

# City of Kingsville, Texas

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## AGENDA CITY COMMISSION

MONDAY, JULY 13, 2026

REGULAR MEETING

CITY HALL

HELEN KLEBERG GROVES COMMUNITY ROOM

400 WEST KING AVENUE

5:00 P.M. – Regular Meeting

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

### I. Preliminary Proceedings.


#### OPEN MEETING

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

MINUTES OF PREVIOUS MEETING(S)

Special Meeting – June 29, 2026.

APPROVED BY:

*Charlie Sosa* 

Charlie Sosa  
City Manager

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

1. Public Hearing on request for an alcohol variance for a Late Hours Certificate for the establishment known as Kwik Pantry #2, at 730 W. Corral, Kingsville, Texas 78363. (Note: They received a variance for Wine and Malt Beverage Retail Dealer's On-Premise Permit (BG) on 7/14/25). (Planning and Development Services Director).

2. Public Hearing on request to amend the Zoning Ordinance by granting a Special Use Permit to place a mobile home in AG (Agricultural) District at 2725 E. Corral, Kingsville, TX. also known as Ernesto Perez Addn, Lot 1, on a 1.00 acre tract (Property ID 53987); amending the comprehensive plan to account for any deviations from the existing comprehensive plan. (Planning and Development Services Director).

### 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**

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being discussed separately unless requested by a Commission Member in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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

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

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

1. Motion to approve final passage of an ordinance amending the Fiscal Year 2025-2026 Budget to appropriate funds for the 2026 Independence Day celebration. (Interim Tourism Director).
2. Motion to approve final passage 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).
3. Motion to approve final passage 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).

##### **REGULAR AGENDA**

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

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

4. Discuss and consider approval of an alcohol variance for a Late Hours Certificate for the establishment known as Kwik Pantry #2, at 730 W. Corral, Kingsville, Texas 78363. (Note: They received a variance for Wine and Malt Beverage Retail Dealer's On-Premise Permit (BG) on 7/14/25). (Planning and Development Services Director).
5. Discuss and consider the introduction of an ordinance amending the Zoning Ordinance by granting a Special Use Permit to place a mobile home in AG (Agricultural) District at 2725 E. Corral, Kingsville, TX. also known as Ernesto Perez Addn, Lot 1, on a 1.00 acre tract (Property ID 53987); amending the comprehensive plan to account for any deviations from the existing comprehensive plan. (Planning and Development Services Director).
6. Discuss and consider approving a resolution authorizing the City Manager to enter into a Collective Bargaining Agreement Between the City of Kingsville, Texas and the Kingsville Law Enforcement Association for Fiscal Year 2026-2027. (Human Resources Director).
7. Discuss and consider approving a resolution authorizing the City to submit an application to the U.S. Department of Homeland Security's Federal Emergency Management Agency for the purpose of requesting grant funding on behalf of the City for the 2025 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program for additional firefighters for the Kingsville Fire Department with an anticipated cash match;

- authorizing the Fire Chief to act on the City's behalf with such program. (cash match). (Fire Chief).
8. Discuss and consider approving a resolution authorizing the City to submit an application to the FEMA Assistance to Firefighters Grant requesting grant funding for two ambulances on behalf of the Kingsville Fire Department with an anticipated cash match; authorizing the Fire Chief to act on the City's behalf with such grant program. (Grant #EMV-2025-FG-04372) (cash match). (Fire Chief).
9. Discuss and consider approving a resolution authorizing the City to submit an application to the 1PointFive First Responder Donation Program for grant funds for first responder equipment for the Kingsville Police Department; authorizing the Police Chief to act on the City's behalf with such grant program. (no cash match). (Police Chief).
10. Discuss and consider approving a resolution authorizing the Police Chief to enter into a Memorandum of Understanding between the Children's Advocacy Center of the Coastal Bend and the Kingsville Police Department relating to protocols for reports of abuse and neglect of children. (Police Chief).
11. Discuss and consider approving a resolution authorizing the Police Chief to enter into a Memorandum of Understanding between the Kingsville Police Department and U.S. Marshal Service for Fugitive Task Force. (Police Chief).
12. Discuss and consider awarding RFP#26-04 for GLO CDBG-MIT Contract No. 22-085-009-D237 Project 7: BU 77/6<sup>th</sup> Street near Loop 428 to Escondido Creek storm water improvements project, as per recommendation of outside engineer. (City Engineer).
13. Discuss and consider approving a resolution authorizing the Mayor to execute the Grant Administration Services Agreement between the City of Kingsville and Grantworks, Inc. for Program Year 2025 for O3J-Water Improvements under the Texas Department of Agriculture's Community Development Block Grant Program. (RFQ#25-07 was awarded 11/11/24). (City Engineer).
14. Discuss and consider approving a resolution authorizing the City Manager to execute Change Order #6 to the Construction Contract with Donald Hubert Construction Co. for the GLO CDBG-MIT Contract No. 22-082-016-D218 Project 1: 14<sup>th</sup> Street Sanitary Sewer Improvements Project. (Loop 428 Lift Station). (City Engineer).
15. Discuss and consider a resolution authorizing the City Manager to execute Change Order #6 to the construction contract with R.S. Parker Construction LLC for the GLO CDBG-MIT Contract 22-085-009-D237 Project 2: N. 19<sup>th</sup> Street- Storm Water Improvements Project. (City Engineer).
16. Discuss and consider approving a resolution authorizing the City Manager to execute Change Order #5 for the Construction Contract with D&J Utility Services LLC for the GLO CDBG-MIT Contract No. 22-085-009-D237 Project 10: N. Armstrong Ave. Storm Water Improvements. (City Engineer).
17. Discuss and consider approving a resolution authorizing submission of Step 2 of an application to the Texas Water Development Board for Water Supply & Infrastructure Grant Funds for City Water Projects. (City Engineer).
18. Discuss and consider the introduction of an ordinance amending the Fiscal Year 2025-2026 Budget to setup budget for rolled over purchase order for South Drainage Project. (Finance Director).
19. Discuss Texas House Bill 2844 passed in the 89<sup>th</sup> State Legislative session and its impact on mobile food trucks, push carts, and the City of Kingsville Health Department. (Health Director).
20. Executive Session: Pursuant to Section 551.087, Texas Government Code, Deliberations Regarding Economic Development Negotiations Exception, the City

Commission shall convene in executive session to deliberate the offer of a financial or other incentive to a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations. (City Manager).

21. Discuss and consider approving a resolution authorizing the Mayor to execute an Economic Incentive Agreement between the City of Kingsville, Texas and MVGG, LLC. (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:

July 7, 2026, at 3:30 P.M. and remained so posted continuously for at least three business days proceeding the scheduled time of said meeting.

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

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

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

# **MINUTES OF PREVIOUS MEETING(S)**

JUNE 29, 2026

**A SPECIAL MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, JUNE 29, 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  
Kyle Benson, IT Director  
Derek Williams, Systems Administrator  
Susan Ivy, Parks Director  
Emilio Garcia, Health Director  
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 –June 8, 2026**

**Motion made by Commissioner Lopez to approve the minutes of June 8, 2026, as presented, seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Lopez, Alvarez, Hinojosa, Alarcon, Fugate voting “FOR”.**

**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.”*

Mr. Sosa gave an update on Fire Station No. 3 and street updates. He further reported that the contractor would start work on Kleberg Street this week. Work on Kleberg Street will be done during the evening hours of the day. Sosa further reported on the July 4<sup>th</sup> festivities that will be taking place this coming weekend.

Ms. Alvarez reported that the next city commission meeting is scheduled for July 13, 2026. She further reported that city offices will be closed on Friday, July 3<sup>rd</sup>, for the Independence Day Holiday.

Mayor Fugate introduced the new Naval Air Station-Kingsville Commanding Officer, Mr. Richard Kristoff.

Commanding Officer Kristof stated that he would like to thank everyone for the warm welcome and looks forward to working together with the City of Kingsville.

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

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

Ms. Vicky Trevnio, 1814 S. Brahma Blvd, commented on the Coastal Bend College Strategic Plan. Coastal Bend College graduated 467 students in 2026. They had an enrollment of 110 prospective students and 87 applying for tuition assistance. In the summer months, Coastal Bend College will focus on workforce training.

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

**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).**

Ms. Rebecca Duke stated that the city and county are working together to create a fun, family-oriented Fourth of July celebration at Dick Kleberg Park. The sponsorship funds will benefit the annual cricket tournament held at the park as well as the rodeo hosted by DRH Cattle Company.

Commissioner Lopez asked that maybe next time an item like this can be brought to the commission earlier in time, as this event is to take place this upcoming weekend.

**Motion made by Commissioner Alarcon to approve the sponsorship of activities for the 2026 Fourth of July festivities to occur downtown and at Dick Kleberg Park. (on July 4, 2026), seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Hinojosa, Alarcon, Lopez, Alvarez, Fugate voting "FOR".**

**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).**

Introduction item.

**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).**

Mrs. Susan Ivy stated that this item is asking for commission approval for a resolution authorizing the application for a grant application to Texas Parks and Wildlife for improvements to Brookshire #1 Park. The playground at this park was removed last year due to unsafe conditions. This park serves low-income housing development and a 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. With the addition of some additional amenities, the project total would be \$220,000. The Texas Parks and Wildlife Department would provide 50% of the funding, leaving a match of \$110,000 required to be committed by the city. Mrs. Ivy further stated that staff is reaching out to other sources for assistance with the match.

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

**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).**

Mr. John Blair Police Chief stated that this item is for a resolution approving the acceptance of Operation Stonegarden funds and a corresponding budget amendment to the current city budget.

Introduction item.

**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).**

Chief Blair stated that this item is for the approval to accept a donation of two K9 Ballistic Protective Vests from the Spike's K9 Fund Program for K9 Luca and K9 Leah.

**Motion made by Commissioner Lopez to approve the donation of two K9 Ballistic Protective Vests from the Spike's K9 Fund Program for K9 Luca and K9 Leah, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Lopez, Alvarez, Hinojosa, Alarcon, Fugate voting "FOR".**

**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).**

Mr. Kyle Benson, IT Director, stated that this represents a total of \$76,232.23 in unanticipated costs. While the department has worked to conserve funds and, as it has historically recognized several budget efficiencies, additional funding is required to adequately cover the remaining renewals for the year. Total additional funds required to ensure an adequate budget is \$49,500.

Introduction item.

**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).**

Mr. Sosa stated that this item authorizes the city to enter into an Interlocal Cooperative Purchasing Agreement with Kingsville Independent School District. The purpose of this agreement is to establish a cooperative purchasing agreement between the City of Kingsville and the Kingsville Independent School District 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.

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

**VI. Adjournment.**

As there was no further business to come before the City Commission, the meeting was adjourned at 5:27 p.m.

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

**ATTEST:**

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

# **PUBLIC HEARING(S)**

# **PUBLIC HEARING #1**

R. W. H. H. H.

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



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## MEMO

**Date:** June 29, 2026

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

**From:** Manny Salazar (Planning and Development Services Director)

**Subject:** **The City of Kingsville Planning and Development Services Department is seeking approval from the City Commissioners and Mayor to approve a Late Hours Certificate Alcohol Variance Kwik Pantry #2, located at 730 W. Corral St.**

**Summary:** The City of Kingsville received an application for a Late Hours Certificate Alcohol Variance for a convenience store, Kwik Pantry #2, located at 730 W. Corral St.

This establishment does currently has a BG license.

**Background:** Texas A&M University Kingsville is located within 300' of this proposed establishment.

The department recommends approval.

**Manny Salazar**  
**Economic Development and Interim Planning Director**



# CITY OF KINGSVILLE

P.O. BOX 1458 - KINGSVILLE, TX 78364



June 18, 2026

Boards of Regents of The Texas A & M University System Real Estate Office  
301 Tarrow Street, 5<sup>th</sup> Floor  
College Station, TX 77840-7896  
#21009

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday, July 13, 2026**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

**Request for an alcohol variance for a Late Hours Certificate (LH) for the establishment known as Kwik Pantry #2 at 730 W Corral Street, Kingsville Texas. (Note: The establishment already has a BG License.)**

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

Thank you,

Yours Sincerely,

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

**Manny Salazar, MEDP**  
Economic Development Director  
Interim Director of Planning & Development Services

COPY

# CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



June 18, 2026

Alvaro Garcia Jr  
Maria Estela Garcia  
5003 Farm House  
San Antonio, TX 78253  
#22807

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday, July 13, 2026**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

**Request for an alcohol variance for a Late Hours Certificate (LH) for the establishment known as Kwik Pantry #2 at 730 W Corral Street, Kingsville Texas. (Note: The establishment already has a BG License.)**

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

Thank you,

Yours Sincerely,

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

**Manny Salazar, MEDP**  
Economic Development Director  
Interim Director of Planning & Development Services

# CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



June 18, 2026

Housing Authority Of The City Of  
Kingsville  
1000 W Corral Ave  
Kingsville, TX 78363  
#37394

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday, July 13, 2026**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

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Thank you,

Yours Sincerely,

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**Manny Salazar, MEDP**  
Economic Development Director  
Interim Director of Planning & Development Services

COMMUNICATIONS

# CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



June 18, 2026

Daniel C Barbee  
ETUX Mariko  
12379 Lakeshore N  
Auburn, CA 95602-8118  
#22384

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday, July 13, 2026, at 5:00 p.m.** at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

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Thank you,

Yours Sincerely,

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**Manny Salazar, MEDP**  
Economic Development Director  
Interim Director of Planning & Development Services

COO

# CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



June 18, 2026

**Newell W Atkinson III**  
PO Box 3336  
Alice, Tx 78333  
#12473

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday, July 13, 2026**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

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Thank you,

Yours Sincerely

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**Manny Salazar, MEDP**  
Economic Development Director  
Interim Director of Planning & Development Services

GO

**CITY OF KINGSVILLE**

P.O. BOX 1458 – KINGSVILLE, TX 78364



June 18, 2026

**Tipitapa 8 LLC**  
**30725 US HWY 19 N**  
**Palm Harbor, FL 34684**  
**#45016**

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday, July 13, 2026, at 5:00 p.m.** at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

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**Manny Salazar, MEDP**  
Economic Development Director  
Interim Director of Planning & Development Services

COPY

**CITY OF KINGSVILLE**

P.O. BOX 1458 – KINGSVILLE, TX 78364



June 18, 2026

Susana P Ramirez  
PO Box 657  
Kingsville, TX 78363  
#13681

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday, July 13, 2026, at 5:00 p.m.** at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

**Request for an alcohol variance for a Late Hours Certificate (LH) for the establishment known as Kwik Pantry #2 at 730 W Corral Street, Kingsville Texas. (Note: The establishment already has a BG License.)**

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

Thank you,

Yours Sincerely,

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

**Manny Salazar, MEDP**  
Economic Development Director  
Interim Director of Planning & Development Services

COPIES

# CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



June 18, 2026

Boards of Regents of The Texas A & M University System Real Estate Office  
301 Tarrow Street, 5<sup>th</sup> Floor  
College Station, TX 77840-7896  
#16219

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday, July 13, 2026**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

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Economic Development Director  
Interim Director of Planning & Development Services

CO

# CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



June 18, 2026

Susana P Ramirez  
PO Box 657  
Kingsville, TX 78363  
#22978

Dear Property Owner,

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**Manny Salazar, MEDP**  
Economic Development Director  
Interim Director of Planning & Development Services

# CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



June 18, 2026

Kingsville Multifamily Investments LLC  
11816 Inwood RD STE 3011  
Dallas, TX 75244  
#13282

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday, July 13, 2026**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

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Economic Development Director  
Interim Director of Planning & Development Services

COPIES

# CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



June 18, 2026

YMG Investments LLC  
10617 N 28<sup>th</sup> St  
McAllen, TX 78504  
#20336

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday, July 13, 2026**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

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**Manny Salazar, MEDP**  
Economic Development Director  
Interim Director of Planning & Development Services

COPIES

# CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



June 18, 2026

Elvia Garcia  
802 W F Ave  
Kingsville, TX 78363  
#17434

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday, July 13, 2026**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

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**Manny Salazar, MEDP**  
Economic Development Director  
Interim Director of Planning & Development Services

**CITY OF KINGSVILLE**

P.O. BOX 1458 – KINGSVILLE, TX 78364



June 18, 2026

Ramon DeLaPaz  
Etux Ostine E Watts  
1415 E FM 1717  
Kingsville, TX 78363  
#23895

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday, July 13, 2026**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

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**Manny Salazar, MEDP**  
Economic Development Director  
Interim Director of Planning & Development Services

# CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



June 18, 2026

Ruben Pena  
Etux Martha  
3411 S Brahma BLVD  
Kingsville, TX 78363  
#25418

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Economic Development Director  
Interim Director of Planning & Development Services

**CITY OF KINGSVILLE**

P.O. BOX 1458 – KINGSVILLE, TX 78364



June 18, 2026

Abide Church Kingsville  
717 W Corral  
Kingsville TX 78363  
#18513

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**Manny Salazar, MEDP**  
Economic Development Director  
Interim Director of Planning & Development Services

**COPY**

# CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



June 18, 2026

Jessica Marie Gamez  
Estevan Gabriel Gamez  
810 W Ave F  
Kingsville TX 78363  
#25776

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday, July 13, 2026**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

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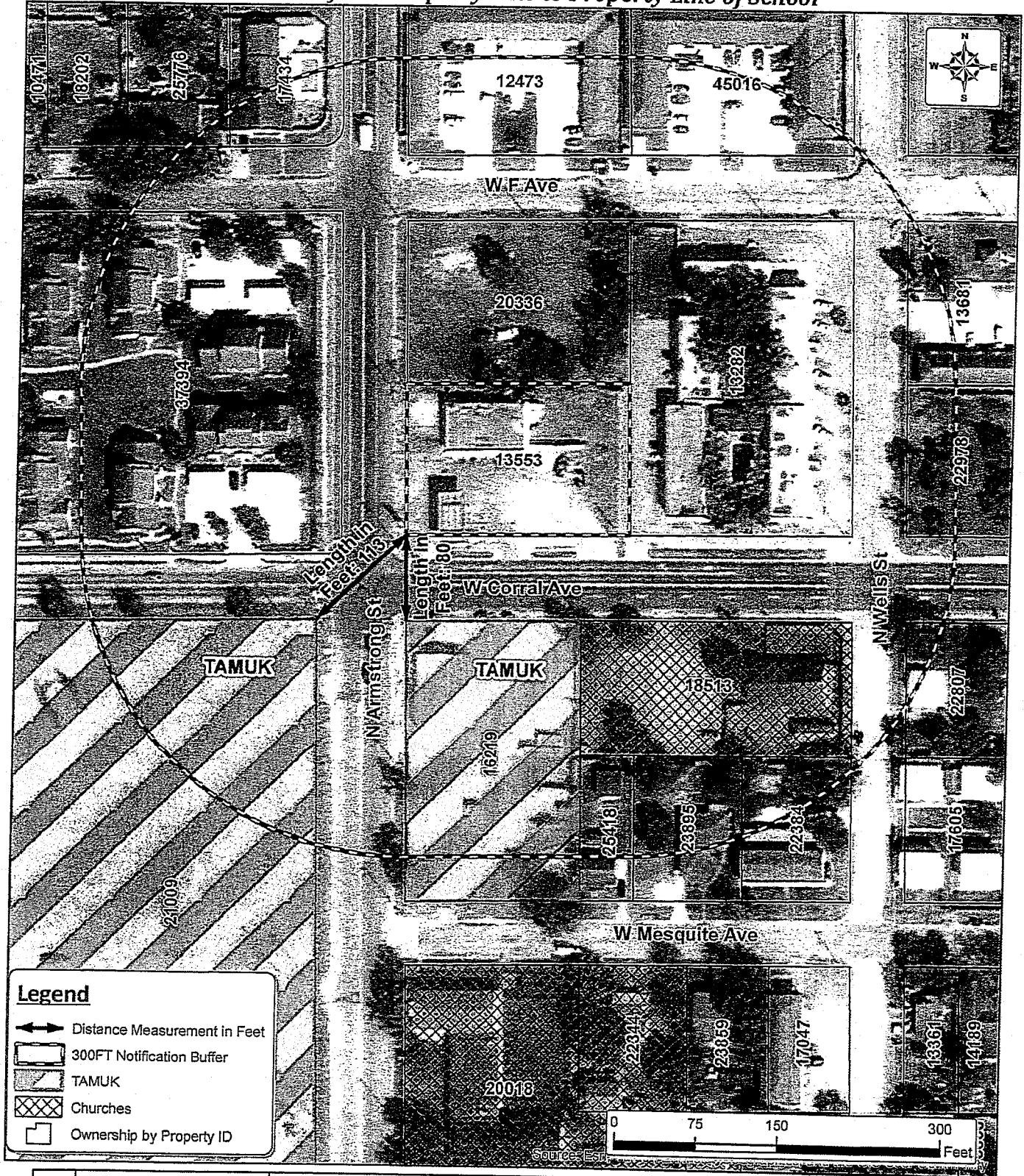
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**Manny Salazar, MEDP**  
Economic Development Director  
Interim Director of Planning & Development Services

**Alcohol Permit - 730 W Corral Ave/Prop ID: 13553**  
**Distance from Property Line to Property Line of School**



**Legend**

- Distance Measurement in Feet
- 300FT Notification Buffer
- TAMUK
- Churches
- Ownership by Property ID

Page:  
2 / 2

Drawn By: R. PICK  
 Last Update: 5/27/2026  
 Note: Ownership is labeled with its Prop ID.

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



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

Boards of Regents of The Texas A & M University  
System Real Estate Office  
301 Tarrow Street, 5<sup>th</sup> Floor  
College Station, TX 77840-7896  
#21009

Alvaro Garcia Jr  
Maria Estela Garcia  
5003 Farm House  
San Antonio, TX 78253  
#22807

Housing Authority Of The City Of  
Kingsville  
1000 W Corral Ave  
Kingsville, TX 78363  
#37394

Daniel C Barbee  
ETUX Mariko  
12379 Lakeshore N  
Auburn, CA 95602-8118  
#22384

Newell W Atkinson III  
PO Box 3336  
Alice, Tx 78333  
#12473

Tipitapa 8 LLC  
30725 US HWY 19 N  
Palm Harbor, FL 34684  
#45016

Susana P Ramirez  
PO Box 657  
Kingsville, TX 78363  
#13681

Boards of Regents of The Texas A & M University  
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## Results CONTINUED FROM PAGE 1

mark and 78% achieved Meets Grade Level. Across all five tested subjects, Santa Gertrudis students exceeded statewide Approaches and Meets Grade Level averages and surpassed statewide Masters percentages in Algebra I, Biology, English I and English II.

Kingsville ISD, meanwhile, demonstrated substantial improvement from the previous year in nearly every tested area.

The district's Algebra I results showed one of the largest gains, with the percentage of students meeting the Approaches Grade Level standard increasing from 38% in 2025 to 51% in 2026. Students reaching Meets Grade Level doubled from 8% to 16%.

Biology posted significant improvement as well. The Approaches Grade Level rate increased from 81% to 88%, while Meets Grade Level performance rose from 39% to 56%. The percentage of students earning Masters Grade Level more than doubled from 8% to 18%.

English I and English II also improved. The percentage of students meeting the Approaches standard increased from 37% to 55% in English I and from 52% to 55% in English II. Students reaching Meets Grade



State of Texas Assessments of Academic Readiness

Level rose from 25% to 36% in English I and from 32% to 40% in English II.

Although the district's U.S. History Approaches Grade Level rate declined slightly from 89% to 87%, both Meets Grade Level and Masters Grade Level performance increased.

Kingsville ISD also recorded higher average score scores in all five tested subjects compared to 2025.

Bishop CISD students continued to outperform state averages across all five end-of-course exams.

The district recorded passing rates of 88% or higher in every subject and exceeded statewide Approaches Grade Level and Meets Grade Level percentages across the board.

Bishop's strongest results came in Algebra I, where 96% of students met the Approaches standard, 81% achieved Meets Grade Level and 56% earned Masters Grade Level status. Biology students also excelled, with 86% achieving Meets Grade Level.

In U.S. History, 95% of students met the Approaches standard, while 83% achieved Meets Grade Level and 44% earned Masters Grade Level status.

The district exceeded statewide Masters percentages in every tested subject.

Riviera ISD also produced strong results, outperforming state averages in every tested subject and posting passing rates of at least 90% on all five exams.

The district recorded a 100% Approach-

es Grade Level pass rate in Biology, where 85% of students achieved Meets Grade Level and 35% earned Masters status.

Riviera's strongest gains over state averages came in English language arts. Seventy-two percent of English I students and 80% of English II students achieved Meets Grade Level, exceeding statewide averages by 17 and 20 percentage points, respectively.

In U.S. History, 97% of students met the Approaches standard and 76% achieved Meets Grade Level.

Overall, the 2026 STAAR results reflected strong academic performance throughout the region. Santa Gertrudis ISD led the area with multiple 100% passing rates and high levels of mastery. Kingsville ISD posted notable year-over-year growth, and both Bishop CISD and Riviera ISD continued to exceed state performance benchmarks in nearly every tested subject.

The STAAR end-of-course exams are measured using four performance levels: Did Not Meet Grade Level, Approaches Grade Level, Meets Grade Level and Masters Grade Level. The latter two categories indicate a higher level of subject mastery and college and career readiness.

## City CONTINUED FROM PAGE 1

development and community character.

Residents, business owners, students and visitors are being encouraged to participate in a community survey that is expected to take approximately 10 to 15 minutes to complete.

Survey sections include resilient priorities, mobility and access, housing and neighborhood stability, economy and community identity, infrastructure and environment, and mapping.

Economic Development Director Manry Salazar said public participation is essential to the process and noted that focus groups are scheduled for late June.

He urged residents to complete the

survey by using the QR code and to participate in town hall meetings that are currently being planned.

Salazar said the results of the survey will become a guiding document for the city and will help support future applications for grants related to development and growth.

In addition to the survey, the city is hosting listening sessions with stakeholder groups as consultants with Half begin drafting the comprehensive plan.

City officials said the sessions will allow consultants to hear from a cross-section of public and private community leaders early in the planning process.



## PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, July 13, 2026, at 5:00 P.M. to discuss and/or take action on the following item:

Request for an alcohol variance for a Late Hours Certificate (LH) for the establishment known as Kwik Pantry #2 at 730 W. Corral Street, Kingsville, Texas. (Note: The establishment already has a BG License.) The meeting will be held at City Hall, 400 West King, Kingsville, Texas in the Helen Kieberg Groves Community Room. If you have any questions about the items on the agenda, please contact the City Secretary at (361) 595-8002.

## PUBLIC NOTICE

On June 8, 2026, the Kingsville City Commission had public hearings and action items to consider condemnation of structures on the following properties. The City Commission found the structures on each of the properties to be dangerous, unsafe, in violation of city ordinances, unable to be corrected without substantial expense of reconstruction, and a public nuisance. The Commission ordered the property owner/agent/person in charge of each of the properties to demolish the structures within 30 days:

- 607 W. Ragland, Kingsville, Texas
- 513 W. Doddridge, Kingsville, Texas
- 711 W. Johnston, Kingsville, Texas
- 515 E. Lee, Kingsville, Texas
- 623 W. Ella, Kingsville, Texas
- 501 W. Ella (2 structures), Kingsville, Texas
- 627 E. Ave. C, Kingsville, Texas
- 228 W. Ave. A, Kingsville, Texas

A copy of each order can be obtained from the City Secretary at City Hall (400 W. King Avenue, Kingsville, Texas) or by mailing her at P.O. Box 1458, Kingsville, Texas 78364.

## KISD

CONTINUED FROM PAGE 1 —  
mentary School and Harvey Elementary School.

The board also approved athletic stipends for the 2026-27 school year following an extended discussion.

Perez questioned the number of varsity assistant football coaches included in the stipend schedule. Athletic Director and Head Football Coach Marcus Graham said the district employs nine assistant coaches who work with all football programs.

Perez and Salinas also asked Graham about his additional responsibilities as athletic director and head football coach. Graham said his duties include overseeing the varsity assistant coaching staff and broader athletic program operations.

Under the approved stipend schedule, the head football coach will receive a \$10,000 stipend, while varsity assistant football coaches will receive \$7,000 stipends.

The motion passed on a 3-2 vote, with Garcia, Ruiz and Chapa voting in favor. Perez and Salinas voted against the proposal.

The board also announced that Kingsville ISD administrative offices will be closed June 29 through July 3.



HOME HEALTH AGENCY, INC.

*Celebrating 30 Years*

**PROVIDER SERVICES**

**HOME HEALTH**

**HOSPICE**

**NEW PAY RATE**



\$15 PER HOUR\*

(361) 226-4009

\*Restrictions apply.



HAPPY JUNE TEENTH

The Kingsville Record office will be closed Friday, June 19, 2026 in observance of Juneteenth. The office will reopen Monday, June 22.



# **PUBLIC HEARING #2**

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



---

## MEMO

**Date:** June 4, 2026

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

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

**Subject:** **The City of Kingsville Planning and Development Services Department is seeking approval from the City Commissioners and Mayor to approve a Special Use Permit for mobile home/manufactured home on a parcel of land in AG (Agricultural) at ERNESTO PEREZ ADDN**

**Summary:** Applicant Ernesto Perez submitted an application for a Special Use permit to the Planning and Zoning Department on June 1, 2026. The applicant is requesting the Special Use Permit to install a mobile home/manufactured home on a tract of land that is currently zoned Agricultural.

The Planning and Zoning Board met on July 1, 2026, and a quorum was present. The board unanimously approved the special use permit.

The department recommends approval.

**Manny Salazar**  
**Economic Development and Interim Planning Director**

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



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**To:** Charlie Sosa (City Manager)  
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The department recommends approval.

**Manny Salazar**  
Economic Development and Interim Planning Director



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

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

**PROPERTY INFORMATION:** (Please PRINT or TYPE)

Project Address 2725 E Corral Nearest Intersection Hwy 77 and East Corral

(Proposed) Subdivision Name \_\_\_\_\_ Lot 1 Block \_\_\_\_\_

Legal Description Ernesto Perez ADDN, 2011, ACRES 1.00

Existing Zoning Designation AG-Agriculture Future Land Use Plan Designation AG-

**OWNER/APPLICANT INFORMATION:** (Please PRINT or TYPE)

Applicant/Authorized Agent Ernesto Perez Phone 361-206-0000

Email Address (for project correspondence only): hsolis@cityofkingsville.com

Mailing Address 1503 E. Faldrae City Kingsville State TX Zip 78363

Property Owner Ernesto Perez Phone 361-206-0000 FAX \_\_\_\_\_

Email Address (for project correspondence only): \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

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


Please provide a basic description of the proposed project:  
Request to have mobile home installed on property on 2725 E Corral

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

Applicant's Signature [Signature] Date: 6-1-26  
 Property Owner's Signature [Signature] Date: 6-1-26  
 Accepted by: [Signature] Date: 6-1-26

# Kleberg CAD Property Search

## Property Details

<b>Account</b>		
<b>Property ID:</b>	53987	<b>Geographic ID:</b> 125300001000192
<b>Type:</b>	R	<b>Zoning:</b>
<b>Property Use:</b>		
<b>Location</b>		
<b>Situs Address:</b>	2725 E CORRAL AVE TX	
<b>Map ID:</b>	B1	<b>Mapsco:</b>
<b>Legal Description:</b>	ERNESTO PEREZ ADDN, LOT 1, ACRES 1.00	
<b>Abstract/Subdivision:</b>	S253	
<b>Neighborhood:</b>		
<b>Owner</b>		
<b>Owner ID:</b>	64285	
<b>Name:</b>	PEREZ ERNESTO	
<b>Agent:</b>		
<b>Mailing Address:</b>	 KINGSVILLE, TX 78363	
<b>% Ownership:</b>	100.0%	
<b>Exemptions:</b>	For privacy reasons not all exemptions are shown online.	

## Property Values

<b>Improvement Homesite Value:</b>	\$0 (+)
<b>Improvement Non-Homesite Value:</b>	\$26,780 (+)
<b>Land Homesite Value:</b>	\$0 (+)
<b>Land Non-Homesite Value:</b>	\$31,030 (+)
<b>Agricultural Market Valuation:</b>	\$0 (+)
<b>Market Value:</b>	\$57,810 (=)
<b>Agricultural Value Loss:</b>	\$0 (-)

<b>Appraised Value:</b>	\$57,810 (=)
<b>HS Cap Loss:</b>	\$0 (-)
<b>Circuit Breaker:</b>	\$0 (-)
<b>Assessed Value:</b>	\$57,810
<b>Ag Use Value:</b>	\$0

**VALUES DISPLAYED ARE 2026 PRELIMINARY VALUES AND ARE SUBJECT TO CHANGE PRIOR TO CERTIFICATION.**

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

**Property Taxing Jurisdiction**

**Owner:** PEREZ ERNESTO %Ownership: 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax
CKI	CITY OF KINGSVILLE	0.769180	\$57,810	\$57,810	\$444.66
GKL	KLEBERG COUNTY	0.771870	\$57,810	\$57,810	\$446.22
SKI	KINGSVILLE I.S.D.	1.410400	\$57,810	\$57,810	\$815.35
WST	SOUTH TEXAS WATER AUTHORITY	0.059699	\$57,810	\$57,810	\$34.51

**Total Tax Rate:** 3.011149

**Estimated Taxes With Exemptions:** \$1,740.74

**Estimated Taxes Without Exemptions:** \$1,740.74

Sec. 1. Land use chart.

The following chart shall set out the land uses within the city:

P = Permitted

S = Special use permit required

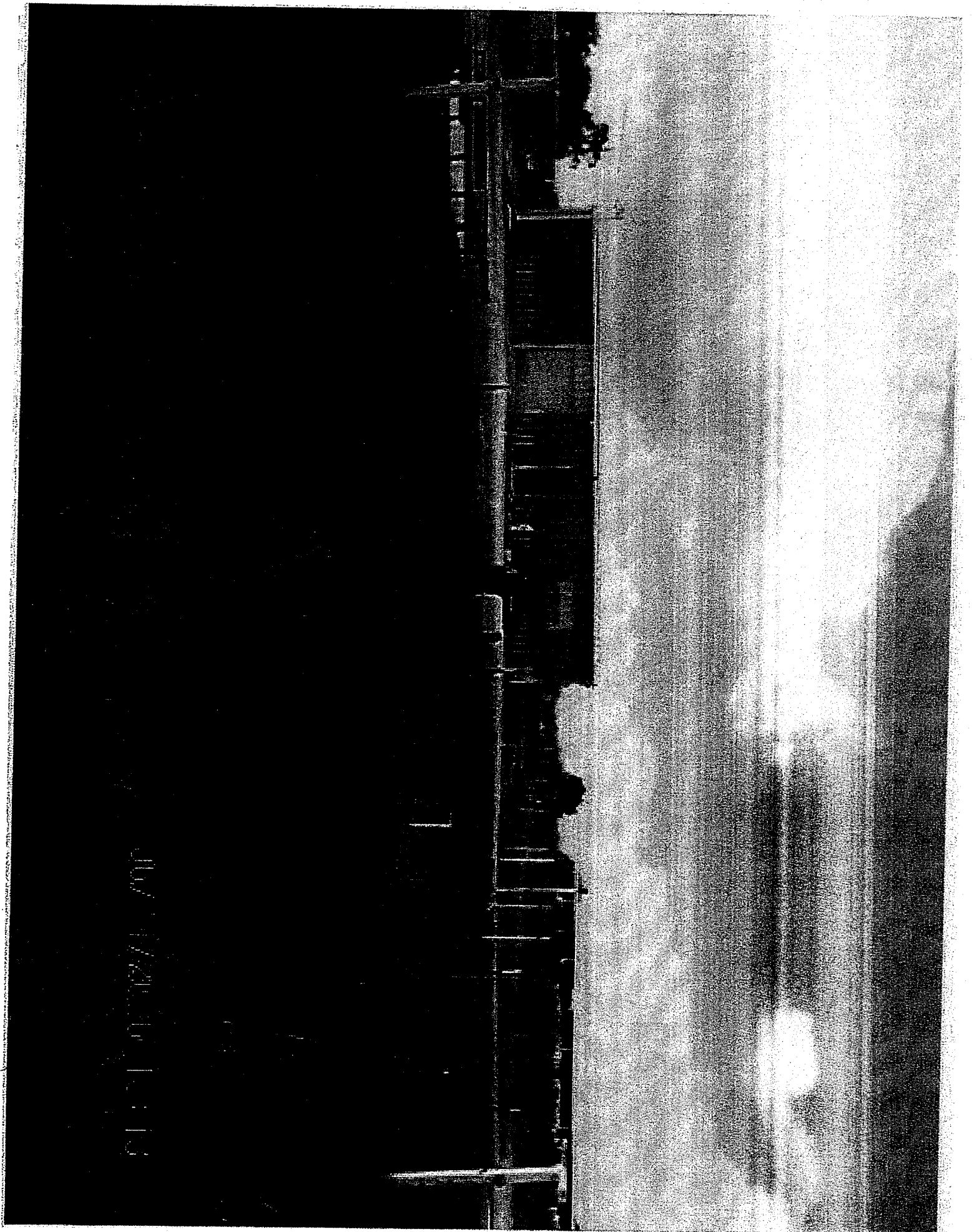
X = Special review required

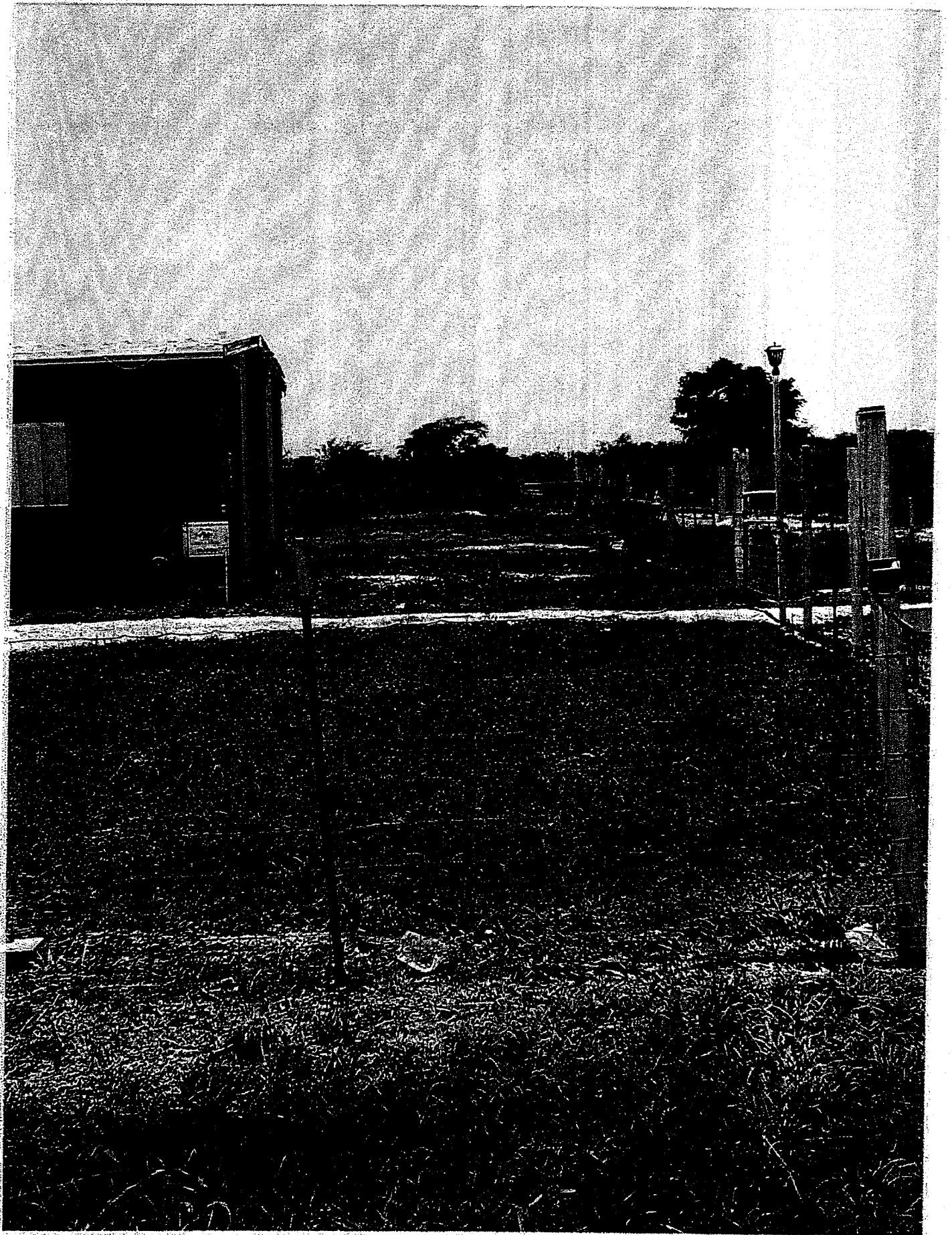
= Not permitted (absence of any symbol)

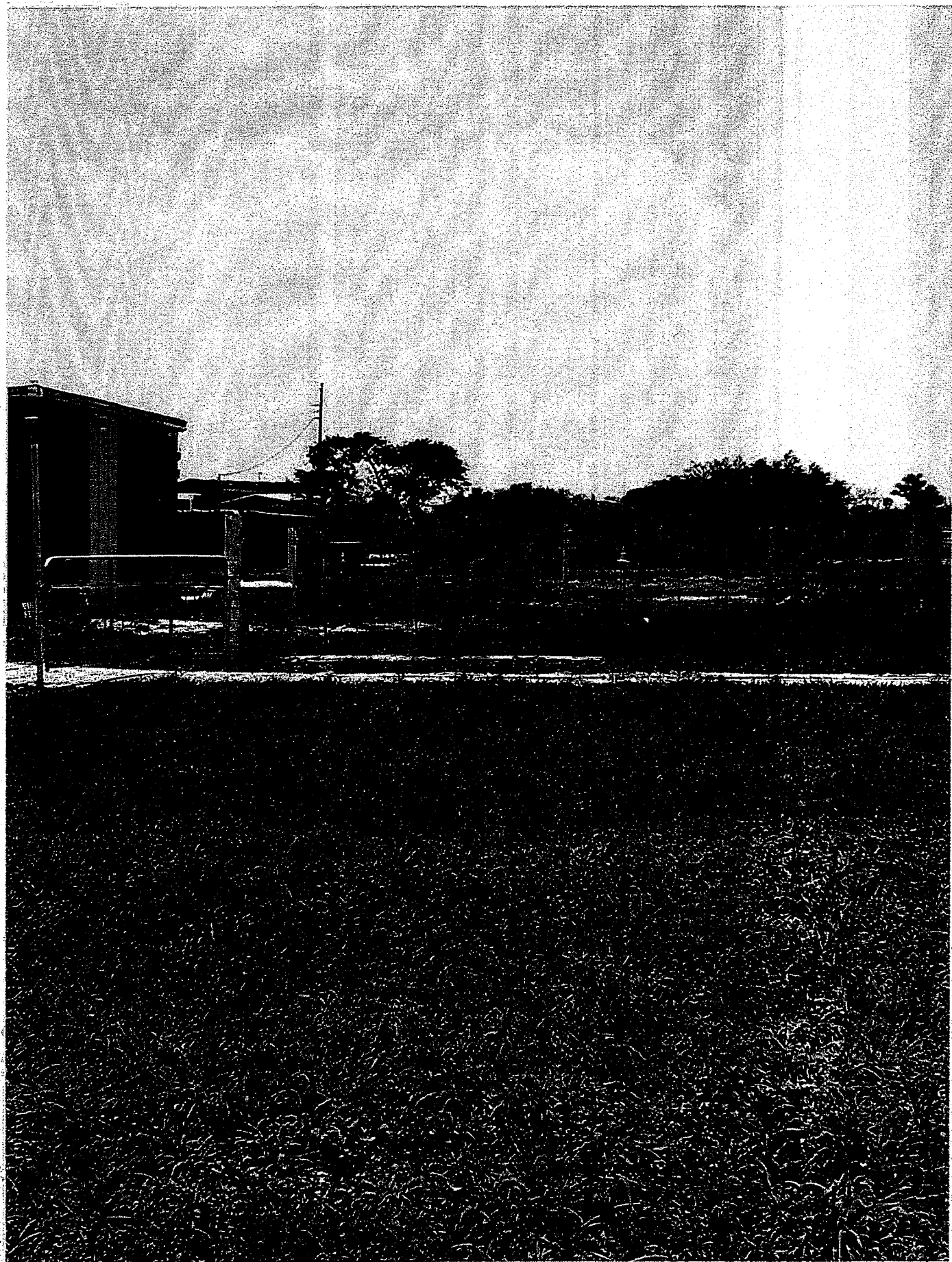
[Land Use Chart on the following pages]

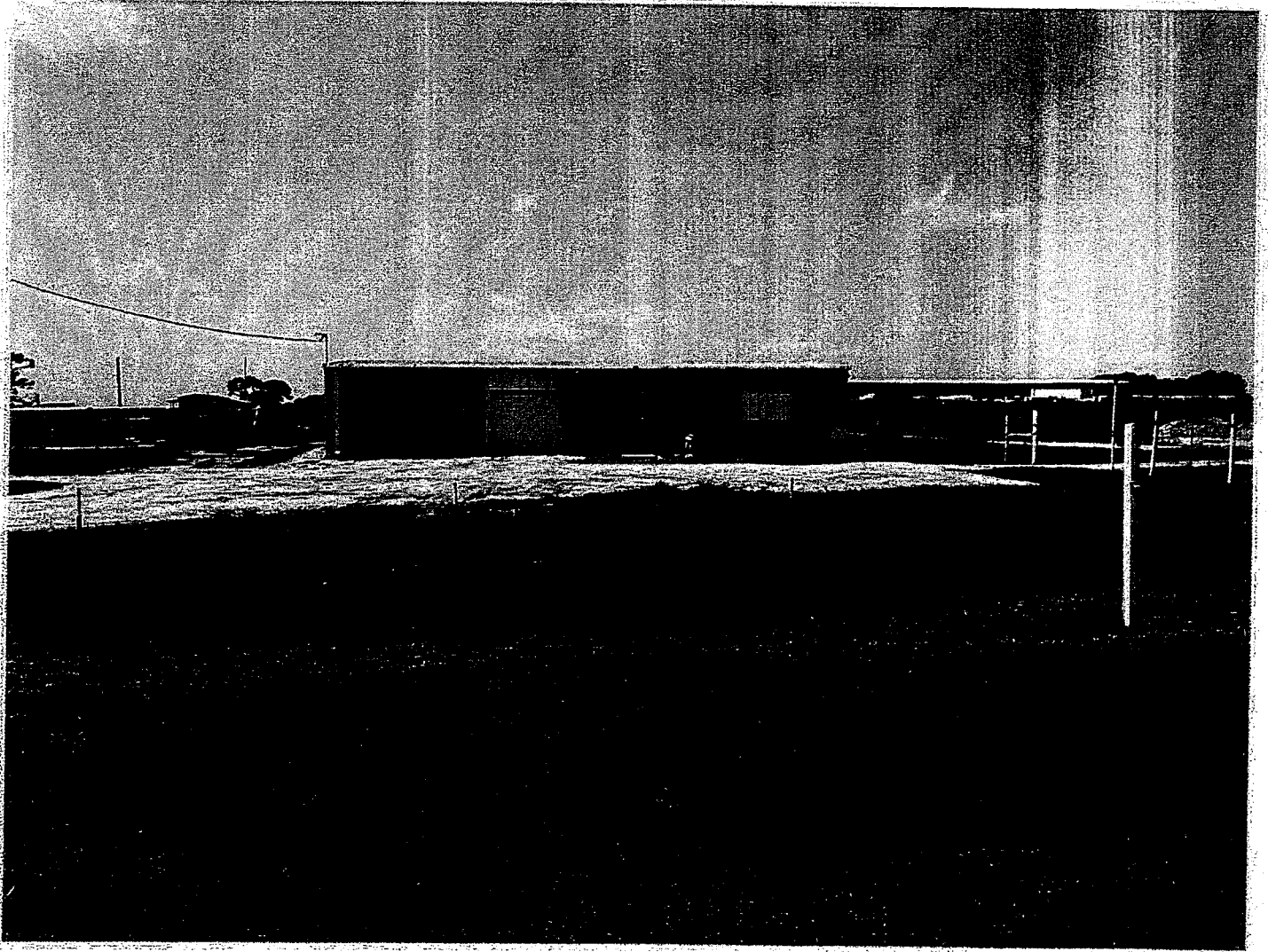
Land Use Chart													
Land Use Description	R1	R2	R2A	R3	R4	MH	C1	C2	C3	C4	I1	I2	Ag
Dwelling, one-family det.	P	P		P	P	P	P	P	P				P
Dwelling, one-family att.		P	P	P	P		S	P					P
Dwelling, two-family		P		P	P		S	P					
Dwelling, multi-family				P	P		P	P	P				
Tiny Homes		P	P			P							
Dwelling, above business									P				
Work/live units									P				

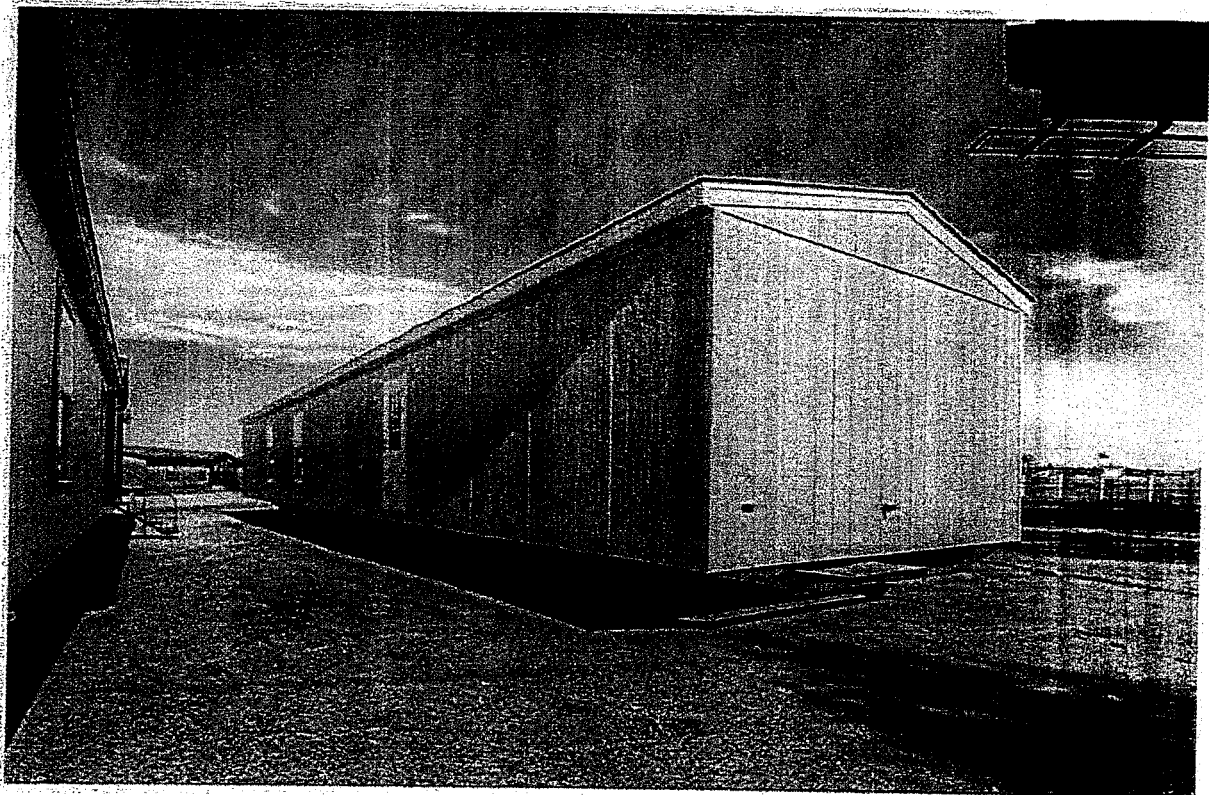
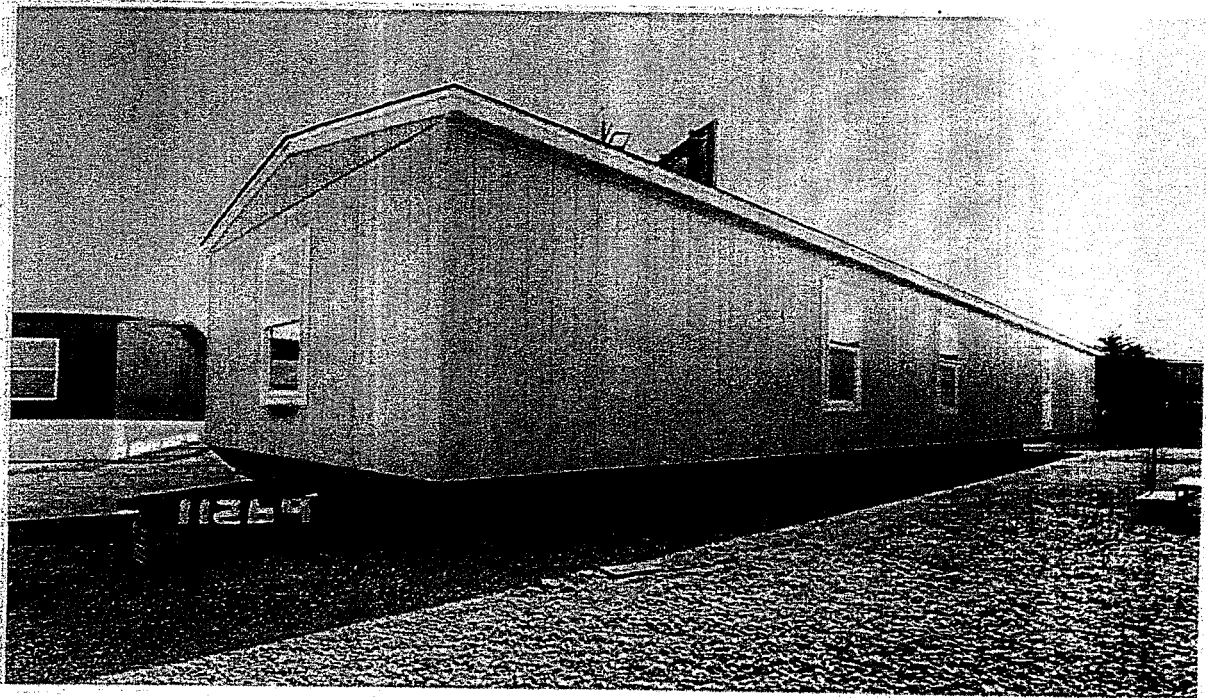
Land Use Chart													
Land Use Description	R1	R2	R2A	R3	R4	MH	C1	C2	C3	C4	I1	I2	Ag
Mobile home/manufactured home park or mobile home/manufactured home on lot	S	S		S	S	P					S	S	S
Recreational vehicle park						P		S		S			
Secondary res. structure					P	P		S	S		S	S	S
Other residential accessory and incidental uses	S	S		S	S	S					S	S	
Accessory building	P	P		P	P	P	P	P	P	P	P	P	P
Community center (private)	S	S		S	S	S	P	P	P				
Accessory farm building					P	P	P	P	P	P	P	P	P

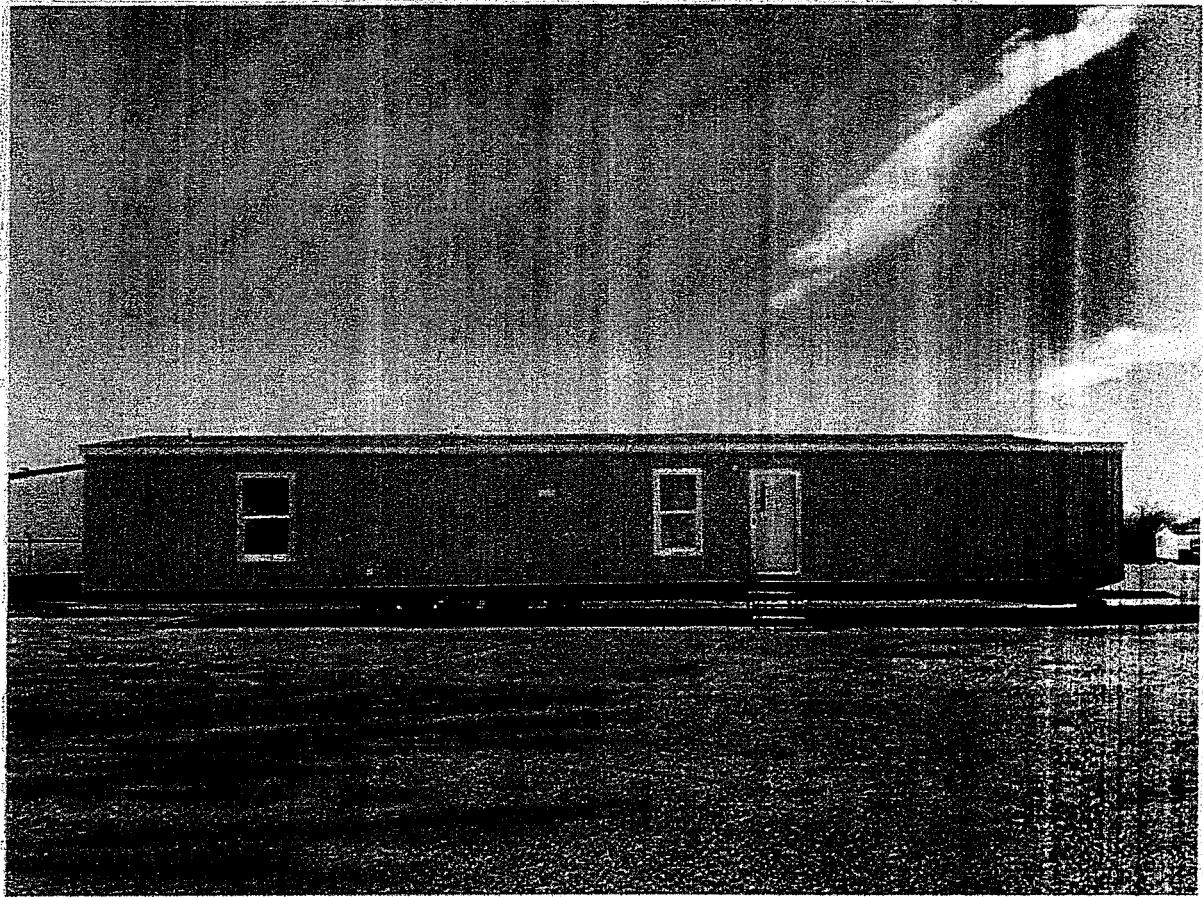




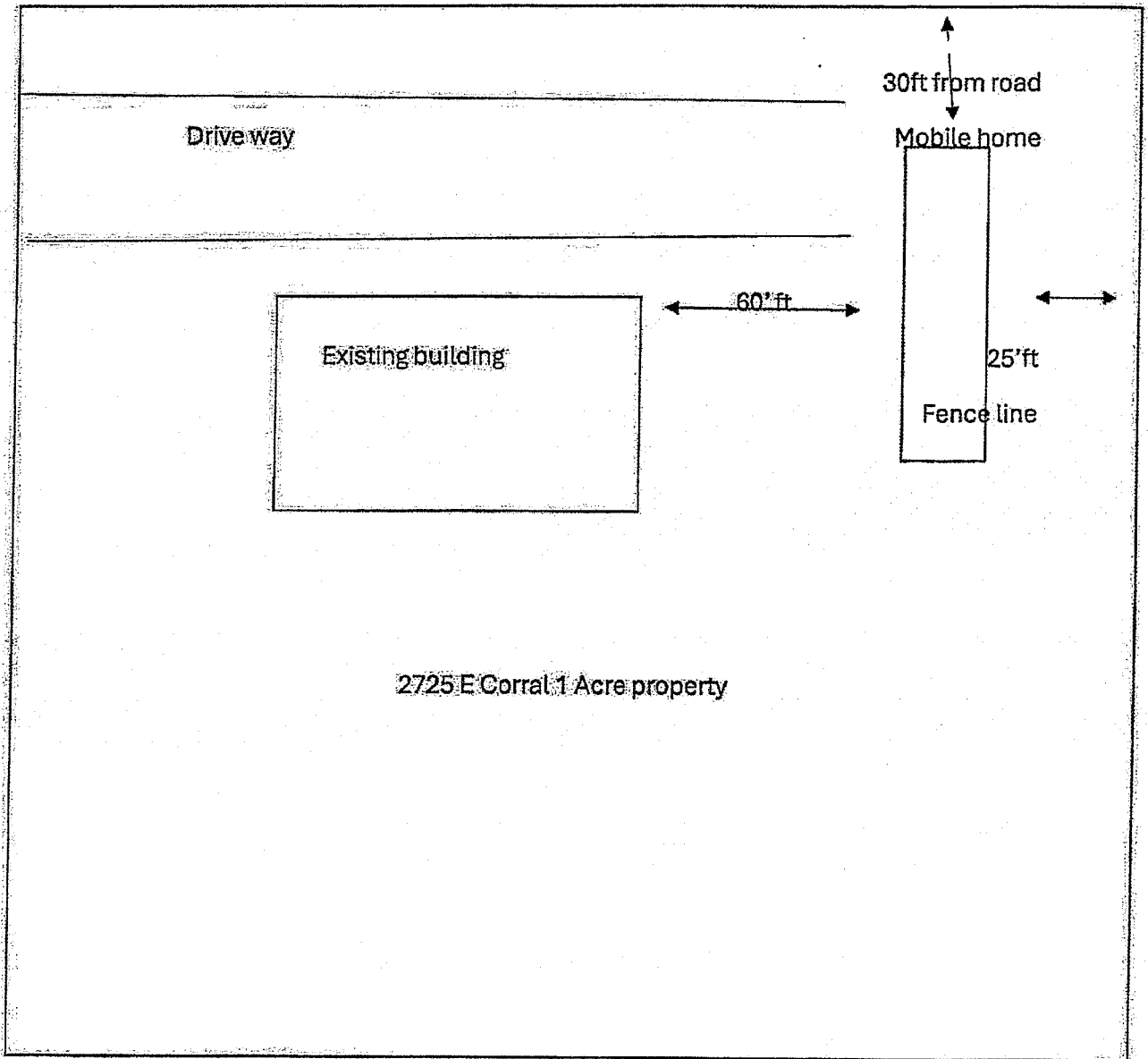


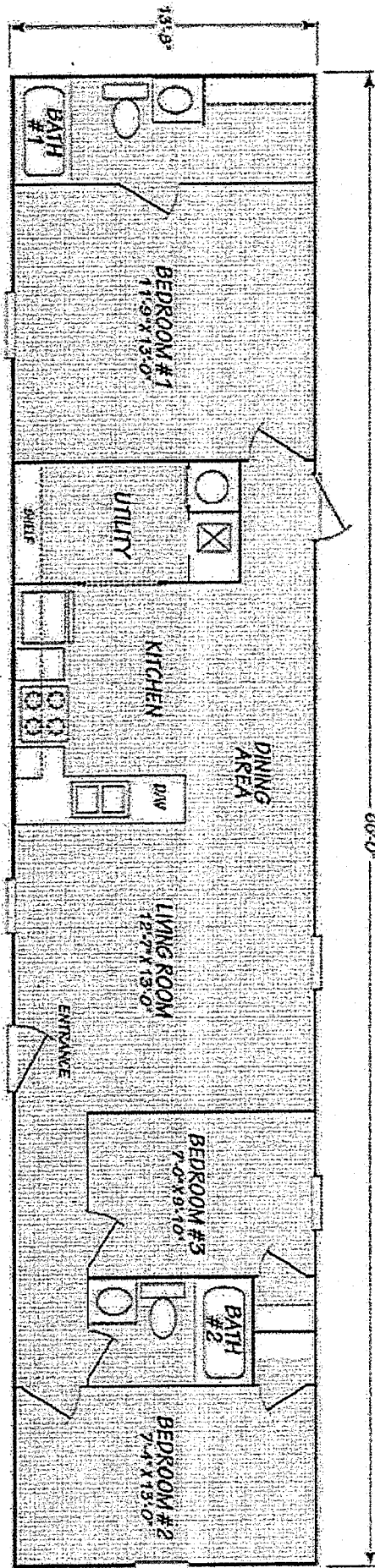






Corral Ave





# 200-FT Buffer at Property ID 53987



**Legend**

- 200 FT Buffer
- Ownership Labeled by Property ID
- City Limits

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

Page 1 of 1	Drawn By: R. PICK	<p><b>DISCLAIMER:</b>          THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.</p>	<p><b>CITY OF KINGSVILLE</b>  <b>ENGINEERING DEPARTMENT</b>          400 W. King Ave; Kingsville, TX 78363          Office: (361) 595-8007          Fax: (361) 595-8064</p>
	Last Update: 6/1/2026		
	Note: Ownership is labeled with its Prop ID.		

Integrity Energy International LLC  
PO Box 5342  
Kingsville, TX 78364  
#10395

Kleberg County Trustee  
PO Box 1457  
Kingsville, TX 78364  
#4001358

Thomas D Smith  
ETUX Angela L  
2901 E Corral Ave  
Kingsville, TX 78363  
#25545

J Filiberto Garcia LLC  
1632 E Santa Gertrudis St  
Kingsville, TX 78363  
#19868

Integrity Energy International LLC  
PO Box 5342  
Kingsville, TX 78364  
#25670

T A Kingsville LLC  
500 I-45 N  
Huntsville, TX 77320  
#48985

Ernesto Vera Jr  
2804 N Armstrong St  
Kingsville, TX 78363  
#23286

## Kingsville Chamber of Commerce hosts State of the City

By Dylan Dozier  
Publisher

Mayor Sam Fugate highlighted infrastructure investments, economic development projects and public safety initiatives during the State of the City address hosted by the Kingsville Chamber of Commerce on Wednesday at Texas A&M University-Kingsville.

Fugate introduced city commissioners and department heads before outlining the city's accomplishments and ongoing challenges. He said the city is facing a \$2.43 million budget deficit for fiscal year 2025-26.

The Kingsville Fire Department responded to 4,085 service calls in 2025, including 450 fire calls and 3,635 emergency medical service calls. Officials also discussed progress on the city's new Fire Station No. 3. The Kingsville Police Department reported expanding its K-9 program and modernizing departmental policies.

Public works officials addressed challenges involving the city's aging water and wastewater infrastructure. The department has completed repairs or improvements on 4.15 miles of streets in 2025.

Fugate also highlighted development of a new animal shelter. Mayor Fugate praised Parks and Recre-

ation Director Susan Ivy for creating opportunities and activities for local children.

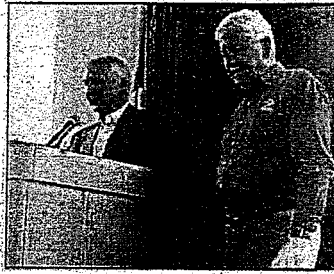
The engineering department discussed several planned projects, including the future extension of Caesar Avenue from 14th Street to Interstate 69. The project is estimated to cost approximately \$30 million.

Officials also discussed plans to cover a drainage ditch at the entrance to Santa Gertrudis Estates. Economic development leaders reviewed several new businesses and projects expected to open or expand in Kingsville. These include a new location of Buffalo Wild Wings and a store from James Avery Artisan Jewelry on 14th Street.

Other projects include the opening of La Platera Wine Bar downtown, The Bulpen in the former Bray's building, and Western Outdoors along the highway. Fugate also said the existing IHOP will be converted into a dual-branded IHOP and Applebee's restaurant.

The mayor also highlighted \$16.4 million in wastewater infrastructure projects, including new blower equipment and multiple rehabilitation efforts.

Fugate noted several ongoing projects involving partnerships between the city, Kleberg County and Texas A&M University-Kingsville.



First Baptist Church Pastor Bobba Stahl delivers the invocation before the State of the City luncheon Wednesday at Texas A&M University-Kingsville. Kingsville Mayor Sam Fugate stands nearby as community leaders, business owners and residents gather for the annual address hosted by the Kingsville Chamber of Commerce. (Photo by Dylan Dozier)

## In Loving Memory



### Aurelia Rojas Soliz

November 12, 1934 - June 4, 2026

Aurelia "Lile" Rojas Soliz, of Kingsville, Texas, entered eternal rest on June 4, 2026, in Corpus Christi, Texas, at the age of 91.

Born on November 12, 1934, in Riviera, Texas, to Perfecto and Anacleto Rojas, Lile built a life centered on family, faith, and caring for others. As a homemaker and caregiver, she devoted countless hours to looking after those around her, always placing the needs of her loved ones before her own.

Lile was a longtime member of Our Lady of Good Counsel Catholic Church. She was a source of strength and guidance for her family, offering a listening ear, wise advice, and steady support throughout the years. Whether sharing stories, preparing meals, or gathering with family, she found her greatest happiness in the company of those she loved.

She was preceded in death by her husband, Frank R. Soliz; her daughters, Gloria Soliz and Josie S. La Cross; her brothers, Juan Rojas, Pablo Rojas, Perfecto Rojas Jr., and Vic Rojas; and her sister, Aurora De Luna. Those left to treasure her memory

include her daughters, Yolanda R. Soliz of Corpus Christi; her sons, Frank Soliz Jr. of Baytown, Raul (Patsy) Soliz of Kingsville, and Luis Soliz of Kingsville; her nine grandchildren, Mishell, Sherna, Lyllio, Trishu, Raul Jr., Luis Jr., Len, Steven, and Dorian; twelve great-grandchildren; one great-great-granddaughter; her sister, Matilde Carr of Oklahoma; and numerous nieces, nephews, cousins, and friends.

Visitation was held on Tuesday, June 9, 2026, that began at 8 a.m. at Ramirez-Solis Funeral Home, with a Rosary that was recited at 10 a.m. A Funeral Mass was celebrated at 12 p.m. at Our Lady of Good Counsel Catholic Church, with Father Paulson officiating. Interment will follow at Chamberlain Cemetery.

The family will remember Lile for her generous nature, her quiet resilience, and the care she showed to those fortunate enough to know her. Her presence will be deeply missed, but the memories she created and the values she passed on will remain with her family for years to come.

**LEGACY**

*Celebrating 30 Years*

**PROVIDER SERVICES**

**HOME HEALTH**

**HOSPICE**

**NEW PAY RATE**

**\$15 PER HOUR\***

*\*Restrictions apply.*

**(361) 226-4009**

## Shooting

Continued from page 1... investigations, certain details are being withheld to protect the integrity of the investigative process and to ensure the accuracy of information being gathered and analyzed. The release stated: The department did not

release additional details about the victim or any possible suspects. Kingsville police are asking anyone with information to contact Kingsville Crime Stoppers at 361-592-4636. Tips may be submitted anonymously.

## Arrest

Continued from page 1... customer at the store. During the investigation, officers identified the individual as Barrera. According to Blair, a representative of the business alleged that Barrera made physical contact with a loss prevention specialist during the encounter. The employee expressed a desire to pursue charges.

Blair said Barrera was arrested, and during a search conducted incident to the arrest, officers located a small baggie containing a substance believed to be a controlled substance. The substance was submitted for further analysis.

Barrera was transported to the Kleberg County jail and booked on charges of possession of a controlled substance in Penalty Group 1, a third-degree felony, simple assault and possession of drug paraphernalia.

Justice of the Peace Frederick A. Chris Lee set bond at \$5,000 on Jan. 25. Barrera posted bond later that day.

An indictment is a formal accusation of a crime and is not evidence of guilt. Barrera is presumed innocent unless and until proven guilty in a court of law.

### PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, July 01, 2026, at 6:00 p.m. wherein the Commission will discuss and/or take action on the following item and at which time all interested persons will be heard:

**Ernesto Perez Sr, Applicant/Owner, requesting approval of a Special Use Permit for a Mobile home/manufactured home on a parcel of land, in AG (Agricultural) at ERNESTO PEREZ ADDN, LOT 1, ACRES 1.00, also known as 2725 East Corral Ave., Kingsville, TX 78363 (Property ID 53987).**

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

### PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, July 13, 2026, at 5:00 p.m. wherein the City Commission will discuss the consideration of the following item and at which time all interested persons will be heard:

**Ernesto Perez Sr, Applicant/Owner, requesting approval of a Special Use Permit for a Mobile home/manufactured home on a parcel of land, in AG (Agricultural) at ERNESTO PEREZ ADDN, LOT 1, ACRES 1.00, also known as 2725 East Corral Ave., Kingsville, TX 78363 (Property ID 53987).**

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

### Billy Gene Payne

October 29, 1929 - June 2, 2026

Billy Gene Payne, Corpus Christi 96, passed away June 2, 2026. Arrangements provided by Sawyer-George Funeral Home, Services on Jun 22, 1 p.m. at Coastal Bend State Veterans Cemetery. Interment at Coastal Bend State Veterans Cemetery.

See more Obituaries on Page 10.

**ORDINANCE #2026-\_\_\_\_\_**

**AMENDING THE ZONING ORDINANCE BY GRANTING A SPECIAL USE PERMIT TO PLACE A MOBILE HOME IN AG (AGRICULTURAL) DISTRICT AT 2725 E. CORRAL, KINGSVILLE, TX. ALSO KNOWN AS ERNESTO PEREZ ADDN, LOT 1, ON A 1.00 ACRE TRACT (PROPERTY ID 53987); AMENDING THE COMPREHENSIVE PLAN TO ACCOUNT FOR ANY DEVIATIONS FROM THE EXISTING COMPREHENSIVE PLAN; PROVIDING FOR PUBLICATION;**

**WHEREAS**, the Planning and Zoning Commission has forwarded to the City Commission its reports and recommendations concerning the application of Ernesto Perez, Sr., owner/applicant, for amendment to the zoning map of the City of Kingsville with the request based on City Code sections 15-6-23(C)(10) and 15-2-3(E) as this property is zoned AG (Agricultural District);

**WHEREAS**, the property is currently zoned AG-Agricultural District and it is desired for the area to be used for a single-family residential Mobile Home Use;

**WHEREAS**, the City Code of Ordinances, Chapter XV-Land Usage, Appendix A- Land Use Categories states that in AG special use permit is required to have a Mobile Home as listed on the SUP application;

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

**WHEREAS**, with proper notice to the public, public hearings were held on Wednesday, July 1, 2026, during a meeting of the Planning and Zoning Commission, and on Monday, July 13, 2026, during a meeting of the City Commission, in the Helen Kleberg Groves Community Room/Commission Chambers, at City Hall, in the City of Kingsville, during which all interested persons were allowed to appear and be heard; and

**WHEREAS**, a majority of the Planning and Zoning Commission voted 4-0 to APPROVE the requested special use permit; and

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

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

**SECTION 1.** That the Zoning Ordinance of the City of Kingsville, Texas, is amended and a Special Use Permit is granted for a single family residential Mobile Home Use on the premises known as 2725 E. Corral, Kingsville, TX. also known as Ernesto Perez Addn, Lot 1, on a 1.00 acre tract (Property ID 53987) as more specifically described on site plan attached as Exhibit A.

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

1. **ALLOWED USE:** The only use authorized by this Special Use Permit is as a single family residential Mobile Home Use and not for any commercial purposes.

2. **TIME LIMIT:** This Special Permit is good for the duration of the mobile home from the date of this ordinance **unless** (a) the property is not being used for the purpose outlined in Condition 1, or (b) any other conditions have not been complied with, or (c) there is a change in ownership of the property.

3. **SPECIAL CONDITION:** (3.1) The applicant shall obtain all required licenses for obtaining and using a mobile home and obtains all permits for building, fire and health thereby meeting all adopted codes to operate said business, and shall cooperate with all annual fire safety, health, and sanitation inspections, in order to maintain compliance with state and city regulations for a mobile home at the location. (3.2) All activity on site shall be in complete compliance of all City codes, especially the nuisance, fire, building and zoning codes.

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

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

**SECTION 5.** That to the extent that these amendments to the Zoning Ordinance represent a deviation from the Comprehensive Plan, the Comprehensive Plan is amended to conform to the Zoning Ordinance, as amended by this ordinance.

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

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

**INTRODUCED** on this the 13<sup>th</sup> day of July, 2026.

**PASSED AND APPROVED** on this the 27<sup>th</sup> day of July, 2026.

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

**THE CITY OF KINGSVILLE**

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

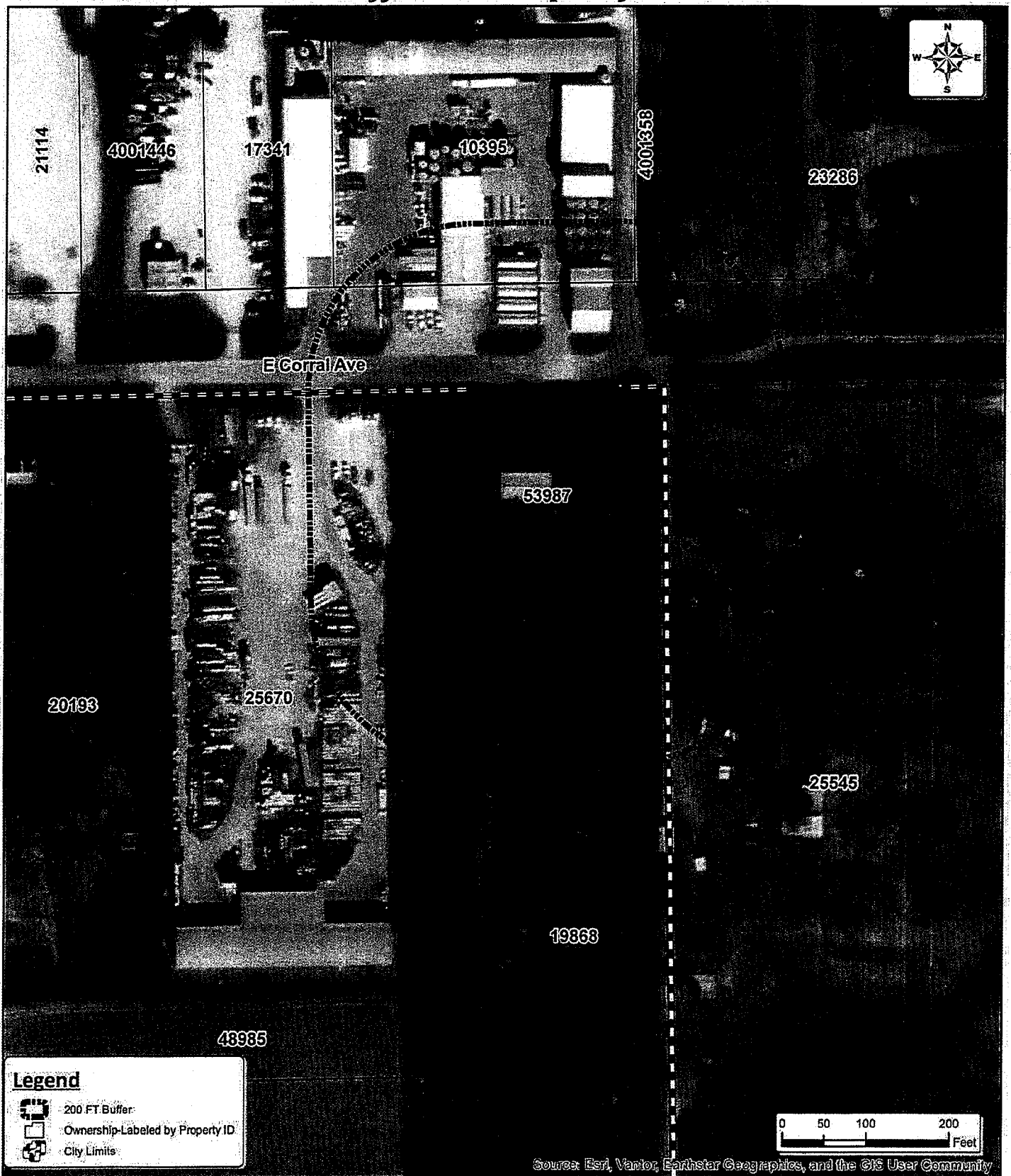
**ATTEST:**

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

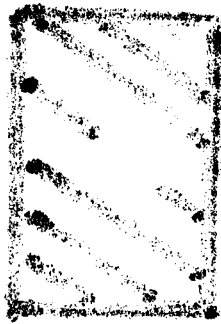
**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Courtney Alvarez, City Attorney

# 200-FT Buffer at Property ID 53987



Page: 1/1	Drawn By: R. PICK	<p><b>DISCLAIMER:</b> THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.</p>	<p><b>CITY OF KINGSVILLE</b> <b>ENGINEERING DEPARTMENT</b> 400 W. King Ave; Kingsville, TX 78363 Office: (361) 595-8007 Fax: (361) 595-8064</p>
	Last Update: 6/1/2026		
	Note: Ownership is labeled with its Prop ID.		

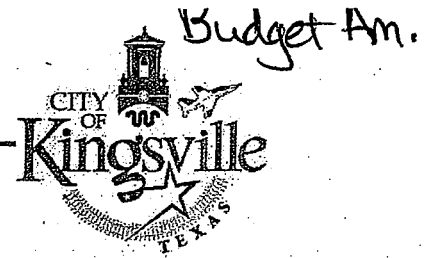


# **CONSENT AGENDA**

# **AGENDA ITEM #1**

# **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 #2**

**City of Kingsville  
Police Department**

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**TO:** Mayor and City Commissioners  
**CC:** Charlie Sosa, City Manager  
**FROM:** John Blair, Chief of Police  
**DATE:** 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 #3**

**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

---

**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

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
<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

# **REGULAR AGENDA**

# **AGENDA ITEM #4**

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



---

## MEMO

**Date:** June 29, 2026

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

**From:** Manny Salazar (Planning and Development Services Director)

**Subject:** **The City of Kingsville Planning and Development Services Department is seeking approval from the City Commissioners and Mayor to approve a Late Hours Certificate Alcohol Variance Kwik Pantry #2, located at 730 W. Corral St.**

**Summary:** The City of Kingsville received an application for a Late Hours Certificate Alcohol Variance for a convenience store, Kwik Pantry #2, located at 730 W. Corral St.

This establishment does currently has a BG license.

**Background:** Texas A&M University Kingsville is located within 300' of this proposed establishment.

The department recommends approval.

**Manny Salazar**  
**Economic Development and Interim Planning Director**



**received**  
 12-8-2025

**Required Certifications**

**Join TABC in the fight against human trafficking**

L-CERT (7/2025)

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

**LOCATION INFORMATION**

1. Trade Name of Location (Name of restaurant, bar, store, etc.) Kwik Pantry #2			
2. Owner of Business/Applicant (Name of Corporation, LLC, etc.) Corpus Eagle Food Mart, Inc.			
3. Type of Owner <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Partnership <input type="checkbox"/> Other			
4. Location Address 730 W Corral Ave			
City Kingsville	County Kleberg	State TX	Zip Code 78363
5. Mailing Address 730 W Corral Ave			
City Kingsville	County Kleberg	State TX	Zip Code 78363
6. Business Telephone Number pending	Alternate Telephone Number	E-mail Address	
7. Application for:			
<input checked="" type="checkbox"/> Original	<input type="checkbox"/> Reinstatement	License/Permit Number	<input type="checkbox"/> Reinstatement and Change of Trade Name
	<input type="checkbox"/> Change of Location	License/Permit Number	<input type="checkbox"/> Change of Location and Trade Name
8A. Type of Off-Premise Retailer License/Permit:			
<input type="checkbox"/> BF Retail Dealer's Off-Premise License	<input type="checkbox"/> E Local Cartage Permit	<input type="checkbox"/> P Package Store Permit	
<input type="checkbox"/> BQ Wine and Malt Beverage Retail Dealer's Off-Premise Permit	<input type="checkbox"/> ET Third-Party Local Cartage Permit	<input type="checkbox"/> Q Wine Only Package Store	
<input type="checkbox"/> LP Local Distributor's Permit			
8B. Type of On-Premise Retailer License/Permit:			
<input type="checkbox"/> BE Retail Dealer's On-Premise License	<input type="checkbox"/> E Local Cartage Permit	<input type="checkbox"/> MB Mixed Beverage	
<input type="checkbox"/> BG Wine and Malt Beverage Retail Dealer's On-Premise Permit	<input type="checkbox"/> FB Food and Beverage Certificate	<input type="checkbox"/> WP Waterpark Permit	
<input type="checkbox"/> BP Brewpub License	<input checked="" type="checkbox"/> LH Late Hours Certificate		
8C. Type of Wholesaler's, Distributor's, or Manufacturer's License/Permit:			
<input type="checkbox"/> BB General Distributor's License	<input type="checkbox"/> D Distillers and Rectifiers Permit - allows on-premise consumption	<input type="checkbox"/> S Nonresident Seller's Permit	
<input type="checkbox"/> BC Branch Distributor's License	<input type="checkbox"/> DS Out-of-State Winery Direct Shipper's Permit	<input type="checkbox"/> SD Brewer's Self-Distribution License	
<input type="checkbox"/> BN Nonresident Brewer's License	<input type="checkbox"/> G Winery - allows on-premise consumption	<input type="checkbox"/> W Wholesaler's Permit	
<input type="checkbox"/> BW Brewer's License	<input type="checkbox"/> J Bonded Warehouse	<input type="checkbox"/> X General Class B Wholesaler Permit	
<input type="checkbox"/> JD Bonded Warehouse (Dry Area)			
9. For On or OFF-Premise Applicants, Indicate Primary Business Type at this Location:			
<input type="checkbox"/> Bar	<input type="checkbox"/> Grocery/Market	<input type="checkbox"/> Package Store	<input type="checkbox"/> Sexually Oriented
<input type="checkbox"/> Civic Center	<input type="checkbox"/> Hotel	<input type="checkbox"/> Public Entertainment Fac. (PEF as defined in Sec. 108.73)	<input type="checkbox"/> Sporting Arena
<input checked="" type="checkbox"/> Convenience Store	<input type="checkbox"/> Motel	<input type="checkbox"/> Racetrack	
<input type="checkbox"/> Delivery Company	<input type="checkbox"/> Movie Theater	<input type="checkbox"/> Restaurant	

**CITY OF KINGSVILLE**

P.O. BOX 1458 – KINGSVILLE, TX 78364



June 18, 2026

Boards of Regents of The Texas A & M University System Real Estate Office  
301 Tarrow Street, 5<sup>th</sup> Floor  
College Station, TX 77840-7896  
#21009

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday, July 13, 2026**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

**Request for an alcohol variance for a Late Hours Certificate (LH) for the establishment known as Kwik Pantry #2 at 730 W Corral Street, Kingsville Texas. (Note: The establishment already has a BG License.)**

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

Thank you,

Yours Sincerely,

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

**Manny Salazar, MEDP**  
Economic Development Director  
Interim Director of Planning & Development Services

COPY

# CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



June 18, 2026

Alvaro Garcia Jr  
Maria Estela Garcia  
5003 Farm House  
San Antonio, TX 78253  
#22807

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday, July 13, 2026**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

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**Manny Salazar, MEDP**  
Economic Development Director  
Interim Director of Planning & Development Services

30104

# CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



June 18, 2026

Housing Authority Of The City Of  
Kingsville  
1000 W Corral Ave  
Kingsville, TX 78363  
#37394

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday, July 13, 2026**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

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**Manny Salazar, MEDP**  
Economic Development Director  
Interim Director of Planning & Development Services

COPIES

# CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



June 18, 2026

Daniel C Barbee  
ETUX Mariko  
12379 Lakeshore N  
Auburn, CA 95602-8118  
#22384

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday, July 13, 2026**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

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**Manny Salazar, MEDP**  
Economic Development Director  
Interim Director of Planning & Development Services

COPIES

# CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



June 18, 2026

**Newell W Atkinson III**  
PO Box 3336  
Alice, Tx 78333  
#12473

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday, July 13, 2026**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

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**Manny Salazar, MEDP**  
Economic Development Director  
Interim Director of Planning & Development Services

COPY

**CITY OF KINGSVILLE**

P.O. BOX 1458 – KINGSVILLE, TX 78364



June 18, 2026

**Tipitapa 8 LLC**  
30725 US HWY 19 N  
Palm Harbor, FL 34684  
#45016

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday, July 13, 2026**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

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**Manny Salazar, MEDP**  
Economic Development Director  
Interim Director of Planning & Development Services

COPI

# CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



June 18, 2026

Susana P Ramirez  
PO Box 657  
Kingsville, TX 78363  
#13681

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday, July 13, 2026**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

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Economic Development Director  
Interim Director of Planning & Development Services

COPY

# CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



June 18, 2026

Boards of Regents of The Texas A & M University System Real Estate Office  
301 Tarrow Street, 5<sup>th</sup> Floor  
College Station, TX 77840-7896  
#16219

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday, July 13, 2026**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

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**Manny Salazar, MEDP**  
Economic Development Director  
Interim Director of Planning & Development Services

COPY

# CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



June 18, 2026

Susana P Ramirez  
PO Box 657  
Kingsville, TX 78363  
#22978

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday, July 13, 2026**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

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**Manny Salazar, MEDP**  
Economic Development Director  
Interim Director of Planning & Development Services

COPIES

# CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



June 18, 2026

Kingsville Multifamily Investments LLC  
11816 Inwood RD STE 3011  
Dallas, TX 75244  
#13282

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday, July 13, 2026**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

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Economic Development Director  
Interim Director of Planning & Development Services

**COPI**

**CITY OF KINGSVILLE**

P.O. BOX 1458 – KINGSVILLE, TX 78364



June 18, 2026

**YMG Investments LLC**  
10617 N 28<sup>th</sup> St  
McAllen, TX 78504  
#20336

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday, July 13, 2026**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

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**Manny Salazar, MEDP**  
Economic Development Director  
Interim Director of Planning & Development Services

COPIES

# CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



June 18, 2026

Elvia Garcia  
802 W F Ave  
Kingsville, TX 78363  
#17434

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday, July 13, 2026**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

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Thank you,

Yours Sincerely,

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**Manny Salazar, MEDP**  
Economic Development Director  
Interim Director of Planning & Development Services

CONFIDENTIAL

# CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



June 18, 2026

Ramon DeLaPaz  
Etux Ostine E Watts  
1415 E FM 1717  
Kingsville, TX 78363  
#23895

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday, July 13, 2026**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

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**Manny Salazar, MEDP**  
Economic Development Director  
Interim Director of Planning & Development Services

COPI

# CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



June 18, 2026

**Ruben Pena  
Etux Martha  
3411 S Brahma BLVD  
Kingsville, TX 78363  
#25418**

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday, July 13, 2026**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

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**Manny Salazar, MEDP**  
Economic Development Director  
Interim Director of Planning & Development Services

**COPY**

# CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TX 78364



June 18, 2026

Abide Church Kingsville  
717 W Corral  
Kingsville TX 78363  
#18513

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday, July 13, 2026**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

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**Manny Salazar, MEDP**  
Economic Development Director  
Interim Director of Planning & Development Services

COPY

**CITY OF KINGSVILLE**

P.O. BOX 1458 – KINGSVILLE, TX 78364



June 18, 2026

Jessica Marie Gamez  
Estevan Gabriel Gamez  
810 W Ave F  
Kingsville TX 78363  
#25776

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday, July 13, 2026**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

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Thank you,

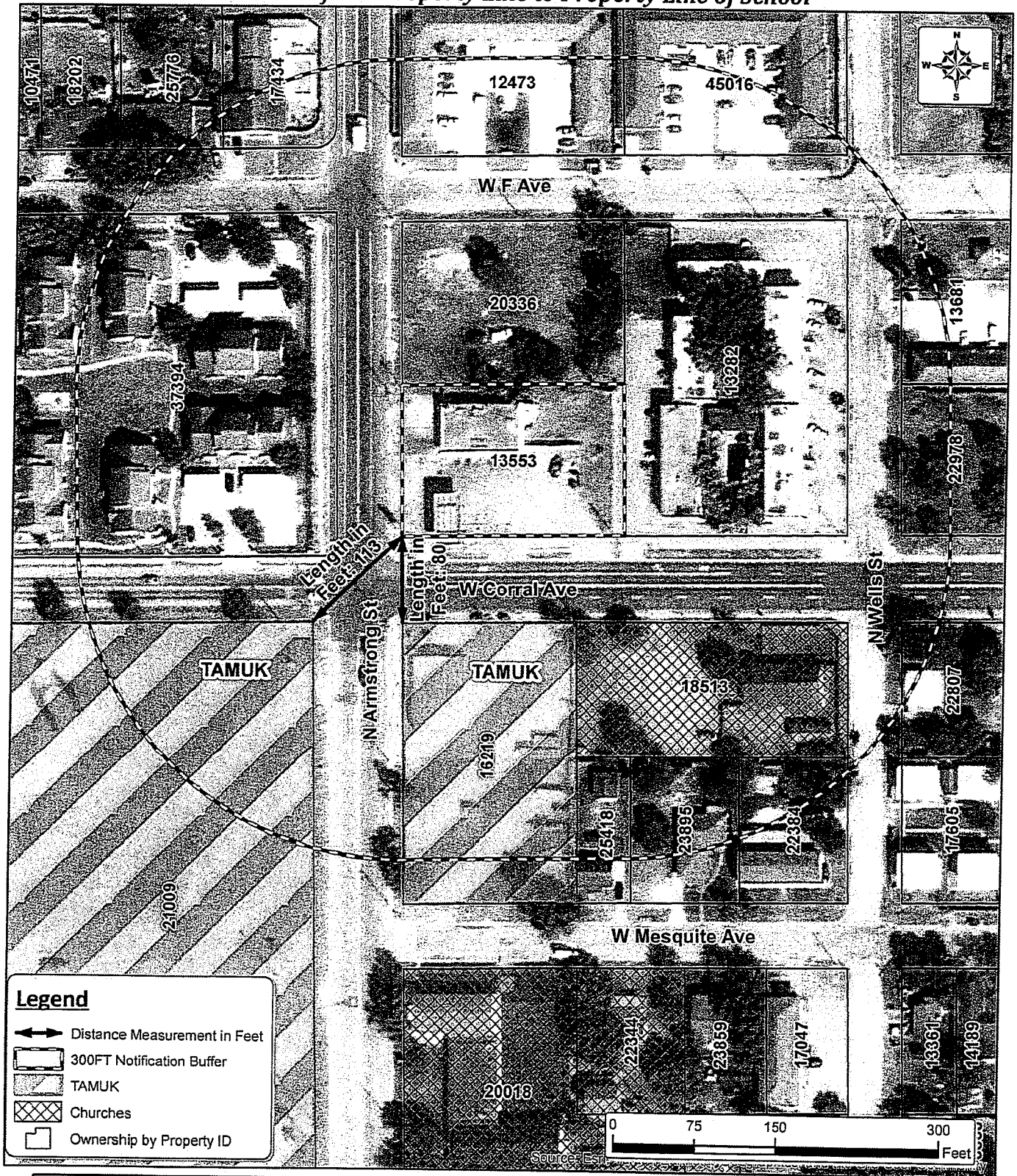
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




**Manny Salazar, MEDP**  
Economic Development Director  
Interim Director of Planning & Development Services

COPY

**Alcohol Permit - 730 W Corral Ave/Prop ID: 13553**  
**Distance from Property Line to Property Line of School**



**Legend**

-  Distance Measurement in Feet
-  300FT Notification Buffer
-  TAMUK
-  Churches
-  Ownership by Property ID

Page:  
2 / 2

Drawn By: R. PICK  
 Last Update: 5/27/2026  
 Note: Ownership is labeled with its Prop ID.

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



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

Boards of Regents of The Texas A & M University  
System Real Estate Office  
301 Tarrow Street, 5<sup>th</sup> Floor  
College Station, TX 77840-7896  
#21009

Alvaro Garcia Jr  
Maria Estela Garcia  
5003 Farm House  
San Antonio, TX 78253  
#22807

Housing Authority Of The City Of  
Kingsville  
1000 W Corral Ave  
Kingsville, TX 78363  
#37394

Daniel C Barbee  
ETUX Mariko  
12379 Lakeshore N  
Auburn, CA 95602-8118  
#22384

Newell W Atkinson III  
PO Box 3336  
Alice, Tx 78333  
#12473

Tipitapa 8 LLC  
30725 US HWY 19 N  
Palm Harbor, FL 34684  
#45016

Susana P Ramirez  
PO Box 657  
Kingsville, TX 78363  
#13681

Boards of Regents of The Texas A & M University  
System Real Estate Office  
301 Tarrow Street, 5<sup>th</sup> Floor  
College Station, TX 77840-7896  
#16219

Susana P. Ramirez  
PO Box 657  
Kingsville, TX 78363  
#22978

Kingsville Multifamily Investments LLC  
11816 Inwood RD STE 3011  
Dallas, TX 75244  
#13282

YMG Investments LLC  
10617 N 28<sup>th</sup> St  
McAllen, TX 78504  
#20336

Elvia Garcia  
802 W F Ave  
Kingsville, TX 78363  
#17434

Ramon DeLaPaz  
Etux Ostine E Watts  
1415 E FM 1717  
Kingsville, TX 78363  
#23895

Ruben Pena  
Etux Martha  
3411 S Brahma BLVD  
Kingsville, TX 78363  
#25418

Abide Church Kingsville  
717 W Corral  
Kingsville TX 78363  
#18513

Jessica Marie Gamez  
Estevan Gabriel Gamez  
810 W Ave F  
Kingsville TX 78363  
#25776

COPY

## Results CONTINUED FROM PAGE 1

mark and 78% achieved Meets Grade Level. Across all five tested subjects, Santa Gertrudis students exceeded statewide Approaches and Meets Grade Level averages and surpassed statewide Masters percentages in Algebra I, Biology, English I and English II.

Kingsville ISD, meanwhile, demonstrated substantial improvement from the previous year in nearly every tested area.

The district's Algebra I results showed one of the largest gains, with the percentage of students meeting the Approaches Grade Level standard increasing from 38% in 2025 to 51% in 2026. Students reaching Meets Grade Level doubled from 8% to 16%.

Biology posted significant improvement as well. The Approaches Grade Level rate increased from 81% to 88%, while Meets Grade Level performance rose from 39% to 56%. The percentage of students earning Masters Grade Level more than doubled from 8% to 18%.

English I and English II also improved. The percentage of students meeting the Approaches standard increased from 37% to 55% in English I and from 52% to 55% in English II. Students reaching Meets Grade



State of Texas Assessments of Academic Readiness

Level rose from 25% to 36% in English I and from 32% to 40% in English II.

Although the district's U.S. History Approaches Grade Level rate declined slightly from 89% to 87%, both Meets Grade Level and Masters Grade Level performance increased.

Kingsville ISD also recorded higher average scale scores in all five tested subjects compared to 2025.

Bishop CISD students continued to outperform state averages across all five end-of-course exams.

The district recorded passing rates of 88% or higher in every subject and exceeded statewide Approaches Grade Level and Meets Grade Level percentages across the board.

Bishop's strongest results came in Algebra I, where 96% of students met the Approaches standard, 81% achieved Meets Grade Level and 56% earned Masters Grade Level status. Biology students also excelled, with 86% achieving Meets Grade Level.

In U.S. History, 95% of students met the Approaches standard, while 83% achieved Meets Grade Level and 44% earned Masters Grade Level status.

The district exceeded statewide Masters percentages in every tested subject.

Riviera ISD also produced strong results, outperforming state averages in every tested subject and posting passing rates of at least 90% on all five exams.

The district recorded a 100% Approach-

es Grade Level pass rate in Biology, where 85% of students achieved Meets Grade Level and 35% earned Masters status.

Riviera's strongest gains over state averages came in English language arts. Seventy-two percent of English I students and 80% of English II students achieved Meets Grade Level, exceeding statewide averages by 17 and 20 percentage points, respectively.

In U.S. History, 97% of students met the Approaches standard and 76% achieved Meets Grade Level.

Overall, the 2026 STAAR results reflected strong academic performance throughout the region. Santa Gertrudis ISD led the area with multiple 100% passing rates and high levels of mastery, Kingsville ISD posted notable year-over-year growth, and both Bishop CISD and Riviera ISD continued to exceed state performance benchmarks in nearly every tested subject.

The STAAR end-of-course exams are measured using four performance levels: Did Not Meet Grade Level, Approaches Grade Level, Meets Grade Level and Masters Grade Level. The latter two categories indicate a higher level of subject mastery and college and career readiness.

## City CONTINUED FROM PAGE 1

development and community character.

Residents, business owners, students and visitors are being encouraged to participate in a community survey that is expected to take approximately 10 to 15 minutes to complete.

Survey sections include resilient priorities, mobility and access, housing and neighborhood stability, economy and community identity, infrastructure and environment, and mapping.

Economic Development Director Manny Salazar said public participation is essential to the process and noted that focus groups are scheduled for late June.

He urged residents to complete the

survey by using the QR code and to participate in town hall meetings that are currently being planned.

Salazar said the results of the survey will become a guiding document for the city and will help support future applications for grants related to development and growth.

In addition to the survey, the city is hosting listening sessions with stakeholder groups as consultants with Half begin drafting the comprehensive plan.

City officials said the sessions will allow consultants to hear from a cross-section of public and private community leaders early in the planning process.



## KISD

CONTINUED FROM PAGE 1 — mentary School and Harvey Elementary School.

The board also approved athletic stipends for the 2026-27 school year following an extended discussion.

Perez questioned the number of varsity assistant football coaches included in the stipend schedule. Athletic Director and Head Football Coach Marcus Graham said the district employs nine assistant coaches who work with all football programs.

Perez and Salinas also asked Graham about his additional responsibilities as athletic director and head football coach. Graham said his duties include overseeing the varsity assistant coaching staff and broader athletic program operations.

Under the approved stipend schedule, the head football coach will receive a \$10,000 stipend, while varsity assistant football coaches will receive \$7,000 stipends.

The motion passed on a 3-2 vote, with Garcia, Ruiz and Chapa voting in favor. Perez and Salinas voted against the proposal.

The board also announced that Kingsville ISD administrative offices will be closed June 29 through July 3.

## PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, July 13, 2026, at 5:00 P.M. to discuss and/or take action on the following item:

**Request for an alcohol variance for a Late Hours Certificate (LH) for the establishment known as Kwik Pantry #2 at 730 W. Corral Street, Kingsville, Texas. (Note: The establishment already has a BG License.)**  
The meeting will be held at City Hall, 400 West King, Kingsville, Texas in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the City Secretary at (361) 595-8002.

## PUBLIC NOTICE

On June 8, 2026, the Kingsville City Commission had public hearings and action items to consider condemnation of structures on the following properties. The City Commission found the structures on each of the properties to be dangerous, unsafe, in violation of city ordinances, unable to be corrected without substantial expense of reconstruction, and a public nuisance. The Commission ordered the property owner/agent/person in charge of each of the properties to demolish the structures within 30 days:

- 607 W. Ragland, Kingsville, Texas
- 513 W. Doddridge, Kingsville, Texas
- 711 W. Johnston, Kingsville, Texas
- 515 E. Lee, Kingsville, Texas
- 623 W. Ella, Kingsville, Texas
- 501 W. Ella (2 structures), Kingsville, Texas
- 627 E. Ave. C, Kingsville, Texas
- 228 W. Ave. A, Kingsville, Texas

A copy of each order can be obtained from the City Secretary at City Hall (400 W. King Avenue, Kingsville, Texas) or by mailing her at P.O. Box 1458, Kingsville, Texas 78364.



*Celebrating 30 Years*

**PROVIDER SERVICES**

**HOME HEALTH**

**HOSPICE**

**NEW PAY RATE**



\$15

PER HOUR\*

\*Restrictions apply.

(361) 226-4009



# HAPPY JUNE TEENTH

The Kingsville Record office will be closed Friday, June 19, 2026 in observance of Juneteenth. The office will reopen Monday, June 22.



# **AGENDA ITEM #5**



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

---

## MEMO

**Date:** June 4, 2026

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

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

**Subject:** **The City of Kingsville Planning and Development Services Department is seeking approval from the City Commissioners and Mayor to approve a Special Use Permit for mobile home/manufactured home on a parcel of land in AG (Agricultural) at ERNESTO PEREZ ADDN**

**Summary:** Applicant Ernesto Perez submitted an application for a Special Use permit to the Planning and Zoning Department on June 1, 2026. The applicant is requesting the Special Use Permit to install a mobile home/manufactured home on a tract of land that is currently zoned Agricultural.

The Planning and Zoning Board met on July 1, 2026, and a quorum was present. The board unanimously approved the special use permit.

The department recommends approval.

**Manny Salazar**  
**Economic Development and Interim Planning Director**

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



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## MEMO

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The department recommends approval.

**Manny Salazar**  
**Economic Development and Interim Planning Director**



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

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

**PROPERTY INFORMATION: (Please PRINT or TYPE)**

Project Address 2725 E Corral Nearest Intersection Hwy 77 and East Corral

(Proposed) Subdivision Name \_\_\_\_\_ Lot 1 Block \_\_\_\_\_

Legal Description Ernesto Perez ADDN, 2011, ACRES 1.00

Existing Zoning Designation AG - Agriculture Land Use Plan Designation AG-

**OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)**

Applicant/Authorized Agent Ernesto Perez Sr Phone 361-246-2000

Email Address (for project correspondence only): ernesto.perez@comcast.net

Mailing Address 1503 E. Faldrae City Kingsville State TX Zip 78363

Property Owner Ernesto Perez Sr Phone 361-246-2000 FAX \_\_\_\_\_

Email Address (for project correspondence only): \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

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

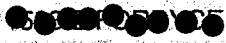
Please provide a basic description of the proposed project:  
Request to have mobile home installed on property on 2725 E Corral

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

Applicant's Signature [Signature] Date: 6-1-26  
 Property Owner's Signature [Signature] Date: 6-1-26  
 Accepted by: [Signature] Date: 6-1-26

# Kleberg CAD Property Search

## Property Details

<b>Account</b>		
<b>Property ID:</b>	53987	<b>Geographic ID:</b> 125300001000192
<b>Type:</b>	R	<b>Zoning:</b>
<b>Property Use:</b>		
<b>Location</b>		
<b>Situs Address:</b>	2725 E CORRAL AVE TX	
<b>Map ID:</b>	B1	<b>Mapsco:</b>
<b>Legal Description:</b>	ERNESTO PEREZ ADDN, LOT 1, ACRES 1.00	
<b>Abstract/Subdivision:</b>	S253	
<b>Neighborhood:</b>		
<b>Owner</b>		
<b>Owner ID:</b>	64285	
<b>Name:</b>	PEREZ ERNESTO	
<b>Agent:</b>		
<b>Mailing Address:</b>	 KINGSVILLE, TX 78363	
<b>% Ownership:</b>	100.0%	
<b>Exemptions:</b>	For privacy reasons not all exemptions are shown online.	

## Property Values

<b>Improvement Homesite Value:</b>	\$0 (+)
<b>Improvement Non-Homesite Value:</b>	\$26,780 (+)
<b>Land Homesite Value:</b>	\$0 (+)
<b>Land Non-Homesite Value:</b>	\$31,030 (+)
<b>Agricultural Market Valuation:</b>	\$0 (+)
<b>Market Value:</b>	\$57,810 (=)
<b>Agricultural Value Loss:</b>	\$0 (-)

<b>Appraised Value:</b>	\$57,810 (-)
<b>HS Cap Loss:</b>	\$0 (-)
<b>Circuit Breaker:</b>	\$0 (-)
<b>Assessed Value:</b>	\$57,810
<b>Ag Use Value:</b>	\$0

**VALUES DISPLAYED ARE 2026 PRELIMINARY VALUES AND ARE SUBJECT TO CHANGE PRIOR TO CERTIFICATION.**

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

**Property Taxing Jurisdiction**

**Owner:** PEREZ ERNESTO **%Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax
CKI	CITY OF KINGSVILLE	0.769180	\$57,810	\$57,810	\$444.66
GKL	KLEBERG COUNTY	0.771870	\$57,810	\$57,810	\$446.22
SKI	KINGSVILLE I.S.D.	1.410400	\$57,810	\$57,810	\$815.35
WST	SOUTH TEXAS WATER AUTHORITY	0.059699	\$57,810	\$57,810	\$34.51

**Total Tax Rate:** 3.011149

**Estimated Taxes With Exemptions:** \$1,740.74

**Estimated Taxes Without Exemptions:** \$1,740.74

Sec. 1. -- Land use chart.

The following chart shall set out the land uses within the city:

P = Permitted

S = Special use permit required

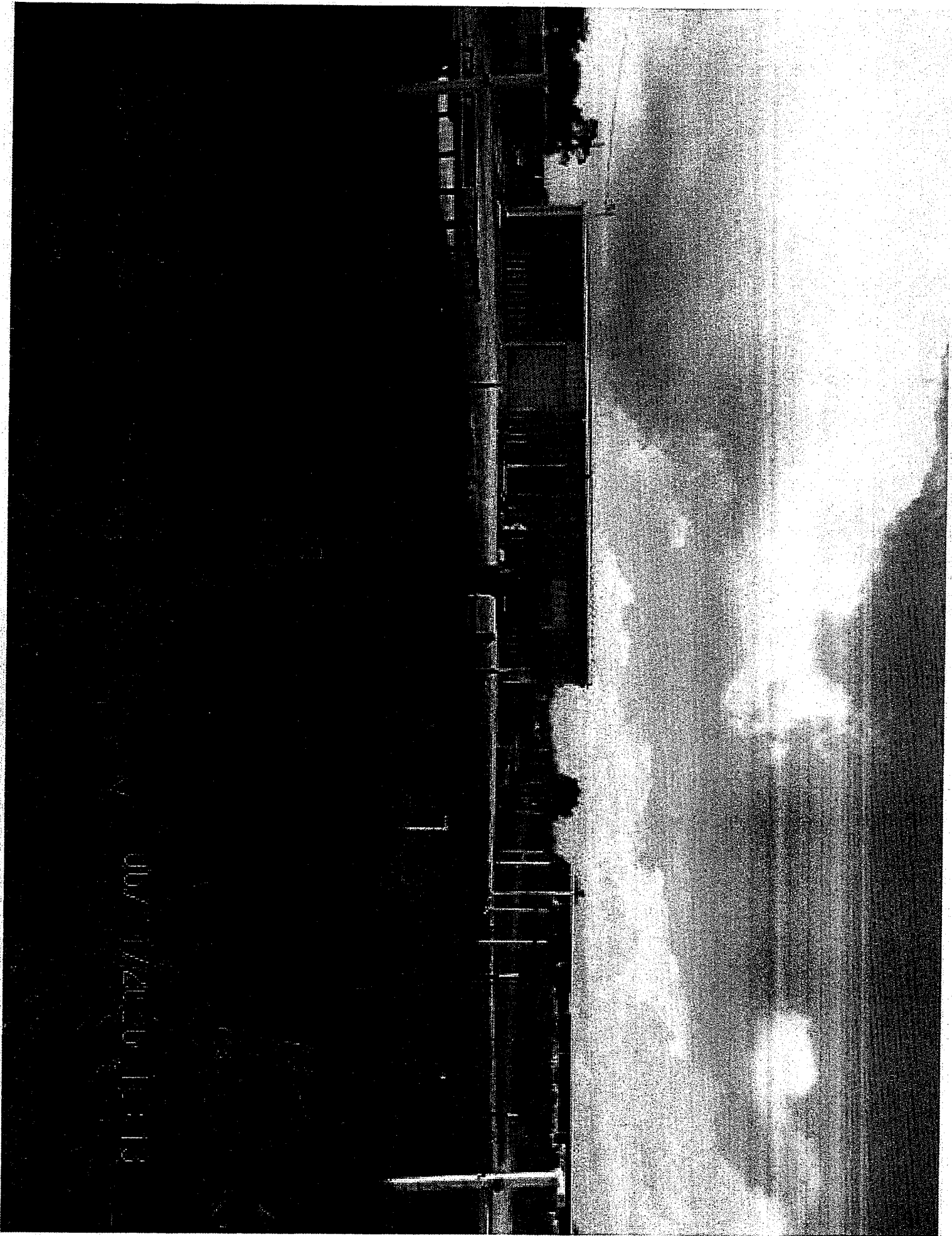
X = Special review required

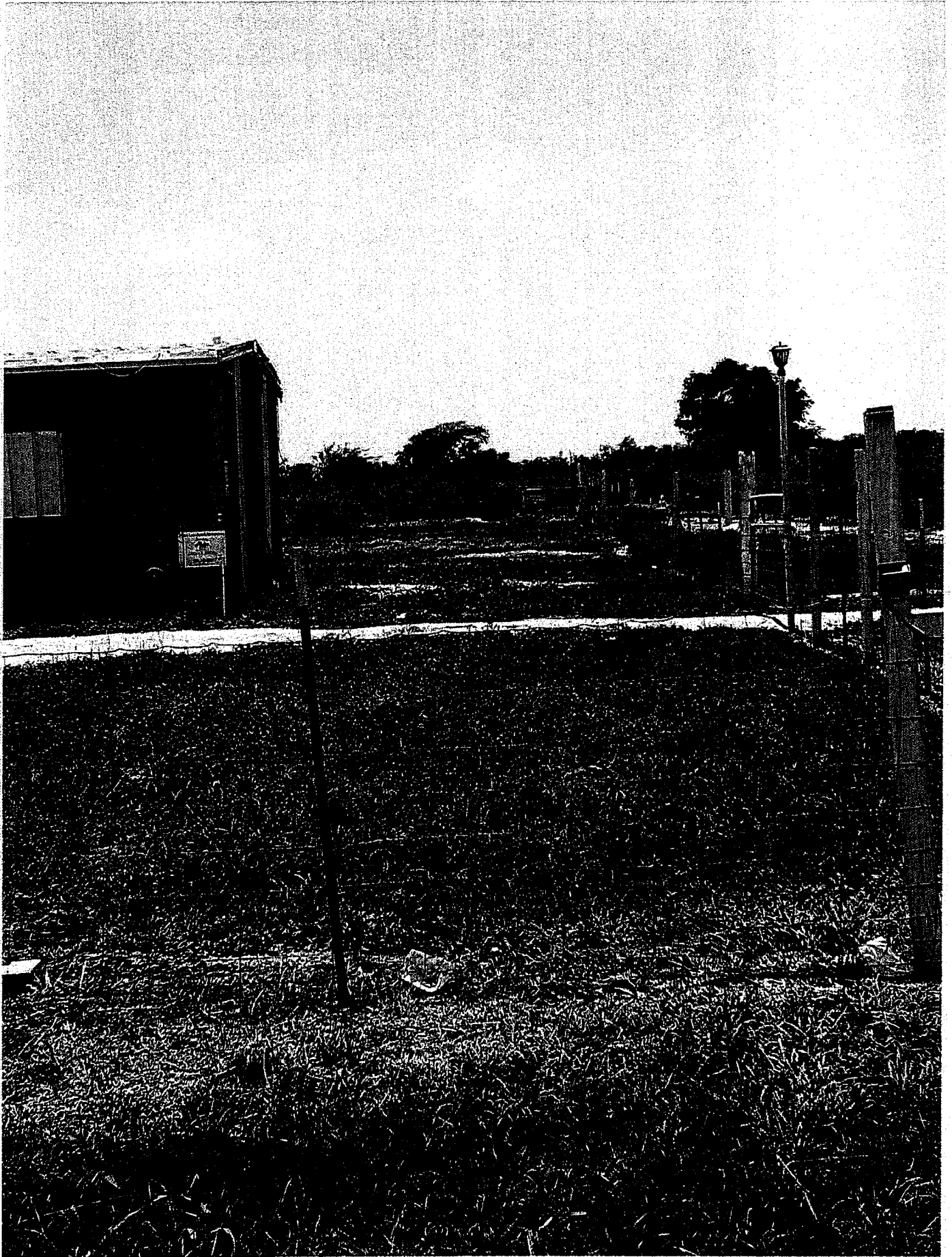
= Not permitted (absence of any symbol)

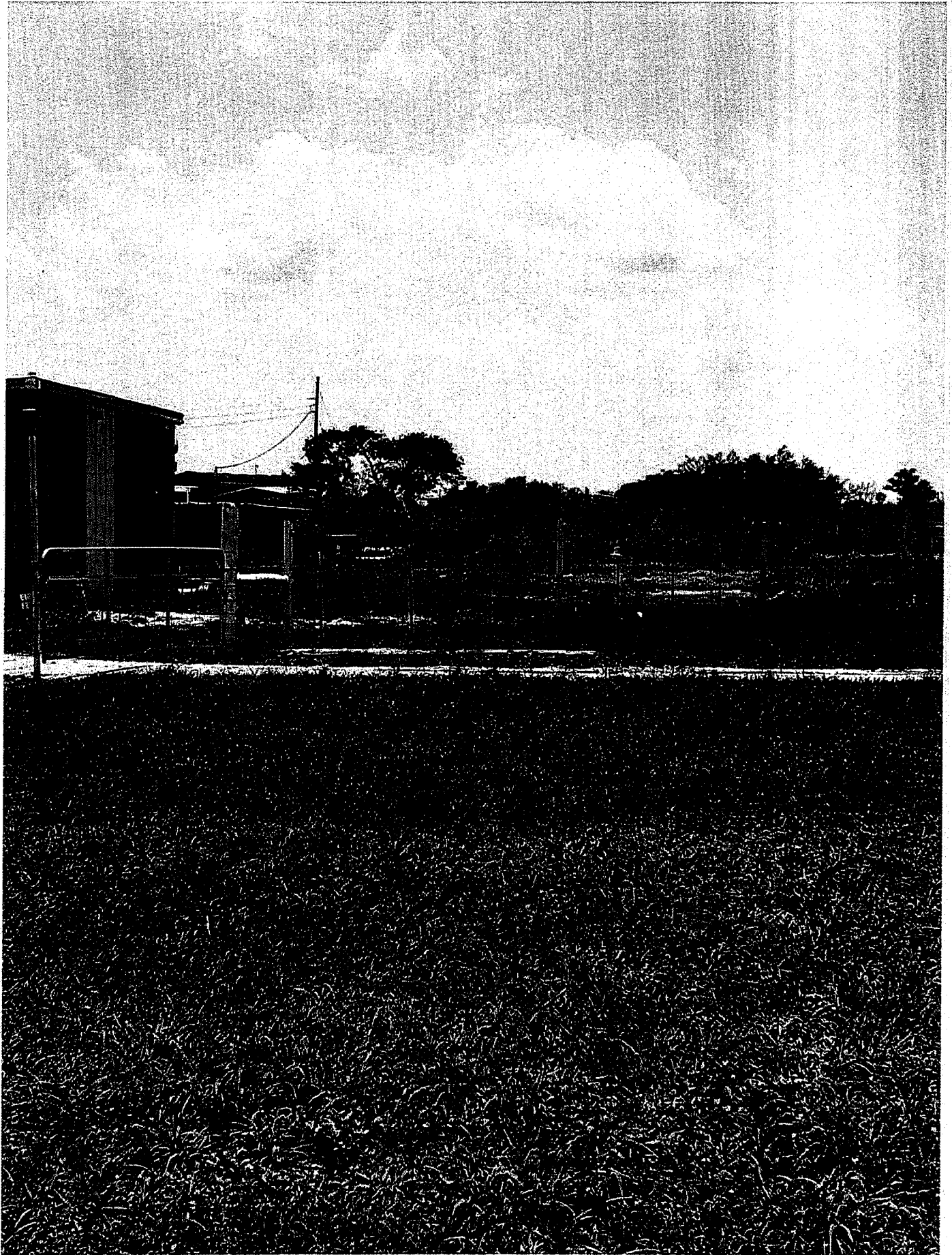
[Land Use Chart on the following pages]

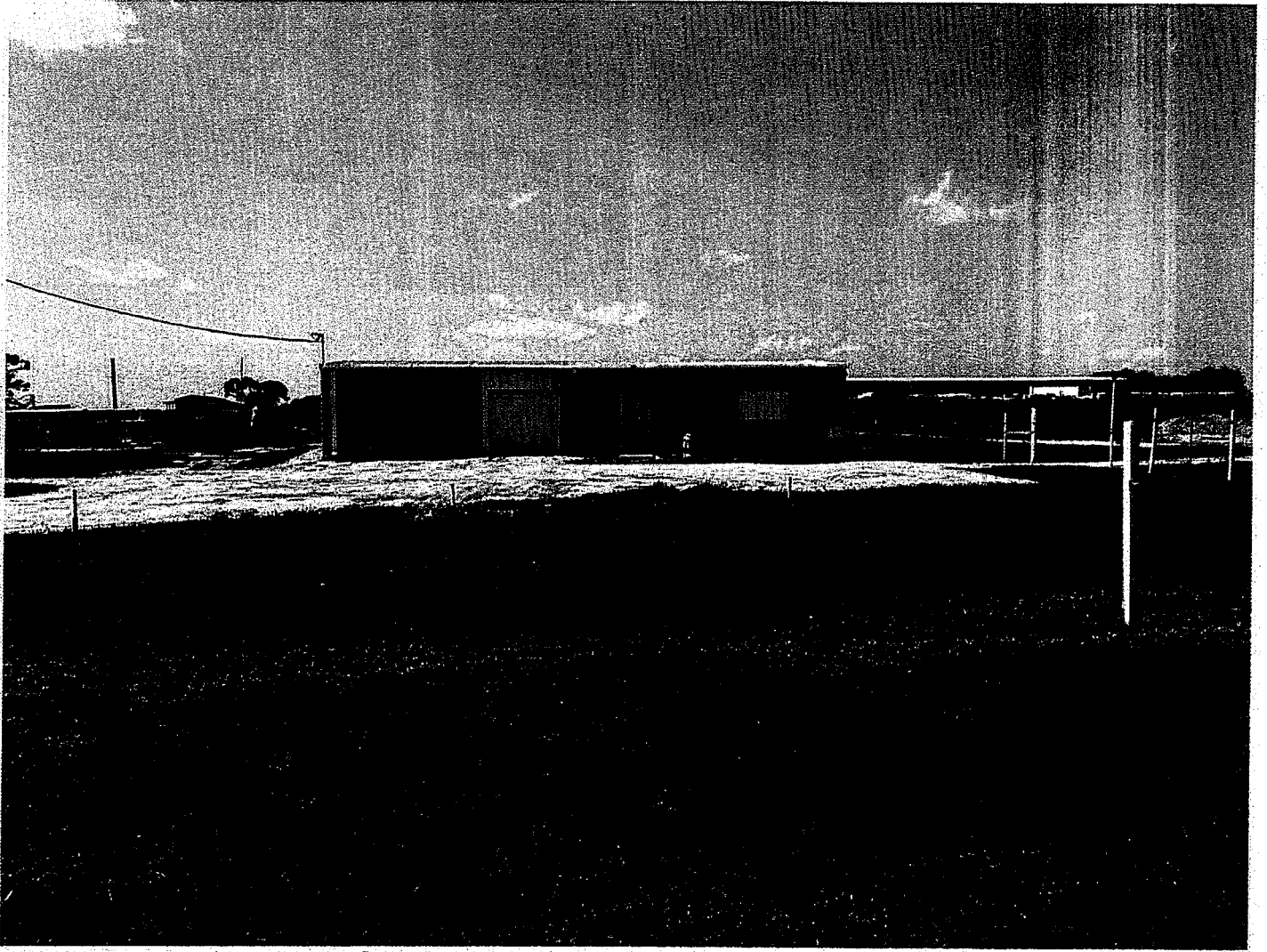
Land Use Chart													
Land Use Description	R1	R2	R2A	R3	R4	MH	C1	C2	C3	C4	I1	I2	Ag
Dwelling, one-family det.	P	P		P	P	P	P	P	P				P
Dwelling, one-family att.		P	P	P	P		S	P					P
Dwelling, two-family		P		P	P		S	P					
Dwelling, multi-family				P	P		P	P	P				
Tiny Homes		P	P			P							
Dwelling, above business									P				
Work/live units									P				

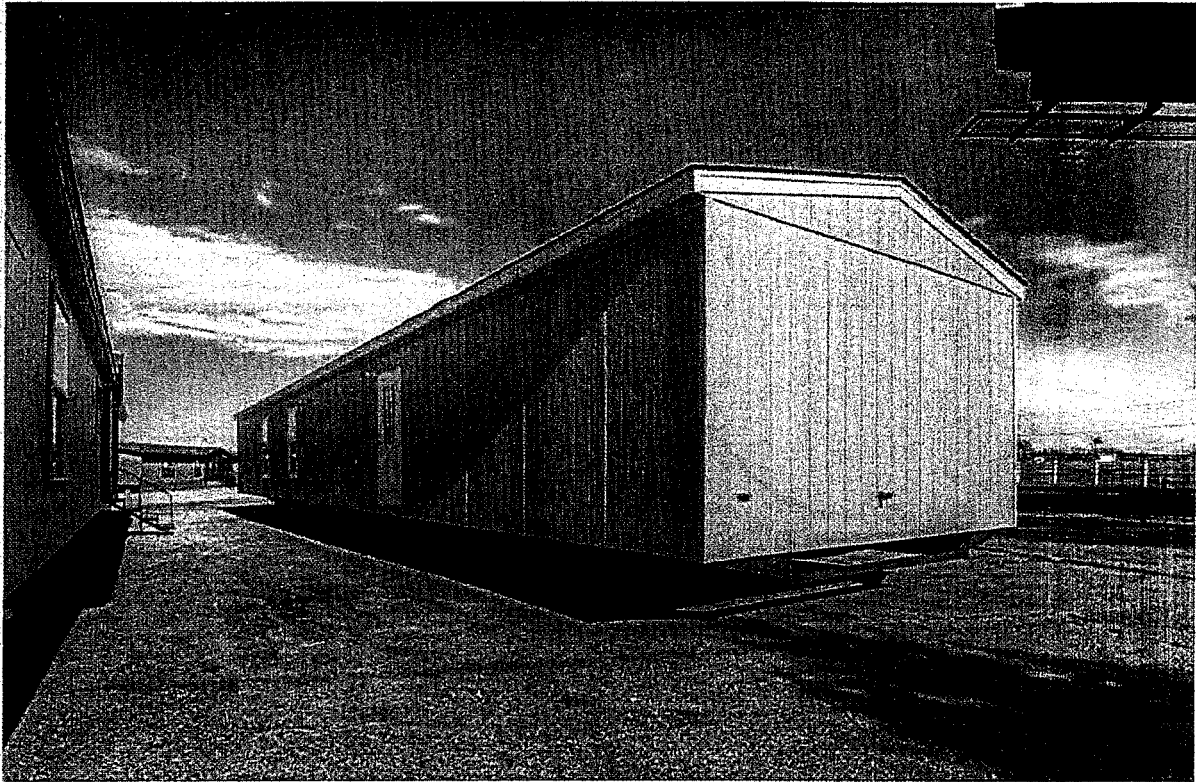
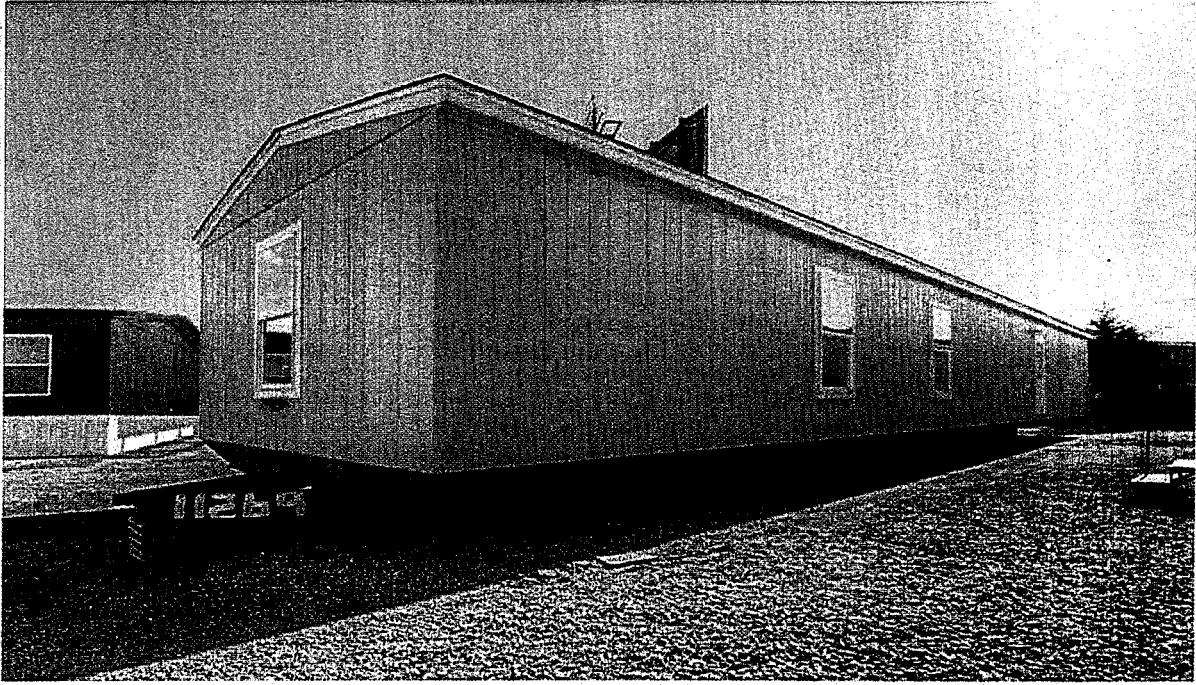
Land Use Chart													
Land Use Description	R1	R2	R2A	R3	R4	MH	C1	C2	C3	C4	I1	I2	Ag
Mobile home/manufactured home park or mobile home/manufactured home on lot	S	S		S	S	P					S	S	S
Recreational vehicle park						P		S		S			
Secondary res. structure					P	P		S	S		S	S	S
Other residential accessory and incidental uses	S	S		S	S	S					S	S	
Accessory building	P	P		P	P	P	P	P	P	P	P	P	P
Community center (private)	S	S		S	S	S	P	P	P				
Accessory farm building					P	P	P	P	P	P	P	P	P





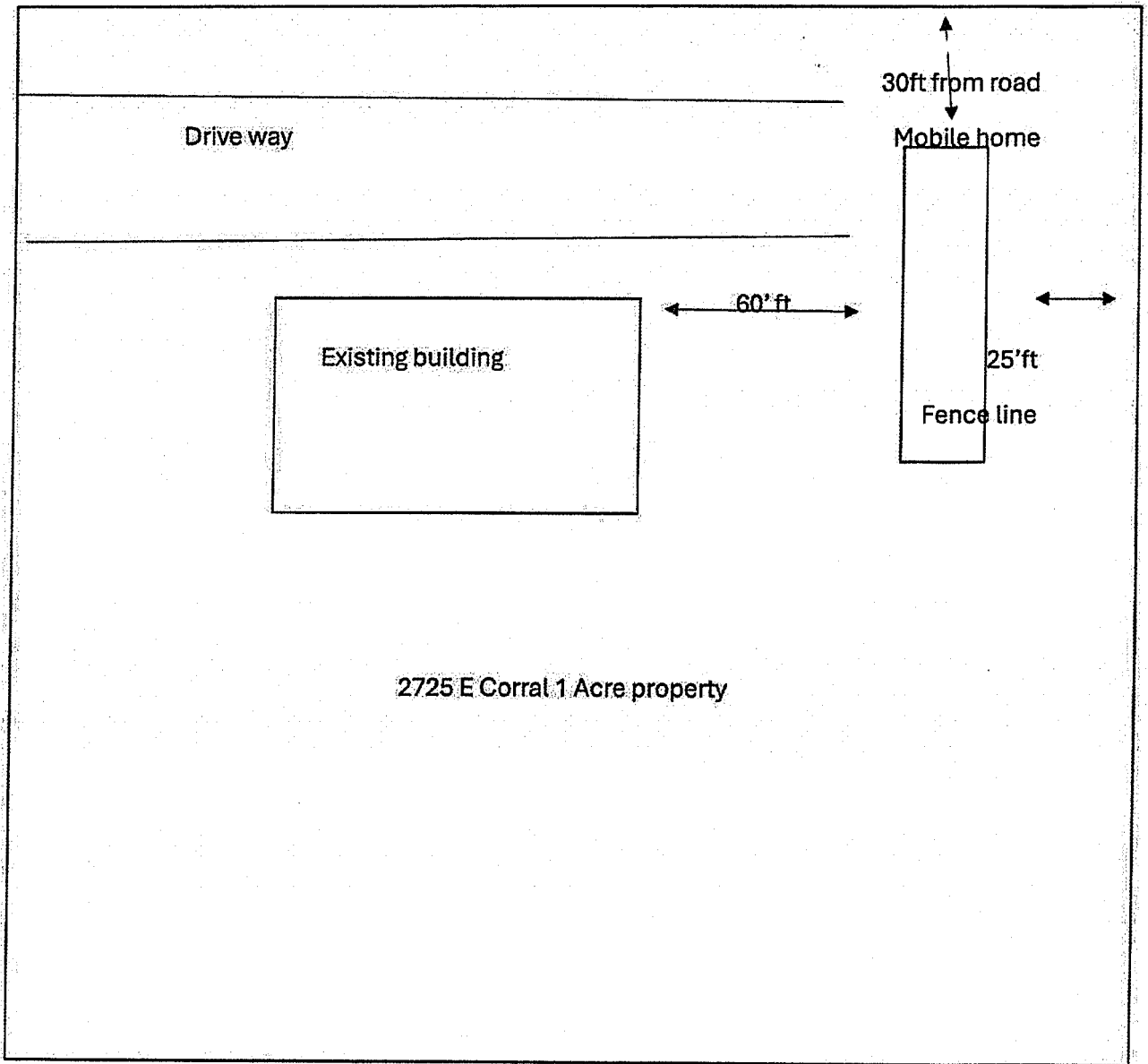




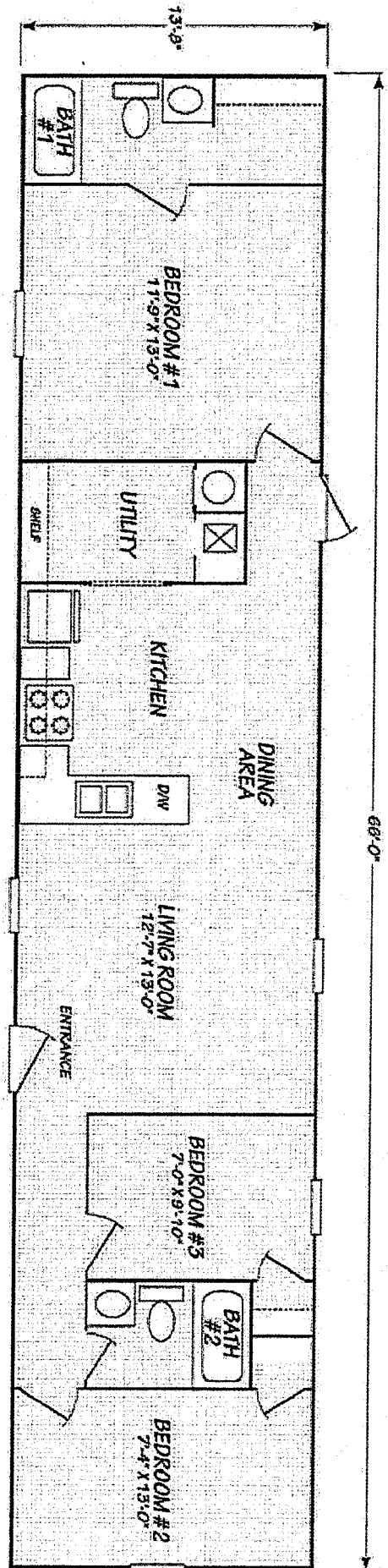




Corral Ave



2725 E Corral 1 Acre property



# 200-FT Buffer at Property ID 53987



	Drawn By: R. PICK	DISCLAIMER: THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.		
	Last Update: 6/1/2026			<b>CITY OF KINGSVILLE</b> <b>ENGINEERING DEPARTMENT</b> 400 W King Ave; Kingsville, TX 78363 Office: (361) 595-8007 Fax: (361) 595-8064
	Note: Ownership is labeled with its Prop ID.			

**Integrity Energy International LLC**  
PO Box 5342  
Kingsville, TX 78364  
#10395

**Kleberg County Trustee**  
PO Box 1457  
Kingsville, TX 78364  
#4001358

**Thomas D Smith**  
ETUX Angela L  
2901 E Corral Ave  
Kingsville, TX 78363  
#25545

**J Filiberto Garcia LLC**  
1632 E Santa Gertrudis St  
Kingsville, TX 78363  
#19868

**Integrity Energy International LLC**  
PO Box 5342  
Kingsville, TX 78364  
#25670

**T A Kingsville LLC**  
500 I-45 N  
Huntsville, TX 77320  
#48985

**Ernesto Vera Jr**  
2804 N Armstrong St  
Kingsville, TX 78363  
#23286

## Kingsville Chamber of Commerce hosts State of the City

By Dylan Dozler  
Publisher

Mayor Sam Fugate highlighted infrastructure investments, economic development projects and public safety initiatives during the State of the City address hosted by the Kingsville Chamber of Commerce on Wednesday at Texas A&M University-Kingsville.

Fugate introduced city commissioners and department heads before outlining the city's accomplishments and ongoing challenges. He said the city is facing a \$2.43 million budget deficit for fiscal year 2025-26.

The Kingsville Fire Department responded to 4,085 service calls in 2025, including 450 fire calls and 3,635 emergency medical service calls. Officials also discussed progress on the city's new Fire Station No. 3. The Kingsville Police Department reported expanding its K-9 program and modernizing departmental policies.

Public works officials addressed challenges involving the city's aging water and wastewater infrastructure. The department has completed repairs or improvements on 4.15 miles of streets in 2026.

Fugate also highlighted development of a new animal shelter. Mayor Fugate praised Parks and Recreation

Director Susan Ivy for creating opportunities and activities for local children.

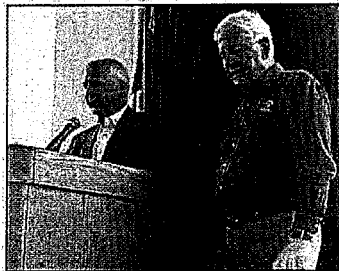
The engineering department discussed several planned projects, including the future extension of Caesar Avenue from 14th Street to Interstate 69. The project is estimated to cost approximately \$30 million.

Officials also discussed plans to cover a drainage ditch at the entrance to Santa Gertrudis Estates. Economic development leaders secured several new businesses and projects expected to open or expand in Kingsville. These include a new location of Buffalo Wild Wings and a store from James Avery Artisan Jewelry on 14th Street.

Other projects include the opening of La Pintora Wine Bar downtown, The Bullpen in the former Bray's building, and Westcan Outdoors along the highway. Fugate also said the existing IHOP will be converted into a dual-branded IHOP and Applebee's restaurant.

The mayor also highlighted \$16.4 million in wastewater infrastructure projects, including new blower equipment and multiple rehabilitation efforts.

Fugate noted several ongoing projects involving partnerships between the city, Kleberg County and Texas A&M University-Kingsville.



First Baptist Church Pastor Bubba Stahl delivers the invocation before the State of the City luncheon Wednesday at Texas A&M University-Kingsville. Kingsville Mayor Sam Fugate stands nearby as community leaders, business owners and residents gather for the annual address hosted by the Kingsville Chamber of Commerce. (Photo by Dylan Dozler)

## Obituaries

# In Loving Memory



### Aurelia Rojas Soliz

November 12, 1934 - June 4, 2026

Aurelia "Lile" Rojas Soliz, of Kingsville, Texas, entered eternal rest on June 4, 2026, in Corpus Christi, Texas, at the age of 91.

Born on November 12, 1934, in Riviera, Texas, to Perfecto and Anaceta Rojas, Lile built a life centered on family, faith, and caring for others. As a homemaker and caregiver, she devoted countless hours to looking after those around her, always placing the needs of her loved ones before her own.

Lile was a longtime member of Our Lady of Good Counsel Catholic Church. She was a source of strength and guidance for her family, offering a listening ear, wise advice, and steady support throughout the years. Whether sharing stories, preparing meals, or gathering with family, she found her greatest happiness in the company of those she loved.

She was preceded in death by her husband, Frank R. Soliz; her daughters, Gloria Soliz and Josie S. La Cross; her brothers, Juan Rojas, Pablo Rojas, Perfecto Rojas Jr., and Vic Rojas; and her sister, Aurora De Luna. Those left to treasure her memory

include her daughter, Yolanda R. Soliz of Corpus Christi; her sons, Frank Soliz Jr. of Baytown, Raul (Patsy) Soliz of Kingsville, and Lile Soliz of Kingsville; her nine grandchildren: Mishell, Shana, Lybia, Trisha, Raul Jr., Luis Jr., Leo, Stevens, and Dorian; twelve great-grandchildren; one great-great-granddaughter; her sister, Mathilde Carr of Oklahoma; and numerous nieces, nephews, cousins, and friends.

Visitation was held on Tuesday, June 9, 2026, that began at 8 a.m. at Ramirez-Salinas Funeral Home, with a Rosary that was recited at 10 a.m.

A Funeral Mass was celebrated at 12 p.m. at Our Lady of Good Counsel Catholic Church, with Father Paulson officiating. Interment will follow at Chamberlain Cemetery.

The family will remember Lile for her generous nature, her quiet resilience, and the care she showed to those fortunate enough to know her. Her presence will be deeply missed, but the memories she created and the values she passed on will remain with her family for years to come.

**LEGACY**  
HOME HEALTH & HOSPICE

*Celebrating 30 Years*

**PROVIDER SERVICES**  
**HOME HEALTH**  
**HOSPICE**

**NEW PAY RATE**

**\$15 PER HOUR\***

Restrictions apply.  
**(361) 226-4009**

## Shooting CONTINUED FROM PAGE 1

Investigations, certain details are being withheld to protect the integrity of the investigative process and to ensure the accuracy of information being gathered and analyzed," the release stated.

The department did not

release additional details about the victim, or any possible suspects.

Kingsville police are asking anyone with information to contact Kingsville Crime Stoppers at 361-592-4636. Tips may be submitted anonymously.

## Arrest

CONTINUED FROM PAGE 1

customer at the store. During the investigation, officers identified the individual as Barrera.

According to Blair, a representative of the business alleged that Barrera made physical contact with a loss prevention specialist during the encounter. The employee expressed a desire to pursue charges.

Blair said Barrera was arrested, and during a search conducted incident to the arrest, officers located a small baggie containing a substance believed to be a controlled substance. The substance was submitted for further analysis.

Barrera was transported to the Kleberg County Jail and booked on charges of possession of a controlled substance in Penalty Group 1, a third-degree felony, simple assault and possession of drug paraphernalia.

Justice of the Peace Precinct 3 Chris Lee set bond at \$5,000 on Jan. 25. Barrera posted bond later that day.

An indictment is a formal accusation of a crime and is not evidence of guilt. Barrera is presumed innocent unless and until proven guilty in a court of law.

### PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, July 01, 2026, at 6:00 p.m. wherein the Commission will discuss and/or take action on the following item and at which time all interested persons will be heard:

**Ernesto Perez Sr., Applicant/Owner, requesting approval of a Special Use Permit for a Mobile home/manufactured home on a parcel of land, in AG (Agricultural) at ERNESTO PEREZ ADDN, LOT 1, ACRES 1.00, also known as 2725 East Corral Ave., Kingsville, TX 78363 (Property ID 53987).**

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

### PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, July 13, 2026, at 5:00 p.m. wherein the City Commission will discuss the consideration of the following item and at which time all interested persons will be heard:

**Ernesto Perez Sr., Applicant/Owner, requesting approval of a Special Use Permit for a Mobile home/manufactured home on a parcel of land, in AG (Agricultural) at ERNESTO PEREZ ADDN, LOT 1, ACRES 1.00, also known as 2725 East Corral Ave., Kingsville, TX 78363 (Property ID 53987).**

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

### Billy Gene Payne

October 29, 1929 - June 2, 2026

Billy Gene Payne, Corpus Christi 96, passed away June 2, 2026. Arrangements provided by Sawyer-George Funeral Home. Services on Jun 22, 1 p.m. at Coastal Bend State Veterans Cemetery. Interment at Coastal Bend State Veterans Cemetery.

See more Obituaries on Page 10.

**ORDINANCE #2026-\_\_\_\_\_**

**AMENDING THE ZONING ORDINANCE BY GRANTING A SPECIAL USE PERMIT TO PLACE A MOBILE HOME IN AG (AGRICULTURAL) DISTRICT AT 2725 E. CORRAL, KINGSVILLE, TX. ALSO KNOWN AS ERNESTO PEREZ ADDN, LOT 1, ON A 1.00 ACRE TRACT (PROPERTY ID 53987); AMENDING THE COMPREHENSIVE PLAN TO ACCOUNT FOR ANY DEVIATIONS FROM THE EXISTING COMPREHENSIVE PLAN; PROVIDING FOR PUBLICATION;**

**WHEREAS**, the Planning and Zoning Commission has forwarded to the City Commission its reports and recommendations concerning the application of Ernesto Perez, Sr., owner/applicant, for amendment to the zoning map of the City of Kingsville with the request based on City Code sections 15-6-23(C)(10) and 15-2-3(E) as this property is zoned AG (Agricultural District);

**WHEREAS**, the property is currently zoned AG-Agricultural District and it is desired for the area to be used for a single-family residential Mobile Home Use;

**WHEREAS**, the City Code of Ordinances, Chapter XV-Land Usage, Appendix A- Land Use Categories states that in AG special use permit is required to have a Mobile Home as listed on the SUP application;

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

**WHEREAS**, with proper notice to the public, public hearings were held on Wednesday, July 1, 2026, during a meeting of the Planning and Zoning Commission, and on Monday, July 13, 2026, during a meeting of the City Commission, in the Helen Kleberg Groves Community Room/Commission Chambers, at City Hall, in the City of Kingsville, during which all interested persons were allowed to appear and be heard; and

**WHEREAS**, a majority of the Planning and Zoning Commission voted 4-0 voted to APPROVE the requested special use permit; and

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

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

**SECTION 1.** That the Zoning Ordinance of the City of Kingsville, Texas, is amended and a Special Use Permit is granted for a single family residential Mobile Home Use on the premises known as 2725 E. Corral, Kingsville, TX. also known as Ernesto Perez Addn, Lot 1, on a 1.00 acre tract (Property ID 53987) as more specifically described on site plan attached as Exhibit A.

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

1. **ALLOWED USE:** The only use authorized by this Special Use Permit is as a single family residential Mobile Home Use and not for any commercial purposes.

2. **TIME LIMIT:** This Special Permit is good for the duration of the mobile home from the date of this ordinance **unless** (a) the property is not being used for the purpose outlined in Condition 1, or (b) any other conditions have not been complied with, or (c) there is a change in ownership of the property.

3. **SPECIAL CONDITION:** (3.1) The applicant shall obtain all required licenses for obtaining and using a mobile home and obtains all permits for building, fire and health thereby meeting all adopted codes to operate said business, and shall cooperate with all annual fire safety, health, and sanitation inspections, in order to maintain compliance with state and city regulations for a mobile home at the location. (3.2) All activity on site shall be in complete compliance of all City codes, especially the nuisance, fire, building and zoning codes.

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

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

**SECTION 5.** That to the extent that these amendments to the Zoning Ordinance represent a deviation from the Comprehensive Plan, the Comprehensive Plan is amended to conform to the Zoning Ordinance, as amended by this ordinance.

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

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

**INTRODUCED** on this the 13<sup>th</sup> day of July, 2026.

**PASSED AND APPROVED** on this the 27<sup>th</sup> day of July, 2026.

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

**THE CITY OF KINGSVILLE**

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

**ATTEST:**


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

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Courtney Alvarez, City Attorney

# 200-FT Buffer at Property ID 53987



1/1 Pages	Drawn By: R. PICK	<b>DISCLAIMER:</b> THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.	 <b>CITY OF KINGSVILLE</b> <b>ENGINEERING DEPARTMENT</b> 400 W. King Ave. Kingsville, TX 78363 Office: (361) 595-8007 Fax: (361) 595-8064
	Last Update: 6/1/2026		
	Note: Ownership is labeled with its Prop ID.		

# **AGENDA ITEM #6**

**City of Kingsville  
Human Resource Department**

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**TO:** Charles L. Sosa, City Manager  
**FROM:** Diana Gonzales, Human Resource Director  
**DATE:** July 2, 2026  
**SUBJECT:** Pending - Collective Bargaining Agreement Between City of Kingsville and Kingsville Law Enforcement Association, October 1, 2026 – September 30, 2027

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**Summary:** The current one (1) year collective bargaining agreement between the City of Kingsville (City) and the Kingsville Law Enforcement Association (KLEA) is set to expire on September 30, 2026. The City and KLEA met to negotiate certain items as mandated by Texas Local Government Code for entities which have voted in collective bargaining.

Meetings were held on the following dates in 2026:

March 26 <sup>th</sup>	May 13 <sup>th</sup>	June 10 <sup>th</sup>
April 28 <sup>th</sup>	June 9 <sup>th</sup>	

Meetings were conducted and a tentative agreement between the City and KLEA was reached during negotiations. On June 24, 2026, the City was notified KLEA association members voted to approve the proposals tentatively agreed upon during negotiations.

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

<b>ARTICLE</b>	<b>CHANGE</b>
Article 7 Entry Level Hiring Section 2A Section 2B & 3	Decrease alternate hire certification requirement from intermediate to basic certification Clarification only
Article 9 Promotions Section 1 (1) Section 7	Decrease the number of personnel required for competitive testing from three (3) to two (2) Clarification only
Article 21 Vacations Section 2	Adding time restrictions and limits to sell-back eligibility of vacation leave accruals at separation for those with less than 36 months of employment.
Article 22 Sick Leave Section 3	Adding time restrictions and limits to sell-back eligibility of sick leave accruals at separation for those with less than 36 months of employment.

Article 29 Compensation	Update compensation plan with new agreement dates and references Appendix A for wage changes.
Article 28 Duration	One (1) year – October 1, 2026 to September 30, 2027
Appendix A – Wage Schedule	October 1, 2026 to September 30, 2027 4.5% for Non-ranking civil service police officers 12+ months 3.0% for Ranking civil service police officers

**Background:** As per Texas Local Government Code (TLGC) Chapter 174 Fire and Police Employee Relations, the City held negotiation meetings with Kingsville Law Enforcement Association.

TLGC 174.105 (b) states the following:

- (b) For purposes of this section, the duty to bargain collectively means a public employer and an association shall:
  - (1) meet at reasonable times;
  - (2) confer in good faith regarding compensation, hours, and other conditions of employment or the negotiation of an agreement or a question arising under an agreement; and
  - (3) execute a written contract incorporating any agreement reached, if either party requests a written contract

**Financial Impact:**

- One (1) year agreement October 1, 2026 to September 30, 2026
- 4.5% increase for Non-ranking civil service police personnel
- 3.0% for Ranking civil service police personnel
- Estimated new costs, based on full department staffing, equals \$145,830.
  - Breakdown
    - o \$109,787 Base wage increase
    - o \$ 12,473 Anniversary increase
    - o \$ 23,570 Fringe
      - Total additional \$ 145,830

Proposed added costs are included in preliminary budget calculations.

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

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF KINGSVILLE, TEXAS AND THE KINGSVILLE LAW ENFORCEMENT ASSOCIATION FOR FISCAL YEAR 2026-2027; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the negotiating teams for the City of Kingsville ("City") and the Kingsville Law Enforcement Association ("KLEA") have met several times over the past several months and reached a tentative agreement on a Collective Bargaining Agreement for fiscal year 2026-2027;

**WHEREAS**, the City received word on June 24, 2026 that the KLEA membership met and voted to approve the proposed agreement attached hereto;

**WHEREAS**, the City now presents the proposed agreement to the City Commission for consideration of approval;

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

I.

**THAT** the City Manager is authorized and directed as an act of the City of Kingsville, Texas to enter into a collective bargaining agreement for the period covering October 1, 2026 to September 30, 2027 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 \_\_\_\_\_ 13<sup>th</sup> day of July, 2026.

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Sam R. Fugate, Mayor

**ATTEST:**

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Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

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Courtney Alvarez, City Attorney

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CITY OF KINGSVILLE**

**AND**

**KINGSVILLE LAW ENFORCEMENT ASSOCIATION**

**October 1, ~~2025~~ 2026– September 30, ~~2026~~ 2027**

## Table of Contents

ARTICLE 1	PREAMBLE .....	3
ARTICLE 2	RECOGNITION.....	3
ARTICLE 3	MANAGEMENT RIGHTS .....	3
ARTICLE 4	ASSOCIATION RIGHTS.....	4
ARTICLE 5	NO STRIKE CLAUSE.....	6
ARTICLE 6	NON-DISCRIMINATION .....	7
ARTICLE 7	ENTRY LEVEL HIRING .....	8
ARTICLE 8	PROBATIONARY PERIOD.....	9
ARTICLE 9	PROMOTIONS .....	10
ARTICLE 10	SENIORITY.....	15
ARTICLE 11	PERFORMANCE EVALUATIONS.....	15
ARTICLE 12	OVERTIME.....	15
ARTICLE 13	SHIFT SCHEDULES AND ASSIGNMENTS .....	16
ARTICLE 14	MEALS AND REST BREAKS .....	16
ARTICLE 15	TRAINING.....	16
ARTICLE 16	SAFETY AND EQUIPMENT.....	16
ARTICLE 17	OFF-DUTY EMPLOYMENT .....	18
ARTICLE 18	DRUG AND ALCOHOL TESTING.....	18
ARTICLE 19	POLITICAL ACTIVITY .....	19
ARTICLE 20	HOLIDAYS.....	19
ARTICLE 21	VACATIONS .....	20
ARTICLE 22	SICK LEAVE.....	21
ARTICLE 23	MODIFIED DUTY .....	22
ARTICLE 24	LEAVES OF ABSENCE.....	23
ARTICLE 25	PERSONNEL FILES .....	24
ARTICLE 26	INSURANCE BENEFITS.....	24
ARTICLE 27	RETIREMENT.....	24
ARTICLE 28	DEFERRED COMPENSATION PLAN.....	24
ARTICLE 29	COMPENSATION.....	25
ARTICLE 30	LONGEVITY .....	26
ARTICLE 31	EMPLOYEE INVESTIGATIONS AND DISCIPLINARY ACTION .....	26

ARTICLE 32 GRIEVANCE PROCEDURE .....28

ARTICLE 33 PERSONNEL REDUCTION .....31

ARTICLE 34 MISCELLANEOUS PROVISIONS.....32

ARTICLE 35 MAINTENANCE OF STANDARDS .....32

ARTICLE 36 SCOPE OF AGREEMENT .....32

ARTICLE 37 SAVINGS CLAUSE .....32

ARTICLE 38 DURATION .....33

APPENDIX A - WAGE SCHEDULE.....34

APPENDIX B - PROMOTIONAL EXAM SCORING PROCESS .....35

## **ARTICLE 1                      PREAMBLE**

This Agreement between the City of Kingsville, Texas, hereinafter referred to as the “employer” or the “City,” and the Kingsville Law Enforcement Association, hereinafter referred to as the “officers”, “employees” or the “Association,” is entered into in order to meet the statutory mandate of Chapter 174 of the Local Government Code.

## **ARTICLE 2                      RECOGNITION**

The Employer recognizes the Kingsville Law Enforcement Association as the sole and exclusive representative of the members of the bargaining unit, consistent with the provision of the Texas Fire and Police Employee Relations Act.

## **ARTICLE 3                      MANAGEMENT RIGHTS**

It is expressly agreed that all management rights which ordinarily vest in and are exercised by the Employer\*, except those which are clearly and expressly relinquished herein by the Employer, shall continue to vest exclusively in and be exercised exclusively by the Employer. The Employer shall retain all powers, duties, and rights established by Constitutional provision, State statute, City ordinance, City Charter or other source of law, and departmental rules, standing orders and/or instructions, and retains the power to act or not to act as it deems appropriate. This shall include, but not be limited to, the right to:

1. Manage, determine, and control the use, location, and delivery of City services, City equipment, property, facilities and City operations, direct the work forces and City affairs.
2. Determine Police Department’s activities and set forth all standards and types of service offered to the public.
3. Allocate and assign work to police officers, assign officers to shift, to determine the number of shifts, hours of work, starting time, and schedule all of the foregoing. The city retains the right to establish, modify, or change any shifts, starting times and/or work schedules.
4. The City retains the right to direct police activities, including determination of qualification, the right to hire, promote, suspend, discipline, discharge and transfer employees, and to determine the size of the work force and to curtail activity when necessary, by laying off police officers due to lack of work or for other reasons in the judgment of the Employer, the right to recall employees from layoff, except as specifically limited by the terms of this agreement, the right to set and administer policy regarding wages and fringe benefits, including, but not limited to, retirement contributions, scope of insurance and City’s participation in cost, if any, number of days of vacation, sick leave and designated holidays, and to modify same at its discretion, to the extent not inconsistent with this agreement.
5. Determine services and police tasks to be performed and methods, schedules, standards, means and processes of the work, changes, or the institution of new and/or improved methods.

6. Adopt and put into effect City and Police Department rules and regulations, performance and discipline rules, regulations and penalties for violation thereof.
7. Use civilians in the Police Department to perform duties which do not require sworn officers. Civilians performing these duties are not subject to the terms of this Agreement.
8. The City shall have exclusive authority to transfer any governmental operations now conducted by it to another unit of government. Upon such transfer, all agreements are terminated, including this agreement as pertaining to personnel of the department affected by the transfer.
9. The City reserves the right to use personnel from the Police Department and the Fire Department interchangeably during natural disasters and civil disorders.

The rights listed above are not all inclusive, but enumerate, by way of illustration, the type of rights which belong to the Employer; and any other rights, powers, or authority the employer had prior to the signing of this Agreement are retained by the employer, except those which are clearly and specifically relinquished in this Agreement.

\*The employer and the association agree that the police officers of the City of Kingsville work directly under the supervision of the chief of police or his designee.

## **ARTICLE 4                      ASSOCIATION RIGHTS**

### **Section 1      Recognition**

The City hereby recognized the Kingsville Law Enforcement Association as the sole and exclusive collective bargaining agent for the unit consisting of all sworn Police Officers, except the Chief.

### **Section 2      Payroll Deductions**

1. The City shall deduct monthly Association dues from each individual member who has voluntarily authorized Association dues deduction. The City shall not deduct dues or other funds for any other "association" as set defined in Chapter 174, Local government Code. Any individual member of the bargaining unit wishing to voluntarily withdraw his authorization for Association dues deductions must sign the appropriate form and submit it to the Human Resource Department, two weeks before the payday on which the change is to be effective. The employee shall notify the Association in writing if he or she revokes or adds his authorization for dues deduction within thirty (30) days from the revocation or addition of the deduction. The amount of deductions shall be the amount set forth in any deduction authorized by individual members or letters of request signed by the President of the Association. Any dues deductions set forth herein already previously authorized by a member shall be automatically increased by the City upon any letter signed by the President of the Association and stating that such increase has been approved consistent with the Constitution and Bylaws of the Association. Such letter altering the amount of Association dues shall be submitted no later than thirty (30) days prior to the beginning of the effective pay period. The Human Resource Director may require the Association President to present a copy of the Association minutes indicating approval of the dues change. All amounts deducted pursuant to this Article shall be paid to the legally designated representative of the Association in accordance with reasonable procedures established by the City. The City shall provide the Association with a list of members from whom it has deducted dues within thirty (30) days after each payday.

2. The City shall deduct on a city-approved form the monthly Association political action committee contributions from each individual member who has voluntarily authorized an Association political action committee deduction. Any individual member of the bargaining unit wishing to voluntarily withdraw his authorization for an Association political action committee deduction must sign the appropriate form and submit it to the Human Resource Department, two weeks before the payday on which the change is to be effective. The employee shall notify the Association in writing if he or she revokes or adds his authorization for political action committee deduction within thirty (30) days from the revocation or addition of the deduction. The amount of deductions shall be the amount set forth in any deduction authorized by individual members. All amounts deducted pursuant to this Article shall be paid to the legally designated treasurer of the Association political action committee in accordance with reasonable procedures established by the city. The City shall provide the Association with a list of members from whom it had deducted political action committee contributions within thirty (30) calendar days after each payday.

### **Section 3 Time Off for Association Business**

1. When off duty, the Executive Board members shall have the right to visit the premises of the Police Department for the purpose of administering this Agreement. Such visits shall be conducted in a manner so as not to interfere with the functions of the Department.

2. The Association's negotiating team, not to exceed three (3) members, shall be permitted without loss of pay to attend negotiating sessions with City representatives, where such sessions or meetings are scheduled during working hours; or shall be given time off without loss of pay for the scheduled night shift immediately preceding such negotiating sessions. The parties will work together for attendance at negotiating sessions while minimizing overtime for the Police Department.

3. By January 31st, each member of the Association shall turn into the Human Resource office notice of their contribution of up to five (5) hours of accrued vacation leave or compensatory time to a pool to be known as the "Association Leave Pool." This pool may be used by the Association to receive time off with pay to attend scheduled state and national association board meetings, conventions and training programs; labor and police related training programs; arbitration and grievance hearings of members by elected Association official or representatives; and other Association-related activities. The Association President shall notify the Chief and Human Resources in writing at least five (5) working days in advance of any requested use of the leave pool. Such requests by the Association shall not be unreasonably refused. The Chief may order any Association members using the leave pool to report for duty as assigned by the Chief during an emergency situation.

### **Section 4 Bulletin Boards**

The Association has the exclusive right to maintain one (1) bulletin board at the police station in a site designated by the Chief. The bulletin board shall be located in a conspicuous location. The board may be used for the following notices: (1) Association elections, (2) reports for Association committees, (3) rulings or policies of the State or national Association, and (4) Legislative enactments and judicial decisions affecting public employee labor relations. The Chief must approve in advance all materials to be posted on the bulletin board, and will disapprove of any posting which does not meet the criteria listed above in this subsection. The Association President must approve and sign off in advance on any posting on the Association bulletin board. The Chief shall not unreasonably withhold his approval of postings. The City shall not allow any other "association" as defined in Chapter 174, Local government Code, to maintain a bulletin board.

**Section 5 Pre-emption of Chapter 143**

To the extent that any provision of this article conflicts with or changes Chapter 143 or any other statute, executive order, local ordinance or rule, this Agreement shall supersede such provisions, as authorized by Section 174 of the Texas Local Government Code.

**ARTICLE 5 NO STRIKE CLAUSE**

**Section 1 Strike: Definition**

“Strike” means, whether done in concert or individually, a failure to report to duty, the willful absence from ones position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment (including, but not limited to “slowdowns,” “blue flu,” “sickouts,” “enhanced enforcement,” “ticket blitzes,” the intentional failure to make arrests and sympathy strikes), for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment.

**Section 2 No Strike**

Neither the Association nor any employee shall cause, counsel or permit members to strike, slow down, disrupt, sickout, blue flu, impede or otherwise impair the normal functions of the Department; nor to refuse to cross any picket lines by whomever established, nor to engage in any sympathy strike.

**Section 3 Discipline**

Any or all employees who violate any provision of the law prohibiting strikes or any provision of the Article may be dismissed or otherwise disciplined by the Employer, without recourse to the grievance procedure.

**Section 4 Consequences of Illegal Strike**

In the event of a strike as prohibited by this Article, the employer may permanently replace striking bargaining unit members, and the Association shall publicly disavow the action by posting a notice at the Police department and issuing a press release to the media stating the strike is unauthorized and unsupported by the Association.

The Association shall in good faith promptly direct in writing, verbally, or both, the members of the bargaining unit to return to work notwithstanding the existence of any strike and use every reasonable effort in cooperation with the City to terminate the strike.

The Association’s failure to comply with the above conditions, in the event of a strike in which members of the bargaining unit participate, shall be grounds for the City to terminate this Agreement and cease recognition of the Association.

## ARTICLE 6                      NON-DISCRIMINATION

### Section 1      Program

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

### Section 2      Application

The City and the Association both agree not to discriminate against any employee for their lawful activity on behalf of, or membership or non-membership in, the Association. Nothing in this Agreement shall interfere with any employee's right to pursue allegations of discrimination based on race, creed, color, national origin, religion, age, sex/gender, sexual orientation or disability under federal or state law.

The City shall provide the following to all police officers:

- a) City of Kingsville Civil Service Rules
- b) City of Kingsville Police Department Manual
- c) City of Kingsville Administrative Policies and Procedures Manual
- d) A copy of this agreement

The City shall not dominate, interfere, or assist in the formation, existence or administrations of any employee organization which is qualified to be a collective bargaining agent for police officers; or contribute financial support to any such organization.

Neither the City nor the Association shall engage in the following practices:

1. Interfere with, restrain, or coerce employees in the exercise of rights granted by TLGC Chapter 174 or in this agreement;
2. Encourage or discourage membership in any employee organization by discrimination in hiring, tenure, training or other terms and conditions of employment;
3. Discharge or otherwise discriminate against any employee because he has filed an affidavit, petition, grievance, or complaint, or given any information or testimony alleging violations of this agreement.
4. Discriminate against any employee because of association, non-association, or affiliation or discriminate in the application or interpretation of this agreement.
5. Cause or attempt to cause an employee to discriminate against another employee because of the employee's membership or non-membership in any employee organization, or attempt to cause the City to violate any rights of the employee.

The city recognizes its responsibility to a consistent interpretation and application of Departmental Rules and regulations, Special Directives, and Orders which govern the conduct of employees. The city shall take into account the circumstances surrounding the incident, the nature of the violations, the employee's record of discipline, and the employee's record of performance and conduct.

The Association recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit.

If the employee elects to pursue a non-contractual remedy for discrimination, it shall constitute a waiver of the right to pursue that complaint through the grievance and arbitration process provided by this agreement.

## ARTICLE 7 ENTRY LEVEL HIRING

### Section 1 Entry-Level Hiring

1. The City shall follow entry-level hiring processes as mandated by Chapter 143. Each applicant must successfully complete the following:

- a. Written examination
- b. Physical fitness examination
- c. Background Investigation
- d. Panel Interview (panel to be appointed by the Chief and will include two (2) interviewers from the Association)
- e. Medical examination
- f. Drug test
- g. Psychological examination

2. Alternate Level Hiring Process

A. Applicants qualifications: The Chief, without regard to the existence of or requirements for any eligibility list for beginning positions in the Department, may appoint applicants to police officer non-entry level positions provided the applicant meets the following minimum requirements:

- a. Has a current TCOLE peace officer ~~intermediate~~ basic certification
- b. Is employed or has been employed for at least two (2) continuous years as a law enforcement officer commissioned by TCOLE and
- c. Has actively worked as a law enforcement officer within the twelve (12) months preceding his application

B. Applicant qualifications: The Chief, without regard to the existence of or requirements for any eligibility list for beginning positions in the Department, may appoint applicants to non-entry police officer positions provided the applicant meets the following minimum requirements:

- a. Active City of Kingsville Reserve Police Officer for minimum of 12 months.
- b. Has a current minimum TCOLE peace officer basic certification
- c. Completion of Section 1 Entry-Level Hiring processes (b-g)
- d. Officers hired through this process are required to complete in-house training as mandated by Police Chief of all new hire and alternate hire personnel.

## **Section 2 Entry Requirements for Alternate/Lateral Hires/Reinstated Officers**

Each applicant must successfully complete requirements, as determined by the Chief of Police to include a Panel Interview as outlined in Section 1.1(d).

## **Section 3 Salary and Promotion Opportunities**

Compensation and promotion opportunities for a Reinstated Officer or Lateral entry Officer shall be as follows:

The beginning salary of officers appointed under this alternate hiring/Lateral Entry or Reinstated Officer process may be equal to the 37-month Police Officer salary. Officers will not be eligible to receive credit for prior service with the Kingsville Police Department to attain Step D of the wage plan until completion of 12 months of new service. These officers shall become eligible to take the Lieutenant examination 24 months after hire date completion of probation for individuals with a minimum of 24 months as TCOLE certified peace officers. These officers shall be treated as new employees for all other purposes, including seniority, benefits and eligibility for promotion.

## **Section 4 Other Provisions**

Applicants who are appointed must successfully complete an in-service training program specifically designed for applicants who are hired in accordance with this alternate hiring process. The applicant must also complete a field training period designed for applicants who are hired in accordance with this alternate hiring process. The Chief, in his sole discretion, may deny the application of any applicant at any time.

# **ARTICLE 8 PROBATIONARY PERIOD**

## **Section 1 Initial Probationary Period**

A person who is already licensed as a peace officer when appointed as a sworn police officer with the Kingsville Police Department must serve a probationary period of one year beginning on the date of the individual's employment as a police officer. The one-year initial probationary period for a person without a peace officer license who must attend the police academy shall begin upon successful completion of the academy and appointment as a Kingsville police officer.

## **Section 2 Discharge of Probationary Employee**

During an employee's initial probationary period, the chief may discharge the employee with or without cause. A probationary employee may be dismissed at the discretion of the Chief, without appeal to arbitration, to the Commission or to any court, at any time during the 365 calendar day period subsequent to being sworn in as a City of Kingsville Police officer.

## **Section 3 Extension of Probation**

A new officer's probationary period will automatically be extended if he or she is absent for a continuous period of more than ten days for illness, injury, jury duty or military reserve leave or any other type of leave. The extension of the new officer's probation shall be equal to the amount of lost time.

At the sole discretion of the Chief, a probationary officer may be offered an extension of his or her probationary period for up to six additional months to permit the probationary officer to improve deficient performance.

During any such extension of an officer's probation, the newly hired probationary officer may be discharged with or without cause. The rate of pay shall remain the same during the probationary period and shall not automatically increase due to length of service.

#### **Section 4 Probation after Promotion**

A newly promoted officer shall serve a probationary period of 180 days. In the event the newly promoted officer does not successfully complete the 180-day probationary period, he will be placed back into the classification from which he was promoted, and the next qualified officer on the eligibility list will be promoted. The officer may elect to appeal his demotion to the Civil Service Commission, but not to a hearing examiner.

Written evaluations will be conducted on a weekly and/or monthly basis. The probationary period may be adjusted so as to properly allow for any unforeseen leaves of absence or other approved breaks in service. Promotional probationary periods may be extended for 90 days at the Chief's discretion.

## **ARTICLE 9 PROMOTIONS**

### **Section 1 General**

1. All positions in the Police Department shall be administered in accordance with Chapter 143 of the Texas Local Government Code. All covered positions which are above entry level shall be filled by competitive means (~~3 2 or more persons~~ people). The means for promotion will include a written test, an internal review board; and a point system (which reflects discipline, education, job performance and longevity with the Kingsville Police Department).

If there are not ~~3 2 or more persons~~ people with two (2) years' experience at the next lower position (unless Article 7, Section 3 applies), then the Chief may reduce the experience level to 18 months and by license level and then in increments of 6 months until a sufficient number of candidates is available for competitive testing.

2. Vacancies will be filled in the order as they appear on the current promotion eligibility list unless bypassed by the Police Chief. Notice shall be sent to the Civil Service Director for certification prior the persons being promoted.
3. Vacancies will be filled from the current promotion eligibility list no later than 30 calendar days from the date of the vacancy.
4. When the current promotion eligibility list has been exhausted or has expired, the Chief or his designee shall notify the Commission to post the announcement for the promotional test no later than ten (10) business days from the day a vacancy occurs. The Commission or its designee shall post the announcement within thirty (30) calendar days from the request of the Chief. A written promotion examination will be conducted within ninety (90) calendar days from the announcement of the promotional test if no material reading list is posted or within thirty (30) calendar days of the announcement if a material reading list is posted.
5. An employee who appears on a current promotion list may be passed over for a promotion for another employee whose promotional ranking is lower under the following circumstances:
  - a. The employee is under criminal indictment, or charged with a criminal offense
  - b. The employee has been convicted or is on a pre-trial diversion for a felony, Class B misdemeanor or above, or a crime of moral turpitude.
  - c. The employee has received a suspension, demotions, or has been suspended indefinitely since the promotion list was approved and posted by the Commission.

- d. If any employee on the current promotion list has been passed over for a promotion by virtue of the conditions set out in A, B, or C, and that employee has been found not guilty or the charges have been dismissed against the employee, the employee will be returned to the top of the current promotion list.

## **Section 2 Posting of Vacancy**

1. All vacancy announcements will be posted on the Police Department bulletin board. All officers who wish to apply may do so in the Civil Service Director's office during administrative business hours.
2. The vacancy announcement will include:
  - a. Title
  - b. Purpose of Examination
  - c. Registration: candidates must register to take the written examination no later than fifteen (15) calendar days after the posting of the vacancy announcement during regular administration business hours in the office of the Civil Service Director.
  - d. Date, Time and Place of Written Examination
  - e. Date of the Announcement
3. The vacancy announcement is not a contract and nothing in the announcement shall be construed as binding on the Police Department or the City.
4. The posted material reading list shall include:
  - a. List of official source materials,
  - b. Total number of questions from each source if available from the testing company
5. All source material will be approved by the Police Chief prior to its use.
6. Candidates must meet all minimum eligibility requirements for the position, including time in grade or tenure, seven (7) business days prior to the written exam.

Candidates not eligible to test must be notified in writing by the City Civil Service Director or designee prior to the test stating the reason for ineligibility.

Any material submitted within seven (7) business days before the actual date of the written examination will not be used in calculating administrative points.

All material submitted relative to eligibility for examinations or promotions must be submitted to the Human Resource Office.

A test will be administered any time there is a promotional vacancy and three (3) or more members sign up to test.

## **Section 3 Procedures to Appeal Examination Questions**

1. Candidates may review their written examination in the Commission office or in the office of its designee during regular business hours. Candidates will have five (5) business days from the date of the written examination to review and appeal question(s) on the test as many times as needed during the five (5) business days. The candidate must make an appointment with the Commission or its designee to review the written examination. Candidates will be allowed to bring only the reading material used in the exam to the review area.

2. The appeal form will include the number of the question being appealed and the specific reason for the appeal. Documentation (from the approved reading list for the test) to support the appeal must be provided by the candidate or the appeal will not be heard. Neither the Commission nor its designee will assist in preparing the documentation; the responsibility is solely on the candidate.
3. All appeals supported by the required documentation shall be sent to the Commission. The Commission will hear the appeals of all properly and timely filed appeals within twenty (20) business days of the deadline date for filing appeals pursuant to this section unless otherwise specified by the Commission.
4. The candidate shall not keep a copy of the appeal.
5. The time and place of the appeal hearing will be posted on the Police Department bulletin board.
6. Candidates who are on duty will be relieved to attend the appeal hearing.
7. Each candidate will have an opportunity to appear before the Commission and provide information regarding the appeal.
8. The Commission may uphold the appeal or deny the appeal.
9. The Commission's decision is final.
10. After all appeals have been reviewed by the Commission and appropriate changes made, the list of eligible candidates who will proceed to the Internal Review Board (IRB) will be posted within five (5) business days. This list will include the written exam scores of all candidates scoring a 70% or better.
11. Anything not addressed in the contract will defer to the City of Kingsville local civil service rules section 143.034 (Review and Appeal of Promotional Examinations).

#### **Section 4 Internal Review Board (IRB)**

1. Candidates who receive a seventy (70) percent or higher on the written test score (after the Commission hears/rules on all appeals) will advance to the IRB. In situations when only one (1) candidate passes the promotional exam, the Chief may bypass the entire IRB and scoring processes.
2. The IRB will consist of a panel of five (5) members as follows: Three (3) members will be from the Kingsville Police Department and will hold the rank equal to or higher than the rank being tested for. Two (2) members will be supervisory police officers from an outside law enforcement agency. For Commander positions, the panel shall consist of the Chief, Commander and a Captain designated by the Chief.
3. Questions will be asked (the same questions will be asked of each candidate) to ascertain the candidate's suitability for promotion. The dimensions the IRB is designed to measure are:
  - a. Interpersonal skills
  - b. Motivation;
  - c. Initiative;
  - d. Supervisory readiness
  - e. Oral communication skills
4. Once the IRB begins, candidates will have ten (10) minutes to make a presentation about themselves. Afterwards, the panel will ask questions referenced above.

5. Each rater will grade the candidate separately on each of the five dimensions listed above. The score for each dimension will be between a one (1) being the lowest and twenty (20) being the highest. The grade sheets will be completed by each rater and immediately turned over to a proctor (Commission designee), who will also be in the room during the IRB. There will be no discussion during the rating concerning the responses given by the candidate. Once the IRB's are complete, the proctor will go through each of the raters' response sheets. The IRB will be rated as follows:
  - a. The five scores of each dimension will be totaled.
  - b. The totaled score will be multiplied by the appropriate weight for IRB depending on the rank being tested.
6. No candidate may appeal an IRB score unless there is a mathematical miscalculation.
7. Once the IRB's are concluded, the Commission will have five (5) business days to compute the combined scores from the written test and the IRB. This will be known as the raw score. For scoring and weighted test/IRB values, see Appendix B.

### **Section 5 Additional Points**

1. A review of each candidate's personnel file will be conducted by the Civil Service Director or designee five (5) days prior to the date of the written test.
2. Points will be awarded as follows:
 

a. Longevity	Add 1 point per year of service in current rank not to exceed 10 points
b. Education	Points for highest level only: Associate's Degree – Add 2 points Bachelor's Degree – Add 4 points Master's Degree – Add 6 points
c. Military service	24 months or greater add 5 points
d. Reprimand	Subtract 2 points per reprimand (within 2 years of test) if supported by written disciplinary finding
e. Suspension	Subtract 4 points per suspension (within 2 years of test) if supported by written disciplinary finding
f. Demotion	Subtract 6 points (within 2 years) if supported by written disciplinary finding
3. After all points are tabulated; the result will be added to the raw score of each candidate and will constitute the candidate's final score. Once a final score list is established, it will remain in effect for either one (1) year from the date of Civil Service Commission ratification or until the list is exhausted, whichever occurs first.

### **Section 6 Tie Breakers**

If after the written test, the IRB and the additional points awarded to each candidate result in two or more candidates being tied, the following will be used to break the tie starting with (a) and going through in order until the tie is broken:

- (a) Years of Experience – If a tie still exists, the person shall be ranked in the order according to which person has the most number of years of active paid full-time experience as a certified peace officer.
- (b) Higher Certification - If a tie still exists, the persons shall be ranked in the order according to which person has the higher certification level as a peace officer through TCOLE.

- (c) Highest Degree – If a tie still exists, the person shall be ranked in the order according to which person possesses the highest educational degree (Masters, Bachelors, Associates).
- (d) Higher Education Hours – If a tie still exists, the person shall be ranked in the order according to which person possesses a higher number of college/university hours. Hours shall be calculated in a manner to determine equivalents for comparison.
- (e) By Lottery – The numbers of 1 – 10 shall be placed on individual papers in a container. The Candidates shall select a paper from the container. The candidate drawing the highest number shall be placed on the eligibility list above the person drawing the lower number.

### **Section 7 Requirements for Promotion**

Lieutenant – Must have two (2) years of current continuous/uninterrupted service as a police officer with the Kingsville Police Department (unless Article 7, Section 3 applies) and must have an intermediate certification from TCOLE as a peace officer

Captain – Must have two (2) years of current continuous/uninterrupted service as a Lieutenant with the Kingsville Police Department and must hold an Advanced certification from TCOLE as a peace officer

Commander – Must have two (2) years of current continuous/uninterrupted service as a Captain with the Kingsville Police Department and must hold an Advanced certification from TCOLE as a peace officer.

### **Section 8 Promotion Requirement**

Prior to official promotion, employee must successfully complete and pass the following:

- a. Medical examination
- b. Drug test, and
- c. Psychological examination

### **Section 9 Senior Officer**

Police officers who have 60 months of current continuous service with the Kingsville Police Department and possess either an Intermediate Certificate from TCOLE or at least 60-hours of college credit from an accredited college or university shall be eligible to receive recognition as a senior officer. The Chief of Police shall select a type of recognition symbol to be displayed on an officer's uniform.

### **Section 10 Appointment of an Assistant Chief**

The Chief may at his sole discretion appoint from the staff of the Department an Assistant Chief of Police. An officer appointed to the position of Assistant Chief must have been employed by the Department, as a sworn officer, for at least five (5) continuous years and immediately before the appointment hold the rank of Captain or above. The appointed officer shall serve at the pleasure of the Chief and may be demoted to his previously held civil service rank without cause. In no event shall any demoted appointee cause another employee to be demoted because of his returning to a civil service position. The Employer shall authorize additional staffing positions in order to avoid such "bumping"; however, the Employer may reduce the extra staffing positions later by attrition in order to return to the previous authorized number of positions.

## **ARTICLE 10 SENIORITY**

For the purposes of this Agreement only, seniority shall be defined as the length of service by an employee within his civil service classification from the most recent date of appointment as a police officer with the City of Kingsville. Seniority is the determining factor in the assignment of relief days (regular days off), vacation days, vehicles, and areas. If two or more officers have equal service, seniority shall be determined by the highest test score on the appropriate hiring or promotional examination.

## **ARTICLE 11 PERFORMANCE EVALUATIONS**

The written performance evaluation process will be standardized by the Police Chief with the approval of the Civil Service commission. Bi-annual evaluations shall be conducted. Failure to issue a particular performance evaluation shall not be considered a breach of this agreement. Performance evaluations shall not be subject to the grievance process.

Written evaluations shall be based on job related factors and shall be prepared in an accurate and impartial manner. The merits of an individual performance evaluation shall not be subject to the grievance process under this agreement; however, police officers continue to have the right to add written comments in response to their performance evaluations, which shall remain part of the evaluation documents and shall be included in the employee's personnel file. The evaluation process is to be utilized as a tool for open communications in order to develop a more positive outcome of employee performance.

## **ARTICLE 12 OVERTIME**

### **Section 1 Overtime/Compensatory Time**

The City may adopt the 207(k) option permitted under the Fair Labor Standards Act, which would provide overtime after working a specified number of hours in a designated work period. There shall be no pyramiding of overtime under this Agreement.

Time off for sick leave, vacations, and holiday shall be counted as time worked for purposes of computing eligibility for overtime.

### **Section 2 Court Time**

Any off duty officer who attends as a witness in any matters related to the performance of his assigned duties in either a criminal or civil matter in any case pending in the District, County, Municipal, Juvenile Court or before any Grand Jury proceedings or in conference with the District Attorney or their Assistants or in pre-trial conference or hearing, or at any proceeding by any Federal, state, County, or City or any subdivisions or agencies thereof, shall be entitled to overtime compensation for a two (2) hour minimum pay or actual time worked, whichever is greater.

### **Section 3 Call Back**

All members of the department who are called back to work from off-duty by the Chief of Police or his designee shall be paid at least two (2) hours minimum pay or actual time worked (whichever is greater) at one and one half (1 ½) times the base rate of pay.

### **Section 4 Overtime**

The Employer reserves the right to require any employee covered by this Agreement to work overtime.

**Section 5 Pre-emption of Chapter 143**

To the extent that any provision of this article conflicts with or changes Chapter 143 or any other statute, executive order, local ordinance or rule, this Agreement shall supersede such provisions, as authorized by Section 174 of the Texas Local government Code.

**ARTICLE 13 SHIFT SCHEDULES AND ASSIGNMENTS**

Any requests for flexing of time for college class attendance must have the advance approval of the Chief, or his designee, and the officer must make up the lost time as approved by the Chief, or his designee.

**ARTICLE 14 MEALS AND REST BREAKS**

Employees shall normally be permitted two (2) fifteen minute rest breaks per shift, when they can be taken without a serious interference with the work at hand. Patrol Division employees will normally be permitted to take a paid thirty (30) minute lunch period when released by the supervisor. Detectives and administrative personnel covered by this Agreement will have a one hour unpaid lunch.

**ARTICLE 15 TRAINING**

To be eligible to attend job related training schools, the officer must submit his request in writing to the Training officer, and the Chief or his designee must approve the request. The approval or disapproval of any request is within the sole discretion of the Chief. If the training is five (5) consecutive days and requires more than 40 hours of classroom time, then the officer's work time shall be reduced the next week. For approved training, the officer shall receive the same per diem as other City employees for meals and lodging, and the City shall pay the registration fee. Travel time to and from the location of the training will be used in the calculation of the officer's weekly forty (40) hours. Officers attending mandatory core courses to maintain current certifications as required by TCOLE shall attend the classes on city time with prior approval.

**ARTICLE 16 SAFETY AND EQUIPMENT**

**Section 1 General**

The City shall maintain an adequate quantity of modern, marked and plain vehicles, radios, and other essential equipment as determined by the Chief at his sole discretion.

**Section 2 Radios**

The city shall provide hand-held radios that are capable of transmitting and receiving appropriate radio communication at all locations within the City

**Section 3 Bullet-Proof Vests**

The City shall provide to all employees a bulletproof vest with a minimum standard of Threat Level 3A with trauma plate. Vest shall be provided to all new employees prior to the end of their first week as officers. One free fitting per year will be provided by the City. The City will check and replace liners as needed.

#### **Section 4 Patrol Car Cages**

All marked patrol units shall be equipped with car cages.

#### **Section 5 Shotguns and Racks**

All officers meeting the shooting qualification of such guns shall have a shotgun, a rifle and associated mounting assemblies in marked police units.

#### **Section 6 Uniforms**

1. Each member of the bargaining unit shall be entitled to the following at no cost to the employee: (1) 5 pair of uniform trousers, (2) uniform shirts: 5 short sleeved and 5 long sleeved, (3) 2 name plates, (4) 2 ties, (5) 1 winter police jacket with removable liner, and (6) 1 police raincoat.
2. The City shall make available rechargeable flashlights for each officer on his shift.
3. The City shall provide up to \$100.00 to repair or replace prescription glasses, contacts and watches, and up to \$25.00 to replace or repair non-prescription sunglasses which are damaged in the line of duty. Upon approval of the chief, the City shall provide up to \$100.00 for repair or replacement of holsters damaged beyond repair in the line of duty. "Repair" includes only that work necessary to make the holster serviceable, and does not include cosmetic damage. The Chief shall inspect all holsters and watches at the time of execution of this contract to determine if any prior damage exists.
4. The City shall continue its current practice, as of the execution date of this Agreement, of providing cleaning services for officers' uniforms. Also, the employer shall provide cleaning services for non-uniform officers to a maximum of three (3) two-piece dry cleanings per week.
5. The City shall provide a clothing allowance of \$100.00 per month to each officer assigned to the Detective Division as a Special Investigator or as directed or required by the Chief to work in a non-uniform assignment.
6. Officers may request a reimbursement of up to \$75 annually for the purchase of approved uniform footwear.
  - a. Officers must submit the receipt within two (2) weeks of purchase date.
  - b. Uniform footwear may be purchased from any vendor.
  - c. Uniform footwear purchased under this program shall be properly cared for and maintained by the employee.
  - d. Damages that occur to uniform footwear either on or off the job will be the responsibility of the employee.

#### **Section 7 Firearm/Equipment Purchase**

The City shall continue its practice of financially assisting new officers and existing employees on a case-by-case basis with the purchase of a firearm and any other duty related accessories. The officers must submit a written request, and upon execution of documents permitting withholding of pay, the City will purchase the officer's firearm and accessories. The officer repays the cost of the firearms and accessories through payroll deductions over 26 pay periods but in no event shall the reimbursement be in increments of under \$50 per pay period. If the officer leaves the employment of the City before reimbursing the full cost of the firearm and accessories, the officer shall forfeit his equity and the firearm and accessories becomes the property of the City or the officer may pay off in full the remaining amount owed. All firearms

and other accessories shall be for City use only. Any officer purchasing a firearm shall qualify with such firearm according to the departmental policy in order to carry the firearm for duty.

Ammunition will be provided by the City to each officer. Ammunition will include two (2) boxes of practice ammunition to be used during annual requalification and one box of duty ammunition to be carried while on duty. All distributions of ammunitions shall be accounted for and any unused ammunition must be returned and logged in for proper inventory and/or disposal.

### **Section 8 Take Home Cars**

The Chief of Police shall have the authority to assign take home vehicles.

### **Section 9 Target Practice**

The City shall provide the ammunition and targets for all compulsory departmental required firearms training. In accordance with policies set by the Chief, officers shall be permitted to voluntarily practice at the range while off-duty.

### **Section 10 K-9 Officers**

K-9 handlers shall be allowed to work 36 hours per week at regular pay in addition seven (7) hours per week shall be paid at four (4) hours regular time and three (3) hours overtime for the animal's veterinary care, routine care for the K-9's physical health, welfare and grooming, daily and routine maintenance for the K-9's patrol vehicle, and field equipment.

## **ARTICLE 17 OFF-DUTY EMPLOYMENT**

The Chief of Police shall create a policy regarding extra-duty employment, which shall be similar to that in effect prior to this agreement. Permission to work extra-employment shall not be unreasonably withheld.

## **ARTICLE 18 DRUG AND ALCOHOL TESTING**

### **Section 1 Present Policy**

In order to help provide a safe work environment and to protect the public by ensuring that police officers are fit to perform their assigned duties, the employer may continue to enforce its present drug and alcohol testing policy.

Nothing in the article shall be construed to abolish the existing authority and practice of the City to conduct drug test for:

- Pre-employment
- Pre-assignment for other duties & periodically when doing drug interdiction duties
- Reasonable suspicion
- On return to duty after an absence of 30 days or more
- Post-accident
- Post-firearm discharge
- Promotion

Such test will be conducted under the same laboratory processes and protocols as mandatory random testing.

## **Section 2 Random Drug Testing**

The City and the Association agree that police officers may be called upon in hazardous situations without warning, and that it is imperative to the interest of police officers and the public to ensure that police officers are not substance impaired. In order to further their joint interest in protecting police officers and the public, the City and the Association agree to mandatory random drug testing described in this section. Officers of all ranks shall be subject to mandatory random drug testing during each calendar year on a fair and impartial statistical basis as provided by City ordinance # 94019, or any amendments thereto. The fair and impartial statistical basis (in which each police officer had an equal chance of being selected) shall be by a non-discriminatory computerized program operated and certified as non-discriminatory by an independent firm hired by the City, and the employee shall be tested upon selected by the computer. This shall be done in accordance with City of Kingsville Policy 830 substance Abuse Policy.

## **Section 3 Notification**

When possible, all officers will have random drug tests conducted during their shifts. In the event that an officer is off duty and is selected for a random drug test, a reasonable time period, as determined by the Chief of Police, will be afforded to the officer to allow for his travel time to submit to the test.

# **ARTICLE 19 POLITICAL ACTIVITY**

Unless otherwise permitted by law, all officers shall refrain from using their positions or influence while in uniform or on active duty in any way for or against any candidate for public office. During working hours, employees shall not circulate petitions or campaign literature on behalf of candidates for elective office or be in any way concerned with soliciting or receiving and subscription, contribution, or political service on behalf of any candidate. During working hours, officers shall not in any manner contribute money, labor, time or other valuable things to any person for election purposes. Officers may not wear their uniform and must conceal their badge and gun when engaging in political activities during non-work time. Officers may respond to questions concerning their employment as Kingsville police officers or as police officers in general.

No officer may hold an appointive or elective office of public trust, with or without remuneration that would conflict with his Departmental employment or constitute dual office holding under state law.

Solicitation of funds or anything of value by officers for any purpose whatsoever shall be prohibited of or by an officer on the job, unless the officer has the approval of the Chief and/or the City Manager. No officer may be required to make any contribution or may be penalized or rewarded in any way according to his or her response to a solicitation.

Nothing in this article is intended to preclude the association or any of its members from approaching City management officials to informally discuss and resolve problems which may arise during the term of this Agreement.

# **ARTICLE 20 HOLIDAYS**

## **Section 1 General Provisions**

Holidays of Kingsville police officers will be consistent with the holidays designated for Kingsville non-civil service employees in City Policy No 720.01 – Designation of Holidays

Patrol officers shall observe each holiday designated above on the actual calendar day on which it falls and not on the City observed calendar day. Examples of Holiday Application: Christmas Eve shall be observed on December 24<sup>th</sup> and Christmas Day on December 25<sup>th</sup>. New Year's Eve shall be observed on December 31<sup>st</sup> and New Year's Day on January 1<sup>st</sup>.

All other officers assigned a 40 hour workweek shall not report for duty during any of the department's holidays or sell back any holiday. All other 40 hour workweek officers are entitled to observe the holidays authorized under this agreement as allowed in the City's personnel handbook.

### **Section 2 Officers Working on a Holiday**

An officer who works on an official holiday shall be paid at time and one-half his regular rate of pay for the time worked. Officers working on a holiday shall have the option to schedule a day off at a later date or to receive straight time at his regular rate of pay for the holiday. A day shall be equal to the number of regularly schedule hours (For example: Officer A is assigned to a 10-hour shift and works on a holiday. Officer A may elect to receive 10 hours pay at his regular rate of pay or a day off at a later date. Officer B is assigned to an 8-hour shift and works on a holiday. Officer B may elect to receive 8 hours pay at his regular rate of pay or a day off at a later date.)

### **Section 3 Officers Not Working on a Holiday**

An officer who is not working on an official holiday shall be credited with a day off at a later date. A day shall be equal to the number of regularly scheduled hours.

### **Section 4 Accrual and Use of Holiday Leave**

All holiday leave accrued during a calendar year must be used within 2 fiscal years of occurrence. If the officer fails to exhaust the holiday leave, the holiday leave shall be forfeited. Holiday shall be used on a day per day basis and not in increments.

## **ARTICLE 21 VACATIONS**

### **Section 1 Vacation Accrual**

All officers with less than 10 years of continuous service with the City of Kingsville shall accrue 4.62 hours of paid vacation each bi-weekly pay period for a total of 120.12 hours per year. All officers with more than 10 years of continuous service with the City of Kingsville shall accrue 5.00 hours of paid vacation each bi-weekly pay period for a total of 130 hours per year.

A day of vacation is equal to the number of hours the officer is regularly scheduled to work at the time the vacation day is used. For example, if an officer is regularly scheduled to work 10-work shifts, and uses a vacation day, his vacation bank shall be reduced by 10 hours. Leave accruals not set forth in this agreement shall be accordance with the City of Kingsville's family Medical Leave (FMLA) policy.

### **Section 2 Use of Vacation**

Vacation leave may not be taken prior to the successful completion of the probationary period. Officers shall request vacation time off in advance in accordance with policy determined by the Chief. The Chief shall schedule and approve all vacations. Officers can have unlimited accumulation of vacation time; but in no event shall officers be paid for more than 250 hours of vacation at the time of their separation. Unused vacation may not be cashed out, except that up to 250 hours of accrued vacation will be paid upon an officer's separation.

Officers separating employment within 36 months from hire date are allowed maximum of 80 (hours) of accrued Vacation Leave payout

**Section 3 Call Back From Vacation**

An officer who is called back from vacation shall have his vacation re-credited beginning on the day he reports back to work or to court.

**ARTICLE 22 SICK LEAVE**

**Section 1 Accrual of Sick Leave**

Starting with the first month of employment, officers shall earn 4.62 hours of sick leave per bi-weekly pay period, for a total of 120 hours per year. A day of sick leave is equal to the number of hours the officer is regularly scheduled to work at the time the sick day is used. For example, if an officer is regularly scheduled to work 10-hour shifts and calls in sick, his sick leave bank shall be reduced by 10 hours. Leave accruals not set forth in this Agreement shall be accordance with the City of Kingsville's Family Medical Leave (FMLA) policy.

**Section 2 Use of Sick Leave**

Paid sick leave may be used for the illness of the employee and immediate family, provided that one hour's advance notice of the illness is given, absent an emergency.

**Section 3 Pay for Unused Sick Leave**

Upon retirement, resignation or other separation in good standing, an officer will be paid up to 800 hours of his or her accrued, unused sick leave.

Officers separating employment within 36 months from hire date are allowed ½ of accrued Sick Leave to a maximum of 80 hours of accrued Sick Leave payout.

**Section 4 Verification of Need for Sick Leave**

The Employer may require the officer to obtain verification of the circumstances surrounding use of sick leave, and an officer using or attempting to use sick leave without proper cause shall be subject to disciplinary action, including dismissal.

**Section 5 Retiree Conversion of Accrued Sick and Vacation Leave**

An employee who retires may elect to have the compensation associated with the maximum accrued vacation and sick leave payable upon separation of employment under this Agreement applied toward payment of the employee's share costs associated with the employee's retirement health insurance for a period not to exceed eighteen (18) months from the date of departure.

**Section 6 Sick Leave Buy Back Program**

After an employee has accrued the maximum of 800 hours of sick leave that City would pay upon separation of employment or retirement, the employee may participate in the sick leave buy-back program.

If an employee does not use more than 40-hours of accrued sick leave in a fiscal year, the employee will be eligible to sell back up to 40-hours of accrued sick leave from the 800 hour bank for cash at their current rate of pay. Once the employee opts to sell back sick leave, the 800 hour bank is reduced by the number of hours sold back to the City each fiscal year. Sick leave hours accrued after participation in the sick leave

buy-back program will be placed in the employee's sick leave bank for hours that are not reimbursable upon separation.

Written notification of the employee's desire to sell accrued sick leave must be submitted to payroll on or before October 15<sup>th</sup> of the following year and payment will be made in the first full pay period after November 10<sup>th</sup>.

## **ARTICLE 23                      MODIFIED DUTY**

### **Modified Duty Assignments:**

There is no guarantee of modified duty.

1. Officers who are temporarily disabled due to an occupational injury, occupational disease, or a non-occupational condition, and as a result, are unable to perform their regularly assigned duties, may be eligible for modified duty assignments if available, as determined by the Chief, and not to exceed a 6 month period from the date of injury/illness.

Modified duty assignments are considered temporary. The type and length of modified duty assignments will be contingent upon availability and a provider's restriction statement(s).

2. Officers must advise their providers of their position as police officers and the physical requirements of the position.
3. Officers placed on modified duty by their provider must immediately notify their division supervisor and provide supporting documentation detailing the restriction(s). It is the employee's responsibility to obtain and submit a copy of the supporting documentation to the office of the Police Chief.
4. Officers on modified duty must comply with restrictions of their provider and as such, the described restriction shall be considered direct orders from the Police Chief should the officer return to work in a modified duty capacity. Failure to comply with indicated restrictions shall be grounds for disciplinary action for failure to comply with a lawful order while on-duty.
5. Officers have the option of accepting or refusing modified duty. However, if accepted, the officer shall take any duty assignment ordered by the Chief of Police. Failure to accept a modified duty assignment for a work related injury/illness shall negate the City's responsibility as outlined in TLGC 143.073.
6. Officers can be on modified duty for a maximum of six (6) months from the first date of the injury/illness. This can be extended by order of the Chief of Police. All officers on Modified Duty under this article will be evaluated by their provider and at their own expense every fifteen (15) to thirty (30) days depending on the individual's condition to determine if the officer is medically able to return to full duty. Officers not cleared after six (6) months of being on modified duty can utilize their sick leave, vacation, and holiday as outlines by City of Kingsville Policy # 750 Family and Medical Leave.
7. Officers on modified duty will retain their rank and all incentive pay that goes along with their rank. They will continue to accrue compensatory, holiday, sick and vacation time while on modified duty.
8. Officers on modified duty will not work any outside employment requiring law enforcement services.

9. An Officer's assignment to modified duty shall not impair that officer's right to any and all other paid leave.
10. Officers cleared by their physician to go back to full duty must immediately inform their immediate supervisor.

## **ARTICLE 24 LEAVES OF ABSENCE**

### **Section 1 Occupational Injury or Disability**

An officer who is injured in the course of employment shall be covered by the Texas worker's compensation Act and by the provisions of Chapter 143.073(a). The City may require the officer to provide a status report on a reasonable basis from the officer's physician at any time the officer is off work due to an injury. The City may require an officer to perform modified duties if the officer is released to return to work with restrictions.

### **Section 2 Administrative Leave**

The City Manager or the Chief may grant administrative leave with or without pay when in the sole discretion of the City Manager or the Chief, such leave is warranted and is in the best interest of the Department.

### **Section 3 Bereavement Leave**

An officer is entitled to have three (3) work days off to mourn the death of an immediate family member. "Immediate family" includes spouse, parents, stepparents, parents-in-law, brothers, sisters, children, stepchildren and grandparents or any person residing in the employee's household. The officer may be required to submit proof of relationship if requested by the Chief. Bereavement leave must be taken within three (3) months of date of death or time is lost. Bereavement leave is not accruable for payment.

### **Section 4 Jury Duty Leave**

An officer who is called for jury duty shall receive his or her regular rate of pay for the duration of the jury service.

### **Section 5 Flex Leave**

All covered members shall earn four (4) hours of Flex Leave during the Employee's birth month.

- Flex Leave may be taken in increments of one hour, or fraction thereof, upon proper approval.
- Employees are required to provide supervisors with reasonable advance notice and obtain approval prior to leave. This allows for the employee and supervisor to prepare for employee's scheduled time off and assure all staffing needs are met.
- No cash payment for unused Flex Leave shall be authorized at any time nor upon separation of employment.
- Flex Leave is not transferable between Employees.
- Flex Leave shall not be used to extend an employee's separation date. The last day worked shall be the official separation date.
- Employees shall take Flex Leave concurrently with any FMLA leave for which they are eligible in appropriate circumstances.
- Employees on Flex Leave are subject to recall in emergency situations as deemed appropriate by the Employee's supervisor.
- Flex Leave shall be used within 12 months of accrual or forfeited.

**Section 6 Pre-emption of Chapter 143**

To the extent that any provision of this article conflict with or changes Chapter 143 or any other statute, executive order, local ordinance or rule, this Agreement shall supersede such provisions, as authorized by Section 174 of the Texas Local Government Code.

**ARTICLE 25 PERSONNEL FILES**

**Section 1**

The Chief of Police or his designee shall be the custodian of the Member's 201 personnel file within the Personnel Office of the Police Department subject to the requirements of applicable law. A log will be kept of the names of individuals who have had access to the Member's 201 file except where not permitted by law or court order.

**Section 2**

A Member may schedule to review his 201 file during normal business hours.

**Section 3**

Pending disciplinary actions and internal grievances will not be included in the Member's 201 file until all internal review procedures within the Chief's Office have been completed.

**Section 4**

Any supervisor receiving a member's training certificate will forward such certificate to the Chief of Police for placement in the member's training file.

**ARTICLE 26 INSURANCE BENEFITS**

The same level, scope and financial participation in cost, as may be provided to non-bargaining unit employees, will be provided to bargaining unit employees. The City reserves the exclusive right to determine what the level, scope, and financial participation, if any, will be and modify same at its discretion for all bargaining unit employees.

**ARTICLE 27 RETIREMENT**

Every employee in the bargaining unit shall be covered by the Employer's retirement plan at the contribution rate set for the employer and the employee by the City.

**ARTICLE 28 DEFFERED COMPENSATION PLAN**

The City shall continue its practice, effective as of the date of the execution of this Agreement, of permitting officers to participate in the citywide deferred compensation plan. The officer's participation shall be under the same terms and conditions as all other city employees.

## ARTICLE 29                      COMPENSATION

### Section 1      Compensation

Collective bargaining agreement wages for ~~October 1, 2025 – September 30, 2026~~ - October 1, 2026 – September 30, 2027. See Appendix A

Collective bargaining agreement wages are effective the first day of the first full pay period of each fiscal year.

Ranges:

- PD-2 This range is the hiring range for all new certified police officers appointed to the Police Department. The employee shall advance through this range based on time in-grade as defined by the schedule.
- PD-3 Upon promotion to Lieutenant, the employee is placed at this range; advancement through this range is based on time in-grade as defined by the schedule.
- PD-4 Upon promotion to Captain, the employee is placed at his range; advancement through this range is based on time in-grade as defined by the schedule.
- PD-5 Upon promotion to Commander, the employee is placed at this range; advancement through this range is based upon time in-grade as defined by the schedule.

### Section 2      Education and Certification Pay

#### 1. Education Incentive Pay:

Associates Degree	\$	50.00	per month
Bachelors Degree	\$	100.00	per month
Masters Degree	\$	200.00	per month

Individual degrees must be obtained from an accredited college or university. Officers shall receive pay for only one degree and not all three.

#### 2. Certification Pay:

Intermediate Police Officer Certificate	\$	40.00	per month
Advanced Police Officer Certificate	\$	62.00	per month
Master Police Officer Certificate	\$	110.00	per month

Officers shall receive certification pay for an Intermediate Certificate, Advanced Certificate or Master Peace Officer Certificate, not all three.

#### 3. Other Certification Pay:

Intoxilyzer Operator Certificate	\$	30.00	per month
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Officers possessing certification for training programs not approved shall not receive certification pay.

#### 4. Method of Computing Salary Increases

Each percentage increase in officer's salaries shall be made to the base salaries in effect just prior to the date of the wage increase.

#### 5. Shift Differential

Effective upon the execution of this Agreement, officers who perform work between the hours of 9:00 p.m. and 7:00 a.m. shall be paid a shift differential of 50\_cents per hour. The shift differential shall be applied only to hours actually worked.

#### 6. Field Training Officer

Field training officers shall be paid the following per day when actually performing FTO duties:

\$ 15.00 per day

## **ARTICLE 30 LONGEVITY**

The Employer shall pay a longevity allowance of ten dollars (\$10) per month per year of service to officers who have completed one (1) to twenty-five (25) years of service to each officer covered by this Agreement. The allowance shall be paid on a bi-weekly pay period basis

## **ARTICLE 31 EMPLOYEE INVESTIGATIONS AND DISCIPLINARY ACTION**

The Association understands and agrees that the Chief of Police, as the duly appointed department head, has the original authority and responsibility over the personnel management of the Police Department, subject to such procedures required by law. The Association further understands and agrees that the Chief of Police retains the sole authority and discretion to determine whether an alleged violation of disciplinary rules should be further investigated.

This agreement incorporates Policy 208 (Citizen Complaints) and Policy 209 (Internal Investigations) of the City of Kingsville Police Department.

### **Section 1 Signed Complaints**

Before any internal investigation, pursuant to Chapter 143 of the Texas Local Government Code (TLGC), resulting from a citizen complaint can be initiated against a police officer, that citizen will be required to sign a sworn affidavit, clearly stating the allegation. A copy will be made available to the officer with the notice of investigation letter. If the citizen refuses to sign an affidavit there will be no internal investigation on the officer based on the complaint from the citizen.

### **Section 2 Administrative Leave**

At the sole discretion of the Chief of Police, an officer may be placed on administrative leave, either with or without pay, pending the investigation of any complaint against an officer. The length of time an officer may be placed on administrative leave shall be for no longer than required to conduct an investigation. Under no circumstances will an officer be placed on administrative leave as a means of punishment.

### **Section 3 Standards of Discipline**

No employee shall be reduced in pay or position, suspended, indefinitely suspended, or subjected to disciplinary action except as allowed by TLGC Chapter 143. In all instances discipline will be applied in a corrective manner. It shall take into account the circumstances surrounding the incident, the nature of the violations, the employee's record of discipline, and the employee's record of performance and conduct.

Discipline may be administered in steps except as allowed by TLGC Chapter 143.

#### **1. Written Reprimands**

Written reprimands may be issued by any supervisor to an officer without requiring prior notification once approval is received from the Police Chief or his designee. Copies of all written reprimands shall be given to the affected officer. The officer may reply and such reply shall become a part of

the officer's permanent civil service file. No written reprimand shall be placed in the file without the officer's knowledge. Letters of reprimand shall become a part of an officer's departmental file.

2. Suspension
3. Demotion in rank
4. Indefinite Suspension

The Chief of Police shall have the discretion to implement disciplinary action commensurate with the nature of the offense.

#### **Section 4 Process of Appeal**

The Chief may reprimand, demote, suspend without pay or indefinitely suspend any non-probationary police officer as allowed by TLGC Chapter 143. Except for verbal and written reprimands, a non-probationary officer may appeal disciplinary actions, including suspension to the City of Kingsville Civil Service Commission pursuant to Chapter 143 of the TLGC or to a hearing examiner, as provided in Chapter 143.057 of the TLGC.

In addition to the rights of the Chief to promote, temporarily suspend or to indefinitely suspend an Employee for cause as set forth in the TLGC Chapter 143 or the rules and regulations of the Department or the City's Civil Service Rules and Regulations, the Chief may impose "alternate disciplinary action" or require attendance or participation in a remedial, education or rehabilitative programs.

#### **Section 5 Minor Suspensions**

Use of Leave in Lieu of Minor Suspension Without Pay

If a member of the bargaining unit received a statement of suspension without pay of five (5) calendar days or less, the member of the bargaining unit may with the approval of the Chief, within three (3) days of receipt of the suspension, forfeit vacation or holiday time equal to the length of the suspension. The forfeited vacation or holiday time will not constitute hours worked. In the event a member of the bargaining unit has received a disciplinary suspension within the preceding twenty-four (24) month period, the member may only forfeit vacation or holiday time with the Department Head's permission. The member must agree that there is no right to appeal the suspension nor right of review before any administrative body or judicial body if this method of suspension is chosen and the employee must sign a waiver of appeal and agree to the suspension.

#### **Section 6 Appeal**

Members who receive a suspension without pay of five (5) calendar days or less may only appeal their suspension, unless waived in accordance to Section 1 above, to the Civil Service Commission and provisions of TLGC Chapter 143.057 shall not apply to such suspensions. The provisions of this section shall supersede TLGC Chapter 143.057 which shall not apply to suspensions of five (5) calendar days or less.

Appeals of disciplinary actions not excluded above must be heard before the civil service Commission within 60 days of the filing of notice of appeal by the officer, unless a postponement is granted after a hearing, based on temporary unavailability of a witness or other evidence. A member may appeal indefinite suspension of employment to the Civil Service Commission in accordance with the rules of the Kingsville Civil Service Commission. If a member elects a speedy hearing on an indefinite suspension appeal by filing a written request, the Commission shall schedule and hear the case within 60 days of the filing of the appeal, unless a postponement is granted after a hearing, based on the temporary unavailability of a witness or other evidence. If the hearing is not convened by the Civil Service Commission within 180 days

of the filing of the request for appeal, the disciplinary action shall be set aside and deemed as though unfounded. A member choosing not to appeal to the Kingsville Civil Service Commission may appeal a suspension or indefinite suspension of employment to an independent arbitrator.

### **Section 7 Arbitration Process**

A member may, as an alternative to an appeal to the Civil Service Commission in Section 6 above, appeal a suspension or indefinite suspension to arbitration. If the appeal is for arbitration of a suspension or indefinite suspension, the member and the Chief or his designee (the parties) shall attempt to mutually agree on an arbitrator. If the parties fail to agree on an arbitrator within fourteen (14) calendar days after the appeal is filed, the parties may promptly select an arbitrator in accordance with the procedures outlined in Article 32, Section 4, Step 5 for selection.

1. The hearing shall be commenced, but need not be completed, within 365 calendar days of the arbitrator's selection. Delay in commencement of the hearing within these time periods may occur due to unavoidable conflicts between the arbitrator and the parties' schedules, or by mutual agreement of parties. However, if the arbitrator selected cannot commence the hearing within 365 calendar days from his or her selection, and there is no agreement to extend the hearing to a later date by the parties, the parties may agree to a substitute arbitrator.
2. A stenographic transcription of the proceedings shall be made only upon written agreement of the parties prior to the commencement of the hearing. Should there be no agreement, the party desiring the transcript may have the transcript made at its sole expense.
3. The award of the Arbitrator shall state which particular factual charges he or she finds to be true, if any, and the particular rules he or she finds such conduct to have violated, if any. Where the charges are upheld, the award shall state whether the suspension or indefinite suspension imposed is upheld, or whether some lesser discipline is substituted.
4. It is specifically and expressly understood that the decision of the arbitrator is final and binding, except either party may appeal to district court if the arbitrator's decision was procured by fraud, or collusion or any other unlawful means or if the Arbitrator was without jurisdiction or exceeded his or her jurisdiction.
5. Only the Association may invoke arbitration on behalf of a member as provided herein and only the Association may represent or designate a representative for a member in an arbitration proceeding under this Article.

## **ARTICLE 32 GRIEVANCE PROCEDURE**

### **Section 1 Scope of Grievance Procedure**

The purpose of this grievance procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances. Only matters involving the interpretation, application, or enforcement of the terms of this agreement, shall constitute a grievance under the provision of this grievance procedure.

### **Section 2 Association Representation**

A grievance may be brought under this procedure by one or more aggrieved employees or by the Association itself in cases where the subject of the grievance is an on-going practice by the City which affects the bargaining unit as a whole.

### **Section 3 Time Limits**

The parties shall adhere to the time limits as set forth in this grievance procedure, and may mutually extend the time limits upon the request of either party. In the event that the employee or Association fails to meet the time limits at any step of the procedure, the grievance shall be considered satisfied and no further action shall be taken. Failure by the employer to meet the time limits at any other Step shall be considered an unsatisfactory response and the Association may appeal the grievance to the next step, so long as the time limit for appeal is met.

### **Section 4 Steps of the Grievance Procedure**

A grievance within the scope of this procedure as defined in Section 1 shall be handled as follows:

- Step 1** The aggrieved employee shall submit his written grievance to the Association grievance committee and a copy to the Chief. The committee shall determine whether the grievance is valid. The committee shall judge each grievance in a fair and equitable manner and shall not discriminate against employees who are not Association members. If, in its sole discretion, the grievance committee determines that the grievance is not valid, the committee shall give written notice of that determination to the aggrieved employee.
- Step 2** If the Association deems the grievance to be valid, the Association shall submit a written grievance to the Chief within twenty (20) working days following occurrence of the event or from the date the employee should reasonably have known about the event, but no later than three (3) months from the occurrence of the event, giving rise to the grievance. The Chief shall respond in writing to this grievance within twenty (20) working days of its receipt.
- Step 3** If the grievance has not been resolved at Step 2, the Association shall submit the grievance in writing to the City Manager within ten (10) working days following the receipt of the Chief's decision. The city manager shall respond in writing to this grievance within twenty (20) working days of its receipt. If the City Manager does not respond within twenty (20) working days, the grievance shall be deemed denied. The requirement in Steps 1 through 3 for written grievances and responses shall not preclude the aggrieved employee and the appropriate management representative from orally discussing and resolving the grievance.
- Step 4**  
If the grievance has not been resolved at Step 3, the Association may request that the grievance be submitted to mediation with the Federal Mediation and Conciliation Services (FMCS). The FMCS will be contacted within ten (10) working days of the request for such services.
- Step 5**  
If the grievance has not been resolved at Step 4, the Association may request that the grievance be submitted to mediation. The Association shall make a written request for mediation within ten (10) working days of receipt of the City Manager's response. Upon request of the Association, submission of the grievance to mediation shall be mandatory on the part of both parties. A mediator shall be agreed on by both parties within ten (10) working days of City receiving request for mediation. The agreed upon mediator will be contacted and a mediation date will be set on the earliest date the mediator and both parties are available.
- Step 6**  
Arbitration. If the grievance has not been resolved at Step 5, the Association may request, within twenty (20) working days of the denial at Step 5, that the grievance be submitted to arbitration. The

request shall state whether the Association claims that arbitration is mandatory; if no such claim is stated, arbitration is deemed voluntary. Submission of the grievance to arbitration shall be voluntary on the part of both parties except as expressly provided herein. The fees and expenses of the arbitrator shall be borne by the party ruled against as determined by the arbitrator in his/her award.

The decision of the arbitrator shall be binding on both parties. Arbitration is mandatory in a case in which the dispute involved the application, interpretation, or enforcement of an express provision of this agreement. The following matters and actions are not subject to mandatory arbitration under this section:

- a. personnel evaluations,
- b. establishment of departmental rules and procedures,
- c. scheduling of work and overtime,
- d. the methods and processes by which work is performed,
- e. transfers,
- f. assignments,
- g. shift changes,
- h. any matter for which another hearing process is provided by contract or law including, but not limited to, reprimands, suspension, demotions, Passovers, and promotional examinations, and the scoring thereof,
- i. promotions, and the procedures and evaluations connected therewith,
- j. the exercise of any management right referenced in Article 3 of this agreement.

If arbitration is mutually elected, or required, a list of seven (7) qualified neutrals that are members of the National Academy of Arbitrators shall be requested from the American Arbitration Association (AAA) or other qualified agency. Within five (5) working days after receipt of the list, the Association and the City shall alternately strike the names on the list, and the remaining name shall be the arbitrator. If they do not so agree, each party may mail to the Human Resource Director a copy of the list of neutrals indicating the order in which they wish to alternately strike names. On the fifteenth (15<sup>th</sup>) calendar day following the mailing of the list by the AAA or other qualified agency, the Human Resource Director shall alternately strike the names in the order requested beginning with the opposite party's list from the last occasion of striking and the last remaining name shall be selected. Copies of the final strike order and the Human Resource Director will send each party's preferential list to the respective parties, but not before the selection is made. Should either party fail to deliver their list within fifteen (15) calendar days from the date the agency mails the list, the other party's seventh (7<sup>th</sup>) numbered strike shall be selected. Should both parties fail to deliver their list to the agency within 15-calendar days, the selection will be at random by the Human Resource Director.

The hearing on the grievance shall be informal and the rules of evidence shall not apply. The arbitrator shall not have the power to add to, subtract from or modify, the provisions of this agreement in arriving at a decision on the issue or issues presented; and shall confine his decision solely to the precise issue submitted for arbitration, and shall have no authority to determine any other issues not directly presented in the grievance. The decision of the arbitrator shall be final and binding upon the aggrieved employee, the Association and the City. The losing party shall pay all the fees and expenses of the arbitrator. The arbitrator shall designate the losing party for the purposes of this article, and may find that both parties lost in part and apportion fees and expenses accordingly.

The parties, during arbitration hearings, shall have the following rights and duties:

- To exchange the names of witnesses to be called and the nature of their testimony prior to the hearing;
- To require the arbitrator to subpoena witnesses;
- To be represented by legal counsel;
- To present evidence, testify, and argue the evidence; and
- To confront and cross-examine adverse witnesses (subject to the reasonable discretion of the arbitrator to admit hearsay evidence).

If the arbitration is not mandatory, and not mutually elected, the Association may appeal the decision of the City Manager, resulting from Step 4, to the District Court in Kleberg County. In the event that the Court rules in favor of the Association, neither the Association nor the employee shall be entitled to recover any damages which could reasonably have been mitigated by the employee or the Association. The final judicial decision by the last court resorted to by either party shall be final and binding on all parties.

Nothing contained within this Article providing for final and binding arbitration shall be construed to apply to the statutory process for resolving an impasse in collective bargaining nor to require compulsory arbitration with respect to impasse.

## **ARTICLE 33 PERSONNEL REDUCTION**

In the event of layoff of police officers in the city of Kingsville Police Department becomes necessary, the police officer with the least seniority shall be laid off first, and any further layoffs will be in the same order.

A reinstatement list shall be created and valid for one (1) year after the date the position(s) was vacated or abolished. No new police officers shall be hired until the police officers laid off have been given notice of re-hiring and the police officer(s) are given a fourteen (14) day period to notify the employer of intention to return to work. The fourteen (14) day period begins upon receipt of the employee's notice to the affected employee. If no response is received within the fourteen (14) day period, the name shall be removed from the list.

Police officers shall be rehired in accordance with seniority. Police officers rehired shall be required to meet the then existing employment requirements in place at the time of layoff; provided entry level written examinations shall not be applicable.

Before any layoffs occur, the Employer shall notify all police officers who are eligible for retirement so as they may exercise their rights to retire to avoid layoffs.

In the event of an organization restructuring necessitating a reduction in the number of personnel needed in each rank classification, the individual with the least seniority will be "bumped" back to the next lower rank. If seniority is equal between officers, the next criteria used will be time in service.

## **ARTICLE 34 MISCELLANEOUS PROVISIONS**

1. Badge upon Retirement – Each member of the bargaining unit shall be entitled to their badge upon retirement from employment.
2. Contact Information
  - a. All police officers shall be required, as a condition of continued employment beyond the probationary period, to obtain and maintain an operating phone. Any changes in phone numbers must be reported to the Police Chief's office within five (5) calendar days.
  - b. Any changes in address must be reported within five (5) calendar days of event.

## **ARTICLE 35 MAINTENANCE OF STANDARDS**

All economic benefits and working conditions enjoyed by the members of the bargaining unit as of the effective date of this Agreement shall remain unchanged for the duration of this Agreement, unless inconsistent with this Agreement or is mutually agreed to by both the Association and the City.

## **ARTICLE 36 SCOPE OF AGREEMENT**

The parties agree that each has had the full and unrestricted right and opportunity to make, advance and discuss all matters properly within the province of collective bargaining. The above and foregoing Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as herein contained. For the term of this Agreement, each party waives the right to demand or petition for changes in the Agreement or to bargain over any subject during the term of this Agreement, even though the subject may not have been within the knowledge or contemplation of either party.

## **ARTICLE 37 SAVINGS CLAUSE**

### **Section 1 General Savings Provision**

Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provision of the Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement or revision herein shall become inoperative or fail by reasons of the invalidity of any other portion or provision.

### **Section 2 Pre-emption of Local Government Code and Other Provisions**

The provisions of this Agreement shall supersede the provisions of any statute, executive order, local ordinance, or rule which are in conflict herewith, including for example and not by way of limitation, the contrary provisions of Chapter 143, the City Charter of the City of Kingsville, ordinances of the city of Kingsville; and Rules and Regulations of the Firefighters and Police Officers Civil Service Commission for the City of Kingsville.

**ARTICLE 38                      DURATION**

This Agreement shall be effective from the 1<sup>st</sup> day of October ~~2025~~ 2026 and shall remain in full force and effect through the 30th day of September ~~2026-2027~~ or until such time as it is superseded by a new contract between the parties, whichever occurs later, provided however that in no event shall this Agreement continue in effect after September 30, ~~2027~~ 2028.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed on this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
City of Kingsville

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Kingsville Law Enforcement Association

## APPENDIX A - WAGE SCHEDULE

			FY 2025-2026 2%	FY 2026-2027
PD2	Step A	0-24 months 1 to 2 years	24.41	25.51
PD2	Step B	<del>25-36 months</del> 2 years	26.35	27.54
PD2	Step C	<del>37-59 months</del> 3 years	27.33	28.56
PD2	Step D	<del>60-84 months</del> 4 to 7 years	27.97	29.23
PD2	Step E	<del>85-120 months</del> 7 to 10 years	28.55	29.83
PD2	Step F	<del>121-180 months</del> 10 to 15 years	29.59	30.92
PD2	Step G	<del>181+ months</del> 15+ years	30.57	31.95
PD3	Lieutenant		33.50	34.51
PD4	Captain		36.42	37.51
PD5	Commander		41.62	42.87

## APPENDIX B - PROMOTIONAL EXAM SCORING PROCESS

RANK	WEIGHT OF WRITTEN TEST SCORE	WEIGHT OF IRB SCORE
Lieutenant	70%	30%
Captain	40%	60%
Commander	30%	70%

**Examples:**

1. Subject is testing for Lieutenant. Written test is 81%. IRB score 77 points (10+18+13+19+17). Additional points for longevity, education, etc. total 13 (nine years of service in current position [9 pts] and Bachelor's Degree [4 pts]).

Score computed as follows:

Test	81 X 70% =	56.70
IRB	77 X 30% =	23.10
Additional Points		13.00

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Total Points 92.80

2. Subject is testing for Commander. Written test is 96%. IRB score is 55 points (5+12+6+14+18). Additional points for longevity, education, etc. total 12 (ten years of service in current position [10 pts], Bachelor's Degree [4 pts] and a reprimand in the past years [-2 pts]).

Score computed as follows:

Test	96 X 30%=	28.80
IRB	55 X 70%=	38.50
Additional Points		12.00

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Total Points 79.30

# **AGENDA ITEM #7**

**City of Kingsville  
Department Name**

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TO: Mayor and City Commissioners

CC: Charlie Sosa, City Manager

FROM: Juan J. Adame, Fire Chief

DATE: June 15, 2026

SUBJECT: Staffing For Adequate Fire and Emergency Response (SAFER)

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**Summary:**

The Kingsville Fire Department is requesting approval to apply for the FY 2025 Staffing For Adequate Fire and Emergency Response (SAFER) grant. The grant program provides funding directly to fire departments to help communities meet industry minimum standards. If awarded, we would be adding thirteen firefighters. The grant would partially cover the salaries and benefits for thirteen firefighters for three years.

The total grant request is for \$3,721,536.78. At the end of the three years the city will be responsible for the employee cost.

**Background:**

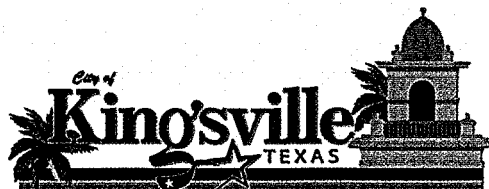
The Staffing for Adequate Fire and Emergency Response Grants (SAFER) was created to provide funding directly to fire departments to increase or maintain the number of trained, "front line" firefighters available in their communities. The grant also gives departments 180 days to hire the additional personnel funded through the grant.

**Financial Impact:**

The SAFER grant requires the city to provide a 25% cost share at \$310,128.07 for the first year, a 25% cost share at \$310,128.07 the second year, and a 65% cost share at \$806,332.97 for the third year. The remaining \$2,294,947.67 would be provided through federal resources. The SAFER is a reimbursement type grant. We are requesting a total of \$3,721,536.78 in costs for hiring firefighters.

**Recommendation:**

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



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

**A RESOLUTION AUTHORIZING THE CITY TO SUBMIT AN APPLICATION TO THE U.S. DEPARTMENT OF HOMELAND SECURITY'S FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE PURPOSE OF REQUESTING GRANT FUNDING ON BEHALF OF THE CITY FOR THE 2025 STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT PROGRAM FOR ADDITIONAL FIREFIGHTERS FOR THE KINGSVILLE FIRE DEPARTMENT WITH AN ANTICIPATED CASH MATCH; AUTHORIZING THE FIRE CHIEF TO ACT ON THE CITY'S BEHALF WITH SUCH PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission of the City of Kingsville finds it in the best interest of the citizens of Kingsville, that the Kingsville Fire Department participate in an application to apply for federal grant monies for the 2025 SAFER Grant Program for firefighter personnel; and

**WHEREAS**, the SAFER Grant will provide *reimbursement* funding for approved firefighter salaries and benefits for 3 years (36 months) for newly-hired, full-time firefighter positions on a sliding scale for each of the three years of the grant; and

**WHEREAS**, the SAFER Grant requires a 25% cash match in the first two years of the grant and a 65% cash match in the third year of the grant, after which the City pays the full salaries and benefits of the personnel; and

**WHEREAS**, the amount being requested on the City of Kingsville's behalf for hiring firefighter personnel is to pay for thirteen entry-level firefighter positions' salary and benefits for three years, with total three year estimate requesting \$3,721,536.78; and

**WHEREAS**, the City Commission of the City of Kingsville through this resolution has authorized the Fire Chief to submit the grant; and

**WHEREAS**, the City will not accept money or participate in the SAFER Grant if adequate funding for the required cash match, if any, is not secured by the time necessary to accept the grant; and

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

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

I.

**THAT** the City Commission approves the submission of the grant application for the 2025 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program for firefighter personnel to the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) on the City's behalf with an anticipated cash each year over the three years of the grant program, which is a 25% cash match in the first two years of the grant and a 65% cash match in the third year of the grant, after which the City pays the full salaries and benefits of the personnel, and that the Fire Chief will administer the program and execute and submit all certifications, reports, or contracts necessary for the administration and expenditure of such program.

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 13th day of July, 2026.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# **AGENDA ITEM #8**

**City of Kingsville  
Department Name**

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TO: Mayor and City Commissioners

CC: Charlie Sosa, City Manager

FROM: Juan J. Adame, Fire Chief

DATE: June 22, 2026

SUBJECT: New Ambulances, Assistance to Firefighter's Grant #EMW-2025-FG-04372

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**Summary:**

The Kingsville Fire Department is requesting approval to apply for the FY 2025 New Ambulances, Assistance to Firefighter's Grant #EMW-2025-FG-04372. The grant program provides funding directly to fire departments to assist with ambulance needs.

**Background:**

The New Ambulances, Assistance to Firefighter's Grant was created to provide funding directly to fire departments to purchase and replacement of ambulances.

**Financial Impact:**

The grant requires the city to provide a 10% share at \$68,563.64. The remaining \$658,636.36 would be provided through federal resources. The New Ambulances, Assistance to Firefighter's Grant is a reimbursement type grant. We are requesting a total of \$754,200.00.

**Recommendation:**

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



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

**A RESOLUTION AUTHORIZING THE CITY TO SUBMIT AN APPLICATION TO THE FEMA ASSISTANCE TO FIREFIGHTERS GRANT REQUESTING GRANT FUNDING FOR TWO AMBULANCES ON BEHALF OF THE KINGSVILLE FIRE DEPARTMENT WITH AN ANTICIPATED CASH MATCH; AUTHORIZING THE FIRE CHIEF TO ACT ON THE CITY'S BEHALF WITH SUCH GRANT PROGRAM.**

**WHEREAS**, the City Commission of the City of Kingsville finds it in the best interest of the citizens of Kingsville that the Kingsville Fire Department participate in an application for grant monies from the FEMA Assistance to Firefighters Grant for two new ambulances (estimated to cost approximately \$754,200.00); and

**WHEREAS**, the City's Fire Department has need for two new ambulances due to the high call volume for EMS runs and an aging ambulance fleet; and

**WHEREAS**, the FEMA Assistance to Firefighters Grant is a *reimbursement* grant that has a 10% cash match and the City's anticipated portion of the cash match if all items are awarded is estimated to be \$68,563.64, which is proposed to come from the City's FY25-26 General Fund budget (likely from the budget amendment reserve line item or the unappropriated GF fund balance) if approved; and

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

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

I.

**THAT** the City Commission approves the submission of a grant application to the FEMA Assistance to Firefighters Grant for two new ambulances on behalf of the City of Kingsville Fire Department, with a total anticipated cash match of \$68,563.64 from the City if the item is awarded.

II.

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

III.

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

**PASSED AND APPROVED** by a majority vote of the City Commission the 13th day of July, 2026.

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

**ATTEST:**

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

**APPROVED AS TO FORM**

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

# **AGENDA ITEM #9**

**City of Kingsville  
Police Department**

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TO: Mayor and City Commissioners  
CC: Charlie Sosa, City Manager  
FROM: John Blair, Chief of Police  
DATE: June 30, 2026  
SUBJECT: 2026 1PointFive First Responder Donation Program

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**Summary:**

The Police Department respectfully requests that the City Commission approve a Resolution authorizing the Police Department to apply to the 1PointFive First Responder Donations Program for the purchase of five (5) Harris XL-200 portable radios.

**Background:**

The 1PointFive First Responder Donations Program provides funding to support public safety agencies by purchasing essential emergency response equipment.

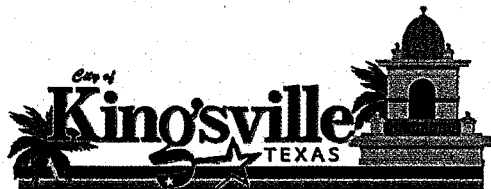
The Kingsville Police Department is requesting funding to purchase five (5) Harris XL-200 portable radios. These mission-critical radios provide reliable communications and interoperability with local, regional, state, and federal public safety partners during routine operations, critical incidents, and mutual aid responses. Replacing aging portable radios will enhance officer safety, improve operational readiness, and ensure dependable communications during emergency operations.

**Financial Impact:**

The total project cost is \$38,854.00 for five (5) Harris XL-200 portable radios (\$7,770.80 each). There is no required local matching contribution to apply for or receive funding through the 1PointFive First Responder Donations Program.

**Recommendation:**

Staff respectfully recommend approval of a Resolution authorizing the Police Department to apply to the 1PointFive First Responder Donations Program for funding to purchase five (5) Harris XL-200 portable radios.



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

**A RESOLUTION AUTHORIZING THE CITY TO SUBMIT AN APPLICATION TO THE 1POINTFIVE FIRST RESPONDER DONATION PROGRAM FOR GRANT FUNDS FOR FIRST RESPONDER EQUIPMENT FOR THE KINGSVILLE POLICE DEPARTMENT; AUTHORIZING THE POLICE CHIEF TO ACT ON THE CITY'S BEHALF WITH SUCH GRANT PROGRAM.**

**WHEREAS**, the City Commission of the City of Kingsville finds it in the best interest of the citizens of Kingsville that the Kingsville Police Department participate in an application for grant monies for the purchase or repair of emergency response equipment, replacement of outdated or damaged rescue and safety gear, and first responder safety training programs to be used by the department's members; and

**WHEREAS**, the officers have the need for various equipment to improve emergency response for public safety and this grant, if awarded, would help to ensure they are able to meet the needs presented from various service calls; and

**WHEREAS**, the Kingsville Police Department provides emergency response services to individuals within the city limits of Kingsville, as well as to other entities and surrounding areas by participating in various Interlocal Agreements and Memorandums of Understanding; and

**WHEREAS**, the requested emergency response equipment (five portable radios) would assist with the diverse types of scenarios that can be encountered by the department; and

**WHEREAS**, the 1PointFive First Responder Donation Program does not require a cash match and may award part, none, or all of the funds requested, though any monetary award would require a budget amendment; and

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

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

I.

**THAT** the City Commission approves the submission of a grant application to the 1PointFive First Responder Donation Program for emergency response equipment (portable radios) for the Kingsville Police Department, with no anticipated cash match and authorizes the Police Chief to submit the grant and to accept and administer the grant and necessary paperwork if the grant is awarded to the City.

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 13<sup>th</sup> day of July, 2026.

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

**ATTEST:**

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

**APPROVED AS TO FORM**

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

# **AGENDA ITEM #10**

**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: 30 June 2026

SUBJECT: Request for Resolution for re-execution of MOU and Working Protocol Agreement between the Kingsville Police Department and Children's Advocacy Center of Coastal Bend

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**Summary:**

The Police Department respectfully requests the City Commission to consider a resolution allowing for the Kingsville Police Department to enter into an MOU and Working Protocol Agreements with the Children's Advocacy Center of the Coastal Bend.

**Background:**

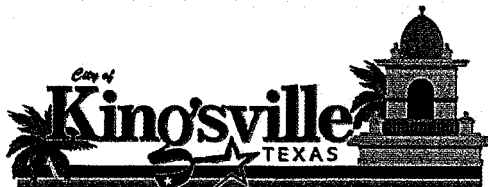
This collaborative effort will aid in minimizing the re-victimization of children, disabled adults, and proactive family members as they navigate the investigation, assessment, intervention and prosecution process and to maintain a cooperative, team approach to facilitate successful outcomes in both the criminal and child protection systems through shared fact finding and strong, collaborative case development.

**Financial Impact:**

No cost is associated with the "MOU's" or the "Working Agreements. "

**Recommendation:**

We request a resolution to enter into the MOU's and Working Agreements for the continued cooperation of KPD and CACCB.



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

**A RESOLUTION AUTHORIZING THE POLICE CHIEF TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CHILDREN'S ADVOCACY CENTER OF THE COASTAL BEND AND THE KINGSVILLE POLICE DEPARTMENT RELATING TO PROTOCOLS FOR REPORTS OF ABUSE AND NEGLECT OF CHILDREN; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville Police Department investigates cases of child abuse and neglect which results in a need to work closely with the Children's Advocacy Center of the Coastal Bend (CACCB);

**WHEREAS**, the CACCB assists agencies in a ten-county area that includes Kleberg County in an effort to work collaboratively with agencies in its area to minimize the re-victimization of children and protective family members as they go through the investigation, assessment, intervention, and prosecution process and to ensure successful outcomes;

**WHEREAS**, cooperating agencies like the Kingsville Police Department are asked to execute a Memorandum of Understanding with CACCB and Partner Agency Working Protocol Agreements;

**WHEREAS**, the City previously approved the Police Chief to execute similar agreements on January 13, 2014 via Resolution #2014-05; on December 12, 2022 via Resolution #2022- 66; and on April 8, 2024 via Resolution #2024-37;

**WHEREAS**, due to a change in authorized partner agency signatories (there is a new Chief of Police), both agreements need to be re-executed;

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

I.

**THAT** the Kingsville Chief of Police is authorized and directed as an act of the City of Kingsville, Texas to enter into a Memorandum of Understanding Between the Children's Advocacy Center of the Coastal Bend and the Kingsville Police Department relating to protocols for reports of abuse and neglect of children in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

**PASSED AND APPROVED** by a majority vote of the City Commission on the 13th day of July, 2026.

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Sam R. Fugate, Mayor

**ATTEST:**

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Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

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Courtney Alvarez, City Attorney

# Children's Advocacy Center of the Coastal Bend

## Memorandum of Understanding (MOU)

We, the undersigned agencies, by and through our supervisory heads and through our designated representatives, do hereby agree to support the concept and the philosophy of the Children's Advocacy Center of the Coastal Bend and to active involvement in the implementation of its coordinated, multidisciplinary response to the investigation, intervention, and prosecution of child abuse, neglect, or exploitation cases as well as cases where an adult had been diagnosed with an intellectual disability.

We recognize that this collaborative approach, core to the children's advocacy center model, has a well-documented record of improving outcomes for (1) child abuse cases in both the criminal and child protection systems; and (2) the lives of children and families impacted by abuse. Therefore, the undersigned agencies hereby agree to work collaboratively:

- To minimize the re-victimization of children, disabled adults, and protective family members as they go through the investigation, assessment, intervention, and prosecution process; and
- To maintain a cooperative, team approach to facilitate successful outcomes in both the criminal and child protection systems through shared fact finding and strong, collaborative case development.

It is expressly understood that each agency will work within its own, unique department mandates and policies. Nothing contained in the investigative protocol supersedes the statutes, rules and regulations, or policies of each individual agency.


The MOU must be reviewed, revised as needed, and re-executed, at a minimum, every three years, upon significant changes to the document, or upon a change of authorized partner agency signatories.

All State and Federal confidentiality laws will be followed in connection with this agreement.

This agreement can be terminated by any party without cause by giving written notice to the other parties.

We, the undersigned, have reviewed and hereby accept and endorse the Children's Advocacy Center of the Coastal Bend's MOU.

\_\_\_\_\_  
John Blair  
Chief of Police  
Kingsville Police Department  
Date

  
Veronica Olivarez  
Interim Executive Director  
Children's Advocacy Center of the Coastal Bend  
5/1/20  
Date

## Partner Agency Working Protocol

I, the undersigned, hereby acknowledge that I have read and reviewed the Partner Agency Working Protocols. As a member of the Children's Advocacy Center of the Coastal Bend (CACCB) Multidisciplinary Team and a partner agency represented on the CACCB Interagency Agreement, I hereby commit, on behalf of my respective agency, to ensure these policies and procedures are followed in all child abuse investigative and prosecutorial efforts, striving to provide coordinated, joint investigations that will minimize re-victimization of child and disabled adult victims and their supportive family members and facilitate prosecution of perpetrators through objective fact finding and strong case development.

It is expressly understood that each agency will work within its own, unique department mandates and policies. Nothing contained in the investigative protocol supersedes the statutes, rules and regulations, or policies of each individual agency.

The Working Protocols must be reviewed, revised as needed, and re-executed, at a minimum, every three years, upon significant changes to the document, or upon a change of authorized partner agency signatories.

All State and Federal confidentiality laws will be followed in connection with this agreement.

This agreement can be terminated by any party without cause by giving written notice to the other parties.

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John Blair \_\_\_\_\_ Date  
Chief of Police  
Kingsville Police Department

# **AGENDA ITEM #11**

**City of Kingsville  
Police Department**

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TO: Mayor and City Commissioners

CC: Charlie Sosa, City Manager

FROM: John Blair, Chief of Police

DATE: 6/29/2026

SUBJECT: Request for Resolution for the execution of an MOU between the U.S. Marshals Service and the Kingsville Police Department.

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**Summary:**

The Police Department respectfully requests City Commission approval authorizing the Chief of Police to execute a Memorandum of Understanding between the Kingsville Police Department and the United States Marshals Service (USMS) for participation in the South Texas Violent Offender Task Force (TX-S VOTF).

**Background:**

The United States Marshals Service coordinates Regional Fugitive Task Forces through partnerships with federal, state, tribal, and local law enforcement agencies to locate and apprehend violent fugitives. Participation in the South Texas Violent Offender Task Force enhances regional collaboration, improves officer safety through access to federal resources and intelligence, and strengthens the Kingsville Police Department's ability to investigate and apprehend violent offenders. The agreement also provides opportunities for reimbursement of eligible operational expenses, subject to the availability of federal funding.

**Financial Impact:**

There is no direct fiscal impact associated with this Memorandum of Understanding. The agreement requires no local cash match or additional City funding. Eligible operational expenses may be reimbursed by the United States Marshals Service, subject to the availability of federal funding.

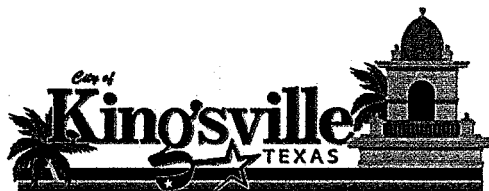
**Recommendation:**

Staff recommends approval of the Memorandum of Understanding between the Kingsville Police Department and the United States Marshals Service for



**City of Kingsville  
Police Department**

participation in the South Texas Violent Offender Task Force and authorizing the Chief of Police to execute the Memorandum of Understanding and any associated administrative documents necessary to implement the agreement.



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

**A RESOLUTION AUTHORIZING THE POLICE CHIEF TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE KINGSVILLE POLICE DEPARTMENT AND U.S. MARSHAL SERVICE FOR FUGITIVE TASK FORCE; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville Police Department was approached by the U.S. Marshal Service for participation in the South Texas Violent Offender Task Force about a collaborative partnership to locate and apprehend violent fugitives through joint law enforcement;

**WHEREAS**, the two parties have a long-standing working relationship and desire to formalize this partnership through an MOU outlining the roles, responsibilities, and operational protocols for a joint law enforcement Fugitive Task Force;

**WHEREAS**, the City has received a Memorandum of Understanding (MOU) between the Kingsville Police Department and U.S. Marshal Service regarding participation in the South Texas Violent Offender Task Force;

**WHEREAS**, there is no fiscal impact to the City by entering this MOU;

**WHEREAS**, the City of Kingsville Police Department is agreeable to participate in the agreement under the terms stated in the attached MOU.

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

I.

**THAT** the Police Chief is authorized and directed as an act of the City of Kingsville, Texas to enter into a Memorandum of Understanding for Fugitive Task Force between the Kingsville Police Department and U.S. Marshal Service regarding participation in the South Texas Violent Offender Task Force, in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

**PASSED AND APPROVED** by a majority vote of the City Commission on the  
13th day of July, 2026.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**United States Marshals Service**

**Fugitive Task Force**

**Memorandum of Understanding**

**For Non-Federal Agencies**

Rev. 03/2026

**PARTIES AND AUTHORITY:**

This Memorandum of Understanding (MOU) is entered into by the

**Kingsville Police Department**

and the United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1)(B). As set forth in the Presidential Threat Protection Act of 2000, codified at 34 U.S.C. 41503, and directed by the Attorney General, the USMS has been granted authority to direct and coordinate permanent Regional Fugitive Task Forces consisting of federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives. The authority of the USMS to investigate fugitive matters as directed by the Attorney General is set forth in 28 USC § 566. The Director's authority to direct and supervise all activities of the USMS is set forth in 28 USC § 561(g) and 28 CFR 0.111. The authority of United States Marshals and Deputy U.S. Marshals, "in executing the laws of the United States within a State . . . [to] exercise the same powers which a sheriff of the State may exercise in executing the laws thereof" is set forth in 28 USC § 564. Additional authority is derived from 18 USC § 3053 and Office of Investigative Agency Policies Resolutions 2 & 15. *See also* Memorandum for Howard M. Shapiro, General Counsel, Federal Bureau of Investigation concerning the "Authority to Pursue Non-Federal Fugitives," issued by the U.S. Department of Justice (DOJ), Office of Legal Counsel, dated February 21, 1995; Memorandum concerning the "Authority to Pursue Non-Federal Fugitives," issued by the USMS Office of General Counsel, dated May, 1, 1995; 42 U.S.C. § 16941(a) ("The Attorney General shall use the resources of Federal law enforcement, including the United States Marshals Service, to assist jurisdictions in locating and apprehending sex offenders who violate sex offender registration requirements."), and 28 U.S.C. § 566(c) and (e)(1)(D) (USMS authorized to "assist State, local, and other Federal law enforcement agencies... in locating and recovering missing children" [566(e)(1)(A)]... and to... "command all necessary assistance to execute its duties" [566(c)]). Additional authority is derived from the Attorney General's Memorandum, Implementation of National Anti-Violent Crime Initiative (March 1, 1994); Attorney General's Memorandum, Policy on Fugitive Apprehension in FBI and DEA Cases (dated August 11, 1988); Memorandum of Understanding between the Drug Enforcement Administration and the United States Marshals Service (dated September 28, 2018, or as hereafter amended); and Federal Rules of Criminal Procedure 41 - Search and Seizure.

**MISSION:** The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active warrants for their arrest. The intent of the joint effort is to investigate and apprehend federal, local, state, tribal, and territorial fugitives, thereby improving public safety and reducing violent crime. Each participating agency agrees to refer cases for which they hold the primary warrant for the subject to the RFTF (Regional Fugitive Task Force) or VOTF (Violent Offender Task Force) for adoption and investigation. Cases will be adopted by the RFTF/VOTF at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. Upon receipt of a written request, the RFTF/VOTF may also adopt felony violent crime arrest warrants from non-participating law enforcement agencies in investigating, locating, and arresting their fugitives. Task force personnel will be assigned federal and adopted fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. All members of the RFTF/VOTF, including Task Force Officers (TFO), when operating on task force missions are prohibited from seeking "no knock" warrants or making "no knock" entries unless done in compliance with USMS policy and the DOJ Deputy Attorney General memorandum, dated September 13, 2021, restricting "no knock" entries to specific scenarios. Participating agencies retain responsibility for the cases they refer to the RFTF/VOTF. Federal fugitive cases referred to the task force for

investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State, local, tribal, or territorial fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned agency. Specially deputized task force officers are authorized to assist with USMS missing child recovery investigations undertaken by the USMS pursuant to the applicable USMS Policy Directive and Standard Operating Procedure.

**SUPERVISION:** The RFTF/VOTF may consist of law enforcement and administrative personnel from federal, state, local, tribal, and territorial law enforcement agencies. Agency personnel must be approved by the RFTF/VOTF Chief Inspector/Chief Deputy prior to assignment to the RFTF/VOTF. Agency personnel may be removed at any time at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy. Direction and coordination of the RFTF/VOTF shall be the responsibility of the RFTF/VOTF Chief Inspector/Chief Deputy. Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel. A Task Force Advisory Committee, consisting of representatives of participating agencies and USMS RFTF/VOTF personnel, may be established at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy and will meet and confer as necessary to review and address issues concerning operational matters within the RFTF/VOTF.

**PERSONNEL:** In accordance with Homeland Security Presidential Directive 12, personnel assigned to the task force are required to undergo background investigations to be provided unescorted access to USMS offices, records, and computer systems. The USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals.

**REIMBURSEMENT:** If the Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state, local, tribal, or territorial investigators who provide full time support to USMS RFTF/VOTF joint law enforcement task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state, local, tribal, or territorial investigators in direct support of state, local, tribal or territorial investigators, the USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided. Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent 25% of a GS-1811-12 Step 1, of the general pay scale for the Rest of United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the RFTF/VOTF during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost. The request for reimbursement must be submitted to the RFTF/VOTF Chief Inspector/Chief Deputy, who will review the request for reimbursement, stamp and sign indication that services were received and that the request for reimbursement is approved for payment. Supporting documentation must accompany requests for reimbursement for equipment, supplies, training, fuel, and vehicle leases.

Reimbursement for other types of qualified expenses (i.e., investigative or travel) shall be contingent upon availability of funds and the submission of a proper request for reimbursement. Task force personnel may incur investigative expenses or may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force operations. State, local, tribal, or territorial task force officers traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their authorized travel expenses in accordance with applicable USMS policy, federal laws, rules, and regulations. The request for reimbursement must be submitted to the RFTF/VOTF Chief Inspector/Chief Deputy, or IOD program Chief (i.e., SOIB or OCAG), and must include appropriate supporting documentation.

**VEHICLES:** Pending the availability of asset forfeiture funding, the USMS may acquire vehicles to be utilized by state, local, tribal, or territorial investigators assigned to the RFTF/VOTF. Vehicles provided by the USMS remain in the control of the USMS and must be used solely in support of RFTF/VOTF operations. The vehicles must be available for exclusive use of the TFOs assigned to the RFTF/VOTF by the undersigned participant agency for the duration of the agency's participation on the task force. If the agency is no longer a participating member of the RFTF/VOTF, any USMS vehicle provided to the agency for use by TFO(s) must be returned to

the USMS. Operators of USMS-provided vehicles must adhere to USMS policy regarding the use of government owned vehicles. Any violation of the USMS vehicle policy may result in the vehicle being repossessed by the USMS and the operator and/or agency forfeiting the opportunity to utilize a USMS-provided vehicle in the future. Vehicles provided to state, local, tribal, or territorial investigators may be subject to additional regulations or restrictions pursuant to USMS lease agreements. Replacement or removal of any vehicle provided by the USMS will be at the discretion of the USMS and/or subject to lease agreement terms. DUSMs and SDUSM task force officers involved in USMS missing child recovery investigations may only transport recovered missing children in USMS GOVs consistent with applicable USMS Policy Directives, SOPs, and current official guidance.

**EQUIPMENT:** Pending the availability of Asset Forfeiture funding, the USMS may purchase equipment for state, local, tribal, or territorial investigators assigned to the RFTF/VOTF. Equipment purchased by the USMS using Asset Forfeiture funding must be used solely in support of RFTF/VOTF operations. The equipment must be available for exclusive use of the TFOs assigned to the RFTF/VOTF by the undersigned participant agency for the duration of the agency's participation on the task force. If the agency is no longer a participating member of the RFTF/VOTF, any equipment purchased with Asset Forfeiture funding and provided to TFOs from the agency may be retained by the agency. Equipment provided by the USMS that is not purchased using Asset Forfeiture funding remains the property of the USMS and will be issued to state, local, tribal, or territorial investigators for exclusive use in support of the RFTF/VOTF. If the investigator or agency is no longer a participating member of the RFTF/VOTF, any equipment issued that was not purchased with Asset Forfeiture funding will be returned to the USMS.

**BODY-WORN CAMERAS AND TASK FORCE OFFICERS:** As per USMS Policy, Body Worn Cameras (BWC) may be worn by TFOs operating on a USMS Task Force when their parent agency mandates their use by personnel assigned to the task force. A partner agency must formally request to participate in the TFO BWC program and, upon approval, comply with all USMS policies, procedures, documentation, and reporting during their participation. The USMS will inform all partner agencies of which other partner agencies, if any, have been authorized to have their TFOs wear BWCs on the Task Force. Accordingly, all partner agencies should be aware that TFOs may be participating in the TFO BWC program and may be operating with BWCs on USMS task force operations in their agency's jurisdiction. TFOs whose parent agency is not approved for participation in the TFO BWC program are not allowed to deploy with BWCs on USMS missions. As of September 2021, DOJ law enforcement components are implementing BWC into their agency missions. Accordingly, all partner agencies should be aware that USMS and other DOJ law enforcement personnel may be operating with BWCs on USMS task force operations.

**RECORDS, REPORTS, EVIDENCE, AND TESTIMONY:** After the RFTF/VOTF has adopted a warrant, all investigative reports, evidence, and other materials generated, seized or collected by the RFTF/VOTF, relating to the fugitive investigation, shall be material within the custody and control of the RFTF/VOTF. Physical evidence, such as drugs, firearms, counterfeit credit cards, and related items may be released to the appropriate prosecuting agency. Records and information obtained during the RFTF/VOTF fugitive investigation are ordinarily not evidence and may not be released unless authorized by the Office of General Counsel (OGC). A participating agency may retain copies of RFTF/VOTF investigative reports, and other documents or materials, but they may be released only upon approval of the USMS (OGC), in consultation with the local U.S. Attorney's Office, if and as applicable. If an applicable state law mandates the release of records or reports pertaining to RFTF/VOTF activities, those documents may only be released after coordination with USMS OGC.

RFTF/VOTF records and documents will be maintained in USMS electronic records and/or paper case files. All investigative reporting will be prepared in compliance with existing USMS policy and procedures utilizing USMS case management systems. Every effort should be made to document investigative activities on USMS forms, such as USM-11s and USM- 210s. Reports should never contain information related to sensitive USMS programs that are deemed privileged and not subject to reporting. Task force statistics will be maintained in the USMS case management systems. Statistics will be made available to any participating agency upon request.

In accordance with Department of Justice guidance, all firearms and fired cartridge casings seized as part of a

Department-funded criminal investigation shall be promptly entered into the ATF's National Integrated Ballistic Information Network (NIBIN). If a partner agency seizes the firearm or fired cartridge casings, they shall process the seized items per their NIBIN agreement with the ATF. Partner agencies that do not have a NIBIN agreement with the ATF should request assistance from the ATF to accomplish NIBIN processing at an ATF Field Division or NIBIN lab site.

To the greatest extent possible, all communications regarding USMS task force operations should be conducted on USMS email accounts and USMS cellular devices (if issued to the TFO). If required as per policy, a TFO may complete parent agency investigatory forms pertaining to task force operations. However, copies of such investigatory forms will be provided to the task force's USMS supervisory personnel for inclusion in the relevant USMS case file. The USMS has an interest in reports documenting task force related investigations or activities prepared by a TFO on their parent agency form, and any task force related email or text exchanges done on a parent agency issued account or device. Accordingly, if a state open records request for task force records held on parent agency electronic systems or devices or in paper files is received by a TFO, and an applicable state records law mandates the disclosure of task force records, the parent agency agrees to notify USMS of the request and coordinate with the USMS prior to any proposed disclosure.

Information that identifies, or tends to identify, a USMS confidential source, a USMS sensitive program, or the use of sensitive equipment/techniques will not be recorded on parent agency forms or parent agency issued devices and will not be released outside of the USMS unless approved by the Office of General Counsel (OGC). Absent exceptions noted below for discovery related purposes, information related to RFTF/VOTF activities will not be disseminated at any time to any third party (including a non-task force law enforcement officer or other law enforcement agency) by any task force member without notification to the RFTF/VOTF Chief Inspector/Chief Deputy or his/her designee, in consultation with USMS OGC where appropriate. This guidance applies to requests to share reports, memoranda, or other records (both formal and informal) compiled during the course of RFTF/VOTF operations. Nothing in this paragraph supersedes requirements pursuant to federal discovery obligations and/or the DOJ Touhy regulations, 28 C.F.R. § 16.21, et seq.

All requests for task force-related information, testimony (including any preparation in support) and documents (whether maintained in USMS systems and/or parent agency systems) in connection with state or federal litigation require compliance with the DOJ Touhy Regulations. Any disclosure of records pertaining to task force operations in state and federal litigation will only be done by or with the permission of the U.S. Attorney's Office (Civil Division) and the Office of General Counsel. The partner agency agrees TFOs receiving requests to testify in federal or state litigation regarding task force matters, or for the disclosure of records pertaining to task force matters in federal or state court, will notify the Office of General Counsel. The TFO will await authorization for such testimony or record disclosure prior to testifying, engaging in trial preparation with a prosecutor, and/or providing records, consistent with the DOJ Touhy regulations.

TFOs whose parent agency are properly onboarded to the USMS Body Worn Camera Program (BWCP) may wear parent agency issued BWC during certain USMS task force operations. TFOs are governed by the provisions set forth in the USMS TFO BWC Standard Operating Procedures and USMS Policy Directive 2.11, Body Worn Cameras. Any copy of TFO BWC recording shared with the USMS upon culmination of an enforcement action is deemed a federal record, subject to federal disclosure laws and DOJ policies. If a partner agency receives a request for TFO BWC footage pursuant to state records laws, that agency agrees to provide USMS with advance written notification of the request and proposed disclosure. Requests to the USMS for footage in connection with state or federal criminal prosecutions or civil litigation will be handled pursuant to the DOJ Touhy Regulations and/or applicable federal discovery rules and routed to the USMS Office of the General Counsel.

**CONFIDENTIAL SOURCES / CONFIDENTIAL INFORMANTS:** Pending the availability of funds, the USMS may provide funding for payment of Confidential Sources (CS) or Confidential Informants (CI). The use of CS/CIs, registration of CS/CIs and all payments to CS/CIs shall comply with USMS policy. USMS payment to an individual providing information or "tip" related to a USMS offered reward on an active fugitive case shall be accomplished by registering the individual or "tipster" through the established USMS CS payment process.

**USE OF FORCE:** All members of the RFTF/VOTF will comply with their agencies' guidelines concerning the use of firearms, deadly force, and less-than lethal devices, to include completing all necessary training and certification requirements. All members of the RFTF/VOTF when operating on task force missions will adhere to the DOJ Policy Statement on the Use of Force, dated May 20, 2022, and the DOJ Policy Statement on the Use of Less-Than-Lethal Devices, dated May 16, 2011, and their parent agencies will review the Policy Statement to assure that they approve. Additionally, all members of the RFTF/VOTF when operating on task force missions will adhere to the DOJ Deputy Attorney General memorandum, dated September 13, 2021, prohibiting the use of chokeholds or carotid restraint techniques unless deadly force is authorized. Copies of all applicable firearms, deadly force, and less-than-lethal policies shall be provided to the RFTF/VOTF Chief Inspector/Chief Deputy and each concerned TFO. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s). Additionally, in the event of a shooting, the required reporting for the FBI National Use of Force Data Collection (NUOFDC) should be accomplished by the involved task force personnel's employing agency when the TFO is inside their primary/physical jurisdiction and by the USMS when the TFO is outside their employing agency's primary/physical jurisdiction. If the employing agency wishes to submit such NUOFDC entries regardless of the physical location of the event, that is allowed under this MOU with prior written notice to the USMS.

**NO KNOCK ENTRIES:** It is the policy of both the Department of Justice (DOJ) and the USMS to limit the use of "no knock" entries into residences in connection with the execution of arrest and search warrants. This includes those warrants adopted by the USMS regardless of the issuing court or tribunal.

Aa per policy, "No knock" entries are limited to circumstances where there is an imminent threat of physical harm. This threshold is narrower than that permitted by law - for example, USMS personnel must "knock and announce" even when they have reason to believe that doing so could result in the destruction of evidence.

In the absence of a judicially-authorized "no knock" warrant, task force personnel operating on a task force mission may conduct a "no knock" entry only when there arises at the scene exigent circumstances such that knocking and announcing would create an imminent threat of physical violence which could result in serious injury or death to anyone present (i.e., law enforcement, the subject, the public, etc.).

**NEWS MEDIA:** Media inquiries will be referred to the RFTF/VOTF Chief Inspector/Chief Deputy. A press release may be issued, and press conference held, upon agreement and through coordination with participant agencies' representatives. All press releases will exclusively make reference to the task force and participant agencies.

All media inquiries and press releases related to missing child investigations will be handled in accordance with the applicable USMS Standard Operating Procedure and should only be done in conjunction with the lead investigative agency as part of the overall coordinated effort to locate and recover the missing child.

**DISCLOSURE AND SHARING:** This MOU is an official United States Marshals Service controlled document. The partner agency is prohibited from disseminating, sharing, or modifying any portion of this document, including any posting on the internet, unless expressly authorized in writing by the United States Marshals Service.

**RELEASE OF LIABILITY:** The Parties acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the RFTF/VOTF.

Each participating agency shall immediately notify the USMS Office of General Counsel of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the RFTF/VOTF or otherwise relating to the RFTF/VOTF. Each participating agency acknowledges that financial and civil liability, if any and in accordance with applicable law, for the acts and omissions of each employee detailed to the RFTF/VOTF remains vested with his or her employing agency. If a civil claim or complaint is brought against a

state or local officer assigned to the RFTF/VOTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

For the limited purpose of defending against a civil claim arising from alleged negligent or wrongful conduct under common law under the FTCA, 28 U.S.C. § 1346(b) and §§ 26712680: an individual assigned to the RFTF/VOTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request to be certified by the U.S. Attorney General or his designee as having acted within the scope of federal employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). Upon such certification, the individual will be considered an “employee” of the United States government for the limited purpose of defending the civil claim under the FTCA, and the claim will proceed against the United States as sole defendant. 28 U.S.C. § 2679(d)(2). Once an individual is certified as an employee of the United States for purposes of the FTCA, the United States is substituted for the employee as the sole defendant with respect to any tort claims. Decisions regarding certification of employment under the FTCA are made on a case-by-case basis, and the USMS cannot guarantee such certification to any RFTF/VOTF personnel.

For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or *Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics*, 403 U.S. 388 (1971): an individual assigned to the RFTF/VOTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General through the USMS Office of General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The USMS cannot guarantee the United States will provide legal representation or indemnification to any RFTF/VOTF personnel.

Liability for any conduct by RFTF/VOTF personnel undertaken outside of the scope of their assigned duties and responsibilities under this MOU shall not be the responsibility of the USMS or the United States and shall be the sole responsibility of the respective employee and/or agency involved.

**EFFECTIVE DATE AND TERMINATION:** This MOU is in effect once signed by all parties. Participating agencies may withdraw their participation after providing 30 days advanced written notice to the RFTF/VOTF Chief Inspector/Chief Deputy.

**Task Force: TX-S VOTF**

**UNITED STATES MARSHAL:**

**Print Name:** T. Michael O'connor

**Signature:**

**Date:**

**RFTF COMMANDER (where applicable):**

**Print Name:** Wright, Robert J (USMS)

**Signature:**

**Date:**

**PARTNER AGENCY:**

**Name:** Kingsville Police Department

**Location (City, State):** Kingsville, TX

**PARTNER AGENCY REPRESENTATIVE:**

**Print Name and Title:** Chief John Blair

**Signature:**

**Date:**

**ASSISTANT DIRECTOR, INVESTIGATIVE OPERATIONS DIVISION:**

**Print Name:**

**Signature:**

**Date:**

# **AGENDA ITEM #12**

**City of Kingsville  
Engineering Dept.**

TO: Mayor and City Commissioners  
CC: Charlie Sosa, City Manager  
FROM: Charlie Cardenas, P.E., City Engineer  
DATE: June 23, 2026

SUBJECT: Consider Awarding Bid No. 26-04 for the General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Contract No. 22-085-009-D237 Project 7 – (BU 77, 6<sup>th</sup> Street Near Loop 428 to Escondido Creek Storm Water Improvements

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**Purpose:**

This item is for approval to award the eleventh GLO CDBG-MIT Hurricane Harvey State Mitigation Competition Round 1 grant. Project 7 – BU 77, 6<sup>th</sup> Street Near Loop 428 to Escondido Creek Storm Water Improvements is a critical component of the city's flood management infrastructure upgrades. This project includes which consists of installation reinforced concrete box culverts ,storm water inlets (some at new locations) with items associated with the installation (service connections, curb and gutter repairs, pavement repairs, traffic control, etc.) and related appurtenances to improve stormwater drainage and reduce future flood risks. The project will be completed within 120 consecutive calendar days after giving the Notice to Proceed.

**Summary**

This project was advertised in the local newspaper on May 11<sup>th</sup> and May 18<sup>th</sup> and on the city's website. Sealed bids for Bid No. 26-04 (Project 7) were received prior to the deadline of June 11, 2026, at 2:00pm and read out loud, eight bidders: (complete bids tabs included)

The total bids range from \$3,838,942.00 to \$6,878,152.06. After review, staff recommends awarding the project to the lowest bidder, JE Construction, LLC , for the total bid amount of \$3,83,942.00. Also, the bid is 48.6% below the engineer's estimate which is considered reasonable.

**Background:**

The General Land Office (GLO) awarded \$36,311,929.00 to the City of Kingsville for citywide drainage improvements on May 21, 2021. Texas Land Commissioner George P. Bush announced over \$46 million in flood mitigation projects to improve drainage infrastructure in Kleberg County and the City of Kingsville. These projects will benefit thousands of



**City of Kingsville  
Engineering Dept.**

residents in low-to-moderate income (LMI) areas that have experienced repeated storm damage, including during Hurricane Harvey in 2017.

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

**Financial Impact:**

Project 7 will be funded by the General Land Office Hurricane Harvey Mitigation Grant (Fund 122) in the amount of \$3,838,942.00.

**Recommendation:**

Staff recommends awarding CDBG-MIT GLO Contract No. 22-085-009-D237 – Project 7 (BU 77,6th Street Near Loop 428 to Escondido Creek Storm Water Improvements) to JE Construction LLC., for the total bid amount of \$3,838,942.00 contingent of a final GLO approval of a TxDot right of way permit pending.

**Attachments:**

- Bid Recommendation/Award Letter for Project 7
- Bid Tabulation for Project 7





June 18, 2026

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

**Re: CDBG-MIT GLO Contract No. 22-085-009-D237 Project 7, (City of Kingsville Bid No. 26-04) – ICE award recommendation**

Dear Mr. Cardenas,

This memorandum is in reference to ICE’s recommendation for award of the above-mentioned project which consists of the installation of reinforced concrete boxes and grate inlets along S. 6th ST., from HWY. 77 BUS to 200’ past Helen Marie Ln., with items associated with the installation (curb and gutter repairs, service connections, pavement repairs, traffic control, etc.).

The following is a Bid Summary for the above referenced project. Eight (8) general contractors submitted bids to the City of Kingsville on 06/11/2026. Their information is attached herewith. The bidders’ list with their total bid is given below:

**City of Kingsville – GLO D237 Project 7**

Rank	Company	Submitted Base Bid	Corrected Base Bid	Add Alt No. 1	Corrected Add Alt No. 1	Total
1	JE Construction Services LLC	\$2,838,058.00		\$1,000,884.00		\$3,838,942.00
2	Mor-Wil, LLC	\$3,011,436.38	\$3,011,435.38	\$1,035,856.48		\$4,047,291.86
3	REIM Construction, Inc.	\$3,880,819.70		\$1,051,585.40		\$4,932,405.10
4	D&J Utility Services, LLC	\$3,953,890.00		\$1,255,940.00		\$5,209,830.00
5	D&M Underground Corp.	\$4,003,837.00		\$1,766,882.00	\$1,263,082.00	\$5,266,919.00
6	CK Newberry, LLC	\$4,012,916.00		\$1,399,855.00		\$5,412,771.00
7	J Carroll Weaver, Inc.	\$3,805,037.00		\$1,685,401.00		\$5,490,438.00
8	R.S. Parker Construction LLC	\$5,019,811.46	\$5,019,791.46	\$1,858,358.60		\$6,878,150.06



JE Construction Services LLC submitted the lowest total bid of **\$3,838,942.00**. On 06/11/2026 JE Construction Services was notified of the low bid pending GLO and City of Kingsville approval. A notice to proceed will be delivered upon commencement of the preconstruction meeting.

The Engineer's estimate is \$7,467,508.00. The bid is 48.6% below the engineer's estimate which is considered very reasonable. Furthermore, no clerical errors were found in JE Construction Services LLC's packet.

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

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

Sincerely,

A handwritten signature in black ink that reads 'Julio A. Macias, P.E.'.

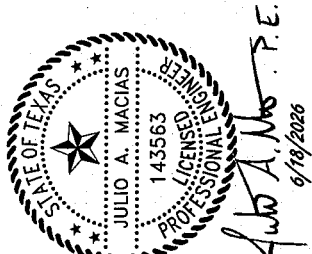
Julio A. Macias, P.E.  
Project Engineer

City of Kingsville GLO SW Project 7 (GLO Contract No. 22-085-009-D237) Bid Tabulation  
 Bid Opening Date and Location: June 11, 2026 - City Hall  
 400 W. King Ave., Kingsville, TX 78363

ITEM	DESCRIPTION	JE Construction Services LLC		Mer-Will LLC		REIM Construction, Inc.		DBA Utility Services LLC		CK Newberry, LLC		J Carroll Weaver, Inc.		DBAM Underground Corp.		R.S. Parker Construction LLC			
		UNIT	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT		
A1	CONCRETE CURB	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00		
A2	CONCRETE CURB	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00		
A3	CONCRETE CURB	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00		
A4	CONCRETE CURB	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00		
A5	CONCRETE CURB	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00		
A6	CONCRETE CURB	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00		
A7	CONCRETE CURB	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00		
A8	CONCRETE CURB	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00		
A9	CONCRETE CURB	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00		
A10	CONCRETE CURB	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00		
A11	CONCRETE CURB	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00		
A12	CONCRETE CURB	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00		
A13	CONCRETE CURB	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00		
A14	CONCRETE CURB	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00		
A15	CONCRETE CURB	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00		
A16	CONCRETE CURB	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00		
A17	CONCRETE CURB	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00		
A18	CONCRETE CURB	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00		
A19	CONCRETE CURB	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00		
A20	CONCRETE CURB	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00		
A21	CONCRETE CURB	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00		
A22	CONCRETE CURB	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00		
A23	CONCRETE CURB	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00		
A24	CONCRETE CURB	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00		
A25	CONCRETE CURB	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00		
A26	CONCRETE CURB	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00		
A27	CONCRETE CURB	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00		
A28	CONCRETE CURB	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00		
A29	CONCRETE CURB	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00		
A30	CONCRETE CURB	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00		
A31	CONCRETE CURB	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00		
A32	CONCRETE CURB	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00		
A33	CONCRETE CURB	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00		
A34	CONCRETE CURB	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00		
A35	CONCRETE CURB	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00		
TOTAL BASE BID			\$ 2,838,058.00		\$ 3,011,436.38		\$ 3,014,435.38		\$ 3,869,919.70		\$ 3,963,890.00		\$ 4,012,916.00		\$ 3,805,037.00		\$ 4,005,897.00		\$ 5,019,791.46

ITEM	DESCRIPTION	JE Construction Services LLC		Mer-Will LLC		REIM Construction, Inc.		DBA Utility Services LLC		CK Newberry, LLC		J Carroll Weaver, Inc.		DBAM Underground Corp.		R.S. Parker Construction LLC			
		UNIT	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT		
B1	REMOVE EXISTING DRIVEWAY ASPHALT	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00		
B2	REMOVE EXISTING DRIVEWAY ASPHALT	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00		
B3	REMOVE EXISTING DRIVEWAY ASPHALT	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00		
B4	REMOVE EXISTING DRIVEWAY ASPHALT	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00		
B5	REMOVE EXISTING DRIVEWAY ASPHALT	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00		
B6	REMOVE EXISTING DRIVEWAY ASPHALT	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00		
B7	REMOVE EXISTING DRIVEWAY ASPHALT	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00		
B8	REMOVE EXISTING DRIVEWAY ASPHALT	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00		
B9	REMOVE EXISTING DRIVEWAY ASPHALT	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00		
B10	REMOVE EXISTING DRIVEWAY ASPHALT	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00		
B11	REMOVE EXISTING DRIVEWAY ASPHALT	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00		
B12	REMOVE EXISTING DRIVEWAY ASPHALT	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00	1	1,000.00		
TOTAL ADDITIVE BID NO. 1			\$ 1,000,884.00		\$ 1,035,956.48		\$ 1,051,585.40		\$ 1,255,940.00		\$ 1,399,855.00		\$ 1,685,401.00		\$ 1,766,882.00		\$ 1,263,082.00		\$ 1,858,358.60

RECOMMENDED AWARD OPTIONS BY BANK:		1	2	3	4	5	6	7	8
OPTION	DESCRIPTION	JE Construction Services LLC	Mer-Will LLC	REIM Construction, Inc.	DBA Utility Services LLC	CK Newberry, LLC	J Carroll Weaver, Inc.	DBAM Underground Corp.	R.S. Parker Construction LLC
1	BASE BID + ADD BID NO. 1	\$ 3,838,942.00	\$ 4,047,391.86	\$ 4,932,405.10	\$ 5,209,830.00	\$ 5,412,771.00	\$ 5,490,438.00	\$ 5,266,919.00	\$ 6,878,150.06
2	BASE BID	\$ 2,838,058.00	\$ 3,011,435.38	\$ 3,869,919.70	\$ 3,953,890.00	\$ 4,012,916.00	\$ 3,805,037.00	\$ 4,005,897.00	\$ 5,019,791.46
Denotes error in bid packet.									



# **AGENDA ITEM #13**

**City of Kingsville  
Engineering Dept.**

TO: Mayor and City Commissioners

CC: Charlie Sosa, City Manager

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

DATE: July 13, 2026

SUBJECT: Consider approving a resolution authorizing the City Manager to execute the Grant Administrative Services contract with GrantWorks, Inc. for the City of Kingsville 2025-2026 Texas Community Development Grant Fund Program as administered by the Texas Department of Agriculture

**Purpose:**

This item is for approval to execute a grant administrative services contract to GrantWorks Inc. for grant pre-application and implementation services for the City of Kingsville 2025-2026 Texas Community Development Grant Fund Program as administered by the Texas Department of Agriculture.

**Summary:**

Grantworks, Inc. will agree to render grant administration services for the City of Kingsville Texas Community Development Block Grant (TxCDBG), Program Year 2025, O3J-Water Improvements, Grant Agreement Number CDV25-0415 as administered by the Texas Department of Agriculture in the amount of \$49,950.

**Background:**

The City of Kingsville awarded RFP #25-07 to GrantWorks Inc. for Administrative Services on November 11, 2024 for the 2025-2026 Texas Community Development Grant Fund as administered by the Texas Department of Agriculture.

The 2025-2026 Texas Community Development Grant Fund cycle offers a maximum award of \$750,000, with a required city match of 15% (\$112,500), which may include in-kind contributions like in-house engineering services. Historically, successful applications have prioritized water system improvements, benefiting low- to moderate-income residents and enhancing housing and living conditions.

The Community Development Block Grant (CDBG) Program supports economic growth and development in low- to moderate-income areas, a priority for the City of Kingsville. For the 2025-2026 funding cycle, the city may pursue projects like water and wastewater improvements, street and drainage enhancements, and housing activities. These projects



**City of Kingsville  
Engineering Dept.**

not only support community safety and infrastructure but also encourage broader economic development, especially in rural areas.

**Financial Impact:**

GrantWorks Inc.'s grant administrative services will be paid by contingent awarded grant funds in the amount of \$49,950.

**Recommendation:**

Staff recommends approving and executing the contract between the City and GrantWorks Inc., for the total amount of \$49,950. and to authorize the City Manager to sign the contract.

**Attachments:**

- Contract for Grant Administrative Services



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

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE GRANT ADMINISTRATION SERVICES AGREEMENT BETWEEN THE CITY OF KINGSVILLE AND GRANTWORKS, INC. FOR PROGRAM YEAR 2025 FOR O3J-WATER IMPROVEMENTS UNDER THE TEXAS DEPARTMENT OF AGRICULTURE'S COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville has applied for a Texas Department of Agriculture's Community Development Block Grant Program (CDBG) O3J-Water Improvements grant and needs grant administration services assistance;

**WHEREAS**, the City published Request for Proposal (RFP) #25-07 for grant administration services in the newspaper in 2024 for the 2025-2026 Texas Community Development Grant Fund as administered by the Texas Department of Agriculture;

**WHEREAS**, the City's review committee reviewed the respondents' qualifications and scored the firms based on a point evaluation system, which resulted in Grantworks, Inc. being selected with the highest score;

**WHEREAS**, the City awarded the RFP for grant administration services on November 11, 2024 to Grantworks, Inc.;

**WHEREAS**, the City needs a grant administrator to assist with grant compliance for this project with funding for such services coming from the grant;

**WHEREAS**, after complying with the State's solicitation process and scoring requests for proposals for grant administration services, the City awarded the RFP for professional services related to grant management for the Grant project to the firm/applicant scoring the highest in the RFP process, which Grantworks, Inc.;

**WHEREAS**, the City has applied for a CDBG Grant for Program Year 2025 for O3J-Water Improvements, Grant Agreement Number CDV25-0415, for which grant administration services in the amount of \$49,950 are proposed;

**WHEREAS**, the City and Grantworks, Inc. worked to prepare a contract for Grant Administration Services for CDBG, Program Year 2025 for O3J-Water Improvements, Grant Agreement Number CDV25-0415 and the parties both agreed to the terms of the proposed contract;

**WHEREAS**, the pre-procurement required the City to contractually enter into an agreement prior to the establishment of specific contract dollar amounts for Grant Administration Services associated with the CDBG program;

**WHEREAS**, the specific contract dollar amounts for Grant Administration Services associated with the CDBG program are now known and the agreement between the parties needs to be approved to reflect the contract amount and outline billing milestones and drawdown thresholds linked to deliverables;

**WHEREAS**, the City and Grantworks, Inc. worked to prepare the contract for Grant Administration Services between the City of Kingsville and Grantworks, Inc. for CDBG Program Year 2025 for O3J-Water Improvements, Grant Agreement Number CDV25-0415 and the parties both agree to the terms of the proposed contract, which needs to be approved by City Commission.

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

I.

**THAT** the Mayor is authorized and directed as an act of the City of Kingsville, Texas to enter and execute the Agreement for Grant Administration Services under the Community Development Block Grant Program, Program Year 2025 for O3J-Water Improvements, Grant Agreement Number CDV25-0415 between the City of Kingsville and Grantworks, Inc. 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 \_\_\_\_\_  
13<sup>th</sup> day of July, 2026.

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

**ATTEST:**

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Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

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Courtney Alvarez, City Attorney

# GRANT ADMINISTRATION SERVICES

THIS AGREEMENT SHALL BE EFFECTIVE ON 11/25/2024, THE DATE ON WHICH THE CLIENT, KINGSVILLE, hereinafter referred to as the Client, AWARDED GRANTWORKS, INC., Austin, Texas, hereinafter referred to as the Consultant, to carry out grant administration services, as procured in conformance with Texas Government Code Chapter 2254, Subchapter A, "Professional Services".

## I. SCOPE OF BASIC SERVICES

Consultant agrees to render grant administration services for the Client's Texas Community Development Block Grant (TxCDBG), Program Year 2025, O3J-Water Improvements, Grant Agreement Number CDV25-0415 (the "Contract"), as administered by the Texas Department of Agriculture (the "Department"), as provided in the provisions titled, "Part III, Scope of Basic Services" and attached hereto and incorporated by reference herein (the "Services").

## II. TIME OF PERFORMANCE

The time of services for the Consultant shall commence no earlier than the date of this agreement. In any event, Consultant shall use commercially reasonable efforts to perform all services required and performed hereunder shall be completed no later than the grant's administrative closure date, as defined by the Department.

## III. COMPENSATION AND METHOD OF PAYMENT

For and in consideration of the foregoing, Client agrees to pay Consultant a base fee of Forty-Nine Thousand Nine Hundred Fifty Dollars and No Cents, (\$49,950.00) in accordance with the following schedule. Listing of specific milestones shall not be construed as a representation or warranty, and Consultant makes no representations or warranties, that these milestones measure overall contract progress facilitated by the Consultant's performance of the services, and any particular milestone will be achieved or that any specific Department or other requirements ultimately will be met. The fee schedule shall be based upon identified contract milestones, as follows:

### Administration

#	Milestone Description	Budget %	Amount
1.0	Establish files, record keeping system, and accounting system. Complete Fair Housing, Equal Employment Opportunity, Section 504, and Civil Rights requirements and Labor Standards Officer appointment.	30%	\$14,985.00
2.0	Prepare Environmental Review Record, Coordinate Environmental Notices	20%	\$9,990.00
3.0	Complete Start of Construction Documents	20%	\$9,990.00
4.0	25% of Grant funds Requested and Administration Activities to Date *Including but not limited to review of certified payrolls, employee interviews, reporting, and review/processing of draws, etc.	10%	\$4,995.00
5.0	75% of Grant funds Requested and Administration Activities to Date *Including but not limited to review of certified payrolls, employee interviews, reporting, and review/processing of draws, etc.	10%	\$4,995.00
6.0	Submit Project Completion Report and Administrative Closure	10%	\$4,995.00
	<b>Total</b>		<b>\$49,950.00</b>

\*Administrative Activities include General Administration, Financial Management, Basic Acquisition, and Construction Phase Management services as referenced in the attached Part III—Scope of Grant Administration Services.

Client acknowledges and agrees that Consultant shall be entitled to submit progress invoices periodically and as deemed necessary by the Consultant, reflecting work completed, not to exceed in aggregate the

fee service total, until the project's satisfactory completion. Client undertakes to make payment on each such invoice within the specified terms outlined in this agreement.

Consultant shall have the right to bill Client on a pro-rata basis as each identifiable grant Project Site achieves specified billing milestones outlined in the fee schedule. The billing for each Project Site shall be calculated proportionally based on the completion of the respective milestones. The Client agrees to make payments within the specified terms as stipulated in this agreement. The pro-rata billing approach applies independently to each Project Site and does not affect the overall billing for the entire project, which may continue as per other relevant provisions of this contract.

#### **IV. ADDITIONAL SERVICES**

- A. If authorized by Client, the Consultant shall furnish Additional Services of the following types which are not considered normal or customary Basic Services; these will be paid for by the Client at an hourly rate of Ninety-Five Dollars and No Cents (\$95.00).
1. Services resulting from significant changes in general scope of project necessitating the revision of previously accepted reports, documents, and studies or requiring programmatic amendments to Client's Contract with the Department.
  2. Reassessment of the environmental review, republication of environmental notices, and other actions necessary to re-secure clearance from the Department required by an amendment, other Contract modification, or a change in Department policy or practice.
  3. Additional door-to-door income survey work required as part of an amendment, other Contract modification, or a change in Department policy or practice.
  4. New and/or additional acquisition activities resulting from unknown needs prior to project initiation, site changes, and/or condemnation proceedings.
  5. Additional services resulting from new or revised program guidelines or regulations as mandated by the state or federal administering agency during the term of this Agreement.
  6. Additional monitoring visits (other than the normal interim and final) which are conducted by the state or federal administering agencies as necessitated by actions or non-actions other than those of the Consultant.
  7. Preparing to serve, or serving, as a consultant or witness for Client in any litigation, other legal or administrative proceeding involving this project.
  8. Preparation of financial statements and records such as audits, check registers, and ledgers that are required for project implementation and are typically generated by the Client in the normal course of business.
  9. Additional or extended services made necessary by: 1) a significant amount of defective work of any construction contractor, consulting engineer and/or architect; 2) prime construction contractor utilizing more than three (3) sub-contractors; 3) more than two (2) prime construction contracts; 4) force account documentation for labor, equipment and materials valued at over \$25,000; 5) default of any construction contractor, consulting engineer and/or architect.
- B. Fees for any professional services required to carry out project-related activities that must be furnished by a third-party professional including but not limited to accountant, appraiser, archaeologist, architect, attorney, auditor, biologist or other natural scientist, engineer, historic preservationist, or surveyor, shall be in addition to the base fee payable to Consultant specified in Section III, and may not be reimbursable by grant funding. Expenditures for such services shall require prior written approval by Client.

#### **V. CHANGES AND AMENDMENTS**

The Client may, from time to time, request changes in the scope of services of the consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, must be mutually agreed upon by and between the Client and the Consultant and shall be incorporated in written amendments to this Agreement. If a change is requested but the parties cannot agree on the specific terms of such change, the parties may mutually agree to terminate this Agreement. Absent such agreement to terminate, the Agreement will continue without the change.

#### **VI. ASSIGNABILITY**

Neither party shall assign any interest in this Agreement or transfer any interest in the same, without the prior written consent of the other party, not to be unreasonably withheld, provided, however, that claims for money by the Consultant from the Client under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished reasonably promptly to the Client.

## VII. RECORDS AND AUDITS

During the term of this Agreement, the Consultant shall assist the Client in maintaining fiscal records and supporting documentation for all expenditures of funds made under the Contract. Such records must include data on racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under the Contract. Client shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.

## VIII. MISCELLANEOUS PROVISIONS

- A. Governing Law. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in the county in which Client's primary office is located.
- B. Binding Effect; No Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and permitted assigns. This Agreement does not, and is not intended to confer any rights or remedies to any person other than the parties to this Agreement.
- C. Severability. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- D. Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursement in addition to any other relief to which such party may be entitled.
- E. Provision of Information. It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined in this Agreement shall be furnished to the Consultant by the Client and its agencies. No charge will be made to Consultant for such information and the Client and its agencies will cooperate with Consultant in every way possible to facilitate the performance of the work described in this Agreement.
- F. Local Program Liaison. For purposes of this Contract, the Mayor or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Consultant. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
- G. Waiver of Consequential Damages. Neither party will be liable to the other party or any other person or entity for any special, incidental, indirect, consequential, punitive or exemplary damages arising out of or relating to this Agreement, regardless of the form of action and whether or not such party has been informed of or otherwise might have anticipated the possibility of such damages.
- H. Limitation of Liability. Each party agrees that, regardless of the type, nature or number of causes of action or claims by the Client (including without limitation claims for indemnity under this Agreement) or any third party claiming by, through or under the Client, the maximum amount of damages, individually or in the aggregate, that either party will be liable for or can be required to pay to the other or any other claimant is the amount of fees to be paid to the Consultant by the Client under this Agreement. The parties agree that this limitation of damages is reasonable and acknowledge that but for this limitation, neither party would enter into this Agreement.

- I. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with regard to contemporaneous understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.
- J. Negotiated Terms. The parties agree that the terms and conditions of this Agreement are the result of negotiations between the parties and that this Agreement shall not be construed in favor of or against either party by reason of the extent to which such party or its professional advisors participated in the preparation of this Agreement.
- K. Ownership of Work and Copyright. The parties agree that the Consultant retains all ownership rights to forms, reports, and other documents produced in whole or in part under this Agreement until such documents are completed as contemplated under this Agreement and placed in the official Contract record or submitted as final documents to the Client or the Department. Consultant shall retain all ownership rights to templates, internal tracking systems, and other documents produced by Consultant that have a common use applicable to multiple clients and are not produced specifically for the Client under this Agreement. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.
- L. Remedies, Alternative Dispute Resolution, and Program Non-Compliance. The parties hereto agree to resolve all disputes arising hereunder in accordance with this section. If a dispute arises out of or relates to this Agreement or any alleged breach hereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or CDBG program requirements, the party desiring to resolve such dispute shall deliver a written notice of the dispute, including the specific claim in the dispute to the other party. Following the delivery of such notice, the parties involved in the dispute shall meet at least twice within the thirty (30) day period commencing with the date of the notice and in good faith shall attempt to resolve such dispute through negotiation. If any dispute is not resolved or settled by the parties as a result of such negotiation, the parties in good faith shall submit the dispute to non-binding mediation before a retired judge of a federal district court or Texas district court or a similarly qualified, mutually agreeable individual in Austin, Texas. The parties shall bear the costs of such mediation equally. If the dispute is not resolved through such mediation, either party may proceed to file suit.
- M. Force Majeure. A "Force Majeure Event" means any event or cause beyond a party's reasonable control (including without limitation, construction delays, fire, flood, rain, weather, casualty, explosions, damage by third parties whether negligently or intentionally caused, strikes, work stoppages, picketing, acts of God or other casualties, or the laws or actions of any governmental authority), as a result of which at any time a party is unable to perform any of its obligations under this Agreement. If a Force Majeure Event occurs during the term of this Agreement that prevents the Consultant from performing its obligations hereunder, the Consultant and the Client will in good faith mutually agree on one of the following alternatives: (1) extend the time for performance, or (2) terminate this Agreement and, as mutually agreed, cause the payment to Consultant of fees not yet paid for services performed prior to the occurrence of the Force Majeure Event or cause the refund to Client of fees previously paid for services that were not performed prior to the occurrence of the Force Majeure Event.

#### **IX. TERMS AND CONDITIONS**

This Agreement is subject to the provisions titled "Part II Terms and Conditions" and "Part III Scope of Basic Services," which each are attached hereto and hereby are incorporated by reference.

IN WITNESSETH HEREOF, the Client and the Consultant have executed this Agreement as of the date indicated above.

**GrantWorks, Inc.**  
2201 Northland Drive  
Austin, TX 78756

**City of Kingsville**  
PO Box 1458  
Kingsville, TX 78364-1458

BY:   
Bruce J. Spitzengel  
President

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

ATTEST:

BY: \_\_\_\_\_  
City Secretary

**AGREEMENT FOR ADMINISTRATIVE MANAGEMENT SERVICES  
PART II - TERMS AND CONDITIONS**

1. **PERSONNEL.** The Consultant represents it has or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Client. The Consultant may subcontract any of the work or services covered by this Agreement, provided that (a) any subcontracted work or services must be the subject of a written approval written contract or agreement, (b) the Consultant shall be responsible to Client for the acts or omissions of any such subcontractor, and (c) such subcontractors shall be subject to the requirements of the program.
2. **REPORTS AND INFORMATION.** The Consultant, at such times and in such forms as the Client may reasonably require, shall furnish the Client periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
3. **RECORD RETENTION.** In accordance with 2 CFR 200.300-.309, 24 CFR 570.490, Consultant shall provide to Client all records pertinent to the Contract. Client shall retain all required records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.
4. **ACCESS TO RECORDS.** In accordance with 2 CFR 200.336, during the Agreement's time of performance the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives will have access to any books, documents, papers, and records maintained by the Consultant which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions.
5. **FINDINGS CONFIDENTIAL.** All of the reports, information, data, etc., prepared or assembled by the Consultant under this Agreement are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Client except where required by law or by court order.
6. **COMPLIANCE WITH LOCAL LAWS; INDEMNIFICATION.** Consultant shall comply with the requirements of all applicable laws, rules and regulations, and shall, indemnify, and hold harmless the Client from and against them, and shall indemnify and hold harmless the Client from and against liability for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws associated solely with Consultant's performance of the services required to be performed by Consultant under this Agreement.
7. **TERMINATION OF AGREEMENT FOR CAUSE.** In accordance with 2 CFR 200 APPENDIX II (B), if the Consultant shall fail to fulfill in a timely and proper manner his/her obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Client shall provide written notice to Consultant reasonably specifying the failure or violation. If Consultant fails to cure such failure or violation within five (5) business days of receiving such notice or, if the failure or violation is incapable of cure within such time frame, to begin to take actions to cure such failure or violation and to diligently pursue them to completion, Client thereupon shall have the right to terminate this Agreement immediately by giving written notice to the Consultant. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In such event, all finished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the Client, become its property.
8. **TERMINATION OF AGREEMENT FOR CONVENIENCE.** Either the Client or the Consultant may terminate this Agreement at any time by providing at least ten (10) days' notice in writing to the other

party to this Agreement. If the Agreement is terminated as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. In such event, all finished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the Client, become its property.

9. CONFLICTS OF INTEREST

- A. **Governing Body:** Client agrees that no member of its governing body, no other public official of Client, and no other officer, employee, or agent of the Client who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement, and Client shall take appropriate steps to assure compliance with this requirement.
- B. **Other Local Public Officials.** No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the CDBG award between the Department and the City/County shall have any personal financial interest, direct or indirect, in the Consultant or this Agreement; and the Consultant shall take appropriate steps to assure compliance.
- C. **Consultant and Employees.** The Consultant warrants and represents that it has no conflict of interest associated with the CDBG award between the Department and the Client or this Agreement. The Consultant further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the CDBG award between the Department and the Client or in any business, entity, organization or person that may benefit from the award. The Consultant further agrees that it will not employ an individual with a conflict of interest as described herein.

10. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** The Consultant certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Consultant. The Consultant understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

11. **FEDERAL COMPLIANCE.** During the term of this Agreement, the parties shall comply with all Federal laws, regulations, and rules including the following:

- A. **CIVIL RIGHTS ACT OF 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- B. **Section 504 Rehabilitation Act of 1973, as amended.** The Consultant agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
- C. **AGE DISCRIMINATION ACT OF 1975.** The Consultant shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- D. **SECTION A109 OF THE HOUSING & COMMUNITY DEVELOPMENT ACT OF 1974.**
  - i. Under Title VI of the Civil Rights Act of 1964, no person shall on the ground of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.

E. EQUAL OPPORTUNITY CLAUSE. During the performance of this Agreement, the Consultant agrees as follows:

- i. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The Consultant will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.
- iv. The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided,

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

F. CLEAN AIR AND FEDERAL WATER POLLUTION ACTS

- i. Clean Air Act (42 U.S.C. 7401-7671g.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671g) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

12. ECONOMIC OPPORTUNITIES FOR SECTION 3 RESIDENTS AND SECTION 3 BUSINESS CONCERNS.

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- D. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75. Minimum expectations of effort to direct employment opportunities to such workers are identified in the TxCDBG Project Implementation Manual.

13. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

- A. The Consultant must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- B. Affirmative steps must include:
  - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.
14. **PATENT RIGHTS AND INVENTIONS.** The Consultant shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).
15. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. (2 CFR 200 Appendix II (B))
16. **ENERGY EFFICIENCY.** The Consultant shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871). (2 CFR 200 APPENDIX II (H) and 42 U.S.C. 6201).
17. **VERIFICATION NO BOYCOTT ISRAEL.** As required by Chapter 2271, Government Code, the Consultant hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
18. **NO FOREIGN TERRORIST ORGANIZATIONS.** Pursuant to Chapter 2252, Texas Government Code, the Consultant represents and certifies that, at the time of execution of this Agreement neither the Consultant, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.
19. **USE OF CLOUD-BASED CERTIFIED PAYROLL SOLUTION.** Upon procurement of any prime construction contractor or subcontractor subject to Davis-Bacon certified payroll or other prevailing wage compliance requirements to perform work related to the Services described herein, the Client shall require and enforce the use of LCPtracker, a cloud-based SaaS solution, for any certified payroll tracking, construction site compliance, and workforce reporting. Access to LCPtracker will be furnished by the Consultant.

**AGREEMENT FOR GRANT ADMINISTRATION SERVICES  
PART III - SCOPE OF BASIC SERVICES**

Note: Listed services may not be required for this Texas CDBG project, particularly those listed in Sections E, F, G and H. Consultant shall furnish only those services appropriate to the project.

**A. General Administration**

1. Provide general advice to the Client and its staff with respect to the implementation of the project and regulatory matters.
2. Furnish forms, policies, and procedures for implementation of the project.
3. Provide technical assistance to Client personnel who will be directly involved in the program for routine tasks, using the Texas Community Development Block Grant Program (Texas CDBG) - Project Implementation Manual (IM).
4. Assist Client in developing a record keeping system consistent with program guidelines, including the establishment and maintenance of program files.
5. Serve as liaison for the Client during normal monitoring visits by staff representatives from either the Texas Department of Agriculture (TDA) or the U.S. Department of Housing and Urban Development (HUD).
6. Prepare and submit to Department Client's required Quarterly Progress Reports and Financial Interest Reports.
7. Assist Client in meeting citizen participation, personnel, and Section 504 requirements as may be required for participation in the Texas CDBG program.
8. Assist Client in preparing Contract Amendments and Modifications along with related documentation, public hearings, and notices as requested by Client.\*
9. Other general administration tasks not listed here that are requested by Client and agreed to in writing by Consultant.

**B. Financial Management**

1. Assist Client in proving its ability to manage the grant funds to the state's audit division.
2. Assist Client in establishing and maintaining a Direct Deposit account and/or separate local bank account, journals and ledgers.
3. Assist Client in submitting the Direct Deposit Authorization Form and/or Depository/Authorized Signatory form to Department.
4. Assist Client in preparation of drawdown requests from Department and disbursements of funds within the allotted time period.
5. Assist the Client in establishing procedures to handle the use of any Texas CDBG program income.

**C. Environmental Review\***

1. Prepare environmental assessment.
2. Coordinate environmental clearance procedures with other interested parties.
3. Coordinate any third-party professional services required to complete the assessment (third-party professional services are outside the scope of this agreement and their costs shall not be borne by Consultant, see Section IV of this Agreement)
4. Document consideration of any public comments.
5. Assist with compliance with Executive Order 11988 for projects located in flood plain.
6. Prepare and submit related public notices.
7. Prepare Request for Release of Funds and Certifications.

**D. Basic Acquisition Activities\*\***

1. Prepare required acquisition report(s).
2. Advise Client of general procedures required under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as they pertain to the project.

**E. Construction Phase Management - Force Account (if required) \***

1. Assist Client in determining whether and/or what Texas CDBG contract activities will be carried out in whole or in part via force account labor.

2. Assist Client in determining whether or not it will be necessary to hire temporary employees to specifically carry out Texas CDBG contract activities.
3. Assist Client in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.

F. Construction Phase Management—Bid/Contract Type (if required)

1. Assist Client in documenting compliance with all federal and state requirements related to equal employment opportunity.
2. Assist Client in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
3. Provide assistance to or act as local labor standards officer for this project.
4. If applicable, furnish access to LCPTracker or a similar cloud-based SaaS solution, for certified payroll tracking, construction site compliance, and workforce reporting.
5. Select and verify wage rate with Department.
6. Request bid packet, bid advertisement, bid tabulation, and contract prepared by engineer to review upon receipt for compliance with Texas CDBG requirements.
7. Make ten-day call to Department.
8. Verify construction contractor and any subcontractors for eligibility.
9. Submit start of construction documents to Department.
10. Attend (conduct if necessary) pre-construction conference and prepare minutes.
11. Review weekly payrolls and conduct compliance follow-ups.
12. Submit any additional classifications to Department.
13. Coordinate employee interviews to evaluate Davis-Bacon wage compliance.
14. Request from engineer and upon receipt process and submit change orders to Department.
15. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to Department.

G. Service Line Replacement on Private Property (if required)

1. Assist Client in establishing local program guidelines, if required by Department
2. Assist Client in applicant outreach / beneficiary confirmation

H. Equal Opportunity/Fair Housing

1. Maintain documentation of all project beneficiaries by ethnicity and gender.
2. Assist with preparation of Section 3 and Affirmative Action Plan.
3. Assist with preparation of Section 504 documents / compliance requirements.
4. Assist the Client in developing, implementing and documenting new activities to affirmatively further fair housing activities during the contract period.
5. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet

I. Audit/Close-out Procedures

1. Prepare the final Project Completion Report, including General Report, Beneficiary Report, , documentation of fair housing activities, citizen participation and equal rights, and Certificate of Completion.
2. Assist Client in responding to any monitoring and audit findings and resolving any third party claims.
3. Provide auditor with Texas CDBG audit guidelines.

\*Services related to contract amendments or modifications, reassessment of the Environmental Review Record resulting from a contract amendment, or documentation of in-kind contributions or force account labor exceeding \$25,000 may be subject to additional charges payable to GrantWorks (see Section IV of this Agreement).

\*\*Acquisition Activities may not be required in each project other than the submittal of an "acquisition report" documenting no activities. If additional acquisition services are required, including any or all of the following activities, an additional charge may be negotiated with the Client: obtaining documentation of property ownership, correspondence and notifications to property owners, negotiations, securing signatures, filing of records, securing appraisals or surveys, providing market value estimates, coordinating with appraisers, surveyors, or other third parties. These additional charges will be paid using grant funds if available. At its

sole discretion, GrantWorks may choose to donate any additional acquisition services in the interest of successful program implementation and enhanced client relationship. However, costs for any third-party acquisition services shall be the Client's responsibility.

### **Additional General Terms Regarding Third-Party Services**

Some services will be performed by third-party service providers.

Assistance by Consultant with (1) verification of construction contractors or other service contractors, (2) selection of bid award winners, or (3) any other activity relating to contractors, subcontractors, bid award winners or any other third party not directly engaged through a written agreement with Consultant to provide services required to be provided by Consultant under this Agreement (collectively "Third Parties") is not intended to be and shall not be construed as an endorsement, representation or warranty by Consultant of any kind relating to such Third Party Service Providers or of the quality of such Third Parties work, and all such endorsements, representations or warranties hereby are expressly disclaimed.

Assistance by Consultant with the fulfillment of any requirements imposed by Third Parties, governmental or otherwise, shall not be construed as a representation or warranty, and Consultant makes no representations or warranties, that any particular requirement will be achieved or met, and Consultant assumes no responsibility for the achievement or failure to achieve such requirements.

All assistance by Consultant described in this Agreement based on information provided by Third Parties shall be considered information provided by Client, and Consultant shall be entitled to rely on such information without any additional duty of inquiry or investigation.

# **AGENDA ITEM #14**

TO: Mayor and City Commissioners

CC: Charlie Sosa, City Manager

FROM: Charlie Cardenas City Engineer/ ICE Engineering

DATE: June 30, 2026

SUBJECT: Consider Approving Change Order No. 6 Bid No. 24-09 for the General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Contract No. 22-082-016-D218 Project 1 – Loop 428 Lift Station and 14<sup>th</sup> Street Sewer Repairs.

**Purpose:**

Consider approving Change Order No. 6 (CO-6) for the General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Contract No. 22-082-016-D218. CO-6 is to increase the contract time by **35 calendar days** and net increase of the contract amount by \$534.24.

This change order addresses unforeseen issues during construction relating to the size and condition of existing sanitary sewer lines receiving rehabilitation. During CCTV inspection, it was discovered that segments of sewer lines were different sizes than originally planned. Sewer manholes also require replacement of rings & covers and related appurtenances. Additionally, barbed wire atop the lift station security fencing is required. A 35-day extension for materials delivery is also recommended. The adjusted completion date was July 4, 2026 and is now August 8, 2026.

**Summary:**

GLO Change Order No. 6 – Construction Cost and Contract Time

<u>Description</u>	<u>Calendar Days</u>
Time extension Hubert Construction contract	35
Cast-in-place piping	\$534.24

**Background:**

As part of the GLO CDBG-MIT Hurricane Harvey State Mitigation Competition grant. Project 1 – Loop 428 Lift Station and 14<sup>th</sup> Street Sewer Improvements are a critical component of the city's wastewater infrastructure upgrades. This project includes the installation of Lift Station, Manholes, wastewater force main and Cast In Place Pipe (CIPP) on Loop 428 and along 14<sup>th</sup> Street from Loop 428 to Lee Street.

**Financial Impact:**

The cost is \$534.24 (Fund 122) which is grant funded.

**Recommendation:**

Staff recommends approving Change Order No. 6 for CDBG-MIT GLO Contract No. 22-082-016-D218 – Project 1 (Loop 428 Lift Station and 14<sup>th</sup> Street Sewer Improvements) for the increase of 35 calendar days and \$534.24 for CIPP size adjustments, manholes repairs, and appurtenances.

**Attachments:**

- Project 1 GLO Change Order No. 6
- Engineer's recommendation



June 25, 2026

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

**Re: CDBG-MIT GLO Contract No. 22-082-016-D218 Project 1, (City of Kingsville Bid No. 24-09) – ICE CO 6 recommendation**

Dear Mr. Cardenas,

This memorandum is in reference to ICE's recommendation to Change Order 6, an increase in the amount of \$534.24. This change order addresses additional rehabilitation of manholes, CIPP sanitary sewer line items, and a 35-day time extension to the current construction contract date.

Additionally, during construction the contractor discovered sanitary sewer line sizes that differed from the plans by conducting CCTV inspections. The sizes found were 8"Ø and 24"Ø (CO6-1) sanitary sewer lines. A deduction of the incorrect sizes and addition of the discovered sizes is being proposed. Also, the barbed wire item (CO6-2) is a requirement for complete lift station construction. ICE has verified the prices for these items by using the bid tabulation submitted for this project. However, since it has been close to two years when those prices were submitted, the larger sewer line costs were interpolated to a present cost and are deemed reasonable at this point in time. In addition to C06-1, the CO6-2 cost was also justified and accepted for the lump sum amount proposed.

The construction contract end date will be extended from the original date of July 4, 2026 to August 8, 2026.

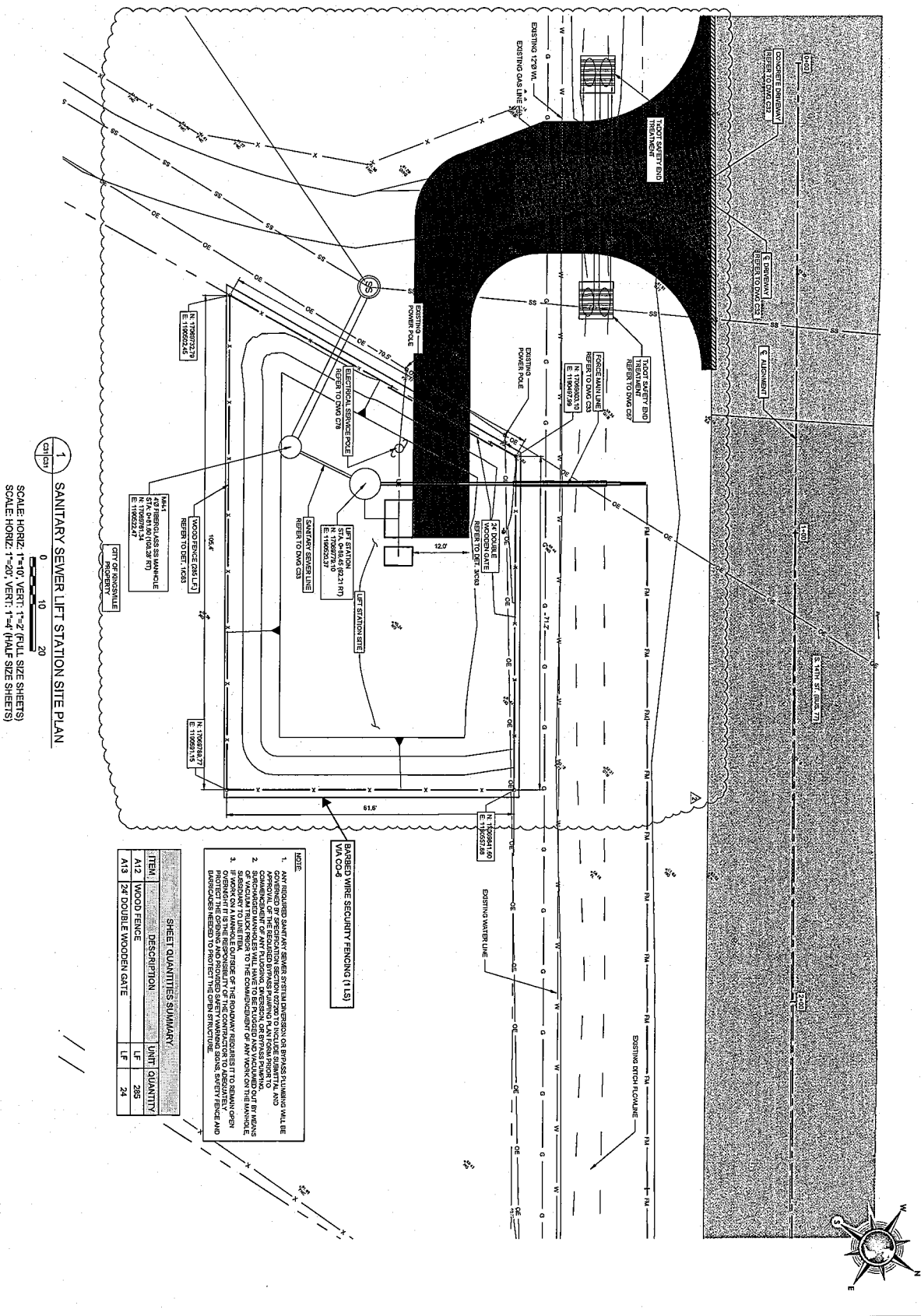
This Change Order 6 along with Change Orders 1, 2, 3, 4, and 5 will decrease the original contract amount of \$2,593,299.15 by approximately 0.15%, which falls within the 18% allowance per the GLO contract. The adjusted contract amount with this and previous change orders will be \$2,589,505.54.

Therefore, it is ICE's recommendation to approve Change Order 6. The City of Kingsville has the final decision to approve/not approve change orders.

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

Sincerely,

Julio A. Macias, P.E.  
Project Engineer



**1**  
SANITARY SEWER LIFT STATION SITE PLAN

SCALE: HORIZ. 1"=10', VERT. 1"=2' (FULL SIZE SHEETS)  
SCALE: HORIZ. 1"=20', VERT. 1"=4' (HALF SIZE SHEETS)

**NOTE**

1. ANY REQUIRED SANITARY SEWER SYSTEM IMPROVEMENTS OR BYPASS PLUMBING WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL OBTAIN THE NECESSARY PERMITS AND APPROVALS FROM THE CITY OF KINGSVILLE AND THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) PRIOR TO COMMENCEMENT OF ANY WORK.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF KINGSVILLE AND THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) PRIOR TO COMMENCEMENT OF ANY WORK.
3. IF WORK ON A MANHOLE IS REQUIRED OUTSIDE OF THE ROADWAY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF KINGSVILLE AND THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) PRIOR TO COMMENCEMENT OF ANY WORK.

**BARBED WIRE SECURITY FENCING (1 LS)**  
VIA CODE

**SHEET QUANTITIES SUMMARY**

ITEM	DESCRIPTION	UNIT	QUANTITY
A12	WOOD FENCE	LF	285
A13	24 DOUBLE WOODEN GATE	LF	24

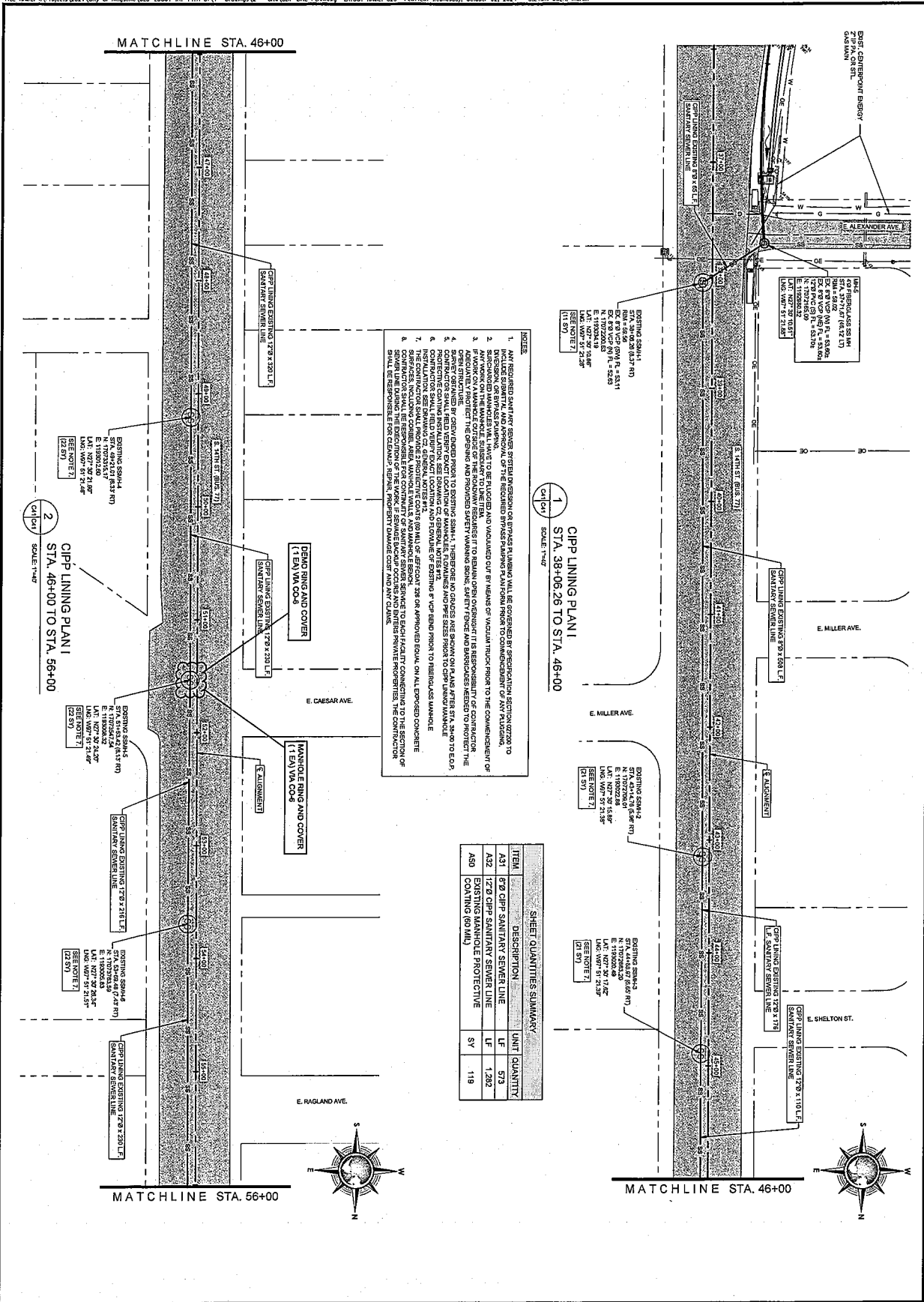
REVISION NO.	DATE	BY	DESCRIPTION	REVISION NO.	DATE	BY	DESCRIPTION
09-11-24		JAM	TxDOT PERMIT				

**CITY OF KINGSVILLE**  
GLO SS PROJECT 1  
**(14TH STREET) SANITARY SEWER IMPROVEMENTS**  
KINGSVILLE, KLEBERG COUNTY, TEXAS

**SANITARY SEWER LIFT STATION  
SITE PLAN**

**ICE**  
INTERNATIONAL CONSULTING ENGINEERS  
PHONE: 952.228.8008  
FAX: 952.858.8008  
1 & P.E. FIRM REGISTRATION #F-10837

**CONSULTANT'S SHEET**  
PROJECT NO. 2107-01B  
SHEET 32 of 90



- NOTES**
1. ALL REQUIRED STAFF AND SERVICE SYSTEM DESIGN OR BRASS NUMBER SHALL BE COVERED BY PRESCRIPTION SECTION 20 TO DIVISION OF BRASS NUMBERING.
  2. ALL REQUIRED STAFF AND SERVICE SYSTEM DESIGN OR BRASS NUMBER SHALL BE COVERED BY PRESCRIPTION SECTION 20 TO DIVISION OF BRASS NUMBERING.
  3. ALL WORK ON THE MANHOLE SUBJECT TO LINE ITEM.
  4. ALL WORK ON A MANHOLE SUBJECT TO LINE ITEM.
  5. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF KINGSVILLE AND THE DIVISION OF BRASS NUMBERING.
  6. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF KINGSVILLE AND THE DIVISION OF BRASS NUMBERING.
  7. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF KINGSVILLE AND THE DIVISION OF BRASS NUMBERING.
  8. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF KINGSVILLE AND THE DIVISION OF BRASS NUMBERING.
  9. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF KINGSVILLE AND THE DIVISION OF BRASS NUMBERING.
  10. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF KINGSVILLE AND THE DIVISION OF BRASS NUMBERING.

**SHEET QUANTITIES SUMMARY**

ITEM	DESCRIPTION	UNIT	QUANTITY
A31	6" CIPP SANITARY SEWER LINE	LF	573
A32	12" CIPP SANITARY SEWER LINE	LF	1,282
AS0	CONCRETE PROTECTIVE	SY	119

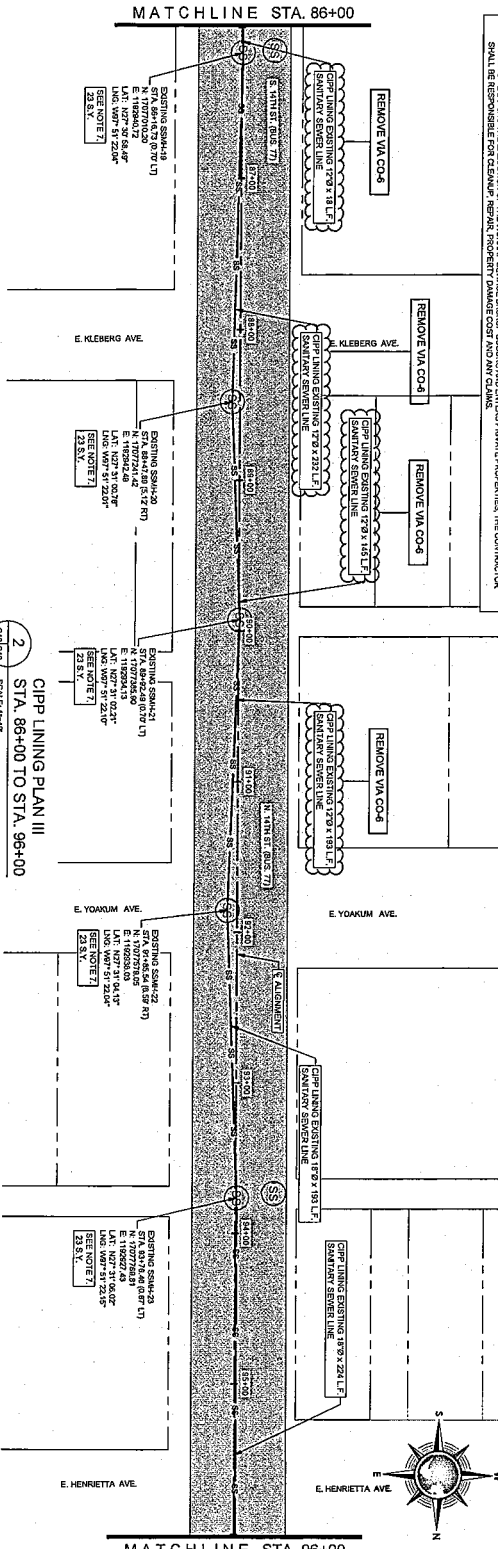
REVISION NO.	DATE	BY	DESCRIPTION	REVISION NO.	DATE	BY	DESCRIPTION

**CITY OF KINGSVILLE GLO SS PROJECT 1**  
**(14TH STREET) SANITARY SEWER IMPROVEMENTS**  
 KINGSVILLE, KLEBERG COUNTY, TEXAS

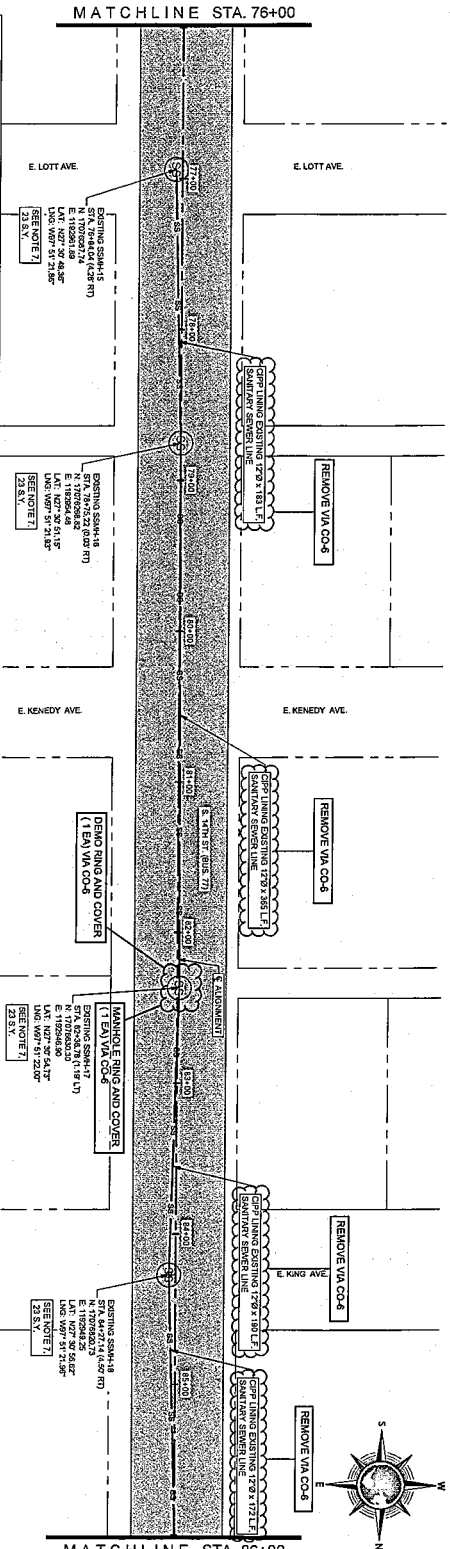
**CIPP LINING PLAN I**  
 STA. 38+06.26 TO STA. 56+00

INTERNATIONAL CONSULTING ENGINEERS  
 241 SANDHILL BLVD.  
 CORPUS CHRISTI, TX 78417  
 PHONE: 361.828.8808 FAX: 361.828.8808  
 T.B.P.E. FIRM REGISTRATION #F-10837

CONSULTANT'S SHEET  
 PROJECT NO. 21-107-01B  
 SHEET 42 of 90






- NOTES**
1. ANY REQUIRED SANITARY SEWER SYSTEM DIVERSION OR BYPASS PUMPING SHALL BE GOVERNED BY PREPARED SECTION 07200 TO DIMENSION, OR BYPASS PUMPING.
  2. ARCHITECTURAL UNITS SHALL BE TO BE PLUGGED AND VACUUMED OUT BY MEANS OF VACUUM TRUCK PRIOR TO COMMENCEMENT OF ANY PUMPING.
  3. IF WORK ON A MANHOLE OUTSIDE OF THE ROADWAY REQUIREMENT TO REMAIN OPEN OVERNIGHT IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE PROTECTIVE LIGHTING AND SAFETY BARRIERS TO PROTECT THE PUBLIC AND TO PROTECT THE OPERATIONS AND PROTECT THE SANITARY SEWER SYSTEMS.
  4. CONCRETE SHALL BE CURED PRIOR TO CEMENT SETTING. THEREAFTER, THE CONTRACTOR SHALL PROVIDE PROTECTIVE COATING TO PROTECT THE CONCRETE FROM WEATHER AND DAMAGE TO THE CONCRETE.
  5. PROTECTIVE COATING SHALL BE APPLIED TO ALL EXPOSED CONCRETE SURFACES AND SHALL BE APPLIED TO ALL EXPOSED CONCRETE SURFACES.
  6. INSTALLATION SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS.
  7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
  8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
  9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
  10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.

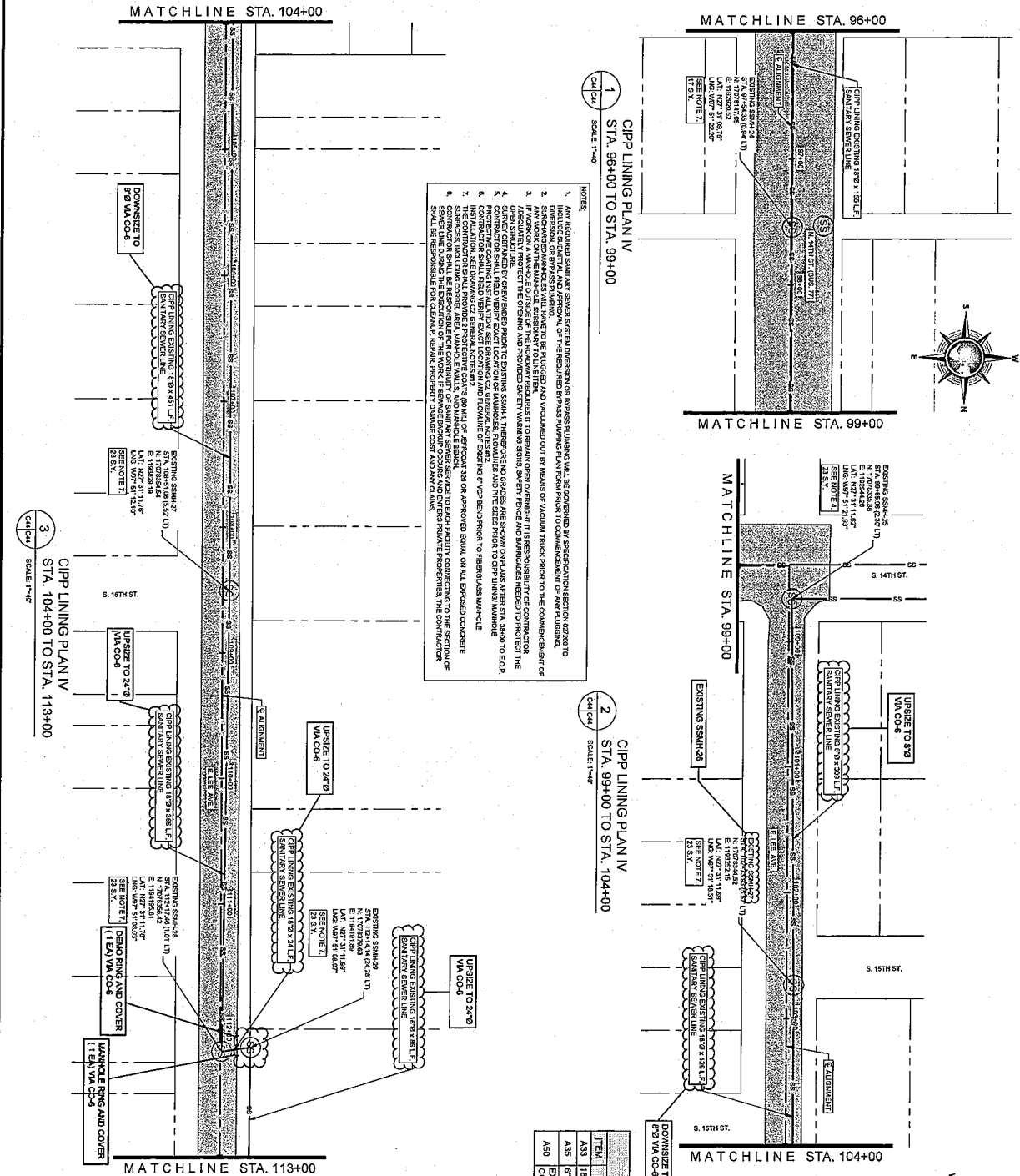


**SHEET QUANTITIES SUMMARY**

ITEM	DESCRIPTION	UNIT	QUANTITY
A32	12" CIPP SANITARY SEWER LINE	LF	1,488
A33	18" CIPP SANITARY SEWER LINE	LF	417
A30	EXISTING MANHOLE PROTECTIVE COATING (60 MIL)	SF	207

REVISION NO.    DATE    BY    DESCRIPTION _____ _____ _____	REVISION NO.    DATE    BY    DESCRIPTION _____ _____ _____	<p><b>CITY OF KINGSVILLE GLO SS PROJECT 1</b>  <b>(14TH STREET) SANITARY SEWER IMPROVEMENTS</b>                  KINGSVILLE, KLEBERG COUNTY, TEXAS</p> <p><b>CIPP LINING PLAN III</b>                  STA. 76+00 TO STA. 96+00</p>		 <p>INTERNATIONAL CONSULTING ENGINEERS                  245 BASTON ROAD                  COMPTON, TEXAS 75241                  PHONE: 941.268.8600    FAX: 941.268.8908                  T.B.E. FIRM REGISTRATION #F-10637</p>	 <p>CONSULTANT'S SHEET                  PROJECT NO. 21107-018</p>
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DRAWING NO. **C43**  
 SHEET 44 of 90



- NOTES:**
1. ANY REQUIRED SHIELDING SHALL BE PROVIDED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES AND UTILITIES.
  2. ANY WORK ON THE MANHOLE, ASSIGNMENT TO THE CONTRACTOR, SHALL BE COMPLETED BY THE CONTRACTOR PRIOR TO THE START OF THE CIPP Lining Operation.
  3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES TO REMAIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES TO REMAIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES TO REMAIN.
  4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES TO REMAIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES TO REMAIN.
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  8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES TO REMAIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES TO REMAIN.
  9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES TO REMAIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES TO REMAIN.
  10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES TO REMAIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES TO REMAIN.

**SHEET QUANTITIES SUMMARY**

ITEM	DESCRIPTION	UNIT	QUANTITY
A33	18\"/>		

REVISION NO.	DATE	BY	DESCRIPTION	REVISION NO.	DATE	BY	DESCRIPTION

**CITY OF KINGSVILLE GLO SS PROJECT 1**  
**(14TH STREET) SANITARY SEWER IMPROVEMENTS**  
 KINGSVILLE, KLEBERG COUNTY, TEXAS

CIPP LINING PLAN IV  
 STA. 96+00 TO STA. 113+00

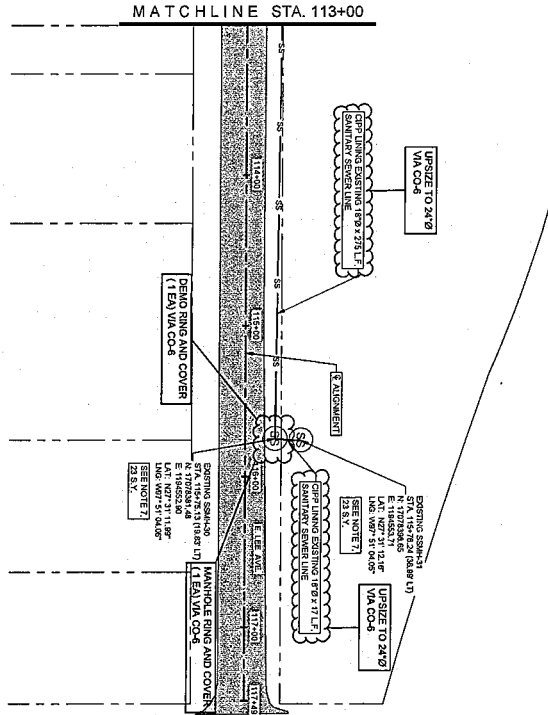
INTERNATIONAL CONSULTING ENGINEERS  
 PHONE: 817.222.5405 281 SARATOGA BLVD.  
 FAX: 817.222.8504 COMPTON CIRCLE, TX 76117

I.B.E. FIRM REGISTRATION #F-10537

CONSULTANT'S SHEET  
 PROJECT NO. 21107-018

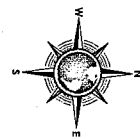
DRAWING NO. **C44**

SHEET 45 of 90



1  
Call out  
CIPP LINING PLAN V  
STA 113+00 TO STA. 117+49 (E.O.P.)  
SCALE: 1"=40'

S. 17TH ST.



SHEET QUANTITIES SUMMARY

ITEM	DESCRIPTION	UNIT	QUANTITY
A33	18" Ø CIPP SANITARY SEWER LINE	LS	292
A50	EXISTING MANHOLE PROTECTIVE COATING (60 MIL)	SV	46

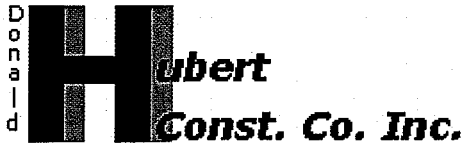
- NOTES**
1. ANY REQUIRED SANITARY SEWER RIGID DIVERSION OR BYPASS PLUMBING WILL BE GOVERNED BY SPECIFICATION SECTION 05100 TO DIVISION 05, OR BYPASS PLUMBING.
  2. ANY REQUIRED RIGID DIVERSION OR BYPASS PLUMBING SHALL BE INSTALLED PRIOR TO COMMENCEMENT OF ANY TRENCHING.
  3. IF WORK ON A MANHOLE OUTSIDE OF THE ROADWAY, REQUEST IT TO BE OPEN OVERHEAD. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS AND PROTECT ALL UTILITIES AND STRUCTURES.
  4. CONTRACTOR SHALL FIELD VERIFY EXISTING MANHOLE, UTILITY AND STRUCTURE LOCATIONS AND DEPTHS PRIOR TO CONSTRUCTION.
  5. PROTECTIVE COATING SHALL BE APPLIED TO EXISTING MANHOLES AND STRUCTURES TO PROTECT THEM FROM DAMAGE DURING CONSTRUCTION.
  6. CONTRACTOR SHALL FIELD VERIFY EXISTING MANHOLE, UTILITY AND STRUCTURE LOCATIONS AND DEPTHS PRIOR TO CONSTRUCTION.
  7. CONTRACTOR SHALL FIELD VERIFY EXISTING MANHOLE, UTILITY AND STRUCTURE LOCATIONS AND DEPTHS PRIOR TO CONSTRUCTION.
  8. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTINUITY OF SANITARY SEWER SERVICE TO EACH FACILITY CONNECTING TO THE SECTION OF WORK. CONTRACTOR SHALL FIELD VERIFY EXISTING MANHOLE, UTILITY AND STRUCTURE LOCATIONS AND DEPTHS PRIOR TO CONSTRUCTION.
  9. CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANUP, REPAIR, PROPERTY DAMAGE COST AND ANY CLAIMS.

REVISION NO.    DATE    BY    DESCRIPTION	REVISION NO.    DATE    BY    DESCRIPTION	<p><b>CITY OF KINGSVILLE GLO SS PROJECT 1</b>  <b>(14TH STREET) SANITARY SEWER IMPROVEMENTS</b>                  KINGSVILLE, KLEBERG COUNTY, TEXAS</p> <p><b>CIPP LINING PLAN V</b>                  STA. 113+00 TO STA. 117+49 (E.O.P.)</p>		<p>INTERNATIONAL CONSULTING ENGINEERS                  242 S. MAIN ST. SUITE 200                  CORPUS CHRISTI, TX 78401                  P.O. BOX 10000                  CORPUS CHRISTI, TX 78402                  T.S.P.E. FIRM REGISTRATION #F-10837</p>	<p>CONSULTANT'S SHEET                  PROJECT NO. 21107-01B</p>
DRAWING NO. <b>C45</b> SHEET 46 of 90					

City of Kingsville GLO SS Project 1 (GLO Contract No. 22-082-016-D218) Bid Tabulation  
 Bid Opening Location: City Hall  
 400 W. King Ave., Kingsville, TX 78363

**BASE BID:**

				C&A Builders		Jhabores Construction		Donald Hubert Construction	
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT
A1	MOBILIZATION / BONDS/ INSURANCE	1	LS	\$179,000.00	\$179,000.00	\$100,000.00	\$100,000.00	\$102,288.46	\$102,288.46
A2	TRAFFIC CONTROL	1	LS	\$45,000.00	\$45,000.00	\$65,525.00	\$65,525.00	\$52,120.00	\$52,120.00
A3	ROCK FILTER DAM (TYPE 2)	1	EA	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00
A4	SWPP (SEDIMENT CONTROL FENCE)	3800	LF	\$3.00	\$11,400.00	\$6.00	\$22,800.00	\$10.85	\$41,230.00
A5	EROSION CONTROL LOG	50	LF	\$100.00	\$5,000.00	\$25.00	\$1,250.00	\$50.00	\$2,500.00
A6	REMOVE PORTION OF ASPHALT PAVEMENT	27	SY	\$150.00	\$4,050.00	\$5.00	\$135.00	\$55.00	\$1,485.00
A7	REMOVE CONCRETE CURB RAMP	60	SF	\$100.00	\$6,000.00	\$3.00	\$180.00	\$20.00	\$1,200.00
A8	REMOVE CONCRETE SIDEWALK	62	SF	\$100.00	\$6,200.00	\$2.00	\$124.00	\$20.00	\$1,240.00
A9	REMOVE EXISTING GRAVEL DRIVEWAY	10	SY	\$400.00	\$4,000.00	\$2.00	\$20.00	\$55.00	\$550.00
A10	18" SELECT FILL	795	SY	\$35.00	\$27,825.00	\$40.00	\$31,800.00	\$45.50	\$36,172.50
A11	6" LIMESTONE PAD	701	SY	\$50.00	\$35,050.00	\$50.00	\$35,050.00	\$41.90	\$29,371.90
A12	WOOD FENCE	285	LF	\$25.00	\$7,125.00	\$109.00	\$31,065.00	\$87.72	\$25,000.20
A13	24' DOUBLE WOODEN GATE	24	LF	\$100.00	\$2,400.00	\$610.00	\$14,640.00	\$395.83	\$9,499.92
A14	PROOF ROLLING	795	SY	\$10.00	\$7,950.00	\$5.00	\$3,975.00	\$9.50	\$7,552.50
A15	CONCRETE DRIVEWAY	246	SY	\$240.00	\$59,040.00	\$230.00	\$56,580.00	\$135.00	\$33,210.00
A16	24" Ø RCP (CLASS V)	68	LF	\$165.00	\$11,220.00	\$191.00	\$12,988.00	\$117.00	\$7,956.00
A17	SAFETY END TREATMENT (SET)	2	EA	\$3,500.00	\$7,000.00	\$6,840.00	\$13,680.00	\$3,225.00	\$6,450.00
A18	H.M.A.C. PAVEMENT REPAIR	27	SY	\$485.00	\$13,095.00	\$125.00	\$3,375.00	\$100.00	\$2,700.00
A19	6" Ø SANITARY SEWER LINE PVC SDR-26	10	LF	\$140.00	\$1,400.00	\$498.00	\$4,980.00	\$100.00	\$1,000.00
A20	18" Ø SANITARY SEWER LINE PVC SDR-26	40	LF	\$200.00	\$8,000.00	\$564.00	\$22,560.00	\$181.35	\$7,254.00
A21	6" Ø SANITARY SEWER FORCE MAIN LINE PVC DR-18 (C-900)	2795	LF	\$59.00	\$164,905.00	\$50.00	\$139,750.00	\$36.50	\$102,017.50
A22	6" Ø X 45° D.I., M.J. BEND	2	EA	\$5,500.00	\$11,000.00	\$1,024.00	\$2,048.00	\$1,473.00	\$2,946.00
A23	6" Ø X 90° D.I., M.J. BEND	1	EA	\$5,000.00	\$5,000.00	\$1,066.00	\$1,066.00	\$1,550.40	\$1,550.40
A24	LIFT STATION ASSEMBLY	1	EA	\$270,000.00	\$270,000.00	\$325,965.00	\$325,965.00	\$273,150.00	\$273,150.00
A25	4' Ø FIBERGLASS SANITARY SEWER MANHOLE	5	EA	\$21,000.00	\$105,000.00	\$17,456.00	\$87,280.00	\$11,451.25	\$57,256.25
A26	12" Ø STEEL CASING BORE 1/4" THICKNESS W/ PIPE VENT	307	LF	\$450.00	\$138,150.00	\$195.00	\$59,865.00	\$185.00	\$56,795.00
A27	2" AIR RELEASE VALVE W/4' Ø FIBERGLASS SS MANHOLE	1	EA	\$22,000.00	\$22,000.00	\$16,445.00	\$16,445.00	\$19,690.00	\$19,690.00
A28	12" Ø SANITARY SEWER LINE PVC SDR-26	840	LF	\$77.00	\$64,680.00	\$105.00	\$88,200.00	\$72.90	\$61,236.00
A29	20" Ø STEEL CASING BORE 1/4" THICKNESS W/PIPE VENT	135	LF	\$550.00	\$74,250.00	\$325.00	\$43,875.00	\$250.00	\$33,750.00
A30	GRAVEL DRIVEWAY REPAIR	10	SY	\$400.00	\$4,000.00	\$45.00	\$450.00	\$200.00	\$2,000.00
A31	8" Ø CIPP SANITARY SEWER LINE	729	LF	\$75.00	\$54,675.00	\$107.00	\$78,003.00	\$79.32	\$57,824.28
A32	12" Ø CIPP SANITARY SEWER LINE	3100	LF	\$85.00	\$263,500.00	\$125.00	\$387,500.00	\$89.92	\$278,752.00
A33	18" Ø CIPP SANITARY SEWER LINE	3339	LF	\$185.00	\$617,715.00	\$180.00	\$601,020.00	\$191.63	\$639,852.57
A35	6" Ø CIPP SANITARY SEWER LINE	309	LF	\$100.00	\$30,900.00	\$180.00	\$55,620.00	\$69.53	\$21,484.77
A36	GENERATOR (62.5 Kva)	1	EA	\$36,000.00	\$36,000.00	\$89,340.00	\$89,340.00	\$46,250.00	\$46,250.00



P.O.Box 84, Kingsville, TX 78364  
 (361) 592-9593 Fax (361) 595-0998  
 E-mail: dhubertco@sbcglobal.net

June 10, 2026

City of Kingsville  
 Kingsville, Texas 78363

Attn: Martin Medrano

Re: Change Order Request #6  
 Sewer Pipe Dimension Revisions  
 GLO SS Project 1- 14<sup>th</sup> Street Sanitary Sewer Improvements  
 City of Kingsville, Texas

Mr. Medrano:

Donald Hubert Const. Co. Inc. respectfully submits the following Change Order Request #6 for the following sewer main dimension revisions (planned pipe size vs actual pipe size):

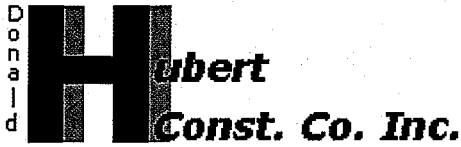
Lee Street	LF	Deduct	Add	Price Change
Manhole 25-26	309'	6" (\$69.53)	8" (\$79.32)	+ \$3,025.11
Manhole 26-27	577'	18" (\$191.63)	8" (\$79.32)	-\$64,802.87
Manhole 27-28	366'	18" (\$191.63)	24" (\$404.25)	+\$77,818.92
Manhole 28-29	24'	18" (\$191.63)	24" (\$404.25)	+\$5,102.88
Manhole 29-30	361'	18" (\$191.63)	24" (\$404.25)	+\$76,755.82
Manhole 30-31	17'	18" (\$191.63)	24" (\$404.25)	+\$3,614.54
<b>TOTAL</b>				<b>\$101,514.40</b>

**Total Change Order #6: \$101,514.40**

If you should have any questions, please call Donnie Hubert at (361)592-9593 or mobile at (361)675-0558.

Thank you,

Donald Hubert  
 President  
 Donald Hubert Const. Co. Inc.



P.O.Box 84, Kingsville, TX 78364  
(361) 592-9593 Fax (361) 595-0998  
E-mail: dhubertco@sbcglobal.net

June 25, 2026

City of Kingsville  
Kingsville, Texas 78363

Attn: Martin Medrano

Re: Change Order Request #7  
Add 3 Strands of 4pt Barb Wire  
Remove & Replace 4 ea. Manhole Ring & Covers  
GLO SS Project 1- 14<sup>th</sup> Street Sanitary Sewer Improvements  
City of Kingsville, Texas

Mr. Medrano:

Donald Hubert Const. Co. Inc. respectfully submits the following Change Order Request #7 to complete the following work:

Fencing.....\$5,720.00  
Install 3 strands of 4pt. barb wire  
Weld 7 x 16" extensions to all ends posts to accommodate brace bands  
Treat all welds.  
Install 45-degree barb wire arms on all line posts.

Manhole Ring & Covers.....@ \$7,000.00/per manhole.....\$28,000.00  
Remove & replace 4 ea. manhole ring/covers/concrete rings  
MH 30, MH 29, MH 17, MH 5

**Total Change Order #7: \$33,720.00**

If you should have any questions, please call Donnie Hubert at (361)592-9593 or mobile at (361)675-0558.

Thank you,

Donald Hubert  
President  
Donald Hubert Const. Co. Inc.

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

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER #6 TO THE CONSTRUCTION CONTRACT WITH DONALD HUBERT CONSTRUCTION CO. FOR THE GLO CDBG-MIT CONTRACT 22-082-016-D218 PROJECT 1: 14<sup>TH</sup> STREET SANITARY SEWER IMPROVEMENTS PROJECT; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville (City) intends to make some sanitary sewer improvements through a General Land Office (GLO) Community Development Block Grant (CDBG) -Mitigation (MIT) program via Contract No. 22-082-016-D218 for Project 1: 14<sup>th</sup> Street Sanitary Sewer Improvements and went out for bids via BID #24-09 which was advertised in 2024;

**WHEREAS**, the three bids were received on April 18, 2024 responsive to BID #24-09 and after reviewing the bid submittals staff and the outside engineer (ICE) recommended the bid be awarded to the low bidder, which was Donald Hubert Construction Co. from Kingsville, Texas (vendor);

**WHEREAS**, the City awarded BID#24-09 to Vendor at a Commission meeting on August 26, 2024 for a total amount of \$2,593,299.15;

**WHEREAS**, the contract could not be executed because the amendment included revisions to this particular project site and the state contract amendment was not able to be fully executed until January 31, 2025;

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

**WHEREAS**, the City and Vendor worked to prepare a construction contract that was approved by City Commission on April 14, 2025 via Resolution #2025-38 for GLO CDBG-MIT Contract No. 22-082-016-D218 Project 1: 14<sup>th</sup> Street Sanitary Sewer Improvements for the base bid (\$2,523,299.15) and for alternates nos. 1& 2 (\$70,000.00), which together total an amount of \$2,593,299.15 with a contract time of 240 calendar days;

**WHEREAS**, the Change Order No.1 did three things (1) substituted approximately 600 LF of 12" PVC gravity sanitary sewer line with 6" PVC sanitary sewer force main with all appurtenances such as pipe encasement and sanitary sewer manholes, (2) relocated the driveway location for the lift station at the request of the Texas Department of Transportation, and (3) updated the HUD-4010 Federal Labor Standards Provisions documents to the most current

version, which resulted in a contract price decrease of \$36,414.70 and no change in the contract time;

**WHEREAS**, the City Commission via Resolution #2025-67 on July 14, 2025 approved Change Order #1 to the construction contract with Vendor for a new total contract amount of \$2,556,884.45 and the same contract time of 240 calendar days;

**WHEREAS**, the City Commission via Resolution #2025-99 on December 8, 2025 approved Change Order #2 (adding \$11,860.00 and 90 calendar days) to the construction contract with Vendor for a new total contract amount of \$2,568,744.45 and a new contract time of 330 calendar days;

**WHEREAS**, the proposed Change Order No.3 was necessary due to an unforeseen issue during construction regarding an electrical service connection expense at the lift station from the transmission provider, which resulted in a contract price increase of \$3,554.45 and no change in the contract time;

**WHEREAS**, staff recommended and the City Commission approved Change Order #3 for the construction contract with Vendor as presented for a new total amount of \$2,572,298.90 and the same contract time of 330 calendar days via Resolution #2026-10 at a meeting on February 09, 2026;

**WHEREAS**, the proposed Change Order No.4 was necessary due to an unforeseen issue during construction including manufacturing of the lift station and of two (2) manholes for the project, which resulted in a \$6,746.00 increase in the contract price and an increase of 60 calendar days;

**WHEREAS**, staff recommended and the City Commission approved Change Order #4 for the construction contract with Vendor as presented for a new total amount of \$2,579,044.90 and a new total contract time of 390 calendar days via Resolution #2026-39 at a meeting on March 23, 2026;

**WHEREAS**, the proposed Change Order No.5 was necessary due to an unforeseen issue during construction including manufacturing of the lift station, the electrical supply needed for the motor control cooling unit, back up generator battery charger and related appurtenances, which resulted in a \$9,926.40 increase in the contract price and an increase of 35 calendar days;

**WHEREAS**, staff recommended and the City Commission approved Change Order #5 for the construction contract with Vendor as presented for a new total amount of \$2,588,971.30 and a new total contract time of 425 calendar days via Resolution #2026-55 at a meeting on May 26, 2026;

**WHEREAS**, the proposed Change Order No.6 is necessary due to unforeseen issue during construction including additional rehabilitation of manholes and

CIPP (cast in place pipe) sanitary sewer line items, which results in a \$534.24 increase in the contract price but due to a prior contract price decrease the overall amount is an original contract decrease of 0.15% and an increase of 35 calendar days;

**WHEREAS**, staff is recommending the City Commission approve Change Order #6 for the construction contract with Vendor as presented for a new total amount of \$2,589,505.54 and a new total contract time of 460 calendar days;

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

I.

**THAT** the City Commission approves and the City Manager is authorized and directed as an act of the City of Kingsville, Texas to execute Change Order #6 to the Construction Contract between the City of Kingsville, Texas and Donald Hubert Construction Co. for General Land Office (GLO) Community Development Block Grant (CDBG) -Mitigation (MIT) program via Contract No. 22-082-016-D218 for Project 1: 14<sup>th</sup> Street Sanitary Sewer Improvements Project as per staff recommendation and in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

**PASSED AND APPROVED** by a majority vote of the City Commission on the \_\_\_\_\_ 13th day of July, 2026.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



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

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

Subrecipient:  GLO Contract Number:  Date:

<b>Engineer Name Address &amp; Phone</b> International Consulting Engineers 261 Saratoga Blvd. Corpus Christi, TX 78417 361-826-5805	<b>Subrecipient Name, Address, &amp; Phone Number:</b> City of Kingsville 400 W. King Ave. Kingsville, TX 78363 361-595-8040	<b>Contractor Name, Address &amp; Phone Number:</b> Donald Hubert Construction Co., Inc. P.O. Box 84 Kingsville, TX 78363 361-592-9593
--	--	--

Project #:  Bid Package #:  Change Order #:

Contract Origination Date:  Project Description:

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

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Schedule etc.	Decrease in Contract Price	Increase in Contract Price
	ADDITIONAL 35 DAYS ADDED TO CONSTRUCTION CONTRACT TIME		
B2	MANHOLE RING AND COVER, \$4,500/EA, +4 EA		\$18,000.00
C02-1	DEMO RING AND COVER, \$1,200/EA, +4 EA		\$4,800.00
C02-2	MANHOLE CONCRETE COLLAR, \$1,300/EA, +4 EA		\$5,200.00
A32	12"Ø CIPP SANITARY SEWER LINE, \$89.92/LF, -1498 LF	134700.16	
A33	18"Ø CIPP SANITARY SEWER LINE, \$191.63/LF, -1345 LF	257,742.35	
C06-1	24"Ø CIPP SANITARY SEWER LINE, \$404.25/LF, +768		310,464.00
A35	6"Ø CIPP SANITARY SEWER LINE, \$69.53/LF, -309 LF	21,484.77	
A31	8"Ø CIPP SANITARY SEWER LINE, \$79.32/LF, +886 LF		70277.52
C06-2	BARBED WIRE SECURITY FENCING, \$5,720/LS, +1 LS		5720

See sheet 2 to add additional entries

**Change in Construction Contract Price**

Original Contract Price:	2,593,299.15
Cumulative Previous Change Order(s) Total:	-4,327.85
Contract Price Prior to this Change Order:	2,588,971.30
Net Increase/Decrease of this Change Order:	534.24

**Change in Contract Time (Calendar Days)**

Original Contract Time in Days:	240
Net Change from Previous Change Order(s) in Days:	185
Contract Time Prior to this Change Order in Days:	425
Net Increase/Decrease of this Change Order in Days:	35



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

Contract Price with All Approved Change Orders:	2,589,505.54	Contract Time with All Approved Change Orders in Days:	460
Cumulative Percent Change in Contract Price (+/-)	-0.15%	Subrecipient Contract End Date:	1/31/2027
Construction Contract Start Date:	5/5/2025	Construction Contract End Date:	8/8/2026

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

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

Subrecipient Signature	Engineer Signature	Contractor Signature
Charlie L. Sosa, City Manager	Julio A. Macias, P.E., Project Engineer	Donald W. Hubert, President
Subrecipient Name and Title (Printed)	Engineer Name and Title (Printed)	Contractor Name and Title (Printed)
Subrecipient Signature	Engineer Signature	Contractor Signature

Justification for Change Order

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

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

Total  LMI

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

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

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

If "no", explain:

CO 6-1 due to 24" sanitary sewer lines discovered during CCTV inspection in lieu of 18" lines. CO 6-2 due to required barbed wire atop security fence

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

If "yes", is an environmental assessment required?



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

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

If "no", explain:

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

# **AGENDA ITEM #15**

TO: Mayor and City Commissioners  
CC: Charlie Sosa, City Manager  
FROM: Charlie Cardenas City Engineer/ ICE Engineering  
DATE: June 30, 2026  
SUBJECT: Consider Approving Change Order No. 6 Bid No. 24-19 for the General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Contract No. 22-085-009-D237 Project 2 – 19<sup>th</sup> Street Improvements

**Purpose:**

Consider approving Change Order No. 6 (CO-6) for the General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Contract No. 22-085-009-D237. CO-6 is to increase the contract amount by \$29,475.00 and contract time by **60 calendar days**.

This change order addresses unforeseen issues during construction, including tie-in of unknown additional water lines to the main line and necessary isolation valves. As a result, additional materials and time are needed to finalize construction. Additionally, outfall modifications and related appurtenances. The adjusted completion date was July 16, 2026 and is now September 14, 2026.

**Summary:**

GLO Change Order No. 6 – Construction Cost and Contract Time

<u>Description</u>	<u>Calendar Days</u>
Time extension R.S. Parker contract	60
Water line tie-ins and isolation valves	\$29,475.00

**Background:**

As part of the GLO CDBG-MIT Hurricane Harvey State Mitigation Competition grant. Project 2 – 19<sup>th</sup> Street Drainage Improvements is a critical component of the city's infrastructure upgrades.

This project includes the installation of box culverts along 19<sup>th</sup> Street from Kenedy Ave. to Tranquitas Creek, junction boxes, and related appurtenances.

**Financial Impact:**

The cost of CO-6 is \$29,475.00 (Fund 122) which is grant funded.

**Recommendation:**

Staff recommends approving Change Order No. 6 for CDBG-MIT GLO Contract No. 22-085-009-D237 – Project 2 (19<sup>th</sup> Street Drainage Improvements) in the amount of \$29,475 and the increase of 60 calendar days.

**Attachments:**

- Project 2 GLO Change Order No. 6
- Engineer's recommendation



June 26, 2026

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

Re: **CDBG-MIT GLO Contract No. 22-085-009-D237 Project 2, (City of Kingsville Bid No. 24-19) – ICE CO 6 Recommendation**

Dear Mr. Cardenas,

This memorandum is in reference to ICE's recommendation to Change Order #6, in the amount of \$29,475.00. This Change Order addresses the proposed items for proper service connections, tie-ins, and a 60-day extension to the construction contract time.

Additionally, during the waterline relocation the contractor came across utility lines that differed from their location on the plans. New tee's and a 2" PVC service line are being proposed for the increase in work. Moreover, the additional valves were requested by the city at each tie-in point. Which is a necessity for a complete waterline relocation. At the engineer's request, a wingwall must be added to the outfall structure in order for it to maintain structural integrity against the elements out in the field. Items CO6-1, CO6-2, and CO6-3 have been justified by ICE and concluded to be acceptable.

The construction contract end date will be extended from the previous date of July 16, 2026 to September 14, 2026.

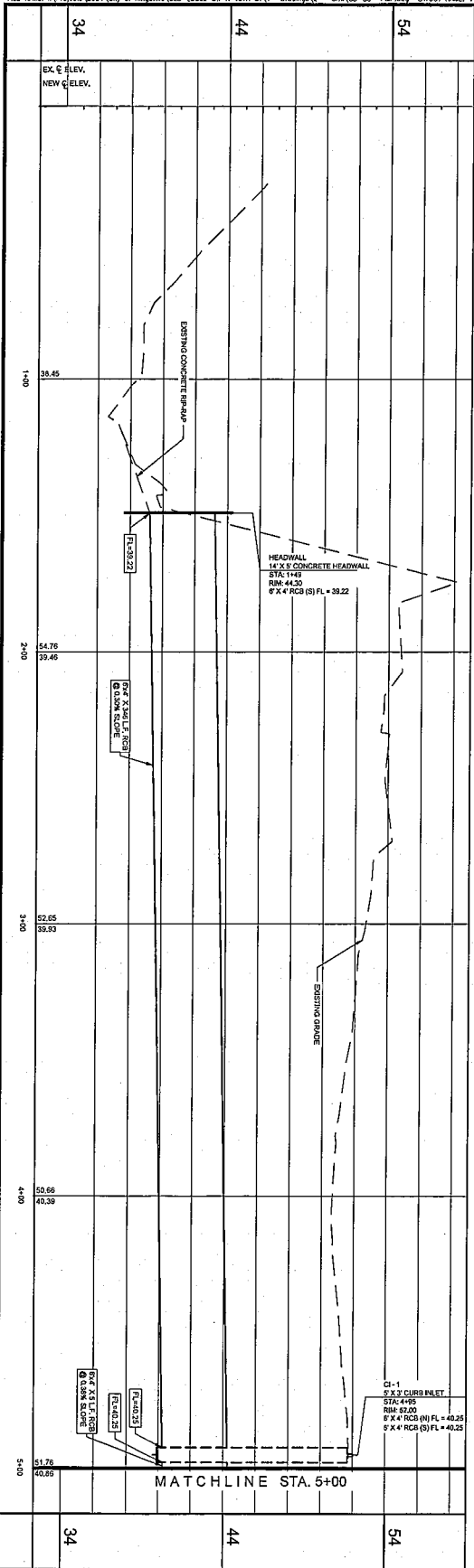
This Change Order 6, along with Change Orders 1, 2, 3, 4, and 5 will increase the original contract amount of \$1,630,804.89 by approximately 9.10%, which falls within the 25% allowance per the GLO contract. The adjusted contract amount with this change order will be \$1,779,243.96.

Therefore, it is ICE's recommendation to approve Change Order #6. The City of Kingsville has the final decision to approve/not approve change orders. If you have any questions or need additional information, please contact me at (361) 826-5805 or [julio@icengineers.net](mailto:julio@icengineers.net)


Sincerely,

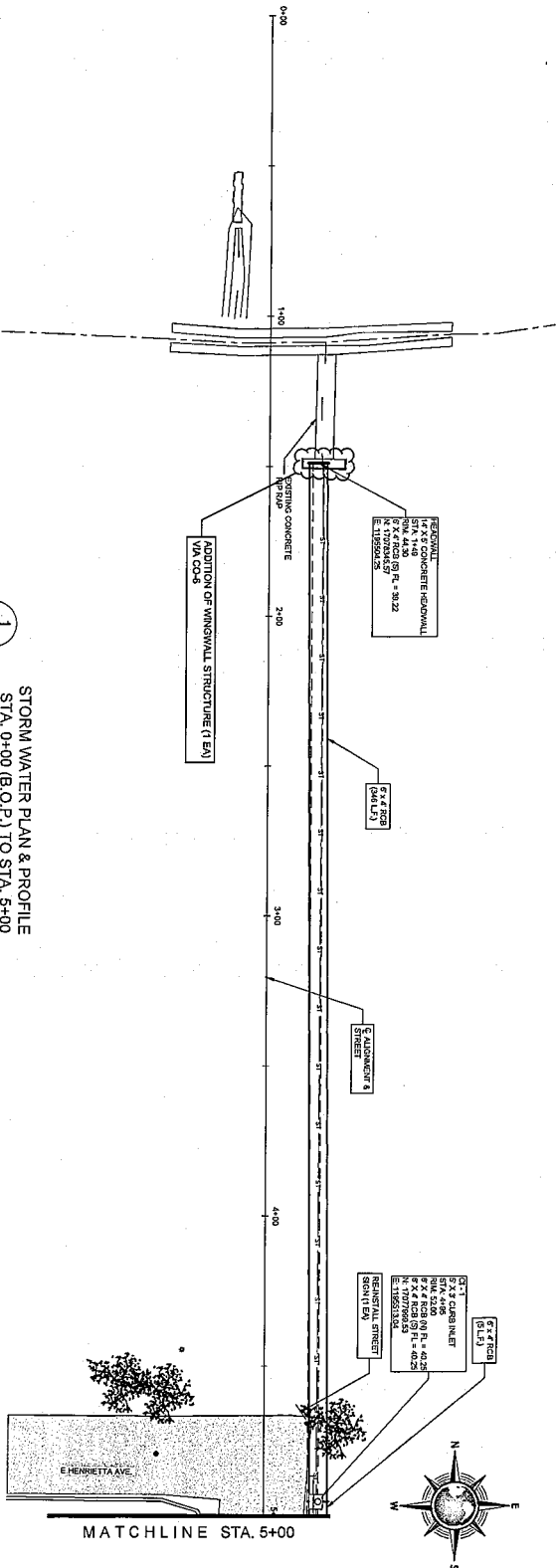
A handwritten signature in black ink that reads "Julio A. Macias, P.E." The signature is written in a cursive style.




Julio A. Macias, P.E.  
Project Engineer



SHEET QUANTITIES SUMMARY			
ITEM	DESCRIPTION	UNIT	QUANTITY
AV1	6' x 4' RCB	LF	581
AV2	CONCRETE	EA	1
AV3	HEADWALL	EA	1
AV4	HEADWALL STREET SON	EA	1


  
 SCALE: HORIZ. 1"=20'; VERT. 1"=2' (FULL SIZE SHEETS)
   
 SCALE: HORIZ. 1"=40'; VERT. 1"=4' (HALF SIZE SHEETS)



REVISION NO.    DATE    BY    DESCRIPTION											
<b>CITY OF KINGSVILLE GLO SW PROJECT 2</b> <b>(N. 19TH ST.) STORM WATER IMPROVEMENTS</b> KINGSVILLE, KLEBERG COUNTY, TEXAS				<b>STORMWATER PLAN &amp; PROFILE</b> STA. 0+00 (B.O.P.) TO STA. 5+00							CONSULTANT'S SHEET PROJECT NO. 2107-018 08/12/2024

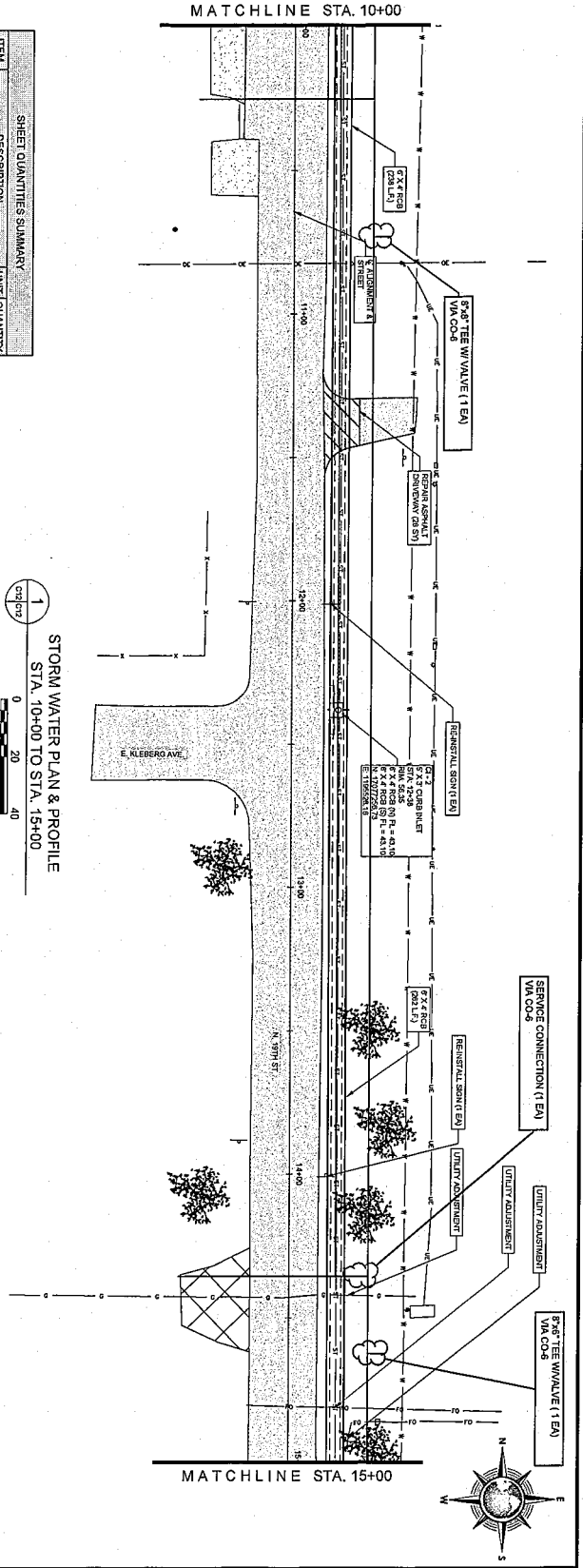
DRAWING NO. **C10**  
 SHEET **11** of **39**

40	50	60
EX. ELEV. NEW ELEV.	MATCHLINE STA. 10+00	
58.13 43.24		
10+00		
11+00		
56.08 43.53		
12+00		
55.81 44.53		
13+00		
55.86 45.16		
14+00		
56.09 45.73		
15+00		
56.45 46.31		
40	50	60
MATCHLINE STA. 15+00		

**SHEET QUANTITIES SUMMARY**

ITEM	DESCRIPTION	UNIT	QUANTITY
1	CONCRETE	CY	25
2	STEEL	TON	2.0
3	PIPE	LINEAL FT.	1500
4	VALVE	EA	2
5	MANHOLE	EA	2

**1**  
**STORM WATER PLAN & PROFILE**  
 STA. 10+00 TO STA. 15+00  
 SCALE: HORIZ. 1"=50' VERT. 1"=2' (FULL SIZE SHEETS)  
 SCALE: HORIZ. 1"=40' VERT. 1"=4' (HALF SIZE SHEETS)



REVISION NO.	DATE	BY	DESCRIPTION	REVISION NO.	DATE	BY	DESCRIPTION

**CITY OF KINGSVILLE GLO SW PROJECT 2**  
**(N. 19TH ST.) STORM WATER IMPROVEMENTS**  
 KINGSVILLE, KLEBERG COUNTY, TEXAS

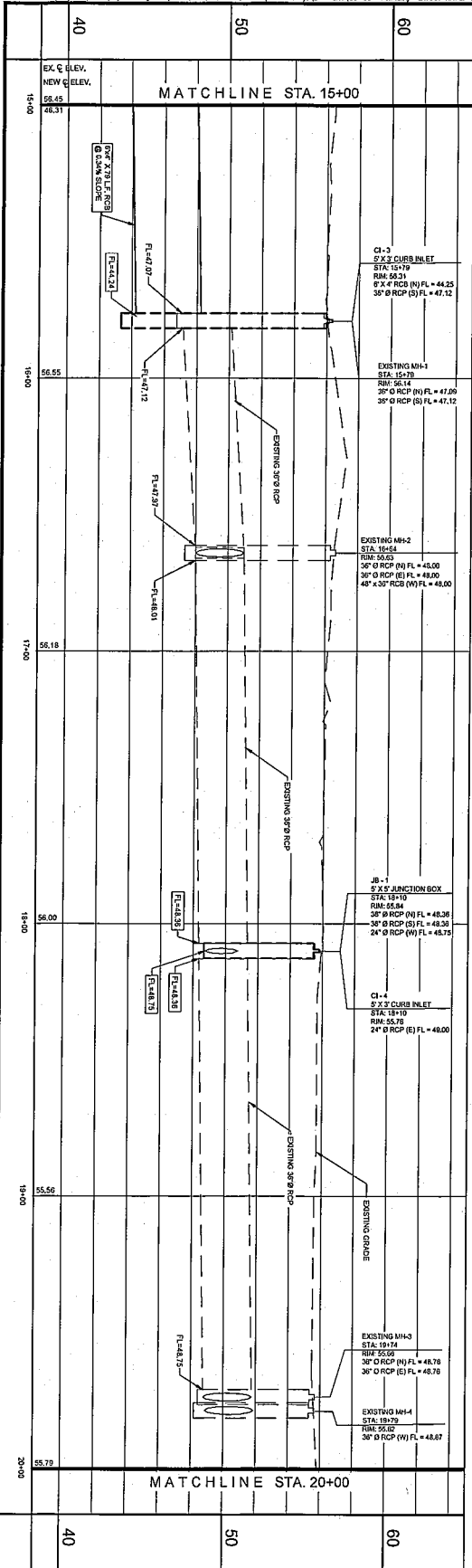
STORMWATER PLAN & PROFILE STA. 10+00 TO STA. 15+00

**ICE**  
 INTERNATIONAL CONSULTING ENGINEERS  
 214 S. BARRINGTON BLVD.  
 CORPUS CHRISTI, TX 78411  
 T&E.F. FIRM REGISTRATION #F-10837

CONSULTANT'S SHEET  
 PROJECT NO. 21007-01B  
 08/12/2024

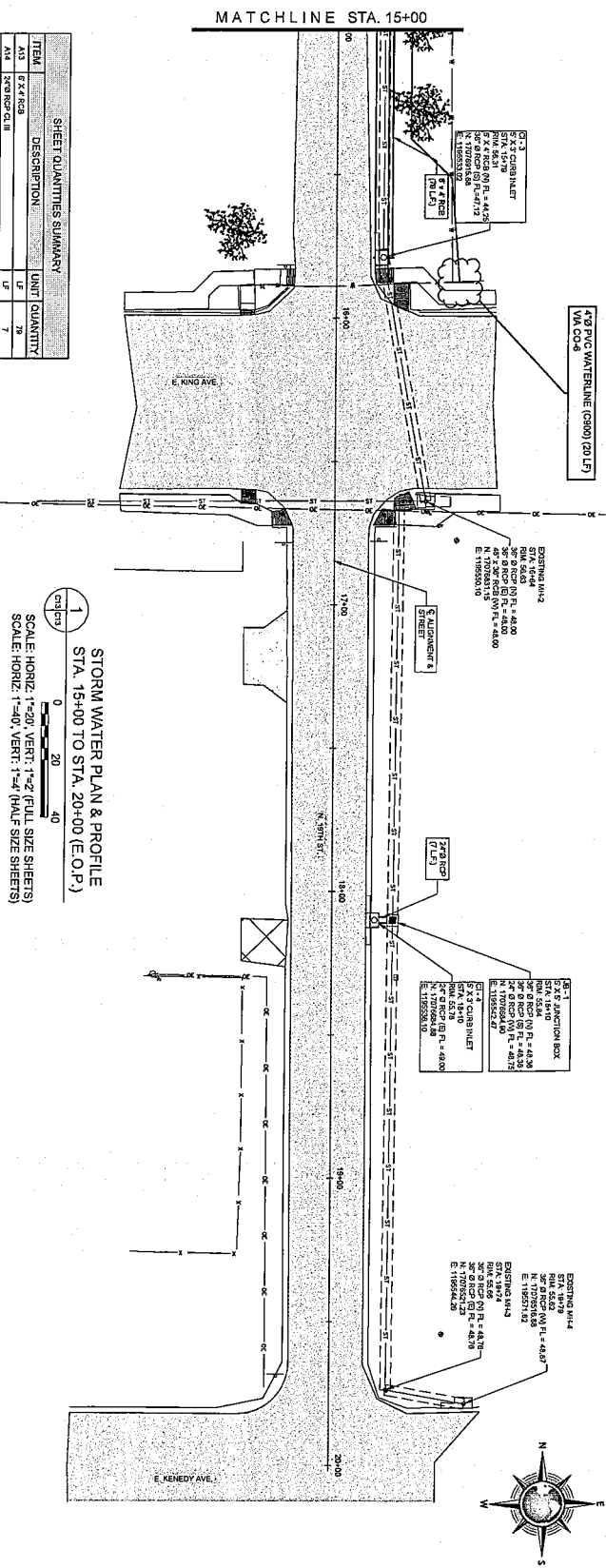
DRAWING NO. **C12**

SHEET 13 of 39



**SHEET QUANTITIES SUMMARY**

ITEM	DESCRIPTION	UNIT	QUANTITY
A13	6\"/>		



**1**  
**STORM WATER PLAN & PROFILE**  
 STA. 15+00 TO STA. 20+00 (E.O.P.)  
 SCALE: HORIZ. 1"=20'; VERT. 1"=2' (FULL SIZE SHEETS)  
 SCALE: HORIZ. 1"=40'; VERT. 1"=4' (HALF SIZE SHEETS)

REVISION NO. DATE BY DESCRIPTION SHEET 14 of 39 DRAWING NO. C13	<b>CITY OF KINGSVILLE GLO SW PROJECT 2                  (N. 19TH ST.) STORM WATER IMPROVEMENTS</b> KINGSVILLE, KLEBERG COUNTY, TEXAS  <b>STORMWATER PLAN &amp; PROFILE                  STA. 15+00 TO STA. 20+00 (E.O.P.)</b>	 <b>ICE</b> INTERNATIONAL CONSULTING ENGINEERS PHONE: 817.624.8008 FAX: 817.624.8004 400 W. CONGRESS ST., 75741 I.B.P.E. FIRM REGISTRATION #F-10837	 CONSULTANT'S SHEET PROJECT NO. 21107-018 08/12/2024
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### Bid Item Averages

Bidder Rank filter needs to be set for "Low Bidder" to see low bid prices for change order justification.

Date Date: 6/26/2026 6:31:34 AM

Filters:		Adjust filters to refine your analysis of bid item average costs.					Use Qty Filter:		Enter Min Qty		Enter Max Qty		Show Chart	
Standard Specification Code							NO		0		16,613,560			
Bid Item		BID CODE	BID_ITEM_DSCR	MS_UNIT	Min. Bid Item Qty	Max. Bid Item Qty	Weighted Avg Unit Price	Min. Unit Price	Max. Unit Price	Std. dev. of Unit Price	Total Sum Bid Quantities	Distinct CCSJ		
(All)		7087-7009	CARRIER PIPE (12") BORE OR TUNNEL	LF	1,075.0	1,075.0	\$95.00	\$95.00	\$95.00		1,075.0	1		
Actual Let Date Range														
Last 3 months		7087-7010	GATE VALVE W BOX (4")	EA	1.0	1.0	\$1,630.00	\$1,630.00	\$1,630.00		1.0	1		
Bidder Rank														
Low Bidder		<del>7087-7011</del>	<del>GATE VALVE W BOX (6")</del>	<del>EA</del>	<del>1.0</del>	<del>1.0</del>	<del>\$1,740.00</del>	<del>\$1,740.00</del>	<del>\$1,740.00</del>		<del>1.0</del>	<del>1</del>		
District														
(All)		<del>7087-7012</del>	<del>GATE VALVE W BOX (8")</del>	<del>EA</del>	<del>1.0</del>	<del>1.0</del>	<del>\$2,400.00</del>	<del>\$2,400.00</del>	<del>\$2,400.00</del>		<del>1.0</del>	<del>1</del>		
County														
(All)		7087-7013	GATE VALVE W BOX (12")	EA	12.0	12.0	\$4,200.00	\$4,200.00	\$4,200.00		12.0	1		
Project Classification														
(All)		7087-7014	GATE VALVE W BOX (16")	EA	1.0	1.0	\$9,700.00	\$9,700.00	\$9,700.00		1.0	1		
Vendors (Select to Exclude)														
(All)		7087-7015	GROUT ABANDONMENT WATER MAIN (4")	LF	127.0	127.0	\$37.00	\$37.00	\$37.00		127.0	1		
Project Size														
(All)		7087-7016	GROUT ABANDONMENT WATER MAIN (12")	LF	36.0	36.0	\$45.00	\$45.00	\$45.00		36.0	1		
Project Type														
(All)		7087-7017	REMOVE EXIST WATER LINE (4")	LF	486.0	486.0	\$21.00	\$21.00	\$21.00		486.0	1		
		7087-7018	REMOVE EXIST WATER LINE (6")	LF	255.0	255.0	\$21.00	\$21.00	\$21.00		255.0	1		



### Bid Item Averages

Bidder Rank filter needs to be set for "Low Bidder" to see low bid prices for change order justification.

Date Date: 6/26/2026 6:31:34 AM

Filters:		Adjust filters to refine your analysis of bid item average costs.					Use Qty Filter:		Enter Min Qty		Enter Max Qty		Show Chart	
Standard Specification Code							NO		0		16,613,560			
Bid Item		BID CODE	BID_ITEM_DSCR	MS_UNIT	Min. Bid Item Qty	Max. Bid Item Qty	Weighted Avg Unit Price	Min. Unit Price	Max. Unit Price	Std. dev. of Unit Price	Total Sum Bid Quantities	Distinct CCSJ		
(All)		7087-7023	CUT-IN TEE (COMPLETE)(8"x8")	EA	1.0	1.0	\$8,000.00	\$8,000.00	\$8,000.00		1.0	1		
Actual Let Date Range														
Last 3 months		7087-7024	WATER (TIE-IN)(COMPL) (4")	EA	1.0	1.0	\$4,100.00	\$4,100.00	\$4,100.00		1.0	1		
Bidder Rank														
Low Bidder		7087-7025	WATER (TIE-IN)(COMPL) (6")	EA	1.0	1.0	\$4,700.00	\$4,700.00	\$4,700.00		1.0	1		
District														
(All)		<del>7087-7026</del>	<del>WATER (TIE-IN)(COMPL) (8")</del>	<del>EA</del>	<del>1.0</del>	<del>1.0</del>	<del>\$5,800.00</del>	<del>\$5,800.00</del>	<del>\$5,800.00</del>		<del>1.0</del>	<del>1</del>		
County														
(All)		7087-7027	WATER (TIE-IN)(COMPL) (12")	EA	9.0	9.0	\$7,200.00	\$7,200.00	\$7,200.00		9.0	1		
Project Classification														
(All)		7087-7028	WATER (TIE-IN)(COMPL) (16")	EA	1.0	1.0	\$7,900.00	\$7,900.00	\$7,900.00		1.0	1		
Vendors (Select to Exclude)														
(All)		7087-7029	TRENCH EXCAVATION PROTECTION	LF	7,609.0	7,609.0	\$4.90	\$4.90	\$4.90		7,609.0	1		
Project Size														
(All)		7087-7030	HYDROSTATIC PRESSURE TEST	EA	9.0	9.0	\$3,000.00	\$3,000.00	\$3,000.00		9.0	1		
Project Type														
(All)		7087-7031	RELAY SHORT SERVICE (3/4")	EA	21.0	21.0	\$2,200.00	\$2,200.00	\$2,200.00		21.0	1		
		7087-7032	RELAY SHORT SERVICE (1")	EA	1.0	1.0	\$2,500.00	\$2,500.00	\$2,500.00		1.0	1		

R.S. Parker Construction LLC  
 455 Hereford Rd.  
 Corpus Christi, TX 78408  
 361-289-0222 FAX 361-289-2413

# Subcontractor Proposal

Project Name: GLO Kingsville Project 2 - N 19th St

Date: 6/15/2026

Description of Work: Waterline Repair Additional Work

By: Rodney & Derek Parker  
 HUB# 1943428306500

Item No.	Item QTY	Unit	Unit Price	Item Cost	Subtotals
Item				-	Part A 24,529.50
Repair 4" WL	20	LF	23.00	460.00	
Tees	2	EA	1,167.25	2,334.50	
Valves	4	EA	2,300.00	9,200.00	
Connections	2	EA	5,175.00	10,350.00	
Saddle	1	EA	1,725.00	1,725.00	
2" Service	20	LF	23.00	460.00	
-					
-					
-					
-					
-					
-					
Total				\$	24,529.50

R.S. Parker Construction LLC  
 455 Hereford Rd.  
 Corpus Christi, TX 78408  
 361-289-0222 FAX 361-289-2413

# Subcontractor Proposal

Project Name:

Date: 6/26/2026

GLO Kingsville Project 2 - N 19th St

Description of Work:

Headwall Additonal Work

By: Rodney & Derek Parker

HUB# 1943428306500

Description	Qty.	Unit	Labor Unit	Material Unit	Equip Unit	Combined Cost	Labor Cost	Material Cost	Cost	Total
Wing Wall Add On										
Additional Concrete	6	LF	75.00	150.00	75.00	300.00	450	900	450	1,800
Additional Rebar	6	LF	75.00	150.00	75.00	300.00	450	900	450	1,800
Additional Rip Rap	100	SF	2.00	3.00	2.00	7.00	200	300	200	700
						0.00	-	-	-	-
						0.00	-	-	-	-
						0.00	-	-	-	-
							-	-	-	-
<b>Items Not Inlcuded:</b>	<b>Material Testing, Bonds, Top Soil &amp; Landscaping</b>									
Subtotal							1,100	2,100	1,100	4,300
				oh&p	15%		-	-	-	-
							165.00	315.00	165.00	645.00
Total							1,265.00	2,415.00	1,265.00	4,945.00

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

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER #6 TO THE CONSTRUCTION CONTRACT WITH R.S. PARKER CONSTRUCTION LLC FOR THE GLO CDBG-MIT CONTRACT 22-085-009-D237 PROJECT 2: N. 19<sup>TH</sup> STREET- STORM WATER IMPROVEMENTS PROJECT; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville (City) intends to make some storm water improvements through a General Land Office (GLO) Community Development Block Grant (CDBG) -Mitigation (MIT) program via Contract No. 22-085-009-D237 Project 2: N. 19<sup>th</sup> Street- Storm Water Improvements Project and went out for bids via BID #24-19 which was advertised on August 22<sup>nd</sup> & 29<sup>th</sup>, 2024;

**WHEREAS**, three bids were received on September 17, 2024 responsive to BID #24-19 and after reviewing the bid submittals staff and the outside engineer (ICE) recommended the bid be awarded to the low bidder, which was R.S. Parker Construction LLC, from Corpus Christi, Texas (Vendor);

**WHEREAS**, the City awarded BID#24-19 to Vendor at a Commission meeting on October 15, 2024 for a total amount of \$1,630,804.89;

**WHEREAS**, the City and Vendor worked to prepare a contract for GLO CDBG-MIT Contract No. 22-085-009-D237 Project 2: N. 19<sup>th</sup> Street Storm Water Improvements Project; the parties both agreed to the terms of the proposed contract for a total amount of \$1,630,804.89 with a contract time of 180 calendar days, which was approved by City Commission on October 28, 2024 via Resolution #2024-85;

**WHEREAS**, the total award and the contract price showed a minor difference due to a clerical error so an increase of \$0.07 was proposed and 75 additional days were requested due to delays in receiving materials (reinforced concrete boxes) for the project that are beyond the control of the Vendor, and these changes were approved by City Commission on February 24, 2025 via Resolution #2025-24 authorizing Change Order No.1 for a new total contract price of \$1,630,804.96 and a new contract time of 255 calendar days;

**WHEREAS**, there were additional delays beyond the control of the Vendor for the delivery of the reinforced concrete boxes for this project so an additional 60 days was requested for the contract time period, and the wage schedule rate was changed from a highway classification to a heavy classification, which required Change Order No.2, which was approved by the City Commission via Resolution

#2025-48 on April 28, 2025, and resulted in no change to the total contract price of \$1,630,804.96 and a new contract time of 315 calendar days;

**WHEREAS**, there were unforeseen issues during construction, including utility adjustments with a conflict with the 6'x4' concrete box being constructed, that resulted in a change in design causing no price increase but a need for 90 additional contract days, so Change Order #3 to the construction contract was approved by City Commission via Resolution #2026-06 on January 12, 2026 for a total contract price of \$1,630,804.96 and a new total contract time of 405 calendar days;

**WHEREAS**, there were unforeseen issues during construction, including utility adjustments with a conflict with the 6'x4' concrete box being constructed that has been redesigned for a larger 7'x4' concrete box, that resulted in a price increase of \$17,250.00 and a need for 60 additional contract days, so Change Order #4 to the construction contract was approved by City Commission via Resolution #2026-11 on February 9, 2026 for a new total contract price of \$1,648,054.96 and a new total contract time of 465 calendar days;

**WHEREAS**, there were unforeseen issues during construction, including utility adjustments with a water line in direct conflict with the 6'x4' concrete box being constructed that resulted in a change in design and need to relocate the water line ten feet to the east, that resulted in a price increase of \$101,714.00 and a need for 95 additional contract days, so Change Order #5 to the construction contract was approved by City Commission via Resolution #2026-46 on April 27, 2026 for a new total contract price of \$1,749,768.96 and a new total contract time of 560 calendar days;

**WHEREAS**, there have been unforeseen issues during construction, including tie-in of unknown additional water lines to the main line and necessary isolation valves, that resulted in a price increase of \$29,475.00 and a need for 60 additional contract days;

**WHEREAS**, the unforeseen issues have resulted in a need for Change Order #6 that would result in a new total contract price of \$1,779,243.96 and a new total contract time of 620 calendar days;

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

I.

**THAT** the City Commission approves and the City Manager is authorized and directed as an act of the City of Kingsville, Texas to execute Change Order No.6 for the Construction Contract for General Land Office (GLO) Community Development Block Grant (CDBG) -Mitigation (MIT) program via Contract No. 22-085-009-D237 Project 2: N. 19<sup>th</sup> Street -Storm Water Improvements Project

between the City of Kingsville, Texas and R.S. Parker Construction LLC as per staff recommendation and in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

**PASSED AND APPROVED** by a majority vote of the City Commission on the  
13th day of July, 2026.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



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

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

Subrecipient:  GLO Contract Number:  Date:

Engineer Name Address & Phone	Subrecipient Name, Address, & Phone Number:	Contractor Name, Address & Phone Number:
International Consulting Engineers 261 Saratoga Blvd. Corpus Christi, TX 78417 361-826-5805	City of Kingsville 400 W. King Ave. Kingsville, TX 78363 361-595-8040	R.S. Parker Construction, LLC 455 Hereford Rd. Corpus Christi, TX 78408 361-289-0222

Project #:  Bid Package #:  Change Order #:

Contract Origination Date:  Project Description:

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

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Schedule etc.	Decrease in Contract Price	Increase in Contract Price
	ADDITIONAL 60 DAYS ADDED TO CONSTRUCTION CONTRACT		
C05-3	4"Ø PVC WATERLINE (C900), \$23.00/LF, +20 LF		460
C05-4	SERVICE CONNECTION, \$3,450.00/EA, +1 EA		3,450
C06-1	8"x8" TEE W/ VALVE, \$11,544.00/EA, +1 EA		11,544.00
C06-2	8"x6" TEE W/VALVE, \$9,076/EA, + 1 EA		9,076
C06-3	ADDITION OF WINGWALL STRUCTURE, \$4,945.00/EA, + 1 EA		4,945

*See sheet 2 to add additional entries*

**Change in Construction Contract Price**

**Change in Contract Time (Calendar Days)**

Original Contract Price:	<input type="text" value="1,630,804.89"/>
Cumulative Previous Change Order(s) Total:	<input type="text" value="118,964.07"/>
Contract Price Prior to this Change Order:	<input type="text" value="1,749,768.96"/>
Net Increase/Decrease of this Change Order:	<input type="text" value="29,475"/>

Original Contract Time in Days:	<input type="text" value="180"/>
Net Change from Previous Change Order(s) in Days	<input type="text" value="380"/>
Contract Time Prior to this Change Order in Days	<input type="text" value="560"/>
Net Increase/Decrease of this Change Order in Days:	<input type="text" value="60"/>



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

Contract Price with All Approved Change Orders:	1,779,243.96	Contract Time with All Approved Change Orders in Days:	620
Cumulative Percent Change in Contract Price (+/-)	9.10%	Subrecipient Contract End Date:	1/31/2027
Construction Contract Start Date:	1/2/2025	Construction Contract End Date:	9/14/2026

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

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

Subrecipient Signature	Engineer Signature	Contractor Signature
Charlie L. Sosa, City Manager	Julio A. Macias, P.E., Project Engineer	Rodney S. Parker, President
Subrecipient Name and Title (Printed)	Engineer Name and Title (Printed)	Contractor Name and Title (Printed)
Subrecipient Signature	Engineer Signature	Contractor Signature

**Justification for Change Order**

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

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

Total  LMI

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

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

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

If "no", explain:

Items CO6-1, CO6-2, and CO6-3 are new items that are required for proper connections and intergity of the outfall structure.

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

If "yes", is an environmental assessment required?



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

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

If "no", explain:

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

# **AGENDA ITEM #16**

TO: Mayor and City Commissioners

CC: Charlie Sosa, City Manager

FROM: Charlie Cardenas City Engineer/ ICE Engineering

DATE: June 30, 2026

SUBJECT: Consider Approving Change Order No. 5 Bid No. 25-13 for the General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Contract No. 22-085-009-D237 Project 10 – Armstrong Drainage Improvements

**Purpose:**

Consider approving Change Order No. 5 (CO-5) for the General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Contract No. 22-085-009-D237. CO-5 is to increase the contract time by **60 calendar days**.

This change order addresses unforeseen issues during construction, including rain delays and materials delivery. The adjusted completion date was July 17<sup>th</sup>, 2026 and is now September 15<sup>th</sup>, 2026.

**Summary:**

GLO Change Order No. 5 – Construction Cost and Contract Time

<u>Description</u>	<u>Calendar Days</u>
Time extension D&J Utility contract	60

**Background:**

As part of the GLO CDBG-MIT Hurricane Harvey State Mitigation Competition grant. Project 10 – Armstrong Drainage Improvements is a critical component of the city’s infrastructure upgrades. This project includes the installation of additional inlets along Armstrong Street from Corral Ave. to Santa Gertrudis St.

**Financial Impact:**

There is no cost to CO-5

**Recommendation:**

Staff recommends approving Change Order No. 5 for CDBG-MIT GLO Contract No. 22-085-009-D237 – Project 10 (Armstrong Drainage Improvements) for the increase of 60 calendar days.

**Attachments:**

- Project 10 GLO Change Order No. 5
- Engineer's recommendation



June 24, 2026

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

**Re: CDBG-MIT GLO Contract No. 22-085-009-D237 Project 10, (City of Kingsville Bid No. 25-13) – ICE CO 5 Recommendation**

Dear Mr. Cardenas,

This memorandum is in reference to ICE's recommendation to Change Order #5.

The Change Order is to add an additional 60 days to the construction contract time.

There is no cost associated with this Change Order #5. The construction contract end date will be extended from the original date of July 17, 2026 to September 15, 2026.

Therefore, it is ICE's recommendation to approve Change Order #5. The City of Kingsville has the final decision to approve/not approve change orders.

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

Sincerely,

Julio A. Macias, P.E.  
Project Engineer

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

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER #5 FOR THE CONSTRUCTION CONTRACT WITH D&J UTILITY SERVICES LLC FOR THE GLO CDBG-MIT CONTRACT 22-085-009-D237 PROJECT 10: N. ARMSTRONG AVE. STORM WATER IMPROVEMENTS PROJECT; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville (City) intends to make some storm water improvements through a General Land Office (GLO) Community Development Block Grant (CDBG) -Mitigation (MIT) Program via Contract #22-085-009-D237 Project 10: N. Armstrong Ave. Storm Water Improvements (from Corral Ave. to Santa Gertrudis Ave.) and went out for bids via Bid #25-13 which was advertised on February 13<sup>th</sup> & 20<sup>th</sup>, 2025;

**WHEREAS**, the three bids were received by the March 18, 2025 deadline that were responsive to Bid #25-13 and after reviewing the bid submittals staff and the outside engineer (ICE) recommended the bid be awarded to the low bidder, which was D&J Utility Services LLC, from Sinton, Texas (Vendor);

**WHEREAS**, the City awarded Bid#25-13 to Vendor at a Commission meeting on April 14, 2025 for a total amount of \$1,087,788.00 and 180 consecutive calendar days from the Notice to Proceed;

**WHEREAS**, the City and Vendor worked to prepare a contract for GLO CDBG-MIT Contract No. 22-085-009-D237 Project 10: N. Armstrong Ave. Storm Water Improvements and the parties both agree to the terms of the proposed contract for the base bid (\$489,440.00) and for alternate no. 1 (\$598,348.00), which together is a total amount of \$1,087,788.00 and 180 calendar days, and approved the contract on April 28, 2025 via Resolution #2025-47;

**WHEREAS**, on July 28, 2025 Resolution #2025-71 was approved for additional work to include traffic control upgrades for motorists and non-motorists be done to enhance public safety that resulted in an additional \$51,176.84 and 20 calendar days for a total amount of \$1,138,964.84 with a contract time of 200 calendar days;

**WHEREAS**, there were unforeseen issues during construction, including utility adjustments and working the university to limit construction during football season at Javelina Stadium which is adjacent to the worksite, so it was recommended that 90 additional workdays be added to the contract;

**WHEREAS**, staff recommended and the City Commission approved Change Order #2 for the construction contract with vendor as presented for a total amount of \$1,138,964.84 with a contract time of 290 calendar days via Resolution #2026-05 at a meeting on January 12, 2026;

**WHEREAS**, there were unforeseen issues during construction, including utility adjustments with a conflict with a waterline, causing construction, so it was recommended that 60 additional workdays be added to the contract;

**WHEREAS**, staff recommended and the City Commission approved Change Order #3 for the construction contract with vendor as presented for a total amount of \$1,138,964.84 with a contract time of 350 calendar days, which was approved via Resolution #2026-38 at a City Commission meeting on March 23, 2026;

**WHEREAS**, there were unforeseen issues during construction, including utility adjustments with a conflict with a waterline, which were later deemed abandoned but still caused delays in construction, so it was recommended that 60 additional workdays be added to the contract with no change in the contract price;

**WHEREAS**, staff recommended and the City Commission approved Change Order #4 for the construction contract with Vendor as presented for a total amount of \$1,138,964.84 with a contract time of 410 calendar days, which was approved via Resolution #2026-56 at a City Commission meeting on May 26, 2026;

**WHEREAS**, there have been unforeseen issues during construction, including rain delays and material delivery, so it is recommended that 60 additional workdays be added to the contract with no change in the contract price;

**WHEREAS**, staff is recommending the City Commission approve Change Order #5 for the construction contract with Vendor as presented for a total amount of \$1,138,964.84 with a contract time of 470 calendar days;

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

I.

**THAT** the City Commission of the City of Kingsville, Texas to approves and authorizes the City Manager to execute Change Order #5 for the Construction Contract for General Land Office (GLO) Community Development Block Grant (CDBG) -Mitigation (MIT) program via Contract No. 22-085-009-D237 Project 10: N. Armstrong Ave. Storm Water Improvements between the City of Kingsville, Texas and D&J Utility Services LLC, from Sinton, Texas as per staff recommendation and in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

**PASSED AND APPROVED** by a majority vote of the City Commission on the \_\_\_\_\_ 13th day of July, 2026.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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





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

Contract Price with All Approved Change Orders:	1,138,964.84	Contract Time with All Approved Change Orders in Days:	470
Cumulative Percent Change in Contract Price (+/-):	4.70%	Subrecipient Contract End Date:	1/31/2027
Construction Contract Start Date:	6/2/2025	Construction Contract End Date:	9/15/2026

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

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

Subrecipient Signature	Engineer Signature	Contractor Signature
Charlie Sosa, City Manager	Julio A. Macias, P.E., Project Engineer	David Flores, Jr., Managing Principal
Subrecipient Name and Title (Printed)	Engineer Name and Title (Printed)	Contractor Name and Title (Printed)
Subrecipient Signature	Engineer Signature	Contractor Signature

**Justification for Change Order**

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

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

Total  LMI

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

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

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

If "no", explain:

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

If "yes", is an environmental assessment required?



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

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

If "no", explain:

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# **AGENDA ITEM #17**

**City of Kingsville  
Engineering Dept.**

TO: Mayor and City Commissioners

CC: Charlie Sosa, City Manager

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

DATE: June 30, 2026

SUBJECT: Consider a Resolution authorizing Participation in the application for financial assistance from the Texas Water Development Board House Bill 500 (HB 500).

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**Summary:**

In 2025, the state of Texas 89<sup>th</sup> legislature passed House Bill 500 (HB 500) creating the Water Supply & Infrastructure Grant (WSIG) through the Texas Water Development Board (TWDB). On April 1 2026, the TWDB issued a call for Projects. The application is a two-step process. Step 1 submit a preliminary application (project information form, PIF) by May 1, 2026, including that the City of Kingsville is consistent with the Coastal Bend Regional Water Plan (Region N). Step 2 submit a detailed application by July 30, 2026. Once the PIF is approved are awarded the City would be notified in the fall of 2026 and placed on a Conditional Project List for anticipated funding 2027 of \$21M.

The project will be funded by the Texas Water Development Board (100%).

Eligible Project Activities Two new ground water wells, ground storage tanks, pump stations, pump houses, properties and pipelines. These locations are to be studied, verified and determined.

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

The TWDB is asking for the City to pass a resolution in support of this application with approved authorized representatives to follow with the appropriate TWDB forms.

**Financial Impact:**

There is no financial impact in submitting the application.



**City of Kingsville  
Engineering Dept.**

**Recommendation:**

Staff recommends a resolution in showing support to applying to the Texas Water Development Board HB 500 Water Supply and Infrastructure Grant (WSIG) Call for Projects.





### Application Affidavit

THE STATE OF TEXAS §  
COUNTY OF Kleberg §  
APPLICANT City of Kingsville §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Mayor Sam Fugate as the Authorized Representative of the City of Kingsville, who being by me duly sworn, upon oath says that:

1. The decision by the City of Kingsville Commission (authority, city, county, corporation, district) to request financial assistance from the Texas Water Development Board ("TWDB") was made in a public meeting held in accordance with the Open Meetings Act (Government Code, §551.001, et seq.) and after providing such notice as required by such Act as is applicable to the City (authority, city, county, corporation, district).

2. The information submitted in the application is true and correct according to my best knowledge and belief.

3. The City of Kingsville (authority, city, county, corporation, district) has no litigation or other proceedings pending or threatened against it that would materially adversely affect its financial condition or ability to issue debt.

4. The City of Kingsville (authority, city, county, corporation, district) has no pending, threatened, or outstanding judgments, orders, fines, penalties, taxes, assessment or other enforcement or compliance issue of any kind or nature by the Environmental Protection Agency, Texas Commission on Environmental Quality, Texas Comptroller, Texas Secretary of State, or any other federal, state or local government, except for the following (if no such outstanding compliance issues, write in "none"):

None

5. The City of Kingsville (authority, city, county, corporation, district) warrants compliance with the representations made in the application in the event that the TWDB provides the financial assistance.

6. The City of Kingsville (authority, city, county, corporation, district) is or will become in compliance with all of its material contracts.

7. The City of Kingsville (authority, city, county, corporation, district) will  
comply with all applicable federal laws, rules, and regulations as well as the laws of this state and the rules and  
regulations of the TWDB.

\_\_\_\_\_  
Official Representative

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

SWORN TO AND SUBSCRIBED BEFORE ME, by \_\_\_\_\_,  
on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(NOTARY'S SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

## Application Filing and Authorized Representative Resolution

A RESOLUTION by the City Commission of the City of Kingsville, TX requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith.

BE IT RESOLVED BY THE City Commission OF THE City of Kingsville, TX:

SECTION 1: That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed \$ 21 million to provide for the costs of \_\_\_\_\_.

SECTION 2: That \_\_\_\_\_ be and is hereby designated the authorized representative of the City of Kingsville, TX for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3: That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the City of Kingsville, TX before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: Don Gonzalez  
Estrada Hinojosa

Engineer: Isaac Huacuja, PE, CFM  
Garver LLC

Bond Counsel: Dan Martinez  
Winstead

PASSED AND APPROVED, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

(Seal)

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

**A RESOLUTION AUTHORIZING THE SUBMISSION OF STEP 2 OF AN APPLICATION TO THE TEXAS WATER DEVELOPMENT BOARD FOR WATER SUPPLY & INFRASTRUCTURE GRANT FUNDS FOR CITY WATER PROJECTS.**

**WHEREAS**, in 2025 the Texas Legislature passed HB 500 to create the Water Supply & Infrastructure Grant (WSIG) through the Texas Water Development Board (TWDB);

**WHEREAS**, on April 1, 2026, the TWDB issued a call for projects so that applications can be submitted via a two-step process with Step 1 being the submittal of a preliminary application (project information form) by May 1, 2026, and Step 2 being the submittal of a detailed application by July 30, 2026;

**WHEREAS**, all approved applications will be notified in the Fall of 2026 and placed on a Conditional Project List for anticipated funding in 2027, with the City's request being \$21 million;

**WHEREAS**, the City intends to seek funding for two new ground water wells, ground storage tanks, pump stations, pump houses, properties, and pipelines;

**WHEREAS**, if awarded, the project would be 100% funded by the Texas Water Development Board;

**WHEREAS**, the City Commission approved the submittal of a resolution for Step 1 of the two step process on April 27, 2026 via Resolution #2026-45;

**WHEREAS**, the City is now prepared to submit additional information via a new resolution for Step 2 of this grant application process.

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

I.

**THAT** the City Manager or designated representative is authorized to submit any necessary paperwork for Step 2 of the grant application process to the Texas Water Development Board for Water Supply & Infrastructure Grant moneys for the water supply improvements mentioned above, which are estimated to cost approximately \$21 million.

II.

**THAT** all proceeds from said grant including any matching grant amount from the City of Kingsville shall be administered in conformity with the grant application, the Award letter, and the approved Budget Summary.

III.

**THAT** the City Manager is hereby designated at the Authorized Official to accept, alter, or reject the grant.

IV.

**THAT** in the event of loss or misuse of funds, the City of Kingsville will return all funds to the Texas Water Development Board.

V.

**THAT** this Resolution shall be effective upon adoption.

**PASSED AND APPROVED** by a majority vote of the City Commission the 13th day of July, 2026.

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

**ATTEST:**

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

**APPROVED AS TO FORM**

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

# **AGENDA ITEM #18**



**City of Kingsville  
Finance Department**

---

TO: Mayor and City Commissioners

CC: Charlie Sosa, City Manager

FROM: Leticia Salinas, Interim Finance Director/Accounting Manager

DATE: June 17, 2026

SUBJECT: BA #35 - Request to roll end of year purchase order for items ordered or projects started in FY 24-25 that are expected to be received or completed in FY 25-26.

---

**Summary:**

At the end of each fiscal year, there are outstanding purchase orders that have been created and sent to vendors and due to various reasons, they remain outstanding.

**Background:**

All purchase orders that remain outstanding at the end of the fiscal year are reviewed to determine if the products are on order but have not been received or if the project has been started but not yet completed. If there are purchase orders in that state, the purchase order and the associated budget must both be rolled to the next fiscal year to cover the expenditure. During the budget process, it is not always known if items or projects are going to be received or completed by September 30, 2025. If allowances have not been made for this expenditure in the following fiscal year budget, a budget amendment must be submitted to cover the expenditure.

**Financial Impact:**

Rolled purchase orders will decrease the unappropriated fund balance of the corresponding fund by the following amounts:

- Fund 090- PO 250943-R1– South Drainage Project - \$385,984.00

Failure to roll forward the budgets for the rolled purchase orders will require current FY 25-26 budget appropriations to cover these costs and may result in shortages in current needs. The prior fiscal year's appropriations included these amounts and dropped to fund balance at the end of FY 24-25.

**Recommendation:**

Staff recommends the approval of the budget amendment for the rolled purchase order.



**CITY OF KINGSVILLE**

PO Box 1458  
Kingsville, TX 78364  
PH: (361) 595-8025

**PURCHASE ORDER**

**PO Number:** 250943-R1      **Date:** 10/01/2025  
**Requisition #:** REQ30914      **Vendor #:** 7467

**ISSUED TO:** HANSON PROFESSIONAL SERVICES INC  
1525 SOUTH 6TH STREET  
SPRINGFIELD, IL 62703-

**SHIP TO:** Landfill  
Attn:Darrell Mills  
348 E. CR 2130  
Kingsville, TX 78363

ITEM	UNITS	DESCRIPTION	GL ACCT#	PRO ACCT#	PRICE	AMOUNT
1	0	South Drainage Project Landfill	090-5-1703-31400		0.00	399,822.30

Authorized by: \_\_\_\_\_

<b>SUBTOTAL:</b>	399,822.30
<b>TOTAL TAX:</b>	0.00
<b>SHIPPING:</b>	0.00
<b>TOTAL</b>	399,822.30

- Original Invoice with remittance slip must be sent to: City of Kingsville, PO Box 1458, Kingsville, TX 78364.
- Payment may be expected within 30 days of receipt of goods and invoice.
- C.O.D. shipment will not be accepted.
- Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
- All goods are to be shipped F.O.B. Destination unless otherwise stated.
- All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
- All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
- Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
- Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
- The City is exempt from all federal excise and state tax - ID# 74-6001513

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

**AN ORDINANCE AMENDING THE FISCAL YEAR 2025-2026 BUDGET TO SETUP BUDGET FOR ROLLED OVER PURCHASE ORDER FOR SOUTH DRAINAGE PROJECT.**

**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 2025-2025 budget be amended as follows:

CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT – BA#35

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
<b>Fund 090 – Landfill Closure Fund</b>					
<u>Expenditures - 5</u>					
1703	Solid Waste	Professional Services	31400	\$385,984	

[To amend the City of Kingsville FY 25-26 budget to set up budget for rolled over purchase order. Funding will come from the unappropriated fund balance of the associated fund. Rolled over Purchase Order include:

- 250943-R1 – South Drainage Project - \$385,984]

II.

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

III.

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

IV.

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

**INTRODUCED** on this the 13th day of July 2026.

**PASSED AND APPROVED** on this the 27th 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 #19**



## City of Kingsville-Health Department Food Service Division

---

**TO:** Mayor and City Commissioners  
**CC:** Charlie Sosa, City Manager  
Courtney Alvarez, City Attorney  
**FROM:** Emilio H. Garcia, City of Kingsville, Health Director  
**DATE:** June 29, 2026  
**SUBJECT:** New State of Texas Legislation (DSHS) for Mobile Food Vendors (MFVs) and Pushcart Owners/Operations

---

**Summary:**

On May 16, 2025, the 89<sup>TH</sup> Texas Legislation passed House Bill (HB) 2844 the “Food Truck Freedom Bill”. Which was signed by Governor Abbott in the summer of 2025. The Texas Department of State Health Service (DSHS) will take over all permitting and inspecting of all mobile food units, and push carts in Texas, effective July 1, 2026. The City of Kingsville-Health Department Food Service Division will no longer permit and inspect mobile food units or pushcarts in the City of Kingsville.

**Background:**

House Bill (HB) 2844 “Food Truck Freedom Bill” allows mobile food units operators to travel across Texas selling their food product with just one State Permit. House Bill 2844 now allows any food unit, who registers with DSHS, to travel anywhere within the State of Texas without the owner or operator pulling permits in every city/county Health Department, effective July 1, 2026, all mobile food units still must obey all city zoning ordinances.

**Purpose:**

- \* To create a single, statewide mobile food vendor license, replacing multiple local permits.
- \* To standardize mobile food vending regulations across Texas.
- \* To foster small businesses and innovation in the mobile food industry.
- \* To allow cities to maintain authority over time, place, and manner restrictions on food Trucks.

**Financial Impact:**

Yes, we have permitted 39 mobile food units (33 in the city and 6 in the county) at a \$175.00 annual permitting fee we be losing \$6,825 a year.

**Recommendation:**

None

# **AGENDA ITEM #20**

# **AGENDA ITEM #21**

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

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN ECONOMIC INCENTIVE AGREEMENT BETWEEN THE CITY OF KINGSVILLE, TEXAS AND MVGG, LLC; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville, Texas (“City”) desires to implement economic development programs authorized by Texas law and approved by the Kingsville City Commission, including those authorized by Chapter 380 of the Texas Local Government Code, to promote State and local economic development and to stimulate business and commercial activity in the City of Kingsville, Texas; and

**WHEREAS**, the City finds that the financial incentives to assist the developer with recouping some of the development costs for MVGG, LLC (“Company”) as stated in the attached Economic Incentive Agreement in a maximum amount not to exceed the amount stated in the agreement for the construction of a building(s) for the Kings Community at Flato on real property within the city limits of Kingsville, Texas would promote local economic development and stimulate business and commercial activity within the municipality and would directly establish a public purpose; and

**WHEREAS**, the City intends to provide the financial incentives as stated in the agreement in exchange for Company developing and constructing prior to August 1, 2027 a commercial property for the Kings Community at Flato within the city limits of Kingsville, Texas; and

**WHEREAS**, if Company does not meet the requirements set out in the agreement, then Company shall pay back to City all of the economic benefits received, if any, no later than 30 days following receiving such notice from the City; and

**WHEREAS**, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to enter into the agreement attached hereto.

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

I.

**THAT** the Mayor is authorized and directed as an act of the City of Kingsville, Texas to enter into an Economic Incentive Agreement between the City of

Kingsville, Texas and MVGG, LLC 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 13<sup>th</sup> day of July, 2026.

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

**ATTEST:**

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Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

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Courtney Alvarez, City Attorney