

# City of Kingsville, Texas

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## AGENDA CITY COMMISSION

MONDAY, JUNE 29, 2026

SPECIAL MEETING

CITY HALL

HELEN KLEBERG GROVES COMMUNITY ROOM

400 WEST KING AVENUE

**5:00 P.M. – Special 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 –June 8, 2026.

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

None.

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

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

### IV. Public Comment on Agenda Items.<sup>3</sup>


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

### V.

**Consent Agenda**

**Notice to the Public**

APPROVED BY:

*Charlie Sosa* 

Charlie Sosa  
City Manager

*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being discussed separately unless requested by a Commission Member in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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 an ordinance amending the Fiscal Year 2025-2026 Budget to accept and expend a donation for the Train Depot Museum at the Tourism Department. (Interim Tourism Director).
2. Motion to approve final passage an ordinance amending the Fiscal Year 2025-2026 Budget to accept and expend the donation from the Brookshire Foundation for minor equipment and recreational programs. (Parks Director).
3. Motion to approve a resolution authorizing the City Manager to enter into an Engagement Letter Agreement between the City of Kingsville, Texas and John Womack & Co., P.C. for the 2025-2026 Fiscal Year Audit. (Interim Finance Director).

**REGULAR AGENDA**

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

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

4. Discuss and consider approving sponsorship of activities for the 2026 Fourth of July festivities to occur downtown and at Dick Kleberg Park. (on July 4, 2026). (Interim Tourism Director).
5. Discuss and consider the introduction of an ordinance amending the Fiscal Year 2025-2026 Budget to appropriate funds for the 2026 Independence Day celebration. (Interim Tourism Director).
6. Discuss and consider approving a resolution authorizing the City to submit an application to the Texas Parks and Wildlife Department's Local Park Grant Program for the purpose of requesting funding for Brookshire Park #1 with a 50% cash match required; authorizing the City Manager to submit the grant and the City Parks Director as the grant official to act on the City's behalf with such grant program. (50% cash match). (Parks Director).
7. Discuss and consider the introduction of an ordinance amending the Fiscal Year 2025-2026 Budget to accept and expend grant funds from the Operation Stonegarden Grant #3194311. (for PD; grant performance period 3/01/26-2/28/27). (Police Chief).
8. Discuss and consider accepting donation of two K9 Ballistic Protective Vests from the Spike's K9 Fund Program for K9 Luca and K9 Leah. (Police Chief).
9. Discuss and consider the introduction of an ordinance amending the Fiscal Year 2025-2026 Budget to appropriate funds for increased software maintenance, licensing, and support renewal costs necessary to maintain critical technology systems and operations. (IT Director).
10. Discuss and consider approving a resolution authorizing the Mayor to execute an Interlocal Cooperative Purchasing Agreement between the City of Kingsville and the

Kingsville Independent School District and relating to paving and sidewalk services. (City Manager).

**VII. Adjournment.**

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

**NOTICE**

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

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

June 23, 2026, at 10:00 A.M. and remained so posted continuously for at least three business days proceeding the scheduled time of said meeting.



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

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

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

**MINUTES OF PREVIOUS  
MEETING(S)**

JUNE 8, 2026

A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, JUNE 8, 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  
Courtney Alvarez, City Attorney  
Derek Williams, Systems Administrator  
Susan Ivy, Parks Director  
Emilio Garcia, Health Director  
Charlie Cardena, Engineer  
John Blair, Police Chief  
J.J. Adame, Fire Chief  
Bill Donnell, Public Works Director  
Rebecca Duke, Interim Tourism Director  
Manny Salazar, Economic Development & Interim Planning Director  
Diana Gonzales, Human Resources Director  
James Creek, Fire Captain

**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 – May 11, 2026**

Motion made by Commissioner Lopez to approve the minutes of May 11, 2026, as presented, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Lopez, Alvarez, Hinojosa, Alarcon, voting "FOR". Fugate "ABSTAINED".

**Regular Meeting – May 26, 2026**

Motion made by Commissioner Lopez to approve the minutes of May 26, 2026, as presented, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Alvarez, Hinojosa, Alarcon, Lopez, Fugate voting "FOR".

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

**1. Public Hearing on condemnation of structure at 607 W. Ragland, Kingsville, Texas. (Economic Development and Interim Planning Director).**

Mayor Fugate read and opened this public hearing at 5:04 p.m. Mayor Fugate further announced that this is a public hearing. If anyone would like to speak on behalf of this item, they may do so now with a five-minute limit. Additional time cannot be extended by the City Commission.

Mr. Salazar stated that an inspection of this property took place on October 23, 2025, where it was found that the structure had a deteriorating roof, rotted siding, and graffiti. Notice was mailed on April 20, 2026, but was returned to the sender. This property has had no water or electric services since April 2018. The property is also delinquent on taxes in the amount of \$1,663.25.

Mr. Hubert King, 103 Maple Circle, stated that this property belonged to his grandfather. He is taking care of the taxes and would like to be able to keep the land. He further stated that he would like the structure demolished but wants the land.

Mayor Fugate responded to Mr. King and stated that the city does not take the owner's land, it only clears the dilapidated structure and assesses a bill to the owner, then the owner is responsible for said bill. If the bill is not paid within the allotted timeframe, the city will place a lien on the property. Fugate further asked Mr. King to get with staff for further information.

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

**2. Public Hearing on condemnation of structure at 502 W. Doddridge, Kingsville, Texas. (Economic Development and Interim Planning Director).**

Mr. Manny Salazar asked that this condemnation be pulled from the agenda, as the property has a new owner who has hired an engineer to evaluate whether the structure can be salvaged or renovated.

No discussion or action was taken on this condemnation.

**3. Public Hearing on condemnation of structure at 513 W. Doddridge, Kingsville, Texas. (Economic Development and Interim Planning Director).**

Mayor Fugate read and opened this public hearing at 5:08 p.m. Mayor Fugate further announced that this is a public hearing. If anyone would like to speak on behalf of this item, they may do so now with a five-minute limit. Additional time cannot be extended by the City Commission.

Mr. Salazar stated that this property was inspected on October 23, 2025. Notice of violation letter was mailed on October 27, 2025. The city's notice was received on November 11, 2025. On April 20, 2026, a 20-day notification letter was sent and was received on April 25, 2026. There is no indication that this property has had water or electric service in the past 20 years. This property has no delinquent taxes owed.

There being no further discussion, Mayor Fugate closed this public hearing at 5:10 p.m.

**4. Public Hearing on condemnation of structure at 711 W. Johnston, Kingsville, Texas. (Economic Development and Interim Planning Director).**

Mayor Fugate read and opened this public hearing at 5:10 p.m. Mayor Fugate further announced that this is a public hearing. If anyone would like to speak on behalf of this item, they may do so now with a five-minute limit. Additional time cannot be extended by the City Commission.

Mr. Salazar stated that this property was inspected on October 1, 2025. A notice of violation was mailed on October 3, 2025, but was returned to the sender. A 20-day notification letter was mailed on April 20, 2026, but was returned to the sender. There is no indication that this property has had any water services in the past 20 years. Electric service is currently active. The property has no delinquent taxes owed. On this property, the porch is falling down, and the siding and roof are deteriorating.

There being no further discussion, Mayor Fugate closed this public hearing at 5:12 p.m.

**5. Public Hearing on condemnation of structure at 515 E. Lee, Kingsville, Texas. (Economic Development and Interim Planning Director).**

Mayor Fugate read and opened this public hearing at 5:12 p.m. Mayor Fugate further announced that this is a public hearing. If anyone would like to speak on behalf of this item,

they may do so now with a five-minute limit. Additional time cannot be extended by the City Commission.

Mr. Salazar stated that this property was inspected on November 13, 2025. A notice of violation was mailed on November 17, 2025, but was returned to the sender. A 20-day notification letter was mailed on April 20, 2026, but was also returned to the sender. This property has had no water or electric services since July 2005. The property has delinquent taxes for an amount of \$325.93. The property is unsecured, and half the structure is demolished. The property is unsafe.

There being no further discussion, Mayor Fugate closed this public hearing at 5:14 p.m.

**6. Public Hearing on condemnation of structure at 623 W. Ella, Kingsville, Texas. (Economic Development and Interim Planning Director).**

Mayor Fugate read and opened this public hearing at 5:14 p.m. Mayor Fugate further announced that this is a public hearing. If anyone would like to speak on behalf of this item, they may do so now with a five-minute limit. Additional time cannot be extended by the City Commission.

Mr. Salazar stated that this property was inspected on June 17, 2024, and August 6, 2024. A notice of violation letter was mailed on August 8, 2024. The notice was received, and staff received a response on December 5, 2025. A 20-day notification letter was mailed on November 17, 2025, and March 26, 2025, but was returned to the sender. There is no indication of water or electric services in the past 20 years. The property is delinquent in taxes in the amount of \$1,816.43. The property has had issues where law enforcement has been called regarding drug use. The roof on this structure has holes, and the walls are falling in.

There being no further discussion, Mayor Fugate closed this public hearing at 5:16 p.m.

**7. Public Hearing on condemnation of structure at 501 W. Ella, (2 structures), Kingsville, Texas. (Economic Development and Interim Planning Director).**

Mayor Fugate read and opened this public hearing at 5:16 p.m. Mayor Fugate further announced that this is a public hearing. If anyone would like to speak on behalf of this item, they may do so now with a five-minute limit. Additional time cannot be extended by the City Commission.

Mr. Salazar stated that this property was inspected on May 2, 2025. A notice of violation was mailed on May 6, 2026, but was returned to the sender. A 20-day notice letter was mailed on April 20, 2026, but was also returned to the sender. There is no indication of water or electric services in the past 20 years. The property has no delinquent taxes. This property has been maintained over the past few years.

There being no further discussion, Mayor Fugate closed this public hearing at 5:16 p.m.

**8. Public Hearing on condemnation of structure at 627 E. Ave. C, Kingsville, Texas. (Economic Development and Interim Planning Director).**

Mayor Fugate read and opened this public hearing at 5:16 p.m. Mayor Fugate further announced that this is a public hearing. If anyone would like to speak on behalf of this item, they may do so now with a five-minute limit. Additional time cannot be extended by the City Commission.

Mr. Salazar stated that this property was inspected on February 3, 2026. A notice letter was mailed on February 5, 2026, but was returned to the sender. A 20-day notification letter was mailed on April 20, 2026, but was also returned to the sender. This property has had no water or electric services since 2019. The property is delinquent in taxes in the amount of \$1,377.19.

There being no further discussion, Mayor Fugate closed this public hearing at 5:18 p.m.

**9. Public Hearing on condemnation of structure at 228 W. Ave. A, Kingsville, Texas. (Economic Development and Interim Planning Director).**

Mayor Fugate read and opened this public hearing at 5:18 p.m. Mayor Fugate further announced that this is a public hearing. If anyone would like to speak on behalf of this item, they may do so now with a five-minute limit. Additional time cannot be extended by the City Commission.

Mr. Salazar stated that this property was inspected on October 1, 2025. A notice of violation was mailed on October 3, 2025, but was returned to the sender. A 20-day notification letter was mailed on April 20, 2026, but was also returned to the sender. This property has had no water or electric services since the fire in October 2023. The property is delinquent in taxes for an amount of \$151.26. This property has damage due to the fire.

There being no further discussion, Mayor Fugate closed this public hearing at 5:20 p.m.

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

*“At this time, the City Commission and Staff will report/update on all committee assignments which may include but is not limited to the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board, 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, gave a brief report on street updates. He further stated that the Health Department will be spraying mosquitoes on Tuesday, Wednesday, and Thursday of this week. Sosa further stated that the contractor who worked on Kleberg Street will be returning at the end of June or early July to fix the road.

Commissioner Lopez asked how many times Kleberg Street had been fixed by the contractor. Mr. Sosa responded that this would be the second time.

Mr. Sosa further announced the Parks Department movie night event coming up this weekend.

Ms. Courtney Alvarez, City Attorney, announced that the next city commission meeting is scheduled for June 22, 2026.

Commissioner Lopez congratulated the SGISD Lady Lions for their state win in softball. She further thanked staff for assisting in putting the celebration for the Lady Lions.

Mayor Fugate thanked KKB for the downtown cleanup this past weekend.

**IV. Public Comment on Agenda Items.<sup>3</sup>**

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

Ramiro Rodriguez, 406 E. Henrietta, commented that he would like to see how he can stop the condemnation of his mother's home. He stated that he is working with an engineer to draw up plans for the property.

Emma Castillo, 110 North 10<sup>th</sup> Street, stated that she purchased the property at 1225 E. Lott, tried to open an electric account, and was told she needed a meter inspection. After speaking with city staff, it was determined that the property she had purchased was zoned as commercial. She couldn't understand how it would be zoned as commercial when it is a residential home. She further stated that when she opened a water account, it was opened as a commercial account, and she had to pay the commercial deposit, and is currently paying commercial water rates. She stated that she would like for the city to look into this and see how the property could be rezoned, if needed, from commercial to residential. She further stated that she would also like to be refunded the amounts she paid for a commercial property.

V.

### **Consent Agenda**

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

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

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

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

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

**1. Motion to approve final passage of an ordinance amending the zoning ordinance by granting a Special Use Permit for General Business Use in L1 (Light Industrial District) at 600 E. Corral, Kingsville, Texas, also known as KT & I Co., Block 6, Lot out of 5, acres .8315 (Property ID 17802). (ball player training facility) (Economic Development & Interim Planning Director).**

**2. Motion to approve final passage of an ordinance amending the Fiscal Year 2025-2026 Budget to appropriate funding for the installation of crushed granite walking paths in Opal Cochran Park. (Parks Director).**

**3. Motion to approve final passage of an ordinance amending the Fiscal Year 2025-2026 Budget to appropriate funding to appropriate funding for a new A/C unit for the Police Department. (Police Chief).**

### **REGULAR AGENDA**

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

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

**4. Consider condemnation of structure located at 607 W. Ragland, Kingsville, Texas. (Economic Development and Interim Planning Director).**

**Motion made by Commissioner Hinojosa, motion finding not able to repair building or structure is unsafe and present condition is a violation of ordinances and cannot**

be correct without substantial reconstruction then declare the building or structure to be a public nuisance and order its demolition by owner/agenda/person in charge within 30 days, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Hinojosa, Alarcon, Lopez, Alvarez, Fugate voting "FOR".

**5. Consider condemnation of structure located at 502 W. Doddridge, Kingsville, Texas. (Economic Development and Interim Planning Director).**

No discussion or action taken on this condemnation.

**6. Consider condemnation of structure located at 513 W. Doddridge, Kingsville, Texas. (Economic Development and Interim Planning Director).**

Motion made by Commissioner Alarcon, motion finding not able to repair building or structure is unsafe and present condition is a violation of ordinances and cannot be correct without substantial reconstruction then declare the building or structure to be a public nuisance and order its demolition by owner/agenda/person in charge within 30 days, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Lopez, Alvarez, Hinojosa, Alarcon, Fugate voting "FOR".

**7. Consider condemnation of structure located at 711 W. Johnston, Kingsville, Texas. (Economic Development and Interim Planning Director).**

Motion made by Commissioner Alvarez, motion finding not able to repair building or structure is unsafe and present condition is a violation of ordinances and cannot be correct without substantial reconstruction then declare the building or structure to be a public nuisance and order its demolition by owner/agenda/person in charge within 30 days, seconded by Commissioner Lopez and Commissioner Alarcon. The motion was passed and approved by the following vote: Alvarez Honojosa, Alarcon, Lopez, Fugate voting "FOR".

**8. Consider condemnation of structure located at 515 E. Lee, Kingsville, Texas. (Economic Development and Interim Planning Director).**

Motion made by Commissioner Lopez, motion finding not able to repair building or structure is unsafe and present condition is a violation of ordinances and cannot be correct without substantial reconstruction then declare the building or structure to be a public nuisance and order its demolition by owner/agenda/person in charge within 30 days, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Hinojosa, Alarcon, Lopez, Alvarez, Fugate voting "FOR".

**9. Consider condemnation of structure located at 623 W. Ella, Kingsville, Texas. (Economic Development and Interim Planning Director).**

Motion made by Commissioner Hinojosa, motion finding not able to repair building or structure is unsafe and present condition is a violation of ordinances and cannot be correct without substantial reconstruction then declare the building or structure to be a public nuisance and order its demolition by owner/agenda/person in charge within 30 days, seconded by Commissioner Alarcon. The motion was passed and approved by the following vote: Alarcon, Lopez, Alvarez, Hinojosa, Fugate voting "FOR".

**10. Consider condemnation of structure located at 501 W. Ella, (2 structures), Kingsville, Texas. (Economic Development and Interim Planning Director).**

Motion made by Commissioner Alarcon, motion finding not able to repair building or structure is unsafe and present condition is a violation of ordinances and cannot be correct without substantial reconstruction then declare the building or structure to be a public nuisance and order its demolition by owner/agenda/person in charge

within 30 days, seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Lopez, Alvarez, Hinojosa, Alarcon, Fugate voting "FOR".

**11. Consider condemnation of structure located at 627 E. Ave. C, Kingsville, Texas. (Economic Development and Interim Planning Director).**

Motion made by Commissioner Alvarez, motion finding not able to repair building or structure is unsafe and present condition is a violation of ordinances and cannot be correct without substantial reconstruction then declare the building or structure to be a public nuisance and order its demolition by owner/agenda/person in charge within 30 days, seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Alvarez, Hinojosa, Alarcon, Lopez, Fugate voting "FOR".

**12. Consider condemnation of structure located at 228 W. Ave. A, Kingsville, Texas. (Economic Development and Interim Planning Director).**

Motion made by Commissioner Alarcon, motion finding not able to repair building or structure is unsafe and present condition is a violation of ordinances and cannot be correct without substantial reconstruction then declare the building or structure to be a public nuisance and order its demolition by owner/agenda/person in charge within 30 days, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Hinojosa, Alarcon, Lopez, Alvarez, Fugate voting "FOR".

**13. Discuss and consider accepting a monetary donation for the Train Depot Museum at the Tourism Department. (Tourism Director).**

Motion made by Commissioner Hinojosa to authorize accepting a monetary donation for the Train Depot Museum at the Tourism Department, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Alarcon, Lopez, Alvarez, Hinojosa, Fugate voting "FOR".

**14. Discuss and consider the introduction of an ordinance amending the Fiscal Year 2025-2026 Budget to accept and expend a donation for the Train Depot Museum at the Tourism Department. (Tourism Director).**

Introduction item.

**15. Discuss and consider accepting monetary donation from the Brookshire Foundation for Park summer programs and equipment. (Parks Director).**

Mrs. Susan Ivy, Parks Director, stated that this item will approve the acceptance of a monetary donation from the Brookshire Foundation for the Park Summer Programs and equipment.

Motion made by Commissioner Lopez to accept the monetary donation from the Brookshire Foundation for Park summer programs and equipment, seconded by Commissioner Alarcon. The motion was passed and approved by the following vote: Alvarez, Hinojosa, Alarcon, Lopez, Fugate voting "FOR".

**16. Discuss and consider the introduction of an ordinance amending the Fiscal Year 2025-2026 Budget to accept and expend the donation from the Brookshire Foundation for minor equipment and recreational programs. (Parks Director).**

Introduction item.

**17. Discuss and consider approving the removal of downtown planter at the southwest corner of 8<sup>th</sup> Street at Kleberg Avenue and evaluate bulb out adjustments/alternatives. (City Engineer).**

Mr. Sosa stated that the staff is recommending pulling this item to allow for more time to come up with a plan.

No discussion or action was taken.

**VI. Adjournment.**

As there was no further business to come before the City Commission, the meeting was adjourned at \_\_\_\_p.m.

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

**ATTEST:**

\_\_\_\_\_  
Mary Valenzuela, TRMC, CMC, City Secretary

# **CONSENT AGENDA**

# **AGENDA ITEM #1**

# **CITY OF KINGSVILLE**

P.O. BOX 1458 – KINGSVILLE, TX 78364



**Date:** May 18, 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 acceptance of \$5 donation to the 1904 Train Depot Museum.

## **Background**

The 1904 Train Depot Museum, managed by the Kingsville Visitors Center, received a letter from George Lewis, postmarked from New York, containing a \$5 cash donation with the intention "to help out with maintenance and all".

Full letter: "What a great museum you have! My wife and I stopped while we were vacationing in Corpus Christi. I wanted to do a little something to help out with maintenance and all. Keep it up!"

## **Financial Impact**

The donation would add \$5 to the Visitors Center Train Depot fund.

## **Recommendation**

Staff recommends approval to accept the \$5 donation to the 1904 Train Depot Museum.

**ORDINANCE NO. 2026-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2025-2026 BUDGET TO ACCEPT AND EXPEND A DONATION FOR THE TRAIN DEPOT MUSEUM AT THE TOURISM DEPARTMENT.**

**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#30**

<b>Dept No.</b>	<b>Dept Name</b>	<b>Account Name</b>	<b>Account Number</b>	<b>Budget Increase</b>	<b>Budget Decrease</b>
<b>Fund 002- Tourism</b>					
<u>Revenues-4</u>					
1070	Tourism	Donations	72030	\$5.00	
<u>Expenditures-5</u>					
1071	Tourism	Grounds & Perm Fixtures	59100	\$5.00	

[To amend the City of Kingsville FY 25-26 budget to appropriate, accept, and expend a donation of funds from a New York visitor, George Lewis, to help with maintenance at the Train Depot Museum. Funding will come from the donation 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 8th day of June 2026.

**PASSED AND APPROVED** on this the 29th day of June 2026.

**EFFECTIVE DATE:** \_\_\_\_\_

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# **AGENDA ITEM #2**

Budget Am. -  
Donations

City of Kingsville  
Parks & Recreation Department

**TO:** Mayor and City Commissioners  
**CC:** ~~Interim~~ City Manager, Charlie Sosa  
**FROM:** Susan Ivy, Parks Director  
**DATE:** May 27, 2026  
**SUBJECT:** Agenda Request – Request for Approval of Donation from Brookshire Foundation and associated Budget Amendment.

---

**Summary:** We are asking that Commission approve the receipt and associated Budget Amendment for a \$55,500.00 donation from Brookshire Foundation to Parks and Recreation.

**Background:** This donation is committed as follows:

\$ 20,000	Summer Camps, Summer Track and Summer Swim Team
\$ 9,248	Shade Structure over Baby Pool at Brookshire Pool
\$ 5,600	Mat Flooring for restrooms at Brookshire Pool
10,600	Recycled Tables for Pool and Splash Pad
2,145	Recycled Benches for Splash Pad
\$ 5,547	Projector/Screen for movies
2,047	Shipping allowance for tables chairs and shade
\$ 55,500	Total Request

**Financial Impact:** The will add \$23,892.00 to Minor Equipment line item 001-5-4513-21700 And \$18,000 to Rec Programs 001-5-4513-31499, \$1,000 to Summer Track and \$1000 to Swim Team and \$11,295 to 001-5-4503-71201 Parks Capital projects.

**Recommendation:** Approve the recommended Budget amendment.



City of Kingsville  
Parks & Recreation Department

1:32

5G

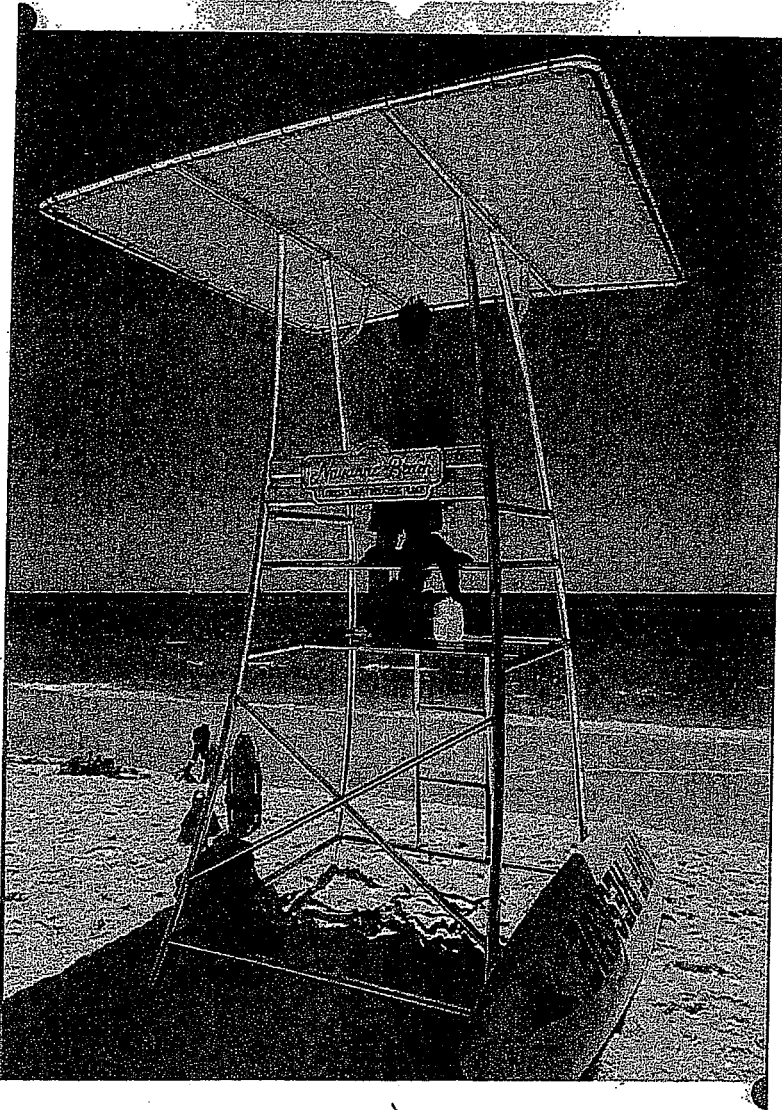
Photo

Done

Subscribe Sign In

Copy

Copy URL



The Navarro Beach Lifeguard program unveiled three



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



For information on events and facilities, visit [www.cityofkingsville.com/department/parks-recreation](http://www.cityofkingsville.com/department/parks-recreation)  
Email: [sivy@cityofkingsville.com](mailto:sivy@cityofkingsville.com)  
or follow us on Facebook  
Kingsville Parks and Recreation

**To: B.C. & Addie Brookshire Foundation**  
**From: Susan Ivy, Director of Parks & Recreation**  
**Date: May 7, 2026**  
**Subject: Request for Assistance**

Greetings Brookshire Board Members,

We are growing!!! Our summer program was full every day last year thanks to your generosity and that of our other Healthy Family Partners.

We have had so many requests for longer camp days to serve working families that we are, in fact, stretching our camps to all day this year. It will mainly affect our salaries for our summer staff but we are addressing that through other avenues. Our budget for the year is a little larger at **\$18,000.00**. This includes a bit more in supplies and transportation and the addition of STEAM educational elements in our programming. We would also like to repeat our request for **\$1000 each for Summer Track and Summer Swim Team**. A detail of our needs for camps is attached.

Our other needs at the Brookshire Pool include shade over the Baby Pool and protection from all the leaves that fall from the large Oak Tree right next to it. Some discussion about removing the tree but it has come with controversy. Still debating. **The shade structure is \$9248.00**

We also need to replace the **mat flooring** in the restroom area, shower and along several paths around the pool. The surfacing is wet and slippery in some areas and very hot to little feet in others. The matting helps with both of those issues. The rolls are 3 x 25' @ \$700 per roll and we need 200 feet totalling **\$5600.00**. While this is a little more pricy than the matting we have used before it is a much better quality.

Tables that we purchased several years ago that were powder coated are not holding up at the pool or parks either. We are looking at **recycled plastic tables** which will last much longer. We need 8 at the pool at a cost of **\$1370 each or \$10,960**. We would also like to get a **three recycled benches** for the splash pad as well. They are **\$715 each or \$2145**.

One last request is for a new projector for our outdoor movie nights. Brookshire Foundation bought our original setup at least 10 years ago and we have had great success and lots of community family nights using it. It is now in need of an upgrade. Our IT department is working on the specific equipment but has provided a cost estimate of **\$5,500 for projector and screen**. I will forward an attachment for this request next week for your consideration.

# 2026 SUMMER CAMP EXPENSES FOR 50 CAMPERS

Name	Summer Camp 2026	Department	PARKS AND RECREATION
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## FIELD TRIPS

Month	LOCATION	AMOUNT
JUNE	Corpus Christi Science & History Museum	\$750.00
JUNE	Kauffman Park, Riviera x 2	\$400.00
JUNE	Channel 3 Newsroom - Corpus Christi	\$100.00
JUNE	Alice Natatorium & water park	\$700.00
JULY	Texas State Park, Bob Birding Center	\$200.00
JULY	South Texas Botanical Gardens	\$400.00
JULY	Old Wetland Preserve & Learning Center	\$250.00
JULY	South Texas Museum of Asian Culture	\$350.00
JULY	NAS Kingsville	\$100.00
JULY	TAMUK Arts Department - pottery theatre	\$100.00
JULY	Jumping World - End of Year Trip	\$1900.00
<b>TOTAL</b>		<b>\$5250.00</b>

	FIELD TRIPS	LOCATIONS	AMOUNT
Transportation	MONTH	MILEAGE ROUND TRIP PLUS DRIVERS HOURS	
KISD BUS TRANSPORTATION	JUNE	Channel 3 news room = 100 miles	
	JUNE	Corpus Christi Science Museum & Asian Museum = 100 miles	
	JUNE/JULY	Community Spotlight day trips x 10 = 300 miles	
	JUNE	Kauffman Park, Riviera = 80 miles x 2 trips = 200 miles	
	JUNE	Bishop Arts Department = 30 miles	
	JUNE	Texas SeaLife Rescue = 110 miles	
	JUNE	El Grande Valley Birding Center = 200 miles	
	JULY	South Texas Botanical Gardens = 70 miles	
	JULY	Alice Natatorium & Water Park = 80 miles	
JULY	Old Wetland Preserve & Learning Center = 100 miles		
JULY	Jumping World Trampoline Park, Corpus Christi = 100 miles		
<b>MILEAGE AND HOURLY TRANSPORTATION TOTAL</b>			<b>\$3700.00</b>
ACTIVITIES/EXPENSES	DATE	SUPPLIES	
		Materials for projects, arts & crafts, STEM challenges, etc.	450.00
FEATHERS, FINS, FIRMS	JUNE/JULY	Safety goggles, picks, brushes, rock hammers, geology items, field collection tools, essentials and cleaning tools for exploration	400.00
BUILDERS AND BEYOND	JUNE/JULY	Batteries, plastic tubing, pvc piping, wooden dowels, crafter materials, sticks, straws, tape (duct, electrical)	400.00
KNIGHTS AND KINGDOMS	JUNE/JULY	Wooden quivers, wooden swords, costume materials, banner materials, musical instruments	400.00
SUPERHERO SPORTS MANIA	JUNE/JULY	Superhero Run - obstacles, zipies, climbers, materials, hoses, small pools, tarps, soap, extra sunscreen, ropes, tools	400.00
TRAINER ACADEMY	JUNE/JULY	Fishing supplies, obstacle course items, tennium supplies, small jars, field journals, mask making materials, assortment of balls, balloons, etc	350.00
WEATHER WIZARDS	JUNE/JULY	Map making materials, tornado jars, paints, rain sticks, pinwheels, rain gauges, indoor weather station materials	300.00
DRAMA AND DREAMS	JUNE/JULY	Canvases, updated art supplies, markers, paints, brushes, tie dye shirt materials, mosaics, plaster, modge podge, aprons, etc	300.00
FOOD:	JUNE/JULY	Breakfast bars, snacks, juices, waters, LUNCHES July 9 days	3000.00
MISCELLANEOUS:	Materials-	Supplies/ materials for STEM projects all summer! Nature Bags from Salt Bot Garden	1000.00 150.00
	Incidentals-	Sunscreen, bug spray, bandaids, batteries, first aid kits, paper towels, wet wipes, utensils, prizes, sanitizers	500.00
		Supplies/ materials for Rainbow Special Needs Camps	1000.00
<b>TOTAL</b>			<b>13000.00</b>

Kingsville Parks and Recreation  
Hieberg-Kennedy County AgriLife Extension

# ADVENTURE AWAITS! SUMMER CAMP 2026

DICK KIEBERG PARK RECREATIONAL BUILDING



MUST ATTEND 5 OR MORE CAMPS FOR END OF YEAR TRIP  
LUNCH PROVIDED DAILY BY KIDS \* SNACKS PROVIDED DAILY  
NUTRITION AND FITNESS ACTIVITIES TARGETING OBESITY  
AND DIABETES WILL OCCUR TWICE WEEKLY  
DRUG / ALCOHOL AND ANTI-BULLYING EDUCATION WILL BE ADDRESSED DAILY

AGES  
6-12  
\$20 PER  
CHILD DAILY

DRUG FREE  
CAMP

NO REFUND  
POLICY

EACH CAMP IS LIMITED TO 50 CAMPERS DAILY. PREREGISTRATION IS STRONGLY ENCOURAGED.

PRE-REGISTRATION AND CAMP PAYMENTS MAY BE MADE IN PERSON AT  
THE DICK KIEBERG PARK OFFICE \* 501 SANTIAGO PARK BLVD.  
OR PHONE AT:

CONTACT KINGSVILLE PARKS DEPARTMENT 361-221-8705 OR EXTENSION OFFICE 361-586-8500

SPONSOR LIST:

- E.C. & Acids
- Breakers Foundation
- Driscoll
- Kingmaker's
- Lyto Floor
- Walmart
- AgriLife Extension
- Various other local businesses and organizations.

THE STATE OF TEXAS  
COUNTY OF KENNEDY  
I, \_\_\_\_\_, County Clerk, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County Clerk's Office.  
WITNESSED my hand and the seal of the County Clerk's Office this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF KINGSVILLE PARKS & RECREATION  
KLEBERG-KENEDY COUNTY AGRILIFE EXTENSION

# Summer CAMP

## ADVENTURE AWAITS!

 **7 WEEKS**  
of themed  
summer fun!

 **8:00 AM - 5:00 PM**

 **3 DAYS**  
Per Week  
Tue, Wed, Thur

### WEEK 1



**TRAINER ACADEMY:  
CREATURE QUEST**



Train, Explore, and complete  
creature-themed challenges!

### WEEK 2



**WEATHER  
WARRIORS**



Discover storms, sunshine,  
and the power of nature  
through exciting activities.

### WEEK 3



**KNIGHTS &  
KINGDOMS**



Enter a world of castles,  
dragons, quests, and royal  
adventures!

### WEEK 4



**SUPERHERO  
MANIA**



Train like a hero with missions,  
obstacle courses, and team  
challenges.

### WEEK 5



**DRAMA &  
DREAMS**



Act, create, and bring stories  
to life through imagination  
and performance.

### WEEK 6



**FEATHERS,  
FINS & FURS**

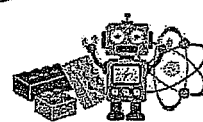


Explore amazing animals from  
land, sea, and sky through  
hands-on discovery.

### WEEK 7



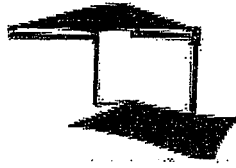
**BUILD &  
BEYOND**



Design, build, and create  
through STEM-inspired  
challenges and inventions.

**REGISTRATION BEGINS SOON! CAMP STARTS JUNE 2ND!**

**KINGSVILLE PARKS OFFICE 361-221-8705**



## **Hanging Cantilever Shade**

**66786**

3 sizes available. 8' height and sizes ranging from 10' x 20' to 14' x 24'

### **Product Line:**


ParkSite

### **Ages:**

All | 2-5 | 5-12

### **Price:**

\$9,248

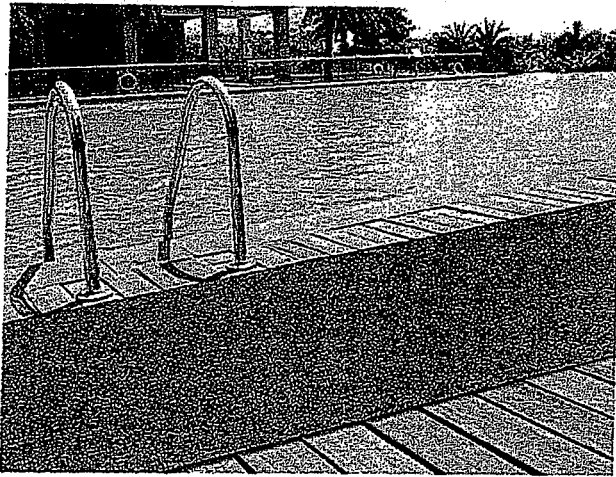
 [Add To Quote](#)

 [Contact Consultant](#)

### **Download options:**

[Product Flyer →](#)

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**VINYL LOOP MATS**

Textured spaghetti loop design provides padding and prevents slips.

- Recommended for locker rooms, clubhouses and pools.
- Spray down for quick cleaning. Resists mildew.
- No backing allows for quick drainage.
- Trim to desired size with utility knife.



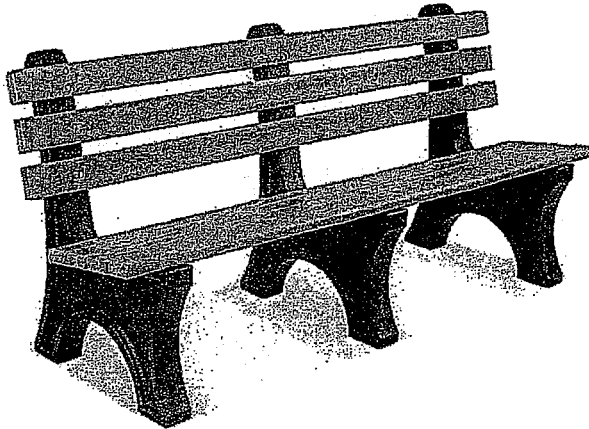
**VINYL LOOP MATS**

MODEL NO.	SIZE	THICKNESS	PRICE PER ROLL			ADD TO CART
			1	3	6+	
H-7914	3 x 25'	3/8"	\$721	\$700	\$680	Specify Color

SHIPS VIA MOTOR FREIGHT



## Recycled Plastic Bench with Back - 6', Cedar



[More Images & Video](#)

Virtually maintenance free! Recommended for warehouse patios, campgrounds, schools and parks.

- 100% recycled UV-protected plastic won't rot, splinter or crack. Withstands harsh weather.
- Natural-looking wood material never needs sanding, sealing, painting or staining.
- Durable 2" thick planks pre-drilled for easy assembly.
- Comfortable and durable.
- Mounting Hardware sold separately.

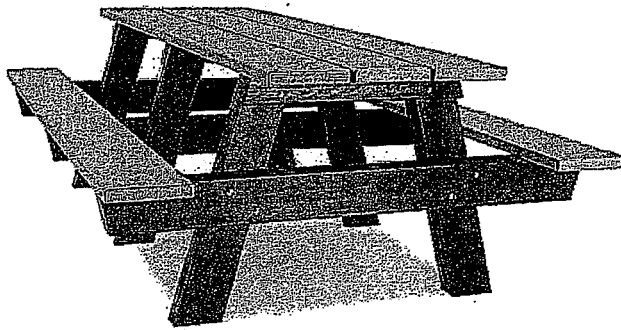
SPECIFY COLOR:



MODEL NO.	DESCRIPTION	SIZE L x W x H	WT. (LBS.)	PRICE EACH		COLOR	ADD TO CART	
				1	3+		1	ADD
H-2888C	6' with Back	72 x 25 x 34"	160	\$750	\$715	<input checked="" type="checkbox"/> Cedar ▾	<input type="text" value="1"/>	<input type="button" value="ADD"/>

DROP SHIPS IN 2 DAYS UNASSEMBLED VIA MOTOR FREIGHT

## A-Frame Recycled Plastic Picnic Table - 8', Cedar



Virtually maintenance free! Recommended for warehouse patios, campgrounds, schools and parks.

- 100% recycled UV-protected plastic won't rot, splinter or crack. Withstands harsh weather.
- Natural-looking wood material never needs sanding, sealing, painting or staining.
- Durable 2" thick planks pre-drilled for easy assembly.
- Classic picnic table style.
- Mounting Hardware sold separately.

[More Images & Video](#)

SPECIFY COLOR:

MODEL NO.	DESCRIPTION	SIZE L x W x H	WT. (LBS.)	PRICE EACH		COLOR	ADD TO CART	
				1	3+			ADD
H-2564C	8' A-Frame	96 x 61 x 30"	350	\$1,420	\$1,370	<input checked="" type="checkbox"/> Cedar ▾	<input type="text"/>	ADD

DROP SHIPS IN 2 DAYS UNASSEMBLED VIA MOTOR FREIGHT

**ORDINANCE NO. 2026-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2025-2026 BUDGET TO ACCEPT AND EXPEND THE DONATION FROM THE BROOKSHIRE FOUNDATION FOR MINOR EQUIPMENT AND RECREATIONAL PROGRAMS.**

**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#31**

<b>Dept No.</b>	<b>Dept Name</b>	<b>Account Name</b>	<b>Account Number</b>	<b>Budget Increase</b>	<b>Budget Decrease</b>
<b>Fund: 001 – General Fund</b>					
<u>Revenues</u>					
4513	Parks	Donations	72030	\$55,500.00	
<u>Expenditures</u>					
4503	Parks	Park Capital Projects	71201	\$11,295.00	
4513	Parks	Minor Equipment	21700	\$24,205.00	
4513	Parks	Summer Track	31496	\$1,000.00	
4513	Parks	Swim Team	31497	\$1,000.00	
4513	Parks	Recreational Programs	31499	\$18,000.00	

[To amend the City of Kingsville FY 25-26 budget to accept and expend the donation from the Brookshire Foundation for minor equipment and recreational programs. Funding for this will come from the donation 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 8th day of June 2026.

**PASSED AND APPROVED** on this the 29th day of June 2026.

**EFFECTIVE DATE:** \_\_\_\_\_

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# **AGENDA ITEM #3**



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MEMORANDUM

---

TO: Charlie Sosa, City Manager  
FROM: Leticia Salinas, Interim Finance Director/Accounting Manager  
DATE: June 5, 2026  
SUBJECT: Audit Engagement Letter

---

**Summary:**

This item authorizes the acceptance of the audit engagement letter from John Womack and Company for audit services FY 25-26.

**Background:**

The estimated fees for services are \$112,500-\$124,500 and will include:

- The financial audit of the City, GASB34 and GFOA report presentation, capital assets, state and federal grant audit requirements for the Single Audit, the Retirement System and OPEB disclosure reporting requirements for GASB 68 and 75.

There will be an additional \$3,500-\$5,500 if a state audit is required plus out-of-pocket (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.)

All fees will be budgeted in General Fund 001 and Utility Fund 051 in equal amounts.

Interim work shall begin October 2026, and the Audit Report will be finished and submitted to GFOA by March 31, 2027.

**Recommendation:**

Staff recommend the approval of the audit engagement letter from John Womack and Company.

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

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ENGAGEMENT LETTER AGREEMENT BETWEEN THE CITY OF KINGSVILLE, TEXAS AND JOHN WOMACK & CO., P.C. FOR THE 2025-2026 FISCAL YEAR AUDIT; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

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

I.

**THAT** the City Manager is authorized and directed as an act of the City of Kingsville, Texas to enter into an Engagement Letter Agreement Between John Womack & Co., P.C. and the City of Kingsville, Texas for the 2025-2026 Fiscal Year audit 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 29th day of June, 2026.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

JOHN WOMACK & CO., P.C.  
CERTIFIED PUBLIC ACCOUNTANTS

JOHN L. WOMACK, CPA  
MARGARET KELLY, CPA

P.O. BOX 1147  
KINGSVILLE, TEXAS 78364  
(361) 592-2671  
FAX (361) 592-1411

May 12, 2026

To the Mayor and City Commission  
City of Kingsville  
P. O. Box 1458  
Kingsville, Texas 78364

We are pleased to confirm our understanding of the services we are to provide for City of Kingsville for the year ended September 30, 2026.

**Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of City of Kingsville as of and for the year ended September 30, 2026. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Kingsville's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Kingsville's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary Comparison Information.



3. Schedule of the City's Proportionate Share of the Net Pension Liability.
4. Schedule of City Pension Contributions.
5. Schedule of the City's Proportionate Share of the Net OPEB Liability.
6. Schedule of City OPEB Contributions.

We have also been engaged to report on supplementary information other than RSI that accompanies City of Kingsville's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1. Schedule of expenditures of federal awards.
2. Combining and Individual Nonmajor Fund Financial Statements.

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1. Introductory Sections.
2. Statistical Sections.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and Government Auditing Standards will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the

aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

#### **Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions,

there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

As part of this communication, we have not identified any significant risks of material misstatement. However, planning has not concluded, and modifications may be made. If new significant risks are identified after the date of this initial communication, for example during the course of fieldwork, we will communicate them to those charged with governance in a timely manner, in writing.

Our audit of financial statements does not relieve you of your responsibilities.

### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Kingsville's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB *Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Kingsville's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on City of Kingsville's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

### **Responsibilities of Management for the Financial Statements and Single Audit**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial

statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on October 19, 2026.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the

**Uniform Guidance.** You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read

the information contained in those sites or to consider the consistency of other information on the website with the original document.

### **Other Services**

We will also assist in preparing the financial statements, depreciation schedules (if needed) using your assigned life and depreciation method, schedule of expenditures of federal awards, and related notes of City of Kingsville in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, depreciation schedules (if needed) using your assigned life and depreciation method, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, depreciation schedules (if needed) using your assigned life and depreciation method, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, depreciation schedules (if needed) using your assigned life and depreciation method, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, depreciation schedules (if needed) using your assigned life and depreciation method, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, Patrick L. Moore, CPA, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Engagement Administration, Fees, and Other**

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We

will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate. We will not undertake any accounting services (including but not limited to reconciliation of accounts and preparation of requested schedules) without obtaining approval through a written change order or additional engagement letter for such additional work.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of John Womack & Co., P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to cognizant agencies or their designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of John Womack & Co., P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the cognizant agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

John L. Womack is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately October 19, 2026. To ensure that John Womack & Co., P.C.'s independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Our fee of \$112,500 to \$124,500 will be for the following services: the financial audit of the City, GASB 34 and GFOA report presentation, capital assets, state and federal grant audit requirements for the Single Audit, the Retirement System of OPEB disclosure reporting requirements for GASB 68 and 75, plus an additional \$3,500 to \$5,500 if a state single audit is required plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.). Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter, and our fees will be adjusted accordingly.

As an attest client, John Womack & Co., P.C. cannot store your documents, data, or records on your behalf because doing so will impair John Womack & Co., P.C.'s independence. This is in accordance with the "Hosting Services" interpretation at ET 1.295.143 of the *AICPA Code of Professional Conduct*. City of Kingsville is solely responsible for maintaining its own data and records.

### **Limitation on Liability**

In the unlikely event that differences concerning our services or fees should arise that are not resolved by mutual agreement, to facilitate judicial resolution and save time and expense of both parties, the City agrees to participate in mediation, under the Commercial Mediation Rules of the American Arbitration Association, before any claim is asserted.

In the event that John Womack & Co., P.C. is found to be negligent in provision of any services covered by this agreement which result in damage to the City, John Womack & Co., P.C.'s liability to the City will be limited to actual damages or losses incurred by the City. John Womack & Co., P.C. will not be liable to the City for any punitive damages.

### **Reporting**

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to Management and the Governing Board of the City of Kingsville, which will also address other information in accordance with AU-C 720, *The Auditor's Responsibilities Relating to Other Information Included in Annual Reports*. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue reports, or withdrawing from the engagement.

You have engaged us to include in our report a section that discusses key audit matters, if any, identified during our audit. Key audit matters are matters that are communicated or required to be communicated to those charged with governance that were, in the auditor's professional judgment, of most significance to the audit of the financial statements of the current period. Key audit matters may involve, among other things, areas of higher assessed risk of material misstatement or significant identified risks; areas that required significant auditor judgment, such as accounting estimates or other areas subject to a high degree of estimation uncertainty; or the effect of significant events or transactions in the current period. For each key audit matter identified in our report, our report will describe the primary reason(s) we designated it as a key audit matter, how it was addressed in the audit, and refer to the financial statement account(s) or disclosure(s) related to it. The communication of key audit matters does not alter in any way our opinion on the financial statements, taken as a whole. If our audit does not identify any key audit matters, our audit report will state that conclusion.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

You have requested that we provide you with a copy of our most recent external peer review report and any subsequent reports received during the contract period. Accordingly, our 2023 peer review report accompanies this letter.

We appreciate the opportunity to be of service to City of Kingsville and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Sincerely,

  
John Womack & Co., P.C.

**RESPONSE:**

This letter correctly sets forth the understanding of City of Kingsville.

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_



**MWH GROUP**  
CERTIFIED PUBLIC ACCOUNTANTS  
CONSULTANTS

**Report on the Firm's System of Quality Control**

May 31, 2023

To the Owner of John Womack & Co., P.C.  
and the Peer Review Committee of the Texas Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of John Womack & Co., P.C. (the firm) in effect for the year ended August 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards):

A summary of the nature, objectives, scope, limitation of, and the procedures performed in a System Review as described in the standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

**Firm's Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

**Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

**Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

**Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of John Womack & Co., P.C., in effect for the year ended August 31, 2022, has been suitable designed or complied with to provide the firm with reasonable assurance of performing the reporting in conformity with applicable standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. John Womack & Co., P.C. has received a peer review rating of *pass*.

MWH Group, P.C.

MWH Group, PC

# **REGULAR AGENDA**

# **AGENDA ITEM #4**

# **CITY OF KINGSVILLE**

P.O. BOX 1458 – KINGSVILLE, TX 78364



**Date: June 10, 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 sponsor the 2026 Fourth of July festivities held by Kleberg County and approval of the Tourism Department Budget Amendment for the sponsorship.

## **Background**

The County and City are working together again this year to create a fun, family oriented Fourth of July celebration at Dick Kleberg Park, the JK Northway, and downtown. The sponsorship funds will benefit the annual cricket tournament held at the park as well as the rodeo hosted by DRH Cattle Company.

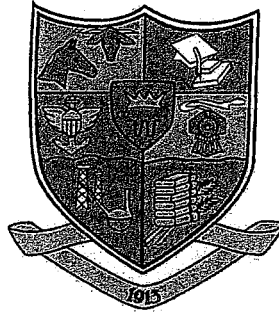
## **Financial Impact**

The sponsorship is in the amount of \$10,000 and will come from the Tourism Special Events & Festivals line item (after a budget amendment for those funds from the Tourism Unappropriated Fund Balance). This sponsorship will see the City logo included on all flyers and creative assets associated with the event.

## **Recommendation**

Staff recommends approval to authorize the Tourism Department to sponsor the annual Fourth of July festivities in the amount of \$10,000 and approve the Tourism Department Budget Amendment for the sponsorship.

**RUDY MADRID**  
County Judge



Kleberg County  
P.O. Box 752  
Kingsville, Texas 78364-0752  
Phone: (361) 595-8585  
Fax: (361) 592-0838  
E-mail: rmadrid@co.kleberg.tx.us

**COUNTY of KLEBERG**  
KINGSVILLE, TEXAS

May 21, 2026

I am excited to invite you to be part of our Second Annual Community 4th of July Festival.

Kleberg County is currently seeking sponsors to help make this event a success. The festival will be completely free for the residents of Kingsville, Kleberg County, and the surrounding communities. The day's festivities will include a parade, cricket tournament, car show, rodeo, carnival, live music, and will conclude with a fireworks display.

All proceeds from sponsorships will directly support our skilled training facility, developed in partnership with Texas A&M University-Kingsville. These funds will help provide academic opportunities for newly enrolled students, strengthening our local workforce. We sincerely appreciate your continued support and commitment to our community. Your involvement plays a vital role in helping us provide essential skills training that will benefit generations to come.

For sponsorship details, please contact my Chief of Staff, Frances Garcia, at (361) 595-8585 or (361) 455-2840. You may also mail sponsorship contributions to:

Rudy Madrid, County Judge, P.O. Box 752, Kingsville, TX 78364

Please make checks payable to "Kleberg County" and include "Fourth of July Sponsorship" in the memo line.

Thank you again for your dedication to our community. We look forward to partnering with you on this special event.

Rudy Madrid

**Diamond Sponsor: \$10,000.00** \_\_\_\_\_

**Platinum Sponsor: \$ 5,000.00** \_\_\_\_\_

**Gold Sponsor: \$ 3,000.00** \_\_\_\_\_

**Silver Sponsor: \$ 1,000.00** \_\_\_\_\_

KINGSVILLE, TX

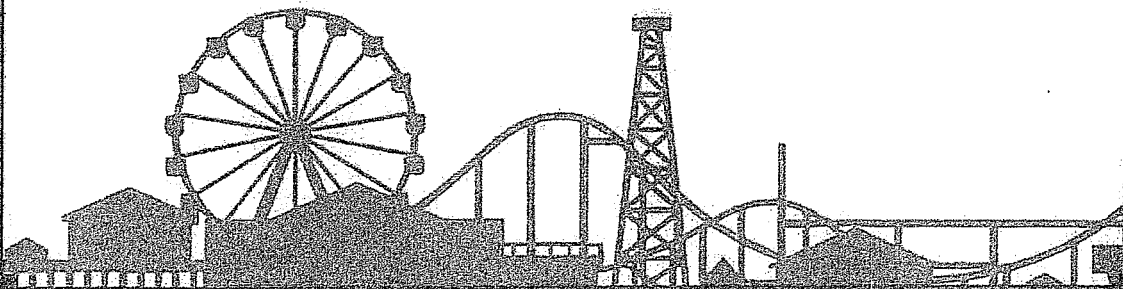
# INDEPENDENCE DAY CELEBRATION!

Saturday, July 4, 2026

JK Northway Expo Center & Dick Kleberg Park

FIREWORK SHOW ★ RODEO  
VENDORS ★ CARNIVAL RIDES  
FOOD TRUCKS ★ LIVE MUSIC  
★ AND SO MUCH MORE! ★

Come out and enjoy some FREE family fun as we  
celebrate America and Kingsville's birthday!



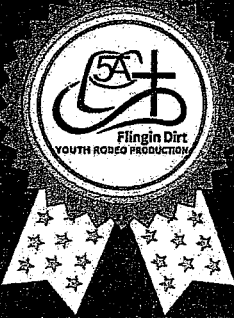
**FLINGIN' DIRT YOUTH RODEO PRODUCTION**

PRESENTS

**KLEBERG COUNTY  
FOURTH  
JULY**

**YOUTH RODEO**

PRODUCED BY:  
DRH CATTLE COMPANY



**SATURDAY, 4 JULY**  
RODEO AT 09:00AM - 12:00PM  
BOOKS OPEN 7AM - 8:30AM  
EXPOS 7AM - 8:30AM

JK NORTHWAY EXPOSITION CENTER  
KINGSVILLE, TX

**BARRELS**

0-9  
10-14  
15-18

**LEADLINE**

0-6  
Prizes  
1st Saddle  
2-5<sup>th</sup> Buckles

**POLES**

0-9  
10-14  
15-18

Registration & Payment Deadline

June 30, 2026

No Payments Day of Rodeo!

Walkup Fee \$75

Western Wear Dress Code Enforced:

Boots, Jeans, & Button Up Shirt!

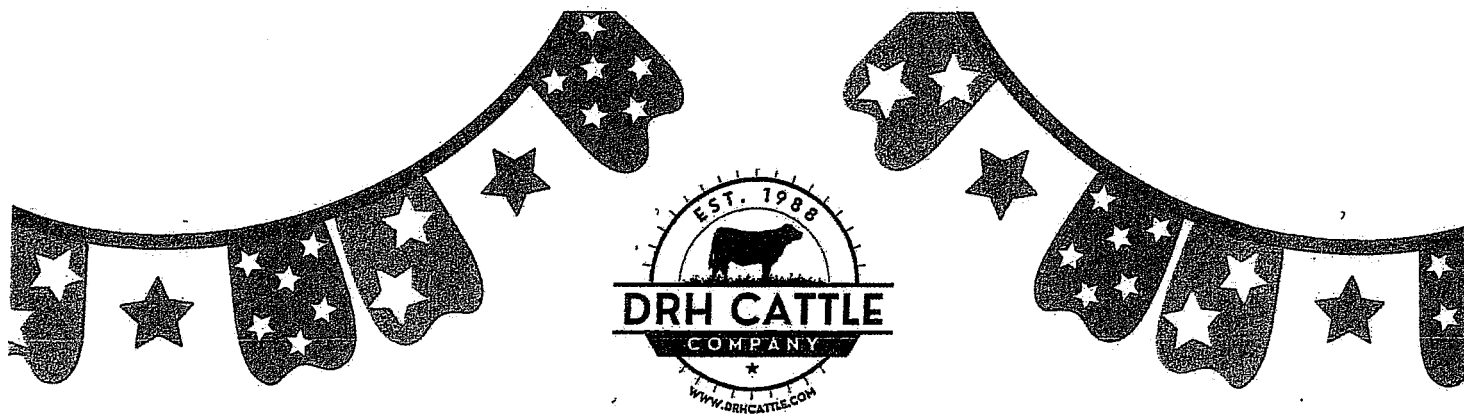
NEGATIVE COGGINS REQUIRED

REGISTRATION  
OPENS  
MARCH  
15TH

Prizes  
Buckles  
Saddle Pads  
Breast Collars



QUESTIONS:  
DANIEL (956) 369 - 0198



We're happy to announce  
that DRH CATTLE CO will bring

**YOUTH & OPEN  
BULL RIDING  
& Youth Rodeo**

to this years

*Kleberg County*

**FOURTH  
of  
JULY**

*Celebrations*

The American Spirit Lives in  
the Arena.

[www.drhcattle.com](http://www.drhcattle.com)

DRH CATTLE CO  
PRESENTS

KLEBERG COUNTY

BULL

BASH

GET READY FOR A DAY FULL OF  
FIREWORKS, FOOD, CARNIVAL,  
BARRELS AND BULLS!

SATURDAY, JULY 4 @ 2PM

JK NORTHWAY EXPOSITION CENTER  
KINGSVILLE, TX

OPEN 19+ - \$130

JUNIORS 15 - 18 \$120

MINIS 10 - 14 \$110

GIRLS STEERS 10 - 18 \$100

STEERS 0 - 9 \$100

STOCK PROVIDED BY:  
DRH CATTLE CO.  
FILTHY 5  
DSU ROUGHSTOCK  
DRAGGIN M3 BUCKING BULLS

ADDED MONEY  
\$1000 TO OPEN  
\$800 TO JUNIORS  
\$500 TO MINIS

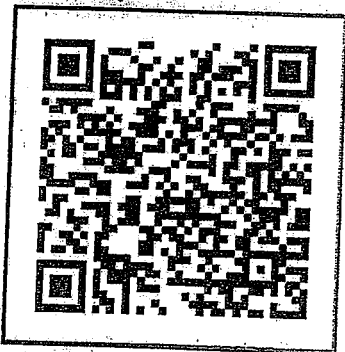
MUTTON BUSTIN' \$100  
6 & UNDER OR 55LBS & LESS  
BUCKLES 1<sup>ST</sup> & 2<sup>ND</sup>

PRE-ENTRY ONLY  
PAYMENT DUE JULY 1ST

WWW.DRHCATTLE.COM

DANIEL (956) 369 - 0198

BUCKLES & CASH  
1<sup>ST</sup>  
IN EACH DIVISION



DRHYRA



DRH YOUTH RODEO ASSOCIATION



South TX NBHA

TX27 + TX29 + TX35  
DRHYRA

**NBHA BARREL RACE**

Districts: TX27, TX29, & TX35



**July 4, 2026 at 12 PM**

at JK Northway Exposition Center in Kingsville, TX



**Registration Now Open!!**

**\$100**  
Added to each  
Youth & Teen

**Entry Fees**  
Prices Per Horse

Youth 13 & Under : \$35

Teen 14 - 18 : \$45

Senior 50 + : \$55

Open : \$55

Expos: \$5

Office Fee: \$20

Non Member Fee: \$10

**100%**  
Payout

**\$500**  
Added to Open

Buckles  
10 Winners

Western Wear Dress Code Enforced:  
Boots, Jeans, & Button Up Shirt!



**2026 Membership Registration Now Open**

NBHA Membership Required For Our Sanctioned Races  
NBHA Membership Fees

Adult : \$65 | 18 & Under : \$50

Memberships purchased through nbha.com



NBHA Rules Applied  
Age as of January 1, 2026



Questions: [stxnba@drhyra.org](mailto:stxnba@drhyra.org)  
District Director: Daniel (956) 369 - 0193  
[www.drhyra.org/nbha](http://www.drhyra.org/nbha)

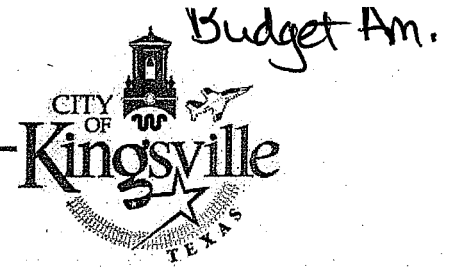
**NO NBHA WORK HOURS OR POINTS REQUIRED!**

**#Sanctioned!**  
**NEGATIVE COGGINS REQUIRED**

# **AGENDA ITEM #5**

# CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



**Date: June 10, 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 sponsor the 2026 Fourth of July festivities held by Kleberg County and approval of the Tourism Department Budget Amendment for the sponsorship.

## **Background**

The County and City are working together again this year to create a fun, family oriented Fourth of July celebration at Dick Kleberg Park, the JK Northway, and downtown. The sponsorship funds will benefit the annual cricket tournament held at the park as well as the rodeo hosted by DRH Cattle Company.

## **Financial Impact**

The sponsorship is in the amount of \$10,000 and will come from the Tourism Special Events & Festivals line item (after a budget amendment for those funds from the Tourism Unappropriated Fund Balance). This sponsorship will see the City logo included on all flyers and creative assets associated with the event.

## **Recommendation**

Staff recommends approval to authorize the Tourism Department to sponsor the annual Fourth of July festivities in the amount of \$10,000 and approve the Tourism Department Budget Amendment for the sponsorship.

**ORDINANCE NO. 2026-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2025-2026 BUDGET TO APPROPRIATE FUNDS FOR THE 2026 INDEPENDENCE DAY CELEBRATION.**

**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#32

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
<b>Fund 002- Tourism</b>					
<u>Expenditures-5</u>					
1071	Tourism	Special Events & Festivals	31441	\$10,000	

[To amend the City of Kingsville FY 25-26 Budget to appropriate funds for 2026 Independence Day Celebration. 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 the 29<sup>th</sup> day of June, 2026.

**PASSED AND APPROVED** on the 13<sup>th</sup> day of July, 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  
Parks & Recreation Department**

**TO: Mayor and City Commissioners**

**CC: Interim City Manager, Charlie Sosa**

**FROM: Susan Ivy, Parks Director**

**DATE: June 9, 2026**

**SUBJECT: Agenda Request –Resolution to authorize the application of a grant application to Texas Parks and Wildlife for improvements to Brookshire #1 Park**

---

**Summary: We are asking that Commission approve a resolution authorizing the application of a grant application to Texas Parks and Wildlife for improvements to Brookshire #1 Park.**

**History: The Playground at Brookshire #1 – behind Gillette School – was removed last year due to unsafe conditions. This park serves a low-income housing development and large residential area and a middle school next to it. The park has almost no amenities in it now so a playground, swings, picnic tables and grills would be a great addition to the park. A quote is attached for the installation of a playground set totaling \$181,287.33. With the addition of some additional amenities the project total would be \$220,000.00TPWD would provide 50% of the funding leaving a match of \$110,000.00\_ required to be committed by City of Kingsville. We will however be reaching out to some other sources for assistance with the match.**

**The grant due date is August 3, 2026.**

**Susan**

**Ps this is a County owned park. Brookshire #1**

**I have a copy of a sample resolution to guide us with that.**

**Financial Impact: This grant would add \$220,000 in improvements to the value of parks in Kingsville and would require the commitment of funds for match depending on the wishes of Commission.**

**Recommendation: Approve the resolution to authorize the grant application, assure that the City is eligible for application, authorize the representative for the City and assure the funds are available for the match.**





**Local Park Grant Program  
Resolution Authorizing Application**

A resolution of the City of Kingsville, Texas as hereinafter referred to as "Applicant," designating certain officials as being responsible for, acting for, and on behalf of the Applicant in dealing with the Texas Parks & Wildlife Department, hereinafter referred to as "Department," for the purpose of participating in the Local Park Grant Program, hereinafter referred to as the "Program"; certifying that the Applicant is eligible to receive program assistance; certifying that the Applicant matching share is readily available; and dedicating the proposed site for permanent (or for the term of the lease for leased property) public park and recreational uses.

**WHEREAS**, the Applicant is fully eligible to receive assistance under the Program; and

**WHEREAS**, the Applicant is desirous of authorizing an official to represent and act for the Applicant in dealing with the Department concerning the Program;

**BE IT RESOLVED BY THE APPLICANT:**

**SECTION 1:** That the Applicant hereby certifies that they are eligible to receive assistance under the Program, and that notice of the application has been posted according to local public hearing requirements.

**SECTION 2:** That the Applicant hereby certifies that the matching share for this application is readily available at this time.

**SECTION 3:** That the Applicant hereby authorizes and directs the Director Of Parks & Recreation to act for the Applicant in dealing with the Department for the purposes of the Program, and that Susan Ivy is hereby officially designated as the representative in this regard.

**SECTION 4:** The Applicant hereby specifically authorizes the official to make application to the Department concerning the site to be known as Brookshire Park #1 in the City of Kingsville, Texas or use as a park site and is hereby dedicated (or will be dedicated upon completion of the proposed acquisition) for public park and recreation purposes in perpetuity (or for the lease term, if legal control is through a lease). Projects with federal monies may have differing requirements.

Introduced, read and passed by an affirmative vote of the "Applicant" on this \_\_\_ day of June, 2026.

\_\_\_\_\_  
Signature of Local Government Official

Sam R. Fugate, Mayor of the City of Kingsville, Texas  
\_\_\_\_\_  
Typed Name and Title

**ATTEST:**

\_\_\_\_\_  
Signature

Mary Valenzuela, City Secretary of the City of Kingsville, Texas  
\_\_\_\_\_  
Typed Name and Title

## TPWD Grant Budget

Project	Estimated Budget
Playground Installation	\$ 181,287.33
Additional Picnic Tables, pads, shade and grills	\$ 20,000.00
Shade Trees/drip irrigation	\$ 10,000.00
Signage Temp & Perm	\$ 2,000.00
Rain Garden	6,712.67
	\$ 220,000.00



Brookshire Park # 1  
 400 West King Avenue  
 Kingsville, TX 78363  
 PPS of South Texas



This play equipment is recommended for children ages:  
 2-5 or 5-12  
 Minimum Area Required:  
 101'-4" X 49'-5"

Scale: NTS  
 This drawing can be scaled only when in an 11" X 17" format

Drawn By:  
**Sheena Collar**  
 Date:  
 3/11/2026  
 Quote Number:  
 803-182311

**play & park structures**  
 644 Chestnut Street  
 Chattanooga, TN 37402  
 800-727-1807 / www.playandpark.com



**Total Play Components**  
 Elevated Play Components Accessible by Ramp: 0  
 Elevated Components Accessible by Transfer: 6  
 Accessible Ground Level Components Shown: 13  
 Different Types of Ground Level Components: 5

20	7	0	Req. 0
0	0	6	Req. 4
13	6	13	Req. 2
5	5	5	Req. 2

User Capacity: 60-70  
 Critical Fall Height: 8'-0"



Top View drawings and measurements are for overall site and structure appearance purposes. Top view should not be conceived as a construction detail; therefore, all measurements and slope requirements should be field verified prior to construction.  
**IMPORTANT:** Never install play equipment over hard, unresilient surfaces such as asphalt, concrete, or compacted earth. It is the owner's responsibility to ensure the "minimum area required" contains an appropriate amount of resilient material to cushion accidental falls.

Brookshire Park # 1  
 400 West King Avenue  
 Kingsville, TX 78363  
 PPS of South Texas



This play equipment is recommended for children ages:  
 2-5 or 5-12  
 Minimum Area Required:  
 101'-4" x 49'-5"

Scale: NTS  
 This drawing can be scaled only when in an 11" x 17" format

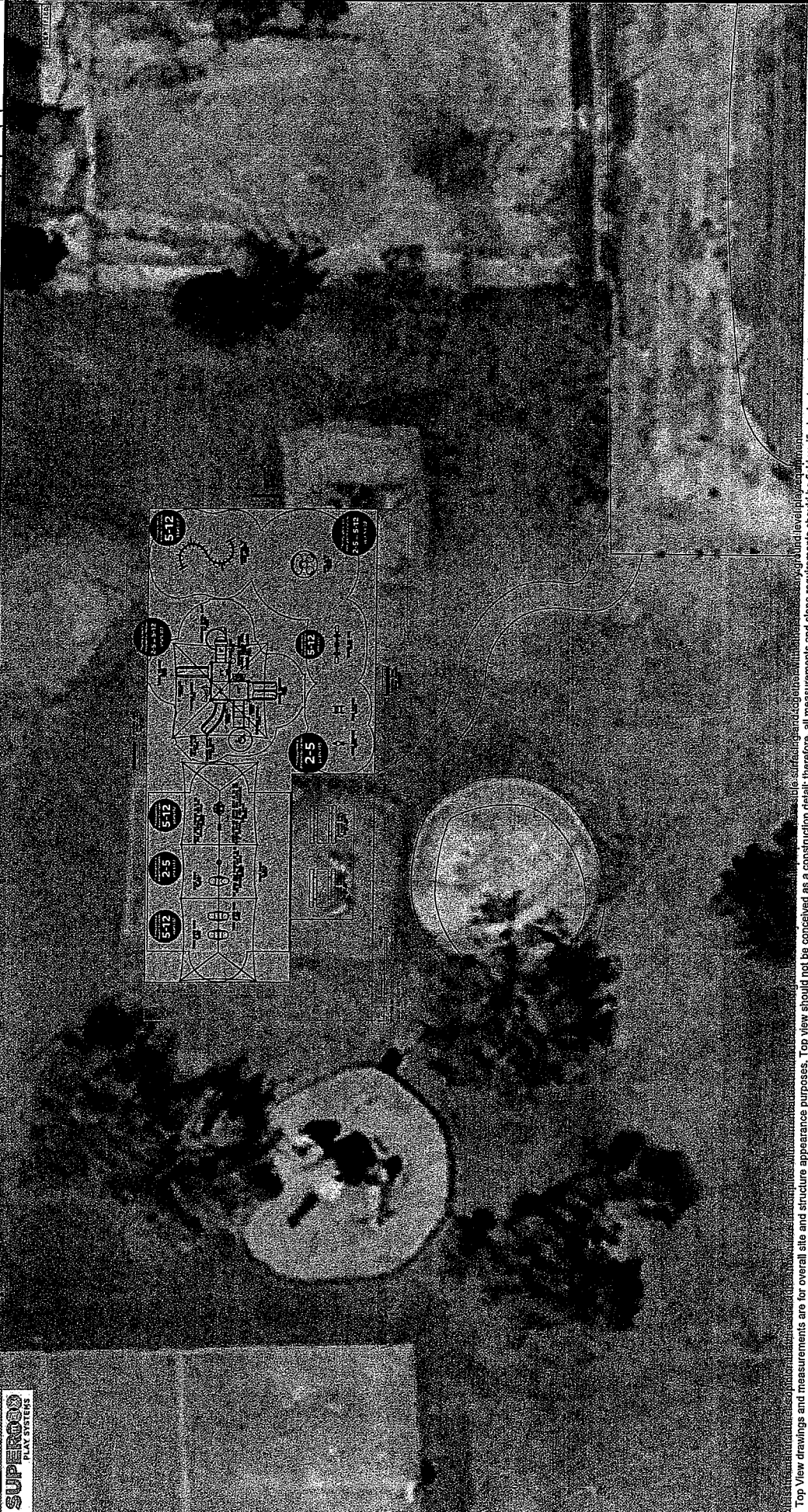
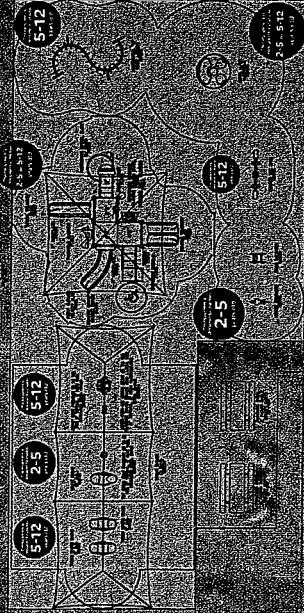
Drawn By:  
 Sheena Collier  
 Date:  
 3/11/2026  
 Quote Number:  
 803-182311

**play&park structures**  
 PLAY STRUCTURES  
 544 Chestnut Street  
 Clovis, TX 77402  
 800-725-1807 / www.playandpark.com

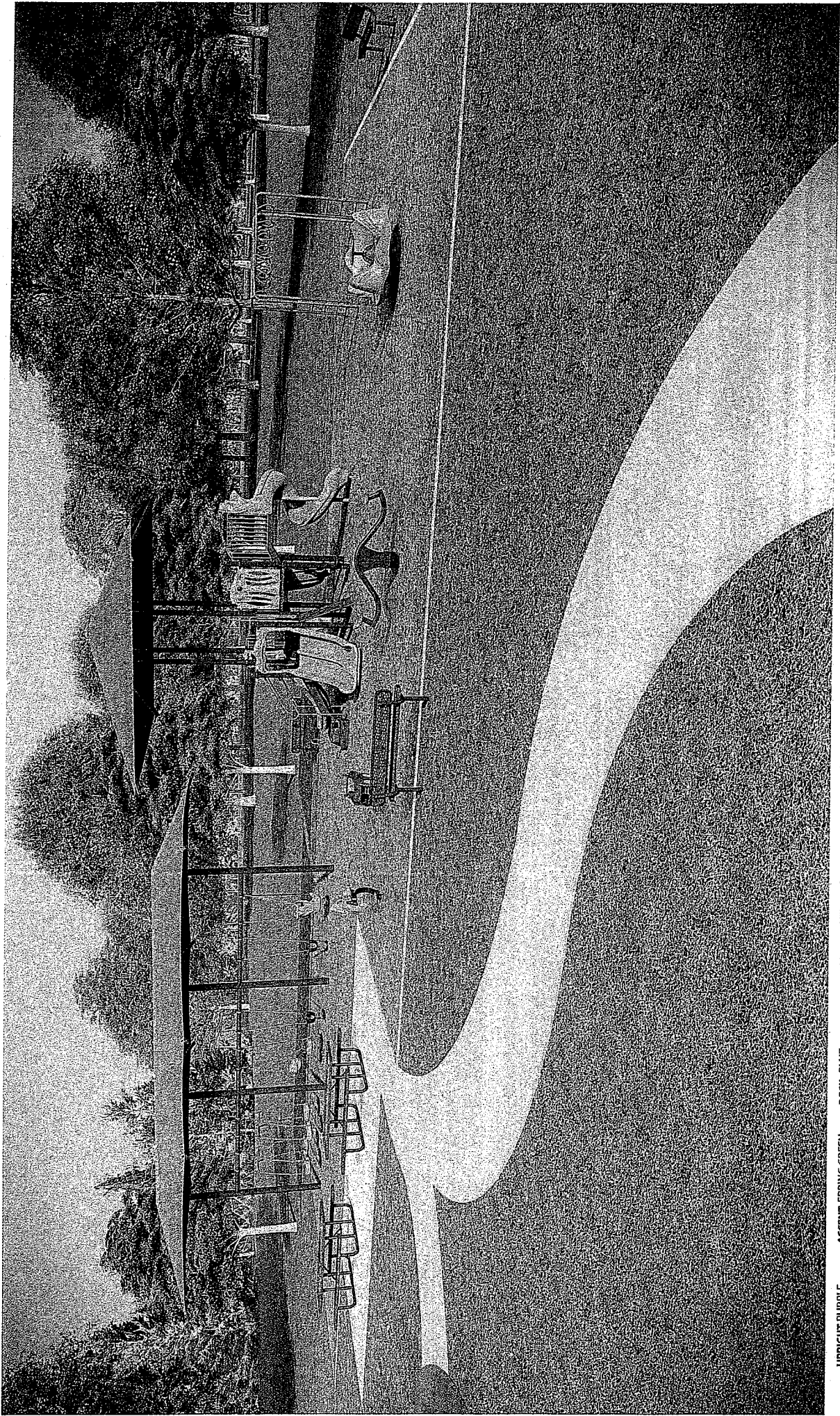


Total Play Components  
 Elevated Play Components  
 Elevated Play Components Accessible by Ramp  
 Elevated Components Accessible by Transfer  
 Accessible Ground Level Components Shown  
 Different Types of Ground Level Components

20	7	0	6	13	5
Req. 0	Req. 4	Req. 2	Req. 2	Req. 2	Req. 2
User Capacity 60-70 Critical Fall Height 8'-0"					



Top View drawings and measurements are for overall site and structure appearance purposes. Top view should not be conceived as a construction detail; therefore, all measurements and slope requirements should be field verified prior to construction.  
**IMPORTANT:** Never install play equipment over hard, unresilient surfaces such as asphalt, concrete, or compacted earth. It is the owner's responsibility to ensure the "minimum area required" contains an appropriate amount of resilient material to cushion accidental falls.



UPRIGHT PURPLE

ACCENT SPRING GREEN

DECK BLUE

PLASTIC YELLOW/ORANGE

HDPE ORANGE

HDPE-C N/A

SHADE LIME

ROOF N/A

CABLE N/A

MAX/APEX N/A

**BROOKSHIRE PARK #1**

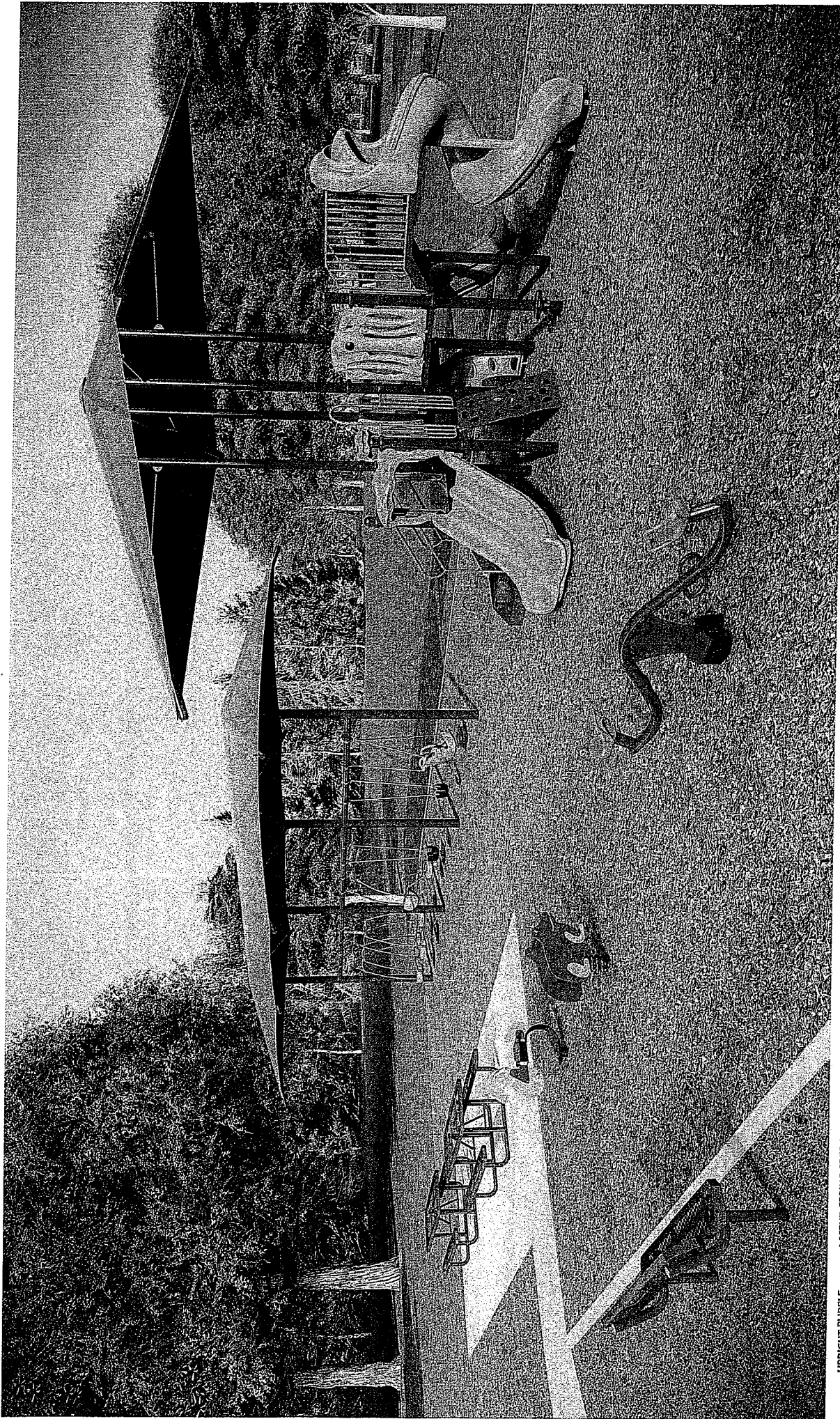
**KINGSVILLE, TX**

803-182311

**play&park  
structures**  
A PLAYCORE Company

544 CHESTNUT ST.  
CHATTANOOGA, TN 37402  
**800.727.1907**  
**PLAYANDPARK.COM**

PLEASE NOTE: RENDERINGS ARE FOR VISUAL PURPOSES ONLY. ANY PRODUCTS AND/OR SITE DETAILS HEREIN MAY BE SUBJECT TO CHANGE WITHOUT NOTICE.



UPRIGHT PURPLE

ACCENT SPRING GREEN

DECK BLUE

PLASTIC YELLOW/ORANGE

HDPE ORANGE

HDPEX N/A

SHADELIME

ROOF N/A

CABLE N/A

MAXIAPEX N/A

**BROOKSHIRE PARK # 1**

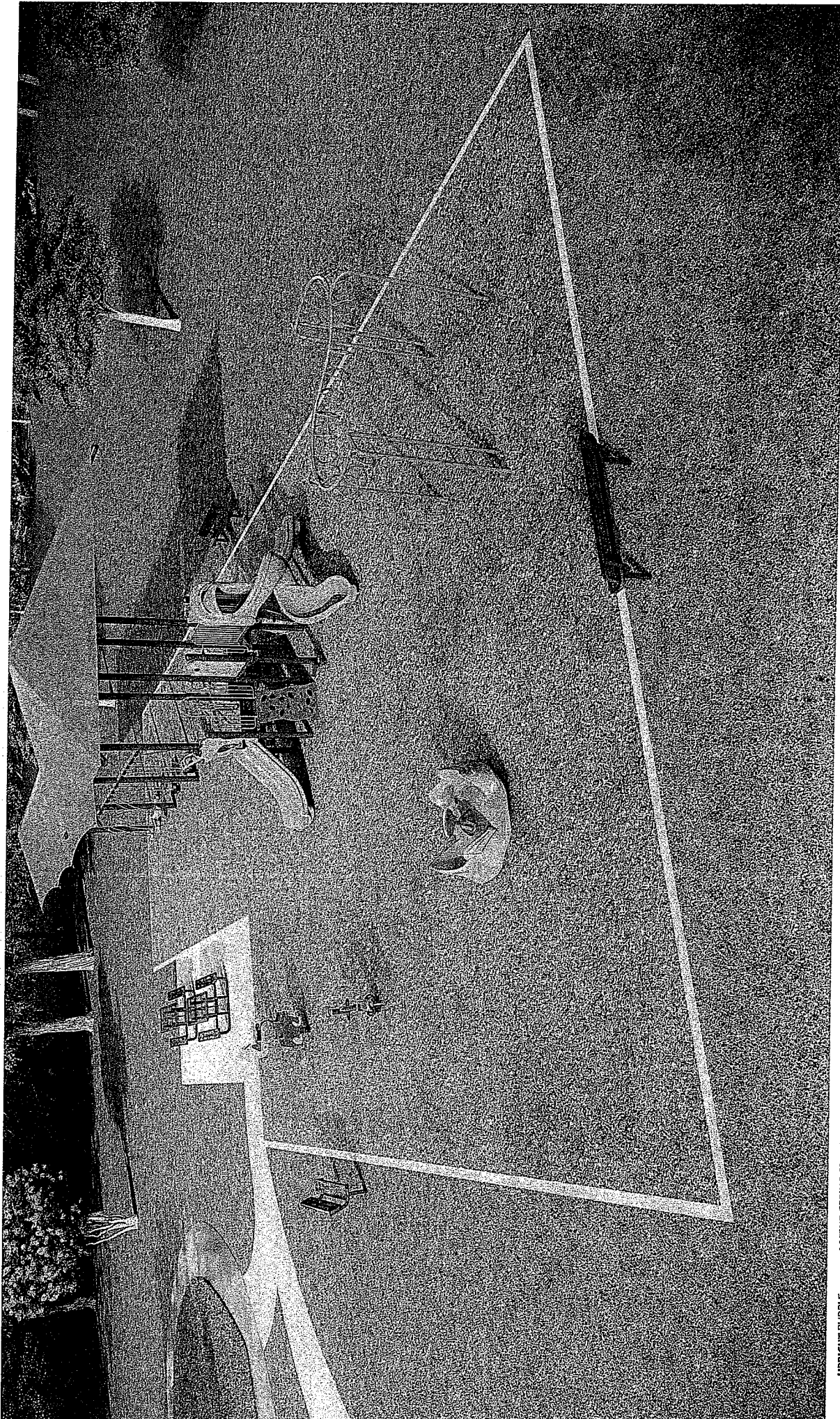
**KINGSVILLE, TX**

803-182311

**play&park  
structures**  
A PLAYCORE COMPANY

544 CHESTNUT ST.  
CHATTAHOOCHEE, TX 77402  
**800.727.1907**  
PLAYANDPARK.COM

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UPRIGHT PURPLE

ACCENT SPRING GREEN

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HDPE ORANGE

HDPE-C N/A

SHADE LIME

ROOF N/A

CABLE N/A

MAX/APEX N/A

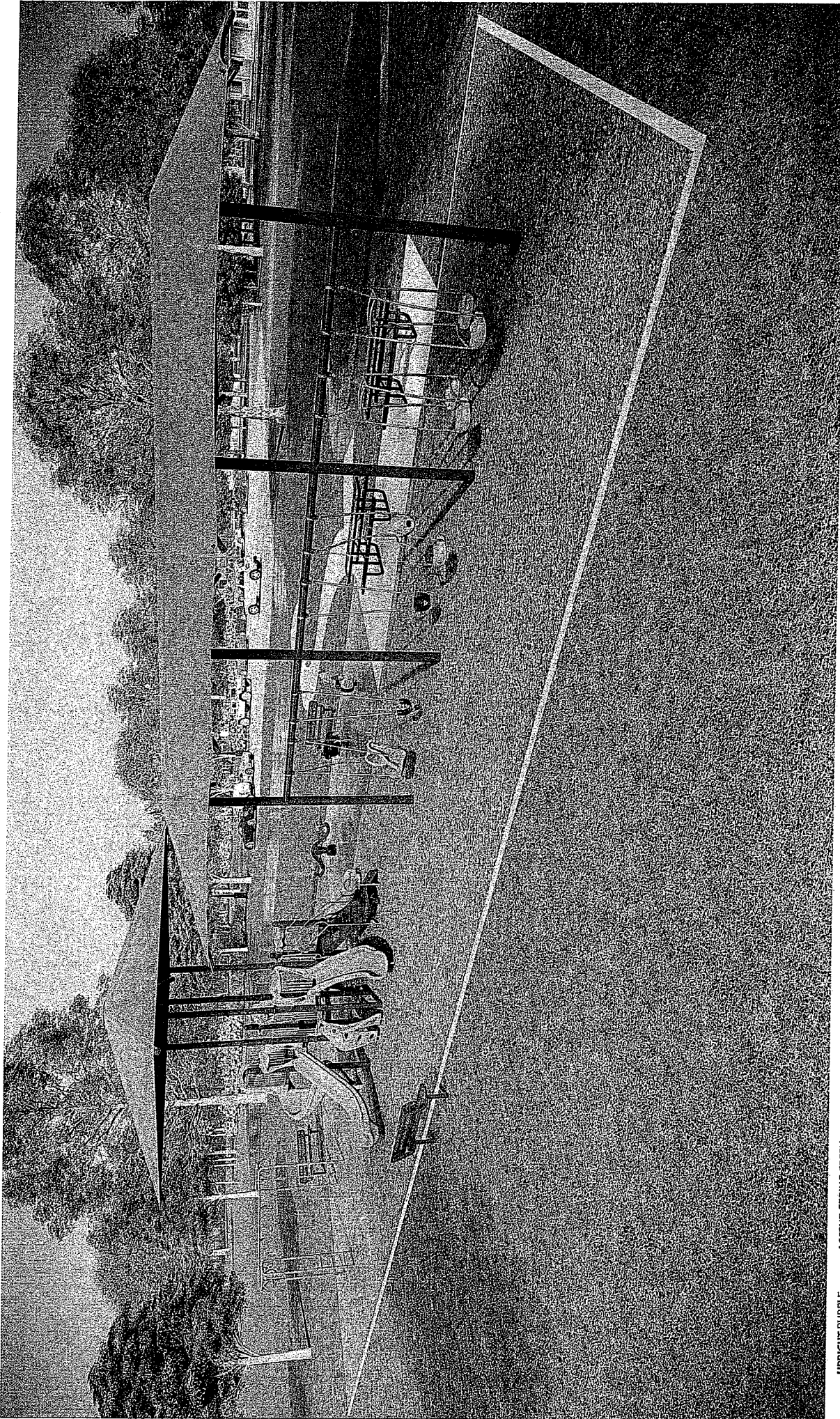
**BROOKSHIRE PARK #1**  
**KINGSVILLE, TX**

803-182311

**play&park**  
**structures**  
A PLAYCORE COMPANY

544 CHESTNUT ST.  
 CHATTANOOGA, TN 37403  
**800.727.1907**  
 PLAYANDPARK.COM

PLEASE NOTE: RENDERINGS ARE FOR VISUAL PURPOSES ONLY. ANY PRODUCTS AND/OR SITE DETAILS HEREIN MAY BE SUBJECT TO CHANGE WITHOUT NOTICE.



UPRIGHT PURPLE

ACCENT SPRING GREEN

DECK BLUE

PLASTIC YELLOW/ORANGE

HDPE ORANGE

HDPE/C N/A

SHADE/LIME

ROOF N/A

CABLE N/A

MAX/APEX N/A

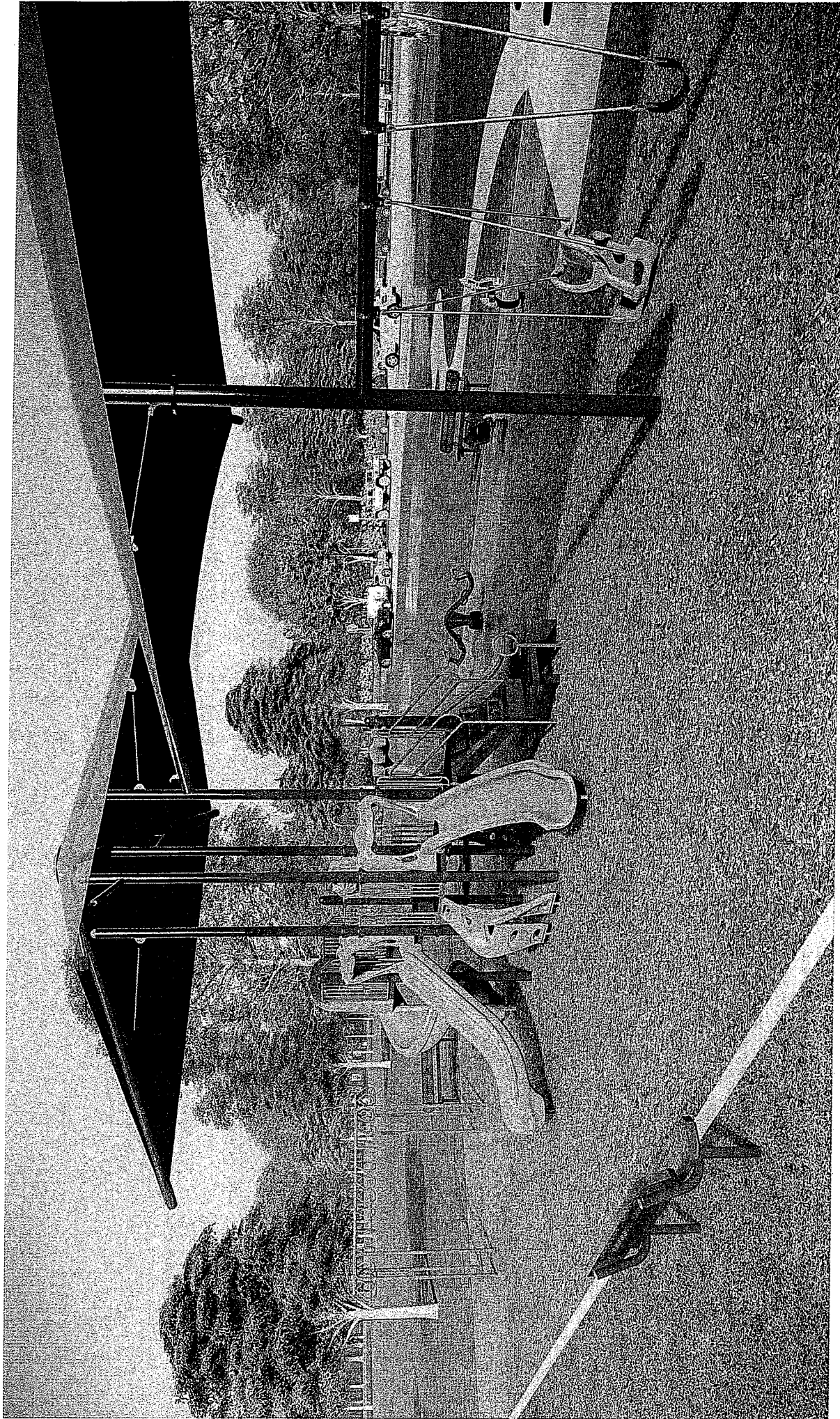
**BROOKSHIRE PARK # 1**  
**KINGSVILLE, TX**

803-182311

PLEASE NOTE: RENDERINGS ARE FOR VISUAL PURPOSES ONLY. ANY PRODUCTS AND/OR SITE DETAILS HEREIN MAY BE SUBJECT TO CHANGE WITHOUT NOTICE.

**play&park**  
**structures**  
A PLAYCORE COMPANY

544 CHESTNUT ST.  
 CHATTANOOGA, TN 37402  
**800.727.1907**  
**PLAYANDPARK.COM**



UPRIGHT PURPLE

ACCENT SPRING GREEN

DECK BLUE

PLASTIC YELLOW/ORANGE

HDPE ORANGE

HDPE/C N/A

SHADE/LIME

ROOF N/A

CABLE N/A

MAX/APEX N/A

**BROOKSHIRE PARK #1**

**KINGSVILLE, TX**

803-182311

**play&park  
structures**  
A PLAYSCAPE COMPANY

544 CHRISTIAN ST.  
CHATTANOOGA, TN 37402  
**800.727.1907**  
**PLAYANDPARK.COM**

PLEASE NOTE: RENDERINGS ARE FOR VISUAL PURPOSES ONLY. ANY PRODUCTS AND/OR SITE DETAILS HEREIN MAY BE SUBJECT TO CHANGE WITHOUT NOTICE.



**Play & Park Structures of  
Southern Texas**  
15239 Fall Place Dr  
San Antonio, TX, 78247  
Phone: 210-468-9032  
Fax:  
Email:  
jmankins@playandpark.com  
Contact: Jeff Mankins

**Brookshire Park**

City of Kingsville  
Attn: Jennifer Bernal  
Brookshire Street  
Kingsville, TX 78363  
Phone: 361-221-8705

Quote Number: 803-182311  
Quote Date: 3/2/2026

Stock ID	Description	Quantity	Weight	Unit Price	Amount
RDU	SUPERMAX PLAY PROMO STRUCTURE: Garland 20-137223	1	3760.94	\$71,672.00	\$71,672.00
	60059 -- 5"OD ALUM UPR 10"W/CAP	2			
	60060 -- 5"OD ALUM UPR 12"W/CAP	2			
	60061 -- SMALL KICKPLATE-8"SPACE	2			
	61384 -- SQUARE ROOF FABRIC SHADE	1			
	71000 -- SQUARE DECK	3			
	71028 -- ENHANCED BARRIER W/RAIN	1			
	71031 -- RING CLAMP ASSEMBLY	23			
	71104 -- INCLINE WALL CLIMBER 4'-0	1			
	71346 -- SINGLE SEAT	1			
	71347 -- WHISTLE	1			
	71393 -- SPIRAL SLIDE W/HOOD 5'-4"	1			
	71463 -- TRANSFER MODULE 4'-0"	1			
	71657 -- SGL VELOCITY SLIDE 5'-4"	1			
	71661 -- RIGHT CURVED SLIDE 4'-8"	1			
	71681 -- DOUBLE VELOCITY 4'-0"	1			
	71753 -- PINNACLE CLIMBER SINGLE ATTACH	1			
	G60041 -- 13'POST W/O CAP GALV	4			
RDU	BOUNCERS	1	483	\$8,668.00	\$8,668.00
	65185 -- SIT 2 IT	1			
	66545 -- FROG BOUNCER	1			
	66566 -- HORSE BOUNCER	1			
	67931 -- INGROUND MOUNT-SPRING	1			
RDU	SWINGS	1	3335	\$31,357.00	\$31,357.00
	65173 -- REFLECTIONS SELFIE SWING 5"	1			
	65180 -- TWEEN MATES SWING 5"	2			
	65224 -- SHADED SWING 3 BAY	1			
	S67914 -- 5"MADE-FOR-ME SEAT SS	1			
	SS7592 -- ENCL TOT SEAT 5"OD S.S.	1			
	SS7598 -- BELT SEAT PKG 5"OD S.S.	1			
67529	F/S 'S'HORIZ LOOP LADDER	1	366	\$5,804.00	\$5,804.00
65198	SWIRL WITH ME W/HANDLE	1	491	\$7,195.00	\$7,195.00
SF-126	6' BENCH INGROUND	3	339	\$1,123.00	\$3,369.00
SF-167	8' HD PICNIC TABLE	2	596	\$2,970.00	\$5,940.00
313199	PPS OWNER'S KIT	1	11	\$0.00	\$0.00
66576	4'PARK TIMBER	65	975	\$92.00	\$5,980.00
67755	ACCESS PLAYCURB-W/ADAP-BK	1	107	\$918.00	\$918.00
161290	GEO-TEXTILE 2250 SQFT ROL	2	154	\$1,183.00	\$2,366.00
161291	Geo-Textile 1125 Sqft Roll	1	45	\$593.00	\$593.00
EWF	211 CY OF EWF	1	0	\$5,585.00	\$5,585.00
INSTALL	INSTALLATION	1	0	\$58,500.00	\$58,500.00

Total Weight: 10662.94

SubTotal: \$207,947.00

Buyboard Contract #781-25\_\_\_ Taxes not included. If the customer is not exempt, taxes will be added to the total.

Discount: \$43,596.11  
Freight: \$16,936.44  
**Total Amount: \$181,287.33**

THIS QUOTATION IS SUBJECT TO POLICIES IN THE CURRENT PLAY & PARK STRUCTURES CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO PLAY & PARK STRUCTURES, C/O Play & Park Structures of Southern Texas.

Pricing: f.o.b. factory, firm for 30 days from date of quotation.

Freight charges: Prepaid & added

Installation: A certified Play & Park Structures Installer is recommended for play equipment installation. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs.

Submittals: our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. Play & Park Structures designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.



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

**A RESOLUTION AUTHORIZING THE CITY TO SUBMIT AN APPLICATION TO THE TEXAS PARKS AND WILDLIFE DEPARTMENT'S LOCAL PARK GRANT PROGRAM FOR THE PURPOSE OF REQUESTING FUNDING FOR BROOKSHIRE PARK #1 WITH A 50% CASH MATCH REQUIRED; AUTHORIZING THE CITY MANAGER TO SUBMIT THE GRANT AND THE CITY PARKS DIRECTOR AS THE GRANT OFFICIAL TO ACT ON THE CITY'S BEHALF WITH SUCH GRANT PROGRAM.**

**WHEREAS**, the Texas Parks and Wildlife Department (hereinafter "Department") has a Local Park Grant Program (hereinafter "Program") that can provide monetary assistance for community parks; and

**WHEREAS**, the City of Kingsville strives to provide quality recreational equipment and amenities for the citizens in our community; and

**WHEREAS**, the City's Brookshire Park #1 is located in a residential area next to Gillette School and is in need of new playground equipment, picnic tables, pads, shade, grills, and landscaping as many of those items have been removed due to their unsafe condition; and

**WHEREAS**, the City is fully eligible to receive assistance under the Program; and

**WHEREAS**, the City is desirous of authorizing the Parks Director, Susan Ivy, as the Grant Official to represent and act for the City in dealing with the Department concerning the Program; and

**WHEREAS**, the City of Kingsville would like to apply for approximately \$220,000.00 in funding for recreational programming through the Community Outdoor Outreach Program; and

**WHEREAS**, the City certifies that the matching share for this application is readily available at this time (50% would be a City match of \$110,000.00); and

**WHEREAS**, the City Commission of the City of Kingsville through this resolution has authorized the City Manager as the Executive Officer to submit an application for the aforementioned grant and project and authorized the City Parks Director as the authorized representative/grant official to administer the grant and represent the City in this matter.

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

I.

**THAT** the City certifies it is eligible to receive assistance under the Program.

II.

**THAT** the City Manager is the executive officer hereby authorized and directed to sign and act on the City's behalf in all matters pertaining to the Texas Parks and Wildlife Department's Local Park Grant Program, including any certifications, amendments or representations stipulated therein and that the City Parks Director, as the authorized representative/grant official, to administer the program and execute and submit all certifications, reports, or contracts necessary for the administration and expenditure of such program.

III.

**THAT** the City the City specifically authorizes the official to make application to the Department concerning the site to be known as Brookshire Park #1 in the City of Kingsville, Texas or use as a park site and is hereby dedicated for public park and recreation purposes in perpetuity or for the lease term if legal control is through a lease. Projects with federal monies may have differing requirements.

IV.

**THAT** the City Commission approves the submission of the grant application to the Texas Parks and Wildlife Department's Local Park Grant Program for the Kingsville Parks Department for park equipment, landscaping, and amenities at Brookshire Park #1 on the City's behalf with a grant request of up to \$220,000.00 with a 50% anticipated cash match.

V.

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

VI.

**THAT** all resolutions or parts of resolutions in conflict with this resolution are repealed to the extent of such conflict only.

**PASSED AND APPROVED** by a majority vote of the City Commission the 29<sup>th</sup> day of June, 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: June 10, 2026  
SUBJECT: Operation Stonegarden, OPSG 2025 Grant#3194311

---

**Summary:**

The Police Department respectfully requests the City Commission to consider a resolution approving the acceptance of OPSG funds and a corresponding budget amendment to the current City budget for FY 2026-2027.

**Background:**

The Kingsville Police Department will utilize OPSG funding to enhance enforcement efforts along ingress/egress routes leading from the U.S./Mexico border and into the interior of the United States. OPSG funding will be used for the essential capability enhancement of participating agencies to coordinate operations with the U.S. Border Patrol to support border security efforts within the Rio Grande Valley Border Patrol Sector.

**Financial Impact:**

The grant for "Operation Stonegarden" is a reimbursement grant and not require a cash match. We have been approved \$124,205.00 to cover the Overtime and Vehicle Operating Expenses.

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

**Recommendation:**

Staff recommends that the City Commission approve the Resolution authorizing the acceptance of the Fiscal Year 2026–2027 Operation Stonegarden (OPSG) Grant award in the amount of \$124,205.00 and approve the associated budget amendment.



RESOLUTION NO. 2026- 26

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

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

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

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

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

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

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

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

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

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

I.

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


II.

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

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

  
Sam R. Fugate, Mayor

**ATTEST:**

  
Mary Valenzuela, City Secretary

**APPROVED AS TO FORM**

  
Courtney Alvarez, City Attorney

**ORDINANCE NO. 2026-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2025-2026 BUDGET TO ACCEPT AND EXPEND GRANT FUNDS FROM THE OPERATION STONEGARDEN GRANT #3194311.**

**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#34

<b>Dept No.</b>	<b>Dept Name</b>	<b>Account Name</b>	<b>Account Number</b>	<b>Budget Increase</b>	<b>Budget Decrease</b>
<b>Fund 016 – Stonegarden Grant Fund</b>					
<b>Expenditures</b>					
2100	Police	Overtime	11200	\$114,205	
2100	Police	Motor Gas & Oil	21500	\$10,000	

[To amend the City of Kingsville FY 25-26 budget to accept and expend grant funds from Operation Stonegarden Grant #3194311, from resolution for the grant the City Commission approved on 2/23/26. Funding will come from grant proceeds for the stated purposes.]

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 29th day of June 2026.

**PASSED AND APPROVED** on this the 13th day of July 2026.

**EFFECTIVE DATE:** \_\_\_\_\_

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# **AGENDA ITEM #8**

**City of Kingsville  
Police Department**

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**TO:** Mayor and City Commissioners  
**CC:** Charlie Sosa, City Manager  
**FROM:** John Blair, Chief of Police  
**DATE:** June 15, 2026  
**SUBJECT:** Spike's K9 Fund Donation

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**Summary:**

The Kingsville Police Department respectfully requests approval to accept a donation of two K9 Ballistic Protective Vests from the Spike's K9 Fund Program for K9 Luca and K9 Leah.

**Background:**

Founded in 2014, Spike's K9 Fund is a nonprofit organization dedicated to ensuring every working K9 receives exactly what they need. They purchase and donate top-of-the-line gear to help keep our K9s safe. These vests are intended to enhance the safety and protection of our valuable law enforcement partners as they serve and protect the citizens of Kingsville and the surrounding community.

**Financial Impact:**

There is no financial impact. The ballistic vests being provided to K9 Luca and K9 Leah are valued at \$3,500 each and are donated at no cost to the Kingsville Police Department.

**Recommendation:**

We request approval from the commission to accept the donation of the two Ballistic vests for K9 Luca and K9 Leah.



June 11, 2026

Dear Chief Blair,



On behalf of Spike's K9 Fund, we are honored to support the Kingsville Police Department and its K9 program through the donation of two ballistic protective vests for K9 Luca and K9 Leah.

Founded in 2014, Spike's K9 Fund is a nonprofit organization dedicated to ensuring every working K9 receives exactly what they need every time. We purchase top-of-the-line gear to keep them safe and ready for peak operation. We pay for critical medical treatment to help them return to work or to live out the rest of their days in retirement in good health.

The ballistic vests being provided to K9 Luca and K9 Leah are valued at \$3,500 each, but are donated at no cost to the Kingsville Police Department. These vests are intended to enhance the safety and protection of these valuable law enforcement partners as they serve and protect the citizens of Kingsville and the surrounding community.

We recognize the important role that K9 teams play in law enforcement operations and public safety. K9 Luca and K9 Leah represent a significant investment of training, dedication, and service, and we are proud to contribute to their protection while they perform their duties.

Please consider this letter as formal documentation of Spike's K9 Fund's donation of these two ballistic protective vests to the Kingsville Police Department. These vests are the handlers' property upon donation.

Thank you for your continued commitment to public safety and for the outstanding service provided by your department's K9 teams. We are grateful for the opportunity to partner with your agency in protecting those who protect others.

Sincerely,  


Emily Grey  
CEO - Spike's K9 Fund  
emily@spikesk9fund.org

# **AGENDA ITEM #9**

**City of Kingsville  
Technology Department**

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**TO:** Mayor and City Commissioners  
**CC:** Charlie Sosa, City Manager  
**FROM:** Kyle Benson, Director of Information Technology  
**DATE:** June 12, 2026  
**SUBJECT:** Budget Amendment- Software Maintenance Costs

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**Summary:**

The cost of renewing existing software for the City of Kingsville has increased considerably over the last 12 months due to a combination of inflation and corporate mergers. As a result, the Technology Department budget for Professional Services - Software Maintenance will experience a shortfall prior to all renewals being paid this FY.

- Microsoft Office was budgeted for \$32,800, but renewed at \$47,041.56
- Garage Diagnostic Software was budgeted at \$3,108, but renewed at \$11,656.85
- Autodesk for Facilities was budgeted at \$3,000, but renewed at \$6,532.29
- GovQA for Public Works & Planning/Code Enforcement was budgeted at \$14,000, but renewed at 23,217.58
- Incode Support was budgeted at \$80,600, but renewed at \$121,291.89

This represents a total of \$76,232.23 in unanticipated costs. While the department has worked to conserve funds and recognized several budget efficiencies as it historically has, additional funding is required to adequately fund the remaining renewals for the year.

**Financial Impact:**

Total additional funds required to ensure adequate budget is \$49,500.

**Recommendation:**

Staff recommends the approval of this budget amendment.



**ORDINANCE NO. 2026-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2025-2026 BUDGET TO APPROPRIATE FUNDS FOR INCREASED SOFTWARE MAINTENANCE, LICENSING, AND SUPPORT RENEWAL COSTS NECESSARY TO MAINTAIN CRITICAL TECHNOLOGY SYSTEMS AND OPERATIONS.**

**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#33**

<b>Dept No.</b>	<b>Dept Name</b>	<b>Account Name</b>	<b>Account Number</b>	<b>Budget Increase</b>	<b>Budget Decrease</b>
<b>Fund 001-General Fund</b>					
<u>Expenditures-5</u>					
1902	IT	Prof. Svcs-Software Maint	31410	\$49,500	
1030	City Special	Budget Amend Reserve	86000		\$49,500

[To amend the City of Kingsville FY 25-26 Budget to appropriate funds for increased software maintenance, licensing, and support renewal costs necessary to maintain critical technology systems and operations. 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 the 29<sup>th</sup> day of June 2026.

**PASSED AND APPROVED** on the 13<sup>th</sup> day of July 2026.

**EFFECTIVE DATE:** \_\_\_\_\_

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# **AGENDA ITEM #10**

**City of Kingsville  
Purchasing Department**

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TO: Mayor and City Commissioners  
CC: Charlie Sosa, City Manager  
FROM: Charlie Sosa City Manager  
DATE: June 9, 2026  
SUBJECT: KISD Interlocal Cooperative Purchasing Agreement

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**Summary:**

This item authorizes the city to enter an Interlocal Cooperative Purchasing Agreement with Kingsville Independent School District.

**Background:**

The purpose of this agreement is to establish a cooperative purchasing agreement between the City of Kingsville and the Kingsville Independent School District (KISD) for pavement, paving, driveway/sidewalk/roadway/parking repair or replacement. KISD will piggyback off a contract the city currently has in place for the above-mentioned services. Please see attached Interlocal Cooperative Purchasing Agreement.

**Financial Impact:**

None at this time.

**Recommendation:**

It is recommendation the city enter an Interlocal Cooperative Purchasing Agreement with Kingsville Independent School District, as per staff recommendation.



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

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATIVE PURCHASING AGREEMENT BETWEEN THE CITY OF KINGSVILLE AND THE KINGSVILLE INDEPENDENT SCHOOL DISTRICT RELATING TO PAVING AND SIDEWALK SERVICES; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville ("City") and the Kingsville Independent School District ("KISD") try to work together for the benefit of our citizenry when able to do so; and

**WHEREAS**, the City had previously performed competitive bidding before awarding a contract for certain paving services; and

**WHEREAS**, the KISD desire to make certain paving repairs during the summer and would benefit from the expediency of being able to obtain those services using the City's contract; and

**WHEREAS**, the Texas Local Government Code in Chapter 271 and the Texas Government Code in Chapter 791 provide for governmental entities to contract for cooperative purchasing and procurement; and

**WHEREAS**, the City and KISD desire to enter an interlocal agreement for cooperative purchasing of pavement, paving, driveway/sidewalk/roadway/parking repair or replacement, which will allow KISD to piggyback off of a contract the City has for those services, which was previously awarded through the competitive bidding process; and

**WHEREAS**, the City and KISD have mutually worked to prepare the attached Interlocal Cooperative Purchasing Agreement between the Kingsville Independent School District and the City of Kingsville, which they request be approved and executed; and

**WHEREAS**, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to this agreement to assist one another whenever practical in accordance with the terms of the agreement attached hereto.

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

I.

**THAT** the Mayor is authorized and directed as an act of the City of Kingsville, Texas to execute an Interlocal Cooperative Purchasing Agreement between the City of Kingsville and the Kingsville Independent School District relating to pavement, paving, driveway/sidewalk/roadway/parking repair or replacement services 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 \_\_\_\_\_ 29th day of June, 2026.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**INTERLOCAL COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
KINGSVILLE INDEPENDENT SCHOOL DISTRICT  
AND  
CITY OF KINGSVILLE**

This Interlocal Cooperative Purchasing Agreement ("Agreement") is entered into by and between Kingsville Independent School District, a Texas public school district ("KISD" or "District"), and the City of Kingsville, Texas, a Texas home-rule municipality ("City"), acting by and through their duly authorized representatives. KISD and the City may each be referred to herein individually as a "Party" and collectively as the "Parties."

This Agreement is entered pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Subchapter F of Chapter 271 of the Texas Local Government Code, for the purpose of cooperative purchasing and procurement.

**RECITALS**

WHEREAS, Texas law authorizes local governments, including school districts and municipalities, to participate in cooperative purchasing programs and interlocal agreements for the procurement of materials, supplies, equipment, and services; and

WHEREAS, the Parties desire to realize efficiencies, economies of scale, administrative savings, and competitive pricing through cooperative purchasing activities; and

WHEREAS, the Parties desire to permit each Party to purchase materials, supplies, goods, equipment, or services through contracts, procurement vehicles, solicitations, requests for proposals, requests for qualifications, cooperative purchasing arrangements, or competitively procured agreements utilized or awarded by the other Party in accordance with applicable Texas law; and

WHEREAS, the Parties desire to establish a framework whereby one Party may utilize the procurement process, contracts, pricing, or vendor arrangements of the other Party for the acquisition of goods or services deemed beneficial to the purchasing Party; and

WHEREAS, the Parties acknowledge that each Party paying for the performance of governmental functions or services under this Agreement shall make those payments from current revenues legally available to the paying Party; and

WHEREAS, a local government that purchases goods or services pursuant to a cooperative purchasing agreement authorized under Texas Local Government Code Chapter 271 satisfies competitive procurement requirements otherwise imposed by law; and

WHEREAS, the Parties desire to enter into this Agreement for the mutual benefit of the Parties and their respective taxpayers and constituents;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

**I.  
PURPOSE**

The purpose of this Agreement is to establish a cooperative purchasing relationship between the Parties whereby either Party may purchase or procure goods, equipment, services, construction services, technology, infrastructure improvements, maintenance services, professional services where authorized by law, or other legally permissible items through procurement processes, contracts, pricing structures, or vendor relationships utilized or awarded by the other Party.

The Parties acknowledge that specific purchases, projects, scopes of work, or procurements contemplated under this Agreement specifically, include:

**Pavement, paving, driveway/sidewalk/roadway/parking repair or replacement.**

Nothing in this Agreement obligates either Party to make any purchase or utilize any procurement vehicle of the other Party.

**II.  
TERM**

This Agreement shall commence upon execution by both Parties ("Effective Date") and shall remain in effect until terminated in accordance with this Agreement.

**III.  
COOPERATIVE PURCHASING AUTHORITY**

Pursuant to Texas Government Code Chapter 791 and Texas Local Government Code Chapter 271, the Parties may participate in cooperative purchasing activities and may utilize procurement methods, contracts, solicitations, requests for qualifications, requests for proposals, awarded vendor contracts, pricing schedules, and purchasing arrangements of the other Party where permitted by applicable law.

Each Party shall remain independently responsible for ensuring compliance with all procurement laws applicable to that Party and for independently determining whether use of another Party's procurement vehicle is lawful and appropriate for the intended purchase.

**IV.  
SCOPE OF SERVICES / PROCUREMENT ACTIVITIES**

The Parties may cooperate regarding the procurement or acquisition of the following categories of goods or services:

**Pavement, paving, driveway/sidewalk/roadway/parking repair or replacement.**

The Parties may also cooperate in relation to:

**Satisfying procurement processes.**

Nothing herein obligates either Party to utilize or purchase any specific goods or services.

**V.  
PAYMENT AND CURRENT REVENUES**

Each Party shall pay for any goods or services acquired pursuant to this Agreement from current revenues legally available to the paying Party.

No debt is created by this Agreement. Any purchase, contract, or financial obligation incurred by a Party shall be the sole responsibility of that Party unless otherwise expressly agreed in writing.

The Parties acknowledge that all pricing, payment terms, scopes, and vendor obligations relating to any particular procurement or project shall be governed by the applicable purchase order, contract, procurement documents, or supplemental agreement.

**VI.  
TERMINATION**

Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.

Termination of this Agreement shall not affect obligations associated with purchases, contracts, or procurements initiated prior to the effective date of termination unless otherwise agreed by the Parties.

**VII.  
NOTICES**

Any notice required or permitted under this Agreement shall be deemed delivered when sent by certified mail, hand delivery, or electronic mail to the following representatives:

If to KISD:  
Dr. Luz Martinez  
KISD Superintendent  
P.O. Box 871  
Kingsville, TX 78364  
Telephone: (361) 592-3387

If to City of Kingsville:  
Charlie Sosa  
City Manager  
P.O. Box 1458  
Kingsville, TX 78364  
Telephone: (361) 595-8002

**VIII.  
AMENDMENTS**

This Agreement may only be amended by written agreement executed by both Parties.

**IX.  
SEVERABILITY**

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**X.  
GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of Texas. Venue for any dispute arising from this Agreement shall lie in Kleberg County, Texas.

**XI.  
NO WAIVER OF IMMUNITY**

Nothing in this Agreement shall be construed as a waiver of any governmental immunity, sovereign immunity, official immunity, or other immunity or defense available to either Party under state or federal law.

**XII.  
COMPLIANCE WITH LAW**

Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

**XIII.  
ENTIRE AGREEMENT**

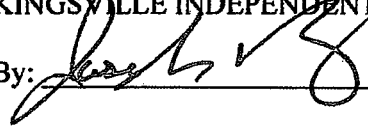
This Agreement constitutes the entire agreement between the Parties regarding the subject matter herein and supersedes any prior discussions or understandings relating thereto.

**XIV.  
COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall constitute an original and collectively shall constitute one instrument.

EXECUTED effective as of the latest date of signature below.

KINGSVILLE INDEPENDENT SCHOOL DISTRICT

By:  \_\_\_\_\_

Name: Joseph Ruiz

Title: School Board President

Date: June 2, 2026

ATTEST:  \_\_\_\_\_

CITY OF KINGSVILLE, TEXAS

By: \_\_\_\_\_

Name: Sam R. Fugate

Title: Mayor

Date: June 2, 2026

ATTEST: \_\_\_\_\_