can be held responsible for payment claims or costs to complete.
- **Construction Contract.** Even though the procurement of construction or construction-related services may be through the BuyBoard, your construction contract is between your entity and the contractor. The BuyBoard contract's general terms and conditions, standing alone, are not sufficient to document your entity's specific transaction. THEREFORE, YOU SHOULD USE AN APPROPRIATE FORM OF CONSTRUCTION CONTRACT JUST AS YOU WOULD DO IF YOU PROCURED CONSTRUCTION SERVICES INDEPENDENTLY, USING COMPETITIVE SEALED PROPOSALS. The contract must contain provisions required by state law including: performance and payment bonds, requirements for payment of prevailing wages to all construction workers, workers' compensation coverage for all workers and, on projects where contractor employees may have direct contact with students, criminal history record checks. Other provisions which should be considered in the construction contract are retainage, contingency, liquidated damages and dispute resolution, among others. If federal funds are involved, additional requirements may apply. (See the Purchasing with Federal Funds BuyBoard Advisory available on the BuyBoard® website for additional information on purchases with federal funds.) By supplementing the BuyBoard contract with an appropriate form of construction contract, you ensure that your entity's unique interests are addressed and that your entity can enforce the contract directly.
- **Legal advice.** Because of the variety of laws that relate to construction-related purchasing and the potential risk of high exposure, you are well-advised to consult with your entity's legal counsel before procuring construction-related goods and services under any procurement method, including a purchasing cooperative.

**This Advisory is provided for educational purposes only to facilitate a general understanding of the law. This Advisory is neither an exhaustive treatment on the subject nor is it intended to substitute for the advice of an attorney.**

For more information about BuyBoard, contact us at 800-695-2919.

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- i. Tex. Gov't Code §791.025 and Tex. Local Gov't Code §271.102.
  - ii. Tex. Ed. Code §44.031(a) (school districts); Tex. Local Gov't Code §252.043(a)(municipalities) and §262.022(5-a) and §262.027(counties)
  - iii. Tex. Gov't Code §2254.004 and §791.011(h)
  - iv. Tex. Occ. Code §1051.703
  - v. Tex. Occ. Code §1001.0031(c)
  - vi. Tex. Occ. Code §1001.053
  - vii. Tex. Gov't Code §791.011(j), effective September 1, 2013
  - viii. Tex. Gov't Code §2253.021(a)

# **AGENDA ITEM #17**

**RESOLUTION NO. 2026-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY SECRETARY TO ENTER INTO THE 2026 RECALL ELECTION SERVICES AGREEMENT BETWEEN THE CITY OF KINGSVILLE, TX AND THE KLEBERG COUNTY CLERK; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville ("City") has previously entered into Election Services Agreements with the Kleberg County Clerk and found it to be useful but those agreements have expired; and

**WHEREAS**, the City is going to hold a City Recall Election in May 2026 and possibly an Election to Fill a Vacancy(ies) in 2026 and possibly a Run-off Election in and desires to engage the election services of the Kleberg County Clerk and to use of the voting equipment and poll pads; and

**WHEREAS**, state laws (Texas Government Code Chapter 791 and Local Government Code Chapter 271) allow governing bodies, like the City and County, to enter into agreements like this one to take advantage of contracts for services for the benefit of the entities; and

**WHEREAS**, the City has previously entered into election services agreement like this and found them to be useful; and

**WHEREAS**, an ordinance ordering a Special Election to be held on Saturday, May 2, 2026, as prescribed by the laws of the State of Texas, was approved at the City Commission at a meeting on November 10, 2025 via Ordinance #2025-67 for the purpose of considering the recall of Norma Nelda Alvarez, City Commissioner Place 2; Hector Hinojosa, City Commissioner Place 3; and Leo Alarcon, City Commissioner Place 4 from the Kingsville City Commission; and

**WHEREAS**, Section 31.093 of the Texas Election Code requires a county elections administrator to enter into a contract to furnish election services upon request of a political subdivision; and

**WHEREAS**, the City and the County have worked to develop a 2026 Election Services Agreement between the City of Kingsville and Kleberg County Clerk; and

**WHEREAS**, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to this agreement to render assistance to one another whenever practical in accordance with the terms of the agreement attached hereto.

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

I.

**THAT** the City Secretary is authorized and directed as an act of the City of Kingsville, Texas to enter into the 2026 Recall Election Services Agreement between the City of Kingsville, TX and Kleberg County Clerk 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 23rd day of February, 2026.

\_\_\_\_\_  
Sam R. Fugate, Mayor

**ATTEST:**

\_\_\_\_\_  
Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Courtney Alvarez, City Attorney

**2026 Recall Election Services Agreement**  
**Between**  
**City of Kingsville, TX**  
**And**  
**Kleberg County Clerk**

This AGREEMENT is made and entered into by and between the City of Kingsville and the Kleberg County Clerk for the leasing and supervision of the Election System & Software Corp. (ES&S) DS200 Election Equipment/ Express Vote, providing services associated with the Election Reporting Manager/Central Counting Station, and tabulating ballots for the City of Kingsville Recall Election.

This AGREEMENT is entered into in consideration of the mutual covenants and agreements hereinafter set out. IT IS AGREED AS FOLLOWS:

I. ADMINISTRATION

Under the legislative Help America Vote Act (HAVA) compliancy requirement for Texas School and City elections, ES&S has set standard requirements implementing new procedures. Kleberg County having ownership of the HAVA-required voting machines, ES&S has requested that when under contract with other county jurisdictions Kleberg County coordinate all of the City of Kingsville elections through the entire election information process cycle, including ballot and programming needs with ES&S. The Kleberg County Clerk and/or the Staff designee are assigned to be the point of contact for Kleberg County with ES&S during all election cycles. Kleberg County Clerk agrees to lease equipment for the election and tabulate the election with the Central Counting Station, aka Election Reporting Manager, located in the Kleberg County Clerk's office and by the provisions of the Texas Election Code and as outlined in this agreement. The City of Kingsville agrees to pay ES&S for all costs associated with this election, including supplies, programming, and ballot production costs, and to pay the Kleberg County Clerk for the lease of equipment, services, administrative fees, and other costs. Kleberg County Clerk and staff will only serve as administrators for the Central Counting Station and the supervision of the ES&S DS200, Express Vote, and KnowInk Poll Pads; however, The City of Kingsville remains responsible for the lawful conduct of its election.

II. LEGAL DOCUMENTS

The City of Kingsville will provide copies of pertinent orders and/or resolutions to the Kleberg County Clerk. The City of Kingsville will be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by their respective governing body.

III. DIRECT RECORDING ELECTRONIC VOTING MACHINES

Paper ballots are used as the primary way of voting in Kleberg County. Votes from hand-marked paper ballots are entered into precinct electronic voting devices. The City of

Kingsville agrees that voting will be by use of preprinted paper ballots. ES&S DS200 will be used for the tabulation of paper ballots. The system must be approved by the Secretary of State in accordance with the Texas Election Code.

The Kleberg County Clerk will be responsible for the creation of the District's general election on the Texas Election Administration Management System (TEAMS), entering Application for Ballot by Mail (ABBM) information into TEAMS (date application was received, ballot mailed, and ballot received and/or rejected, etc.). The Kleberg County Clerk shall post all District election notices provided by City of Kingsville on the Kleberg County Clerk's website. The Kleberg County Clerk will be responsible for the programming of election equipment, hash validation process, and testing of election equipment.

The City of Kingsville will be responsible for the pick-up and delivery of the voting equipment to each polling place a day before Election Day. The City of Kingsville will be responsible for the return of the voting equipment on the next business day after Election Day.

The Kleberg County Clerk will be responsible for providing technical support during early voting, election day, and any required recount of votes for this election. If repairs of the voting equipment are needed during early voting or election day, Kleberg County Clerk will provide City of Kingsville with the necessary repairs. If a repair is not possible, Kleberg County Clerk will replace the machine as soon as possible.

#### IV. VOTING LOCATIONS

The City of Kingsville will solely select and arrange for the use of and payment for all voting locations.

#### V. ELECTION JUDGES, CLERKS AND OTHER ELECTION PERSONNEL

The City of Kingsville will solely be responsible for the appointment of the presiding judge and alternate for each polling location. The City of Kingsville shall arrange for the training and compensation of all presiding judges and clerks.

The City of Kingsville will solely be responsible for the preparation of all election supplies and delivery of such supplies to its election at the time and place determined by City of Kingsville.

#### VI. RETURNS OF ELECTIONS

Kleberg County Clerk will be responsible for establishing and operating the Central Counting Station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and this agreement.

The participating authorities hereby, in accordance with Sections 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Manager: Salvador "Sonny" Barrera III or designee  
Kleberg County Clerk/Staff Deputy

Tabulating Supervisor: Delma Trevino/Clarissa Moreno or designee  
Kleberg County Clerk/Staff Deputy

City of Kingsville : Mary Valenzuela  
City of Kingsville Secretary or designee

The manager or his/her representative will deliver timely cumulative reports of the election results as polling locations are tabulated. The manager will be responsible for releasing cumulative totals and polling location returns from the election to the Presiding Judge appointed by City of Kingsville. Tabulation information will only be released by the City of Kingsville City Secretary.

Kleberg County Clerk will prepare the unofficial canvass report after all polling locations have been counted and will provide a copy of the unofficial canvass to City of Kingsville as soon as possible after all returns have been tabulated, but not later than 10:00 a.m. the 3<sup>rd</sup> day following the election. City of Kingsville will be responsible for the official canvass of their respective election.

## VII. ELECTION EXPENSES

Costs incurred for paper ballots and programming will be paid to ES&S by City of Kingsville. For purposes of this agreement, the ES&S DS200 and Express Vote together are considered as a single "machine." The Kleberg County Commissioners Court set the leasing fee of (the ES&S DS200 and Express Vote) voting equipment at \$575.00 per machine for leasing to any and other county jurisdictions. Kleberg County assures that this rate is compliant with the election code stipulation stating the maximum amount that a county in which a political subdivision is wholly or partly situated may charge the political subdivision for leasing county-owned equipment is 10 percent of the purchase price of the equipment for each day the equipment is leased. City of Kingsville shall pay to Kleberg County Clerk the rental fee set forth for voting equipment. If staff is needed to complete the job during early voting, election day, and any required recount of votes for this election, together with an additional administrative fee not to exceed ten percent (10%) of the total amount of the contract, as allowed by Texas Election Code, Section 31.100(d).

- a. KnowInk Poll Pad Non-Maintenance Cost: Any non-maintenance repairs are to be paid by the other jurisdiction(s) that damaged the Poll Pad.
- b. Pad Locks: Pad Locks and Keys will be provided to secure the ballot box in which the M100 sits on. Pad Locks and/or Keys lost are to be replaced by the jurisdiction(s) that misplaced them.

A final bill and copies of invoices will be provided to City of Kingsville as soon as all

invoices are collected from ES&S and copies given to the Kleberg County Clerk or within thirty (30) days following election day.

#### VIII. PAYMENT OF FUNDS

City of Kingsville agrees to pay the Kleberg County Clerk within thirty (30) days of receipt of the final bill from the Kleberg County Clerk.

Final payment should be delivered within the mandatory time frames to:

Salvador "Sonny" Barrera III  
County Clerk  
Kleberg County  
P.O. Box 1327  
Kingsville, Texas 78364

#### IX. CONTRACT WITHDRAWAL

If City of Kingsville certifies its election by Sections 2.051, 2.052, and 2.053 of the Texas Election Code, it may withdraw from this contract. Any share of their expenditure incurred before withdrawal shall be billed to City of Kingsville.

#### X. NOTICE

Whenever this agreement requires any consent, approval notice, request, or demand, it must be in writing to be effective and shall be delivered to the party intended to receive it. Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is received by the receiving party via certified mail - return receipt requested, facsimile, or hand-delivery with signature confirmation of receipt by an authorized employee of the receiving party. The parties to this contract are as follows:

Kleberg County Clerk's Office:  
Salvador "Sonny" Barrera III, County Clerk  
P.O. Box 1327  
Kingsville, Texas 78364  
361.595.8548

City of Kingsville :  
Mary Valenzuela, City Secretary  
P.O. Box 1458  
Kingsville, Texas 78364  
361.595.8002

ACCEPTED AND AGREED TO BY CITY OF KINGSVILLE :

APPROVED:

\_\_\_\_\_  
Mary Valenzuela, City Secretary  
City of Kingsville

ATTEST:

\_\_\_\_\_  
Courtney Alvarez, City Attorney  
City of Kingsville

ACCEPTED AND AGREED TO BY THE KLEBERG COUNTY CLERK:

APPROVED:

\_\_\_\_\_  
Salvador "Sonny" Barrera III , Kleberg County Clerk

ATTEST:

\_\_\_\_\_  
Delma Trevino, Chief Deputy

# **AGENDA ITEM #18**

**ORDINANCE # 2026 \_\_\_\_\_**

**AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES CHAPTER III- ADMINISTRATION, ARTICLE 1-CITY COMMISSION, SECTION 1-MEETINGS; PROVIDING FOR REVISION OF MEETING TIME TO 4PM; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.**

**WHEREAS**, there is an interest in moving the time for City Commission meetings from 5pm to 4pm;

**WHEREAS**, the provisions herein are necessary to promote and protect the health, safety, and welfare of the public and to comply with State Law.

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

I.

**THAT** Article 1: City Commission of Chapter III- Administration, of the Code of Ordinances of the City of Kingsville, Texas shall be amended to read as follows:

**Article 1 – City Commission**

**GENERAL PROVISIONS**

**§3-1-1. - Meetings.**

(A) *Time of meetings.* The City Commission shall meet in regular session on the second and fourth Monday of each month at 4:00 p.m. ~~5:00 p.m.~~, in the Helen Kleberg Groves Community Room ~~Commission chambers~~ located at City Hall, 400 West King, Kingsville, Texas.

(B) *Holidays.* The City Commission shall authorize city staff to amend the meeting schedule in the event a regular scheduled meeting date coincides with a city holiday. (Ord. 90024, passed 5-14-90)

(C) *Scheduling of meetings.* Regular or special meetings of the City Commission shall be scheduled as follows:

(1) The City Commission shall meet in accordance with this section.

(2) Any two members of the City Commission may call special meetings of the Commission at any time deemed advisable according to the Charter, Article V, § 12.

(3) If it is known that a quorum of elected officers will not be present for a regularly scheduled meeting and this fact is known 72 hours or more prior to the meeting, the meeting may be rescheduled or cancelled by either the City Manager or the City Commission.

(4) Before the City Manager cancels or reschedules a regular or special meeting of the City Commission he shall get authorization from the Mayor or Mayor Pro Tem, or in their absence, from any member of the Commission.

(1962 Code, § 1-5-5; Ord. 91002, passed 1-28-91)

...

## II.

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

## III.

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

## IV.

**THAT**, as required by the Open Meetings Act, it is officially found and determined that the meeting at which this Ordinance is passed was open to the public and that the public notice of the time, place and purpose was given.

## V.

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

**INTRODUCED** on this the 9<sup>th</sup> day of February, 2026.

**PASSED AND APPROVED** on this the 23<sup>rd</sup> day of February, 2026.

Effective Date: \_\_\_\_\_

\_\_\_\_\_  
Sam R. Fugate, Mayor

**ATTEST:**

\_\_\_\_\_  
Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Courtney Alvarez, City Attorney

## **AGENDA ITEM #19**

**City of Kingsville  
Legal Department**

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TO: Mayor and City Commissioners  
CC: Charlie Sosa, City Manager  
FROM: Courtney Alvarez, City Attorney  
DATE: January 26, 2026  
SUBJECT: Ethics Review Board

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**Summary:** An Ethics Review Board needs to be nominated and voted on by the City Commission as at least one ethics complaint has been received.

**Background:** The City Commission met to discuss the City of Kingsville Ethics Review Board on December 8, 2025 (when notice was given that a complaint had been received and a board needed to be seated in January). The Commission further discussed the board, qualifications, and responsibilities at a meeting on January 12, 2026. However, there still seemed to be questions regarding the board membership, role, and responsibilities at that meeting, so this memo was requested. [Note: The board only reviews complaints of alleged violations of ethics laws.]

The City of Kingsville Code of Ethics is found in the City of Kingsville Code of Ordinances Chapter III, Article 13. (see Sections 3-13-1 through 3-13-57). The regulations regarding the Ethics Review Board are found in ordinance Sections 3-13-36 through 3-13-47. That subsection is detailed as follows:

- 3-13-36 Definitions
- 3-13-37 Structure of the Ethics Review Board
- 3-13-38 Jurisdiction & Power
- 3-13-39 Complaints
- 3-13-40 Ethics Compliance Officer
- 3-13-41 Ethics Panels
- 3-13-42 Hearings
- 3-13-43 Disposition
- 3-13-44 Petition for Declaratory Ruling
- 3-13-45 Advisory Opinions
- 3-13-46 Annual Report
- 3-13-47 Public Records & Open Meetings.

**City of Kingsville  
Legal Department**

As all of the specifics regarding the board are detailed in the ordinances, this memo will only serve to provide an overview of certain aspects.

**MEMBERSHIP**

~The Board is comprised of five members, who serve two-year staggered terms for no more than three two-year terms. (3-13-37(B) & (C)). They serve without compensation. (3-13-37(I)).

~Board members are qualified to serve if: (1) to be residents of the city and (2) to have good moral character. (3-13-37(D)). A board member *cannot* be:

- 1) A salaried city official or employee;
- 2) An elected public official;
- 3) A candidate for elected public office;
- 4) An officer of a political party;
- 5) A parent, spouse, child, or other relative within the second degree of consanguinity or affinity of an elected public official (see attached chart); or
- 6) A lobbyist required to register under Sections 3-13-22 through 3-13-31.

~The Board is to meet each year and elect a chair and a vice-chair from among its members, who will serve one-year terms and may be re-elected. (3-13-37 (H)).

**ROLE**

~The Board has jurisdiction to hear complaints filed within two years of the date of an alleged violation of the ethics laws. (3-13-38(A)). The ethics laws referenced are contained in:

- 1) City of Kingsville Code of Ethics Ordinance,
- 2) City of Kingsville Charter, Article V, Section 4, and
- 3) Texas Local Government Code Chapter 171 (state conflict of interest law applicable to certain local public officials).

**City of Kingsville  
Legal Department**

**RESPONSIBILITIES**

~When the Ethics Review Board receives a complaint, they assign it to an Ethics Panel (three or more board members) who investigate and dispose of the complaint. (3-13-41(A)). The Ethics Panel can decide whether or not to hold a hearing. (3-13-41(C)).

~Section 3-13-38(E) addresses confidentiality regarding the filing and processing of complaints. Notification is discussed in Section 3-13-38(F).

~If a hearing is held, then the regulations regarding hearings found in Section 3-13-42 apply.

~The Ethics Panel will make a written opinion at the end of their decisionmaking stating their findings of fact and conclusions of law. (3-13-43(43)). The opinion shall either:

1. Dismiss the complaint; or
2. Find there has been a violation of the ethics laws and:
  - a. Recommend criminal prosecution (to the appropriate law enforcement agency) and/or
  - b. Recommend civil remedies (to the City Commission); or
  - c. State why no remedial action is recommended.

(3-13-43 (A)&(C)).

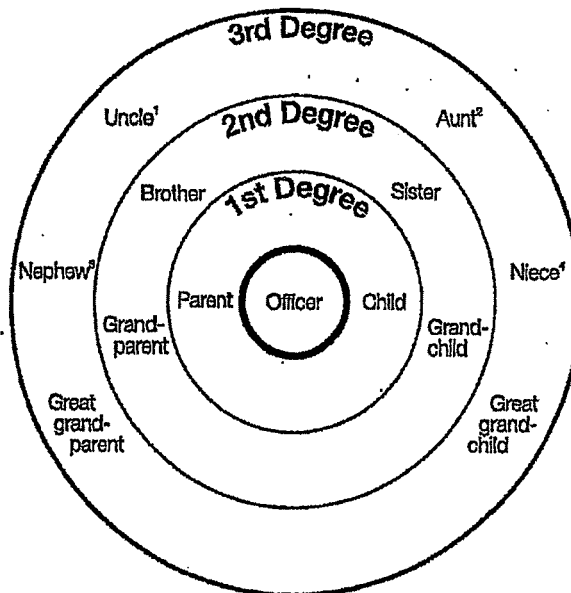
**Financial Impact:** None.

**Action Requested:** Each of the five City Commission members should nominate a citizen meeting the qualifications listed in 3-13-37. At the following meeting, the City Commission should vote on each of the five nominees, so that a five-member Ethics Review Board is empaneled.

## RELATIONSHIPS BY CONSANGUINITY OR AFFINITY

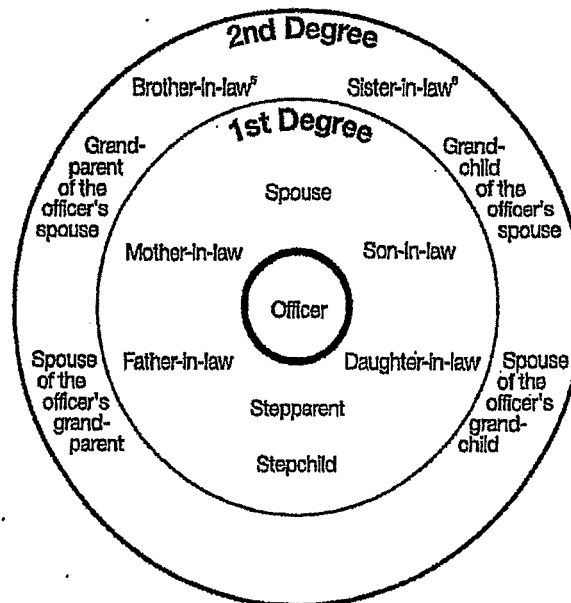
**FIGURE 1**

An Officer's Relatives  
by Consanguinity  
(Blood Relatives)



**FIGURE 2**

An Officer's Relatives  
by Affinity  
(Relatives by Marriage)



<sup>1</sup> Uncle means only an uncle who is a brother of the officer's parent.

<sup>2</sup> Aunt means only an aunt who is a sister of the officer's parent.

<sup>3</sup> Nephew means only a nephew who is a child of the officer's brother or sister.

<sup>4</sup> Niece means only a niece who is a child of the officer's brother or sister.

<sup>5</sup> Brother-in-law means a brother-in-law who is the brother of the officer's spouse or who is the spouse of the officer's sister.

<sup>6</sup> Sister-in-law means a sister-in-law who is the sister of the officer's spouse or who is the spouse of the officer's brother.

ETHICS REVIEW BOARD - in Article 13 of Chapter III of City of Kingsville  
Code of Ordinances

3-13-36. - Definitions.

As used in this subarticle, *ethics laws* includes this Code of Ethics, Tex. Local Gov't Code, Article V, §§ 4 and 171. *Ethical violation* includes violations of any of those enactments. Other terms used in this subarticle are defined in § 3-13-2.

(Ord. 2004-10, passed 5-10-04)

Sec. 3-13-37. - Structure of the ethics review board.

- (A) *Establishment*. There is hereby established an Ethics Review Board, which shall have the powers and duties specified in this subarticle.
- (B) *Composition*. The Ethics Review Board shall consist of five members. The Mayor and each member of the City Commission shall nominate one member of the Board. Each nominee must be confirmed by a majority of City Commission members. Nomination and confirmation of Board members shall be conducted at separate open meetings of the City Commission.
- (C) *Terms of office*. Board members shall be appointed to two-year terms. Initial appointments shall be made so that terms are staggered. No member shall serve for more than three two-year terms.
- (D) *Qualifications*. Members of the Board shall have good moral character and shall be residents of the city. No member of the Board shall be:
  - (1) A salaried city official or employee;
  - (2) An elected public official;
  - (3) A candidate for elected public office;
  - (4) An officer of a political party;
  - (5) A parent, spouse, child, or other relative within the second degree of consanguinity or affinity of an elected public official; or
  - (6) A lobbyist required to register under §§ 3-13-22 through 3-13-31.
- (E) *Removal*. Members of the Ethics Review Board may be removed from office for cause by a majority of the City Commission only after a public hearing at which the member was provided with the opportunity to be heard. Grounds for removal include: failure to satisfy, or to continue to satisfy, the qualifications set forth in division (D); substantial neglect of duty; gross misconduct in office; inability to discharge the powers or duties of office; or violation of any provision in this Code of Ethics.

(F) *Vacancies.* A vacancy shall be filled by a person who will serve for the remainder of the unexpired term. The appointment shall be made by the member of City Commission who is entitled to make appointments to the seat that was vacated, and must be confirmed by a majority of the City Commission.

(G) *Recusal.*

(1) A member of the Ethics Review Board shall recuse himself or herself from any case in which, because of familial relationship, employment, investments, or otherwise, his or her impartiality might reasonably be questioned. A Board member may not participate in official action on any complaint:

- (a) That the member initiated;
- (b) That involves the member of City Commission who nominated him or her for a seat on the Ethics Review Board; or
- (c) During the pendency of an indictment or information charging the member with an offense, or after a finding of guilt of such an offense.

(2) If the number of Board members who are recused from a case is so large that an Ethics Panel cannot be constituted, as provided for in § 3-13-41, the Mayor shall nominate a sufficient number of ad hoc members so that the case can be heard. Ad hoc members of the Ethics Review Board must be confirmed by a majority vote of the City Commission and serve only for the case in question.

(H) *Chair and vice-chair.* Each year, the Board shall meet and elect a chair and a vice-chair from among its members, who will serve one-year terms and may be re-elected. The chair or a majority of the Board may call a meeting of the Board. The chair shall preside at meetings of the Ethics Review Board and perform other administrative duties. The vice-chair shall assume the duties of the chair in the event of a vacancy in that position.

(I) *Reimbursement.* The members of the Ethics Review Board shall not be compensated but shall be reimbursed for reasonable expenses incurred in the performance of their official duties.

(Ord. 2004-10, passed 5-10-04)

Sec. 3-13-38. - Jurisdiction and powers.

(A) *Jurisdiction.*

(1) If a complaint is filed pursuant to § 3-13-39 within two years of the date of an alleged violation of the ethics laws, the Ethics Review Board shall have jurisdiction to investigate and make findings and recommendations concerning:

- (a) Any alleged violation of this Code of Ethics or Article V, Section 4 of the City Charter by any person subject to those provisions, including, but not limited to, current city officials and employees, former city officials and employees, persons doing business with the city, and

persons required to register as lobbyists; or

(b) Any alleged violation by a city official of Tex. Local Gov't Code, § 171, the state conflict-of-interest law applicable to certain local public officials.

(2) The Board shall not consider any alleged violation that occurred more than two years prior to the date of the filing of the complaint.

(B) *Termination of city official's or employee's duties.* The termination of a city official's or employee's duties does not affect the jurisdiction of the Ethics Review Board with respect to alleged violations occurring prior to the termination of official duties.

(C) *Powers.* The Ethics Review Board has power:

- (1) To establish, amend, and rescind rules and procedures governing its own internal organization and operations, consistent with this subarticle;
- (2) To meet as often as necessary to fulfill its responsibilities;
- (3) To designate Ethics Panels with the power to render decisions on complaints or issue advisory opinions on behalf of the Board;
- (4) To request from the City Manager through the City Commission the appointment of such staff as are necessary to carry out its duties;
- (5) To review, index, maintain on file, and dispose of sworn complaints;
- (6) To make notifications, extend deadlines, and conduct investigations both on complaint and as a result of an issue raised out of said complaint;
- (7) To render, index, and maintain on file advisory opinions;
- (8) To provide assistance to the Ethics Compliance Officer of the city in the training and education of city officials and employees with respect to their ethical responsibilities;
- (9) To prepare an annual report and to recommend to the Mayor and City Commission needed changes in ethical standards or procedures; and
- (10) To take such other action as is necessary to perform its duties under this subarticle.

(Ord. 2004-10, passed 5-10-04)

#### Sec. 3-13-39. - Complaints.

(A) *Filing.*

- (1) Any person (including a member of the Ethics Review Board or its staff, acting personally or on behalf of the Board) who believes that there has been a violation of the ethics laws may file a sworn complaint with the City Secretary.
- (2) A complaint filed in good faith is qualifiedly privileged. A person who knowingly makes a false statement in a complaint, or in proceedings before the Ethics Review Board, is subject to criminal prosecution for perjury under § 3-13-51 or civil liability for the tort of abuse of

process.

(B) *Form.*

- (1) A complaint filed under this section must be in writing and under oath and must set forth in simple, concise, and direct statements:
  - (a) The name of the complainant;
  - (b) The street or mailing address and the telephone number of the complainant;
  - (c) The name of each person complained about;
  - (d) The position or title of each person complained about;
  - (e) The nature of the alleged violation, including, if possible, the specific rule or provision of law alleged to have been violated;
  - (f) A statement of the facts constituting the alleged violation and the dates on which or period of time in which the alleged violation occurred; and
  - (g) All documents or other material available to the complainant that are relevant to the allegation;
  - (h) A list of all documents or other material relevant to the allegation and available to the complainant but that are not in the possession of the complainant, including the location of the documents, if known; and
  - (i) A list of all documents or other material relevant to the allegation but unavailable to the complainant, including the location of the documents, if known.
- (2) The complaint must be accompanied by an affidavit stating that the information contained in the complaint is either true and correct or that the complainant has good reason to believe and does believe that the facts alleged constitute a violation of the Ethics Code. If the complaint is based on information and belief, the complaint shall state the source and basis of the information and belief. The complainant shall swear to the facts by oath before a notary public or other person authorized by law to administer oaths under penalty of perjury.
- (3) The complaint must state on its face an allegation that, if true, constitutes a violation of a rule adopted by or a law administered and enforced by the Board.

(C) *Frivolous complaint.*

- (1) For purposes of this section, *frivolous complaint* is a sworn complaint that is groundless and brought in bad faith or groundless and brought for the purpose of harassment.
- (2) By a vote of at least two-thirds of those present, the Board may order a complainant to show cause why the Board should not determine that the complaint filed by the complainant is a frivolous complaint.
- (3) In deciding if a complaint is frivolous, the Board will be guided by the Texas Rules of Civil Procedure, Rule 13, and interpretations of that rule, and may also consider:

- (a) The timing of the sworn complaint with respect to when the facts supporting the alleged violation became known or should have become known to the complainant, and with respect to the date of any pending election in which the respondent is a candidate or is involved with a candidacy, if any;
- (b) The nature and type of any publicity surrounding the filing of the sworn complaint, and the degree of participation by the complainant in publicizing the fact that a sworn complaint was filed with the Board;
- (c) The existence and nature of any relationship between the respondent and the complainant before the complaint was filed;
- (d) If respondent is a candidate for election to office, the existence and nature of any relationship between the complainant and any candidate or group opposing the respondent;
- (e) Any evidence that the complainant knew or reasonably should have known that the allegations in the complaint were groundless; and
- (f) Any evidence of the complainant's motives in filing the complaint.

(4) Notice of an order to show cause shall be given to the complainant, with a copy to the respondent, and shall include:

- (a) An explanation of why the complaint appears to be frivolous; and
- (b) The date, time, and place of the hearing to be held under this section.

(5) Before making a determination that a sworn complaint is a frivolous complaint, the Board shall hold a hearing at which the complainant may be heard; the complainant may be accompanied by counsel retained by the complainant.

(6) By a record vote of at least two-thirds of those present after the hearing under division (C)(5) above, the Board may determine that a complainant filed a frivolous complaint and may recommend sanctions against that complainant.

**(D) Sanctions.**

(1) Before recommending a sanction for filing a frivolous complaint, the Board shall consider the following factors:

- (a) The seriousness of the violation, including the nature, circumstances, consequences, extent, and gravity of the violation;
- (b) The sanction necessary to deter future violations; and
- (c) Any other matters that justice may require.

(2) The Board may recommend the following sanctions:

- (a) A civil penalty of not more than \$500.00;
- (b) Prosecution for perjury;

(c) Any other sanction permitted by law.

(3) The Board may notify the appropriate regulatory or supervisory agency for their appropriate action.

(E) *Confidentiality.* No city official or employee shall reveal information relating to the filing or processing of a complaint except as required for the performance of official duties. Ex parte communications by members of the Ethics Review Board are prohibited by § 3-13-41(D). All papers relating to a pending complaint are confidential.

(1) Except as otherwise provided by this section, all information relating to a sworn complaint known to or in the possession of the Board is confidential. The Board and its staff shall not communicate any information about a sworn complaint, including whether or not a complaint has been filed, to any person other than the respondent, the complainant, and a witness or potential witness identified by the respondent, the complainant, or another witness or potential witness.

(2) Information otherwise confidential under this section may be disclosed by entering it into the record of a formal hearing or a judicial proceeding.

(3) Confidentiality may be waived only if the complainant and each respondent named in the sworn complaint provides a verified, written waiver of confidentiality to the Board.

(F) *Notification.* A copy of a complaint shall be promptly forwarded by the City Secretary to the Ethics Compliance Officer and to the respondent(s), even if the complaint fails to meet the filing requirements of division (B). A complaint that is not sworn as required by division (A), shall not be forwarded by the City Secretary to the Ethics Compliance Officer, but shall be returned to the complainant. The respondent(s) shall also be provided with a copy of the ethics rules and shall be informed:

(1) That, within 14 days of receipt of the complaint, he or she may file a sworn response with the City Secretary;

(2) That failure to file a response does not preclude the Ethics Review Board from adjudicating the complaint;

(3) That a copy of any response filed by the respondent(s) will be provided by the City Secretary to the complainant, who may, within seven days of receipt, respond by sworn writing filed with the City Secretary, a copy of which shall be provided by the City Secretary to the respondent(s);

(4) That the respondent(s) may request a hearing; and

(5) That city officials and employees have a duty to cooperate with the Ethics Review Board, pursuant to § 3-13-41(E).

(G)

*Assistance.* The City Secretary shall provide information to persons who inquire about the process for filing a complaint.

Ord. 2004-10, passed 5-10-04)

Sec. 3-13-40. - Ethics compliance officer.

(A) *City Attorney's Office.*

- (1) The City Attorney or an Assistant City Attorney designated by the City Attorney shall serve as the Ethics Compliance Officer for the city. The Ethics Compliance Officer shall:
  - (a) Receive and promptly transmit to the Ethics Review Board complaints and responses filed with the City Secretary;
  - (b) Investigate, marshal, and present to the Ethics Review Board the evidence bearing upon a complaint;
  - (c) Act as legal counsel to the Ethics Review Board;
  - (d) Issue advisory opinions to city officials and employees about the requirements imposed by the ethics laws; and
  - (e) Be responsible for the training and education of city officials and employees with respect to their ethical responsibilities;
  - (f) Review complaints for legal sufficiency;
  - (g) Recommend acceptance or rejection of complaint within 60 days of date made to the Ethics Review Board; and
  - (h) Request additional information from complainant as needed.
- (2) At least once each year, the Ethics Compliance Officer shall cause to be distributed to each city official and employee a notice setting forth the duties of the Ethics Review Board and the procedures for filing complaints. The Ethics Compliance Officer shall also ensure that such notices are posted in prominent places in city facilities.

(B) *Outside independent counsel.*

- (1) An independent outside attorney, who does not otherwise represent the city, shall be appointed at the recommendation of the City Attorney, to serve as the Ethics Compliance Officer for a particular case:
  - (a) When a complaint is filed relating to an alleged violation of the ethics laws by:
    1. The Mayor or a member of the City Commission; or
    2. A city employee who is a department head or of higher rank;
  - (b) When the Ethics Review Board, at the recommendation of the City Attorney, requests such an appointment; or
  - (c) When requested by the City Attorney.

12/10/20, 10:00 AM Kingsville, TX Code of Ordinances

(2) An independent outside attorney who is appointed has the same duties and authority as the Ethics Compliance Officer under this section.

(C) *Exculpatory evidence.* The Ethics Compliance Officer shall disclose to the Ethics Panel and provide to the person charged with violating the ethics laws evidence known to the Ethics Compliance Officer tending to negate guilt or mitigate the seriousness of the offense.

(Ord. 2004-10, passed 5-10-04)

Sec. 3-13-41. - Ethics panels.

(A) *Assignment to an Ethics Panel.* A complaint received by the Ethics Review Board from the Ethics Compliance Officer shall be promptly assigned to an Ethics Panel consisting of three or more members of the Board, who shall have full power to investigate and dispose of the complaint. Each Ethics Panel shall be constituted according to procedures established by the Board. Any member of an assigned Ethics Panel who recuses himself or herself shall be replaced by another member of the Board according to established procedures if that is necessary to ensure that the Panel has at least three members. The identity of the members of the Ethics Panel shall be revealed to the person charged in the complaint who, for good cause, may request the recusal of any member of the panel.

(B) *Notice of charges.* The Ethics Panel shall consider whether the facts of the case establish a violation of any provision in the ethics laws, regardless of which provisions, if any, were identified in the complaint as having been allegedly violated. However, before the Ethics Panel may find that a violation of a particular rule, the respondent must be on notice that compliance with that rule is in issue and must have an opportunity to respond. Notice is conclusively established: if the complaint alleged that the rule was violated; if compliance with the rule is raised by the a member of the Board or the Ethics Compliance Officer as a disputed issue at a hearing before the Ethics Panel; or if the Board or the Ethics Compliance Officer provides the respondent with written notice of the alleged violation and a 14-day period within which to respond in writing to the charge.

(C) *Scheduling of a hearing.* Regardless of whether the complainant or the respondent requests a hearing, the Ethics Panel has discretion to decide whether to hold a hearing.

(D) *Ex parte communications.* It is a violation of this Code:

(1) For the complainant, the respondent, or any person acting on their behalf to engage or attempt to engage, directly or indirectly, in ex parte communication about the subject matter of a complaint with a member of the Ethics Panel, any other member of the Ethics Review Board, or any known witness to the complaint; or

(2) For a member of an Ethics Panel or any other member of the Ethics Review Board to:

(a) Knowingly entertain an ex parte communication prohibited by division (D)(1); or

- (b) Communicate directly or indirectly with any person, other than a member of the Ethics Review Board, its staff, or the Ethics Compliance Officer, about any issue of fact or law relating to the complaint.

- (E) *Duty to cooperate.* All city officials and employees shall cooperate with the Ethics Review Board and shall supply requested testimony or evidence to assist it in carrying out its charge. Failure to abide by the obligations imposed by this division is a violation of this Code of Ethics.

(Ord. 2004-10, passed 5-10-04)

Sec. 3-13-42. - Hearings.

At any hearing held by an Ethics Panel during the investigation or disposition of a complaint, the following rules apply:

- (A) *General rules.* At least three members of the Ethics Panel must be present for the hearing. Any member of the Ethics Panel who is not present ceases to be a member of the Ethics Panel and may not participate in the disposition of the case. All witnesses must be sworn and all questioning of witnesses shall be conducted by the members of the Ethics Panel or the Ethics Compliance Officer. The Ethics Panel may establish time limits and other rules relating to the participation of any person in the hearing. No person may be held to have violated the ethics laws unless a majority of the Ethics Panel so finds by a preponderance of the evidence.
- (B) *Evidence.* The Ethics Panel shall rely on evidence of which a reasonably prudent person commonly relies in the conduct of the person's affairs. The Ethics Panel shall further abide by the following:
- (1) The Panel shall hear evidence relevant to the allegations; and
  - (2) The Panel shall not consider hearsay unless it finds the nature of the information is reliable and useful.
- (C) *The person charged.* The person charged in the complaint has the right to attend the hearing, the right to make a statement, the right to present witnesses, and the right to be accompanied by legal counsel or another advisor. Only legal counsel to the person charged in the complaint may advise that person during the course of the hearing, but may not speak on his or her behalf, except with the permission of the Ethics Panel. The time permitted for presentation will be at the discretion of the Board.
- (D) *The complainant.* The complainant has the right to attend the hearing, the right to make a statement, and the right to be accompanied by legal counsel or another advisor. Only legal counsel to the complainant may advise the complainant during the course of the hearing, but may not speak on behalf of the complainant, except with the permission of the Ethics Panel. Witnesses may not be presented by the complainant, except with the permission of the Ethics Panel.

Sec. 3-13-43. - Disposition.

(A) *Written opinion.*

(1) The Ethics Panel shall issue a decision within 90 days after the filing of a complaint. The Ethics Panel shall state in a written opinion its findings of fact and conclusions of law. The written opinion shall either:

(a) Dismiss the complaint; or

(b) Upon finding that there that there has been a violation of the ethics laws:

1. Recommend criminal prosecution and/or civil remedies, in accordance with this section; or

2. State why no remedial action is recommended.

(2) If the Ethics Panel determines that a violation has occurred, the opinion shall identify in writing the particular rule or rules violated. If the complaint is dismissed, the grounds for the dismissal shall be set forth in the opinion. The failure of the Ethics Panel to comply within the above time limits may result in the charge being dismissed for want of prosecution. Prior to such dismissal, the complainant will be given notice and an opportunity to request continuance of the action.

(B) *Notification.* Copies of the opinion shall be forwarded to the complainant, the person charged in the complaint, the Ethics Compliance Officer, and any member of the Ethics Review Board who did not participate in the disposition of the case. A copy of the opinion shall also be forwarded to the City Secretary, who shall make it available as authorized by law.

(C) *Recommendations.* A recommendation for criminal prosecution shall be forwarded to the appropriate law enforcement agency. A recommendation of civil remedies shall be forwarded through the Ethics Compliance Officer to the City Commission for action.

(D) *Similar charges barred.* If the complaint is dismissed because the evidence failed to establish a violation of the ethics laws, the Ethics Review Board shall not entertain any other similar complaint based on substantially the same evidence.

(E) *Factors relevant to sanctions.* In deciding whether to recommend, in the case of a violation of the Code of Ethics, criminal prosecution and/or civil remedies, the Ethics Panel shall take into account relevant considerations, including, but not limited to, the following:

(1) The culpability of the person charged in the complaint;

(2) The harm to public or private interests resulting from the violation;

(3) The necessity of preserving public confidence in the conduct of local government;

(4) Whether there is evidence of a pattern of disregard for ethical obligations; and

(5) Whether remedial action has been taken that will mitigate the adverse effect of the ethical violation.

(F) *Civil remedies.* The following civil remedies may be recommended by an Ethics Panel which finds that the ethics laws have been violated:

- (1) Review of the case by the City Manager, or his or her designate, for disciplinary action;
- (2) A suit by the city for damages or injunctive relief in accordance with § 3-13-49;
- (3) Disqualification from contracting in accordance with § 3-13-53;
- (4) Voiding of a contract in accordance with § 3-13-52; and
- (5) A fine in accordance with § 3-13-54.

(G) *Criminal prosecution.* An Ethics Panel may recommend to the appropriate law enforcement agency criminal prosecution under § 3-13-51 or Tex. Local Gov't Code, § 171. Prosecution of any person by the City Attorney for a violation of this Code of Ethics shall not be undertaken until a complaint is disposed of in accordance with this section. However, the absence of a recommendation to prosecute from an Ethics Panel to the City Attorney shall not preclude the City Attorney from exercising his or her prosecutorial discretion to prosecute a violation of this Code of Ethics.

(H) *Commission action.* City Commission shall dispose of a recommendation from the Ethics Review Board within 90 days of receiving such recommendation. The recommendation(s) of the Ethics Review Board may be accepted, rejected, modified, or recommitted one time to said Board for further action or clarification within 15 days of receipt of the recommendation by the City Commission. Within five days of the initial recommendation being recommitted to the Ethics Review Board by the City Commission, the Ethics Review Board shall take further action or make clarification of the matter requested and resubmit the matter to the City Commission.

(Ord. 2004-10, passed 5-10-04)

#### Sec. 3-13-44. - Petition for declaratory ruling.

Any city official or employee against whom public allegations of ethics violations have been made in the media or elsewhere shall have the right to file a sworn statement with the City Secretary affirming his or her innocence, and to request the Ethics Review Board to investigate and make known its findings, and make any relevant recommendations concerning the issue.

(Ord. 2004-10, passed 5-10-04)

#### Sec. 3-13-45. - Advisory opinions.

(A) *Opinions issued by the Ethics Review Board.*

- (1) *Requests by persons other than city officials and employees.*

- (a) By writing filed with the City Secretary, any person other than a city official or employee may request an advisory opinion with respect to the interpretation of the ethics laws, but only with respect to whether proposed action by that person would violate the ethics laws. The City Secretary shall promptly transmit all requests for advisory opinions to the Ethics Compliance Officer and the chair of the Ethics Review Board. (City officials and employees may request advisory opinions from the City Attorney pursuant to division (B).)
- (b) Within 30 days of receipt by the chair of the Ethics Review Board of a request for an advisory opinion, the Board, acting en banc or through a designated Ethics Panel, shall issue a written advisory opinion. During the preparation of the opinion, the Board may consult with the Ethics Compliance Officer of the city and other appropriate persons. An advisory opinion shall not reveal the name of the person who made the request, if that person requested anonymity, in which case the opinion shall be written in the form of a response to an anonymous, hypothetical fact situation. A copy of the opinion shall be indexed and kept by the Ethics Review Board as part of its records for a period of not less than five years. In addition, copies of the opinion shall be forwarded by the chair of the Ethics Review Board, or the Ethics Compliance Officer, to the person who requested the opinion, to the members of the Ethics Review Board, and to the City Secretary. The City Secretary shall make the opinion available as a public record in accordance with the Local Government Records Act. The Ethics Compliance Officer shall promptly post the opinion for a period of no less than five years on the Internet via the City of Kingsville homepage.
- (2) *Opinions initiated by the Board.* On its own initiative, the Ethics Review Board, acting as the full board or through a designated Ethics Panel, may issue a written advisory opinion with respect to the interpretation of the ethics laws as they apply to persons other than city officials and employees if a majority of the Board determines that an opinion would be in the public interest or in the interest of such person or persons subject to the provisions of the ethics laws. Such an opinion may not include the name of any individual who may be affected by the opinion. A copy of any such opinion shall be indexed and kept by the Ethics Review Board as part of its records for a period of not less than five years. In addition, copies of the opinion shall be forwarded by the chair of the Ethics Review Board, or his or her designate, to the Ethics Compliance Officer and to the City Secretary. The City Secretary shall make the opinion available as a public record in accordance with the Local Government Records Act. The Ethics Compliance Officer shall promptly post the opinion for a period of no less than five years on the Internet via the City of Kingsville homepage.
- (3) *Reliance.* If a person reasonably and in good faith acts in reliance on an advisory opinion issued by the Ethics Review Board, that fact may be considered by an Ethics Panel in adjudicating a complaint filed against that person, but does not by itself bar the finding of a violation.

(B) *Opinions issued by the Ethics Compliance Officer.*

(1) *Requests by city officials and employees.*

- (a) By writing filed with the Office of the City Attorney, any city official or employee may request an advisory opinion with respect to whether proposed action by that person would violate the ethics laws.
- (b) Within 30 days of receipt of the request by the Office of the City Attorney, the Ethics Compliance Officer shall issue a written advisory opinion. The advisory opinion shall not reveal the name of the person who made the request, if that person requested anonymity, in which case the opinion shall be written in the form of a response to an anonymous, hypothetical fact situation. Copies of the opinion shall be forwarded by the Ethics Compliance Officer to the members of the Ethics Review Board, to the person who requested the opinion, and to the City Secretary, and promptly posted by the Ethics Compliance Officer for a period of no less than five years on the Internet via the City of Kingsville homepage. The City Secretary shall make the opinion available as a public record in accordance with the Local Government Records Act.

(2) *Reliance.* A person who reasonably and in good faith acts in accordance with an advisory opinion issued by the Ethics Compliance Officer may not be found to have violated the ethics laws by engaging in conduct approved in the advisory opinion, provided that:

- (a) He or she requested the issuance of the opinion;
- (b) The request for an opinion fairly and accurately disclosed all relevant facts; and
- (c) Less than five years elapsed between the date the opinion was issued and the date of the conduct in question.

(Ord. 2004-10, passed 5-10-04)

Sec. 3-13-46. - Annual report.

The Ethics Review Board shall prepare and submit an annual report to the Mayor and City Commission detailing the activities of the Board during the prior year. The format for the report shall be designed to maximize public and private understanding of the Board's operations, and shall include a summary of the content of ethics opinions issued by the Board and a listing of current city lobbyists based on information gathered by the Board from records on file with the City Secretary. The report may recommend changes to the text or administration of this Code of Ethics. The Ethics Compliance Officer of the city shall take reasonable steps to ensure wide dissemination and availability of the annual report of the Ethics Review Board.

(Ord. 2004-10, passed 5-10-04)

Sec. 3-13-47. - Public records and open meetings.

Except as otherwise provided in this subarticle, records relating to an alleged violation of the ethics laws, or the preparation of an ethics opinion requested by a person who asked for anonymity, shall not be open to the public and shall be treated as information that is excepted from public disclosure as required or permitted under the Texas Open Records Act or other law. No meeting or other proceeding relating to an alleged violation of the ethics law shall be treated as open to the public unless closed sessions in connection therewith are not permitted or required by the Texas Open Meetings Act or other law.

(Ord. 2004-10, passed 5-10-04)

## **AGENDA ITEM #20**

# **AGENDA ITEM #21**

## **AGENDA ITEM #22**