

City of Kingsville, Texas

AGENDA CITY COMMISSION

MONDAY, APRIL 27, 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)

Regular Meeting –April 13, 2026.

APPROVED BY:

Charlie Sosa
Charlie Sosa
City Manager

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

1. Public Hearing on request for an alcohol variance for a Package Store Permit (P) for the establishment known as Armadillo Liquors at 409 E. King Ave., Kingsville, TX 78363. (Economic Development & Interim Planning Director).

III. Reports from Commission & Staff.²

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

IV. Public Comment on Agenda Items.³

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

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being discussed separately unless requested by a Commission Member in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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 LEOSE funds for Police Officer training. (Police Chief).
2. Motion to approve final passage of an ordinance amending the Fiscal Year 2025-2026 Budget to appropriate funding for golf cart repairs at L.E. Ramey Golf Course. (Parks Director).
3. Motion to approve final passage of an ordinance amending the Fiscal Year 2025-2026 Budget to appropriate funding for the purchase of a zero turn Scag mower for the L.E. Ramey Golf Course. (Parks Director).
4. Motion to approve final passage of an ordinance amending the Fiscal Year 2025-2026 Budget to accept and expend funds from Kleberg County for the ball field turf installation project at Dick Kleberg Park. (Parks Director).
5. Motion to approve final passage of an ordinance amending the Fiscal Year 2025-2026 Budget to appropriate funds for the 2026 Wings Over South Texas Air Show. (Interim Tourism Director).
6. Motion to approve a resolution authorizing application to, administration of, and acceptance of Edward Byrne Memorial Justice Assistance Grant (JAG) Program Grant #5469902 FY2027 for Real-Time Video and LPR Project 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. (approved 2/23/26, but need to add grant number now). (Police Chief).
7. 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, Grant #5094903; authorizing the Chief of Police to act on the City's behalf with such program; naming Financial Officer; and providing for an effective date. (approved 2/23/26, but need to add grant number now). (Police Chief).
8. Motion to approve a resolution authorizing the City of Kingsville to continue participation in the Texas Main Street Program, authorizing the City Manager to execute the Texas Main Street Locally Designated Program 2026 Contract, and designating Downtown Manger Alicia Tijerina as the Main Street Program Manager for the City of Kingsville to coordinate program activities. (Downtown Manager).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

9. Discuss and consider authorizing an alcohol variance for an Off-Premise Retailer Package Store Permit (P) for the establishment known as Armadillo Liquors at 409 E. King Ave., Kingsville, TX 78363. (Economic Development & Interim Planning Director).
10. Discuss and consider appointment of Mike Salinas as the TAMUK representative on the Hotel Occupancy Tax Advisory Board to fill a two-year term expiring on January 12, 2028. (Interim Tourism Director).
11. Discuss and consider accepting donation of funds from 1PointFive for the Park Healthy Family Partner Program. (Parks Director).
12. Discuss and consider the introduction of an ordinance amending the Fiscal Year 2025-2026 Budget to accept and expend donation from 1PointFive for the Parks Department Healthy Family Events. (Parks Director).
13. Discuss and consider approving a resolution authorizing the submission of Step 1 of an application to the Texas Water Development Board for Water Supply & Infrastructure Grant funds for City water projects. (City Engineer).
14. Discuss and consider a resolution authorizing the City Manager to execute Change Order #5 to the construction contract with R.S. Parker Construction LLC for the GLO CDBG-MIT Contract 22-085-009-D237 Project 2: N. 19th Street- storm water improvements project. (City Engineer).
15. Discuss and consider approving a resolution authorizing the City Manager to execute the Contract between the City of Kingsville, Texas and Global WET LLC for Blower Equipment & Installation for the Kingsville North and South Waste Water Treatment Plants. (City Engineer).
16. Discuss and consider approving a resolution authorizing the Chief of Police to enter into an Interlocal Cooperation Agreement between the Nueces County 105th Judicial District Attorney and the City of Kingsville Police Department. (Police Chief).
17. Discuss and consider approving a resolution authorizing the Chief of Police to execute a Multiple Use Agreement and Supplemental Agreement with the Texas Department of Transportation for construction, maintenance and operation of pole mounted LPR's within the highway right of way. (Police Chief).
18. Discuss and consider approving a resolution authorizing City staff to execute a Bank Night Depository Agreement with Kleberg Bank, N.A. on behalf of the City of Kingsville and designating authorized signers. (Interim Finance Director).
19. Discuss and consider the renewal of Windstorm & Hail Insurance, including named storms, through Victor Insurance Managers LLC as per staff recommendation. (for May 1, 2026-May 1, 2027). (Human Resources Director).
20. Discuss and consider authorizing purchase and installation of Network Cabling, Access Control Devices, Security Cameras, and Firefighter Alerting System from American Integrated Solutions of Corpus Christi, Texas for Fire Station #3 via the Goodbuy Purchasing Cooperative, as per staff recommendation. (IT Director).
21. Discuss and consider authorizing purchase of a 2026 John Deere 444 G-Tier Wheel Loader for the Street Division from Doggett Heavy Machinery Service LLC via the Sourcewell Purchasing Cooperative, as per staff recommendation. (Public Works Director).

22. Discuss and consider approving a resolution authorizing the City Manager to enter into a Professional Services Agreement between Hanson Professional Services Inc. and the City of Kingsville for the Landfill Southside Drainage Project. (Public Works Director).

VII. Adjournment.

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

NOTICE

This City of Kingsville and Commission Chambers are wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at 361/595-8002 or FAX 361/595-8024 or E-Mail mvalenzuela@cityofkingsville.com for further information. Braille Is Not Available. The City Commission reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, Section 551-071 (Consultation with Attorney), 551-072 (Deliberations about Real Property), 551-073 (Deliberations about Gifts and Donations), 551-074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551-086 (Certain Public Power Utilities: Competitive Matters), and 551-087 (Economic Development).

I, the undersigned authority do hereby certify that the Notice of Meeting was posted on the bulletin board at City Hall, City of Kingsville, 400 West King Avenue, Kingsville, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time:

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

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

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

**MINUTES OF PREVIOUS
MEETING(S)**

APRIL 13, 2026

A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, APRIL 13, 2026, IN THE HELEN KLEBERG GROVES COMMUNITY ROOM, 400 WEST KING AVENUE, KINGSVILLE, TEXAS, AT 5:00 P.M.

CITY COMMISSION PRESENT:

Sam R. Fugate, Mayor
Edna Lopez, Commissioner
Norma Alvarez, Commissioner
Hector Hinojosa, Commissioner
Leo Alarcon, Commissioner

CITY STAFF PRESENT:

Charlie Sosa, City Manager
Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
Derek Williams, Systems Administrator
Kyle Benson, IT Director
Leticia Salinas, Accounting Manager
Susan Ivy, Parks Director
Charlie Cardena, Engineer
Emilio Garcia, Health Director
John Blair, Police Chief
Bill Donnell, Public Works Director
J. J. Adame, Fire Chief
Monika Donnell, Municipal Court Supervisor
Rebecca Duke, Interim Tourism Director
Alicia Tijerina, Downtown Manager/Special Events Coordinator
Richard Salinas, Jr. Tourism

I. Preliminary Proceedings.

OPEN MEETING

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

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

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

MINUTES OF PREVIOUS MEETING(S)

Regular Meeting – February 9, 2026

Regular Meeting – February 23, 2026

Regular Meeting – March 9, 2026

Regular Meeting – March 23, 2026

Motion made by Commissioner Lopez to approve the minutes of February 9, 2026, March 9, 2026, and March 23, 2026 as presented, seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Lopez, Alvarez, Hinojosa, Alarcon, Fugate voting “FOR”.

Motion made by Commissioner Lopez to approve the minutes of February 23, 2026 as presented, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Alvarez, Alarcon, Lopez, Fugate voting “FOR”. Hinojosa “ABSTAINED”.

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

None.

III. Reports from Commission & Staff.²

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

Mr. Charlie Sosa, City Manager, reported on the Trash Off event that occurred this past weekend. He stated that the event was very successful and thanked all who donated their time to assist with it. Sosa further gave a brief report on city street projects. Mr. Sosa further mentioned upcoming events in Kingsville, Wings Over South Texas Air Show on April 18 & 19, 2026; Loteria Weekend on April 25, 2026.

Ms. Courtney Alvarez, City Attorney, reported that the next city commission meeting is scheduled for April 27, 2026.

Commissioner Alvarez thanked everyone who assisted with the Trash Off event this past weekend.

Commissioner Lopez reported that it is National Public Telecommunicators Week and Animal Control Week. Lopez thanked all those in the profession for their hard work.

Mayor Fugate read and presented a Proclamation for First South Texas AI Symposium. Fugate also presented Mr. Emilio Garcia, Health Director with an anniversary gift for his year of being with the City of Kingsville.

IV. Public Comment on Agenda Items.³

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

Joel Saenz, 307 W. Ailsie commented that he read something in the paper about possible lawsuits coming out of not knowing the charter or not reading the charter. He further commented that he would like the commission to know that there are also the possibilities of EEOC violations of 1964, Equal Employment Opportunity Commission. This is something to look at. He also commented that some of the people that are up here have been named in open letters request. He commented that he hopes it doesn't get to that but there is in his past that he knows of there are at least three complaints that have been filed. EEOC policy.

Lance Hamm, 912 S. Creek commented that he would like to get things on the record and he does not know if the City Attorney will put on the record or when you will put on the record. He commented that he had sent an email to all, primarily referring to violations to the Open Meetings Act. Talking about city business in an open forum without notice to the public, which has happened multiple occasions. As it was stated on the email, it would have been nice for the city attorney to have her ducks in a row when it happened on the 23rd of March where she simply could have said Subsection 551.001 4(b) reaches gatherings of a quorum of a governmental body, even when the members of the quorum do not participate

in deliberations among themselves or with third parties. Instead of saying that which was directly read from the Open Meetings Act, saying something like you are not discussing it, you are making a statement, which is absolutely, in his opinion, unacceptable for a city attorney to give counsel to this commission on such a layman's term. This commission should ask her, put her on the spot and say where are you getting that information from, give it to me, read it to us. She would have read that you can't talk about city business without notice to the public. Hamm further commented that as he finishes his comments here today, you don't go back and post on Facebook that Lance Hamm is a bully, bullying the city attorney for not doing this or that. He stated that TML had ruled in 2016, and this is there ruling, it is essentially impossible for a Facebook post, Tweet, or SnapChat message to meet the open meetings act notice requirements. He further commented that basically it is an open meeting on Facebook or social media if you are talking about city business and you're a commissioner or if you are subject to the open meetings act. He commented to please clean up the illegal behavior. Right now is the time to talk about city business, open meeting, everybody is here, everybody has the notice. After this meeting, zip it. Wait until the next meeting to talk about city business. That is what the open meetings act is all about. You let us know what you are going to talk about and we show up and we listen and we can expect what you are going to talk about on the agenda and it's an open meeting. There is a law relating to that, so please let's stick to the law.

Ali 225 Golf Course Road commented that he is writing a book on AI and would like to propose welcoming AI Data Center to Kingsville and the Robstown refinery that is coming up, if you significantly improve the quality of your schools then a lot of those people will come and live in Kingsville. They will go wherever the best schools are. If you want to attract a lot of those people then you want to upgrade the schools. He further commented that Kingsville has a problem with transportation for the university students. They can't find anyway to get around. You should change your loss to encourage the arrival of Robotaxi's like Waymo and Amazonzook and Tesla Robotaxi.

Elizabeth Ramos, 615 Elizabeth, commented that she is going to utilize this open meetings space and comment to respond to Lance Hamm's comments. As someone who sat on committees in the past and sat on the Board of Trustees at KISD and spoken to attorney's about this, someone who is adamant about having interaction in a public space to hear your constituents that was one of the one things that I wanted to make sure that she knew while she was a Trustee. She has been to plenty continuing education courses on this matter and have spoken with attorney's as well and she has never read anything where an elected official cannot go online and post what they think about the city or ask people what they think about the city. Whether it be specific on a certain subject happening in the city, ect.. We were actually encouraged to do those things on social media because as it is a new avenue to reach your constituents. There was issue such as talking about personnel, which is not allowed, and another issue is when other elected official within the same body were commenting on the post and liking on the post, that was considered against the law against Texas Open Meetings Act. As far as someone putting on about how do you feel about summer school or eight weeks instead of four, that is ok. It is perfectly fine to communicate with your constituents. There is nothing against the law on it, doesn't need an agenda. As far as Texas Open Meetings Act there are laws when you hold a meeting inside of an open meeting, that is completely different. Ramos further commented that she just wanted to point this out as she has never heard of it or never seen a law and she was encouraged to do those things which she's seen online.

V.

Consent Agenda

Notice to the Public

The following items are of a routine or administrative nature. The Commission has been furnished with background and support material on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Commission Member in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence

after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

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

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

None.

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

1. Discuss and consider accepting donation of an oak tree from the Kingsville Noon Lions Club and location of same. (Commissioner Lopez).

Commissioner Lopez stated that the Lions Club had approached her about the donation of an oak tree. She further stated that the oak tree would be planted in the area next city hall.

Motion made by Commissioner Alarcon to approve the donation of an oak tree from the Kingsville Noon Lions Club and location of same, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Lopez, Alvarez, Hinojosa, Alarcon, Fugate voting "FOR".

2. Discuss and consider the renewal of Windstorm & Hail Insurance, including named storms, through Victor Insurance Managers LLC as per staff recommendation. (continue with TWIA for proposed renewal premium of \$18,075 for May 1, 2026 - May 1, 2027). (Human Resources Director).

Mr. Sosa stated that this item authorizes the City of Kingsville to enter into a renewal contract with Victor Insurance Managers LLC, of Dallas, TX, for Windstorm & Hail Coverage, including named storms for May 1, 2026, through May 1, 2027. Victor Insurance Managers LLC reached out for windstorm renewal proposals on behalf of the city. The city currently has six carriers providing windstorm coverage policies. One of the policies is with Texas Windstorm Insurance Association (TWIA) that insures \$4,214,000 of the city's buildings and/or structures for an annual premium of \$18075. This is only a portion of the city's buildings and/or structures. TWIA has issued a final proposal with no increase in premiums for May 1, 2026, through May 1, 2027, and it is presented to you for consideration. The remainder of the building and/or structures will be presented separately. TWIA requires receipt of payment prior to issuing policies. It is necessary to bring this partial windstorm coverage item before the commission for consideration to allow time for city departments to process payments, if approved. There is no proposed increase for TWIA to continue coverage. Windstorm insurance premiums are budgeted in the prepaid liability account and subsequently charged to specific line items in the different funds. It is staffs recommendation to continue with TWIA and the proposed renewal premium of \$18,075 for May 1, 2026, through May 1, 2027.

Motion made by Commissioner Hinojosa to approve the renewal of Windstorm & Hail Insurance, including named storms, through Victor Insurance Managers LLC as per staff recommendation. (continue with TWIA for proposed renewal premium of \$18,075 for May 1, 2026 - May 1, 2027), seconded by Commissioner Alarcon. The motion was passed and approved by the following vote: Alvarez, Hinojosa, Alarcon, Lopez, Fugate voting "FOR".

3. Discuss and consider accepting award of Law Enforcement Officer Standards and Education (LEOSE) funds from the Texas Comptroller of Public Accounts for the Kingsville Police Department. (Police Chief).

Mr. John Blair, Chief of Police, stated that the police department is requesting approval for acceptance of funds from the Texas Comptroller of Public Accounts and a budget amendment to place the funds in Fund 009 for training. The Comptroller is directed by the Occupations Code, Section 1701.157 to make an annual allocation from the LEOSE account to qualified law enforcement agencies for expenses related to continuing education of persons licensed under Chapter 1701, Occupation Code. Of the account, 20% is allocated equally among the qualified agencies. The remaining 80% is allocated on the basis of the number of eligible law enforcement positions each agency has as of January 1st of the preceding calendar year. A total of \$6,631.25 was received for training use by the City of Kingsville Police Department.

Motion made by Commissioner Lopez to approve the acceptance of an award of Law Enforcement Officer Standards and Education (LEOSE) funds from the Texas Comptroller of Public Accounts for the Kingsville Police Department, seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Hinojosa, Alarcon, Lopez, Alvarez, Fugate voting "FOR".

4. Discuss and consider introduction of an ordinance amending the Fiscal Year 2025-2026 Budget to accept and expend LEOSE funds for Police Officer training. (Police Chief).

Introduction item.

5. Discuss and consider introduction of an ordinance amending the Fiscal Year 2025-2026 Budget to appropriate funding for golf cart repairs at L.E. Ramey Golf Course. (Parks Director).

Mrs. Susan Ivy, Parks Director, stated that this is a budget amendment to provide funding in the amount of \$13,943.26 to pay for repairs for golf carts. The first bill lists 12 carts that all have similar issues such as steering alignment and repairs, shock absorbers, and assembly issues. Most of these issues are a combination of misuse of carts by patrons driving on the course and a couple of places on the cart path that need repairs. This bill will total to \$11,234.88. The second bill is for \$2,718.38 is, the result of a young golfer who was working temporarily at the course, not looking where he was going, and ran the cart into a tree. Staff have filed all of these as claims to the city's insurance and are working with the HR Specialist for the resolution of any opportunities that can assist with reimbursement. An additional \$13,943.26 would be added to the Golf Course budget to fund the repair of these carts. Funding would be moved from line item 001-5-1030-86000 city special budget amendment reserve and placed into 001-5-4502-71200, Golf Course Equipment Maintenance.

Commissioner Lopez asked if staff contacted Mrs. Benys regarding her golf tournament event to see how many golf carts would be needed for that event.

Mrs. Ivy responded that these carts should be back in service for her tournament. However, if all the carts are in service, the city does not have enough to service her tournament. Ivy further stated that Mrs. Benys brought in 25 carts, herself, from San Antonio. This is a discussion that will need to take place as to whether the city is going to take on that and charge the fees.

Commissioner Lopez asked for staff to make contact with Mrs. Benys as Mrs. Benys is worried about that and work with her and see what she needs.

Commissioner Alvarez asked if these carts were on a lease.

Mr. Sosa responded that they are on a lease, but this is our part we have to pay for and not part of the warranty.

Commissioner Hinojosa asked if the golf carts were electric. Mrs. Ivy responded yes.

Commissioner Lopez commented that staff may want to look into the fees for these golf carts in the event that something happens.

Ms. Alvarez commented that this is something that can be placed on a future agenda, if the commission wishes to do so, as the item listed tonight which is for repairs to the golf carts.

Introduction item.

6. Discuss and consider introduction of an ordinance amending the Fiscal Year 2025-2026 Budget to appropriate funding for the purchase of a zero turn Scag mower for the L.E. Ramey Golf Course. (Parks Director).

Mrs. Ivy stated that currently, outside our specific mowers, we only have a zero turn to cut roughs, surrounds, and outside of the tee boxes and certain fairways. While the fairway mover can cut most fairways because of the terrain, there are certain areas it can't get to. With only one zero-turn mower, it's a pretty hard ask to get everything done. It is being requested that an additional \$16,464 be added to the Golf Course budget to fund the purchase of this mower. Funding would be moved from the city's special budget amend reserve and placed into the golf course machinery and equipment.

Introduction item.

7. Discuss and consider accepting funds from Kleberg County for the joint ball field turf installation project at the ball fields at Dick Kleberg Park. (Parks Director).

Mrs. Ivy stated that this budget amendment would approve a budget amendment to record receipt of a \$10,500 check from Kleberg County for the turf installation on ball field at Dick Kleberg Park. The City of Kingsville, Kleberg County, and Kingsville Pony League each committed \$10,500 to fund the installation of turf home plates on three ball fields at Dick Kleberg Park. We have paid for two of the fields and Pony League has paid for one. This check from the county reimburses the city for the county's share of the project.

Motion made by Commissioner Lopez to approve the acceptance of funds from Kleberg County for the joint ball field turf installation project at the ball fields at Dick Kleberg Park, seconded by Commissioner Alarcon. The motion was passed and approved by the following vote: Alarcon, Lopez, Alvarez, Hinojosa, Fugate voting "FOR".

8. Discuss and consider introduction of an ordinance amending the Fiscal Year 2025-2026 Budget to accept and expend funds from Kleberg County for the ball field turf installation project at Dick Kleberg Park. (Parks Director).

Introduction item.

9. Discuss and consider approving confirmation of Commissioner Lopez's nominee for the City of Kingsville Ethics Review Board. (City Attorney).

Ms. Alvarez stated that this is for confirmation of Commissioner Lopez's nominee Ms. Becky Trant, for the City of Kingsville Ethics Review Board.

Motion made by Commissioner Alvarez to approve the confirmation of Commissioner Lopez's nominee Ms. Rebecca Trant for the City of Kingsville Ethics Review Board, seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Lopez, Alvarez, Hinojosa, Alarcon, Fugate voting "FOR".

10. Discuss and consider approving sponsorship for the Wings Over South Texas Air Show at Naval Air Station Kingsville. (April 18-19, 2026). (Interim Tourism Director).

Ms. Rebecca Duke, Interim Tourism Director stated that this the City of Kingsville is a top sponsor for the Wings Over South Texas Airshow. The sponsorship is in the amount of \$35,000 to be funded by the Tourism Department's budget.

Motion made by Commissioner Alvarez to approve the sponsorship for the Wings Over South Texas Air Show at Naval Air Station Kingsville. (April 18-19, 2026), seconded by Commissioner Alarcon.

Commissioner Lopez asked Mr. Sosa why this item was being considered so late, being that the airshow is this upcoming weekend. Have funds been spent.

Mr. Sosa stated that no funds have been spent. The sponsorship check has not been sent out. There has been advertisement but as for the sponsorship check, that has not been given. He further stated that it was an oversight on his side with all that was going on and he did not budget for this last year. This is for a budget amendment from the Tourism to spend the \$35,000.

Commissioner Hinojosa asked if this was coming from Tourism Funds. Mr. Sosa responded yes.

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

11. Discuss and consider introduction of an ordinance amending the Fiscal Year 2025-2026 Budget to appropriate funds for the 2026 Wings Over South Texas Air Show. (Interim Tourism Director).

Introduction item.

12. Discuss and consider distribution of the allotment of sponsorship tickets & chalet options for the Wings Over South Texas Air Show weekend. (Interim Tourism Director/City Attorney).

Ms. Duke stated that a lottery drawing will be held among employees who submit their names for tickets.

Motion made by Commissioner Lopez to approve the distribution of the allotment of sponsorship tickets & chalet options for the Wings Over South Texas Air Show weekend to be a lottery for employees for either Saturday or Sunday and for commission members to receive two tickets, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Hinojosa, Alarcon, Lopez, Alvarez, Fugate voting "FOR".

13. Discuss Ranch Hand weekend and 2025 activities, attendance, and financials. (Commissioner Lopez/ Mayor Fugate).

Commissioner Lopez stated that she had requested this item to be placed on the agenda because she attended a Hotel Occupancy Tax Board (HOT) meeting in which there was some information that those discrepancies from the information that the city commission received on December 9th from the Tourism Office, and the information that was presented to the HOT Board. There was conflicting information, conflicting financial information, and conflicting information on attendance. Lopez stated that there was a lot of misinformation.

She further commented that the Tourism Department had stated that they had made \$6,500 in profit when, in reality, it was presented to the HOT Board that they were \$17,288.88 in the red. This was a red flag to her, and she felt that the commission had never been given a report on this and did not receive a report on this last year either. The only report that has been received was from the year before back in 2023 when we had a non-profit, CASA, and they were given \$49,000. Lopez stated that it was time for the commission to discuss what happened, how come the commission was given that information on December 9th and something different was presented to the HOT Board.

Mr. Sosa asked Ms. Duke if she had created a spreadsheet that he was holding in his hands. Ms. Duke responded no. Sosa further asked if she knew who had created that spreadsheet. Ms. Duke responded that it was created by Mrs. Alicia Tijerina. Mr. Sosa then stated that he had gone back to the Finance Department and asked them to do a reconciliation of the expenditure and revenues that came in for that event. He further stated that the spreadsheet was done by Mrs. Tijerina which has a lot of discrepancies in it that were found. Sosa further stated that as she is not Finance, the Finance team went back and did a reconciliation on everything that was spent and the totals that the Finance Department came up with was a minus of \$6,636. When the previous Tourism Director, Mrs. Connie Womack, was with the city, there was still some invoices that had not been paid as they were just received recently. This was for IHeart radio and some broadcasting. Sosa stated that the spreadsheet had false information that was presented to the HOT Board and stated that he now owes them an apology and when he spoke to them afterwards he told them that he would look into it and now we have the proper documentation to present, which he would be happy to present to the commission and explain it to them so we can let it die today.

Commissioner Lopez asked Mr. Sosa what he meant by stating let it die.

Mr. Sosa stated that the city is not in the business to make a profit. This was the Tourism Directors at the wheel at the time. She was new and had been there not even six months when this happened. It was inevitable that we weren't going to have a loss. A lot things had changed and she continued the event as it had been in the past as that is the way it had traditionally been done. So she did the event, to which he thinks it was a great success. Did we have the attendance, no the attendance wasn't there, but she put on a great event as he was present for the event and enjoyed it. Now that we are minus \$6,600 that is part of the business of doing an event. Not all events will be profitable. Sosa stated that moving forward he would ask the commission if they would like to continue with this event, of the concert after the event or we could look at other directions. He further stated that it would be up to the commission and he will follow whatever advice he receives from the commission.

Mayor Fugate asked if this was for Tourism. Mr. Sosa responded yes. Mayor Fugate commented that he thinks that Tourism needs to lead the way on this. Allow that department to say what they would like to do. Mr. Sosa responded that he agrees.

Commissioner Hinojosa asked if they provide a profit or loss for each event to the city or if this is the first time this has been done. He further asked who was the motive behind it.

Mr. Sosa responded that this was the first time we have actually done a profit/loss on any of the events. From the previous years we never had any records, this is the first time there were records of a profit/loss. He stated that he did not know as there was always a non-profit involved in the mix so it was between Tourism and the non-profit. He further stated

that he never received any type of generated expenditures or revenues as to what was actually spent and what was brought in. Sosa stated that it was all hearsay and therefore he does not know and he is unable to answer that question.

Commissioner Hinojosa commented that there are different circumstances for the events. He stated that maybe these people got tired of making contributions for any event that was pulled out by the Tourism Department. He stated that people do get tired and maybe some other factors came into play that may have created this loss. The \$17,000 versus the \$6,000 is a big difference to somebody and this report was generated by the Finance Department. He further stated that hopefully in the future they can get together and come up with some correct figures.

Mayor Fugate commented that it is more money than \$6,000 because when they were doing the Wine Walks and collected money for the charitable organizations every year they averaged about \$50,000, which is \$50,000 they didn't get this year. So this is really more than \$6,000 that we didn't get. He stated that from what he can see the difference was that there were not enough sponsors and particularly table sponsors. He stated that when he was there that night, there were not a lot of people sponsoring tables. He stated that he had attended an event for another organization where they had 32 table sponsors at \$1,200 a table.

Mr. Sosa stated that this was a learning curve for the Tourism Director that was there at that time. He stated that he is not pointing fingers at anybody or less sponsorship, this is what it turned out to be.

Commissioner Alvarez commented that the money from the Wine Walks was not generated from the Wine Walk itself, it was from sponsors and donations as she went to many of those Wine Walks and there like nobody there. It wasn't from people going there and buying passports.

Mayor Fugate commented that it shouldn't be said that there was nobody there, as there were people in attendance.

Commissioner Alvarez stated that not to where they generated \$56,000. Those were already donations that were given.

Mayor Fugate stated that the initiatives were with the Wine Walk and you will find that the downtown merchants would love to see that come back.

Commissioner Lopez commented yes. She further stated that she does not know why we stopped using the non-profit. She further stated that in 2023 \$49,000 was given to CASA, and there is documentation on that as she saw it. Last year it was Weavers of Love, but no information was ever received on what they received. She stated to Mr. Sosa, that last year there probably wasn't anything, but the year before it was there. She stated that using the non-profits you have built in volunteers and they encourage the folks to come and on subsequent years that they are not doing it, they still come as they promoted it. You help your citizens. Lopez further stated that her concern is who gave her that information that was presented to the commission on December 9th. Why would you all give her that information to come in and tell the commission and to state that there was 3,500 people at the tree lighting, there was no way that many people were at the tree lighting. Lopez further stated to Mr. Sosa, that if he looks at that report, she doesn't think that the illegal electric box that was placed on the Fuentes property, which is still there, was added to the

spreadsheet. She further stated that, going back to all this, the choice of music had a lot to do with it. There were a lot of factors that made it unsuccessful. To say that we didn't lose money, there was a loss, and the non-profits didn't receive anything.

Mr. Sosa stated that it was a learning curve.

Commissioner Hinojosa stated that what is being said is that a lot of money came in, but he never saw any documentation to that effect. He stated that he would rather see something in writing and compare the sponsorship from one event to another. The sponsor are getting tired of contributing money to all these events. He further stated that he has not seen a report on heads on beds that come in for these events, such as the Wine Walks and Ranchhand Breakfast. He stated that maybe there was information but he never did see that information.

Commissioner Lopez commented to Mr. Sosa that for him to say that it was all wrong that Mrs. Tijerina did was not fair, because some of the things that were coded weren't correct, but lets not blame anybody as it is not fair to her who works hard as they all do.

Mr. Sosa commented that he agrees, but when someone wants to generate a report, he would like for the Finance Department to be involved to get the true numbers for the event.

Commissioner Lopez commented that as he is the leader, that is correct. She further stated that the HOT Board had mentioned that they would like to be involved in the process of hiring the next Tourism Director. She stated also that they were upset about the grant that they were not told about, the \$40,000 that will be spent in revamping the website. Lopez further stated that as she had never been to a HOT Board meeting, she noticed that they had many concerns.

Commissioner Hinojosa commented that he agrees that they shouldn't be pointing fingers at anybody. There was just lack of communication from one department to another department that didn't get together to finalize these figures. It is unfair for the person that stated that there was a \$6,000 profit and for the Finance Department to be blamed that we told her, as we don't know where she got those numbers. It is unfair to point fingers at anybody.

Mayor Fugate stated that someone had told him that the 3,500 attendees that was said to be at the tree lighting, it was including everyone that was coming in and our from HEB.

VI. Adjournment.

As there was no further business to come before the City Commission, the meeting was adjourned at 6:00 p.m.

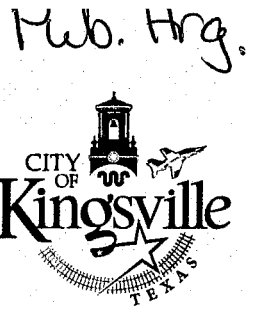
Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, TRMC, City Secretary

PUBLIC HEARING(S)

PUBLIC HEARING #1



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

MEMO

Date: April 14, 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 approval from the City Commissioners and Mayor to approve an alcohol variance for a Off-Premise Retailer License/Permit -Package Store Permit for an establishment known as Armadillo Liquor, located at 409 E King Avenue, Kingsville Texas 78363.**

Summary: On March 9, 2026, James Byrom applicant, Armadillo Liquor, owner, requested an alcohol license for a Package Store Permit for an off-premise business known as Armadillo Liquor which would be located at 409 E. King Avenue, Kingsville, Texas.

Background: One childcare facility, "Tiny Einstein Nursery" is located within 300' of this proposed establishment. 30 letters were sent out; the City has received no concerns as of today.

Recommendation: The department recommends approval.

Manny Salazar
Economic Development and Interim Planning Director



received
3.9.2024

**Required
Certifications**

Join TABC in the fight against human trafficking

L-CERT (7/2025)

Submit this form to the proper officials to obtain certification for the type of license/permit for which you are applying as required by TX Alc. Bev. Code, Sections 11.37, 11.39, 11.46(b), 61.37, 61.38, 61.42 and Rule §33.13. This Required Certifications form must be submitted with your Initial Application form.
Contact your local TABC office for assistance.

LOCATION INFORMATION

1. Trade Name of Location (Name of restaurant, bar, store, etc.) ARMADILLO LIQUORS			
2. Owner of Business/Applicant (Name of Corporation, LLC, etc.) ARMADILLO LIQUORS LLC			
3. Type of Owner <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Other: _____			
4. Location Address 409 E KING AVE			
City KINGSVILLE	County KLEBERG	State TX	Zip Code 78363
5. Mailing Address 1614 WEST SANTA GERTRUDIS ST			
City KINGSVILLE	County KLEBERG	State TX	Zip Code 78363
6. Business Telephone Number PENDING	Alternate Telephone Number 936-539-4959	E-mail Address aalpserveu@gmail.com	
7. Application for:			
<input checked="" type="checkbox"/> Original	<input type="checkbox"/> Reinstatement License/Permit Number	<input type="checkbox"/> Reinstatement and Change of Trade Name License/Permit Number	
	<input type="checkbox"/> Change of Location License/Permit Number	<input type="checkbox"/> Change of Location and Trade Name License/Permit Number	
8A: Type of Off-Premise Retailer License/Permit:			
<input type="checkbox"/> BF Retail Dealer's Off-Premise License	<input type="checkbox"/> E Local Cartage Permit	<input checked="" type="checkbox"/> P Package Store Permit	
<input type="checkbox"/> BQ Wine and Malt Beverage Retail Dealer's Off-Premise Permit	<input type="checkbox"/> ET Third-Party Local Cartage Permit	<input type="checkbox"/> Q Wine Only Package Store	
<input type="checkbox"/> LP Local Distributor's Permit			
8B: Type of On-Premise Retailer License/Permit:			
<input type="checkbox"/> BE Retail Dealer's On-Premise License	<input type="checkbox"/> E Local Cartage Permit	<input type="checkbox"/> MB Mixed Beverage	
<input type="checkbox"/> BG Wine and Malt Beverage Retail Dealer's On-Premise Permit	<input type="checkbox"/> FB Food and Beverage Certificate	<input type="checkbox"/> WP Waterpark Permit	
<input type="checkbox"/> BP Brewpub License	<input type="checkbox"/> LH Late Hours Certificate		
8C: Type of Wholesaler's, Distributor's, or Manufacturer's License/Permit:			
<input type="checkbox"/> BB General Distributor's License	<input type="checkbox"/> D Distillers and Rectifiers Permit - allows on-premise consumption	<input type="checkbox"/> S Nonresident Seller's Permit	
<input type="checkbox"/> BC Branch Distributor's License	<input type="checkbox"/> DS Out-of-State Winery Direct Shipper's Permit	<input type="checkbox"/> SD Brewer's Self-Distribution License	
<input type="checkbox"/> BN Nonresident Brewer's License	<input type="checkbox"/> G Winery - allows on-premise consumption	<input type="checkbox"/> W Wholesaler's Permit	
<input type="checkbox"/> BW Brewer's License	<input type="checkbox"/> J Bonded Warehouse	<input type="checkbox"/> X General Class B Wholesaler Permit	
<input type="checkbox"/> JD Bonded Warehouse (Dry Area)			
9: For On or Off-Premise Applicants, Indicate Primary Business Type at this Location:			
<input type="checkbox"/> Bar	<input type="checkbox"/> Grocery/Market	<input checked="" type="checkbox"/> Package Store	<input type="checkbox"/> Sexually Oriented
<input type="checkbox"/> Civic Center	<input type="checkbox"/> Hotel	<input type="checkbox"/> Public Entertainment Fac. (PEF as defined in Sec. 108.73)	<input type="checkbox"/> Sporting Arena
<input type="checkbox"/> Convenience Store	<input type="checkbox"/> Motel	<input type="checkbox"/> Racetrack	
<input type="checkbox"/> Delivery Company	<input type="checkbox"/> Movie Theater	<input type="checkbox"/> Restaurant	

COPY



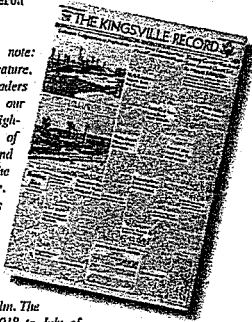
APRIL 9, 2026

THE KINGSVILLE RECORD 5

A 1976 flood caused outages, problems throughout Kingsville

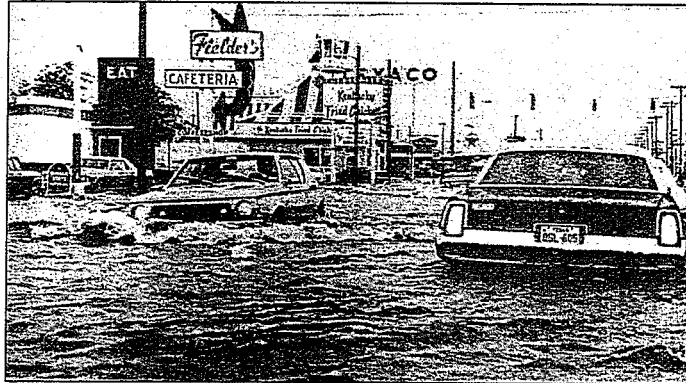
By Ted Figueroa
Reporter

(Editor's note: In this feature, we take readers back through our archives, highlighting some of the people and events of the past century. Many issues are still in paper form, some are digitized, and a few are on microfilm. The issues from 1918 to July of 1924 were lost in a fire, however, the rest remain intact. Here is a look back at what was happening this week in Kingsville.)



25 years ago
April 2001
U.S. Border Patrol agents apprehended 39 undocumented immigrants who were discovered in the back of a tractor-trailer at the Sarita checkpoint. The tractor-trailer, bearing Missouri license plates, approached the primary inspection area at about 11:30 p.m.
A K-9-unit alerted agents to the rear of the trailer while agents questioned the driver and a passenger in the cab about their immigration sta-

tus. With the driver's consent, agents removed a factory-type seal from the rear doors to examine the trailer. As the doors were opened, agents reported hearing a child crying from inside. The trailer was filled with gray crates stacked on pallets.
Agents looked through the bottom of the pallets and observed several sets of human feet. A total of 39 immigrants were removed from the trailer. Authorities said the trailer was extremely hot and lacked ventilation, except for a small vent on the rear door. Those inside were sweating heavily and reported difficulty breathing due to the conditions. The driver and the passenger in



A flooded 14th Street in 1976.

the cab were arrested. During questioning, authorities determined that one of the men inside the trailer was a smuggler who had been communicating with the driver using a walkie-talkie and a cell phone.
Officials identified the smuggler as a Mexican national who had previously been deported by the Immigration Service. The majority of the immigrants were from Mexico, while three were from Honduras and one was from Guatemala.
Authorities said there were 32 men, six women and one 3-year-old child in the trailer. According to those detained, they were loaded into the trailer in Mercedes and were headed to Dallas. Mexican nationals reportedly paid \$2,500 for smuggling, while Central American immigrants paid \$4,000.
Authorities charged the driver, the passenger and the accomplice in the trailer in connection with alien smuggling. Mexican nationals were processed and returned to Mexico, while those from Central America were processed for immigration proceedings.



Capt. Francis R. Jones - 1951

streets inundated, disrupting utilities and stranding residents in some areas, according to city and utility officials. More than six inches of rain reportedly fell in a short period, overwhelming parts of the city's drainage system.
Kingsville City Manager Fil Garcia said the system was designed to handle larger volumes of water over a longer duration, but not rainfall occurring as quickly and intensely as Sunday's storm. "Our system is designed for rains that would carry a greater quantity of water, but at a much slower rate," Garcia said. He added that the system could handle about 10 inches of rain in a 24-hour period without flooding, but

rapid rainfall like Sunday's was likely to cause problems. Flooding impacted transportation and infrastructure throughout the city. Standing water at the Navy base entrance left some sailors stranded. The Navy weather bureau also reported difficulty obtaining an accurate rainfall measurement after equipment was lost during the storm. Utility services were also affected.
Central Power and Light Co. reported losing several fuses due to lightning, resulting in temporary power outages in parts of the city, though officials said there were no major problems. Telephone service was disrupted as well. Southwestern Bell Telephone Co. reported that more than half the city was without service for part of the afternoon. Most lines were repaired by Sunday night, though about 100 customers remained without service, down from more than 600 earlier.

The storm also caused minor damage and inconvenience for residents. Car insurance offices reported an increase in activity following the flooding, while some Texas A&I University students took advantage of the conditions to swim in pooled rainwater.
75 years ago
April 1951
Capt. Francis R. Jones, a prospective commanding officer of the U.S. Naval Auxiliary Air Station in Kingsville, was about to bring decades of naval and aviation experience, including distinguished service during World War II and the Korean conflict. A native of Philadelphia, Jones was born in 1905 and entered the U.S. Naval Academy in 1923, graduating in 1927.
He served aboard several vessels in both the Atlantic and Pacific fleets before completing flight training in 1936 and earning his Navy wings. Jones later flew patrol bombers in the Pacific and was serving

as executive officer of Patrol Squadron VP-11 at the time of the attack on Pearl Harbor in December 1941. During World War II, he commanded VP-11 and later VP-62, while also holding leadership roles with Fleet Air Wing Five, at Bronson Field, and aboard the escort carrier USS Croatan.

Following the war, Jones held assignments in the Philippines and Rhode Island, including command of the Naval Auxiliary Air Station in Charleston.

He later commanded the seaplane tender USS Salisbury Sound from 1950 to 1951, during which the ship supported United Nations forces in Korea, including operations during the invasion of Inchon and patrols in the Formosa Straits. Jones has been awarded the Air Medal and other honors for service in both the American and Pacific theaters.

99 years ago

April 1927

A newly installed "No Parking" sign in front of the post office was drawing criticism from local drivers accustomed to leaving their vehicles while running errands downtown.

Residents said the restriction had caused inconvenience for those who typically stop to mail a letter and then spend extended time shopping or visiting nearby businesses before returning to their cars. City officials, however, said the sign was being misunderstood. Police Chief Scarborough said the rule was intended to allow brief stops for postal business but to prevent long-term parking in front of the building. "You tell 'em," the chief said, "that they can stop in the space long enough to go into the office and get their mail or mail a letter or package, but they can't park there."
Scarborough said vehicles could not remain in the space longer than a short visit. If there was a delay at the service window, drivers were expected to move their cars elsewhere.

The postmaster requested action to prevent prolonged parking, noting the high demand for access to the post office. Officials said many motorists were unable to stop due to cars being left in the space for extended periods. City authorities indicated the area was one of the locations where the no-parking law would be strictly enforced to ensure access for all patrons.

?? TRIVIA ?? HOW SMART ARE YOU?

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

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

Questions:

1. What is the only state that can be typed using only one row of the standard "Qwerty" keyboard?
2. What do you call the visible part of the rivet commonly found on the pocket of jeans?
3. In human anatomy, what does the "hallux" refer to?
4. How many cards are in a standard deck of playing cards?
5. What is the name for the plastic or metal tube found on the ends of shoelaces?
6. What is the only planet in our solar system to rotate clockwise on its axis?
7. Which freezes faster: hot or cold water?
8. What was James Bond's code name?
9. Jim Henson is the creator of what beloved cast of characters?
10. What is the main color used in Amish quilts for over 300 years?

(Answers will be in the next issue)

HOW SMART ARE YOU:

- 9-10: Okay Einstein, quit bragging
- 7-8: Pick up your PhD at TAMUK
- 5-6: You are on your way to your B.S. degree
- 3-4: Do not skip any more school
- 2 or less: Don't leave home without a chaperon

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

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

TO ALL INTERESTED PERSONS AND PARTIES:

BASF Corporation has applied to the Texas Commission on Environmental Quality (TCEQ) for renewal of Air Quality Permit No. 19997, which would authorize continued operation of a BASF Bishop Plant located at 5738 County Road 4, Bishop, Nueces County, Texas 78343. Additional information concerning this application is contained in the public notice section of this newspaper.

PUBLIC HEARING NOTICE

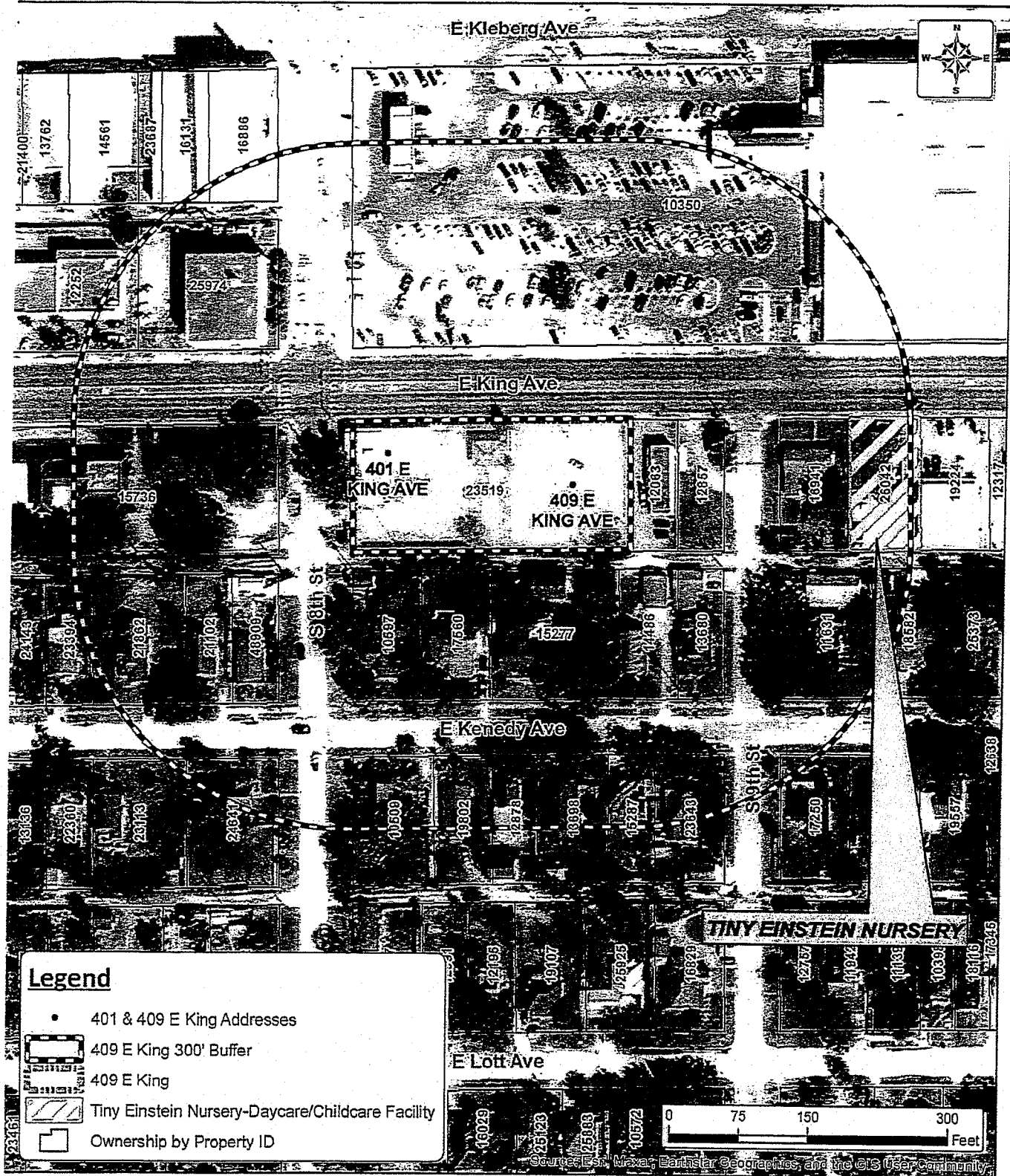
The City Commission of the City of Kingsville will hold a Public Hearing to discuss and may take action at a meeting on Monday, April 27, 2026, at 5:00 P.M. regarding the following item:
Request for an alcohol variance for a Package Store Permit (P) for the establishment known as Armadillo Liquors at 409 East King Ave., Kingsville TX, 78363.
The meeting will be held at City Hall, 400 West King Ave., Kingsville, Texas in the Helen Kleberg-Groves Community Room. If you have any questions about the items on the agenda, please contact the City Secretary at (361) 595-8002.

TRIVIA ANSWERS

April 2, 2026 issue

1. Kinder Surprise Eggs
2. 40 days
3. White Lily
4. The first Sunday after the full moon following the Spring Equinox.
5. Fondant
6. Carrots
7. Poland (1500+ eggs)
8. 16 billion
9. 1999 blue cotton candy
10. An unfinished quilt project.

300 FT Radius Buffer @409 E King Ave



Drawn By: R. PICK
 Last Update: 3/9/2026
 Note: Ownership is labeled with its Prop ID.

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



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

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

John Ryan Beadle
Etux Tracy Lea
603 S County Road 110
Riviera, TX 78379-3517
#16131

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

Request for an alcohol variance for a Package Store Permit (P) for the establishment known as Armadillo Liquors at 409 East King Ave., Kingsville TX, 78363.

Your property is located withing 300 feet of this request. If you have any comments or questions in regard to this matter, please contact me at (361) 595-8055.

Thank you

Yours Sincerely,

A handwritten signature in black ink, appearing to read 'Manny Salazar'.

Manny Salazar, MEDP
Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

Tres De Texas LLC
PO Box 1067
Kingsville, TX 78364-1067
#16886

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

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Thank you

Yours Sincerely,

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Manny Salazar, MEDP
Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

State Bank of Kingsville
318 E University Dr
Edinburg, TX 78539
#12252

Dear Property Owner,

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Manny Salazar, MEDP
Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

Southwestern Bell Telephone Co
SBC Property Tax Admin
1 SBC Center 36 M 01
Saint Louis, MO 63101
#25974

Dear Property Owner,

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Manny Salazar, MEDP
Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

State Bank of Kingsville
318 E University Dr
Edinburg, TX 78539
#15736

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Manny Salazar, MEDP
Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

HEB Grocery Inc
ATTN Property Tax
PO Box 839999
San Antonio, TX 78283-3999
#10350

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing Monday April 27, 2025, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

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Thank you

Yours Sincerely,

A handwritten signature in black ink, appearing to read "Manny Salazar". The signature is stylized and somewhat cursive.

Manny Salazar, MEDP
Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

Kingsville Comm Fed Credit Union
Billie Nell Webb
605 E Caesar Ave
Kingsville, TX 78363-6323
#26042

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

Request for an alcohol variance for a Package Store Permit (P) for the establishment known as Armadillo Liquors at 409 East King Ave., Kingsville TX, 78363.

Your property is located withing 300 feet of this request. If you have any comments or questions in regard to this matter, please contact me at (361) 595-8055.

Thank you

Yours Sincerely,

A handwritten signature in black ink, appearing to be 'Manny Salazar', written over a horizontal line.

Manny Salazar, MEDP
Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

Gatica Jose Alberto
PO Box 271967
Corpus Christi, TX 78427-1967
#16941

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

Request for an alcohol variance for a Package Store Permit (P) for the establishment known as Armadillo Liquors at 409 East King Ave., Kingsville TX, 78363.

Your property is located within 300 feet of this request. If you have any comments or questions in regard to this matter, please contact me at (361) 595-8055.

Thank you

Yours Sincerely,

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Manny Salazar, MEDP
Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

Reece Walker McHoldings LLC
Guille D McArthur CEO
14212 Playa Del Rey
Corpus Christi, TX 78418
#12857

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

Request for an alcohol variance for a Package Store Permit (P) for the establishment known as Armadillo Liquors at 409 East King Ave., Kingsville TX, 78363.

Your property is located withing 300 feet of this request. If you have any comments or questions in regard to this matter, please contact me at (361) 595-8055.

Thank you

Yours Sincerely,

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Manny Salazar, MEDP
Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

Reece Walker McHoldings LLC
Guille D McArthur CEO
14212 Playa Del Rey
Corpus Christi, TX 78418
#12063

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

Request for an alcohol variance for a Package Store Permit (P) for the establishment known as Armadillo Liquors at 409 East King Ave., Kingsville TX, 78363.

Your property is located withing 300 feet of this request. If you have any comments or questions in regard to this matter, please contact me at (361) 595-8055.

Thank you

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Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

Always Simple LLC
PO Box 828
Seguin, TX 78156
#23394

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

Request for an alcohol variance for a Package Store Permit (P) for the establishment known as Armadillo Liquors at 409 East King Ave., Kingsville TX, 78363.

Your property is located withing 300 feet of this request. If you have any comments or questions in regard to this matter, please contact me at (361) 595-8055.

Thank you

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City of Kingsville, Texas

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CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

Francisco S Gonzalez
303 S 8th St
Kingsville, TX 78363
#21862

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

Request for an alcohol variance for a Package Store Permit (P) for the establishment known as Armadillo Liquors at 409 East King Ave., Kingsville TX, 78363.

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City of Kingsville, Texas

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CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

Francisco S Gonzalez (Life Est)
And R Gonzalez
6 Lynx LN
The Woodlands. TX 77380
#21102

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

Request for an alcohol variance for a Package Store Permit (P) for the establishment known as Armadillo Liquors at 409 East King Ave., Kingsville TX, 78363.

Your property is located withing 300 feet of this request. If you have any comments or questions in regard to this matter, please contact me at (361) 595-8055.

Thank you

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City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

Robert Pacheco
ETUX Cecilia
330 E Kenedy
Kingsville, TX 78363
#48909

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

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City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

Rose Clifton Laurence Est
ETUX Lisa Marie
402 E Kenedy Ave
Kingsville, TX 78363
#10597

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

Request for an alcohol variance for a Package Store Permit (P) for the establishment known as Armadillo Liquors at 409 East King Ave., Kingsville TX, 78363.

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City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

Daniel Lee Resendez
ETUX Delisa
408 E Kenedy Ave
Kingsville, TX 78363
#17560

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

Request for an alcohol variance for a Package Store Permit (P) for the establishment known as Armadillo Liquors at 409 East King Ave., Kingsville TX, 78363.

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Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 -- KINGSVILLE, TX 78364



April 10, 2026

Ted FD Lee Sr
ETUX Mai W
15218 Rainhollow DR
Houston, TX 77070
#15277

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

Request for an alcohol variance for a Package Store Permit (P) for the establishment known as Armadillo Liquors at 409 East King Ave., Kingsville TX, 78363.

Your property is located withing 300 feet of this request. If you have any comments or questions in regard to this matter, please contact me at (361) 595-8055.

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Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

Uvaldo R Herrera
ETUX Hilda D Herrera
426 E Kenedy Ave
Kingsville, TX 78363
#14486

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

Request for an alcohol variance for a Package Store Permit (P) for the establishment known as Armadillo Liquors at 409 East King Ave., Kingsville TX, 78363.

Your property is located withing 300 feet of this request. If you have any comments or questions in regard to this matter, please contact me at (361) 595-8055.

Thank you

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Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

Ramond D Cuevas
428 E Kenedy
Kingsville, TX 78363
#13680

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

Request for an alcohol variance for a Package Store Permit (P) for the establishment known as Armadillo Liquors at 409 East King Ave., Kingsville TX, 78363.

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Thank you

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Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COV

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

Tommie D Killion
ETUX Aurora S.
502 E Kenedy Ave
Kingsville, TX 78363
#11631

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

Request for an alcohol variance for a Package Store Permit (P) for the establishment known as Armadillo Liquors at 409 East King Ave., Kingsville TX, 78363.

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Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

Lorena Alberdin
514 E Kenedy Ave
Kingsville, TX 78363
#18582

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

Request for an alcohol variance for a Package Store Permit (P) for the establishment known as Armadillo Liquors at 409 East King Ave., Kingsville TX, 78363.

Your property is located within 300 feet of this request. If you have any comments or questions in regard to this matter, please contact me at (361) 595-8055.

Thank you

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Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

Douglas Dewayne Hickman
ETUX Julie Laverne
317 E Kenedy Ave
Kingsville, TX 78363
#23113

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

Request for an alcohol variance for a Package Store Permit (P) for the establishment known as Armadillo Liquors at 409 East King Ave., Kingsville TX, 78363.

Your property is located withing 300 feet of this request. If you have any comments or questions in regard to this matter, please contact me at (361) 595-8055.

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Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

Francisco S Gonzalez (Life Est)
And R Gonzalez
6 Lynx LN
The Woodlands. TX 77380
#24641

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

Request for an alcohol variance for a Package Store Permit (P) for the establishment known as Armadillo Liquors at 409 East King Ave., Kingsville TX, 78363.

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Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

Arturo B Garcia
6301 Overton Ridge BLVD APT 103
Fort Worth, TX 76132
#10509

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

Request for an alcohol variance for a Package Store Permit (P) for the establishment known as Armadillo Liquors at 409 East King Ave., Kingsville TX, 78363.

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City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

Rene V Munoz
ETUX Rebecca C
409 E Kenedy Ave
Kingsville, TX 78363
#19802

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

Request for an alcohol variance for a Package Store Permit (P) for the establishment known as Armadillo Liquors at 409 East King Ave., Kingsville TX, 78363.

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Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

Julie M Hansen Trust
Julie M Hansen (TR)
11446 Southbrook CT
San Diego, CA 92128-6320
#12878

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

Request for an alcohol variance for a Package Store Permit (P) for the establishment known as Armadillo Liquors at 409 East King Ave., Kingsville TX, 78363.

Your property is located withing 300 feet of this request. If you have any comments or questions in regard to this matter, please contact me at (361) 595-8055.

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Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

Jeffrey David List
ETUX Gloria Q
6230 Sweeney DR
Corpus Christi, TX 78413
#13698

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

Request for an alcohol variance for a Package Store Permit (P) for the establishment known as Armadillo Liquors at 409 East King Ave., Kingsville TX, 78363.

Your property is located within 300 feet of this request. If you have any comments or questions in regard to this matter, please contact me at (361) 595-8055.

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Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

Susanna Shaw
425 E Kenedy Ave
Kingsville, TX 78363
#15287

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

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City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

Raul Roel Canales
ETUX Elaine Ochoa
128 Riverstone PO
Fort McMurray AB T9K2Y4
#23643

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

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City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 - KINGSVILLE, TX 78364



April 10, 2026

Ramon G Isassi
ETUX Marcy
266 E County Road 2180
Kingsville, TX 78363
#17250

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

Request for an alcohol variance for a Package Store Permit (P) for the establishment known as Armadillo Liquors at 409 East King Ave., Kingsville TX, 78363.

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Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COPY

John Ryan Beadle
Etux Tracy Lea
603 S County Road 110
Riviera, TX 78379-3517
#16131

Tres De Texas LLC
PO Box 1067
Kingsville, TX 78364-1067
#16886

State Bank of Kingsville
318 E University Dr
Edinburg, TX 78539
#12252

Southwestern Bell Telephone Co
SBC Property Tax Admin
1 SBC Center 36 M 01
Saint Louis, MO 63101
#25974

State Bank of Kingsville
318 E University Dr
Edinburg, TX 78539
#15736

HEB Grocery Inc
ATTN Property Tax
PO Box 839999
San Antonio, TX 78283-3999
#10350

Kingsville Comm Fed Credit Union
Billie Nell Webb
605 E Caesar Ave
Kingsville, TX 78363-6323
#26042

Gatica Jose Alberto
PO Box 271967
Corpus Christi, TX 78427-1967
#16941

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14212 Playa Del Rey
Corpus Christi, TX 78418
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402 E Kenedy Ave
Kingsville, TX 78363
#10597

Daniel Lee Resendez
ETUX Delisa
408 E Kenedy Ave
Kingsville, TX 78363
#17560

Ted FD Lee Sr
ETUX Mai W
15218 Rainhollow DR
Houston, TX 77070
#15277

Uvaldo R Herrera
ETUX Hilda D Herrera
426 E Kenedy Ave
Kingsville, TX 78363
#14486

Ramond D Cuevas
428 E Kenedy
Kingsville, TX 78363
#13680

Tommie D Killion
ETUX Aurora S
502 E Kenedy Ave
Kingsville, TX 78363
#11631

Lorena Alberdin
514 E Kenedy Ave
Kingsville, TX 78363
#18582

Douglas Dewayne Hickman
ETUX Julie Laverne
317 E Kenedy Ave
Kingsville, TX 78363
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6301 Overton Ridge BLVD APT 103
Fort Worth, TX 76132
#10509

Rene V Munoz
ETUX Rebecca C
409 E Kenedy Ave
Kingsville, TX 78363
#19802

Julie M Hansen Trust
Julie M Hansen (TR)
11446 Southbrook CT
San Diego, CA 92128-6320
#12878

Jeffrey David List
ETUX Gloria Q
6230 Sweeney DR
Corpus Christi, TX 78413
#13698

Susanna Shaw
425 E Kenedy Ave
Kingsville, TX 78363
#15287

Raul Roel Canales
ETUX Elaine Ochoa
128 Riverstone PO
Fort McMurray AB T9K2Y4
#23643

Ramon G Isassi
ETUX Marcy
266 E County Road 2180
Kingsville, TX 78363
#17250

COPY

Land Use Chart

Land Use Description	R1	R2	R2A	R3	R4	MH	C1	C2	C3	C4	I1	I2	Ag
Medical appliance fitting or sale							P	P	P	P			
Mobile Food Court				S	S	P	P	P	S	P	P	P	P
Mobile Food Vendor				S	S	P	P	P	S	P	P	P	P
Mortuary							S	P	P	P	S		S
Music store							S	P	P	P			
Office, professional, or general business							S	P	P	P	S		
Optical shop or laboratory							S	P	P	P			
Package liquor store							S	S	P	P			
Pawn shop							S	S	P	P			
Pet shop for small animals birds, fish							P	P	P	P			

CONSENT AGENDA

AGENDA ITEM #1

**City of Kingsville
Police Department**

TO: Mayor and City Commissioners
CC: Charlie Sosa, City Manager
FROM: John Blair, Chief of Police
DATE: March 18, 2026
SUBJECT: Receipt of the Law Enforcement Officer Standards and Education (LEOSE) Funds from Texas Comptroller of Public Accounts

Summary:

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

Background:

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

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

Financial Impact:

A total of \$6,631.25 was received for use for training of City of Kingsville Police personnel.

Recommendation:

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





Texas Law Enforcement Officer Standards and Education Fund Allocation Basis

a. TINS number ■ 17460015138	b. Mail code ■ 009	c. Report year ■ 2027
d. Law enforcement agency name and address (Make any necessary name or address changes below.) CITY OF KINGSVILLE POLICE DEPARTMENT 1700 E KING AVE KINGSVILLE, TX 78363-5928		e. County name KLEBERG
		f. County code 137

Check only if the above has changed and then complete new or corrected information only.

Law enforcement agency name: _____
 Address: _____
 City: _____ State: TX ZIP code: _____
 County name: _____

You must complete and return this form to receive your agency's share of the 2027 Law Enforcement Officer Standards and Education (LEOSE) account for expenses related to continuing education.

Documentation to substantiate the information reported below must be maintained in your files. If your agency did not have any authorized positions, as defined in Occupations Code, Chapter 1701.157, on Jan. 1 of the reporting year, please complete this form with a zero in item 1 and item 2, complete items 3, 4 and 5, and return to the address given below. Note: Item 3 may not exceed the amount you received last year.

Twenty percent of the fund will be allocated equally among the qualified agencies. The remaining 80 percent will be allocated on the basis of the number of authorized eligible law enforcement positions each agency had as of Jan. 1 of the report year. An eligible law enforcement position is defined as one held by a person licensed under Occupations Code, Chapter 1701, who works as a peace officer, licensed jailer or telecommunicator on the average of at least 32 hours a week, is compensated by a political subdivision of the state at the minimum wage rate or higher and is entitled to all employee benefits offered to a peace officer.

If you have any questions, please call the Texas Comptroller of Public Accounts, Tax Allocation Section, at 800-531-5441, ext. 3-4530, or 512-463-4530.

1. Number of agency positions authorized as of Jan. 1, 2026 (Texas Occupations Code, Chapter 1701)	1. _____
2. Number of agency positions filled as of Jan. 1, 2026	2. _____
3. The amount of LEOSE funds received last year was \$8,395.42. What amount was used (spent) prior to March 1, 2026? This amount cannot exceed the amount you received last year.	3. <u>\$4,151.70</u>
4. Number of training hours received for the amount of LEOSE funds reported used (spent) in Item 3 above	4. <u>499.38</u>
5. Has CITY OF KINGSVILLE POLICE DEPARTMENT complied with the requirements of Occupations Code, Chapter 1701.157, regarding the use of any money received by the agency pursuant to the allocation made by the Comptroller of Public Accounts on or before March 1 last year?	5. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Return to:
 COMPTROLLER OF PUBLIC ACCOUNTS
 Tax Allocation Section
 111 E. 17th St.
 Austin, TX 78774-0100

or email to:
 TaxAllocation@cpa.texas.gov

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief.

Authorized signature
 sign here John B...

Printed name

Title
Chief of Police

Daytime phone
361-592-4311

Date
3-18-26



TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O. Box 13528 • Austin, TX 78711-3528

March 3, 2026

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

Vendor number:

Payment was issued to your agency for the 2026 Law Enforcement Officer Standards and Education (LEOSE) Fund Allocation in the amount of \$6631.25.

The Comptroller is directed by the Occupations Code, Section 1701.157 to make an annual allocation from the LEOSE account to qualified law enforcement agencies for expenses related to the continuing education of those licensed under Chapter 1701, Occupations Code. These funds must be used to ensure the continuing education of those licensed under Chapter 1701 or to provide necessary training, as determined by the agency head, to full-time fully paid law enforcement support personnel in the agency.

Twenty percent of the funds are allocated equally among qualified agencies. The remaining eighty percent is distributed based on the number of eligible law enforcement positions each agency had as of January 1 of the preceding calendar year. Each agency must maintain complete and detailed records of all money received and spent. All funds received are subject to audit by the Comptroller of Public Accounts, and all expenditures are subject to audit by the State Auditor.

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

You must complete and return the enclosed Law Enforcement Officer Standards and Education Account 2027 Allocation Basis form to us no later than October 31st, 2026, to receive your agency's share of the LEOSE account in 2027. The information provided in this report must be accurate and returned timely to our office to ensure the correct allocation of the LEOSE account.

Please contact our office using taxallocation@cpa.texas.gov, or call using at 512-463-4530 if you have any questions or if we can be of assistance.

Enclosures: Form 40-215 (Rev.1-17/6)

ORDINANCE NO. 2026-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2025-2026 BUDGET TO ACCEPT AND EXPEND FUNDING FROM LEOSE FOR POLICE OFFICER TRAINING.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2025-2026 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#22

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 009 - LEOSE					
<u>Revenues</u>					
2100	Police	State Grants	72010	\$6,631.25	
<u>Expenditures</u>					
2100	Police	Training & Travel	31600	\$6,631.25	

[To amend the City of Kingsville FY 25-26 budget to accept and expend funding from LEOSE for police officer training. Funding is provided by the grant funds received for the stated purpose.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 13th day of April 2026.

PASSED AND APPROVED on this the 27th day of April 2026.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #2

**City of Kingsville
Parks & Recreation Department**

TO: Mayor and City Commissioners

CC: Charlie Sosa, City Manager

FROM: Susan Ivy, Director of Parks & Recreation

DATE: March 31, 2026–

SUBJECT: Agenda Request – Approve Budget Amendment to Fund Payment of Repairs to Golf Carts

Summary: Request to approve budget amendment to provide funding in the amount of \$ 13,943.26 to pay for repair of golf carts.

History: The first bill attached below is a listing of 12 carts that all have similar issues such as steering alignment and repairs, shock absorbers, assembly issues. Most of these issues are a combination of misuse of carts by patrons driving on the course and a couple of places on the cart path that need repairs. This bill totals \$11,234.88.

The second bill for \$2,718.38 is the result of a young golfer who was working temporarily at the course not looking where he was going and ran the cart into a tree.

We have filed all of these as claims to our insurance and are working with HR Specialist Raul Solis for resolution of any opportunities that can assist with reimbursement.

Financial Impact: An additional \$13,943.26 would be added to the Golf Course budget to fund the repair of these carts. Funding would be moved from line item 001-5-1030-86000 City Special-Budget Amendment Reserve and placed into 001-5-4502-71200, Golf Course-Equipment Maintenance.

Recommendation: Approve Budget Amendment to provide funding in the amount of \$13,943.26 for repair of golf carts.

Quote to repair golf carts.

Sent from my iPhone

Begin forwarded message:



**City of Kingsville
Parks & Recreation Department**

From: James Wiemers Jr <jwiemers01@textron.com>
Date: March 18, 2026 at 5:29:17 PM CDT
To: Charlie Sosa <CSosa@cityofkingsville.com>
Subject: Summary level quote of the work performed today

Dear Customer,

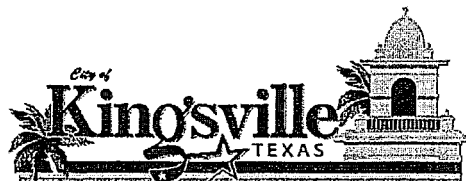
Below is a summary level quote of the work performed today.

Work
Order
Numb 00650761
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Name KINGSVILL
: E

Start
Date:

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ss: E, Texas
78363



**City of Kingsville
Parks & Recreation Department**

Service
e James
Tech Wiemers Jr
Name
:

Taylor
Service Cabler
e tcabler@te
Mana xtron.com
ger: (832) 529-
7529

Com Quote for
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s: cars

Signin
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Custo
mer
Name
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Description	Serial	Car Nu mb er	Ser vic e Typ e	Part Description	Q ty	Par t Cos t	Lab or Cos t	Ret ail Cos t	You r Cos t	Com ment s
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City of Kingsville
Parks & Recreation Department

F/A RXV ADVB2 FLEET ELEC - 5854094	585 409 4	35	Bill abl e	10033613 - ASSEMBLY,STEER ING RACK	1. 0	22 8.9 9	90. 00	31 8.9 9	318. 990	Repai r dama ged car
F/A RXV ADVB2 FLEET ELEC - 5854098	585 409 8	32	Bill abl e	614310 - TUBE,STRUT,REA R RH	1. 0	53. 99	24 0.0 0	29 3.9 9	293. 990	Repai r dama ged car
F/A RXV ADVB2 FLEET ELEC - 5854098	585 409 8	32	Bill abl e	614309 - TUBE,STRUT,REA R LH	1. 0	53. 99	0.0 0	53. 99	53.9 90	
F/A RXV ADVB2 FLEET ELEC - 5854098	585 409 8	32	Bill abl e	10027928 - STRUT,FRONT,ST EEL,WIDE,PACE, ASSEMBLY	1. 0	51 9.9 9	0.0 0	51 9.9 9	519. 990	
F/A RXV ADVB2 FLEET ELEC - 5854098	585 409 8	32	Bill abl e	10033613 - ASSEMBLY,STEER ING RACK	1. 0	22 8.9 9	0.0 0	22 8.9 9	228. 990	
F/A RXV ADVB2 FLEET ELEC - 5854098	585 409 8	32	Bill abl e	10018909G02 - SHOCK ABSORBER,GEN4, RXV,RH-ASSY	1. 0	29 8.9 9	0.0 0	29 8.9 9	298. 990	



**City of Kingsville
Parks & Recreation Department**

F/A RXV ADVB2 FLEET ELEC - 5854098	585 409 8	32	Bill abl e	10018909G01 - SHOCK ABSORBER,GEN4, RXV,LH-ASSY	1. 0	29 8.9 9	0.0 0	29 8.9 9	298. 990	
F/A RXV ADVB2 FLEET ELEC - 5854098	585 409 8	32	Bill abl e	10005744 - A- ARM-ASSY	2. 0	23 1.9 8	0.0 0	23 1.9 8	231. 980	
F/A RXV ADVB2 FLEET ELEC - 5854098	585 409 8	32	Bill abl e	608114 - NGGC, STEERING YOKE	1. 0	53. 23	0.0 0	53. 23	53.2 30	
F/A RXV ADVB2 FLEET ELEC - 5854113	585 411 3	22	Bill abl e	10033613 - ASSEMBLY,STEER ING RACK	1. 0	22 8.9 9	18 0.0 0	40 8.9 9	408. 990	Repai r dama ged car
F/A RXV ADVB2 FLEET ELEC - 5854113	585 411 3	22	Bill abl e	10018909G02 - SHOCK ABSORBER,GEN4, RXV,RH-ASSY	1. 0	29 8.9 9	0.0 0	29 8.9 9	298. 990	
F/A RXV ADVB2 FLEET ELEC - 5854113	585 411 3	22	Bill abl e	10018909G01 - SHOCK ABSORBER,GEN4, RXV,LH-ASSY	1. 0	29 8.9 9	0.0 0	29 8.9 9	298. 990	
F/A RXV ADVB2 FLEET ELEC - 5854113	585 411 3	22	Bill abl e	10005744 - A- ARM-ASSY	2. 0	23 1.9 8	0.0 0	23 1.9 8	231. 980	



**City of Kingsville
Parks & Recreation Department**

F/A RXV ADVB2 FLEET ELEC - 5854113	585 411 3	22	Bill abl e	608114 - NGGC, STEERING YOKE	1. 0	53. 23	0.0 0	53. 23	53.2 30	
F/A RXV ADVB2 FLEET ELEC - 5854113	585 411 3	22	Bill abl e	656325 - OBS - FASCIA,FRONT,PR EMIUM	1. 0	75. 8	0.0 0	75. 80	75.8 00	
F/A RXV ADVB2 FLEET ELEC - 5854099	585 409 9	31	Bill abl e	10033613 - ASSEMBLY,STEER ING RACK	1. 0	22 8.9 9	12 0.0 0	34 8.9 9	348. 990	Repai r dama ged car
F/A RXV ADVB2 FLEET ELEC - 5854099	585 409 9	31	Bill abl e	10018909G02 - SHOCK ABSORBER,GEN4, RXV,RH-ASSY	1. 0	29 8.9 9	0.0 0	29 8.9 9	298. 990	
F/A RXV ADVB2 FLEET ELEC - 5854099	585 409 9	31	Bill abl e	10018909G01 - SHOCK ABSORBER,GEN4, RXV,LH-ASSY	1. 0	29 8.9 9	0.0 0	29 8.9 9	298. 990	
F/A RXV ADVB2 FLEET ELEC - 5854099	585 409 9	31	Bill abl e	10005744 - A- ARM-ASSY	2. 0	23 1.9 8	0.0 0	23 1.9 8	231. 980	
F/A RXV ADVB2 FLEET ELEC - 5854099	585 409 9	31	Bill abl e	608114 - NGGC, STEERING YOKE	1. 0	53. 23	0.0 0	53. 23	53.2 30	



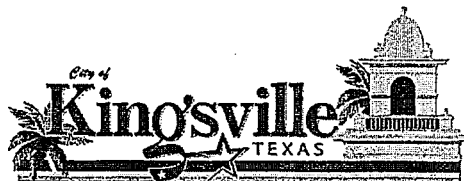
**City of Kingsville
Parks & Recreation Department**

F/A RXV ADVB2 FLEET ELEC - 5854099	585 409 9	31	Bill abl e	656325 - OBS - FASCIA,FRONT,PR EMIUM	1. 0	75. 8	0.0 0	75. 80	75.8 00	
F/A RXV ADVB2 FLEET ELEC - 5854122	585 412 2	21	Bill abl e	10033613 - ASSEMBLY,STEER ING RACK	1. 0	22 8.9 9	12 0.0 0	34 8.9 9	348. 990	Repai r dama ged car
F/A RXV ADVB2 FLEET ELEC - 5854122	585 412 2	21	Bill abl e	10018909G02 - SHOCK ABSORBER,GEN4, RXV,RH-ASSY	1. 0	29 8.9 9	0.0 0	29 8.9 9	298. 990	
F/A RXV ADVB2 FLEET ELEC - 5854122	585 412 2	21	Bill abl e	10018909G01 - SHOCK ABSORBER,GEN4, RXV,LH-ASSY	1. 0	29 8.9 9	0.0 0	29 8.9 9	298. 990	
F/A RXV ADVB2 FLEET ELEC - 5854122	585 412 2	21	Bill abl e	10005744 - A- ARM-ASSY	2. 0	23 1.9 8	0.0 0	23 1.9 8	231. 980	
F/A RXV ADVB2 FLEET ELEC - 5854122	585 412 2	21	Bill abl e	608114 - NGGC, STEERING YOKE	1. 0	53. 23	0.0 0	53. 23	53.2 30	
F/A RXV ADVB2 FLEET ELEC - 5854122	585 412 2	21	Bill abl e	656325 - OBS - FASCIA,FRONT,PR EMIUM	1. 0	75. 8	0.0 0	75. 80	75.8 00	



**City of Kingsville
Parks & Recreation Department**

F/A RXV ADVB2 FLEET ELEC - 5854122	585 412 2	11	Bill abl e	10033613 - ASSEMBLY,STEER ING RACK	1. 0	22 8.9 9	12 0.0 0	34 8.9 9	348. 990	Repai r dama ged car
F/A RXV ADVB2 FLEET ELEC - 5854122	585 412 2	11	Bill abl e	10018909G02 - SHOCK ABSORBER,GEN4, RXV,RH-ASSY	1. 0	29 8.9 9	0.0 0	29 8.9 9	298. 990	
F/A RXV ADVB2 FLEET ELEC - 5854122	585 412 2	11	Bill abl e	10018909G01 - SHOCK ABSORBER,GEN4, RXV,LH-ASSY	1. 0	29 8.9 9	0.0 0	29 8.9 9	298. 990	
F/A RXV ADVB2 FLEET ELEC - 5854122	585 412 2	11	Bill abl e	10005744 - A- ARM-ASSY	2. 0	23 1.9 8	0.0 0	23 1.9 8	231. 980	
F/A RXV ADVB2 FLEET ELEC - 5854122	585 412 2	11	Bill abl e	608114 - NGGC, STEERING YOKE	1. 0	53. 23	0.0 0	53. 23	53.2 30	
F/A RXV ADVB2 FLEET ELEC - 5854117	585 411 7	25	Bill abl e	10033613 - ASSEMBLY,STEER ING RACK	1. 0	22 8.9 9	12 0.0 0	34 8.9 9	348. 990	Repai r dama ged car



City of Kingsville
Parks & Recreation Department

F/A RXV ADVB2 FLEET ELEC - 5854117	585 411 7	25	Bill abl e	10018909G02 - SHOCK ABSORBER,GEN4, RXV,RH-ASSY	1. 0	29 8.9 9	0.0 0	29 8.9 9	298. 990	
F/A RXV ADVB2 FLEET ELEC - 5854117	585 411 7	25	Bill abl e	10018909G01 - SHOCK ABSORBER,GEN4, RXV,LH-ASSY	1. 0	29 8.9 9	0.0 0	29 8.9 9	298. 990	
F/A RXV ADVB2 FLEET ELEC - 5854117	585 411 7	25	Bill abl e	608114 - NGGC, STEERING YOKE	1. 0	53. 23	0.0 0	53. 23	53.2 30	
F/A RXV ADVB2 FLEET ELEC - 5854117	585 411 7	25	Bill abl e	10005744 - A- ARM-ASSY	2. 0	23 1.9 8	0.0 0	23 1.9 8	231. 980	
F/A RXV ADVB2 FLEET ELEC - 5854091	585 409 1	37	Bill abl e	10033613 - ASSEMBLY,STEER ING RACK	1. 0	22 8.9 9	12 0.0 0	34 8.9 9	348. 990	Repai r dama ged car
F/A RXV ADVB2 FLEET ELEC - 5854091	585 409 1	37	Bill abl e	10018909G02 - SHOCK ABSORBER,GEN4, RXV,RH-ASSY	1. 0	29 8.9 9	0.0 0	29 8.9 9	298. 990	
F/A RXV ADVB2 FLEET ELEC - 5854091	585 409 1	37	Bill abl e	10018909G01 - SHOCK	1. 0	29 8.9 9	0.0 0	29 8.9 9	298. 990	



**City of Kingsville
Parks & Recreation Department**

				ABSORBER,GEN4, RXV,LH-ASSY						
F/A RXV ADVB2 FLEET ELEC - 5854091	585 409 1	37	Bill abl e	608114 - NGGC, STEERING YOKE	1. 0	53. 23	0.0 0	53. 23	53.2 30	
F/A RXV ADVB2 FLEET ELEC - 5854094	585 409 4	35	Bill abl e	608114 - NGGC, STEERING YOKE	1. 0	53. 23	0.0 0	53. 23	53.2 30	
F/A RXV ADVB2 FLEET ELEC - 5854094	585 409 4	35	Bill abl e	656325 - OBS - FASCIA,FRONT,PR EMIUM	1. 0	75. 8	0.0 0	75. 80	75.8 00	
F/A RXV ADVB2 FLEET ELEC - 5854088	585 408 8	34	Bill abl e	10033613 - ASSEMBLY,STEER ING RACK	1. 0	22 8.9 9	60. 00	28 8.9 9	288. 990	Repai r dama ged car
F/A RXV ADVB2 FLEET ELEC - 5854088	585 408 8	34	Bill abl e	608114 - NGGC, STEERING YOKE	1. 0	53. 23	0.0 0	53. 23	53.2 30	
F/A RXV ADVB2 FLEET ELEC - 5854089	585 408 9	36	Bill abl e	10015701 - SVC- HARNES,MAIN,A DVB2,PACE-ASSY	1. 0	83 5.9 9	60. 00	89 5.9 9	895. 990	Repla ce dama ged wire harne ss



**City of Kingsville
Parks & Recreation Department**

Total Part Cost: 9884.88

Total Labor Cost: 1230.00

Service Call Cost: 120.0

Total Retail Cost: 11234.88

Total Freight Cost: 0.0

Your Total Cost: 11,234.88

DISCLAIMER: This amounts shown on this document is retail pricing, and may not be fully reflective of your true invoice.

From: Charlie Sosa <CSosa@cityofkingsville.com>

Sent: Wednesday, March 18, 2026 6:16:52 PM

To: Susan Ivy <Slvy@cityofkingsville.com>

Subject: Fwd: Summary level quote of the work performed today

Quote for damaged cart



**City of Kingsville
Parks & Recreation Department**

Sent from my iPhone

Begin forwarded message:

From: James Wiemers Jr <jwiemers01@textron.com>
Date: March 18, 2026 at 4:25:31 PM CDT
To: Charlie Sosa <CSosa@cityofkingsville.com>
Subject: Summary level quote of the work performed today

Dear Customer,

Below is a summary level quote of the work performed today.

Work
Order
Numb 00647131
er :

Custo
mer CITY OF
Name KINGSVILL
: E

Start
Date:

Accou 2522 E
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 DO RD



**City of Kingsville
Parks & Recreation Department**

Address: KINGSVILLE
E, Texas
78363

Service
Technician Name: James
Wiemers Jr

Service
Manager: Taylor
Cabler
tcabler@textron.com
(832) 529-7529

Comments: Repair
quote for
damaged
car

Signing
Customer
Name:

Description	Serial	Car Nu	Service	Part Description	Quantity	Part	Labor	Retail	Yours	Comments
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City of Kingsville
Parks & Recreation Department

		mb er	Typ e			Cos t	Cos t	Cos t	Cos t	
F/A RXV ADVB2 FLEET ELEC - 5854106	585 410 6	4	Bill abl e	10005744 - A- ARM-ASSY	2. 0	23 1.9 8	0.0 0	23 1.9 8	231. 980	
F/A RXV ADVB2 FLEET ELEC - 5854106	585 410 6	4	Bill abl e	10018909G01 - SHOCK ABSORBER,GEN4, RXV,LH-ASSY	1. 0	29 8.9 9	48 0.0 0	77 8.9 9	778. 990	Repai r dama ged car
F/A RXV ADVB2 FLEET ELEC - 5854106	585 410 6	4	Bill abl e	10018909G02 - SHOCK ABSORBER,GEN4, RXV,RH-ASSY	1. 0	29 8.9 9	0.0 0	29 8.9 9	298. 990	
F/A RXV ADVB2 FLEET ELEC - 5854106	585 410 6	4	Bill abl e	10033613 - ASSEMBLY,STEER ING RACK	1. 0	22 8.9 9	0.0 0	22 8.9 9	228. 990	
F/A RXV ADVB2 FLEET ELEC - 5854106	585 410 6	4	Bill abl e	608114 - NGGC, STEERING YOKE	1. 0	53. 23	0.0 0	53. 23	53.2 30	
F/A RXV ADVB2 FLEET ELEC - 5854106	585 410 6	4	Bill abl e	10027928 - STRUT,FRONT,ST EEL,WIDE,PACE, ASSEMBLY	1. 0	51 9.9 9	0.0 0	51 9.9 9	519. 990	



**City of Kingsville
Parks & Recreation Department**

F/A RXV ADVB2 FLEET ELEC - 5854106	585 410 6	4	Bill abl e	614310 - TUBE,STRUT,REA R RH	1. 0	53. 99	0.0 0	53. 99	53.9 90	
F/A RXV ADVB2 FLEET ELEC - 5854106	585 410 6	4	Bill abl e	614309 - TUBE,STRUT,REA R LH	1. 0	53. 99	0.0 0	53. 99	53.9 90	
F/A RXV ADVB2 FLEET ELEC - 5854106	585 410 6	4	Bill abl e	606584 - KIT- WINDSHIELD,SPLI T RXV	1. 0	21 4.4 4	0.0 0	21 4.4 4	214. 440	
F/A RXV ADVB2 FLEET ELEC - 5854106	585 410 6	4	Bill abl e	602413 - RXV SEAT SUPPORT STRUT	1. 0	87. 99	0.0 0	87. 99	87.9 90	
F/A RXV ADVB2 FLEET ELEC - 5854106	585 410 6	4	Bill abl e	656325 - OBS - FASCIA,FRONT,PR EMIUM	1. 0	75. 8	0.0 0	75. 80	75.8 00	

Total Part Cost: 2118.38

Total Labor Cost: 480.00

Service Call Cost: 120.0

Total Retail Cost: 2718.38

Total Freight Cost: 0.0



**City of Kingsville
Parks & Recreation Department**

Your Total Cost:	2,718.38
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DISCLAIMER: This amounts shown on this document is retail pricing, and may not be fully reflective of your true invoice.



ORDINANCE NO. 2026-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2025-2026 BUDGET TO APPROPRIATE FUNDING FOR GOLF CART REPAIRS AT L.E. RAMEY GOLF COURSE.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2025-2026 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#25

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001- General Fund					
<u>Expenditures - 5</u>					
1030	City Special	Budget Amend Reserve	86000		\$13,944
4502	Golf Course	Equipment Maintenance	71200	\$13,944	

[To amend the City of Kingsville FY 25-26 budget to appropriate funding for Golf Cart repairs. Funding for this request will come from the GF budget amendment reserve line item.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 13th day of April 2026.

PASSED AND APPROVED on this the 27th day of April 2026..

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #3

**City of Kingsville
Parks & Recreation Department**

TO: Mayor and City Commissioners

CC: Charlie Sosa, City Manager

FROM: Susan Ivy, Director of Parks & Recreation

DATE: March 31, 2026--

SUBJECT: Agenda Request – Approve Budget Amendment to Fund Purchase of Zero Turn Mower for Golf Course

Summary: Request to approve funding in the amount of \$16,464.00 for the purchase of a zero turn Scag mower for the golf course.

History: Currently, outside of our specific mowers (greens mowers, fairway mower, tee mower and our verti cut unit) we only have a zero turn to cut roughs, surrounds, and outside of the tee boxes and certain fairways. While the fairway mower can cut most fairways because of the terrain, there are certain areas it can't get to. And with only 1 zero turn mower, it's a pretty hard ask to get everything done. A second zero turn mower will help us tremendously when the grass starts growing regularly.

Financial Impact: An additional \$16,464.00 would be added to the Golf Course budget to fund the purchase of this mower. Funding would be moved from line item 001-5-1030-86000 City Special-Budget Amend Reserve and placed into 001-5-4502-71200 Golf Course-Machinery & Equipment.

Recommendation: Approve Budget Amendment to provide funding in the amount of \$16,464.00 for the purchase of a new Scag zero turn mower for the golf course.



**City of Kingsville
Parks & Recreation Department**

Q U O T A T I O N

PAGE: 1

AC LAWN & GARDEN SERVICES
PO Box 143
KINGSVILLE, TX 78364 U.S.A
Phone #: (361)592-2261

PHONE #: (361)595-8040
CELL #: (361)522-2826
ALT. #: (361)595-8041
P.O.#:
TERMS: Net 30 EOM
SALES TYPE: Quote

DATE: 3/12/2026
ORDER #: 1208575
CUSTOMER #: 8268
CP: Mike
LOCATION: 1
STATUS: Active

BILL TO 8268

City Of Kingsville
P.O. Box 1458
Kingsville, TX 78363 U.S.A.

SHIP TO

City Of Kingsville
P.O. Box 1458
Kingsville, TX 78363 U.S.A.

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
SCA	8A59Y	SCZII-61V-38FX-EFI-BB-MODEL	1	\$18,499.00	\$16,464.00	\$16,464.00

Prices reflected on this quote are valid for 30 days.

SUBTOTAL: \$16,464.00
TAX: \$0.00
ORDER TOTAL: \$16,464.00



ORDINANCE NO. 2026-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2025-2026 BUDGET TO APPROPRIATE FUNDING FOR THE PURCHASE OF A ZERO TURN SCAG MOWER FOR THE L. E. RAMEY GOLF COURSE.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2025-2026 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#24

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001- General Fund					
Expenditures - 5					
1030	City Special	Budget Amend Reserve	86000		\$16,464
4502	Golf Course	Machinery & Equipment	71200	\$16,464	

[To amend the City of Kingsville FY 25-26 budget to appropriate funding for the purchase of a Zero Turn Scag Mower for the L.E. Ramey Golf Course. Funding for this request will come from the GF budget amendment reserve line item.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 13th day of April 2026.

PASSED AND APPROVED on this the 27th day of April 2026.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #4

Budget Amend.

**City of Kingsville
Parks & Recreation Department**

TO: Mayor and City Commissioners

CC: Charlie Sosa, City Manager

FROM: Susan Ivy, Director of Parks & Recreation

DATE: March 31, 2026–

SUBJECT: Agenda Request – Approve Budget Amendment to Record Receipt of Funds from Kleberg County for Ball Field Turf Project

Summary: Request to approve budget amendment to record receipt of \$10,500 check from Kleberg County for the turf installation on ball fields at Dick Kleberg Park.

History: The City of Kingsville, Kleberg County, and Kingsville Pony League each committed \$10,500 to fund installation of turf home plates on 3 ball fields in Dick Kleberg Park. We have paid for two of the fields and Pony League has paid for one. This check from the County reimburses the City for the County's share of the project.


Financial Impact: A \$10,500 increase in parks revenue to offset a \$10,500 expenditure from parks capital projects.

Recommendation: Approve Budget Amendment to record receipt of funds in the amount of \$10,500 from Kleberg County for ball field turf project.



City of Kingsville
Parks & Recreation Department

FIND TEXT OF T

STATE OF TEXAS COUNTY OF KLEBERG 700 EAST KLEBERG AVENUE KINGSVILLE, TEXAS 78363		Kleberg Bank Klebergbank.com 88-1258/1149 VOID AFTER 90 DAYS	343712
DATE 02/19/2026		AMOUNT \$10,500.00	
PAY TO THE ORDER OF: *****10,500 DOLLARS 00 CENTS		MAIN ACCOUNT	
30002 CITY OF KINGSVILLE ATTN: FINANCE DEPT. P. O. BOX 1458 KINGSVILLE TX 78364	<i>Priscilla A. Cantu</i> Kleberg County Treasurer <i>Melissa Green</i> Kleberg County Auditor		
⑈343712⑈			

KLEBERG COUNTY
MAIN ACCOUNT

PLEASE DETACH BEFORE DEPOSITING

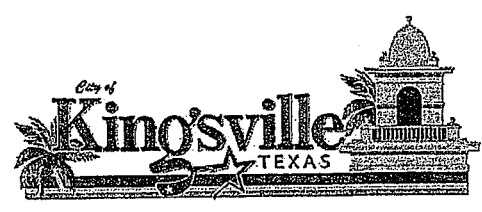
KLEBERG BANK

02/19/2026

CHECK #: 343712

GENERAL FUND 010-695-497 TURF FOR BALL FIELD - 01

TOTAL AMOUNT 10,500.00
10,500.00



ORDINANCE NO. 2026-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2025-2026 BUDGET TO ACCEPT AND EXPEND FUNDS FROM KLEBERG COUNTY FOR THE BALL FIELD TURF INSTALLATION PROJECT AT DICK KLEBERG PARK.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2025-2026 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#26

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001- GENERAL FUND					
<u>Revenues-4</u>					
4503	Park Maint	Park Donations	58003	\$10,500	
<u>Expenditures-5</u>					
4503	Park Maint	Parks-Capital Projects	71201	\$10,500	

[To amend the City of Kingsville FY 25-26 budget to appropriate, accept, and expend the funds from Kleberg County for the baseball field turf installation project at Dick Kleberg Park County. Funding will come from the donations received for the stated purpose.]

II.

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

III.

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

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

IV.

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

INTRODUCED on this the 13th day of April 2026.

PASSED AND APPROVED on this the 27th day of April 2026.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

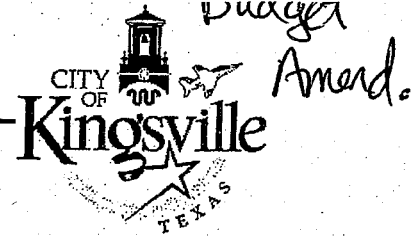
APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #5

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



Date: April 1, 2026

To: City Commission via City Manager Charlie Sosa

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

From: Rebecca Duke, Interim Director of Tourism Services

Summary

Consideration and possible action to authorize the Tourism department to serve as a Premier Sponsor for the 2026 Wings Over South Texas air show.

Background

The Wings Over South Texas air show is a major boost to our city's tourism efforts. With festivities spanning from Friday evening through Sunday evening, families, veterans, and air show enthusiasts are guaranteed to fill our hotels.

Across the country, air shows see over 26 million attendees annually with individuals from a variety of demographics. In 2022, Kingsville saw 30,000 attendees at Wings Over South Texas with an expected increase this year as 4 years of anticipation has built up. Along with the Blue Angels, the air show will host performances from civilian performers such as Tora! Tora! Tora!, the Misty Blues Women Skydiving Team, and more starting at 11 a.m. and going until 4:30 p.m. each day.

Financial Impact

The sponsorship is in the amount of \$35,000 to be funded by the Tourism Department's budget. This sponsorship level provides the City with logo and brand visibility on social media, radio and TV promotions, website banners, a program ad, and physical banners through the base. The City also receives 100 wristbands (\$8,000 value) to a private Chalet with food, drinks, seating, and private bathrooms. We also receive 15 VIP parking passes per day, 10 tickets to the pre-show concert, a vendor booth space, and an appreciation gift.

Recommendation

Staff recommends approval to authorize the Tourism Department to sponsor the Wings Over South Texas air show in the amount of \$35,000. This sponsorship continues a decades-long partnership between the City of Kingsville and NAS-Kingsville

ORDINANCE NO. 2026-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2025-2026 BUDGET TO APPROPRIATE FUNDS FOR 2026 WINGS OVER SOUTH TEXAS AIR SHOW.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2025-2026 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#23

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 002- Tourism					
<u>Expenditures-5</u>					
1071	Tourism	Special Events & Festivals	31441	\$35,000	

[To amend the City of Kingsville FY 25-26 Budget to appropriate funds for 2026 Wings Over South Texas air show. Funding will come from Tourism Unappropriated Fund Balance.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 13th day of April 2026.

PASSED AND APPROVED on this the 27th day of April 2026.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #6

**City of Kingsville
Police Department**

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 Grant# 5469902
FY2027 Amended

Summary:

The Police Department seeks approval from the Commission through resolution to reapply for funding under the Edward Byrne Memorial Justice Assistance Grant Program Grant# 5469902 for 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 with our Real-Time Video and LPR Project. 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 Real-Time Video and LPR Project which consists of 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 GRANT #5469902 FY2027 FOR REAL-TIME VIDEO AND LPR PROJECT 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 Grant #5469902 FY2027 for Real-Time Video and LPR Project 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 Grant #5469902 FY2027 for Real-Time Video and LPR Project; 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 Grant #5469902 FY2027 for Real-Time Video and LPR Project 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 Grant #5469902 FY2027 for Real-Time Video and LPR Project, 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 27th day of April, 2026.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #7

**City of Kingsville
Police Department**

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 Grant#5094903
Amended

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 Grant#5094903. This grant will continue to support our Body Worn Camera Project by being able to purchase 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:



**City of Kingsville
Police Department**

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

- **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 Grant#5094903. This initiative is critical for our Body Worn Camera Project to continue 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, GRANT #5094903; 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, Grant #5094903, 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, Grant #5094903.

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, Grant #5094903, 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 27th day of April, 2026.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #8

CITY OF KINGSVILLE



P. O. BOX 1458 - KINGSVILLE, TEXAS 78364

Date: March 20, 2026

To: City Commission via City Manager Charlie Sosa

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

From: Alicia Tijerina, Downtown Manager

Summary: The City of Kingsville was re-certified as a Texas Main Street City in 2011 and has participated in the program every year since. Each year the City enters into a contract with the Texas Historical Commission (THC) for continued participation in the program and pays an annual participation fee. It is time to renew Kingsville's annual commitment to the program.

Background: The mission of the Texas Main Street Program is "to provide technical expertise, resources and support for Texas communities in the preservation and revitalization of historic downtowns and commercial neighborhood districts" Local Main Street programs focus on responsibly utilizing a community's historic assets for economic benefit and increased quality of life.

Texas Main Street has a staff of eight dedicated solely to serving the 90 communities that currently participate in the program. These staff members provide a variety of specialized services in the areas of localized economic development; professional design services (architect, project designers); program capacity building and maintenance; planning and small business assistance. In addition, the Texas Historical Commission provides Main Street Managers and Main Street Board members free training opportunities throughout the year. These services come at no cost beyond the program's annual participation fee. Being a Main Street community also opens us up to special grant opportunities.

Financial Impact: The 2026 annual fee for participation in the Texas Main Street Program is \$535. The funding will come from Membership & Dues Tourism Fund already budgeted.

Recommendation: It is recommended that the City continue to participate in the Texas Main Street Program.

RESOLUTION NO. 2026- _____

A RESOLUTION AUTHORIZING THE CITY OF KINGSVILLE TO CONTINUE PARTICIPATION IN THE TEXAS MAIN STREET PROGRAM, AUTHORIZING THE CITY MANAGER TO EXECUTE THE TEXAS MAIN STREET LOCALLY DESIGNATED PROGRAM 2026 CONTRACT, AND DESIGNATING DOWNTOWN MANAGER ALICIA TIJERINA AS THE MAIN STREET PROGRAM MANAGER FOR THE CITY OF KINGSVILLE TO COORDINATE PROGRAM ACTIVITIES.

WHEREAS: The Texas Main Street Program of the Texas Historical Commission has been created to assist small cities to develop a public/private effort to revitalize their "Main Street" area, and Kingsville was selected in 2011 to participate in the Texas Main Street Program, has participated since then, and would like to continue to participate in 2026; and,

WHEREAS: The City of Kingsville desires to maintain its designation as a Texas Main Street to assist with the improvement and revitalization of our downtown area; and,

WHEREAS: The City Manager needs to execute the Texas Main Street Locally Designated Program 2026 Contract on behalf of the City to continue participation in this program, as well as the Trademark Sublicense Agreement; and,

WHEREAS: The City of Kingsville has hired Alicia Tijerina as the Downtown Manager to assist the City with overseeing the "Main Street" area and the Texas Main Street Program.

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

SECTION 1. That the City of Kingsville will continue participation in the 2026 Main Street Program with the specific goal of revitalizing the central business district within the context of the preservation and rehabilitation of its historic buildings.

SECTION 2. That the City of Kingsville will provide an adequate budget to employ a full-time Main Street Program Manager for a minimum of three years from its original designation date in 2011, which it has done, and provide funds for the training of the Main Street Program Manager and the operating expenses of the program.

SECTION 3. That the City Manager be authorized to execute the Texas Main Street Locally Designated Program 2026 Contract on behalf of the City of Kingsville as well as the Trademark Sublicense Agreement.

SECTION 4. That Alicia Tijerina, the City's Downtown Manager, be designated to supervise the Main Street Manager activities.

SECTION 5. That this Resolution shall be and become effective on or after adoption.

PASSED, APPROVED, AND ADOPTED by a majority vote of the City Commission this 27th day of April, 2026.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

Texas Main Street Locally Designated Program 2026 Contract

I. PARTIES TO THE CONTRACT

This contract and agreement concerning **Kingsville Main Street Program (“Agreement”)** is entered into between the **City of Kingsville** (hereinafter referred to as **“Participant”**) and the **Texas Historical Commission** (hereinafter referred to as **“THC”**). This Agreement shall be governed by Texas Government Code § 442.014, and Texas Administrative Code, Title 13, Part 2, Chapter 19. **Kingsville Main Street Program** (hereinafter referred to as **“Local Program”**) is part of a larger program within the **Texas Main Street Program** (hereinafter referred to as **“TMSP”**), as defined in 13 Tex. Admin. Code § 19.3, wherein the Participant qualifies as a **Texas Main Street Small City**, as defined in 13 Tex. Admin. Code § 19.3. The purpose of the Local Program is to assist Participant with the development, revitalization, restoration, and preservation of its historic downtown or commercial neighborhood districts in accordance with the national Main Street Approach.

II. NATIONAL MAIN STREET CENTER BRAND AND NETWORK

This Agreement constitutes a designation of Participant as an official Texas Main Street City (as defined in 13 Tex. Admin. Code § 19.3(2)) and allows the use of the National Main Street Center, Inc. brand, including MAIN STREET AMERICA™ controlled by National Main Street Center, Inc. 53 West Jackson Blvd., Suite 350 Chicago IL 60604. If Participant’s participation in the TMSP ceases, Participant may no longer use the term ‘Main Street’ to describe its local development, restoration, and preservation program; nor utilize or display the trademarks or branding of the National Main Street Center, Inc. The designation as a Texas Main Street City allows for full participation in the TMSP network, which includes eligibility to receive TMSP publications and participate in TMSP networking opportunities. Designated Texas Main Street Cities, such as Participant, shall execute and submit to the TMSP office the National Main Street Center’s Trademark Sublicense Agreement (“TM Sublicense Agreement”), which grants the right to use the registered trademark, logos and brand of National Main Street Center’s membership program - MAIN STREET AMERICA™. Participant hereby agrees to, and shall comply with, all terms and conditions of the TM Sublicense Agreement. For your reference, see attached Exhibit A and B. Exhibit A is sample Main Street America sublicense agreement for accredited communities issued to the City of Denton. Exhibit B is a sample Main Street America sublicense agreement for affiliate communities. Each TMSP Local Program should have its own TM Sublicense Agreement on file; the type of agreement—accredited or affiliate—will reflect the Main Street America designation (accredited or affiliate) assigned to the Local Program in mid-2025. Additionally, Participant acknowledges and agrees that in the event National Main Street Center develops and/or releases an updated TM Sublicense Agreement (“Updated TM Sublicense Agreement”) during the Term of this Agreement, Participant shall be required to execute, and comply with, the Updated TM Sublicense Agreement or otherwise be subjected to termination pursuant to the terms of VII.B. below. In the event National Main Street Center develops and/or releases an Updated TM Sublicense Agreement, THC will provide Participant with sixty (60) days’ notice for Participant to consider, prepare and execute an updated Sublicense Agreement. Furthermore, the parties acknowledge and agree that the execution of such Updated TM Sublicense Agreement shall not require amendment of this Agreement and shall become part of this Agreement upon its execution. In the event of conflict between multiple TM Sublicense Agreements, the most recently executed version shall control.

III. RESPONSIBILITIES OF THE PARTICIPANT AND LOCAL PROGRAM

A. Local Program Staffing and Leadership.

In operation of the Local Program, Participant shall employ a full-time paid program manager who will attend at least two professional development segments annually as outlined in subsection B below. A Texas Main Street Urban City (as defined in 13 Tex. Admin. Code § 19.3(4)) shall additionally employ a full-time assistant program manager who shall also participate in the professional development requirements under subsection B below.

If necessary and subject to TMSP approval, a Texas Main Street Small City (as defined in 13 Tex. Admin. Code § 19.3(3)) may, after the first three years of participating in the TMSP, permit the program manager position to also perform specific economic development, tourism, and other relevant duties while remaining as a full-time paid program manager.

For the purposes of this Agreement, full-time employment means that the program manager works at least forty (40) hours per week dedicated toward the Local Program and downtown revitalization. Employees of the Local Program shall be subject to the sole control and direction of the Participant. Participant shall move forward in an efficient manner to fill a program manager vacancy. Participant shall notify the TMSP immediately upon vacancy, identify an interim Local Program contact, and keep TMSP apprised monthly of progress in filling vacancies. Lengthy periods of staff vacancies may demonstrate a failure to adequately staff the program per Stipulation E Probation.

Participant shall establish and maintain a Main Street local advisory board to direct priorities of the program, provide human and fiscal support to program planning and activities, and advocate for the livelihood of the Local Program. The board will have a chair who is the primary spokesperson for the board and the primary point of contact for program manager. Make-up and duties of this board are to be defined locally by Participant with consultation from Local Program stakeholders.

B. Professional development.

The program manager will attend at least two professional development opportunities—in their entirety—each year from the list below. If there is a full-time assistant program manager in addition to the program manager/s as directed above for Urban Cities, that person should also attend at least one segment of Main Street professional development annually.

Preferred Options—at least one of the two required trainings must be from options numbered 1, 2, 3, or 4:

1. TMSP annual professional development retreat for all program managers
2. National Main Street Now Conference
3. TMSP New Manager Training, typically held annually on the day before the TMSP annual professional development retreat
4. Real Places: Preserving Texas History Conference of the THC

Additional Contractually Approved Training Options

5. Certification programs of MAIN STREET AMERICA™
6. Texas Downtown Conference
7. PastForward Conference of the National Trust for Historic Preservation

With prior THC approval, program managers with more than two years' experience as a Main Street Manager may request to substitute an equivalent—in time and dept of content as above approved training—training related to historic preservation, downtown revitalization, or economic development course, for one of the above opportunities. However, request must state why approved trainings were unavailable or of less need for program manager's education.

New program managers shall complete the TMSP new manager training within their first year of employment. In addition to the annual TMSP new manager training, new managers will be provided by TMSP with self-paced information and training when onboarding in their new role. The new manager should complete a review of this information and all tasks within the first three (3) months of hire.

If a replacement program manager is hired during this contract period who has not previously attended TMSP basic training or without significant Main Street knowledge and experience as determined by TMSP, the manager is required to complete one TMSP basic training orientation series. A \$500 training fee shall be charged to the Participant for the new manager training series required under these circumstances.

To help ensure an effective Local Program, board members and volunteers are encouraged to attend TMSP educational opportunities.

Program managers are expected to participate in additional abbreviated professional development and information sessions as a TMSP network participant. These sessions do not count toward the formal professional development requirements above, but are essential for timely network communication and participation.

- Virtual quarterly TMSP network meetings
- Virtual TMSP trainings
- In-person TMSP trainings
- TMSP Accreditation Site Visits
- Virtual meetings for Local Programs offered by Main Street America

C. Commitment.

Participant agrees to carry out their Local Program work according to the Main Street Approach as promulgated by the National Main Street Center and displayed at www.mainstreet.org/mainstreetamerica/theapproach. Participant agrees to incorporate the following Main Street Community Evaluation Standards into their Local Program work:

1. Broad-Based Community Commitment to Revitalization
2. Inclusive Leadership and Organizational Capacity
3. Diversified Funding and Sustainable Program Operations
4. Strategy-Driven Programming
5. Preservation-Based Economic Development
6. Demonstrated Impact and Results

D. Reporting.

To measure progress, Participant shall track reinvestment statistics and quarterly activity in an approved format submitted to the TMSP office by the 10th of the month following the end of each calendar quarter. If the 10th falls on a holiday or a weekend, the report will be due the first business day after the holiday or weekend. Even if there has not been reinvestment or activity in a quarter, Participant shall still submit a report noting such.

Dates quarterly reports must be submitted by:

- Quarter 1—April 10
- Quarter 2—July 10
- Quarter 3—October 10
- Quarter 4—January 10

Additionally, Participant shall submit an annual self-assessment that includes an evaluation of the Local Program with respect to Main Street America's baseline programmatic requirements, including the implementation of the Main Street Approach in alignment with Main Street America's Community Evaluation Standards as noted in Section III. C. above for the previous calendar year. Assessment, baseline requirements, approach, and standards are published on the Main Street America website here: www.mainstreet.org.

E. Probation.

Participant agrees that their Local Program may be placed on probation, which may result in the suspension of TMSP services or possible removal from the TMSP, for any of the following reasons:

1. Failure to submit a local program annual self-assessment pursuant to Section III. D above.
2. Failure to achieve accreditation objectives more than two (2) consecutive years.
3. Failure to submit activity/reinvestment reports for more than two (2) consecutive quarters.
4. Failure to employ a full-time Main Street Manager.
5. Failure to adequately staff, per this contract, or fund the program.
6. Failure of an experienced Main Street Manager (in the role greater than two (2) years) to spend a minimum of 75% of their time on Main Street Program work.
7. Limiting Main Street Manager effectiveness by adding roles or titles beyond Main Street specific responsibilities, which results in a negative impact on program's effectiveness as documented by a drop in annual assessment scoring and/or affiliate designation.
8. Failure to hire for a Main Street Manager vacancy within six (6) months of the previous manager's departure.
9. Failure to establish an active Board that is solely focused on the TMSP approved Main Street District.
10. Failure of a community to employ Historic Preservation Codes and Ordinances or to actively advocate for them.
11. Failure to abide by this Agreement.

THC shall notify Participant in writing prior to implementing probation in accordance with Texas Administrative Code, Title 13, Part 2, Chapter 19. In the case of probation, Participant will work with the THC's State Coordinator or delegate to overcome any deficiencies. THC may terminate the Local Program's participation in the TMSP if Participant fails to remedy identified deficiencies within a reasonable time. No fees will be refunded in cases of probation and any outstanding fees under this Agreement will remain due. During probationary status, the stipulations called for in sections III and IV of this Agreement may be temporarily altered or suspended upon THC's discretion.

F. National Main Street America™ membership.

Participant shall budget for and maintain membership in the National Main Street Center.

IV. SERVICES TO BE PERFORMED BY TMSP

A. On-site visits and technical expertise.

TMSP services are available to designated Texas Main Street Cities in good standing and will be delivered in accordance with Texas Administrative Code, Title 13, Part 2, Chapter 19 subject to available THC resources. Services may include, but are not limited to consultations, training, or site visits to address design, organization, promotion, economic vitality, and historic preservation.

B. Assistance Securing a Main Street Manager.

Should a replacement program manager be needed, the TMSP office can assist with elements of the hiring process, including job description examples, job posting options, and interview questions. Upon Participant's request, the TMSP office may assist in the hiring process if its capacity allows; however, the responsibility for selection, salary, employment and employee-related legal matters will remain with Participant. The Participant is responsible for, and shall hold THC and TMSP harmless from, all the acts and omissions of its managers and all of its employees, agents, representatives, contractors and/or subcontractors.

V. GENERAL TERMS AND RESPONSIBILITIES.

A. Confidentiality and Public Information Act.

Notwithstanding any provisions of this Agreement to the contrary, Participant and THC will comply with the Texas Public Information Act, codified in Chapter 552, Texas Government Code, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. THC and Participant agree to notify each other in writing within a reasonable time from receipt of a request for information related to Participant's work under this Agreement. Participant and THC will cooperate in the production of documents responsive to the request. Participant will notify THC within twenty-four (24) hours of receipt of any third-party requests for information that was provided by the State of Texas for use in performing the Agreement. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. Subject to the Texas Public Information Act, Participant agrees to maintain

the confidentiality of information received from the State of Texas during the performance of this Agreement, including information which discloses confidential personal information.

B. Dispute Resolution.

The dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used by THC and Participant to resolve any dispute arising under the Agreement.

If Participant's claim for breach of Agreement cannot be resolved in the ordinary course of business, it shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, Participant shall submit written notice, as required by Chapter 2260, to the individual identified in the Agreement for receipt of notices. Compliance by Participant with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.

The contested case process provided in Chapter 2260 is Participant's sole and exclusive process for seeking a remedy for an alleged breach of Agreement by THC if the parties are unable to resolve their disputes as described above.

Compliance with the contested case process provided in Chapter 2260 is a condition precedent to seeking consent to sue from the Legislature under Chapter 107, Civil Practices and Remedies Code. Neither the execution of the Agreement by Participant and THC nor any other conduct of any representative of the Participant or THC relating to the Agreement shall be considered a waiver of sovereign immunity to suit by THC or any governmental immunity to which Participant is otherwise entitled under Texas law.

C. Indemnification.

TO THE EXTENT ALLOWABLE BY LAW, PARTICIPANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THC, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF PARTICIPANT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE AGREEMENT AND THE TM SUBLICENSE AGREEMENT AND/OR UPDATED TM SUBLICENSE AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY PARTICIPANT WITH THE OFFICE OF THE ATTORNEY GENERAL ("OAG") WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PARTICIPANT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. PARTICIPANT AND THC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

TO THE EXTENT ALLOWABLE BY LAW, PARTICIPANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, THC AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD PARTY

CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE AND SERVICE MARKS, AND ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH THE PERFORMANCES OR ACTIONS OF PARTICIPANT PURSUANT TO THIS AGREEMENT AND/OR UPDATED TM SUBLICENSE AGREEMENT. PARTICIPANT AND THC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. PARTICIPANT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY PARTICIPANT WITH THE OAG WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PARTICIPANT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG.

D. Independent Contractor.

Participant or Participant's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing goods or services. Participant or Participant's employees, representatives, agents and any subcontractors shall not be employees of THC. Should Participant subcontract any of the services required in this Agreement, Participant expressly understands and acknowledges that in entering such subcontract(s), THC is in no manner liable to any subcontractor(s) of Participant. In no event shall this provision relieve Participant of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this Agreement and the TM Sublicense Agreement or Updated TM Sublicense Agreement.

E. Ownership of Intellectual Property.

For the purposes of this Agreement, the term "Work Product" is defined as all reports, analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, knowledge, know-how, ideas, improvements, plans, advice, research, materials, intellectual property or other property developed, produced, or generated in part or in full by THC and/or in cooperation with Participant, in connection with this Agreement. Work Product specifically excludes pre-existing material owned by Participant, or material developed during the Term of this Agreement independently and exclusively by Participant without any THC involvement or contribution, and that does not include or incorporate any Work Product or Work Product components ("Independent Participant Material"). All Work Product generated pursuant to this Agreement is made the exclusive property of THC. All right, title and interest in and to said Work Product shall vest in THC upon creation and shall be deemed to be, and is expressly intended by the parties to be, a work made for hire and made in the course of the services rendered pursuant to this Agreement. To the extent that title to any such Work Product may not, by operation of law, vest in THC, or such Work Product may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to THC. THC shall have the right to obtain and to hold in its name any and all patents, copyrights, registrations or such other protection as may be appropriate to the Work Product subject matter, and any extensions and renewals thereof.

Furthermore, if and to the extent THC provides Participant any Work Product and/or other property owned by THC ("THC Property") to assist Participant to further the Local Program and the purpose of this Agreement, THC hereby grants Participant, commencing

upon the date that Participant is designated as a Texas Main Street City, a nonexclusive, revocable, worldwide, fully paid, royalty-free, license, for the Term of this Agreement while Participant remains designated as a Texas Main Street City, to reproduce, modify, distribute, publicly perform, publicly display and use the THC Property only to the extent such use is in furtherance of the Local Program. To the extent Participant provides any Independent Participant Material to THC in connection with this Agreement, Participant hereby grants THC, and THC accepts, a nonexclusive, perpetual, irrevocable, worldwide, fully paid, royalty-free license to use, reproduce, copy, modify distribute, publicly perform, publicly display, store, post on the Internet and creative derivative works of such Independent Participant Material, and to sublicense and transfer such Independent Participant Material to third parties to use in accordance with these license terms for THC purposes.

F. State Auditor.

In addition to and without limitation of the other audit provisions of this Agreement, and to the extent applicable, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of Participant or any other entity or person receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. The acceptance of funds by Participant or any other entity or person directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, Participant or other entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. Participant further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Participant shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through Participant and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Participant related to this Agreement.

G. Assignment.

Participant may not assign this Agreement, in whole or in part, and may not assign any right or duty required under it, without the prior written consent of THC. Any attempted assignment in violation of this provision is void and without effect.

VI. CONTRACT AMOUNT

In accordance with Texas Government Code § 442.014(d) and 13 Tex. Admin. Code § 19.5(d), Participant shall pay THC a fee in the amount of \$535 to defray cost of staff time and expenses for services provided under the Local Program. THC shall invoice for the fee and Participant shall tender payment to THC within 60 days.

VII. TERM and TERMINATION

A. Term.

This Agreement begins upon the latest date the Agreement becomes fully executed by individuals who have the authority to bind the party on whose behalf he or she is signing ("Effective Date") and shall expire on December 31, 2026, unless terminated at an earlier date pursuant to subsection B below.

B. Termination.

1. Either party shall have a right to terminate all performances to be rendered under this Agreement by notifying the other party in writing at least ten (10) days in advance of the termination date.
2. In the event Participant refuses or fails to execute any Updated TM Sublicense Agreement pursuant to the terms of Section II. above within sixty (60) days of receipt thereof, THC shall have the right to immediately terminate this Agreement by written notice to the Participant.
3. Upon termination of this Agreement under subsections 1 or 2 above, Participant will no longer be designated as an official Texas Main Street City (as defined in 13 Tex. Admin. Code § 19.3(2)), and will no longer be allowed the use of any Work Product or THC Property, as defined herein, or the registered trademark, logos, and brand of National Main Street Center's membership program MAIN STREET AMERICA™. In such event, Participant agrees to return to THC any Work Product and THC Property in its possession.
4. No funds paid under Section VI. above shall be refunded in any case of termination.

VIII. CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement shall be in writing and signed by both parties.

IX. APPLICABLE LAW AND VENUE; NO WAIVER; SEVERABILITY

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit arising under this Agreement is fixed in any court of competent jurisdiction of Travis County, Texas.

Nothing in this Agreement shall be construed as a waiver of THC's sovereign immunity or any governmental immunity to which Participant is entitled under Texas law. This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Participant, THC or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Participant, THC or the State of Texas under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

In the event that any provision of this Agreement is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

X. PROHIBITED FOREIGN BUSINESSES

In accordance with Texas Government Code, Chapter 2252, Subchapter F, Participant hereby represents and warrants that it is not engaged in business with a company identified on the lists prepared and maintained under Texas Government Code §§ 806.051 (companies with business operations in Sudan), 807.051 (companies with business operations in Iran), or 2252.153 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions' regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A Participant engaged in business with a company claiming such exemption must submit the official copy of the declaration.

XI. FORCE MAJEURE

THC shall not be responsible for performance under this Agreement should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of THC.

Participant shall not be liable to THC for non-performance or delay in performance of a requirement under this Agreement if such non-performance or delay is due to one of the following occurrences, which occurrence must not be preventable through the exercise of reasonable diligence, be beyond the control of Participant, cannot be circumvented through the use of alternate sources, work-around plans, or other means and occur without its fault or negligence: fire; flood; lightning strike; weather damage; earthquake; tornado; hurricane; snow or ice storms; equipment break down; pandemic; acts of war, terrorism, riots, or civil disorder; strikes and disruption or outage of communications, power, or other utility.

In the event of an occurrence under the above paragraph, Participant will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail, and Participant continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. Participant shall immediately notify the THC's State Coordinator by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

XII. NOTICES.

Any notices and/or documents required hereunder shall be deemed to have been duly provided if in writing and delivered personally or by pre-paid guaranteed overnight delivery service, or sent postage prepaid by United States certified mail, return receipt requested. Any such notice shall be effective on the date of delivery if delivered personally, on the next business day following delivery to the guaranteed overnight delivery service if the notice was so delivered and

the charges were prepaid, or on the date the recipient signed for the notice if sent by certified mail.

Notices shall be addressed as follows, or at such other address as any party hereto shall notify the other of in writing:

If to THC:
Texas Historical Commission
P.O. Box 12276
Austin, TX 78711

If to Participant:

City of Kingsville
400 West King Avenue
Kingsville, TX 78363

THE UNDERSIGNED PARTIES BIND THEMSELVES TO THE FAITHFUL PERFORMANCE OF THIS AGREEMENT.

Authorized Signature
(City Manager, Mayor, or Board Chair)

Date: _____

Signer printed name: Sam Fugate

Signer title: Mayor

Signer address: 400 West King Avenue, Kingsville, TX 78363

Signer phone: 361-595-8002

Amy Hammons, State Coordinator
Texas Main Street Program
P.O. Box 12276 Austin, TX 78711
512-463-5758 amy.hammons@thc.texas.gov

Date: _____

Bradford Patterson, Chief Preservation Officer, DSHPO
Texas Historical Commission
P.O. Box 12276 Austin, TX 78711
512-936-2315

Date: _____

**Texas Main Street Locally Designated Program
2026 Contract—Exhibits A & B**

National Main Street Center's Trademark Sublicense Agreement grants the right to use the registered trademark, logos and brand of National Main Street Center's membership program - MAIN STREET AMERICA™. Agreements are issued by Main Street America to Local Program managers mid-year. For that reason, each Local Program signs this agreement mid-year and will have a copy on file. Local Programs designated as "Accredited" were directed to sign an accredited sublicense agreement. Local Programs designated as "Affiliate" were directed to sign an affiliate sublicense agreement. For the purposes of this TMSP contract, we have included a sample of both sublicense agreements--Exhibit A is a Local Program Accredited Sublicensing Agreement for the City of Denton and Exhibit B is a Local Program Affiliate Sublicensing Agreement for the City of Bay City.

TRADEMARK SUBLICENSE AGREEMENT

This Trademark Sublicense Agreement (“Sublicense Agreement”) is entered into between Texas Historical Commission (“Coordinating Program”) and City of Denton (“Sublicensee”), effective as of the last date written below. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Background.

A. The National Main Street Center, Inc. (“NMSC”) operates a membership program called MAIN STREET AMERICA™. As a part of that program, MAIN STREET AMERICA™ Coordinating Program membership is available to statewide, regional or citywide organizations that oversee multiple local downtown and neighborhood programs within their service area and work to preserve and revitalize commercial districts (“Local Programs”). Local Program membership in the MAIN STREET AMERICA™ program is available at the Affiliate or Accredited levels to individual programs or organizations that satisfy the membership eligibility criteria described on the NMSC website (currently located at: [https://higherlogicdownload.s3.amazonaws.com/NMSC/9055-2395-4d3b-af60-81b53974430d/UploadedImages/Join/Main Street America Tier System Overview - 2019 Update.pdf](https://higherlogicdownload.s3.amazonaws.com/NMSC/9055-2395-4d3b-af60-81b53974430d/UploadedImages/Join/Main%20Street%20America%20Tier%20System%20Overview%202019%20Update.pdf)).

B. Organization is a Coordinating Program member of NMSC in good standing and has entered into a Trademark License Agreement with the NMSC which grants to the Coordinating Program the right to sublicense to its Local Programs the use of the NMSC name and trademarks described below.

C. Sublicensee is a Local Program Member in good standing of the MAIN STREET AMERICA™ program at the Accredited level. Sublicensee is also located within the Coordinating Program’s geographic service area. Therefore, Sublicensee has the opportunity to enter into this Sublicense Agreement, which grants certain rights to use the NMSC’s name and trademarks, including MAIN STREET AMERICA™ and MAIN STREET®, as described below.

D. The NMSC’s parent entity, the National Trust for Historic Preservation (“National Trust”), owns the following registered trademarks, which it has delegated to the NMSC the right to sublicense. NMSC and Coordinating Program have entered into a Trademark Licensing Agreement which grants the Coordinating Program the right to sublicense the following registered trademarks:

Mark	U.S. Registration Number
MAIN STREET	Reg. No. 3,365,568
NATIONAL MAIN STREET CENTER	Reg. No. 5,370,135

These registered trademarks owned by the National Trust, together with the MAIN STREET AMERICA™ word marks and logos referred to below, and any other trademarks owned by the National Trust, or the NMSC, which the NMSC may grant the Coordinating Program and Sublicensee permission to use from time to time, are referred to herein as the “Trademarks.”

E. The Trademarks are well known and recognized by the general public and associated in the public mind with the NMSC and the National Trust. The Coordinating Program and the Sublicensee recognize the mutual benefits that accrue from the Sublicensee’s use of the Trademarks in accordance with the terms and conditions of this Sublicense Agreement, including the recognition and credibility brought to the Sublicensee through its use of these Trademarks and the benefit to the Coordinating Program and NMSC from association with high-performing Local Programs.

**National Main Street Center
Local Program Accredited Member Sublicensing Agreement**

2. Grant of Sub-License.

A. Subject to the terms and conditions of this Sublicense Agreement, the Coordinating Program hereby grants to the Sublicensee the non-exclusive right and license to use the Trademarks to identify and promote its participation in the MAIN STREET AMERICA™ program, as well as its relationship and association with the Coordinating Program and NMSC, in connection with the following activities:

- i. **MAIN STREET AMERICA™ word and logo marks.** The Sublicensee's right to use the MAIN STREET AMERICA™ word mark and the following MAIN STREET AMERICA logo is limited to Sublicensees which are members in good standing at the Accredited membership level of the MAIN STREET AMERICA™ program:

For use by Local Programs who are Designated Members at the Accredited Level:



As a Main Street America™ Accredited program, INSERT NAME HERE is a recognized leading program among the national network of more than 1,200 neighborhoods and communities who share both a commitment to creating high-quality places and to building stronger communities through preservation-based economic development. All Main Street America™ Accredited programs meet a set of National Accreditation Standards of Performance as outlined by the National Main Street Center.

- ii. **NATIONAL MAIN STREET CENTER® word mark.** The Sublicensee's right to use the NATIONAL MAIN STREET CENTER® word mark solely and exclusively to indicate its association with the National Main Street Center.
- iii. **MAIN STREET® word mark.** The Sublicensee's right to use the MAIN STREET trademark is limited to use made to identify Sublicensee and/or its activities, including as part of the name of the Sublicensee at the Accredited level, in connection with commercial district revitalization and related consultation, education, and training.

3. Scope of and Limitations on Use. Use of the Trademarks by the Sublicensee will be subject to the following limitations:

A. Sublicensee must display the Accredited level MAIN STREET AMERICA membership mark on their website. All uses of the MAIN STREET AMERICA word mark and logo by Sublicensee must follow the specific mark, color, and character usage set forth in the Brand Guidelines attached as Exhibit A, which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different logos or designs (including any symbols or stylized presentations), in connection with the MAIN STREET AMERICA mark or logo. Use of the MAIN STREET AMERICA word mark and logo by Sublicensee is a mandatory condition of membership in the MAIN STREET AMERICA program.

B. The MAIN STREET mark, as part of the name and identity of Sublicensee's organization, programs, and activities, can be used on materials designed to promote the work of Sublicensee (e.g.,

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website, brochures, newsletter, letterhead or other printed promotional materials). The right to use the MAIN STREET mark by the Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

C. All uses of the NATIONAL MAIN STREET CENTER word mark by Sublicensee must follow the requirements set forth in the Brand Guidelines attached as Exhibit A, which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different logos or designs (including any symbols or stylized presentations) in connection with the NATIONAL MAIN STREET CENTER mark. Use of the NATIONAL MAIN STREET CENTER mark by Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

D. This Sublicense Agreement is subject to the terms, conditions, and limitations of the Trademark License Agreement between NMSC and the Coordinating Program.

E. Sublicensee will not apply to register any of the Trademarks, or any other trademark that incorporates any part of the Trademarks or "National Trust for Historic Preservation." Sublicensee will not state or imply that it owns any such trademarks.

F. Sublicensee will not use the Trademarks in combination with or in juxtaposition with other trademarks except as may be approved in writing by the NMSC. The Sublicensee will apply and display the ® symbol and the ™ symbol next to or with respect to the Trademarks as directed by the Coordinating Program.

G. Other than as specifically provided herein, Sublicensee is not granted any other rights to use, license or sublicense the Trademarks.

4. Term. This Sublicense Agreement will become effective immediately upon the date of last signature below, and, unless terminated early under Section 5 or 10, will be effective through May 31, 2026, at which time it may be renewed by mutual written agreement of the parties hereto.

5. Conditions. This Sublicense Agreement between Coordinating Program and Sublicensee is conditioned upon Sublicensee having an active MAIN STREET AMERICA membership at the Accredited level with NMSC. The requirements of this membership are currently available at: [https://higherlogicdownload.s3.amazonaws.com/NMSC/390e0055-2395-4d3b-af60-81b53974430d/UploadedImages/Join/Main Street America Tier System Overview - 2019 Update.pdf](https://higherlogicdownload.s3.amazonaws.com/NMSC/390e0055-2395-4d3b-af60-81b53974430d/UploadedImages/Join/Main%20Street%20America%20Tier%20System%20Overview%202019%20Update.pdf), and are incorporated herein by reference.

6. Acknowledgment of Ownership. Use of the Trademarks indicates acknowledgment by the Sublicensee of the NMSC's and the National Trust's rights and title to the Trademarks, (i.e. MAIN STREET AMERICA, NATIONAL MAIN STREET CENTER, and MAIN STREET), and that Sublicensee will not at any time do, or permit to be done, any act or thing that will in any way impair the rights of the NMSC or the National Trust. All use of the Trademarks by the Sublicensee will inure to the benefit of the NMSC and the National Trust.

7. Goodwill and promotional value. Sublicensee recognizes and acknowledges the value of goodwill associated with the Trademarks and agrees that it will not conduct any activity, provide any service, or produce or distribute goods which in any way damages or reflects adversely upon the NMSC or the National Trust.

8. Non-assignment. This Sublicense Agreement is personal to the Sublicensee, and may not be assigned to any other individual, program, organization, or agency. Any attempted assignment will be null and void.

**National Main Street Center
Local Program Accredited Member Sublicensing Agreement**

9. Compliance Verification. It is the responsibility of the Sublicensee to verify compliance with the terms of this Sublicense Agreement, and to provide complete and accurate usage reports to the Coordinating Program. If the Coordinating Program or the NMSC has reason to believe that the Sublicensee is in violation of this Sublicense Agreement, the Coordinating Program or NMSC shall have the right to make inquiries with Sublicensee as necessary to determine compliance. In such case, the Sublicensee will cooperate with the Coordinating Program and/or NMSC in its investigation and provide in a timely fashion any and all information that is requested.

10. Termination.

A. Coordinating Program may terminate this Sublicense Agreement if the Sublicensee violates any of the provisions of this Sublicense Agreement or fails to satisfy the membership criteria established by the NMSC for Accredited Local Programs. Such termination will be effective thirty (30) calendar days after the Coordinating Program sends written notice of such termination to Sublicensee. During this thirty (30) day period, Sublicensee may attempt to cure such violation. If the violation is not cured during this period, the termination will be effective upon the expiration of the thirty (30) calendar day period.

B. This Sublicense Agreement will automatically terminate immediately without any notice required, notwithstanding the above paragraph, if the Coordinating Program or NMSC determines, in their sole discretion: (i) that Sublicensee's actions could negatively affect the goodwill, image, or reputation of the NMSC, the National Trust, the Coordinating Program, or any of the Trademarks; (ii) the Sublicensee discontinues all or a significant portion of its business; (iii) the National Trust terminates, revokes, or fails to renew the NMSC's rights to use, license, or sublicense the Trademarks; or (iv) the NMSC terminates, revokes or fails to renew the Coordinating Program's rights to use, license or sublicense the Trademarks.

C. Upon the expiration or early termination of this Sublicense Agreement, the Sublicensee will discontinue use of the Trademarks and will promptly destroy and delete tangible and electronic documents and files containing any such marks, except for a limited number of copies retained for archival purposes only.

11. Governing Law. This Sublicense Agreement is entered into in the District of Columbia and will be governed by and construed in accordance with the laws of the District of Columbia, USA, without giving effect to conflict of laws provisions.

12. Annual Report, Notice, Other Communication. Upon request by the Coordinating Program or NMSC, Sublicensee shall submit samples of any materials on which the Trademarks licensed under this agreement were used during the year. Such samples shall be submitted within ten (10) business days of receipt of a written request from the Coordinating Program or NMSC.

13. Notices. Any notices which either party is required or may desire to serve upon the other party shall be in writing and may be served either personally or by depositing the same in the mail (first class postage prepaid, certified and return receipt requested) or with a reputable overnight express delivery service (with confirmed delivery, charge prepaid or billed to shipper), addressed to the party to be served as follows, unless a different address is designated in writing by the party to be served. Notice shall also be required to be given by electronic mail on the same date as deposited in the mail. Notice given by mail alone shall not be sufficient.

To Coordinating Program:

Name: Texas Historical Commission

Address: PO Box 12276

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Austin, TX 78711
Phone: 512-936-2315
Email: brad.patterson@thc.texas.gov

To Sublicensee:
Name: City of Denton
Address: 401 N. Elm
Denton, TX 76201
Phone: 940.349.7531
Email: Sara.hensley@cityofdenton.com

14. Successors. This Sublicense Agreement shall be binding upon, and will inure to the benefit of, the parties and their respective permitted successors and assigns.

15. Modification. No amendment or modification of the terms or conditions of this Sublicense Agreement will be valid unless in writing and signed by both parties.

16. Waiver. The failure of either party to partially or fully exercise any right or the waiver by either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of this Sublicense Agreement. No waiver shall be valid or binding unless in writing and signed by the waiving party.

17. Severability. If any provision of this Sublicense Agreement or the application of any provision hereof to any person or circumstances is held to be void, invalid, or inoperative, the remaining provisions of this Sublicense Agreement shall not be affected and shall continue in effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.

18. Hold Harmless. The Sublicensee will be responsible at all times for the supervision and management of its activities under this Sublicense Agreement. To the extent possible in accordance with state law, the Sublicensee agrees to hold harmless the Coordinating Program, the NMSC, the National Trust, and their respective directors, trustees, officers, employees, and agents, from any and all liability, loss, damages, costs or expenses which arise out of the negligent acts or omissions of the Sublicensee, its directors, officers, employees, and agents, while acting in the scope of their employment and/or in the course of their involvement with the Sublicensee's activities.

19. Insurance. The Sublicensee shall obtain and maintain one or more policies of insurance to ensure Sublicensee's performance of its obligations under this Sublicense Agreement and to provide adequate protection for the Coordinating Program, the NMSC, and the National Trust, against any and all claims, demands, causes of action or damages, including attorney's fees, arising out of the performance of this Sublicense Agreement. Nothing herein shall prevent the Sublicensee from self-insuring the terms of coverage or from contracting with an insurance company to provide substantially equivalent coverage.

20. Relationship of the Parties. The Sublicensee is an independent contractor. Nothing in this Sublicense Agreement shall be construed to create or constitute a partnership, joint venture, or any other agency or employment relationship between the parties hereto. Neither party is authorized to enter into any agreement on behalf of, assume any obligation for, or otherwise bind the other party financially or otherwise; nor is either party responsible for the obligations of the other party, including but not limited to obligations to the other's own employees, their wage/salaries, benefits, vacation pay, and the like.

**National Main Street Center
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21. Entire Agreement. This Sublicense Agreement is the entire agreement between the parties with respect to the matters referred to herein and it supersedes and replaces all prior and contemporaneous oral and written understandings pertaining to the subject matter hereof.

IN WITNESS WHEREOF, the parties enter into this Sublicense Agreement effective as of the last date written below.

Coordinating Program

Sublicensee

Signed by:
By: Bradford Patterson
B056A2355A2C40D...

DocuSigned by:
By: Sara Hensley
5236DB296270423...

City Manager

Date: 7/9/2025

Date: 6/26/2025

EXHIBIT A

**National Main Street Center
Local Program Accredited Member Sublicensing Agreement**

EXHIBIT A

BRAND GUIDELINES

EXHIBIT A

BRAND

Guidelines

EXHIBIT A
**MAN STREET
AMERICA™**





HOW WE DESCRIBE OURSELVES

IT IS IMPORTANT THAT WE ALL TELL THE SAME STORY ABOUT *MAIN STREET AMERICA* TO HELP DISTINGUISH AND REINFORCE OUR BRAND. TO DO THAT, WE HAVE THREE LEVELS OF INCREASING DETAIL: TAGLINE, DESCRIPTOR, AND POSITIONING STATEMENT.

TAGLINE

The tagline is our simplest statement about what Main Street America stands for. We can use it in written materials but to help establish consistency, we should not alter the words.

Nationally recognized. Locally powered.

DESCRIPTOR

The descriptor was developed to be a concise statement about Main Street America to be used in such applications as press releases, announcements, and promotional materials. While it can be altered if necessary for specific circumstances, we encourage using it intact in all applications.

Main Street America™ has been helping revitalize older and historic commercial districts for more than 35 years. Today it is a network of more than 1,600 neighborhoods and communities, rural and urban, who share both a commitment to place and to building stronger communities through preservation-based economic development. Main Street America is a program of the nonprofit National Main Street Center, a subsidiary of the National Trust for Historic Preservation.



OUR POSITIONING

POSITIONING STATEMENT

The positioning statement provides more detail about *Main Street America* and what makes our program both unique and effective. It can be used in its entirety, or parts can be extracted, as a source of language for a variety of communication needs.

Main Street America™ is a movement. Main Street America has been helping revitalize older and historic commercial districts for more than 35 years. It is the leading voice for preservation-based economic development and community revitalization across the country. Made up of small towns, mid-sized communities, and urban commercial districts, Main Street America represents the local diversity that makes this country so unique. Working together, the programs that make up the Main Street America network help to breathe new life into the places people call home.

Main Street America is a mark of distinction. It is a seal, recognizing that participating programs, organizations, and communities are part of a national movement with a proven track record for celebrating community character, preserving local history, and generating impressive economic returns. Since 1980, over 2,000 communities have been part of Main Street, bringing renewed energy and activity to America's downtowns and commercial districts, securing \$61 billion in new investment creating more than 525,000 net new jobs and rehabilitating 251,000 buildings.

Main Street America is a time-tested strategy. Main Street America communities are encouraged to make use of a time-tested approach, known as the Main Street Approach. The Main Street Approach is rooted in a commitment to broad-based community engagement, a holistic understanding of the factors that impact the quality of life in a community, and strategic focus on the core principles of downtown and neighborhood revitalization: Economic Vitality, Quality Design, Effective Promotion, and Sustainable Organization.



OUR LOGO

THE MAIN STREET AMERICA™ NAME AND ALL ASSOCIATED LOGOS ARE TRADEMARKS OF THE NATIONAL MAIN STREET CENTER AND MAY BE USED ONLY WITH PERMISSION OF NMSC.

Three brand treatments—each associated with a different level of membership with Main Street America—are available to accommodate communication needs and establish consistency across the network. All Main Street America members who have signed licensing or sub-licensing agreements are required to include the appropriate logo and membership language on their websites, and are encouraged to use them across other communications and branding platforms.



EXHIBIT A



LOGO USAGE

IT IS IMPERATIVE THAT A LOGO IS PRESENTED CONSISTENTLY, CLEARLY AND CORRECTLY.

There are a few rules to keep in mind when using our logo:

BE CONSISTENT

Place the logo on a white background. Do not place on dark, photographic, or illustrative backgrounds.

KEEP IT CLEAR

Make sure the logo has enough space around it so that it is legible. Do not place other elements within the "clear space."

USE CORRECTLY

Use approved logo files as they are provided, do not alter them in any way.

EXHIBIT A



Always maintain an area of "clear space" around the logo to ensure legibility. That space is equal to the height of "MAIN STREET". DO NOT place anything inside of the gray dotted box.



DO NOT resize parts of the logo
DO NOT omit parts of the logo



DO NOT change the color of the logo
DO NOT add effects such as drop shadows to the logo



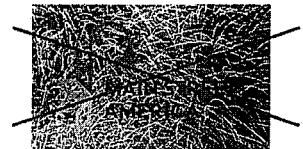
DO NOT stretch or distort the logo



DO NOT alter the placement of the parts of the logo



DO NOT rotate the logo



DO NOT place the logo on patterns or photos



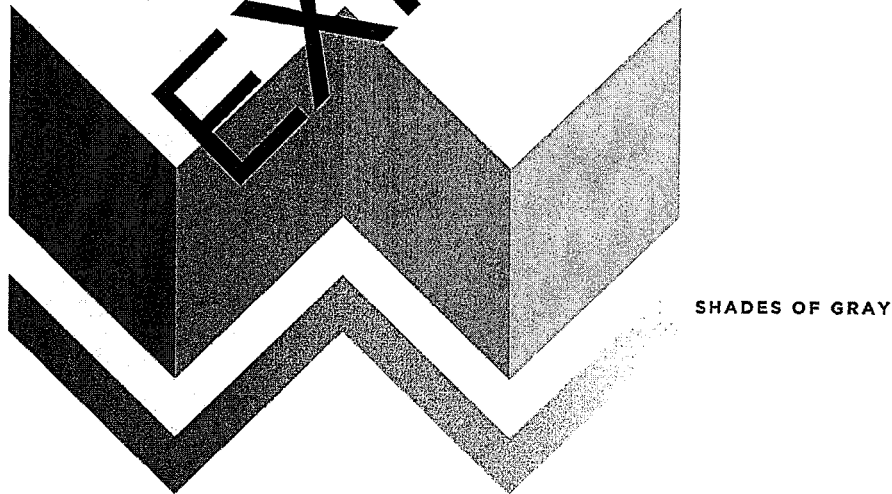
OUR COLORS

A COLOR PALETTE IS AN ESSENTIAL INGREDIENT IN ESTABLISHING A STRONG AND DISTINCTIVE BRAND PRESENCE.

The icon of our logo is comprised of four colors with black text. Along with shades of gray, these are the only acceptable colors to be used in our communications. The logo should always command the most visual attention, and color should be used to support but never overwhelm the logo. Additionally, when appropriate, color may be used to highlight the Main Street Four Point Approach®; each area has an assigned color:

ECONOMIC VITALITY // QUALITY DESIGN // EFFICIENT PROMOTION // SUSTAINABLE ORGANIZATION

BLUE	GREEN	ORANGE	YELLOW	
100.0.20.0	50.0.100.0	0.40.100.0	0.10.100.0	Print (CMYK)
PMS 313	PMS 376	PMS 117	PMS 116*	Print (PANTONE)
0.173.208	106.189.69	254.154.29	254.203.0	SCREEN (RGB)



SHADES OF GRAY

* Pantone Color Values vary between Coated, Uncoated and Matte finishes. While these variations are typically nominal, please use PMS 114 on Uncoated paper instead of PMS 116 because it's the better overall match.



FILE USAGE

OUR LOGO IS AVAILABLE IN A VARIETY OF FILE FORMATS.

The appropriate format should be selected based on how it will be used. Please refer to the list below for guidance.

- EPS** Created in Adobe Illustrator, logo files are EPS vector files and resolution-independent, meaning they can be scaled an infinite amount without any loss of quality. Use EPS files for print, broadcast and specialty items.
- JPEG** A raster graphic image file created by encoding from a range of compression qualities, therefore making it smaller in size and easier to email. Usually for broadcast, MS Word or web use, JPEGs can only be used for print reproduction if they have high enough resolution.
- PNG** A raster graphic image file that supports lossless data compression. This format provides background transparency, perfect for use in MS PowerPoint presentations.

EXHIBIT A

TRADEMARK SUBLICENSE AGREEMENT

This Trademark Sublicense Agreement (“Sublicense Agreement”) is entered into between Texas Historical Commission (“**Coordinating Program**”) and City of Bay City (“**Sublicensee**”), effective as of the last date written below. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Background.

A. The National Main Street Center, Inc. (“NMSC”) operates a membership program called MAIN STREET AMERICA™. As a part of that program, MAIN STREET AMERICA™ Coordinating Program membership is available to statewide, regional or citywide organizations that oversee multiple local downtown and neighborhood programs within their service area and work to preserve and revitalize commercial districts (“Local Programs”). Local Program membership in the MAIN STREET AMERICA™ program is available at the Affiliate or Accredited levels to individual programs or organizations that satisfy the membership eligibility criteria described on the NMSC website (currently located at: [https://higherlogicdownload.s3.amazonaws.com/NMSC/390e0055-2395-4d3b-af60-81b53974430d/UploadedImages/Join/Main Street America System Overview - 2019 Update.pdf](https://higherlogicdownload.s3.amazonaws.com/NMSC/390e0055-2395-4d3b-af60-81b53974430d/UploadedImages/Join/Main%20Street%20America%20System%20Overview%202019%20Update.pdf)).

B. Organization is a Coordinating Program member of NMSC in good standing and has entered into a Trademark License Agreement with the NMSC which grants to the Coordinating Program the right to sublicense to its Local Programs the use of the NMSC name and trademarks described below.

C. Sublicensee is a Local Program Member in good standing of the MAIN STREET AMERICA™ program at the Affiliate level. Sublicensee is also located within the Coordinating Program’s geographic service area. Therefore, Sublicensee has the opportunity to enter into this Sublicense Agreement, which grants certain rights to use the NMSC’s name and trademarks, including MAIN STREET AMERICA™ and MAIN STREET®, as described below.

D. The NMSC’s parent entity, the National Trust for Historic Preservation (“National Trust”), owns the following registered trademarks, which it has delegated to the NMSC the right to sublicense. NMSC and Coordinating Program have entered into a Trademark Licensing Agreement which grants the Coordinating Program the right to sublicense the following registered trademarks:

Mark	U.S. Registration Number
MAIN STREET	Reg. No. 3,365,568
NATIONAL MAIN STREET CENTER	Reg. No. 5,370,135

These registered trademarks owned by the National Trust, together with the MAIN STREET AMERICA™ word marks and logos referred to below, and any other trademarks owned by the National Trust, or the NMSC, which the NMSC may grant the Coordinating Program and Sublicensee permission to use from time to time, are referred to herein as the “Trademarks.”

E. The Trademarks are well known and recognized by the general public and associated in the public mind with the NMSC and the National Trust. The Coordinating Program and the Sublicensee recognize the mutual benefits that accrue from the Sublicensee’s use of the Trademarks in accordance with the terms and conditions of this Sublicense Agreement, including the recognition and credibility brought to the Sublicensee through its use of these Trademarks and the benefit to the Coordinating Program and NMSC from association with high-performing Local Programs.

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Local Program Affiliate Member Sublicensing Agreement**

2. Grant of Sub-License.

A. Subject to the terms and conditions of this Sublicense Agreement, the Coordinating Program hereby grants to the Sublicensee the non-exclusive right and license to use the Trademarks to identify and promote its participation in the MAIN STREET AMERICA™ program, as well as its relationship and association with the Coordinating Program and NMSC, in connection with the following activities:

- i. **MAIN STREET AMERICA™ word and logo marks.** The Sublicensee's right to use the MAIN STREET AMERICA™ word mark and the following MAIN STREET AMERICA logo is limited to Sublicensees which are members in good standing at the Affiliate membership level of the MAIN STREET AMERICA™ program:

For use by Local Programs who are Designated Members at the Affiliate Level:



As a Main Street America™ Affiliate, INSERT NAME HERE is part of a national network of more than 1,200 neighborhoods and communities who share both a commitment to creating high-quality places and to building stronger communities through preservation-based economic development.

- ii. **NATIONAL MAIN STREET CENTER® word mark.** The Sublicensee's right to use the NATIONAL MAIN STREET CENTER® word mark solely and exclusively to indicate its association with the National Main Street Center.
- iii. **MAIN STREET® word mark.** The Sublicensee's right to use the MAIN STREET trademark is limited to use made to identify Sublicensee and/or its activities, including as part of the name of the Sublicensee at the Affiliate level, in connection with commercial district revitalization and related consultation, education, and training.

3. Scope of and Limitations on Use. Use of the Trademarks by the Sublicensee will be subject to the following limitations:

A. Sublicensee must display the Affiliate level MAIN STREET AMERICA membership mark on their website. All uses of the MAIN STREET AMERICA word mark and logo by Sublicensee must follow the specific mark, color, and character usage set forth in the Brand Guidelines attached as Exhibit A, which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different logos or designs (including any symbols or stylized presentations), in connection with the MAIN STREET AMERICA mark or logo. Use of the MAIN STREET AMERICA word mark and logo by Sublicensee is a mandatory condition of membership in the MAIN STREET AMERICA program.

B. The MAIN STREET mark, as part of the name and identity of Sublicensee's organization, programs, and activities, can be used on materials designed to promote the work of Sublicensee (e.g.,

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website, brochures, newsletter, letterhead or other printed promotional materials). The right to use the MAIN STREET mark by the Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

C. All uses of the NATIONAL MAIN STREET CENTER word mark by Sublicensee must follow the requirements set forth in the Brand Guidelines attached as Exhibit A, which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different logos or designs (including any symbols or stylized presentations) in connection with the NATIONAL MAIN STREET CENTER mark. Use of the NATIONAL MAIN STREET CENTER mark by Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

D. This Sublicense Agreement is subject to the terms, conditions, and limitations of the Trademark License Agreement between NMSC and the Coordinating Program.

E. Sublicensee will not apply to register any of the Trademarks, or any other trademark that incorporates any part of the Trademarks or "National Trust for Historic Preservation." Sublicensee will not state or imply that it owns any such trademarks.

F. Sublicensee will not use the Trademarks in combination with or in juxtaposition with other trademarks except as may be approved in writing by the NMSC. The Sublicensee will apply and display the ® symbol and the ™ symbol next to or with respect to the Trademarks as directed by the Coordinating Program.

G. Other than as specifically provided herein, Sublicensee is not granted any other rights to use, license or sublicense the Trademarks.

4. Term. This Sublicense Agreement will become effective immediately upon the date of last signature below, and, unless terminated early under Sections 5 or 10, will be effective through May 31, 2026, at which time it may be renewed by mutual written agreement of the parties hereto.

5. Conditions. This Sublicense Agreement between Coordinating Program and Sublicensee is conditioned upon Sublicensee having an active MAIN STREET AMERICA membership at the Affiliate level with NMSC. The requirements of this membership are currently available at: [https://higherlogicdownload.s3.amazonaws.com/NMSC/390e0055-2395-4d3b-af60-81b53974430d/UploadedImages/Join/Main Street America Tier System Overview - 2019 Update.pdf](https://higherlogicdownload.s3.amazonaws.com/NMSC/390e0055-2395-4d3b-af60-81b53974430d/UploadedImages/Join/Main%20Street%20America%20Tier%20System%20Overview%202019%20Update.pdf), and are incorporated herein by reference.

6. Acknowledgment of Ownership. Use of the Trademarks indicates acknowledgment by the Sublicensee of the NMSC's and the National Trust's rights and title to the Trademarks, (i.e. MAIN STREET AMERICA, NATIONAL MAIN STREET CENTER, and MAIN STREET), and that Sublicensee will not at any time do, or permit to be done, any act or thing that will in any way impair the rights of the NMSC or the National Trust. All use of the Trademarks by the Sublicensee will inure to the benefit of the NMSC and the National Trust.

7. Goodwill and promotional value. Sublicensee recognizes and acknowledges the value of goodwill associated with the Trademarks and agrees that it will not conduct any activity, provide any service, or produce or distribute goods which in any way damages or reflects adversely upon the NMSC or the National Trust.

8. Non-assignment. This Sublicense Agreement is personal to the Sublicensee, and may not be assigned to any other individual, program, organization, or agency. Any attempted assignment will be null and void.

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Local Program Affiliate Member Sublicensing Agreement**

9. Compliance Verification. It is the responsibility of the Sublicensee to verify compliance with the terms of this Sublicense Agreement, and to provide complete and accurate usage reports to the Coordinating Program. If the Coordinating Program or the NMSC has reason to believe that the Sublicensee is in violation of this Sublicense Agreement, the Coordinating Program or NMSC shall have the right to make inquiries with Sublicensee as necessary to determine compliance. In such case, the Sublicensee will cooperate with the Coordinating Program and/or NMSC in its investigation and provide in a timely fashion any and all information that is requested.

10. Termination.

A. Coordinating Program may terminate this Sublicense Agreement if the Sublicensee violates any of the provisions of this Sublicense Agreement or fails to satisfy the membership criteria established by the NMSC for Affiliate Local Programs. Such termination will be effective thirty (30) calendar days after the Coordinating Program sends written notice of such termination to Sublicensee. During this thirty (30) day period, Sublicensee may attempt to cure such violation. If the violation is not cured during this period, the termination will be effective upon the expiration of the thirty (30) calendar day period.

B. This Sublicense Agreement will automatically terminate immediately without any notice required, notwithstanding the above paragraph, if the Coordinating Program or NMSC determines, in their sole discretion: (i) that Sublicensee's actions could negatively affect the goodwill, image, or reputation of the NMSC, the National Trust, the Coordinating Program, or any of the Trademarks; (ii) the Sublicensee discontinues all or a significant portion of its business; (iii) the National Trust terminates, revokes, or fails to renew the NMSC's rights to use, license, or sublicense the Trademarks; or (iv) the NMSC terminates, revokes or fails to renew the Coordinating Program's rights to use, license or sublicense the Trademarks.

C. Upon the expiration or early termination of this Sublicense Agreement, the Sublicensee will discontinue use of the Trademarks and will promptly destroy and delete tangible and electronic documents and files containing any such marks, except for a limited number of copies retained for archival purposes only.

11. Governing Law. This Sublicense Agreement is entered into in the District of Columbia and will be governed by and construed in accordance with the laws of the District of Columbia, USA, without giving effect to conflicts of laws provisions.

12. Annual Report, Notices, Other Communication. Upon request by the Coordinating Program or NMSC, Sublicensee shall submit samples of any materials on which the Trademarks licensed under this agreement were used during the year. Such samples shall be submitted within ten business days of receipt of a written request from the Coordinating Program or NMSC.

13. Notices. Any notices which either party is required or may desire to serve upon the other party shall be in writing and may be served either personally or by depositing the same in the mail (first class postage prepaid, certified and return receipt requested) or with a reputable overnight express delivery service (with confirmed delivery, charge prepaid or billed to shipper), addressed to the party to be served as follows, unless a different address is designated in writing by the party to be served. Notice shall also be required to be given by electronic mail on the same date as deposited in the mail. Notice given by mail alone shall not be sufficient.

To Coordinating Program:

Name: Bradford Patterson
Address: PO Box 12276

**National Main Street Center
Local Program Affiliate Member Sublicensing Agreement**

Austin, TX 78711

Phone: 512-936-2315
Email: Brad.Patterson@thc.texas.gov

To Sublicensee:
Name: ^{scotty crow Jones}
Address: 1901 5TH STREET
BAY CITY, TEXAS 77414
Phone: Phone
Email: t1srael@cityofbaycity.org

14. Successors. This Sublicense Agreement shall be binding upon, and will inure to the benefit of, the parties and their respective permitted successors and assigns.

15. Modification. No amendment or modification of the terms or conditions of this Sublicense Agreement will be valid unless in writing and signed by both parties.

16. Waiver. The failure of either party to partially or fully exercise a right or the waiver by either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of this Sublicense Agreement. No waiver shall be valid or binding unless in writing and signed by the waiving party.

17. Severability. If any provision of this Sublicense Agreement or the application of any provision hereof to any person or circumstances is held to be void, invalid, or inoperative, the remaining provisions of this Sublicense Agreement shall not be affected and shall continue in effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.

18. Hold Harmless. The Sublicensee will be responsible at all times for the supervision and management of its activities under this Sublicense Agreement. To the extent possible in accordance with state law, the Sublicensee agrees to hold harmless the Coordinating Program, the NMSC, the National Trust, and their respective directors, trustees, officers, employees, and agents, from any and all liability, loss, damages, costs or expenses which arise out of the negligent acts or omissions of the Sublicensee, its directors, officers, employees, and agents, while acting in the scope of their employment and/or in the course of their involvement with the Sublicensee's activities.

19. Insurance. The Sublicensee shall obtain and maintain one or more policies of insurance to ensure Sublicensee's performance of its obligations under this Sublicense Agreement and to provide adequate protection for the Coordinating Program, the NMSC, and the National Trust, against any and all claims, demands, causes of action or damages, including attorney's fees, arising out of the performance of this Sublicense Agreement. Nothing herein shall prevent the Sublicensee from self-insuring the terms of coverage or from contracting with an insurance company to provide substantially equivalent coverage.

20. Relationship of the Parties. The Sublicensee is an independent contractor. Nothing in this Sublicense Agreement shall be construed to create or constitute a partnership, joint venture, or any other agency or employment relationship between the parties hereto. Neither party is authorized to enter into any agreement on behalf of, assume any obligation for, or otherwise bind the other party financially or otherwise; nor is either party responsible for the obligations of the other party, including but not limited to obligations to the other's own employees, their wage/salaries, benefits, vacation pay, and the like.

**National Main Street Center
Local Program Affiliate Member Sublicensing Agreement**

21. Entire Agreement. This Sublicense Agreement is the entire agreement between the parties with respect to the matters referred to herein and it supersedes and replaces all prior and contemporaneous oral and written understandings pertaining to the subject matter hereof.

IN WITNESS WHEREOF, the parties enter into this Sublicense Agreement effective as of the last date written below.

Coordinating Program

Sublicensee

Signed by:
By: Bradford Patterson
563A08D4C168466...

Signed by:
By: Scotty Crow Jones
EB1CB54EE0A74DE...

Date: 5/29/2025

Date: 5/28/2025

EXHIBIT B

**National Main Street Center
Local Program Affiliate Member Sublicensing Agreement**

EXHIBIT A

BRAND GUIDELINES

EXHIBIT B

BRAND

Guidelines

EXHIBIT B
**MAN STREET
AMERICA™**





HOW WE DESCRIBE OURSELVES

IT IS IMPORTANT THAT WE ALL TELL THE SAME STORY ABOUT *MAIN STREET AMERICA* TO HELP DISTINGUISH AND REINFORCE OUR BRAND. TO DO THAT, WE HAVE THREE LEVELS OF INCREASING DETAIL: TAGLINE, DESCRIPTOR, AND POSITIONING STATEMENT.

TAGLINE

The tagline is our simplest statement about what Main Street America stands for. We can use it in written materials but to help establish consistency, we should not alter the words.

Nationally recognized. Locally powered.

DESCRIPTOR

The descriptor was developed to be a concise statement about Main Street America to be used in such applications as press releases, announcements, and promotional materials. While it can be altered if necessary for specific circumstances, we encourage using it intact in most applications.

Main Street America™ has been helping revitalize older and historic commercial districts for more than 35 years. Today it is a network of more than 1,600 neighborhoods and communities, rural and urban, who share both a commitment to place and to building stronger communities through preservation-based economic development. Main Street America is a program of the nonprofit National Main Street Center, a subsidiary of the National Trust for Historic Preservation.



OUR POSITIONING

POSITIONING STATEMENT

The positioning statement provides more detail about *Main Street America* and what makes our program both unique and effective. It can be used in its entirety, or parts can be extracted, as a source of language for a variety of communication needs.

Main Street America™ is a movement. Main Street America has been helping revitalize older and historic commercial districts for more than 35 years. It is the leading voice for preservation-based economic development and community revitalization across the country. Made up of small towns, mid-sized communities, and urban commercial districts, Main Street America represents the local diversity that makes this country so unique. Working together, the programs that make up the Main Street America network help to breathe new life into the places people call home.

Main Street America is a mark of distinction. It is a seal, recognizing that participating programs, organizations, and communities are part of a national movement with a proven track record for celebrating community character, preserving local history, and generating impressive economic returns. Since 1980, over 2,000 communities have been part of Main Street, bringing renewed energy and activity to America's downtowns and commercial districts, securing \$61 billion in new investment creating more than 525,000 net new jobs and rehabilitating 251,000 buildings.

Main Street America is a time-tested strategy. Main Street America communities are encouraged to make use of a time-tested approach, known as the Main Street Approach. The Main Street Approach is rooted in a commitment to broad-based community engagement, a holistic understanding of the factors that impact the quality of life in a community, and strategic focus on the core principles of downtown and neighborhood revitalization: Economic Vitality, Quality Design, Effective Promotion, and Sustainable Organization.



OUR LOGO

THE MAIN STREET AMERICA™ NAME AND ALL ASSOCIATED LOGOS ARE TRADEMARKS OF THE NATIONAL MAIN STREET CENTER AND MAY BE USED ONLY WITH PERMISSION OF NMSC.

Three brand treatments—each associated with a different level of membership with Main Street America—are available to accommodate communication needs and establish consistency across the network. All Main Street America members who have signed licensing or sub-licensing agreements are required to include the appropriate logo and membership language on their websites, and are encouraged to use them across other communications and branding platforms.



EXHIBIT B



LOGO USAGE

IT IS IMPERATIVE THAT A LOGO IS PRESENTED CONSISTENTLY, CLEARLY AND CORRECTLY.

There are a few rules to keep in mind when using our logo:

- BE CONSISTENT** Place the logo on a white background. Do not place on dark, photographic, or illustrative backgrounds.
- KEEP IT CLEAR** Make sure the logo has enough space around it so that it is legible. Do not place other elements within the "clear space."
- USE CORRECTLY** Use approved logo files as they are provided, do not alter them in any way.

EXHIBIT B



Always maintain an area of "clear space" around the logo to ensure legibility. That space is equal to the height of "MAIN STREET". DO NOT place anything inside of the gray dotted box.



DO NOT resize parts of the logo
DO NOT omit parts of the logo



DO NOT change the color of the logo
DO NOT add effects such as drop shadows to the logo



DO NOT stretch or distort the logo



DO NOT alter the placement of the parts of the logo



DO NOT rotate the logo



DO NOT place the logo on patterns or photos



**MAIN STREET
AMERICA™**

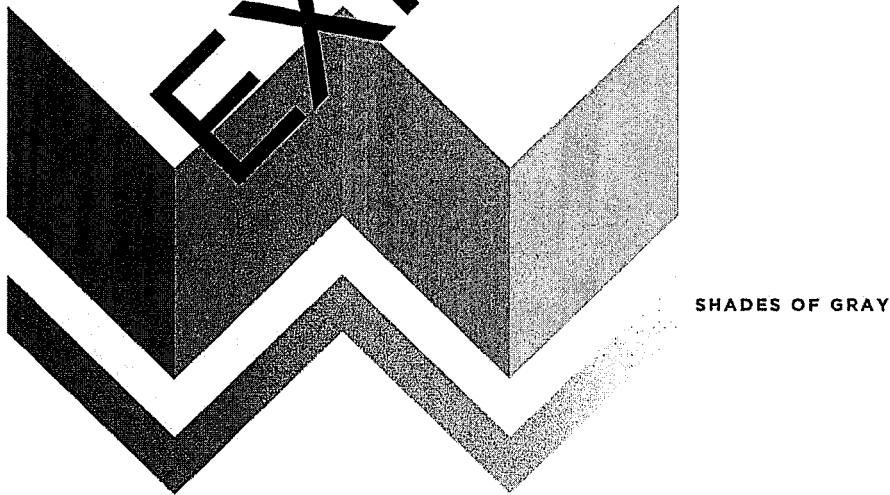
OUR COLORS

A COLOR PALETTE IS AN ESSENTIAL INGREDIENT IN ESTABLISHING A STRONG AND DISTINCTIVE BRAND PRESENCE.

The icon of our logo is comprised of four colors with black text. Along with shades of gray, these are the only acceptable colors to be used in our communications. The logo should always command the most visual attention and colors should be used to support but never overwhelm the logo. Additionally, when appropriate, color may be used to highlight the Main Street Four Point Approach; each area has an assigned color:

ECONOMIC VITALITY // QUALITY DESIGN // EFFECTIVE PROMOTION // SUSTAINABLE ORGANIZATION

BLUE	GREEN	ORANGE	YELLOW	
100.0.20.0	50.0.100.0	0.40.100.0	0.10.100.0	Print (CMYK)
PMS 313	PMS 376	PMS 133	PMS 116*	Print (PANTONE)
0.173.208	106.189.69	255.154.29	254.203.0	SCREEN (RGB)



* Pantone Color Values vary between Coated, Uncoated and Matte finishes. While these variations are typically nominal, please use PMS 114 on Uncoated paper instead of PMS 116 because it's the better overall match.



FILE USAGE

OUR LOGO IS AVAILABLE IN A VARIETY OF FILE FORMATS.

The appropriate format should be selected based on how it will be used. Please refer to the list below for guidance.

- EPS** Created in Adobe Illustrator, logo files are EPS vector files and resolution-independent, meaning they can be scaled an infinite amount without any loss of quality. Use EPS files for print, broadcast and specialty items.
- JPEG** A raster graphic image file created by choosing from a range of compression qualities, therefore making it smaller in size and easier to email. Usually for broadcast, MS Word or web use, JPEGs can only be used for print reproduction if they have high enough resolution.
- PNG** A raster graphic image file that supports lossless data compression. This format provides background transparency, perfect for use in MS PowerPoint presentations.

EXHIBIT B

REGULAR AGENDA

AGENDA ITEM #9

motion item

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



MEMO

Date: April 14, 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 approval from the City Commissioners and Mayor to approve an alcohol variance for a Off-Premise Retailer License/Permit -Package Store Permit for an establishment known as Armadillo Liquor, located at 409 E King Avenue, Kingsville Texas 78363.**

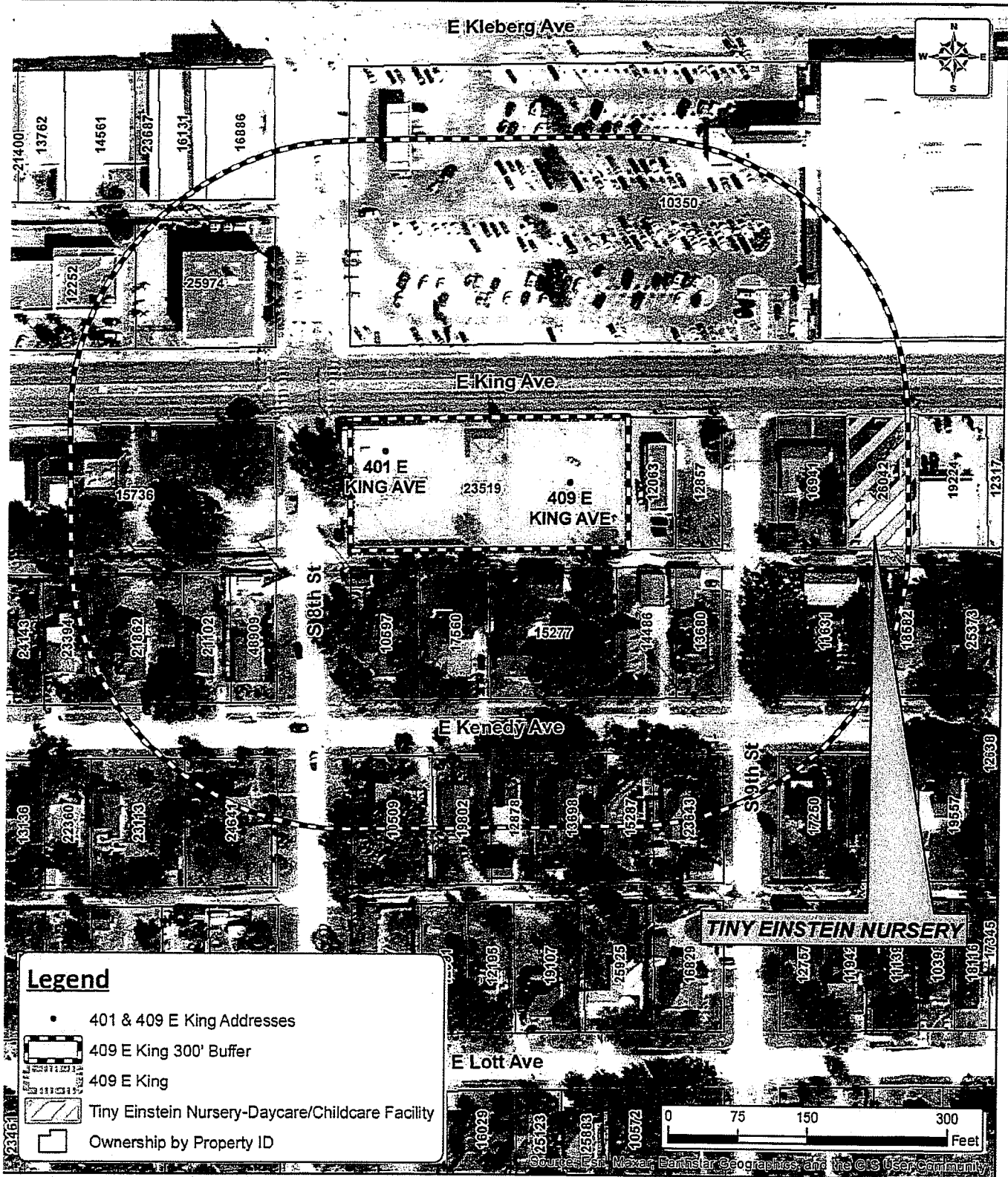
Summary: On March 9, 2026, James Byrom applicant, Armadillo Liquor, owner, requested an alcohol license for a Package Store Permit for an off-premise business known as Armadillo Liquor which would be located at 409 E. King Avenue, Kingsville, Texas.

Background: One childcare facility, "Tiny Einstein Nursery" is located within 300' of this proposed establishment. 30 letters were sent out; the City has received no concerns as of today.

Recommendation: The department recommends approval.

Manny Salazar
Economic Development and Interim Planning Director

300 FT Radius Buffer @409 E King Ave



Drawn By: R. PICK
 Last Update: 3/9/2026
 Note: Ownership is labeled with its Prop ID.

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



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



APRIL 9, 2026

THE KINGSVILLE RECORD 5

A 1976 flood caused outages, problems throughout Kingsville

By Ted Figueroa
Reporter

(Editor's note: In this feature, we take readers back through our archives, highlighting some of the people and events of the past century. Many issues are still in paper form, some are digitized, and a few are on microfilm. The issues from 1918 to July of 1924 were lost in a fire, however, the rest remain intact. Here is a look back at what was happening this week in Kingsville.)



25 years ago
April 2001
U.S. Border Patrol agents apprehended 39 undocumented immigrants who were discovered in the back of a tractor-trailer at the Saria checkpoint. The tractor-trailer, bearing Missouri license plates, approached the primary inspection area at about 11:30 p.m.

A K-9 unit alerted agents to the rear of the trailer while agents questioned the driver and a passenger in the cab about their immigration sta-

tus. With the driver's consent, agents removed a factory-type seal from the rear doors to examine the trailer. As the doors were opened, agents reported hearing a child crying from inside. The trailer was filled with gray crates stacked on pallets.

Agents looked through the bottom of the pallets and observed several sets of human feet. A total of 39 immigrants were removed from the trailer. Authorities said the trailer was extremely hot and lacked ventilation, except for a small vent on the rear door. Those inside were sweating heavily and reported difficulty breathing due to the conditions. The driver and the passenger in

the cab were arrested. During questioning, authorities determined that one of the men inside the trailer was a smuggler who had been communicating with the driver using a walkie-talkie and a cell phone.

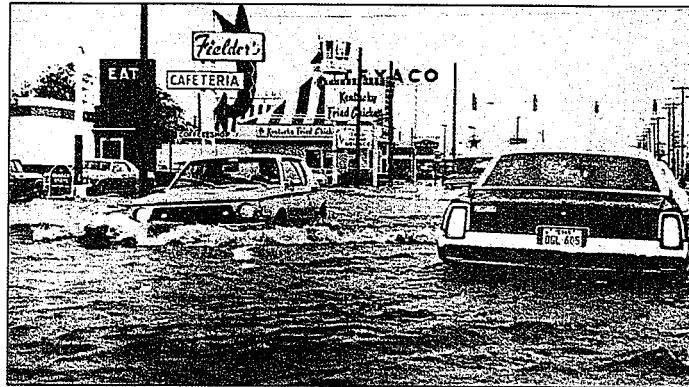
Officials identified the smuggler as a Mexican national who had previously been deported by the Immigration Service. The majority of the immigrants were from Mexico, while three were from Honduras and one was from Guatemala.

Authorities said there were 32 men, six women and one 3-year-old child in the trailer. According to those detained, they were loaded into the trailer in Mercedes and were headed to Dallas. Mexican nationals reportedly paid \$2,500 for smuggling, while Central American immigrants paid \$4,000.

Authorities charged the driver, the passenger and the accomplice in the trailer in connection with alien smuggling. Mexican nationals were processed and returned to Mexico, while those from Central America were processed for immigration proceedings.

50 years ago
April 1976

Heavy rains that fell quickly caused widespread flooding across Kingsville, leaving



A flooded 14th Street in 1976.



Capt. Francis R. Jones - 1951

streets inundated, disrupting utilities and stranding residents in some areas, according to city and utility officials. More than six inches of rain reportedly fell in a short period, overwhelming parts of the city's drainage system.

Kingsville City Manager Fil Garcia said the system was designed to handle larger volumes of water over a longer duration, but not rainfall occurring as quickly and intensely as Sunday's storm. "Our system is designed for rains that would carry a greater quantity of water, but at a much slower rate," Garcia said. He added that the system could handle about 10 inches of rain in a 24-hour period without flooding, but

rapid rainfall like Sunday's was likely to cause problems. Flooding impacted transportation and infrastructure throughout the city. Standing water at the Navy base entrance left some sailors stranded. The Navy weather bureau also reported difficulty obtaining an accurate rainfall measurement after equipment was lost during the storm. Utility services were also affected.

Central Power and Light Co. reported losing several fuses due to lightning, resulting in temporary power outages in parts of the city, though officials said there were no major problems. Telephone service was disrupted as well. Southwestern Bell Telephone Co. reported that more than half the city was without service for part of the afternoon. Most lines were repaired by Sunday night, though about 100 customers remained without service, down from more than 600 earlier.

The storm also caused minor damage and inconvenience for residents. Car insurance offices reported an increase in activity following the flooding, while some Texas A&I University students took advantage of the conditions to swim in pooled rainwater.

75 years ago
April 1951

Capt. Francis R. Jones, a prospective commanding officer of the U.S. Naval Auxiliary Air Station in Kingsville, was about to bring decades of naval and aviation experience, including distinguished service during World War II and the Korean conflict. A native of Philadelphia, Jones was born in 1905 and entered the U.S. Naval Academy in 1923, graduating in 1927.

He served aboard several vessels in both the Atlantic and Pacific fleets before completing flight training in 1936 and earning his Navy wings. Jones later flew patrol bombers in the Pacific and was serving

as executive officer of Patrol Squadron VP-11 at the time of the attack on Pearl Harbor in December 1941. During World War II, he commanded VP-11 and later VP-62, while also holding leadership roles with Fleet Air Wing Five, at Bronson Field, and aboard the escort carrier USS *Cruzan*.

Following the war, Jones held assignments in the Philippines and Rhode Island, including command of the Naval Auxiliary Air Station in Charleston.

He later commanded the seaplane tender USS *Salisbury Sound* from 1950 to 1951, during which the ship supported United Nations forces in Korea, including operations during the invasion of Inchon and patrols in the Formosa Straits. Jones has been awarded the Air Medal and other honors for service in both the American and Pacific theaters.

99 years ago
April 1927

A newly installed "No Parking" sign in front of the post office was drawing criticism from local drivers accustomed to leaving their vehicles while running errands downtown.

Residents said the restriction had caused inconvenience for those who typically stop to mail a letter and then spend extended time shopping or visiting nearby businesses before returning to their cars. City officials, however, said the sign was being misunderstood. Police Chief Scarborough said the rule was intended to allow brief stops for postal business but to prevent long-term parking in front of the building. "You tell 'em," the chief said, "that they can stop in the space long enough to go into the office and get their mail or mail a letter or package, but they can't park there."

Scarborough said vehicles could not remain in the space longer than a short visit. If there was a delay at the service window, drivers were expected to move their cars elsewhere.

The postmaster requested action to prevent prolonged parking, noting the high demand for access to the post office. Officials said many motorists were unable to stop due to cars being left in the space for extended periods. City authorities indicated the area was one of the locations where the no-parking law would be strictly enforced to ensure access for all patrons.

?? TRIVIA ?? HOW SMART ARE YOU?

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

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

Questions:

1. What is the only state that can be typed using only one row of the standard "Qwerty" keyboard?
2. What do you call the visible part of the rivet commonly found on the pocket of jeans?
3. In human anatomy, what does the "hallux" refer to?
4. How many cards are in a standard deck of playing cards?
5. What is the name for the plastic or metal tube found on the ends of shoelaces?
6. What is the only planet in our solar system to rotate clockwise on its axis?
7. Which freezes faster: hot or cold water?
8. What was James Bond's code name?
9. Jim Henson is the creator of what beloved cast of characters?
10. What is the main color used in Amish quilts for over 300 years?

(Answers will be in the next issue)

HOW SMART ARE YOU:

- 9-10: Okay Einstein, quit bragging
- 7-8: Pick up your PhD at TAMUK
- 5-6: You are on your way to your B.S. degree
- 3-4: Do not skip any more school
- 2 or less: Don't leave home without a chaperon

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

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

TO ALL INTERESTED PERSONS AND PARTIES:

BASF Corporation has applied to the Texas Commission on Environmental Quality (TCEQ) for renewal of Air Quality Permit No. 19997, which would authorize continued operation of a BASF Bishop Plant located at 5738 County Road 4, Bishop, Nueces County, Texas 78343. Additional information concerning this application is contained in the public notice section of this newspaper.

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing to discuss and may take action at a meeting on Monday, April 27, 2026, at 5:00 P.M. regarding the following item:
Request for an alcohol variance for a Package Store Permit (P) for the establishment known as Armadillo Liquors at 409 East King Ave., Kingsville TX, 78363.
The meeting will be held at City Hall, 400 West King Ave., Kingsville, Texas in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the City Secretary at (361) 595-8002.

TRIVIA ANSWERS

April 2, 2026 issue

- | | |
|---|----------------------------------|
| 1. Kinder Surprise Eggs | 5. Fondant |
| 2. 40 days | 6. Carrots |
| 3. White Lily | 7. Poland (1500+ eggs) |
| 4. The first Sunday after the full moon following the Spring Equinox. | 8. 16 billion |
| | 9. 1999 blue cotton candy |
| | 10. An unfinished quilt project. |

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

John Ryan Beadle
Etux Tracy Lea
603 S County Road 110
Riviera, TX 78379-3517
#16131

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

Request for an alcohol variance for a Package Store Permit (P) for the establishment known as Armadillo Liquors at 409 East King Ave., Kingsville TX, 78363.

Your property is located withing 300 feet of this request. If you have any comments or questions in regard to this matter, please contact me at (361) 595-8055.

Thank you

Yours Sincerely,

A handwritten signature in black ink, appearing to read "Manny Salazar".

Manny Salazar, MEDP
Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

Tres De Texas LLC
PO Box 1067
Kingsville, TX 78364-1067
#16886

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

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Thank you

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Manny Salazar, MEDP
Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

State Bank of Kingsville
318 E University Dr
Edinburg, TX 78539
#12252

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

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Manny Salazar, MEDP
Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

Southwestern Bell Telephone Co
SBC Property Tax Admin
1 SBC Center 36 M 01
Saint Louis, MO 63101
#25974

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

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Manny Salazar, MEDP
Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

State Bank of Kingsville
318 E University Dr
Edinburg, TX 78539
#15736

Dear Property Owner,

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Thank you

Yours Sincerely,

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Manny Salazar, MEDP
Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

HEB Grocery Inc
ATTN Property Tax
PO Box 839999
San Antonio, TX 78283-3999
#10350

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing Monday April 27, 2025, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

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Manny Salazar, MEDP
Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

Kingsville Comm Fed Credit Union
Billie Nell Webb
605 E Caesar Ave
Kingsville, TX 78363-6323
#26042

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

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Manny Salazar, MEDP
Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

Gatica Jose Alberto
PO Box 271967
Corpus Christi, TX 78427-1967
#16941

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

Request for an alcohol variance for a Package Store Permit (P) for the establishment known as Armadillo Liquors at 409 East King Ave., Kingsville TX, 78363.

Your property is located within 300 feet of this request. If you have any comments or questions in regard to this matter, please contact me at (361) 595-8055.

Thank you

Yours Sincerely,

A handwritten signature in black ink, appearing to read "Manny Salazar".

Manny Salazar, MEDP
Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

Reece Walker McHoldings LLC
Guille D McArthur CEO
14212 Playa Del Rey
Corpus Christi, TX 78418
#12857

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

Request for an alcohol variance for a Package Store Permit (P) for the establishment known as Armadillo Liquors at 409 East King Ave., Kingsville TX, 78363.

Your property is located withing 300 feet of this request. If you have any comments or questions in regard to this matter, please contact me at (361) 595-8055.

Thank you

Yours Sincerely,

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

Manny Salazar, MEDP
Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

Reece Walker McHoldings LLC
Guille D McArthur CEO
14212 Playa Del Rey
Corpus Christi, TX 78418
#12063

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

Request for an alcohol variance for a Package Store Permit (P) for the establishment known as Armadillo Liquors at 409 East King Ave., Kingsville TX, 78363.

Your property is located withing 300 feet of this request. If you have any comments or questions in regard to this matter, please contact me at (361) 595-8055.

Thank you

Yours Sincerely,

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Manny Salazar, MEDP
Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

Always Simple LLC
PO Box 828
Seguin, TX 78156
#23394

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

Request for an alcohol variance for a Package Store Permit (P) for the establishment known as Armadillo Liquors at 409 East King Ave., Kingsville TX, 78363.

Your property is located withing 300 feet of this request. If you have any comments or questions in regard to this matter, please contact me at (361) 595-8055.

Thank you

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Manny Salazar, MEDP
Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

Francisco S Gonzalez
303 S 8th St
Kingsville, TX 78363
#21862

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

Request for an alcohol variance for a Package Store Permit (P) for the establishment known as Armadillo Liquors at 409 East King Ave., Kingsville TX, 78363.

Your property is located withing 300 feet of this request. If you have any comments or questions in regard to this matter, please contact me at (361) 595-8055.

Thank you

Yours Sincerely,

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Manny Salazar, MEDP
Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

Francisco S Gonzalez (Life Est)
And R Gonzalez
6 Lynx LN
The Woodlands. TX 77380
#21102

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

Request for an alcohol variance for a Package Store Permit (P) for the establishment known as Armadillo Liquors at 409 East King Ave., Kingsville TX, 78363.

Your property is located withing 300 feet of this request. If you have any comments or questions in regard to this matter, please contact me at (361) 595-8055.

Thank you

Yours Sincerely,

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Manny Salazar, MEDP
Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

Robert Pacheco
ETUX Cecilia
330 E Kenedy
Kingsville, TX 78363
#48909

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

Request for an alcohol variance for a Package Store Permit (P) for the establishment known as Armadillo Liquors at 409 East King Ave., Kingsville TX, 78363.

Your property is located withing 300 feet of this request. If you have any comments or questions in regard to this matter, please contact me at (361) 595-8055.

Thank you

Yours Sincerely,

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Manny Salazar, MEDP
Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

Rose Clifton Laurence Est
ETUX Lisa Marie
402 E Kenedy Ave
Kingsville, TX 78363
#10597

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

Request for an alcohol variance for a Package Store Permit (P) for the establishment known as Armadillo Liquors at 409 East King Ave., Kingsville TX, 78363.

Your property is located withing 300 feet of this request. If you have any comments or questions in regard to this matter, please contact me at (361) 595-8055.

Thank you

Yours Sincerely,

A handwritten signature in black ink, appearing to be "Manny Salazar". The signature is written in a cursive style and is positioned above the printed name and title.

Manny Salazar, MEDP
Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

Daniel Lee Resendez
ETUX Delisa
408 E Kenedy Ave
Kingsville, TX 78363
#17560

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

Request for an alcohol variance for a Package Store Permit (P) for the establishment known as Armadillo Liquors at 409 East King Ave., Kingsville TX, 78363.

Your property is located withing 300 feet of this request. If you have any comments or questions in regard to this matter, please contact me at (361) 595-8055.

Thank you

Yours Sincerely,

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Manny Salazar, MEDP
Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

Ted FD Lee Sr
ETUX Mai W
15218 Rainhollow DR
Houston, TX 77070
#15277

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

Request for an alcohol variance for a Package Store Permit (P) for the establishment known as Armadillo Liquors at 409 East King Ave., Kingsville TX, 78363.

Your property is located withing 300 feet of this request. If you have any comments or questions in regard to this matter, please contact me at (361) 595-8055.

Thank you

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Manny Salazar, MEDP
Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

Uvaldo R Herrera
ETUX Hilda D Herrera
426 E Kenedy Ave
Kingsville, TX 78363
#14486

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

Request for an alcohol variance for a Package Store Permit (P) for the establishment known as Armadillo Liquors at 409 East King Ave., Kingsville TX, 78363.

Your property is located withing 300 feet of this request. If you have any comments or questions in regard to this matter, please contact me at (361) 595-8055.

Thank you

Yours Sincerely,

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Manny Salazar, MEDP
Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

Ramond D Cuevas
428 E Kenedy
Kingsville, TX 78363
#13680

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

Request for an alcohol variance for a Package Store Permit (P) for the establishment known as Armadillo Liquors at 409 East King Ave., Kingsville TX, 78363.

Your property is located within 300 feet of this request. If you have any comments or questions in regard to this matter, please contact me at (361) 595-8055.

Thank you

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Manny Salazar, MEDP
Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

Tommie D Killion
ETUX Aurora S
502 E Kenedy Ave
Kingsville, TX 78363
#11631

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

Request for an alcohol variance for a Package Store Permit (P) for the establishment known as Armadillo Liquors at 409 East King Ave., Kingsville TX, 78363.

Your property is located withing 300 feet of this request. If you have any comments or questions in regard to this matter, please contact me at (361) 595-8055.

Thank you

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Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

Lorena Alberdin
514 E Kenedy Ave
Kingsville, TX 78363
#18582

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

Request for an alcohol variance for a Package Store Permit (P) for the establishment known as Armadillo Liquors at 409 East King Ave., Kingsville TX, 78363.

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Thank you

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Manny Salazar, MEDP
Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

Douglas Dewayne Hickman
ETUX Julie Laverne
317 E Kenedy Ave
Kingsville, TX 78363
#23113

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

Request for an alcohol variance for a Package Store Permit (P) for the establishment known as Armadillo Liquors at 409 East King Ave., Kingsville TX, 78363.

Your property is located within 300 feet of this request. If you have any comments or questions in regard to this matter, please contact me at (361) 595-8055.

Thank you

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Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

Francisco S Gonzalez (Life Est)
And R Gonzalez
6 Lynx LN
The Woodlands. TX 77380
#24641

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

Request for an alcohol variance for a Package Store Permit (P) for the establishment known as Armadillo Liquors at 409 East King Ave., Kingsville TX, 78363.

Your property is located within 300 feet of this request. If you have any comments or questions in regard to this matter, please contact me at (361) 595-8055.

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Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

Arturo B Garcia
6301 Overton Ridge BLVD APT 103
Fort Worth, TX 76132
#10509

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

Request for an alcohol variance for a Package Store Permit (P) for the establishment known as Armadillo Liquors at 409 East King Ave., Kingsville TX, 78363.

Your property is located within 300 feet of this request. If you have any comments or questions in regard to this matter, please contact me at (361) 595-8055.

Thank you

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Manny Salazar, MEDP
Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

Rene V Munoz
ETUX Rebecca C
409 E Kenedy Ave
Kingsville, TX 78363
#19802

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

Request for an alcohol variance for a Package Store Permit (P) for the establishment known as Armadillo Liquors at 409 East King Ave., Kingsville TX, 78363.

Your property is located withing 300 feet of this request. If you have any comments or questions in regard to this matter, please contact me at (361) 595-8055.

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Manny Salazar, MEDP
Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

Julie M Hansen Trust
Julie M Hansen (TR)
11446 Southbrook CT
San Diego, CA 92128-6320
#12878

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

Request for an alcohol variance for a Package Store Permit (P) for the establishment known as Armadillo Liquors at 409 East King Ave., Kingsville TX, 78363.

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Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

Jeffrey David List
ETUX Gloria Q
6230 Sweeney DR
Corpus Christi, TX 78413
#13698

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

Request for an alcohol variance for a Package Store Permit (P) for the establishment known as Armadillo Liquors at 409 East King Ave., Kingsville TX, 78363.

Your property is located within 300 feet of this request. If you have any comments or questions in regard to this matter, please contact me at (361) 595-8055.

Thank you

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Manny Salazar, MEDP
Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

Susanna Shaw
425 E Kenedy Ave
Kingsville, TX 78363
#15287

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

Request for an alcohol variance for a Package Store Permit (P) for the establishment known as Armadillo Liquors at 409 East King Ave., Kingsville TX, 78363.

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Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

Raul Roel Canales
ETUX Elaine Ochoa
128 Riverstone PO
Fort McMurray AB T9K2Y4
#23643

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

Request for an alcohol variance for a Package Store Permit (P) for the establishment known as Armadillo Liquors at 409 East King Ave., Kingsville TX, 78363.

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Manny Salazar, MEDP
Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COPY

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



April 10, 2026

Ramon G Isassi
ETUX Marcy
266 E County Road 2180
Kingsville, TX 78363
#17250

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday April 27, 2025**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

Request for an alcohol variance for a Package Store Permit (P) for the establishment known as Armadillo Liquors at 409 East King Ave., Kingsville TX, 78363.

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Thank you

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Manny Salazar, MEDP
Economic Development and Interim Planning and Development Services Director
City of Kingsville, Texas

COPY

John Ryan Beadle
Etux Tracy Lea
603 S County Road 110
Riviera, TX 78379-3517
#16131

Tres De Texas LLC
PO Box 1067
Kingsville, TX 78364-1067
#16886

State Bank of Kingsville
318 E University Dr
Edinburg, TX 78539
#12252

Southwestern Bell Telephone Co
SBC Property Tax Admin
1 SBC Center 36 M 01
Saint Louis, MO 63101
#25974

State Bank of Kingsville
318 E University Dr
Edinburg, TX 78539
#15736

HEB Grocery Inc
ATTN Property Tax
PO Box 839999
San Antonio, TX 78283-3999
#10350

Kingsville Comm Fed Credit Union
Billie Nell Webb
605 E Caesar Ave
Kingsville, TX 78363-6323
#26042

Gatica Jose Alberto
PO Box 271967
Corpus Christi, TX 78427-1967
#16941

Reece Walker McHoldings LLC
Guille D McArthur CEO
14212 Playa Del Rey
Corpus Christi, TX 78418
#12857

Reece Walker McHoldings LLC
Guille D McArthur CEO
14212 Playa Del Rey
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Always Simple LLC
PO Box 828
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ETUX Cecilia
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Rose Clifton Laurence Est
ETUX Lisa Marie
402 E Kenedy Ave
Kingsville, TX 78363
#10597

Daniel Lee Resendez
ETUX Delisa
408 E Kenedy Ave
Kingsville, TX 78363
#17560

Ted FD Lee Sr
ETUX Mai W
15218 Rainhollow DR
Houston, TX 77070
#15277

Uvaldo R Herrera
ETUX Hilda D Herrera
426 E Kenedy Ave
Kingsville, TX 78363
#14486

Ramond D Cuevas
428 E Kenedy
Kingsville, TX 78363
#13680

Tommie D Killion
ETUX Aurora S
502 E Kenedy Ave
Kingsville, TX 78363
#11631

Lorena Alberdin
514 E Kenedy Ave
Kingsville, TX 78363
#18582

Douglas Dewayne Hickman
ETUX Julie Laverne
317 E Kenedy Ave
Kingsville, TX 78363
#23113

Francisco S Gonzalez (Life Est)
And R Gonzalez
6 Lynx LN
The Woodlands, TX 77380
#24641

Arturo B Garcia
6301 Overton Ridge BLVD APT 103
Fort Worth, TX 76132
#10509

Rene V Munoz
ETUX Rebecca C
409 E Kenedy Ave
Kingsville, TX 78363
#19802

Julie M Hansen Trust
Julie M Hansen (TR)
11446 Southbrook CT
San Diego, CA 92128-6320
#12878

Jeffrey David List
ETUX Gloria Q
6230 Sweeney DR
Corpus Christi, TX 78413
#13698

Susanna Shaw
425 E Kenedy Ave
Kingsville, TX 78363
#15287

Raul Roel Canales
ETUX Elaine Ochoa
128 Riverstone PO
Fort McMurray AB T9K2Y4
#23643

Ramon G Isassi
ETUX Marcy
266 E County Road 2180
Kingsville, TX 78363
#17250

COPY

Land Use Chart

Land Use Description	R1	R2	R2A	R3	R4	MH	C1	C2	C3	C4	I1	I2	Ag
Medical appliance fitting or sale							P	P	P	P			
Mobile Food Court				S	S	P	P	P	S	P	P	P	P
Mobile Food Vendor				S	S	P	P	P	S	P	P	P	P
Mortuary							S	P	P	P	S		S
Music store							S	P	P	P			
Office, professional, or general business							S	P	P	P	S		
Optical shop or laboratory							S	P	P	P			
Package liquor store							S	S	P	P			
Pawn shop							S	S	P	P			
Pet shop for small animals birds, fish							P	P	P	P			

AGENDA ITEM #10



P. O. BOX 1458 - KINGSVILLE, TEXAS 78364

Date: April 14, 2026

To: City Commission via City Manager Charlie Sosa

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

From: Rebecca Duke, Interim Director of Tourism Services

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

All members will be appointed to the board by the City Commission at the recommendation of the City Manager. The board consists of seven members: two Hotel Industry representatives, one King Ranch representative, one Main Street Merchant representative, one Texas A&M University-Kingsville representative, one Conner Museum representative and one resident.

Financial Impact: None

Recommendation: Approve new appointment of Mike Salinas, TAMUK Executive Director of Athletics, to a two-year term on the Hotel Occupancy Tax Advisory Board. Mike Salinas will fill the position of TAMUK representative, held previously by Justin Woodall, former TAMUK Chief of Business Operations. This term expires on January 12, 2028.

AGENDA ITEM #11

Accept
Donation

**City of Kingsville
Parks & Recreation Department**

TO: Mayor and City Commissioners

CC: Charlie Sosa, Interim City Manager

FROM: Susan Ivy, Director of Parks & Recreation

DATE: April 14, 2026–

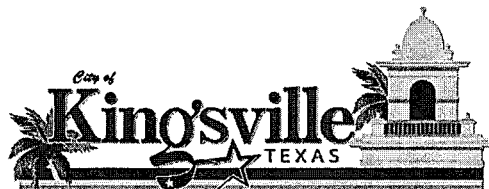
SUBJECT: Agenda Request – Receipt of Healthy Family Donation from 1PointFive and Budget Amendment for Same

Summary: Request to approve receipt of a donation from 1PointFive in the amount of \$7500.00 for our Healthy Family Partnerships.

History: Due to the need in our community for additional time for childrens activities during the summer for parents that work we are partnering with our Healthy Family Partners and 1PointFive to expand our summer program to all day. These additional hours will be used to incorporate STEM activities to the programs.

Financial Impact: An additional \$7,500 would be added to the Parks Dept budget as donations revenue and \$5000 would be added to 001-5-4513-21100 for salaries and \$2500 added to 001-5-4513-31499 added to recreational programs for equipment and supplies.

Recommendation: Approve receipt of funding in the amount of \$7,500.00 for expansion of summer recreational programming and associated budget amendment.





September 8, 2025

To: All Kingsville Area Businesses and Parks Supporters

Re: Sponsorship Request for Healthy Family Events in Kingsville

Dear Friends,

Kingsville Parks & Recreation is soliciting assistance to fund a series of events that will provide healthy opportunities for families to enjoy Nature Based, Drug/Alcohol/Bully Free, Healthy Lifestyle and FUN Educational, volunteer events and Recreational Entertainment at our community events and programming.

Our Parks budget has been blessed with some funds to provide a limited number of events and staffing for same, but we need assistance in order to provide the extended services our community has requested and deserves. Our budget is extra tight this coming year and we are trying to expand regular family activities like pickle ball, outdoor classroom nature based activities and adult single and senior social events and expand our services to the special needs community while also assisting the schools with programming during out of school days as much as we can.

Instead of asking for assistance multiple times for each event for which we need assistance, we are expanding our current Healthy Family events schedule to incorporate all of our events and programming. Advertising your business will be included at each one of the events and/or programming listed on the attachment. All sponsors are for October 1, 2025 through September 30, 2026 fiscal year.

Our summer programming was very successful last year and our community desperately needs places for all day activities for kids 5-12 years old. If we raise enough extra funds this year we will try to expand some of our days to all day.

Attached are the sponsorship levels we are seeking. We need to raise an additional \$20,000 this year. Please consider raising your commitment.

Deadline for commitment to be included in banners is September 25, 2025. Verbal commitment is fine or email. We will invoice you later. If your budget changes January 1st that works for us as well. Attached you will find a list of events during which your business will be included in marketing.

If you have any questions, please feel free to call me at any time. 361-522-1202.

Thank you for your consideration.

**Susan Ivy,
Parks Director
City of Kingsville**

Sponsor Levels

\$2,500.00/ \$5,000.00/ \$7,500.00/ \$10,000.00

- **Business name and logo on Healthy Family event banner to be placed at each event scheduled. Also included in each Parks event poster/ad,**
- **Feature story on your business support on our social media page,**
- **Verbal acknowledgements through sound system at events and invitation to year end wrap up on our events.**
- **If Tshirts are printed for our events your biz name will be on them.**

\$1500.00

- **Business name and logo on supporting sponsors event banner to be placed at each event scheduled**
- **Verbal acknowledgements through sound system at events**
- **Feature story on your business support on our social media page**
- **Invitation to year end wrap up on our events**
- **If Tshirts are printed for events your business name will be on them**

\$500.00 –

- **Business name Bolded Print on supporting sponsors event banner to be placed at each event scheduled and**
- **Verbal acknowledgements through sound system at events.**
- **Recognition on our Social Media pages and**
- **Invitation to year end wrap up of our events.**

\$250.00

- **Business name on supporting sponsors event banner to be placed at each event scheduled.**
- **Verbal Acknowledgements through sound system at events,**
- **recognition on our Social Media pages and**
- **invitation to year end wrap up of our events.**

Please return an email to sivy@cityofkingsville.com with your company name, logo and your Level of sponsorship.

My cell is 361-522-1202, feel free to call with any questions.

Our business, 1PointFive has agreed to participate in Kingsville Healthy Family Partner events At the \$7500.00 level.

Signature of Company Representative _____ date _____

Healthy Family Event Schedule

Providing Healthy recreational opportunities for families to enjoy:
Nature Based, Drug/Alcohol/Bully Free, Healthy Lifestyle and FUN
Educational and Recreational Entertainment

Events Include:

- * Butterfly Blitz & Monarch 5k Run/Walk
- * Trunk or Treat with KPD
- * Ranch Hand Festival Kids' Corral
- * La Posada de Kingsville Children's Day Dec. 6, 2025
- * Winter Camp & Teen Dance Dec 29th and dance 30th, 2025
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- * MLK celebration & Taste of Soul January 19th
- * Spring Break Events March 2026 Dates TBD
- * Festival de la Loteria Kid's Activities April, Dates TBD
- * Juneteenth celebration at Thompson Park June 19, 2026
- * Summer Mud Run June or July Date tbd with summer program
- * Summer Camps new expanded days June and July 2026
- * 4th of July Downtown Celebration July 4, 2026
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- * increased monthly themed 5k run/walks dates TBD in January
- * Tuesday Walking Club in DKP updated in January tbd
- * Volunteers In Parks, Recycling, Earth Day and Arbor Day events
we partner with KKB. Tbd scheduling with KKB in January

AGENDA ITEM #12

Budget Am.

**City of Kingsville
Parks & Recreation Department**

TO: Mayor and City Commissioners

CC: Charlie Sosa, Interim City Manager

FROM: Susan Ivy, Director of Parks & Recreation

DATE: April 14, 2026–

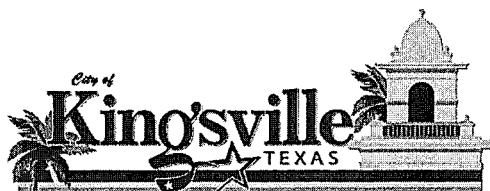
SUBJECT: Agenda Request – Receipt of Healthy Family Donation from 1PointFive and Budget Amendment for Same

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History: Due to the need in our community for additional time for childrens activities during the summer for parents that work we are partnering with our Healthy Family Partners and 1PointFive to expand our summer program to all day. These additional hours will be used to incorporate STEM activities to the programs.

Financial Impact: An additional \$7,500 would be added to the Parks Dept budget as donations revenue and \$5000 would be added to 001-5-4513-21100 for salaries and \$2500 added to 001-5-4513-31499 added to recreational programs for equipment and supplies.

Recommendation: Approve receipt of funding in the amount of \$7,500.00 for expansion of summer recreational programming and associated budget amendment.





September 8, 2025

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Parks Director
City of Kingsville**

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\$1500.00

- **Business name and logo on supporting sponsors event banner to be placed at each event scheduled**
- **Verbal acknowledgements through sound system at events**
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\$500.00 –

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\$250.00

- **Business name on supporting sponsors event banner to be placed at each event scheduled.**
- **Verbal Acknowledgements through sound system at events,**
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Please return an email to sivy@cityofkingsville.com with your company name, logo and your Level of sponsorship.

My cell is 361-522-1202, feel free to call with any questions.

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- * Volunteers In Parks, Recycling, Earth Day and Arbor Day events we partner with KKB. Tbd scheduling with KKB in January

ORDINANCE NO. 2026-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2025-2026 BUDGET TO ACCEPT AND EXPEND DONATION FROM 1POINTFIVE FOR THE PARKS DEPARTMENT HEALTHY FAMILY EVENTS.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2025-2026 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#27

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 – General Fund					
<u>Revenues – 4</u>					
4513	Recreation	Donations	58003	\$7,500	
<u>Expenditures - 5</u>					
4513	Recreation	Salaries	21100	\$5,000	
4513	Recreation	Recreational Programs	31499	\$2,500	

[To amend the City of Kingsville FY 25-26 budget to appropriate, accept, and expend the donation from 1PointFive for the Parks Department Healthy Family Events. Funding will come from the donations received for the stated purpose.]

II.

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

III.

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

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

IV.

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

INTRODUCED on this the 27th day of April 2026.

PASSED AND APPROVED on this the 11th day of May 2026.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #13

**City of Kingsville
Engineering Dept.**

TO: Mayor and City Commissioners

CC: Charlie Sosa, City Manager

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

DATE: April 14, 2026

SUBJECT: Consider a Resolution authorizing Participation in the application for financial assistance from the Texas Water Development Board House Bill 500 (HB 500).

Summary:

In 2025, the state of Texas 89th legislature passed House Bill 500 (HB 500) creating the Water Supply & Infrastructure Grant (WSIG) through the Texas Water Development Board (TWDB). On April 1 2026, the TWDB issued a call for Projects. The application is a two-step process. Step 1 submit a preliminary application (project information form, PIF) by May 1, 2026, including that the City of Kingsville is consistent with the Coastal Bend Regional Water Plan (Region N). Step 2 submit a detailed application by July 30, 2026. Once the PIF is approved and awarded the City would be notified in the Fall of 2026 and placed on a Conditional Project List for anticipated funding in 2027 of \$21 million.

The project will be funded by the Texas Water Development Board (100%).

Eligible Project Activities Two new ground water wells, ground storage tanks, pump stations, pump houses, properties and pipelines. These locations are to be studied, verified, and determined.

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

The TWDB is asking for the City to pass a resolution in support of this application with approved authorized representatives to follow with the appropriate TWDB forms.

Financial Impact:

There is no financial impact in submitting the application.



**City of Kingsville
Engineering Dept.**

Recommendation:

Staff recommends a resolution showing support for applying to the Texas Water Development Board HB 500 Water Supply and Infrastructure Grant (WSIG) Call for Projects.



RESOLUTION #2026-_____

A RESOLUTION AUTHORIZING THE SUBMISSION OF STEP 1 OF AN APPLICATION TO THE TEXAS WATER DEVELOPMENT BOARD FOR WATER SUPPLY & INFRASTRUCTURE GRANT FUNDS FOR CITY WATER PROJECTS.

WHEREAS, in 2025 the Texas Legislature passed HB 500 to create the Water Supply & Infrastructure Grant (WSIG) through the Texas Water Development Board (TWDB);

WHEREAS, on April 1, 2026, the TWDB issued a call for projects so that applications can be submitted via a two-step process with Step 1 being the submittal of a preliminary application (project information form) by May 1, 2026, and Step 2 being the submittal of a detailed application by July 30, 2026;

WHEREAS, all approved applications will be notified in the Fall of 2026 and placed on a Conditional Project List for anticipated funding in 2027, with the City's request being \$21 million;

WHEREAS, the City intends to seek funding for two new ground water wells, ground storage tanks, pump stations, pump houses, properties, and pipelines;

WHEREAS, if awarded, the project would be 100% funded by the Texas Water Development Board.

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

I.

THAT the City Manager or designated representative is authorized to submit any necessary paperwork for Step 1 of the grant application process to the Texas Water Development Board for Water Supply & Infrastructure Grant moneys for the water supply improvements mentioned above, which are estimated to cost approximately \$21 million.

II.

THAT all proceeds from said grant including any matching grant amount from the City of Kingsville shall be administered in conformity with the grant application, the Award letter, and the approved Budget Summary.

III.

THAT the City Manager is hereby designated as the Authorized Official to accept, alter, or reject the grant.

IV.

THAT in the event of loss or misuse of funds, the City of Kingsville will return all funds to the Texas Water Development Board.

V.

THAT this Resolution shall be effective upon adoption.

PASSED AND APPROVED by a majority vote of the City Commission the 27th day of April, 2026.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM

Courtney Alvarez, City Attorney

AGENDA ITEM #14

**City of Kingsville
Engineering Dept.**

TO: Mayor and City Commissioners
CC: Charlie Sosa, City Manager
FROM: Charlie Cardenas, P.E., City Engineer
DATE: April 14, 2026
SUBJECT: Consider Approving Change Order No. 5 Bid No. 24-19 for the General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Contract No. 22-085-009-D237 Project 2 – 19th Street Improvements

Purpose:

Consider approving Change Order No. 5 (CO-5) for the General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Contract No. 22-085-009-D237. CO-5 is to increase the contract cost by \$101,714.00 and contract time by **95 calendar** days.

This change order addresses unforeseen issues during construction, including utility adjustments with a water line in direct conflict with the 6' x 4' concrete box being constructed. As a result, a change in design will need to be added to relocate the water line ten (10) feet to the east. However, time has lapsed in the contract time and another time extension will be needed in order to continue construction.

Summary:

GLO Change Order No. 4 – Construction and Contract Time

Description	Calendar Days
Time extension for R.S. Parker contract	95
1000 LF of 8" PVC water line	\$101,714.00

Contract Price and Time \$1,749,768.96 and 560 Calendar Days

Background:

As part of the GLO CDBG-MIT Hurricane Harvey State Mitigation Competition grant. Project 2 – 19th Street Improvements is a critical component of the city's infrastructure upgrades. This project includes the installation of box culverts along 19th Street from Kenedy Ave to Tranquitas Creek, junction boxes, and related appurtenances.



**City of Kingsville
Engineering Dept.**

Financial Impact:

The cost of CO-5 is \$101,714.00 (Fund 122) which is grant funded.

Recommendation:

Staff recommends approving the Change Order No. 5 for CDBG-MIT GLO Contract No. 22-085-009-D237 – Project 2 (19th Street Improvements) in the amount of \$101,714.00 and for the increased 95 calendar days.

Attachments:

- Project 2 GLO Change Order No. 5
- Engineer's recommendation
- Proposed drawings





April 7, 2026

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 2, (City of Kingsville Bid No. 24-19) – ICE CO 5 Recommendation

Dear Mr. Cardenas,

This memorandum is in reference to ICE's recommendation to Change Order #5, in the amount of \$101,714.00. This Change Order addresses the proposed items for a proper waterline relocation and a 95-day extension to the construction contract due to utility issues in the field.

During construction, the contractor has encountered numerous utility conflicts with sanitary sewer and water lines. These unforeseen circumstances have caused delays due to the time involved with resolving concerns and repairing existing utilities.

Moreover, a city waterline was marked inaccurately and caused the contractor to pause construction. The inaccurately marked waterline is in direct conflict with the 6'x4' reinforced concrete boxes that are being constructed. The contractor is proposing to relocate the waterline ten (10) feet east of its current location with all associated appurtenances (tie-in to existing waterlines, service connections, pressure testing, etc.) in the amount of \$97,339.00.

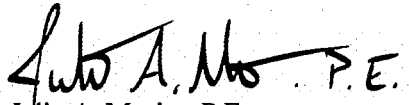
Additionally, due to these delays, R.S. Parker Construction requests \$4,375.00 for traffic control barricades beyond the original construction time. The original contract traffic control item has a lump sum value of \$8,750.00 for the original contract time of 180 calendar days. ICE has reviewed this proposal and agree that the extended contract time has incurred additional costs related to traffic control. The proposed amount of \$4,375.00 correlates to the time period in which this contract has been extended due to unforeseen circumstances.

A 95-day construction contract extension is ICE's recommendation to allow the contractor to execute the utility conflict solution, finalize construction, and execute closeout documents. The construction contract end date will be extended from the previous date of April 12, 2026 to July 16, 2026.

This Change Order 5, along with Change Orders 1, 2, 3, and 4 will increase the original contract amount of \$1,630,804.89 by approximately 7.29%, which falls within the 25% allowance per the GLO contract. The adjusted contract amount with this change order will be \$1,749,768.96. ICE has reviewed the contractor's change order proposal items (CO 5-1, CO 5-2, CO 5-3, CO 5-4, CO 5-5, and CO 5-6) and has verified that the new contract items are reasonably priced and within average market value.

Therefore, it is ICE's recommendation to approve Change Order #5. The City of Kingsville has the final decision to approve/not approve change orders. If you have any questions or need additional information, please contact me at (361) 826-5805 or julio@icengineers.net

Sincerely,



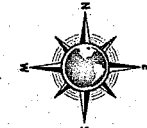
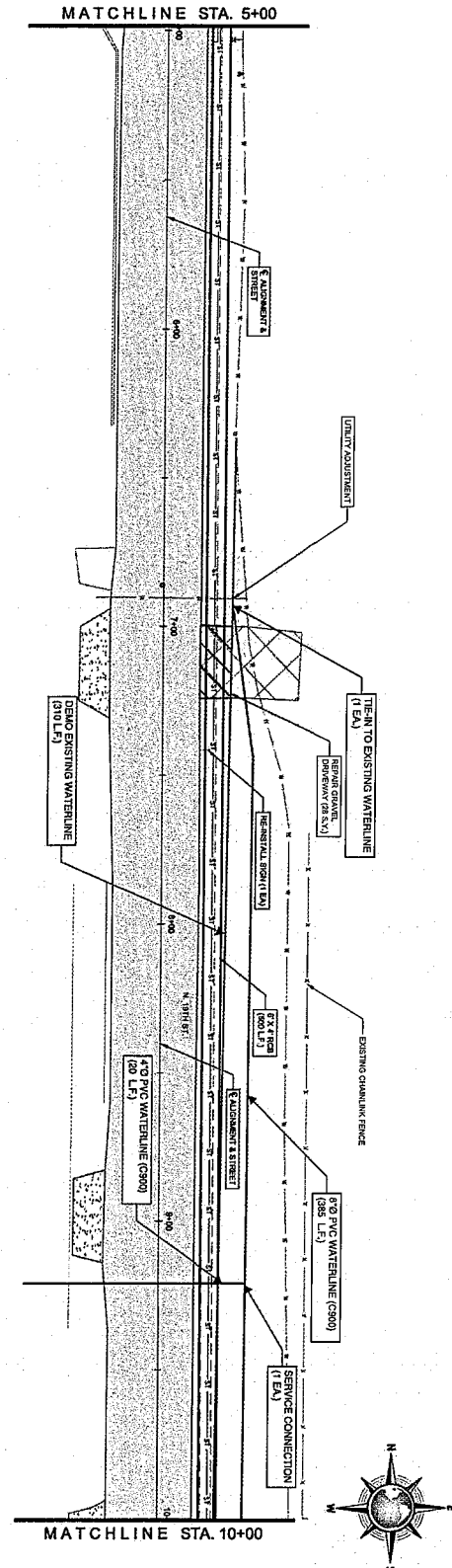
Julio A. Macias, P.E.
Project Engineer



40	50	60
MATCHLINE STA. 5+00		
EX. ELEV. NEW ELEV.		
51.76 42.26		
53.03 41.33		
54.73 41.60		
55.60 42.26		
55.90 42.73		
55.13 43.24		
40	50	60
MATCHLINE STA. 10+00		

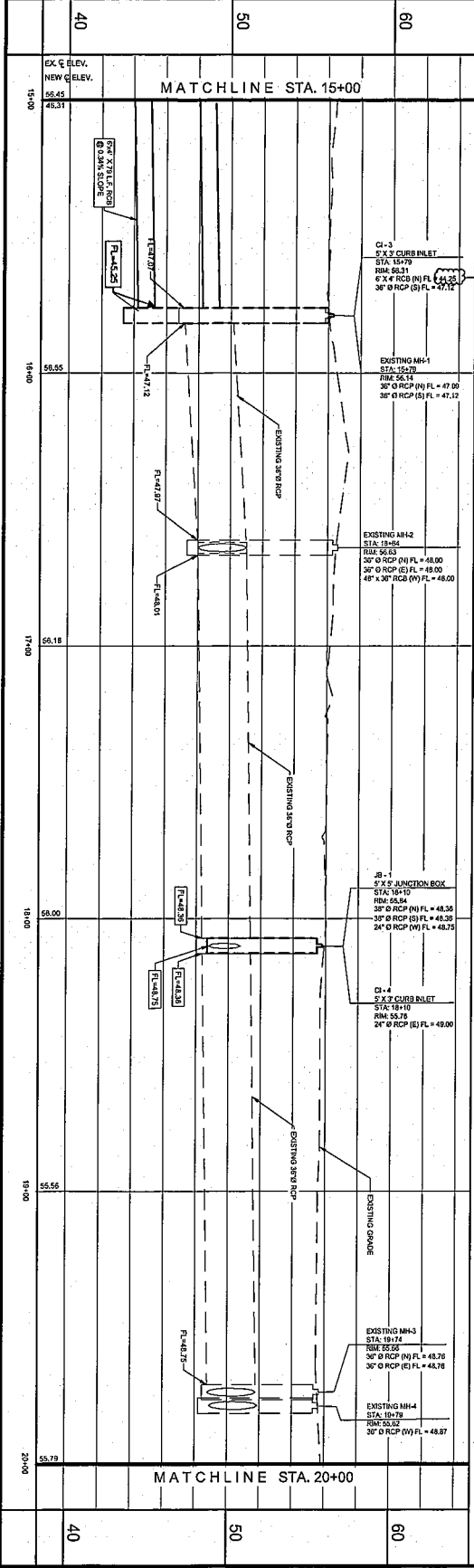
SHEET QUANTITIES SUMMARY			
ITEM	DESCRIPTION	UNIT	QUANTITY
A12	REPAIR GRAVEL DRIVEWAY	SF	28
A13	6" X 6" RISER	LF	200
A15	UTILITY ADJUSTMENT	EA	1
A18	REINSTEAL SIGN	EA	1

1
STA. 5+00 TO STA. 10+00

SCALE: HORIZ. 1"=20', VERT. 1"=2' (FULL SIZE SHEETS)
SCALE: HORIZ. 1"=40', VERT. 1"=4' (HALF SIZE SHEETS)

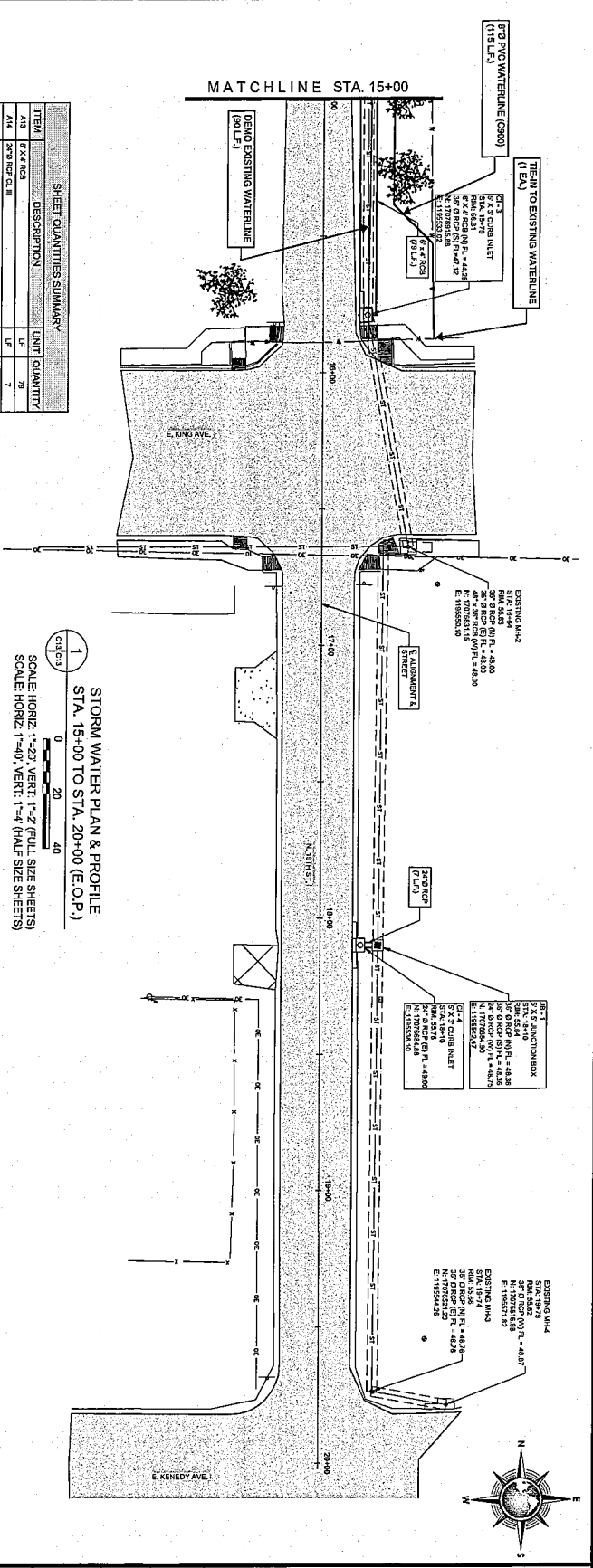


REVISION NO.	DATE	BY	DESCRIPTION	REVISION NO.	DATE	BY	DESCRIPTION
CITY OF KINGSVILLE GLO SW PROJECT 2 (N. 19TH ST.) STORM WATER IMPROVEMENTS KINGSVILLE, KLEBERG COUNTY, TEXAS				 			
DRAINING NO. C11				CONSULTANT'S SHEET PROJECT NO. 21107-018			
SHEET 12 of 39				THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF JUDY P. BOSCHER, P.E.# 153563 ON 4/7/28. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE.			
STORMWATER PLAN & PROFILE STA. 5+00 TO STA. 10+00				T&E. FIRM REGISTRATION #F-10837			



ITEM#	DESCRIPTION	UNIT	QUANTITY
A10	5\"/>		

1
 STORM WATER PLAN & PROFILE
 STA. 15+00 TO STA. 20+00 (E.O.P.)
 SCALE: HORIZ: 1"=20' VERT: 1"=2' (FULL SIZE SHEETS)
 SCALE: HORIZ: 1"=40' VERT: 1"=4' (HALF SIZE SHEETS)



REVISION NO. DATE BY DESCRIPTION SHEET 14 of 39 DRAWING NO. C13	CITY OF KINGSVILLE GLO SW PROJECT 2 (N. 19TH ST.), STORM WATER IMPROVEMENTS KINGSVILLE, KLEBERG COUNTY, TEXAS STORMWATER PLAN & PROFILE STA. 15+00 TO STA. 20+00 (E.O.P.)	 ICE INTERNATIONAL CONSULTING ENGINEERS PHONE: 361.826.2805 263 SARATOGA BLVD. FAC: 361.826.8204 CORNER CENTER, TX 78412 T & P.E. FIRM REGISTRATION # - 10637	THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF JUAN A. MACIAS, P.E. # 143553 ON 4/7/28. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE. CONSULTANT'S SHEET PROJECT NO. 21107-01B
--	--	---	--

R.S. Parker Construction LLC
455 Hereford Rd.
Corpus Christi, TX 78408
361-289-0222 FAX 361-289-2413

Subcontractor Proposal

Project Name: GLO Kingsville Project 2 - N 19th St

Date: 3/10/2026

Description of Work: Waterline Repair Proposal

By: Rodney & Derek Parker
HUB# 1943428306500

Item No.	Item QTY	Unit	Unit Price	Item Cost	Subtotals
Item				-	Part A 97,334.28
Demo WL	900	LF	8.63	7,762.50	
Repair 8" WL	1,000	LF	41.40	41,400.00	
Repair 4" WL	60	LF	23.00	1,380.00	
Repair Tee	3	EA	3,450.00	10,350.00	
Connections	2	EA	13,800.00	27,600.00	
Waterline Testing	2	EA	3,450.00	6,900.00	
HMAC Repair	10	SY	194.18	1,941.78	
-					
-					
-					
-					
Total				\$	97,334.28

R. S. Parker Construction, LLC.
455 Hereford Rd.
Corpus Christi, TX 78408
Phone: 361-289-0222 Fax: 361-289-2413

Project Time Extension Request

February 11, 2026

ATTN: Martin Medrano, Charlie Cardenas

Re: City of Kingsville GLO SW Project 2 (N. 19th St.) Storm Water Improvements

The purpose of this letter is to request an additional 35 Day Extension to the project end date for the City of Kingsville GLO SW Project 2 (N. 19th St.) Storm Water Improvements project. R. S. Parker Construction is requesting this delay in response to the project suspension issued by Charlie Cardenas on September 19th, 2025 regarding the discovered conflict with the existing sanitary sewer system, the proposed box culvert installation design delays, and delay days accumulated between submission of the previous time extension request and the approval to resume work on the project. R.S. Parker Construction is requesting this 35-Day extension to move the proposed project end-date to May 17, 2026. Thank you for your understanding and consideration.

If you have any questions please contact Rodney Parker on his cell 361-533-1307 or Derek Parker on his cell 361-960-1662.

Respectfully Submitted,
Rodney S. Parker/Derek Parker
HUB Contractor #: 1943428306500

R. S. Parker Construction, LLC.
455 Hereford Rd.
Corpus Christi, TX 78408
Phone: 361-289-0222 Fax: 361-289-2413

Project Suspension Request

March 9, 2026

ATTN: Martin Medrano, Charlie Cardenas

Re: City of Kingsville GLO SW Project 2 (N. 19th St.) Storm Water Improvements

The purpose of this letter is to request a second temporary suspension for the City of Kingsville GLO SW Project 2 (N. 19th St.) Storm Water Improvements project. R. S. Parker Construction is requesting this suspension in response to additional conflicts with the proposed RCB lay and existing water utilities. The existing water utility line has encroached into the footprint of the proposed RCB line and we cannot continue to place RCB's until the conflict with the existing water line is resolved. Please consider that any days that pass from the submission of this letter until the approval of design changes will need to be added to the project time-line in the future. Thank you for your understanding and consideration.

If you have any questions please contact Rodney Parker on his cell 361-533-1307 or Derek Parker on his cell 361-960-1662.

Respectfully Submitted,
Rodney S. Parker/Derek Parker
HUB Contractor #: 1943428306500

COST JUSTIFICATION

Filters:		Adjust filters to refine your analysis of bid item average costs.		Use Qty Filter:	Enter Min Qty:	Enter Max Qty:				
Standard Specification Code:				NO.	0	16,613,660				
BID CODE	BID_ITEM_DSCR	MS_UNIT	Min. Bid Item Qty	Max. Bid Item Qty	Weighted Avg Unit Price	Min. Unit Price	Max. Unit Price	Std. dev. of Unit Price	Total Sum Bid Quantities	Distinct CCSJ
7069-7006	CASTING (STEEL)(SAN SEWER)(14 IN)	LF	95.0	95.0	\$165.25	\$165.25	\$165.25		95.0	1
7069-7007	CONNECT TO EXISING SEWER LINER	EA	1.0	1.0	\$3,906.05	\$3,906.05	\$3,906.05		1.0	1
7083-7001	PVC PIPE-WATER (C900, 6")	LF	458.0	458.0	\$119.03	\$119.03	\$119.03		458.0	1
7083-7002	PVC PIPE-WATER (C900, 8")	LF	209.0	209.0	\$170.66	\$170.66	\$170.66		209.0	1
7083-7003	18" STEEL ENCASMENT	LF	87.0	87.0	\$305.33	\$305.33	\$305.33		87.0	1
7083-7004	WATER SERVICE (NE PASDR)	EA	298.0	298.0	\$144.29	\$144.29	\$144.29		298.0	1
7083-7005	ENCASMENT PIPE (C900, 36")	LF	70.0	70.0	\$552.86	\$552.86	\$552.86		70.0	1
7083-7006	RMV EXIST 2" WL	LF	1,164.0	1,164.0	\$15.52	\$15.52	\$15.52		1,164.0	1
7083-7007	RMV EXIST 6" PVC WL	LF	23.0	23.0	\$15.52	\$15.52	\$15.52		23.0	1
7083-7008	RMV EXIST 8" PVC WL	LF	107.0	107.0	\$15.52	\$15.52	\$15.52		107.0	1

Filters:		Adjust filters to refine your analysis of bid item average costs.		Use Qty Filter:	Enter Min Qty:	Enter Max Qty:				
Standard Specification Code:				NO.	0	16,613,660				
BID CODE	BID_ITEM_DSCR	MS_UNIT	Min. Bid Item Qty	Max. Bid Item Qty	Weighted Avg Unit Price	Min. Unit Price	Max. Unit Price	Std. dev. of Unit Price	Total Sum Bid Quantities	Distinct CCSJ
7083-7006	RMV EXIST 2" WL	LF	1,164.0	1,164.0	\$15.52	\$15.52	\$15.52		1,164.0	1
7083-7007	RMV EXIST 6" PVC WL	LF	23.0	23.0	\$15.52	\$15.52	\$15.52		23.0	1
7083-7008	RMV EXIST 8" PVC WL	LF	107.0	107.0	\$15.52	\$15.52	\$15.52		107.0	1
7083-7009	FIRE HYDRANT ASSEMBLY	EA	2.0	2.0	\$9,392.62	\$9,392.62	\$9,392.62		2.0	1
7083-7010	REMOVE FIRE HYDRANT	EA	2.0	2.0	\$1,312.50	\$1,312.50	\$1,312.50		2.0	1
7083-7011	ADJUST STRUCTURE, FIRE HYDRANT	EA	1.0	1.0	\$2,018.25	\$2,018.25	\$2,018.25		1.0	1
7083-7012	RECONNECT WATER SERVICE	EA	6.0	6.0	\$3,027.37	\$3,027.37	\$3,027.37		6.0	1
7083-7013	PVC WASTE WATER	EA	3.0	3.0	\$18,600.00	\$18,600.00	\$18,600.00		3.0	1
7083-7014	RMV EXIST 8" PVC WASTEWATER	LF	74.0	74.0	\$25.87	\$25.87	\$25.87		74.0	1
7083-7015	RMV EXIST 8" STEEL & PVC WASTEWATER	LF	99.0	99.0	\$46.57	\$46.57	\$46.57		99.0	1

RESOLUTION #2026-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER #5 TO THE CONSTRUCTION CONTRACT WITH R.S. PARKER CONSTRUCTION LLC FOR THE GLO CDBG-MIT CONTRACT 22-085-009-D237 PROJECT 2: N. 19TH STREET- STORM WATER IMPROVEMENTS PROJECT; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville (City) intends to make some sanitary sewer improvements through a General Land Office (GLO) Community Development Block Grant (CDBG) -Mitigation (MIT) program via Contract No. 22-085-009-D237 Project 2: N. 19th Street- Storm Water Improvements Project and went out for bids via BID #24-19 which was advertised on August 22nd & 29th, 2024;

WHEREAS, three bids were received on September 17, 2024 responsive to BID #24-19 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#24-19 to Vendor at a Commission meeting on October 15, 2024 for a total amount of \$1,630,804.89;

WHEREAS, the City and Vendor worked to prepare a contract for GLO CDBG-MIT Contract No. 22-085-009-D237 Project 2: N. 19th Street Storm Water Improvements Project; the parties both agreed to the terms of the proposed contract for a total amount of \$1,630,804.89 with a contract time of 180 calendar days, which was approved by City Commission on October 28, 2024 via Resolution #2024-85;

WHEREAS, the total award and the contract price showed a minor difference due to a clerical error so an increase of \$0.07 was proposed and 75 additional days were requested due to delays in receiving materials (reinforced concrete boxes) for the project that are beyond the control of the Vendor, and these changes were approved by City Commission on February 24, 2025 via Resolution #2025-24 authorizing Change Order No.1 for a new total contract price of \$1,630,804.96 and a new contract time of 255 calendar days;

WHEREAS, there were additional delays beyond the control of the Vendor for the delivery of the reinforced concrete boxes for this project so an additional 60 days was requested for the contract time period, and the wage schedule rate was changed from a highway classification to a heavy classification, which required Change Order No.2, which was approved by the City Commission via Resolution

#2025-48 on April 28, 2025, and resulted in no change to the total contract price of \$1,630,804.96 and a new contract time of 315 calendar days;

WHEREAS, there were unforeseen issues during construction, including utility adjustments with a conflict with the 6'x4' concrete box being constructed, that resulted in a change in design causing no price increase but a need for 90 additional contract days, so Change Order #3 to the construction contract was approved by City Commission via Resolution #2026-06 on January 12, 2026 for a total contract price of \$1,630,804.96 and a new total contract time of 405 calendar days;

WHEREAS, there were unforeseen issues during construction, including utility adjustments with a conflict with the 6'x4' concrete box being constructed that has been redesigned for a larger 7'x4' concrete box, that resulted in a price increase of \$17,250.00 and a need for 60 additional contract days, so Change Order #4 to the construction contract was approved by City Commission via Resolution #2026-11 on February 9, 2026 for a new total contract price of \$1,648,054.96 and a new total contract time of 465 calendar days;

WHEREAS, there have been unforeseen issues during construction, including utility adjustments with a water line in direct conflict with the 6'x4' concrete box being constructed that resulted in a change in design and need to relocate the water line ten feet to the east, that resulted in a price increase of \$101,714.00 and a need for 95 additional contract days;

WHEREAS, the unforeseen issues have resulted in a need for Change Order #5 that would result in a new total contract price of \$1,749,768.96 and a new total contract time of 560 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 Change Order No.5 for the Construction Contract for General Land Office (GLO) Community Development Block Grant (CDBG) -Mitigation (MIT) program via Contract No. 22-085-009-D237 Project 2: N. 19th Street -Storm Water Improvements Project between the City of Kingsville, Texas and R.S. Parker Construction LLC as per staff recommendation and in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

PASSED AND APPROVED by a majority vote of the City Commission on the
27th day of April, 2026.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney



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

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

Subrecipient <u>City of Kingsville</u>	GLO Contract Number: <u>22-085-009-D237</u>	Date: <u>4/7/2026</u>
Engineer Name Address & Phone	Subrecipient Name, Address, & Phone Number:	Contractor Name, Address & Phone Number:
International Consulting Engineers 261 Saratoga Blvd. Corpus Christi, TX 78417 361-826-5805	City of Kingsville 400 W. King Ave. Kingsville, TX 78363 361-595-8040	R.S. Parker Construction, LLC 455 Hereford Rd. Corpus Christi, TX 78408 361-289-0222
Project #: <u>2</u>	Bid Package #: <u>1</u>	Change Order #: <u>5</u>
Contract Origination Date: <u>10/28/2024</u>	Project Description: <u>Storm Water Improvements</u>	

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

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Schedule etc.	Decrease in Contract Price	Increase in Contract Price
	ADDITIONAL 95 DAYS ADDED TO CONSTRUCTION CONTRACT		
A11	REPAIR ASPHALT DRIVEWAY, \$194.20/SY, + 10 SY		1,942
CO 5-1	DEMO EXISTING WATERLINE, \$8.63/LF, +900 LF		7,767
CO 5-2	8"Ø PVC WATERLINE (C900), \$48.30/LF, +1000 LF		48,300.00
CO 5-3	4"Ø PVC WATERLINE (C900), \$23/LF, +60 LF		1,380
CO 5-4	SERVICE CONNECTION, \$3,450/EA, +3 EA		10,350
CO 5-5	TIE-IN TO EXISTING WATERLINE, \$13,800/EA, +2 EA		27,600
CO 5-6	ADDITIONAL TRAFFIC CONTROL BARRICADES, \$4375.00/LS, +1 LS		4,375.00

See sheet 2 to add additional entries

Change in Construction Contract Price

Change in Contract Time (Calendar Days)

Original Contract Price:	<u>1,630,804.89</u>
Cumulative Previous Change Order(s) Total:	<u>17,250.00</u>
Contract Price Prior to this Change Order:	<u>1,648,054.96</u>
Net Increase/Decrease of this Change Order:	<u>101,714</u>

Original Contract Time in Days:	<u>180</u>
Net Change from Previous Change Order(s) in Days:	<u>285</u>
Contract Time Prior to this Change Order in Days:	<u>465</u>
Net Increase/Decrease of this Change Order in Days:	<u>95</u>



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

Contract Price with All Approved Change Orders:	1,749,768.96	Contract Time with All Approved Change Orders in Days:	560
Cumulative Percent Change in Contract Price (+/-)	7.29%	Subrecipient Contract End Date:	1/31/2027
Construction Contract Start Date:	1/2/2025	Construction Contract End Date:	7/16/2026

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

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

Subrecipient Signature	Engineer Signature	Contractor Signature
Charlie L. Sosa, City Manager	Julio A. Macias, P.E., Project Engineer	Rodney S. Parker, President
Subrecipient Name and Title (Printed)	Engineer Name and Title (Printed)	Contractor Name and Title (Printed)
Subrecipient Signature	Engineer Signature	Contractor Signature

Justification for Change Order

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

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

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

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

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

If "no", explain:

Items CO 5-1 through CO 5-6 are new items that are required for the proper waterline relocation/repairs and traffic control.

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

If "yes", is an environmental assessment required?



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

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

If "no", explain:

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

AGENDA ITEM #15

City of Kingsville
Public Works Department

TO: Mayor and City Commissioners

Thru: Charlie Sosa, City Manager

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

DATE: April 13, 2026

SUBJECT: Contract Emergency Repairs for the North and South Wastewater Treatment Plants (Blowers)

Summary:

This item authorizes the City Manager to enter into contract with Global WET LLC for emergency repairs for the Wastewater Department's Blower System for North and South Wastewater Treatment Plants (WWTP).

Background:

On January 14, 2026, the City of Kingsville City Commission approved the purchase of four (4) Sulzer blowers from Global WET LLC for emergency repairs for the Wastewater Department's North and South Wastewater Treatment Plants (WWTP) blower systems in the amount of \$2,497,820.00 of GLO MIT-MOD grant (Fund 135).

In 2006, the City of Kingsville City installed two variable speed Turblex blowers, one at each WWTP. Keeping one original blower at each WWTP for a backup blower. Both treatment plants have failing blowers for past few years, repairing the Turblex blowers has become an issue from replacing PLC's, relays to soft starts and is difficult to get parts for repair.

The SWWTP Turblex, has been down for months. Final recommendation from Turblex is to replace the entire electrical system at a cost of \$139,660.00. The plant is surviving on the original 1970's Spencer backup blower. This blower was rebuilt about 8 years ago but has since had several emergency repairs.

The NWWTP is in a similar situation with the Turblex, it's working at about 55% and the original 1970's Hoffman backup blower is out of service due to a soft start/motor issue.

Biological treatment (aeration) is an important processes in a WWTP.

Global Wet is a sole source supplier for Sulzer Magnetic Bearing Turbo Blowers and will install new blowers for the NWWTP (\$1,306,200.00) account 135-5-7001-71200 and SWWTP (\$1,191,620.00) account 135-5-7002-71200 for the total amount of \$2,497,820.00.



City of Kingsville
Public Works Department

Financial Impact:

Sources of funding:

Source of funding is the GLO MIT-MOD grant, Fund 135.

Below is the budget that has been setup for this grant

It is fund 135-GLO MIT Prog Grant Fund. We budgeted in FY 25-26:

- \$1,306,200 in 135-5-7001-71200
- \$1,191,620 in 135-5-7002-71200
- Total \$2,497,820.00

Recommendation:

Staff requests approval of the contract with Global WET LLC for the emergency repairs to install new Sulzer Blower Systems at the North and South Wastewater Treatment Plants.



RESOLUTION #2026-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT BETWEEN THE CITY OF KINGSVILLE, TEXAS AND GLOBAL WET LLC FOR BLOWER EQUIPMENT & INSTALLATION FOR THE KINGSVILLE NORTH AND SOUTH WASTE WATER TREATMENT PLANTS; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville (“City”) intends to make some emergency repairs at the North and South Waste Water Treatment Plants using GLO MIT-MOD grant Fund 135;

WHEREAS, Global WET LLC (“Vendor”) is the sole source of the Sulzer Blower Systems that are to be purchased and installed at the North and South Waste Water Treatment Plants;

WHEREAS, the City Commission approved the purchase of the four blowers in the amount of \$2,497,820.00 at a City Commission meeting on January 14, 2026;

WHEREAS, the City and Vendor worked to prepare a contract that is recommended for approval by the City Commission for the emergency repairs of the Blower Equipment & Installation for the Kingsville North and South Waste Water Treatment Plants for a total amount of \$2,497,820.00;

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 Contract Between the City of Kingsville, Texas and Global Wet LLC for Blower Equipment & Installation for the Kingsville North and South Waste Water Treatment Plants 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
27th day of April, 2026.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

**Contract Between
the City of Kingsville, Texas ("City") and Global WET LLC
("Contractor")
for Blower Equipment & Installation for the
Kingsville North and South Waste Water Treatment Plants**

WHEREAS: **CITY OF KINGSVILLE**, (hereinafter referred to as "OWNER"), a Texas home-rule municipal corporation, engages Global WET LLC (hereinafter referred to as "CONTRACTOR") to perform the "SERVICES" described in the "PROPOSAL" attached as Exhibits A, B, & C to this Agreement.

PART I. SERVICES

- A. The scope and pricing, and performance schedule, for the SERVICES is set forth on the PROPOSAL and related documents. The PROPOSAL has been executed by OWNER and CONTRACTOR, and shall be attached and is hereby made a part of this Services Agreement.
- B. After receiving and verifying the performance bond, payment bond, insurance, disclosure and conflict of interest documents, OWNER shall set a pre-construction meeting and shall authorize notice to proceed and CONTRACTOR shall commence work within 14 days of CONTRACTOR's receipt of OWNER approved submittals and the properly executed and signed PROPOSAL [along with the initial project payment as outlined in the PROPOSAL].
- C. CONTRACTOR shall be responsible for the professional quality and timely completion of all SERVICES outlined and described in the Project Proposal and Project Specifications. If a conflict exists between the Project Proposal and/or the Project Specifications, the project Proposal will govern for the project.
- D. OWNER and CONTRACTOR have designated points of contact so that any issues or problems may be identified and resolved in the most efficient manner. The OWNER's contact is William Donnell, and CONTRACTOR's contact is Joju Abraham.
- E. CONTRACTOR will hold periodic conferences with the OWNER or its representatives throughout the term of the project. CONTRACTOR will keep OWNER informed as to project progress on a regular basis.

- F. CONTRACTOR shall complete the SERVICES 200 days after delivery of blowers and ancillary equipment. Should the project be delayed by inclement weather or other circumstances outside of CONTRACTOR's reasonable control, one additional business day will be added to this agreement for each day so delayed. Each day of delay caused by stoppage of work or other failure to timely perform by OWNER will result in an extension of one business day to the target completion date of this project. If the SERVICES are not completed within the time stipulated herein, the CONTRACTOR shall pay to the OWNER as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of \$200.00 for each calendar day of delay, until the work is completed. The CONTRACTOR and CONTRACTOR'S sureties shall be liable to the OWNER for the amount thereof.

- G. As a component of its SERVICES, CONTRACTOR will also make recommendations regarding the post-project care and maintenance of the work areas. OWNER should be aware that the long-term success of the project depends in large part upon OWNER'S adherence to the recommended care and maintenance.

PART II. OWNER'S RESPONSIBILITIES

- A. OWNER has directed the CONTRACTOR to provide SERVICES as outlined in the PROPOSAL.

- B. Prior to the commencement of the SERVICES, OWNER shall secure any permits needed to have the work performed.

- C. OWNER shall timely perform all of its obligations under this Services Agreement and the PROPOSAL.

PART III. CHANGE ORDERS

- A. The SERVICES may be amended or revised only via written Change Order, executed by OWNER and CONTRACTOR. The OWNER may at any time request changes to the PROPOSAL. If such changes cause an increase or decrease in the CONTRACTOR's cost of, or time required for, performance of any services under the PROPOSAL, an equitable adjustment shall be made and reflected in a properly executed Change Order.

- B. No SERVICES for which an additional compensation will be charged by the CONTRACTOR shall be furnished without a properly executed Change Order signed by OWNER prior to the start of the additional services.

- C. In the event that there are modifications and/or additions to regulatory requirements relating to the services to be performed under this Agreement after the date of execution of this Agreement, the increased or decreased cost of performance of the services provided for in this Agreement and PROPOSAL shall be reflected in an appropriate Change Order.

PART IV. COMPENSATION TO CONTRACTOR

OWNER agrees to pay CONTRACTOR for SERVICES in accordance with the descriptions, definitions, terms and conditions as set forth herein and in the Exhibits attached hereto and any Change Orders subsequently attached hereto.

PARTV. PAYMENTS

See Attachment 3-Exhibit C attached hereto for additional compensation details. After final inspection and the acceptance by the OWNER of all SERVICES under the PROPOSAL, the CONTRACTOR shall prepare the requisition for final payment which shall be based upon the careful inspection of each item of SERVICES at the applicable unit prices stipulated in the PROPOSAL. The total amount of the final payment due the CONTRACTOR under this AGREEMENT shall be the amount computed as described in Attachment 3-Exhibit C less all previous payments. Before paying the final estimate, OWNER shall require the CONTRACTOR to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the PROPOSAL) and services to the CONTRACTOR. The OWNER may make payment in part or in full to the CONTRACTOR without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this AGREEMENT. Any amount due the OWNER under liquidated damages shall be deducted from the final payment due the CONTRACTOR.

PART VI. INSURANCE

CONTRACTOR agrees to maintain worker's compensation insurance to cover all of its own personnel engaged in performing services for OWNER under this Agreement. CONTRACTOR also agrees to maintain commercial liability insurance covering claims against CONTRACTOR for damages resulting from bodily injury, death or property damage from accidents arising in the course of services performed under this Agreement. OWNER shall be solely responsible for maintaining proper and adequate insurance coverage for its premises and its employees and representatives.

PART VII. MISCELLANEOUS

A. Late Payment

If OWNER fails to make any payment due CONTRACTOR for services, in accordance with Part V herein within thirty days after receipt of CONTRACTORS's invoice, thereafter the amounts due CONTRACTOR shall include a charge at the rate of 1% per month starting on the tenth day past the due date, and in addition, CONTRACTOR may, after giving seven days written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services.

B. Attorney's Fees

In the event CONTRACTOR's invoices for services are given to an attorney for collection, or if suit is brought for collection, or if they are collected through probate, bankruptcy, or other judicial proceeding, then OWNER shall pay CONTRACTOR all costs of collection awarded by the court, including the reasonable and necessary attorney's fees allowed by law and court costs, in addition to other amounts due, all if ordered by the court; otherwise, each party pays its own costs unless the court orders differently.

C. Mediation

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal proceedings by either party.

The parties shall share the mediator's fee and any filing fees equally. Each party shall be responsible for its own attorney's fees and any other fees or expenses not stated herein. The mediation shall be held in the county where the project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

D. The CONTRACTOR does not at the time of this AGREEMENT, nor will it during the course of this AGREEMENT, boycott Israel.

PART VIII. MODIFICATIONS

The written signature of both OWNER and CONTRACTOR shall be required to effect a Change Order or to otherwise amend, modify or extend the terms of this Agreement. Only Joju Abraham, Manager of CONTRACTOR, shall have the authority to execute such change or amendment on behalf of CONTRACTOR.

PART IX. MISCELLANEOUS PROVISIONS

A. Notice. Notice required by this Agreement may be given or served by depositing the notice in the United States Mail, in certified or registered form, postage prepaid, to the other party, or by delivering the notice in person to the other party.

Notice deposited in the United States Mail in the manner prescribed in this subsection is effective upon deposit. The addresses of the parties are:

City of Kingsville, Texas
Attention: City Manager
P.O. Box 1458
Kingsville, Texas 78364
Telephone: (361) 595-8002
Email: csosa@cityofkingsville.com

Global WET LLC
Attention: Joju Abraham, President
10900 Research Blvd., Suite 160C 65
Austin, Texas 78759
Telephone: (512) 560-9952
Email: jabraham@globalwet.com

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART X. ATTACHMENTS

Attachment 1- Exhibit A-Scope of Work
Attachment 2- Exhibit B-Scope of Supply
Attachment 3- Exhibit C-Compensation.

Executed as of the effective date set forth above:

Authorized and accepted this _____ day of _____, 2026.

GLOBAL WET LLC

By: _____

Joju Abraham

Title: _____

Authorized and accepted this _____ day of _____, 2026.

CITY OF KINGSVILLE, TEXAS

By: _____

Charlie Sosa

Title: City Manager

EXHIBIT A SCOPE OF WORK

Section I. General Information

1.1 The Contractor shall furnish all labor, superintendence, machinery, equipment, tools, materials, services, and other facilities to install Two (2) Blowers water treatment, including furnishings, delivering, placing back into operation, and testing at the City of Kingsville's North Water Treatment Plant located at Kingsville Wastewater Department, Attention: William Donnell, 2801 E Santa Gertrudis, Kingsville, Texas 78363; and Two (2) Blowers at the City of Kingsville's South Water Treatment Plant located at Kingsville Wastewater Department, Attention: William Donnell, 2500 E. FM 1717, Kingsville; Texas 78363.

1.2 Any equipment or repair parts contemplated within the Work shall be new and ready for use and shall be capable of performing in accordance with the requirements set forth in the specifications unless otherwise specified below.

Section II. Scope of Work

2.1 Contractor shall Remove Existing Blowers. Furnish and Install New Blowers Equipment and Electrical to Include:

- i. Submittals for Approval.
- ii. Unloading of components supplied by Sulzer and others.
- iii. Removal of the existing Blowers.
- iv. Preparation of the site for installation of new Blowers.
- v. Mechanical work required to support and install the Blowers and associated controls.
- vi. Installation of electrical and wiring for power supply and controls of Blowers
- vii. Labor and installation of Blowers electrical enclosures.
- viii. Startup and Training on the new Blowers.

2.3 Items not included in our scope:

- i. Providing 480 Volt, 3 Phase Power at the Blowers Site.

2.2 The Work to be performed is described in general, non-inclusive terms and includes furnishing all labor, tools, equipment and incidentals necessary to provide the following:

- i. Meet all applicable OSHA requirements while performing the Work.
- ii. Protect electrical and control devices in and around the Sulzer Blower Unit. Prior to any Work being performed, Contractor shall follow proper lock-out/tag-out procedures *and* requirements.
- iii. Supply all parts and perform repairs listed in Exhibit "B", attached hereto and incorporated by reference herein. The Work shall include, but is not limited to, installing a new overhaul kit and/or spare parts as required, re-setting internal clearances, and re-assembly to factory specifications.
- iv. Install all repair or furnished parts in accordance with manufacturer's instructions.
- v. Certify Sulzer Blower Unit Systems and associated equipment are ready for use after repair and testing at the City's facility.

Section III. Repair & Testing, Installation, and Acceptance

4.1 The Work shall be completed during normal business hours, Monday through Friday between the hours of 7:00 AM and 4:00 PM. Other times may be acceptable if pre-arranged

with the City.

4.2 The Contractor is responsible for unloading all equipment necessary for the Work at the facility.

4.3 The Contractor shall be responsible for the installation of any and all equipment necessary for the Work. Prior to the startup of the equipment installed in furtherance of the Work, Contractor shall inspect the equipment, make necessary final adjustments, and certify the equipment is ready for operation.

**EXHIBIT B
SCOPE OF SUPPLY**

Section I. General Information and Pricing

1.1 The Contractor shall provide the Equipment below at the prices outlined below.

1.2 All Equipment, delivery details, terms and conditions, freight and service are described in the manufacturer individual proposals. These proposals have been sent electronically via email, are attached or will be sent under separate cover. Thank you for this opportunity and we look forward to working with you.

North Plant Turbo Blowers Installed Probable Cost					
Item	QTY	Equipment	Manufacturer	Unit Price	Total Price
1	2	Magnetic Bearing Turbo Blowers - 250 HP HST 30-36-1U250-48 Turbocompressor. 4550 SCFM @6.7psig. Ethernet/IP. Master Control Unit. Inlet/Outlet accessories. Electrical, wiring, conduit upgrades. Spare parts. 2-year warranty. Startup & Training.	Sulzer HST	\$341,500	\$683,000
2	1	PLC Panel for DO Control	Sulzer HST	Included	-
3	1	Labor: Demo and remove existing Blowers. Reconfigure existing Piping. Install new Blowers. Make electrical improvements. Upgrade existing MCC. Install control panel.	Global WET	\$250,000	\$529,900
4	1	Insurance and Bonding	NA	NA	\$93,300
TOTAL					\$1,306,200

South Plant Turbo Blowers Installed Probable Cost					
Item	QTY	Equipment	Manufacturer	Unit Price	Total Price
1	2	Magnetic Bearing Turbo Blowers - 150 HP HST 20-4500-1-U150-48 Turbocompressor. 3010 SCFM @6.3psig. Ethernet/IP. Master Control Unit. Inlet/Outlet accessories. Electrical, wiring, conduit upgrades. Spare parts. 2-year warranty. Startup & Training.	Sulzer HST	\$300,500	\$601,000
2	1	PLC Panel for DO Control	Sulzer HST	Included above	-
3	1	Labor: Demo and remove existing Blowers. Reconfigure existing Piping. Install new Blowers. Make electrical improvements. Upgrade existing MCC. Install control panel.	Global WET	\$232,000	\$507,320
4	1	Insurance and Bonding	NA	10%	\$83,300
TOTAL					\$1,191,620

North & South Plants Total Installed Cost	\$2,497,820
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Section II. Equipment Warranties

1.1 The Blowers warranty is valid under the terms outlined below. The warranty period is 18 months from date of delivery and 12 months from date of the Certification of Substantial Completion whichever comes first. It covers all failures due to defects in material and/or workmanship excluding consumables (see separate lamp and ballast warranties below).

1.2 This warranty shall not apply to any failure or defect which results from the Equipment not being operated and maintained in strict accordance with instructions specified in Sulzer's Instructions Manual or which results from mishandling, misuse, neglect, improper storage, improper Operation of the Equipment with other equipment furnished by the Customer or by other third parties or from defects in designs or specifications furnished by or on behalf of the Customer by a person other than Sulzer. In addition, this warranty shall not apply to Equipment that has been altered or repaired after start-up by anyone except:

- Authorized representatives of Sulzer, or
- Customer acting under specific instructions from Sulzer.

1.3 Customer must notify Sulzer in writing within 5 days of the date of any Equipment failure. This notification shall include a description of the problem, a copy of the operator's log, a copy of the Customer's maintenance record and any analytical results detailing the problem. If Customer has not maintained the operator's log and maintenance record in the manner directed in the Operation and Maintenance manual, or does not notify Sulzer of the problem as specified above, this warranty may, in Sulzer's discretion, be invalid.

1.4 Customer will fully cooperate with Sulzer, in the manner requested by Sulzer, in attempting to diagnose and resolve the problem by way of telephone support. If the problem can be diagnosed by telephone support and a replacement part is required, Sulzer will either, at Sulzer's expense, ship a repaired, reworked or new part to the Customer who will install such part as directed by Sulzer or will direct Customer to acquire, at Sulzer's expense, such part from a third party and then install such part as directed by Sulzer. This warranty is the exclusive remedy of the Customer for all claims based on a failure of or defect in the Equipment, whether the claim is based on contract (including fundamental breach), tort (including negligence), strict liability or otherwise. This warranty is in lieu of all other warranties whether written, oral, implied or statutory. Without limitation, no warranty of merchantability or fitness for a particular purpose shall apply to the Equipment.

EXHIBITC COMPENSATION

Section I. Compensation

1.1 Contractor shall be compensated for the Work and Equipment provided under this Contract in a lump sum total not-to-exceed price of **two million, four hundred ninety seven thousand, eight hundred twenty dollars and zero cents (\$2,497,820)** after the Work and Equipment have been accepted by the City.

1.2 Unless otherwise approved in writing by the City and formalized by amendment, the Work and Equipment provided under this Contract shall not exceed the total price set forth in Section 1.1 above.

Section II. Payment Terms and Invoicing

2.1 The City normally will pay properly submitted Contractor invoices within thirty (30) days of receipt providing goods and/or services have been delivered and accepted as specified.

2.2 Invoices must be received in the City Finance and Administration Department and presented for payment in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the following address for processing:

Mailing Address:

City of Kingsville
P.O. Box 1458
Kingsville, Texas 78364

Physical Address:

City of Kingsville
400 W. King Ave.
Kingsville, Texas 78363

2.3 The Contractor is asked to submit invoices electronically to the following Accounts Payable email address: wdonnell@cityofkingsville.com. Contractors who use the electronic service should not mail the original invoice.

2.4 The City is exempt from paying Texas sales and use taxes. The Contractor shall not charge the City for such taxes. Proof of exemption is available upon request.

2.5 Invoices will be sent to the City by the Contractor and payment made within 30 Days by the City to the Contractor according to the pay schedule below.

5% Upon Approval of submittal

10% Upon Removal of the existing Blowers

15% Upon Preparation of the site for installation of new Blowers.

15% Upon Mechanical work required to support and install the Blowers and associated controls.

15% Upon Installation of electrical and wiring for power supply and controls of Blowers.

15% Upon Labor and installation of Blowers, Air Piping, Valves and appurtenances.

15% Upon Startup and Training on the new Blowers.

10% Upon Retainage upon Substantial Completion and Acceptance.

2.6 ACH Payments will be the accepted method of payment. The City will provide bank account and routing information with their purchase order and the Contractor will provide bank accounting and routing information on the first invoice.

AGENDA ITEM #16

**City of Kingsville
Police Department**

TO: Mayor and City Commissioners

CC: Charlie Sosa, City Manager

FROM: John Blair, Chief of Police

DATE: April 14, 2026

SUBJECT: Interlocal Agreement with Nueces County 105th Judicial District Attorney – Asset Forfeiture

Summary:

The Police Department is seeking Commission approval to enter into an agreement with the 105th Judicial District, Nueces County to process asset forfeitures in compliance with state law.

Background:

The Kingsville Police Department and the District Attorney for the 105th Judicial District, Nueces County are looking to enter into an Interlocal Agreement with regards to Asset Forfeiture. It establishes the required framework under Chapter 59 of the Texas Code of Criminal Procedure for the seizure, forfeiture, and distribution of contraband and related proceeds. The agreement applies to all pending and future forfeiture cases handled by the Kingsville Police Department unless otherwise agreed by both parties.

Under the terms of the agreement:

- Seized property may be retained for official law enforcement use or sold. Vehicles may be kept, auctioned, or traded for replacement equipment at the department's discretion.
- The Police Department is responsible for the custody, maintenance, and accounting of seized property.
- All allowable costs associated with seizure and forfeiture, including court costs and administrative expenses, are paid first from proceeds.
- Remaining proceeds are distributed as follows: 80% to the Kingsville Police Department and 20% to the District Attorney's Office, as outlined on page 3 of the agreement.
- The agreement has an initial term of one year beginning January 1, 2026, with automatic annual renewals. Either party may terminate the agreement with 30 days' written notice.



**City of Kingsville
Police Department**

Financial Impact:

This agreement allows the Police Department to retain 80% of net proceeds from forfeited assets, which may be used for authorized law enforcement purposes.

Recommendation:

Staff recommends approval of the Interlocal Agreement with the 105th Judicial District, Nueces County to ensure compliance with state law and to continue participation in asset forfeiture programs.



RESOLUTION # 2026-___

A RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO ENTER INTO AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE NUECES COUNTY 105TH JUDICIAL DISTRICT ATTORNEY AND THE CITY OF KINGSVILLE POLICE DEPARTMENT; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the provisions of the Texas Local Government Code Chapter 362 (Law Enforcement Services Provided Through Cooperation of Municipalities, Counties, and Certain Other Local Governments), a county and a municipality may, pursuant to order or resolution of its governing body, form a mutual interlocal agency agreement to assist in criminal and narcotic investigations and law enforcement; and

WHEREAS, pursuant to the provisions of the Texas Local Government Code Chapter 791 (Interlocal Cooperation Act), a local governmental body may contract or agree with one or more local government bodies for the performance of governmental functions in which the contracting parties are mutually interested; and

WHEREAS, the parties to this agreement can better utilize the law enforcement resources of the City and the County by the coordination of crime interdiction efforts between the Kingsville Police Department and the Nueces County 105th Judicial District Attorney's Office; and

WHEREAS, the County District Attorney and the City desire to use the funds from asset forfeitures to improve the health, safety, and quality of life of the residents of their jurisdictions.

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

I.

THAT the Chief of Police is authorized and directed as an act of the City of Kingsville, Texas to enter into an Interlocal Cooperation Agreement Between the Nueces County 105th Judicial District Attorney and the Kingsville Police Department 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 Kingsville City Commission on the 27th day of April , 2026.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

INTERLOCAL AGREEMENT

STATE OF TEXAS

COUNTY OF NUECES

THIS INTERLOCAL AGREEMENT; hereinafter referred to as, "Agreement", is made and entered into by and between the Kingsville Police Department, located in Kleberg County, Texas; hereinafter referred to as, "Law Enforcement Agency", and the Criminal District Attorney for the 105th Judicial District of Texas in Nueces County; hereinafter referred to as, "State's Attorney." This Agreement supersedes all other interlocal agreements between the two parties and will apply to all pending forfeiture cases as well as all forfeiture cases filed after the date this Agreement is signed, unless the parties hereto mutually agree otherwise in writing.

- I. Parties, hereinafter mentioned, desire to enter into an agreement to dispose of forfeited "Contraband" pursuant to Chapter 59 of the Texas Code of Criminal Procedure;
- II. All property found to be "Contraband" pursuant to Article 59.01 of the Texas Code of Criminal Procedure, with the attorney representing the State as agent for the State, shall be subject to this Agreement;
- III. The Criminal District Attorney for the 105th Judicial District of Texas in Nueces County, represents the State of Texas regarding forfeiture of Contraband seized pursuant to Chapter 59 of the Texas Code of Criminal Procedure and;
- IV. Article 59.06 of Chapter 59 of the Texas Code of Criminal Procedure mandates that a local agreement be reached between the attorney representing the State and Law Enforcement Agency to affect the disposition of forfeited contraband.

For purposes of definition, the term "court costs" as referred to in this Agreement shall mean all filing fees charged by the District Clerk, attorney ad litem fees, deposition expenses (including court reporter fees, transcription and copy expenses, and interpreter fees), title policies, confidential informant fees, towing charges, auction fees, appraisals, and all other fees and expenses incurred or related to the seizure and forfeiture of Contraband.

THEREFORE, THIS INTERLOCAL AGREEMENT is hereby made and entered into by the Kingsville Police Department and the Criminal District Attorney for the 105th Judicial District of Texas in Nueces County in consideration for services associated with forfeiture of Contraband.

- I. REAL ESTATE, upon sale of said real estate, all costs as set forth above are to be paid from the final sum received with the remaining amount to be paid according to the percentages in category 3.

2. PERSONAL PROPERTY, including, but not limited to, vehicles, weapons, mobile phones, etc., shall be forfeited to the Law Enforcement Agency. Said property is to be used pursuant to Article 59.06(b) of Chapter 59 of the Texas Code of Criminal Procedure. If said personal property is sold, proceeds from the sale of said property are to be divided as follows: 80% to the Law Enforcement Agency and 20% to the State's Attorney, including the sale (at the end of their use) of all vehicles awarded to the Law Enforcement Agency to be used by the Law Enforcement Agency for law enforcement purposes. The Law Enforcement Agency shall obtain title to the vehicles, which are used by the Law Enforcement Agency for law enforcement purposes, and will be solely responsible for their use and upkeep. The State's Attorney will be completely absolved of any liability regarding the use by the Law Enforcement Agency of all vehicles awarded to the Law Enforcement Agency.

It is further agreed between the parties that all vehicles which are forfeited to the Law Enforcement Agency to be used for law enforcement purposes (rather than sold at auction as soon as practicable after the Judgment forfeiting such vehicle is signed by the appropriate Judge), may thereafter be disposed of at the discretion of the Law Enforcement Agency, either at public auction conducted by the Law Enforcement Agency, or at the Law Enforcement Agency's direction, by trading-in such vehicles to licensed automobile dealerships in exchange for new or used vehicles to which the Law Enforcement Agency has a particular need. If the vehicles obtained by a trade-in of forfeited vehicles are sold, the proceeds of such sale shall be divided as stated above.

The parties further agree that all other seized and forfeited vehicles, which are not used by the Law Enforcement Agency for law enforcement purposes, are to be sold and the proceeds therefrom divided as stated above.

All property seized, except for currency and bank accounts, shall be kept in the possession of the Law Enforcement Agency. The Law Enforcement Agency shall be responsible for the upkeep and maintenance of said property, and the State's Attorney will be completely absolved of any liability. The parties further agree that the Law Enforcement Agency will account for all seized property in their possession until the property is disposed of by court order. Currency and bank accounts shall be deposited into an interest-bearing bank account. However, the parties agree that the State's Attorney may exercise its discretion and allow the Law Enforcement Agency to maintain physical possession of currency and bank accounts where feasible.

All other property, not suitable for, nor desired for use pursuant to Article 59.06(b) of the Texas Code of Criminal Procedure, shall be forfeited to the State's Attorney, as agent for the State of Texas, and shall be sold at public auction. The net proceeds of said sale of property, after deduction of sales expenses, shall be divided as stated above. For purposes of definitions:

"Personal Property" includes, but is not limited to, vehicles of all types, weapons, mobile phones, jewelry, pagers, gold and other precious metals, and tangible objects of value. The Law Enforcement Agency and the State's Attorney reserve

the right to negotiate unique individual agreements on a case-by-case basis to satisfy special requirements, however, if an agreement cannot be reached, this interlocal agreement shall be binding.

3. CURRENCY, BANK ACCOUNTS, SECURITIES, NEGOTIABLE INSTRUMENTS, STOCKS, OR BONDS AND PROCEEDS FROM THE SALE OF THOSE ITEMS are to be divided as follows, after costs have been paid: 80% to the Law Enforcement Agency and 20% to the State's Attorney. The Law Enforcement Agency and the State's Attorney agree that all costs involved in the forfeiture of the above-mentioned money and property shall be paid first and the remaining sum is to be divided according to the percentages in this Agreement. The parties further agree that percentages will be determined prior to payment of cost.

Money and property shall be considered forfeited to the State once a forfeiture judgment has become final, and no Motion for New Trial or Notice of Appeal has been taken. Proceeds from the sale of real, personal, tangible, or intangible property shall be apportioned within thirty (30) days of said sale, or pursuant to any other agreements reached between the parties. Distribution to each party shall be made according to this Agreement and Article 59.06(a) of Chapter 59 of the Texas Code of Criminal Procedure.

All interest accumulated from seized currency as well as proceeds from the sale of all personal property, from the date of seizure until date of disbursement, shall be divided 80% to the Law Enforcement Agency and 20% to the State's Attorney.

The term of this Agreement shall be for a period of one (1) year beginning January 1, 2026. This Agreement shall automatically be renewed on a yearly basis after the initial one (1) year term. This Agreement may be terminated by either party upon thirty (30) days prior written notice thereof to the other of its intention to terminate upon a specific date specified in such notice. Any pending forfeitures filed prior to the termination date of this Agreement shall not be affected by such notices.

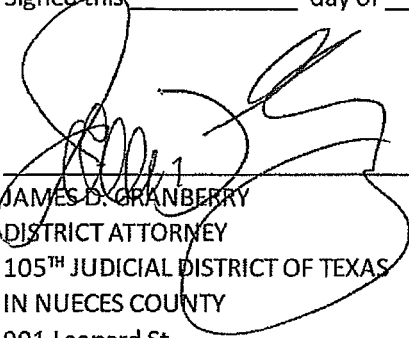
Any notice, payment, statement, or demand required or permitted to be given hereunder by either party to the other may be affected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three days after mailing.

The Law Enforcement Agency agrees to return all money, real, personal, tangible, or intangible property, or proceeds therefrom, remaining in its possession, if a bill of review is successfully taken against the State.

The Law Enforcement Agency further agrees to pay all court costs incurred if the

State is not successful in forfeiting the seized contraband.

Signed this _____ day of _____, 2026.



JAMES D. GRANBERRY
DISTRICT ATTORNEY
105TH JUDICIAL DISTRICT OF TEXAS
IN NUECES COUNTY
901 Leopard St.
Corpus Christi, TX 78401

JOHN BLAIR
CHIEF OF POLICE
KINGSVILLE POLICE DEPARTMENT
KINGSVILLE, TEXAS
P.O. Box 1458
Kingsville, TX 78364

AGENDA ITEM #17

**City of Kingsville
Police Department**

TO: Mayor and City Commissioners
CC: Charlie Sosa, City Manager
FROM: John Blair, Chief of Police
DATE: April 6, 2026
SUBJECT: Multiple Use Agreement with TxDOT

Summary:

The Police Department seeks approval from the City Commission, through resolution, to enter into a Multiple Use Agreement with the Texas Department of Transportation (TxDOT) to allow for the installation of Flock cameras within TxDOT right-of-way. The agreement authorizes the Police Department to install and operate Flock equipment on state highway corridors to support law enforcement efforts. Under the agreement, the City/KPD will be responsible for all design, installation, maintenance, and operation of the equipment, subject to TxDOT review and approval. The agreement also establishes requirements related to safety, accessibility compliance, insurance, and indemnification, and confirms that TxDOT retains full authority over the right-of-way.

Financial Impact:

There is no financial impact to the City associated with this agreement. All costs related to the installation and operation of the Flock cameras will be managed within existing departmental resources and previously approved funding under grant #5469901, the Edward Byrne Memorial JAG Program.

Recommendation:

The Police Department respectfully requests, upon approval, authorization for the Chief of Police to execute the Multiple Use Agreement with TxDOT to allow the installation of Flock cameras within state right-of-way, enhancing public safety and supporting law enforcement operations. This program will enhance our public safety operations and improve the capabilities of the Kingsville Police Department.



RESOLUTION NO. 2026-_____

RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO EXECUTE A MULTIPLE USE AGREEMENT AND SUPPLEMENTAL AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION, MAINTENANCE AND OPERATION OF POLE MOUNTED LPR'S WITHIN THE HIGHWAY RIGHT OF WAY.

WHEREAS, the City Commission of the City of Kingsville desires to have license plate reader (LPR) camera improvements installed along highway right of ways of the Texas Department of Transportation (TxDOT);

WHEREAS, the TxDOT has prepared a Multiple Use Agreement setting out the terms and conditions for the construction, maintenance, and operation of pole mounted LPR's on the highway right of way and a Supplemental Agreement to the Multiple Use Agreement allowing installation of LPR cameras within the highway right of way; and

WHEREAS, the City of Kingsville must pass a resolution authorizing the City to enter into the Agreements with the Texas Department of Transportation for Construction, Maintenance and Operation of Pole Mounted LPR's; and

WHEREAS, the City will be responsible for paying for the installation, operation, and maintenance of the LPR's installed for this project in the highway right of way.

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

I.

THAT the City Commission authorizes the Chief of Police to execute the Multiple Use Agreement and Supplemental Agreement with the Texas Department of Transportation for Construction, Maintenance and Operation of Pole Mounted LPR's within the highway right of way, as per the agreements attached hereto.

II.

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

III.

THAT this Resolution shall become effective upon adoption.

PASSED AND APPROVED by a majority vote of the City Commission on the 27th day of April, 2026.

Sam R. Fugate
Mayor

ATTEST:

Mary Valenzuela
City Secretary

APPROVED AS TO FORM:

Courtney Alvarez
City Attorney



MULTIPLE USE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as "State", party of the first part, and City of Kingsville, hereinafter called City, party of the second part, is to become effective when fully executed by both parties.

WITNESSETH

WHEREAS, on the _____ day of _____, 20 26, the governing body for the _____ City entered into Resolution/Ordinance No. Resolution #2026- hereinafter identified by reference, authorizing the _____ City's participation in this agreement with the State; and

WHEREAS, the _____ City has requested the State to permit the construction, maintenance and operation of a public Public work to be installed, pole mounted LPR's on the highway right of way, (ROADWAY Various CONTROL SECTION NO. VAR). (General description of area including either the control number or GPS coordinates.)

shown graphically by the preliminary conceptual site plan in Exhibit "A" and being more specifically described by metes and bounds of Exhibit "B", which are attached and made a part hereof; and

WHEREAS, the State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the _____ City will enter into agreements with the State for the purpose of determining the respective responsibilities of the _____ City and the State with reference thereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the State.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. DESIGN AND CONSTRUCTION

 City will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to State for review and approval and when approved shall be attached to the agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the State. Any future revisions or additions shall be made after prior written approval of the State. Any sidewalks, curb ramps and other pedestrian elements to be constructed, either on site or off site, by the

 City shall be in accordance with the requirements of Title II of the Americans With Disabilities Act (ADA) and with the Texas Accessibility Standards (TAS). Elements constructed by the City and found not to comply with ADA or TAS shall be corrected at the entire expense of the City

2. INSPECTION

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

3. PARKING REGULATIONS

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 1 1/2 ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces.

Parking shall be prohibited when a security threat, as determined by TxDOT, exists.

4. PROHIBITION/SIGNS

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

5. RESPONSIBILITIES

Timely maintenance, repair and operation of the facility shall be entirely the responsibility of the _____ City _____. Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. These responsibilities expressly include the timely maintenance and repair of any portion of the facility necessary to comply with the Americans with Disabilities Act. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.

If the State determines that _____ City _____ has failed to comply with these responsibilities, it will perform the necessary work and charge _____ City _____ the actual cost of the work.

6. FEES

Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operations thereof, and shall be subject to State approval.

A. Retention Period. The _____ City _____ shall maintain all books, documents, papers, accounting records and other evidence pertaining to fees collected and costs (hereinafter called the Records). The _____ City _____ shall make the records available during the term of the Agreement and for four years from the date the Agreement is terminated, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Audit Report. If fees are collected by the _____ City _____ for the use of the facility under this agreement, the _____ City _____ will provide the State an annual audit report detailing the fees collected for the use of the facility and the costs associated with constructing, maintaining, and operating the facility within the same period. If the report shows more fees collected than expenses for the construction, operation, or maintenance of the facility the _____ City _____ must provide a multiple year plan detailing how the additional revenue will be used for construction, operation, or maintenance of the facility.

C. Availability. The State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the _____ City 's records that are directly pertinent to this Agreement for the purpose of making audits and examinations.

7. TERMINATION UPON NOTICE

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate and

_____ City _____ shall be responsible for the facility's timely removal at no cost to the State. If the State determines that _____ City _____ has failed to timely remove the facility, it will perform the necessary work and charge _____ City _____ the actual cost of the work.

8. MODIFICATION/TERMINATION OF AGREEMENT

If in the sole judgment of the State it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the State's judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility; or (2) terminated and the use of the area as proposed herein discontinued.

9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the State.

10. RESTORATION OF AREA

The _____ City _____ shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The _____ City _____ shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the State.

11. PREVIOUS AGREEMENTS

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.

12. INDEMNIFICATION

THE _____ City _____ WILL INDEMNIFY THE STATE AGAINST ANY AND ALL DAMAGES AND CLAIMS FOR DAMAGES, INCLUDING THOSE RESULTING FROM INJURY OR DEATH OF PERSONS OR FOR LOSS OF OR DAMAGE TO PROPERTY, ARISING OUT OF, INCIDENT TO OR IN ANY MANNER CONNECTED WITH THE CONSTRUCTION, OPERATION OR MAINTENANCE OF THE FACILITY, WHICH INDEMNIFICATION SHALL EXTEND TO AND INCLUDE ANY AND ALL COURT COSTS, ATTORNEY'S FEES AND EXPENSES RELATED TO OR CONNECTED WITH ANY CLAIMS OR SUITS FOR DAMAGES AND SHALL, IF REQUESTED IN WRITING BY THE STATE TO DO SO, ASSIST THE STATE OR RELIEVE THE STATE FROM DEFENDING ANY SUCH SUITS BROUGHT AGAINST IT. THE INDEMNIFICATION OF THE STATE SHALL EXTEND FOR A PERIOD OF TWO (2) YEARS BEYOND THE DATE OF TERMINATION OF THIS AGREEMENT.

DURING EACH YEAR WHILE THERE IS ANY LIABILITY BY REASON OF THE AGREEMENT CONTAINED IN THIS SUBSECTION OF THIS RESOLUTION, INCLUDING THE CALENDAR YEAR 2026, THE City of Kingsville (CITY) SHALL COMPUTE AND ASCERTAIN THE RATE AND AMOUNT OF AD VALOREM TAX, BASED ON THE LATEST APPROVED TAX ROLLS OF SAID ENTITY, WITH FULL ALLOWANCES BEING MADE FOR TAX DELINQUENCIES AND COSTS OF TAX COLLECTION, WHICH WILL BE SUFFICIENT TO RAISE AND PRODUCE THE MONEY REQUIRED TO PAY ANY SUMS WHICH MAY BE OR BECOME DUE DURING ANY SUCH YEAR, IN NO INSTANCE TO BE LESS THAN TWO (2%) PER CENT OF SUCH OBLIGATION, TOGETHER WITH INTEREST THEREON, BECAUSE OF THE OBLIGATION HEREIN ASSUMED.

SAID RATE AND AMOUNT OF AD VALOREM TAX IS HEREBY ORDERED TO BE LEVIED AND IS HEREBY LEVIED AGAINST ALL TAXABLE PROPERTY IN SAID ENTITY FOR EACH YEAR WHILE ANY LIABILITY EXISTS BY REASON OF THE OBLIGATION UNDERTAKEN BY THIS SUBSECTION OF THIS RESOLUTION, AND SAID AD VALOREM TAX SHALL BE ASSESSED AND COLLECTED EACH SUCH YEAR UNTIL ALL OF THE OBLIGATIONS HEREIN INCURRED SHALL HAVE BEEN DISCHARGED AND ALL LIABILITY HEREUNDER DISCHARGED.

No party to this agreement intends to waive, relinquish, limit or condition its general governmental immunity from liability in any way.

Each party agrees and acknowledges that it is not an agent, servant, or employee of the other party and that under this provision each party is responsible only for its own acts and for those of its agents, servants, independent contractors or employees. Such responsibility includes, but is not

limited to any claims or amounts arising or recovered under the "Workers Compensation Law," the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the _____ City _____. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State. Furthermore, the _____ City _____ shall become fully subrogated to the State's rights of recovery and shall be entitled to maintain any action over and against any third party who may be liable for damages. The State agrees to execute and deliver instruments and papers and to otherwise do that which is necessary to secure such rights.

13. INSURANCE

The _____ City _____, shall provide necessary safeguards to protect the public on State maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance, repair and operation of the facility. _____ City _____ shall include TxDOT as an additional insured by endorsement in _____ City _____'s commercial general liability insurance policy. Prior to beginning work on the State's right of way, the _____ City _____'s construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 1560) or appropriate certificate of self-insurance and shall maintain the required coverage during the construction of the facility.

14. USE OF RIGHT OF WAY

It is understood that the State by execution of this agreement does not impair or relinquish the State's right to use such land for highway purposes when it is required for the construction or re-construction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes, and the State does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.

15. ADDITIONAL CONSENT REQUIRED

The State asserts only that it has sufficient title for highway purposes. The _____ City _____ shall be responsible for obtaining such additional consent, permits or agreement as may be necessary due to this agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

16. FHWA ADDITIONAL REQUIREMENTS

If the Facility is located on the Federal-Aid Highway System, "ATTACHMENT A", which states additional requirements as set forth in the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710, shall be attached to and become a part of this agreement.

17. CIVIL RIGHTS ASSURANCES

The _____ City _____, for itself, its personal representatives, successors and interests and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the _____ City _____ shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

18. AMENDMENTS

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

19. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

20. AUDIT

The State may conduct an audit or investigation of any aspect of this agreement. The _____ City _____ must provide the State with access to any information the State considers relevant to the investigation or audit. The audit can include, but is not limited to, any contract for construction or maintenance of any facility or structure authorized by this agreement or any contract to provide a service to the _____ City _____ if that service is authorized by this agreement.

21. AUTHORITY OF STATE AUDITOR

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

22. NOTICES

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

STATE (Mailing Address)	(Name of other party) (Mailing Address)
Texas Department of Transportation	City of Kingsville
Maintenance Division	Kingsville Police Department
125 East 11th Street	1700 E. King Avenue
Austin, Texas 78701-2483	Kingsville, TX 78363

23. TIMELY PAYMENT

When required by any provision of this agreement requires a payment to be made to the State, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from the other party's construction, maintenance, repair or operation of the facility.

24. WARRANTS

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

List of Attached Exhibits:

- Exhibit A - General Layout
- Exhibit B - Metes and Bounds Description
- Exhibit C - Approved Construction Plans
- Exhibit D - Certificate of Insurance (TxDOT Form 1560)
- Exhibit E - Attachment A (FHWA Additional Requirements)

IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the _____ on the _____ day of _____, 20 26, and the State on the _____ day of _____, 20 26.

STATE OF TEXAS

City of Kingsville
(Name of other party)

By: _____
Signature

John Blair
Printed Name

Chief of Police
Title

Kingsville Police Department
Agency

361.592.4311
Contact Office and Telephone No.

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Director, Maintenance Division

Printed Name

Date

APPROVAL RECOMMENDED:

District Engineer

Printed Name

Date

ATTACHMENT A

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710.105.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
2. Any change in the authorized use of real property interest shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
3. Real property interest shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.
4. This agreement will be revocable in the event that the real property interest facility ceases to be used or is abandoned.

EXHIBIT E

**SUPPLEMENTAL AGREEMENT TO MULTIPLE USE AGREEMENT ALLOWING INSTALLATION OF LPR
CAMERAS WITHIN THE HIGHWAY RIGHT OF WAY**

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS SUPPLEMENTAL AGREEMENT to the Multiple Use Agreement "Agreement", dated (add date MUA was executed), allowing installation of LPR cameras within the highway right of way is entered by and through the **Texas Department of Transportation**, hereinafter referred to as "**TxDOT**", and the **City of Kingsville Police Department** hereinafter referred to as "**KPD**" and sets forth the additional terms and conditions for the installation and use of License Plate Reader cameras "LPR cameras" within the highway right of way.

 KPD agrees to the following supplemental terms and conditions:

A. VALIDATION OF LEGITIMATE LAW ENFORCEMENT PURPOSE

1. **KPD** certifies that it has completed TxDPS's verification process by providing all necessary information required for TxDPS to verify whether **KPD** has a legitimate law enforcement purpose for the use of LPR cameras within the highway right of way.
2. **KPD** further certifies that TxDPS has provided **KPD** with a validation letter verifying and approving the **KPD** 's use of LPR cameras within the highway right of way as for a legitimate law enforcement purpose. The **KPD** shall provide TxDOT a copy of the validation letter, which is to be attached to this Supplemental Agreement and further attached to the Agreement.

B. DATA USAGE, SHARING, AND STORAGE

1. "TxDPS LPR System" shall be defined as a system and/or network of LPR cameras installed on the highway right of way, consisting of data captured by TxDPS LPR cameras and data captured by any participating local, state, and federal agencies, if any, that is maintained, operated, and managed by TxDPS.
2. "LPR data" shall be defined as any and all information, including but not limited to, all images, locations, dates, and times, captured by LPR cameras operated, maintained, and installed within the highway right of way by **KPD** . In the event **KPD** 's LPR cameras are made part of TxDPS's LPR System "LPR data" shall also be defined to include all information, including but not limited to, all images, locations, dates, and times, captured by cameras installed, operated, and maintained by TxDPS, and/or other criminal justice or law enforcement agencies cooperating with the TxDPS LPR System.
3. All LPR data shall be owned, maintained, and stored by **KPD** , or if the LPR cameras are part of the TxDPS LPR System, by TxDPS or a criminal justice or law enforcement agency cooperating with the TxDPS LPR System.

4. LPR data shall only be accessed, used, published, exchanged, or otherwise transferred by and to law enforcement or criminal justice personnel and strictly for law enforcement purposes. LPR data shall not be accessed by, used, sold, published, exchanged, or otherwise transferred to any commercial or private entity or individual for any reason. If LPR data is currently, or later discovered to be, accessible by commercial or private entities or individuals, access to such entities or individuals shall be immediately terminated. If such accessibility is not immediately terminated TxDOT may, at its sole discretion, require the immediate removal of the LPR cameras from the highway right of way and terminate the Agreement.
5. The use, sharing, and storage of LPR data shall comply with all applicable local, state, and federal laws and regulations.

C. COMPLIANCE WITH SUPPLEMENTAL TERMS

1. KPD shall comply with the terms and conditions of this Supplemental Agreement.
2. KPD shall require any vendor it employs to assist in the operation and maintenance of its LPR cameras to comply with the terms and conditions of this Supplemental Agreement, as well as all local, state, and federal laws and regulations.
3. KPD shall, upon request, certify compliance with the terms and conditions of this Supplemental Agreement, and provide any and all information requested by TxDOT to ensure compliance with this Supplemental Agreement at no cost to TxDOT.
4. KPD acknowledges and agrees that any violation of the above terms and conditions may, at the sole discretion of TxDOT, result in the termination of the Agreement, and if terminated, the removal of all LPR cameras from within the highway right of way at the expense of KPD .

D. RESPONSIBILITY

1. KPD acknowledges that TxDOT does not have access to any LPR data. KPD acknowledges and agrees that KPD is individually responsible for obligations required under the Texas Public Records Act for requests made seeking LPR data.
2. KPD acknowledges that it has, and agrees to assume, full responsibility regarding the installation and use of its LPR cameras on the highway right of way, including, but not limited to, any and all responsibility pertaining to the use, storage, and release of LPR data collected by the LPR cameras and/or System authorized by this agreement.

Any person executing this Supplemental Agreement in a representative capacity hereby warrants that he/she is duly authorized to do so.

IN TESTIMONY WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed in duplicate. The Supplemental Agreement becomes effective when fully executed by both parties.

Texas Department of Transportation

By: _____

Title: Maintenance Division Director

Printed Name: _____

Date: _____

Kingsville Police Department

By: _____

Title: Chief of Police

Printed Name: John Blair

Date: _____

AGENDA ITEM #18



**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners
CC: Charlie Sosa, City Manager
FROM: Leticia Salinas, Interim Finance Director
DATE: April 14, 2026
SUBJECT: Authorization for Night Depository Access-Kleberg Bank Motor Bank

Summary:

This memo is to formally request approval of the Night Depository Agreement established with Kleberg Bank Motor bank. Under this agreement, authorization is granted for the following personnel to utilize the bank's night depository services for official deposits:

- Monka Donnell- Municipal Court Supervisor
- Erica Bruce- Customer Billing Specialist II
- Leticia Salinas- Accounting Manager

These individuals are designated to securely deposit funds into the Kleberg Bank Motor bank night drop in accordance with established financial handling procedures and internal controls. The purpose of this authorization is to ensure timely, secure, and efficient handling of deposits outside of regular banking hours, while maintaining accountability and compliance with organizational policies. All authorized personnel will follow proper cash handling protocols and documentation requirements to safeguard public funds.

Your review and approval of this authorization are respectfully requested. Should you have any questions or require additional information, please do not hesitate to contact me.

Recommendation:

The Finance Department recommends approval of the Night Depository Contract

RESOLUTION #2026-_____

A RESOLUTION AUTHORIZING CITY STAFF TO EXECUTE A BANK NIGHT DEPOSITORY AGREEMENT WITH KLEBERG BANK, N.A. ON BEHALF OF THE CITY OF KINGSVILLE AND DESIGNATING AUTHORIZED SIGNERS; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville has a Bank Depository Contract with Kleberg Bank, N.A., which was approved via Resolution #2022-39 at a meeting on July 11, 2022;

WHEREAS, the City has need for certain staff members to be able to make night deposits of city funds with the bank, and the bank requires a resolution and agreement for such a service;

WHEREAS, the Night Depository Agreement provides for up to three authorized signers to have access to and to surrender the bag or bags, to receive and receipt for any contents of the bag or bags, and to execute releases of liability with respect to any such transactions;

WHEREAS, it is recommended that the Municipal Court Clerk Supervisor, Monika Donnell; the Billing Specialist, Erica Bruce; and the Accounting Manager, Leticia Salinas be authorized signers for the Night Depository Agreement with Kleberg Bank, N.A. on behalf of the City of Kingsville;

WHEREAS, it is in the best interest of the City of Kingsville to enter into a Bank Night Depository Agreement with Kleberg Bank, N.A.;

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

I.

THAT the City Commission authorizes and directs, as an act of the City of Kingsville, Texas, the following City staff: Municipal Court Clerk Supervisor, Monika Donnell; the Billing Specialist, Erica Bruce; and, the Accounting Manager, Leticia Salinas as authorized signers for the Night Depository Agreement with Kleberg Bank, N.A. on behalf of the City of Kingsville, in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

PASSED AND APPROVED by a majority vote of the City Commission on the 27th day of April, 2026.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

NIGHT DEPOSITORY AGREEMENT

Account Holder: CITY OF KINGSVILLE
P O BOX 1458
KINGSVILLE, TX 78363-0000

Financial Institution: Kleberg Bank, N.A.
Kingsville Drive-In
P.O. Box 911
Kingsville, TX 78364

NIGHT DEPOSITORY AGREEMENT

CITY OF KINGSVILLE, hereinafter "we", "us", "our", or "Account Holder", applies to Kleberg Bank, N.A., hereinafter "you", "your", "Financial Institution", to rent the night depository bag(s) in accordance with the terms and conditions contained in this agreement and, in consideration of the rental and delivery of the bag(s) and keys to the bag(s), the receipt of which is acknowledged, agree to pay the rental fees and to comply in all respects with and be bound by all the terms, conditions, rules and regulations referred to or included in this Agreement.

CORPORATE / ASSOCIATION RESOLUTION

I hereby certify that I am the duly qualified Secretary of CITY OF KINGSVILLE; that at a meeting regularly convened pursuant to its Bylaws on April 9, 2026, or by special action without a meeting, its Board of Directors adopted a resolution which has not since been modified or revoked, of which the following is a true copy:

"Resolved that any one (1) of the Authorized Signers below be and they hereby are authorized to enter into such Night Depository Agreement with Kleberg Bank, N.A., as they shall deem proper, to have access to and to surrender the bag or bags, to receive and receipt for any contents of the bag or bags and to execute releases of liability with respect to any such transactions, until you receive at the location at which the night depository is located a certified copy of a resolution revoking or modifying this resolution."

I further certify that the signatures below are genuine signatures of the persons designated in the resolution.

CERTIFIED TO AND ATTESTED BY:

CORPORATE

SEAL

X _____
*Secretary or Assistant Secretary

X _____

*NOTE: In the case the Secretary or other certifying officer is designated by the resolutions as one of the signing officers, this resolution must also be signed by a second Director of the Corporation.

Renter: CITY OF KINGSVILLE

Bag Number(s): DISPOSABLE TAMPER PROOF BAGS

Program Type: Institution Authorized to Open Bag

Number of Signers Required: Any one (1) of the Authorized Signer(s) shown below.

AUTHORIZED SIGNER(S) AND TITLE(S) IDENTIFICATION

By: _____	Date _____	Street: _____	Phone: (H):(361) _____	(W): _____
MONIKA DONNELL, MUNICIPAL COURT CLERK SUPERVISOR of CITY OF KINGSVILLE		_____, KINGSVILLE, TX 78363 Job: MUNICIPAL COURT CLERK SUPERVISOR, CITY OF KINGSVILLE ID: Drivers License		DOB: _____
By: _____	Date _____	Street: _____	Phone: (H):(361) _____	(W): _____
ERICA BRUCE, BILLING SPECIALIST of CITY OF KINGSVILLE		_____, KINGSVILLE, TX 78363 Job: BILLING SPECIALIST, CITY OF KINGSVILLE ID: Drivers License		DOB: _____
By: _____	Date _____	Street: _____	Phone: (H):(361) _____	(W):(361) _____
LETICIA SALINAS, ACCOUNTING MANAGER of CITY OF KINGSVILLE		_____, KINGSVILLE, TX 78363 Job: ACCOUNTING MANAGER, CITY OF KINGSVILLE ID: Drivers License		DOB: _____

RENTAL INFORMATION: Date Opened: 06-14-2016 Opened By: LSS
Annual Rent: Billing: beginning
Key Deposit: Bag Deposit: Other Fees:

**NIGHT DEPOSITORY AGREEMENT
(Continued)**

ADDITIONAL TERMS AND CONDITIONS

1. The night depository service is provided by you as a convenience to us. We agree that you shall not be required to carry insurance on the depository or the contents of any bag deposited therein, nor shall you be responsible for any loss of any bag or its contents or any part thereof except for such losses directly resulting from the gross negligence and/or willful misconduct of the Financial Institution, your officers or agents.
2. We acknowledge receipt of the bag number(s) listed herein, together with the lock(s) and keys, for use in connection therewith. We will not transfer to or permit the use of the keys by or for any one other than us or the other authorized individual(s) whose signature(s) appear in this agreement: that any bag deposited by us in the depository will be undamaged and securely locked; that the bag(s), lock(s) and keys are and shall remain your property and will be returned to you at any time upon request.
3. Any fee charged by you for the use of the depository is only for the purpose of reimbursing you for the expense of providing and maintaining the depository and rendering any related service.
4. We will place in each locked bag a deposit slip in duplicate, listing the contents of the bag in the same manner as though a deposit were being made; furthermore, we will not place any dangerous or flammable objects or materials in said bag(s).
5. We have elected that the bag shall be opened by you. We have this day, returned to you one key to each bag, retaining the other, and you are authorized to open said bag(s), remove the contents, and deposit the same to the credit of the account designated on the deposit slip. If the contents of the bag(s) do not conform, either in description or total, to the items listed on the deposit ticket, you are authorized to change the deposit ticket to conform to the contents, or complete a deposit correction notice (if applicable). We understand that you, or any of your officers or agents, shall be responsible for only such contents as may be found in the bag when opened. We agree that the deposit ticket or deposit correction notice (if applicable), shall be final and conclusive as to the contents of the bag when we deposited it in the night depository.
6. Each of the authorized agent(s) whose signature appears herein is authorized to deposit bags in the depository, to accept and receipt for the delivery thereof, to open the same and remove the contents thereof, to deposit all or any part of the contents for the credit of the account designated on the deposit slip, and to perform any other act with respect thereto as he or she may deem proper, and that such authority shall continue in effect until written notice of termination thereof shall have been delivered and received by you.
7. This Night Drop Depository Agreement is governed by and subject to all applicable laws of the State of Texas and all applicable federal laws.

AGENDA ITEM #19

**City of Kingsville
Human Resources Department**

TO: Mayor and City Commissioners
CC: Charles Sosa, City Manager
FROM: Diana Gonzales, HR Director
DATE: April 20, 2026
SUBJECT: Windstorm & Hail Insurance (Partial)

Summary:

This item authorizes the City of Kingsville (City) to enter into a renewal contract with Victor Insurance Managers LLC, 500 Dallas, Suite 1400, Houston, Texas 77002 for Windstorm & Hail Coverage, including named storms for May 1, 2026 - May 1, 2027.

Victor Insurance Managers LLC solicited market responses from carriers for windstorm renewal proposals on behalf of the City. Attached is a list of the companies. (Attachment 1)

The City currently has (6) six carriers providing windstorm coverage policies. One of the policies is with Texas Windstorm Insurance Association (TWIA) that insures \$4,214,000 of the City's buildings and/or structures for an annual premium of \$18,075 and was approved for continuation on 04/13/2026 by City Commission. This was only a portion of the City's buildings and/or structures.

Victor Insurance Managers provided four (4) different options for windstorm coverage and below is the recommended proposal for May 1, 2026 – May 1, 2027. Attached is the Schedule of Values (SOV) for Windstorm coverage under these policies. (Attachment 2)

Financial Impact:

<u>Carrier</u>	<u>May 1, 2025 -May 1, 2026, Premium</u>	<u>RENEWAL: May 1, 2026-May 1, 2027</u>
TWIA	\$ 18,075	\$ 18,075.00 No Increase (approved 04/13/26)
Lexington (LEAD)	\$ 95,188	Removed
Velocity	\$ 97,181	\$ 139,136.59
Markel	\$ 30,243	Removed
RSUI	\$ 59,962	Removed
Insurisk		\$ 139,241.48 New
Lloyds	\$ 55,600 (deductible buyback 3% to 2%)	\$ 60,311.75 (deductible buyback 2% to 1%)
Total	\$ 356,249	\$356,764.82

Windstorm insurance premiums are budgeted in the Pre-paid Liability account and subsequently charged to specific line items in the different funds.

Recommendation: Continue windstorm coverage for May 1, 2026 - May 1, 2027.

Market Responses from Carriers

AmRisc: Pending Feedback; have multiple follow ups in
Arrowhead: Declined due to the location & concentration of ordinary construction
Aspen: Unable to compete; would need over \$300K to consider primary \$25M
AXA XL: Unable to compete; would need over \$350K to consider primary \$25M
Axis: cannot better renewal terms
Beazley: Cannot compete due to restrictions and Minimum Premium
Catalytic: declined due to heavy outdoor ancillary items
CoAction: decline as few of the items and construction types are not in appetite for South TX
Core Specialty: Indicated; \$250K Layer Premium for \$5M p/o \$25M and 3% WH
Dellwood: Limited to \$2.5M Capacity due to location and would need a higher rate
Helix: Excess Only
Ironshore: Excess Only
James River: Excess Only
Kinsale: Excess Only
Lloyds: would need over \$350K layer premium to consider terms
Markel: QUOTED
Munich Re: Excess Only
Navigators: Indicated Primary \$25M starting at \$300K with limited capacity
Palomar: Declined due to Wind Only Coverage in Tier II TX County
Paragon: Excess Only
Risk Smith: Excess Only
Rivington: Unable to compete; would need over \$50K to consider excess
RLI: Excess Only
RSUI: Excess Only; unable to compete with Markel's pricing
Sompo: Indicated \$250K Layer Premium with 3% WH and \$275K Layer Premium and 2% WH – 20% capacity
/ Spectrum: QUOTED
TRIUM: Indicated \$395K Premium with 3% NS deductible – 60% capacity
Ventus: Declined; Ancillary Heavy
Westchester/Chubb: Unable to compete
Westfield: would need \$500K LP to consider primary terms

City of Kingsville
 Proposal Summary
 05/01/2026-05/01/2027

Based on TIV: \$62,559,150 Per Schedule

Option 1 - \$30M Open Market Limits & 1% Deductible Open Market; 1% Deductible TWIA					
Carrier	Layer	Participation	Limits	Deductible	Total Premium
TWIA	-	-	\$4,214,000	1% Per Item / Minimum \$1,000 Per Item	\$18,075.00
Velocity [LEAD]	\$25,000,000 - Primary / \$1M Wind Driven Rain Sublimit Included	50.00%	\$12,500,000	2% Per Location, \$50K Min.	\$139,136.59
Insurisk	\$25,000,000 - Primary	50.00%	\$12,500,000	2% Per Location, \$50K Min.	\$139,241.48
Markel	\$5,000,000 - Excess of \$25,000,000	100.00%	\$5,000,000	2% Per Location, \$50K Min.	\$21,502.45
Lloyd's	Wind Deductible Buy Back	100.00%	\$625,592	Lowers Deductible from 2% Per Location to 1% Per Location, \$25K min.	\$60,311.75
\$34,839,592.00					\$378,267.27

Option 2 - Expiring \$25M Open Market Limits & 1% Deductible Open Market; 1% Deductible TWIA					
Carrier	Layer	Participation	Limits	Deductible	Total Cost
TWIA	-	-	\$4,214,000	1% Per Item / Minimum \$1,000 Per Item	\$18,075.00
Velocity [LEAD]	\$25,000,000 - Primary / \$1M Wind Driven Rain Sublimit Included	50.00%	\$12,500,000	2% Per Location, \$50K Min.	\$139,136.59
Insurisk	\$25,000,000 - Primary	50.00%	\$12,500,000	2% Per Location, \$50K Min.	\$139,241.48
Lloyd's	Wind Deductible Buy Back	100.00%	\$625,592	Lowers Deductible from 2% Per Location to 1% Per Location, \$25K min.	\$60,311.75
\$29,839,592.00					\$356,764.82

Option 3 - \$30M Open Market Limits & 2% Deductible Open Market; 1% Deductible TWIA					
Carrier	Layer	Participation	Limits	Deductible	Total Cost
TWIA	-	-	\$4,214,000	1% Per Item / Minimum \$1,000 Per Item	\$18,075.00
Velocity [LEAD]	\$25,000,000 - Primary / \$1M Wind Driven Rain Sublimit Included	50.00%	\$12,500,000	2% Per Location, \$50K Min.	\$139,136.59
Insurisk	\$25,000,000 - Primary	50.00%	\$12,500,000	2% Per Location, \$50K Min.	\$139,241.48
Markel	\$5,000,000 - Excess of \$25,000,000	100.00%	\$5,000,000	2% Per Location, \$50K Min.	\$21,502.45
\$34,214,000.00					\$317,955.52

Option 4 - Expiring \$25M Open Market Limits & 2% Deductible Open Market; 1% Deductible TWIA					
Carrier	Layer	Participation	Limits	Deductible	Total Cost
TWIA	-	-	\$4,214,000	1% Per Item / Minimum \$1,000 Per Item	\$18,075.00
Velocity [LEAD]	\$25,000,000 - Primary / \$1M Wind Driven Rain Sublimit Included	50.00%	\$12,500,000	2% Per Location, \$50K Min.	\$139,136.59
Insurisk	\$25,000,000 - Primary	50.00%	\$12,500,000	2% Per Location, \$50K Min.	\$139,241.48
\$29,214,000.00					\$296,453.07

Based on TIV: \$53,883,906 Per Schedule

2025-2026 Expiring Terms					
Carrier	Layer	Participation	Limits	Deductible	Total Cost
TWIA	-	-	\$4,214,000	1% Per Item / Minimum \$1,000 Per Item	\$18,075.00
Lexington [LEAD]	\$10,000,000 - Primary / \$1M Wind Driven Rain Sublimit Included	50.00%	\$5,000,000	Named Storm: 3% Per Location, \$100K Min. / All Other Wind/Hail: 1% Per Location, \$100K Min.	\$95,168.00
Velocity	\$10,000,000 - Primary	50.00%	\$5,000,000	Named Storm: 3% Per Location, \$100K Min. / All Other Wind/Hail: 1% Per Location, \$100K Min.	\$97,181.00
Markel	\$15,000,000 - Excess of \$10,000,000	33.33%	\$5,000,000	Named Storm: 3% Per Location, \$100K Min. / All Other Wind/Hail: 1% Per Location, \$100K Min.	\$30,243.00
RSUI	\$15,000,000 - Excess of \$10,000,000	66.67%	\$10,000,000	Named Storm: 3% Per Location, \$100K Min. / All Other Wind/Hail: 1% Per Location, \$100K Min.	\$59,962.00
Lloyd's	Wind Deductible Buy Back			Lowers NS Deductible from 3% Per Location to 2% Per Location	\$55,600.00
\$29,214,000.00					\$356,249.00

Additional Wind Deductible Buy Back Option: \$250,000 per Occurrence
 Maximum Amount Payable: \$1,001,183
 Total Premium + Taxes and Fees: \$103,841.10

Option Selected
 Indicate Option 1, 2, 3, or 4: _____

By accepting this proposal, you acknowledge and understand that (1) a minimum policy premium may apply, (2) you have met all eligibility requirements regarding flood coverage at certain locations and (3) you have, the undersigned, as an authorized representative of:

City of Kingsville

do hereby accept on behalf of the above-named political subdivision the portions of the proposal as indicated above.

Signature of Authorized Official: _____

Title: _____ Date: _____

Item No.	Location	Structure	Area	Year	Material	Notes	Estimate	Actual	Balance
113	501 E Escamido Rd	Kingsville Restroom	500	2000	Frame		\$32,410	\$52,410	\$618
114	501 E Escamido Rd	Kingsville Pier	100	2004	Frame		\$55,650	\$55,650	\$557
115	501 E Escamido Rd	Kingsville Restroom	600	2000	Frame		\$11,113	\$11,113	\$1,113
116	501 E Escamido Rd	Kingsville Restroom	600	2000	Frame		\$11,158	\$11,158	\$1,158
117	501 E Escamido Rd	Kingsville Restroom	2500	1970	Frame		\$13,850	\$13,850	\$1,239
118	501 E Escamido Rd	Kingsville Shop	600	1980	Frame		\$85,341	\$85,341	\$853
119	501 E Escamido Rd	Kingsville Radio Tower Structure #1	2500	1970	Frame		\$1,707	\$1,707	\$1,707
120	501 E Escamido Rd	Kingsville Radio Tower Structure #2	100	1970	Frame		\$92,748	\$92,748	\$924
121	501 E Escamido Rd	Kingsville Radio Tower Structure #3	100	1970	Frame		\$2,822	\$2,822	\$278
122	501 E Escamido Rd	Kingsville Concession/Restroom	50	1970	Frame		\$43,671	\$43,671	\$436
123	501 E Escamido Rd	Kingsville Ballfield Fence/Lights/Score Board	600	1970	Frame		\$3,728	\$3,728	\$372
124	501 E Escamido Rd	Kingsville Covered Sealing #1	200	1970	Frame		\$109,953	\$109,953	\$97
125	501 E Escamido Rd	Kingsville Covered Sealing #2	200	1970	Frame		\$110,194	\$110,194	\$1,102
126	501 E Escamido Rd	Kingsville 800Wx Equipment Building	392	2002	Masonry Non-Combustible		\$8,400	\$8,400	\$80
127	501 E Escamido Rd	Kingsville Restroom - Soccer Field	250	2010	Frame		\$38,485	\$38,485	\$385
128	501 E Escamido Rd	Kingsville Dugout #2	200	2010	Frame		\$5,704	\$5,704	\$57
129	501 E Escamido Rd	Kingsville Dugout #3	200	1970	Frame		\$1,581	\$1,581	\$15
130	501 E Escamido Rd	Kingsville Covered Sealing #2	3000	1970	Frame		\$7,227	\$7,227	\$72
131	501 E Escamido Rd	Kingsville Dugout #1	1000	1970	Frame		\$1,951	\$1,951	\$19
132	501 E Escamido Rd	Kingsville Covered Sealing #3	200	1970	Frame		\$7,227	\$7,227	\$72
133	501 E Escamido Rd	Kingsville Dugout #1	200	1970	Frame		\$1,581	\$1,581	\$15
134	501 E Escamido Rd	Kingsville Dugout #2	200	1970	Frame		\$7,227	\$7,227	\$72
135	501 E Escamido Rd	Kingsville Covered Sealing #1	200	1970	Frame		\$1,581	\$1,581	\$15
136	501 E Escamido Rd	Kingsville Dugout #1	200	1970	Frame		\$2,710	\$2,710	\$27
137	501 E Escamido Rd	Kingsville Dugout #2	200	1970	Frame		\$1,581	\$1,581	\$15
138	501 E Escamido Rd	Kingsville Covered Sealing #2	200	1970	Frame		\$1,695	\$1,695	\$16
139	501 E Escamido Rd	Kingsville Dugout #3	200	1970	Frame		\$2,093	\$2,093	\$20
140	501 E Escamido Rd	Kingsville Covered Sealing #3	200	1970	Frame		\$1,695	\$1,695	\$16
141	501 E Escamido Rd	Kingsville Dugout #1	200	1970	Frame		\$3,049	\$3,049	\$30
142	501 E Escamido Rd	Kingsville Dugout #2	200	1970	Frame		\$1,919	\$1,919	\$19
143	501 E Escamido Rd	Kingsville Dugout #3	200	1970	Frame		\$5,082	\$5,082	\$50
144	501 E Escamido Rd	Kingsville Covered Sealing #2	200	1970	Frame		\$1,581	\$1,581	\$15
145	501 E Escamido Rd	Kingsville Storage	200	1970	Frame		\$1,581	\$1,581	\$15
146	501 E Escamido Rd	Kingsville Dugout #3	200	1970	Frame		\$3,552	\$3,552	\$35
147	501 E Escamido Rd	Kingsville Dugout #1	200	1970	Frame		\$2,822	\$2,822	\$28
148	501 E Escamido Rd	Kingsville Dugout #2	200	1970	Frame		\$1,581	\$1,581	\$15
149	501 E Escamido Rd	Kingsville Covered Sealing #1	1000	1970	Frame		\$2,937	\$2,937	\$29
150	501 E Escamido Rd	Kingsville Dugout #1	200	1970	Frame		\$1,581	\$1,581	\$15
151	501 E Escamido Rd	Kingsville Dugout #2	200	1970	Frame		\$7,227	\$7,227	\$72
152	501 E Escamido Rd	Kingsville Dugout #3	200	1970	Frame		\$1,581	\$1,581	\$15
153	501 E Escamido Rd	Kingsville Dugout #1	200	1970	Frame		\$1,581	\$1,581	\$15
154	501 E Escamido Rd	Kingsville Dugout #2	200	1970	Frame		\$2,093	\$2,093	\$20
155	501 E Escamido Rd	Kingsville Dugout #3	200	1970	Frame		\$1,695	\$1,695	\$16
156	501 E Escamido Rd	Kingsville Dugout #1	2500	1970	Frame		\$1,695	\$1,695	\$16
157	501 E Escamido Rd	Kingsville Dugout #2	200	1970	Frame		\$148,125	\$148,125	\$14
158	501 E Escamido Rd	Kingsville Pavilion #1	200	1970	Frame		\$5,082	\$5,082	\$50
159	501 E Escamido Rd	Kingsville Pavilion #2	250	2007	Frame		\$15,750	\$15,750	\$157
160	501 E Escamido Rd	Kingsville Pavilion #3	250	2007	Frame		\$15,750	\$15,750	\$157
161	501 E Escamido Rd	Kingsville Pavilion #4	500	2007	Frame		\$31,500	\$31,500	\$315
162	501 E Escamido Rd	Kingsville Pavilion #5	250	2007	Frame		\$15,750	\$15,750	\$157
163	501 E Escamido Rd	Kingsville Pits Station #2	250	2007	Frame		\$15,750	\$15,750	\$157
164	5th and Ave C	Kingsville Pump House/Water Well/Telemetry/Chlorinator	2092	1990	Frame		\$167,775	\$167,775	\$167
165	5th and Ave C	Kingsville BAK Gal Ground Storage Tank (Well #2)	324	1996	Non-Combustible		\$57,500	\$57,500	\$575
166	5th and Ave C	Kingsville Fence	1	1996	Non-Combustible		\$15,750	\$15,750	\$157
167	5th and Ave C	Kingsville Fence	1	1996	Non-Combustible		\$5,828	\$5,828	\$58
168	511 Santiago Park In	Kingsville Maintenance Bldg/Lit Station/Storage	1323	1986	Non-Combustible		\$11,550	\$11,550	\$115
169	6th and Hemlock	Kingsville Fence	1	1967	Non-Combustible		\$40,950	\$40,950	\$409
170	702 N 6th St	Kingsville Pump House/Water Well/Telemetry/Chlorinator	3350	1967	Masonry Non-Combustible		\$231,000	\$231,000	\$231
171	830 E Kennedy St	Kingsville Signal Lights and Control Box	2008	2008	Non-Combustible		\$53,369	\$53,369	\$533
172	Carlos Truon	Kingsville 230KW Generator W/ATS	2008	2008	Non-Combustible		\$53,369	\$53,369	\$533
173	Carlos Truon	Kingsville Lit Station	2000	2000	Non-Combustible		\$91,350	\$91,350	\$913
174	Form Rd 3320	Kingsville Stationery Siren	2000	2000	Non-Combustible		\$11,025	\$11,025	\$110
175	Form Rd 3320	Kingsville Lit Station	2000	2000	Non-Combustible		\$28,350	\$28,350	\$283
176	Form Rd 3320	Kingsville Lit Station	2000	2000	Non-Combustible		\$8,400	\$8,400	\$84

Signature: _____

Date: _____

City of Kingsville
Open Market Schedule
06/01/2026 - 06/01/2027

Building ID	Address	City	Building Description	Fire Code	Number of Stories	Area	Date of Construction	Roofing Updates	Other Updates	ISO Code	Building Value	Contents Value	Other	Total TIV	1% Deductible	2% Deductible
1	1004 S 4th Street	Kingsville	250KW Generator	Minimum							\$91,350	\$0	\$0	\$91,350	\$0	\$0
2	101 Sene Rd	Kingsville	Portable Enclosure/21 Ammonia Tanks	Non-Combustible			2001				\$2,764	\$120,657	\$0	\$123,421	\$12,342	\$24,684
3	103 E Ribick Ave	Kingsville	Signal Lights and Control Box	Non-Combustible			2008				\$53,369	\$0	\$0	\$53,369	\$5,337	\$10,674
4	104 E Ribick Ave	Kingsville	Train Light	Ironed Masonry	1	1768	2007				\$407,715	\$78,750	\$0	\$486,465	\$48,647	\$97,293
5	110 W Richard Ave	Kingsville	Boiler and Pexidion	Frame			2004				\$46,578	\$0	\$0	\$46,578	\$4,658	\$9,316
6	1100 E FM 1717	Kingsville	Boiler Replaces for (GPM) Sewer	Non-Combustible							\$5,988	\$0	\$0	\$5,988	\$599	\$1,197
7	1100 E FM 1717	Kingsville	Boiler Station	Non-Combustible			1979				\$90,458	\$21,000	\$0	\$111,458	\$11,146	\$22,291
8	1100 E General Cavazos	Kingsville	210K Water Well/Booster Pump/Totem	Non-Combustible	1	507	1977				\$60,958	\$176,400	\$0	\$117,358	\$11,736	\$23,472
9	1100 E General Cavazos	Kingsville	210K Gal Ground Water Tank	Non-Combustible			2012				\$60,958	\$176,400	\$0	\$117,358	\$11,736	\$23,472
10	1100 E General Cavazos	Kingsville	210K Gal Ground Water Tank	Non-Combustible			1984				\$171,801	\$0	\$0	\$171,801	\$17,180	\$34,360
11	1100 E General Cavazos	Kingsville	Office/Recreation Center	Ironed Masonry	1	5422	1984				\$2,705,424	\$47,633	\$0	\$2,753,057	\$275,306	\$550,612
12	1116 E General Cavazos	Kingsville	230KW Generator w/ATS	Minimum			1977				\$3,410	\$0	\$0	\$3,410	\$341	\$682
13	1131 W Kennedy	Kingsville	230KW Generator w/ATS	Minimum			1977				\$91,950	\$0	\$0	\$91,950	\$9,195	\$18,390
14	1131 W Kennedy	Kingsville	230KW Generator w/ATS	Non-Combustible			1977				\$57,500	\$0	\$0	\$57,500	\$5,750	\$11,500
15	1131 W Kennedy	Kingsville	Pump House Building	Frame			1962				\$1,404	\$0	\$0	\$1,404	\$140	\$281
16	1131 W Kennedy	Kingsville	Fence	Non-Combustible			1962				\$2,085	\$0	\$0	\$2,085	\$209	\$417
17	115 N 70th St	Kingsville	Central Fire Station	Ironed Masonry	1	13299	1955				\$3,428,090	\$416,325	\$0	\$3,844,415	\$384,442	\$768,884
18	12100 Escondido Rd	Kingsville	Radio Tower #2	Non-Combustible			1980				\$26,905	\$0	\$0	\$26,905	\$2,691	\$5,382
19	12th and Kennedy St	Kingsville	500K Gal Elevated Tank/Telecom	Non-Combustible			1960				\$39,385	\$0	\$0	\$39,385	\$3,938	\$7,877
20	12th and Kennedy St	Kingsville	Equipment Storage/North	Non-Combustible			1960				\$1,544,332	\$9,950	\$0	\$1,554,282	\$155,428	\$310,856
21	1300 E Central	Kingsville	Equipment Storage/South	Non-Combustible			2562				\$426,132	\$0	\$0	\$426,132	\$42,613	\$85,226
22	1300 E Central	Kingsville	Heavy Equipment Shed	Ironed Masonry	2000	7395	2000				\$1,059,135	\$0	\$0	\$1,059,135	\$105,914	\$211,828
23	1300 E Central	Kingsville	Storage Shed	Ironed Masonry	2005	20064	2005				\$44,100	\$0	\$0	\$44,100	\$4,410	\$8,820
24	1300 E Central	Kingsville	Public Works Department	Non-Combustible			1972				\$2,118,270	\$526,000	\$0	\$2,644,270	\$264,427	\$528,854
25	1300 E Central	Kingsville	Fuel Station w/Canopy	Non-Combustible	2	19500	1972				\$105,000	\$0	\$0	\$105,000	\$10,500	\$21,000
26	1300 E Central	Kingsville	Recycling Buildings	Non-Combustible			2008				\$13,500	\$0	\$0	\$13,500	\$1,350	\$2,700
27	1300 E Central	Kingsville	Recycling Buildings	Non-Combustible			2002				\$13,500	\$0	\$0	\$13,500	\$1,350	\$2,700
28	1316 S E Kennedy St	Kingsville	230KW w/ATS	Non-Combustible			2000				\$1,595	\$0	\$0	\$1,595	\$159	\$319
29	1316 S E Kennedy St	Kingsville	230KW w/ATS	Non-Combustible			2010				\$1,595	\$0	\$0	\$1,595	\$159	\$319
30	1316 S E Kennedy St	Kingsville	230KW w/ATS	Non-Combustible			2010				\$1,595	\$0	\$0	\$1,595	\$159	\$319
31	1316 S E Kennedy St	Kingsville	230KW w/ATS	Non-Combustible			2010				\$1,595	\$0	\$0	\$1,595	\$159	\$319
32	1316 S E Kennedy St	Kingsville	230KW w/ATS	Non-Combustible			2010				\$1,595	\$0	\$0	\$1,595	\$159	\$319
33	1316 S E Kennedy St	Kingsville	230KW w/ATS	Non-Combustible			2010				\$1,595	\$0	\$0	\$1,595	\$159	\$319
34	1501 N Hwy 77	Kingsville	Police Station	Frame	1	2143	2010				\$1,462,000	\$0	\$0	\$1,462,000	\$146,200	\$292,400
35	1519 E Kennedy	Kingsville	Polymer Building	Frame	1	3000	2010				\$7,462	\$0	\$0	\$7,462	\$746	\$1,492
36	1519 E Kennedy	Kingsville	Recycling Buildings	Frame	1	2143	1988				\$379,955	\$32,600	\$0	\$412,555	\$41,256	\$82,511
37	1519 E Kennedy	Kingsville	Recycling Buildings	Frame	1	3000	2017				\$40,950	\$0	\$0	\$40,950	\$4,095	\$8,190
38	1519 E Kennedy	Kingsville	Recycling Buildings	Frame	1	3000	2017				\$40,950	\$0	\$0	\$40,950	\$4,095	\$8,190
39	1519 E Kennedy	Kingsville	Recycling Buildings	Frame	1	3000	2017				\$40,950	\$0	\$0	\$40,950	\$4,095	\$8,190
40	1519 E Kennedy	Kingsville	Recycling Buildings	Frame	1	3000	2017				\$40,950	\$0	\$0	\$40,950	\$4,095	\$8,190
41	1717 and Lee	Kingsville	Storm Sewer	Non-Combustible			2010				\$6,438	\$0	\$0	\$6,438	\$644	\$1,287
42	1717 and Lee	Kingsville	Storm Sewer	Non-Combustible			2010				\$6,438	\$0	\$0	\$6,438	\$644	\$1,287
43	1717 and Lee	Kingsville	Storm Sewer	Non-Combustible			2010				\$6,438	\$0	\$0	\$6,438	\$644	\$1,287
44	1717 and Lee	Kingsville	Storm Sewer	Non-Combustible			2010				\$6,438	\$0	\$0	\$6,438	\$644	\$1,287
45	1950 N Armstrong	Kingsville	Storm Sewer	Non-Combustible			1998				\$19,136	\$3,460	\$0	\$22,596	\$2,260	\$4,520
46	20000 FM 1717	Kingsville	Storm Sewer	Non-Combustible			2008				\$9,600	\$0	\$0	\$9,600	\$960	\$1,920
47	20000 FM 1717	Kingsville	Storm Sewer	Non-Combustible			2010				\$17,045	\$0	\$0	\$17,045	\$1,705	\$3,410
48	20000 FM 1717	Kingsville	Storm Sewer	Non-Combustible			1988				\$60,958	\$0	\$0	\$60,958	\$6,096	\$12,192
49	20000 FM 1717	Kingsville	Storm Sewer	Non-Combustible			1977				\$5,250	\$0	\$0	\$5,250	\$525	\$1,050
50	20000 FM 1717	Kingsville	Storm Sewer	Non-Combustible			2018				\$17,707	\$402,500	\$0	\$420,207	\$42,021	\$84,042
51	20000 FM 1717	Kingsville	Storm Sewer	Non-Combustible			2018				\$59,940	\$157,500	\$0	\$217,440	\$21,744	\$43,488
52	20000 FM 1717	Kingsville	Storm Sewer	Non-Combustible			2018				\$14,150	\$357,500	\$0	\$371,650	\$37,165	\$74,330
53	20000 FM 1717	Kingsville	Storm Sewer	Non-Combustible			2018				\$156,458	\$577,500	\$0	\$733,958	\$73,396	\$146,792

50	2000 PM 1717	Kingsville	6 Plank Portables Office Bldg	Frame	260	1979	1	\$11,550	\$0	\$11,550	\$116	\$231
51	2000 PM 1717	Kingsville	Portable Office/Equip Bldg	Frame	250	1979	1	\$11,550	\$0	\$11,550	\$116	\$231
52	2001 PM 1717	Kingsville	Pavilion	Frame	250	2001	1	\$1,807	\$0	\$1,807	\$18	\$36
53	2021 M 18	Kingsville	Police Annex Building	Frame	263	1960	1	\$1,012,935	\$182,250	\$1,195,185	\$11,682	\$230
54	2021 M 18	Kingsville	Police Annex Storage Building	Frame	360	1960	1	\$24,650	\$30,244	\$54,894	\$554	\$1,067
55	2301 S 6th St	Kingsville	Signal Lights and Control Box	Non-Combustible	400	2008	3	\$53,369	\$0	\$53,369	\$534	\$1,067
56	2302 S 6th St	Kingsville	1M Ground Storage Tank	Non-Combustible	400	1995	3	\$1,885,685	\$0	\$1,885,685	\$18,857	\$37,714
57	2302 S 6th St	Kingsville	1500 Gal. Toner Pump w/Controls	Non-Combustible	400	1995	3	\$309,750	\$0	\$309,750	\$3,098	\$6,195
58	2302 S 6th St	Kingsville	250KW Generator w/ATS	Non-Combustible	400	1995	3	\$91,350	\$0	\$91,350	\$914	\$1,827
59	2302 S 6th St	Kingsville	Automated Washing System	Non-Combustible	400	1995	3	\$52,500	\$0	\$52,500	\$525	\$1,050
60	2302 S 6th St	Kingsville	Pump House	Frame	1456	1986	1	\$418,483	\$0	\$418,483	\$4,185	\$8,370
61	2311 N 6th St	Kingsville	Cell Payroll	Frame	2500	2012	1	\$69,788	\$0	\$69,788	\$698	\$1,396
62	2322 E Escandido	Kingsville	Cell Chubb	Frame	2500	2012	1	\$69,788	\$0	\$69,788	\$698	\$1,396
63	2322 E Escandido	Kingsville	Water Storage Building	Non-Combustible	2500	2014	1	\$1,885,685	\$78,250	\$1,963,935	\$19,639	\$39,278
64	2322 E Escandido	Kingsville	Water Storage Building	Non-Combustible	2500	2014	1	\$1,885,685	\$78,250	\$1,963,935	\$19,639	\$39,278
65	2602 S 6th St	Kingsville	Pump House (A1072) Polymer/Chlorinator	Non-Combustible	5500	2008	2	\$910,307	\$815,250	\$1,725,557	\$17,256	\$34,512
66	2602 S 6th St	Kingsville	88K Gal Ground Water Tank	Non-Combustible	324	2008	3	\$11,865	\$0	\$11,865	\$119	\$237
67	2602 S 6th St	Kingsville	Portable Polymer Building	Frame	36	2008	3	\$69,411	\$0	\$69,411	\$694	\$1,388
68	2602 S 6th St	Kingsville	Frame	Non-Combustible	36	2008	3	\$17,500	\$0	\$17,500	\$175	\$350
69	2602 S 6th St	Kingsville	250KW Generator	Non-Combustible	36	2008	3	\$1,807	\$0	\$1,807	\$18	\$36
70	2612 S Hwy 77	Kingsville	LIR Station	Non-Combustible	600	2008	3	\$7,442	\$0	\$7,442	\$74	\$148
71	2601 E Santa Gertrudis Dr.	Kingsville	Lamp Equipment Storage Shed	Frame	600	2005	3	\$91,350	\$0	\$91,350	\$914	\$1,827
72	2601 E Santa Gertrudis Dr.	Kingsville	Gen. Box for BCPM Sewer Plant	Non-Combustible	600	2015	3	\$13,250	\$31,500	\$44,750	\$448	\$896
73	2601 E Santa Gertrudis Dr.	Kingsville	N Plant UV Shed	Non-Combustible	1456	1990	4	\$13,714	\$78,250	\$91,964	\$919	\$1,838
74	2601 E Santa Gertrudis Dr.	Kingsville	N Plant Blower Building	Non-Combustible	1456	1990	4	\$89,100	\$735,000	\$824,100	\$8,241	\$16,482
75	2601 E Santa Gertrudis Dr.	Kingsville	Office/Break Room	Masonry Non-Combustible	1085	1965	1	\$187,100	\$1,755,000	\$1,942,100	\$19,421	\$38,842
76	2601 E Santa Gertrudis Dr.	Kingsville	N Plant Chemical Storage Bldg	Masonry Non-Combustible	216	1970	2	\$23,860	\$10,500	\$34,360	\$344	\$687
77	2601 E Santa Gertrudis Dr.	Kingsville	N Plant Employee Break Room	Masonry Non-Combustible	224	1965	2	\$23,860	\$10,500	\$34,360	\$344	\$687
78	2601 E Santa Gertrudis Dr.	Kingsville	Polymer Building	Frame	0	2008	1	\$84,410	\$0	\$84,410	\$844	\$1,688
79	2601 E Santa Gertrudis Dr.	Kingsville	Aluminum Lighting Poles	Non-Combustible	0	2008	1	\$1,025	\$0	\$1,025	\$10	\$20
80	2601 E Santa Gertrudis Dr.	Kingsville	Lab/Office	Masonry Non-Combustible	1	1980	4	\$1,025	\$0	\$1,025	\$10	\$20
81	2601 E Santa Gertrudis Dr.	Kingsville	N Plant	Non-Combustible	1	2008	4	\$69,788	\$0	\$69,788	\$698	\$1,396
82	302 N 6th St	Kingsville	Fire Dept Training Center	Frame	1350	1977	4	\$3,018,867	\$762,500	\$3,781,367	\$37,814	\$75,628
83	302 N 6th St	Kingsville	Storage Building #1	Frame	2160	1970	3	\$68,945	\$50	\$69,000	\$690	\$1,380
84	302 N 6th St	Kingsville	250KW Generator w/ATS	Non-Combustible	160	1985	2	\$2,020	\$0	\$2,020	\$20	\$40
85	302 N 6th St	Kingsville	Animal Shelter	Frame	3050	1970	3	\$81,350	\$0	\$81,350	\$814	\$1,627
86	302 N 6th St	Kingsville	Animal Shelter	Masonry Non-Combustible	3050	1980	4	\$24,150	\$0	\$24,150	\$242	\$483
87	302 N 6th St	Kingsville	Emergency Equipment Shed	Frame	320	1995	1	\$181,335	\$3,150	\$184,485	\$1,845	\$3,690
88	308 E CN 2130	Kingsville	Wrench Station Office	Frame	200	1992	1	\$508,096	\$31,500	\$539,596	\$5,396	\$10,792
89	308 E CN 2130	Kingsville	Stalls	Frame	9843	2005	3	\$567,405	\$0	\$567,405	\$5,674	\$11,348
90	308 E CN 2130	Kingsville	Heavy Equipment Shed/Storage	Frame	9843	2005	3	\$10,800	\$0	\$10,800	\$108	\$216
91	308 E CN 2130	Kingsville	Stalls	Non-Combustible	403	2005	3	\$159,069	\$0	\$159,069	\$1,591	\$3,182
92	308 E CN 2130	Kingsville	Canine Litter Aids	Masonry Non-Combustible	403	2005	3	\$267,313	\$318,836	\$586,149	\$5,861	\$11,722
93	3rd and Cesar	Kingsville	Pump House/Water Well/Chlorinator	Frame	392	1971	3	\$5,315	\$0	\$5,315	\$53	\$106
94	3rd and Cesar	Kingsville	Wrench Station	Frame	392	2001	3	\$33,479	\$0	\$33,479	\$335	\$670
95	3rd and Cesar	Kingsville	Wrench Station	Masonry Non-Combustible	392	2013	3	\$33,479	\$0	\$33,479	\$335	\$670
96	400 W Kipler Ave	Kingsville	Cellar building	Frame	2017	2017	4	\$5,233,216	\$2,091,400	\$7,324,616	\$73,246	\$146,492
97	400 W Kipler Ave	Kingsville	810 Building	Masonry Non-Combustible	1	2017	4	\$1,408,470	\$14,085	\$1,422,555	\$14,226	\$28,452
100	185 Sambilgo Park Ln	Kingsville	Restroom - Soccer Field	Frame	1000	1970	3	\$78,045	\$0	\$78,045	\$780	\$1,560
101	501 E Escandido Rd	Kingsville	Restroom - Soccer Field	Frame	600	2010	1	\$17,045	\$0	\$17,045	\$170	\$340
102	501 E Escandido Rd	Kingsville	Concession/Pressbox #1	Frame	1000	2010	1	\$78,250	\$0	\$78,250	\$783	\$1,566
103	501 E Escandido Rd	Kingsville	Restroom #1	Frame	1000	2010	1	\$56,250	\$0	\$56,250	\$563	\$1,126
104	501 E Escandido Rd	Kingsville	Concession/Pressbox #2	Frame	600	1989	2	\$78,250	\$0	\$78,250	\$783	\$1,566
105	501 E Escandido Rd	Kingsville	Restroom #2	Frame	600	1989	2	\$52,500	\$0	\$52,500	\$525	\$1,050
106	501 E Escandido Rd	Kingsville	Soccer Field Bleachers	Frame	400	1960	1	\$59,528	\$0	\$59,528	\$595	\$1,190
107	501 E Escandido Rd	Kingsville	Baseball Fences/Fence/Scoreboards	Frame	400	1960	1	\$51,461	\$0	\$51,461	\$515	\$1,030
108	501 E Escandido Rd	Kingsville	Concession/Pressbox #3	Frame	500	1966	1	\$159,200	\$0	\$159,200	\$1,592	\$3,184
109	501 E Escandido Rd	Kingsville	Concession/Pressbox #4	Frame	500	1966	1	\$52,500	\$0	\$52,500	\$525	\$1,050
110	501 E Escandido Rd	Kingsville	Drugout #8	Frame	200	1966	1	\$33,088	\$0	\$33,088	\$331	\$662
111	501 E Escandido Rd	Kingsville	Drugout #8	Frame	200	1970	1	\$2,710	\$0	\$2,710	\$27	\$54

AGENDA ITEM #20

City of Kingsville
Finance Department

TO: Mayor and City Commissioners
CC: Charlie Sosa, City Manager
FROM: Kyle Benson, Director of Information Technology
DATE: April 13, 2026
SUBJECT: City of Kingsville Fire Station #3 Technology Infrastructure

Summary:

This item authorizes approval of the purchase and installation of Network Cabling, Access Control Devices, Security Cameras, and Firefighter Alerting System from American Integrated Solutions of Corpus Christi, TX (Goodbuy Contract #25-26 7A000 Addendum 1 and Goodbuy Contract # 26 7N000) as part of the construction of Fire Station #3.

Background:

The City of Kingsville Fire Station #3 designs call for network infrastructure and peripheral devices to be installed to allow for controlled access, monitoring of exterior areas, and alerting of firefighters when calls are received from Dispatch. This item allows for the purchase and installation of compatible equipment from a single vendor to ensure ease of integration of Fire Station #3 into existing city systems.

Financial Impact:

One time costs for these items are as follows:

Firefighter Alerting System - \$106,505.87
Surveillance Camera System - \$27,511.97
Physical Access Control System - \$69,219.30
Data Plant Cabling - \$52,671.56

Total cost of these items is \$255,908.70. These goods and services are available through the Goodbuy Purchasing Cooperative. Funds for these projects are available in GL 153-5-2200-71300 Building.

Recommendation:

It is recommended the City Commission approve the purchase and installation of Network Cabling, Access Control Devices, Security Cameras, and Firefighter Alerting System from American Integrated Solutions of Corpus Christi, TX.



TERMS AND CONDITIONS

ENTIRE CONTRACT

The provisions herein contained constitute all the terms and conditions of this contract. No changes or additions hereto shall be binding upon Seller unless in writing and signed by an authorized representative of Seller. Any terms or conditions of Purchaser's order inconsistent herewith or in addition hereto shall be of no force and effect and are hereby expressly rejected and, Purchaser's order shall be governed by only the terms and conditions appearing, herein. A definite and seasonable expression of acceptance or a written confirmation which is sent to Seller within the time specified in the Purchaser's order operates as an acceptance of the terms specified herein.

PROPOSALS AND CONTRACT

Seller's proposal, when accepted, and any resulting contract, are not subject to cancellation, suspension or reduction in amount, except with Seller's written consent and upon terms which reimburse Seller for work performed, plus reasonable overhead and profit.

PRICES

In addition to the prices specified herein, Purchaser shall pay for all extra work requested by Purchaser or made necessary because of incompleteness of or inaccuracy in plans or other information submitted by Purchaser with respect to location, type or occupancy, or other details of work to be performed hereunder. If the work to be furnished hereunder constitutes an addition to Purchaser's existing facilities, prices and delivery and completion dates quoted herein are based on information, if any with respect to layout of such facilities now contained in Seller's engineering records. In the event the layout of Purchaser's facilities has been altered, or is altered by Purchaser prior to completion of this contract, Purchaser shall advise Seller of any such alterations, and prices and delivery and completion dates quoted herein shall be changed by Seller as may be required because of such alterations. Unless prices are stated by Seller in this or other documents forming a part of this contract, the prices applicable to the extra work performed shall be Seller's prices in effect at that time.

PAYMENT

Terms of payment have been set out in Paragraph A of the CONTRACT. Final payment shall be in all cases due and payable within thirty (30) days after final billing. A service charge will be charged and added to the prices on all payments past due and owed by the Purchaser under this contract, and at a rate of 12% per annum, or, if such rate is prohibited under applicable law, then at such lower rate as is the maximum rate permitted to be contracted for under such applicable law. Purchaser shall pay any reasonable attorneys fees incurred in the collection of past due accounts.

DELAYS

Seller shall not be liable for any damage or penalty for delays in work due to acts of God, acts or omissions of the Purchaser, acts of civil or military authorities, Government regulations or priorities, fires, floods, epidemics, quarantine restrictions, war, riots, strikes, differences with workmen, accidents to machinery, car shortages, inability to obtain necessary labor, materials or manufacturing facilities, delay in transportation, defaults of Seller's subcontractors failure of or delay in furnishing correct or complete information by Purchaser with respect to location or other details of work to be performed hereunder, impossibility or impracticability of performance or any other cause or causes beyond the control of Seller, whether or not similar to the foregoing in the event of any delay caused as aforesaid, the completion shall be extended for a period as a result of any such delay. In case work is temporarily discontinued by reason of any of the foregoing all unpaid installments of the contract price less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt of invoice.

SPECIAL CONDITIONS

In the event new equipment is carried into existing equipment, the seller will only test the new work involved any test required on the old work will be an extra to the contract price. The Purchaser assumes full responsibility for the condition of existing equipment.

In the event existing equipment is being repaired, the seller does not assume any responsibility for testing old and new equipment, and any testing will be an extra to the contract price, which will include costs of labor and materials required to make the system operate correctly. The Purchaser assumes full responsibility for the condition of existing equipment.

OSHA and ASBESTOS

Purchaser agrees to indemnify and hold harmless the Seller from and against any claims, demands or damages resulting from the enforcement of the Occupational Safety Health Act (Public Law 91-596), unless said claims, demands or damages are a direct result of causes within the exclusive control of Seller. In the event that the Seller's employees or others are or may be exposed to asbestos fibers during the performance of this contract, all additional costs necessary to protect such individuals, including but not limited to all costs for "Qualified Laboratory Sample Test" of any work area for asbestos exposure concentrations, shall be paid by Buyer and Buyer agrees to indemnify Seller against all claims, demands, injury or damages arising from such exposure.

SITE FACILITIES

Purchaser shall furnish all necessary facilities for performance of its work by Seller, adequate space for storage and handling of material, light, water, heat, local telephone, watchman and crane and elevator service, if available, and necessary permits.

STRUCTURE AND SITE CONDITIONS

While employees of Seller will exercise reasonable care in this respect, Seller shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls or other structures not erected by it or resulting from excavation in proximity thereto, nor for damage resulting from concealed, wiring, fixtures or other equipment. All shoring or protection of foundations, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of the Purchaser unless otherwise specified. Purchaser warrants the sufficiency of the structure to support all related equipment. The Purchaser shall have all things in readiness for installation, including, but not limited to, other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event the Purchaser shall fail to have all things in readiness for erection at the time of receipt of the materials at the pace of erection the Purchaser shall reimburse Seller for any and all expenses caused by such failure to have such things in readiness. Failure to make areas available to Seller during performance in accord with schedules which are the basis of Seller's proposal shall be considered a failure to have all things in readiness for erection in accord with the terms of this contract.

LIMITATIONS OF LIABILITY

In no event shall Seller be liable for special or consequential damages. Seller's liability on any claim for loss or liability arising out of or connected with this contract, or any obligation resulting therefrom or from the manufacture, fabrication, sale, delivery, installation, or use of any materials covered by this contract, shall be limited to that set forth in the paragraph entitled "Warranty".

WARRANTY

Seller agrees that for a period of ninety (90) days after completion of said work, it will, at its expense repair or replace any defective materials or workmanship supplied or performed by the Seller. It is understood that the Seller does not guarantee the operation of the system. Seller further warrants the products of other manufacturers supplied hereunder, to the extent of the warranty of the respective manufacturer.

ALL OTHER EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OR OTHERWISE ARE HEREBY EXCLUDED.

MODIFICATIONS AND SUBSTITUTIONS

Seller reserves the right to modify material of Seller's design sold hereunder and/or the drawings and specifications relating thereto, or to substitute material of later design to fulfill this contract providing that the modifications or substitutions will not materially affect the performance of the material, or lessen in any way the utility of the material to the Purchaser.

SEVERABILITY

If any provisions of the entire contract shall be invalid or unenforceable under the laws of the jurisdiction applicable to the entire contract, such invalidity or unenforceability shall not invalidate or render unenforceable the entire contract, but the entire contract shall be construed as if not containing the particular invalid or

unenforceable provision or provisions, and the rights and obligations of Seller and the Purchaser shall be construed and enforced accordingly.

ASSIGNMENT

Any assignment of this contract by Purchaser without the written consent of Seller shall be void. Seller may assign to its subsidiaries and affiliates.

CHANGES, ALTERATIONS, ADDITIONS

Changes, alterations, and additions to the plans, specifications, or construction schedule for this contract shall be invalid unless approved in writing by Seller. For any such changes approved by Seller in this manner, which will increase or decrease the cost and expense of work to Seller, there shall be a corresponding increase or decrease in the contract price herein provided. The value of additional work shall be agreed upon prior to the performance of said work. However, if no agreement is reached prior to the performance of additional work approved in the manner herein described, and Seller elects to continue performance so as to avoid delays, then the estimate of Seller's Estimating Department as to the value of the work shall be deemed accepted by the Purchaser.

LEGAL NOTICE

For the purpose of any notice permitted or required to be given hereunder, such notice or notices shall be deemed given when received.

CLAIMS

Any claims against Seller arising hereunder must be presented in writing, with particulars, within ten (10) days after they arise.

TERMS AND CONDITIONS/TECHNICAL SPECIFICATIONS

The terms and conditions specified herein shall be in addition to those set out in Seller's technical specifications and any inconsistencies shall be resolved by Seller's authorized representative.

ARBITRATION

At the option of Seller, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

OVERTIME

Unless otherwise specified by Purchaser, all installation work will be performed during regular working hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse Seller for the overtime premium on the same. If overtime labor is required on an emergency basis, Purchaser agrees to reimburse Seller for same.

INCIDENTAL LOSSES

All loss or damage from any cause (not the fault of the Seller) to the materials, tools, equipment, work or workmen of the Seller or its agents or subcontractors while in or about the premises of the Purchaser shall be borne and paid for by the Purchaser.

DEFAULT

In case of any default by Purchaser, Seller may declare the contract price or all unpaid installments thereof to be immediately due and payable (whether or not said work shall have been completed) or may enter said premises and remove all or any portion of the same. All such remedies of Seller are cumulative and not exclusive.

Default by Purchaser shall consist of Failure to pay any installment of price when due, no demand being necessary, or any act or omission on the part of Purchaser whereby Seller is prevented from completing said installation, or receivership, bankruptcy, assignment for the benefit of creditors or any other form of insolvency proceedings by or against Purchaser or in case said premises or said system shall be attached, lien or seized by process of law and such attachment or lien shall not be vacated or seizure terminated within ten (10) days after its occurrence.

I HAVE REVIEWED ALL TERMS AND CONDITIONS.

SIGNATURE OF AUTHORIZED CUSTOMER

DATE:



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

**PROPOSAL AND
 SALES CONTRACT**

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

<u>CUST.PO NO.</u>	<u>SALESMAN</u> Estimating Dept	<u>TERMS</u> NET 30 DAYS	<u>DATE</u> 03/25/2026	<u>JOB NUMBER</u>	<u>TYPE</u> Data
<u>Invoice To</u> City of Kingsville			<u>Job Location</u> Fire Station #3		
P O Box 1458					
Kingsville, TX 78363					

Attn: Kyle Benson Ph.# Fax. # Job Name: Data Plant Cabling

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

Scope of Work:

According to plans and specifications, AIS will provide and install the following DATA Plant Cabling at The City of Kingsville Fire Station #3.

The DATA Plant will include the following.

- **One Great Lakes 45U two-post equipment rack with Wire Management in the MDF**
- **Installation of new SIGMA Cat6 Patch Panels in new equipment rack**
- **Installation of new 7' miniature Cat6 Patch Cables in equipment rack**
- **Installation of new, plenum-rated Cat6 (blue) cabling**
- **Installation of 2-port data drops with SIGMA Cat6 Keystone Jacks and wall plates (with labeling), to City of Kingsville standards (blue jacks, white wall plates)**

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

TIME AND MATERIAL PRICE NOT TO EXCEED \$ _____ FIXED PRICE OF \$ **52,671.56**

IMPORTANT NOTICE TO CUSTOMER

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

ACCEPTED BY:

 SIGNATURE OF AUTHORIZED CUSTOMER DATE

 TITLE OF PERSON SIGNING INITIALS OF AUTHORIZED CUSTOMER

I HAVE RECEIVED A COPY OF THE TERMS AND CONDITIONS.

TERMS AND CONDITIONS

ENTIRE CONTRACT

The provisions herein contained constitute all the terms and conditions of this contract. No changes or additions hereto shall be binding upon Seller unless in writing and signed by an authorized representative of Seller. Any terms or conditions of Purchaser's order inconsistent herewith or in addition hereto shall be of no force and effect and are hereby expressly rejected and, Purchaser's order shall be governed by only the terms and conditions appearing herein. A definite and seasonable expression of acceptance or a written confirmation which is sent to Seller within the time specified in the Purchaser's order operates as an acceptance of the terms specified herein.

PROPOSALS AND CONTRACT

Seller's proposal, when accepted, and any resulting contract, are not subject to cancellation, suspension or reduction in amount, except with Seller's written consent and upon terms which reimburse Seller or work performed, plus reasonable overhead and profit.

PRICES

In addition to the prices specified herein, Purchaser shall pay for all extra work requested by Purchaser or made necessary because of incompleteness or of inaccuracy in plans or other information submitted by Purchaser with respect to location, type or occupancy, or other details of work to be performed hereunder. If the work to be furnished hereunder constitutes an addition to Purchaser's existing facilities, prices and delivery and completion dates quoted herein are based on information, if any with respect to layout of such facilities now contained in Seller's engineering records. In the event the layout of Purchaser's facilities has been altered, or is altered by Purchaser prior to completion of this contract, Purchaser shall advise Seller of any such alterations, and prices and delivery and completion dates quoted herein shall be changed by Seller as may be required because of such alterations. Unless prices are stated by Seller in this or other documents forming a part of this contract, the prices applicable to the extra work performed shall be Seller's prices in effect at that time.

PAYMENT

Terms of payment have been set out in Paragraph A of the CONTRACT. Final payment shall be in all cases due and payable within thirty (30) days after final billing. A service charge will be charged and added to the prices on all payments past due and owed by the Purchaser under this contract, and at a rate of 12% per annum, or, if such rate is prohibited under applicable law, then at such lower rate as is the maximum rate permitted to be contracted for under such applicable law. Purchaser shall pay any reasonable attorneys fees incurred in the collection of past due accounts.

DELAYS

Seller shall not be liable for any damage or penalty for delays in work due to acts of God, acts or omissions of the Purchaser, acts of civil or military authorities, Government regulations or priorities, fires, floods, epidemics, quarantine restrictions, war, riots, strikes, differences with workmen, accidents to machinery, car shortages, inability to obtain necessary labor, materials or manufacturing facilities, delay in transportation, defaults of Seller's subcontractors failure of or delay in furnishing correct or complete information by Purchaser with respect to location or other details of work to be performed hereunder, impossibility or impracticability of performance or any other cause or causes beyond the control of Seller, whether or not similar to the foregoing in the event of any delay caused as aforesaid, the completion shall be extended for a period as a result of any such delay. In case work is temporarily discontinued by reason of any of the foregoing all unpaid installments of the contract price less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt of invoice.

SPECIAL CONDITIONS

In the event new equipment is carried into existing equipment, the seller will only test the new work involved any test required on the old work will be an extra to the contract price. The Purchaser assumes full responsibility for the condition of existing equipment.

In the event existing equipment is being repaired, the seller does not assume any responsibility for testing old and new equipment, and any testing will be an extra to the contract price, which will include costs of labor and materials required to make the system operate correctly. The Purchaser assumes full responsibility for the condition of existing equipment.

OSHA and ASBESTOS

Purchaser agrees to indemnify and hold harmless the Seller from and against any claims, demands or damages resulting from the enforcement of the Occupational Safety Health Act (Public Law 91-596), unless said claims, demands or damages are a direct result of causes within the exclusive control of Seller. In the event that the Seller's employees or others are or may be exposed to asbestos fibers during the performance of this contract, all additional costs necessary to protect such individuals, including but not limited to all costs for "Qualified Laboratory Sample Test" of any work area for asbestos exposure concentrations, shall be paid by Buyer and Buyer agrees to indemnify Seller against all claims, demands, injury or damages arising from such exposure.

SITE FACILITIES

Purchaser shall furnish all necessary facilities for performance of its work by Seller, adequate space for storage and handling of material, light, water, heat, local telephone, watchman and crane and elevator service, if available, and necessary permits.

STRUCTURE AND SITE CONDITIONS

While employees of Seller will exercise reasonable care in this respect, Seller shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls or other structures not erected by it or resulting from excavation in proximity thereto, nor for damage resulting from concealed, wiring, fixtures or other equipment. All shoring or protection of foundations, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of the Purchaser unless otherwise specified. Purchaser warrants the sufficiency of the structure to support all related equipment. The Purchaser shall have all things in readiness for installation, including, but not limited to, other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event the Purchaser shall fail to have all things in readiness for erection at the time of receipt of the materials at the pace of erection the Purchaser shall reimburse Seller for any and all expenses caused by such failure to have such things in readiness. Failure to make areas available to Seller during performance in accord with schedules which are the basis of Seller's proposal shall be considered a failure to have all things in readiness for erection in accord with the terms of this contract.

LIMITATIONS OF LIABILITY

In no event shall Seller be liable for special or consequential damages. Seller's liability on any claim for loss or liability arising out of or connected with this contract, or any obligation resulting therefrom or from the manufacture, fabrication, sale, delivery, installation, or use of any materials covered by this contract, shall be limited to that set forth in the paragraph entitled "Warranty".

WARRANTY

Seller agrees that for a period of ninety (90) days after completion of said work, it will, at its expense repair or replace any defective materials or workmanship supplied or performed by the Seller. It is understood that the Seller does not guarantee the operation of the system. Seller further warrants the products of other manufacturers supplied hereunder, to the extent of the warranty of the respective manufacturer.

ALL OTHER EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OR OTHERWISE ARE HEREBY EXCLUDED.

MODIFICATIONS AND SUBSTITUTIONS

Seller reserves the right to modify material of Seller's design sold hereunder and/or the drawings and specifications relating thereto, or to substitute material of later design to fulfill this contract providing that the modifications or substitutions will not materially affect the performance of the material, or lessen in any way the utility of the material to the Purchaser.

SEVERABILITY

If any provisions of the entire contract shall be invalid or unenforceable under the laws of the jurisdiction applicable to the entire contract, such invalidity or unenforceability shall not invalidate or render unenforceable the entire contract, but the entire contract shall be construed as if not containing the particular invalid or

unenforceable provision or provisions, and the rights and obligations of Seller and the Purchaser shall be construed and enforced accordingly.

ASSIGNMENT

Any assignment of this contract by Purchaser without the written consent of Seller shall be void. Seller may assign to its subsidiaries and affiliates.

CHANGES, ALTERATIONS, ADDITIONS

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LEGAL NOTICE

For the purpose of any notice permitted or required to be given hereunder, such notice or notices shall be deemed given when received.

CLAIMS

Any claims against Seller arising hereunder must be presented in writing, with particulars, within ten (10) days after they arise.

TERMS AND CONDITIONS/TECHNICAL SPECIFICATIONS

The terms and conditions specified herein shall be in addition to those set out in Seller's technical specifications and any inconsistencies shall be resolved by Seller's authorized representative.

ARBITRATION

At the option of Seller, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

OVERTIME

Unless otherwise specified by Purchaser, all installation work will be performed during regular working hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse Seller for the overtime premium on the same. If overtime labor is required on an emergency basis, Purchaser agrees to reimburse Seller for same.

INCIDENTAL LOSSES

All loss or damage from any cause (not the fault of the Seller) to the materials, tools, equipment, work or workmen of the Seller or its agents or subcontractors while in or about the premises of the Purchaser shall be borne and paid for by the Purchaser.

DEFAULT

In case of any default by Purchaser, Seller may declare the contract price or all unpaid installments thereof to be immediately due and payable (whether or not said work shall have been completed) or may enter said premises and or remove all or any portion of the same. All such remedies of Seller are cumulative and not exclusive.

Default by Purchaser shall consist of Failure to pay any installment of price when due, no demand being necessary, or any act or omission on the part of Purchaser whereby Seller is prevented from completing said installation, or receivership, bankruptcy, assignment for the benefit of creditors or any other form of insolvency proceedings by or against Purchaser or in case said premises or said system shall be attached, liened or seized by process of law and such attachment or lien shall not be vacated or seizure terminated within ten (10) days after its occurrence.

I HAVE REVIEWED ALL TERMS AND CONDITIONS.

SIGNATURE OF AUTHORIZED CUSTOMER

DATE: _____

TERMS AND CONDITIONS

ENTIRE CONTRACT

The provisions herein contained constitute all the terms and conditions of this contract. No changes or additions hereto shall be binding upon Seller unless in writing and signed by an authorized representative of Seller. Any terms or conditions of Purchaser's order inconsistent herewith or in addition hereto shall be of no force and effect and are hereby expressly rejected and, Purchaser's order shall be governed by only the terms and conditions appearing, herein. A definite and seasonable expression of acceptance or a written confirmation which is sent to Seller within the time specified in the Purchaser's order operates as an acceptance of the terms specified herein.

PROPOSALS AND CONTRACT

Seller's proposal, when accepted, and any resulting contract, are not subject to cancellation, suspension or reduction in amount, except with Seller's written consent and upon terms which reimburse Seller for work performed, plus reasonable overhead and profit.

PRICES

In addition to the prices specified herein, Purchaser shall pay for all extra work requested by Purchaser or made necessary because of incompleteness of or inaccuracy in plans or other information submitted by Purchaser with respect to location, type or occupancy, or other details of work to be performed hereunder. If the work to be furnished hereunder constitutes an addition to Purchaser's existing facilities, prices and delivery and completion dates quoted herein are based on information, if any with respect to layout of such facilities now contained in Seller's engineering records. In the event the layout of Purchaser's facilities has been altered, or is altered by Purchaser prior to completion of this contract, Purchaser shall advise Seller of any such alterations, and prices and delivery and completion dates quoted herein shall be changed by Seller as may be required because of such alterations. Unless prices are stated by Seller in this or other documents forming a part of this contract, the prices applicable to the extra work performed shall be Seller's prices in effect at that time.

PAYMENT

Terms of payment have been set out in Paragraph A of the CONTRACT. Final payment shall be in all cases due and payable within thirty (30) days after final billing. A service charge will be charged and added to the prices on all payments past due and owed by the Purchaser under this contract, and at a rate of 12% per annum, or, if such rate is prohibited under applicable law, then at such lower rate as is the maximum rate permitted to be contracted for under such applicable law. Purchaser shall pay any reasonable attorneys fees incurred in the collection of past due accounts.

DELAYS

Seller shall not be liable for any damage or penalty for delays in work due to acts of God, acts or omissions of the Purchaser, acts of civil or military authorities, Government regulations or priorities, fires, floods, epidemics, quarantine restrictions, war, riots, strikes, differences with workmen, accidents to machinery, car shortages, inability to obtain necessary labor, materials or manufacturing facilities, delay in transportation, defaults of Seller's subcontractors, illness of or delay in furnishing correct or complete information by Purchaser with respect to location or other details of work to be performed hereunder, impossibility or impracticability of performance or any other cause or causes beyond the control of Seller, whether or not similar to the foregoing in the event of any delay caused as aforesaid, the completion shall be extended for a period as a result of any such delay. In case work is temporarily discontinued by reason of any of the foregoing all unpaid installments of the contract price less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt of invoice.

SPECIAL CONDITIONS

In the event new equipment is carried into existing equipment, the seller will only test the new work involved any test required on the old work will be an extra to the contract price. The Purchaser assumes full responsibility for the condition of existing equipment.

In the event existing equipment is being repaired, the seller does not assume any responsibility for testing old and new equipment, and any testing will be an extra to the contract price, which will include costs of labor and materials required to make the system operate correctly. The Purchaser assumes full responsibility for the condition of existing equipment.

OSHA and ASBESTOS

Purchaser agrees to indemnify and hold harmless the Seller from and against any claims, demands or damages resulting from the enforcement of the Occupational Safety Health Act (Public Law 91-596), unless said claims, demands or damages are a direct result of causes within the exclusive control of Seller. In the event that the Seller's employees or others are or may be exposed to asbestos fibers during the performance of this contract, all additional costs necessary to protect such individuals, including but not limited to all costs for "Qualified Laboratory Sample Test" of any work area for asbestos exposure concentrations, shall be paid by Buyer and Buyer agrees to indemnify Seller against all claims, demands, injury or damages arising from such exposure.

SITE FACILITIES

Purchaser shall furnish all necessary facilities for performance of its work by Seller, adequate space for storage and handling of material, light, water, heat, local telephone, watchman and crane and elevator service, if available, and necessary permits.

STRUCTURE AND SITE CONDITIONS

While employees of Seller will exercise reasonable care in this respect, Seller shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls or other structures not erected by it or resulting from excavation in proximity thereto, nor for damage resulting from concealed, wiring, fixtures or other equipment. All shoring or protection of foundations, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of the Purchaser unless otherwise specified. Purchaser warrants the sufficiency of the structure to support all related equipment. The Purchaser shall have all things in readiness for installation, including, but not limited to, other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event the Purchaser shall fail to have all things in readiness for erection at the time of receipt of the materials at the pace of erection the Purchaser shall reimburse Seller for any and all expenses caused by such failure to have such things in readiness. Failure to make areas available to Seller during performance in accord with schedules which are the basis of Seller's proposal shall be considered a failure to have all things in readiness for erection in accord with the terms of this contract.

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In no event shall Seller be liable for special or consequential damages. Seller's liability on any claim for loss or liability arising out of or connected with this contract, or any obligation resulting therefrom or from the manufacture, fabrication, sale, delivery, installation, or use of any materials covered by this contract, shall be limited to that set forth in the paragraph entitled "Warranty".

WARRANTY

Seller agrees that for a period of ninety (90) days after completion of said work, it will, at its expense repair or replace any defective materials or workmanship supplied or performed by the Seller. It is understood that the Seller does not guarantee the operation of the system. Seller further warrants the products of other manufacturers supplied hereunder, to the extent of the warranty of the respective manufacturer.

ALL OTHER EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OR OTHERWISE ARE HEREBY EXCLUDED.

MODIFICATIONS AND SUBSTITUTIONS

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I HAVE REVIEWED ALL TERMS AND CONDITIONS.

SIGNATURE OF AUTHORIZED CUSTOMER

DATE:

AGENDA ITEM #21

City of Kingsville Public Works Department

TO: Mayor and City Commissioners

CC: Charles Sosa, City Manager

FROM: William Donnell, Public Works Director

DATE: April 14, 2026

SUBJECT: Purchase of 2026 John Deere 444 G-Tier Wheel Loader

Summary:

This item authorizes the purchase of a 2026 444 G-Tier Wheel Loader from Doggett Heavy Machinery Service LLC., through Sourcewell Purchasing Cooperative Contract #011723-JDC for the City of Kingsville Street Division.

Background:

The existing Wheel Loader is approximately 12+ years old and has been sent in for repairs frequently. The Street Division Wheel Loader is a major component to the daily operation. The purchase of the Wheel Loader will increase productivity and decrease operation delays. Sourcewell 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.

Financial Impact:

Total price of new equipment is \$147,245.28

Funds are available through 151-5-3050-71200 on CO 2023-A, of which \$122,574.84, and 092-5-3050-71200 are available this fiscal year.

Recommendation:

It is recommended the City Purchase the 2026 444 G-Tier Wheel Loader from Doggett Heavy Machinery Service LLC., through Sourcewell Purchasing Cooperative Contract #011723--JDC.



444 G-Tier Wheel Loader



14-Apr-2026

Code	Description	Qty	List Price
9001BZ	444 G-Tier Wheel Loader	1	\$213,186.00 USD
	9001BZ		

Option Codes

0202	United States	1	\$158.00 USD
	Includes: Sun Visor		
0259	English	1	No Added Cost
	English language for operator's manual and electronic content		
0351	Translated Text Labels	1	No Added Cost
	Vehicle labels translated to selected language		
0400	Standard Loader	1	No Added Cost
0451	Standard Z-BAR	1	No Added Cost
0601	Level 1 Trim	1	No Added Cost
	Includes: - Mechanical Suspension Seat with 3" Seat Belt - Radio Ready (Cover, no Radio included) - No Ride Control		
0951	Rear Camera	1	No Added Cost
	Rear camera with display integrated into monitor		
183N	JDLink™	1	No Added Cost

Includes integrated cab wiring harness, antenna, and JDLINK Modem (MTG). JDLINK connectivity is enabled separately through the JDLINK website.

Connectivity service is subject to country availability.

4065	John Deere PowerTech Engine	1	No Added Cost
	John Deere PowerTech 4.5L meets EPA FT4 and EU Stage V Emissions		
4251	Standard Fuel Filter with Water Separator	1	No Added Cost
6524	Rear Concrete Counterweight w/ Hitch and Pin	1	No Added Cost
7053	Two Function Hydraulics with Joystick Controls	1	No Added Cost
	Provides a single lever (joystick) control for the boom and the bucket. Includes FNR switch integrated into the joystick control lever.		
5174	MAXAM – 20.5R25 L3 2-STAR RADIAL TIRES w/ 3 PC RIMS	1	\$3,895.00 USD
7403	Hydraulic Coupler - JRB 416 Pattern	1	\$5,852.00 USD
7877	2.75 YD (2.10 CM) General Purpose	1	\$8,425.00 USD
	Bucket includes straight side cutters and weld on skid shoes. This bucket is only compatible with Hi-Vis or JRB style coupler options. This bucket can only be ordered with bolt-on cutting edges from the factory.		
7458	Bolt On Cutting Edge	1	\$999.00 USD
8501	Debris Package	1	\$1,462.00 USD
	This Package is recommended for machines working in dusty or high debris applications.		
	Package includes:		
	- Automatic Reversing Hydraulic Fan		
	- Engine Air Intake System with Centrifugal Precleaner		

Total \$233,977.00 USD

Manufacturer's Suggested List Price shown. Retail prices may vary by dealer. Unless stated otherwise, taxes, freight, setup, delivery and other dealer specific charges not included in the pricing. Options/items noted with anything other than price will have additional costs. Pricing, availability, and specifications subject to change without notice. Special program pricing may be available on certain models. See dealer for details. Prices are shown in USD unless otherwise noted.

AGENDA ITEM #22

City of Kingsville
Public Works Department

TO: Mayor and City Commissioners

CC: Charles Sosa, City Manager

FROM: William Donnell, Public Works Director

DATE: April 13, 2026

SUBJECT: Professional Services Agreement for Landfill Southside Drainage Project

Summary:

This item authorizes the contract with Hanson Professional Services Inc. for engineering oversight and Quality Assurance for the Landfill South Drainage Project for TCEQ permit compliance.

Background:

Hanson Professional Services Inc is the contract engineer for the City of Kingsville Landfill services. This project is one of several that is required as part of the Landfill Permit Amendment to convey stormwater runoff. This project will convey stormwater across the southern end of Sector 1 to a detention pond at the southwest corner of the landfill property.

Financial Impact:

The contract price is \$54,520.00. Funding is available in the amount of \$68,358.00 from the Landfill Closure Fund 090-5-1703-31400, so adequate funding exists for this contract.

Recommendation:

Staff requests approval of the contract with Hanson Professional Services Inc in the amount of \$54,520.00 for engineering oversight and quality assurance for the Landfill South Drainage Project improvement.



RESOLUTION #2026-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT BETWEEN HANSON PROFESSIONAL SERVICES INC. AND THE CITY OF KINGSVILLE FOR THE LANDFILL SOUTHSIDE DRAINAGE PROJECT; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City needs engineering services for work to be done at the City's Landfill, so the City advertised RFQ #23-06 in the local newspaper on June 1st & 8th, 2023 and three Statement of Qualification (SOQ) were received in response to the RFQ by the June 27, 2023 deadline; and

WHEREAS, the City Selection Review Committee (Public Works Director, Purchasing Manager, and Sanitation Supervisor) each reviewed the SOQ and recommended the RFQ be awarded to Hanson Professional Services Inc. (Hanson) as the most qualified firm for the project;

WHEREAS, the City Commission officially selected Hanson Professional Services Inc. as the engineering firm on July 24, 2023, and staff has negotiated a contract for a fair and reasonable price under the Professional Services Procurement Act with the firm, which was approved by the City Commission via Resolution #2024-39 on April 8, 2024;

WHEREAS, a new scope of work needs to be approved under that contract for engineering oversight and quality assurance for the Landfill South Drainage Project for TCEQ permit compliance;

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

I.

THAT the City Manager is authorized and directed as an act of the City of Kingsville, Texas to enter into a Professional Services Agreement between Hanson Professional Services Inc. and the City of Kingsville for Professional Services relating to the Landfill South Drainage Project 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
27th day of April, 2026.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

Hanson Professional Services Inc.
Professional Services Agreement (PSA)
LEGL0200-22L0145.01

THIS PROFESSIONAL SERVICES AGREEMENT (PSA) is made this 27th day of March, 2026, between The City of Kingsville, subsequently referred to as "Client," and Hanson Professional Services Inc., subsequently referred to as "Hanson."

By joining in this PSA, Client retains Hanson to provide professional services in connection with The City of Kingsville Landfill South Drainage Infrastructure-Lined Channel on the property located at 348 East C.R. 2130, Kingsville, Texas, subsequently referred to as "Project."

By this PSA, the scope of Hanson's services on Project is limited to that described in Attachment A.

The attached LEGL0252 Rev 2 - General Conditions (ES) are incorporated into and made a part of this PSA.

Client agrees to compensate Hanson for providing the above services in the manner described in Attachment B.

Client and Hanson hereby agree to and accept the terms and conditions stated above, including terms and conditions stated in the attached General Conditions, the receipt of which is acknowledged.

Hanson Professional Services Inc.

The City of Kingsville

By: Willie Rivera, Jr.

By: _____

Title: Vice President/Senior Project Manager

Title: _____

Date: March 27, 2026

Date: _____

Attachment A – Scope of Services

LEGL0200-22L0145.01

Effective Date: 3/27/2026

Project Description:

The City of Kingsville Landfill South Drainage Infrastructure-Lined Channel; provide construction phase services for this segment on the property located at 348 East C.R. 2130, Kingsville, Texas.

Services:

The Scope of Services to be provided is limited to the following:

1. Construction Phase. Coordinate execution of agreement between City of Kingsville and the original low bidder for the project, Lowman Land Improvements, Inc. Attend pre-construction meeting and issue Notice to Proceed. Provide construction administration duties including answering RFI's, processing change orders, reviewing submittals, and processing pay applications. Provide one construction observation site visit per week for an anticipated eight-week construction duration. Provide a preconstruction survey and a verification survey of the drainage channel elevations prior to placement of channel lining materials. Prepare record drawings upon completion. We anticipate the construction to take approximately eight weeks of field time, including lead time for ordering and delivery of materials.

Attachment B – Charges for Services

LEGL0200-22L0145.01

Effective Date: 3/27/2026

Basis of Charges:

Charges for professional services performed by our firm for all services listed in the Scope of Services will be made according to the attached schedule, "Basis of Payment, Consulting Services (Form *26 Rev 0*)," Billings will be issued at least monthly, and will be based upon total services completed and expenses incurred at the time of billing.

Cost of Services:

The total cost to accomplish the Scope of Services for this project will be \$54,520.00. Hanson agrees not to exceed \$54,520.00 without prior notification to the Client.

**2026 Hanson Professional Services Inc.
BASIS OF PAYMENT
CONSULTING SERVICES**

The following schedule is for normal design and consulting services provided on an hourly basis.

1. **ENGINEER/SCIENTIST POSITIONS:**

ENGINEER/SCIENTIST I	\$135.00
ENGINEER/SCIENTIST II	\$145.00
ENGINEER/SCIENTIST III	\$155.00
ENGINEER/SCIENTIST IV	\$175.00
ENGINEER/SCIENTIST V	\$200.00
ENGINEER/SCIENTIST VI	\$235.00
ENGINEER/SCIENTIST VII	\$270.00
ENGINEER/SCIENTIST VIII	\$305.00
PRINCIPAL	\$350.00

2. **TECHNICAL POSITIONS:**

AIDE	\$75.00
TECHNICIAN I	\$85.00
TECHNICIAN II	\$100.00
TECHNICIAN III	\$115.00
TECHNICIAN IV	\$130.00
TECHNICIAN V	\$145.00
TECHNICIAN VI	\$155.00
TECHNICIAN VII	\$165.00
TECHNICIAN VIII	\$175.00
MANAGER/DESIGNER	\$180.00

3. **ADMINISTRATIVE:**

ADMINISTRATIVE I	\$80.00
ADMINISTRATIVE II	\$85.00
ADMINISTRATIVE III	\$90.00
ADMINISTRATIVE IV	\$105.00
ADMINISTRATIVE V	\$125.00
ADMINISTRATIVE VI	\$150.00
ADMINISTRATIVE VII	\$215.00

4. Charges for special services, expert testimony, etc., will be negotiated.
5. The above rates cover straight time only. Overtime directed by the client will be surcharged by 25 percent.
6. Charges for outside consultants and contractors will be at invoice cost plus 10 percent.
7. All direct job expenses and materials other than normal office supplies will be charged at cost plus 10 percent.
8. Separate data hosting charges and/or a technology fee will be assessed, depending on the nature of the services provided. Where applicable, the fee structure will be identified in the agreement.
9. Mileage charges for automobiles will be at the published IRS rate at the time the charges are incurred. Mileage charges for mobile labs or trucks will be at the published IRS rate at the time the charges are incurred plus 50%.

Charges for vehicles that will remain assigned to a specific job will be \$100.00 per day or \$2,000.00 per four-week billing cycle for automobiles and SUVs, and \$120.00 per day or \$2,400.00 per four-week billing cycle for mobile labs or trucks in lieu of mileage charges. Rental vehicles will be charged at actual cost in accordance with item 7 above.
10. Services will be billed at a minimum of every four weeks and at the completion of the project. There will be an additional charge of 1 1/2 percent per month compounded monthly on amounts outstanding more than 30 days.
11. Rates are subject to change and will be superseded by a new rate schedule on or about January 1 of each year during the duration of the services agreement.

Hanson Professional Services Inc.
General Conditions (ES)

Hanson Agreement: LEGL0220- 22L0145

Agreement Date: March 27, 2026

Project Name: The City of Kingsville Landfill South Drainage Infrastructure-Lined Channel

1. Invoices: Charges for services will be billed at least as frequently as monthly, and at the completion of the Project. CLIENT shall compensate HANSON for any sales or value added taxes which apply to the services rendered under this agreement or any addendum thereto. CLIENT shall reimburse HANSON for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by HANSON. Invoices are delinquent if payment has not been received within 30 days from date of invoice. There will be an additional charge of 1 1/2 percent per month compounded on amounts outstanding more than 30 days. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to HANSON per HANSON's current fee schedules.

2. Termination: This Agreement may be terminated by either party upon written notice. Any termination shall only be for good cause such as legal, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, HANSON will be paid for all services and expenses rendered to the date of termination on a basis of payroll cost times a multiplier of 3.0 (if not previously provided for) plus reimbursable expenses, plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

3. Reuse of Documents: All documents including reports, drawings, specifications, and electronic media furnished by HANSON pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this project, or on any other project. Any reuse without specific written verification or adaptation by HANSON will be at CLIENT's sole risk, and without liability to HANSON, and CLIENT shall indemnify and hold

harmless HANSON from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting there from. Any such verification or adaptation will entitle HANSON to further compensation at rates to be agreed upon by CLIENT and HANSON.

4. Standard of Care: Services performed by HANSON under this Agreement will be conducted in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party. HANSON is not acting as a municipal advisor to CLIENT as defined by the Securities and Exchange Commission.

5. Resilient Design: CLIENT agrees that estimating and projecting future weather, climate, rainfall, flood, tidal, ocean and on-shore conditions and their impacts upon existing or contemplated developments, infrastructure or resources is difficult, complex and based on variable assumptions that are impacted by factors beyond HANSON's ability to predict or control.

Accordingly, any estimates, forecasts, studies, reviews, conclusions, recommendations, or assessments provided as part of HANSON's services are presented solely on the basis of data currently available and current design standards and may no longer be valid if the available data or design standards materially change.

CLIENT further agrees and understands that weather, climate, rainfall, flood, tidal, ocean and on-shore conditions are predicted based on probability,

and extreme events can and will occur and may cause damage regardless of mitigation measures.

HANSON and CLIENT have discussed the risks and benefits of resilient design alternatives. If CLIENT decides to proceed with a course of action against advice of HANSON where HANSON's advice is intended to reduce the risk or damage in the event of highly likely or certain natural or manmade events, CLIENT hereby agrees to release, hold harmless, defend, and indemnify HANSON from any and all claims, damages, losses, or costs associated with or arising out of CLIENT's decision to proceed against HANSON's advice.

6. General Liability Insurance and Limitation:

HANSON is covered by general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with limits which HANSON considers reasonable, and Workers' Compensation for its employees compliant with state law. Certificates of insurance shall be provided to CLIENT upon request in writing. HANSON shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. HANSON shall not be responsible for any loss, damage or liability arising from any act or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which HANSON has no supervision or control.

7. Suspension of Services: If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, HANSON may suspend performance of services upon five (5) calendar days' notice to CLIENT. HANSON shall have no liability whatsoever to CLIENT, and CLIENT agrees to make no claim for any delay or damage as a result of such suspension.

8. Delays: The CLIENT agrees that HANSON is not responsible for damages arising directly or indirectly from any delays for causes beyond HANSON's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, epidemics, pandemics, war or other emergencies; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by HANSON to perform its services in an orderly and efficient manner, HANSON shall be entitled to negotiate a reasonable adjustment in schedule and compensation, or, if encountering severe disruptions or emergencies, shall be entitled to terminate services.

9. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor HANSON, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to this Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both CLIENT and HANSON shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project.

10. Contingency Fund: The CLIENT and HANSON acknowledge that changes may be required during construction because of possible omissions, ambiguities or inconsistencies in the plans and specifications and, therefore, that the costs of the project may exceed the construction contract sum. The CLIENT agrees to set aside a reserve in the amount of Five Percent (5%) of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. The CLIENT further agrees to make no claim by way of direct or third-party action against HANSON or sub-contractors and subconsultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.

11. Additional Limitation: In recognition of the relative risks and benefits of the Project to both the CLIENT and HANSON, the risks have been allocated such that the CLIENT agrees that for the compensation herein provided (or if a Master Professional Services Agreement (MPSA) is used,

the compensation provided in a Task Order), HANSON cannot expose itself to damages disproportionate to the nature and scope of HANSON's services or the compensation payable to it hereunder or under an MPSA Task Order. Therefore, the CLIENT agrees to limit its remedies against HANSON arising from HANSON's professional acts, errors or omissions, in any action based on strict liability, breach of contract, negligence or any other cause of action, such that the total aggregate amount of the CLIENT's damages shall not exceed \$50,000 or HANSON's total net fee for services rendered on the Project (or if an MPSA is used, the total net fee under an individual Task Order), whichever is greater. This limitation pertains to HANSON and to its subcontractors and subconsultants, and applies as a single aggregate amount to all work performed under the Agreement, including all work performed under an amendment or modification. If CLIENT desires a limit greater than that provided above, CLIENT and HANSON shall include in this Agreement the amount of such limit and the additional compensation to be paid to HANSON for assumption of such additional risk. CLIENT must notify HANSON in writing, before HANSON commences any services, of CLIENT's intention to negotiate a greater limitation of remedies against HANSON and its associated impact on services, schedules, and compensation. Absent CLIENT's written notification to the contrary, HANSON will proceed on the basis that the total remedies against HANSON is limited as set forth above.

12. Personal Liability: It is intended by the parties to this Agreement that HANSON's services in connection with the Project shall not subject HANSON's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against HANSON, a Delaware corporation, and not against any of HANSON's individual employees, officers or directors.

13. Assignment: Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party. Subcontracting to subconsultants, normally contemplated by HANSON as generally accepted

business practice, shall not be considered an assignment for purposes of this Agreement.

14. Statutes of Repose and Limitation: All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion for projects including construction documents or construction phase services, or the date of the completion of professional services if there is no associated construction. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date HANSON's services are completed or terminated.

15. Dispute Resolution: In an effort to resolve any conflicts that arise during the design and construction of this Project or following completion of this Project, the CLIENT and HANSON agree that all disputes between them arising out of or relating to this Agreement or this Project shall be submitted to nonbinding mediation.

16. Information Provided by Others: CLIENT shall furnish, at CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. HANSON may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. HANSON shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided for HANSON's use by CLIENT and/or CLIENT's consultants and contractors.

17. Authority and Responsibility: HANSON shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids.

18. Right of Entry: CLIENT shall provide for HANSON's right to enter property owned by CLIENT and/or others in order for HANSON to fulfill the scope of services for this Project.

19. Utilities: CLIENT shall be responsible for designating the location of all utility lines and subterranean structures within the property line of the Project. CLIENT agrees to waive any claim against HANSON, and to defend, indemnify and hold harmless from any claim or liability for injury or loss arising from HANSON or other persons encountering utilities or other man-made objects that were not called to HANSON's attention or which were not properly located on plans furnished to HANSON. CLIENT further agrees to compensate HANSON for any time or expenses incurred by HANSON in defense of any such claim, in accordance with HANSON's prevailing fee schedule and expense reimbursement policy.

20. Job Site: Services performed by HANSON during construction will be limited to providing assistance in quality control and to deal with questions by the CLIENT's representative concerning conformance with drawings and specifications. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Contractor's performance. HANSON will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. HANSON will not be responsible for the Contractor's obligation to carry out the work in accordance with the Contract Documents. HANSON will not be considered an agent of the owner and will not have authority to direct the Contractor's work or to stop work.

21. Opinions of Cost: Since HANSON has no control over the cost of labor, materials or equipment or over a Contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable Project cost or construction cost for this Project will be based solely upon its own experience with construction, but HANSON cannot and does not guarantee that proposals, bids or the construction cost will not vary from its opinions of probable costs. If the CLIENT wishes greater assurance as to the construction cost, the CLIENT shall employ an independent cost estimator.

22. Confidentiality: Each party shall retain as confidential, all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission, and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not disclose such information to any third party.

23. Samples: All samples of any type (soil, rock, water, manufactured materials, biological, etc.) will be discarded sixty (60) days after submittal of project deliverables. Upon CLIENT's authorization, samples will be either delivered in accordance with CLIENT's instructions or stored for an agreed charge.

24. Third-Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or HANSON. HANSON's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against HANSON because of this Agreement or the performance or nonperformance of services hereunder. CLIENT and HANSON agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

25. Severability: If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

26. Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

27. Entire Agreement: This Agreement is the entire Agreement between the CLIENT and HANSON. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and HANSON.

28. Modification to the Agreement: CLIENT or HANSON may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of HANSON's

compensation, to which CLIENT and HANSON mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

29. Governing Law: This Agreement shall be governed by and interpreted pursuant to the laws of the State of ~~Illinois~~ Texas.

30. Construction Phase Services without Design: If HANSON is undertaking a nontraditional service on CLIENT's behalf to provide Construction Contract Administration Services but not the design of the Project, CLIENT acknowledges that this arrangement, while suitable for the Project, creates additional risk for HANSON.

In consideration of the risks and rewards involved in this Project, CLIENT agrees, to the maximum extent permitted by law, to indemnify and hold harmless HANSON from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from any negligent acts, errors or omissions by any other consultant employed by CLIENT on this Project and from any claims of copyright or patent infringement by HANSON arising from the use or reuse of any documents prepared or provided by CLIENT or any other consultants of CLIENT. CLIENT warrants that any documents provided to HANSON by CLIENT or by any other consultants may be relied upon as to their accuracy and completeness without independent investigation by HANSON and that CLIENT has the right to provide such documents to HANSON free of any claims of copyright or patent infringement or violation of any other party's rights in intellectual property.