

City of Kingsville, Texas

AGENDA

CITY COMMISSION

MONDAY, AUGUST 10, 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.

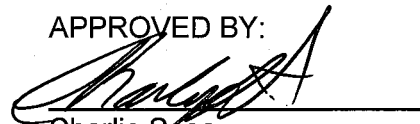
OPEN MEETING

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

4:00 P.M.-WORKSHOP:

Discussion on proposed Fiscal Year 26-27 Budget and funds for the City of Kingsville. (City Manager).

APPROVED BY:


Charlie Sosa
City Manager

MINUTES OF PREVIOUS MEETING(S)

None.

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

None.

III. Reports from Commission & Staff.²

"At this time, the City Commission and Staff will report/update on all committee assignments which may include but is not limited to the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board, 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being discussed separately unless requested by a Commission Member in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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)

None.

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

1. Discuss and consider approving a resolution authorizing the Mayor to execute an Agreement for a Local On-System Improvements Project with the Texas Department of Transportation relating to South 6th Street storm water improvements. (City Engineer).
2. Discuss and consider approving a resolution authorizing the City Manager to execute Change Order No. 1 for the construction contract with D & M Underground Corp. for the GLO CDBG-MIT Contract 22-085-009-D237 Project 1: E. Santa Gertrudis St. (near Fairview) stormwater improvements project. (City Engineer).
3. Discuss and consider approving a resolution authorizing the City Manager to execute Change Order #2 to the construction contract with Mor-Wil LLC for the GLO CDBG-MIT Contract 22-085-009-D237 Project 3: E. Caesar Ave. storm water improvements. (City Engineer).
4. Discuss and consider approving a resolution authorizing the City Manager to execute Change Order #3 to the Construction Contract with Mor-Wil LLC for the GLO CDBG-MIT Contract 22-085-009-D237 Project 5: E. Caesar Ave. Storm Water Improvements Project. (City Engineer).
5. Discuss and consider approving a resolution authorizing the City Manager to execute Change Order #4 for the Construction Contract with Grace Paving and Construction, Inc. for the GLO CDBG-MIT Contract 22-085-099-D237 Project 14: Santa Gertrudis Ave. Storm Water Improvements Project. (Santa Monica/Santa Barbara). (City Engineer).

6. Discuss and consider the introduction of an ordinance amending the Fiscal Year 2025-2026 Budget to appropriate additional funding for Health Department chemicals. (Health Director).
7. Discuss and consider approving a resolution authorizing the City Manager to execute an Information Document Request with the IRS and designating employees authorized to work with the IRS on behalf of the City of Kingsville. (Finance Director).
8. Workshop: Discussion on proposed Fiscal Year 26-27 Budget and funds for the City of Kingsville. (City Manager).

VII. Adjournment.

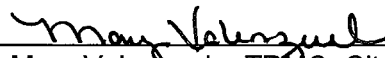
1. No person's comments shall exceed 5 minutes. Cannot be extended by Commission.
2. No person's comments shall exceed 5 minutes without permission of majority of Commission.
3. Comments are limited to 3 minutes per person. May be extended or permitted at other times in the meeting only with 5 affirmative 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:

August 4, 2026, at 9:30 A.M. and remained so posted continuously for at least three business days proceeding the scheduled time of said meeting.


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

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

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

REGULAR AGENDA

AGENDA ITEM #1

TO:

CC:

FROM:

DATE:

SUBJECT: Consider Approving Entering into an Agreement with the Texas Department of Transportation (TxDOT) for Approval to Construct General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Contract No. 22-085-009-D237 Project 7 – S. 6th Street Storm Water Improvements.

Purpose:

Consider approving entering into an agreement with the Texas Department of Transportation (TxDOT) for the General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Contract No. 22-085-009-D237.

GLO SW Project 7 is located within TxDOT right-of-way. As a result, TxDOT has requested the execution of a Local On-System Improvement Agreement (LOSA) between their agency and the City of Kingsville. The LOSA is a non-negotiable, standard TxDOT agreement for municipal improvements projects within TxDOT's right-of-way. There is no cost associated with entering into this agreement.

Background:

As part of the GLO CDBG-MIT grant, Project 7 – S. 6th St. Storm Water Improvements is a critical component of the city's infrastructure upgrades. This project includes installation of box culverts, junction boxes, storm inlets, and related appurtenances along S. 6th St. (BU 77) from Loop 428 to Santa Gertrudis Creek.

Financial Impact:

There is no cost associated with entering the LOSA agreement.

Recommendation:

Staff recommends approving entering into the LOSA agreement, as requested by TxDOT, to receive TxDOT approval to construct CDBG-MIT GLO Contract No. 22-085-009-D237 – Project 7 (S. 6th St. Storm Water Improvements) within TxDOT right-of-way.

Attachments:

- TxDOT Local On-System Improvement Project Agreement (LOSA)
- Attachment A (Location Map)
- Attachment B (Budget)
- Attachment C (Resolution)

RESOLUTION # 2021- 84

A RESOLUTION OF THE CITY COMMISSION OF KINGSVILLE, TEXAS, DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT-MITIGATION PROGRAM (CDBG-MIT) GENERAL LAND OFFICE (GLO) STATE CONTRACT NUMBER 22-085-009-D237.

WHEREAS, the City of Kingsville has applied for and received a Community Development Block Grant-Mitigation (CDBG-MIT) award to provide Flood & Drainage Improvements; and

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents requesting funds from the Texas General Land Office; and

WHEREAS, an original signed copy of the CDBG-MIT Depository/Authorized Signatories Designation Form is to be submitted with a copy of this Resolution; and

WHEREAS, the City of Kingsville acknowledges that in the event that an authorized signatory of the City changes (elections, illness, resignations, etc.) the following will be required:

- a resolution stating the new authorized signatory (A new resolution is not required if this original resolution names only the title and not the name of the signatory); and
- a revised CDBG-MIT *Depository/ Authorized Signatories Designation Form*.

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

SECTION 1: The Mayor and City Manager are authorized to execute contractual documents between the Texas General Land Office and the City for the Community Development Block Grant Mitigation Program.

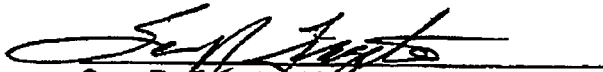
SECTION 2: The Mayor, City Manager, City Engineer, and Finance Director be authorized to execute the *State of Texas Purchase Voucher* and *Request for Payment Form* documents required for requesting funds approved in the Community Development Block Grant Mitigation Program.

SECTION 3: The Mayor be authorized to execute environmental review and related documents as the responsible entity (RE) for the Community Development Block Grant Mitigation Program.

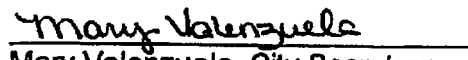
SECTION 4: This Resolution shall be and become effective on or after adoption.

SECTION 5: All resolutions or parts of resolutions in conflict with this resolution are repealed to the extent of such conflict only.

PASSED AND APPROVED by a majority vote of the City Commission the 13th day of December, 2021.


Sam R. Fugate, Mayor

ATTEST:


Mary Valenzuela, City Secretary

APPROVED AS TO FORM


Courtney Alvarez, City Attorney

RESOLUTION #2023- LeLe

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN ARCHEOLOGICAL SERVICES AGREEMENT BETWEEN CITY OF KINGSVILLE, TEXAS AND JOHNSON, MIRMIAN AND THOMPSON, INC. FOR TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM-MITIGATION CONTRACT #22-085-009-D237; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville applied for and was awarded a Texas General Land Office (GLO)-Community Development Block Grant Program-Mitigation (CDBG-MIT) Contract #22-085-009-D237 for S. 6th Street Storm Water Improvements (Project #7);

WHEREAS, the project requires professional archeological services, so a Request for Proposal (RFP) was prepared and the process for Archeological Services has been completed in accordance with the CDBG-MIT and GLO requirements;

WHEREAS, the proposals received by the due date of Tuesday, October 31, 2023, have been reviewed and evaluated to determine the most qualified and responsive provider for this service; f

WHEREAS, after complying with the State's solicitation process and scoring requests for proposals for archeological services, the City awarded the RFP for archeological services to Johnson, Mirmiran and Thompson, Inc.;

WHEREAS, the City and Johnson, Mirmiran and Thompson, Inc. worked to prepare a contract for Archeological Services for S. 6th Street Storm Water Improvements (Project #7) and the parties have both agreed to the terms of the proposed contract.

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

I.

THAT the Mayor is authorized and directed as an act of the City of Kingsville, Texas to enter and execute an Archeological Services Agreement between the City of Kingsville, Texas and Johnson, Mirmiran and Thompson, Inc. for grant archeological services for S. 6th Street Storm Water Improvements in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

PASSED AND APPROVED by a majority vote of the City Commission on the
13th day of November, 2023.


Sam R. Fugate, Mayor

ATTEST:


Mary Valenzuela, City Secretary

APPROVED AS TO FORM:


Courtney Alvarez, City Attorney

Archeological Services

PART I AGREEMENT

THIS AGREEMENT, entered into the 13th day of November, 2023, by and between the City of Kingsville hereinafter called the "City", acting herein by Sam R. Fugate, Mayor hereunto duly authorized, and Johnson, Mirmiran and Thompson, Inc. hereinafter called "the Contractor", acting herein by Kristi Flagg, PE/Senior Vice President in compliance with General Land Office professional services procurement procedures and applicable state procurement law.

WITNESSETH THAT:

WHEREAS, the City of Kingsville desires to complete the following: archeological services necessary for the environmental clearance of the City of Kingsville Community Development Block Grant – Mitigation (hereinafter called "CDBG-MIT") Program administered by the General Land Office (hereinafter called "GLO"); and Whereas the City desires to engage a professional service provider to furnish the City with archeological services, Contract Number 22-085-009-D237.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services- The Contractor will perform the services set out in Part II, Scope of Services.
2. Time of Performance - The services of the Contractor shall commence upon the signing of the contract. In any event, all of the services required and performed hereunder shall be completed no later than 120 days from Notice to Proceed.
3. Local Program Liaison - For purposes of this Contract, the Community Development Director or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
4. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$ 13,695.00 . Payment to the Contractor shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.
5. Indemnification – The Contractor shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against any and all claims, costs, suits, and damages, including attorneys' fees, arising out of the Contractor's performance or nonperformance of the activities, services or subject matter called for in this agreement or in connection with the management and administration of the CDBG-MIT contract, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
6. Miscellaneous Provisions
 - a. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in the County of Kleberg, Texas.

- b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

7. Extent of Agreement

This Agreement, which includes Parts I-IV, and attachments A-E represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City and Contractor.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY:


(Owner)

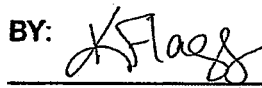
Sam R. Fugate

(Printed Name)

Mayor

(Title)

BY:


(Contractor's Authorized Representative)

Kristi Flagg, PE

(Printed Name)

Senior Vice President

(Title)

PART II

SCOPE OF SERVICES

The Contractor shall provide the following scope of services:

An archaeological survey is required along the proposed drainage improvements beginning at the northeast corner of Cecil Avenue & 6th Street, ending at the 6th Street crossing of Santa Gertrudis Creek, defined as GPS endpoint 27.484886, -97.867561. The area to be surveyed is to a point measuring ≈1,318 feet from the GPS endpoint to Cecil Avenue.

The following scope of services describes Contractor's approach to the Phase I cultural resource survey of the proposed area of potential effect (APE) in City of Kingsville, Kleberg County, Texas. All work will be conducted in accordance with current specifications for conducting fieldwork and preparing cultural resource reports issued by the Texas Historical Commission (THC), which serves as the State Historic Preservation Office (SHPO) for Texas.

Pre-Field Tasks: Upon award of the contract, CONTRACTOR will conduct a number of pre-field tasks. First, because the project area is owned by the City of Kingsville, which is a political subdivision of the state of Texas, CONTRACTOR will need to prepare an application for a Texas Antiquities Permit to be submitted to THC. The second task will be to conduct an 811 call to have all buried utilities within the survey area identified and marked to avoid the possibility of disturbing any utilities through excavations.

The final pre-field task will be a review of data on file with THC, historic mapping, and other pertinent historic documents for context development and the identification of the locations of potential historic resources within the project area. The results of this work will be summarized in the report of findings completed for this project.

Field Research: The field investigation will consist of an intensive survey of the proposed area following standard archaeological methods (i.e., pedestrian and shovel test survey), and will be performed according to the Archeological Survey Standards for Texas set forth by the THC. This requires pedestrian survey of the property on transects spaced no more than 30 m, supplemented by the excavation of screened shovel tests in areas with the potential for buried archaeological sites or that have limited surface visibility due to vegetation or other ground cover. The entire project area will be subjected to pedestrian survey and any areas of exposed ground will be visually inspected for evidence of archaeological materials and cultural soil horizons. Areas of relatively flat terrain will be tested for subsurface archaeological materials through the excavation of screened shovel tests measuring 30 x 30 cm. All archaeological sites discovered within the APE and all historic standing structures within the direct APE will be recorded following current THC specifications. It is CONTRACTOR's understanding that consideration of historic resources does not need to extend into an indirect, or visual, APE in this instance. All safety protocols defined for the project through CONTRACTOR's company safety protocol and OSHA safety standards will be met with all fieldwork.

Report and Collection Preparation: The results of the background research and field investigations will be documented in a detailed written report. Per the THC guidelines, the report will conform to the Guidelines for Cultural Resource Management Reports issued by the Council of Texas Archeologist, as well as for any other reviewing agencies. The report will describe all cultural resources located during the investigation and make recommendations for their treatment in relation to potential impacts. In addition, site survey forms will be prepared for each

archaeological site recorded with this data submitted to the proper agency. The draft report will first be submitted to the client for review and CONTRACTOR will make any requested revisions. Following client review, and as per THC guidelines, CONTRACTOR will submit a copy of the report to THC and any other pertinent parties for their official review. Once all official review is completed, CONTRACTOR will make any necessary revisions to the report requested by the reviewing parties and provide the client with a copy of the final report. Per THC guidelines, CONTRACTOR will also provide THC one unbound, printed copy of the final report, a completed abstract form submitted via their online system, two copies of the tagged PDF report on CD (one with site location information and one without), and verification that any artifacts recovered, and records produced during the investigation are curated at a suitable repository. Eleven printed copies will also be furnished to university-based libraries and archaeological research facilities around the state, per the THC guidelines for permitted projects (i.e., those projects for which it was necessary to acquire a Texas Antiquities Permit). Also, per the requirements of the Texas Antiquities Permit, any collections (documents, photographs, and artifacts) produced as a result of the cultural resource investigations will be prepared for permanent curation at an appropriate curation facility according to the curation guidelines of that facility.

Note: This scope also covers any and all necessary research, permit coordination and submittal, pre-field preparation, field investigation, interim and draft reporting, agency review and comment response, curation/final report production associated with meeting all federal, state, and local requirements and codes that is not mentioned above for the preparation of the initial report.

PART III

PAYMENT SCHEDULE

The City shall reimburse (Contractor) for archeological services provided for completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone / Task	% of Contract Fee
• Completion of project outlined in Part II scope	100%
Total	100%

NOTE: Percentages of payment listed here are guidelines based on management services typically provided. The payment schedule should be tied directly to the actual Scope of Work identified in Part II - Scope of Services. Localities may also opt to reimburse Professional Services Contracts on an hourly basis.

PART IV

TERMS AND CONDITIONS

1. **Termination for Cause.** If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the City, be turned over to the City and become the property of the City. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of contract by the Contractor, and the City may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.

2. **Termination for Convenience of the City.**
The City may at any time and for any reason terminate Contractor's services and work at the City's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by the City. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against the City for any additional compensation or damages in the event of such termination and payment.

3. **Changes.** The City may, from time to time, request changes in the services the Contractor will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. **Resolution of Program Non-Compliance and Disallowed Costs.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or CDBG-MIT program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to

negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.

- a. The Contractor represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- b. All of the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Assignability. The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; Provided, however, that claims for money by the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

7. Reports and Information. The Contractor, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. Records and Audits. The Contractor shall insure that the City maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The City shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

1. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this contract are confidential and the Contractor agrees that they

shall not be made available to any individual or organization without the prior written approval of the City.

2. **Copyright.** No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
3. **Compliance with Local Laws.** The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
4. **Conflicts of interest.**
 - a. **Governing Body.** No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the CDBG-MIT award between GLO and the City shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
 - b. **Other Local Public Officials.** No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the CDBG-MIT award between GLO and the City shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
 - c. **Contractor and Employees.** The Contractor warrants and represents that it has no conflict of interest associated with the CDBG-MIT award between GLO and the City or this Agreement. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the CDBG-MIT award between GLO and the City or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.
5. **Debarment and Suspension (Executive Orders 12549 and 12689).** The Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Federal Compliance.

14. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over \$10,000).

During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
16. Section 109 of the Housing and Community Development Act of 1974. The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
17. Section 504 Rehabilitation Act of 1973, as amended. The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
18. Age Discrimination Act of 1975. The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to \$100,000)
The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of

a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts. g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

21. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Contractors.

a. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

b. Affirmative steps must include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

22. Patent Rights and Inventions -The Contractor shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).

Rights to Inventions Made Under a Contract or Agreement - If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. (2 CFR 200 Appendix II (f), Rights to Inventions).

23. Energy Efficiency - The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

24. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office, and the City, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the CDBG-MIT award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City's CDBG-MIT contract with GLO.

25. Retention of Records - The Contractor shall retain all required records for three years after the City makes its final payment and all pending matters are closed.

26. Verification No Boycott Israel -As required by Chapter 2271, Government Code, the Contractor hereby verifies that it does not boycott Israel and will not boycott Israel through

the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

27. Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, the Contractor represents and certifies that, at the time of execution of this Agreement neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code

RESOLUTION NO. 2026-_____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR A LOCAL ON-SYSTEM IMPROVEMENT PROJECT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION RELATING TO SOUTH 6TH STREET STORM WATER IMPROVEMENTS.

WHEREAS, the Texas Department of Transportation (TXDOT) is responsible for the design, construction, and operation of a system of highways in cooperation with local governments;

WHEREAS, the City of Kingsville (City) has received funding from the General Land Office Community Development Block Grant Mitigation program via Contract No. 22-085-009-D237 for Project 7: S. 6th Street Storm Water Improvements;

WHEREAS, the storm water drainage improvements are a critical component of the City's infrastructure upgrades and the improvements are located within the TXDOT right-of-way, thereby necessitating the need to execute this Local On-System Improvement Agreement (LOSA) between the City and TXDOT;

WHEREAS, the LOSA is a non-negotiable, standard TXDOT agreement for municipal improvement projects within TXDOT's right-of-way;

WHEREAS, the City's project includes installation of box culvers, junction boxes, storm inlets, and related appurtenances along S. 6th Street (BU77) from Loop 428 to the Santa Gertrudis Creek;

WHEREAS, the City Commission of Kingsville must pass a resolution authorizing the City to enter into the Local On-System Improvement Agreement with the Texas Department of Transportation in order to perform the proposed the General Land Office Community Development Block Grant Mitigation program Contract No. 22-085-009-D237 for Project 7: S. 6th Street Storm Water Improvements.

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

I.

THAT the City Commission authorizes the Mayor to execute the Local On-System Improvement Agreement with the Texas Department of Transportation for the General Land Office Community Development Block Grant Mitigation program Contract No. 22-085-009-D237 for Project 7: S. 6th Street Storm Water

Improvements which are needed in the TXDOT R.O.W. due to certain highway improvements to occur along S. 6th Street (BU77) from Loop 428 to the Santa Gertrudis Creek, as per the agreement attached hereto.

II.

THAT the Mayor, or his designee, is hereby authorized and directed to act on the City's behalf in all matters pertaining to this contract.

III.

THAT this Resolution shall become effective upon adoption.

PASSED AND APPROVED by a majority vote of the City Commission on the 10th day of August, 2026.

Sam R. Fugate
Mayor

ATTEST:

Mary Valenzuela
City Secretary

APPROVED AS TO FORM:

Courtney Alvarez
City Attorney

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Code Chart 64 #	
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STATE OF TEXAS §

COUNTY OF KLEBERG §

AGREEMENT For A LOCAL ON-SYSTEM IMPROVEMENT PROJECT

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and the **City of Kingsville**, acting by and through its duly authorized officials, called the "Local Government." The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number {Enter MO #}, authorizing the State to accept Local Government funded projects performed on the state highway system. The project covered by this Agreement includes only work within the state right of way as described in the Agreement, Article 2, Scope of Work (Project); and,

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated {Enter Date of Resolution}, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C) for the improvement covered by this Agreement. A map showing the Project location appears in Attachment A, Project Location Map (Attachment A), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the completed Project is accepted by the State or unless terminated as provided below.

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2. Scope of Work

The Project consists of **removal and replacement of reinforced concrete box, reinforced concrete pipe, storm inlets, junction boxes, and related appurtenances on BU 77 from Loop 428 to the outfall at Santa Gertrudis Creek. All improvements run parallel with BU 77 along the east side of the road.**

3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in Attachment B, Local On-System Improvement Project Budget (Attachment B), which is attached to and made a part of this Agreement. The estimated funds from the Local Government are shown in Attachment B. The State will pay for no Project costs performed by or managed by Local Government under this Agreement.
- B. Attachment B shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property (right of way); (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other Project costs.
- C. The Local Government shall be solely responsible for all of its costs associated with the Project provided for in this Agreement. The Local Government shall be responsible for cost overruns for the Project in excess of the estimated amount to be paid by the Local Government on Attachment B. The Local Government shall also be responsible for direct and indirect costs incurred by the State related to performance of this project if so indicated on Attachment B. If the State determines that the on-system improvements are of significant operational benefit to the State, the State may waive its direct or indirect costs. The State's waiver of its direct or indirect costs shall be indicated on Attachment B by showing the State as responsible for these costs. When the Local Government is responsible for the State's direct or indirect costs, the amount indicated on Attachment B is a fixed fee and not subject to adjustment except through the execution of an amendment to this Agreement.
- D. Prior to the performance of any engineering review work by the State, the Local Government shall pay to the State the amount of direct and indirect State costs specified in Attachment B.
- E. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Financial Management Division. The funds shall be deposited and managed by the State and are not refundable.
- F. The Local Government will begin construction on the Project within **{Choose an item}** after execution of the Agreement.
- G. The Local Government will complete construction and receive the State's acceptance of the project within **{Choose an item}** after the date the State authorizes in writing for the Local Government to commence construction of the Project.

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H. If the Local Government chooses not to or fails to complete the work once construction on the Project commences, the State may terminate this Agreement in accordance with paragraph 4.C. below. The State may address unfinished construction work as it determines necessary to protect the interests of the State, which includes returning the Project area to its original condition or completing the work using State forces or contractors. The Local Government shall pay all costs incurred by the State under this provision.

4. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by the State, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The State terminates the Agreement in writing due to the Local Government's failure to comply with paragraphs 3.F or 3.G; or
- C. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party.

5. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment. Amendments may not include the addition of State or Federal funds. If any funds other than Local Government funds are proposed, this Agreement must be terminated and a new agreement with appropriate terms and clauses executed in its place.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Architectural and Engineering Services

The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. The Project design shall, at a minimum conform to applicable State manuals.

The State shall review the plans, specifications, and estimates provided by the Local Government upon completion or at any time deemed necessary by the State. Should the State determine that the complete plans, specifications, and estimates for the Project are not acceptable, the Local Government shall correct the design documents to the State's satisfaction. Should additional specifications or data be required by the State, the Local Government shall redesign the plans and specifications to the State's satisfaction. The costs for additional work on the plans, specifications, and estimates shall be borne by the Local Government.

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8. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The Local Government is responsible for:

- A. The identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for development of all required environmental documents and obtaining all required permits and approvals.
- D. The preparation of documents required for the environmental clearance of the Project.

Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances and approvals have been obtained.

9. Right of Way and Real Property

The Local Government shall acquire all required right of way and necessary right of entry for performance of the Project in accordance with applicable requirements of the Texas Department of Transportation Right of Way Manual, State law, and Federal law governing the acquisition of real property including but not limited to Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C.A. Section 4601 et seq. Right of way acquired for improvements to the state highway system shall be acquired in the name of the State. Local Government shall provide right of entry to State personnel and its authorized representatives to areas off the state highway system throughout the duration of the Project for the State to perform inspection and oversight of the Project.

10. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities for the Project in accordance with applicable State and Federal laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures.

11. Compliance with Texas Accessibility Standards and ADA

Local Government shall ensure that the plans for and the construction of the Project are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

12. Construction Responsibilities

- A. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements,

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amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Project plans and specifications for improvements on the state highway system must be approved by the State prior to advertising for construction. Upon selection of a contractor and prior to commencing construction within the state highway system right of way, the Local Government shall request and obtain written authorization to commence construction of the Project from the State. The Local Government will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the construction is accomplished in accordance with the approved plans and specifications. All construction change orders impacting the proposed improvements, traffic control, environmental mitigation, or drainage on the state highway system require written pre-approval by the State prior to execution by the Local Government.

- B. Upon completion of the Project, the Local Government will issue and sign a "Notification of Completion" acknowledging the Project's construction completion. A copy will be provided to the State prior to State's final acceptance of the improvements.
- C. Prior to the State's acceptance of the improvements on the state highway system, Local Government shall furnish to the State written certification from a Texas Registered Professional Engineer that the Project was constructed in substantial compliance with the Project's plans, specifications, and quality assurance requirements.

13. Project Maintenance

After Local Government completion of the work and acceptance by the State, the State will be responsible for maintenance of the improvements within the state highway system right of way outside the boundaries of an incorporated city. This obligation may be fulfilled through other agreements signed by the State.

14. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government	State
Position <i>City Manager</i>	Director of Contract Services
Local Government Name <i>City of Kingsville</i>	Texas Department of Transportation
Street Address <i>400 W. King Ave.</i>	125 E. 11 th Street
City, State Zip <i>Kingsville, TX 78363</i>	Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

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15. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. Ownership of Documents

Upon completion or termination of this Agreement, copies of all documents and data prepared under this Agreement by the Local Government for improvements within the state highway system right of way shall be provided to the State prior to State acceptance of the Project without restriction or limitation on their further use. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any Project information required by the State in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

20. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred and engineering inspection and testing services performed under this Agreement and shall make such materials available to the State and the Local Government or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

21. Insurance

Before beginning work on the state highway system, the Local Government and its contractor performing the work shall provide the State with a fully executed copy of the State's Form 1560

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Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on state right of way. Self-insurance documentation acceptable to the State may be substituted for all or part of the coverage's required for the Local Government. This coverage shall be maintained until all work on the state right of way is complete. If coverage is not maintained, all work on state right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

22. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with all applicable Federal and State nondiscrimination statutes and authorities.

23. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature
Kenneth Stewart

Typed or Printed Name
Director of Contract Services

Typed or Printed Title

Date

Signature
Sam R. Fugate

Typed or Printed Name
Mayor, City of Kingsville

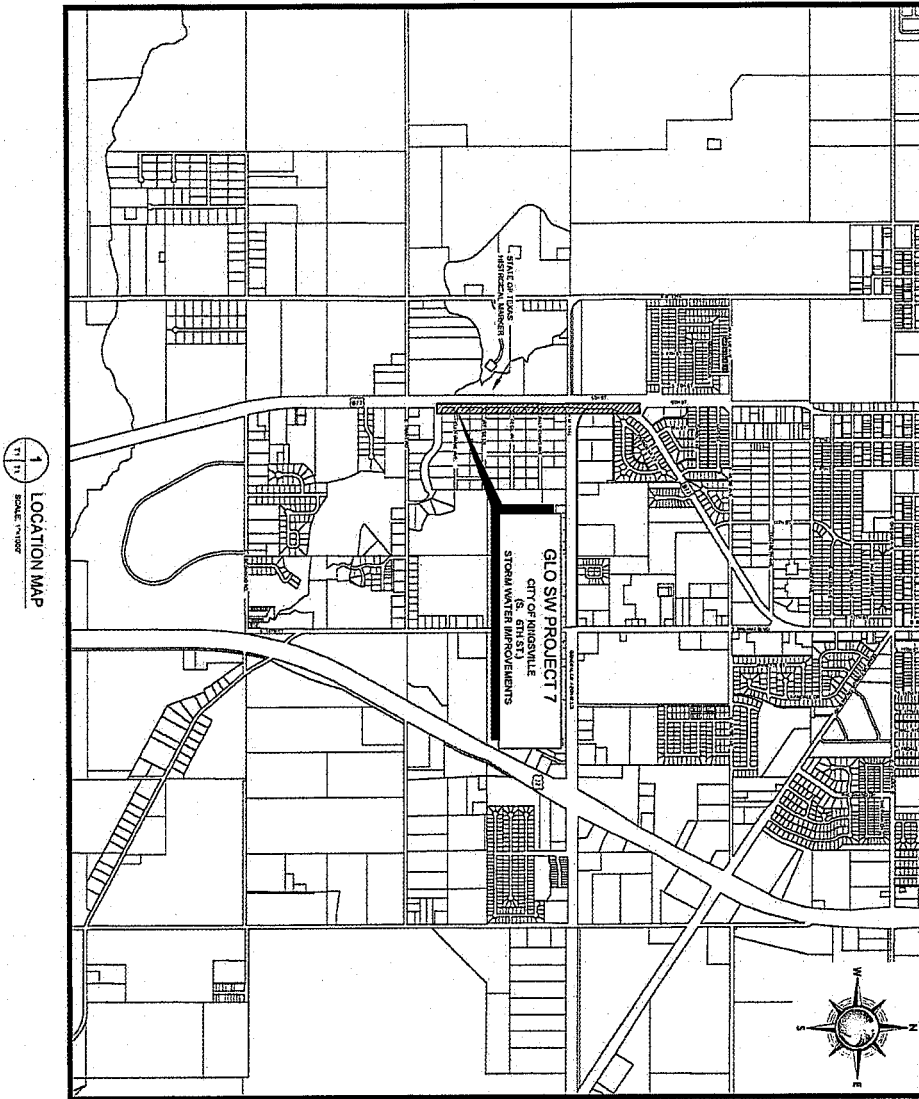
Typed or Printed Title

Date

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District #	
Code Chart 64 #	
Project Name	SW Project 7 (BU 77)

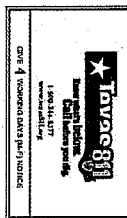
**ATTACHMENT A
PROJECT LOCATION MAP**

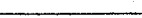
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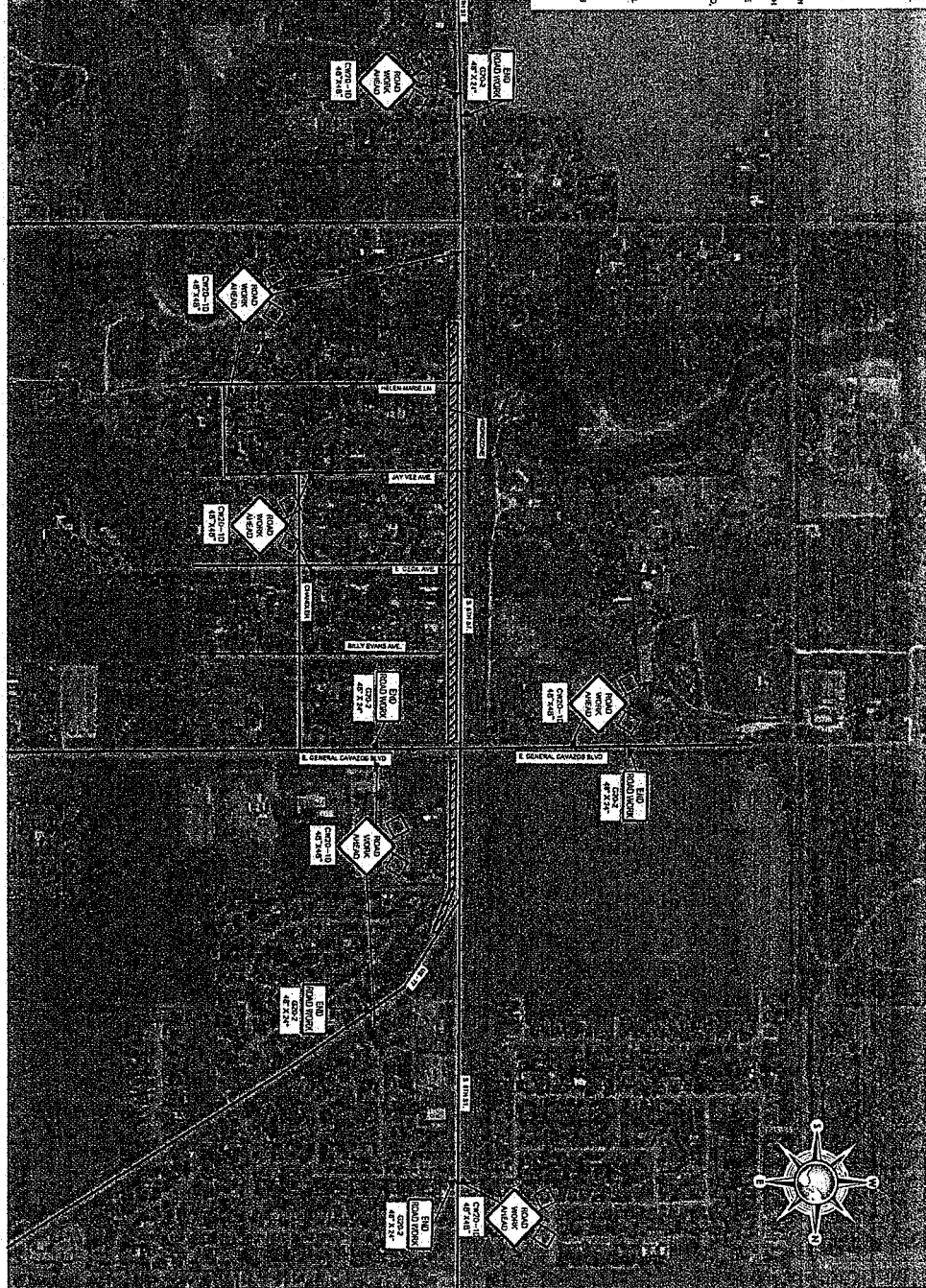


CITY OF KINGSVILLE

MAJOR	STAY FLORIDE
MAJOR PROJECT	HECTOR RINCOOSA
CITY COMMISSIONER	EDNA LOPEZ
CITY COMMISSIONER	NORIELA NEIDA ALVAREZ
CITY COMMISSIONER	ANIL BIANE TORRES
CITY MANAGER	MARY MCCLAUDIN
CITY ENGINEER	RUSTULO RUIZ NORIA, JR., P.E., C.E.



REVISION NO.		DATE	BY	DESCRIPTION	REVISION NO.	DATE	BY	DESCRIPTION
CITY OF KINGSVILLE GLO SW PROJECT 7 (S. 6TH ST.) STORM WATER IMPROVEMENTS KINGSVILLE, KLEBERG COUNTY, TEXAS								
TITLE SHEET								
SHEET 1 of 40 T1 DRAWING NO.					THIS DOCUMENT IS RELEASED FOR REVIEW PURPOSE OF REVIEW UNDER THE AUTHORITY OF AM. CARBON DESIGN 4.1 10/27 04 10/28/23 IT IS NOT TO BE USED FOR ANY OTHER PURPOSE.			
PROJECT NO. 2107-218					CONSULTING'S SHEET			



REVISION NO.		DATE		BY		DESCRIPTION						REVISION NO.		DATE		BY		DESCRIPTION																	
CITY OF KINGSVILLE GLO SW PROJECT 7 (S. 6TH ST.) STORM WATER IMPROVEMENTS KINGSVILLE, KLEBERG COUNTY, TEXAS																				 CITY OF Kingsville TEXAS				 ICE INTERNATIONAL CONSULTING & ENGINEERS PHONE: 281.575.8100 FAX: 281.575.8104 281 GARDENIA BLVD., CORPUS CHRISTI, TX 78411 I.C.E. FIRM REGISTRATION #F-10037				 STATE OF TEXAS JULIO A. MACIAS 143643 Professional Engineer 1/1/2015				PROJECT NO. 21001-019 DRAWING NO. C29 SHEET 30 of 58			
ADVANCE WARNING PLAN																																			

CSJ #	
District #	
Code Chart 64 #	
Project Name	SW Project 7 CDBG-HIT (BU 77)

ATTACHMENT B
LOCAL ON-SYSTEM IMPROVEMENT PROJECT BUDGET
(Locally Funded and Performed Project)

The Local Government is responsible for 100% of the costs allocated to it as described below, including overruns.

Description	Estimated Costs	Subtotals
PROJECT PHASES: Work performed by the Local Government or its Consultant or Contractor		
Environmental	\$ 13,695.00	
Right of Way	\$	
Engineering	\$ 360,000.00	
Utility Work	\$	
Construction	\$ 3,838,942.00	
Subtotal for Project Phases		\$ 4,212,637
DIRECT STATE COSTS:	Paid By: ☐ Local Government ☐ State	
Environmental	\$	
Right of Way	\$	
Engineering	\$	
Utility Work	\$	
Construction	\$	
Subtotal for Direct State Costs		\$
INDIRECT STATE COSTS:	Paid By: ☐ Local Government ☐ State	
Subtotal for Indirect State Costs		\$
TOTAL ESTIMATED COST OF PROJECT		\$

\$	Fixed price amount of payment by the Local Government to the State for the State's direct and indirect costs as stated in Article 3, C and D of the Agreement.
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CSJ #	
District #	
Code Chart 64 #	
Project Name	SLW Project 7 (BL77)

ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

{Insert Local Government Resolution, Ordinance, or Commissioners Court Order}

AGENDA ITEM #2

TO:

CC:

FROM:

DATE:

SUBJECT: Consider Approving Change Order No. 1 Bid No. 25-20 for the General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Contract No. 22-085-009-D237 Project 1 – E. St Gertrudis Drainage Improvements

Purpose:

Consider approving Change Order No. 1 (CO-1) for the General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Contract No. 22-085-009-D237. CO-1 is to increase the contract amount by \$6,950.00

This change order addresses field changes due to project conditions that were discovered during construction. A concrete junction box was discovered and must be removed for proper drainage system outfall. The line-item removal of existing curb inlet was reduced from the construction contract and a 36" RCP tie-in is required for connection to existing curb inlet.

Summary:

GLO Change Order No. 1 – Construction Cost

<u>Description</u>	<u>Financial Impact</u>
RCP Tie-in and removal of exist. junction box	\$6,950

Background:

As part of the GLO CDBG-MIT Hurricane Harvey State Mitigation Competition grant. Project 1 – E. St Gertrudis Drainage Improvements is a critical component of the city's infrastructure upgrades. This project includes the installation of box culverts along E. Santa Gertrudis St. from

Fairview Dr. to existing ditch adjacent to Connell Villa resident homes, junction boxes, and related appurtenances.

Financial Impact:

The cost of CO-1 is \$6,950.00 (Fund 122) which is grant funded.

Recommendation:

Staff recommends approving Change Order No. 1 for CDBG-MIT GLO Contract No. 22-085-009-D237 – Project 1 (E. St Gertrudis Drainage Improvements) in the amount of \$6,950.00

Attachments:

- Project 1 GLO Change Order No. 1
- Engineer's recommendation

July 23, 2026

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

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

Dear Mr. Cardenas,

This memorandum is in reference to ICE's recommendation to Change Order 1, an increase in the amount of **\$6,950.00**. This change order addresses field changes due to conditions discovered during construction.

After conducting multiple field inspections, ICE has determined removal and replacement of an existing curb inlet is not required. New 36" reinforced concrete pipe (RCP) will tie-in to the existing inlet, in lieu of full removal and replacement.

Additionally, a previously unknown concrete junction box was discovered during excavation that must be removed prior to installation of the proposed 4'x3' reinforced concrete box.

Previous stormwater bid tabulations were utilized for the new item cost verification. The jump in price difference between the 36" RCP tie-in and 24" RCP tie-in is due to the larger pipe size and inflation from the year 2024 to now (2026). ICE has deemed the cost for items CO1-1 and CO1-2 reasonable and justifiable at this point in time.

This Change Order 1 will increase the original contract amount of \$510,426.00 by approximately **1.36%**, which falls within the 25% allowance per the GLO contract. The adjusted contract amount with this change order will be \$517,376.00.

Therefore, it is ICE's recommendation to approve Change Order 1. 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 martin@icengineers.net

Sincerely,



Martin M. Medrano, P.E.
Project Engineer

RESOLUTION #2026-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO.1 FOR THE CONSTRUCTION CONTRACT WITH D & M UNDERGROUND CORP. FOR THE GLO CDBG-MIT CONTRACT 22-085-009-D237 PROJECT 1: E. SANTA GERTRUDIS STREET (NEAR FAIRVIEW) STORM WATER IMPROVEMENTS PROJECT; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville (City) intends to make some storm water improvements through a General Land Office (GLO) Community Development Block Grant (CDBG) -Mitigation (MIT) program via Contract No. 22-085-009-D237 for Project 1: E. Santa Gertrudis Street (near Fairview) Storm Water Improvements and went out for bids via BID #25.20 which was advertised in the newspaper on August 14 & 21, 2025 and on the City's website;

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

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

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

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

WHEREAS, the City and Vendor worked to prepare a construction contract for GLO CDBG-MIT Contract No. 22-085-009-D237 for Project 1: E. Santa Gertrudis Street (near Fairview) Storm Water Improvements for \$510,426.00 and a contract time of 160 calendar days which was approved by the City Commission via Resolution #2026-23 on February 23, 2026 for a total amount of \$510,426.00 and a contract time of 160 calendar days;

WHEREAS, the proposed Change Order No.1 is necessary to address field changes due to project conditions that were discovered during construction, including a concrete junction box that was discovered and must be removed for proper drainage system outfall. Also, the line-item removal of existing curb inlet was reduced from the construction contract and a 36" RCP tie-in is required for

connection to existing curb inlet, which results in an additional cost of \$6,950.00 and no additional days;

WHEREAS, staff is recommending the City Commission approve Change Order #1 for the construction contract with Vendor as presented for a new total amount of \$517,376.00 and the same contract time of 160 calendar days;

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

I.

THAT the City Commission approves and the City Manager is authorized and directed as an act of the City of Kingsville, Texas to execute Change Order No.1 for the Construction Contract between the City of Kingsville, Texas and D & M Underground Corp. for General Land Office (GLO) Community Development Block Grant (CDBG) -Mitigation (MIT) program via Contract No. 22-085-009-D237 for Project 1: E. Santa Gertrudis Street (near Fairview) Storm Water Improvements Project as per staff recommendation and in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

PASSED AND APPROVED by a majority vote of the City Commission on the
____ 10th day of _____ August _____, 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: 22-085-009-D237	Date: 7/23/2026
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	D&M Underground Corp. 1917 Flour Buff Dr. Corpus Christi, TX 78418 361-960-0707
Project #: 1	Bid Package #: 1	Change Order #: 1
Contract Origination Date: 2/23/2026	Project Description: Storm Water Improvements	

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
A15	REMOVE EXIST. CURB INLET, \$1,350/EA, -1 EA	1,350	
C01-1	36"Ø RCP TIE-IN, \$4,500/EA, +1 EA		4,500
C01-2	REMOVE EXIST CONCRETE JUNCTION BOX, \$3,800/EA, +1 EA		3,800

See sheet 2 to add additional entries

Change in Construction Contract Price

Original Contract Price:	510,426.00
Cumulative Previous Change Order(s) Total:	0.00
Contract Price Prior to this Change Order:	510,426.00
Net Increase/Decrease of this Change Order:	6,950

Change in Contract Time (Calendar Days)

Original Contract Time in Days:	160
Net Change from Previous Change Order(s) in Days	0
Contract Time Prior to this Change Order in Days	160
Net Increase/Decrease of this Change Order in Days:	0



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

Contract Price with All Approved Change Orders:	517,376.00
Cumulative Percent Change in Contract Price (+/-)	1.36%
Construction Contract Start Date:	3/16/2026

Contract Time with All Approved Change Orders in Days:	160
Subrecipient Contract End Date:	1/31/2027
Construction Contract End Date:	8/23/2026

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	Martin M. Medrano, P.E., Project Engineer	Diego Estrada, 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:

Junction box discovered during construction needs to be removed (CO 1-2). Tie-in to existing curb inlet in lieu of replacing inlet (CO1-1)

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.

City of Kingsville GLO SW Project 7 (GLO Contract No. 22-085-009-D237) Bid Tabulation
 Bid Opening Date and Location: June 11, 2026 - City Hall
 400 W. King Ave., Kingsville, TX 78363

BID TABULATION

City of Kingsville
Project Name: GLO SW Project 13 (W Johnston Ave) Storm Water Improvements (CDRG-MIT GLO CONTRACT NO. 23-085-009-0237)

Number: BID #24-22
Date: September 17, 2024

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID:							
A1	1	L.S.	Asphaltizer/Binder/Inertness	\$23,280.00	\$23,280.00	\$23,000.00	\$23,000.00
A2	1	L.S.	Traffic Control	\$1,200.00	\$1,200.00	\$1,360.00	\$1,360.00
A3	1	L.S.	SWPPP	\$4,000.00	\$4,000.00	\$7,900.00	\$7,900.00
A4	420	L.F.	Wearing Rebarless	\$29.00	\$12,180.00	\$61.36	\$25,969.20
A5	85	S.Y.	Remove Existing HMA I.C.	\$5.00	\$425.00	\$169.41	\$14,399.85
A6	39	S.Y.	Remove Existing Guard Driveway	\$4.00	\$156.00	\$199.64	\$7,786.76
A7	29	S.Y.	Remove Existing Concrete Driveway	\$7.00	\$203.00	\$199.64	\$5,789.16
A8	1	S.Y.	Remove Existing Concrete Shoulder	\$20.00	\$20.00	\$307.41	\$307.41
A9	1	S.Y.	Remove Existing Tree	\$10.00	\$10.00	\$170.00	\$170.00
A10	49	S.Y.	Remove Existing Concrete Valley Curb	\$1,670.00	\$81,830.00	\$1,250.00	\$61,250.00
A11	39	S.Y.	Remove Existing Curb and Gutter	\$7.00	\$273.00	\$438.45	\$17,099.55
A12	1	EA	Remove Existing Telephone Pedestal	\$1,400.00	\$1,400.00	\$2,500.00	\$2,500.00
A13	1	EA	Remove Existing Telephone Pedestal	\$1,400.00	\$1,400.00	\$3,120.00	\$3,120.00
A14	1	EA	Remove Existing Street Sign	\$1,510.00	\$1,510.00	\$3,120.00	\$3,120.00
A15	1	EA	Remove Existing Street Sign	\$2,300.00	\$2,300.00	\$3,120.00	\$3,120.00
A16	37	L.F.	Remove Existing 1" PCP	\$4.00	\$148.00	\$93.2	\$3,449.24
A17	45	S.Y.	Remove Existing Concrete Curb and Gutter	\$27.00	\$1,215.00	\$250.00	\$11,250.00
A18	45	S.Y.	Remove Existing Concrete Driveway	\$33.00	\$1,485.00	\$250.00	\$11,250.00
A19	2	S.Y.	Remove Existing Concrete Shoulder	\$110.00	\$220.00	\$280.00	\$560.00
A20	46	L.F.	Rebarless 1" PCP	\$10.00	\$460.00	\$1,250.00	\$57,500.00
A21	2	EA	Rebarless Telephone Pedestal	\$23,000.00	\$46,000.00	\$6,300.00	\$12,600.00
A22	9	EA	Rebarless Street Sign	\$6,700.00	\$60,300.00	\$1,200.00	\$10,800.00
A23	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A24	6	EA	Rebarless Telephone Sign	\$4,775.00	\$28,650.00	\$2,570.00	\$15,420.00
A25	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A26	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A27	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A28	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A29	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A30	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A31	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A32	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A33	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A34	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A35	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A36	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A37	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A38	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A39	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A40	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A41	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A42	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A43	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A44	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A45	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A46	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A47	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A48	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A49	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A50	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A51	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A52	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A53	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A54	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A55	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A56	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A57	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A58	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A59	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A60	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A61	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A62	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A63	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A64	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A65	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A66	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A67	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A68	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A69	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A70	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A71	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A72	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A73	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A74	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A75	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A76	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A77	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A78	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A79	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A80	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A81	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A82	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A83	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A84	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A85	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A86	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A87	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A88	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A89	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A90	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A91	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A92	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A93	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A94	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A95	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A96	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A97	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A98	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A99	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
A100	1	EA	Rebarless Telephone Sign	\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00
TOTAL BASE BID							
				\$1,400.00	\$1,400.00	\$1,700.00	\$1,700.00

AGENDA ITEM #3

TO:

CC:

FROM:

DATE:

SUBJECT: Consider Approving Change Order No. 2 Bid No. 25-11 for the General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Contract No. 22-085-009-D237 Project 3 – E. Cesar Ditch Drainage Improvements

Purpose:

Consider approving Change Order No. 2 (CO-2) for the General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Contract No. 22-085-009-D237. CO-2 is to increase the contract time by **60 calendar days**.

This change order addresses unforeseen issues during construction, including delayed material delivery and uncooperative weather conditions. The adjusted completion date was August 11th, 2026 and is now October 10th, 2026.

Summary:

GLO Change Order No. 2 – Construction Cost and Contract Time

<u>Description</u>	<u>Calendar Days</u>
Time extension Mor-Wil, LLC contract	60

Background:

As part of the GLO CDBG-MIT Hurricane Harvey State Mitigation Competition grant. Project 3 – E. Cesar Ditch Drainage Improvements is a critical component of the city's infrastructure upgrades. This project includes the installation of 10' X 6' reinforced concrete boxes, post inlets, hot mix asphalt pavement, and all related appurtenances.

Financial Impact:

There is no cost to CO-2

Recommendation:

Staff recommends approving Change Order No. 2 for CDBG-MIT GLO Contract No. 22-085-009-D237 – Project 3 (E. Cesar Ditch Drainage Improvements) for the increase of 60 calendar days.

Attachments:

- Project 3 GLO Change Order No. 2
- Engineer's recommendation

July 22, 2026

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

Re: CDBG-MIT GLO Contract No. 22-085-009-D237 Project 3, (City of Kingsville Bid No. 25-11) – ICE CO 2 Recommendation

Dear Mr. Cardenas,

This memorandum is in reference to ICE's recommendation for Change Order #2.

This Change Order increases construction contract time by an additional 60 days.

There is no cost associated with this Change Order #2. The construction contract end date will be extended from the previous date of August 11, 2026 to October 10, 2026.

Therefore, it is ICE's recommendation to approve Change Order #2. 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 martin@icengineers.net

Sincerely,



Martin M. Medrano, P.E.
Project Engineer

RESOLUTION #2026-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER #2 TO THE CONSTRUCTION CONTRACT WITH MOR-WIL LLC FOR THE GLO CDBG-MIT CONTRACT 22-085-009-D237 PROJECT 3: E. CAESAR AVE. STORM WATER IMPROVEMENTS; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville (City) intends to make some storm water improvements through a General Land Office (GLO) Community Development Block Grant (CDBG) -Mitigation (MIT) Program via Contract #22-085-009-D237 Project 3: E. Caesar Ave. Storm Water Improvements (from 18th St. to 240 ft. east of 24th St.) and went out for bids via Bid #25-11 which was advertised on February 13th & 20th, 2025;

WHEREAS, the two bids were received by the March 18, 2025 deadline that were responsive to Bid #25-11 and after reviewing the bid submittals staff and the outside engineer (ICE) recommended the bid be awarded to the low bidder, which was Mor-Wil LLC, from Mission, Texas (Vendor);

WHEREAS, the City awarded Bid#25-11 to Vendor at a Commission meeting on April 14, 2025 for a total amount of \$7,026,961.60 and 420 consecutive calendar days from the Notice to Proceed;

WHEREAS, the City and Vendor worked to prepare and the City Commission approved, via Resolution #2025-45 on April 28, 2025, a contract for GLO CDBG-MIT Contract No. 22-085-009-D237 Project 3: E. Caesar Ave. Storm Water Improvements for the base bid (\$6,051,030.20) and for alternate no. 1 (\$975,931.40), which together is a total contract amount of \$7,026,961.60 with a total contract time of 420 calendar days;

WHEREAS, unforeseen issues came up during construction that required a bypass pumping system and lab testing procedures for the entirety of the project duration in order to maintain site conditions to allow completion of the project at an additional cost of \$165,000 and an additional 15 calendar days;

WHEREAS, staff recommended and the City Commission approved Change Order #1 to the construction contract with vendor as presented for a new total amount of \$7,191,961.60 with a new contract time of 435 calendar days via Resolution #2026-08 on February 9, 2026;

WHEREAS, unforeseen issues have come up during construction, including delayed material delivery and uncooperative weather conditions that result in no

additional project cost but do result in an additional 60 calendar days of project time;

WHEREAS, staff is recommending the City Commission approve Change Order #2 to the construction contract with vendor as presented for a total amount of \$7,191,961.60 with a new contract time of 495 calendar days;

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

I.

THAT the City Commission of the City of Kingsville, Texas approves and authorizes the City Manager to execute Change Order #2 to the Construction Contract for General Land Office (GLO) Community Development Block Grant (CDBG) -Mitigation (MIT) program via Contract No. 22-085-009-D237 Project 3: E. Caesar Ave. Storm Water Improvements between the City of Kingsville, Texas and Mor-Wil LLC, as per staff recommendation and in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

PASSED AND APPROVED by a majority vote of the City Commission on the
10th day of August, 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: 22-085-009-D237	Date: 7/22/2026
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	Mor-Wil, LLC 808 S. Shary Rd., Suite 5, PMB 274 Mission, TX 78574 956-456-0628
Project #: 3	Bid Package #: 1	Change Order #: 2
Contract Origination Date: 4/28/2025		Project Description: Storm Water Improvements

You are hereby requested to comply with the following changes from the contract plans and specifications.

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Schedule etc.	Decrease in Contract Price	Increase in Contract Price
	ADDITIONAL 60 DAYS TO CONSTRUCTION CONTRACT		

See sheet 2 to add additional entries

Change in Construction Contract Price

Original Contract Price:	7,026,961.60
Cumulative Previous Change Order(s) Total:	165,000.00
Contract Price Prior to this Change Order:	7,191,961.60
Net Increase/Decrease of this Change Order:	0

Change in Contract Time (Calendar Days)

Original Contract Time in Days:	420
Net Change from Previous Change Order(s) in Days	15
Contract Time Prior to this Change Order in Days	435
Net Increase/Decrease of this Change Order in Days:	60



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

Contract Price with All Approved Change Orders: 7,191,961.60

Contract Time with All Approved Change Orders in Days: 495

Cumulative Percent Change in Contract Price (+/-): 2.35%

Subrecipient Contract End Date: 1/31/2027

Construction Contract Start Date: 6/2/2025

Construction Contract End Date: 10/10/2026

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	Martin M. Medrano, P.E., Project Engineer	Albert Garza III, Project Manager
Subrecipient Name and Title (Printed)	Engineer Name and Title (Printed)	Contractor Name and Title (Printed)

Subrecipient Signature	Engineer Signature	Contractor Signature
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Justification for Change Order

1. Will this change order increase or decrease the number of beneficiaries?

☐ Increase ☐ Decrease ☒ No Change

If there is a change, how many beneficiaries will be affected?

Total LMI

2. Effect of this change on the scope of work:

☐ Increase ☐ Decrease ☒ No Change

3. Effect on operation and maintenance costs:

☐ Increase ☐ Decrease ☒ No Change

4. Are all prices in the change order dependent upon unit prices found in the original bid?

☒ Yes ☐ No

If "no", explain:

5. Has the change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?

☐ Yes ☐ No

If "yes", is an environmental assessment required?



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

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- | | | | | |
|--|-------------------------------------|-----|--------------------------|----|
| 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 #4

TO:

CC:

FROM:

DATE:

SUBJECT: Consider Approving Change Order No. 3 Bid No. 25-12 for the General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Contract No. 22-085-009-D237 Project 5 – E. Cesar Ditch Drainage Improvements

Purpose:

Consider approving Change Order No. 3 (CO-3) for the General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Contract No. 22-085-009-D237. CO-3 is to increase the contract time by **60 calendar days**.

This change order addresses unforeseen issues during construction, including delayed material delivery and uncooperative weather conditions. The adjusted completion date was August 11th, 2026 and is now October 10th, 2026.

Summary:

GLO Change Order No. 3 – Construction Cost and Contract Time

Description	Calendar Days
Time extension Mor-Wil, LLC contract	60

Background:

As part of the GLO CDBG-MIT Hurricane Harvey State Mitigation Competition grant. Project 5– E. Cesar Ditch Drainage Improvements is a critical component of the city’s infrastructure upgrades. This project includes the installation of 10’ X 6’ reinforced concrete boxes, curb inlets, hot mix asphalt pavement, and all related appurtenances.

Financial Impact:

There is no cost to CO-3

Recommendation:

Staff recommends approving Change Order No. 3 for CDBG-MIT GLO Contract No. 22-085-009-D237 – Project 5 (E. Cesar Ditch Drainage Improvements) for the increase of 60 calendar days.

Attachments:

- Project 5 GLO Change Order No. 3
- Engineer's recommendation



July 22, 2026

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

Re: CDBG-MIT GLO Contract No. 22-085-009-D237 Project 5, (City of Kingsville Bid No. 25-12) – ICE CO 3 Recommendation

Dear Mr. Cardenas,

This memorandum is in reference to ICE's recommendation for Change Order #3.

This Change Order increases construction contract time by an additional 60 days.

There is no cost associated with this Change Order #3. The construction contract end date will be extended from the previous date of August 11, 2026 to October 10, 2026.

Therefore, it is ICE's recommendation to approve Change Order #3. 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 martin@icengineers.net

Sincerely,

A handwritten signature in black ink, appearing to read "Martin M. Medrano, P.E.", is written over the "Sincerely," text.

Martin M. Medrano, P.E.
Project Engineer

RESOLUTION #2026-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER #3 TO THE CONSTRUCTION CONTRACT WITH MOR-WIL LLC FOR THE GLO CDBG-MIT CONTRACT 22-085-009-D237 PROJECT 5: E. CAESAR AVE. STORM WATER IMPROVEMENTS PROJECT; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville (City) intends to make some storm water improvements through a General Land Office (GLO) Community Development Block Grant (CDBG) -Mitigation (MIT) Program via Contract #22-085-009-D237 Project 5: E. Caesar Ave. Storm Water Improvements (from E. Carlos Truan Blvd. to 18th St.) and went out for bids via Bid #25-12 which was advertised on February 13th & 20th, 2025;

WHEREAS, the two bids were received by the March 18, 2025 deadline that were responsive to Bid #25-12 and after reviewing the bid submittals staff and the outside engineer (ICE) recommended the bid be awarded to the low bidder, which was Mor-Wil LLC, from Mission, Texas (Vendor);

WHEREAS, the City awarded Bid#25-12 to Vendor at a Commission meeting on April 14, 2025 for a total amount of \$3,420,657.39 and 360 consecutive calendar days from the Notice to Proceed;

WHEREAS, the City and Vendor worked to prepare and the City Commission approved, via Resolution #2025-46 on April 28, 2025, a contract for GLO CDBG-MIT Contract No. 22-085-009-D237 Project 5: E. Caesar Ave. Storm Water Improvements for the base bid (\$840,911.65) and for alternates no. 1 (\$205,846.54) & 2 (\$2,373,889.40), which together is a total contract amount of \$3,420,657.39 with a total contract time of 360 calendar days;

WHEREAS, unforeseen issues came up during construction that required a bypass pumping system and lab testing procedures for the entirety of the project duration in order to maintain site conditions to allow completion of the project at an additional cost of \$165,000 and an additional 15 calendar days;

WHEREAS, staff recommended and the City Commission approved Change Order #1 to the construction contract with Vendor for a new total amount of \$3,585,657.39 with a contract time of 375 calendar days, which was approved via Resolution #2026-09 at a City Commission meeting on February 9, 2026;

WHEREAS, unforeseen issues came up during construction and in order to maintain site conditions it was proposed to add an additional 15 calendar days to the contract;

WHEREAS, staff recommended and the City Commission approved Change Order #2 to the construction contract with Vendor via Resolution #2026-58 on May 26, 2026 for a total amount of \$3,585,657.39 with a new contract time of 435 calendar days;

WHEREAS, unforeseen issues have come up during construction, including delayed material delivery and uncooperative weather conditions that result in no additional project cost but do result in an additional 60 calendar days of project time to the contract;

WHEREAS, staff is recommending the City Commission approve Change Order #3 to the construction contract with Vendor as presented for a total amount of \$3,585,657.39 with a new contract time of 495 calendar days;

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

I.

THAT the City Commission of the City of Kingsville, Texas approves and authorizes the City Manager to execute Change Order #3 to the Construction Contract for General Land Office (GLO) Community Development Block Grant (CDBG) -Mitigation (MIT) program via Contract No. 22-085-009-D237 Project 5: E. Caesar Ave. Storm Water Improvements between the City of Kingsville, Texas and Mor-Wil LLC, as per staff recommendation and in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

PASSED AND APPROVED by a majority vote of the City Commission on the
____ 10th day of August _____, 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:	22-085-009-D237	Date:	7/22/2026
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		Mor-Wil, LLC 808 S. Shary Rd., Suite 5, PMB 274 Mission, TX 78574 956-456-0628		
Project #:	5	Bid Package #:	1	Change Order #:	3
Contract Origination Date	4/28/2025	Project Description:	Storm Water Improvements		

You are hereby requested to comply with the following changes from the contract plans and specifications.

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Schedule etc.	Decrease in Contract Price	Increase in Contract Price
	ADDITIONAL 60 DAYS TO CONSTRUCTION CONTRACT		

See sheet 2 to add additional entries

Change in Construction Contract Price

Original Contract Price:	3,420,657.39
Cumulative Previous Change Order(s) Total:	165,000.00
Contract Price Prior to this Change Order:	3,585,657.39
Net Increase/Decrease of this Change Order:	0

Change in Contract Time (Calendar Days)

Original Contract Time in Days:	360
Net Change from Previous Change Order(s) in Days	75
Contract Time Prior to this Change Order in Days	435
Net Increase/Decrease of this Change Order in Days:	60



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

Contract Price with All Approved Change Orders: 3,585,657.39

Contract Time with All Approved Change Orders in Days: 495

Cumulative Percent Change in Contract Price (+/-): 4.82%

Subrecipient Contract End Date: 1/31/2027

Construction Contract Start Date: 6/2/2025

Construction Contract End Date: 10/10/2026

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

	<i>[Signature]</i>	
Subrecipient Signature	Engineer Signature	Contractor Signature

Charlie L. Sosa, City Manager	Martin M. Medrano, P.E., Project Engineer	Albert Garza III, Project Manager
Subrecipient Name and Title (Printed)	Engineer Name and Title (Printed)	Contractor Name and Title (Printed)

Subrecipient Signature	Engineer Signature	Contractor Signature

Justification for Change Order

1. Will this change order increase or decrease the number of beneficiaries? ☐ Increase ☐ Decrease ☒ No Change

If there is a change, how many beneficiaries will be affected?

Total LMI

2. Effect of this change on the scope of work: ☐ Increase ☐ Decrease ☒ No Change

3. Effect on operation and maintenance costs: ☐ Increase ☐ Decrease ☒ No Change

4. Are all prices in the change order dependent upon unit prices found in the original bid? ☒ Yes ☐ No

If "no", explain:

5. Has the change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction? ☐ Yes ☒ No

If "yes", is an environmental assessment required?



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

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- | | | |
|--|---|-----------------------------|
| 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 #5

TO:

CC:

FROM:

DATE:

SUBJECT: Consider Approving Change Order No. 4 Bid No. 25-17 for the General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Contract No. 22-085-009-D237 Project 14 – W. Santa Gertrudis Drainage Improvements

Purpose:

Consider approving Change Order No. 4 (CO-4) for the General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Contract No. 22-085-009-D237. CO-4 is to increase the contract time by **30 calendar days**.

This change order addresses unforeseen issues during construction, including materials and testing equipment delays. The adjusted completion date was August 4th, 2026 and is now September 3rd, 2026.

Summary:

GLO Change Order No. 4 – Construction Cost and Contract Time

<u>Description</u>	<u>Calendar Days</u>
Time extension Grace Paving contract	30

Background:

As part of the GLO CDBG-MIT Hurricane Harvey State Mitigation Competition grant. Project 14 – W. Santa Gertrudis Drainage Improvements is a critical component of the city's infrastructure upgrades. This project includes the installation of additional inlets along Santa Monica St. and Santa Barbara Dr., junction boxes, and related appurtenances.

Financial Impact:

There is no cost to CO-4

Recommendation:

Staff recommends approving Change Order No. 4 for CDBG-MIT GLO Contract No. 22-085-009-D237 – Project 14 (W. Santa Gertrudis Drainage Improvements) for the increase of 30 calendar days.

Attachments:

- Project 14 GLO Change Order No. 4
- Engineer's recommendation

July 23, 2026

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

Re: CDBG-MIT GLO Contract No. 22-085-009-D237 Project 14, (City of Kingsville Bid No. 25-17) – ICE CO 4 Recommendation

Dear Mr. Cardenas,

This memorandum is in reference to ICE's recommendation for Change Order #4.

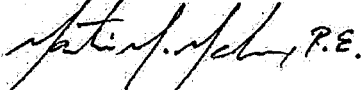
This Change Order increases construction contract time by an additional 30 days due to delays in receiving materials.

There is no cost associated with this Change Order #4. The construction contract end date will be extended from the previous date of August 4, 2026 to September 3, 2026.

Therefore, it is ICE's recommendation to approve Change Order #4. 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 martin@icengineers.net

Sincerely,



Martin M. Medrano, P.E.
Project Engineer



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:	22-085-009-D237	Date:	7/23/2026
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	Grace Paving & Construction, Inc. 4237 Baldwin Blvd. Corpus Christi, Texas 78405-3324 361-883-3232			
Project #:	14	Bid Package #:	1	Change Order #:	4
Contract Origination Date	8/11/2025	Project Description:	Storm Water Improvements		

You are hereby requested to comply with the following changes from the contract plans and specifications.

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Schedule etc.	Decrease in Contract Price	Increase in Contract Price
	ADDITIONAL 30 DAYS ADDED TO CONSTRUCTION CONTRACT		

See sheet 2 to add additional entries

Change in Construction Contract Price

Change in Contract Time (Calendar Days)

Original Contract Price:	1,118,161.96	Original Contract Time in Days:	150
Cumulative Previous Change Order(s) Total:	30,750.00	Net Change from Previous Change Order(s) in Days:	180
Contract Price Prior to this Change Order:	1,148,911.96	Contract Time Prior to this Change Order in Days:	330
Net Increase/Decrease of this Change Order:	0	Net Increase/Decrease of this Change Order in Days:	30

RESOLUTION #2026-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER #4 FOR THE CONSTRUCTION CONTRACT WITH GRACE PAVING AND CONSTRUCTION, INC. FOR THE GLO CDBG-MIT CONTRACT 22-085-009-D237 PROJECT 14: SANTA GERTRUDIS AVE. STORM WATER IMPROVEMENTS PROJECT; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville (City) intends to make some sanitary sewer improvements through a General Land Office (GLO) Community Development Block Grant (CDBG) -Mitigation (MIT) program via Contract No. 22-085-009-D237 Project 14: Santa Gertrudis Ave. Storm Water Improvements Project and went out for bids via BID #25-17 which was advertised on June 12th & 19th, 2025;

WHEREAS, five bids were received by the July 8, 2025 deadline for BID #25-17 and after reviewing the bid submittals staff and the outside engineer (ICE) recommended the bid be awarded to the low bidder, which was Grace Paving and Construction Inc., from Corpus Christi, Texas (vendor);

WHEREAS, the City awarded BID#25-17 to Vendor at a Commission meeting on July 28, 2025 for a total amount of \$1,118,161.96;

WHEREAS, the City and Vendor worked to prepare a contract for GLO CDBG-MIT Contract No. 22-085-009-D237 Project 14: Santa Gertrudis Ave. Storm Water Improvements Project and the parties both agreed to the terms of the proposed contract for a total amount of \$1,118,161.96 with a contract time of 150 calendar days, which was approved by City Commission via Resolution #2025-73 on August 11, 2025;

WHEREAS, there were unforeseen issues during construction, including utility adjustments with a conflict with the 6' x 1' concrete box being constructed causing construction to halt, so it is recommended that 60 additional workdays be added to the contract;

WHEREAS, staff recommended and the City Commission approved Change Order #1 for the construction contract with vendor as presented for a total amount of \$1,118,161.96 with a contract time of 210 calendar days via Resolution #2026-04 at a meeting on January 12, 2026;

WHEREAS, there were unforeseen issues during construction (in Santa Monica/Santa Barbara area), including utility adjustments due to a conflict with a waterline and new fiber optics, causing the utilities to be adjusted and a new curb

to be manufactured, which caused construction delays, so it was recommended that 60 additional workdays and \$30,750.00 be added to the contract;

WHEREAS, staff recommended and the City Commission approved Change Order #2 for the construction contract with vendor as presented for a total amount of \$1,148,911.96 with a contract time of 270 calendar days, which was approved via Resolution #2026-37 at a City Commission meeting on March 23, 2026;

WHEREAS, there have been unforeseen issues during construction (in Santa Monica/Santa Barbara area), including utility adjustments due to a conflict with a waterline and new fiber optics, causing the utilities to be adjusted and a new curb to be manufactured, which caused construction delays, so it is recommended that 60 additional workdays be added to the contract with no change in contract price;

WHEREAS, staff recommended and the City Commission approved Change Order #3 for the construction contract with Vendor as presented for a total amount of \$1,148,911.96 with a contract time of 330 calendar days, which was approved via Resolution #2026-57 on May 26, 2026;

WHEREAS, there have been unforeseen issues during construction including materials and testing equipment delays, so it is recommended that 30 additional workdays be added to the contract with no change in contract price;

WHEREAS, staff is recommending the City Commission approve Change Order #4 for the construction contract with Vendor as presented for a total amount of \$1,148,911.96 with a contract time of 360 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 #4 for the Construction Contract for General Land Office (GLO) Community Development Block Grant (CDBG) -Mitigation (MIT) program via Contract No. 22-085-009-D237 Project 14: Santa Gertrudis Ave. Storm Water Improvements Project between the City of Kingsville, Texas and Grace Paving and Construction, Inc. 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
10th day of August, 2026.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney



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

Contract Price with All Approved Change Orders: 1,148,911.96

Contract Time with All Approved Change Orders in Days: 360

Cumulative Percent Change in Contract Price (+/-): 2.75%

Subrecipient Contract End Date: 1/31/2027

Construction Contract Start Date: 9/8/2025

Construction Contract End Date: 9/3/2026

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

	<i>Martin M. Medrano, P.E.</i>	
Subrecipient Signature	Engineer Signature	Contractor Signature

Charlie L. Sosa, City Manager	Martin M. Medrano, P.E., Project Engineer	Eddie Ortiz, 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:

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 #6

**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners
CC: Charlie Sosa, City Manager
FROM: Emilio Garcia Health Department
DATE: July 20, 2026
SUBJECT: Purchase of Chemicals for Mosquito Spraying

Summary:

This item authorizes approval for the purchase of chemicals for mosquito spraying for the Health Department.

Background:

Due to the rains, we received earlier this year the Health Department used the remaining budgeted funding for chemicals allocated for mosquito spraying.

Financial Impact:

Funds are available through General Fund Budget Amendment from line item 001-5-1030-86000 to 001-5-4400-21400 of which \$5,000.00 will be transferred to cover this expense this fiscal year.

Recommendation:

It is recommended that the city approval for the purchase of chemicals for mosquito spraying for the Health Department.



ORDINANCE NO. 2026-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2025-2026 BUDGET TO APPROPRIATE ADDITIONAL FUNDING FOR HEALTH DEPARTMENT CHEMICALS.

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

I.

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

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#36

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 – General Fund					
<u>Expenditures - 5</u>					
4400	Health	Chemicals	21400	\$5,000	
1030	City Special	Budget Amend Reserve	86000		\$5,000

[To amend the City of Kingsville FY 25-26 budget to appropriate additional funding for Health Department chemicals for mosquito spraying. Funding will come from the General Fund Budget Amendment Reserve account.

II.

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

III.

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

IV.

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

INTRODUCED on this the 10th day of August, 2026.

PASSED AND APPROVED on this the 11th day of August, 2026.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #7



MEMORANDUM

TO: Charlie Sosa, City Manager
FROM: Deborah Balli, Finance Director
DATE: July 31, 2026
SUBJECT: FY 24-25 Audit Report Acceptance

Background:

The City of Kingsville has received an Information Document Request form from the Internal Revenue Service which includes completing a form to provide the names of the individuals who have been authorized to work with the IRS during an examination and who have the authority to sign legal documents on behalf of the City of Kingsville.

The authorization and declaration page has an attestation statement that indicates an authorized employee for the City of Kingsville that is authorized to execute binding agreements with the Internal Revenue Service on behalf of the City of Kingsville for all federal tax returns.

The Finance Department is requesting the following positions to be designated authorized to work with the Internal Revenue Service during the examination – Payroll Specialist, Accounting Manager, Finance Director and City Manager.

The Finance Department is requesting the City Manager to be designated as the authorized employee to execute binding agreements with the Internal Revenue Service on behalf of the City of Kingsville.

Recommendation:

Staff recommends the above designations as stated above.

RESOLUTION #2026-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INFORMATION DOCUMENT REQUEST WITH THE IRS AND DESIGNATING EMPLOYEES AUTHORIZED TO WORK WITH THE IRS ON BEHALF OF THE CITY OF KINGSVILLE; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville received an Information Document Request from the Internal Revenue Service (IRS) which includes completing a form to provide the names of the individuals who have been authorized to work with the IRS during an examination and who have the authority to sign legal documents on behalf of the City of Kingsville;

WHEREAS, it is recommended that the City Manager, Charlie Sosa; the Finance Director, Deborah Balli; the Accounting Manager, Leticia Salinas; and the Payroll Specialist, Norma Cavazos, be authorized to work with the IRS during an examination on behalf of the City of Kingsville;

WHEREAS, it is recommended that the City Manager, Charlie Sosa, be authorized to execute binding agreements with the IRS on behalf of the City of Kingsville;

WHEREAS, it is in the best interest of the City of Kingsville to execute an Information Document Request with the IRS;

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

I.

THAT the City Commission authorizes and directs, as an act of the City of Kingsville, Texas, that the City Manager, Charlie Sosa; the Finance Director, Deborah Balli; the Accounting Manager, Leticia Salinas; and the Payroll Specialist, Norma Cavazos are authorized to work with the IRS during an examination on behalf of the City of Kingsville, in accordance with Exhibit A hereto attached and made a part hereof.

II.

THAT the City Commission authorizes and directs, as an act of the City of Kingsville, Texas, that the City Manager, Charlie Sosa, be authorized to execute binding agreements with the IRS on behalf of the City of Kingsville, in accordance with Exhibit A hereto attached and made a part hereof.

III.

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

IV.

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 10th day of August, 2026.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities Division
31 Hopkins Pl
Baltimore, MD 21201

COPY

Date:
6/2/2026
Taxpayer ID number:

Form:
941
Tax periods:
202303-202312
Person to contact:
Laston Musenga
Employee ID number:

Contact telephone number:
(443)853-5473

Deborah Balli, Director of Finance
City of Kingsville
Po Box 1458
Kingsville Tx 78364-1458

Dear City of Kingsville, C/O Deborah Balli, Director of Finance:

We selected your employment tax return for examination of the tax periods shown above.

What you need to do

Please call me on or before 6/16/2025, I'm available 5 days of the week from 8 AM to 3:00 PM EST at the telephone number shown above.

During our telephone conversation, we'll talk about the items I'll be examining on your return, the types of documentation I'll ask you to provide, the examination process, and any concerns or questions you may have regarding this examination. We'll also set the date, time, and agenda for our first meeting.

Someone can represent you

If you want someone to represent you during any part of this examination, please provide me with a completed Form 2848, Power of Attorney and Declaration of Representative. Alternatively, if you want to give a third party limited authority only to review and receive your confidential tax information, complete Form 8821, Tax Information Authorization. You can give me the form at our first meeting or mail it to me at the address shown above prior to our first appointment. You can get these forms from our office, by visiting www.irs.gov/forms or by calling 800-TAX-FORM (800-829-3676). If you decide you want to have someone represent you after the examination has started, we'll delay further examination activity until you are able to secure representation.

Your rights as a taxpayer

We enclosed Publication 1, Your Rights as a Taxpayer; Notice 609, Privacy Act Notice; and Publication 5146, Employment Tax Returns: Examinations and Appeal Rights. We encourage you to read the Declaration of Taxpayer Rights found in Publication 1. This publication discusses general rules and procedures we follow in examinations. It also explains what happens before, during, and after an examination, and provides additional sources of information.

Thank you for your cooperation, and I look forward to hearing from you by June 16, 2025.

Letter 3851 (Rev. 9-2023)
Catalog Number 38234Y

Sincerely,
L. Musenga

Laston Musenga

Internal Revenue Agent

Federal, State and Local Government

Enclosures:

IDR 01 - Authorization & TDC Language

Publication 1

Notice 609

Publication 5146 – access a copy at

<https://www.irs.gov/pub/irs-pdf/p5146.pdf>

Publication 5295

Form 15314 – Secure Messaging

Form 4564 (May 2023)	Department of the Treasury - Internal Revenue Service Information Document Request	Request number IDR 01												
To (Name of taxpayer) Deborah Balli, Director of Finance City of Kingsville Po Box 1458 Kingsville Tx 78364-1458 EIN (LAST 4):		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="padding: 2px;">Subject Authorization / Taxpayer Digital Communication</td> </tr> <tr> <td style="width: 50%; padding: 2px;">SAIN</td> <td style="width: 50%; padding: 2px;">Submitted to The Director of Finance</td> </tr> <tr> <td colspan="2" style="padding: 2px;">Dates of previous requests (mmddyyyy) Initial Request</td> </tr> </table>	Subject Authorization / Taxpayer Digital Communication		SAIN	Submitted to The Director of Finance	Dates of previous requests (mmddyyyy) Initial Request							
Subject Authorization / Taxpayer Digital Communication														
SAIN	Submitted to The Director of Finance													
Dates of previous requests (mmddyyyy) Initial Request														
Description of documents requested (additional records may be requested as the examination progresses) <u>AUTHORIZATION</u> Attached to this IDR is an Authorization and Declaration Form. Please complete this form by listing authorized individuals. Sign and return by the due date listed below. The form provides the names of the individuals who have been authorized to work with us during this examination and who have the authority to sign legal documents on your behalf. We understand changes to personnel might occur during the examination. If this happens, we can change or update the form and authorization as needed. <u>TAXPAYER DIGITAL COMMUNICATION (TDC) – PUBLICATION 5295</u> IRS secure messaging provides a safe means for exchanging information with IRS online. Secure messaging information is available at www.irs.gov/TEGEconnect. Enclosed is Publication 5295, Secure Messaging for Tax Exempt and Government Entities, which provides additional information about secure messaging. You can refer to the TE/GE's TDC website https://www.irs.gov/TEGEconnect to download, complete and return <i>Form 15314 TE/GE Secure Messaging Taxpayer Agreement Authorization of Disclosure to Designated Users</i> (Consent Form) to me by fax or mail before our initial appointment. This will allow for the communication and exchange of information and documents electronically during the examination. <i>All responses will be reviewed within 10 business days of receipt, and you will be notified regarding completeness.</i> If you have questions about this Information Document Request, contact the examiner listed below. <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 20%;">Information due by</td> <td style="width: 10%; text-align: center;"> ☐ At next appointment ☐ Other </td> <td style="width: 70%;"></td> </tr> <tr> <td>6/16/2026</td> <td></td> <td></td> </tr> </table>			Information due by	☐ At next appointment ☐ Other		6/16/2026								
Information due by	☐ At next appointment ☐ Other													
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="4" style="padding: 2px;">From</td> </tr> <tr> <td style="width: 30%; padding: 2px;">Examiner name Laston Musenga</td> <td style="width: 30%; padding: 2px;">Examiner title Internal Revenue Agent</td> <td style="width: 20%; padding: 2px;">Employee ID number</td> <td style="width: 20%; padding: 2px;">Date (mmddyyyy) 6/2/2025</td> </tr> <tr> <td colspan="2" style="padding: 2px;">Office location 31 Hopkins Pl Mailstop: 1120 Baltimore, MD 21201 Email: laston.k.musenga@irs.gov</td> <td style="padding: 2px;">Telephone number (443)853-5473</td> <td style="padding: 2px;">e-Fax number (833)603-3012</td> </tr> </table>			From				Examiner name Laston Musenga	Examiner title Internal Revenue Agent	Employee ID number	Date (mmddyyyy) 6/2/2025	Office location 31 Hopkins Pl Mailstop: 1120 Baltimore, MD 21201 Email: laston.k.musenga@irs.gov		Telephone number (443)853-5473	e-Fax number (833)603-3012
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Examiner name Laston Musenga	Examiner title Internal Revenue Agent	Employee ID number	Date (mmddyyyy) 6/2/2025											
Office location 31 Hopkins Pl Mailstop: 1120 Baltimore, MD 21201 Email: laston.k.musenga@irs.gov		Telephone number (443)853-5473	e-Fax number (833)603-3012											

**Internal Revenue Service
Federal, State and Local Governments**

AUTHORIZATION AND DECLARATION

Examination of Form 941 for 202303-202312

The following individual(s), **authorized employees** of the entity identified below, are hereby authorized to receive from or inspect confidential tax information and discuss tax issues with the Internal Revenue Service on behalf of the taxpayer for all federal tax returns, for the tax periods indicated below:

Taxpayer:
Taxpayer ID Number:
Tax Form: Form 941
Tax Periods: 202303-202312

<u>Charlie Sosa</u> Name	<u>City Manager</u> Title
<u>Deborah Balli</u> Name	<u>Finance Director</u> Title
<u>Leticia Salinas</u> Name	<u>Accounting Manager</u> Title
<u>Norma Cavazos</u> Name	<u>Payroll Specialist</u> Title

The following individual, an authorized employee of the entity identified above, is hereby authorized to execute binding agreements with the Internal Revenue Service on behalf of the entity for all federal tax returns, for the tax forms and periods indicated above:

<u>Charlie Sosa</u> Name	<u>City Manager</u> Title
-----------------------------	------------------------------

Attestation:

<u>Mary Valenzuela</u> Name	<u>City Secretary</u> Officer's or Executive's Title
--------------------------------	---

Authorized Signature

Date

Authorized signature. If signed by a corporate officer, partner, guardian, partnership representative (or designated individual, if applicable), executor, receiver, administrator, trustee, or individual other than the taxpayer, I certify that I have the legal authority to execute this form with respect to the tax matters and tax periods shown above.

Department of the Treasury - Internal Revenue Service
TE/GE Secure Messaging Taxpayer Agreement
Authorization of Disclosure to Designated Users

This agreement is for the secure exchange of taxpayer data and other compliance-related information between the IRS and taxpayers through the use of the IRS Secure Message platform (Secure Messaging). To use Secure Messaging offered by the IRS with respect to the compliance activity for _____ (periods of compliance activity) of _____ (Taxpayer), Taxpayer agrees as follows:

1. The Taxpayer will send documents to the IRS and receive documents from the IRS by Secure Messaging rather than sending and receiving those documents by mail or fax. Secure Messaging may be used only for certain documents regarding the compliance activity of the Taxpayer.
2. The Taxpayer acknowledges that Secure Messaging is limited to some, but not all, communications from the IRS regarding the compliance activity, and that the Taxpayer has the responsibility to monitor several methods of communication (including mail, phone and other electronic methods), not just Secure Messaging, to communicate with the IRS and meet the Taxpayer's legal obligations.
3. To the extent the Taxpayer authorizes disclosure to third parties, the IRS will maintain a list of individuals for whom notification emails will be sent to indicate that the individual should log into Secure Messaging to review relevant electronic notices and communications from the IRS. Each individual (User) must be separately authorized by the Taxpayer to receive the Taxpayer's returns and compliance information. An executed Form 2848, Power of Attorney and Declaration of Representative, or Form 8821, Tax Information Authorization, or other forms as required by the IRS (Authorization Form) must be received and accepted by the IRS before a User can access Secure Messaging.
4. The Taxpayer agrees to provide a List of Users (Appendix A) who will review and abide by the IRS Secure Messaging Terms of Service and IRS Secure Messaging Rules of Conduct while using Secure Messaging. These documents are available at www.irs.gov/TEGEconnect. The Taxpayer understands that these documents may be changed at any time and the IRS will notify the Taxpayer and all Users of any changes. The Taxpayer and User must accept these changes to continue using Secure Messaging. The Taxpayer understands that if the taxpayer or a User violates the terms of this agreement, IRS Secure Messaging Terms of Service, or IRS Secure Messaging Rules of Conduct, the Taxpayer and the User will no longer be allowed to access Secure Messaging.
5. The Taxpayer understands that the User's access to Secure Messaging is limited by the User's separate Authorization Form. If the compliance activity is expanded to include additional periods not listed on the executed Authorization Form, the IRS must receive and accept a new Authorization Form before allowing a User to receive information related to the additional periods. The IRS will provide information to the Taxpayer annually on how to revoke the authorization of a User and how to designate a new User.
6. The Taxpayer understands that this agreement is effective when signed by the Taxpayer and accepted by the IRS and will remain in effect for the duration of the compliance activity. The Taxpayer understands that it has the right to stop using Secure Messaging by properly notifying the IRS in writing that it no longer wishes to communicate electronically. This agreement can be terminated before it expires by the Taxpayer or the IRS with a 30-day advance notice.
7. The Taxpayer understands that its use of Secure Messaging does not convey any rights to it or to the Users, and further understands that its use of Secure Messaging is voluntary, optional and may be terminated at any time.
8. The Taxpayer understands that no part of Secure Messaging, including this agreement, will be construed as a waiver of any sovereign immunity of the United States Government.
9. The Taxpayer will pay its own costs and that of the Users associated with participating in Secure Messaging, including any costs for internet access, data and messaging rates, identity theft protection services, credit monitoring and identity monitoring services, identity recovery services, and identity theft insurance.

Name of taxpayer (type or print)

Name and title of individual signing agreement (include this individual in Appendix A)

Signature

Date

Appendix A

List of Users

List of users authorized by

Taxpayer name

Employer identification number

List of users (maximum of 5)

Name	POA*	Email Address	Telephone Number
	☐		
	☐		
	☐		
	☐		
	☐		

***Check the Power of Attorney (POA) box for each user who has previously provided a Form 2848, Power of Attorney and Declaration of Representative, or has a new Form 2848 attached to this agreement form.**

This communication is intended for the sole use of the individual to whom it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this communication is not the intended recipient or agent for delivering the communication to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication may be strictly prohibited. If you have received this communication in error, notify the sender immediately by telephone.



Department of the Treasury
Internal Revenue Service

Notice 609

(Rev. October 2013)

Privacy Act Notice

The Privacy Act of 1974 says that when we ask you for information about yourself, we must first tell you our legal right to ask for the information, why we are asking for it, and how it will be used. We must also tell you what could happen if you do not provide it and whether or not you must respond under the law.

This notice applies to tax returns and any papers filed with them. It also applies to any questions we need to ask you so we can complete, correct, or process your return; figure your tax; and collect tax, interest, or penalties. We ask for information to carry out the U.S. tax laws. We need the information to figure and collect the right amount of tax.

Our legal right to ask for information is found in Internal Revenue Code sections 6001, 6011, and 6012 and their regulations. They say that you must file a return or statement with us for any tax you are liable for. Your response is mandatory under these sections. Sections 7601–7613 authorize us to examine books and records and ask questions to obtain information we need. Section 6109 and its regulations say that you must provide your identification number on what you file. Paid tax return preparers and electronic return originators are also required to provide their identifying numbers.

We may give the information to the Department of Justice to enforce the federal civil and criminal tax laws, and to other federal agencies as provided by law. We may also give it to cities, states, the District of Columbia, and to U.S. commonwealths or possessions to carry out their tax laws. We may give it to certain foreign governments under tax treaties they have with the United States. We may also disclose this

information to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

If you do not file a return, the law says that you may be subject to penalties and interest, and in certain cases, criminal prosecution. If you do not provide required information, or provide false or fraudulent information, the law says that we may have to disallow the exemptions, exclusions, credits, deductions, or adjustments shown on your return. This could make your tax higher or delay any refund. You may also be subject to additional interest, penalties, or criminal prosecution.

Please keep this notice with your records. You may want to refer to it if we ask you for other information. If you have questions about the rules for filing and giving information, please visit our website at IRS.gov, or call or visit any Internal Revenue Service office.
