

**CITY OF INGLESIDE
REGULAR CITY COUNCIL MEETING
AGENDA
JULY 22, 2025
6:30 PM**

Notice is hereby given that the Ingleside City Council will hold a Regular City Council Meeting on July 22, 2025, at 6:30 PM. The Meeting will be held in person at City Hall, 2671 San Angelo Street, Ingleside, Texas. Members of the public can view the meeting via live stream at <https://inglesidetx.gov/>.

With respect to any subject matter set forth below, the City Council may take action, unless otherwise expressly indicated with respect to any particular subject matter.

Opening Agenda

1. Call Meeting to Order.

2. Roll Call.

3. Invocation.

4. Pledge of Allegiance.

5. Citizen Comments and Reports.

Persons wishing to address the Council and who have registered using the Citizen Participation Form will have up to three minutes to speak. In accordance with the Open Meetings Act, Council may not discuss or take action on any item that has not been posted on the agenda. While civil public criticism is not prohibited; disorderly conduct or disturbance of the peace as prohibited by law shall be cause for the chair to terminate the offender's time to speak.

6. Staff Comments and Reports.

The Council may discuss any subject which is specifically listed under this item.

a. Council Comments and Reports.

b. Announcements of Community Interest and/or upcoming events.

c. City of Ingleside expenditures paid over \$3,000.00 for the period of June 2025.

d. City of Ingleside monthly financial report as of June 2025.

Presentations

Consent Agenda

All consent agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of the items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

7. Deliberate and take appropriate action on the Regular Meeting Minutes of July 08, 2025, and Budget Workshop Minutes of July 12, 2025.

Public Hearing

The City Council shall call a public hearing on each item below in this section. Any person wishing to address the City Council on these items should please come forward when that public hearing is called.

8. Public Hearing to consider a request to rezone real property located at approximately 103 FM 1069, Ingleside, TX - generally bounded by FM 1069 to the north and east, the Enbridge Ingleside Energy Center to the west, and the Corpus Christi Channel shoreline to the south, and commonly known as Flint Hills Resources LLC - from R-1 (Single Family Residential District) to I (Industrial District), as further described in the legal description below:

76.07 acres being part of Abstract 271 L V ZACHARIAS WM DOCKER Survey Number 1 and a 3.918-acre Tract III being part of LV ZACHARIAS Abstract 271.

9. Public Hearing to consider a request to rezone real property located at approximately 2440 Kiewit Road, Ingleside, TX - generally bounded by Kiewit Drive at its intersection with FM 1069 (Main Street) on the east, the La Quinta Channel shoreline on the south, and Subsea 7 operations on the north, and commonly known as Kiewit Offshore Services LTD - from R-1 (Single Family Residential District) to I (Industrial District), as further described in the legal description below:

21.559 acre portion of a 24.572 acre tract being part of abstract 295 TT WILLIAMSON Survey, 3.639 acres tract and a 7.194 acre portion of a 46.349 acres tract being part of abstract 292 and 295, a 207.188 acre portion of a 230.244 acre tract being part of abstract 292, 294, and 295 TT WILLIAMSON Survey, and a 129.571 acre portion of a 144.974 acre tract being part of abstract 292 and 294 TT WILLIAMSON Survey.

Regular Agenda

10. Deliberate and take appropriate action on the first reading of an Ordinance to change the zoning of real property legally described below and located at approximately 103 FM 1069, Ingleside, TX - generally bounded by FM 1069 to the north and east, the Enbridge Ingleside Energy Center to the west, and the Corpus Christi Channel shoreline to the south, commonly known as Flint Hills Resources LLC - from R-1 (Single Family Residential District) to I (Industrial District), and including provisions for the effective date, reading, severance, and publication of the Ordinance:

76.07 acres being part of Abstract 271 L V ZACHARIAS WM DOCKER Survey Number 1 and a 3.918-acre Tract III being part of LV ZACHARIAS Abstract 271.

11. Deliberate and take appropriate action on the first reading of an Ordinance to change the zoning of real property legally described below and located at approximately 2440 Kiewit Road, Ingleside, TX - generally bounded by Kiewit Drive at its intersection with FM 1069 (Main Street) to the east, the La Quinta Channel shoreline to the south, and Subsea 7 operations to the north, commonly known as Kiewit Offshore Services LTD – from R-1 (Single Family Residential District) to I (Industrial District), and including provisions for the effective date, reading, severance, and publication of the Ordinance:

21.559 acre portion of a 24.572 acre tract being part of abstract 295 TT WILLIAMSON Survey, 3.639 acres tract and a 7.194 acre portion of a 46.349 acres tract being part of abstract 292 and 295, a 207.188 acre portion of a 230.244 acre tract being part of abstract 292, 294, and 295 TT WILLIAMSON Survey, and a 129.571 acre portion of a 144.974 acre tract being part of abstract 292 and 294 TT WILLIAMSON Survey.

12. Deliberate and take appropriate action on authorizing the City Manager to enter into and to execute a contract with the firm Levy Dykema for the Feasibility Study for City Buildings.
13. Deliberate and take appropriate action on the approval of final pay application and closeout on the City Hall, City Hall Annex Building, Police Station, Humble Station Community and Youth Center, and the Fire Station roof projects.
14. Deliberate and take appropriate action on the first and only reading of an Ordinance amending the Fiscal Year 2024-2025 Budget for the City of Ingleside, Texas, for the General Fund for the appropriation of the donation funds for the Volunteer Fire Department received from Enbridge for the purchase of numerous automated external defibrillators (AED's).
15. Deliberate and take appropriate action on a Resolution Authorizing Participation in the TexPool Investment Pools and Designating Authorized Representatives.

Executive Session

16. Closed Session
City Council will meet in Closed Session pursuant to the provisions of Chapter 551 of the Texas Government Code, in accordance with the authority contained in:
 - A. Pursuant to Section 551.071 Consultation with Attorney, and Section 551.074 - Personnel Matters: City Manager Annual Evaluation and Employment Contract.
 - B. Pursuant to Section 551.071 Consultations with Attorney regarding update on Lawsuit S-25-5321CV-C Posillico Civil, Inc. vs. City of Ingleside.
17. Open Session
City Council will meet in Open Session pursuant to the provisions of Chapter 551 of the Texas Government Code, in accordance with the authority contained in:
 - A. Pursuant to Section 551.071 Consultation with Attorney, and Section 551.074 - Personnel Matters: City Manager Annual Evaluation and Employment Contract.
 - B. Pursuant to Section 551.071 Consultations with Attorney regarding update on Lawsuit S-25-5321CV-C Posillico Civil, Inc. vs. City of Ingleside.

Closing Agenda

18. Items to consider for placement on future agendas.
19. Adjourn.

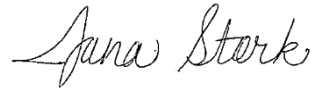
Special Accommodations

This facility is wheelchair accessible and there are special parking spaces near the main entrance. Request for accommodations or special services must be made 48 hours prior to this meeting. Please contact City Secretary's Office at (361) 776-2517 or Fax (361) 776-1027 or email citycouncilquestions@inglesidetx.gov for further information.

With respect to any subject matter listed on this agenda, the City Council may meet in Closed Executive Session, if and to the extent allowed by Chapter 551 of the Texas Government Code, including, but not limited to, any of the following sections of Chapter 551: Section 551.071 Consultations with Attorney, Section 551.072 Deliberation about Real Property, Section 551.073 Deliberation regarding Prospective Gift, Section 551.074 Personnel Matters, Section 551.087 Deliberation regarding Economic Development Negotiations, and Section 551.089 Deliberation regarding Security Devices Or Security Audits.

Certification

I, Jana Stork, certify that the above notice of this Regular Meeting of the City Council was posted on the City Hall bulletin board at 2671 San Angelo Street, Ingleside, Texas on July 18, 2025, by 12:00 p.m.



Jana Stork, City Secretary

This public notice was removed from the official posting board at the Ingleside City Hall on the following:

Date: _____

Time: _____

By: _____

City Secretary's Office
City of Ingleside, Texas

CITY COUNCIL AGENDA
Regular Meeting: July 22, 2025

AGENDA ITEM: 6.a

Council Comments and Reports.

SUBMITTED BY: Brenton Lewis, City Manager

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

City Council may discuss any subject under this item.

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Information purposes only.

ATTACHMENTS:

None

CITY COUNCIL AGENDA
Regular Meeting: July 22, 2025

AGENDA ITEM: 6.b

Announcements of Community Interest and/or upcoming events.

SUBMITTED BY: Jana Stork, City Secretary

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

1. Summer Movie Series, June 07, July 11, and August 09, 2025
 2. Ingleside Public Library Crochet for Beginners, Monday's beginning June 09, 2025
 3. Summer Scavenger Hunt, July 26, 2025
 4. Teen Manhunt, July 26, 2025
 5. Smoke Showdown BBQ Cook-Off, August 29 & 30, 2025
-

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Information purposes only.

ATTACHMENTS:

1. 2025, 07-22 Community Events

INGLESIDE PARKS AND RECREATION PRESENTS:

Summer MOVIE SERIES at the pool

Charles H. Doherty Swimming Pool
2746 Mustang Dr.
Ingleside, TX 78362

SUMMER BASH



JUNE 7



JULY 11

BACK TO SCHOOL BASH



AUGUST 9



FREE CROCHET FOR BEGINNERS

WANT TO LEARN HOW TO CROCHET?

Come to the

Ingleside Public Library

Monday's

11:00 a.m.

Contact the Library at 361-776-5355 for information



Ingleside Parks and Recreation

2025 **SUMMER** *Scavenger Hunt*

★ **LIVE OAK PARK** ★

JULY 26 | SATURDAY
12:00PM - 2:00PM

1874 PORT AVE., INGLESIDE, TX
78362

MORE INFO.

✕ **361-776-3438 EXT. 3106**

INGLESIDE PARKS AND RECREATION

TEEN MANHUNT

**26
JULY**



8:00pm - 10:00pm

Ages 12-15 yrs.

Bring plenty of water

Tennis Shoes & Dark attire to stay hidden

Meet at the picnic table by restroom

1874 PORT AVE., INGLESIDE TX

Ingleside Chamber of Commerce Presents

SMOKE SHOWDOWN

BARBECUE COOK-OFF

AUGUST 29TH & 30TH

1944 PARKVIEW PLACE - LIVE OAK PARK INGLESIDE, TX 78362

GUARANTEED 80%

PAYOUT

CHICKEN RIBS BRISKET PORK

Friday Jackpots

\$25 Cook's Choice - Turn in 8pm

\$25 Margaritas - Turn in 7pm

Saturday Jackpot

\$25 Beans - Turn in 11am

CHICKEN - NOON

RIBS - 1PM

PORK BUTT - 2PM

BRISKET - 3PM

PART OF THE
PROCEEDS
WILL GO TO OUR
LOCAL FOOD BANK

TEAM ENTRY FEE

\$250

4 MEATS

COOKS MEETING AT 6PM ON FRIDAY AUGUST 29TH

**SCAN QR CODE TO
REGISTER**



CHAMPIONS
BARBECUE ALLIANCE

FOR MORE INFO

CALL OR TEXT 832-597-5902

INGLESIDE
CHAMBER OF COMMERCE
AND VISITORS CENTER

CITY COUNCIL AGENDA
Regular Meeting: July 22, 2025

AGENDA ITEM: 6.c

City of Ingleside expenditures paid over \$3,000.00 for the period of June 2025.

SUBMITTED BY: Luis Rios, Director of Finance

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

Purchases are in compliance with the Procurement Policy and Procedures. Purchase orders have been approved by the appropriate officials.

FISCAL ANALYSIS:

City of Ingleside expenditures paid over \$3,000.00 from 06/01/2025-06/30/2025
Total A/P Checks and Invoices totaling over \$3,000 - Amount: \$1,145,970.28

RECOMMENDATION:

Information purposes only.

ATTACHMENTS:

1. OVER 3K 06012025-06302025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00159	TML INTERGOVERNMENT							
I-PINGLES0250 JUNE	TML HEALTH INSURANCE JUNE 25	D	6/01/2025	137,290.66		000678		137,290.66
00010	IRS							
I-T1 202506115470	FIT W/H	D	6/13/2025	19,819.75		000681		
I-T3 202506115470	FICA W/H	D	6/13/2025	31,848.98		000681		
I-T4 202506115470	MEDICARE W/H	D	6/13/2025	7,448.54		000681		59,117.27
00011	TEXAS MUNICIPAL RETIREMENT SYS							
I-TMRS MAY 25	TMRS MAY 25 EMPLOYER EXP	D	6/12/2025	79,126.67		000684		
I-TMRS MAY 25-2	TMRS MAY 25 EMPLOYEE	D	6/12/2025	43,042.78		000684		122,169.45
05481	SYSTEMSEVEN SERVICES, LLC							
I-INV68641	PHONE/INTERNET/FAX JUN 25	D	6/12/2025	4,413.53		000686		4,413.53
00010	IRS							
I-T1 202506255473	FIT W/H	D	6/27/2025	17,690.31		000687		
I-T3 202506255473	FICA W/H	D	6/27/2025	29,917.94		000687		
I-T4 202506255473	MEDICARE W/H	D	6/27/2025	6,996.86		000687		54,605.11
00325	CARD SERVICE CENTER							
I-20250529 0744	MONTHLY CC CHARGES MAY 25	D	6/19/2025	23,078.85		000692		23,078.85
04348	ECHELON HTS, INC							
M-CHECK	ECHELON HTS, INC UNPOST	V	6/09/2025			078624		29.99CR
05812	ABIP-SA PC							
I-137493	FY24 AUDIT FEES	R	6/05/2025	19,250.00		081643		19,250.00
03058	ERGON ASPHALT AND EMULSIONS, I							
I-9403432302	OIL FOR DURAPATCHER	R	6/05/2025	3,186.35		081662		
I-9403435471	OIL FOR DISTRIBUTOR	R	6/05/2025	3,019.84		081662		6,206.19
05858	LINEBARGER GOGGAN BLAIR & SAMP							
I-202505	FEE COLLECTIONS 2025	R	6/05/2025	4,161.61		081671		4,161.61
05873	JORDAN STAFFING, LLC							
I-182669	TEMPS	R	6/05/2025	7,425.00		081672		7,425.00
01936	RICOH USA, INC.							
I-5071506031	COPIER RENTAL/COPIES	R	6/05/2025	3,615.68		081688		3,615.68
00304	SAN PATRICIO CO APPRAISAL DIST							
I-1635	QUARTERLY PAYMENTS	R	6/05/2025	42,292.76		081690		42,292.76

VENDOR SET: 01 Ingleside
 BANK: PCOP POOLED CASH - OPERATING
 DATE RANGE: 6/01/2025 THRU 6/30/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00008	TYLER TECHNOLOGIES, INC.							
I-025-508293	MUNICIPAL JUSTICE 10	R	6/05/2025	5,500.00		081695		
I-025-508471	MUNICIPAL JUSTICE 10	R	6/05/2025	480.00		081695		
I-025-509401	CREDIT CARD MACHINES	R	6/05/2025	1,418.00		081695		7,398.00
05940	WAYPOINT BUSINESS SOLUTIONS, L							
I-AAAI24042	HYPER V SERVERS AND SOFT	R	6/05/2025	15,970.08		081699		15,970.08
03936	XYLEM WATER SOLUTIONS U.S.A.,							
I-3556D74447	SERVICE CALL	R	6/05/2025	724.00		081701		
I-3556D74629	REBUILD	R	6/05/2025	11,155.00		081701		11,879.00
04760	AMAZON CAPITAL SERVICES, INC.							
I-147N-4RFT-GHN6	NEW MATERIAL	R	6/12/2025	119.72		081710		
I-17L4-JHFB-LWQR	UNIFORMS/SUPPLIES	R	6/12/2025	19.99		081710		
I-1FT3-4H9G-HNHF	TABLET CASES	R	6/12/2025	30.58		081710		
I-1H1J-YQTW-QK3X	HUMIDIFIER	R	6/12/2025	66.99		081710		
I-1KMC-JQR7-J9HR	BATTERIES AND MOP HEADS	R	6/12/2025	141.88		081710		
I-1MLK-LW4N-CT1Q	UNIFORMS/SUPPLIES	R	6/12/2025	26.78		081710		
I-1MLK-LW4N-HTWM	NEW P&Z MEMBER NAMEPLATES	R	6/12/2025	37.82		081710		
I-1MYT-F19G-PTX7	CUPS AND NAME PLATES	R	6/12/2025	239.83		081710		
I-1QLY-G764-6RG9	A/C FILTERS	R	6/12/2025	570.17		081710		
I-1RFG-GNT9-4JM7	BOOT CLEANER, TIMECARD	R	6/12/2025	108.82		081710		
I-1RKF-FKFQ-4NNC	NEW BOOKS	R	6/12/2025	17.88		081710		
I-1TVG-F496-XJN9	MICROPHONE AND SUPPLIES	R	6/12/2025	553.44		081710		
I-1WXV-FK3Q-GCJL	POOL, OFFICE, SHIRT SUPPL	R	6/12/2025	294.98		081710		
I-1WYJ-FNPX-N7PD	NEW MATERIAL	R	6/12/2025	636.65		081710		
I-1X9Y-K7VR-Y39N	A/C FILTERS	R	6/12/2025	365.19		081710		3,230.72
06001	CLAIMS MANAGEMENT RESOURCES, I							
I-TXFR24313673	FRONTIER CLAIM TXFLU36780125	R	6/12/2025	5,233.40		081722		5,233.40
04840	HERRERA, PAUL							
I-1526	LOADING RAMP	V	6/12/2025	9,997.50		081726		9,997.50
04840	HERRERA, PAUL							
M-CHECK	HERRERA, PAUL	VOIDED	V	6/12/2025		081726		9,997.50CR
05477	GERKE EXCAVATING, INC							
I-PAY APP 8	KENNY LANE IMPROVEMENTS	R	6/12/2025	118,152.12		081733		118,152.12
03532	GEXA ENERGY, LP							
I-202504	ELECTRIC BILL APR 2025	R	6/12/2025	32,131.18		081734		32,131.18

VENDOR SET: 01 Ingleside

BANK: PCOP POOLED CASH - OPERATING

DATE RANGE: 6/01/2025 THRU 6/30/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01614	KIEWIT OFFSHORE SERVICES, LTD.							
I-20250519	SALES TAX ABATEMENT	R	6/12/2025	60,389.44		081739		60,389.44
02377	LARRY D WARD							
I-3225	VEHICLE MAINTENANCE	R	6/12/2025	4,156.83		081740		4,156.83
05873	JORDAN STAFFING, LLC							
I-182725	TEMPS	R	6/12/2025	3,382.50		081741		
I-182751	TEMPS	R	6/12/2025	765.00		081741		4,147.50
05214	RAPIDSCALE INC.							
I-INV00253848	MICROSOFT 365	R	6/12/2025	3,411.59		081758		3,411.59
02429	SAN PATRICIO CO ELECTION ADMIN							
I-202505	ELECTIONS	R	6/12/2025	15,132.60		081759		15,132.60
00054	SAN PATRICIO MUNICIPAL WATER D							
I-03302000 20250529	CALI WATER PURCHASES	R	6/12/2025	33,303.20		081760		
I-03302200 20250529	SUNRAY WATER PURCHASES	R	6/12/2025	58,862.00		081760		
I-202506	SCADA INTERLOCAL 24/25	R	6/12/2025	250.00		081760		92,415.20
04840	HERRERA, PAUL							
I-1526A	BALANCE LOADING RAMP 25-06424	R	6/12/2025	9,997.50		081775		9,997.50
05812	ABIP-SA PC							
I-139207	FY24 AUDIT FEES	R	6/19/2025	3,226.00		081776		3,226.00
04387	DAVIDSON TROILO REAM & GARZA							
I-49644	ATTORNEY FEES	R	6/19/2025	4,433.84		081798		
I-49645	ATTORNEY FEES	R	6/19/2025	26,217.40		081798		
I-49646	ATTORNEY FEES-PORT OF TX	R	6/19/2025	4,000.00		081798		
I-49647	ATTORNEY FEES-PORT OF TX	R	6/19/2025	4,761.50		081798		39,412.74
01069	DEL MAR REGIONAL POLICE ACADEM							
I-202507	YVONNE ARRIAGA ID #0610564	R	6/19/2025	4,281.00		081799		4,281.00
04638	FREESE AND NICHOLS, INC.							
I-1372460	ING21605 DRAINAGE MP	R	6/19/2025	7,301.25		081805		
I-1386706	INGLESIDE CDBG-MIT MOD	R	6/19/2025	9,295.40		081805		16,596.65
01999	GRANT WORKS							
I-CDBG MIT MOD 003	24-065-054-E564 MIT MOD	R	6/19/2025	15,432.65		081810		15,432.65

VENDOR SET: 01 Ingleside

BANK: PCOP POOLED CASH - OPERATING

DATE RANGE: 6/01/2025 THRU 6/30/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00389	GT DISTRIBUTORS, INC.							
I-INV1038888	BVP ESPINOZA/ HERNANDEZ	R	6/19/2025	3,090.00		081811		
I-INV1039887	Ammo Order for Training	R	6/19/2025	4,039.60		081811		
I-INV1048375	Ammo Order for Training	R	6/19/2025	908.00		081811		8,037.60
05873	JORDAN STAFFING, LLC							
I-182783	TEMPS	R	6/19/2025	4,668.75		081816		4,668.75
01092	TEXAS INDUSTRIES, INC.							
I-46003112	LIMESTONE BASE	R	6/19/2025	7,661.97		081821		7,661.97
05297	PRO-TOUCH CONTRACTORS, INC							
I-10145	DOOR REPLACEMENT COVE	R	6/19/2025	6,800.00		081826		6,800.00
00034	REPUBLIC SERVICES, INC.							
I-0847-001399242	GARBAGE BILL	R	6/19/2025	118,194.28		081827		118,194.28
00524	SAN PATRICIO CO ECONOMIC DEVEL							
I-2024-097	ANNUAL CONTRIBUTION	R	6/19/2025	4,759.00		081832		4,759.00
00169	TRI COUNTY EMERGENCY MEDICAL S							
I-14449	AMBULANCE SUBSIDY	R	6/19/2025	20,292.60		081836		20,292.60
05379	WEX BANK							
I-104774808	FUEL PD / AC	R	6/19/2025	5,956.42		081844		
I-105405476	FUEL PD / AC	R	6/19/2025	6,756.88		081844		12,713.30
03936	XYLEM WATER SOLUTIONS U.S.A.,							
I-3556D75218	NEW PUMP	R	6/19/2025	16,564.77		081846		
I-401422981	REBUILD COMPRESSOR	R	6/19/2025	57.70		081846		16,622.47

* * T O T A L S * *	NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	34		755,292.91	0.00	745,295.41
HAND CHECKS:	0		0.00	0.00	0.00
DRAFTS:	6		400,674.87	0.00	400,674.87
EFT:	0		0.00	0.00	0.00
NON CHECKS:	0		0.00	0.00	0.00
VOID CHECKS:	2 VOID DEBITS	0.00			
	VOID CREDITS	10,027.49CR	10,027.49CR	0.00	

TOTAL ERRORS: 0

VENDOR SET: 01 Ingleside

BANK: PCOP POOLED CASH - OPERATING

DATE RANGE: 6/01/2025 THRU 6/30/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
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			NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT		
VENDOR SET: 01	BANK: PCOP	TOTALS:	42	1,145,940.29	0.00	1,145,970.28		
BANK: PCOP	TOTALS:		42	1,145,940.29	0.00	1,145,970.28		
REPORT TOTALS:			42	1,145,940.29	0.00	1,145,970.28		

CITY COUNCIL AGENDA
Regular Meeting: July 22, 2025

AGENDA ITEM: 6.d

City of Ingleside monthly financial report as of June 2025.

SUBMITTED BY: Luis Rios, Director of Finance

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

Monthly financial report ending June 30, 2025.

FISCAL ANALYSIS:

FY2025 See attachments for the month listed above: A.1; A.2; A.3; B1 and C.1.

FY2025 The June 2025 Council Discretionary Funds account balance is \$115,142.25

RECOMMENDATION:

Information purposes only.

ATTACHMENTS:

1. FINANCIALS 06 2025.



**Monthly Financial
Report to City Council
July 22, 2025**

**Finance Department
Submitted by: Priscilla Solis**

	Page
A.) Statement of Revenues and Expenditures through June 2025 (Preliminary)	
B.) Monthly Portfolio Report -May 31, 2025	B.1
Total Value - May 31, 2025	\$ 74,074,113.93
Total Value - April 30, 2025	\$ 73,473,421.16
Net Change	\$ 600,692.77
C.) Cash Basis Sales Tax Collections through June 2025	C.1
FYD - Total	\$ 3,795,431.42 (Gross 9 months 100%)
Budgeted - Total	\$ 3,150,000.00
Difference Budget vs. Received	\$ (645,431.42) Remaining to Collect: -20.49%
D.) FY24 General Fund Tax Roll Collection through June 2025	
FYD - Total	\$ 10,160,006.65
Budgeted - Total	\$ 14,119,720.00
Difference Budget vs. Received	\$ 3,959,713.35 Remaining to Collect: 28.04%

Portfolio Overview

Portfolio Summary

	Prior 30 Apr-25	Current 31 May-25
Par Value	73,473,421.16	74,104,388.93
Original Cost	73,473,421.16	74,076,488.93
Book Value	73,473,421.16	74,077,938.04
Market Value	73,473,421.16	74,074,113.93
Accrued Interest	20,187.50	3,840.28
Book Value Plus Accrued	73,493,608.66	74,081,778.32
Market Value Plus Accrued	73,493,608.66	74,077,954.21
Net Unrealized Gain/(Loss)	0.00	(3,824.11)

Income Summary

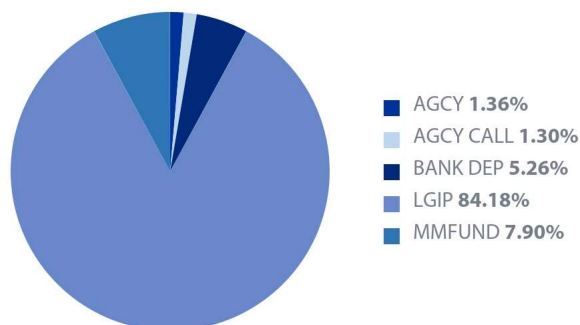
Current Period	1 May-25 to 31 May-25
Interest Income	256,125.85
Net Amortization/Accretion	1,449.11
Realized Gain/(Loss)	0.00
Net Income	257,574.96

Fiscal Year-to-Date	1 Oct-24 to 31 May-25
Net Income	961,483.84

Portfolio Characteristics

	Prior 30 Apr-25	Current 31 May-25
Yield to Maturity	4.042%	4.146%
Yield to Worst	4.042%	4.146%
Days to Final Maturity	1	11
Days to Effective Maturity	1	11
Duration	—	1.04

Asset Allocation

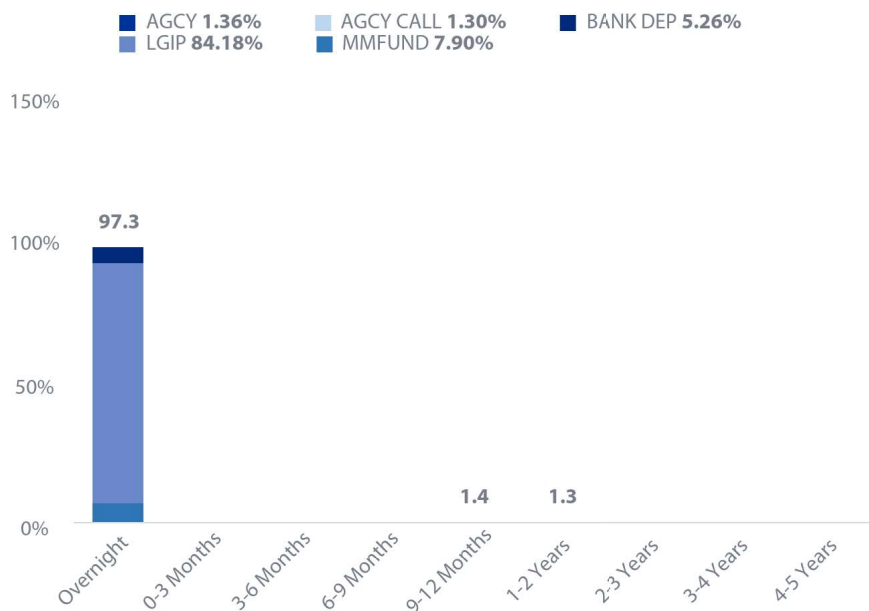


Transaction Summary

Transaction Type	Quantity	Principal	Interest	Total Amount	Realized Gain/Loss
Buy	1,000,000.00	(963,950.00)	(2,750.00)	(966,700.00)	0.00
Coupon	0.00	0.00	23,750.00	23,750.00	0.00

Portfolio Overview

Maturity Distribution by Security Type



Top Ten Holdings

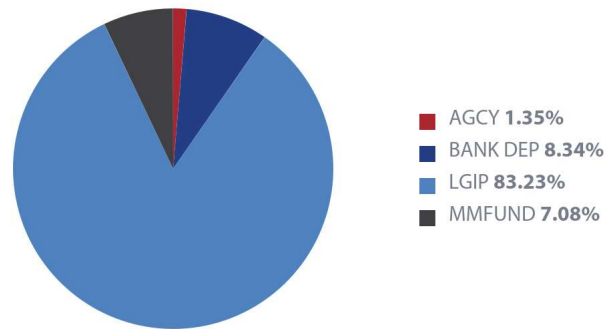
Issuer	Allocation
TEX PRIME	84.18%
Invesco	4.08%
MS	3.82%
FROST	2.68%
1STCOMMBK	2.58%
Federal Farm Credit Banks Funding Corporation	1.36%
Federal Home Loan Banks	1.30%

Maturity Distribution by Security Type

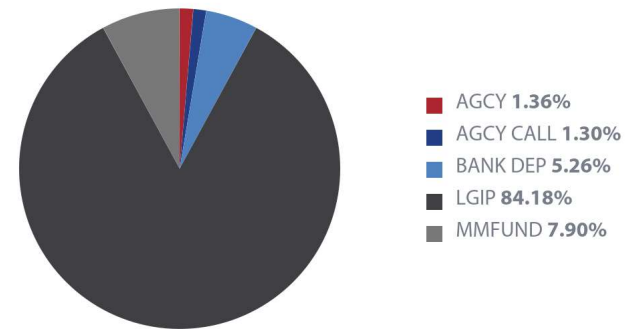
Security Type	Overnight	0-3 Months	3-6 Months	6-9 Months	9-12 Months	1-2 Years	2-3 Years	3-4 Years	4-5 Years	Portfolio Total
AGCY	--	--	--	--	1,007,538.23	--	--	--	--	1,007,538.23
AGCY CALL	--	--	--	--	--	966,010.88	--	--	--	966,010.88
BANK DEP	3,895,399.02	--	--	--	--	--	--	--	--	3,895,399.02
LGIP	62,359,040.49	--	--	--	--	--	--	--	--	62,359,040.49
MMFUND	5,849,949.42	--	--	--	--	--	--	--	--	5,849,949.42
Total	72,104,388.93	--	--	--	1,007,538.23	966,010.88	--	--	--	74,077,938.04

Asset Allocation

Asset Allocation by Security Type as of
30-Apr-2025



Asset Allocation by Security Type as of
31-May-2025

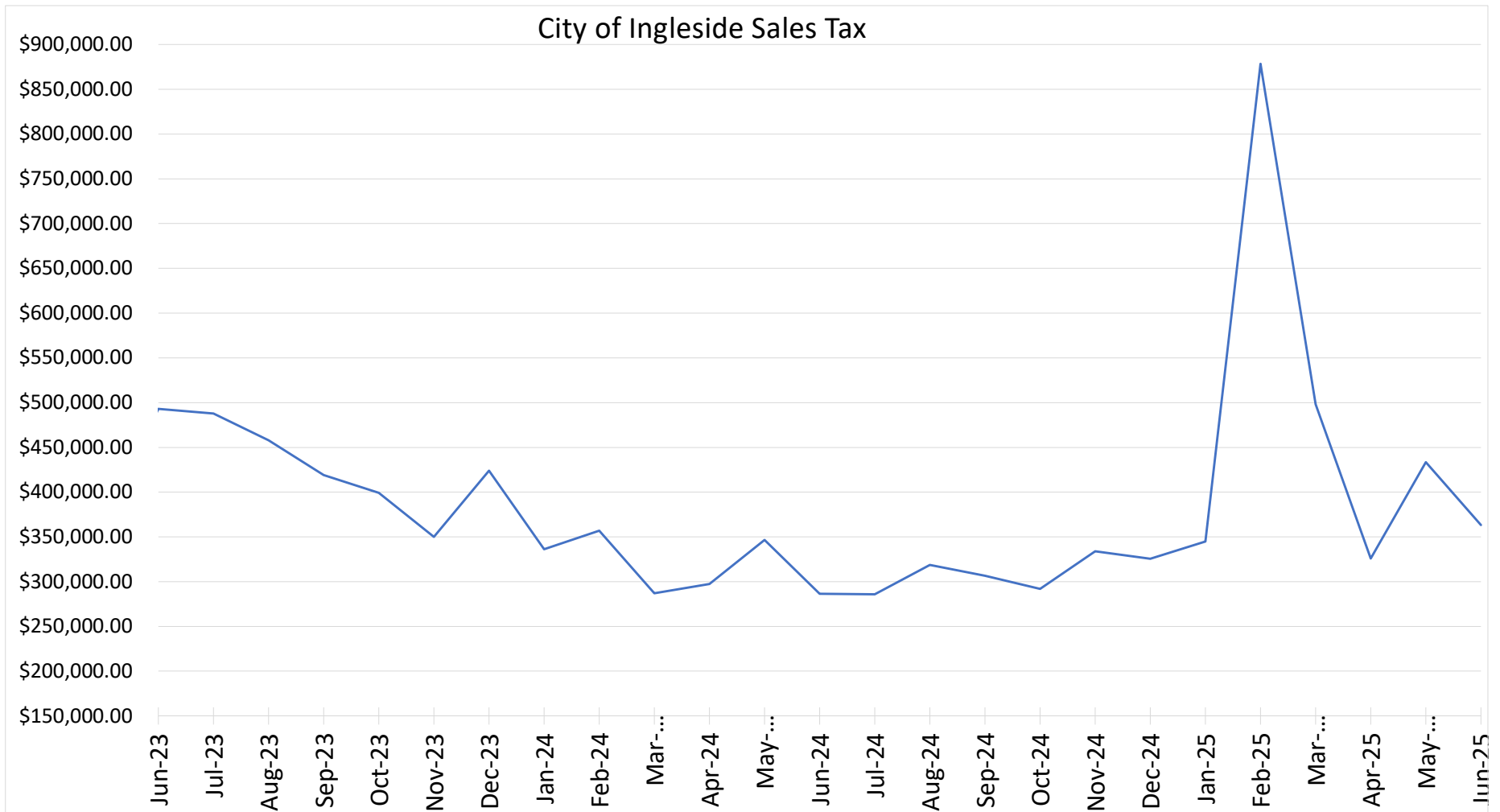


Book Value Basis Security Distribution

Security Type	Prior Balance 30-Apr-25	Prior Allocation 30-Apr-25	Change in Allocation	Current Balance 31-May-25	Current Allocation 31-May-25	Yield to Maturity
AGCY	0.00	0.00%	1.36%	1,007,538.23	1.36%	3.965%
AGCY CALL	0.00	0.00%	1.30%	966,010.88	1.30%	4.045%
BANK DEP	6,212,430.16	8.46%	(3.20)%	3,895,399.02	5.26%	0.045%
LGIP	61,988,051.42	84.37%	(0.19)%	62,359,040.49	84.18%	4.431%
MMFUND	5,272,939.58	7.18%	0.72%	5,849,949.42	7.90%	3.887%
Portfolio Total	73,473,421.16	100.00%		74,077,938.04	100.00%	4.146%

Fund Overview

Fund Name	Prior Book Value	Prior Market Value	Changes to Market Value	Current Book Value	Current Market Value	Net Income	Days to Final Mty	YTM	YTW
CO 2020 TX Water Dev Board	2,818,696.40	2,818,696.40	8,685.83	2,827,382.23	2,827,382.23	8,685.83	1	3.680%	3.680%
CO Series 2024	10,083,513.90	10,083,513.90	37,947.47	10,121,461.37	10,121,461.37	37,947.47	1	4.431%	4.431%
Debt Service	708,243.81	708,243.81	31,971.95	740,215.76	740,215.76	2,720.08	1	4.431%	4.431%
General	2,318,426.68	2,318,426.68	8,724.96	2,327,151.64	2,327,151.64	8,724.96	1	4.431%	4.431%
General Capital Projects	10,531,633.52	10,531,633.52	39,632.76	10,571,266.28	10,571,266.28	39,632.76	1	4.431%	4.431%
General Fund Grants	270,730.57	270,730.57	8.24	270,738.81	270,738.81	8.24	1	0.040%	0.040%
Hotel-Motel	1,340,191.71	1,340,191.71	1,700.06	1,341,891.77	1,341,891.77	5,033.06	1	4.431%	4.431%
Impact Fees	1,725,073.51	1,725,073.51	13,297.51	1,738,371.02	1,738,371.02	6,514.22	1	4.431%	4.431%
Ingleside Development	3,705,695.73	3,705,695.73	(69,386.60)	3,636,309.13	3,636,309.13	13,546.49	1	4.431%	4.431%
Ingleside Street Maintenance	2,760,288.79	2,760,288.79	64,906.68	2,825,195.47	2,825,195.47	10,421.77	1	4.431%	4.431%
Pooled Cash	32,102,953.58	32,102,953.58	444,597.94	32,551,375.63	32,547,551.52	105,734.11	25	3.907%	3.907%
Utility	4,942,676.23	4,942,676.23	18,600.92	4,961,277.15	4,961,277.15	18,600.92	1	4.431%	4.431%
Utility Capital Improvement	165,296.73	165,296.73	5.05	165,301.78	165,301.78	5.05	1	0.040%	0.040%
Total	73,473,421.16	73,473,421.16	600,692.77	74,077,938.04	74,074,113.93	257,574.96	11	4.146%	4.146%



CITY COUNCIL AGENDA

Regular Meeting: July 22, 2025

AGENDA ITEM: 7

Deliberate and take appropriate action on the Regular Meeting Minutes of July 08, 2025, and Budget Workshop Minutes of July 12, 2025.

SUBMITTED BY: Jana Stork, City Secretary

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

Please see the accompanying Regular City Council Meeting Minutes of July 08, 2025, and Budget Workshop Minutes of July 12, 2025.

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Staff recommends Council approve the Minutes, as presented.

ATTACHMENTS:

1. 2025, 07-08 Regular Council Meeting Minutes_DRAFT
2. 2025, 07-12 Budget Workshop Minutes_DRAFT

**CITY OF INGLESIDE
REGULAR CITY COUNCIL MEETING
MINUTES
JULY 08, 2025**

Opening Agenda

1. Call Meeting to Order.

The Regular City Council Meeting of the City of Ingleside was called to order by Mayor Adame at 6:30 p.m. on July 08, 2025, at City Hall 2671 San Angelo Ave., Ingleside, TX and live video streaming.

2. Roll Call.

With Council Members present, at roll call, a quorum was established.

Council Members Present: Mayor Pro-Tem Long, Linda Timmerman, John Salinas (via Zoom), David Pruitt, James Steward, Julio Salinas (via Zoom) and Mayor Adame.

3. Invocation.

Council Member Pruitt led the invocation.

4. Pledge of Allegiance.

Mayor Adame led the Pledge of Allegiance to the U.S. flag.

5. Citizen Comments and Reports.

Mari Jo Wells, 2099 La Quinta Dr., addressed the Council about not receiving her water bill with the Quarterly City Newsletter, the Quarterly City Newsletter not specifying the dates for Council meetings, and the difficulty obtaining information regarding the City.

6. Staff Comments and Reports.

a. Council Comments and Reports.

Mayor Adame mentioned the burn ban being lifted. City Manager Lewis informed the Council that the burn ban was lifted, but citizens needed to obtain a burn permit to burn; and inform the fire department on who has a permit to burn.

City Manager informed Council Members about road repair taking place on Emory Bellard.

b. Announcements of Community Interest and/or upcoming events.

No discussion was held on this matter.

c. Report on H.B. 1522 (Gerdes/Kolkhorst) – Open Meetings Notice.

Discussion was held between Council Members, City Manager Lewis, and City Attorney McCann about H.B. 1522, rules of three (3) working days, requiring the City to post on a Wednesday, beginning September 1st, slows the process down, the current Ordinance will need to be changed, and if it would be better to change the Council meeting dates by going to a citizen vote.

d. Report on the West Main parking lot serving the Humble Station Community and Youth Center.

Discussion was held between Council Members, City Manager Lewis, and Director of Infrastructure Services Paredes about the update on the West Main parking lot serving the Humble Station Community and Youth Center, the ditch to be covered, having an access on State Highway 2069, cuts into railroad property, lighting included, 36 parking spots with three (3) handicap spaces, no sidewalks but will have a curb, and the entrance behind the crepe myrtles.

e. Report on the reconstruction of approximately 165 feet on Gallion Street adjacent to State Highway 1069.

Discussion was held between Council Members, City Manager Lewis, and Director of Infrastructure Services Paredes about the update on Gallion Street, plans showing 180 feet instead of 165 feet, no drainage right now, and the culvert to be addressed later.

f. Report on the City of Ingleside Garden Center Building remodel project.

Discussion was held between Council Members, City Manager Lewis, and Director of Infrastructure Services Paredes about the City of Ingleside Garden Center Building remodel project, the remodel almost complete, waiting on final touches and equipment, will schedule a ribbon cutting for mid-August, and the pergola will be removed.

Presentations

7. Introduction and presentation from the City's Investment Advisors, Hilltop Securities.

Hilltop Securities, the City's Investment Advisors, gave an introduction and presentation to Council Members.

Consent Agenda

8. Deliberate and take appropriate action on the Regular Meeting Minutes of June 24, 2025.

Motion: Council Member Pruitt made a motion to approve the Consent Agenda as presented. Mayor Pro-Tem Long seconded the motion. Motion carried with all present voting in favor.

Public Hearing

No Public Hearing was presented for this meeting.

Regular Agenda

9. Deliberate and take appropriate action on a Resolution on the appointment of a representative of the City Council to the Street Advisory Group.

Proposed Resolution 2025-22.

Discussion was held between Council Members, City Manager Lewis, and Director of Infrastructure Services Paredez about appointing a Council Member to the Group due to a vacancy of a previous Council Member terming out, and the nomination of Council Member Timmerman to fill the vacancy.

Motion: Council Member John Salinas made a motion to approve Resolution 2025-22, a Resolution on the appointment of Council Member Timmerman to the Street Advisory Group. Mayor Adame seconded the motion. Motion carried 6:0:1.

For Motion: Council Member Julio Salinas, Council Member Steward, Council Member Pruitt, Council Member John Salinas, Mayor Pro-Tem Long, and Mayor Adame

Against Motion: None

Abstained: Council Member Timmerman

10. Deliberate and take appropriate action on purchasing five (5) vehicles for Parks and Recreation, Recycling, Streets and Drainage, Water, and Wastewater Departments to be purchased through the BuyBoard Purchasing Cooperative.

Discussion was held between Council Members, City Manager Lewis, and Director of Infrastructure Services Paredez about the purchase of vehicles being part of the Capital Improvement Projects, going through the BuyBoard process, replacing vehicles when needed, vehicles deteriorating, previously approved maintenance tracking being used, and keeping a schedule of vehicles.

Motion: Mayor Adame made a motion to approve the purchasing of five (5) vehicles for Parks and Recreation, Recycling, Streets and Drainage, Water, and Wastewater Departments to be purchased through the BuyBoard Purchasing Cooperative. Council Member John Salinas seconded the motion. Motion carried with all present voting in favor.

11. Deliberate and take appropriate action on the City of Ingleside Street Advisory Groups' recommendation for Seal Coat maintenance on various city streets.

Discussion was held between Council Members, City Manager Lewis, and Director of Infrastructure Services Paredez about the process of choosing the streets, being done inhouse, and the following six (6) streets being the next recommendation for Seal Coat maintenance: Capeheart St., Eastwind St., 6th St. from Greenbriar St. to SH 1069, Greenbriar St. from 8th St. to 6th St., Lovers Ln, and Hackberry Ln.

Motion: Mayor Pro-Tem Long made a motion to approve the Street Advisory Groups' recommendation for Seal Coat maintenance on the six (6) streets as presented. Council Member Steward seconded the motion. Motion carried with all present voting in favor.

12. Deliberate and take appropriate action on an Ordinance amending the Fiscal Year 2024-2025 budget for the City of Ingleside, Texas, for the use of City Manager Discretionary funds for the cost of enhancing the audio-visual system for meetings held in the City Council Chambers.

Proposed Ordinance 2025-23.

Discussion was held between the Council Members and City Manager Lewis about the podium being in the middle of the front row of seats, the podium now blocking the television on the side, the installation of two (2) televisions behind the Council dais, and the current television remaining where it is.

Motion: Mayor Pro-Tem Long made a motion to approve Ordinance 2025-23, an Ordinance amending the Fiscal Year 2024-2025 budget for the City of Ingleside, Texas, for the use of City Manager Discretionary funds for the cost of enhancing the audio-visual system for meetings held in the City Council Chambers. Council Member Pruitt seconded the motion. Motion carried with all present voting in favor.

13. Deliberate and take appropriate action on an Ordinance amending the Fiscal Year budget for the City of Ingleside, Texas, of reclassification of the Municipal Court Clerk positions to Deputy Clerk positions from the Municipal Court budget in the General Fund.

Proposed Ordinance 2025-24.

Discussion was held between Council Members and City Manager Lewis about the Municipal Court changing to a Court of Records, the change of title from Municipal Court Clerk to Deputy Clerk, and the budget staying the same.

Motion: Mayor Adame made a motion to approve Ordinance 2025-24, an Ordinance amending the Fiscal Year budget for the City of Ingleside, Texas, of reclassification of the Municipal Court Clerk positions to Deputy Clerk positions from the Municipal Court budget in the General Fund. Council Member Pruitt seconded the motion. Motion carried with all present voting in favor.

14. Deliberate and take appropriate action to authorize the City Manager to execute a letter on behalf of the City of Ingleside concerning a financial hardship request related to Contract #20-065-086-C247 (Houghton Drainage Project), requesting relief from excess local match fund obligations.

Discussion was held between Council Members and City Manager Lewis about being notified by GrantWorks that the Texas General Land Office (GLO) requesting \$2,322,526.75 be committed for completion of the project due to scope of work changing, Hanson Professional Services issuing an opinion of the probable construction cost being \$4,276,852.75, remaining balance of \$474,957.90 not used towards the project, and why the hardship letter is being requested.

Motion: Mayor Pro-Tem Long made a motion to authorize the City Manager to execute a letter on behalf of the City of Ingleside concerning a financial hardship request related to Contract #20-065-086-C247 (Houghton Drainage Project), requesting relief from excess local match fund obligations. Council Member Steward seconded the motion. Motion carried with all present voting in favor.

Executive Session

No Executive Session was presented for this meeting.

Closing Agenda

15. Items to consider for placement on future agendas.

There were no requests made by Council members for items to consider for placement on future agendas.

16. Adjourn.

Mayor Adame adjourned the regular meeting of the City of Ingleside at 7:44 p.m.

APPROVED:

Pedro Oscar Adame, Mayor

ATTEST:

Jana Stork, City Secretary

**CITY OF INGLESIDE
BUDGET WORKSHOP
MINUTES
JULY 12, 2025**

Opening Agenda

1. Call Meeting to Order.

The Budget Workshop of the City of Ingleside was called to order by Mayor Adame at 8:30 a.m. on July 12, 2025, at City Hall 2671 San Angelo Ave., Ingleside, TX and live video streaming.

2. Roll Call.

With Council Members present, at roll call, a quorum was established.

Council Members Present: Mayor Pro-Tem Long, Linda Timmerman, John Salinas, James Steward, Julio Salinas (via Zoom) and Mayor Adame.

Council Members Absent: David Pruitt.

3. Invocation.

Mayor Adame led the invocation.

4. Pledge of Allegiance.

Mayor Adame led the Pledge of Allegiance to the U.S. flag.

Council Member Pruitt joined the meeting, via Zoom, at 8:31 a.m.

5. Citizen Comments and Reports.

No Citizen Comments and Reports were presented for this meeting.

Workshop Agenda

6. Human Resources Fiscal Year 2025-2026 Budget Presentation.

Discussion was held between Council Members, City Manager Lewis, and Director of Human Resources Mejia about the Human Resources Fiscal Year 2025-2026 Budget Presentation.

7. Finance, Utility Billing, and Court of Records Fiscal Year 2025-2026 Budget Presentation.

Discussion was held between Council Members, City Manager Lewis, and Director of Finance Rios about the Finance, Utility Billing, and Court of Records Fiscal Year 2025-2026 Budget Presentation.

8. Library Fiscal Year 2025-2026 Budget Presentation.

Discussion was held between Council Members, City Manager Lewis, and Director of Library Services Casanova about the Library Fiscal Year 2025-2026 Budget Presentation.

9. Information Technology Fiscal Year 2025-2026 Budget Presentation.

Discussion was held between Council Members, City Manager Lewis, and Director of Information Technology Saucedo about the Information Technology Fiscal Year 2025-2026 Budget Presentation.

10. Administrative Services Fiscal Year 2025-2026 Budget Presentation.

Council Member Julio Salinas left the meeting via Zoom at 10:45 a.m.

Discussion was held between Council Members, City Manager Lewis, and Director of Administrative Services Stork about the Administrative Services Fiscal Year 2025-2026 Budget Presentation.

At 11:00 a.m., Mayor Adame convened the Budget Workshop into a ten (10) minute break.

At 11:13 a.m., Mayor Adame reconvened the Budget Workshop.

11. Ingleside Volunteer Fire Department Fiscal Year 2025-2026 Budget Presentation.

Discussion was held between Council Members, City Manager Lewis, and Fire Chief Miller about the Ingleside Volunteer Fire Department Fiscal Year 2025-2026 Budget Presentation.

Council Member John Salinas left the meeting at 11:23 a.m.

12. Development Services Fiscal Year 2025-2026 Budget Presentation.

Discussion was held between Council Members, City Manager Lewis, and Director of Development Services Rodriguez about the Development Services Fiscal Year 2025-2026 Budget Presentation.

13. Infrastructure Services Fiscal Year 2025-2026 Budget Presentation.

Discussion was held between Council Members, City Manager Lewis, and Director of Infrastructure Services Paredez about the Infrastructure Services Fiscal Year 2025-2026 Budget Presentation.

At 12:39 a.m., Mayor Adame convened the Budget Workshop into a ten (10) minute break.

At 12:49 a.m., Mayor Adame reconvened the Budget Workshop.

14. Police Department and Animal Control Fiscal Year 2025-2026 Budget Presentation.

Discussion was held between Council Members, City Manager Lewis, and Police Chief Molina about the Police Department and Animal Control Fiscal Year 2025-2026 Budget Presentation.

15. Strategic planning discussions on Council future projects.

Discussion was held between Council Members and City Manager Lewis about a list being made for what the departments want and what the departments need.

Closing Agenda

16. Items to consider for placement on future agendas.

There were no requests made by Council members for items to consider for placement on future agendas.

17. Adjourn.

Mayor Adame adjourned the regular meeting of the City of Ingleside at 1:43 p.m.

APPROVED:

Pedro Oscar Adame, Mayor

ATTEST:

Jana Stork, City Secretary

CITY COUNCIL AGENDA

Regular Meeting: July 22, 2025

AGENDA ITEM: 8

Public Hearing to consider a request to rezone real property located at approximately 103 FM 1069, Ingleside, TX - generally bounded by FM 1069 to the north and east, the Enbridge Ingleside Energy Center to the west, and the Corpus Christi Channel shoreline to the south, and commonly known as Flint Hills Resources LLC - from R-1 (Single Family Residential District) to I (Industrial District), as further described in the legal description below:

76.07 acres being part of Abstract 271 L V ZACHARIAS WM DOCKER Survey Number 1 and a 3.918-acre Tract III being part of LV ZACHARIAS Abstract 271.

SUBMITTED BY: Bernard Rodriguez, Director of Development Services

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

City-initiated rezoning of a 76.07-acre tract from (R-1) Single Family Residential District to (I) Industrial District is requested in order to be in compliance with the City of Ingleside Code of Ordinance.

Staff mailed out a Public Hearing Notice to four (4) property owners, within a 400-foot radius, on Wednesday, June 25, 2025, and received no comments in favor or against the request at the time this report was prepared. Notice of this public hearing was published in the Ingleside Index on Thursday, June 19, 2025. On July 07, 2025 the Planning and Zoning Commission held a Public Hearing and no comments in favor or against the request were made.

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Public Hearing Only.

ATTACHMENTS:

1. Flint Hills Rezone Notice (1)

NOTICE OF PUBLIC HEARING

In accordance with the provisions of the City of Ingleside Code of Ordinances and the Texas State statutes, notice is hereby given that a public hearing will be held before the Planning and Zoning Commission on **Monday, July 7, 2025 at 6:00 p.m.** and the City Council of the City of Ingleside on **Tuesday, July 22, 2025 at 6:30 p.m.** Both hearings will be held at the City of Ingleside City Hall, located at 2671 San Angelo Street, Ingleside, Texas.

The Public Hearings are assembled to solicit comments from citizens and other interested parties concerning:

- **A City of Ingleside rezone of property generally known as Flint Hills Resources LLC and further described in the legal description below, from R-1 – Single Family Residential to I - Industrial**

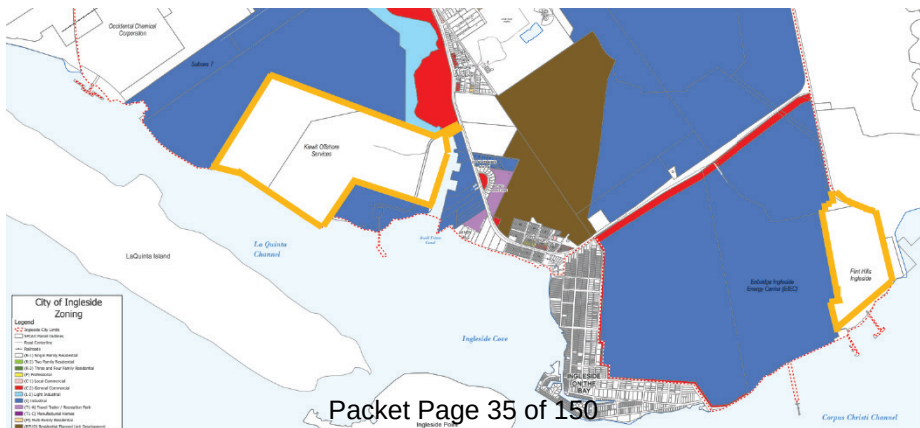
o 76.07 acres being part of Abstract 271 L V ZACHARIAS WM DOCKER Survey Number 1 and a 3.918-acre Tract III being part of LV ZACHARIAS Abstract 271

- **A City of Ingleside rezone of property generally known as Kiewit Offshore Services LTD and further described in the legal description below, from R-1 – Single Family Residential to I – Industrial**

o 21.559 acre portion of a 24.572 acre tract being part of abstract 295 TT WILLIAMSON Survey, 3.639 acres tract and a 7.194 acre portion of a 46.349 acres tract being part of abstract 292 and 295, a 207.188 acre portion of a 230.244 acre tract being part of abstract 292, 294, and 295 TT WILLIAMSON Survey, and a 129.571 acre portion of a 144.974 acre tract being part of abstract 292 and 294 TT WILLIAMSON Survey

The property is geographically shown on the provided map.

Public comments can be submitted prior to the public hearing by emailing phawkins@inglesidetx.gov. Any questions concerning this matter should be directed to **Bernard Rodriguez**, Director of Development Services at **361-776-3815** or brodriguez@inglesidetx.gov.



G&H TOWING COMPANY
PO DRAWER 2270
GALVESTON, TX 77553

SOUTH TEXAS GATEWAY
TERMINAL LLC
ATTN PROPERTY TAX
1201 LOUISIANA ST STE 330
HOUSTON, TX 77002

ENBRIDGE INGLESIDE OIL TERMINA
%PROPERTY TAX DEPARTMENT
5400 WESTHEIMER COURT
HOUSTON, TX 77056

ENBRIDGE INGLESIDE OIL
TERMINAL LLC
915 N ELDRIDGE PKWY STE 1100
HOUSTON, TX 77079

CITY COUNCIL AGENDA

Regular Meeting: July 22, 2025

AGENDA ITEM: 9

Public Hearing to consider a request to rezone real property located at approximately 2440 Kiewit Road, Ingleside, TX - generally bounded by Kiewit Drive at its intersection with FM 1069 (Main Street) on the east, the La Quinta Channel shoreline on the south, and Subsea 7 operations on the north, and commonly known as Kiewit Offshore Services LTD - from R-1 (Single Family Residential District) to I (Industrial District), as further described in the legal description below:

21.559 acre portion of a 24.572 acre tract being part of abstract 295 TT WILLIAMSON Survey, 3.639 acres tract and a 7.194 acre portion of a 46.349 acres tract being part of abstract 292 and 295, a 207.188 acre portion of a 230.244 acre tract being part of abstract 292, 294, and 295 TT WILLIAMSON Survey, and a 129.571 acre portion of a 144.974 acre tract being part of abstract 292 and 294 TT WILLIAMSON Survey.

SUBMITTED BY: Bernard Rodriguez, Director of Development Services

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

City-initiated rezoning of approximately 369.151 acres from (R-1) Single Family Residential District to (I) Industrial District is requested in order to be in compliance with the City of Ingleside Code of Ordinance.

Staff mailed out a Public Hearing Notice to eight (8) property owners, within a 400-foot radius, on Wednesday, June 25, 2025, and received no comments in favor or against the request at the time this report was prepared. Notice of this public hearing was published in the Ingleside Index on Thursday, June 19, 2025. On July 07, 2025 the Planning and Zoning Commission held a Public Hearing and no comments in favor or against the request were made.

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Public Hearing Only.

ATTACHMENTS:

1. Kiewit Offshore Services Notice (1)

NOTICE OF PUBLIC HEARING

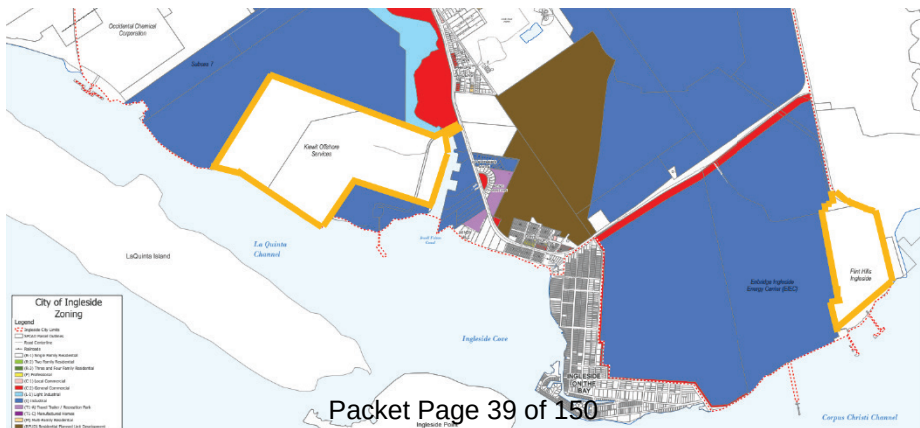
In accordance with the provisions of the City of Ingleside Code of Ordinances and the Texas State statutes, notice is hereby given that a public hearing will be held before the Planning and Zoning Commission on **Monday, July 7, 2025 at 6:00 p.m.** and the City Council of the City of Ingleside on **Tuesday, July 22, 2025 at 6:30 p.m.** Both hearings will be held at the City of Ingleside City Hall, located at 2671 San Angelo Street, Ingleside, Texas.

The Public Hearings are assembled to solicit comments from citizens and other interested parties concerning:

- **A City of Ingleside rezone of property generally known as Flint Hills Resources LLC and further described in the legal description below, from R-1 – Single Family Residential to I – Industrial**
 - 76.07 acres being part of Abstract 271 L V ZACHARIAS WM DOCKER Survey Number 1 and a 3.918-acre Tract III being part of LV ZACHARIAS Abstract 271
- **A City of Ingleside rezone of property generally known as Kiewit Offshore Services LTD and further described in the legal description below, from R-1 – Single Family Residential to I – Industrial**
 - 21.559 acre portion of a 24.572 acre tract being part of abstract 295 TT WILLIAMSON Survey, 3.639 acres tract and a 7.194 acre portion of a 46.349 acres tract being part of abstract 292 and 295, a 207.188 acre portion of a 230.244 acre tract being part of abstract 292, 294, and 295 TT WILLIAMSON Survey, and a 129.571 acre portion of a 144.974 acre tract being part of abstract 292 and 294 TT WILLIAMSON Survey

The property is geographically shown on the provided map.

Public comments can be submitted prior to the public hearing by emailing phawkins@inglesidetx.gov. Any questions concerning this matter should be directed to **Bernard Rodriguez**, Director of Development Services at **361-776-3815** or brodriguez@inglesidetx.gov.



KIEWIT OFFSHORE SERVICES LTD
%PROPERTY TAX DEPARTMENT
2440 KIEWIT RD
INGLESIDE, TX 78362

KIEWIT OFFSHORE SERVICES LTD
ATTN: REAL ESTATE DEPARTMENT
1550 MIKE FAHEY ST
OMAHA, NE 68102

PORT OF CORPUS CHRISTI
AUTHORITY OF NUECES COUNTY
TX
400 HARBOR DR
CORPUS CHRISTI, TX 78401

CHANNEL INVESTMENTS LTD
%KENNETH & BRENDA BERRY
PO BOX 868
CORPUS CHRISTI, TX 78403

NORTHSHORE BOAT WORKS INC
PO BOX 907
INGLESIDE, TX 78362

LOST LAKE PROPERTIES
1640 I-10 EAST FRWY
CHANNELVIEW, TX 77530

VALLS WILDCAT II LLC
PO BOX 2505
CORPUS CHRISTI, TX 78403

SIGNET MARITIME CORPORATION
PROPERTY TAX DEPT
1500 MAIN STREET
INGLESIDE, TX 78362

CITY COUNCIL AGENDA

Regular Meeting: July 22, 2025

AGENDA ITEM: 10

Deliberate and take appropriate action on the first reading of an Ordinance to change the zoning of real property legally described below and located at approximately 103 FM 1069, Ingleside, TX - generally bounded by FM 1069 to the north and east, the Enbridge Ingleside Energy Center to the west, and the Corpus Christi Channel shoreline to the south, commonly known as Flint Hills Resources LLC - from R-1 (Single Family Residential District) to I (Industrial District), and including provisions for the effective date, reading, severance, and publication of the Ordinance:

76.07 acres being part of Abstract 271 L V ZACHARIAS WM DOCKER Survey Number 1 and a 3.918-acre Tract III being part of LV ZACHARIAS Abstract 271.

SUBMITTED BY: Bernard Rodriguez, Director of Development Services

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The city-initiated rezoning of a 76.07 acre tract from the current zone of (R-1) Single Family Residential District to (I) Industrial District is requested to conform with the City of Ingleside Code of Ordinance. Furthermore, the City Council, at its regular scheduled meeting on January 14, 2025, directed city staff to begin the process of re-zoning tracts or property annexed into the City of Ingleside from temporary residential zoning in accordance with the City of Ingleside Comprehensive Plan.

The subject tract of land is currently occupied by Flint Hills Resources Corpus Christi, LLC operations. The subject property was designated as an Industrial Development Area by the City of Ingleside through adoption of Ordinance No. 537 in 1992.

The official zoning map classifies the property surrounding the subject tract as I-Industrial District. The Future Land Use map designates the subject tract and property surrounding the subject tract as Heavy Industrial (HI) District. Please note that the (HI) Heavy Industrial District designation was omitted from the official code of ordinance. However, due to the existing use of the property and zoning of adjacent properties, an (I) Industrial District zone designation is most suitable.

FISCAL ANALYSIS:

N/A

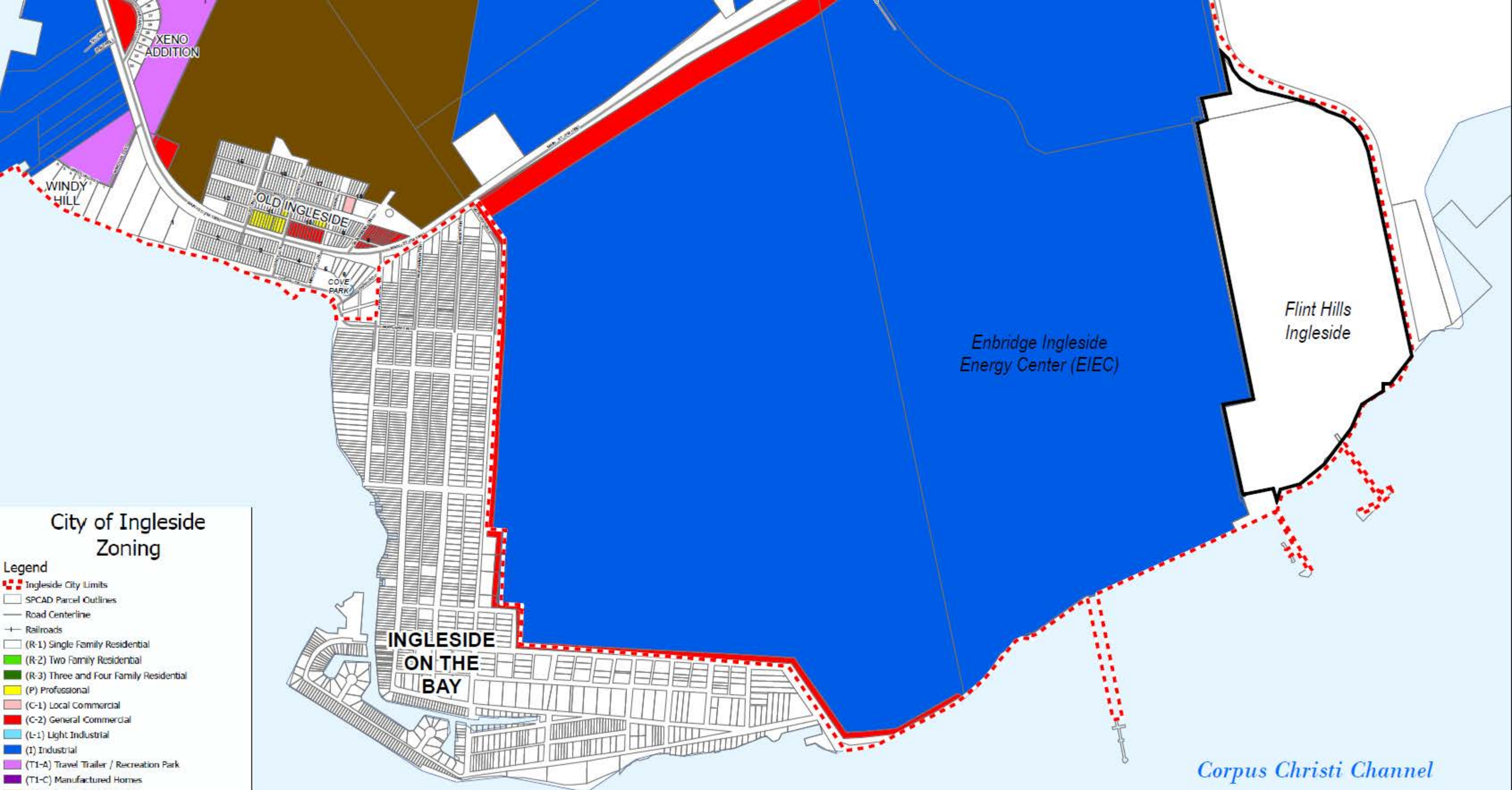
RECOMMENDATION:

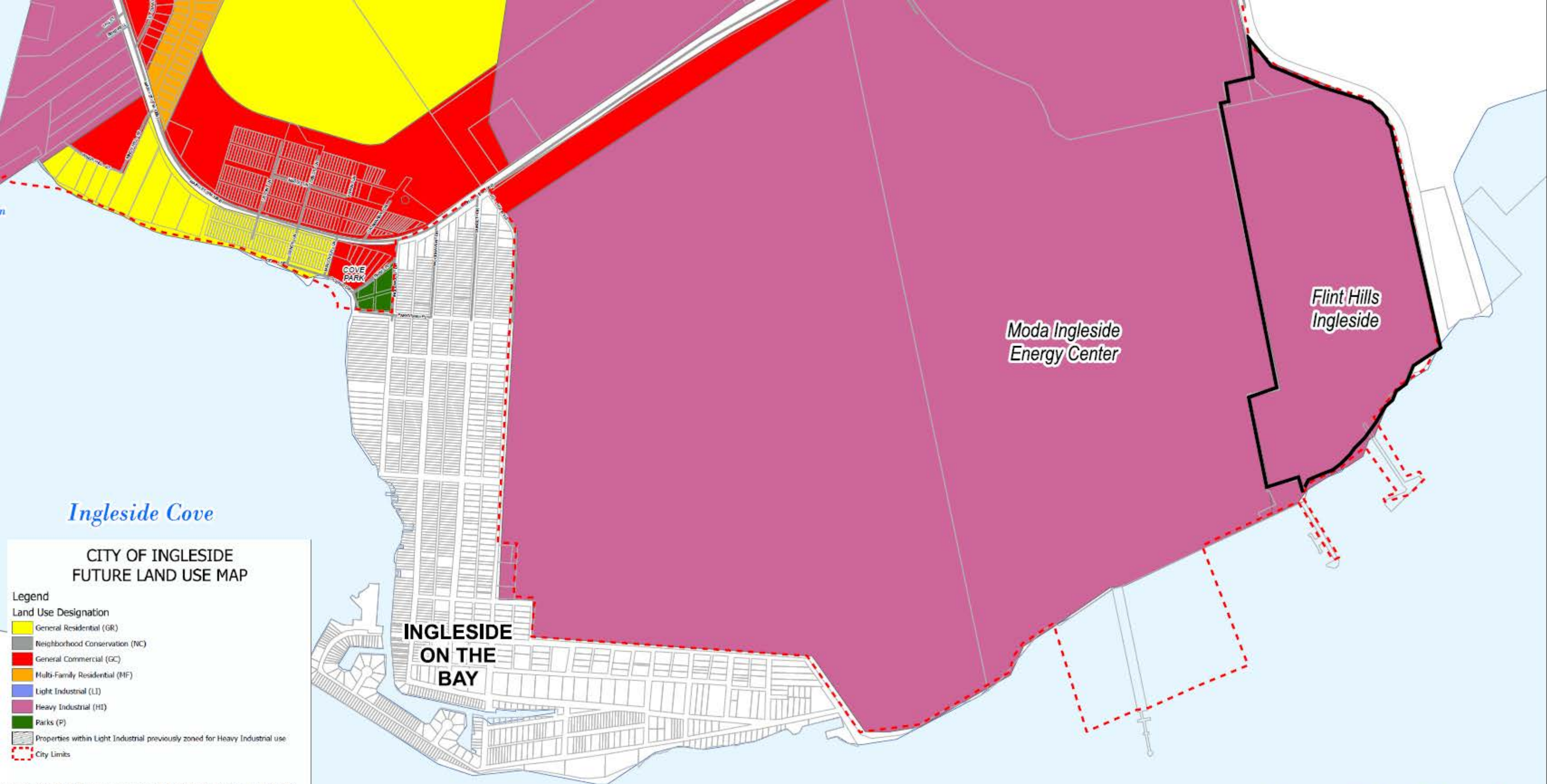
Staff recommends approval of the city-initiated rezoning from R-1 - Single Family Residential District to I - Industrial District based on adjacent zoning districts and Future Land Use map. If approved, any future development will need to comply with all requirements during the permitting process, including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

On July 07, 2025, the Planning & Zoning Commission recommended approval with all present voting in favor of the rezoning request.

ATTACHMENTS:

1. Current Zoning Flint Hills
2. Future Land Use Flint Hills
3. City Code DIVISION_14.____I_INDUSTRIAL_DISTRICT
4. Flint Hills Rezone - Voting Record_Signed
5. Flint Hills Rezoning - Ordinance v3





Ingleside Cove

**CITY OF INGLESIDE
FUTURE LAND USE MAP**

- Legend**
- Land Use Designation**
- General Residential (GR)
 - Neighborhood Conservation (NC)
 - General Commercial (GC)
 - Multi-Family Residential (MF)
 - Light Industrial (LI)
 - Heavy Industrial (HI)
 - Parks (P)
 - Properties within Light Industrial previously zoned for Heavy Industrial use
 - City Limits

NOTE: A COMPREHENSIVE PLAN SHALL NOTE CONSTITUTE ZONING REGULATIONS OR ESTABLISHED ZONING DISTRICT BOUNDARIES

DIVISION 14. I INDUSTRIAL DISTRICT

Sec. 78-266. Permitted uses.

The I industrial district provides for industrial operations of all types, except that certain potentially hazardous industries are permitted only after public hearing and review to ensure protection of the public interest and surrounding property and persons. A building or premises shall be used only for the following purposes:

- (1) Any use permitted in the L-1 light industrial district, except residential uses.
- (2) Dwellings or mobile homes for resident watchmen and caretakers employed on the premises.
- (3) Reserved.
- (4) The following listed uses (and any similar industrial uses which are not likely to create any more offensive noise, vibration, dust, heat, smoke, odor, glare, or other objectionable influences than the amount normally resulting from the uses listed in this subsection) including the manufacture, compounding, processing, packaging, or treatment of the following products or similar products, but excluding any use described under section 78-267:
 - a. Chemicals, petroleum, coal, and allied products, as follows:
 - Adhesives.
 - Alcohol, industrial.
 - Bleaching products.
 - Bluing.
 - Calimine.
 - Candle.
 - Cleaning and polishing preparations (nonsoap), dressings, and blackings.
 - Dye-stuff.
 - Essential oils.
 - Fertilizer (nonorganic).
 - Fuel briquettes.
 - Glue and size (vegetable).
 - Ink manufacture from primary raw materials, including colors and pigments.
 - Soap and soap products.
 - b. Clay, stone and glass products, as follows:
 - Abrasive and wheels, stones, paper, cloth, and related products.
 - Brick, fire brick and clay products.
 - Concrete central mixing and proportioning plant.

-
- Glass and glass products.
 - Graphite and graphite products.
 - Monument and architectural stone.
 - Pottery and porcelain products (coal fired).
 - Refractories (other than coal fired).
 - Sand-lime products.
 - Stone products.
 - Wallboard and plaster, building, insulation, and composition flooring.
 - c. Foods and beverages, as follows:
 - Casein.
 - Cider and vinegar.
 - Distilleries (alcoholic), breweries, and alcoholic spirits (nonindustrial) limited to brew pubs which manufacture beer on premises for retail sale and consumption on premises only.
 - Flour, feed and grain milling storage limited to end user manufacturer and retail/wholesale sales.
 - Molasses.
 - Oils, shortenings, and fats (edible) and storage.
 - Pickles, vegetable relish, and sauces.
 - Rice cleaning and polishing.
 - Sauerkraut.
 - Sugar refining.
 - d. Metal and metal products, as follows:
 - Boiler manufacture, other than welded.
 - Brass and bronze foundries.
 - Forge plant, pneumatic, drop and forging hammering.
 - Plating (hot dip), except chrome plating.
 - Locomotive and railroad car building and repair.
 - Motor testing (internal combustion motors).
 - Ore dumps and elevators.
 - Structural iron and steel fabrication.
 - Wire rope and cable.
 - e. Textile, fibers and bedding, as follows:
 - Bleachery.
 - Cotton wadding and linter.
 - Hair and felt products, washing, curing, dyeing.

Jute, hemp, and sisal products.

Linoleum and other hard surface floor covering, except wood.

Nylon.

Oilcloth, oil treated products and artificial leather.

Rayon.

Shoddy.

Wool pulling or scouring.

f. Wood and paper products, as follows:

Excelsior.

Paper and paperboard (from paper machines only).

Sawmill, including cooperage stock mill.

Wallboard.

g. Unclassified industries, as follows:

Rubber, natural or synthetic, gutta-percha, chicle, and balata process.

Rubber tire and tube.

Shell grinding.

h. Unclassified uses, as follows:

Airports and landing fields.

Bag cleaning.

Boat manufacture.

Coal pocket.

Oil, vegetable and animal (nonedible) and storage.

Paint, lacquer, shellac, and varnish, including colors and pigments, thinners, and removers.

Railroad switching and classification yard, roundhouse, repair and overhaul shops.

Roofing materials, building paper, and felt, including asphalt and composition.

Salt tanning materials and allied products.

Shipyard, and accessory buildings and uses which may include temporary dwellings for the crews of ships which are in the yard for repairs which render the ship uninhabitable, provided that the members of said crews shall live in the buildings only while repair work is in progress and for the period of time repair work renders the ship uninhabitable by said crews.

Tar products, except distillation.

(5) Accessory buildings and uses customarily incidental to those in this section.

(Ord. No. 2023-27, § 1, 12-12-23)

Sec. 78-267. Intensive uses.

For uses not enumerated in the industrial district section, a special use permit shall be required in addition to the industrial district zoning. The application shall be submitted to the administrative officer a minimum of 20 days prior submission to the city council and shall include the items listed in Division 4 of this chapter as well as:

- (1) The applicant's name, mailing address and telephone numbers.
- (2) The names, mailing addresses and telephone numbers of the owners of the property which is the subject of the application.
- (3) The legal description of the property which is the subject of the application.
- (4) A description of the proposed uses, approval of which is sought; a description of hazards, such as fire, explosion, noise, vibration, dust, or the emission of smoke, odor, or toxic substances, accompanying the proposed use.
- (5) A description of all safeguards proposed to protect the surrounding property and persons from hazards accompanying the proposed use.
- (6) A site plan showing the location of all improvements, landscaping, yard areas, sight and/or noise barriers, existing and planned, on the subject property.

The city council shall not permit such buildings, structures, or uses unless they find that the public health, safety, morals, and general welfare of the city will be properly protected, and that necessary safeguards will be provided for the protection of surrounding property and persons from hazards, such as fire, explosion, noise, vibration, dust, or the emission of smoke, odor, or toxic substances, accompanying the proposed use. The city council may, as part of its decision, impose such conditions and safeguards as are reasonable or necessary in its opinion to protect surrounding property and persons from such hazards, including, by way of illustration and not limitation, the creation of transitional zoning district areas between the subject property and the surrounding properties, setback and yard area requirements exceeding the minimum requirements otherwise applicable, structure height restrictions more restrictive than the requirements otherwise applicable, noise, sound and sight barriers and landscape treatments.

(Ord. No. 2023-27, § 1, 12-12-23)

Sec. 78-268. Height and area regulations.

Height and area requirements for an I industrial district can be found in division 2, article V of this chapter, and, in addition, the following regulations shall apply:

- (1) Whenever any building or structure in the I industrial district adjoins or abuts upon a residence district, such building or structure shall not exceed 50 feet in height unless set back one foot from all required yard lines abutting such residential district for each foot of additional height above 50 feet.
- (2) No part of any building or accessory structures shall be located closer than 100 feet to any residential boundary or within 35 feet of any street line.
- (3) The aggregate area covered by a building shall not exceed 50 percent of the entire area of the lot.

(Ord. No. 2023-27, § 1, 12-12-23)

Sec. 78-269. Parking and loading regulations.

Parking and loading regulations for an I industrial district can be found in division 3, article V of this chapter. Employee parking spaces shall be provided on the ratio of at least one for each 400 square feet of floor area in each building used for offices or similar purposes, and in the ratio of at least one space for each 600 square feet of floor area in each building used for manufacturing or similar purposes or one space for each two employees, whichever is greater.

(Ord. No. 2023-27, § 1, 12-12-23)

Secs. 78-270—78-280. Reserved.

**PLANNING & ZONING VOTING RECORD
& ATTENDANCE RECORD**

DATE: 07/07/2025

NO. 669A

			DESCRIPTION
THIS APPLICATION <u> </u> REQUIRES X DOES NOT REQUIRE A SUPER MAJORITY VOTE BY CITY COUNCIL.	P R E S E N T O R A B S E N T	V O T E	DELIBERATE AND TAKE APPROPRIATE ACTION ON A CITY OF INGLESIDE REZONE OF PROPERTY GENERALLY KNOWN AS FLINT HILLS RESOURCES LLC AND FURTHER DESCRIBED IN THE LEGAL DESCRIPTION BELOW, FROM R-1 – SINGLE FAMILY RESIDENTIAL TO I - INDUSTRIAL O 76.07 ACRES BEING PART OF ABSTRACT 271 L V ZACHARIAS WM DOCKER SURVEY NUMBER 1 AND A 3.918-ACRE TRACT III BEING PART OF LV ZACHARIAS ABSTRACT 271
ALAN BEAUBIEN (Place #1 - 12/31/25) 2 ND Term	P	Y	<u>PUBLIC HEARING NOTES</u> At 6:01 p.m. Chairman Wilson convened the Planning and Zoning Commission into a Public Hearing.
JACOB LOPEZ (Place #2 - 12/31/25) 1 ST Term	P	Y	Speaking For: None Speaking Against: None At 6:02 p.m. Chairman Wilson closed the Public Hearing and reconvened the Planning and Zoning Commission Meeting.
CONNOR BROWN (Place # 3 - 12/31/25) 2 ND Term	P	Y	There were no calls or letters of objection.
JEREMY LONG (Place #4 - 12/31/26) 1 st Term	P	Y	Motion: Commission Member Long made a motion to recommend to City Council approval of the City initiated request to rezone the property described above from R-1 – Single Family Residential to I – Industrial. Commission Member Crumbley seconded the motion. Motion carried with all present voting in favor.
RICARDO TREVINO JR (Place # 5 - 12/31/26) 1 st Term	P	Y	
SARAH CRUMBLEY (Place #6 - 12/31/26) 1 ST Term	P	Y	 Chairman
CYNTHIA WILSON (Place #7 - 12/31/26) 2 ND Term	P	Y	<u>July 7, 2025</u> Date

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF INGLESIDE, TEXAS AMENDING THE OFFICIAL ZONING MAP BY CHANGING THE ZONING OF THE FOLLOWING REAL PROPERTY GENERALLY KNOWN AS FLINT HILLS RESOURCES LLC AND FURTHER DESCRIBED IN THE LEGAL DESCRIPTION BELOW, FROM ITS PRESENT ZONING OF R-1 (SINGLE FAMILY RESIDENTIAL) TO I (INDUSTRIAL) AND FURTHER PROVIDING FOR EFFECTIVE DATE, READING, SEVERANCE, AND PUBLICATION:

76.07 ACRES BEING PART OF ABSTRACT 271 L V ZACHARIAS WM DOCKER SURVEY NUMBER 1 AND A 3.918-ACRE TRACT III BEING PART OF LV ZACHARIAS ABSTRACT 271

WHEREAS, the City Council of the City Ingleside (“City Council”) has previously approved and adopted a Comprehensive Zoning Ordinance and Zoning Map of the City of Ingleside; and

WHEREAS, the City Council has previously created and appointed a Planning and Zoning Commission as authorized by the Texas Local Government Code; and,

WHEREAS, the Texas Local Government Code authorizes a municipality to adopt zoning districts after compliance with statutory notice provisions; and,

WHEREAS, application was made to rezone the following real property, 76.07 acres being part of Abstract 271 L V ZACHARIAS WM DOCKER Survey Number 1 and a 3.918-acre Tract III being part of LV ZACHARIAS Abstract 271; and,

WHEREAS, after complying with the statutory publication and notification requirements, on July 7, 2025, the Ingleside Planning and Zoning Commission (“Commission”) conducted a public hearing on the potential rezoning application and after considering the testimony and evidence, has provided a recommendation to the City Council on the rezoning of said lots; and,

WHEREAS, after hearing and considering the application, the recommendation of the Commission, the present zoning and use of each of the properties in the surrounding area, the comprehensive master plan of the city, the future development of the city as a whole, and other relevant factors, the City Council is of the opinion and finds that it is in the best interest of the public health, safety, and welfare of the city to rezone this property, that the rezoning effected by this ordinance is in compliance with the Comprehensive Master Plan, that changing the zoning of the aforesaid property would not be detrimental to the public health, safety, or general welfare, and will, in fact, promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Ingleside, and as well, the owners and occupants of the property, and the City generally.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF INGLESIDE, COUNTY OF SAN PATRICIO, STATE OF TEXAS:

Section 1. Zoning Change. The zoning classification of the real property shown in Exhibit A,

generally located at 103 FM 1069, Ingleside, Texas, and generally described as being bounded by FM 1069 to the north and east, the Enbridge Ingleside Energy Center to the west, and the shoreline of the Corpus Christi Channel to the south, and as legally described below, is hereby changed from R-1 (Single-Family Residential) to I (Industrial).

76.07 ACRES BEING PART OF ABSTRACT 271 L V ZACHARIAS WM DOCKER SURVEY NUMBER 1 AND A 3.918-ACRE TRACT III BEING PART OF LV ZACHARIAS ABSTRACT 271

Section 2. Zoning Map. It is directed that the official zoning map of the city be changed to reflect the zoning classification change, rezoning, effected by this ordinance.

Section 3. Effective Date. As provided by Article III, Section 3.11C of the Charter of the City of Ingleside, this ordinance shall be effective upon adoption and, in addition, if any penalty, fine or forfeiture is imposed by this ordinance, then this ordinance shall be effective only after publication of this ordinance in its entirety or in summary form once in the official newspaper of the City of Ingleside.

Section 4. Reading. As provided by Article III, Section 3.11.B of the Charter of the City of Ingleside, this ordinance, or the caption of it shall be read at two City Council meetings with at least two weeks elapsing between each reading.

Section 5. Severance. If any part of this ordinance is invalid or void or is declared to be so, then said part shall be severed from the balance of this ordinance and said invalidity shall not affect the balance of this ordinance, the balance of the ordinance to be read as if said invalid or void portion thereof were not included.

Section 6. Publication. As provided by Article III, Section 3.11C, this ordinance shall be published one time in the official newspaper of the City of Ingleside, San Patricio County, Texas, which publication shall contain the caption of this ordinance stating in substance the purposes of same.

PASSED, ORDAINED, APPROVED AND ADOPTED this ____ day of _____ 2025
by ____ (ayes) to ____ (nays) with ____ abstentions by a vote of the City Council of the City of Ingleside.

CITY OF INGLESIDE, TEXAS

Pedro Oscar Adame, Mayor

ATTEST:

Jana Stork, City Secretary

First Reading: July 22, 2025

Second Reading: _____

DRAFT

Exhibit A

DRAFT

CITY COUNCIL AGENDA

Regular Meeting: July 22, 2025

AGENDA ITEM: 11

Deliberate and take appropriate action on the first reading of an Ordinance to change the zoning of real property legally described below and located at approximately 2440 Kiewit Road, Ingleside, TX - generally bounded by Kiewit Drive at its intersection with FM 1069 (Main Street) to the east, the La Quinta Channel shoreline to the south, and Subsea 7 operations to the north, commonly known as Kiewit Offshore Services LTD – from R-1 (Single Family Residential District) to I (Industrial District), and including provisions for the effective date, reading, severance, and publication of the Ordinance:

21.559 acre portion of a 24.572 acre tract being part of abstract 295 TT WILLIAMSON Survey, 3.639 acres tract and a 7.194 acre portion of a 46.349 acres tract being part of abstract 292 and 295, a 207.188 acre portion of a 230.244 acre tract being part of abstract 292, 294, and 295 TT WILLIAMSON Survey, and a 129.571 acre portion of a 144.974 acre tract being part of abstract 292 and 294 TT WILLIAMSON Survey.

SUBMITTED BY: Bernard Rodriguez, Director of Development Services

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The city-initiated rezoning of approximately 369.151 acres from the current zone of (R-1) Single Family Residential District to (I) Industrial District is requested to conform with the City of Ingleside ordinance Chapter 78 Zoning – Section 78-119 – Newly annexed area: All territory annexed to the city shall be temporarily classified as R-1 Single Family Residential district, until permanently zoned by the city council. Furthermore, the City Council, at its regular scheduled meeting on January 14, 2025, directed city staff to begin the process of re-zoning tracts or property annexed into the City of Ingleside from temporary residential zoning in accordance with the City of Ingleside Comprehensive Plan.

The subject tract of land is currently occupied by Kiewit Offshore Services operations. The subject property was annexed by the City of Ingleside by adoption of Ordinance No. 2015-24.

The official zoning map classifies the property surrounding the subject tract as I-Industrial District. The Future Land Use map designates the subject tract and property surrounding the subject tract as Heavy Industrial (HI) District. Please note that the (HI) Heavy Industrial District designation was omitted from the official code of ordinance. However, due to the existing use of the property and zoning of adjacent properties, an (I) Industrial District zone designation is most suitable.

FISCAL ANALYSIS:

N/A

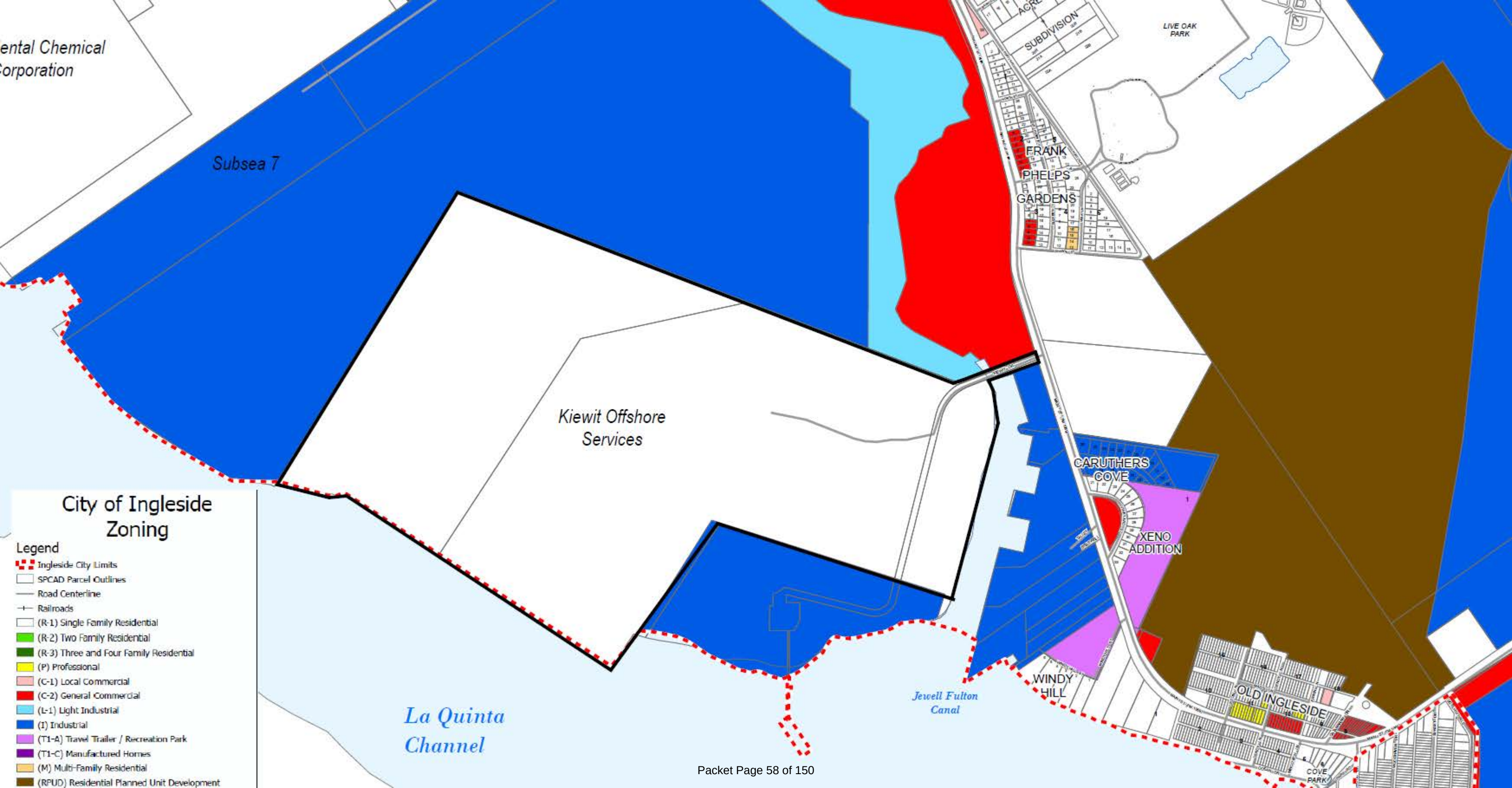
RECOMMENDATION:

Staff recommends approval of the city-initiated rezoning from R-1 - Single Family Residential District to I - Industrial District based on adjacent zoning districts and Future Land Use map. If approved, any future development will need to comply with all requirements during the permitting process, including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

On July 07, 2025, the Planning & Zoning Commission recommended approval with all present voting in favor of the rezoning request.

ATTACHMENTS:

1. Current Zoning Kiewit
2. Future Land Use Kiewit
3. City Code DIVISION_14.____I_INDUSTRIAL_DISTRICT
4. Kiewit Rezone - Voting Record_Signed
5. Kiewit Rezoning - Ordinance v3



Subsea 7

Kiewit Offshore
Services

La Quinta
Channel

Jewell Fulton
Canal

FRANK
PHELPS
GARDENS

LIVE OAK
PARK

CARUTHERS
COVE

XENO
ADDITION

WINDY
HILL

OLD INGLESIDE

COVE
PARK

City of Ingleside Zoning

Legend

- Ingleside City Limits
- SPCAD Parcel Outlines
- Road Centerline
- Railroads
- (R-1) Single Family Residential
- (R-2) Two Family Residential
- (R-3) Three and Four Family Residential
- (P) Professional
- (C-1) Local Commercial
- (C-2) General Commercial
- (L-1) Light Industrial
- (I) Industrial
- (T1-A) Travel Trailer / Recreation Park
- (T1-C) Manufactured Homes
- (M) Multi-Family Residential
- (RPUD) Residential Planned Unit Development

Occidental Chemical
Corporation

LIVE OAK
PARK

Kiewit Offshore
Services

CITY OF INGLESIDE FUTURE LAND USE MAP

Legend

Land Use Designation

- General Residential (GR)
- Neighborhood Conservation (NC)
- General Commercial (GC)
- Multi-Family Residential (MF)
- Light Industrial (LI)
- Heavy Industrial (HI)
- Parks (P)
- Properties within Light Industrial previously zoned for Heavy Industrial use
- City Limits

NOTE: A COMPREHENSIVE PLAN SHALL NOTE CONSTITUTE ZONING REGULATIONS
OR ESTABLISHED ZONING DISTRICT BOUNDARIES

Jewell Fulton
Canal

DIVISION 14. I INDUSTRIAL DISTRICT

Sec. 78-266. Permitted uses.

The I industrial district provides for industrial operations of all types, except that certain potentially hazardous industries are permitted only after public hearing and review to ensure protection of the public interest and surrounding property and persons. A building or premises shall be used only for the following purposes:

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- (4) The following listed uses (and any similar industrial uses which are not likely to create any more offensive noise, vibration, dust, heat, smoke, odor, glare, or other objectionable influences than the amount normally resulting from the uses listed in this subsection) including the manufacture, compounding, processing, packaging, or treatment of the following products or similar products, but excluding any use described under section 78-267:
 - a. Chemicals, petroleum, coal, and allied products, as follows:
 - Adhesives.
 - Alcohol, industrial.
 - Bleaching products.
 - Bluing.
 - Calimine.
 - Candle.
 - Cleaning and polishing preparations (nonsoap), dressings, and blackings.
 - Dye-stuff.
 - Essential oils.
 - Fertilizer (nonorganic).
 - Fuel briquettes.
 - Glue and size (vegetable).
 - Ink manufacture from primary raw materials, including colors and pigments.
 - Soap and soap products.
 - b. Clay, stone and glass products, as follows:
 - Abrasive and wheels, stones, paper, cloth, and related products.
 - Brick, fire brick and clay products.
 - Concrete central mixing and proportioning plant.

-
- Glass and glass products.
 - Graphite and graphite products.
 - Monument and architectural stone.
 - Pottery and porcelain products (coal fired).
 - Refractories (other than coal fired).
 - Sand-lime products.
 - Stone products.
 - Wallboard and plaster, building, insulation, and composition flooring.
 - c. Foods and beverages, as follows:
 - Casein.
 - Cider and vinegar.
 - Distilleries (alcoholic), breweries, and alcoholic spirits (nonindustrial) limited to brew pubs which manufacture beer on premises for retail sale and consumption on premises only.
 - Flour, feed and grain milling storage limited to end user manufacturer and retail/wholesale sales.
 - Molasses.
 - Oils, shortenings, and fats (edible) and storage.
 - Pickles, vegetable relish, and sauces.
 - Rice cleaning and polishing.
 - Sauerkraut.
 - Sugar refining.
 - d. Metal and metal products, as follows:
 - Boiler manufacture, other than welded.
 - Brass and bronze foundries.
 - Forge plant, pneumatic, drop and forging hammering.
 - Plating (hot dip), except chrome plating.
 - Locomotive and railroad car building and repair.
 - Motor testing (internal combustion motors).
 - Ore dumps and elevators.
 - Structural iron and steel fabrication.
 - Wire rope and cable.
 - e. Textile, fibers and bedding, as follows:
 - Bleachery.
 - Cotton wadding and linter.
 - Hair and felt products, washing, curing, dyeing.

Jute, hemp, and sisal products.

Linoleum and other hard surface floor covering, except wood.

Nylon.

Oilcloth, oil treated products and artificial leather.

Rayon.

Shoddy.

Wool pulling or scouring.

f. Wood and paper products, as follows:

Excelsior.

Paper and paperboard (from paper machines only).

Sawmill, including cooperage stock mill.

Wallboard.

g. Unclassified industries, as follows:

Rubber, natural or synthetic, gutta-percha, chicle, and balata process.

Rubber tire and tube.

Shell grinding.

h. Unclassified uses, as follows:

Airports and landing fields.

Bag cleaning.

Boat manufacture.

Coal pocket.

Oil, vegetable and animal (nonedible) and storage.

Paint, lacquer, shellac, and varnish, including colors and pigments, thinners, and removers.

Railroad switching and classification yard, roundhouse, repair and overhaul shops.

Roofing materials, building paper, and felt, including asphalt and composition.

Salt tanning materials and allied products.

Shipyards, and accessory buildings and uses which may include temporary dwellings for the crews of ships which are in the yard for repairs which render the ship uninhabitable, provided that the members of said crews shall live in the buildings only while repair work is in progress and for the period of time repair work renders the ship uninhabitable by said crews.

Tar products, except distillation.

(5) Accessory buildings and uses customarily incidental to those in this section.

(Ord. No. 2023-27, § 1, 12-12-23)

Sec. 78-267. Intensive uses.

For uses not enumerated in the industrial district section, a special use permit shall be required in addition to the industrial district zoning. The application shall be submitted to the administrative officer a minimum of 20 days prior submission to the city council and shall include the items listed in Division 4 of this chapter as well as:

- (1) The applicant's name, mailing address and telephone numbers.
- (2) The names, mailing addresses and telephone numbers of the owners of the property which is the subject of the application.
- (3) The legal description of the property which is the subject of the application.
- (4) A description of the proposed uses, approval of which is sought; a description of hazards, such as fire, explosion, noise, vibration, dust, or the emission of smoke, odor, or toxic substances, accompanying the proposed use.
- (5) A description of all safeguards proposed to protect the surrounding property and persons from hazards accompanying the proposed use.
- (6) A site plan showing the location of all improvements, landscaping, yard areas, sight and/or noise barriers, existing and planned, on the subject property.

The city council shall not permit such buildings, structures, or uses unless they find that the public health, safety, morals, and general welfare of the city will be properly protected, and that necessary safeguards will be provided for the protection of surrounding property and persons from hazards, such as fire, explosion, noise, vibration, dust, or the emission of smoke, odor, or toxic substances, accompanying the proposed use. The city council may, as part of its decision, impose such conditions and safeguards as are reasonable or necessary in its opinion to protect surrounding property and persons from such hazards, including, by way of illustration and not limitation, the creation of transitional zoning district areas between the subject property and the surrounding properties, setback and yard area requirements exceeding the minimum requirements otherwise applicable, structure height restrictions more restrictive than the requirements otherwise applicable, noise, sound and sight barriers and landscape treatments.

(Ord. No. 2023-27, § 1, 12-12-23)

Sec. 78-268. Height and area regulations.

Height and area requirements for an I industrial district can be found in division 2, article V of this chapter, and, in addition, the following regulations shall apply:

- (1) Whenever any building or structure in the I industrial district adjoins or abuts upon a residence district, such building or structure shall not exceed 50 feet in height unless set back one foot from all required yard lines abutting such residential district for each foot of additional height above 50 feet.
- (2) No part of any building or accessory structures shall be located closer than 100 feet to any residential boundary or within 35 feet of any street line.
- (3) The aggregate area covered by a building shall not exceed 50 percent of the entire area of the lot.

(Ord. No. 2023-27, § 1, 12-12-23)

Sec. 78-269. Parking and loading regulations.

Parking and loading regulations for an I industrial district can be found in division 3, article V of this chapter. Employee parking spaces shall be provided on the ratio of at least one for each 400 square feet of floor area in each building used for offices or similar purposes, and in the ratio of at least one space for each 600 square feet of floor area in each building used for manufacturing or similar purposes or one space for each two employees, whichever is greater.

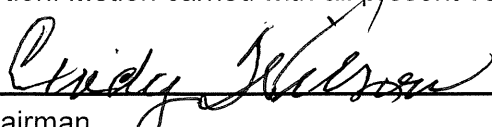
(Ord. No. 2023-27, § 1, 12-12-23)

Secs. 78-270—78-280. Reserved.

**PLANNING & ZONING VOTING RECORD
& ATTENDANCE RECORD**

DATE: 07/07/2025

NO. 669B

			DESCRIPTION
THIS APPLICATION <u> </u> REQUIRES <u>X</u> DOES NOT REQUIRE A SUPER MAJORITY VOTE BY CITY COUNCIL.	P R E S E N T O R A B S E N T	V O T E	DELIBERATE AND TAKE APPROPRIATE ACTION ON A CITY OF INGLESIDE REZONE OF PROPERTY GENERALLY KNOWN AS KIEWIT OFFSHORE SERVICES LTD AND FURTHER DESCRIBED IN THE LEGAL DESCRIPTION BELOW, FROM R-1 – SINGLE FAMILY RESIDENTIAL TO I – INDUSTRIAL O 21.559 ACRE PORTION OF A 24.572 ACRE TRACT BEING PART OF ABSTRACT 295 TT WILLIAMSON SURVEY, 3.639 ACRES TRACT AND A 7.194 ACRE PORTION OF A 46.349 ACRES TRACT BEING PART OF ABSTRACT 292 AND 295, A 207.188 ACRE PORTION OF A 230.244 ACRE TRACT BEING PART OF ABSTRACT 292, 294, AND 295 TT WILLIAMSON SURVEY, AND A 129.571 ACRE PORTION OF A 144.974 ACRE TRACT BEING PART OF ABSTRACT 292 AND 294 TT WILLIAMSON SURVEY
ALAN BEAUBIEN (Place #1 - 12/31/25) 2 ND Term	P	Y	<u>PUBLIC HEARING NOTES</u> At 6:03 p.m. Chairman Wilson convened the Planning and Zoning Commission into a Public Hearing.
JACOB LOPEZ (Place #2 - 12/31/25) 1 ST Term	P	Y	Speaking For: None Speaking Against: None At 6:04 p.m. Chairman Wilson closed the Public Hearing and reconvened the Planning and Zoning Commission Meeting.
CONNOR BROWN (Place # 3 - 12/31/25) 2 ND Term	P	Y	There were no calls or letters of objection.
JEREMY LONG (Place #4 - 12/31/26) 1 st Term	P	Y	Motion: Commission Member Beaubien made a motion to recommend to City Council approval of the City initiated request to rezone the property described above from R-1 – Single Family Residential to I – Industrial. Commission Member Long seconded the motion. Motion carried with all present voting in favor.
RICARDO TREVINO JR (Place # 5 - 12/31/26) 1 st Term	P	Y	 Chairman
SARAH CRUMBLEY (Place #6 - 12/31/26) 1 ST Term	P	Y	<u>July 7, 2025</u> Date
CYNTHIA WILSON (Place #7 - 12/31/26) 2 ND Term	P	Y	

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF INGLESIDE, TEXAS AMENDING THE OFFICIAL ZONING MAP BY CHANGING THE ZONING OF THE FOLLOWING REAL PROPERTY GENERALLY KNOWN AS KIEWIT OFFSHORE SERVICES LTD AND FURTHER DESCRIBED IN THE LEGAL DESCRIPTION BELOW, FROM ITS PRESENT ZONING OF R-1 (SINGLE FAMILY RESIDENTIAL) TO I (INDUSTRIAL) AND FURTHER PROVIDING FOR EFFECTIVE DATE, READING, SEVERANCE, AND PUBLICATION:

21.559 ACRE PORTION OF A 24.572 ACRE TRACT BEING PART OF ABSTRACT 295 TT WILLIAMSON SURVEY, 3.639 ACRES TRACT AND A 7.194 ACRE PORTION OF A 46.349 ACRES TRACT BEING PART OF ABSTRACT 292 AND 295, A 207.188 ACRE PORTION OF A 230.244 ACRE TRACT BEING PART OF ABSTRACT 292, 294, AND 295 TT WILLIAMSON SURVEY, AND A 129.571 ACRE PORTION OF A 144.974 ACRE TRACT BEING PART OF ABSTRACT 292 AND 294 TT WILLIAMSON SURVEY

WHEREAS, the City Council of the City Ingleside (“City Council”) has previously approved and adopted a Comprehensive Zoning Ordinance and Zoning Map of the City of Ingleside; and

WHEREAS, the City Council has previously created and appointed a Planning and Zoning Commission as authorized by the Texas Local Government Code; and,

WHEREAS, the Texas Local Government Code authorizes a municipality to adopt zoning districts after compliance with statutory notice provisions; and,

WHEREAS, application was made to rezone the following real property, 21.559 acre portion of a 24.572 acre tract being part of abstract 295 TT WILLIAMSON Survey, 3.639 acres tract and a 7.194 acre portion of a 46.349 acres tract being part of abstract 292 and 295, a 207.188 acre portion of a 230.244 acre tract being part of abstract 292, 294, and 295 TT WILLIAMSON Survey, and a 129.571 acre portion of a 144.974 acre tract being part of abstract 292 and 294 TT WILLIAMSON Survey; and

WHEREAS, after complying with the statutory publication and notification requirements, on July 7, 2025, the Ingleside Planning and Zoning Commission (“Commission”) conducted a public hearing on the potential rezoning application and after considering the testimony and evidence, has provided a recommendation to the City Council on the rezoning of said lots; and,

WHEREAS, after hearing and considering the application, the recommendation of the Commission, the present zoning and use of each of the properties in the surrounding area, the comprehensive master plan of the city, the future development of the city as a whole, and other relevant factors, the City Council is of the opinion and finds that it is in the best interest of the public health, safety, and welfare of the city to rezone this property, that the rezoning effected by this ordinance is in compliance with the Comprehensive Master Plan, that changing the zoning of the aforesaid property would not be detrimental to the public health, safety, or general welfare,

and will, in fact, promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Ingleside, and as well, the owners and occupants of the property, and the City generally.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF INGLESIDE, COUNTY OF SAN PATRICIO, STATE OF TEXAS:

Section 1. Zoning Change. The zoning classification of the real property shown in Exhibit A, generally located at 2440 Kiewit Road, Ingleside, Texas, and generally described as being bounded by Kiewit Road at its intersection with FM 1069 (Main Street) on the east, the shoreline of the La Quinta Channel on the south, and the Subsea 7 operations on the north, and as legally described below, is hereby changed from R-1 (Single-Family Residential) to I (Industrial).

21.559 ACRE PORTION OF A 24.572 ACRE TRACT BEING PART OF ABSTRACT 295 TT WILLIAMSON SURVEY, 3.639 ACRES TRACT AND A 7.194 ACRE PORTION OF A 46.349 ACRES TRACT BEING PART OF ABSTRACT 292 AND 295, A 207.188 ACRE PORTION OF A 230.244 ACRE TRACT BEING PART OF ABSTRACT 292, 294, AND 295 TT WILLIAMSON SURVEY, AND A 129.571 ACRE PORTION OF A 144.974 ACRE TRACT BEING PART OF ABSTRACT 292 AND 294 TT WILLIAMSON SURVEY

Section 2. Zoning Map. It is directed that the official zoning map of the city be changed to reflect the zoning classification change, rezoning, effected by this ordinance.

Section 3. Effective Date. As provided by Article III, Section 3.11C of the Charter of the City of Ingleside, this ordinance shall be effective upon adoption and, in addition, if any penalty, fine or forfeiture is imposed by this ordinance, then this ordinance shall be effective only after publication of this ordinance in its entirety or in summary form once in the official newspaper of the City of Ingleside.

Section 4. Reading. As provided by Article III, Section 3.11.B of the Charter of the City of Ingleside, this ordinance, or the caption of it shall be read at two City Council meetings with at least two weeks elapsing between each reading.

Section 5. Severance. If any part of this ordinance is invalid or void or is declared to be so, then said part shall be severed from the balance of this ordinance and said invalidity shall not affect the balance of this ordinance, the balance of the ordinance to be read as if said invalid or void portion thereof were not included.

Section 6. Publication. As provided by Article III, Section 3.11C, this ordinance shall be published one time in the official newspaper of the City of Ingleside, San Patricio County, Texas, which publication shall contain the caption of this ordinance stating in substance the purposes of same.

PASSED, ORDAINED, APPROVED AND ADOPTED this ____ day of _____ 2025
by ____ (ayes) to ____ (nays) with ____ abstentions by a vote of the City Council of the City of Ingleside.

CITY OF INGLESIDE, TEXAS

Pedro Oscar Adame, Mayor

ATTEST:

Jana Stork, City Secretary

First Reading: July 22, 2025

Second Reading: _____

DRAFT

Exhibit A

DRAFT

CITY COUNCIL AGENDA

Regular Meeting: July 22, 2025

AGENDA ITEM: 12

Deliberate and take appropriate action on authorizing the City Manager to enter into and to execute a contract with the firm Levy Dykema for the Feasibility Study for City Buildings.

SUBMITTED BY: Gary Paredez, Director of Infrastructure Services

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

Staff sent out an Request for Qualifications (RFQ) for engineering to evaluate the existing buildings, office and storage space, and to provide efficient service to customers. The RFQ was advertised on February 6th, 2025, and February 13th, 2025, and was publicly opened on March 19th, 2025. Levy Dykema is the only firm who submitted a response to the RFQ for the Feasibility Study addressing the needs of the City. The City has adequate land available if it is determined that additional office space is needed. The proposal submitted by Levy Dykema for this study is \$40,000 for the Master Plan / Concept Design and the Schematic Design is to be determined (TBD) upon the completion of a Master Plan. This portion of the project is currently estimated at \$65,000.

FISCAL ANALYSIS:

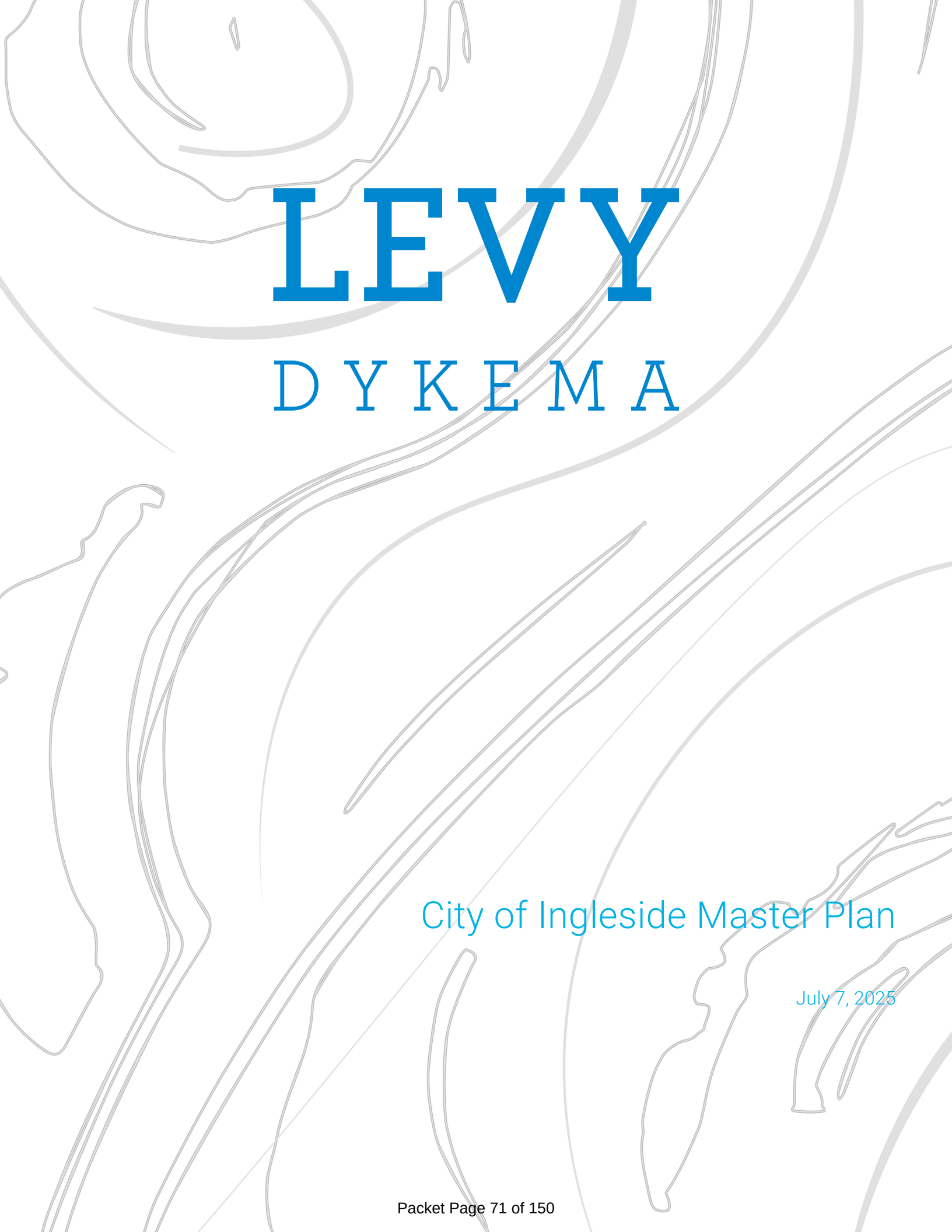
In the CIP FY 24-25 Budget, \$250,000.00 was set aside for this Feasibility Study. The estimated total contract cost is \$105,000.

RECOMMENDATION:

Staff recommends the City Council to authorize the City Manager to enter into and to execute a contract with the firm Levy Dykema for the Feasibility Study for City Buildings

ATTACHMENTS:

1. 20250707_City of Ingleside Master Plan R1 Proposal



LEVY

DYKEMA

City of Ingleside Master Plan

July 7, 2025

Proposal

Client Initials:

LEVY DYKEMA Initials:

SVL

I. Proposal Summary

A. Proposal Details

Project Name

City of Ingleside Master Plan

Date Submitted

July 7, 2025

Revision Number

1

B. Client Details

Company Name

City of Ingleside

Contact Person

Brenton B. Lewis / Gary Paredez

Position/Title

City Manager / Lead Maintenance Operations Manager

Contact Information

361-775-0109

C. The Project

LEVY DYKEMA proposes to provide Master Plan/Concept Design and Schematic Design Services for City of Ingleside. Spaces include: Animal Control, City Hall, City Hall Annex, Humble Community Center, Library, Municipal Court, (Public Safety) Police and Fire, and Public Works

The Proposal is based on and includes LEVY DYKEMA's Standard Terms and Conditions and terms and conditions contained in Attachment A incorporated herein by reference (together, "this Agreement"). By signing this Agreement or giving LEVY DYKEMA instructions to proceed with the Services, Client agrees to be bound by this Agreement.

D. Fee

LEVY DYKEMA proposes the following fee options for the Clients consideration:

Deliverables	Fee*
• Master Plan / Concept Design	\$40,000**
• Schematic Design	TBD on completion of Master Plan (Estimated, \$65,000)

*These fees are estimated values based on the limited information provided and the expectation of efficient Project implementation and coordination among other Project stakeholders. Fees are subject to change upon receipt of more specific Project information and/or the addition of Services. The Fee Proposal is based on the Project Schedule stated therein.

** This is an hourly estimate and may need to be revised once more program information is received.

- All fees are payable in US dollars and do not include expenses. For a detailed description of Services included within each fee option refer to section II. Scope of Services.

Proposal

Client Initials:

LEVY DYKEMA Initials:

SVL

E. Consultants

The Proposal is based on LEVY DYKEMA being engaged as Design Architect and Architect of Record, and all other consultants (Geotechnical, Civil, Landscape, Structural, MEP, Surveyor, Kitchen, Food Service, Acoustical, Audio/Visual, Security, Accessibility, Building envelope/waterproofing, Cost Consultant/Professional Cost Estimator, Third-Party Construction Inspection, and Construction Materials Engineering and Testing, etc.) either being engaged directly by Client or separately by LEVY DYKEMA (only where agreed by LEVY DYKEMA at its sole discretion), in which case the cost will be added as a Reimbursable Expense (defined below).

F. Hourly Charge-Out

The following hourly rates shall be used when a portion of LEVY DYKEMA's fee is to be charged on an hourly basis or if LEVY DYKEMA is requested to perform Additional Services (defined below). Hourly rates are subject to annual increase of 10% per annum.

Architecture	Hourly Rate	Interior Design	Hourly Rate
President	\$375	President	\$375
Sr. Principal	\$325	Sr. Principal	\$300
Principal	\$300	Studio Director	\$220
Studio Director	\$235	PID	\$185
Project Architect	\$205	Designer 3	\$165
Designer 3	\$185	Designer 2	\$145
Designer 2	\$165	Designer 1	\$125
Designer 1	\$145	Intern	\$95
Intern	\$95	Administration	\$75
Administration	\$75		

G. Expenses

Reimbursable Expenses plus taxes are billed at 1.10 x cost, payable in US dollars, and are in addition to LEVY DYKEMA's fee. They include actual expenditures made by LEVY DYKEMA in the interest of the Project, including but not limited to the following:

- Transportation expenses; out-of-town travel and room and board; plots; reproductions; postage; delivery; model building; 3D walkthroughs; photography; packaging; fees paid to any authorities having jurisdiction over the project (TDLR/TAS, City, County, State); fees incurred for the sole benefit of LEVY DYKEMA in consultation with its legal counsel (at its legal counsel's then current rates, without mark-up) for construction contract General Conditions consultation, lender consents, consent to Client's authorized assignment of this Agreement, any other document Client requests be executed after execution of this Agreement or notice to proceed, and/or negotiation of Client's separate preferred form of agreement.
- Consultant Fees are estimated values based on the limited information provided and are subject to change based on more specific project information.

Proposal

Client Initials:

LEVY DYKEMA Initials:

SVL

Consultant	Fee
• Civil	N/A
• Landscape	N/A
• Structural	N/A
• MEP	N/A

H. Terms of Payment

- Within ten (10) days after execution of this Agreement and prior to the commencement of Services, as consideration for LEVY DYKEMA placing this Project within its current schedule of projects, Client agrees to remit payment of the nonrefundable, irrevocable retainer of \$00.00 to LEVY DYKEMA. The retainer is held until, and applied to, the final Project invoice, with any excess returned to Client at the address stated herein.
- Monthly invoices are calculated as the portion of the Services completed and Reimbursable Expenses incurred in the prior month. Failure to invoice monthly does not waive the right to payment. Payments are due to LEVY DYKEMA within 28 days from the date of invoice.
- Interest on late payments will be charged at 18% per annum, or the maximum rate allowed by law if less, and Client will be responsible for all cost of collection, including but not limited to reasonable attorney’s fees, court costs, and collections agency costs. If payment is not received by the date due, LEVY DYKEMA may suspend or terminate performance of the Services without liability to Client.

Please remit all payments to:

LEVY DYKEMA, PLLC
(DBA: LEVY DYKEMA)
807 N Upper Broadway, Suite 101
Corpus Christi, TX 78401

Scope of Services

Client Initials:

LEVY DYKEMA Initials:

II. Scope of Services

Services expressly included in this Proposal are “Basic Services,” for which LEVY DYKEMA will be compensated per the terms of Proposal Summary Section I.D. Services not expressly included, or which are expressly excluded may be performed as, “Additional Services,” for additional compensation per Proposal Summary Section F.

A. Master Plan/Concept Design

A.1 Definition:

- This stage involves the preparation of conceptual design ideas that help develop the Client’s program requirements and goals. It includes the production of rough drawings of site plan, floor plans, elevations and sketches and/or renderings.

A.2 Tasks:

- Organize, attend and record project meetings with Client
- Confirm and develop Client program (scope of work and schedule)
- Obtain surveys: topographical, geographical, existing building and service surveys paid for by Client
- Receive design input from other consultants, if applicable
- Code analysis – confirm local statutory requirements and regulations
- Review laws, codes and regulations applicable to the Architect’s service; Consult with local authorities
- Preliminary Site analysis - identifying building constraints, easements and covenants, including parking calculations and preliminary elevation design concept, preliminary floor plans, prepare area calculations, review of alternative design approaches (construction type)
- Preliminary Zoning analysis – Develop the site layout incorporating zoning, easements, setbacks, and parking requirements
- Prepare conceptual design sketches and REVIT drafting, diagrams and other information to communicate the preliminary idea(s)
- Design review and presentation meeting

A.3 Deliverables:

- Building Description/Narrative
- Concept Material Imagery
- Preliminary Architectural Site Plan
- Preliminary Floor Plan(s), (Diagrammatic)

Scope of Services

Client Initials:

LEVY DYKEMA Initials:

B. Schematic Design

B.1 Definition

This stage involves the preparation of conceptual design ideas that help develop the Client's program requirements and goals. It includes the production of rough drawings of site plan, floor plans, elevations, and sketches and/or renderings.

B.2 Tasks

Programming

- Organize, attend, and record project meetings with Client
- Confirm and develop CLIENT's program
- Confirm and develop CLIENT's scope
- Confirm and develop CLIENT's schedule
- Review and establish Client's budget
- Perform Building Code Analysis
- Prepare PRELIMINARY design sketches and REVIT drafting, diagrams, and other information to communicate the preliminary idea(s)
- Demonstrate usable square footage through PRELIMINARY plans
- Commence with PRELIMINARY material selection
- Prepare design documents necessary for consultant coordination
- Advise and procure proposals on the need for consultant coordination
- Receive design input from other consultants (MEP, Structural, and/or Kitchen Consultant);
- Design review and presentation meeting
- Request Client to approve schematic drawings to proceed into Design Development Phase
- Request Client approval to set up preliminary plan review meeting with presiding jurisdiction

B.3 Deliverables:

- Building Description/Programming
- Architectural Site Plan
- Floor Plan(s)
- Concept Material Imagery
- Exterior Elevation(s)
- Building Section(s)
- SketchUp View(s)
- PRELIMINARY Code Summary
- Final Project Schedule

Scope of Services

Client Initials:

LEVY DYKEMA Initials:

C. Additional Services/Assumptions and Exclusions

C.1 All Services not expressly and specifically described within Basic Services are Additional Services to which the parties must agree in advance in writing, requiring additional time for performance and additional compensation, and subject to Hourly Charge-Out set forth in Proposal Summary Section I.F. Additional Services include, but are not limited to:

- Colored conceptual renderings during the design phase are included in the scope of services. However color photo-realistic renderings for marketing level distribution are not included in the basic services.
- Furniture, art & accessories budget and selection for pricing review, procurement, or installation
- Special Studies/Reports (e.g., Planning Tenant or Rental Spaces, etc.)
- Marketing
- Project Management
- Branding/Wayfinding
- Alternative Bid Details and Special Bid Documents
- Presiding jurisdiction fees (Plan Review, Permit, etc.)
- Americans with Disabilities Act (ADA) fees (Plan Review & Inspection)
- Designation or rating by Leadership in Energy and Environmental Design (LEED) Services, Austin Energy Green Building (AEGB)
- Meetings and other events beyond those expressly allotted within this Agreement.
- Building Owners Management Association (BOMA) calculations are an additional service.
- Representation, consultation, or assistance as an expert
- LEVY DYKEMA will invoice the following as Additional Services without the need for additional written authorization or agreement by Client: (i) Services not completed within the period allowed under the Project Schedule through no fault of LEVY DYKEMA; (ii) Services made necessary by laws, codes, and regulations enacted or revised after the date of this Agreement; (iii) Revisions/changes to Services for scope changes for any reason, including without limitation re-design based on new or different information, change in conditions, Project size and scope, quality, or Client's budget (both increase and decrease/value engineering); (iv) changes to Services necessitated by unknown or differing site conditions and conditions concealed by vegetation, structures, land features, or other obstacles of any kind; or (v) requests by Client for LEVY DYKEMA's attendance at meetings, site visits, and other events or tasks in excess of the type and number expressly provided in the Proposal.

C.2 Express assumptions upon which the Services and associated Fee are based:

- LEVY DYKEMA will reasonably rely on the accuracy and validity of all information provided by Client, the work of contractors and other third parties and services of other consultants, independent testing, government and quasi-governmental information and representations, and public records, is not expected to or required to validate or verify said information, and is not liable for same, even if incorporated into the Services.
- Client's contractor is knowledgeable regarding use and installation of specified methods and materials and LEVY DYKEMA shall not be liable for misinterpretation of Contract Documents, defects in or quality of the construction work, contractor's performance, or its means, methods, or safety precautions.

Scope of Services

Client Initials:

LEVY DYKEMA Initials:

- Client acknowledges natural materials selected for the Project may change in appearance and dimension following exposure to use or climatic conditions.
- LEVY DYKEMA shall not be required to certify to conditions it cannot independently verify or sign documents which in its sole discretion may change its responsibilities under this Agreement or increase its liability or risk.
- Client or its separate delegee is solely responsible for services not provided by LEVY DYKEMA and LEVY DYKEMA is not responsible for misinterpretation of the intent of the design, unauthorized modifications, and misuse of the Contract Documents or other work product.
- LEVY DYKEMA shall procure and maintain, at its sole cost and expense, commercial general liability insurance with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, covering bodily injury, property damage, personal injury, and contractual liability arising out of or related to the performance of this Agreement. The policy(ies) shall name the City of Ingleside, its officers, officials, employees, and agents as Additional Insureds with respect to liability arising out of the work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work. Such insurance shall be primary and non-contributory with respect to any insurance or self-insurance maintained by the City of Ingleside. LEVY DYKEMA shall provide the City with a valid Certificate of Insurance and a copy of the Additional Insured Endorsement prior to the commencement of any work or services under this Agreement. The Certificate shall indicate that coverage may not be canceled or modified without at least 30 days' prior written notice to the City of Ingleside. .
- The parties acknowledge that federal, state, and local laws, regulations, and rules, and program criteria will be subject to various and possibly contradictory interpretations. While LEVY DYKEMA will use reasonable professional efforts to interpret applicable requirements, it does not warrant or guarantee that Client's Project will comply with interpretations of all regulatory and other requirements as applied.
- LEVY DYKEMA's work product remains its sole property, and in exchange for full payment of Fees and reimbursable expenses provided under this Agreement, is licensed to Client only for the original construction of the Project and for no other purpose. Separate use and/or derivative use of the work product requires a separate contractual arrangement and is not included in the Fee. LEVY DYKEMA acknowledges that the CITY OF INGLESIDE as a municipal corporation of the State of Texas, is subject to the Texas Public Information Act, Chapter 552, Tex. Gov't Code, and LEVY DYKEMA and the CITY OF INGLESIDE agree to comply with any applicable provisions thereof.
- LEVY DYKEMA is entitled to capture and use images of the Project in its promotional and marketing materials and other publications which do not reveal the confidential information of Client or others and shall be given professional credit by Client upon request by LEVY DYKEMA.
- Either party may terminate this Agreement for convenience and Client shall pay LEVY DYKEMA all Fees and Reimbursable Expenses incurred up to the date of termination

C.3 Without otherwise limiting other exclusions from the Services, the following are expressly excluded:

- Responsibility for: detection, remediation, accidental release, or other service relating to hazardous materials, waste or other environmental contaminants; or for any health and safety conditions
- Geotechnical services, soil and other subsurface investigations or conditions
- Materials testing
- Construction, construction supervision or control, or construction inspection

General Terms

Client Initials:

LEVY DYKEMA Initials:

1. The Agreement

The Proposal for Design Services (the Proposal) is expressly contingent upon and incorporates these Terms and Conditions, which together constitute the full and complete agreement between the parties for the Project (this Agreement). Levy Architects, PLLC, and LEVY DYKEMA, PLLC both DBA LEVY DYKEMA, as an independent contractor, shall perform the services outlined in the Proposal and additional services to which it agrees in writing (the Services), for the stated Fee arrangement, for the sole benefit of Client and for no other party.

2. Commencement of Services

LEVY DYKEMA is not obligated to commence the Services and may suspend Services previously commenced on instructions to proceed, until this Agreement has been signed by Client in the form presented, except where otherwise agreed by LEVY DYKEMA in writing, and any required retainer has been paid. If this Agreement is not executed and retainer paid within sixty (60) days from the date of the Proposal or amendment thereto issued by LEVY DYKEMA, it shall expire, any Services performed shall have been pursuant to the original version of this Agreement, and any fee quoted shall be subject to change thereafter unless LEVY DYKEMA extends the time in writing, all at LEVY DYKEMA's sole discretion. LEVY DYKEMA's stated rates are subject to change.

3. Client's Responsibilities, without limitation

a. Client represents that it is financially solvent, able to pay its debts when due, and possesses sufficient working capital to meet its obligations under this Agreement. Client expressly agrees that it shall not sell, transfer, or otherwise effect a change in ownership of the real property for which the Services are being performed to any other person or entity without giving LEVY DYKEMA thirty (30) days written notice of its intention to do so. Client shall notify LEVY DYKEMA in writing fourteen (14) business days prior to any changes to the existence of, or ownership of, the Client legal entity entering this Agreement. Failure to comply with this section shall constitute a material breach of this Agreement.

b. The individual to whom the Proposal is addressed shall be deemed Client's authorized representative unless Client notifies LEVY DYKEMA otherwise in writing. Services made necessary by Client's change in its representative/retention of a third-party owner representative will constitute Additional Services.

c. Client acknowledges that LEVY DYKEMA is entering this Agreement on Client's representation that Client is either: the legal owner of the real property for which the Services will be performed, or the owner's agent, trustee, or receiver; has a valid and enforceable contract for purchase of the real property and will become the sole legal owner at closing (and will keep LEVY DYKEMA advised of the closing date or failure to close); or that Client has an original contract with the legal owner of the property, the owner's agent, trustee, or receiver.

d. Client shall provide a Project Description which summarizes Client's initial requirements, preferences, and priorities, scope, budget, schedule. LEVY DYKEMA is not responsible for failing to satisfy Client requirements not communicated to LEVY DYKEMA prior to the time the Proposal is prepared, or Services are performed at any stage. Client agrees to respond to requests timely and provide such information and authorizations, and retain such consultant and other services, as LEVY DYKEMA deems necessary for the Services or the Project.

e. Client agrees to cooperate with LEVY DYKEMA to resolve conflicts between requirements of various governing entities having jurisdiction over the Project.

f. Unless otherwise stated, Client will ensure LEVY DYKEMA has safe, legal, and open access to the site for activities necessary to perform the Services. LEVY DYKEMA will take precautions to minimize damage due to these activities.

General Terms

Client Initials:

LEVY DYKEMA Initials:

g. Client shall directly retain the contractor and any subcontractors, provide LEVY DYKEMA copies of their scopes of work, and require they all maintain professional liability insurance as appropriate to the work provided. Client will directly retain all other consultants required by the Project, provide their scopes of services, and require they maintain professional liability insurance as appropriate to the services provided.

h. Client solely is responsible for all matters relating to Project Site environmental conditions, health and safety laws, and other regulations and ordinances, soils testing, other subsurface investigations, the presence and disposal of any waste, oil, asbestos, lead, mold, and other hazardous materials and environmental contaminants, as defined by Federal, State and local laws or regulations (Hazardous Materials), on, in, under or around the Project site, and for the condition of structures located on the Project Site. Regardless of the scope of LEVY DYKEMA's Services, the Services shall not include responsibility for detection, remediation, accidental release, or other service relating to Hazardous Materials or other environmental or health and safety conditions.

i. *Intentionally Omitted*

j. Upon the completion of the Project, Client is responsible for ongoing and regular maintenance of the Project, including its systems, finishes and equipment.

4. Performance of Services

a. LEVY DYKEMA will perform its Services with the professional skill and care ordinarily provided by competent architects practicing under the same or similar circumstances and professional license (Standard of Care). The Services are purely professional services, the essence of which is providing advice, judgment, and opinion or similar professional skill, and without any guarantee or warranty, either express or implied. LEVY DYKEMA shall not be liable to Client to the extent that any item or component not included in its Construction Documents or other work product, or the cost or

expense related to same, would have been otherwise necessary to the Project, or otherwise adds value or betterment, or upgrades or enhances the Project.

b. Services not expressly included in, or which are excluded from, the Agreement, are, "Additional Services," to which both Client and LEVY DYKEMA must agree in advance in writing, and for which LEVY DYKEMA shall be entitled to additional time and compensation at LEVY DYKEMA's then hourly rates as stated in this Agreement.

c. LEVY DYKEMA shall perform the Services as expeditiously as is consistent with the Standard of Care and shall not be liable for damages of any kind for delay, including but not limited to those resulting from: market changes, material or labor costs; strikes or other labor disputes; severe and unusual weather of the Project location or other natural disasters or acts of God, fires, riots, war, government action or inaction, or other emergencies; failure of any government agency to act in a timely manner; matters of health and safety; epidemic or pandemic; failure of performance by Client, its contractors, or consultants; termination or suspension allowed by this Agreement; discovery of any hazardous substances; discovery of unknown or differing site conditions; or for any other condition or circumstance outside of LEVY DYKEMA's control.

5. Construction Administration Services

a. When included in the scope of Services, construction observation and administration will be done, to the extent set forth in the Proposal, so that LEVY DYKEMA can become generally familiar with, and keep Client generally informed about, the progress of the construction falling under the Scope of Services and determine generally whether the construction is being performed in a manner indicating that the Project, when fully completed, will be in accordance with Construction Documents within LEVY DYKEMA's Services. Regardless of its Scope of Services, LEVY DYKEMA: (i) shall not supervise, direct, or have control over or responsibility for the performance, acts or omissions, safety precautions, or activities, of any contractor, subcontractor, or any other person or entity

General Terms

Client Initials:

LEVY DYKEMA Initials:

performing work or providing services or materials for the Project; (ii) shall not make continuous or exhaustive inspections of the quality or quantity of the work performed by the contractor, as would a third-party inspection service; and (c) assumes no responsibility for actually locating defects, errors, or omissions in construction, or deviations from the Construction Documents, which it does not observe in its periodic visits.

b. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES. It is understood and agreed that if LEVY DYKEMA's Scope of Services under this Agreement does not continue through the completion of the Project for any reason and/or does not include Project construction observation or any other construction phase services, such services will be provided by Client. In that event, Client assumes all responsibility for completion and/or interpretation of the Construction Documents, and for construction observation and administration.

6. Cost of Construction and Client's Budget

Client solely is responsible for the cost of construction, which includes, but is not limited to, labor, materials, equipment, fees, permits, licenses, contingencies for changes in work, contractor fees, cost of the land, land ownership and use, and expenses and other costs related to the construction. Evaluations of Client's budget, preliminary estimate of Project cost, and detailed estimate of Project cost, if any, prepared by or approved by LEVY DYKEMA, represent its professional judgment only. Client agrees LEVY DYKEMA is not a professional cost estimator and has no control over market conditions, the cost of goods or labor, contractor pricing decisions, and the ultimate cost of Client's Project, and Client understands that the cost may exceed Client's budget. Changes in design of Client's Project necessary to adjust the cost of the Project will be performed by LEVY DYKEMA as Additional Services and invoiced as same.

7. Certifications

LEVY DYKEMA shall not be required to sign any documents, no matter by whom requested, that would result in LEVY DYKEMA having to certify, guarantee or warrant the existence of conditions whose existence it cannot independently ascertain with certainty, or which it believes would expose it to additional risk, liability, or expense. Client also agrees that resolution of any dispute with LEVY DYKEMA and/or payment of any amount due to LEVY DYKEMA shall not be contingent upon LEVY DYKEMA's signing any such document. LEVY DYKEMA shall sign such documents only on the condition that: a. Client has paid all invoices then due, in full; b. LEVY DYKEMA has been provided a minimum of ten (10) business days to review said certification and Client agrees to reimburse LEVY DYKEMA for all costs and fees incurred by LEVY DYKEMA (including attorney's fees) in reviewing associated documents; and c. LEVY DYKEMA is permitted to limit its certification to a statement confirming that, to the best of its knowledge, information and belief, all certifications made on the IOS (defined below), if any, remain true and correct.

8. Interpretation of Laws and Accessibility Requirements

a. Client acknowledges it is Client's responsibility to comply with accessibility laws and regulations, to consult with accessibility consultants and legal or financial counsel to determine whether any local, state, or federal accessibility laws apply to Client's Project, to provide that information to LEVY DYKEMA, and to obtain an inspection upon completion of the Project.

b. Unless specifically provided for elsewhere in the Agreement, LEVY DYKEMA makes no warranties, representations or guarantees that the Project will achieve or receive any certification by the Leadership in Energy and Environmental Design (LEED) Green Building Rating System of the U. S. Green Building Council, or any other similar state, local or national environmental building program. Similarly, unless otherwise provided for in the Agreement, LEVY DYKEMA makes no warranties, representations or guarantees regarding the energy use or operating costs or expenses of the Project.

General Terms

Client Initials:

LEVY DYKEMA Initials:

9. Ownership of Documents

a. To comply with its professional responsibilities, maintain the integrity of the Services that LEVY DYKEMA provides to Client and to its other clients, and to avoid exposing LEVY DYKEMA to unforeseen liability from unauthorized use of its work product, documents produced by LEVY DYKEMA under this Agreement (i.e., sketches, drawings, graphic representations, computer-generated design, plans, specifications, models, design details, photographs, brochures, reports, notes of meetings, CAD materials and any other materials provided by LEVY DYKEMA) are the "Instruments of Service," or "IOS," of LEVY DYKEMA. The IOS are the property of LEVY DYKEMA, who maintains all common law, statutory, and other ownership rights, including any copyright, and are intended only for use in the original construction of the Project made the subject of this Agreement. LEVY DYKEMA shall be entitled to royalties on any invention, new product, or exploitation of any images arising out of the Services and/or the IOS. LEVY DYKEMA acknowledges that the CITY OF INGLESIDE as a municipal corporation of the State of Texas, is subject to the Texas Public Information Act, Chapter 552, Tex. Gov't Code, and LEVY DYKEMA and the CITY OF INGLESIDE agree to comply with any applicable provisions thereof.

b. LEVY DYKEMA grants a limited, non-exclusive license to Client to use said documents for the purposes originally intended under this Agreement, which license is expressly conditioned upon Client's full payment to LEVY DYKEMA of all amounts due. Reports prepared as part of the Services herein shall be for the exclusive use and reliance by only Client and those persons who are specifically identified in the Agreement and shall not be conveyed to third parties without both the prior written authorization of LEVY DYKEMA and notice to said third parties that they may not use or rely upon same. Documents not signed and sealed by LEVY DYKEMA are not suitable for construction. Client agrees the IOS are created based on the unique needs and condition of the Project at the time created, are not suitable for any other use, and may not accurately reflect subsequent changes in

governing statutes and codes or future conditions of the Project, and thus may not be appropriate for use in renovation of the Project without modification by an appropriately licensed design professional to comply with the requirements of the applicable governing jurisdiction. If this Agreement is terminated, the license granted under this section will be revoked. At LEVY DYKEMA's discretion, and upon Client's engagement of a separate, replacement architect who agrees to assume responsibility for the Project's architectural services, the license may be extended upon execution of LEVY DYKEMA's standard Licensing Agreement with a release of liability and payment of an additional licensing fee as compensation for Client's continued use solely for purposes of completing, using, and maintaining the Project, in an amount equal to 20% of LEVY DYKEMA's original Fee.

c. Documents provided in electronic media are not intended or suitable for construction but are provided as a convenience in understanding the Project. LEVY DYKEMA disclaims the accuracy of any IOS once transmitted to Client in editable format. LEVY DYKEMA makes no representation or warranty regarding the accuracy, completeness, integrity, compatibility, or readability of information contained in electronic media files, and does not transfer any rights to the electronic media format on which the electronic files exist.

d. Any distribution, modification or reuse of the IOS without the written authorization, verification, and adaptation by LEVY DYKEMA (for which Client shall pay LEVY DYKEMA compensation at its then current rates), including without limitation completion of the Project after termination of this Agreement, for other projects, or future modifications to the Project, is at the sole risk of Client or other user, does not transfer license or ownership rights in the IOS to any other party.

General Terms

Client Initials:

LEVY DYKEMA Initials:

10. Promotional Materials

Within one year following completion of the Project, LEVY DYKEMA shall be given reasonable access to the Project in order to photograph the Project and is entitled to use images of the Project in its promotional and marketing materials and other publications which do not reveal the confidential information of Client or others. Client shall, where required by LEVY DYKEMA, give LEVY DYKEMA credit as architect in any publicity relating to the Project. With Client approval, LEVY DYKEMA may install a sign recognizing its participation in the Project from commencement of the Services through the end of construction.

11. Consequential Damages and Insurance

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party shall be liable to the other for any punitive, incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to the Agreement, including, without limitation, lost use, profit, business or opportunity, income, reputation, and any other consequential damages that either party may have incurred from any cause of action, including, without limitation, negligence, strict liability, breach of contract and breach of express or implied warranty, even if the potential for such damages was known in advance. LEVY DYKEMA shall procure and maintain, at its sole cost and expense, commercial general liability insurance with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, covering bodily injury, property damage, personal injury, and contractual liability arising out of or related to the performance of this Agreement. The policy(ies) shall name the City of Ingleside, its officers, officials, employees, and agents as Additional Insureds with respect to liability arising out of the work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work. Such insurance shall be primary and non-contributory with respect to any insurance or self-insurance maintained by the City of Ingleside. LEVY DYKEMA shall provide the City with a valid Certificate of Insurance and a copy of the Additional Insured

Endorsement prior to the commencement of any work or services under this Agreement. The Certificate shall indicate that coverage may not be canceled or modified without at least 30 days' prior written notice to the City of Ingleside.

12. Limitation of Liability to Fees Paid

In recognition of the relative risks and benefits of the Project to both Client and LEVY DYKEMA, and given that execution of the IOS prepared by LEVY DYKEMA for the Project will be done by others outside off LEVY DYKEMA's control, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, that the liability of the LEVY DYKEMA PARTIES to Client for any and all claims, losses, costs, and damages of any nature whatsoever without exception or claim expenses from any cause or causes, shall not exceed the total fee paid by Client to LEVY DYKEMA for Services rendered under the Agreement for this Project. Such claims and causes include, but are not limited to, LEVY DYKEMA's negligence, errors, omissions, strict liability, breach of contract or breach of warranty. Further, the Parties agree that each component of the Services is important to the whole and that if circumstances are such that LEVY DYKEMA is not going to complete all Services anticipated due to suspension or termination, or LEVY DYKEMA is retained only to perform Services for some but not all of the standard architectural design scope of services, for example, only Construction Documents without construction administration, this may significantly increase the risk of loss resulting from such things as misinterpretation of the intent of the design, unauthorized modifications, and misuse of the IOS, for which LEVY DYKEMA is not liable. Notwithstanding anything in this Agreement to the contrary, Client agrees that as its sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against LEVY DYKEMA, a Texas professional limited liability company, and not against any of its owners, officers, directors, members, managers, principals, employees, agents, or representatives, who shall have no personal liability to Client

General Terms

Client Initials:

LEVY DYKEMA Initials:

13. Indemnification

Intentionally Omitted.

14. Termination or Suspension of Services

a. Unless earlier terminated, this Agreement expires upon the completion of LEVY DYKEMA's Services. This Agreement may be terminated upon written notice by either party for convenience, or for cause, should the other fail to perform its obligations hereunder and fail to cure said breach within ten (10) days of receiving written notice of the breach from the non-breaching party. In addition, LEVY DYKEMA may terminate this Agreement immediately for cause without the opportunity for Client to cure based on: Client's bankruptcy or potential financial insolvency; Client's change in ownership, of any nature, or the sale, transfer, or other disposition of the Project or Project site/real property on which the Project is located to another; conduct by Client which may be illegal or contrary to law, mandate, or other legal order, or which LEVY DYKEMA deems unprofessional toward its staff or others; and/or Client's failure to execute this Agreement or deliver any required retainer. In the event of any termination, Client shall pay LEVY DYKEMA for all Services rendered to the date of termination, and all Reimbursable Expenses and any justifiable reimbursable termination expenses, such as any non-refundable consultant retainers, governmental fees, etc., and continued license to use the IOS is conditioned on such payment plus any required licensing fee.

b. Client may suspend the performance of any or all Services, upon written notice to LEVY DYKEMA, specifying the Service(s) to be suspended. Without liability to Client, LEVY DYKEMA may suspend performance of the Services and its obligations under this Agreement on the same grounds, with the same associated notice obligation, for which it may terminate for cause. If the Project is suspended for one hundred eighty (180) days or more, LEVY DYKEMA shall be entitled to treat this Agreement as being terminated with immediate effect. LEVY DYKEMA shall not be obligated to restart its Services until it is paid for all Services rendered and Reimbursable Expenses

and other associated expenses incurred prior to the effective date of suspension. LEVY DYKEMA shall be entitled to an increase in the time for performance in accordance with its other commitments at that time, and additional compensation as appropriate given the nature of the suspension.

c. The right to suspend or terminate this Agreement shall not prejudice any other right or remedy of either party which had accrued as of the date of suspension or termination. Any right or obligation that by its nature should survive the expiration or termination of this Agreement does survive.

15. Assignment

Assignment of this Agreement requires the written consent of both parties and Client shall remain liable for Fees, Reimbursable Expenses and other amounts incurred prior to the authorized date of assignment. If Client assigns this Agreement to any successor owner of the Project, or the Project is leased, transferred, or otherwise disposed of in whole or in part to another person or entity, the successor in interest must be given prior written notice by Client of LEVY DYKEMA's absolute right to terminate this Agreement. Assignment or other transfer not in accordance with this section is void and without effect.

16. Dispute Resolution

Any claims or disputes that arise between Client and LEVY DYKEMA first shall be submitted to non-binding mediation before any other form of dispute resolution, and any other process started prior to the parties' participation in mediation shall be stayed pending the parties' participation in mediation. Client and LEVY DYKEMA agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties. Notwithstanding, LEVY DYKEMA may proceed as allowed by law with such filings and other actions as are required to secure its right to payment prior to participation in mediation.

General Terms

Client Initials:

LEVY DYKEMA Initials:

17. Condominium Terms

Intentionally Omitted.

18. Design-Build Projects

Client understands and acknowledges that Design-Build projects, which include any project or portion thereof for which the method of delivery consists of design and construction services provided under a single entity, present access, accountability, and timing complications related to LEVY DYKEMA's Services. Therefore, in consideration of this added risk and LEVY DYKEMA's willingness to participate in a design-build method of delivery, Client acknowledges and agrees to the following additional terms with regard to Design-Build projects:

a. LEVY DYKEMA owes a duty only to Client under the Agreement, LEVY DYKEMA's obligations do not flow to others with whom Client has contracted separately, and there are no third-party beneficiaries to this Agreement.

b. In advance of signing an agreement for services related to a design-build project, LEVY DYKEMA will be provided, for review and consideration, the Prime Agreement between Project Owner and Design-Builder for the Project, as well as Client's agreement for the design-build, if Client is not a party to the Prime Agreement. **IF LEVY DYKEMA IS NOT PROVIDED THE PRIME AGREEMENT AND CLIENT'S AGREEMENT FOR THE DESIGN-BUILD (IF NOT THE PRIME AGREEMENT) IN ADVANCE OF LEVY DYKEMA ENTERING INTO AN AGREEMENT FOR THE PROJECT WITH CLIENT, CLIENT AGREES LEVY DYKEMA SHALL NOT BE LIABLE FOR COMPLIANCE WITH THE TERMS AND CONDITIONS CONTAINED IN SAID AGREEMENTS.**

c. Client shall ensure: that the Project Schedule provides LEVY DYKEMA adequate time to perform its Services in coordination with other consultants on the Project; that LEVY DYKEMA is entitled to rely on the accuracy of the information provided by Client and others; and that LEVY DYKEMA is not liable for the work of or delay caused by Client, Design-Builder, Contractor, Subcontractors, other consultants, or any other party to the design-build team, or for any

contractor's failure to perform its work in accordance with the contract documents or for commencement of construction before contract documents are complete.

d. Client will confer with LEVY DYKEMA before issuing interpretations of LEVY DYKEMA's documents and in determining whether construction performed based on LEVY DYKEMA's documents is in general compliance with said documents. If LEVY DYKEMA is retained to provide construction administration responsibilities, its site observation reports generated by LEVY DYKEMA, in any form, will be communicated promptly by Client to all members of the design-build team and to the Project Owner. If LEVY DYKEMA is not retained to provide construction administration, it shall not be liable for misinterpretation or misuse of its Instruments of Service or any error which could have been avoided had it provided such services.

e. Nothing in the Prime Agreement or any downstream agreement shall be construed to transfer ownership of LEVY DYKEMA's Instruments of Service to any party, as LEVY DYKEMA maintains all common law, statutory and other reserved rights, including the copyright. As provided herein, expressly contingent upon full payment of all amounts when due, LEVY DYKEMA grants a limited, non-exclusive license to use the Instruments of Service for purposes of the original construction of the Project only. Any other use and/or derivative use, requires a separate agreement and additional compensation.

f. Intentionally Omitted.

General Terms

Client Initials:

LEVY DYKEMA Initials:

19. Interpretation and Enforcement

This Agreement: (a) may be executed by scanned or electronic signature and in one or more counterparts, each of which shall be deemed to be an original for all purposes; (b) is between Client and LEVY DYKEMA only, binds their heirs, successors, and assigns, does not anticipate any third-party beneficiaries, and does not create a contractual relationship with, or any cause of action in favor of, any individual or entity not a party to this Agreement; (c) constitutes the entire agreement of the parties, supersedes all prior understandings, and voids the effectiveness of any oral statements or prior written documents related to this matter; (d) may only be amended or assigned, or terms waived, by written agreement of both parties, which agreement may be refused at the sole discretion of either party; (e) shall become effective only as typed and agreed and without additional interlineation of any kind unless initialed by both parties (any other such interlineation being ineffective); and (f) shall be governed by and construed in accordance with the laws of the State of Texas with venue for any dispute in the county in which the Project is located. Titles and divisions are for organizational purposes only and may not fully describe the information that follows. If any provision of this Agreement is held invalid or unenforceable in any respect, the invalidity or unenforceability will not affect any other provision, and this Agreement will remain in effect and will be construed as close as reasonably possible to preserve the intent of the parties. Neither party shall assign any cause of action it may have against the other party. Except where it expressly agrees to same in writing, LEVY DYKEMA is not bound by any agreement between Client and any other party. Both parties have had the opportunity to consult with an attorney and each party enters this Agreement of its own free will without reliance on any term not stated herein.

20. Notices

Notices shall be in writing and shall be deemed to have been given: a. when received, if delivered in person or by a courier or a courier service; b. on the date of transmission (or the next business day if the date of transmission is not a business day, or the time is after 5 pm central) if sent by facsimile or email followed by mail as described herein; or c. three business days after being deposited in the US mail, certified return receipt or registered postage prepaid. Client's address for notices shall be that address to which the Proposal is addressed, unless Client advises LEVY DYKEMA otherwise in writing.

ATTACHMENT A TERMS AND CONDITIONS

A.01 No Waiver of Governmental Immunity. NOTHING IN THIS CONTRACT SHALL BE CONSTRUED TO WAIVE THE CITY OF INGELSIDE'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.

A.02 Legal Compliance. LEVY DYKEMA shall comply with all federal, state and local laws, codes, regulations, ordinances and permits applicable to performance of the Work, including but not limited to all wage and employment laws, and the Immigration Reform and Control Act of 1986, as amended, and LEVY DYKEMA shall maintain and require that its subcontractors maintain any and all licenses required for performance of the Work. LEVY DYKEMA hereby agrees that the following terms, conditions, verifications, certifications, and representations apply to and are incorporated into this Agreement for all purposes:

A.02.1 With respect to providing Services hereunder, LEVY DYKEMA shall comply with any applicable Equal Employment Opportunity and/or Affirmative Action ordinances, rules, or regulations during the term of this Agreement.

A.02.2 Pursuant to Texas Local Government Code Chapter 176, LEVY DYKEMA shall submit a signed Texas Ethics Commission ("TEC") Conflict of Interest Questionnaire ("CIQ") at the time LEVY DYKEMA submits this signed Agreement to City of Ingleside. TEC Form CIQ and information related to same may be obtained from TEC website by visiting <https://www.ethics.state.tx.us/forms/conflict/>. If LEVY DYKEMA certifies that there are no Conflicts of Interest, LEVY DYKEMA shall indicate so by writing the name of LEVY DYKEMA's firm and "No Conflicts" on the TEC Form CIQ.

A.02.3 If LEVY DYKEMA is a privately held entity, then pursuant to Texas Government Code Section 2252.908 and the rules promulgated thereunder by the TEC, LEVY DYKEMA shall submit a completed and signed TEC Form 1295 with a certificate number assigned by the TEC to City at the time LEVY DYKEMA submits this signed Agreement to City. TEC Form 1295 and information related to same may be obtained from TEC website by visiting <https://www.ethics.state.tx.us/filinginfo/1295/>. LEVY DYKEMA agrees and acknowledges that this Agreement shall be of no force and effect unless and until LEVY DYKEMA has submitted said form to City, if and to the extent such form is required under Government Code § 2252.908 and the rules promulgated thereunder by the TEC.

A.02.4 As required by Chapter 2271, Texas Government Code, LEVY DYKEMA hereby verifies that LEVY DYKEMA, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. The term "boycott Israel" in this paragraph has the meaning assigned to such term in Section 808.001 of the Texas Government Code, as amended.

A.02.5 Pursuant to Chapter 2252, Texas Government Code, LEVY DYKEMA represents and certifies that, at the time of execution of this Agreement, neither LEVY DYKEMA, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is engaged in business with Iran, Sudan, or any terrorist organization, and is a

company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

A.02.6 As required by Chapter 2274, Texas Government Code, LEVY DYKEMA hereby verifies that LEVY DYKEMA, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. The term “boycott energy companies” in this paragraph has the meaning assigned to such term in Section 809.001 of the Texas Government Code, as amended.

A.02.7 As required by Chapter 2274, Texas Government Code, LEVY DYKEMA hereby verifies that LEVY DYKEMA, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The term “discriminate against a firearm entity or trade association” in this paragraph has the meaning assigned to such term in Section 224.001(3) of the Texas Government Code, as amended.

A.02.8 Pursuant to Chapter 2274, Texas Government Code, in the event that the Work includes direct or remote access to or control of critical infrastructure, LEVY DYKEMA represents and certifies that LEVY DYKEMA, including a wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of same, is not owned by or the majority of stock or other ownership interest of LEVY DYKEMA is not held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or any country designated as a threat to critical infrastructure by the governor under Section 2274.0103 of the Texas Government Code (“Designated Country”), (ii) a company or entity, including a governmental entity, that is owned or controlled by citizens of or directly controlled by a Designated Country; or (iii) headquartered in a Designated Country. The term “critical infrastructure” in this paragraph has the meaning assigned to such term in Section 2274.0101 of the Texas Government Code, as amended.

A.02.9 To the extent any public funds are intended to be used for the construction of the Project, Chapter 2258 of the Texas Government Code (“Texas Prevailing Wage Law”) shall apply. All persons employed in the performance of the Work under the Agreement, or any subcontracts hereunder, shall be paid not less than the general prevailing rates of per diem, holiday, and overtime wages prevailing in the locality for work of a similar character pursuant to Chapter 2258 of the Texas Government Code. The City has adopted the local prevailing and adopted wage rates derived from the most current applicable federal prevailing wage rates for San Patricio County, Texas, as published by the United States Department of Labor immediately prior to the execution of this Agreement, which is incorporated by reference herein for all purposes. LEVY DYKEMA and any subcontracts hereunder shall keep a record showing the name and occupation of each worker employed by LEVY DYKEMA or subcontractor in the construction of the public work and the actual per diem wages paid to each worker pursuant to Section 2258.024. Such record shall be open at all reasonable hours to inspection by the officers and agents of the City. Failure to comply with this provision shall subject the LEVY DYKEMA to the penalties prescribed in the Texas Prevailing Wage Law, including those listed in Section 2258.058.

Signature Page

Client Initials:

LEVY DYKEMA Initials:

SVL

By signing this Agreement or giving LEVY DYKEMA instructions to proceed with the Services, Client and LEVY DYKEMA agree to be bound by this Agreement, Terms and Conditions contained in Attachment A.

For The Project

Project Name City of Ingleside Master Plan

Project Address Ingleside, Texas

Agreement is made on 07/07/2025 between:

The Client

Name Brenton B. Lewis, City Manager & Gary Paredez

Company Name City of Ingleside

Address P.O. Drawer 400 Ingleside, TX 78362

Contact Number 361-775-0109

Signature _____

Title _____

And LEVY DYKEMA

Name Stephen V. Levy, President

Company Name LEVY DYKEMA

Address 807 N. Upper Broadway, Suite 101, Corpus Christi, TX 78401

Business Number 361-882-8171

Signature  _____

The Texas Board of Architectural Examiners has jurisdiction over complains regarding the professional practice of persons registered as architects in Texas: P.O. Box 12337, Austin, Texas 78711-2337, or 505 East Huntland Dr., Ste. 350, Austin, Texas 78752, telephone (512) 305-9000.

Please indicate the form in which you wish to receive invoices and statements by checking one of the boxes below.

☐ Email invoices and statements _____

☐ Email and Mail invoices and statements _____

LEVY
DYKEMA

CITY COUNCIL AGENDA

Regular Meeting: July 22, 2025

AGENDA ITEM: 13

Deliberate and take appropriate action on the approval of final pay application and closeout on the City Hall, City Hall Annex Building, Police Station, Humble Station Community and Youth Center, and the Fire Station roof projects.

SUBMITTED BY: Gary Paredez, Director of Infrastructure Services

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

PMR Roofing was the contractor selected to redo the roofs at City Hall, City Hall Annex Building, Police Station, Humble Station Community and Youth Center, and the Fire Station. This project was originally planned as a CIP project. The roofs on these buildings were in bad shape and needed to be replaced. The quotes for City Hall, City Hall Annex, Fire Department, and Police Department buildings had been previously submitted and approved by City Council. It was necessary to re-quote these buildings as well as include the Humble Station Community and Youth Center. After the approval of the original quotes, the City received approximately 2 to 3 inches of rain and the building at the Humble Station Community and Youth Center was leaking throughout the building, which is why this had to be included in the re-quote. After the roofs were completed, the City received measurable rain and several leaks were detected at the Police Station, Fire Department, and Humble Station Community and Youth Center buildings. We contacted PMR Roofing. The contractor repaired the issues and installed the restroom vents for the City Annex.

The completed roofs will have a Contractor Warranty of 5 years, and a Manufacturer Warranty of 20 years.

FISCAL ANALYSIS:

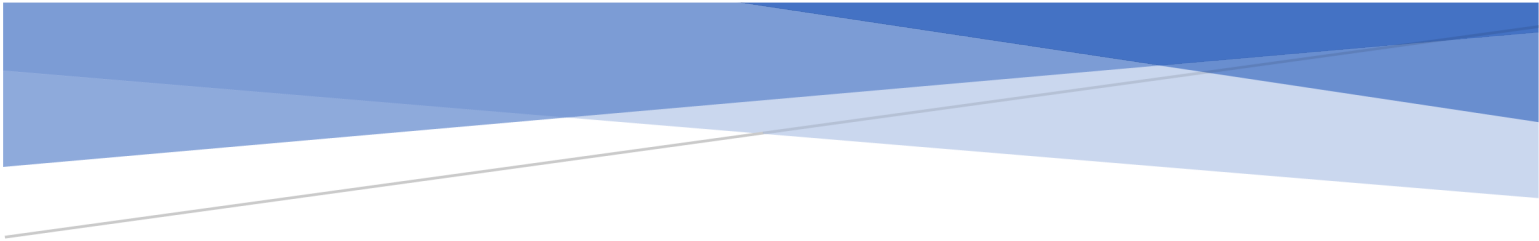
The quotes we received for these roofs are as follows: City Hall-\$72,747.00 plus \$1,454.94 for TIPS and \$1,818.68 for BONDS, City Hall Annex Building-\$63,987.49 plus \$1,279.76 for TIPS and \$1,599.70 for BONDS, Police Station-\$121,572.63 plus \$2,431.46 and \$3,039.33 for BONDS, Humble Center-\$86,920.33 plus \$1,738.40 for TIPS and \$2,173.00 for BONDS, Fire Station-\$154,048.00 plus \$3,080.96 for TIPS and \$3,851.20 for BONDS, for a grand total of \$521,742.85. The original budget for these roof replacements was \$200,000.00. The difference between the quotes and the original budget is \$321,742.85. The original budget for the roof replacements is in Fund 30-General Fund Capital Improvement Fund, which has a fund balance amount of \$2,337,834.00. If the City Council approves, these additional costs will be included in the budget amendment previously completed on March 25, 2025, and will reduce the fund balance by \$321,742.85.

RECOMMENDATION:

Staff recommends approval of this final pay application in the amount of \$521,742.85, and to closeout this project.

ATTACHMENTS:

1. City of Ingleside Capital Repairs Closing Documents 5.15.2025 SDF



CITY OF INGLESIDE

Final Inspection and Closing Documents

Owner Contact: Gary Paredez

Scott Franklin
[Email address]

City of Ingleside: Closeout Documents Summary**PROJECT CONTACTS:**

Package I:
Building(s):

City of Closing Document-Capital Repairs

Ingleside City Hall
Annex Building
Police Station
Fire Station – Alternate #01
Humble Youth Center

MEMBER CONTACT:

Gary Paredes
Director of Infrastructure Services
GParedes@InglesideTx.com

TMLIRP CLAIM:

Capital project

WARRANTY INFO:**CONTRACTOR OF RECORD:**

Paragon Roofing
Quentan Tobolka
V.P of Steep Slopes & Multi Family
1601, N. Walton Walker Road
Dallas, TX 75211
Phone: 214-336-0316
Email: quentan@paragonroofinginc.com
5- YEAR Contractor's Warranty
12/11/2024 TO 12/11/2029

CONTRACTOR WARRANTY:
TERM:

MANUFACTURER:

Manufacture:

WARANTY CERTIFICATE #'s:

Duro-Last (Low-Slope)
Warranty includes workmanship and Material
Pac-Clad (Steep Slope metal)
20-Year Weather Tightness Warranty
see attached certificates for each unit

CONSULTANT:

CONTACT:

4T PARTNERSHIP LLC
114 North Ohio
Celina, TX 75009
TYLER FRANKLIN
Phone: 972-658-4513
Email: Scott.Franklin.4T@outlook.com

Closing Documents Received and Approved include:

• Formal TIPS "Executed" Proposal	Attached/Approved
• PMR Roofing Final / Invoice	Attached/Approved
• PMR Roofing (Exhibit B) by ID# Proposal breakdown	Approved/Attached
• PMR Roofing 5-Year Warranty	Approved/Attached
• PMR Conditional Lien Release	Approved/Attached
• Manufacture executed Warranty Certificate numbers	Approved/Attached
• Final Inspection documentation	Approved/Attached

City of Ingleside Capital Roof Breakdown / Summary:**Capital Roof Breakdown::**

City of Ingleside-City Hall	\$ 72,747.00	
Annex Building	\$ 63,987.49	
Police Station	\$121,572.63	
Fire Station-Alternate #01	\$ 79,954.00	
Humble Youth Center	<u>\$ 86,920.33</u>	
Sub-Total Capital Reroof:	\$ 499,275.45	
TIPS FEE	\$ 9,985.51	
Payment & Performance Bond	<u>\$ 12,481.89</u>	
Total Capital Re-Roof:		\$ 521,742.85

Attention: Gary Paredez
City of Ingleside

Referencing: TMLIRP BEST Program & Closeout documents City of Ingleside / Capital Roof Repairs

It was an honor to work with you and your team in repairing the reference roofs under the city's Capital reroof Program. We hope that you had a favorable experience with the TMLIRP BEST Program, TIPS Vetted Contractor and our participation in assisting both you and the contractor with execution of the repairs.

If you or your staff identify anything that may not yet be complete or in need of our review please let me know. Please also let us know if any equipment or the staging area has not been cleaned, equipment removed, and the area restored to its original condition. Please contact **Tyler Franklin**, or **Scott Franklin** if you or your team identify any issues or if you have additional questions. We are here to assist in getting addressed. We have been the consultant for the **BEST TMLIRP Program** and TMLIRP Capital Roof Repairs for over 8 years and want to do all we can to be sure you and your team are happy with all the repairs both now and in the future.

I have attached copies of the Manufacture Warranties (Low-Slope and the Steep-Slope metal roof) and have attached a copy of the executed contractor warranties which will remain in effect for the next 5 years. Please know we are here to assist should you ever have issues as well as to assist in any future with severe storms.

Please feel free to contact our office with any questions. Thank you for the opportunity for participating in the TMLIRP B.E.S.T. Program and the city's Capital Re-Roof Program allowing 4T Partnership LLC to be your Design & Consulting Firm in repair of the City's damaged facilities.

Respectively Submitted,

Scott Franklin
Principal Consultant / Exterior Envelope Expert
4T Partnership LLC
Phone: (972) 658-4513
Email: Scott.Franklin.4T@outlook.com

Tyler Franklin
Principal Consultant
4T Partnership LLC
Phone: (972) 658-9616
Email: Tyler.Franklin.4T@outlook.com

MAY 12, 2025

City of Ingleside
2671 San Angelo Ave
Ingleside, TX 78362



INVOICE # 3049 – 1

RE: Roof Replacement for the City of Ingleside

CITY OF INGLESIDE CONTRACT AMOUNT (INCL. TIPS AND BONDS)		\$ 521,742.85
See attached schedule of values per ID #		
Previous Payments		\$ 0.00
TOTAL DUE		\$ 521,742.85

PLEASE REMIT PAYMENT TO:

PMR Roofing
2006 N State HWY 360
Grand Prairie TX 75050

Please note ACH and wire instructions can be provided by request.

Respectfully,

Quantan Tobolka
Cell (214) 336-0316

APPROVED 5.15.2025:
Scott Franklin-4T Partnership LLC

CONTACT
469.409.ROOF
PMRroofing.com



ADDRESS
2006 SH-360
Grand Prairie, TX 75050

City of Ingleside / TIPS Final Invoice

TMIIRP PR202912		TIPS VETTING SHEET-ROOFING CITY OF INGLESIDE		Executive:
				PMR
TML ID #	BLDG/UNIT #	EXTERIOR ENVELOPE Scope of Work	TIPS #1 VETTED SCOPE OF WORK	
1	CITY HALL	SCOPE / SPECIFICATION	TIPS BASE PROPOSAL	
		Prepare existing / Removeall wet / damaged		
		Mechanically attach 1/4" Dens Deck -FM 1-90		
		Field-Fully adhere 60 mil FB in CR20		
		FLASHINGS-Fully adhered 60 mil adhered		
		2-piece compression termination -Metal ES1-90 Termination		
		Existing edge metal 4-6" face		
		Replace vents with PVC Plenum vents		
		New split pvc boots at plumbing stacks.		
		TOTAL	\$ 72,747.00	
#	ANNEX BUILDING	SCOPE / SPECIFICATION		
	ROOF I, II and III			
		Prepare existing / Removeall wet / damaged		
		Mechanically attach 1/4" Dens Deck -FM 1-90		
		Fully adhere 60 mil FB in CR20		
		Field-Fully adhere 60 mil FB in CR20		
		Flashings - Fully Adhered 60 mil adhered		
		Install two-piece compression at all parapet		
		Install two-piece saw cut reglet at all wall to deck conditions		
		Add two (2) Exhaust Fans at Restrooms		
		TOTAL	\$ 63,987.49	
#	POLICE STATION	SCOPE / SPECIFICATION		
	LOW SLOPE ROOF I & 2			
		Prepare existing / Removeall wet / damaged		
		Mechanically attach 1/4" Dens Deck -FM 1-90		
		Fully adhere 60 mil FB in CR20		
		Sump all drains		
		Install New Conduit Supports/Paint (Red, Blue, Yellow)		
		Install new base flashings (adhered)/install new C/F		
		Install additional crickets to direct moisture to scuppers		
		Install new sump scuppers		
		Two-Piece Saw cut reglet at all wall to deck transitions		
		Install walk-pads at all access points and deck transition		
		Remove existing coping / Install new two piece all-term es 1-90		
		Install walk pads under all sat disks / Coordinate with Fire Station		
		TOTAL	\$ 121,572.63	
	FIRE STATION ALTERNATE	SCOPE / SPECIFICATION		
	STEEP-SLOPE ROOF III			
		Flute - Fill Assembly		
		Install Flute-Fill PVC over EPS & 1/4" dens Deck adhered		
		TOTAL	\$ 74,094.00	
	FIRE STATION ALTERNATE #1	ALTERNATE #1-ROOF HUGGER		
	FIRE STATION ALTERNATE	Scope/Specification		
		Roof - Hugger Assembly		
		Prepare existing metal roof to receive new roof hugger assembly		
		Install attachment of roof hugger assembly		
		Install new metal panels		
		TOTAL FIRE STATION +ALTERNATE #1	\$ 79,954.00	
#	HUMBLE YOUTH CENTER			
	LOW SLOPE ROOF I			
		Prepare existing / Removeall wet / damaged		
		Mechanically attach 1/4" Dens Deck -FM 1-90		
		Fully adhere 60 mil FB in CR20		
		Sump all drains		
		Install new conduit supports/paint (red, blue, yellow)		
		Install new base flashings (adhered)/install new C/F		
		Install additional crickets to direct moisture to scuppers		
		Install new sump scuppers		
		Two-Piece Saw cut reglet at all wall to deck transitions		
		Install walk-pads at all access points and deck transition		
		Remove existing coping / Install new two piece all-terms 1-90		
		Install walk pads under all sat disks / Coordinate with Fire Station		
		TOTAL	\$ 86,920.33	
		TOTAL	\$ 499,275.45	
		TIPS FEE	\$ 9,985.51	
		BOND FEE	\$ 12,481.89	
		TAXES	EXCLUDED	
		TOTAL + TIPS+BONDS	\$521,742.85	

City of Ingleside / Scope and cost breakdown by building

Warranties:			
	Manufacture Warranty		20-Year
	Contractor Warranty		5-Year
UNIT PRICES:			
4x8	4'x8'	\$	5.00
STEEL DECKING		\$	15.00
2x12	2"x12"	\$	8.00
1" EPS	IMO EXISTING & FILL WITH 1" & 1.4" Dens (As required)	\$	0.50
CAP SHEET		\$	3.00
ALTERNATES:			
4T NOTES:			
Contractor Exclusions:			

City of Ingleside / Scope and cost breakdown by building

**LIMITED WARRANTY (WORKMANSHIP)**

PMR warrants only to the Owner that the labor performed in connection with the Work will be free from defects, including water penetration under normal use of the roof during the Warranty Period. For purposes of this Limited Warranty, the Warranty Period shall mean the period commencing on the date on which PMR completes the labor in connection with the Work and ending on THE FIFTH ANNIVERSARY date thereof. The sole and exclusive remedy under this Limited Warranty shall be limited to the repair at no charge to the Owner of any relevant defect in the workmanship of PMR. PMR is only liable for roof repairs. PMR is not responsible for (A) settlement, movement, or defects in the building, walls, foundation, or roof base over which any roof structure or shingles are applied (ex. nail pops); or (B) damage to the roof or shingles due to normal wear and tear, such as: (1) acts of nature (such as hail, tornados, gale force winds, fire, or other acts of God) or winds above the maximum wind speed stated on the shingle manufacturer warranty, or (2) impact of foreign objects or traffic on the roof. PMR does not warrant the installation of mesh gutter screens for any period of time. PMR assumes no responsibility for damages caused by mold due to leaks. Shading or variations in the color of shingles, or discoloration or contamination caused by fungus or algae is not covered under PMR's Limited Warranty. PMR has the right to revoke this Limited Warranty for any Owner with an unpaid balance of the Contract Sum. PMR is not responsible for any damage caused by another individual working on or near the roof. This Limited Warranty does not cover items reused during the installation process (i.e. skylights, flashing, power fans, etc.). If at any time within the Warranty Period, the Owner shall detect a defect covered by this Limited Warranty, the Owner shall notify PMR in writing at the address provided, within thirty (30) days of date of discovery of alleged defect. PMR shall be released from any obligation under this Limited Warranty for any claim which it does not receive written notice within the thirty (30) day claims period specified above. Owner shall allow PMR to inspect the premises to determine the nature and extent of the alleged defect. If any person shall alter or attempt to remedy the alleged defect prior to PMR's inspection, PMR shall be released from any obligation under this Limited Warranty. This warranty is transferable one time after the sell of this property if PMR receives written notice from the owner within 30 days of closing.

JOB ADDRESS: City of Ingleside , 2671 San Angelo Ave Ingleside, TX 78362

Fire Station

DATE OF COMPLETION/WARRANTY START DATE: 5/12/2025

PMR REPRESENTATIVE SIGNATURE: 

CONTACT
469.409.ROOF
PMRroofing.com



ADDRESS
3006 W Division St., Ste 200
Arlington, Texas 76012

City of Ingleside / Contractor 5-Year Warranty

**LIMITED WARRANTY (WORKMANSHIP)**

PMR warrants only to the Owner that the labor performed in connection with the Work will be free from defects, including water penetration under normal use of the roof during the Warranty Period. For purposes of this Limited Warranty, the Warranty Period shall mean the period commencing on the date on which PMR completes the labor in connection with the Work and ending on THE FIFTH ANNIVERSARY date thereof. The sole and exclusive remedy under this Limited Warranty shall be limited to the repair at no charge to the Owner of any relevant defect in the workmanship of PMR. PMR is only liable for roof repairs. PMR is not responsible for (A) settlement, movement, or defects in the building, walls, foundation, or roof base over which any roof structure or shingles are applied (ex. nail pops); or (B) damage to the roof or shingles due to normal wear and tear, such as: (1) acts of nature (such as hail, tornados, gale force winds, fire, or other acts of God) or winds above the maximum wind speed stated on the shingle manufacturer warranty, or (2) impact of foreign objects or traffic on the roof. PMR does not warrant the installation of mesh gutter screens for any period of time. PMR assumes no responsibility for damages caused by mold due to leaks. Shading or variations in the color of shingles, or discoloration or contamination caused by fungus or algae is not covered under PMR's Limited Warranty. PMR has the right to revoke this Limited Warranty for any Owner with an unpaid balance of the Contract Sum. PMR is not responsible for any damage caused by another individual working on or near the roof. This Limited Warranty does not cover items reused during the installation process (i.e. skylights, flashing, power fans, etc.). If at any time within the Warranty Period, the Owner shall detect a defect covered by this Limited Warranty, the Owner shall notify PMR in writing at the address provided, within thirty (30) days of date of discovery of alleged defect. PMR shall be released from any obligation under this Limited Warranty for any claim which it does not receive written notice within the thirty (30) day claims period specified above. Owner shall allow PMR to inspect the premises to determine the nature and extent of the alleged defect. If any person shall alter or attempt to remedy the alleged defect prior to PMR's inspection, PMR shall be released from any obligation under this Limited Warranty. This warranty is transferable one time after the sell of this property if PMR receives written notice from the owner within 30 days of closing.

JOB ADDRESS: City of Ingleside , 2671 San Angelo Ave Ingleside, TX 78362

City Hall, Annex, Police Station, Humble Youth Center

DATE OF COMPLETION/WARRANTY START DATE: 12/11/2024

PMR REPRESENTATIVE SIGNATURE: 

CONTACT
469.409.ROOF
PMRroofing.com

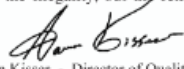


ADDRESS
3006 W Division St., Ste 200
Arlington, Texas 76012

City of Ingleside Contractor 5-Year Warranty

DURO-LAST®	20-Year NDL Warranty	Warranty No. 443382
I. TERMS and CONDITIONS		
Duro-Last®, a division of Holcim Solutions and Products US, LLC ("Duro-Last") grants this No-Dollar Limit ("NDL") Warranty to the owner of a building ("Owner") containing a Duro-Last Roofing System ("Duro-Last System") installed by a Duro-Last Authorized Dealer/Contractor ("Contractor"), sub-ject to the terms and conditions and limitations contained herein.		
Duro-Last's obligation during the 1st through 20th year shall be to repair any leak in the Duro-Last System caused by any defect in a component of the Duro-Last System or by the workmanship of the Contractor, but only as the workmanship relates to the installation of the Duro-Last System itself and not as it relates to other work performed, if any. Duro-Last's obligation includes, at Duro-Last's discretion, either the repair or replacement of part or all of the Duro-Last System and also includes the furnishing or cost of labor to repair the Duro-Last System provided the following conditions are met:		
A. Duro-Last and Contractor have been paid in full for the Duro-Last System, its installation and any outstanding invoices issued by Duro-Last that arise after the installation; B. The Duro-Last System has been approved by Duro-Last following inspection by an authorized Duro-Last Quality Assurance Technical Representative ("Duro-Last QA Tech Rep"), this No-Dollar Limit Warranty has been signed by a Duro-Last QA Tech Rep or Quality Assurance Manager, and the Contractor confirms that the Duro-Last System was installed in accordance with Duro-Last's specifications and written installation requirements; C. The Owner has notified Duro-Last within 14 days of the discovery of any leak, failure or other alleged Duro-Last System defect. Owner must notify Duro-Last by calling the Duro-Last Quality Assurance Department at 1-866-284-9424, by e-mailing ws@duro-last.com, or by certified mail, return receipt requested; D. The Owner allows Duro-Last's QA Tech Rep(s) and/or Duro-Last Contractor(s) access to the roof including, if necessary, the removal and replacement by Owner at Owner's expense any and all obstructions, including but not limited to: rooftop gardens, earth, soil, pavers, ballast, decks, patio and walking surface materials, photovoltaic system, and other overburden; and E. Duro-Last authorizes the repair and, at Duro-Last's option, either Duro-Last's QA Tech Rep(s) or an authorized Contractor makes the repair.		
II. OWNER'S RESPONSIBILITIES		
The Owner is not entitled to recover under this No-Dollar Limit Warranty unless Owner exercises reasonable and diligent care in the maintenance of the Duro-Last System, including but not limited to inspecting and maintaining the Duro-Last System regularly and as needed, including after storms or natural disasters, and for removing any debris from the Duro-Last System, rooftop, and adjacent areas, and maintaining and keeping all drains in working order and clear of debris and other obstructions.		
III. LIMITATIONS and EXCLUSIONS		
A. This No-Dollar Limit Warranty does not apply to a Duro-Last System installed on a single-family residence. B. Duro-Last shall not be liable for damages arising from defects in the design or construction of the building or roof assembly, including inadequate or insufficient drainage; nor shall Duro-Last be liable for any other products aside from the Duro-Last System. C. Duro-Last is not liable for any Duro-Last System failure nor for subsequent damages arising from Acts of God or causes outside Duro-Last's control including, but not limited to: 1) Damage caused by fire, lightning, hurricane, gale, hail, tornado, flood, earthquake, animals, insects; or 2) Damage caused by accident, vandalism, intentional act, negligence or failure to use reasonable care, whether on the part of the Owner or another; or 3) Damage caused by any unauthorized modification to the Duro-Last System including, but not limited to: damage caused by unauthorized components used in installation or repair, by additional equipment or structures added to or made a part of the roof, by traffic, or by chemicals not normally found in nature or the like; or 4) Interior condensation and/or moisture entering the Duro-Last System through walls, copings, structural defects, HVAC systems, or any part of the building structure, including from adjacent buildings. D. Duro-Last does not warrant the watertightness of metal products that are located outside of the termination of the Duro-Last membrane. E. Duro-Last does not warrant against color change and/or pattern change and/or print change in the Duro-Last System. F. Duro-Last shall have no liability under any theory of law for any claims, repairs, or other damages relating to the presence of asbestos or any vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like on or in the Duro-Last System or in the building or in the air or water serving the building. G. This No-Dollar Limit Warranty is transferable to subsequent Owners only upon the express written consent of Duro-Last and at Duro-Last's sole discretion. Duro-Last reserves the right to require an inspection of the Duro-Last		
OVER: CONTINUED ON BACK		

City of Ingleside / Manufacture Warranty / City Hall

System prior to transfer of this No-Dollar Limit Warranty. The Owner (undersigned below) must pay a \$500 warranty transfer fee and must pay for any non-warranted repairs identified by Duro-Last during any pre-transfer inspection. A transfer of this No-Dollar Limit Warranty shall not be effective unless all outstanding Duro-Last invoices have been satisfied. H. This No-Dollar Limit Warranty must be signed by a Duro-Last QA Tech Rep or Quality Assurance Manager. Coverage under the terms of this No-Dollar Limit Warranty begins on the Effective Date. The Effective Date is determined by Duro-Last. Failure of the Owner or Contractor to sign this No-Dollar Limit Warranty does not alter the Effective Date. I. This No-Dollar Limit Warranty shall be governed by and construed in accordance with the laws of the state of Tennessee without regard to conflicts of law principles. J. No claim, suit, or other proceeding arising out of or related to the Duro-Last products or these terms, including without limitation this No-Dollar Limit Warranty, may be brought by the Owner or anyone else after one (1) year from the date it accrues. K. Duro-Last does not waive any rights under this No-Dollar Limit Warranty by refraining from exercising its rights in full in one or more instances. THIS NO-DOLLAR LIMIT WARRANTY AND THE RESPONSIBILITIES AND REMEDIES STATED HEREIN ARE EXPRESSLY AGREED TO BY OWNER AND DURO-LAST AND CONSTITUTE THE SOLE WARRANTY AND REMEDIES OF THE OWNER FOR ANY ALLEGED DEFECT OR FAILURE OF THE DURO-LAST SYSTEM, WHETHER MEMBRANE, ACCESSORIES, OR CONTRACTOR WORKMANSHIP. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EITHER EXPRESS OR IMPLIED IN FACT, LAW OR CUSTOM) THAT EXTEND BEYOND THE EXPRESS TERMS STATED IN THIS NO-DOLLAR LIMIT WARRANTY TO THE FULL EXTENT DISCLAIMER IS PERMITTED BY LAW. OWNER AND DURO-LAST TOGETHER JOINTLY DISCLAIM ANY OTHER OR FURTHER WARRANTIES EXCEPT THOSE INCLUDED IN THIS DOCUMENT. IN ANY EVENT, ANY IMPLIED WARRANTY THAT MAY ARISE BY LAW IS LIMITED IN DURATION TO THE TERM HEREIN. THE REPAIR, OR REPLACEMENT PROVIDED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. DURO-LAST WILL HAVE NO LIABILITY TO ANYONE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION PROPERTY DAMAGE, LOST PROFITS, LOST USE OR ANY OTHER PECUNIARY DAMAGE, WHETHER DUE TO ANY DEFECT IN THE PRODUCTS, BREACH OF THIS AGREEMENT, DELAY, NON-DELIVERY, NON-PERFORMANCE, RECALL, OR ANY OTHER REASON. ALL CLAIMS FOR NEGLIGENCE AND FOR FAILURE OF ESSENTIAL PURPOSE ARE EXPRESSLY WAIVED, RELEASED, AND EXCLUDED. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THESE TERMS. OWNER ACKNOWLEDGES THESE LIMITATIONS AND WAIVERS, DECLARES THAT THEY HAVE BEEN READ AND UNDERSTOOD, AND AGREES TO BE SO BOUND. ANY PAYMENT FOR THE DURO-LAST SYSTEM OR REGISTRATION OF THE WARRANTY WITH DURO-LAST SIGNIFIES THAT THE OWNER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO ALL TERMS. The Contractor is not an agent of Duro-Last and does not have authority to bind Duro-Last. If any Contractor or sales representative made any statements about Duro-Last, its products, services, obligations, or warranties, those statements cannot be relied upon by Owner or any other party and cannot be attributed to Duro-Last. Furthermore, no person may change or modify any terms or conditions of this No-Dollar Limit Warranty, unless in writing and signed by the authorized representative of the Owner and by a Duro-Last officer or by the Duro-Last Quality Assurance Manager. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SUCH A LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. If any provision or individual term herein is invalid or unenforceable under any applicable law, the provision or term will be ineffective to that extent and for the duration of the illegality, but the remaining provisions and terms will be unaffected. DURO-LAST® is a Division of Holcim Solutions and Products US, LLC 525 Morley Drive Saginaw, MI 48601	
<u>INGLESIDE CITY HALL</u> Name of Building <u>2671 SAN ANGELO AVE</u> Address of Building <u>INGLESIDE, TX 78362</u> City, State & Zip of Building <u>City Hall - Main</u> Building Designation <u>January 08, 2025</u> Effective Date <u>2117242</u> Serial No.	<u></u> Aaron Kisser - Director of Quality Assurance Signature of Duro-Last QA Tech Rep or QA Manager _____ Signature of Owner _____ Owner (printed) _____ Signature of Contractor <u>PMR ROOFING</u> Contractor (printed) <u>6,010</u> Square Footage <u>443382</u> Warranty No.

DURO-LAST / DURO-TUFF / DURO-FLEECE / DURO-FLEECE PLUS / DURO-LAST EV
DL 20 YEAR NDL 4/1/23

City of Ingleside / Manufacture Warranty / City Hall

DURO-LAST®**20-Year NDL
Warranty**

Warranty No.

443383**I. TERMS and CONDITIONS**

Duro-Last®, a division of Holcim Solutions and Products US, LLC ("Duro-Last") grants this No-Dollar Limit ("NDL") Warranty to the owner of a building ("Owner") containing a **Duro-Last Roofing System ("Duro-Last System")** installed by a Duro-Last Authorized Dealer/Contractor ("Contractor"), subject to the terms and conditions and limitations contained herein.

Duro-Last's obligation during the 1st through 20th year shall be to repair any leak in the Duro-Last System caused by any defect in a component of the Duro-Last System or by the workmanship of the Contractor, but only as the workmanship relates to the installation of the Duro-Last System itself and not as it relates to other work performed, if any. Duro-Last's obligation includes, at Duro-Last's discretion, either the repair or replacement of part or all of the Duro-Last System and also includes the furnishing or cost of labor to repair the Duro-Last System provided the following conditions are met:

- A. Duro-Last and Contractor have been paid in full for the Duro-Last System, its installation and any outstanding invoices issued by Duro-Last that arise after the installation;
- B. The Duro-Last System has been approved by Duro-Last following inspection by an authorized Duro-Last Quality Assurance Technical Representative ("Duro-Last QA Tech Rep"), this No-Dollar Limit Warranty has been signed by a Duro-Last QA Tech Rep or Quality Assurance Manager, and the Contractor confirms that the Duro-Last System was installed in accordance with Duro-Last's specifications and written installation requirements;
- C. The Owner has notified Duro-Last within 14 days of the discovery of any leak, failure or other alleged Duro-Last System defect. Owner must notify Duro-Last by calling the Duro-Last Quality Assurance Department at 1-866-284-9424, by e-mailing ws@duro-last.com, or by certified mail, return receipt requested;
- D. The Owner allows Duro-Last's QA Tech Rep(s) and/or Duro-Last Contractor(s) access to the roof including, if necessary, the removal and replacement by Owner at Owner's expense any and all obstructions, including but not limited to: rooftop gardens, earth, soil, pavers, ballast, decks, patio and walking surface materials, photovoltaic system, and other overburden; and
- E. Duro-Last authorizes the repair and, at Duro-Last's option, either Duro-Last's QA Tech Rep(s) or an authorized Contractor makes the repair.

II. OWNER'S RESPONSIBILITIES

The Owner is not entitled to recover under this No-Dollar Limit Warranty unless Owner exercises reasonable and diligent care in the maintenance of the Duro-Last System, including but not limited to inspecting and maintaining the Duro-Last System regularly and as needed, including after storms or natural disasters, and for removing any debris from the Duro-Last System, rooftop, and adjacent areas, and maintaining and keeping all drains in working order and clear of debris and other obstructions.

III. LIMITATIONS and EXCLUSIONS

- A. This No-Dollar Limit Warranty does not apply to a Duro-Last System installed on a single-family residence.
- B. Duro-Last shall not be liable for damages arising from defects in the design or construction of the building or roof assembly, including inadequate or insufficient drainage; nor shall Duro-Last be liable for any other products aside from the Duro-Last System.
- C. Duro-Last is not liable for any Duro-Last System failure nor for subsequent damages arising from Acts of God or causes outside Duro-Last's control including, but not limited to:
 - 1) Damage caused by fire, lightning, hurricane, gale, hail, tornado, flood, earthquake, animals, insects; or
 - 2) Damage caused by accident, vandalism, intentional act, negligence or failure to use reasonable care, whether on the part of the Owner or another; or
 - 3) Damage caused by any unauthorized modification to the Duro-Last System including, but not limited to: damage caused by unauthorized components used in installation or repair, by additional equipment or structures added to or made a part of the roof, by traffic, or by chemicals not normally found in nature or the like; or
 - 4) Interior condensation and/or moisture entering the Duro-Last System through walls, copings, structural defects, HVAC systems, or any part of the building structure, including from adjacent buildings.
- D. Duro-Last does not warrant the watertightness of metal products that are located outside of the termination of the Duro-Last membrane.
- E. Duro-Last does not warrant against color change and/or pattern change and/or print change in the Duro-Last System.
- F. Duro-Last shall have no liability under any theory of law for any claims, repairs, or other damages relating to the presence of asbestos or any vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like on or in the Duro-Last System or in the building or in the air or water serving the building.
- G. This No-Dollar Limit Warranty is transferable to subsequent Owners only upon the express written consent of Duro-Last and at Duro-Last's sole discretion. Duro-Last reserves the right to require an inspection of the Duro-Last

OVER: CONTINUED ON BACK**City of Ingleside / Manufacture Warranty / Ingleside Youth Center****4T Partnership LLC****Capital Roof Repairs**

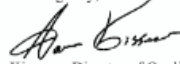
System prior to transfer of this No-Dollar Limit Warranty. The Owner (undersigned below) must pay a \$500 warranty transfer fee and must pay for any non-warranted repairs identified by Duro-Last during any pre-transfer inspection. A transfer of this No-Dollar Limit Warranty shall not be effective unless all outstanding Duro-Last invoices have been satisfied. II. This No-Dollar Limit Warranty must be signed by a Duro-Last QA Tech Rep or Quality Assurance Manager. Coverage under the terms of this No-Dollar Limit Warranty begins on the Effective Date. The Effective Date is determined by Duro-Last. Failure of the Owner or Contractor to sign this No-Dollar Limit Warranty does not alter the Effective Date. I. This No-Dollar Limit Warranty shall be governed by and construed in accordance with the laws of the state of Tennessee without regard to conflicts of law principles. J. No claim, suit, or other proceeding arising out of or related to the Duro-Last products or these terms, including without limitation this No-Dollar Limit Warranty, may be brought by the Owner or anyone else after one (1) year from the date it accrues. K. Duro-Last does not waive any rights under this No-Dollar Limit Warranty by refraining from exercising its rights in full in one or more instances. THIS NO-DOLLAR LIMIT WARRANTY AND THE RESPONSIBILITIES AND REMEDIES STATED HEREIN ARE EXPRESSLY AGREED TO BY OWNER AND DURO-LAST AND CONSTITUTE THE SOLE WARRANTY AND REMEDIES OF THE OWNER FOR ANY ALLEGED DEFECT OR FAILURE OF THE DURO-LAST SYSTEM, WHETHER MEMBRANE, ACCESSORIES, OR CONTRACTOR WORKMANSHIP. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EITHER EXPRESS OR IMPLIED IN FACT, LAW OR CUSTOM) THAT EXTEND BEYOND THE EXPRESS TERMS STATED IN THIS NO-DOLLAR LIMIT WARRANTY TO THE FULL EXTENT DISCLAIMER IS PERMITTED BY LAW. OWNER AND DURO-LAST TOGETHER JOINTLY DISCLAIM ANY OTHER OR FURTHER WARRANTIES EXCEPT THOSE INCLUDED IN THIS DOCUMENT. IN ANY EVENT, ANY IMPLIED WARRANTY THAT MAY ARISE BY LAW IS LIMITED IN DURATION TO THE TERM HEREIN. THE REPAIR, OR REPLACEMENT PROVIDED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. DURO-LAST WILL HAVE NO LIABILITY TO ANYONE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION PROPERTY DAMAGE, LOST PROFITS, LOST USE OR ANY OTHER PECUNIARY DAMAGE, WHETHER DUE TO ANY DEFECT IN THE PRODUCTS, BREACH OF THIS AGREEMENT, DELAY, NON-DELIVERY, NON-PERFORMANCE, RECALL, OR ANY OTHER REASON. ALL CLAIMS FOR NEGLIGENCE AND FOR FAILURE OF ESSENTIAL PURPOSE ARE EXPRESSLY WAIVED, RELEASED, AND EXCLUDED. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THESE TERMS. OWNER ACKNOWLEDGES THESE LIMITATIONS AND WAIVERS, DECLARES THAT THEY HAVE BEEN READ AND UNDERSTOOD, AND AGREES TO BE SO BOUND. ANY PAYMENT FOR THE DURO-LAST SYSTEM OR REGISTRATION OF THE WARRANTY WITH DURO-LAST SIGNIFIES THAT THE OWNER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO ALL TERMS. The Contractor is not an agent of Duro-Last and does not have authority to bind Duro-Last. If any Contractor or sales representative made any statements about Duro-Last, its products, services, obligations, or warranties, those statements cannot be relied upon by Owner or any other party and cannot be attributed to Duro-Last. Furthermore, no person may change or modify any terms or conditions of this No-Dollar Limit Warranty, unless in writing and signed by the authorized representative of the Owner and by a Duro-Last officer or by the Duro-Last Quality Assurance Manager. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SUCH A LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. If any provision or individual term herein is invalid or unenforceable under any applicable law, the provision or term will be ineffective to that extent and for the duration of the illegality, but the remaining provisions and terms will be unaffected. DURO-LAST® is a Division of Holcim Solutions and Products US, LLC 525 Morley Drive Saginaw, MI 48601	
<u>INGLESIDE YOUTH CENTER</u> Name of Building <u>2821 MAIN ST</u> Address of Building <u>INGLESIDE, TX 78362</u> City, State & Zip of Building <u>Ingleside Youth Center</u> Building Designation <u>January 08, 2025</u> Effective Date <u>2117247</u> Serial No.	<u><i>Aaron Kisser</i></u> Signature of Duro-Last QA Tech Rep or QA Manager _____ Signature of Owner _____ Owner (printed) _____ Signature of Contractor <u>PMR ROOFING</u> Contractor (printed) <u>8,010</u> Square Footage <u>443383</u> Warranty No.

DURO-LAST / DURO-TUFF / DURO-FLEECE / DURO-FLEECE PLUS / DURO-LAST EV
DL 20 YEAR ND 4/1/23

City of Ingleside / Manufacture Warranty / Ingleside Youth Center

	20-Year NDL Warranty	Warranty No. <u>443419</u>
	I. TERMS and CONDITIONS Duro-Last®, a division of Holcim Solutions and Products US, LLC ("Duro-Last") grants this No-Dollar Limit ("NDL") Warranty to the owner of a building ("Owner") containing a Duro-Last Roofing System ("Duro-Last System") installed by a Duro-Last Authorized Dealer/Contractor ("Contractor"), sub-ject to the terms and conditions and limitations contained herein. Duro-Last's obligation during the 1st through 20th year shall be to repair any leak in the Duro-Last System caused by any defect in a component of the Duro-Last System or by the workmanship of the Contractor, but only as the workmanship relates to the installation of the Duro-Last System itself and not as it relates to other work performed, if any. Duro-Last's obligation includes, at Duro-Last's discretion, either the repair or replacement of part or all of the Duro-Last System and also includes the furnishing or cost of labor to repair the Duro-Last System provided the following conditions are met: A. Duro-Last and Contractor have been paid in full for the Duro-Last System, its installation and any outstanding invoices issued by Duro-Last that arise after the installation; B. The Duro-Last System has been approved by Duro-Last following inspection by an authorized Duro-Last Quality Assurance Technical Representative ("Duro-Last QA Tech Rep"), this No-Dollar Limit Warranty has been signed by a Duro-Last QA Tech Rep or Quality Assurance Manager, and the Contractor confirms that the Duro-Last System was installed in accordance with Duro-Last's specifications and written installation requirements; C. The Owner has notified Duro-Last within 14 days of the discovery of any leak, failure or other alleged Duro-Last System defect. Owner must notify Duro-Last by calling the Duro-Last Quality Assurance Department at 1-866-284-9424, by e-mailing ws@duro-last.com, or by certified mail, return receipt requested; D. The Owner allows Duro-Last's QA Tech Rep(s) and/or Duro-Last Contractor(s) access to the roof including, if necessary, the removal and replacement by Owner at Owner's expense any and all obstructions, including but not limited to: rooftop gardens, earth, soil, pavers, ballast, decks, patio and walking surface materials, photovoltaic system, and other overburden; and E. Duro-Last authorizes the repair and, at Duro-Last's option, either Duro-Last's QA Tech Rep(s) or an authorized Contractor makes the repair. II. OWNER'S RESPONSIBILITIES The Owner is not entitled to recover under this No-Dollar Limit Warranty unless Owner exercises reasonable and diligent care in the maintenance of the Duro-Last System, including but not limited to inspecting and maintaining the Duro-Last System regularly and as needed, including after storms or natural disasters, and for removing any debris from the Duro-Last System, rooftop, and adjacent areas, and maintaining and keeping all drains in working order and clear of debris and other obstructions. III. LIMITATIONS and EXCLUSIONS A. This No-Dollar Limit Warranty does not apply to a Duro-Last System installed on a single-family residence. B. Duro-Last shall not be liable for damages arising from defects in the design or construction of the building or roof assembly, including inadequate or insufficient drainage; nor shall Duro-Last be liable for any other products aside from the Duro-Last System. C. Duro-Last is not liable for any Duro-Last System failure nor for subsequent damages arising from Acts of God or causes outside Duro-Last's control including, but not limited to: 1) Damage caused by fire, lightning, hurricane, gale, hail, tornado, flood, earthquake, animals, insects; or 2) Damage caused by accident, vandalism, intentional act, negligence or failure to use reasonable care, whether on the part of the Owner or another; or 3) Damage caused by any unauthorized modification to the Duro-Last System including, but not limited to: damage caused by unauthorized components used in installation or repair, by additional equipment or structures added to or made a part of the roof, by traffic, or by chemicals not normally found in nature or the like; or 4) Interior condensation and/or moisture entering the Duro-Last System through walls, copings, structural defects, HVAC systems, or any part of the building structure, including from adjacent buildings. D. Duro-Last does not warrant the watertightness of metal products that are located outside of the termination of the Duro-Last membrane. E. Duro-Last does not warrant against color change and/or pattern change and/or print change in the Duro-Last System. F. Duro-Last shall have no liability under any theory of law for any claims, repairs, or other damages relating to the presence of asbestos or any vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like on or in the Duro-Last System or in the building or in the air or water serving the building. G. This No-Dollar Limit Warranty is transferable to subsequent Owners only upon the express written consent of Duro-Last and at Duro-Last's sole discretion. Duro-Last reserves the right to require an inspection of the Duro-Last OVER: CONTINUED ON BACK	

City of Ingleside / Manufacture Warranty / Annex Building

System prior to transfer of this No-Dollar Limit Warranty. The Owner (undersigned below) must pay a \$500 warranty transfer fee and must pay for any non-warranted repairs identified by Duro-Last during any pre-transfer inspection. A transfer of this No-Dollar Limit Warranty shall not be effective unless all outstanding Duro-Last invoices have been satisfied. H. This No-Dollar Limit Warranty must be signed by a Duro-Last QA Tech Rep or Quality Assurance Manager. Coverage under the terms of this No-Dollar Limit Warranty begins on the Effective Date. The Effective Date is determined by Duro-Last. Failure of the Owner or Contractor to sign this No-Dollar Limit Warranty does not alter the Effective Date. I. This No-Dollar Limit Warranty shall be governed by and construed in accordance with the laws of the state of Tennessee without regard to conflicts of law principles. J. No claim, suit, or other proceeding arising out of or related to the Duro-Last products or these terms, including without limitation this No-Dollar Limit Warranty, may be brought by the Owner or anyone else after one (1) year from the date it accrues. K. Duro-Last does not waive any rights under this No-Dollar Limit Warranty by refraining from exercising its rights in full in one or more instances. THIS NO-DOLLAR LIMIT WARRANTY AND THE RESPONSIBILITIES AND REMEDIES STATED HEREIN ARE EXPRESSLY AGREED TO BY OWNER AND DURO-LAST AND CONSTITUTE THE SOLE WARRANTY AND REMEDIES OF THE OWNER FOR ANY ALLEGED DEFECT OR FAILURE OF THE DURO-LAST SYSTEM, WHETHER MEMBRANE, ACCESSORIES, OR CONTRACTOR WORKMANSHIP. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EITHER EXPRESS OR IMPLIED IN FACT, LAW OR CUSTOM) THAT EXTEND BEYOND THE EXPRESS TERMS STATED IN THIS NO-DOLLAR LIMIT WARRANTY TO THE FULL EXTENT DISCLAIMER IS PERMITTED BY LAW. OWNER AND DURO-LAST TOGETHER JOINTLY DISCLAIM ANY OTHER OR FURTHER WARRANTIES EXCEPT THOSE INCLUDED IN THIS DOCUMENT. IN ANY EVENT, ANY IMPLIED WARRANTY THAT MAY ARISE BY LAW IS LIMITED IN DURATION TO THE TERM HEREIN. THE REPAIR, OR REPLACEMENT PROVIDED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. DURO-LAST WILL HAVE NO LIABILITY TO ANYONE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION PROPERTY DAMAGE, LOST PROFITS, LOST USE OR ANY OTHER PECUNIARY DAMAGE, WHETHER DUE TO ANY DEFECT IN THE PRODUCTS, BREACH OF THIS AGREEMENT, DELAY, NON-DELIVERY, NON-PERFORMANCE, RECALL, OR ANY OTHER REASON. ALL CLAIMS FOR NEGLIGENCE AND FOR FAILURE OF ESSENTIAL PURPOSE ARE EXPRESSLY WAIVED, RELEASED, AND EXCLUDED. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THESE TERMS. OWNER ACKNOWLEDGES THESE LIMITATIONS AND WAIVERS, DECLARES THAT THEY HAVE BEEN READ AND UNDERSTOOD, AND AGREES TO BE SO BOUND. ANY PAYMENT FOR THE DURO-LAST SYSTEM OR REGISTRATION OF THE WARRANTY WITH DURO-LAST SIGNIFIES THAT THE OWNER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO ALL TERMS. The Contractor is not an agent of Duro-Last and does not have authority to bind Duro-Last. If any Contractor or sales representative made any statements about Duro-Last, its products, services, obligations, or warranties, those statements cannot be relied upon by Owner or any other party and cannot be attributed to Duro-Last. Furthermore, no person may change or modify any terms or conditions of this No-Dollar Limit Warranty, unless in writing and signed by the authorized representative of the Owner and by a Duro-Last officer or by the Duro-Last Quality Assurance Manager. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SUCH A LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. If any provision or individual term herein is invalid or unenforceable under any applicable law, the provision or term will be ineffective to that extent and for the duration of the illegality, but the remaining provisions and terms will be unaffected. DURO-LAST® is a Division of Holcim Solutions and Products US, LLC 525 Morley Drive Saginaw, MI 48601		 Aaron Kisser - Director of Quality Assurance Signature of Duro-Last QA Tech Rep or QA Manager
INGLESIDE ANNEX BUILDING Name of Building 2671 SAN ANGELO AVE Address of Building INGLESIDE, TX 78362 City, State & Zip of Building City Hall - Annex Building Designation January 08, 2025 Effective Date 2117245 Serial No.	Signature of Owner Owner (printed) Signature of Contractor PMR ROOFING Contractor (printed) 4,006 Square Footage 443419 Warranty No.	

DURO-LAST / DURO-TUFF / DURO-FLEECE / DURO-FLEECE PLUS / DURO-LAST EV
 DL 20 YEAR NDL 4/1/23

City of Ingleside / Manufacture Warranty / Annex Building

DURO-LAST®	20-Year NDL Warranty	Warranty No. 445326
I. TERMS and CONDITIONS		
Duro-Last®, a division of Holcim Solutions and Products US, LLC ("Duro-Last") grants this No-Dollar Limit ("NDL") Warranty to the owner of a building ("Owner") containing a Duro-Last Roofing System ("Duro-Last System") installed by a Duro-Last Authorized Dealer/Contractor ("Contractor"), subject to the terms and conditions and limitations contained herein.		
Duro-Last's obligation during the 1st through 20th year shall be to repair any leak in the Duro-Last System caused by any defect in a component of the Duro-Last System or by the workmanship of the Contractor, but only as the workmanship relates to the installation of the Duro-Last System itself and not as it relates to other work performed, if any. Duro-Last's obligation includes, at Duro-Last's discretion, either the repair or replacement of part or all of the Duro-Last System and also includes the furnishing or cost of labor to repair the Duro-Last System provided the following conditions are met:		
A. Duro-Last and Contractor have been paid in full for the Duro-Last System, its installation and any outstanding invoices issued by Duro-Last that arise after the installation; B. The Duro-Last System has been approved by Duro-Last following inspection by an authorized Duro-Last Quality Assurance Technical Representative ("Duro-Last QA Tech Rep"), this No-Dollar Limit Warranty has been signed by a Duro-Last QA Tech Rep or Quality Assurance Manager, and the Contractor confirms that the Duro-Last System was installed in accordance with Duro-Last's specifications and written installation requirements; C. The Owner has notified Duro-Last within 14 days of the discovery of any leak, failure or other alleged Duro-Last System defect. Owner must notify Duro-Last by calling the Duro-Last Quality Assurance Department at 1-866-284-9424, by e-mailing ws@duro-last.com, or by certified mail, return receipt requested; D. The Owner allows Duro-Last's QA Tech Rep(s) and/or Duro-Last Contractor(s) access to the roof including, if necessary, the removal and replacement by Owner at Owner's expense any and all obstructions, including but not limited to: rooftop gardens, earth, soil, pavers, ballast, decks, patio and walking surface materials, photovoltaic system, and other overburden; and E. Duro-Last authorizes the repair and, at Duro-Last's option, either Duro-Last's QA Tech Rep(s) or an authorized Contractor makes the repair.		
II. OWNER'S RESPONSIBILITIES		
The Owner is not entitled to recover under this No-Dollar Limit Warranty unless Owner exercises reasonable and diligent care in the maintenance of the Duro-Last System, including but not limited to inspecting and maintaining the Duro-Last System regularly and as needed, including after storms or natural disasters, and for removing any debris from the Duro-Last System, rooftop, and adjacent areas, and maintaining and keeping all drains in working order and clear of debris and other obstructions.		
III. LIMITATIONS and EXCLUSIONS		
A. This No-Dollar Limit Warranty does not apply to a Duro-Last System installed on a single-family residence. B. Duro-Last shall not be liable for damages arising from defects in the design or construction of the building or roof assembly, including inadequate or insufficient drainage; nor shall Duro-Last be liable for any other products aside from the Duro-Last System. C. Duro-Last is not liable for any Duro-Last System failure nor for subsequent damages arising from Acts of God or causes outside Duro-Last's control including, but not limited to: 1) Damage caused by fire, lightning, hurricane, gale, hail, tornado, flood, earthquake, animals, insects; or 2) Damage caused by accident, vandalism, intentional act, negligence or failure to use reasonable care, whether on the part of the Owner or another; or 3) Damage caused by any unauthorized modification to the Duro-Last System including, but not limited to: damage caused by unauthorized components used in installation or repair, by additional equipment or structures added to or made a part of the roof, by traffic, or by chemicals not normally found in nature or the like; or 4) Interior condensation and/or moisture entering the Duro-Last System through walls, copings, structural defects, HVAC systems, or any part of the building structure, including from adjacent buildings. D. Duro-Last does not warrant the watertightness of metal products that are located outside of the termination of the Duro-Last membrane. E. Duro-Last does not warrant against color change and/or pattern change and/or print change in the Duro-Last System. F. Duro-Last shall have no liability under any theory of law for any claims, repairs, or other damages relating to the presence of asbestos or any vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like on or in the Duro-Last System or in the building or in the air or water serving the building. G. This No-Dollar Limit Warranty is transferable to subsequent Owners only upon the express written consent of Duro-Last and at Duro-Last's sole discretion. Duro-Last reserves the right to require an inspection of the Duro-Last		
OVER: CONTINUED ON BACK		

City of Ingleside / Manufacture Warranty / Police Station

4T Partnership LLC

Capital Roof Repairs

System prior to transfer of this No-Dollar Limit Warranty. The Owner (undersigned below) must pay a \$500 warranty transfer fee and must pay for any non-warranted repairs identified by Duro-Last during any pre-transfer inspection. A transfer of this No-Dollar Limit Warranty shall not be effective unless all outstanding Duro-Last invoices have been satisfied.

H. This No-Dollar Limit Warranty must be signed by a Duro-Last QA Tech Rep or Quality Assurance Manager. Coverage under the terms of this No-Dollar Limit Warranty begins on the Effective Date. The Effective Date is determined by Duro-Last. Failure of the Owner or Contractor to sign this No-Dollar Limit Warranty does not alter the Effective Date.

I. This No-Dollar Limit Warranty shall be governed by and construed in accordance with the laws of the state of Tennessee without regard to conflicts of law principles.

J. No claim, suit, or other proceeding arising out of or related to the Duro-Last products or these terms, including without limitation this No-Dollar Limit Warranty, may be brought by the Owner or anyone else after one (1) year from the date it accrues.

K. Duro-Last does not waive any rights under this No-Dollar Limit Warranty by refraining from exercising its rights in full in one or more instances.

THIS NO-DOLLAR LIMIT WARRANTY AND THE RESPONSIBILITIES AND REMEDIES STATED HEREIN ARE EXPRESSLY AGREED TO BY OWNER AND DURO-LAST AND CONSTITUTE THE SOLE WARRANTY AND REMEDIES OF THE OWNER FOR ANY ALLEGED DEFECT OR FAILURE OF THE DURO-LAST SYSTEM, WHETHER MEMBRANE, ACCESSORIES, OR CONTRACTOR WORKMANSHIP.

THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EITHER EXPRESS OR IMPLIED IN FACT, LAW OR CUSTOM) THAT EXTEND BEYOND THE EXPRESS TERMS STATED IN THIS NO-DOLLAR LIMIT WARRANTY TO THE FULL EXTENT DISCLAIMER IS PERMITTED BY LAW. OWNER AND DURO-LAST TOGETHER JOINTLY DISCLAIM ANY OTHER OR FURTHER WARRANTIES EXCEPT THOSE INCLUDED IN THIS DOCUMENT. IN ANY EVENT, ANY IMPLIED WARRANTY THAT MAY ARISE BY LAW IS LIMITED IN DURATION TO THE TERM HEREIN. THE REPAIR, OR REPLACEMENT PROVIDED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. DURO-LAST WILL HAVE NO LIABILITY TO ANYONE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION PROPERTY DAMAGE, LOST PROFITS, LOST USE OR ANY OTHER PECUNIARY DAMAGE, WHETHER DUE TO ANY DEFECT IN THE PRODUCTS, BREACH OF THIS AGREEMENT, DELAY, NON-DELIVERY, NON-PERFORMANCE, RECALL, OR ANY OTHER REASON. ALL CLAIMS FOR NEGLIGENCE AND FOR FAILURE OF ESSENTIAL PURPOSE ARE EXPRESSLY WAIVED, RELEASED, AND EXCLUDED.

THERE ARE NO THIRD-PARTY BENEFICIARIES TO THESE TERMS. OWNER ACKNOWLEDGES THESE LIMITATIONS AND WAIVERS, DECLARES THAT THEY HAVE BEEN READ AND UNDERSTOOD, AND AGREES TO BE SO BOUND. ANY PAYMENT FOR THE DURO-LAST SYSTEM OR REGISTRATION OF THE WARRANTY WITH DURO-LAST SIGNIFIES THAT THE OWNER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO ALL TERMS.

The Contractor is not an agent of Duro-Last and does not have authority to bind Duro-Last. If any Contractor or sales representative made any statements about Duro-Last, its products, services, obligations, or warranties, those statements cannot be relied upon by Owner or any other party and cannot be attributed to Duro-Last. Furthermore, no person may change or modify any terms or conditions of this No-Dollar Limit Warranty, unless in writing and signed by the authorized representative of the Owner and by a Duro-Last officer or by the Duro-Last Quality Assurance Manager.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SUCH A LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. If any provision or individual term herein is invalid or unenforceable under any applicable law, the provision or term will be ineffective to that extent and for the duration of the illegality, but the remaining provisions and terms will be unaffected.

DURO-LAST® is a Division of Holcim Solutions and Products US, LLC
525 Morley Drive
Saginaw, MI 48601

Ingleside Police Station
Name of Building

2425 8TH ST
Address of Building

INGLESIDE, TX 78362
City, State & Zip of Building

Main Area
Building Designation

January 08, 2025
Effective Date

2117246
Serial No.

Aaron Kisser
Aaron Kisser - Director of Quality Assurance
Signature of Duro-Last QA Tech Rep or QA Manager

Signature of Owner

Owner (printed)

Signature of Contractor

PMR ROOFING
Contractor (printed)

6,600
Square Footage

445326
Warranty No.

DURO-LAST / DURO-TUFF / DURO-FLEECE / DURO-FLEECE PLUS / DURO-LAST EV
DL 20 YEAR NDL 4/1/23

City of Ingleside / Manufacture Warranty / Police Station



1234 Gardiner Lane – Louisville, KY 40213 – (833) 714-1198 – (800) PAC-CLAD – www.pac-clad.com

20-YEAR WEATHER TIGHTNESS LIMITED WARRANTY AGREEMENT

Warranted Building : CITY OF INGLESIDE - FIRE STATION
Address : 2425 8TH STREET
INGLESIDE, TX
Telephone :

Building Owner : CITY OF INGLESIDE
Address : 2671 SAN ANGELO AVENUE
INGLESIDE TX
Telephone :

General Contractor : PMR Roofing
Address : 3006 W Division St.
ARLINGTON TX
Telephone : (214) 334 - 6700

Panel Fabricator : PMR Roofing
Address : 3006 W Division St.
ARLINGTON TX
Telephone : (214) 334 - 6700

Installation Contractor : PARAGON MULTI FAMILY ROOFING INC
Address : 7239 ENVOY COURT
DALLAS TX
Telephone : 214-463-3858

Area of Metal Roof : 3960 Square Feet
Type of Product
Approved and Applied : T-250, Painted Galvalume 24GA, 16"
Warranty Start Date : 2025-04-29
Job Number : 1656852
Corporate File Number : PACTYL24204

WARRANTY PROVISIONS FOR MATERIAL AND WORKMANSHIP

PAC-CLAD, A Carlisle Company (hereinafter "PAC") and the Installation Contractor identified above hereby jointly and severally warrant to the Building Owner identified above (hereinafter "the Owner") that, subject to each and every item, condition, limitation and allocation of

City of Ingleside / Manufacture Warranty -Weather Tightness / Fire Station

warranty and responsibility stated herein, for a period of 20 years commencing with the Warranty Start Date of the roofing system identified above (hereinafter "roofing system"), should leaks develop in the roofing system due solely to defects in the material provided by PAC, manufacturing defects, ordinary wear and tear by the elements or workmanship on the part of the Installation Contractor, then PAC and the Installation Contractor shall be responsible for repairs necessary to return the roofing system to a water tight condition, within cost limitations stated within. PAC's and Installation Contractor's total cumulative liability under this warranty is limited to: (FIRST) PAC for the cost of replacement materials and (SECOND) Installation Contractor for the replacement labor. In no event shall the total cost of such repairs exceed the original payment of the installed roofing system. Repairs shall carry a warranty against leaks only for the then remaining balance of the original 20 year Warranty period. This Warranty only covers those leaks that have been reported to PAC in writing within thirty (30) days of discovery by the Owner.

Notwithstanding anything contained herein to the contrary, during the first two (2) years after Warranty Start Date of the roofing system on the building identified above, PAC warrants only against water leaks caused by defects in the material provided by PAC. The Installation Contractor shall be solely responsible for all costs and expenses for the repair and/or replacement of the roofing system arising as a result of defective workmanship or installation during the first two (2) years after Warranty Start Date of the roofing system, extended by successive twenty-four (24) month periods from the date of any leaks reported or repaired within the relevant two (2) year period. For the remaining term of this Warranty, PAC warrants to the Owner, should leaks develop in the Roofing System due solely to manufacturing defects, ordinary wear and tear by the elements or workmanship on the part of the Installation Contractor, then subject to each and every term, condition and limitation contained herein, shall be responsible for completing such repairs to the Roof System as necessary to return it to a watertight condition.

NEITHER PAC NOR THE INSTALLATION CONTRACTOR, MAKE ANY OTHER WARRANTY WHATSOEVER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE. ALL WARRANTIES WHICH EXCEED, DIFFER FROM OR EXTEND BEYOND THOSE EXPRESSLY PROVIDED HEREIN ARE DISCLAIMED BY EACH AND ALL THE PARTIES HERETO AND ARE EXCLUDED FROM THIS 20-YEAR WEATHER TIGHT LIMITED WARRANTY. IN NO EVENT SHALL PAC OR THE INSTALLATION CONTRACTOR HAVE ANY LIABILITY FOR COMMERCIAL LOSS, CLAIMS FOR LABOR, CONSEQUENTIAL DAMAGES OR LOSS TO THE BUILDING, ITS CONTENTS OR ITS OCCUPANTS, OR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE, WHETHER THE OWNER'S CLAIM BE BASED IN CONTRACT, TORT WARRANTY, STRICT LIABILITY OR ON ANY OTHER THEORY OR CAUSE OF ACTION. ALL RIGHTS, OBLIGATIONS, REMEDIES AND LIABILITIES OF THE PARTIES HERETO RELATING TO OR ARISING FROM CLAIMS OF DEFECTIVE GOODS AND/OR WORKMANSHIP SHALL BE GOVERNED EXCLUSIVELY BY THE TERMS OF THIS 20-YEAR WEATHER TIGHT LIMITED WARRANTY AND THOSE TERMS MAY NOT BE MODIFIED OR AMENDED ORALLY. IT IS EXPRESSLY AGREED THAT THE OWNER'S REMEDIES EXPRESSLY PROVIDED HEREIN ARE THE OWNER'S EXCLUSIVE REMEDIES.

EXCLUSIONS

City of Ingleside / Manufacture Warranty -Weather Tightness / Fire Station

This Limited Warranty shall apply only to roofing systems installed in areas of normal atmospheric exposure and specifically does not cover leaks caused in whole or in part by the following:

1. Marine (saltwater) atmosphere or regular spray of either salt or fresh water. If an Aluminum roof system is installed, the Substrate Warranty guidelines and Maintenance Instructions must be followed as stated in the Non-Prorated 35-Year Paint and Aluminum Substrate Warranty to avoid exclusion.
2. Exposure to or fallout from corrosive chemicals, ash or fumes from any chemical plant, foundry, plating works, kiln, fertilizer manufacturing plant, paper manufacturing plant or the like. Any harmful or corrosive substance or any condensate contained within or generated or released from inside the building.
3. Gutters, downspouts, penetrations, roof curbs, skylights, vented flashings, or vent pipe flashing manufactured from rubber-based products.
4. Any condensation or corrosion which is or was caused at any time, in part or in whole, as a result of (a) the use of an inadequate vapor barrier (perm rating of 0.05 or less with sealed joints and perimeter) when the insulation is installed immediately beneath the roof panels and/or (b) inadequate ventilation of the attic space between a roof panel and insulation when the insulation is installed directly on top of an existing roof.
5. Worker traffic on the roof, other than traffic during the course of installation.
6. Hail, fire, explosion, lightning, wind pressures in excess of 52.50 PSF per UL 580, hurricane, tornado, earthquake or any other act of God.
7. Alterations such as, but not limited to, the placement of structures, fixtures or utilities upon or to the roof without prior written authorization from PAC.
8. Repairs performed to the roof and/or materials furnished with regard to such repairs by an entity or entities other than PAC or the Installation Contractor.
9. Failure by the Owner or any lessee or other occupant or user of the Building to take reasonable care in maintaining the roof system, such as, but not limited to, failure to clean the gutter, valleys, etc., so as to allow water to run off without interruption.
10. Improper fabrication of panels or flashings if fabricated by an entity other than PAC. Improper jobsite handling or storage of materials, including failure to permit drainage of standing water.
11. Birds, vermin, rodents, insects or other animals or pests.
12. Faulty building design or construction. Settlement, failure or cracking of the roof deck, walls or foundation of the Building, or defects or failures of coping gravel-stop due to cracking of walls or any part of the building structure.
13. Vandalism, falling objects, civil commotion, riot, acts of war, atomic radiation or any other event, occurrence or cause beyond the control of PAC and/or the Installation Contractor.
14. Failures due to the use of fasteners other than stainless steel and without an adequate barrier, that comes in contact with Pressure Treated/ACQ Treated Lumber.

In addition, PAC shall have no liability or responsibility under or in connection with this Warranty if the Installation Contractor or any subcontractor fails to use all roof curbs, roof jacks, sealants, mastics, sub-framing, roof panels, clips, fasteners, and flashings provided by PAC or approved or required by PAC, nor shall PAC have any liability or responsibility under or in connection with this Warranty if the Installation Contractor fails to follow PAC's standard recommended installation instructions for the layout, design and erection of the roofing system, or if the roofing system is constructed in such a manner as not to permit proper drainage of water

City of Ingleside / Manufacture Warranty -Weather Tightness / Fire Station

from all surfaces, but rather to permit standing or ponding water.

Installation of warranted roofing system shall be supervised by a qualified Installation Contractor pre-approved by PAC. A PAC representative shall have access to inspect the roof premises prior to, during, and at the completion of installation. Failure by the Installation Contractor to fully correct or remedy all installation issues as noted in writing by a PAC representative shall relieve PAC of any liability or responsibility under or in connection with this Warranty. This Warranty is intended only for use on reroofing of an existing building or new roof application on conventional construction, and does not apply to installation over new, pre-engineered metal building structures.

NOTICE OF CLAIMS AND GENERAL PROVISIONS

All claims hereunder must be submitted in writing to PAC within the Warranty Period and within thirty (30) days of discovery of any leak in the roofing system. Failure of the Owner to do so shall automatically relieve both PAC and the Installation Contractor of any and all responsibility and/or liability under this 20-Year Weather Tightness Limited Warranty. Upon receipt of a warranty claim, from either the Owner or the Installation Contractor, PAC will send a representative to the location specified for an inspection of the roof. The Owner shall allow a PAC representative a reasonable opportunity to inspect the material or installed condition claimed to be defective prior to removal or repair. If during PAC's inspection PAC determines that the leak or leaks in the roof are not covered by this Warranty, the party requesting PAC's inspection shall be liable for all direct expenses incurred by PAC to conduct the roof inspection. If after the inspection by PAC, it is determined that the leak has taken place after the twenty-four (24) month leak free period provided by the installation contractor in accordance with this warranty, PAC will repair, restore or replace, at PAC's discretion, the defective condition of the roof system in accordance with this warranty. It is further understood that normal exposure to the elements may preclude an exact color match with the replacement material and refinishing will be performed using standard finishing practices and materials as selected by PAC. The warranty on any refinished or replaced material shall be for the remainder of the original warranty period.

FAILURE TO FOLLOW THESE GUIDELINES MAY VOID THIS WARRANTY AND RELIEVE PAC OF ANY AND ALL RESPONSIBILITY AND/OR LIABILITY UNDER THE TERMS OF THE WARRANTY.

All notices given pursuant to this Warranty shall be in writing and sent by certified mail, return receipt requested, to PAC and the Installation Contractor to the following address:

PAC-CLAD, A Carlisle Company

Technical Department:
1234 Gardiner Lane
Louisville, KY 40213

INSTALLATION CONTRACTOR:

PARAGON MULTI FAMILY ROOFING INC
7239 ENVOY COURT
DALLAS, TX 75247-5103

During the term of this Warranty, PAC and the Installation Contractor, their sales representatives

City of Ingleside / Manufacture Warranty -Weather Tightness / Fire Station

and employees, shall have free access to the roof during regular business hours upon reasonable notice to the Owner. Notwithstanding any other provision contained herein, PAC shall not have any liability or responsibility under this Warranty for any roofing products or materials that were not supplied by PAC and this Warranty applies only to those portions of the roofing system which was constructed solely with products and materials supplied by PAC.

This document constitutes the entire Warranty made by PAC and the Installation Contractor. No modification or amendment to this Warranty shall be binding on PAC or the Installation Contractor unless made in writing and signed by both parties authorized representatives. The terms, conditions and provisions contained in this Warranty may be waived only in writing and signed by a PAC authorized representative. No oral statements, course of conduct, or course of dealing shall be deemed or constitute a waiver.

The invalidity or unenforceability of any provisions of the Warranty shall not affect the enforceability and validity of any remaining provisions, and this Warranty shall be construed in all respects as if the invalid or unenforceable provisions were omitted.

This Warranty is tendered for the sole benefit of the Owner identified above and is not transferable or assignable. Neither PAC nor the Installation Contractor shall have any obligation under this Warranty unless all invoices for materials, installation and services have been paid in full by or on behalf of the Owner.

Neither PAC's nor the Installation Contractor's failure at any time to enforce any of the terms or conditions of this Warranty shall be deemed or construed as a waiver of any provision herein or of the ability to exercise their rights in the future in accordance with this Warranty. This Warranty shall be governed by and enforced in accordance with the laws in the applicable County/State.

Executed Date: 2025-04-29

By: Franklin Oswald



AUTHORIZED SIGNATURE

TITLE: Manager, Technical Field Services & WTW
CAM Technical & Warranty Services

City of Ingleside / Manufacture Warranty -Weather Tightness / Fire Station

Conditional Waiver and Release Form for Progress Payment

Project: City of Ingleside – City Hall, Annex, Police Station, Fire Station and Humble Youth Center

Inv: 3049-1

On receipt by the signer of this document of a check from City of Ingleside (maker of check) in the sum of \$ 521,742.85 payable to PMR (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of City of Ingleside (owner) located at 2671 San Angelo Ave Ingleside, TX 78362 (location) to the following extent: ROOF REPLACEMENT (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to City of Ingleside (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished. Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all the signer's laborers, subcontractors, material men, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project regarding the attached statement(s) or progress payment request(s).

DATE: 5/12/2025

COMPANY: PMR

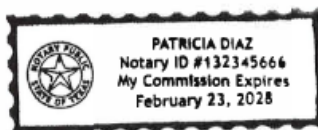
BY: Kimberly Moreno

TITLE: Director of Operations

The State of TEXAS §
County of DALLAS §

Before me, the undersigned, a Notary Public on this day personally appeared known to me (or proved to me on the oath of KIMBERLY MORENO, to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said PMR (here insert name of corporation) a corporation, and that he/she had executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 12th day of May, 2025
Notary Public,

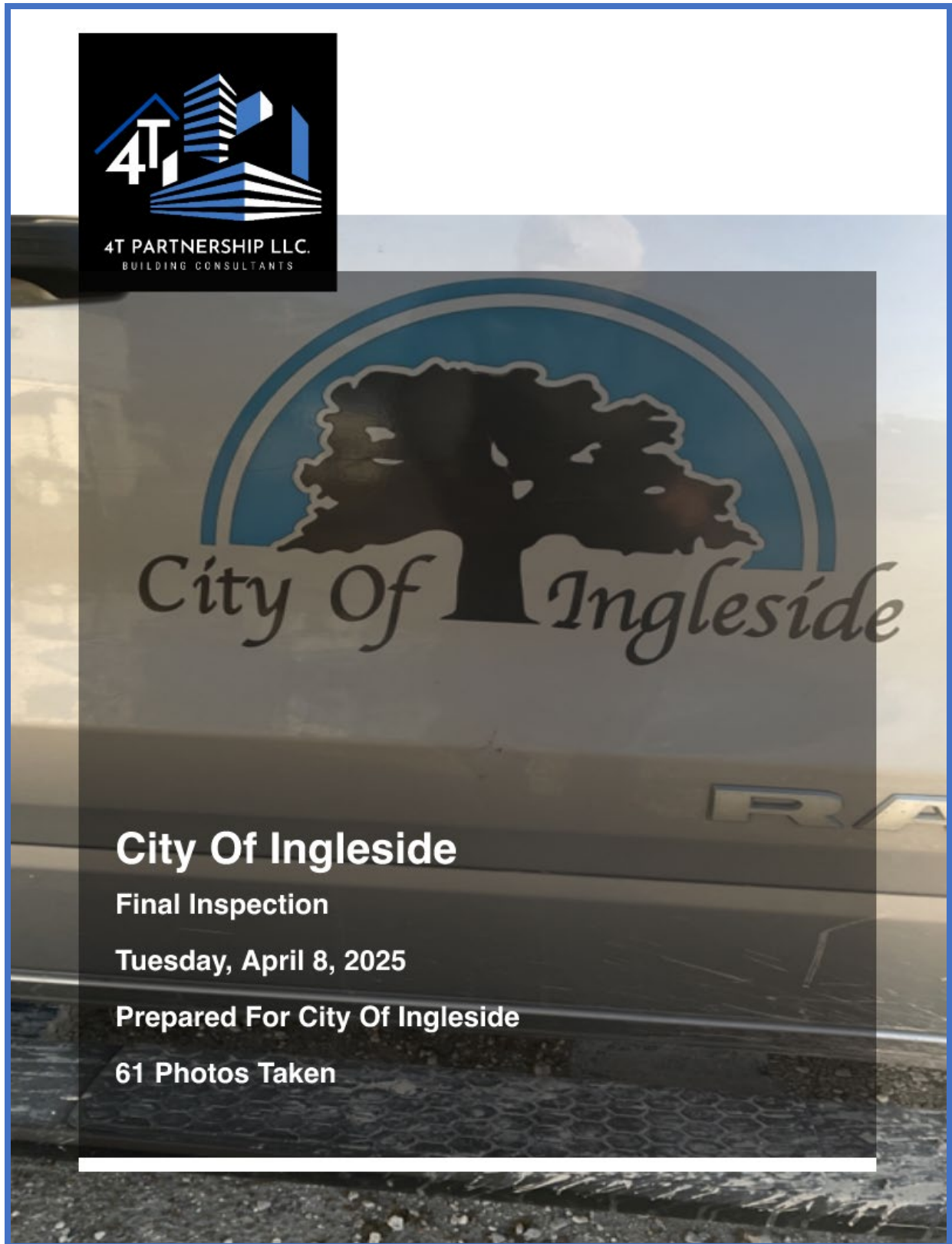


State of Texas (SEAL)

(Notary Public)

EXHIBIT G 3 Conditional Waiver and Release Form for Progress Payment

City of Ingleside / Conditional Lein Release / All Buildings



City of Ingleside / BEST Program Final Inspection Audit / April 8th, 2024



Photo Documentation 1



Photo Documentation 2

ID#/Building ID#1 City Hall - 100%



Photo Documentation 3

City of Ingleside / BEST Program Final Inspection / City Hall Building

4T Partnership LLC

Capital Roof Repairs



Photo Documentation 4



Photo Documentation 5



Photo Documentation 6

City of Ingleside / BEST Program Final Inspection / City Hall Building

4T Partnership LLC

Capital Roof Repairs



Photo Documentation 7

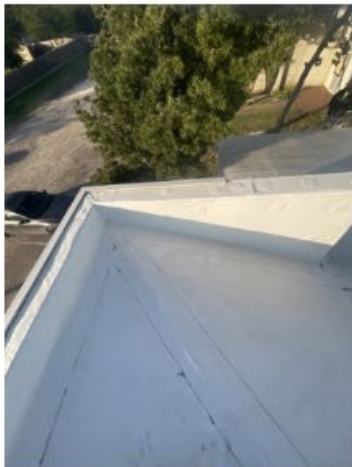


Photo Documentation 8



Photo Documentation 9

City of Ingleside / BEST Program Final Inspection / City Hall Building



Photo Documentation 10



Photo Documentation 11

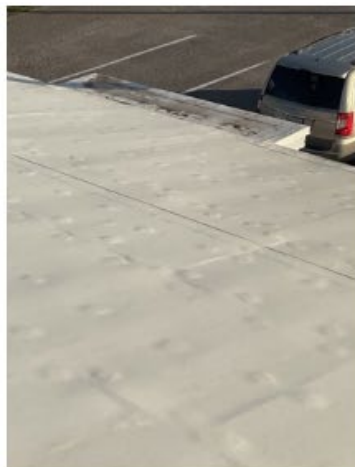


Photo Documentation 12

City of Ingleside / BEST Program Final Inspection / City Hall Building



Photo Documentation 13
ID#/Building Annex Building - 100%

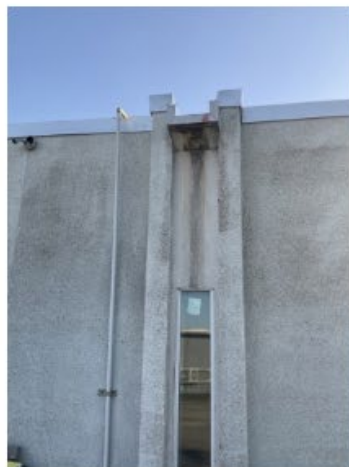


Photo Documentation 14



Photo Documentation 15

City of Ingleside / BEST Program Final Inspection / City Hall Building



Photo Documentation 16



Photo Documentation 17



Photo Documentation 18

City of Ingleside / BEST Program Final Inspection / City Hall Building



Photo Documentation 19



Photo Documentation 20



Photo Documentation 21

City of Ingleside / BEST Program Final Inspection / City Hall Building

4T Partnership LLC

Capital Roof Repairs



Photo Documentation 22



Photo Documentation 23



Photo Documentation 24

City of Ingleside / BEST Program Final Inspection / City Hall Building



Photo Documentation 25



Photo Documentation 26



Photo Documentation 27

ID#/Building Youth Center - 100%

City of Ingleside / BEST Program Final Inspection / Youth Center



Photo Documentation 28



Photo Documentation 29



Photo Documentation 30

City of Ingleside / BEST Program Final Inspection / Youth Center

4T Partnership LLC

Capital Roof Repairs



Photo Documentation 31

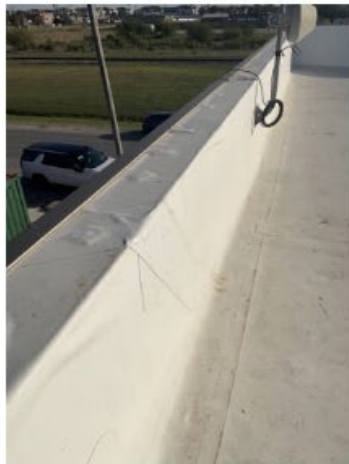


Photo Documentation 32



Photo Documentation 33
Electrical lines in PVC

City of Ingleside / BEST Program Final Inspection / Youth Center



Photo Documentation 34



Photo Documentation 35



Photo Documentation 36

City of Ingleside / BEST Program Final Inspection / Youth Center

4T Partnership LLC

Capital Roof Repairs



Photo Documentation 37

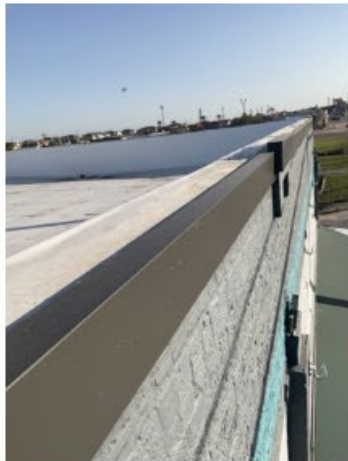


Photo Documentation 38



Photo Documentation 39

City of Ingleside / BEST Program Final Inspection / Youth Center



Photo Documentation 40



Photo Documentation 41



Photo Documentation 42

City of Ingleside / BEST Program Final Inspection / Youth Center

4T Partnership LLC

Capital Roof Repairs



Photo Documentation 43

ID#/Building Police Department - 100%



Photo Documentation 44



Photo Documentation 45

City of Ingleside / BEST Program Final Inspection / Police Station



Photo Documentation 46



Photo Documentation 47

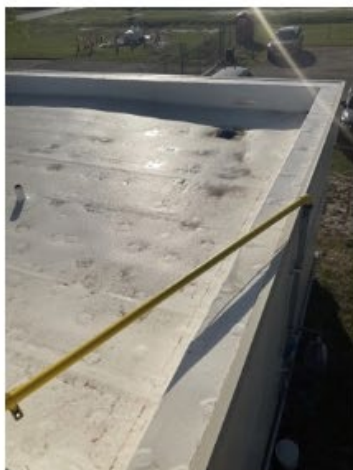


Photo Documentation 48

City of Ingleside / BEST Program Final Inspection / Police Station

4T Partnership LLC

Capital Roof Repairs



Photo Documentation 49



Photo Documentation 50



Photo Documentation 51

City of Ingleside / BEST Program Final Inspection / Police Station



Photo Documentation 52



Photo Documentation 53



Photo Documentation 54

City of Ingleside / BEST Program Final Inspection / Police Station

4T Partnership LLC

Capital Roof Repairs



Photo Documentation 55



Photo Documentation 56



Photo Documentation 57
ID#/Building Fire Station - 100%

City of Ingleside / BEST Program Final Inspection / Police Station

4T Partnership LLC

Capital Roof Repairs



Photo Documentation 58
Metal roof panel seams rolled together



Photo Documentation 59



Photo Documentation 60
Local supplier to pick up unused materials

City of Ingleside / BEST Program Final Inspection / Police Station

4T Partnership LLC

Capital Roof Repairs



Photo Documentation 61

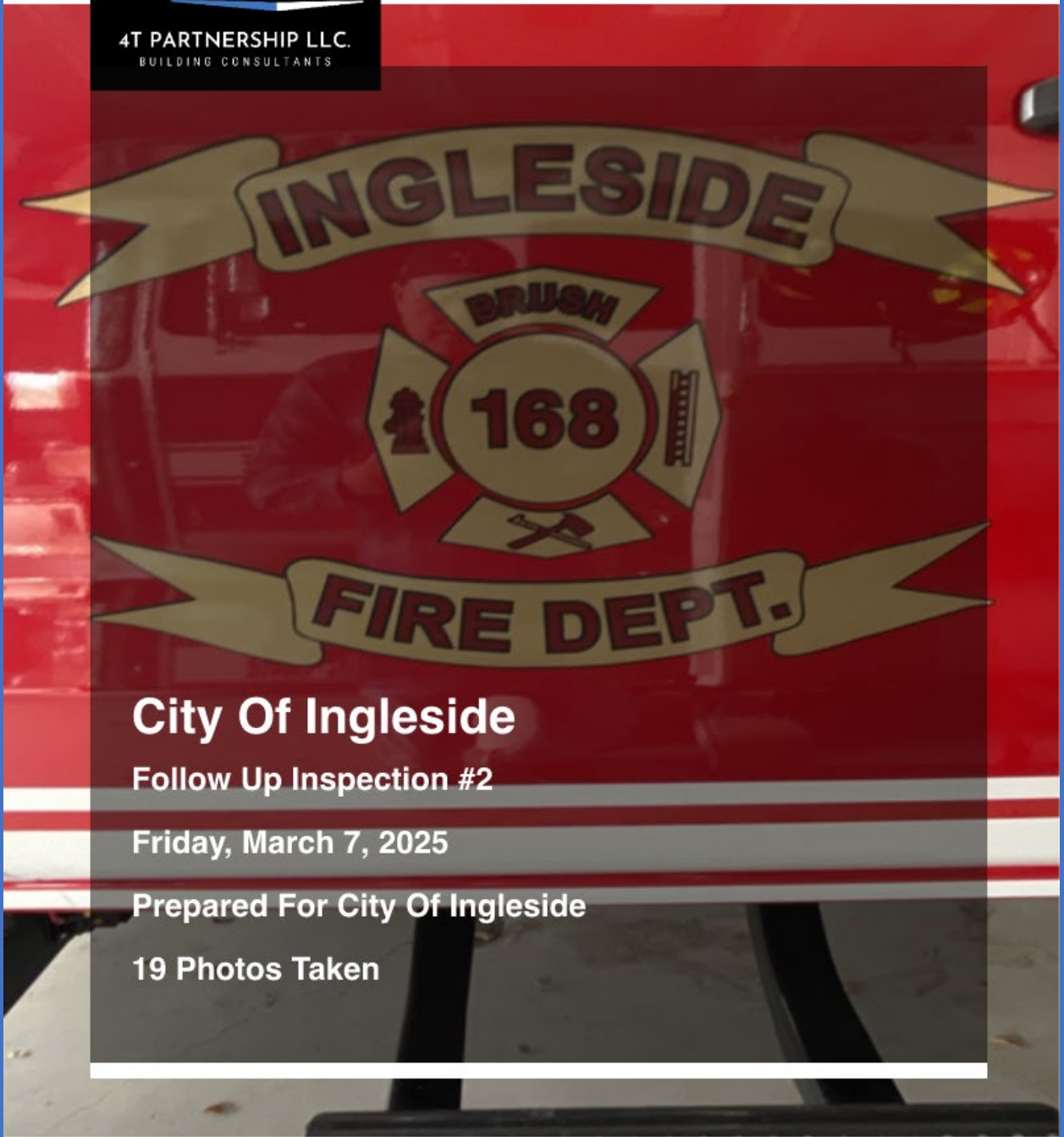


Brad Cox
4T Partnership

City of Ingleside / BEST Program Final Inspection / Police Station

4T Partnership LLC

Capital Roof Repairs



City of Ingleside / Interim Inspection / Fire Station



Photo Documentation 1
ID#/Building Fire Station



Photo Documentation 2
Staging area remains neat



Photo Documentation 3
Porta-John remains on site

City of Ingleside / Interim Inspection / Fire Station



Photo Documentation 4



Photo Documentation 5



Photo Documentation 6

City of Ingleside / Interim Inspection / Fire Station

4T Partnership LLC

Capital Roof Repairs



Photo Documentation 7



Photo Documentation 8
Penetrations caulked around vents



Photo Documentation 9
New ridge metal looks good

City of Ingleside / Interim Inspection / Fire Station



Photo Documentation 10



Photo Documentation 11
New neoprene boots installed over vents



Photo Documentation 12

City of Ingleside / Interim Inspection / Fire Station



Photo Documentation 13



Photo Documentation 14



Photo Documentation 15

City of Ingleside / Interim Inspection / Fire Station



Photo Documentation 16
Crew has not started rolling metal seems



Photo Documentation 17

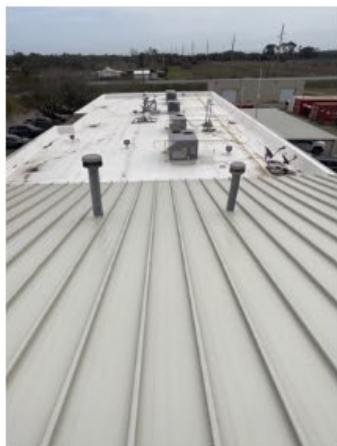


Photo Documentation 18

City of Ingleside / Interim Inspection / Fire Station



Photo Documentation 19

Brad Cox
4T Partnership

City of Ingleside / Interim Inspection / Fire Station

4T Partnership LLC

Capital Roof Repairs

CITY COUNCIL AGENDA

Regular Meeting: July 22, 2025

AGENDA ITEM: 14

Deliberate and take appropriate action on the first and only reading of an Ordinance amending the Fiscal Year 2024-2025 Budget for the City of Ingleside, Texas, for the General Fund for the appropriation of the donation funds for the Volunteer Fire Department received from Enbridge for the purchase of numerous automated external defibrillators (AED's).

SUBMITTED BY: Luis Rios Jr.

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

Enbridge's Safe Community First Responder program provides grants to support emergency services near its pipelines and facilities. Eligible organizations like fire departments can use funds for equipment such as AED's.

The City Charter states, "One reading shall be required for emergency and budget/tax ordinances."

FISCAL ANALYSIS:

Account Name	Dept-Acct Number	Budget Increase	Budget Decrease
<u>Fund 10-General Fund</u>			
Revenues			
Donations-Volunteer Fire	10-4592	<u>12,000</u>	
Expenses			
Donations-Volunteer Fire	10-508-590	<u>12,000</u>	

RECOMMENDATION:

Staff recommends Council approve the ordinance to amend the fiscal year 2024-2025 budget as presented.

ATTACHMENTS:

1. 2025-07 22 ORDINANCE NO FY2025-XX BUDGET AMENDMENT ENBRIDGE DONATIONS VFD v2

ORDINANCE NO. 2025-__

AN ORDINANCE AMENDING THE FISCAL YEAR 2024-2025 BUDGET FOR THE CITY OF INGLESIDE, TEXAS, FOR THE GENERAL FUND FOR THE APPROPRIATION OF THE DONATION FUNDS FOR THE VOLUNTEER FIRE DEPARTMENT RECEIVED FROM ENBRIDGE FOR THE PURCHASE OF NUMEROUS AUTOMATED EXTERNAL DEFIBRILLATORS (AED'S).

BE IT ORDAINED BY THE CITY COUNCIL OF INGLESIDE, TEXAS:

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

BE IT ORDAINED by the City Council of the City of Ingleside that the Fiscal Year 2024-2025 budget be amended as shown as follows:

**CITY OF INGLESIDE
DEPARTMENT REVENUES AND EXPENSES
BUDGET AMENDMENT**

Account Name:	Dept-Acct Number:	Budget Increase	Budget Decrease
Fund 10 General Fund			
Revenues			
Donations-Volunteer Fire	10-4592	<u>12,000</u>	
Expenses			
Donations-Volunteer Fire	10-508-590	<u>12,000</u>	

[To amend the FY2025 budget as shown above to recognize the revenue and appropriate the expense for the donation to the Volunteer Fire Department for the purchase of numerous automated external defibrillators (AED's).]

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

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

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

PASSED, APPROVED AND ADOPTED this _____ day of _____ 2025.

CITY OF INGLESIDE, TEXAS

Pedro Oscar Adame, Mayor

ATTEST:

Jana Stork, City Secretary

CITY COUNCIL AGENDA
Regular Meeting: July 22, 2025

AGENDA ITEM: 15

Deliberate and take appropriate action on a Resolution Authorizing Participation in the TexPool Investment Pools and Designating Authorized Representatives.

SUBMITTED BY: LUIS RIOS JR.

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

With the recent appointment of Luis Rios Jr. as the new Finance Director, we need to update the TexPool account to reflect this change. The Designation of Authorized Representatives form should be revised accordingly, as it is important to ensure that all personnel changes are promptly and accurately reflected.

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Staff recommends the approval of the Resolution, as presented.

ATTACHMENTS:

1. TEXPOOL RESOLUTION



Resolution Amending Authorized Representatives

Please complete this form to amend or designate Authorized Representatives. *This document supersedes all prior Authorized Representative forms.*

* Required Fields

1. Resolution

WHEREAS,

CITY OF INGLESIDE

Participant Name*

7 8 1 5 5

Location Number*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool / Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. BRENTON B. LEWIS CITY MANAGER

Name

Title

3 6 1 7 7 6 2 5 1 7

Phone

3 6 1 7 7 6 1 0 2 7

Fax

BLEWIS@INGLESIDETX.GOV

Email

Signature

2. LUIS RIOS JR. DIRECTOR OF FINANCE

Name

Title

3 6 1 7 7 6 2 5 1 7

Phone

3 6 1 7 7 6 1 0 2 7

Fax

LRIOS@INGLESIDETX.GOV

Email

Signature

3. PRISCILLA SOLIS ASSISTANT DIRECTOR OF FINANCE

Name

Title

3 6 1 7 7 6 2 5 1 7

Phone

3 6 1 7 7 6 1 0 2 7

Fax

PSOLIS@INGLESIDETX.GOV

Email

Signature

1. Resolution (continued)

4.
Name Title

Phone Fax Email

Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. *This limited representative cannot perform transactions.* If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Name Title

Phone Fax Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the day of , .

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

Name of Participant*

SIGNED

Signature*

Printed Name*

Title*

ATTEST

Signature*

Printed Name*

Title*

2. Delivery Instructions

Please return this document to **TexPool Participant Services:**

Email: texpool@dstsystems.com

Fax: 866-839-3291