

City of Kingsville, Texas

AGENDA CITY COMMISSION

MONDAY, JULY 27, 2026

REGULAR MEETING

CITY HALL

HELEN KLEBERG GROVES COMMUNITY ROOM

400 WEST KING AVENUE

4:00 P.M. – Workshop

5:00 P.M. – Regular Meeting

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

I. Preliminary Proceedings.

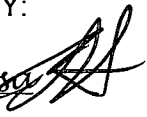
OPEN MEETING

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

4:00 P.M.-WORKSHOP:

City Commissioners: Visioning Meeting (Phase 1)

APPROVED BY:


Charlie Sosa
Charlie Sosa
City Manager

Brief elected-official working session to confirm the planning “north star” (vision + guiding principles), surface priorities and constraints (including resiliency/risk considerations), and align on community messaging and engagement expectations for the process. (for Comprehensive Master Plan). (Planning and Development Services Director).

MINUTES OF PREVIOUS MEETING(S)

Regular Meeting –July 13, 2026.

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

1. Public Hearing to seek community input on the application to Texas Parks and Wildlife to redevelop the playground and amenities at Brookshire #1 Park. (Parks Director).

III. Reports from Commission & Staff.²

“At this time, the City Commission and Staff will report/update on all committee assignments which may include but is not limited to the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board, Health Board, Tourism, Chamber of Commerce, Coastal Bend Council of Governments, Conner Museum, Keep Kingsville Beautiful, and Texas Municipal League. Staff reports include the following: Building & Development , Code Enforcement, Proposed Development Report; Accounting & Finance – Financial Services - Information, Investment Report, Quarterly Budget Report, Monthly Financial Reports; Police & Fire Department – Grant Update, Police & Fire Reports; Street Updates; Public Works-Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, Administration–Workshop Schedule, Interlocal Agreements, Public Information, Hotel Occupancy Report, Quiet Zone, Proclamations, Health Plan Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project,

IV. Public Comment on Agenda Items.³

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

V.

Consent Agenda

Notice to the Public

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

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

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

1. Motion to approve final passage of an ordinance amending the Zoning Ordinance by 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).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

2. 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, gear, and training for the Kingsville Fire Department; authorizing the Fire Chief to act on the City's behalf with such grant program. (no cash match). (Fire Chief).
3. Discuss and consider approving a resolution authorizing the Mayor to execute an Interlocal Cooperation Agreement between the City of Kingsville, Texas and the City of Georgetown, Texas for cooperative purchasing. (Purchasing Manager).
4. Discuss and consider approving a resolution authorizing the Mayor to execute a Hosted Software and Services Agreement between the City of Kingsville and H2O Analytics Corporation. (Purchasing Manager).
5. Discuss and consider approving a resolution authorizing the Mayor to execute a Master Service Agreement and Exhibits between the City of Kingsville and InfoSend, Inc.. (Purchasing Manager).
6. Discuss and consider approving matching funds for Texas Parks and Wildlife Non Urban Outdoor Local Park Grant for improvements to Brookshire Park #1. (Parks Director).
7. Discuss and consider approving a resolution authorizing the City Manager to execute Change Order #7 to the Construction Contract with Donald Hubert Construction Co. for the GLO CDBG-MIT Contract No. 22-082-016-D218 Project 1: 14th Street Sanitary Sewer Improvements Project. (Loop 428 Lift Station). (City Engineer).

8. 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 Professional Firefighter's Association, International Association of Firefighters (IAFF) Local #2390 for Fiscal Years 2026-2029. (Human Resources Director).

9. Executive Session: Pursuant to Section 551.071, Texas Government Code, Consultation with Attorney Exception, the City Commission shall convene in executive session to consult with legal counsel regarding participation in the National PFAS Phase 2 Settlement Program and related matters for preservation of all rights available under the court-approved PFAS settlements. (City Attorney).

10. Discussion and take action regarding approval of legal services agreement to assist City to participate in the National PFAS Phase 2 Settlement Program, review of eligibility status, authorization to collect and submit required system information, and preservation of all rights available under the court-approved PFAS settlements before the July 31, 2026 deadline. (City Attorney).

11. Workshop: Discussion on proposed Fiscal Year 26-27 employee Health Insurance, Compensation Plan, TMRS. (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 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 21, 2026, at 3:30 P.M. and remained so posted continuously for at least three business days proceeding the scheduled time of said meeting.


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

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

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

MINUTES OF PREVIOUS MEETING(S)

July 13, 2026

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

CITY COMMISSION PRESENT:

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

CITY STAFF PRESENT:

Charlie Sosa, City Manager
Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
Kyle Benson, IT Director
Derek Williams, Systems Administrator
Susan Ivy, Parks Director
Leticia Salinas, Accounting Manager
Charlie Cardenas, Engineer
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
Deborah Balli, Finance Director

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)

Special Meeting – June 29, 2026

Motion made by Commissioner Lopez to approve the minutes of June 29, 2026 as presented, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Lopez, Alvarez, Hinojosa, Alarcon, Fugate voting “FOR”.

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

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).

Mayor Fugate read and opened this public hearing at 5:01 p.m. Mayor Fugate further announced that this is a public hearing. If anyone would like to speak about this item, they may do so now with a five-minute time limit. Additional time cannot be extended by the City Commission.

Mr. Manny Salazar, Planning and Development Services Director, stated that this location currently holds a BG Alcohol License and is requesting to add Late Hours (LH) to it. Letters were mailed to those within 300 feet. Staff received no feedback from those who were mailed a notice.

Mayor Fugate commented that this location has always been a convenience store with the sale of alcohol beverages.

There being no further discussion, Mayor Fugate closed this public hearing at 5:02 p.m.

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).

Mayor Fugate read and opened this public hearing at 5:02 p.m. Mayor Fugate further announced that this is a public hearing. If anyone would like to speak about this item, they may do so now with a five-minute time limit. Additional time cannot be extended by the City Commission.

Mr. Salazar stated that his department has received an application for a special use permit submitted by Ernesto Perez. The applicant is requesting a 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 this item on July 1, 2026, where they voted unanimously to approve the recommendation for a special use permit. Notices were mailed to individuals, and staff received one call from an individual who was notified. The individual only wanted to make sure that the setbacks stated on city ordinances were being followed. No other objections were raised by the caller.

Commissioner Hinojosa asked if the special use permit was a permanent permit.

Ms. Alvarez responded that the special use permit is limited only to this property owner.

There being no further discussion, Mayor Fugate closed this public hearing at 5:04 p.m.

III. Reports from Commission & Staff.²

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

Mr. Charlie Sosa, City Manager, gave a report on street projects. He further mentioned upcoming festivals in the city. Mr. Sosa stated that he had received word from Kleberg

County Judge Rudy Madrid, who would like to thank the City of Kingsville for their participation in the 4th of July festivities.

Ms. Courtney Alvarez, City Attorney, reported that the next scheduled commission meeting is scheduled for July 27, 2026. At the next city commission meeting, it is scheduled to begin at 4:00 p.m. with a workshop presentation made by Halff regarding the Comprehensive Plan.

Commissioner Lopez asked for staff to email the budget workshop calendar to the city commission. Lopez further stated that she would like to see citizen input on the city's budget.

IV. Public Comment on Agenda Items.³

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

No public comments were made.

V.

Consent Agenda

Notice to the Public

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

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

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

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

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.⁴

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).

Motion made by Commissioner Lopez to approve the alcohol variance for a Late Hours Certificate for the establishment known as Kwik Pantry #2, at 730 W. Corral, Kingsville, Texas, seconded by Commissioner Alvarez. 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 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).

Mayor Fugate asked if the Naval Air Station had been notified of this.

Mr. Salazar responded Yes, they are ok with it.

Introduction item.

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).

Mrs. Diana Gonzales, Human Resources Director, stated that 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 the Texas Local Government Code for entities that have voted in collective bargaining. Meetings were held on the following dates in 2026: March 26th; April 28th; May 13th; June 9th; and June 10th. Meetings were conducted, and a tentative agreement between the City and KLEA was reached during negotiations. On June 24, 2026, the City was notified that KLEA association members voted to approve the proposals tentatively agreed upon during negotiations. Below is a summary of articles with proposed changes:

ARTICLE	CHANGE
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

The financial impact is as follows: 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, equal \$145,830. The breakdown is: \$109,787 Base wage increase; \$ 12,473 Anniversary increase; and \$ 23,570 Fringe for a total additional \$ 145,830. The proposed added costs are included in preliminary budget calculations.

Commissioner Hinojosa asked how much money did they give up as in collective bargaining you give a dollar and you get a dollar back. He further asked how much did the police officer give the city and who is on the committee.

Mrs. Gonzales responded that for the city it is herself and the city attorney.

Commissioner Hinojosa asked if Finance was part of the committee.

Mrs. Gonzales responded no, but they are consulted on the meetings.

Commissioner Hinojosa commented that he would like to see someone from Finance, such as the Finance Director in the negotiations so that they may hear what is going on and not hear second-hand information. He further stated that he is requesting that for the future, that the Finance Department be part of this committee. He also stated that he doesn't see where you give up a dollar and we give you a dollar.

Ms. Alvarez commented that this is not typically how it works in any city. Sometimes the city is able to obtain other concessions that the city feels is beneficial for the them, the entity or the organization that is harder to put on a monetary value.

Commissioner Hinojosa asked what other concessions are the city received.

Ms. Alvarez responded that the items are mentioned in the memo provided by staff such as individuals under 30 six months of experience that won't be getting paid out their accrued vacation or sick leave if they should leave before 36 months, which will save the city a good amount of money.

Commissioner Hinojosa asked how much the city would save.

Ms. Gonzales responded that this would depend on the turnover rate. It would depend on how many people would leave; therefore, an exact amount cannot be given. Looking for history, it could be provided and wouldn't even be able to be provided by the Finance Department, what the savings could be. Staff could estimate based on history, but to give an exact number would not be possible.

Commissioner Hinojosa responded that he understands that Finance would not be able to tell us the amount, but what he is asking is that Finance be part of the collective bargaining negotiations so that Finance can hear the information firsthand and not hear it second hand.

Ms. Gonzales stated that at no time is finance not welcome to attend these meetings, give information or ask questions.

Commissioner Hinojosa commented that he would like to see finance involved in the future

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

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).

Mr. J.J. Adame, Fire Chief, stated that the Kingsville Fire Department is requesting approval to apply for the FY 2025-2026 Staffing for Adequate Fire and Emergency Response 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. 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. Chief Adame stated that we are requesting a total of \$3,721,536.78 in costs for hiring firefighters.

Commissioner Alvarez asked what the chances are for the city of being awarded this grant.

Chief Adame responded that it is a very competitive grant and in the past, we have not been successful in receiving.

Commissioner Hinojosa asked if staff had submitted for this type of grant about 2-3 years ago. Chief Adame responded yes.

Commissioner Lopez asked for clarification on the fiscal year and asked if the item should read FY 2025-2026. Chief Adame responded that it would be for 2025-2026.

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

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).

Commissioner Lopez asked who wrote the grants for the Fire Department. Chief Adame responded that they are done in-house by staff.

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

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).

Chief Blair stated that this resolution authorizes the Police Department to apply to the 1PointFive First Responder Donations Program for the purchase of five Harris XL-200 portable radios. The 1PointFive Responder Donations Program provides funding to support public safety agencies by purchasing essential response equipment. This funding request is to purchase five Harris XL-200 portable radios. The total project cost is \$38,854.00 with no required local matching contribution.

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

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).

Chief Blair stated that this resolution will allow the Kingsville Police Department to enter into a Memorandum of Understanding (MOU) and Working Protocol Agreements with the Children's Advocacy Center of the Coastal Bend. 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. No cost is associated with the MOU or the working agreements.

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

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).

Chief Blair stated that this item is for a Memorandum of Understanding (MOU) between the Kingsville Police Department and the United States Marshals Service (USMS) for participation in the South Texas Violent Offender Task Force. The United States Marshal's 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. Chief Blair stated that there is no direct fiscal impact associated with this MOU. 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.

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

12. Discuss and consider awarding RFP#26-04 for GLO CDBG-MIT Contract No. 22-085-009-D237 Project 7: BU 77/6th Street near Loop 428 to Escondido Creek storm water improvements project, as per recommendation of outside engineer. (City Engineer).

Mr. Charlie Cardenas, City Engineer, stated that this item is for approval to award the eleventh GLO CDBG-MIT Hurricane Harvey State Mitigation Competition Round 1 Grant. Project 7 is Business 77, 6th 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 consist of installation reinforced concrete box culverts, stormwater inlets with items associated with the installation, and related appurtenances to improve stormwater drainage and reduce future flood risks. The total bid ranges from \$3,838,942 to \$6,878,152. After review, staff recommends awarding the project at the lowest bidder, JE Construction LLC, for the total bid amount of \$3,838,942. Also, the bid is 48.6% below the engineer's estimate, which is considered reasonable.

Motion made by Commissioner Hinojosa to approve the award of RFP#26-04 for GLO CDBG-MIT Contract No. 22-085-009-D237 Project 7: BU 77/6th Street near Loop 428 to Escondido Creek stormwater improvements project, as per recommendation of outside engineer, seconded by Commissioner Alarcon. The motion was passed and

approved by the following vote: Alvarez, Hinojosa, Alarcon, Lopez, Fugate voting "FOR".

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).

Mr. Cardenas stated that this 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.

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

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: 14th Street Sanitary Sewer Improvements Project. (Loop 428 Lift Station). (City Engineer).

Mr. Cardenas stated that this item approves Change Order 6 for the General Land Office Community Development Block Grant Mitigation Contract No. 22-082-016-D218. This will increase the contract time by 35 calendar days and result in an increase of the contract by the amount of \$534.25.

Motion made by Commissioner Alarcon to approve the 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: 14th Street Sanitary Sewer Improvements Project. (Loop 428 Lift Station), seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Alarcon, Lopez, Alvarez, Hinojosa, Fugate voting "FOR"

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. 19th Street- Storm Water Improvements Project. (City Engineer).

Mr. Cardenas stated that this Change Order will add a 60-day extension and increase the cost of \$29,475.00 for water line tie-ins and isolation valves.

Motion made by Commissioner Alarcon to approve the 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. 19th Street- Storm Water Improvements Project, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Lopez, Alvarez, Hinojosa, Alarcon, Fugate voting "FOR".

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).

Mr. Cardenas stated that this change order is for an extension of 60 calendar days. The adjusted completion date was July 17, 2026, and is now September 15, 2026.

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

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).

Mr. Cardenas stated that in 2025, the 89th Legislature of the State of Texas passed House Bill 500, creating the Water Supply & Infrastructure Grant through the Texas Water Development Board. On April 1, 2026, the TWDB issued a call for projects. The application is a two-step process. Step 1 is to submit a preliminary application by May 1, 2026, including that the City of Kingsville is consistent with the Coastal Bend Regional Water Plan. Step 2: Submit a detailed application by July 30, 2026. Once the PIF is approved and awarded, the city would be notified in the Fall of 2026 and placed on a conditional project list for anticipated funding 2027 of \$21 million. 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.

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

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).

No discussion or action taken on this item.

19. Discuss Texas House Bill 2844 passed in the 89th State Legislative session and its impact on mobile food trucks, push carts, and the City of Kingsville Health Department. (Health Director).

Mr. Emilio Garcia, Health Director, stated that on May 16, 2025, the 89th Texas Legislature passed House Bill 2844, the Food Truck Freedom Bill. The Texas Department of State Health Services will take over permitting and inspection of 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. This bill allows mobile food unit operators to travel across Texas selling their food product with just one State Permit. The purpose of this is to create a single statewide mobile food vendor license and replace multiple local permits; standardize mobile food vending regulations across Texas; foster small businesses and innovation in the mobile food industry; and allow

cities to maintain authority over time, place, and manner restrictions on food trucks. Currently, 39 mobile food units are permitted at a cost of \$175 annual permit fee.

Commissioner Alvarez asked if food trucks were to be parked on cement and not grassy areas. Mr. Garcia responded yes.

Discussion item only.

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).

Mayor Fugate read, opened, and convened the meeting into executive session at 5:57 p.m.

Mayor Fugate reconvened the meeting at 6:18 p.m.

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).

Mayor Fugate commented that this is a development agreement that will assist the developer with the Flato School project.

Motion made by Commissioner Lopez to approve a resolution authorizing the Mayor to execute an Economic Incentive Agreement between the City of Kingsville, Texas and MVGG LLC, seconded by Commissioner Alvarez.

Mayor Fugate commented that this agreement will provide up to \$150,000 in incentives for the project. This is not a cash match is money that the city will be giving back on potential sales tax, valorem, and property taxes. The city will also be waiving some of the city's permitting fees.

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

VI. Adjournment.

As there was no further business to come before the City Commission, the meeting was adjourned at 6:21 p.m.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, TRMC, CMC, City Secretary

PUBLIC HEARING(S)

PUBLIC HEARING #1

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



For Information on events and facilities
www.cityofkingsville.com/department/parks

Email:
sivy@cityofkingsville.com
or follow us on Facebook
Kingsville Parks and Recreation

To: City Manager, Charlie Sosa
From: Susan Ivy, Director of Parks & Recreation
Date: July 14, 2026
Subject: Request for a Public Hearing

Request:

I am requesting time at the next City Commission Meeting on July 27, 2026 to conduct a short Public Hearing to receive input on the proposed Grant Application to Texas Parks and Wildlife For funding for improvements to Brookshire Park #1.

History:

We are applying for assistance in installing a new playground system with surfacing to assist with accessibility. Additionally we will be adding some picnic tables, grills, trees with drip irrigation system. It will require sidewalks leading from the parking area to the play unit to abide by TDLR regulations. Brookshire Foundation has committed \$20,000 to the project, Kleberg County is voting on a \$20,000 cash match commitment and KKB is voting on a \$10,000 cash commitment for the Trees, irrigation and rain garden.

The project total is \$220,000.00

Project	Estimated Budget
Playground Installation	\$ 181,287.33
SIDEWALKS PARKING	Tdlr required 20,000.00
Additional Picnic Tables, pads, shade and grills	\$ 20,000.00
Shade Trees/drip irrigation	\$ 10,000.00
Signage Temp & Perm	\$ 2,000.00
Rain Garden	6,712.67
	\$ 240,000.00

Tpwd, if application is approved, will fund ½ of the project at \$120,000. We will be required to meet the other \$120,000. With \$50,000 committed from other partners the City would have to commit to \$70,000 in matching funds.

One of the required steps in public input. This public hearing will be short and will check that box for us. I will also create a social media post that will collect responses and will be included in the application along with information from the Public Hearing at the Commission Meeting.

Attached you will find a file that is a package of information on the Playground package we are purchasing. City Engineering is working on a Site Plan that will be provided to you as soon as it is finished.

Your consideration of our request for this Public Hearing will be appreciated.

**Sincerely,
Susan Ivy
Director,
Parks & Recreation
City of Kingsville**

PPS of South Texas

This play equipment is recommended for children ages:
2-5 or 5-12

Scale: 3/32" = 1'
This drawing can be
scaled only when in
an 11" x 17" format

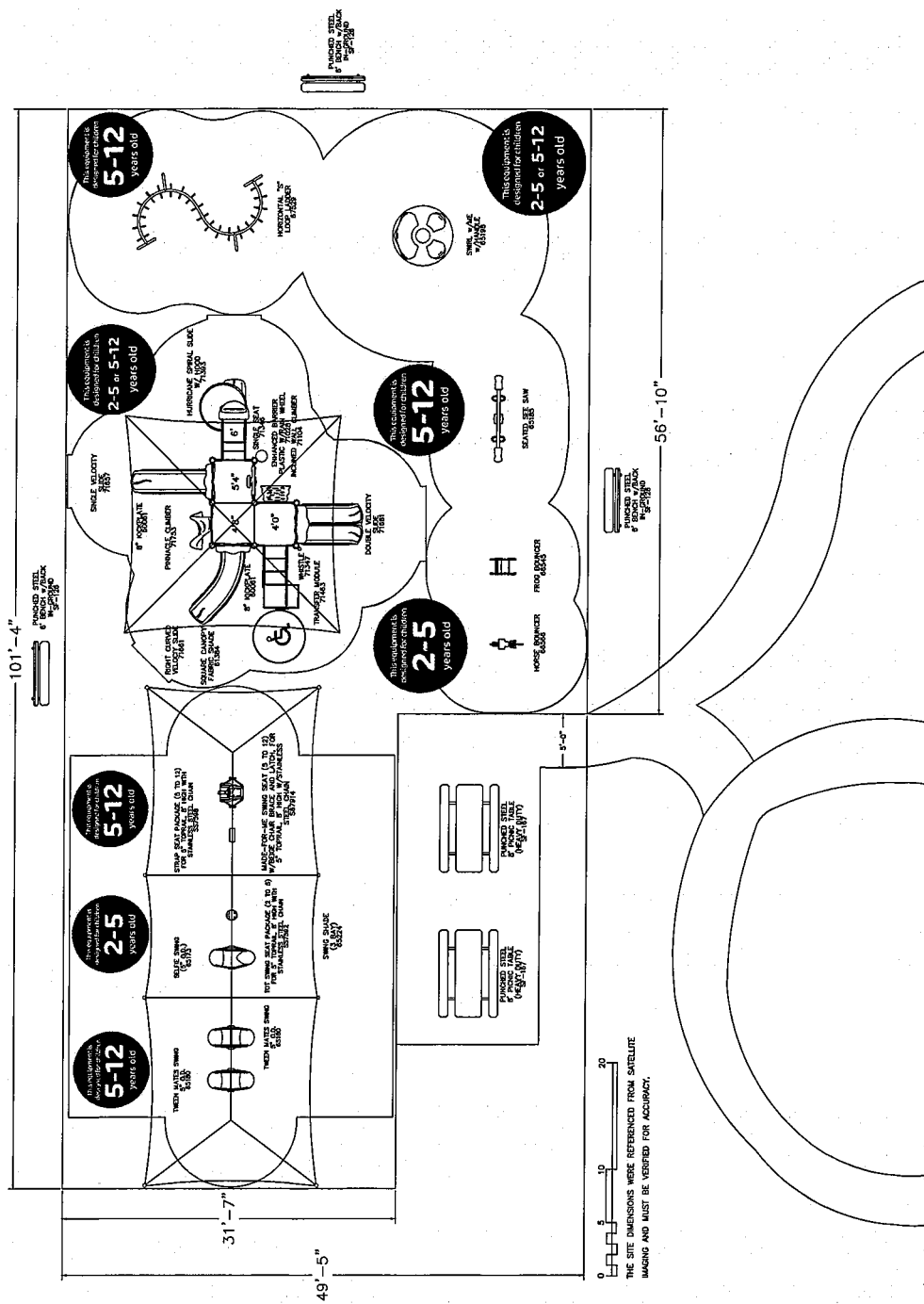
Drawn By: Sheena Collan
Date: 3/11/2026
Quote Number: 803-182311

play&park
structures
A PLAYCORE COMPANY
544 Chestnut Street
Chattanooga, TN 37402
27-1907 / www.playandpark.com



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

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



It is the manufacturer's opinion that the structure shown herein complies with current ADA standards concerning accessibility if used with proper accessible surfacing and together with other necessary ground level play equipment. Top view drawings and measurements are for overall site and structure appearance purposes. Top view should not be construed as a construction detail; therefore, all measurements and slope requirements should be field verified prior to construction.

IMPORTANT: Never install play equipment over hard, unresilient surfaces such as asphalt, concrete, or compacted earth. It is the owner's responsibility to ensure the "minimum area required" contains an appropriate amount of resilient material to cushion accidental falls.

Brookshire Park # 1
400 West King Avenue
Kingsville, TX 78363

PPS of South Texas

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

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

Drawn By:
Sheena Collar
Date:
3/1/2026
Quote Number:
803-182311

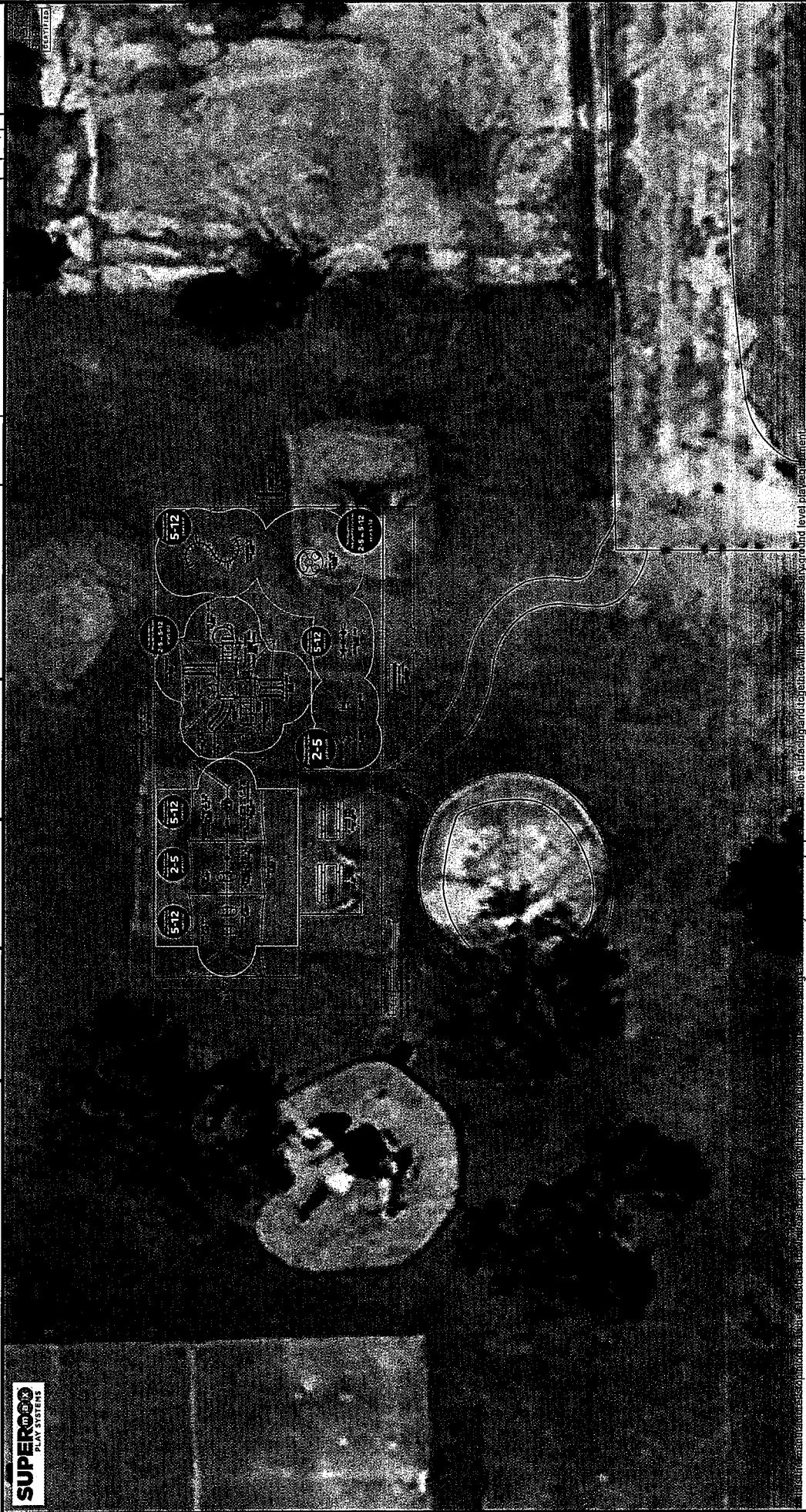
**play&park
structures**
A PLAYCORP COMPANY
544 Chestnut Street
Chattanooga, TN 37402
800-727-1907 / www.playandpark.com



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

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

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



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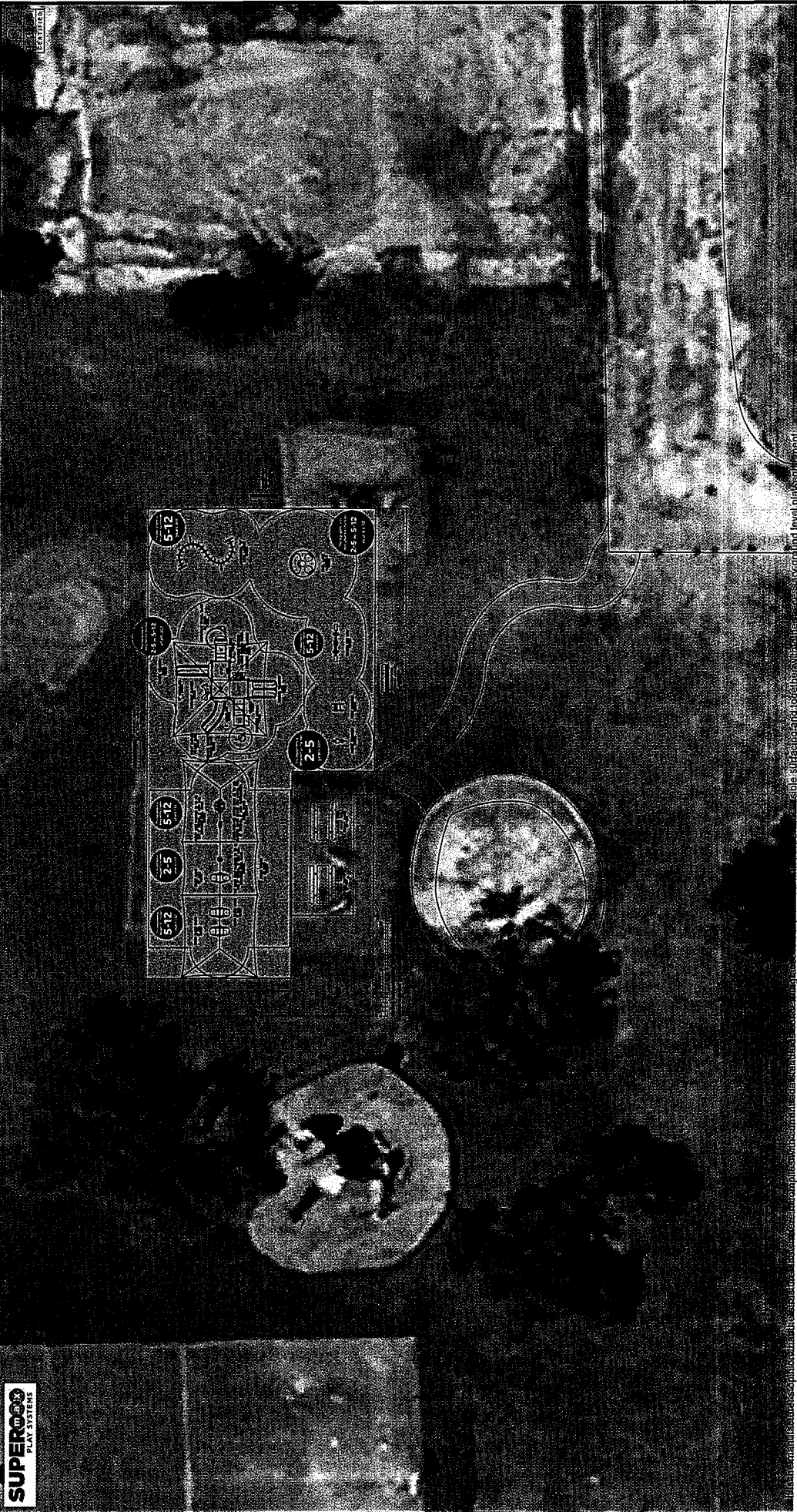
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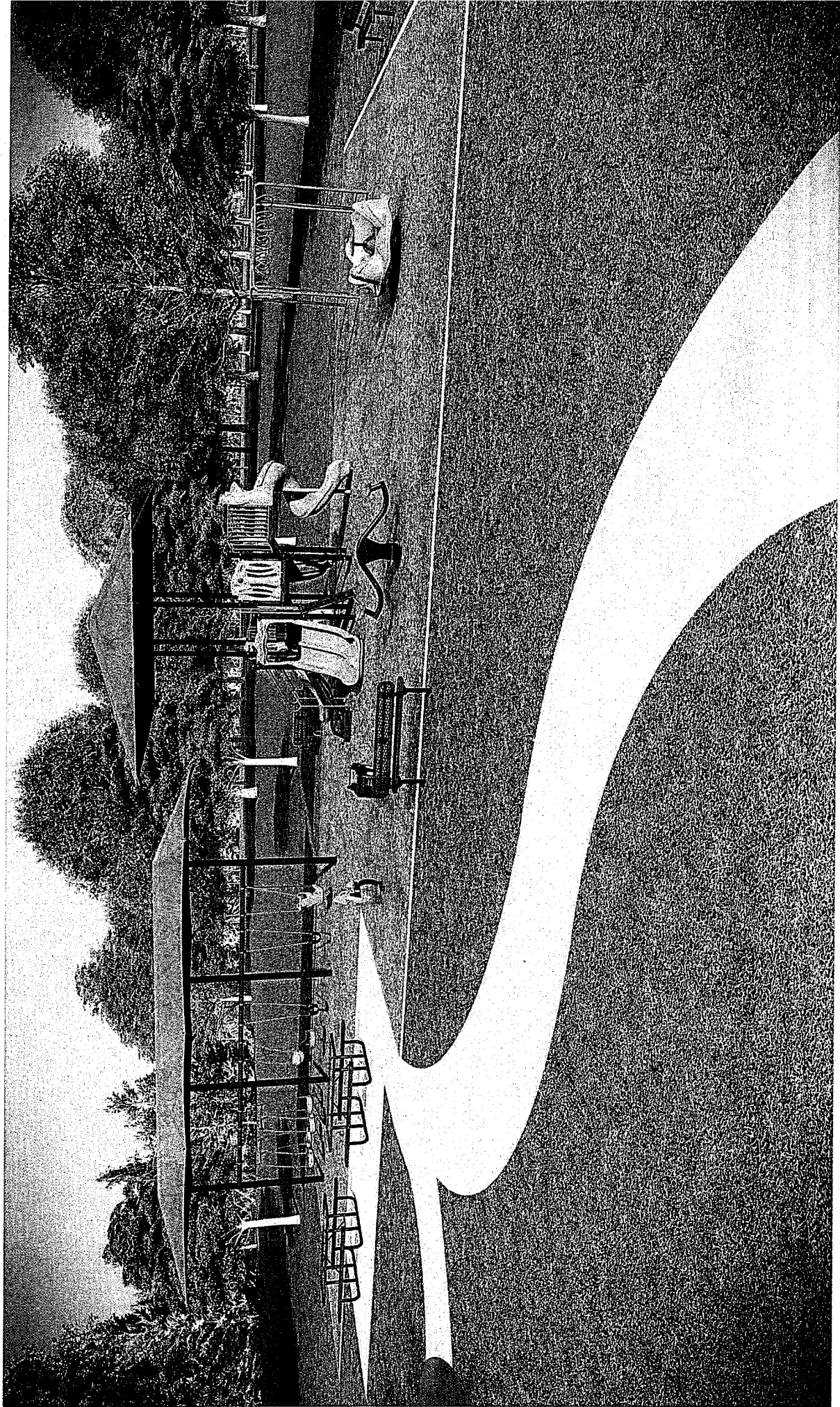
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UPRIGHT PURPLE

ACCENT SPRING GREEN

DECK BLUE

PLASTIC YELLOW/ORANGE

HDPE ORANGE

HDPE/C N/A

SHADE LIME

ROOF N/A

CABLE N/A

MAX/APEX N/A

BROOKSHIRE PARK # 1

KINGSVILLE, TX

803-182311

play&park
structures
A PLAYCORE Company

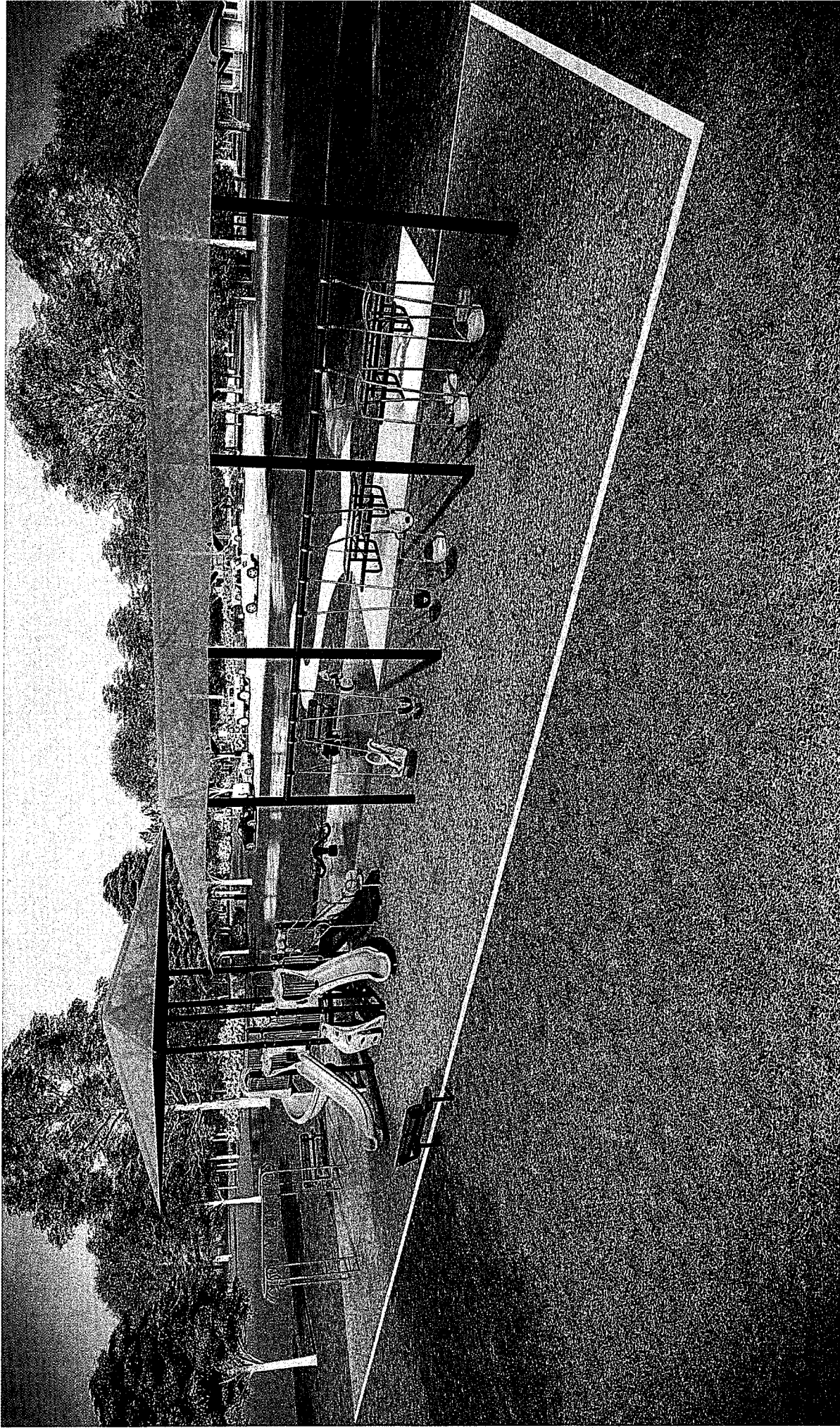
544 CHESTNUT ST.
CHATTANOOGA, TN 37402

800.727.1907
PLAYANDPARK.COM

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



UPRIGHT PURPLE	ACCENT SPRING GREEN	DECK BLUE	PLASTIC YELLOW/ORANGE	HDPE ORANGE	HDPE-C N/A	SHADE LIME	ROOF N/A	CABLE N/A	MAX/APEX N/A
BROOKSHIRE PARK # 1 KINGSVILLE, TX 803-182311									play&park structures™ *PLAYCORE Company
PLEASE NOTE: RENDERINGS ARE FOR VISUAL PURPOSES ONLY. ANY PRODUCTS AND/OR SITE DETAILS HEREIN MAY BE SUBJECT TO CHANGE WITHOUT NOTICE.									544 CHESTNUT ST. CHATTANOOGA, TN 37402 800.727.1907 PLAYANDPARK.COM



UPRIGHT PURPLE

ACCENT SPRING GREEN

DECK BLUE

PLASTIC YELLOW/ORANGE

HDPE ORANGE

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SHADE LIME

ROOF N/A

CABLE N/A

MAX/APEX N/A

BROOKSHIRE PARK # 1
KINGSVILLE, TX

803-182311

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structures**

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544 CHESTNUT ST.
CHATTANOOGA, TN 37402

800.727.1907
PLAYANDPARK.COM



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

Brookshire Park

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

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

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

Total Weight: 10662.94

SubTotal: \$207,947.00

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

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

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

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

Freight charges: Prepaid & added

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

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

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

Acceptance of quotation:

Accepted By (printed): _____

Signature: _____

Title: _____

Purchase Amount: _____ \$181,287.33

P.O. No: _____

Date: _____

Phone: _____

E-mail: _____

Order Information

Bill to:

Company: _____

Attn: _____

Address: _____

City/State/Zip: _____

Billing Contact: _____

Billing Phone: _____

Billing Email: _____

Ship to:

Company: _____

Attn: _____

Address: _____

City/State/Zip: _____

Jobsite Contact: _____

Jobsite Phone: _____

Jobsite Fax: _____

Enter desired color palette name: _____

OR

Enter desired color: Uprights (_____)

Decks (_____)

Accents (_____) Roofs/Tubes (_____)

Slides/Panels (_____)

Play & Park Structures of Southern Texas

By: _____

Salesperson's signature

Salespersons's Signature

Customer's Signature

CONSENT AGENDA

AGENDA ITEM #1

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



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 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 / 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, 20T1, 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 Sr Phone: 361-226-2000

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

Mailing Address: 1503 E. Foldree City: Kingsville State: TX Zip: 78363

Property Owner: Ernesto Perez Sr Phone: 361-226-2000 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.

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

Please provide a basic description of the proposed project:

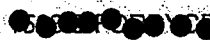
Request to have mobile home installed on property on 2725 E Corral

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

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

Property Values

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

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

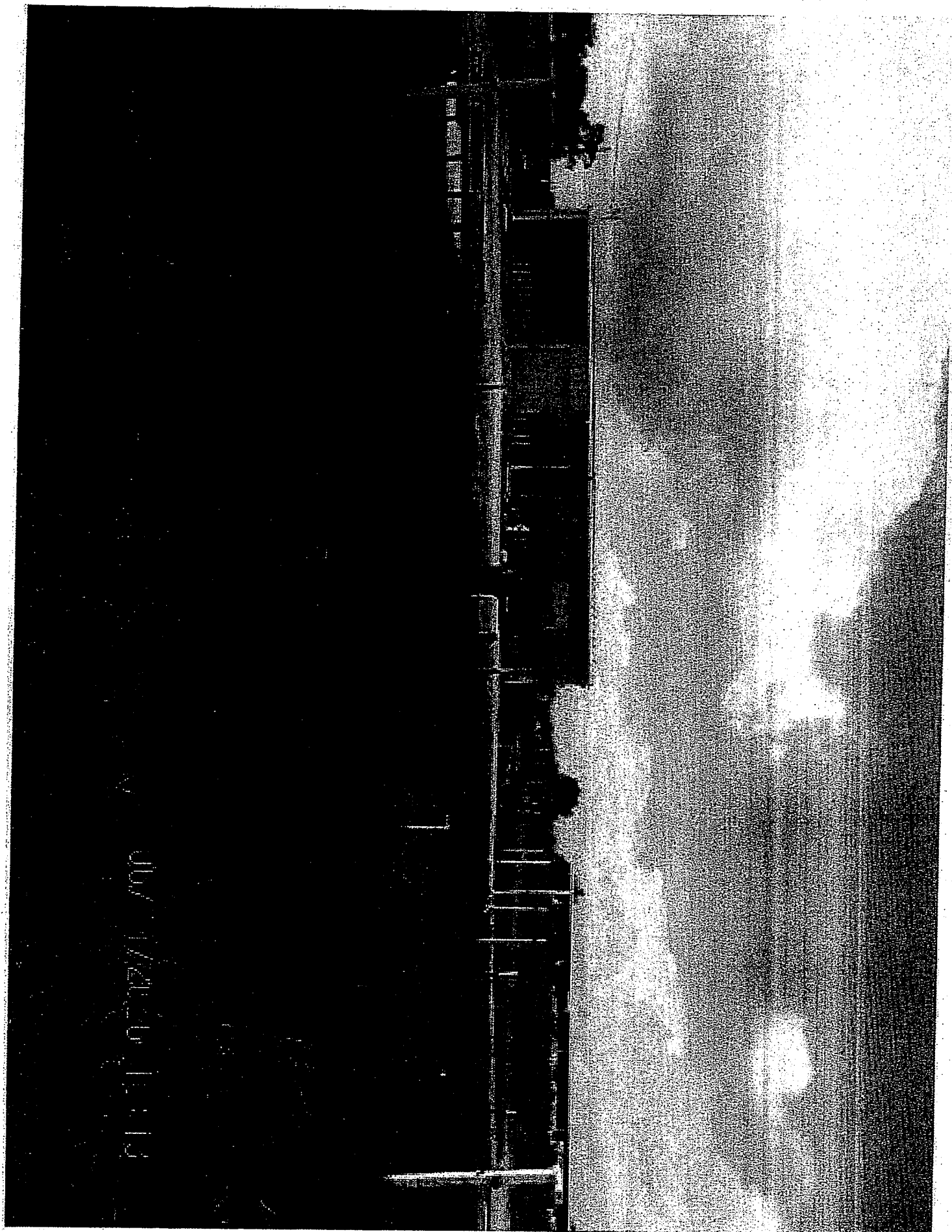
X = Special review required

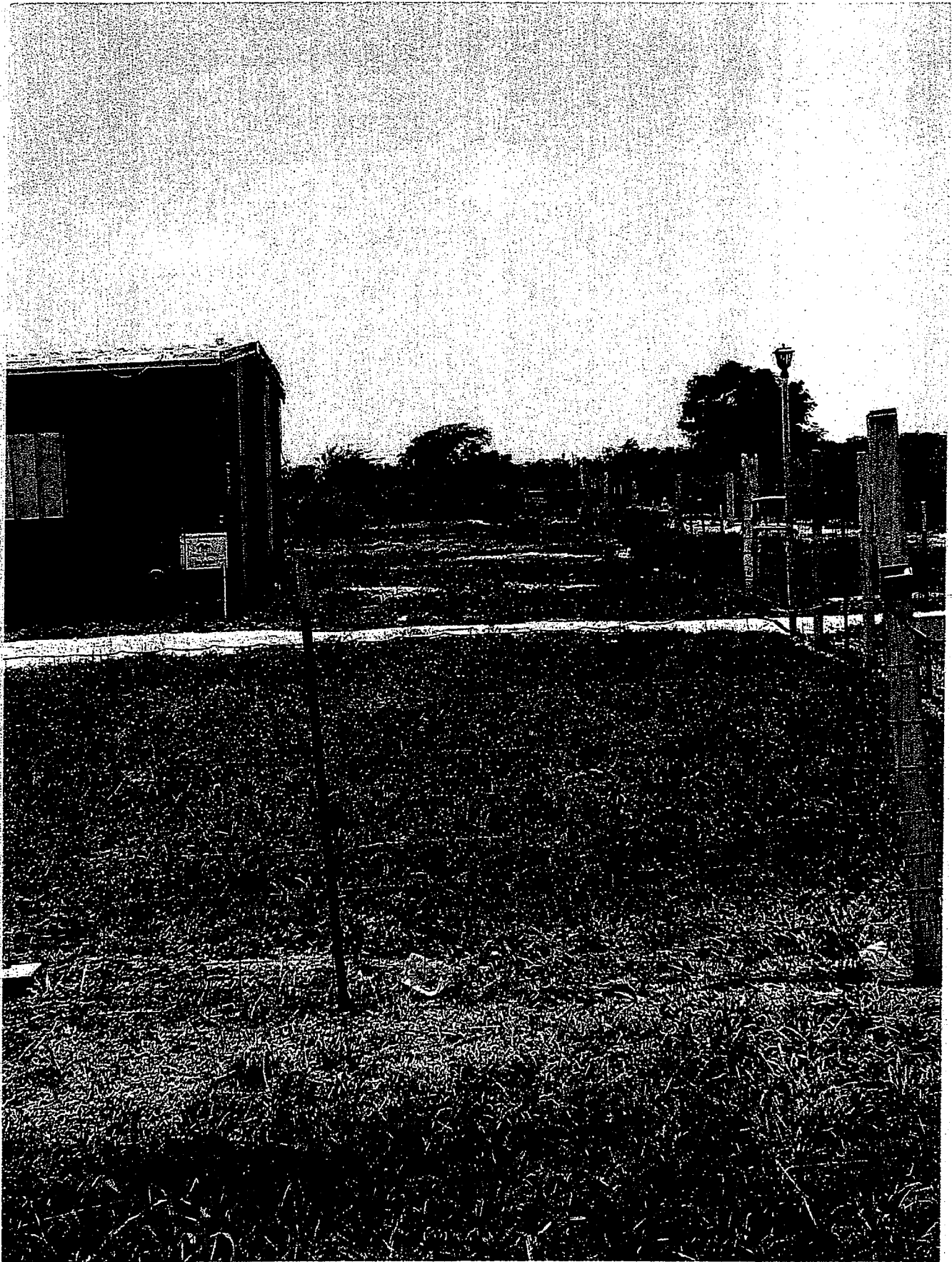
= Not permitted (absence of any symbol)

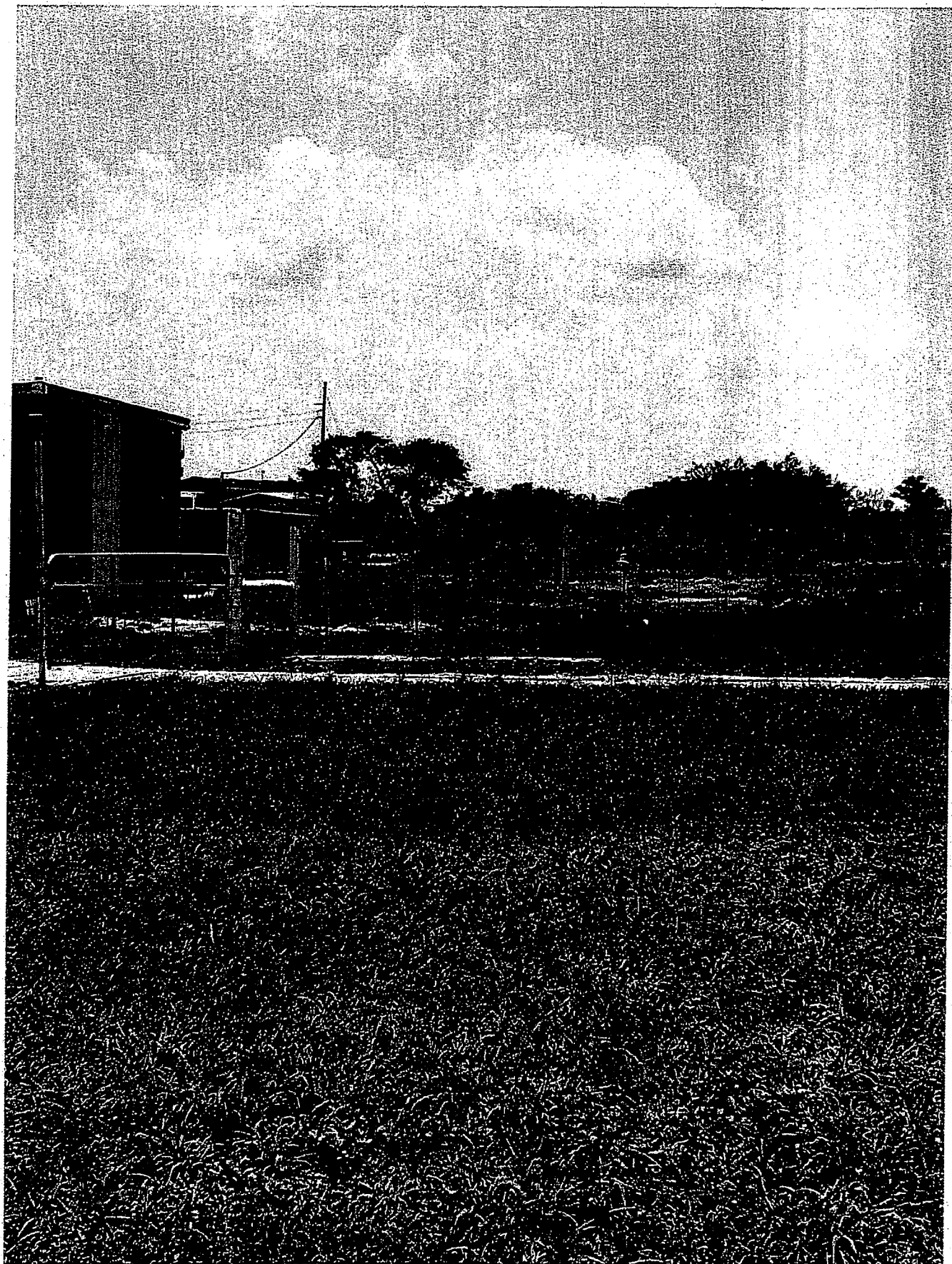
[Land Use Chart on the following pages]

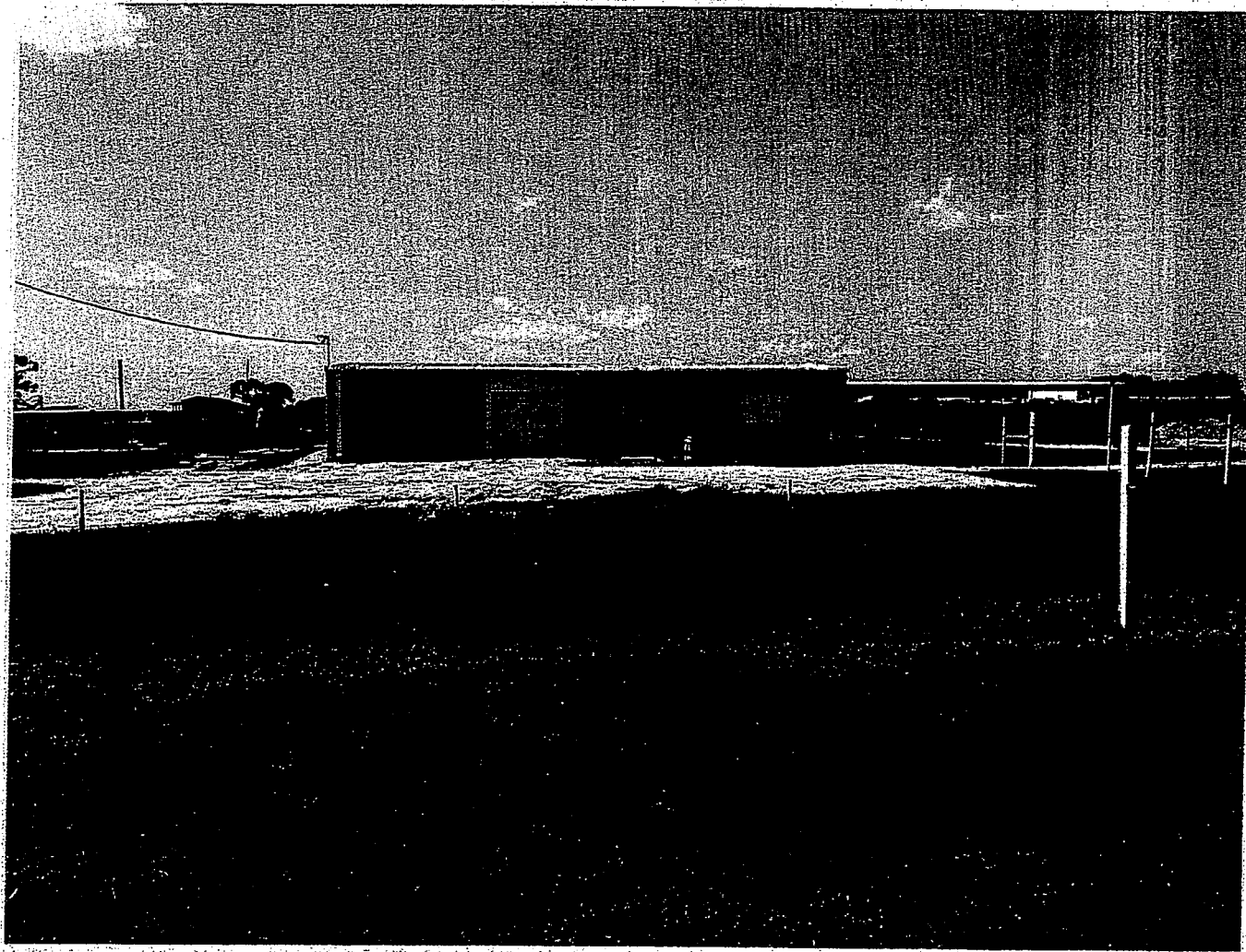
Land Use Chart													
Land Use Description	R1	R2	R2A	R3	R4	MH	C1	C2	C3	C4	I1	I2	Ag
Dwelling, one-family det.	P	P		P	P	P	P	P	P				P
Dwelling, one-family att.		P	P	P	P		S	P					P
Dwelling, two-family		P		P	P		S	P					
Dwelling, multi-family				P	P		P	P	P				
Tiny Homes		P	P			P							
Dwelling, above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

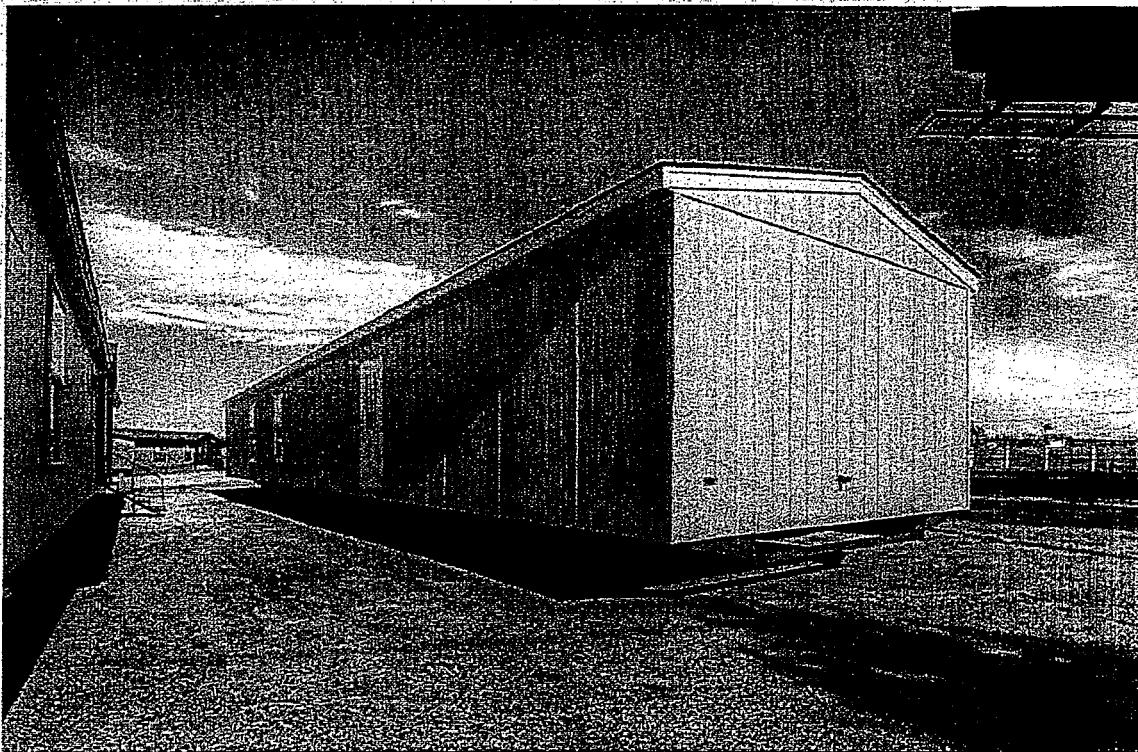
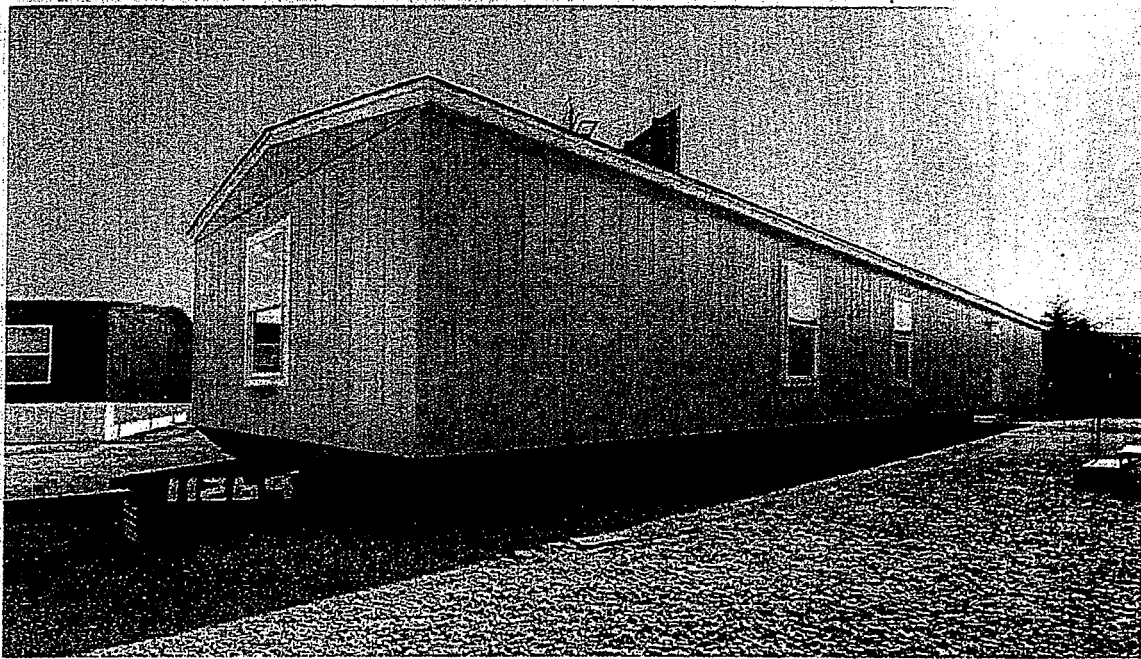
Land Use Chart													
Land Use Description	R1	R2	R2A	R3	R4	MH	C1	C2	C3	C4	I1	I2	Ag
Mobile home/manufactured home park or mobile home/manufactured home on lot	S	S		S	S	P					S	S	S
Recreational vehicle park						P		S		S			
Secondary res. structure					P	P		S	S		S	S	S
Other residential accessory and 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





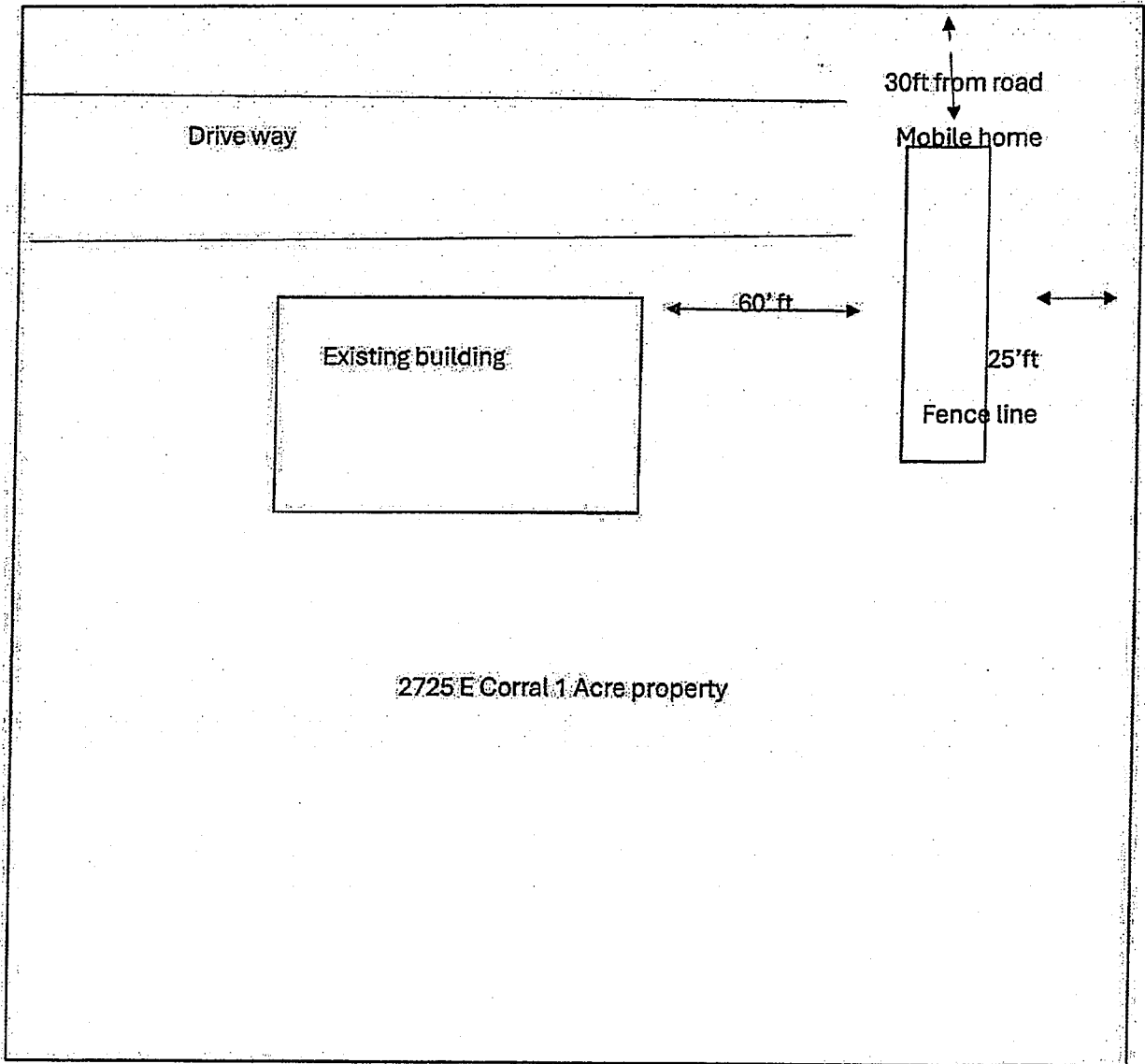


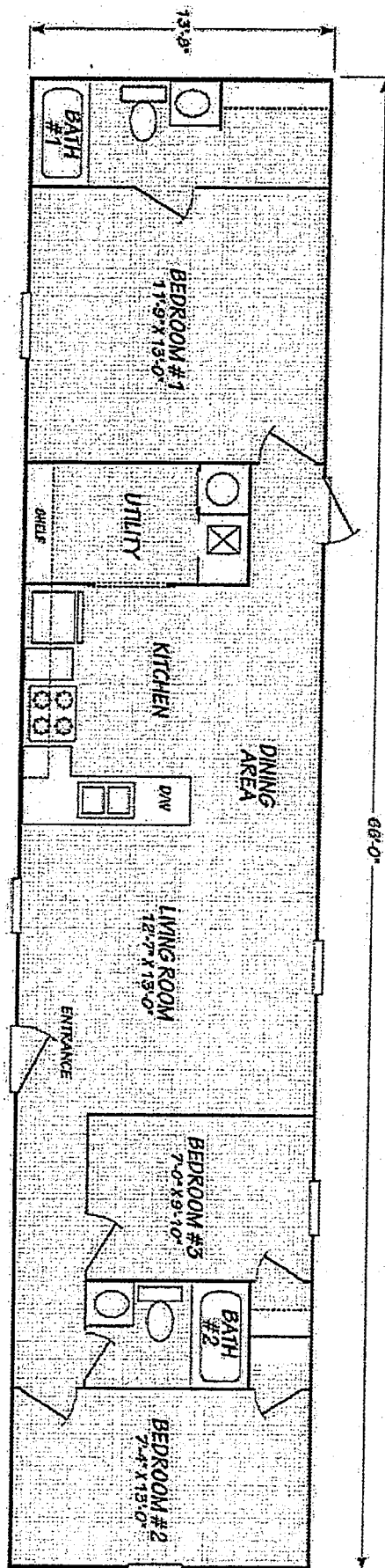






Corral Ave





200-FT Buffer at Property ID 53987



1/1 Page 1 of 1	Drawn By: R. PICK	DISCLAIMER: THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.	CITY OF KINGSVILLE ENGINEERING DEPARTMENT 400 W King Ave, Kingsville, TX 78363 Office: (361) 695-8007 Fax: (361) 695-8064
	Last Update: 6/1/2026		
	Note: Ownership is labeled with its Prop ID.		

Allez avery.ca/gabarits
Etiquettes d'adresse Easy Peel®
Pat. avery.com/patents

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 E 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 \$2.42 million budget deficit for fiscal year 2025-26.

The Kingsville Fire Department responded to 4,045 service calls in 2025, including 450 fire calls and 3,635 emergency medical service calls. Officials also discussed progress in 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 Recreation Director Susan Ivy for creating opportunities and activities for local children.

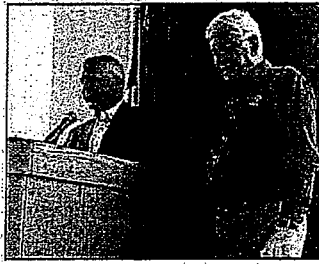
The engineering department discussed several planned projects, including the future extension of Caesar Avenue from 14th Street to Interstate 69. The project is estimated to cost approximately \$30 million.

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 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 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 Dozier)

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 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 Jose 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 Luis Soliz of Kingsville; her nine grandchildren, Mishell, Shana, Lybba, Trisha, Raul Jr., Luis Jr., Leo, 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-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.

Billy Gene Payne

October 29, 1929 - June 2, 2026

Billy Gene Payne, Corpus Christi 94, 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.

Shooting

Continued from page 1

Investigators, 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 Blatz, 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.

Blatz 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.

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 13th day of July, 2026.

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

EFFECTIVE DATE: _____

THE CITY OF KINGSVILLE

Sam R. Fugate, Mayor

ATTEST:

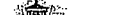
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

By: _____
Courtney Alvarez, City Attorney

200-FT Buffer at Property ID 53987



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

REGULAR AGENDA

AGENDA ITEM #2

**City of Kingsville
Fire Department**

TO: Mayor and City Commissioners
CC: Charlie Sosa, City Manager
FROM: Juan J. Adame, Fire Chief
DATE: July 14, 2026
SUBJECT: 2026 1PointFive First Responder Donation Program

Summary:

The Kingsville Fire Department respectfully requests the City Commission for a Resolution to apply to 1PointFive to be considered for their First Responder Donation Program.

Background:

1PointFive is committed to supporting First Responders in the communities where they establish operations. The 1PointFive First Responder Donations Program offers funding opportunities for first responder agencies. This funding can be used for:

- Purchase of essential emergency training equipment

Securing these funds will allow the Kingsville Fire Department to:

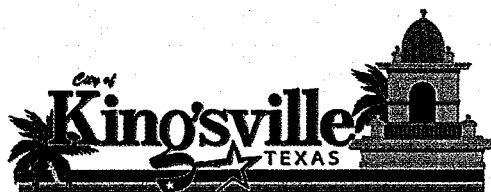
- Enhance response capabilities with up-to-date equipment
- Enhance safety capabilities for the Firefighters
- Continue delivering high-quality service to residents and visitors

Financial Impact:

There are no matching funds required to apply for this program.

Recommendation:

The Kingsville Fire Department recommends that the City Commission authorize the Fire Department to apply to this program.



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, GEAR, AND TRAINING FOR THE KINGSVILLE FIRE DEPARTMENT; 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 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 Fire 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, gear, and training 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 Fire 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, gear, and training for the Kingsville Fire Department, with no anticipated cash match and authorizes the Fire 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 27th day of July, 2026.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM

Courtney Alvarez, City Attorney

AGENDA ITEM #3

City of Kingsville
Finance Department

TO: Mayor and City of Commissioners
CC: Charlie Sosa, City Manager
FROM: Marquita Shamlin, Purchasing Manager
DATE: July 27, 2026
SUBJECT: Interlocal Cooperation Agreement for Cooperative Purchasing between the City of Georgetown and the City of Kingsville

Summary:

This item authorizes the approval and formal execution of an interlocal cooperative purchasing agreement between the City of Kingsville and the City of Georgetown, Texas. The agreement establishes a cooperative procurement framework enabling both entities to share competitively bid contracts, procurement processes, and vendor pricing. This structural partnership minimizes administrative redundancies, expedites purchasing cycles, and yields significant economies of scale.

Background:

The State of Texas legally authorizes local governmental units to execute shared procurement agreements under the Texas Interlocal Cooperation Act, codified in Chapter 791 of the Texas Government Code, alongside Subchapter F of Chapter 271 of the Texas Government Code.

This master framework permits either the City of Kingsville or the City of Georgetown to purchase materials, supplies, equipment, or professional services using agreements originally utilized or awarded by the other entity. While establishing a broad collaborative mechanism, this agreement targets and contemplates immediate cooperation regarding procurement efficiencies and shared contract usage.

Financial Impact:

The adoption of this master interlocal agreement establishes a structural process and does not create an immediate debt, funding drawdown, or financial obligation for the City of Kingsville. In strict compliance with the terms of the contract, each party (user departments) remains independently accountable for funding its own specific orders, purchases, or scopes of work directly from legally available current revenues. Furthermore, the agreement contains low risk administrative protections: it dictates that nothing binds either party to make a mandated

purchase, and it includes a flexible termination clause allowing either public entity to withdraw from the contract upon thirty (30) days' written notice to the designated representatives.

Recommendation:

It is recommended that the City Commission approve the Interlocal Cooperative Purchasing Agreement with the City of Georgetown and authorize the Mayor to execute the finalized instrument.



RESOLUTION NO. 2026-_____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF KINGSVILLE, TEXAS AND THE CITY OF GEORGETOWN, TEXAS FOR COOPERATIVE PURCHASING; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville ("City") has previously benefited from cooperative purchasing agreements with other governmental bodies to work for the benefit of our citizenry when able to do so; and

WHEREAS, state laws, Texas Government Code Chapter 791, allows "local governments" like the City to enter into agreements like this one to take advantage of those purchasing contracts for the benefit of their city; and

WHEREAS, the City has previously entered into cooperative purchasing agreements with other entities and found them to be useful; and

WHEREAS, the City, pursuant to the authority granted by the Parties' state purchasing law requirements, desires to participate in a Cooperative Purchasing Agreement with the City of Georgetown, Texas; and

WHEREAS, participation, through membership and utilization of competitively bid and awarded vendor contracts in a cooperative purchasing program specializing in the management of high quality cooperative procurement solutions will be beneficial to the taxpayers through the anticipated savings to be realized by the City; and

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

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

I.

THAT the Mayor is authorized and directed as an act of the City of Kingsville, Texas to execute an Interlocal Cooperation Agreement between the City of Kingsville, Texas and the City of Georgetown, Texas for Cooperative Purchasing for all allowable purchases when in the best interest of the City to do so in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

PASSED AND APPROVED by a majority vote of the City Commission on the 27th day of July, 2026.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Agreement ("Agreement") is entered into by and the City of Georgetown, Texas ("Georgetown") and the City of Kingsville, Texas, ("Kingsville") acting by and through their authorized officers.

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271 of the Texas Local Government Code; and,

WHEREAS, Section 271.102 of the Texas Local Government Code authorizes local governments to participate in a cooperative purchasing program with another local government or local cooperative organization; and,

WHEREAS, a local government that purchases materials, supplies, goods, services or equipment pursuant to a cooperative purchasing program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods or services; and,

WHEREAS, the Parties desire to enter into a cooperative purchasing program which will allow Parties to purchase materials, supplies, goods, services or equipment pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code; and,

NOW THEREFORE, in consideration of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I

PURPOSE

The purpose of this Agreement is to establish a cooperative purchasing program between the parties, which will allow each party to purchase goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code.

ARTICLE II

TERM

The term of this Agreement shall be for a period of one (1) years commencing on the last date of execution hereof (“Effective Date”). Thereafter, this Agreement shall automatically renew for successive periods of one (1) year each under the terms and conditions

stated herein, unless sooner terminated as provided herein.

ARTICLE III TERMINATION

A Party may withdraw its participation from this Agreement by providing thirty (30) days prior written notice to the other Parties.

ARTICLE IV PURCHASING

The City Manager or designee for each party is authorized to act on behalf of the respective party in all matters relating to the cooperative purchasing program. Each party shall make payments to the other party or directly to vendors under their respective contracts made under Chapter 271, Subchapter F, Texas Local Government Code. Each party shall be responsible for the vendor's compliance with provisions relating to the quality of items and terms of delivery.

ARTICLE V PARTICIPATION

The parties agree that any vendor offer of materials, supplies, goods, services or equipment to any party to this Agreement shall be considered an offer to all parties to this Agreement. Any vendor making a solicitation shall be notified by the party seeking the solicitation that they may limit their offer to apply only to that party. They shall be further notified that failing to do so, their offer may be included in this cooperative program.

ARTICLE VI CURRENT REVENUE

The parties hereby warrant that all payments, expenditures, contributions, fees, costs, and disbursements, if any, required of each party hereunder or required by any other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, addendum or associated document, shall be paid from current revenues available to the paying party. The parties hereby warrant that no debt is created by this Agreement

ARTICLE VII FISCAL FUNDING

The obligations of the parties pursuant to this Agreement are contingent upon the availability and appropriation of sufficient funding. Any party may withdraw from this Agreement without penalty in the event funds are not available or appropriated. However, no party will be entitled to a refund of amounts previously contributed in the event of withdrawal for lack of funding.

ARTICLE VIII MISCELLANEOUS

A. Relationship of Parties: This Agreement is not intended to create, nor should it be construed as

creating, a partnership, association, joint venture or trust.

- B. Notice: Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand delivery or facsimile transmission addressed to the respective Party at the address set forth opposite the signature of the Party.
- C. Amendment: This Agreement may be amended by the mutual written agreement of the Parties.
- D. Severability: In the event anyone 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 the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
- E. Governing Law: The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws and court decisions of the State of Texas; and venue for any action concerning this Agreement shall be in the Courts of Williamson County, Texas.
- F. Entire Agreement: This Agreement represents the entire agreement among the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.
- G. Recitals: The recitals to this Agreement are incorporated herein.
- H. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

EXECUTED on this the ____ day of the month of _____ 2026.

CITY OF KINGSVILLE, TEXAS

By: _____
Name: Sam R. Fugate
Title: Mayor
Date Signed: _____

Address for Notice:
City Manager, City of Kingsville, TX
P.O. Box 1458
Kingsville, TX 78364

ATTEST:

By: _____
City Secretary, Mary Valenzuela

FOR CITY, APPROVED AS TO FORM

By: _____
City Attorney, Courtney Alvarez

EXECUTED on this the ____ day of the month of _____ 2026.

CITY OF GEORGETOWN, TEXAS

By: _____

Name: _____

Title: _____

Date Signed: _____

Address for Notice:

ATTEST:

By: _____

City Secretary

FOR CITY, APPROVED AS TO FORM

By: _____

City Attorney

AGENDA ITEM #4

City of Kingsville
Finance Department

TO: Mayor and City of Commissioners
CC: Charlie Sosa, City Manager
FROM: Marquita Shamlin, Purchasing Manager
DATE: July 27, 2026
SUBJECT: Hosted Software and Services Agreement with H2O Analytics Corporation for Water Utility Analytics

Summary:

This item authorizes the approval and formal execution of a Hosted Software and Services Agreement, including Schedule A-1 (Rate Schedule) and Schedule B-1 (Statement of Work), between the City of Kingsville and H2O Analytics Corporation. This agreement establishes access to the H2O Analytics Network, a specialized software platform designed to consolidate municipal data to provide real time visibility into water loss, improve billing accuracy, and strengthen field operations.

Background:

To optimize water utility operations and manage resources efficiently, the City requires advanced system integration. The H2O Analytics platform consolidates the City's existing utility data streams, specifically Advanced Metering Infrastructure (AMI), billing, SCADA, and Geographic Information Systems (GIS) into a single, secure cloud-based portal.

Financial Impact:

The agreement carries an initial term of three (3) years. Funding for this system will be sourced from the Utility Fund under the following rate structure authorized in Schedule A-1:

1. **One-Time Setup Fee:** A fixed, one-time payment of \$26,526.00 due upon the effective date of the agreement for a utility customer-base of up to 9,500 connections. This fee will be paid on behalf of the City of Kingsville by Aguaworks.
2. **Annual Support Fees:** The first Annual Support Fee is \$13,262.00. This first annual fee will be paid on behalf of the City by Aguaworks. This first renewal date will be November 1, 2027, and subsequent annual renewals will be due every February 1st thereafter.

3. **Usage/Telecom Credits:** Telephone and SMS notification credits will be charged on a variable scale based on usage (ranging from \$0.08 to \$0.12 per credit).
4. **Growth Adjustments:** In the event the City's utility customer base exceeds 9,500 connections, incremental one-time payments (\$3,500 per additional 1,000 connections) and minor adjustments to the annual support fee (\$1.25 per incremental connection/year) will apply.

Since the initial setup and first year support costs are covered by Aguaworks, this agreement represents an exceptionally low risk financial framework to implement vital water utility software.

Recommendation:

It is recommended that the City Commission approve the Hosted Software and Services Agreement with H2O Analytics Corporation and authorize the Mayor to execute the agreement and associated schedules.



RESOLUTION #2026-_____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A HOSTED SOFTWARE AND SERVICES AGREEMENT AND SCHEDULES BETWEEN CITY OF KINGSVILLE AND H2O ANALYTICS CORPORATION; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville desires to have access to a specialized software platform that will provide municipal data on water loss and improve billing accuracy;

WHEREAS, H2O Analytics Corporation can provide the specialized software platform and is willing to assist with providing these services;

WHEREAS, the City and H2O Analytics Corporation have worked to prepare a Hosted Software and Services Agreement and related schedules between the City of Kingsville and H2O Analytics Corporation.

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 execute into a Hosted Software and Services Agreement between the City of Kingsville and H2O Analytics Corporation and related schedules in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

PASSED AND APPROVED by a majority vote of the City Commission on the _____ 27th day of July, 2026.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

**HOSTED SOFTWARE AND SERVICES AGREEMENT
BETWEEN H2O ANALYTICS CORP AND CITY OF KINGSVILLE**

This **Hosted Software and Services Agreement** (the "Agreement") is entered into and made effective as of the latest date set forth on the signature page of this Agreement ("Effective Date"), by and between **H2O Analytics Corporation** ("H2O"), a Texas corporation, having a place of business at 5404 Ridge Oak, Austin, TX 78731, and **City of Kingsville** ("Subscriber"), a political subdivision of the State of Texas, having a principal place of business at 400 W. King Ave., Kingsville, TX 78363.

STATEMENT OF PURPOSE

Subscriber is engaged in the water supply industry.

H2O offers a hosted software platform known as the *H₂O Analytics Network* whereby it provides data, analytic and communication services (utilizing the internet and other means of communication), stores data, and distributes information to and for subscribers in connection with their water utility business (as further explained below), thereby reducing water losses, encouraging conservation and improving customer satisfaction.

The parties are entering into this Agreement to set forth the terms and conditions pursuant to which H2O will provide Subscriber access to the H₂O Analytics Network.

AGREEMENT

In consideration of the mutual covenants and promises set forth below, and for other valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions.

Except as otherwise defined herein, the following capitalized terms shall have the meanings ascribed below:

"H₂O Analytics Network" means the network owned by H2O to which Subscriber is given access and use as part of the Network Services and pursuant to the terms and conditions of this Agreement.

"Consulting Services" means those services provided by H2O to Subscriber pursuant to Section 2.2.

"Effective Date" means the latest date set forth on the signature page of this Agreement.

"Fixed Payments" means, collectively, the fixed payment amounts referenced in Section 3.2 of the Agreement and Section 2 of an applicable Schedule A.

"Freedom of Information Legislation" means, collectively, various state and federal laws that guarantee access to data held by the state. Public Information Act, Texas Government Code, Chapter 552 is one example of such legislation.

"Initial Interface" means the initial Interface provided by H2O to Subscriber to enable Subscriber to access the H₂O Analytics Network (which, if modifications to the standard interface are necessary, shall be provided pursuant to the initial Statement of Work for Consulting Services).

"Interface(s)" means the Initial Interface and any subsequent interfaces or improvements or enhancements thereto developed by H2O as part of any Consulting Services.

"Licensed Program(s)" means a computer software program identified in an applicable Schedule A to this Agreement (and all enhancements, improvements or modifications thereto and all related Technical Documentation) applicable to a particular Network Service. Not all Network Services require Licensed Programs.

"Materials" means any Interfaces, materials, documentation or information provided by H2O to Subscriber pursuant to any Services.

"Network Data" means data accessed by Subscriber through the H₂O Analytics Network (other than information owned by Subscriber).

"Network Services" means software services provided by H2O to Subscriber through access to the H₂O Analytics Network as described in Section 2.1.

"NPI" means nonpublic information relating to customers and former customers of Subscriber. Subscriber information that is subject to Freedom of Information Legislation is not considered NPI.

"Services" means the Network Services, Consulting Services, Remote Support Services and other services provided by H2O to Subscriber under this Agreement.

"Statement of Work" means a written agreement executed by both parties that expressly incorporates the terms of this Agreement and pursuant to which H2O provides Consulting Services to Subscriber. Each Statement of Work shall comply with the requirements of Section 2.2.

"Subscriber" has the meaning set forth in the preamble to this Agreement.

"Subscriber Data" means data belonging to Subscriber including billing data, customer data, meter data, information related to water treatment and the water distribution network, and other data pertaining to Subscriber business operations which is transmitted to H2O via the Interface(s) for processing by the Network Services.

"Technology Documentation" means the user manuals (including electronic documentation) provided by H2O to Subscriber related to Subscriber's use of the Network Services and H₂O Analytics Network, as updated from time to time by H2O.

"Remote Support Services" shall mean the telephone and network-based support services provided by H2O pursuant to Section 2.5 of this Agreement.

"Territory" means the United States of America.

"Variable Payments" means, collectively, the variable payment amounts referenced in Section 3.2 of this Agreement and Section 2 of an applicable Schedule A.

"VPN" means Virtual Private Network, a secured and authenticated data network which relies upon public telecommunication infrastructure.

2. H2O Services.

2.1 Network Services. During the term of this Agreement, H2O shall offer Network Services to Subscriber for use within the Territory. The Network Services shall consist of the following: (i) development of the Interfaces through Consulting Services; and (ii) commencing upon completion and installation of the Interface applicable to a specific Network Service, and continuing thereafter during the term of this Agreement, H2O shall provide Subscriber access to the H2O Analytics Network solely for the following purposes: (a) to transmit Subscriber Data to H2O for only those Network Services authorized in Section 1 of each Schedule A to this Agreement, and (b) to allow Subscriber to access data, analysis and communication services related to such Subscriber data to be formatted in standard forms and transferred between Subscriber, H2O and Subscriber's customers as described in the Technical Documentation. Each Schedule A to this Agreement shall be executed by both parties, expressly reference this Agreement, and be numbered consecutively, commencing with Schedule A-1. Subscriber is not authorized to utilize the H2O Analytics Network or Network Services to transmit Subscriber Data (or any related information) for any Network Services not authorized pursuant to an applicable Schedule A to this Agreement or outside the Territory. Each Schedule A hereto shall contain additional terms and conditions applicable to the Network Services authorized therein.

2.2 Consulting Services; Development of Interfaces. Pursuant to this Agreement and subject to the execution by the parties of an applicable Statement of Work, H2O shall provide user training services or Interface development or customization services pursuant to subsequent Statements of Work executed by both parties. All Consulting Services shall be provided on a time and materials basis at the hourly rates set forth in an applicable Statement of Work (or, if applicable, as set forth in Section 3.4).

Each Statement of Work shall include all material terms applicable thereto, including, without limitation, H2O's hourly rates for such services, a description of the Consulting Services to be performed, any Materials to be provided, and any additional specifications and use restrictions applicable thereto. All Statements of Work related to Consulting Services provided under this Agreement shall be numbered consecutively, commencing with Statement of Work B-1. In the event of a conflict between the terms of any Statement of Work and the provisions hereof, the terms of the Statement of Work shall control solely for purposes of that Statement of Work (unless the Statement of Work expressly provides for the amendment of this Agreement).

2.3 License to Materials. H2O grants to Subscriber a non-transferable, non-exclusive license to use the Materials during the term of this Agreement solely for Subscriber's internal use in connection with its access to the H2O Analytics Network and utilization of the Network Services pursuant to the terms of this Agreement. Subscriber shall not use, reproduce, prepare derivative works based upon, distribute copies of, perform, display, make, use, or sell the Materials or related Technical Documentation related thereto except as expressly authorized in this Agreement.

2.4 License to Use Licensed Programs. Subscriber's use of some Network Services may require Subscriber to utilize certain H2O Licensed Programs. In such event, the applicable Schedule A to this Agreement for such Network Services will contain additional terms and conditions identifying such Licensed Programs and related issues. Subject to all terms and conditions of this Agreement, commencing on the date Subscriber is provided access to each specific Licensed Program H2O grants to

Subscriber, for the term of such Schedule A, a non-exclusive, non-transferable license to use each Licensed Program within the Territory for Subscriber's own internal business operations in using the Network Services identified in such Schedule A. Subscriber shall not modify, reproduce, prepare derivative works based upon, distribute copies of, perform, display, make, use, or sell the Materials or related Technical Documentation related thereto except as expressly authorized in this Agreement.

2.5 Remote Support Services. H2O shall make telephone and network-based support services ("Remote Support Services") available for Subscriber's inquiries regarding problems in its use of the H2O Analytics Network. Remote Support Services shall be available through H2O's help desk approximately eight (8) hours a day (which, as of the Effective Date, are between the hours of 9:00 a.m. and 5:00 p.m., central time, Monday through Friday (excluding holidays recognized by H2O)); these hours are subject to change upon prior written notice to Subscriber. H2O will issue Subscriber identification codes or passwords for accessing the Remote Support Services. Subscriber is responsible for all hourly charges incurred by parties using the identification codes or passwords issued to Subscriber. Remote Support Services are provided for the purpose of trouble shooting only, are not intended as a substitute for user training related to use of the H2O Analytics Network, and do not include any on-site services. H2O shall have no other obligation to provide support services for the Network Services other than as set forth in this Section 2.5. Support services not included within the Remote Support Services described in this Section 2.5 shall only be provided as Consulting Services pursuant to Section 2.2.

2.6 Ownership. All right, title and interest in and to the H2O Analytics Network, Network Data and any Licensed Programs and Materials, and in all patents, trademarks, copyrights, trade secrets, and all other intellectual property and proprietary rights therein, are owned by and shall remain the exclusive property of H2O (or by a third party who has authorized H2O to utilize such property). Subscriber acknowledges and agrees that it does not own, and shall not acquire, any right, title or interest in these items and rights (other than the limited license for use with the Network Services set forth in this Agreement), and that, if necessary, it agrees (and agrees to cause its employees) to perform any acts that may be reasonably necessary to transfer ownership of any right, title, and interest in the H2O Analytics Network, Network Data, and all Licensed Programs and Materials to H2O, including, but not limited to, the execution of further written assignments.

H2O agrees that it shall have no right, title or interest in or to the Subscriber Data, NPI or in any logos, service marks, trademarks, copyrights, trade secrets of Subscriber, and all other intellectual property and proprietary rights therein, pursuant to this Agreement and shall only be entitled to utilize such property as expressly provided herein.

2.7 Use of Subscriber Name and Trademark. Subscriber agrees that, during the term of this Agreement, H2O may reference on its H2O Analytics web site or in related publications that Subscriber is a user and/or subscriber of the H2O Analytics Network and is authorized to publish Subscriber's trademark on such web site or in such related publications.

2.8 Commercial Computer Software. The Licensed Software was developed entirely at private expense and is "commercial computer software" as that term is described within the applicable U.S. Government acquisition regulations. Accordingly, pursuant to FAR 12.212 and DFARS 227.7202, the use, modification, reproduction or disclosure of the Licensed Software by or for the U.S. Government, including any U.S. Government subcontractor, is subject solely to the terms and conditions expressed in this Agreement, except for provisions that are contrary to applicable mandatory federal laws. The parties recognize that state and local governments are not bound by the FAR.

3. Subscriber Obligations.

3.1 Representations and Warranties. Subscriber acknowledges, agrees and warrants that, during the term of this Agreement:

3.1.1 it shall acquire, provide and maintain, as applicable and at its sole expense, licenses for all other software, hardware, equipment, connections, facilities, services and other supplies necessary for the development of an Interface, its access to the H₂O Analytics Network, and its use of the Network Services;

3.1.2 it shall be responsible for confirming the accuracy of all data and information supplied or received by it utilizing the H₂O Analytics Network or Network Services;

3.1.3 it shall not (i) provide access to the H₂O Analytics Network, the Network Services, Licensed Programs or Materials to any third party; (ii) use the H₂O Analytics Network, the Network Services, Licensed Programs or Materials for third-party training, commercial time-sharing, out-sourcing, rental, or service bureau use; and (iii) assign, sublicense, lease, transfer, or rent the H₂O Analytics Network, the Network Services, Licensed Programs or Materials; and (iv) reverse engineer, disassemble or decompile any software related to the H₂O Analytics Network, the Network Services, Licensed Programs or Materials, or cause or permit such acts.

3.1.4 its access to and utilization of the H₂O Analytics Network and Network Services shall at all times comply with the Technical Documentation;

3.1.5 it will not knowingly transmit data utilizing the Network Services or the H₂O Analytics Network that contains computer code or instructions that will disrupt, damage or interfere with the H₂O Analytics Network or related telecommunications equipment or that otherwise infringes or unlawfully misappropriates the intellectual property of any party.

3.2 Payment for Network Services. In addition to all other payment obligations set forth elsewhere in this Agreement, Subscriber shall pay to H2O for the Network Services the amounts set forth in an applicable Schedule A. H2O shall invoice Subscriber for all amounts payable under Section 2 of each applicable Schedule A. All "Fixed Payment" amounts owing under Section 2 of a Schedule A shall be due and payable by Subscriber to H2O, and shall be invoiced, as set forth in the applicable Schedule A. All "Variable Payment" amounts owing under Section 2 of a Schedule A shall be due and payable by Subscriber to H2O, and shall be invoiced on, the last day of the month in which incurred. All payment obligations pursuant to each Schedule A are in addition to any payment obligations under any other Schedule A's to this Agreement.

3.3 Payment for Licensed Programs. All one time fees for an applicable Licensed Program identified in an applicable Schedule A are due and payable by Subscriber to H2O, and Subscriber agrees to pay such amounts, on the date set forth in such Schedule A. H2O shall invoice amounts on the date set forth in the applicable Schedule A.

3.4 Consulting Services Fees. Any Consulting Services provided by H2O to Subscriber pursuant to this Agreement will be mutually agreed upon in advance in a Statement of Work signed by each of the parties. In the event a Statement of Work fails to state an hourly rate for such services, the hourly rate shall be H2O's standard rate for such services at such time. (For informational purposes only, as of the Effective Date, H2O's standard hourly rates for Consulting Services are \$125 per resource and are subject to change at any time). Fees for Consulting Services shall be invoiced by H2O to Subscriber once a month on the last day of the month in which such fees and expenses are incurred and are due and payable by Subscriber to H2O on the date of the invoice for such amounts.

3.5 Other Expenses. Subscriber shall pay H2O for all reasonable travel, living and out-of-pocket expenses incurred by H2O in providing Consulting Services to Subscriber (such expenses shall be presumed to be reasonable if they are consistent with H2O's

then current travel and expense policy, a copy of which is available to Subscriber at any time upon request). Such travel, living and out-of-pocket expenses shall be invoiced on the last day of the month in which incurred and are due and payable by Subscriber to H2O on the date of the invoice for such amounts.

3.6 Remote Support Services Fees. The initial three (3) hours of Remote Support Services for Subscriber during each calendar month shall be provided at no additional charge. All hours of Remote Support Services during each calendar month in excess of three (3) hours shall be provided, and Subscriber agrees to pay for such services, at the rate of \$85 per hour (subject to increase on reasonable prior written notice from H2O). H2O shall invoice Subscriber for all charges for Remote Support Services on a monthly basis on the last day of the month in which incurred, and such charges are due and payable by Subscriber to H2O on the date of the invoice for such amounts.

3.7 Late Fees. In the event Subscriber fails to pay any correct amounts pursuant to the terms of this Agreement within thirty (30) days of the date of its receipt of the applicable invoice for such amounts, H2O shall be entitled to charge, and Subscriber shall pay, a late fee equal to one and one half percent (1.5%) (or, if less, the highest rate of interest allowed by law) of the outstanding balance, or portion thereof, for each thirty (30) day period such amount or portion thereof remains outstanding after the applicable invoice date.

3.8 Taxes. The charges and fees set forth in this Agreement do not include taxes. If H2O is required to pay sales, use, property, value-added, or other federal, national, provincial, state or local taxes based on the licenses or services provided under the terms of this Agreement or on Subscriber's use of such services or licenses, then such taxes shall be billed to and promptly paid by Subscriber. This Section shall not apply to taxes based on H2O's income and property owned by H2O, which shall remain the responsibility of H2O.

3.9 Price Changes for Schedule A Charges. H2O reserves the right to increase all fees/charges described in any Schedule A to this Agreement at any time, provided that (i) such fees/charges are not increased more than once per year, and (ii) H2O notifies Subscriber of such increases for fees/charges no later than sixty (60) days prior to the effective date of such increases. Each Schedule A may contain additional terms related to increases in the charges set forth in such Schedule A.

3.10 Charges Not Included. Costs and expenses for any software, consulting services, materials and third party software, hardware or services not included in the fees/charges set forth in an applicable Schedule A of this Agreement shall be the responsibility of Subscriber.

3.11 Invoices. Invoices from H2O to Subscriber pursuant to this Agreement shall be sent to Subscriber at the following address:

Subscriber: City of Kingsville
Address: 400 W. King Ave.
Kingsville, TX 78363
Attn: Charlie Sosa – City Manager
Tel.: (361) 595-8025

3.12 Communications Connectivity. Subscriber shall provide its own Internet connectivity for transmission of Network Data to H2O and for accessing the Network Services. Subscriber will make VPN connectivity available to H2O for purposes of providing the Remote Support Services specified in Section 2.5 of this Agreement and the Consulting Services described in Section 2.2 of this Agreement and associated Statements of Work.

4. Term and Termination.

4.1 Term. The initial term of this Agreement shall commence on the Effective Date and shall continue for a period of three (3) years

thereafter. This Agreement shall automatically renew thereafter for successive one (1) year periods, unless a written notice of non-renewal is provided by either party to the other not less than sixty (60) days prior to the expiration of the initial term or any subsequent renewal term.

4.2 Termination for Cause. In the event either party defaults under any other material obligation in this Agreement or an applicable Schedule A, the non-defaulting party shall give written notice of such default. If the defaulting party fails to cure such default within thirty (30) days its receipt of such default notice (or such other time agreed to in writing by the parties), the non-defaulting party may immediately terminate this Agreement or the applicable Schedule A by written notice to the defaulting party. The parties understand and agree that an applicable Schedule A may be terminated without terminating the Agreement or another Schedule A. The termination of this Agreement shall immediately terminate all Schedules hereunder.

4.3 Effect of Expiration or Termination. The expiration or termination of this Agreement shall not relieve Subscriber's obligations under this Agreement with respect to the payment of all fees and expenses incurred as of the effective date of such termination or that Subscriber is otherwise obligated to pay as of such date that are not the basis for Subscriber's termination for cause of this Agreement (if terminated for cause by Subscriber). In addition, upon expiration or termination of this Agreement, Subscriber shall immediately (i) discontinue use of the Network Services, the H₂O Analytics Network and all Materials; (ii) deliver to H₂O all physical copies of all Materials, including, without limitation, any Interfaces, and other proprietary and intellectual property of H₂O that is in the Subscriber's possession; and (iii) within thirty (30) days after expiration or termination of this Agreement, an officer of Subscriber shall certify in writing to H₂O that Subscriber has complied with the provisions of this Section 4.4. This requirement applies to copies in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials.

4.4 Suspension of Network Services. H₂O may immediately suspend Subscriber's use of the H₂O Analytics Network if Subscriber uses such network in a manner that violates this Agreement that does, or is likely to, result in material harm to H₂O or otherwise becomes more than sixty (60) days past due in any amounts owing under this Agreement. Such suspension shall continue until Subscriber confirms in writing that it has taken the necessary steps to terminate and prevent such unauthorized use or has paid the past due amounts. In the event of any such immediate suspension, H₂O shall provide Subscriber oral or written notification of such suspension, which shall include a detailed description of the violation, within two (2) hours of such suspension so that Subscriber (i) knows about such suspension and violation, and (ii) the basis for the suspension.

4.5 Other Termination of Schedule A. Each Schedule A hereto may include additional terms and conditions related to the termination of that specific Schedule A.

5. Warranties.

5.1 Performance of Consulting Services. H₂O shall perform the Consulting Services described in this Agreement in a workmanlike manner consistent with applicable industry standards, provided that Subscriber notifies H₂O of any breach of this sentence within thirty (30) days after completion of the Consulting Services applicable to any alleged breach.

5.2 Warranty for Interfaces. H₂O warrants that, for a period of sixty (60) days from the date of delivery to Subscriber, an Interface will perform according to the specifications set forth in the Technical Documentation or, if applicable, the Statement of Work.

5.3 Warranty for Licensed Programs. H₂O warrants that, for a period of ninety (90) days from the date an applicable Schedule A

is executed by the parties, the applicable Licensed Program (not including Materials), when used in accordance with the applicable Technical Documentation and consistent with the terms of this Agreement, will perform in substantial compliance with all material specifications for such Licensed Program as set forth in such Technical Documentation. In the event a Licensed Program fails to perform as warranted herein during such period, H₂O shall make commercially reasonable efforts to correct any reproducible error condition reported to H₂O during the applicable period. In the event H₂O is unable to correct such reported reproducible error within a reasonable period of time, Subscriber, as Subscriber's sole and exclusive remedy and H₂O's entire liability, shall be entitled to: (i) terminate the applicable Schedule A and (ii) a credit of the one-time license fees actually paid pursuant to this Agreement for such Licensed Program. In the event H₂O provides such credit for the benefit of Subscriber, Subscriber shall return all copies of the Licensed Program to H₂O. The limited warranty provided hereunder shall not apply to a Licensed Program to the extent it has been modified by other than H₂O or not used in accordance with the Technical Documentation or this Agreement.

5.4 Disclaimer of Warranties. The warranties specified in this Section 5 are the complete warranties between H₂O and Subscriber. **EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION 5, H₂O MAKES NO WARRANTY, CONDITION OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE SERVICES, THE H₂O ANALYTICS NETWORK, THE NETWORK DATA, LICENSED PROGRAMS OR MATERIALS, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT ANY USE OF THE SERVICES, H₂O ANALYTICS NETWORK, NETWORK DATA OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR MEET SUBSCRIBER'S REQUIREMENTS.**

6. Limitation of Liability.

6.1 UNDER NO CIRCUMSTANCES SHALL H₂O (OR ITS SUPPLIERS AND CONTRACTORS) HAVE ANY LIABILITY TO SUBSCRIBER FOR ANY CONSEQUENTIAL (INCLUDING LOST PROFITS), EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES OR COSTS RESULTING FROM ANY CLAIM (WHETHER IN CONTRACT, TORT, NEGLIGENCE, OR STRICT LIABILITY) RELATED TO OR ARISING OUT OF THIS AGREEMENT OR THE USE OR INABILITY TO USE, OR PERFORMANCE OR NONPERFORMANCE OF, THE NETWORK SERVICES, H₂O ANALYTICS NETWORK, NETWORK DATA, LICENSED PROGRAMS OR MATERIALS, OR ANY COMPONENT THEREOF, EVEN IF H₂O HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. H₂O SHALL NOT BE LIABLE FOR ANY THIRD PARTY CLAIMS AGAINST SUBSCRIBER OTHER THAN AS EXPRESSLY PROVIDED IN THIS AGREEMENT.

6.3 Without limiting Section 6.1 above, H₂O's liability (including its suppliers and contractors) for any breach(es) of this Agreement shall be limited to actual, direct damages incurred by Subscriber as a result of such breach, and its aggregate liability for such actual damages for any and all such breaches shall not exceed, under any circumstances, the aggregate amount of the charges and fees paid by Subscriber to H₂O pursuant to this Agreement during the six (6) month period immediately preceding the most recent default by H₂O of its obligations under this Agreement.

6.4 Subscriber agrees that H₂O shall have no liability whatsoever, actual or otherwise, to Subscriber based on any of the following: (i) any delay, interruption in use of, failure in or breakdown of the Network Services, Licensed Programs or H₂O Analytics Network or errors or defects in transmission occurring in the course of the use of the H₂O Analytics Network; (ii) any unlawful or unauthorized use of the Network Services, Licensed Programs, H₂O Analytics Network, Network Data, or Materials; (iii) any loss of or damage to Subscriber's records or information; (iv) any claims based on third

party communication provider services; or (v) any claim resulting from the termination of the Services.

6.5 H2O shall defend Subscriber, at H2O's expense, against a third party claim that the Licensed Programs or Materials as provided and used within the scope of this Agreement infringe or unlawfully misappropriate such party's United States patents, copyrights, trademarks, or trade secrets, and pay any amounts awarded by a court of appropriate jurisdiction to such third party to the extent based on such claims or otherwise included in a settlement of such claims approved by H2O, provided that: (a) Subscriber notifies H2O in writing promptly (but in no event more than thirty (30) days after) upon becoming aware of such a claim and (b) Subscriber allows H2O to control, and cooperates with H2O in, the settlement and defense of such claims. H2O shall have no authority pursuant to this Section 6.4 to agree to payment on behalf of Subscriber that will not be paid by H2O or to agree to other equitable relief not related to the Licensed Programs, Materials or Network Services.

H2O shall have no liability for any claim based, in whole or in part, on: (a) use of the Licensed Programs or Materials outside the scope of this Agreement; (b) use of a superseded or altered release of the Licensed Programs or Materials, if the infringement would have been avoided by the use of the current release of the Licensed Programs or Materials made available by H2O to Subscriber under this Agreement; (c) the combination, operation, or use of any Licensed Programs or Materials licensed hereunder with any software, hardware or other materials not represented in the applicable Technical Documentation as interoperable with the applicable Licensed Program or Materials; or (d) any modification of the Licensed Programs or Materials not made by H2O.

In the event the Licensed Programs or Materials are held to infringe or unlawfully misappropriate, or are believed by H2O to infringe or unlawfully misappropriate, a third party's United States patent, copyright, trademark, or trade secret, H2O shall have the option, at its expense, to (i) modify the Licensed Programs or Materials to be non-infringing; (ii) obtain for Subscriber a license to continue using the Licensed Programs or Materials, (iii) replace the Licensed Programs or Materials with alternative non-infringing software; or (iv) terminate the license for the infringing Licensed Programs or Materials and, to the extent applicable, refund the one time license fees paid for the applicable Licensed Programs or the fees paid for the Consulting Services paid by Subscriber to H2O to develop the Materials, if any.

This Section states H2O's entire liability, and Subscriber's exclusive remedy, for any claims for infringement or unlawful misappropriation, whether such action, claim or proceeding is based on breach of warranty or any other cause of action.

7. Confidentiality.

7.1 Confidential Information. By virtue of this Agreement, the parties may have access to information that is confidential to one another. "Confidential Information" shall mean: (i) the terms and pricing under this Agreement; (ii) the data being transmitted on behalf of Subscriber; (iii) information related to the H2O Analytics Network and any Licensed Programs or Materials (which shall be considered H2O's Confidential Information); (iv) NPI transmitted by or to Subscriber; and (v) all information clearly identified by either party as confidential at the time of disclosure (collectively, the "Confidential Information"). A party's Confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) is lawfully disclosed to receiving party by a third party without an obligation of nondisclosure to the disclosing party; (c) is independently developed by the other party without reference to the Confidential Information; or (d) was already in the receiving party's possession prior to the Effective Date of this Agreement. Additionally, a party may disclose Confidential Information solely to the extent required by subpoena, court order or government requirement to be disclosed, provided that the receiving party shall give the disclosing

party prompt written notice of such subpoena, court order or government requirement so as to allow such disclosing party to have an opportunity to obtain a protective order to prohibit or restrict such disclosure. Confidential Information disclosed pursuant to subpoena, court order or government requirement shall otherwise remain subject to the terms applicable to Confidential Information.

7.2 Obligations of Non-Disclosure. During the term of this Agreement, the parties are authorized to use the Confidential Information of the other party solely for the purposes of this Agreement and to disclose such Confidential Information within such party on a need to know basis only. A party shall not disclose the Confidential Information of the other party to third parties other than as expressly authorized in this Agreement or as previously authorized in writing by the party owning such Confidential Information. The parties agree to use the same care and discretion to avoid the unauthorized disclosure, publication or dissemination of the other party's Confidential Information received pursuant to this Agreement as it uses to protect its own similar information that it does not wish to disclose, publish or disseminate (but in no event less than a reasonable standard of care).

7.3 Transmittal of Confidential Information. Subscriber understands that H2O cannot guarantee the security of such information when transmitted or accessible when using the internet or H2O Analytics Network or other third party communication providers. Provided that H2O is otherwise in compliance with its material obligations under Section 7.6, H2O shall not be liable or responsible to Subscriber or any other party for any losses, damages, claims, costs or other obligations arising out of or relating to any unauthorized access to, disclosure or use of such Subscriber data or other Confidential Information while such information is transmitted or accessible through the H2O Analytics Network, and shall have no responsibility or liability for any services performed by third party communication providers related to Subscriber's use of the H2O Analytics Network or any breach of confidentiality or security caused by Subscriber's failure to maintain the confidentiality and control of Subscriber's user identification numbers or passwords related to its use of the H2O Analytics Network.

7.4 Industry Tracking Information. Subscriber understands that, as part of the Network Services, H2O may aggregate and disclose information related to the subscribers to the Network Services, in general, of services for their various customers, and agrees that such disclosure shall not be considered or otherwise deemed a breach of this Agreement.

7.5 Disclosures Related to Network Services. Subscriber agrees that the purpose of certain Network Services is to view information and that Subscriber's customers may use the Network Services to share their information with others. Such usage is intended and does not constitute unauthorized disclosure of information. Subscriber shall indemnify and hold H2O harmless from and against any third party claims against H2O related to such disclosures. Additionally, H2O shall not be liable or responsible for any unauthorized disclosures by such customers of any Subscriber Confidential Information.

7.6 Information Security for NPI. For purposes of the NPI, H2O agrees as follows:

- (i) All NPI shall be considered Subscriber Confidential Information;
- (ii) Other than as expressly authorized in this Agreement or otherwise in writing by Subscriber, H2O shall not disclose NPI to any third party other than H2O's contractors or affiliates without the prior written consent of Subscriber;
- (iii) If H2O is required or permitted by law or regulation to disclose NPI under any circumstance not expressly

authorized by this Agreement, H2O, where not prohibited by laws, shall notify Subscriber in writing prior to such disclosure if possible or immediately thereafter if prior disclosure is not possible;

- (iv) H2O agrees to take measures consistent with those taken with its own similar Confidential Information, but in no event less than reasonable measures, designed to: (a) protect the security and confidentiality of NPI; (b) protect against any reasonably anticipated threats or hazards to the security or integrity of NPI; and (c) protect against unauthorized access to or use of such Subscriber Information that could result in substantial harm to any of Subscriber's customers;
- (v) H2O agrees that, on not less than ten (10) business days prior written notice, Subscriber may audit H2O's compliance with its obligations related to such NPI by having H2O collect all such NPI then in its possession for review by Subscriber and have an officer of H2O certify in writing that H2O has not made any unauthorized use of the NPI as of the date of such written confirmation. Any such review shall take place at H2O's location, occur during normal business hours, last not more than two business days, and not unreasonably interfere with H2O's normal business operations. Subscriber shall comply with H2O's normal on site policies and regulations in connection with any such review.
- (vi) On receipt of written request by H2O from Subscriber following the expiration or termination of this Agreement, H2O shall return or certify that it has destroyed all NPI provided by Subscriber pursuant to this Agreement (provided, however, in the event that any such NPI is retained in any backup tapes (or similar media) for recovery purposes, such NPI on the back-up tapes shall remain subject to the terms hereof and be destroyed by H2O in the ordinary course of its business for such records); and
- (vii) The terms of this Section 7.6 applicable to NPI shall survive the expiration or termination of this Agreement and continue for so long as H2O has such Nonpublic Personal Information in its possession.

H2O shall promptly notify Subscriber if it determines that third parties have accessed the NPI other than as authorized herein. H2O shall respond promptly and thoroughly to Subscriber's requests for information concerning the specific security measures implemented by H2O, provided, however, that H2O shall not be obligated to disclose proprietary information related to the H2O Analytics Network or the security measures utilized in connection therewith.

Upon reasonable written notice to H2O (which in no event shall be less than ten (10) business days), Subscriber may, at its expense, inspect the information security systems implemented by H2O consistent with audits H2O allows to be conducted by its general customer base for subscribers to the H2O Analytics Network; provided, however, H2O shall not be required to disclose proprietary information related to the H2O Analytics Network or the security measures utilized in connection therewith that it does not make generally available to other subscribers for similar audits.

In the event Subscriber determines that the information security measures implemented by H2O are not adequate, Subscriber will notify H2O of such determination and outline the additional information security measures Subscriber believes should be implemented by Subscriber. In the event (i) H2O does not implement the security measures requested by Subscriber within a reasonable period of time, or (ii) if H2O does not provide the related security information for the H2O Analytics Network that Subscriber considers relevant to its security audit as described in the

preceding paragraph, Subscriber, as its sole and exclusive remedy and H2O's entire liability, may terminate this Agreement on written notice to H2O, and such written notice shall be effective on the sooner to occur of: (i) the termination date set forth in such notice of termination or (ii) sixty (60) days from H2O's receipt of such notice of termination.

8. Miscellaneous.

8.1 Governing Law. This Agreement and all performance hereunder shall be governed by the laws of the State of Texas, without regard for its conflicts of law principles.

8.2 Notices. All notices required hereunder shall be in writing and sent by first class mail and either (i) registered or certified mail, return receipt requested, or (ii) reliable overnight courier. Notices to H2O shall be addressed to: H2O Analytics Corporation, 5404 Ridge Oak, Austin, TX 78731, Attn: Jim Brown. Notices to Subscriber shall be addressed to: City of Kingsville, 400 W. King Ave., Kingsville, TX 78363, Attn: Charlie Sosa – City Manager.

8.3 Severability. In the event any provision of this Agreement, or portions thereof, is held to be invalid, illegal, or unenforceable, they are to that extent deemed to be omitted and the remaining provisions of this Agreement will be effective.

8.4 Waiver. The waiver by either party of any default, breach, or right of this Agreement shall not constitute a waiver of any other or subsequent default, breach, or right.

8.5 Survival. The expiration or termination of this Agreement shall not relieve either party of any obligations of payment that accrued pursuant to the terms of this Agreement, or that such obligated party agreed to pay, prior to the effective date of such expiration or termination, and the parties' obligations under Sections 6 (Limitation of Liability), 7 (Confidentiality), and 8 (Miscellaneous) shall survive the expiration or termination of this Agreement.

8.6 Force Majeure. Neither party shall be responsible for failure to perform in a timely manner under this Agreement when its failure results from any of the following causes: Acts of God or public enemies, civil war, insurrection or riot, fire, flood, explosion, earthquake or serious accident, strike, labor trouble or any cause beyond its reasonable control.

8.7 Assignment. Subscriber party may not assign its rights or obligations under this Agreement, in whole or in part, without the prior written consent of H2O. Any purported assignment of rights in violation of this Section 8.7 is void.

Notwithstanding the foregoing, H2O agrees that Subscriber may assign this Agreement (in its entirety) to a third party in connection with such third party's purchase of all or substantially all of the assets of Subscriber, provided that any such assignment authorized in this Section 8.7 shall be subject to the following conditions: (a) the assignee is a water utility and is not a competitor, directly or indirectly, of H2O; and (b) the assignee expressly assumes all rights and obligations of Subscriber under this Agreement in a written agreement with H2O.

The assignment of this Agreement pursuant to this Section shall not relieve Subscriber of any obligations outstanding as of the effective date of such assignment. All rights and licenses of Subscriber hereunder shall terminate as of the effective date of any assignment of this Agreement; provided, however, Subscriber's obligations of confidentiality pursuant to Section 7 above shall continue in accordance with Section 7 indefinitely.

This Section shall not prohibit H2O's right to assign this Agreement; provided, however, that any assignee of this Agreement by H2O shall expressly assume H2O's obligations under this Agreement.

8.8 Export Administration. Subscriber is not authorized to transfer, or cause to be transferred, or utilize any Licensed Programs, Materials, Network Services or the H2O Analytics Network outside the Territory. In the event Subscriber is subsequently authorized in writing by H2O to transfer or utilize any Licensed Programs or

Materials outside such Territory, Subscriber agrees to comply fully with all relevant export laws and regulations of the United States to assure that neither the Licensed Programs or Materials, nor any direct product thereof, are exported, directly or indirectly, in violation of United States law.

8.9 Dispute Resolution. In the event of a dispute, the parties shall work together in good faith to resolve the matter through informal means, including timely escalation of the dispute to senior management having full settlement authority. If the dispute remains unresolved, the parties will use a mutually agreed non-binding alternative dispute resolution technique. Either party may seek a judicial resolution only after completion of the foregoing procedures; provided, however, that either party may seek

injunctive or other equitable relief to which they may be entitled at any time.

8.10 Entire Agreement. All Schedules and supplements attached to this Agreement are incorporated herein by reference and are expressly made a part of this Agreement (except supplements that require execution by the parties, which shall not be binding until executed by both parties). This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party.

Each party has caused this Agreement to be executed by its duly authorized representative.

H2O ANALYTICS CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

CITY OF KINGSVILLE

By: _____

Name: Sam R. Fugate

Title: Mayor

Date: _____

SCHEDULE A-1
HOSTED SOFTWARE AND SERVICES AGREEMENT
BETWEEN H2O ANALYTICS CORP AND CITY OF KINGSVILLE

This **Schedule A-1 to the Hosted Software and Services Agreement** ("Schedule A") is effective as of the latest date on the signature section below ("Effective Date of this Schedule A") by and between **H2O Analytics Corporation** ("H2O"), a Texas corporation, having a place of business at 5404 Ridge Oak, Austin, TX 78731, and **City of Kingsville** ("Subscriber"), a political subdivision of the State of Texas, having a principal place of business at 400 W. King Ave., Kingsville, TX 78363.

This Schedule A incorporates by reference that certain Hosted Software and Services Agreement of even date herewith (the "Agreement") by and between the parties, and Subscriber's access to the H2O Analytics Network and use of the Network Services shall be governed by the terms and conditions of the Agreement. The Agreement shall remain in full force and effect, except that it shall be supplemented as set forth in this Schedule A. Any capitalized terms that are not defined in this Schedule A shall have the meanings set forth in the Agreement. Should a conflict arise between this Schedule A and the Agreement, the provisions of this Schedule A shall control.

1. Authorized Network Services. Commencing on the Effective Date of this Schedule A and as the standard Interfaces for each such Network Service identified below are made available by H2O to Subscriber and continuing so long as such Network Services are offered through the H2O Analytics Network, H2O hereby authorizes Subscriber to utilize the H2O Analytics Network and Network Services within the Territory pursuant to the terms of the Agreement and this Schedule A:

- (a) H2O Analytic Engine;
- (b) Customer Messaging Service;
- (c) Billing System Interface module;
- (d) Hourly Meter Data Processing module;
- (e) Customer Portal;

2. Payments for Network Services Authorized Pursuant to Section 1.

2.1 Payments for Network Services in Sections 1(a) through (e). In addition to all other payment obligations elsewhere in the Agreement, Subscriber agrees to pay the following Fixed, Variable and Annual Support Payments for its use of the H2O Analytics Network and Network Services set forth in Sections 1(a) through (e) of this Schedule A:

(i) **Fixed Payment.** A one-time payment of \$26,526.00 is due upon the Effective Date of this Schedule A and will be paid on behalf of Subscriber by Aguaworks. Subscriber is authorized to use the Network Services in conjunction with a utility customer-base not to exceed 9,500 connections. In the event that Subscriber's customer base exceeds 9,500 connections, incremental one-time payments will be due as described here:

Number of Subscriber Connections	One-Time Fee
9,501 to 10,500	\$ 3,500.00
Each additional 1,000 thereafter	\$ 3,500.00

(ii) **Telecom Payments.** Telephone call credits are charged per 60 second call segment and SMS credits are charged per 140 byte message segment. Call and SMS credits are charged based on monthly usage according to the following variable scale:

Calls and SMS Credits per Month	Charge per Credit
1 to 2,000	\$ 0.12
2,001 to 4,000	\$ 0.10
4,001 and up	\$ 0.08

(ii) **Annual Support Payments.** The first Annual Support Fee of \$13,262.00 is due upon the Effective Date of this Schedule A and will be paid on behalf of Subscriber by Aguaworks. The first renewal date will be November 1st, 2027 and the Annual Support Fee on that date and subsequent renewals will be payable by Subscriber; subsequent renewals will be due every February 1st thereafter during the term of the Agreement and this Schedule A. In the event that incremental one-time payments are due as described in 2.1(i) above, corresponding increases in the Annual Support Payment equaling \$1.25 per incremental subscriber connection per year will be added to subsequent Annual Support Payments.

Subscriber understands and agrees that H2O may increase any fees/charges described in this Section 2.1 of Schedule A to this Agreement at any time, provided that (i) such fees/charges are not increased more than once per year, and (ii) H2O advises Subscriber of such increases for fees/charges no later than sixty (60) days prior to the effective date of such increases.

Each party has caused this Schedule A to be executed by its duly authorized representative.

H2O ANALYTICS CORPORATION

CITY OF KINGSVILLE

By: _____

By: _____

Name: _____

Name: Sam R. Fugate

Title: _____

Title: Mayor

Date: _____

Date: _____

STATEMENT OF WORK B-1
HOSTED SOFTWARE AND SERVICES AGREEMENT
BETWEEN H2O ANALYTICS CORP AND CITY OF KINGSVILLE

This **Schedule B-1 to the Hosted Software and Services Agreement** ("Schedule B") is effective as of the latest date on the signature section below ("Effective Date of this Schedule B") by and between **H2O Analytics Corporation** ("H2O"), a Texas corporation, having a place of business at 5404 Ridge Oak, Austin, TX 78731, and **City of Kingsville** ("Subscriber"), a political subdivision of the State of Texas, having a principal place of business at 400 W. King Ave., Kingsville, TX 78363.

This Schedule B incorporates by reference that certain Hosted Software and Services Agreement of even date herewith (the "Agreement") by and between the parties, and Subscriber's access to the H₂O Analytics Network and use of the Network Services shall be governed by the terms and conditions of the Agreement. The Agreement shall remain in full force and effect, except that it shall be supplemented as set forth in this Schedule B. Any capitalized terms that are not defined in this Schedule B shall have the meanings set forth in the Agreement. Should a conflict arise between this Schedule B and the Agreement, the provisions of this Schedule B shall control.

Subscriber may terminate this Statement of Work at any time upon thirty (30) days prior written notice to H2O and its only obligation shall be to pay for Consulting Services rendered through the effective date of the termination.

1. PROJECT ACTIVITIES AND DELIVERABLES

The table below details tasks and deliverables for the H2O resources. These tasks and deliverables may change to accommodate the Subscriber's needs with the project. Any changes to these deliverables will follow the procedures outlined in Section 2.1 below.

Task Name	Description / Deliverable
Data Conversion Pipeline	Establish data mapping routines between Subscriber systems and Network Services for core tables including customers, locations, meter readings, and meters. Separate routines may be required for legacy / historical data.
Subscriber System Interfaces	Configure nightly automated extract / encrypt / transmit / decrypt / map processing pipeline for data conversion pipeline steps described in task above. Requires access to billing database or billing extract files. Configure automated interface between Subscriber's READy Manager system and the Network Services, for the transmission of hourly meter readings and Infocodes. Requires access to the utility READy Manager system.
Hosted Service configuration	Setup templates for email, VoiP and SMS messages.
Marketing Information	Assist Subscriber in the development of marketing information for Subscriber's website, to educate end Customers on the benefits and functionality of the Customer Portal.
Testing and Training	Thoroughly test all system functions and obtain Subscriber signoffs. Train Subscriber staff members on all system functions.

2. PROJECT MANAGEMENT

2.1 Agreed-Upon Baseline

This Statement of Work identifies the work activities that will be tracked, defines the boundaries for scope control, and clarifies many of the areas where issues may arise that need to be managed.

2.2 Change Control Procedure

The Change Control Procedure is a crucial mechanism that can affect the success or failure of this project. This process is the primary vehicle for containing scope and ensuring that management has the opportunity to make timely trade-offs between the three key project variables of cost, time and scope. It is imperative that potential changes are identified early, documented carefully, and resolved at the appropriate levels of responsibility. The following is the Change Order Procedure that will be followed by the parties:

i. Subscriber Shall Submit Change Orders In Writing. Should Customer desire to make a Change in the Consulting services described in the Statement of Work after the commencement of the Project, Subscriber shall submit a written request for such change ("Change Order Request") to the H2O project manager. For purposes of this Agreement, a "Change" is broadly defined as: work activities or work products not originally described in the Statement of Work. Such request must be signed by an authorized representative of Subscriber.

ii. H2O must Respond with Estimated Impact (time and expense) within 5 Business Days, or within such time as the parties agree is reasonable depending upon the scope and urgency of the request, of receipt of the Change Order Request, the H2O project manager shall provide the Subscriber's project manager with a written estimate of the impact of the Change described in the Change Order Request in relation to the estimated costs and expenses which will be incurred, as well as the impact on the timing and delivery of the deliverables described in the Project Plan ("Change Order Offer").

iii. Subscriber must Decide Whether to Proceed within 5 Business Days of receipt of the Change Order Offer. Subscriber shall have five (5) business days to indicate its acceptance of the Change Order Offer by having an authorized representative sign such Change Order Offer and deliver it to the H2O project manager. If the Change Order Offer is not delivered to H2O within five days after the estimate is delivered to Subscriber, it shall be deemed to have been rejected.

Each party has caused this Schedule B to be executed by its duly authorized representative.

H2O ANALYTICS CORPORATION

CITY OF KINGSVILLE

By: _____

By: _____

Name: _____

Name: Sam R. Fugate

Title: _____

Title: Mayor

Date: _____

Date: _____

AGENDA ITEM #5

City of Kingsville
Finance Department

TO: Mayor and City of Commissioners
CC: Charlie Sosa, City Manager
FROM: Marquita Shamlin, Purchasing Manager
DATE: July 27, 2026
SUBJECT: Master Service Agreement and Exhibits with InfoSend, Inc. for Data Processing, Printing, and Mailing Services

Summary:

This item authorizes the approval and formal execution of a Master Service Agreement and associated exhibits between the City of Kingsville and InfoSend, Inc. This agreement secures comprehensive document production services, including data processing, high-speed printing, mailing, and sorting of the City's municipal bills and official correspondence.

Background:

To streamline administrative operations and maintain consistent communication with residents, the Finance Department requires outsourced solutions for utility billing document management. InfoSend, Inc. will manage the end-to-end processing pipeline for the City's recurring mailings.

Financial Impact:

The agreement establishes a stable, per-piece utility fee structure based on an estimated volume of approximately 9,000 monthly subscriber billings. Funding will be provided via standard operating budgets.

Recommendation: It is recommended that the City Commission approve the Master Agreement and accompanying exhibits with InfoSend, Inc. and authorize the Mayor to execute the agreement.



RESOLUTION #2026-_____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MASTER SERVICE AGREEMENT AND EXHIBITS BETWEEN CITY OF KINGSVILLE AND INFOSEND, INC.; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville desires to have a third-party perform comprehensive document production services, including data processing, high-speed printing, mailing, and sorting of the City's municipal bills and certain correspondence;

WHEREAS, InfoSend, Inc. can provide the comprehensive document production services and is willing to assist with providing these services;

WHEREAS, the City and InfoSend, Inc. have worked to prepare a Master Service Agreement and related exhibits between the City of Kingsville and InfoSend, Inc..

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 execute into a Master Service Agreement and related exhibits between the City of Kingsville and InfoSend, 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
_____ 27th day of July, 2026.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

InfoSend Master Service Agreement

This Master Service Agreement ("**Agreement**") is entered into on _____ (the "**Effective Date**") by and between City of Kingsville, TX a municipal corporation,, having its main office at 400 W. King Ave., Kingsville, TX 78363 ("**Client**") and InfoSend, Inc., a California Corporation, having its main office at 4240 E. La Palma Avenue, Anaheim, California 92807 ("**InfoSend**"). Client and InfoSend are collectively referred to herein as the "parties" and individually as a "party."

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

1 Definitions

For the purposes of this Agreement, the following terms and words shall have the meaning ascribed to them, unless the context clearly indicates otherwise.

1.1 "Affiliate" means, with respect to a party, any entity or person that, directly or indirectly, owns or is owned by (whether in whole or in part), controls or is controlled by, or is under common control with, such party.

1.2 "Agreement" shall refer to this Agreement, as amended from time to time, which shall constitute an authorization for the term of this Agreement for InfoSend to provide the Services, described herein, to the Client.

1.3 "User(s)" shall mean a customer or employee of Client accessing InfoSend hosted applications via the Internet. Users of the System will agree to accept all the terms and conditions herein, and may be issued a unique User ID and/or password by InfoSend or Client.

1.4 "Services" shall include the performance of the Services outlined in Section 2 and detailed in Exhibits A and C of this Agreement.

1.5 "System" shall include all InfoSend hosted data and software applications.

1.6 "Client Data" shall refer to all Client-supplied computer data files that contain personally identifiable information.

2 Services Provided by InfoSend

2.1 Scope of Services

Subject to the terms and conditions of this Agreement, InfoSend, itself and/or through its Affiliate(s), shall provide to Client, and Client shall purchase from InfoSend, the services listed in Exhibit A ("Scope of Primary Services") to this Agreement at the price set forth in Exhibit B ("InfoSend Fees"). In the event Client requires other consulting, installation, development and/or customization services, InfoSend shall perform and Client

shall purchase such services in accordance with the provisions of Exhibit C ("Professional Services") of this Agreement.

2.2 Professionalism

InfoSend and Client shall operate in a professional manner under this Agreement: in providing and receiving Services under this Agreement, the parties will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession under similar circumstances.

2.3 Time of Performance of Services

InfoSend and Client acknowledge and agree that each party will use reasonable diligence to perform their respective obligations under this Agreement in a timely manner.

3 License Grant and Restrictions

3.1 Grant of License

InfoSend agrees to provide to Users the right to use software and the provision of Services, but in all cases only in full and complete compliance with all of the terms and conditions of this Agreement. Subject to the terms of this Agreement, InfoSend hereby grants, and Client hereby accepts, for the Term (as defined herein) of this Agreement, a non-exclusive, non-transferable license to access and use and to permit its Users to access and use the System via the Internet (the "License").

3.2 License Restrictions

Client hereby agrees not to: (i) reproduce, download, modify, create derivative works from, distribute, or attempt to reverse engineer, decompile, disassemble, or access the source or object code for, the System; (ii) use the System, or any component thereof, in any manner contrary to applicable laws or government regulations; or (iii) otherwise affect or attempt to enable the unauthorized use (with or without User ID and/or password) of the System.

4 Privacy and Security

4.1 Regulatory Compliance

InfoSend will maintain compliance with required Payment Card Industry (PCI) Data Security Standards and Cardholder Information Security Standards, applicable rules and regulations of the Health Insurance Portability and Accountability Act (HIPAA), and applicable sections of the Gramm-Leach-Bliley Act of 1999.

5 Term & Termination

5.1 Term

The initial term of this Agreement shall commence on the effective date of this Agreement and continue for a period of three (3) years ("Initial Term") from the Effective Date. This Agreement will automatically renew for successive two (2) year periods ("Renewal Terms") unless either Client or InfoSend provides the other party with at least sixty (60) days' written notice prior to the end of the current term indicating that such party elects not to automatically renew the term of this Agreement. The party giving non-renewal notice may indicate if it prefers for the contract to be terminated at the end of the current term or to continue on a month-to-month basis, if mutually agreeable to both parties.

5.2 Termination for Cause

This Agreement may be terminated for cause as follows:

(i) Material Breach

A material breach of this Agreement by either party shall be cured within thirty (30) days after a party notifies the other of such breach. For those breaches which cannot reasonably be cured within thirty (30) days, the breaching party shall promptly commence curing such breach and thereafter proceed with reasonable due diligence to substantially cure such breach (the "Cure Period"). In the event that such material breach has not been cured within the Cure Period, the non-breaching party may terminate this Agreement in its entirety, or as it pertains to a particular Product, Deliverable, Service or Professional Service, by providing the other party with thirty (30) days' written notice as of a date specified in such notice.

(ii) Failure to Pay

After sixty (60) days of nonpayment on undisputed invoices, InfoSend may, at InfoSend's option, terminate this Agreement in its entirety or as it pertains to a particular Product, Deliverable, Service or Professional Service, by giving written notice to

Client, as of a date specified in such termination notice, pursuant to Section 6.3.

(iii) Insolvency or Bankruptcy

In the event that either party becomes or is declared insolvent or bankrupt, is the subject of any proceedings related to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension or readjustment of all or substantially all of its obligations, then the other party hereto may, by giving written notice thereof to such party, terminate this Agreement as of the date specified in such notice of termination.

5.3 Upon Termination

Upon termination of this Agreement, the parties agree to cooperate with one another to ensure that all accounts receivable are accounted for. Upon termination, InfoSend shall cease all Services provided hereunder, unless otherwise directed by the Client in writing and assuming all client fees remain current. Upon termination, Client will promptly pay to InfoSend any and all charges due, without offset, including but not limited to payables that are due pursuant to this Agreement, accrued finance charges, and the Discontinuance Fee set forth below, where applicable.

5.4 Discontinuance Fee

The parties have mutually agreed upon the Fees for the Services to be provided hereunder based upon volumes Client has represented in Exhibit B, Section 2 and the Term of this Agreement. Because of the impracticable or extreme difficulty in ascertaining the actual damages to InfoSend that would result from a termination of the Agreement prior to the expiration of the then-current term, Client agrees to pay a discontinuance fee to InfoSend in the event that (i) Client terminates the Agreement without cause prior to the expiration of the then-current term; or (ii) the Agreement is terminated due to a breach by Client prior to the expiration of the then-current term.

The discontinuance fee will be equal to two (2) months of the Client's average monthly billing for the previous six (6) months of Service (excluding any postage charges and professional services fees that were invoiced in that time period). Client agrees to pay the discontinuance fee prior to the effective date of such termination and in addition to all other payables then due and owing to InfoSend. The

parties agree that the amount of the discontinuance fee is a reasonable forecast of the just compensation for the harm to InfoSend caused by an early termination of this Agreement, and not a penalty.

5.5 Force Majeure

Neither party shall be liable, or deemed to be in default, to the other for any failure or delay in performing an obligation under this Agreement to the extent that its performance is delayed, impaired or rendered impossible by an event beyond its control ("Force Majeure Event") such as natural disasters, war, terrorist acts, riots, labor strikes or shortages, civil disturbances, extra-ordinary losses of utilities (including telecommunications services), computer "hacker" attacks on internet infrastructure, regulatory restrictions, change in law or regulation or other acts of government authority, including civil and military authorities and courts, fuel or energy shortages, transportation stoppages or slowdowns, the inability to procure parts or raw materials, pandemics, supply-chain issues which causes a substantial increase in costs or decrease in availability of materials necessary for InfoSend and/or its Affiliate(s) to perform services under this Agreement, and/or acts or omissions of common carrier. These causes will not excuse Client from paying previously accrued payables due to InfoSend through any available lawful means acceptable to InfoSend.

6 Invoicing and Payments

6.1 Invoicing

InfoSend will invoice Client monthly and Client will pay InfoSend the fees described in and/or computed in accordance with **Exhibit B (InfoSend Fees)**. Client payment of these invoices is due upon receipt in U.S. dollars and shall be paid NET 30 unless expressly agreed to by InfoSend.

6.2 Dispute of Invoice

Should Client dispute any invoices, it must do so in writing within sixty (60) days of the invoice date with specific details as to the matters in dispute or any dispute shall be deemed waived.

6.3 Late Payments

InfoSend may elect to assess finance charges on any or all undisputed invoices that become past due at a rate of 1.5% per month.

The recurring nature of InfoSend's Services result in a rapid rise in financial loss to InfoSend if a Client's accounts payable process is delayed, particularly when InfoSend is

invoicing Client for postage charges. Therefore, InfoSend reserves the right to suspend Services until payments are brought current if past due account balances cannot be collected from Client. InfoSend's Accounting staff will notify Client in writing before Services are suspended and give Client an opportunity to bring the account current before Services are put on hold. Should a hold be instigated, it will immediately be removed once the account is brought current.

7 Communications

7.1 Notices

Any notice hereunder must be in writing and sent by overnight courier service (such as FedEx or UPS), or USPS certified mail, all with delivery signature requested, to the other party hereto at the respective address set forth below:

To Client:

C/O (Department): City Manager, City of Kingsville
Address: P.O. Box 1458
Kingsville, TX 78364

To InfoSend:

C/O: President
Address: 4240 E. La Palma Avenue
Anaheim, CA 92807

Notice shall be deemed to have been given and received one (1) business day after being sent via overnight courier service, or three (3) business days after being mailed by USPS certified mail. Each party may update its address or email address by providing written notice to the other party of such change in accordance with this section.

8 Confidentiality & Intellectual Property

8.1 Confidentiality

All information and data relating to Client's business, as well as all User information, submitted by Client to InfoSend and/or its Affiliate(s) under this Agreement shall be treated as confidential by InfoSend and shall not, except as required to perform the Services under this Agreement or otherwise required by law, be disclosed to any third party by InfoSend without Client's written consent. Notwithstanding anything to the contrary, the following shall not be deemed confidential: (a) information that is in the public domain through no fault of InfoSend or its Affiliate(s); (b) information that was known to InfoSend or its Affiliate(s) prior to disclosure by Client; or (c) information that is independently developed

by InfoSend or its Affiliate(s) without use of or reference to Confidential Information. InfoSend shall promptly notify Client should InfoSend be served with a summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admission, or other discovery request or court order (a "Request to Disclose") from any third party regarding this Agreement, the Services performed under this Agreement, and/or seeking such information or data. Client shall be responsible to timely make appropriate objections to any Request to Disclose.

Client will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential or proprietary non-public information it obtains from InfoSend during the term of this Agreement about InfoSend's business (the "Confidential Information"), which Confidential Information shall include InfoSend's operations, financial condition, technology, systems, suppliers, clients or prospective clients, marketing data, plans, pricing, and models, or personnel, unless required by applicable law. Client will ensure that its employees and agents similarly abide by the requirements hereof. Client will promptly notify InfoSend of its receipt of a Request to Disclose and Confidential Information, and InfoSend shall be responsible to timely make appropriate objections thereto.

InfoSend, and its licensors, where applicable, owns all rights, title and interest, including all related Intellectual Property Rights, in and to InfoSend technology, the content and the Services. The InfoSend name, the InfoSend logo, and the product names associated with the Service are trademarks of InfoSend or third parties, and no right or license is granted to use them.

9 Representations & Warranties

9.1 InfoSend Representations and Warranties

InfoSend represents and warrants that it has the legal power and authority to enter into this Agreement and that Services will be provided in a professional and workmanlike manner.

InfoSend warrants that the Services will materially perform the functions that the Client has selected under normal use and circumstances and that InfoSend shall use commercially reasonable measures to protect Client Data to the extent that it retains such data in the operation of the Services. Provided that Client gives InfoSend written notice of failure to meet the foregoing warranty within

sixty (60) days following delivery of any Services, or as otherwise specified in a Statement of Work ("SOW"), InfoSend warrants that it will use commercially reasonable efforts to correct any Services that fail to comply with the foregoing warranty. If there is no notice by Client within sixty (60) days following delivery of any Services, or as otherwise specified in a Statement of Work ("SOW"), it shall be deemed Client has accepted the Services and waived any claims to the otherwise.

9.2 Client Representations and Warranties

Client represents and warrants that it has the legal power and authority to enter into this Agreement and provide to InfoSend all information and data necessary for InfoSend to perform the Services. Client further warrants that it will comply with all laws, regulations, and compliance requirements applicable to Client's and User's activities covered by this Agreement.

9.3 Warranty Disclaimer

Except as expressly set forth in Section 9.1 above, InfoSend disclaims all other representations or warranties, express or implied, made to Client or any other party, including without limitation, any warranties regarding quality, suitability, merchantability, fitness, for a particular purpose or otherwise of any services or any good provided incidental to the Services provided under this Agreement, to the extent permitted by applicable law.

InfoSend and its licensors and payment processors do not represent or warrant that (i) the use of the Services will be uninterrupted or error-free, or operate in combination with any other hardware, software, system or data; or (ii) the Services will not delay in processing or paying to the extent such delay is caused by things outside the control of InfoSend. Services may be subject to the limitations, delays, and other problems inherent in the use of the Internet and electronic communications. InfoSend is not responsible for any delays, delivery failures, or other damage resulting from such problems.

In performing the Services, InfoSend is responsible for producing for print or online display the content that Client provides to InfoSend. InfoSend is not responsible for reviewing the content for spelling or typos, nor is InfoSend responsible for verifying the accuracy or legality of the content. It is Client's sole responsibility to verify that the content that InfoSend's applications will produce on Client's behalf is appropriate for distribution.

9.4 Inbound Communication Services Disclaimer

InfoSend Inbound Communication services are intended to receive communications and data from clients to facilitate the performance of InfoSend Services. While the inbound services have been created with certain available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as United States Postal Service ("USPS") delivery standards, software, computer hardware, network services, telephone and SMS services, and email. Examples of situations that could cause failure include but are not limited to: USPS failure to deliver, down phone lines, all lines busy, equipment failure, email address changes, and Internet service disruptions. Client acknowledges that it is aware of the potential hazards associated with using such infrastructure and will be responsible for ensuring InfoSend is in receipt of any communication or data destined for InfoSend. Client releases InfoSend from any and all liability that results from an unsuccessful communication or data transfer to InfoSend, one which does not produce a confirmation receipt from InfoSend.

9.5 Outbound Services Disclaimer

InfoSend Outbound Communication services are intended to create additional methods of communication for clients in support of existing processes. These services are not intended to replace all interaction with clients' end users or employees. While the outbound services have been created with certain available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as United States Postal Service ("USPS") delivery standards, software, computer hardware, network services, telephone and SMS services, and email. Examples of situations that could cause failure include but are not limited to: USPS failure to deliver, down phone lines, all lines busy, equipment failure, email address changes, and Internet service disruptions. For this reason, while outbound services are valuable in providing enhanced communication, they are specifically not designed to be used as the sole method to deliver critical messages. Client acknowledges that Client is aware of the potential hazards associated with relying on an automated outbound service feature when using InfoSend services. Client agrees that it is giving up in advance any right to make any claim against InfoSend, and that Client forever releases InfoSend from any and all liability caused by (a) any failed USPS delivery; (b) any failed email delivery; (c) any failed SMS or call attempts (including excess of calls over and above network or system capacity), incomplete calls, or any busy-outs; or (d) any failure to transmit,

obtain or collect data from callers or for human and machine errors, faulty or erroneous input, inarticulate caller communication, caller delays or call lengths exceeding estimated call lengths or omissions, delays and losses in connection with the Services provided hereunder. Such release shall include instances where Client, Client's employees, or Client's end user suffer injury or damage due to the failure of outbound services to operate, even though InfoSend may know or suspect what or how extensive those injuries or damages might be, unless such losses were directly attributable to InfoSend's gross negligence or willful misconduct.

10 Insurance

10.1 InfoSend's Insurance Provisions

InfoSend will maintain the following minimum insurance levels during the Initial Term of this Agreement and any Renewal Terms:

- Commercial General Liability coverage in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate.
- Automobile Liability Insurance coverage in the amount \$1,000,000.00 per occurrence.
- Umbrella Liability Insurance in the amount of \$5,000,000.00 per occurrence and in aggregate.
- Worker's Compensation Insurance with at least the minimum coverage amounts required by law.
- Errors & Omissions Insurance with a \$5,000,000.00 coverage limit.

11. Indemnification & Limitation of Liability

11.1 Indemnification

InfoSend is a service provider. As such, Client acknowledges that data processing involves the risk of human and machine errors and that InfoSend shall not be liable for any errors, omissions, delays or losses.

InfoSend will not be responsible for actions, omissions or delays to Services resulting from incomplete, late or faulty data and/or instructions transmitted by Client. Client shall indemnify, defend and hold InfoSend and InfoSend's Affiliate(s) harmless from any and all claims, damages, awards, costs, fees, expenses, interest, and penalties related to or arising from Client's breach of any provision of this Agreement, any unlawful conduct of Client, and/or any event beyond the reasonable control of InfoSend or its Affiliate(s), including, without limitation, (a) failures or limitations on the availability of third-party telecommunications or other transmission facilities; (b)

Client failure to maintain security or confidentiality of data or access credentials; and/or (c) violation of any applicable laws, regulations or industry standards.

11.2 Limitation of Liability

In no event shall InfoSend, or its Affiliate(s) be liable for indirect, special or consequential damages even if InfoSend has been advised of the possibility of such potential claim, loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies. The aggregate liability of InfoSend and its Affiliate(s) arising from or relating to this Agreement for any claim shall be limited to the fees that InfoSend received from Client in the preceding twelve (12) months prior to the accrual of the claim.

12 General

12.1 Independent Contractor

Client and InfoSend agree and understand that the relationship between both parties is that of an independent contractor. No joint venture, partnership, employment or agency relationship exists between Client and InfoSend as a result of this Agreement or use of the Service.

12.2 Governing Law

This Agreement shall be governed by the substantive laws of the state of California without regard to the choice or conflicts of law provisions of any jurisdiction.

12.3 Entire Contract; Amendment

This Agreement (including its Exhibits) contains the entire agreement between the Parties with respect to its subject matter and supersedes all other prior and contemporaneous contracts and understandings between the Parties, whether oral or written. Modifications or changes to this Agreement, other than as specified at Exhibit B, must be in writing and executed by the parties.

12.4 Severability

If a word, sentence or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence or paragraph shall be severed from this Agreement, and this Agreement shall be read as if said word, sentence or paragraph did not exist.

12.5 Assignment

This Agreement may not be assigned by either party without the prior written approval of the other party, unless it is being assigned to (i) a parent or wholly owned

subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

12.6 Survival

All of the terms of this Agreement which by their nature extend beyond the expiration or termination of the Agreement, including but not limited to indemnification obligations, payment obligations, confidentiality obligations and limitations of liability, shall survive expiration or termination of the Agreement and remain in full force and effect.

12.7 Attachments

The following documents are attached hereto as Exhibits, and are incorporated by reference in their entirety:

Exhibit A: Scope of Primary Services

Exhibit B: InfoSend Fees

Exhibit C: Professional Services

12.8 Cooperative Agreement ("Piggybacking")

The parties agree that InfoSend may offer the prices, terms and conditions offered herein to other government agencies that wish to participate in a cooperative purchase program with Client. InfoSend will review these requests from other government agencies on a case-by-case basis to decide whether this Agreement can be extended to the new agency. At minimum, the following requirements must be met for the prices in this Agreement to be extended to the new agency:

- The new agency must require similar types of service for similar document types (i.e., statements, late notices);
- The monthly document volume that InfoSend will produce must be similar, or at a minimum, acceptable;
- The new agency must agree to use InfoSend's standard materials; and,
- The prices in this Agreement must still be profitable.

If the above conditions are not met then InfoSend will provide the new agency with revised pricing that it can elect to accept if it moves forward with the cooperative purchase program. Other agencies will be responsible for entering into separate Agreements with the contract and for all payments thereunder made directly to InfoSend. InfoSend reserves the right not to extend this Agreement's terms in whole or in part to other agencies for any reason.

This Agreement is the result of an open, competitive procurement process conducted in accordance with applicable law. The provisions of this Agreement may be extended to other government agencies within the same jurisdiction, at InfoSend's discretion.

[SIGNATURE PAGE FOLLOWS]

This Agreement is the result of an open, competitive procurement process conducted in accordance with applicable law. The provisions of this Agreement may be extended to other government agencies within the same jurisdiction, at InfoSend's discretion.

[SIGNATURE PAGE FOLLOWS]

Agreement is entered into by and between:

Client:

By: _____
Name: Sam R. Fugate
Title: Mayor
Date: _____

InfoSend:

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A - Scope of InfoSend Primary Services

This Exhibit A is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the “**Agreement**”) between InfoSend, Inc. (“**InfoSend**”) and the City of Kingsville, Texas (“**Client**”). This Exhibit A provides the Services which InfoSend, and/or its Affiliate(s), shall deliver to Client to permit Client’s customers (“**Users**”) to use the products and services to view and pay their bills. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Client will select one or more of InfoSend’s Primary Services from the list below by checking the box next to the Primary Service name. Any Primary Services not selected prior to the execution of this Agreement can be added at a later date via an Agreement Amendment.

☒	Data Processing, Printing and Mailing Service (“DPPM Service”): During the term of this Agreement, InfoSend will provide data processing, printing and mailing services. The Service consists of processing data, printing documents, mail preparation, applying postage (where applicable) and sending via the United States Postal Service. Document types include but are not limited to bills, postcards and letters.
☐	eBusiness Services (the “eBusiness Services”): During the term of this Agreement InfoSend will provide eBusiness Services. These services can include presenting bills online and/or accepting and reporting payment transaction information to facilitate ACH and/or credit card payments via web, Interactive-Voice-Response (IVR), SMS, or Bank Billpay (e-Lockbox).

Section 1. Data Processing, Printing and Mailing (DPPM) Service Description

A. Data Transfer and Processing

- Client to transmit data to InfoSend in an agreed upon format. Should Client make changes to data file format after initial setup is complete, it agrees to pay for the professional services required to accommodate the new file format. See Exhibit C – Professional Services – for information on initial setup and ongoing programming changes.
- Client will monitor transfer confirmation emails to ensure InfoSend is in receipt of the data. Client acknowledges that InfoSend will not be responsible or liable for any transferred data which does not result in a confirmation receipt to Client.
- A File Transfer Report will be emailed to the Client representatives who have opted-in to this email. A copy of this report is also available to download from the InfoSend website.
- Client will have access to an online Job Tracking application that shows the progress of each file as it is processed and becomes a batch of documents to be printed and mailed. Client can see both the original input file name and the InfoSend-assigned “Job Code”.
- InfoSend will process the mailing addresses and perform the following functions:
 - Apply CASS-certified address validation
 - Comply with USPS requirements to obtain pre-sort automation rates for qualified client mail pieces
 - Stay current with all USPS regulations required to mail presorted first-class mail
- InfoSend will optionally provide proofs of the final print-ready PDF files to Client to be reviewed and approved before printing begins (if requested).

B. Document Printing and Mailing

- Batches are printed by InfoSend using a high-speed production process onto the agreed upon forms.
- Printed documents are put through a quality control process and then released to the mailing department to be inserted into outgoing envelope. A return envelope and any applicable inserts are included as defined by client workflow.
- After a batch of mail is completed in InfoSend’s system it will be marked as such in the online Job Tracker and a Process Confirmation Report will be emailed to the Client representatives who have opted-in to this email. A copy of this report is also available to download from the InfoSend website.

Section 2. eBusiness Service Description

A. General System Description

- Mobile-Ready Customer Engagement: all products are mobile compatible out of the box, with no app store downloads required of customers. Powered by InfoSend's CCM platform, customer specific messaging and payment reminders are delivered electronically.

- Multi-Channel Payment Collection: InfoSend's payment platform will consolidate web, telephone, SMS, CSR, in-person EMV and bank payments into a single lockbox file.
- One-Time and Automatic Payments: allow customers to quickly make a one-time payment, as well as sign up to have their payment account auto debited with each billing cycle.
- Bill Notification and Presentment: notify customers via email when a new bill is available, and securely deliver exact replica of printed document to customers inbox or show online via the secure portal.
- Interactive Voice Response (IVR): accept customer payments via automated phone service with InfoSend-hosted phone number, enabling client phone systems to redirect customers with ease.
- SMS Text-to-Pay: enrolled customers may opt in to receive text notifications of new bills, and reply to have the registered payment method drafted for the amount due, speeding up the time to payment.
- Bank Payments (MasterCard RPPS): InfoSend can collect payments made via the customer bank and include them within the lockbox file.
- PCI-Compliant Cloud Based Solution: electronic billing and payment related products hosted in the cloud by InfoSend in a secure PCI-Level 1 compliant environment.

B. Data Transfer and Processing

- Client to transmit data to InfoSend in an agreed upon format, using the Data Transfer and Processing workflow described in Section 1.
- Client acknowledges that InfoSend will not be responsible or liable for any transferred data which does not result in a confirmation receipt to Client.
- If the Client is not using InfoSend's DPPM Service, USPS address workflow will not be applied.
- Data loaded into the eBusiness system is used to facilitate accurate payments via Web, IVR, SMS or Bank BillPay.

C. Customer Enrollment and Bill Notification

- Data loaded into the system will be used to facilitate customer enrollment, using two pieces of information specific to the customer bill.
- For enrolled customers, system will send a notification of the new bill available via email.
- For enrolled customers who have opted in, system will send an SMS alert.
- For customers using the IVR system, bill information will be dictated by text to voice.
- For customers paying via Bank BillPay, the account number can be validated by the system prior to accepting payment.
- The system may optionally be configured to display a PDF replica of the bill image.

D. Customer Payment and Reporting

- Customers can make payment via Web, SMS, IVR or Bank BillPay, depending on channels which Client has requested InfoSend setup.
- Payments can be configured to allow Users to pay by bank account and/or credit/debit card.
- All payments will be reported in a standard daily "lockbox" file.

Exhibit B - InfoSend Fees

This Exhibit B is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the "**Agreement**") between InfoSend, Inc. ("**InfoSend**") and the City of Kingsville, Texas ("**Client**"). This Exhibit B provides the Fees which InfoSend shall bill to Client in exchange for Services. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Section 1. Price Escalations to InfoSend Fees

InfoSend reserves the right to increase InfoSend Fees on an annual basis starting with the first anniversary of the Effective Date to account for increases in the cost of materials, labor, and other overhead. The Client will be notified, in writing, at least thirty (30) days prior to such price increase. An amendment to the Agreement will not be required if the Fees are changed, unless other terms or conditions of the Agreement have changed. Postage fees can change at any time per USPS regulations and do not require an amendment to the Agreement.

Additionally, if Client uses DPPM Services, InfoSend reserves the right to increase paper, form, and envelope fees as needed, with thirty (30) days' written notice to Client, in the event of extraordinary increases to the cost of paper.

InfoSend pricing is predicated on Client representations of Client and Client User transactional usage. Should Client's actual continuous volume and/or recurring frequency deviate by more than thirty percent (30%) from what Client has represented to InfoSend in Section 2 below, then InfoSend reserves the right to invalidate the Fees listed in this Agreement. Should this situation arise then InfoSend will notify Client immediately and negotiate with Client in good faith to pass on any increased costs to Client, in accordance with actual Client and Client User transactional usage. Should InfoSend and Client fail to agree upon updated Fees, InfoSend reserves the right to terminate this Agreement with one hundred and eighty (180) days' notice.

Section 2. Client Representations

Client Volume Representations	
<u>Customers Contacted or Billed Monthly</u>	9,000
<u>Number of Batches Monthly</u>	1

Section 3. DPPM Fees:

InfoSend Data Processing, Print and Mail Pricing

Document Production Summary	
All Document Types: One 8.5" x 11" page, up to two color duplex (2/2), including InfoSend standard envelopes. Pricing reflects an estimated volume of 9,000 documents a month, with an approximate 1 billing runs per month.	\$0.138 per single page mail piece

Finished mail pieces are delivered to the USPS **within one (1) business day**. If electronic PDF samples (proofs) are requested then the mailing will be completed within one day of sample approval. File upload deadline for next-day mailing is 3:00PM local time at the production facility designated for your account. If samples are required then they must be approved by 5:30PM local time for the file to be mailed by the next business day.

Below are the components of the summary price given above. Price is based on Client Volume Assumptions listed above and excludes applicable sales tax.

Data Processing	
Setup Fee - Express PDF Input Files	WAIVED
Setup Fee - Data Only Input Files	WAIVED
Document Re-Design Fee	\$0.00
Data Processing Fee (per document)	\$0.015

Printing and Mailing Service	
All Document Types Printing and Mailing Fee per Page with up to 2/2 Ink	\$0.060
USPS Postage - A postage deposit will be required prior to starting service	Pass-through
Print Color Options (colors per side) *	\$0.07 for 3/1 to 4/1 printing \$0.075 for 4/4 printing
Inline Insert Print Fee* (Paper stock pricing below in Materials section)	\$0.058 Black printing \$0.073 Color printing
Batch Fee (per mailing batch under (100 mail pieces)	\$10.00
Excess Pages Handwork Surcharge (per mail piece)	\$0.35
Address Updates – per "hit" (address that get updated)	\$0.30 NCOA or \$0.30 ACS

*Prices assume normal ink/toner coverage for business documents. Flood coating the entire page in color or other types of extremely high coverage designs may cost more or not be technically feasible. Extremely high coverage designs can cause content to bleed through to the other side of the page or to cause the page to curl too much to work properly with high-speed mail inserting equipment.

Materials	
Standard 8.5" x 11" Paper Stock (per sheet)	\$0.016
Standard Double Window Outgoing #10 Envelope	\$0.025
Standard Single Window Return #9 Envelope	\$0.022
Outgoing Flat Envelope (9 x 12) – used for mail pieces with excess pages	\$0.17

Insert Services	
InfoSend Produced	Quoted based on specification
Envelope Messaging (Snipes)	Quoted based on specification
Electronic Inserts	\$0.01
Inserting Fee - Fee to insert an InfoSend produced or Client provided marketing or informational insert. Client provided (drop-shipped) inserts must be professionally packaged and ready for usage. If folding is required then additional fees apply based on folding requirements. Minimum fee is \$0.01 per insert for folding. If inserts are not professionally packaged and damaged in shipment or require additional labor to prepare for inserting then additional fees can apply.	\$0.01 per insert
Per item fee assumes the insert will be included in all mail pieces. Selective inserting is available but requirements must be reviewed on a case-by-case basis to determine if additional fees will apply for setup and handling.	

Optional Document Services	
Enhanced Print Quality	\$0.02
Print Image Archiving (Per Document Image), with included USPS mail tracking	\$0.01 - For 12 Months of Retention \$0.017 - For 24 Months of Retention \$0.024 - For 36 Months of Retention
Print Image Archive API Monthly Support Fee	\$100.00
Professional Services Rate (per hour)	\$205.00
Returned Mail Handling	\$0.35 per reported returned mail piece
Remit Tracking	\$100 monthly support fee

Section 3.1. Custom Forms/Envelopes

If Client has selected the Printing and Mailing Service and at any time requests that InfoSend Fees include the cost of custom Client-specific materials (either in this Agreement or since its execution), then Client understands and accepts that these materials will be purchased in bulk to achieve the lowest possible per-unit cost. Client agrees to purchase any remaining supplies of requested custom

materials (normally forms or envelopes) if Client stops using InfoSend's Service for any reason. Client agrees to purchase the remaining supply of custom forms/envelopes upon Client's request to change the custom forms/envelopes before the supply has been depleted.

Section 3.2. USPS Postage Rates

Postage rates are determined by the United States Postal Service. All postage rate changes are determined directly by USPS and are independent of any InfoSend service or materials fees. In no event shall any change in the postage rates affect the InfoSend service or materials fees. The Client will be invoiced the amount of excess for overweight and foreign mail.

Section 3.3. Postage Deposit

InfoSend purchases the postage needed to mail Client documents on the day of mailing. The postage charges are later invoiced to Client based on the Client's payment terms. InfoSend requires Client to submit a postage deposit prior to the first mailing to facilitate the payment terms. This amount will remain in deposit for the duration of the Agreement. Upon Agreement expiration or termination Client must pay in full any outstanding invoices from InfoSend for payables created under this Agreement; the postage deposit will be refunded within fifteen (15) days of the date that the last open invoice is paid.

Times 2

The postage deposit amount is calculated by multiplying the estimated number of mail pieces per month by the current 5-Digit pre-sorted first class postage rate x number of months floated. The postage deposit amount due for your account is:

Times 3

The postage deposit amount is calculated by multiplying the estimated number of mail pieces per month x average number of months floated x current 5-Digit pre-sorted first class postage rate. The postage deposit amount due for your account is:

9,000 mail pieces per month x \$0.621 x 2 = \$11,178

The postage deposit is subject to ongoing review and may be adjusted at any time to account for changes to Client average mailing volume or changes to USPS postage rates with at least thirty (30) days' written notice to Client.

Section 4. eBusiness Service Fees:

NA

Section 5. Client Go-Live and Fees

InfoSend will provide Client with a Demo instance of the System to approve configuration and simulation of Services. Upon Client approval of the Demo instance of the System and sample outputs from Services, InfoSend will create a copy of Demo System in Production for completion of final User Acceptance Testing (UAT). Client will be given the UAT Period to complete internal testing prior to initiating Go-Live. All Setup and recurring Monthly Fees will become due upon the sooner of (a) Client Go-Live with the application or (b) 60 days from InfoSend delivery of Production System for UAT.

Section 6. Implementation Project Cost Subsidization:

InfoSend's internal costs to complete the project is higher than the Setup fees given. InfoSend has subsidized these fees by factoring in years of service given the term of the Agreement. Should Client cancel the project or terminate the Agreement at its convenience less than one (1) year from the Effective Date then it must pay according to the below:

- **DPPM Setup Fee:** No charge for Express PDF Setup Input files or \$2,500 for Data-Only Input Files
- **EBPP Setup Fee:** 100% of Setup fees quoted or listed as "Waived" in the pricing exhibit.

Exhibit C – Professional Services

This Exhibit C is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the "**Agreement**") between InfoSend, Inc. ("**InfoSend**") and the City of Kingsville Texas ("**Client**"). This Exhibit C provides InfoSend's Professional Services

Fees which InfoSend shall bill to Client in exchange for Professional Services. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Section 1. Price Escalations to InfoSend Professional Services Fees

InfoSend Professional Services Fees can be adjusted once every twelve (12) months to account for increases to the cost of providing these services. InfoSend reserves the right to increase Professional Services Fees on an annual basis, starting with the first anniversary of the Agreement date, if needed. The Client will be notified, in writing, at least thirty (30) days prior to such price increase. An amendment to the Agreement will not be required if the Professional Services Fees are changed, unless the terms or conditions of the Agreement have changed.

Section 2. Definition of Professional Services

InfoSend Professional Services are the technical services that are required to perform the initial setup of the InfoSend Primary Services defined in Exhibit A and the technical services required to make changes to these Primary Services after the initial setup is complete. Once any Primary Service is live and operational Professional Services will not be required unless Client requests a change or makes changes to its data file format or business rules which necessitates a change to InfoSend's system configuration or programming. Examples of InfoSend Professional Services:

- Project requirements gathering and analysis hours
- Project management and/or consulting hours
- Software development and system configuration hours related to the processing of Client's data
- Software development and system configuration hours related to document design, web portal setup, business rule configuration, or any other applicable technical services
- Application testing and deployment hours

Section 3. Professional Services Fee and Process for Approval and Payment of Fee

The current Professional Services Fee is \$205.00 per hour. In the event that a project will incur billable Professional Services hours, Client will be informed before work begins. InfoSend and Client will execute a Statement of Work for the project that Client wants InfoSend to undertake. The payment terms for the project depend on the size and scope of the project. The Statement of Work can include payment terms that are different than the terms listed in this Agreement for InfoSend Fees, otherwise these terms will apply and the project fees will be invoiced upon project completion. Small projects that incur less than five (5) hours of Professional Services can be initiated without a Statement of Work if Client accepts and executes a Programming Quote for this work.

Any project that will take more than five (5) hours of Professional Services work will require both parties to execute a formal Statement of Work. Depending on the nature of the work required, InfoSend will provide one of the following quotation methods:

- **Fixed Quote** – a fixed project cost will be set. InfoSend may elect to waive this cost in some circumstances. Client understands and accepts that it must accept the terms and conditions of the Statement of Work for the project and that changes made to the project requirements, data file structure, etc., after the Statement of Work and any amendments to it have been finalized will require Client to pay for these changes on a Time and Materials basis. Client will be notified immediately if this scenario arises and will be given an option to keep the original project specifications to keep the fixed quote in place.
- **Time and Materials Quote** – should it not be possible to provide a fixed quote due to the nature of a Client's requested project, then InfoSend will provide an estimated number of hours to complete the project and bill the hours on a Time and Materials basis. The Statement of Work will include the terms and conditions for these project types and Client will be invoiced weekly for the hours spent on the project.

Section 4. Initial Setup Cost: InfoSend Primary Services

The Initial Setup cost for the InfoSend Primary Services selected in Exhibit A are listed in Exhibit B. These costs have been provided using a Fixed Quote process, explained in Section 3 above. Client understands and agrees to these terms, and to the project-specific terms and conditions that will be provided in the Statement of Work that will be created to capture Client's specific requirements and data types.

AGENDA ITEM #6

**City of Kingsville
Parks & Recreation Department**

TO: Mayor and City Commissioners

CC: City Manager, Charlie Sosa

FROM: Susan Ivy, Parks Director

DATE: July 18, 2026

SUBJECT: Agenda Request –Resolution to authorize commitment of matching funds for Texas Parks and Wildlife Non Urban Local Park Grant for Brookshire #1 Park

Summary: We are asking that Commission approve matching funds up to \$120,000 for the application for improvements to Brookshire #1 Park to Texas Parks and Wildlife

History: The Playground at Brookshire #1 – behind Gillette School – was removed last year due to unsafe conditions. This park serves a low-income housing development and large residential area and a middle school next to it. The park has almost no amenities in it now so a playground, swings, picnic tables and grills would be a great addition to the park.

A quote is attached for the installation of a playground set totaling \$181,287.33. With the addition of some additional amenities and TDLR required sidewalks the project total would be \$240,000.00. TPWD would provide 50% of the funding leaving a match of \$120,000.00 required to be committed by City of Kingsville. We will however be reaching out to some other sources for assistance with the match.

Brookshire Foundation has committed \$20,000.00

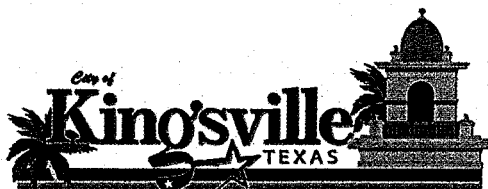
We are waiting on final commitments from Kleberg County at \$20,000, 1Point Five - \$20,000 And KKB at \$10,000. Those are expected this week before Commission meeting.

We are trying to keep the actual City match to \$60,000. I am working with City Manager and Finance to place this funding into the 2026/2027 fy budget.

The grant due date is August 3, 2026.

Susan

Ps this is a County owned park. Brookshire #1



**City of Kingsville
Parks & Recreation Department**

Financial Impact: This grant would add \$240,000 in improvements to the value of parks in Kingsville and would require the commitment of funds for match depending on the wishes of Commission.

Recommendation: Approve the commitment of matching funds in the amount of _____
For the application to TPWD Non Urban Local Park Grant for Improvements to Brookshire #1 Park.



TPWD Grant Budget

Project	Estimated Budget		
Playground Installation	\$ 181,287.33		
SIDEWALKS PARKING	Tdlr required 20,000.00		
Additional Picnic Tables, pads, shade and grills	\$ 20,000.00		
Shade Trees/drip irrigation	\$ 10,000.00		MAYBE \$2500 KKB
Signage Temp & Perm	\$ 2,000.00		
Rain Garden	6,712.67		
	\$ 240,000.00		

120,000

County 50 cash

Brookshire 20 committed need letter

County 20 on Mondays agenda

One point five 20 I need to know if this is a go this week

Kkb 10

AGENDA ITEM #7

TO: Mayor and Commissioners

CC: Charlie Sosa, City Manager

FROM: Charlie Cardenas, City Engineer

DATE: July 27, 2026

SUBJECT: Consider Approving Change Order No. 7 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 14th Street Sewer Repairs.

Purpose:

Consider approving Change Order No. 7 (CO-6) for the General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Contract No. 22-082-016-D218. CO-7 is to increase the contract time by **14 calendar days** and for a net decrease of the contract amount by \$4,517.39.

This change order addresses unforeseen issues during construction relating to the size and condition of existing sanitary sewer lines receiving rehabilitation. Upon CCTV inspection, it was discovered that existing sanitary sewer lines are PVC material. These lines are not recommended for CIPP rehabilitation. However, heavy cleaning and CCTV for those lines are still required for inspection prior to CIPP installation. The rehabilitation was removed via previous Change Order 6 but requires payment for the CCTV and heavy cleaning. This change order re-allocates grant funds for the previously mentioned CCTV and heavy cleaning. Additionally, 193 LF of 18" CIPP is being removed from the contract to maintain project budget constraints. This results in a net decrease of \$4,517.39 to the construction contract for this change order.

Summary:

GLO Change Order No. 6 – Construction Cost and Contract Time

<u>Description</u>	<u>Calendar Days</u>
Time extension Hubert Construction contract	14
CCTV/Heavy Cleaning of Sanitary Sewer Lines	(\$4,517.39)

Background:

As part of the GLO CDBG-MIT Hurricane Harvey State Mitigation Competition grant. Project 1 – Loop 428 Lift Station and 14th 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 14th Street from Loop 428 to Lee Street.

Financial Impact:

The cost is a contract decrease of \$4,517.39 (Fund 122) which is grant funded.

Recommendation:

Staff recommends approving Change Order No. 7 for CDBG-MIT GLO Contract No. 22-082-016-D218 – Project 1 (Loop 428 Lift Station and 14th Street Sewer Improvements) for the increase of 14 calendar days and decrease of \$4,517.39 for heavy cleaning and CCTV of existing PVC sanitary sewer lines.

Attachments:

- Engineer's Recommendation
- Project 1 GLO Change Order No. 7
- Redlined Drawings
- Contractor's Proposal
- Cost Justification



July 13, 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 7 recommendation

Dear Mr. Cardenas,

This memorandum is in reference to ICE's recommendation to Change Order 7, a decrease in the amount of \$4,517.39. This change order addresses the 18" Ø CIPP sanitary sewer line, and heavy cleaning and CCTV Of sewer line (CO7-1).

During construction, the contractor was required to CCTV the sewer lines prior to the CIPP installation. After the inspections were complete, it was discovered that the current sanitary sewer line was PVC pipe and hence not recommended for CIPP rehabilitation. The CIPP line item was reduced from the construction contract via CO-6, however the CCTV inspections still needed to be performed. Along with the heavy cleaning. Consequently, CCTV and cleaning is no longer a subsidiary item for this segment of the existing sewer line. The proposed item (CO-7) is required prior to the CIPP rehabilitation and further justified by ICE. Additionally, ICE has reviewed previous bids for CCTV and cleaning, as well as researched statewide low-bid averages and has determined that \$19.20/LF is a reasonable cost for this item.

This Change Order 7 along with Change Orders 1, 2, 3, 4, 5, and 6 will decrease the original contract amount of \$2,593,299.15 by approximately 0.32%, which falls within the 18% allowance per the GLO contract. The adjusted contract amount with this and previous change orders will be \$2,584,988.15.

ICE also recommends a construction contract extension of 14 days to allow for approval and execution of this Change Order 7. The construction end date will be extended to August 22, 2026.

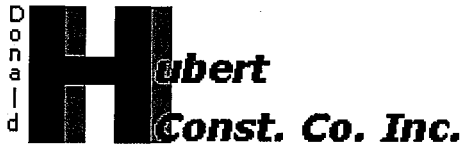
Therefore, it is ICE's recommendation to approve Change Order 7. The City of Kingsville has the final decision to approve/not approve change orders.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Julio A. Macias, P.E.", is written over the typed name.

Julio A. Macias, P.E.
Project Engineer



P.O.Box 84, Kingsville, TX 78364
(361) 592-9593 Fax (361) 595-0998
E-mail: dhubertco@sbcglobal.net

July 2, 2026

City of Kingsville
Kingsville, Texas 78363

Attn: Martin Medrano

Re: Bid Proposal
CIPP Breakdown
GLO SS Project 1- 14th Street Sanitary Sewer Improvements
City of Kingsville, Texas

Mr. Medrano:

Donald Hubert Const. Co. Inc. respectfully submits the following CIPP price breakdown:

A31	<u>8" CIPP</u>	<u>\$79.32</u>
	Clean/Televise	\$10.50
	CIPP Installation	\$68.82
A32	<u>12" CIPP</u>	<u>\$89.92</u>
	Clean/Televise	\$15.50
	CIPP Installation	\$74.42
A33	<u>18" CIPP</u>	<u>\$191.63</u>
	Clean/Televise	\$ 22.89
	CIPP Installation	\$168.74
A35	<u>6" CIPP</u>	<u>\$69.53</u>
	Clean/Televise	\$ 8.00
	CIPP Installation	\$61.53

If you should have any questions, please call Donnie Hubert at (361)592-9593 or mobile at (361)675-0558.

Thank you,

A handwritten signature in black ink, appearing to read "Donald Hubert".

Donald Hubert
President
Donald Hubert Const. Co. Inc.

COST JUSTIFICATION

TEXAS

Department of Transportation

Bid Item Averages

Bidder Rank filter needs to be set for "Low Bidder" to see low bid prices for change order justification.

Data Date: 7/8/2026 10:32:12 AM

Filters:

Standard Specification Code

(All)

Bid Item

(All)

Actual Let Date Range

Last 3 months

Bidder Rank

Low Bidder

District

(All)

County

(All)

Project Classification

(All)

Vendors (Select to Exclude)

(All)

Project Size

(All)

Project Type

(All)

Adjust filters to refine your analysis of bid item average costs.

Use Qty Filter:

NO

Enter Min Qty

0

Enter Max Qty

16,613,560

Show Chart

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
760-7001	DITCH CLEANING AND RESHAPING (FOOT)	LF	62.0	266,000.0	\$1.38	\$1.25	\$200.00	\$88.18	283,269.0	5
760-7002	DITCH CLEAN / RESHAPING(CU YD IN PLACE)	CY	95.0	95.0	\$50.00	\$50.00	\$50.00		95.0	1
760-7003	DITCH CLEAN/RESHAPING(CU YD IN VEHICLE)	CY	250.0	250.0	\$10.00	\$10.00	\$10.00		250.0	1
764-7001	DRAIN INLET CLEANING	EA	16.0	46.0	\$525.41	\$250.00	\$900.00	\$304.82	121.0	4
764-7007	STORM SEWER CLEANING (PIPE)(12"-18"DIA)	LF	166.0	166.0	\$16.00	\$16.00	\$16.00		166.0	1
764-7008	STORM SEWER CLEANING (PIPE)(19"-24"DIA)	LF	1,208.0	1,208.0	\$19.00	\$19.00	\$19.00		1,208.0	1
764-7009	STORM SEWER CLEANING (PIPE)(25"-30"DIA)	LF	1,198.0	1,198.0	\$27.00	\$27.00	\$27.00		1,198.0	1
764-7021	SLOTTED DRAIN CLEANING	LF	270.0	270.0	\$16.00	\$16.00	\$16.00		270.0	1
770-7001	REPLACE RAIL ELEMENT (W-BEAM)	LF	49.0	5,600.0	\$27.33	\$5.00	\$40.00	\$11.44	27,124.0	10
770-7002	REPLACE RAIL ELEMENT (THRIE-BEAM)	LF	20.0	100.0	\$102.38	\$5.00	\$587.50	\$211.47	363.0	7

RESOLUTION #2026-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER #7 TO THE CONSTRUCTION CONTRACT WITH DONALD HUBERT CONSTRUCTION CO. FOR THE GLO CDBG-MIT CONTRACT 22-082-016-D218 PROJECT 1: 14TH 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: 14th 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: 14th 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 was necessary due to unforeseen issue during construction including additional rehabilitation of manholes and

CIPP (cast in place pipe) sanitary sewer line items, which resulted 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 recommended and the City Commission approved Change Order #6 for the construction contract with Vendor via Resolution #2026-70 on July 13, 2026, as presented for a new total amount of \$2,589,505.54 and a new total contract time of 460 calendar days;

WHEREAS, the proposed Change Order No.7 is necessary due to the unforeseen issues during construction including additional rehabilitation of manholes and CIPP (cast in place pipe) sanitary sewer lines addressed in CO No. 6 that now require payment for the CCTV inspection and heavy cleaning of the sanitary sewer lines and there is a proposed decrease in 193 LF of 18" CIPP, which results in a \$4,517.39 decrease in the contract price but due to a prior contract price decrease the overall amount is an original contract decrease of 0.32% and an increase of 14 calendar days;

WHEREAS, staff is recommending the City Commission approve Change Order #7 for the construction contract with Vendor as presented for a new total amount of \$2,584,988.15 and a new total contract time of 474 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 #7 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: 14th 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
____ 27th 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 City of Kingsville	GLO Contract Number: 22-082-016-D218	Date: 7/13/2026
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	Donald Hubert Construction Co., Inc. P.O. Box 84 Kingsville, TX 78363 361-592-9593
Project #: 1	Bid Package #: 1	Change Order #: 7
Contract Origination Date: 4/14/2025	Project Description: Sewer lift station and force main	

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
A33	18"Ø CIPP SANITARY SEWER LINE, \$191.63/LF, -193 LF	36,984.59	
C07-1	HEAVY CLEANING AND CCTV OF SEWER LINE, \$19.20/LF, +1691 LF		\$32,467.20
	ADDITION OF 14 DAYS TO CONSTRUCTION CONTRACT		

See sheet 2 to add additional entries

Change in Construction Contract Price		Change in Contract Time (Calendar Days)	
Original Contract Price:	2,593,299.15	Original Contract Time in Days:	240
Cumulative Previous Change Order(s) Total:	-3,793.61	Net Change from Previous Change Order(s) in Days:	220
Contract Price Prior to this Change Order:	2,589,505.54	Contract Time Prior to this Change Order in Days:	460
Net Increase/Decrease of this Change Order:	-4,517.39	Net Increase/Decrease of this Change Order in Days:	14



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Construction Change Order Request

Contract Price with All Approved Change Orders:	2,584,988.15	Contract Time with All Approved Change Orders in Days:	474
Cumulative Percent Change in Contract Price (+/-)	-0.32%	Subrecipient Contract End Date:	1/31/2027
Construction Contract Start Date:	5/5/2025	Construction Contract End Date:	8/22/2026

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:

CO7-1 is a required item in order to fulfil proper sanitary sewer line cleaning and identification.

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 #8

City of Kingsville
Human Resource Department

TO: Charles L. Sosa, City Manager
FROM: Diana Gonzales, Human Resource Director
DATE: July 16, 2026
SUBJECT: Pending - Collective Bargaining Agreement Between City of Kingsville and Kingsville Professional Fire Fighters Association, Local IAFF 2390 - October 1, 2026 – September 30, 2029

Summary: The current one (2) year collective bargaining agreement between the City of Kingsville (City) and the Kingsville Professional Fire Fighters Association, Local IAFF 2390 (KPFFA) is set to expire on September 30, 2026. The City and KPFFA met to negotiate certain items as mandated by Texas Local Government Code for entities which have voted in collective bargaining.

Negotiations were conducted during six (6) posted meetings on the following dates:

May 20 th	June 17 th	June 30 th
June 11 th	June 29 th	July 8 th

Meetings were conducted and a tentative agreement between the City and KPFFA was reached. On July 13, 2026, the City was notified by KPFFA President Loudon that members voted to approve the tentatively agreed upon proposals. Below is a summary of articles with proposed changes. The collective bargaining agreement, in its entirety, is attached.

Article#	Article Name	Proposed Changes
3	Duration	3-year agreement: FY26/27, FY27/28, FY28/29
17	Compensatory Time	Clarification
18	Alternate Hire Process	Remove the 2-year experience requirement. No change to certification requirements.
25	Holidays	Year 2: Add ability to sell one (1) more Holiday at straight pay
26	Vacation	Addition of separation pay ineligibility for individuals with less than 60 months of service
27	Sick Leave	Addition of separation pay ineligibility for individuals with less than 60 months of service

Appendix A - Wage Schedule - Addition of Step 5 on wage schedule for personnel with 10+ years in current position

32	Wages	Add Assistant Fire Chief assignment pay of \$12,000 annually
		Increase for personnel with 1+ years of service: Year 1 = 3% Year 2 = 2.5% Year 3 = 3%
33	Education and Certification Pay	Appendix B - Certification Pay Incentives - Increase non-ranking Paramedic cert by \$75 monthly: \$425 to \$500
34	Longevity	Year 1: No Change Year 2: Increase from \$6 to \$8 per month per year of service Year 3: Increase from \$8 to \$9 per month per year of service

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:

Approximate additional costs based on previous year's totals:

	Wages	Fringe	Total including Fringe
Year 1 - FY26/27	\$ 123,916	\$ 23,544	\$ 147,460
Year 2 - FY27/28	\$ 131,571	\$ 24,999	\$ 156,570
Year 3 - FY28/29	\$ 143,485	\$ 27,262	\$ 170,747

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 PROFESSIONAL FIREFIGHTER'S ASSOCIATION, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF) LOCAL #2390 FOR FISCAL YEARS 2026-2029; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City and Association representatives met for several months to negotiate a new collective bargaining agreement ("the agreement") for the period covering October 1, 2026 to September 30, 2029; and,

WHEREAS, on July 13, 2026, the City received notice that the Association held a meeting of its members and voted to ratify the proposed agreement; and,

WHEREAS, the City Commission needs to vote to ratify the proposed agreement as well; and,

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

I.

THAT the City Manager is authorized and directed on behalf of the City of Kingsville, Texas to enter into a collective bargaining agreement with the Kingsville Professional Firefighter's Association, International Association of Firefighters (IAFF) Local #2390 for the period covering October 1, 2026 to September 30, 2029 in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

PASSED AND APPROVED by a majority vote of the City Commission on the
_____ 27th day of _____ July _____, 2026

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS FORM:

Courtney Alvarez, City Attorney

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF KINGSVILLE, TEXAS

AND

KINGSVILLE PROFESSIONAL FIREFIGHTER'S
ASSOCIATION, IAFF LOCAL #2390

~~October 1, 2024 – September 30, 2026~~

October 1, 2026 – September 30, 2029

TABLE OF CONTENTS

ARTICLE 1	INTENT AND PURPOSE.....	4
ARTICLE 2	DEFINITIONS.....	4
ARTICLE 3	DURATION OF THE AGREEMENT	4
ARTICLE 4	AUTHORITY AND NEGOTIATIONS	4
ARTICLE 5	RECOGNITION	5
ARTICLE 6	NON DISCRIMINATION	5
ARTICLE 7	CIVIL SERVICE RULES.....	6
ARTICLE 8	NO STRIKE – NO LOCKOUT	6
ARTICLE 9	MANAGEMENT RIGHTS	6
ARTICLE 10	ASSOCIATION RIGHTS & ACTIVITIES.....	7
ARTICLE 11	PAYROLL DEDUCTION OF DUES.....	8
ARTICLE 12	DUTIES	9
ARTICLE 13	WORKING CONDITIONS.....	9
ARTICLE 14	UNIFORMS	10
ARTICLE 15	WORKING OUT OF CLASSIFICATION.....	10
ARTICLE 16	OVERTIME AND CALLBACK.....	11
ARTICLE 17	COMPENSATORY TIME.....	12
ARTICLE 18	ALTERNATE HIRE PROCESS	12
ARTICLE 19	PROMOTIONS	14
ARTICLE 20	OFF-DUTY EMPLOYMENT.....	15
ARTICLE 21	LABOR MANAGEMENT COMMITTEE.....	15
ARTICLE 22	GRIEVANCE PROCEDURE.....	15
ARTICLE 23	LEGAL PROCEDURE.....	18
ARTICLE 24	DRUG TESTING.....	19
ARTICLE 25	HOLIDAYS	20
ARTICLE 26	VACATION.....	22
ARTICLE 27	SICK LEAVE	22
ARTICLE 28	SPECIAL LEAVES.....	24
ARTICLE 29	MISCELLANEOUS PROVISIONS.....	24

ARTICLE 30 INSURANCE	25
ARTICLE 31 MUSCULAR DYSTROPHY FUND-RAISER (MDA)	26
ARTICLE 32 WAGES	26
ARTICLE 33 EDUCATION AND CERTIFICATION PAY	26
ARTICLE 34 LONGEVITY	27
ARTICLE 35 NON-WAIVER	27
ARTICLE 36 MAINTENANCE OF STANDARDS	27
ARTICLE 37 DECLARATION OF THE FULL AND FINAL SCOPE OF AGREEMENT	27
ARTICLE 38 SAVINGS CLAUSE	28
APPENDIX B - CERTIFICATION PAY INCENTIVES	34

ARTICLE 1 INTENT AND PURPOSE

The following Agreement by and between the City of Kingsville, Texas, hereinafter referred to as "the City" and the Kingsville Professional Fire Fighters Association IAFF Local # 2390, hereinafter referred to as "the Association" is recorded in accordance with the Fire and Police Employee Relations Act of the State of Texas. The City and the Association agree that the primary purposes of this Agreement are the provision of efficient and uninterrupted performance of the municipal firefighting and emergency medical services and to adjust the rates of pay, hours of work, the terms and conditions of employment for those employees and provide for the equitable and orderly adjustment of grievances which may arise during the term of this Agreement. The Agreement has been reached through the process of collective bargaining with the objective of fostering effective and harmonious cooperation between the City and its Firefighters. Therefore, this Agreement is intended in all respects to be in the public interest.

ARTICLE 2 DEFINITIONS

1. "City" means the City of Kingsville.
2. "Association" means the Kingsville Professional Fire Fighters Association, IAFF Local # 2390.
3. "Member or Members of the Bargaining Unit" means all members of the fire department excluding Fire Chief, Volunteer firefighters and non-classified employees.
4. "Supervisor" means any officer with the rank of Lieutenant or above.
5. "Civil Service Commission" means the Fire and Police Civil Service Commission of the City of Kingsville.
6. "Chief" means the Fire Chief of the City of Kingsville.
7. "Regular hours" means actual hours worked including holiday hours and vacation hours.
8. "Essential Personnel" means all members of the fire department.
9. "Long Term" means eleven (11) working shift or more.

ARTICLE 3 DURATION OF THE AGREEMENT

SECTION 1 EFFECTIVE DATES

This Agreement shall be effective as of the first full payroll of Fiscal Year ~~2024-2025~~ 2026-2027 in October ~~2024~~ 2026 and shall remain in full force and effect until the last full payroll of fiscal year ~~2026~~ 2029.

SECTION 2 CONTINUATION OF AGREEMENT

Should an impasse be reached during negotiations between City and the Association regarding changes or additional provisions for a successor Agreement, the City agrees that all terms of this Agreement, including wages which shall remain at the September 30th, ~~2026~~ 2029 rates, shall remain in full force and effect for a period of one (1) year.

ARTICLE 4 AUTHORITY AND NEGOTIATIONS

SECTION 1 NOTIFICATION BY ASSOCIATION

Whenever wages, rates of pay, or any other matters requiring appropriation of monies by the City are included as a matter of collective bargaining, it shall be the obligation of the Association to serve written

notice of the request for collective bargaining on the City at least one hundred twenty (120) days prior to the conclusion of the fiscal year.

SECTION 2 MEETING OBLIGATION

It shall be the obligation of the parties to meet at reasonable times and places and confer in good faith, for the purposes of collective bargaining. The initial meeting shall be for the purposes of setting dates and the procedures for negotiations, including ground rules and deadlines, and shall not be considered a bargaining session for the purposes of any applicable statutory dates or deadlines.

SECTION 3 NOTICES

During the sixty (60) day period or any extension, neither party will bargain or deal with persons not on the negotiation team, without the advance notification of the Chief Negotiator for the other team. All formal discussion of contract issues shall take place during posted negotiation session in accordance with Section 174.108 of the FPERA. This provision shall not prevent either team from obtaining factual information from appropriate sources.

SECTION 4 COMMUNICATION

During the sixty (60) day period or any extension, communications to the press or media, each party will make a written notification to keep the other party informed of statements or releases.

ARTICLE 5 RECOGNITION

The City of Kingsville recognized the Kingsville Professional Fire Fighters Association, IAFF Local # 2390, as the sole and exclusive Bargaining Agent for all Fire Fighters as that term is defined in Section 174.003 of the Fire and Police Employees Relations Act, with the sole exception of the Fire Chief, by this term it is intended to include all permanent paid employees of the Department who have been hired in substantial compliance with provisions of the Texas Local Government Code, Chapter 143 but does not include civilians or other employees. The parties agree that the Kingsville Fire Department is the primary provider of fire, rescue and EMS services within the corporate limits of the City of Kingsville, save and except for mutual aid status arrangements created by the City Commissioners under inter-local cooperation agreements with surrounding cities and volunteer fire departments and for the City of Kingsville Code of Ordinances Chapter XI, Article 2 Ambulance Service.

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 agree that the provisions of this Agreement shall be applied to all employees within the Bargaining Unit without regard to affiliation or membership or non-membership in the Association.

SECTION 3 ASSOCIATION MEMBERS

The City agrees not to discriminate against any member of the bargaining unit for their lawful activity on behalf of, or membership in, the Association. The Association and the City recognize that no employee is required to join the Association, but that each employee has the right to choose of their own free will whether or not to join the Association. Neither the City nor the Association shall exert any pressure for or against any member covered by this Agreement in regard to such matters.

ARTICLE 7 CIVIL SERVICE RULES

By entering into this Agreement, the parties recognize and agree that the provisions of this collective bargaining agreement shall take precedence over civil service law provisions, including the applicable sections of Chapter 142 and 143 of the Texas Local Government Code, or the Local Civil Service Rules and regulations of the City of Kingsville to the extent of inconsistency. All other statutory provisions and rules shall remain in full force in the same manner as on the date this agreement became effective.

ARTICLE 8 NO STRIKE – NO LOCKOUT

The Association agrees that it shall not cause, counsel or permit its members to strike, slow down, disrupt, impede or otherwise impair the normal functions of the Fire Department. The City agrees that it will not authorize, ratify, encourage or otherwise support any lockout.

ARTICLE 9 MANAGEMENT RIGHTS**SECTION 1 MANAGEMENT RIGHTS**

The Association recognizes that the City has statutory and Charter rights and obligations in all matters relating to municipal operations. The City and the chief shall retain all rights and authority, which by law they are entitled to. Except as specifically provided in this Agreement, the City retains the right to operate and manage its affairs in all respects. The rights of the City include but are not limited to:

- The right to establish the ranks and classifications of positions.
- The right to establish department rules of procedure.
- The right to discipline or discharge for cause, subject to State Civil Service Law.
- The right to determine work schedules and assignments.
- The right to establish methods and processes by which work is to be performed.
- The right to use Fire Department personnel in emergency situations to protect life and property.
- The right to use non-uniformed personnel in the Department to perform duties which do not require a certified firefighter including, but not limited to, communications, information systems, records, and

clerical support and maintenance; non-uniform personnel performing such duties shall not be subject to the terms of this Agreement.

SECTION 2 RULES AND REGULATIONS

The City recognizes the responsibility of management to reduce Standard Instruction, Rules and Regulations, and Standing Orders to writing and to maintain the same at each fire station in order to achieve a uniform interpretation and application of such directives and regulations within the contract years. The City may amend, repeal or supplement Standard Instruction, Rules and Regulations, and Standing Orders at any time. Any changes or additions to such Standard Instructions, Rules and Regulations, and Standing Orders will not be valid until posted at each Fire Station.

SECTION 3 NON-INTERFERENCE IN PERSONAL LIVES

The City will not publish, make or enforce any regulations or directives, which will interfere with the personal lives of off-duty activities of firefighters, except to the extent that such regulations may be necessary to assure continued commitment to public safety and department operations.

ARTICLE 10 ASSOCIATION RIGHTS & ACTIVITIES

SECTION 1 NEGOTIATING TEAM

Two (2) members of the Association negotiating team shall be allowed time off with pay in order to attend negotiation meetings mutually set by the City and the Association when such meetings occur while negotiating team members are on duty. Time off shall be considered as fifteen minutes for transportation time to and from the meeting site and the actual time required for the meeting.

SECTION 2 ASSOCIATION ACTIVITY

The Association may schedule small committee meetings pertinent to Association business on Fire Department property in so far as such meetings are not disruptive of the duties of the firefighters or the efficient operation of the Fire Department, provided however, that permission for such meetings shall be obtained 72 hours in advance from the Fire Chief prior to meeting.

SECTION 3 OTHER ASSOCIATION FUNCTIONS

A maximum of four (4) members of the Association which includes the Association president and one (1) association officer shall be allowed three (3) shifts off using personal leave each year of the Agreement term, to attend the Association's State Convention and a like number of shifts off to attend the Association's International Convention.

Any member elected or appointed to a State or International Association office or position shall be allowed three (3) shifts off using personal leave to attend to business.

SECTION 4 ASSOCIATION PRESIDENT

The City agrees that when the President of the Association is on duty they shall be given the latitude to deal with the duties of the presidency. This includes but is not limited to meetings with any firefighter,

the Fire Chief, City Manager, City Attorney, Human Resources Director, Assistant City Manager, the City Commissioners, the Civil Service Commission, and any meetings established by this Agreement. This latitude shall not include leaving the City limits unless prior approval from the Fire Chief has been sought.

The Fire Chief reserves the right to revoke this special duty during emergencies or when the welfare of the citizens of Kingsville is placed in jeopardy. The Association President, as part of their duties, reserves the right to speak, visit with the men and women who are members of the Association, as well as to tour existing Fire Department facilities and review existing equipment toward the goal of improving the quality of working conditions for the firefighters of the City of Kingsville. In addition, the President may participate as the duly elected representative of members of the bargaining unit in any discussion that may affect the working conditions of any Association member.

SECTION 5 ACTION OUTSIDE THE CITY LIMITS

It is understood and agreed that any member of the bargaining unit who is directed by their supervisor to perform duties outside the City limits will be considered to be within the course and scope of their employment while performing such duties.

ARTICLE 11 PAYROLL DEDUCTION OF DUES

The City agrees to deduct dues from the pay of Association members upon receipt from the Association of a "Dues Deduction Card" or similar form voluntarily and individually authorized, signed, and dated by each member of the Association. Such dues will be deducted in the amount specifically authorized by the individual and the Association. The deduction of dues will begin the first full pay period following receipt of the "Dues Deduction Card". The member's authorization to deduct dues shall remain in full force and effect for the term of this Agreement or until terminated by the member.

At any time, a member of the Association desires to withdraw dues deduction authorization, he/she may do so. Such action will be initiated through a "Termination of Dues Deduction Card" signed by the member of the Association. The City shall terminate deduction of such dues on the first full pay period following receipt of the "Termination of Dues Deduction Card".

The City will be obligated to remit to the Association only those sums deducted as dues and assessments from the Association member's pay check and will not be liable for damages to the Association, and individual member, or other group or person for failure to deduct any authorized sum for any reason. Deduction of Association dues shall be subordinate to all other deductions or liens legally placed upon the member's pay. The Association shall supply the City with all necessary information for payroll deduction of dues. The City will be responsible for maintaining on file all forms necessary to administer this section. The City will inform the Association of any changes in dues deductions, by submitting a copy of the member's dues deduction form to the Secretary of the Association.

ARTICLE 12 DUTIES

Members of the bargaining unit shall be assigned to perform duties within the Chief's discretion including, but not limited to, firefighting, fire prevention, fire dispatch, rescues, emergency medical service, public safety education, training, project management, care and maintenance of facilities (for example, changing filters, maintaining yard, trash disposal, changing light bulbs, sweeping, mowing, dusting, dishes, laundry, etc.), equipment and apparatus not to include structural or other types of projects requiring licensing and/or permits.

ARTICLE 13 WORKING CONDITIONS

SECTION 1 HOURS OF WORK

24 Hour Shifts

Members of the bargaining unit assigned to work on twenty-four (24) hour shift duty may be assigned to one (1) of three (3) rotating shift. Each shift begins at 8:00 a.m. ends at 8:00 a.m. the following day, and is followed by the two (2) other twenty-four (24) hour shifts.

40 Hour Work Week

Members of the bargaining unit that are not assigned to work on a twenty-four (24) hour rotating shift, shall be assigned to a forty (40) hour work week in a seven (7) day period.

SECTION 2 SCHEDULING

The Chief retains the right to make temporary assignments, details and other schedule revisions for operational purposes, provided the regularly assigned schedule shall be stated herein. The days and hours of work for forty (40) hour members of the bargaining unit shall be subject to determination by the Chief as long as said member is given two (2) calendar days advance notice to such change in their working schedule.

SECTION 3 SHIFT ASSIGNMENT

Members shall receive at a minimum of 72 hours of notice prior to long-term shift assignment and/or shift change.

SECTION 4 PAY CONVERSION TO 40 HOUR WEEK ASSIGNMENT

The Fire Chief maintains the management right to assign work schedules and assignments. Fire Department civil service personnel ("Fire Personnel") may have schedules modified due to training, work related light duty and unforeseen circumstances. The Fire Chief maintains the discretion to modify a Fire Personnel's regular shift schedule to a 40 hour per week schedule without the Fire Personnel having a reduction in wages.

Conversion process: Average hours for a 24-hour shift employee (2912) divided by number of annual hours for a 40 hour per week employee (2080).

Example: 17.51* per hour for 24-hour shift employees

X 2912 average annual hours for 24-hour shift employees

\$ 50,989.12 Annual Average Wage

÷ 2080 annual hours for a 40-hour employee

\$ 24.51 per hour for employee assigned to a 40-hour shift

(* FOR ILLUSTRATION PURPOSES ONLY --- THIS RATE CHANGES BASED ON EMPLOYEES ACTUAL HOURLY RATE WHICH DEPENDS ON RANK AND STEP)

Return to regular firefighting duties shall automatically revert Fire Personnel to regular Fire Personnel schedule of 24-hours on-duty and 48-hours off-duty with the applicable hourly rate as per Appendix A.

The Fire Chief has the final authority to assign staff to a 40-hour per week schedule.

ARTICLE 14 UNIFORMS

SECTION 1 DESCRIPTION

The City shall furnish all members with work uniforms, which may include one pair of shoes, upon initial hire or promotion (if uniform modifications are required) without cost to members. The Chief or designee shall provide replacements as necessary. A complete uniform list is defined as

Work Uniform Shirts (initial issue: 4)

Work Uniform Pants (initial issue: 4)

Jacket (initial issue: 1)

Boots (initial issue: 1 pair)

SECTION 2 PROVISION

The City shall furnish fire-retardant protective clothing and/or protective devices required of members in the performance of their duties as determined by the Fire Chief.

SECTION 3 REPLACEMENT

The City shall replace required clothing items and equipment, as determined by the Fire Chief, which are damaged or worn out in the course of employment without cost to the member.

SECTION 4 CLEANING

The City shall provide for cleaning, laundry service and or cleaning equipment and supplies for the purpose of maintaining work clothing per NFPA standards.

ARTICLE 15 WORKING OUT OF CLASSIFICATION

Any member of the bargaining unit assigned to perform the duties of a higher classification by the Chief and in his absence by the officer in charge for a period of 1 hour or more during a shift shall be paid the base salary of the higher classification, plus their own longevity, and certification and/or educational pay, for the period of time which the member is required to work such higher classification. Only the rank of Firefighter may be assigned to fill the rank of Engineer, only the rank of Engineer may be assigned to fill

the rank of a Lieutenant, and only the rank of Lieutenant may be assigned to fill the rank of a Captain. Members of the bargaining unit certified as a Paramedic shall be ineligible to work out of classification when only one member certified as Paramedic is on duty.

All efforts will be made to assign only personnel who have at least two (2) years of service (calculated as of date of hire) before assigning the member temporarily to a higher classification.

All efforts will be made to assign only personnel who have at least one (1) year of experience holding rank of Engineer or above (calculated as of date of promotion) before assigning the member temporarily to a higher classification.

Should a staffing issue arise, the Fire Chief or their designee has the authority to assign personnel as needed to fill the higher classification.

ARTICLE 16 OVERTIME AND CALLBACK

SECTION 1 OVERTIME

24 HOUR SHIFT MEMBERS OVERTIME CALCULATION

Members assigned to twenty-four (24) hour shifts shall be paid overtime for authorized hours in excess of one hundred and six (106) hours of actual hours, holiday hours and vacations hours worked for each fourteen (14) day work period.

Hours worked on an actual holiday will be counted as overtime and paid one and half (1 ½) times regular rate of pay. Each twenty-four (24) hour member on duty at 8:00 a.m. when a holiday occurs shall be paid one and a half (1 ½) times their hourly rate of pay.

40 HOUR WORK WEEK MEMBERS OVERTIME CALCULATION

Members assigned to a forty (40) hour a week position shall be paid overtime for authorized hours in excess of forty (40) hours of actual hours, holiday hours and vacation hours worked for each seven (7) day work period.

SECTION 2 SCHEDULED VOLUNTARY OVERTIME

When the daily assigned staffing falls below, or is anticipated to fall below, the minimum staffing level, the Captain may call in off duty personnel to work using the established overtime procedures and availability list.

SECTION 3 EMERGENCY CALL BACK VOLUNTARY OVERTIME

Emergency call back overtime is needed when there is a temporary reduction in staffing arising from unanticipated emergency calls or other personnel shortages. All emergency call backs shall be for a minimum of three (3) hour periods and paid at overtime.

A member reporting for emergency call back overtime less than three (3) hours prior to their regularly scheduled shift shall be paid for the actual hours worked.

SECTION 4 OUT OF CLASSIFICATION OVERTIME

Members may work up one classification when working overtime if qualified to work in such classification. The member shall be paid overtime at one and one half (1-1/2) times the regular rate of pay for that particular classification. When working up, the member shall be paid overtime based on the lowest step in the higher classification.

SECTION 5 MANDATORY OVERTIME (RECALL)

The Fire Chief or designee has the statutory right under Texas Local Government Code 142.0015 to assign overtime as needed.

SECTION 6 PAYMENT OF OVERTIME

Overtime payments will be included on the paycheck following the end of the pay period, but offsets may be made for past overpayments or underpayments.

ARTICLE 17 COMPENSATORY TIME

SECTION 1 ELECTION

Members of the bargaining unit may elect to receive compensatory time, at a rate of not less than one and one-half hours for each overtime hour worked, instead of cash overtime pay.

The Department shall designate the method of compensation (monetary compensation or compensatory time) for each specific available assignment at the time the assignment is announced or offered. Personnel shall be notified of the designated compensation method before accepting the assignment. Once an employee accepts the assignment, the designated methods of compensation shall not be changed without the mutual written agreement of the affected employees and the Department.

SECTION 2 RECORDS

The Fire Department administrative staff shall maintain records of compensatory time for each member of the bargaining unit.

SECTION 3 USE

Members of the bargaining unit that elect to use their compensatory time shall be taken with mutual agreement between the member and the Fire Chief

ARTICLE 18 ALTERNATE HIRE PROCESS

SECTION 1 ELIGIBILITY

Applicants must have all of the following to be eligible under this process and will not be required to take an entry level exam:

- A. Basic Structural Firefighter certification through Texas Commission of Fire Protection (TCFP) or equivalent issued through another entity which qualifies for TCFP reciprocity.
OR
Emergency Medical Technician (EMT), Advanced Emergency Medical Technician (AEMT), or Paramedic certification issued by the Texas Department of State Health Services (TDSHS) or National Registry.
- ~~B. Two (2) years of experience as either a certified/licensed Firefighter, EMT, AEMT, or Paramedic.~~
- C. Applicant must be 21 years of age or older.
- D. Valid driver's license.

SECTION 2 ENTRY REQUIREMENTS

Applicants must successfully complete processes required by entry-level candidates of application, agility, interview, physical, drug screen and psychological examination.

Applicants under the alternate hiring process may not appeal a rejection by the Fire Chief.

To the extent allowed by law, the City shall indemnify the Association and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken in compliance with this article, excluding gross negligence, recklessness, or intentional conduct of the parties.

The parties have entered into this agreement in good faith and understand and agree that the provisions of this article are in compliance with the authority granted the parties under Chapter 174 of the Texas Local Government Code that allows the City and the Association to mutually alter provisions of Chapter 143 of the Texas Local Government Code.

SECTION 3 RE-HIRE

Former City of Kingsville firefighters with less than two (2) years break in City of Kingsville service may be considered for rehire.

- Meet current position requirement for Firefighter
 - 1) Background
 - 2) Agility
 - 3) Physical
 - 4) Psychological
 - 5) Drug Screen
- Resigned from City on voluntary basis, and left the City in good standing
- Makes application for rehire within two (2) years of the date of resignation from City
- Former City employees rehired will be placed in position of Firefighter.
- Rehired employees will not be able to test for a qualified ranking position until the completion of two (2) years of service.

- Rehired employees shall be considered as newly hired employees for seniority purposes.

ARTICLE 19 PROMOTIONS

SECTION 1 PROMOTIONAL PROCEDURES

The promotional examination shall consist of the following:

A. Written Examination

1. Candidates must score at least seventy percent (70%) or better on the written examination to advance to the next step of the promotional procedure. The written examination shall count as seventy percent (70%) of the total promotional score.
2. Any change in the Promotional Reading Lists shall be posted in January no later than January 31st of each year.

B. Skills Assessment

Candidates that successfully pass the written examination will be required to participate in a skills assessment that is developed and/or approved by the Fire Chief. A candidate must pass the skills assessment with a score of seventy percent (70%) or better to be placed on the promotional list. The skills assessment score shall count as thirty percent (30%) of the promotional score.

Once a candidate has successfully passed the skills assessment, their score from the written exam will be multiplied by seventy percent (.70), their score from the skills assessment will be multiplied by thirty percent (.30), and then the two resulting numbers will be added together to provide the base promotional score.

SECTION 2 SENIORITY POINTS

Candidates successfully passing the written exam and skills assessment will have seniority points added to their base promotional score to create their total promotional score. A maximum of 10 seniority points may be added to the base promotional score, as follows:

Uninterrupted service in Kingsville Fire Department	1 point per year of service (up to 10)
--	---

SECTION 3 PROMOTIONAL ELIGIBILITY LIST

Once candidates have received their total promotional scores, their name shall be placed on a promotional eligibility list in the order of highest score to lowest score. The Eligibility List shall be valid for one (1) year from the date of Civil Service Commission Approval.

SECTION 4 PHYSICAL/DRUG/ALCOHOL TESTING

Candidates will be selected from the promotional list for a physical and a drug/alcohol test as vacancies become available. Upon successful completion of the drug/alcohol test, the candidate will be offered the promotion.

ARTICLE 20 OFF-DUTY EMPLOYMENT

The Fire Chief shall create a policy regarding off duty employment. Policy must be continuously updated as changes occur. The following information shall be required by the Fire Chief due to firefighters being injured during their off-duty employment and reporting to their next scheduled shift without notifying their shift Captain of their off-duty employment injury. (1) Name and address of employer. (2) Phone number of employer for emergency contact by the department. Off-duty employment shall not interfere with normal work schedules or emergency duties. Copies of the policy shall be filed in the Human Resource Department, and City Manager's office. Permission to work off-duty employment shall not be unreasonably withheld.

ARTICLE 21 LABOR MANAGEMENT COMMITTEE

The City and the Association recognize communication between Management and the Association is indispensable to the accomplishment of a sound and harmonious Labor – Management Committee. This Committee shall consider, discuss, and resolve issues or problems pertaining to the employment conditions of the firefighters. Such issues may include proposed changes in safety equipment and devices, clothing, and procedures for the reduction or elimination of hazards to the mission of the Fire Department. Such discussions shall not be tantamount to, or an extension of, the bargaining process, but shall be for the purpose of encouraging productive relations between the parties and the improvement of the fire service to the community. The Committee shall consist of four (4) members, two (2) to be appointed by the Association and two (2) to be appointed by the Chief. All four (4) members of the committee must be present for a meeting to be held. The Labor – Management Committee shall meet at times mutually agreeable to both parties and meetings may be canceled by mutual agreement of the Committee members. There shall be a written agenda, prepared by the party requesting the committee meeting, on matters to be discussed and provided to the Committee members at least one week in advance of the meeting.

ARTICLE 22 GRIEVANCE PROCEDURE

SECTION 1 SCOPE OF PROCEDURE

The City and the Association agree that the purpose of this grievance procedure is to provide a just and equitable method for resolving disagreements between the parties, involving the interpretation, application or alleged violations of this Collective Bargaining Agreement. For the purposes of this article only, working days are defined as Monday-Friday, excluding weekends and City holidays.

SECTION 2 GRIEVANCE PROCEDURES

The Association, or any member covered under the Agreement, may file a grievance, and shall be afforded the full protection of this Agreement.

Step 1. The Association, or any member covered by this Agreement, having a matter which is felt to be a grievance, shall submit, within ten (10) working days of the actual event causing the problem, a written grievance to the Association Grievance Committee.

The grievance shall include:

- (1) A statement of the grievance and the facts on which it is based;
- (2) The section(s) of the Agreement which have been violated;
- (3) The remedy or adjustment, if any is sought;
- (4) The signature of the member.

The Association Grievance Committee shall have ten (10) working days from receipt thereof in which to act on the grievance. If the Association Grievance Committee decides in their sole discretion that no grievance is found to exist, no further action shall be required. If a grievance is found to exist, the Committee shall process the grievance by passing it to Step 2.

Step 2. If a grievance is found to exist, the matter shall be submitted to the Fire Chief or their designee within the ten (10) working days as specified by Step 1. If the Fire Chief and/or their designee is not available, the Supervisor in charge may receive the copy of the grievance. The Chief shall render a decision and respond to the Association Grievance Committee, in writing, within ten (10) working days from receipt thereof.

Step 3

If the grievance is not resolved in step two (2), the Association Grievance committee shall submit the grievance in writing to the City Manager or their designee within ten (10) working days from the receipt of the step two (2) decision. The City Manager or their designated representative shall review the matter and render a decision in writing to the Association Grievance Committee within ten (10) working days of receipt of the grievance.

Step 4. If the grievance is not resolved at Step 3 then the City and the Association shall request the assistance of the Federal Mediation and Conciliatory Service, within ten (10) working days excluding weekends and holidays. The mediator will advise the parties of their availability for mediation of the grievance. Failure to resolve the grievance in mediation shall constitute the grievance unresolved.

Step 5. If the grievance is not resolved at Step 4, the Association Grievance committee may request arbitration. If a grievance is requested to be submitted to arbitration, the City and the Association shall first attempt to mutually agree on an arbitrator. If after ten (10) working days the parties fail to agree upon an arbitrator, a list of seven (7) neutral arbitrators shall be requested from the American Arbitration Association or the Federal Mediation and Conciliation Services (F. M. C. S.). Within ten (10) working days

from receipt of the list, the Association and the City shall alternate in striking a name from the list until only one name remains. If neither party volunteers to strike a name first, it shall be decided by flipping a coin. The arbitrator will advise the parties of their availability for arbitration of the grievance.

SECTION 3 ARBITRATION

A. Scope of Arbitrator/Arbitration

Within thirty (30) calendar days after the conclusion of the hearing or the filing of the briefs, the arbitrator shall issue a written opinion and ruling with respect to the issues presented, a copy of which shall be mailed or delivered to the Association Grievance Committee and the City. The arbitrator shall not have the power to add to, amend, modify, or subtract from the provisions of this Agreement in arriving at their decision on the interpretation of this Agreement and to make conclusions of fact based upon the evidence submitted at the arbitration hearing and to apply the contractual provisions to said facts. The arbitrator shall confine themselves to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to them. The conclusion reached by the arbitrator shall be based solely on evidence adduced at the hearing. The decision of the arbitrator shall be final and binding upon the City, the Association and all members covered by this Agreement.

B. Arbitration Expenses

Fees and expenses of the arbitrator shall be borne by the party ruled against as determined by the arbitrator in their award. The City shall bear the expenses of any witnesses called by the City. The Association shall bear the expenses of any witnesses called by the Association, except for members who are on duty during the time they are to testify. The Association agrees to call no more than three (3) members on duty to be witnesses; expenses for additional on duty members called by the Association to be witnesses, will be paid by the Association.

C. Rules for Arbitration Hearings

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

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

Judicial rules of evidence need not be strictly followed; however, witnesses may be placed under the rule. The arbitrator shall not communicate with parties or witnesses relating to the facts or subject matter of the case outside of the arbitration hearing.

SECTION 4 TIME LIMITS

The parties shall adhere to the time limits set forth in the procedure. In the event the member or the Association fails to meet the time limits, at any step in procedure, the grievance shall be considered satisfied and no further action taken. Failure by the City to meet the time limits at any step, the grievance shall be considered resolved in favor of the Association.

SECTION 5 DUE DATE

If a deadline falls on a day when the appropriate office is closed, the due date shall be on the next day when it is open.

ARTICLE 23 LEGAL PROCEDURE

SECTION 1 LEGAL DEFENSE

In the event that a civil action is filed against a member of the bargaining unit for conduct performed while on duty in the official performance of their duty, the City shall provide legal representation to the member under the terms and conditions of this article. The City, by conducting or participating in the defense of the members of the bargaining unit, does not assume any obligation or liability or otherwise imposed by law and does not expressly or implicitly waive any immunity or defense, which may be available to the City. The City shall have no obligation not otherwise imposed by law for any judgment, which is rendered against a member of the bargaining unit. The City shall have the option, at its sole discretion, of retaining an outside lawyer or providing legal representation through the Office of the City Attorney.

SECTION 2 NO OBLIGATIONS

The City shall have no obligations to provide legal representation to a member of the bargaining unit where:

- A. The conduct of the member has given rise to the civil action that constitutes a violation of rules, regulations or procedures, a violation of the orders of supervisor, gross negligence, recklessness, or intentional wrongdoing;
- B. The conduct of the member has given rise to civil action and is outside the scope of the member's employment.
- C. Legal representation is provided by a third party, such as automobile liability insurance, or the like.

SECTION 3 NOTIFICATION

The member of the bargaining unit shall notify the City of any claim being made against such member no later than 15 days from the date that the member received notice of such claim, and shall request, in writing through the Chief, that the City assume the defense of the member regarding such claim.

SECTION 4 CORRESPONDENCE WITH CITY ATTORNEY

If suit is filed against a member of the bargaining unit, the member shall immediately forward to the City Attorney every demand, notice, summons or other process received by the member.

SECTION 5 COOPERATION OF FIREFIGHTER

The member of the bargaining unit shall cooperate with the City and upon its request shall assist in making settlements, in the conduct of suits, in endorsing any rights of contribution of indemnity against any person or organization who may be liable for all or part of such damages and shall attend all hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. Furthermore, any failure of the member to cooperate with the City in providing legal representation or otherwise violating provisions of this article shall be grounds for denial of legal representation or termination of such obligation.

SECTION 6 OTHER RIGHTS AND OBLIGATIONS OF CITY

No provision of this article shall in any way affect other rights or remedies that the City may have.

ARTICLE 24 DRUG TESTING

SECTION 1 APPLICABILITY

The City's current Substance Abuse Policy shall be of full force and effect as to persons who come within the purview of this Agreement except when expressly excluded herein. All provisions of the Substance Abuse Policy pertaining to alcoholic beverages, inhalants, and prescription drugs shall be fully applicable. The following special provisions shall apply only to illegal drugs. These terms shall be construed in accordance with the definitions contained in the City's Substance Abuse Policy.

SECTION 2 CHOICE OF MANAGER

"Manager" as used herein shall be that person or agency, but always an independent contractor, who shall be responsible for collecting, testing and reporting results on any sample, of whatever nature, used for implementation and administration of the City's Substance Abuse Policy

SECTION 3 RANDOM TESTING

All City employees are subject to random testing without cause.

Selection of subjects or persons for random testing for alcoholic beverages, illegal drugs, inhalants, or prohibited substances by the responsible authority may be accomplished by the responsible authority by reasonable means which does not constitute a pattern, custom, or practice. By way of illustration and not be way of limitation, the responsible authority may require all person's subject to random testing to be tested on a given day. The responsible authority may also require those person's subject to random testing in one department only to be tested on a given day.

The responsible authority's choice of mode for determining random testing shall be presumed valid subject to a clear showing of abuse of discretion.

SECTION 4 TESTING FOR CAUSE

All members of the bargaining unit shall be subject to testing for cause. Cause shall be "tenable inference" as defined in the City's Substance Abuse Policy.

Any member who demonstrates a tenable inference that they are at that time in violation of any of the provision of the City Substance Policy may be subject to an immediate appropriate substance abuse test.

The member's immediate supervisor, department head, acting department head, and a person acting in their stead, the City Manager, or the Human Resource Director may order the testing.

Any member who refuses to submit to an immediate appropriate substance abuse testing when ordered by an appropriate official as listed above shall be indefinitely suspended. If the member so indefinitely suspended appeals the indefinite suspension and on appeal it is determined an order for testing was issued, and the member refused to obey such order, and the person giving such orders was justified in forming the tenable inference as defined herein, the indefinite suspension shall be upheld and the member may not be rehired by the City of Kingsville for a period of one year.

SECTION 5 COMPLIANCE WITH POLICY AND DISCIPLINARY ACTION

All members shall refer to the current City of Kingsville Policy # 830 Substance Abuse Policy in regards to compliance and consequences of failure to comply with this policy.

SECTION 6 RECORDS PROCEDURES

Release of Information

Requests for employment verification or references for a member indefinitely suspended under this policy shall be forwarded to the Human Resource Department. For Texas Employment Commission hearing on granting unemployment insurance, the City will cite a rules violation as the reason for termination and will supply a copy of the letter of indefinite suspension, which states specific reasons. Where there is doubt about the release of information, the Legal department shall be consulted for guidance.

Reporting Conviction to Federal Agency

In compliance with the Drug Free Workplace Act, the Human Resource Department will notify the appropriate federal agency within ten (10) days after receiving notice from the member of a conviction under criminal drug statutes.

SECTION 7 OFF DUTY CONDUCT

No off duty conduct shall impair on-duty performance notwithstanding anything else to the contrary herein the provisions of this section only shall apply to all substances, i.e., alcoholic beverages, inhalants, illegal drugs, and prescription drugs.

SECTION 8 HOLD HARMLESS

To the extent possible the City agrees to hold harmless the Association for any suit or cause of action, which is a direct result of negotiating and executing this Agreement.

ARTICLE 25 HOLIDAYS

SECTION 1 DESIGNATED HOLIDAYS

Each firefighter shall receive the following ten (10) holidays per year:

1. New Year's Day
2. Martin Luther King Day (MLK)
3. Good Friday
4. Memorial Day
5. Juneteenth
6. 4th of July
7. Patriot's Day
8. Veteran's Day
9. Thanksgiving Day
10. Christmas Day

The Holiday shall be on the actual holiday.

SECTION 2 HOLIDAY LEAVE

A. ~~Member's~~ Members assigned to twenty-four (24) hour shifts shall be entitled to the number of scheduled working hours off for each holiday (ex. 24 hour shift = 24 hours off).

~~Member's~~ Members assigned to a forty (40) hour work week shall be entitled to 8 working hours off for each holiday.

The current practice of adding holidays to vacation time or taking them individually shall be retained. Nothing herein shall be interpreted in such a manner, which would deprive the Chief of his right to cancel a member's scheduled holiday when the Chief determines there is an imminent threat. The member's responsibility for scheduling a holiday shall end when they receive their signed copy of the holiday request form.

B. Members assigned to a forty (40) hour work week shall be entitled to observe the holidays authorized under City policy.

C. For Members on 24 Hour Shift schedules – Two (2) holidays shall be eligible for sell-back at straight time (24 hours per holiday) for Fiscal Year 2026-2027 and three (3) holidays in Fiscal Year 2027-2028 and Fiscal Year 2028-2029 ~~each fiscal year~~ by submitting appropriate documentation to the department.

D. Holiday leave accrued during a calendar year must be used within 12 months of occurrence. If the firefighter 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 26 VACATION

SECTION 1 VACATION LEAVE ACCRUALS

Members of the bargaining unit shall accrue vacation leave in equal biweekly increments as follows:

- A. 13 through 60 months – 12 days
- B. 61 through 228 months – 15 days
- C. 229 months and more – 18 days

The City shall post an accounting of vacation accrual on the member's pay stub.

Leave accruals shall be in accordance with the City's Family Medical Leave (FMLA) policy.

SECTION 2 CANCELLATION OF LEAVE

Nothing herein shall be interpreted in such a manner which would deprive the Chief of their right to cancel a member's scheduled vacation when the chief determines there is an imminent threat.

SECTION 3 LEAVE

Members assigned to a twenty-four (24) hour shift will be entitled to twelve (12) working hours for each day of accrued vacation leave. Members assigned to a forty (40) hour work week shall be entitled to eight (8) working hours for each day of accrued vacation leave.

SECTION 4 SEPARATION PAY

Firefighters separating employment within 60 months from hire date are allowed zero (0) of accrued Vacation Leave payout.

Members assigned to a twenty-four (24) hour shift who have completed probation shall be paid a maximum of two hundred and fifty (250) hours for any accumulated vacation leave at the member's regular rate of pay at the time of separation.

Members assigned to a forty (40) hour work week shall be paid a maximum of one hundred sixty-six (166) hours for any accumulated vacation leave at the member's regular rate of pay at the time of separation.

ARTICLE 27 SICK LEAVE

SECTION 1 SICK LEAVE ACCRUAL

Firefighters shall accrue Sick Leave at the following rates in bi-weekly increments:

- A. 13 through 60 months – 12 days
- B. 61 months and more – 15 days

Leave accruals shall be in accordance with the City's Family Medical Leave (FMLA) policy.

The City shall post an accounting of sick leave accrual on the member's pay stub.

Members working 24 hour shifts will be entitled to 12 working hours for each day of accrued sick leave, except member's working a 40 hour weekly schedule shall be entitled to 8 working hours for each day of accrued sick leave.

SECTION 2 USE OF LEAVE

In the event of an illness, the member shall notify the Captain or Acting Captain on duty immediately when the member knows they will be absent due to an illness. Any member who is absent one or more consecutive scheduled work shifts or who is exhibiting a pattern of potential leave abuse may be required by the Chief to furnish a certificate from a physician or the physician's representative certifying to the illness of the firefighter.

SECTION 3 SICK LEAVE BUY BACK

Any member assigned a 24 hour shift who has completed probation may elect to sell up to one hundred and eighty (180) hours of accumulated sick leave annually (December), or up to ninety (90) hours bi-annually (June and/or December). Any member assigned a 40 hour work week may elect to sell up to one hundred and twenty (120) hours of accumulated sick leave annually or sixty (60) hours bi-annually (June and/or December). Annual sick leave buy back requests are to be submitted no later than fifteen (15) days prior to the first payday of the month of June and/or December. Payment will be issued during the week following the first scheduled payday of the month of June and/or December, barring any emergency. If a member does not submit the required form on time, a buy back payment may not be issued. The City shall purchase the sick leave hours at one hundred percent (100%) of the member's wages.

SECTION 4 SEPARATION PAY

Any firefighter separating employment within 60 months from hire date are allowed zero (0) of accrued Sick Leave.

A. Members assigned to 24 hour shifts shall be paid all accumulated sick leave not to exceed one thousand two hundred (1200) hours of accumulated leave at the time of separation from the Kingsville Fire Department at the member's regular rate of pay.

Sick leave hours sold under buy back procedures plus sick leave separation pay shall not exceed one thousand two hundred (1200) hours for members assigned to 24 hour shifts.

B. Members assigned to 40 hour work weeks shall be paid all accumulated sick leave not to exceed eight hundred (800) hours of accumulated sick leave at the time of separation at the regular rate of pay. Sick leave hours sold under buy back procedures plus sick leave separation pay shall not exceed eight hundred (800) hours for members assigned to a 40 hour work week.

ARTICLE 28 SPECIAL LEAVES

SECTION 1 BEREAVEMENT LEAVE

In the event of death in the immediate family of a member of the bargaining unit who is otherwise assigned to duty, the member shall be granted time off with pay as follows:

A. Members working a 24 hour shift shall be granted one shift off following the death. However, if the death occurs when the member is on duty, he/she shall receive the rest of the shift off in addition to the one shift being granted off.

B. Member(s) working a 40-hour workweek shall be granted 3 consecutive calendar days off of bereavement leave following the death of a family member as defined below.

The immediate family shall be defined as the member's mother, father, legal spouse, child, brother, sister, grandmother, grandfather, mother-in-law, father-in-law, grandchildren, or person physically residing with the member.

ARTICLE 29 MISCELLANEOUS PROVISIONS

SECTION 1 EYEGLOSS REPLACEMENT

The City agrees to reimburse members of the bargaining unit for prescription eyeglasses broken or damaged during the course of employment up to \$200 for the repair or replacement of frames and lenses. Members may select more expensive eyeglasses by paying the additional cost.

SECTION 2 COPY OF AGREEMENT

The City shall provide every duty station and every member of the bargaining unit with a copy of this Agreement and one (1) copy of all of their benefits of employment with the City.

SECTION 3 DIRECT DEPOSIT

The City shall maintain a direct deposit system with banks and credit associations for payroll checks during the term of this contract, provided the financial institute permits such direct deposit.

SECTION 4 RESIDENCY

All members of the bargaining unit shall reside within a 45 mile radius of the City of Kingsville unless granted exception by the Fire Chief.

SECTION 5 CERTIFICATION MAINTENANCE

All members of the bargaining unit shall maintain Fire Department required certifications for their rank and assignment. All members hired without an EMT-Paramedic certification are required to maintain their existing level of EMT certification. Bargaining unit members that were hired with an EMT-Paramedic certification or have attained paramedic certification during the course of their employment with the City must maintain that certification. Members that have been promoted above the rank of firefighter must maintain their existing and acquired certifications. Both the City and the Association recognize the need

for fire suppression and emergency medical training and the need for continuing education to maintain standards and certifications.

SECTION 6 SAFETY

The City and the Association agree that Fire Protection and Emergency Medical Services are the primary purpose of the Fire Department. In order to guarantee such protection and service to the community, the City and the Association agree to provide a proper level of safety for the members, and maintain a safe working environment.

SECTION 7 APPOINTMENT OF AN ASSISTANT FIRE CHIEF

The Fire Chief may at his sole discretion appoint from the staff of the Department an Assistant Fire Chief. A firefighter appointed to the position of Assistant Fire Chief must have been employed by the Department for at least five (5) continuous years and immediately before the appointment hold the rank of Lieutenant or above. The appointed firefighter shall serve at the pleasure of the Chief and may be demoted to previously held civil service rank without cause.

ARTICLE 30 INSURANCE

SECTION 1 HEALTH INSURANCE

For the duration of this Agreement, the City shall provide to all members of the bargaining unit with the same hospitalization/health insurance policy as provided to all other employees of the City. The City shall make such policy available to eligible dependents of all members in the same manner and for the same employee contribution as all other City employees.

SECTION 2 LIFE INSURANCE

For the duration of this Agreement, the City shall provide all members of the bargaining unit covered by this Agreement the same life insurance policy as provided to all other City employees.

SECTION 3 RETIREES

Members of the bargaining unit, who retire on and after the effective date of this Agreement, are entitled to continue health insurance coverage for themselves and their covered family members. The retiree may continue the health insurance coverage until he/she reaches Medicare eligibility (65). However, covered family members may receive continued coverage in accordance with the Omnibus Budget Reconciliation Act (COBRA) of 1985.

Member upon retirement may continue health coverage by paying one-half the cost of the monthly premium; the City will pay the difference. Retiree may also continue the family coverage by paying the total cost of the monthly premium for the COBRA duration period.

Members that elect to have such coverage shall submit such payments to the Collection's Division. Payments must be submitted by the 1st regular working day of each month. If payments are not submitted

by the mentioned date, coverage shall be discontinued. Payment of insurance premiums for all retirees shall be subject to change at the insurance renewal periods approved by the City Commission.

ARTICLE 31 MUSCULAR DYSTROPHY FUND-RAISER (MDA)

SECTION 1 ANNUAL EVENT

The members of the bargaining unit, while on duty, may conduct the annual Muscular Dystrophy fundraiser, "Fill the Boot", at a time scheduled and approved by the Fire Chief.

SECTION 2 SCHEDULE

The "Fill the Boot" fund-raiser will be scheduled annually on three (3) work shifts. Should any shift scheduled on a day to collect for "Fill the Boot" get canceled due to inclement weather or any other type of unforeseen emergency, another date shall be scheduled.

SECTION 3 RESPONSE TO SERVICE CALLS

During the fund-raiser, the on duty shift will respond to fire alarms from their assigned locations without delay.

SECTION 4 ASSOCIATION RESPONSIBILITY

The Kingsville Professional Fire Fighters Association will be responsible for handling arrangements needed to conduct such a fund-raiser and for securing all money collected for any and all Muscular Dystrophy events.

ARTICLE 32 WAGES

Wages for ~~Fiscal Year 2024-2025 and Fiscal Year 2025-2026~~ Fiscal Years 2026-2027, Fiscal Year 2027-2028 and Fiscal Year 2028-2029 shall be paid as set forth in Appendix A.

ARTICLE 33 EDUCATION AND CERTIFICATION PAY

SECTION 1 EDUCATION

Members of the bargaining unit shall receive Educational Incentive Pay for the following:

Associate Degree	\$ 50.00 per month
Bachelor's Degree	\$100.00 per month
Master's Degree	\$200.00 per month

Individual degrees must be obtained from an accredited college or university.

Members of the bargaining unit shall receive pay for only one degree not all three.

A college degree is not required as a condition of employment, and if the employee earns any of the above college degrees, then the Educational Incentive Pay, as described above, will apply.

SECTION 2 CERTIFICATION

Any member of the bargaining unit obtaining any of the certifications listed in the current agreement under "Certification Pay" shall be eligible to receive this type of pay immediately after providing the certificate to the Fire Chief. Failure to present the certificate will release the City of any obligation of any back pay for certification. See Appendix "B".

Members shall receive certification incentive pay based upon the Schedule listed in Appendix B. When multiple levels exist for a particular certification or degree, a member shall receive payment only for the highest level certification or degree possessed.

ARTICLE 34 LONGEVITY**SECTION 1 RATES**

Longevity will be paid at the following rates of five dollars and fifty cents (~~\$5.50~~) per month for each year of service in the department not to exceed twenty-five (25) years of service. ~~for FY 2024-2025 and six dollars (\$6.00) for FY 2025-2026.~~

\$6.00 – Fiscal Year 2026-2027

\$8.00 – Fiscal Year 2027-2028

\$9.00 – Fiscal Year 2028-2029

SECTION 2 ARTICLE PROVISION

The parties recognize and agree that the provisions of this Article take precedence over Section 141.032 of the Texas Local Government Code.

ARTICLE 35 NON-WAIVER

Should either party to this Agreement provide any service or benefit in excess of any of the requirements of this Agreement or otherwise, such provision shall not be deemed to be a waiver of any of the terms or obligations recited in this Agreement.

ARTICLE 36 MAINTENANCE OF STANDARDS

All economic benefits, privileges and working conditions enjoyed by the members of the bargaining unit which are properly and lawfully in effect in the Department as to matters subject to mandatory bargaining under TLGC Chapter 174, as of the effective date of this Agreement, shall remain unchanged for the duration of this agreement.

ARTICLE 37 DECLARATION OF THE FULL AND FINAL SCOPE OF AGREEMENT

The parties agree that each has had full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the province of collective bargaining. This Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as specified in this Agreement. It is understood and agreed that the contract may be amended by mutual consent of

the parties to this Agreement. In the event that any provision of this Agreement conflicts or is inconsistent with any provisions of the Local Government Code of Texas, this Agreement shall prevail notwithstanding any such provision of those statutes.

ARTICLE 38 SAVINGS CLAUSE

If a court of competent jurisdiction should find any article or section of this Agreement invalid, unlawful, or unenforceable, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

APPENDIX A – WAGE SCHEDULE

YEAR 1 -- FY 24/25		YEAR 1 -- FY 24/25		YEAR 1 -- FY 24/25		YEAR 2 -- FY 25/26	
Firefighter							
17.75	1	2	3			4	
	Hire = 0 to 12 months	1 to 4 years = 12 to 48 months	4 to 7 years = 48 to 84 months			7+ years = 84+ months	
\$	51,000.00	\$	53,040.00	\$	55,161.60	\$	57,368.06
\$	17.51	\$	18.21	\$	18.94	\$	19.70

Engineer							
	1	2	3			4	
	0 to 12 months from date of Promotion	1 to 4 years = 12 to 48 months	4 to 7 years = 48 to 84 months			7+ years = 84+ months	
\$	57,120.00	\$	59,404.80	\$	61,780.99	\$	64,252.23
\$	19.62	\$	20.40	\$	21.22	\$	22.06

Lieutenant							
	1	2	3			4	
	0 to 12 months from date of Promotion	1 to 4 years = 12 to 48 months	4 to 7 years = 48 to 84 months			7+ years = 84+ months	
\$	62,832.00	\$	65,345.28	\$	67,959.09	\$	70,677.45
\$	21.58	\$	22.44	\$	23.34	\$	24.27

Captain							
	1	2	3			4	
	0 to 12 months from date of Promotion	1 to 4 years = 12 to 48 months	4 to 7 years = 48 to 84 months			7+ years = 84+ months	
\$	69,115.20	\$	71,879.81	\$	74,755.00	\$	77,745.20
\$	23.73	\$	24.68	\$	25.67	\$	26.70

Fire Marshal							
	1	2	3			4	
	0 to 12 months from date of Promotion	1 to 4 years = 12 to 48 months	4 to 7 years = 48 to 84 months			7+ years = 84+ months	
\$	69,115.20	\$	71,879.81	\$	74,755.00	\$	77,745.20
\$	33.23	\$	34.56	\$	35.94	\$	37.38
Fire Marshal Assignment				\$ 1,700 annually			
* Note: Conversion method for Captain from 2912 hrs to 2080 hrs annually applied.							

**Promoted employees, for the duration of this agreement, shall proceed to the Step at _____ the promoted rank which causes employee to receive a wage increase.

Appendix A - Year 1 - Fiscal Year 2026/2027

Year 1 = 3%

FIREFIGHTER	2	3	4	5
	1 to 4 years = 12 to 48 months	4 to 7 years = 48 to 84 months	7 years to 10 years	10+ years
YEAR 1 = FY 26/27				
Year 1	\$ 18.76	\$ 19.51	\$ 20.29	\$ 21.10
Annual Average	\$ 54,629.12	\$ 56,813.12	\$ 59,084.48	\$ 61,443.20

ENGINEER	1	2	3	4	5
	0 to 12 months from date of Promotion	1 to 4 years = 12 to 48 months	4 to 7 years = 48 to 84 months	7 years to 10 years	10+ years
Year 1	\$ 20.21	\$ 21.01	\$ 21.86	\$ 22.72	\$ 23.63
Annual Average	\$ 58,851.52	\$ 61,181.12	\$ 63,656.32	\$ 66,160.64	\$ 68,810.56

LIEUTENANT	1	2	3	4	5
	0 to 12 months from date of Promotion	1 to 4 years = 12 to 48 months	4 to 7 years = 48 to 84 months	7 years to 10 years	10+ years
Year 1	\$ 22.23	\$ 23.11	\$ 24.04	\$ 25.00	\$ 26.00
Annual Average	\$ 64,733.76	\$ 67,296.32	\$ 70,004.48	\$ 72,800.00	\$ 75,712.00

CAPTAIN	1	2	3	4	5
	0 to 12 months from date of Promotion	1 to 4 years = 12 to 48 months	4 to 7 years = 48 to 84 months	7 years to 10 years	10+ years
Year 1	\$ 24.44	\$ 25.42	\$ 26.44	\$ 27.50	\$ 28.60
Annual Average	\$ 71,169.28	\$ 74,023.04	\$ 76,993.28	\$ 80,080.00	\$ 83,283.20

FIRE MARSHAL	1	2	3	4	5
	0 to 12 months from date of Promotion	1 to 4 years = 12 to 48 months	4 to 7 years = 48 to 84 months	7 years to 10 years	10+ years
Year 1	\$ 34.23	\$ 35.59	\$ 37.02	\$ 38.50	\$ 40.04
Annual Average	\$ 71,198.40	\$ 74,027.20	\$ 77,001.60	\$ 80,080.00	\$ 83,283.20
Fire Marshal Assignment	\$ 1,700 annually				
Assistant Fire Chief Assignment	\$ 12,000 annually				
* Note: Conversion method for Captain from 2912 hrs to 2080 hrs annually applied.					

**Promoted employees, for the duration of this agreement, shall proceed to the Step at the promoted rank which causes employee to receive a wage increase.

Appendix A - Year 2 - Fiscal Year 2027/2028

Year 2 = 2.5%

FIREFIGHTER	2		3		4		5	
	1 to 4 years = 12 to 48 months		4 to 7 years = 48 to 84 months		7 years to 10 years		10+ years	
Year 2	\$	19.23	\$	20.00	\$	20.80	\$	21.63
Annual Average	\$	55,997.76	\$	58,240.00	\$	60,569.60	\$	62,986.56

ENGINEER	1	2	3	4	5
		1 to 4 years =	4 to 7 years =		
	0 to 12 months from date of Promotion	12 to 48 months	48 to 84 months	7 years to 10 years	10+ years
Year 2	\$ 20.71	\$ 21.54	\$ 22.40	\$ 23.29	\$ 24.22
Annual Average	\$ 60,307.52	\$ 62,724.48	\$ 65,228.80	\$ 67,820.48	\$ 70,528.64

LIEUTENANT	1	2	3	4	5
		1 to 4 years =	4 to 7 years =		
	0 to 12 months from date of Promotion	12 to 48 months	48 to 84 months	7 years to 10 years	10+ years
Year 2	\$ 22.78	\$ 23.69	\$ 24.64	\$ 25.62	\$ 26.65
Annual Average	\$ 66,335.36	\$ 68,985.28	\$ 71,751.68	\$ 74,605.44	\$ 77,604.80

CAPTAIN	1	2	3	4	5
		1 to 4 years =	4 to 7 years =		
	0 to 12 months from	12 to 48	48 to 84	7 years to 10	
	date of Promotion	months	months	years	10+ years
Year 2	\$ 25.05	\$ 26.06	\$ 27.10	\$ 28.19	\$ 29.32
Annual Average	\$ 72,945.60	\$ 75,886.72	\$ 78,915.20	\$ 82,089.28	\$ 85,379.84

FIRE MARSHAL	1	2	3	4	5
		1 to 4 years =	4 to 7 years =		
0 to 12 months from date of Promotion		12 to 48 months	48 to 84 months	7 years to 10 years	10+ years
Year 2 \$	35.08	\$ 36.49	\$ 37.94	\$ 39.46	\$ 41.04
Annual Average \$	72,966.40	\$ 75,899.20	\$ 78,915.20	\$ 82,076.80	\$ 85,363.20

Fire Marshal Assignment \$ 1,700 annually
 Assistant Fire Chief Assignment \$ 12,000 annually

* Note: Conversion method for Captain from 2912 hrs to 2080 hrs annually applied.

**Promoted employees, for the duration of this agreement, shall proceed to the Step at the promoted rank which causes employee to receive a wage increase.

Appendix A - Year 3 - Fiscal Year 2028/2029

Year 3 = 3%

FIREFIGHTER	1	2	3	4	5
	0 to 12 months	1 to 4 years = 12 to 48 months	4 to 7 years = 48 to 84 months	7 years to 10 years	10+ years
Year 3	\$ 19.80	\$ 20.60	\$ 21.42	\$ 22.28	
Annual Average	\$ 57,657.60	\$ 59,987.20	\$ 62,375.04	\$ 64,879.36	

ENGINEER	1	2	3	4	5
	0 to 12 months from date of Promotion	1 to 4 years = 12 to 48 months	4 to 7 years = 48 to 84 months	7 years to 10 years	10+ years
Year 3	\$ 21.34	\$ 22.18	\$ 23.08	\$ 23.99	\$ 24.95
Annual Average	\$ 62,142.08	\$ 64,588.16	\$ 67,208.96	\$ 69,858.88	\$ 72,654.40

LIEUTENANT	1	2	3	4	5
	0 to 12 months from date of Promotion	1 to 4 years = 12 to 48 months	4 to 7 years = 48 to 84 months	7 years to 10 years	10+ years
Year 3	\$ 23.47	\$ 24.40	\$ 25.38	\$ 26.39	\$ 27.45
Annual Average	\$ 68,344.64	\$ 71,052.80	\$ 73,906.56	\$ 76,847.68	\$ 79,934.40

CAPTAIN	1	2	3	4	5
	0 to 12 months from date of Promotion	1 to 4 years = 12 to 48 months	4 to 7 years = 48 to 84 months	7 years to 10 years	10+ years
Year 3	\$ 25.80	\$ 26.84	\$ 27.91	\$ 29.03	\$ 30.20
Annual Average	\$ 75,129.60	\$ 78,158.08	\$ 81,273.92	\$ 84,535.36	\$ 87,942.40

FIRE MARSHAL	1	2	3	4	5
	0 to 12 months from date of Promotion	1 to 4 years = 12 to 48 months	4 to 7 years = 48 to 84 months	7 years to 10 years	10+ years
Year 3	\$ 36.14	\$ 37.58	\$ 39.08	\$ 40.65	\$ 42.27
Annual Average	\$ 75,171.20	\$ 78,158.08	\$ 81,286.40	\$ 84,552.00	\$ 87,921.60

Fire Marshal Assignment \$ 1,700 annually

Assistant Fire Chief Assignment \$ 12,000 annually

* Note: Conversion method for Captain from 2912 hrs to 2080 hrs annually applied.

**Promoted employees, for the duration of this agreement, shall proceed to the Step at the promoted rank which causes employee to receive a wage increase.

*Notes: Payroll system rounding may change cent(s) +/-

FY 2024-2025 and FY 2025-2026 wages are effective the first day of the first full pay period.

If City Commission authorizes a higher COLA across-the-board for Year 2 then the Fire Association shall receive the higher of the City Commission authorized or the stated Year 2 percentage indicated above.

1. **RANGE FD - 2**

At the end of the probation, the employee shall advance to the first step in this range; advancement through this range will be based on time in-grade as defined by the schedule.

2. **RANGE FD - 3**

Upon promotion to Driver, the employee will be placed at this range; advancement through this range will be based on time in-grade as defined by the schedule.

3. **RANGE FD - 4**

Upon promotion to Lieutenant, the employee will be placed at this range; advancement through this range will be based on time in-grade as defined by the schedule.

4. **RANGE FD - 5**

Upon promotion to Captain, the employee will be placed at this range; advancement through this range will be based on time in-grade as defined by the schedule.

APPENDIX B - CERTIFICATION PAY INCENTIVES

Civil service uniformed personnel shall receive the following monthly pay for certification:

CERTIFICATION	MONTHLY PAY
Intermediate Firefighter	\$ 30.00
Advanced Firefighter	\$ 40.00
Master Firefighter	\$ 50.00
Fire Inspector	\$ 35.00
Fire Instructor (1) and (2) Intermediate	\$ 25.00
Fire Instructor (3) Master	\$ 35.00
Fire Officer I	\$ 25.00
Fire Officer 2	\$ 35.00
Arson Investigator (Basic or Intermediate)	\$ 50.00
Driver/Operator	\$ 25.00
Aerial Driver	\$ 10.00
Fire Investigator	\$ 30.00
Plans Examiner	\$ 25.00
EMS Instructor	\$ 25.00
EMT Intermediate (Firefighter)	\$ 100.00
EMT Intermediate (Engineer, Lieutenant, Captain)	\$ 50.00
EMT – Paramedic (Firefighter)	\$ 425.00 \$500
EMT- Paramedic (Engineer, Lieutenant, Captain)	\$ 250.00

NOTE: When multiple levels exist for a particular certificate, an employee shall receive payment only for the highest-level certificate possessed.

AGENDA ITEM #9

AGENDA ITEM #10

AGENDA ITEM #11